



**BOARD MEETING AGENDA
SPECIAL MEETING OF THE BOARD OF DIRECTORS OF
CITRUS HEIGHTS WATER DISTRICT (CHWD)
OCTOBER 20, 2021 beginning at 6:00 PM**

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

PHONE CALL IN: (253) 215-8782

PHONE MEETING ID: 870 5210 5054

COMPUTER AUDIO/LIVE MEETING PRESENTATIONS: <https://zoom.us/j/87052105054>

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

Members of the public may attend the meeting in person at the District headquarters or remotely through the phone number and link above. In compliance with the Sacramento County Health Order issued July 29, 2021, individuals must wear face coverings in all indoor public settings, regardless of their vaccination status, unless they are exempt per the order.

CALL TO ORDER:

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

ROLL CALL OF DIRECTORS

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

CLOSED SESSION:

CL-1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

- a. Pursuant to Section 54956.8:
Property: Parcel Number 243-0180-012-0000
Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson, Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Brittney Moore
Negotiating Parties: Gloria Dyer
Under Negotiation: Price and Terms of Payment
- b. Pursuant to Section 54956.8:
Property: Parcel Number 243-0180-001-0000
Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson, Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Brittney Moore

Negotiating Parties: Muhammad Arif
Under Negotiation: Price and Terms of Payment

- c. Pursuant to Section 54956.8:
Property: Parcel Number 243-0180-002-0000
Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson, Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Brittney Moore
Negotiating Parties: Teresita Kumar, Ashwani Kumar
Under Negotiation: Price and Terms of Payment

- d. Pursuant to Section 54956.8:
Property: Parcel Number 243-0180-004-0000
Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson, Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Brittney Moore
Negotiating Parties: Dean Eichelmann
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:

October 20, 2021	6:30 PM	Regular Meeting
November 10, 2021	6:30 PM	Special Meeting
November 17, 2021	6:30 PM	Regular Meeting
December 15, 2021	6:30 PM	Regular Meeting

ADJOURNMENT:

CERTIFICATION:

I do hereby declare and certify that this agenda for this Special Meeting of the Board of Directors of the Citrus Heights Water District was posted in a location accessible to the public at the District Administrative Office Building, 6230 Sylvan Road, Citrus Heights, CA 95610 at least 24 hours prior to the special meeting in accordance with Government Code Section 54954.2.



Brittney Moore, Deputy Board Clerk

Dated: October 14, 2021

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



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

PHONE CALL IN: (253) 215-8782

PHONE MEETING ID: 870 5210 5054

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CALL TO ORDER:

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

ROLL CALL OF DIRECTORS:

PLEDGE OF ALLEGIANCE:

VISITORS:

PUBLIC COMMENT:

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

(A) Action Item

(D) Discussion Item

(I) Information Item

CONSENT CALENDAR: (I/A)

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

CC-1a. Minutes of the Special Meeting – August 18, 2021 (A)

CC-1b. Minutes of the Regular Meeting – August 18, 2021 (A)

CC-1c. Minutes of the Special Meeting – September 9, 2021 (A)

Recommendation: Approve the minutes of the August 18, 2021 Special and Regular Meetings and the September 9, 2021 Special Meeting.

- CC-2. Revenue Analysis Report for August and September 2021 (I)
- CC-3. Assessor/Collector's Roll Adjustment for August and September 2021 (I)
- CC-4. Treasurer's Report for August and September 2021 (I)
- CC-5. Treasurer's Report of Fund Balances for August and September 2021 (I)
- CC-6. Operating Budget Analysis for August and September 2021 (I)
- CC-7. Capital Projects Summary August and September 2021 (I)
- CC-8. Warrants for August and September 2021 (I)
- CC-9. Purchase Card Distributions for August and September 2021 (I)
- CC-10. Employee Recognitions (I)
- CC-11. Long-Range Agenda (I)
- CC-12. Engineering Department Report (I)
- CC-13. Operations Department Report (I)
- CC-14. 2021 Water Supply – Purchased and Produced (I)
- CC-15a. Water Supply Reliability for August 2021 (I)
- CC-15b. Water Supply Reliability for September 2021 (I)
- CC-16. Water Efficiency and Safety Program Update (I)

PRESENTATIONS:

None.

PUBLIC HEARINGS:

None.

STUDY SESSION:

- S-1. Presentation of 2022 Miscellaneous Fees and Charges and Capacity Fees (I/D)

Recommendation:

Provide direction to staff on the draft Miscellaneous Fees, Charges and Capacity Fees for 2022.

BUSINESS:

- B-1. Discussion and Possible Action to Consider Selection of Sacramento Local Agency Formation Commission (Sacramento LAFCo) Special District Commissioner and Alternate Special District Commissioner (A)

Recommendation:

Provide staff direction concerning the Sacramento LAFCo Special District Commissioner and Alternate Special District Commissioner Election.

- B-2. Discussion and Possible Action to Approve District Policy Updates (A)

Recommendations:

1. Approve updates to the District's Human Resources Policies (4000 Series)
2. Approve updates to the District's Accounts Receivable Policies (7000 Series)

- B-3. Discussion and Possible Action to Approve Resolution 07-2021 Authorizing Remote Public Meetings (A)

Recommendation:

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

MANAGEMENT SERVICES REPORTS (I):

None.

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

None.

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

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

CLOSED SESSION:

None.


FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

November 10, 2021	6:30 PM	Special Meeting
November 17, 2021	6:30 PM	Regular Meeting
December 15, 2021	6:30 PM	Regular Meeting

ADJOURNMENT:

CERTIFICATION:

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



Brittney Moore, Deputy Board Clerk

Dated: October 14, 2021

CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING MINUTES
August 18, 2021

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

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

Staff:

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

PLEDGE OF ALLEGIANCE:

President Wheaton led the Pledge of Allegiance.

PUBLIC COMMENT:

None.

President Wheaton adjourned the meeting to closed session at 6:10 p.m.

CLOSED SESSION:

CL-1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

a. Pursuant to Section 54956.8:

Property: Parcel Number 243-0180-012-0000
Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson, Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Brittney Moore
Negotiating Parties: Gloria Dyer
Under Negotiation: Price and Terms of Payment

b. Pursuant to Section 54956.8:

Property: Parcel Number 243-0180-001-0000
Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson, Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Brittney Moore
Negotiating Parties: Muhammad Arif

Under Negotiation: Price and Terms of Payment

c. Pursuant to Section 54956.8:

Property: Parcel Number 243-0180-002-0000

Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson, Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Brittney Moore

Negotiating Parties: Teresita Kumar, Ashwani Kumar

Under Negotiation: Price and Terms of Payment

d. Pursuant to Section 54956.8:

Property: Parcel Number 243-0180-004-0000

Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson, Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Brittney Moore

Negotiating Parties: Dean Eichelmann

Under Negotiation: Price and Terms of Payment

No Reportable Action.

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

No Reportable Action.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 8:07 p.m.

APPROVED:

Brittney C. Moore
Deputy Secretary
Citrus Heights Water District

DAVID C. WHEATON, President
Board of Directors
Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS REGULAR MEETING MINUTES
August 18, 2021

The Regular Meeting of the Board of Directors was called to order at 8:17 p.m. by President Wheaton and roll was called. Present were:

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

Staff:

Steve Anderson, General Counsel
Tim Cutler, Water Distribution Supervisor
Paul Dietrich, Project Manager
Brian Hensley, Water Resources Supervisor
Dana Mellado, Management Analyst
Brittney Moore, Senior Management Analyst/ Deputy Board Clerk
Melissa Pieri, Director of Engineering/ District Engineer
Alberto Preciado, Accounting Manager
Rebecca Scott, Director of Operations
Hilary Straus, General Manager
Susan Talwar, Director of Finance and Administrative Services

Teresa L. Highsmith, Special Counsel

PUBLIC COMMENT:

None.

CONSENT CALENDAR:

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

- CC-1a. Minutes of the Regular Meeting – June 16, 2021 (A)
- CC-1b. Minutes of the Special Meeting – June 29, 2021 (A)
Recommendation: Approve the minutes of the June 16, 2021 Regular Meeting, and the June 29, 2021 Special Meeting.
- CC-2. Revenue Analysis Report for June and July 2021 (I)
- CC-3. Assessor/Collector's Roll Adjustment for June and July 2021 (I)
- CC-4. Treasurer's Report for June and July 2021 (I)
- CC-5. Treasurer's Report of Fund Balances for June and July 2021 (I)
- CC-6. Operating Budget Analysis for June and July 2021 (I)
- CC-7. Capital Projects Summary June and July 2021 (I)
- CC-8. Warrants for June and July 2021 (I)
- CC-9. Purchase Card Distributions for June and July 2021 (I)
- CC-10. Employee Recognitions (I)
- CC-11. Long-Range Agenda (I)
- CC-12. Engineering Department Report (I)
- CC-13. Operations Department Report (I)

- CC-14. 2021 Water Supply – Purchased and Produced (I)
- CC-15a. June Water Supply Reliability (I)
- CC-15b. July Water Supply Reliability (I)
- CC-16. Water Efficiency and Safety Program Update (I)
- CC-17. 2021 Strategic Plan Update and 2022 Strategic Plan

Recommendation:

1. Receive and file an update of the 2021 Strategic Plan.
2. Approve the 2022 Strategic Plan, and direct that Strategic Planning Objectives be included in the 2022 proposed budget, which will be considered by the Board of Directors for adoption later in 2021 for The 2022 budget year.

- CC-18. Discussion and Possible Action to Approve Agreement with Flowline Contractors, Inc. for Fair Oaks Water Main Replacement Project (A)

Recommendation:

Accept the bid of Flowline Contractors, Inc. in the amount of \$261,273.00 and establish a contingency fund in the amount of \$26,127.00 (10%), for a total amount of \$287,400.00. Authorize the General Manager to execute an agreement with Flowline Contractors, Inc.

ACTION:

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

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

PRESENTATIONS:

- P-1. Capital Improvement Program. (CIP) Update

PUBLIC HEARINGS:

None.

STUDY SESSION:

None.

BUSINESS:

- B-1. Discussion and possible Action to Approve District Policy Updates (A)

ACTION:

The Board requested that staff bring this back for further discussion at the September 15, 2021 and October 20, 2021 Regular Meetings.

MANAGEMENT SERVICES REPORTS (I):

None.

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

None.

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

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

CLOSED SESSION:

None.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 9:42 p.m.

APPROVED:

BRITTNEY C. MOORE
Deputy Secretary
Citrus Heights Water District

DAVID C. WHEATON, President
Board of Directors
Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING MINUTES
September 9, 2021

The Special Meeting of the Board of Directors was called to order at 6:39 p.m. by President Wheaton and roll was called. Present were:

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

Staff:

Melissa Pieri, Director of Engineering/District Engineer
Rebecca Scott, Director of Operations
Hilary Straus, General Manager
Susan Talwar, Director of Finance and Administrative Services

Habib Isaac, IB Consulting

PLEDGE OF ALLEGIANCE:

President Wheaton led the Pledge of Allegiance.

PUBLIC COMMENT:

None.

PRESENTATIONS:

P-1. Financial Planning & 2022 Budget Workshop (I/D)

ACTION

Director Riehle moved to instruct CHWD to move forward with Scenario 3 and prepare Prop 218 Notice as required. Vice President Sheehan seconded the motion.

Financial Plan Scenarios	Project 2030 Surcharge	Pass-Throughs	Corp Yard	Reserve Transfers	1 st Base Rate Adjustment
Scenario 3	CY 2022	Yes	Loan (\$5M)	-	Jan 2022

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

ACTION

Director Riehle moved to cancel the September 15, 2021 Regular Meeting to allow staff to prepare the Prop. 218 Notice. Vice President Sheehan seconded the motion.

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

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 8:42 p.m.

APPROVED:

Brittney C. Moore
Deputy Secretary
Citrus Heights Water District

DAVID C. WHEATON, President
Board of Directors
Citrus Heights Water District

AUGUST 2021
REVENUE ANALYSIS

Outstanding Receivables

Aged Trial Balance					
Total	Current	31-90	91-150	>150	Unapplied Current
1,225,965	1,091,572	109,372	33,897	104,194	113,070

General Ledger Balance	Total
Outstanding A/R	1,307,826.92
Outstanding Liens	-
Outstanding Grants	946
A/R Other	(12,048)
Less Unapplied Payments	(114,833)
Total	\$ 1,181,892

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

CC-03

There were no adjustments made for August 2021.

Reason For Cancellation	Charge Type	Amount
		<u>\$ -</u>

**TREASURER'S REPORT TO THE BOARD OF DIRECTORS
AUGUST 2021**


Bank of the West			
Beginning Balance			\$4,959,684
RECEIPTS:		1,447,287	
DISBURSEMENTS:			
Checks Issued / ACH Payments	1,515,398		
Payroll	320,181		
Returned Checks	<u>2,169</u>		
		<u>1,837,748</u>	<u>(390,461)</u>
Bank of the West			
Balance per Bank 08/31/2021			4,569,223
Outstanding Checks			(108,953)
Deposit in Transit			<u>84,976</u>
Balance Per Books 08/31/2021			<u>\$4,545,246</u>

RECONCILEMENT:			
Bank of the West			\$4,545,246
Local Agency Investment Fund			14,514,440
Money Mkt Activity Account			<u>544,002</u>
TOTAL BALANCE			<u><u>\$19,603,688</u></u>


CASH & INVESTMENT SUMMARY:			
Bank of the West (General Account)			4,545,246
Local Agency Investment Fund			14,514,440
Money Mkt Activity Account			<u>544,002</u>
Total			<u><u>\$19,603,688</u></u>

INSTITUTION	MATURITY DATE	INT RATE	DEPOSIT AMOUNT	DATE OF LAST TRANSACTION
Local Agency Investment Fund	Daily	0.33%	8,291.36	7/15/2021

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



SUSAN K. TALWAR
 Treasurer




HILARY M. STRAUS
 Secretary

Signed: 09/09/2021

TREASURER'S REPORT OF FUND BALANCES
August 31, 2021

Fund Name	Beginning Balance 01/01/2021	Year to Date Transfers In / Collections	Year to Date Transfers Out	Current Month Transfers In / Collections	Current Month Transfers Out	Ending Balance 08/31/2021	2021 Target Balance per Policy
Operating Fund	\$ 5,562,075	\$ 9,968,356	\$ (10,345,042)	\$ 1,447,394	\$ (1,837,854)	\$ 4,794,927	\$ 2,334,017
Operating Reserve	\$ 3,592,065	\$ -	\$ -	\$ -	\$ -	\$ 3,592,065	N/A
Rate Stabilization Fund	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000
Capital Improvement Reserve	\$ 2,796,860	\$ -	\$ -	\$ -	\$ -	\$ 2,796,860	\$ 2,681,248
Restricted for Debt Service	\$ 536,963	\$ -	\$ -	\$ -	\$ -	\$ 536,963	N/A
Water Supply Reserve	\$ 1,623,173	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 2,623,173	N/A
Water Efficiency Reserve	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ 200,000
Water Meter Replacement Reserve	\$ 1,525,000	\$ 200,000	\$ -	\$ -	\$ -	\$ 1,725,000	N/A
Fleet Equipment Reserve	\$ 334,253	\$ -	\$ -	\$ -	\$ -	\$ 334,253	\$ 318,559
Employment-Related Benefits Reserve	\$ 405,319	\$ 581,643	\$ -	\$ -	\$ -	\$ 986,962	\$ 986,962
	<u>\$ 17,575,708</u>	<u>11,749,999</u>	<u>\$ (10,345,042)</u>	<u>\$ 1,447,394</u>	<u>\$ (1,837,854)</u>	<u>\$ 18,590,203</u>	<u>\$ 7,520,786</u>



SUSAN K. TALWAR, Treasurer

TREASURER'S REPORT OF FUND BALANCES
August 31, 2021

Fund Transfers Summary:

The Operating Fund Transferred:	\$ 1,447,394	from funds collected in August 2021 per Treasurer's Report
	<u>\$ (1,837,854)</u>	disbursements made in August 2021 per Treasurer's Report
	\$ (390,461)	

Citrus Heights Water District
Budget Performance Report
As of 8/31/2021

	August	Year-to-Date	Year-to-Date	YTD Variance		Annual
	Actual	Actual	Budget	Amount	Percent	Budget
Revenues						
Metered Service Charges	\$890,836.06	\$6,902,421.56	\$6,390,728.00	\$511,693.56	8.01%	\$9,586,090.00
Metered Water Deliveries	819,295.51	3,554,366.35	3,062,704.00	491,662.35	16.05%	5,234,960.00
Non-Metered Service Charges	12,871.48	69,919.68	93,336.00	(23,416.32)	-25.09%	140,000.00
Penalties	496.00	3,977.97	87,757.00	(83,779.03)	-95.47%	150,000.00
Interest	2,241.92	37,338.93	30,360.00	6,978.93	22.99%	45,535.00
Backflow Fees	6,098.60	38,974.00	77,336.00	(38,362.00)	-49.60%	116,000.00
Water Service Install & S&R	4,865.84	181,446.53	18,200.00	163,246.53	896.96%	27,300.00
Grant Funds		1,875.00		1,875.00	0.00%	0.00
Miscellaneous *	4,826.15	20,456.99	98,000.00	(77,543.01)	-79.13%	147,000.00
Cost Reimbursements	319.65	32,108.36		32,108.36	0.00%	0.00
Income - Wheeling Water		13,946.39	1,800.00	12,146.39	674.80%	2,700.00
Income - Connection Fees		259,514.75		259,514.75	0.00%	0.00
Total Revenue	1,741,851.21	11,116,346.51	9,860,221.00	1,256,125.51	12.74%	15,449,585.00
& other Miscellaneous Revenue Sources						
Operating Expenses						
Cost of Water						
Purchased Water	755,887.97	1,946,039.69	2,123,909.60	(177,869.91)	-8.37%	3,185,864.40
Ground Water	99,632.98	606,829.34	634,669.84	(27,840.50)	-4.39%	952,004.76
	855,520.95	2,552,869.03	2,758,579.44	(205,710.41)	-7.46%	4,137,869.16
Labor & Benefits						
Labor Regular	228,226.48	2,064,142.12	2,239,696.88	(175,554.76)	-7.84%	3,359,545.32
Labor Non-Regular	1,174.60	7,298.74		7,298.74	0.00%	
Labor Taxes	21,106.27	165,344.46	178,147.04	(12,802.58)	-7.19%	267,220.56
Labor Workers Comp		29,295.38	61,000.00	(31,704.62)	-51.97%	91,500.00
Labor External	10,324.60	69,522.30	84,053.36	(14,531.06)	-17.29%	126,080.04
Benefits Med/Den/Vis	46,599.72	344,004.63	342,934.48	1,070.15	0.31%	514,401.72
Benefits LTD/Life/EAP	3,234.42	31,644.97	35,276.08	(3,631.11)	-10.29%	52,914.12
Benefits CalPers	21,253.21	178,888.09	220,412.80	(41,524.71)	-18.84%	330,619.20
Benefits Other	7,172.69	75,389.31	86,086.96	(10,697.65)	-12.43%	129,130.44
Benefit Retiree Expenses	4,415.05	30,661.20	37,894.96	(7,233.76)	-19.09%	56,842.44
Benefit Unemployment			6,173.84	(6,173.84)	-100.00%	9,260.76
Benefit GASB 68		404,057.00	272,700.00	131,357.00	48.17%	409,050.00
Capitalized Labor & Benefit Contra	(54,227.23)	(357,616.96)	(333,333.36)	(24,283.60)	7.29%	(500,000.04)
	289,279.81	3,042,631.24	3,231,043.04	(188,411.80)	-5.83%	4,846,564.56
General & Administrative						
Fees & Charges	19,269.31	101,841.53	139,350.00	(37,508.47)	-26.92%	209,025.00
Regulatory Compliance/Permits	315.00	51,125.01	79,983.36	(28,858.35)	-36.08%	119,975.04
District Events & Recognition	3,128.90	19,832.38	64,482.08	(44,649.70)	-69.24%	96,723.12
Maintenance/Licensing	2,933.50	146,171.89	96,534.00	49,637.89	51.42%	144,801.00
Equipment Maintenance	7,339.40	43,880.74	75,583.28	(31,702.54)	-41.94%	113,374.92
Professional Development	2,214.90	18,523.91	89,459.36	(70,935.45)	-79.29%	134,189.04
Department Admin	-170	(170.00)	17,800.08	(17,970.08)	-100.96%	26,700.12

Citrus Heights Water District
Budget Performance Report
As of 8/31/2021

	August	Year-to-Date	Year-to-Date	YTD Variance		Annual
	Actual	Actual	Budget	Amount	Percent	Budget
Dues & Subscriptions	979.61	201,087.90	138,615.36	62,472.54	45.07%	207,923.04
Fuel & Oil	6,200.03	39,014.92	42,160.00	(3,145.08)	-7.46%	63,240.00
General Supplies	1,762.26	47,810.76	46,133.28	1,677.48	3.64%	69,199.92
Insurance - Auto/Prop/Liab	84.60	78,027.45	68,000.00	10,027.45	14.75%	102,000.00
Leasing/Equipment Rental	733.33	16,650.64	26,600.00	(9,949.36)	-37.40%	39,900.00
Parts & Materials	6,243.78	232,504.26	36,666.64	195,837.62	534.10%	54,999.96
Postage/Shipping/Freight	4,541.66	38,955.20	115,000.00	(76,044.80)	-66.13%	172,500.00
Rebates & Incentives	1,462.70	6,107.49	22,666.64	(16,559.15)	-73.06%	33,999.96
Telecom/Network	1,171.84	23,330.94	45,426.64	(22,095.70)	-48.64%	68,139.96
Tools & Equipment	1,860.20	32,327.64	59,733.36	(27,405.72)	-45.88%	89,600.04
Utilities	2,659.91	5,892.70		5,892.70	0.00%	
Write-Off Bad Debt Exp		21.44	3,333.36	(3,311.92)	-99.36%	5,000.04
Capitalized G&A Contra	(20,290.10)	(210,428.06)		(210,428.06)	0.00%	
Capitalized Equipment Contra	(46,469.22)	(220,457.27)		(220,457.27)	0.00%	
	(4,028.39)	672,051.47	1,167,527.44	(495,475.97)	-42.44%	1,751,291.16
Professional & Contract Services						
Support Services	44,021.47	719,866.74	1,182,310.08	(462,443.34)	-39.11%	1,773,465.12
Legal Services	30,833.54	133,532.76	274,999.92	(141,467.16)	-51.44%	412,499.88
Printing Services	369.24	9,316.85	23,800.08	(14,483.23)	-60.85%	35,700.12
	75,224.25	862,716.35	1,481,110.08	(618,393.73)	-41.75%	2,221,665.12
Reserves & Debt Services						
Interest Expense		43,759.37	49,822.25	(6,062.88)	-12.17%	74,733.37
Net Increase(Decrease) in Value of Investments		14,738.10		14,738.10	0.00%	
		58,497.47	49,822.25	8,675.22	17.41%	74,733.37
Total Operating Expenses	1,215,996.62	7,188,765.56	8,688,082.25	(1,499,316.69)	-17.26%	13,032,123.37
Net Income / (Expense)	525,854.59	3,927,580.95	1,172,138.75	2,755,442.20	235.08%	2,417,461.63

Citrus Heights Water District
 Capital Projects Summary
 Fiscal Period End as of 8/2021

CC-7

Project Number	Project Name	BUDGET		AMOUNTS PAID			Remaining Budget
		Project Forecast Budget	Expenditures to 12/2020	Month to Date	Year to Date	Project to Date	
C16-134	Auburn Blvd-Rusch Park Placer	\$167,000	\$1,438	\$60	\$2,585	\$4,023	\$162,977
C19-108	6230 Sylvan East Wall	\$245,000	\$7,653	\$0	\$9,095	\$16,748	\$228,252
C20-108	Corp Yard PreArchitecture Stdy	\$100,000	\$1,676	\$0	\$0	\$1,676	\$98,324
C20-109	Corp Yard Plans Specs Estimate	\$400,000	\$0	\$0	\$0	\$0	\$400,000
Construction in Progress		\$912,000	\$10,767	\$60	\$11,681	\$22,447	\$889,553
C21-010	Water Main Replacements	\$72,100	\$0	\$0	\$0	\$0	\$72,100
C21-011	Water Valve Replacements	\$103,000	\$0	\$5,252	\$29,847	\$29,847	\$73,153
C21-012	Water Service Connections	\$875,500	\$0	\$70,769	\$559,005	\$559,005	\$316,495
C21-013	Water Meter Replacements	\$500,000	\$0	\$0	\$78,997	\$78,997	\$421,003
C21-014	Fire Hydrants	\$164,800	\$0	\$32	\$50,581	\$50,581	\$114,219
Annual Infrastructure		\$1,715,400	\$0	\$76,053	\$718,430	\$718,430	\$996,970
C15-104B	Document Management System	\$244,639	\$5,361	\$0	\$0	\$5,361	\$239,278
C21-003	Fleet/Field Operations Equip	\$260,000	\$0	\$0	\$0	\$0	\$260,000
C21-004	Technology Hardware/Software	\$56,650	\$0	\$0	\$12,841	\$12,841	\$43,809
Fleet and Equipment		\$561,289	\$5,361	\$0	\$12,841	\$18,202	\$543,087
C15-109	Blossom Hill Way 6" & 10" Inte	\$27,777	\$0	\$0	\$0	\$0	\$27,777
C15-110	Crestmont Ave 6" Intertie	\$24,979	\$91	\$0	\$0	\$91	\$24,888
C19-106	Wells Ave Main 8"	\$219,003	\$30,302	\$1,859	\$154,832	\$185,134	\$33,869
C20-101	Fair Oaks Blvd	\$475,137	\$10,210	\$1,074	\$30,453	\$40,663	\$434,474
C20-102	Langley Ave & Chance Dr	\$504,057	\$46,739	\$235,497	\$253,421	\$300,160	\$203,897
C20-103	Marsala Ct	\$31,602	\$22,081	\$50	\$50	\$22,131	\$31,552
C20-104	Skycrest School	\$104,022	\$5,536	\$15,734	\$37,097	\$42,632	\$61,390
C20-105	Walnut Drive	\$105,247	\$3,732	\$0	\$11,234	\$14,967	\$90,280
C20-106	Wisconsin Drive	\$301,990	\$42,391	\$260	\$218,750	\$261,141	\$40,849
C21-101	Antelope & Rusch Park	\$187,741	\$0	\$1,528	\$39,328	\$39,328	\$148,413
C21-102	Old Auburn Road	\$91,459	\$0	\$0	\$1,003	\$1,003	\$90,456
C21-103	Pratt Ave	\$39,043	\$0	\$2,132	\$44,425	\$44,425	(\$5,382)
C21-104	Mesa Verde HS	\$118,779	\$0	\$6,803	\$30,653	\$30,653	\$88,126
C21-105	Madison Ave & Dewey Dr	\$28,138	\$0	\$422	\$422	\$422	\$27,716
Water Mains		\$2,258,974	\$161,082	\$265,358	\$821,669	\$982,751	\$1,298,304

Citrus Heights Water District
 Capital Projects Summary
 Fiscal Period End as of 8/2021

CC-7

Project Number	Project Name	BUDGET		AMOUNTS PAID			Remaining Budget
		Project Forecast Budget	Expenditures to 12/2020	Month to Date	Year to Date	Project to Date	
C21-005	Facilities Improvements	\$60,000	\$0	\$75,584	\$85,831	\$85,831	(\$25,831)
C21-040	Other City Partnerships	\$112,551	\$0	\$0	\$0	\$0	\$112,551
C21-040B	Elec. Greenway Bike Trail	\$0	\$0	\$60	\$314	\$314	(\$314)
C21-040C	MSR2S Phase4	\$0	\$0	\$66	\$9,662	\$9,662	(\$9,662)
C21-040E	Bonita Storm Drain	\$0	\$0	\$14,565	\$14,565	\$14,565	(\$14,565)
C21-041	Other Misc Infrastructure	\$112,551	\$0	\$0	\$0	\$0	\$112,551
Miscellaneous Projects		\$285,102	\$0	\$90,275	\$110,371	\$110,371	\$174,731
C17-104	Groundwater Well Property Acq	\$640,000	\$370,943	\$0	\$6,080	\$377,023	\$262,977
C17-104A	Well #7 Patton	\$250,000	\$45,712	\$1,459	\$135,374	\$181,085	\$68,915
C17-104B	Well #8 Highland	\$0	\$37,483	\$15	\$213,221	\$250,705	(\$250,705)
C20-107	Well Design & Construction	\$1,105,500	\$0	\$0	\$0	\$0	\$1,105,500
C21-020	Groundwater Well Improvements	\$154,500	\$0	\$0	\$0	\$0	\$154,500
Wells		\$2,150,000	\$454,138	\$1,474	\$354,675	\$808,813	\$1,341,187
Grand Totals:		\$7,882,765	\$631,347	\$433,221	\$2,029,666	\$2,661,013	\$5,243,833

AUGUST 2021 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
71940	Neil D Ousely	Customer Refund	\$23.33
71941	Richard E/Audrey R Ball Trust	Customer Refund	\$176.56
71942	Kathie A Beckner	Customer Refund	\$148.74
71943	Zabira Abdullina	Customer Refund	\$17.64
71944	Loretta S Miller	Customer Refund	\$208.99
71945	Dmitriy/Ina Brodskiy	Customer Refund	\$52.25
71946	Ian/Amy France	Customer Refund	\$75.89
71947	ACWA/JPIA	Workers Comp Insurance	\$15,413.42
71948	AIA Services, LLC/NDS	Water Conservation-Supplies	\$86.16
71949	Bart/Riebes Auto Parts	Repair-Trucks	\$230.59
71950	Central Valley Engineering & Asphalt, Inc.	Contract Services-PAVING	\$49,159.00
71951	Brady Chambers	Continued Education	\$667.72
71952	Robin Cope	Health Insurance	\$457.00
71953	Cybex	Equipment Rental-Office	\$179.62
71954	Ferguson Enterprises Inc #1423	Material	\$3,036.24
71955	Hunt & Sons Inc	Gas & Oil	\$585.77
71956	Integrity Administrators Inc	Health Insurance	\$255.99
71957	Kei Window Cleaning #12	Janitorial	\$98.00
71958	Mason Smith Success Strategies	Contract Services- Financial	\$13,500.00
71959	Nor Cal Perlite Inc	Supplies-Field	\$2,132.00
71960	Post Modern Marketing	Contract Services- Other	\$250.00
71961	Republic Services #922	Utilities	\$1,552.85
71962	River City Staffing Group	Temporary Labor	\$2,021.25
71963	Les Schwab Tires	Repair-Trucks	\$595.52
71964	Simon and Company Inc	Contract Services- Other	\$1,000.00
71965	SMUD	Utilities	\$43,946.67
71966	Sonitrol	Equipment Rental-Office	\$196.39
71967	Brent C/Patricia M Claydon	Customer Refund	\$78.86
71968	James A Elliott	Customer Refund	\$193.74
71969	Ronald M/Cindy Purinton	Customer Refund	\$13.87
71970	Joseph J/Julianne Jacino	Customer Refund	\$24.20
71971	Curtis D Conable	Customer Refund	\$69.54
71972	Victoria A White	Customer Refund	\$240.00
71973	Dmitriy/Ina Brodskiy	Customer Refund	\$130.95
71974	Sean C Stoica	Customer Refund	\$114.09
71975	ACWA/JPIA	Workers Comp Insurance	\$84.60
71976	AFLAC	Employee Paid Insurance	\$166.66
71977	AnswerNet	Telephone-Answering Service	\$366.05
71978	AUL Health Benefit Trust	Health Insurance	\$3,432.06
71979	Derek/ Sue Baxter	Toilet Rebate Program	\$150.00
71980	Patricia Burden	Toilet Rebate Program	\$82.45
71981	Campbell Keller	Material	\$270.83
71982	Colantuono, Highsmith & Whatley, PC	Legal & Audit	\$14,607.00
71983	Consolidated	Telephone-Local/Long Distance	\$1,171.84
71984	Rarestep, Inc	Maintenance Agreement-Software	\$2,322.00

AUGUST 2021 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
71985	IB Consulting LLC	Contract Services- Miscellaneous	\$10,395.00
71986	J Comm Inc	Contract Services- Other	\$10,000.00
71987	Kaler/Dobler Construction Inc	Contract Services-Engineering	\$71,770.60
71988	One Print Source & Graphics	Printing	\$369.24
71989	Prime Auto Repair	Repair-Trucks	\$106.33
71990	Quick Quack Car Wash	Maintenance Agreement-Equipment	\$298.30
71991	River City Staffing Group	Temporary Labor	\$2,021.25
71992	Sacramento County	Maintenance Agreement-Software	\$2,995.00
71993	Sonsray Machinery, LLC	Fixed Assets	\$1,018.58
71994	Superior Equipment Repair	Repair-Trucks	\$138.07
71995	Walker's Office Supplies	Office Expense	\$53.88
71996	Wex Bank	Gas & Oil	\$4,564.68
71997	Williams+Paddon	Contract Services-Engineering	\$934.50
71998	Carole M Sterling Trust	Customer Refund	\$23.45
71999	Kenneth W/Susan C Phillippi	Customer Refund	\$42.22
72000	Inga/Gregory A Rosenthal	Customer Refund	\$11.36
72001	Lawrence Ochsner	Customer Refund	\$180.64
72002	Robert S/Lori M Swilley	Customer Refund	\$189.52
72003	Sergey Shtirbu	Customer Refund	\$81.20
72004	Trayvis S Williams Estate	Customer Refund	\$249.53
72005	KP Investments LLC	Customer Refund	\$135.94
72006	James J Arnett	Customer Refund	\$112.90
72007	Brandon M/Erin C Mahoney	Customer Refund	\$9.18
72008	Shariar Sheik	Customer Refund	\$225.00
72009	Keri Dunn	Customer Refund	\$378.60
72010	Melissa A Bates	Customer Refund	\$10.47
72011	Jason Schmitt	Customer Refund	\$179.50
72012	Roman Mitros	Customer Refund	\$346.27
72013	Maria Kuresa	Customer Refund	\$974.95
72014	A&A Stepping Stone Manufacturing	Supplies-Field	\$193.95
72015	ABA DABA Rentals & Sales	Supplies-Field	\$61.42
72016	Airgas USA, LLC	Supplies-Field	\$147.08
72017	Alexander's Contract Services	Contract Services-Meter Read	\$8,439.61
72018	Applied Best Practices	Contract Services- Financial	\$1,200.00
72019	Aqua-Metric Sales, Co	Material	\$1,745.55
72020	AREA Restroom Solutions	Equipment Rental-Field	\$151.04
72021	Axiom Technologies LLC	Contract Services- Other	\$4,832.50
72022	Bart/Riebes Auto Parts	Repair-Trucks	\$204.94
72023	Best Best & Krieger	Legal & Audit	\$14,683.94
72024	BSK Associates	Water Analysis	\$1,955.00
72025	Capio	Continued Education	\$20.00
72026	Certex Usa Inc	Supplies-Field	\$883.74
72027	City of Citrus Heights	Permit Fees	\$1,858.90
72028	Corelogic Information Solutions Inc	Dues & Subscriptions	\$212.18
72029	Jo Ann K Franklin	Customer Refund	\$190.00

AUGUST 2021 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
72030	County of Sacramento - Clerk	Publication Notices	\$50.00
72031	County of Sacramento	Permit Fees	\$315.00
72032	Sacramento County Utilities	Utilities	\$117.74
72033	Tamar Dawson	Continued Education	\$167.87
72034	Employee Relations Inc	Contract Services- Other	\$283.35
72035	Toni Fowler	Toilet Rebate Program	\$150.00
72036	GEI Consultants	Contract Services-Wells	\$3,526.50
72037	Steven/ Teresita Hinkle	Toilet Rebate Program	\$95.00
72038	Lowe's	Supplies-Field	\$359.10
72039	Moonlight BPO LLC	Contract Services-Bill Print/Mail	\$4,361.45
72040	Occu-Med	Office Miscellaneous	\$173.50
72041	Pacific Gas & Electric	Utilities	\$13.89
72042	Rawles Engineering Inc	Contract Services- Miscellaneous	\$223,155.00
72043	Catherine Redman	Toilet Rebate Program	\$136.09
72044	Lynn A Reese	Toilet Rebate Program	\$75.00
72045	River City Staffing Group	Temporary Labor	\$2,021.25
72046	San Juan Water District	Purchased Water	\$755,887.97
72047	Stephanie Sheperd	Toilet Rebate Program	\$75.00
72048	Shred It-Usa	Equipment Rental-Office	\$1,751.68
72049	Hilary Straus	Continued Education	\$315.00
72050	State Water Resources Control Board	Dues & Subscriptions	\$120.00
72051	A. Teichert & Son, Inc.	Road Base	\$3,322.33
72052	USA North 811	Dues & Subscriptions	\$4,429.19
72053	Janis Vanek	Toilet Rebate Program	\$150.00
72054	Wallace Kuhl & Associates Inc	Contract Services- Miscellaneous	\$260.00
72055	WaterWise Consulting, Inc	Contract Services-Water Conservation	\$7,300.00
72056	Warren Consulting Engineers Inc	Contract Services-Engineering	\$7,600.00
72057	Wizix Technology Group Inc	Equipment Rental-Office	\$206.28
72058	County of Sacramento - Clerk	Publication Notices	\$50.00
72059	State Water Resources Control Board	Dues & Subscriptions	\$60.00
72060	Void	Void	\$0.00
72061	Void	Void	\$0.00
72062	Andrew W Davidson	Toilet Rebate Program	\$150.00
Total			\$1,320,860.53
ACH	1168-2021-7 INVOICE CLOUD	Bank Fee	\$6,085.90
ACH	ADP 586769574	Contract Services-Financial	\$268.70
ACH	ADP585447998	Contract Services-Financial	\$28.25
ACH	ADP585925539	Contract Services-Financial	\$377.40
ACH	CA CHOICE SEPT21	Health Insurance	\$47,363.33
ACH	CHASE JULY 2021	Bank Fee	\$3,963.72
ACH	ICMA 8/5/21 PAYDAY	Deferred Compensation	\$8,051.14
ACH	JP MORGAN JULY 2021	See August Agenda Item CC-9	\$9,378.44
ACH	JP MORGAN JULY 2021 AP	See August Agenda Item CC-9	\$15.00

AUGUST 2021 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
ACH	JULY 2021 FICA	Health Insurance	\$470.65
ACH	MID AMERICA 8/3-8/9/21	Employee Paid Insurance	\$372.31
ACH	PERS 7/22/21 PAYDAY	PERS	\$20,368.70
ACH	PERS GASB68 S.FEE	PERS	\$1,050.00
ACH	PRINCIPAL SEPT 2021	Health Insurance	\$8,195.20
ACH	VALIC 8/5/21 PAYDAY	Deferred Compensation	\$2,127.51
ACH	BOW JULY 2021	Bank Fee	\$1,498.20
ACH	MID AMERICA 8/10-8/16/21	Employee Paid Insurance	\$626.63
Total			<hr/> \$110,241.08 <hr/>
Grand Total			<hr/> <hr/> \$1,431,101.61 <hr/> <hr/>

**JP Morgan Purchase Card Distributions
Aug-21**

Name	District Events & Recognition	Tools & Equipment	Equipment Maintenance	Professional Development	General Supplies	Maintenance/ Licensing	Dues & Subscription	CIP	Total Bill
Shockley	\$ 752.07	\$ 365.11	\$ 76.84	\$ 2,214.71	\$ 1,207.04				\$ 4,615.77
Moore	\$ 214.24								\$ 214.24
Talwar	\$ 59.70					\$ 275.00	\$ 3.99		\$ 338.69
Scott	\$ 41.05							\$ 32.53	\$ 73.58
Spiers			\$ 170.00		\$ 378.78				\$ 548.78
Cutler			\$ 170.00						\$ 170.00
Straus	\$ 5.38								\$ 5.38
Total Bill	\$ 1,072.44	\$ 365.11	\$ 416.84	\$ 2,214.71	\$ 1,585.82	\$ 275.00	\$ 3.99	\$ 32.53	\$ 5,966.44

SEPTEMBER 2021

REVENUE ANALYSIS

Outstanding Receivables

Aged Trial Balance					
Total	Current	31-90	91-150	>150	Unapplied Current
1,493,847	1,230,666	198,521	51,121	107,532	93,993

General Ledger Balance	Total
Outstanding A/R	1,560,549.08
Outstanding Liens	-
Outstanding Grants	946
A/R Other	(18,698)
Less Unapplied Payments	(96,402)
Total	\$ 1,446,396

**CITRUS HEIGHTS WATER DISTRICT
ASSESSOR/COLLECTOR'S ROLL ADJUSTMENTS FOR
September 30, 2021**

CC-03

There were no adjustments made for September 2021.

Reason For Cancellation	Charge Type	Amount
		\$ -

**TREASURER'S REPORT TO THE BOARD OF DIRECTORS
SEPTEMBER 2021**


Bank of the West		
Beginning Balance		\$4,569,223
RECEIPTS:	1,890,863	
DISBURSEMENTS:		
Checks Issued / ACH Payments	394,820	
Payroll	517,206	
Returned Checks	2,435	
	914,462	976,401
Bank of the West		
Balance per Bank 09/30/2021		5,545,624
Outstanding Checks		(262,340)
Deposit in Transit		146,574
Balance Per Books 09/30/2021		\$5,429,858

RECONCILEMENT:	
Bank of the West	\$5,429,858
Local Agency Investment Fund	14,514,440
Money Mkt Activity Account	544,006
TOTAL BALANCE	\$20,488,304


CASH & INVESTMENT SUMMARY:	
Bank of the West (General Account)	5,429,858
Local Agency Investment Fund	14,514,440
Money Mkt Activity Account	544,006
Total	\$20,488,304

INSTITUTION	MATURITY DATE	INT RATE	DEPOSIT AMOUNT	DATE OF LAST TRANSACTION
Local Agency Investment Fund	Daily	0.33%	8,291.36	7/15/2021

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



SUSAN K. TALWAR
 Treasurer

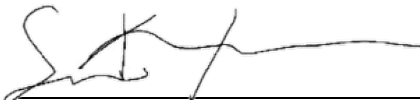


HILARY M. STRAUS
 Secretary

Signed: 10/13/2021

TREASURER'S REPORT OF FUND BALANCES
September 30, 2021

Fund Name	Beginning Balance 01/01/2021	Year to Date Transfers In / Collections	Year to Date Transfers Out	Current Month Transfers In / Collections	Current Month Transfers Out	Ending Balance 09/30/2021	2021 Target Balance per Policy
Operating Fund	\$ 5,562,075	\$ 11,415,749	\$ (12,182,897)	\$ 1,890,862.61	\$ (914,461.97)	\$ 5,771,328	\$ 2,334,017
Operating Reserve	\$ 3,592,065	\$ -	\$ -	\$ -	\$ -	\$ 3,592,065	N/A
Rate Stabilization Fund	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000
Capital Improvement Reserve	\$ 2,796,860	\$ -	\$ -	\$ -	\$ -	\$ 2,796,860	\$ 2,681,248
Restricted for Debt Service	\$ 536,963	\$ -	\$ -	\$ -	\$ -	\$ 536,963	N/A
Water Supply Reserve	\$ 1,623,173	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 2,623,173	N/A
Water Efficiency Reserve	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ 200,000
Water Meter Replacement Reserve	\$ 1,525,000	\$ 200,000	\$ -	\$ -	\$ -	\$ 1,725,000	N/A
Fleet Equipment Reserve	\$ 334,253	\$ -	\$ -	\$ -	\$ -	\$ 334,253	\$ 318,559
Employment-Related Benefits Reserve	\$ 405,319	\$ 581,643	\$ -	\$ -	\$ -	\$ 986,962	\$ 986,962
	<u>\$ 17,575,708</u>	<u>13,197,392</u>	<u>\$ (12,182,897)</u>	<u>\$ 1,890,863</u>	<u>\$ (914,462)</u>	<u>\$ 19,566,604</u>	<u>\$ 7,520,786</u>



 SUSAN K. TALWAR, Treasurer

TREASURER'S REPORT OF FUND BALANCES
September 30, 2021

Fund Transfers Summary:

The Operating Fund Transferred:	\$ 1,890,863	from funds collected in September 2021 per Treasurer's Report
	<u>\$ (914,462)</u>	disbursements made in September 2021 per Treasurer's Report
	\$ 976,401	

Citrus Heights Water District
Budget Performance Report
As of 9/30/2021

	September Actual	Year-to-Date Actual	Year-to-Date Budget	YTD Variance		Annual Budget
				Amount	Percent	
Revenues						
Metered Service Charges	\$1,125,181.49	\$8,027,603.05	\$7,189,569.00	\$838,034.05	11.66%	\$9,586,090.00
Metered Water Deliveries	1,023,356.46	4,577,722.81	3,909,339.00	668,383.81	17.10%	5,234,960.00
Non-Metered Service Charges	10,257.10	80,176.78	105,003.00	(24,826.22)	-23.64%	140,000.00
Penalties	25,618.00	29,595.97	112,016.00	(82,420.03)	-73.58%	150,000.00
Interest	1,371.66	38,710.59	34,155.00	4,555.59	13.34%	45,535.00
Backflow Fees	6,424.20	45,398.20	87,003.00	(41,604.80)	-47.82%	116,000.00
Water Service Install & S&R	16,337.64	197,784.17	20,475.00	177,309.17	865.98%	27,300.00
Grant Funds		1,875.00		1,875.00	0.00%	0.00
Miscellaneous *	(175.53)	20,281.46	110,250.00	(89,968.54)	-81.60%	147,000.00
Cost Reimbursements	2,653.39	34,761.75		34,761.75	0.00%	0.00
Income - Wheeling Water		13,946.39	2,025.00	11,921.39	588.71%	2,700.00
Income - Connection Fees		259,514.75		259,514.75	0.00%	0.00
Total Revenue	<u>2,211,024.41</u>	<u>13,327,370.92</u>	<u>11,569,835.00</u>	<u>1,757,535.92</u>	<u>15.19%</u>	<u>15,449,585.00</u>
*includes Assessments, New Account, Back Charges & other Miscellaneous Revenue Sources						
Operating Expenses						
Cost of Water						
Purchased Water		1,946,039.69	2,389,398.30	(443,358.61)	-18.56%	3,185,864.40
Ground Water	97,516.99	704,346.33	714,003.57	(9,657.24)	-1.35%	952,004.76
	<u>97,516.99</u>	<u>2,650,386.02</u>	<u>3,103,401.87</u>	<u>(453,015.85)</u>	<u>-14.60%</u>	<u>4,137,869.16</u>
Labor & Benefits						
Labor Regular	336,631.57	2,400,773.69	2,519,658.99	(118,885.30)	-4.72%	3,359,545.32
Labor Non-Regular	4,154.30	11,453.04		11,453.04	0.00%	
Labor Taxes	24,616.96	189,961.42	200,415.42	(10,454.00)	-5.22%	267,220.56
Labor Workers Comp		29,295.38	68,625.00	(39,329.62)	-57.31%	91,500.00
Labor External	14,784.45	84,306.75	94,560.03	(10,253.28)	-10.84%	126,080.04
Benefits Med/Den/Vis	36,283.35	380,287.98	385,801.29	(5,513.31)	-1.43%	514,401.72
Benefits LTD/Life/EAP	5,503.14	37,148.11	39,685.59	(2,537.48)	-6.39%	52,914.12
Benefits CalPers	21,526.10	200,414.19	247,964.40	(47,550.21)	-19.18%	330,619.20
Benefits Other	11,095.18	86,484.49	96,847.83	(10,363.34)	-10.70%	129,130.44
Benefit Retiree Expenses	3,501.05	34,162.25	42,631.83	(8,469.58)	-19.87%	56,842.44
Benefit Unemployment			6,945.57	(6,945.57)	-100.00%	9,260.76
Benefit GASB 68		404,057.00	306,787.50	97,269.50	31.71%	409,050.00
Capitalized Labor & Benefit Contra	(50,261.45)	(407,878.41)	(375,000.03)	(32,878.38)	8.77%	(500,000.04)
	<u>407,834.65</u>	<u>3,450,465.89</u>	<u>3,634,923.42</u>	<u>(184,457.53)</u>	<u>-5.07%</u>	<u>4,846,564.56</u>
General & Administrative						
Fees & Charges	10,550.99	112,392.52	156,768.75	(44,376.23)	-28.31%	209,025.00
Regulatory Compliance/Permits		51,125.01	89,981.28	(38,856.27)	-43.18%	119,975.04
District Events & Recognition	1,994.94	21,827.32	72,542.34	(50,715.02)	-69.91%	96,723.12
Maintenance/Licensing	275.00	146,446.89	108,600.75	37,846.14	34.85%	144,801.00
Equipment Maintenance	12,444.21	56,324.95	85,031.19	(28,706.24)	-33.76%	113,374.92

Citrus Heights Water District
Budget Performance Report
As of 9/30/2021

	September	Year-to-Date	Year-to-Date	YTD Variance		Annual
	Actual	Actual	Budget	Amount	Percent	Budget
Professional Development	4,553.71	23,077.62	100,641.78	(77,564.16)	-77.07%	134,189.04
Department Admin		(170.00)	20,025.09	(20,195.09)	-100.85%	26,700.12
Dues & Subscriptions	921.39	202,009.29	155,942.28	46,067.01	29.54%	207,923.04
Fuel & Oil	6,428.93	45,443.85	47,430.00	(1,986.15)	-4.19%	63,240.00
General Supplies	4,786.85	52,597.61	51,899.94	697.67	1.34%	69,199.92
Insurance - Auto/Prop/Liab	89.30	78,116.75	76,500.00	1,616.75	2.11%	102,000.00
Leasing/Equipment Rental	2,221.60	18,872.24	29,925.00	(11,052.76)	-36.93%	39,900.00
Parts & Materials	42,231.60	274,735.86	41,249.97	233,485.89	566.03%	54,999.96
Postage/Shipping/Freight	6,065.83	45,021.03	129,375.00	(84,353.97)	-65.20%	172,500.00
Rebates & Incentives	4,687.27	10,794.76	25,499.97	(14,705.21)	-57.67%	33,999.96
Telecom/Network	5,903.63	29,234.57	51,104.97	(21,870.40)	-42.80%	68,139.96
Tools & Equipment	5,198.59	37,526.23	67,200.03	(29,673.80)	-44.16%	89,600.04
Utilities	2,620.30	8,513.00		8,513.00	0.00%	
Write-Off Bad Debt Exp		21.44	3,750.03	(3,728.59)	-99.43%	5,000.04
Capitalized G&A Contra	(22,773.17)	(233,201.23)		(233,201.23)	0.00%	
Capitalized Equipment Contra	(38,191.29)	(258,648.56)		(258,648.56)	0.00%	
	50,009.68	722,061.15	1,313,468.37	(591,407.22)	-45.03%	1,751,291.16
Professional & Contract Services						
Support Services	128,397.07	848,263.81	1,330,098.84	(481,835.03)	-36.23%	1,773,465.12
Legal Services	54,180.76	187,713.52	309,374.91	(121,661.39)	-39.32%	412,499.88
Printing Services	11651.33	20,968.18	26,775.09	(5,806.91)	-21.69%	35,700.12
	194,229.16	1,056,945.51	1,666,248.84	(609,303.33)	-36.57%	2,221,665.12
Reserves & Debt Services						
Interest Expense		43,759.37	56,050.03	(12,290.66)	-21.93%	74,733.37
Net Increase(Decrease) in Value of Investments		14,738.10		14,738.10	0.00%	
		58,497.47	56,050.03	2,447.44	4.37%	74,733.37
Total Operating Expenses	749,590.48	7,938,356.04	9,774,092.53	(1,835,736.49)	-18.78%	13,032,123.37
Net Income / (Expense)	1,461,433.93	5,389,014.88	1,795,742.47	3,593,272.41	200.10%	2,417,461.63

Citrus Heights Water District
 Capital Projects Summary
 Fiscal Period End as of 9/2021

CC-7

Project Number	Project Name	BUDGET		AMOUNTS PAID			Remaining Budget
		Project Forecast Budget	Expenditures to 12/2020	Month to Date	Year to Date	Project to Date	
C16-134	Auburn Blvd-Rusch Park Placer	\$167,000	\$1,438	\$283	\$2,869	\$4,307	\$162,693
C19-108	6230 Sylvan East Wall	\$245,000	\$7,653	\$0	\$9,095	\$16,748	\$228,252
C20-108	Corp Yard PreArchitecture Stdy	\$100,000	\$1,676	\$0	\$0	\$1,676	\$98,324
C20-109	Corp Yard Plans Specs Estimate	\$400,000	\$0	\$0	\$0	\$0	\$400,000
Construction in Progress		\$912,000	\$10,767	\$283	\$11,964	\$22,731	\$889,269
C21-010	Water Main Replacements	\$72,100	\$0	\$0	\$0	\$0	\$72,100
C21-011	Water Valve Replacements	\$103,000	\$0	\$0	\$29,847	\$29,847	\$73,153
C21-012	Water Service Connections	\$875,500	\$0	\$90,185	\$649,190	\$649,190	\$226,310
C21-013	Water Meter Replacements	\$500,000	\$0	\$0	\$78,997	\$78,997	\$421,003
C21-014	Fire Hydrants	\$164,800	\$0	\$0	\$50,581	\$50,581	\$114,219
Annual Infrastructure		\$1,715,400	\$0	\$90,185	\$808,615	\$808,615	\$906,785
C15-104B	Document Management System	\$244,639	\$5,361	\$0	\$0	\$5,361	\$239,278
C21-003	Fleet/Field Operations Equip	\$260,000	\$0	\$0	\$0	\$0	\$260,000
C21-004	Technology Hardware/Software	\$56,650	\$0	\$0	\$12,841	\$12,841	\$43,809
Fleet and Equipment		\$561,289	\$5,361	\$0	\$12,841	\$18,202	\$543,087
C15-109	Blossom Hill Way 6" & 10" Inte	\$27,777	\$0	\$0	\$0	\$0	\$27,777
C15-110	Crestmont Ave 6" Intertie	\$24,979	\$91	\$0	\$0	\$91	\$24,888
C19-106	Wells Ave Main 8"	\$219,003	\$30,302	\$7,468	\$162,300	\$192,602	\$26,401
C20-101	Fair Oaks Blvd	\$475,137	\$10,210	\$756	\$31,209	\$41,418	\$433,719
C20-102	Langley Ave & Chance Dr	\$504,057	\$46,739	\$94,040	\$347,462	\$394,200	\$109,857
C20-103	Marsala Ct	\$31,602	\$22,081	\$0	\$50	\$22,131	\$31,552
C20-104	Skycrest School	\$104,022	\$5,536	\$0	\$37,097	\$42,632	\$61,390
C20-105	Walnut Drive	\$105,247	\$3,732	\$0	\$11,234	\$14,967	\$90,280
C20-106	Wisconsin Drive	\$301,990	\$42,391	\$10,720	\$229,470	\$271,861	\$30,129
C21-101	Antelope & Rusch Park	\$187,741	\$0	\$2,807	\$42,135	\$42,135	\$145,606
C21-102	Old Auburn Road	\$91,459	\$0	\$0	\$1,003	\$1,003	\$90,456
C21-103	Pratt Ave	\$39,043	\$0	\$1,800	\$46,225	\$46,225	(\$7,182)
C21-104	Mesa Verde HS	\$118,779	\$0	\$1,689	\$32,342	\$32,342	\$86,437
C21-105	Madison Ave & Dewey Dr	\$28,138	\$0	\$0	\$422	\$422	\$27,716
Water Mains		\$2,258,974	\$161,082	\$119,279	\$940,948	\$1,102,030	\$1,179,025

Citrus Heights Water District
 Capital Projects Summary
 Fiscal Period End as of 9/2021

CC-7

Project Number	Project Name	BUDGET		AMOUNTS PAID			Remaining Budget
		Project Forecast Budget	Expenditures to 12/2020	Month to Date	Year to Date	Project to Date	
C21-005	Facilities Improvements	\$60,000	\$0	\$1,316	\$87,147	\$87,147	(\$27,147)
C21-040	Other City Partnerships	\$112,551	\$0	\$0	\$0	\$0	\$112,551
C21-040B	Elec. Greenway Bike Trail	\$0	\$0	\$0	\$314	\$314	(\$314)
C21-040C	MSR2S Phase4	\$0	\$0	\$547	\$10,209	\$10,209	(\$10,209)
C21-040E	Bonita Storm Drain	\$0	\$0	\$14,025	\$28,590	\$28,590	(\$28,590)
C21-041	Other Misc Infrastructure	\$112,551	\$0	\$0	\$0	\$0	\$112,551
C21-041A	Valve Box Raising	\$0	\$0	\$32,407	\$32,407	\$32,407	(\$32,407)
C21-041B	Greenback Acquisition	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous Projects		\$285,102	\$0	\$48,295	\$158,666	\$158,666	\$126,436
C17-104	Groundwater Well Property Acq	\$640,000	\$370,943	\$0	\$6,080	\$377,023	\$262,977
C17-104A	Well #7 Patton	\$250,000	\$45,712	\$0	\$135,374	\$181,085	\$68,915
C17-104B	Well #8 Highland	\$0	\$37,483	\$0	\$213,221	\$250,705	(\$250,705)
C20-107	Well Design & Construction	\$1,105,500	\$0	\$0	\$0	\$0	\$1,105,500
C21-020	Groundwater Well Improvements	\$154,500	\$0	\$0	\$0	\$0	\$154,500
Wells		\$2,150,000	\$454,138	\$0	\$354,675	\$808,813	\$1,341,187
Grand Totals:		\$7,882,765	\$631,347	\$258,044	\$2,287,710	\$2,919,057	\$4,985,789

SEPTEMBER 2021 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
72063	Void	Void	\$0.00
72064	Carolyn M Varney	Customer Refund	\$122.69
72065	Arnold J/Laura A Meert	Customer Refund	\$115.46
72066	Scott A/Coy S Heaton	Customer Refund	\$433.23
72067	David/Waltraud Paige	Customer Refund	\$57.21
72068	Regena D Carpenter	Customer Refund	\$126.93
72069	John E Musselman	Customer Refund	\$55.36
72070	Timothy W/Jeanne B Hersey	Customer Refund	\$109.70
72071	Paul J Opp	Customer Refund	\$10.72
72072	Tamara Stribley	Customer Refund	\$136.53
72073	Shirley A Cooper	Customer Refund	\$60.77
72074	Richard/Diana T Wuerthner	Customer Refund	\$242.22
72075	Danuta M Kubiak	Customer Refund	\$183.56
72076	David/ Stacie Levis	Customer Refund	\$29.69
72077	Scott/Amanda Northouse	Customer Refund	\$16.55
72078	Suzanna Schuyler	Customer Refund	\$221.37
72079	Benjamin J/Emily C Pille	Customer Refund	\$140.39
72080	Nicole B Beynon	Customer Refund	\$161.31
72081	Richard J Sordello	Customer Refund	\$141.01
72082	Logan/Carol Herold	Customer Refund	\$26.38
72083	Kenneth L Keeth	Customer Refund	\$103.28
72084	Sean/Ashley Aspenlind	Customer Refund	\$146.01
72085	Brittany E Burton	Customer Refund	\$6.74
72086	Joshua J/Katelyn M Olson	Customer Refund	\$20.98
72087	Josh R/Sarah B Warner	Customer Refund	\$115.40
72088	Derek W Eller	Customer Refund	\$49.59
72089	Jamie Peterson	Customer Refund	\$15.79
72090	Breckenridge Prop Fund 2016 LLC	Customer Refund	\$303.97
72091	Sierra Equity Acquisitions LLC	Customer Refund	\$127.52
72092	Century 21 Select Real Estate, Inc	Customer Refund	\$17.63
72093	Aquafit Chlorination Systems	Material	\$1,920.00
72094	Bart/Riebes Auto Parts	Repair-Trucks	\$186.17
72095	Best Best & Krieger	Legal & Audit	\$3,001.60
72096	Blue Jay Trucking Inc	Contract Services-Other	\$1,925.00
72097	Bender Rosenthal Incorporated	Contract Services-Other	\$2,557.50
72098	BSK Associates	Water Analysis	\$928.00
72099	C & D Power	Repair-Equipment/Hardware	\$3,417.88
72100	California Landscape Associates Inc	Janitorial	\$460.00
72101	Campbell Keller	Material	\$2,878.51
72102	Cavanaugh & Associates P.A.	Contract Services-Conservation	\$2,500.00

SEPTEMBER 2021 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
72103	Robin Cope	Health Insurance	\$457.00
72104	Fast Action Pest Control	Contract Services- Miscellaneous	\$215.00
72105	Shirley Freeman	Toilet Rebate Program	\$150.00
72106	Norman E Gary	Customer Refund	\$166.90
72107	Ferguson Enterprises Inc #1423	Material	\$440.96
72108	Hunt & Sons Inc	Gas & Oil	\$1,635.35
72109	Indoor Environmental Services	Maintenance Agreement-Equipment	\$1,732.14
72110	Integrity Administrators Inc	Health Insurance	\$255.99
72111	Kei Window Cleaning #12	Janitorial	\$160.00
72112	Roberto K/ Janet K Auwae- McCoy	Toilet Rebate Program	\$93.81
72113	John Mendes	Toilet Rebate Program	\$150.00
72114	Pace Supply Corp	Material	\$2,480.49
72115	Republic Services #922	Utilities	\$286.72
72116	River City Staffing Group	Temporary Labor	\$2,021.25
72117	Rotary Club of Citrus Heights	Continued Education	\$420.00
72118	Sara Shadrick	Toilet Rebate Program	\$83.45
72119	SkillPath	Continued Education	\$149.00
72120	Superior Equipment Repair	Repair-Trucks	\$1,978.93
72121	Walker's Office Supplies	Office Expense	\$88.39
72122	Wallace Kuhl & Associates Inc	Contract Services-Miscellaneous	\$1,985.00
72123	Leslie C/Maris J Will	Customer Refund	\$149.83
72124	Michael/Jan Hagen	Customer Refund	\$100.00
72125	Michelle A/Joshua M Leathem	Customer Refund	\$50.21
72126	John Neves	Customer Refund	\$16.76
72127	Yvonne Kraemer	Customer Refund	\$10.89
72128	Jimizzy, LLC	Customer Refund	\$90.21
72129	ACWA/JPIA	Workers Comp Insurance	\$89.30
72130	Airgas USA, LLC	Supplies-Field	\$441.56
72131	Alexander's Contract Services	Contract Services-Meter Reads	\$6,442.35
72132	AnswerNet	Telephone-Answering Service	\$368.25
72133	California-Nevada Section AWWA	Dues & Subscriptions	\$100.00
72134	Bart/Riebes Auto Parts	Repair-Trucks	\$176.25
72135	California Surveying & Drafting Supply	Printing	\$10.00
72136	Citrus Heights Community Center	Equipment Rental-Office	\$922.50
72137	Dr Tech LLC	Contract Services-Other	\$300.00
72138	Dr. Well Water Well Services Inc	Wells Maintenance	\$750.00
72139	Government Finance Officers Association	Dues & Subscriptions	\$160.00
72140	Harris & Associates	Contract Services-Engineering	\$3,225.00
72141	Post Modern Marketing	Contract Services-Other	\$250.00
72142	Regional Government Services	Contract Services-Other	\$1,642.95

SEPTEMBER 2021 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
72143	River City Staffing Group	Temporary Labor	\$4,100.45
72144	Rotary Club of Citrus Heights	Continued Education	\$140.00
72145	Sagent	Contract Services-Other	\$7,157.50
72146	Simon and Company Inc	Contract Services-Other	\$1,000.00
72147	SMUD	Utilities	\$51,613.17
72148	Tee Janitorial & Maintenance	Contract Services-Other	\$2,989.00
72149	West Coast Arborists, Inc	Contract Services-Miscellaneous	\$1,200.00
72150	Narasaki Trust	Customer Refund	\$416.48
72151	Williams Family Revocable Trust	Customer Refund	\$41.55
72152	Ernest J/Yukiko I Rodriguez	Customer Refund	\$93.64
72153	Lynn G/Sonja S Semingson	Customer Refund	\$129.55
72154	Lamberto Cruz	Customer Refund	\$19.65
72155	Stephany M Schreiber	Customer Refund	\$44.65
72156	Harpal/Jatinder Kooner	Customer Refund	\$29.66
72157	Judy L Burr	Customer Refund	\$173.37
72158	Mary Petrella	Customer Refund	\$91.20
72159	Michael L/Kristine M Bizal	Customer Refund	\$165.78
72160	Martin Curle	Customer Refund	\$234.50
72161	Tim/Sydnei Kelly	Customer Refund	\$175.31
72162	Christopher D Pryor	Customer Refund	\$21.77
72163	John D/Erin M Scardena	Customer Refund	\$147.64
72164	Jonas R Cote	Customer Refund	\$21.18
72165	Kyle M/Emily A De Vroede	Customer Refund	\$13.74
72166	Joshua A Wilson	Customer Refund	\$20.54
72167	Roberto Sanchez Silva	Customer Refund	\$129.13
72168	A&A Stepping Stone Manufacturing	Supplies-Field	\$18.57
72169	ACWA	Continued Education	\$1,925.00
72170	Apex Underground Supply	Small Tools	\$1,821.50
72171	AREA Restroom Solutions	Equipment Rental-Field	\$151.04
72172	Best Best & Krieger	Legal & Audit	\$26,789.18
72173	Colantuono, Highsmith & Whatley, PC	Legal & Audit	\$16,936.00
72174	Consolidated	Telephone-Local/Long Distance	\$1,182.29
72175	Corelogic Information Solutions Inc	Dues & Subscriptions	\$212.18
72176	County of Sacramento Municipal Services	Field Miscellaneous	\$152.85
72177	Cybex	Equipment Rental-Office	\$179.62
72178	Dons Awnings	Contract Services-Other	\$590.00
72179	Future Ford	Repair-Trucks	\$674.34
72180	GEI Consultants	Contract Services-Wells	\$2,680.00
72181	Hunt & Sons Inc	Gas & Oil	\$1,192.65
72182	IB Consulting LLC	Contract Services-Miscellaneous	\$6,970.00

SEPTEMBER 2021 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
72183	Indoor Environmental Services	Maintenance Agreement-Equipment	\$629.25
72184	Industrial Service and Supply Inc	Supplies-Field	\$4,306.15
72185	Void	Void	\$0.00
72186	Lowe's	Supplies-Field	\$556.87
72187	Moonlight BPO LLC	Contract Services-Bill Print/Mail	\$3,365.12
72188	Nor Cal Perlite Inc	Supplies-Field	\$2,132.00
72189	Office Depot	Office Expense	\$102.35
72190	Pace Supply Corp	Material	\$7,940.74
72191	Quick Quack Car Wash	Maintenance Agreement-Equipment	\$298.30
72192	Regional Government Services	Contract Services-Other	\$11,610.31
72193	River City Fire Equipment	Repair-Equipment/Hardware	\$917.66
72194	River City Staffing Group	Temporary Labor	\$4,822.20
72195	Scarsdale Security Security Systems Inc	Contract Services-Other	\$284.97
72196	Les Schwab Tires	Repair-Trucks	\$135.95
72197	SkillPath	Continued Education	\$199.00
72198	Sonitrol	Equipment Rental-Office	\$196.39
72199	Hilary Straus	Continued Education	\$245.00
72200	Superior Equipment Repair	Repair-Trucks	\$567.96
72201	Superior Equipment Repair	Repair-Trucks	\$1,675.69
72202	A. Teichert & Son, Inc.	Road Base	\$5,120.70
72203	TIAA Commercial Finance Inc	Equipment Rental-Office	\$522.59
72204	Uni Waste LLC	Contract Services-Other	\$472.42
72205	Verizon Wireless	Telephone-Wireless	\$1,593.93
72206	WaterWise Consulting, Inc	Contract Services-Conservation	\$4,000.00
72207	Wex Bank	Gas & Oil	\$3,264.00
72208	David Wheaton	Continued Education	\$245.00
72209	Mary M Taylor	Customer Refund	\$34.25
72210	Bonnie I Berg	Customer Refund	\$40.72
72211	Janet Clark	Customer Refund	\$60.52
72212	Jeffrey A/Cathleen M Grewing	Customer Refund	\$299.85
72213	David Drennon	Customer Refund	\$77.21
72214	Rodney N/Lisa D Nannini	Customer Refund	\$62.21
72215	Gail L Goodman	Customer Refund	\$29.51
72216	Michael J/Laurie E Salter	Customer Refund	\$229.53
72217	Aaron/Yrama Kingsley	Customer Refund	\$92.13
72218	Anthony T/Amy V Wong	Customer Refund	\$123.90
72219	Michael Yerly	Customer Refund	\$79.54
72220	Richard W Oxenrider	Customer Refund	\$16.19
72221	Richard Davis	Customer Refund	\$39.09
72222	Brian/Gail Sprague	Customer Refund	\$210.33

SEPTEMBER 2021 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
72223	Barbara B Figueira Trust	Customer Refund	\$30.88
72224	Christopher M Orme	Customer Refund	\$13.37
72225	AFLAC	Employee Paid Insurance	\$166.66
72226	Bart/Riebes Auto Parts	Repair-Trucks	\$632.82
72227	Best Best & Krieger	Legal & Audit	\$16,630.03
72228	Blue Jay Trucking Inc	Contract Services-Other	\$2,310.00
72229	BSK Associates	Water Analysis	\$1,414.00
72230	C.E. Cox Engineering Inc	Contract Services-Engineering	\$17,976.45
72231	California Surveying & Drafting Supply	Small Tools	\$10.00
72232	Caltronics Business System	Small Office Equipment	\$254.29
72233	Capio	Continued Education	\$275.00
72234	EH Wachs	Repair-Equipment/Hardware	\$1,173.55
72235	Fast Action Pest Control	Contract Services-Miscellaneous	\$165.00
72236	Carla Graves	Toilet Rebate Program	\$83.45
72237	Hunt & Sons Inc	Gas & Oil	\$1,176.37
72238	Integrity Administrators Inc	Health Insurance	\$5,000.00
72239	Liebert Cassidy Whitmore	Legal & Audit	\$990.00
72240	One Print Source & Graphics	Printing	\$53.54
72241	Pace Supply Corp	Material	\$2,592.35
72242	Pacific Gas & Electric	Utilities	\$13.80
72243	Pollardwater.com - East	Small Tools	\$1,290.74
72244	Prime Auto Repair	Repair-Trucks	\$106.96
72245	Public Agency Risk Management Assoc	Dues & Subscriptions	\$350.00
72246	Rawles Engineering Inc	Contract Services-Miscellaneous	\$91,846.00
72247	RDO Equipment	Repair-Trucks	\$593.33
72248	River City Staffing Group	Temporary Labor	\$2,800.95
72249	ThirdRail	Contract Services-Other	\$11,544.23
72250	Verizon Wireless	Telephone-Wireless	\$3,127.41
72251	Warren Consulting Engineers Inc	Contract Services-Engineering	\$2,400.00
72252	Wolf Consulting	Contract Services-Other	\$2,000.00
72253	Craig A/Rita M Denatly	Customer Refund	\$83.38
72254	Rawles Engineering Inc	Customer Refund	\$2,007.00
72255	Robert Lynn	Customer Refund	\$163.94
72256	Scott Yates	Customer Refund	\$37.72
72257	Sarine/Shane Anderson	Customer Refund	\$60.44
72258	Melanie E Larson	Customer Refund	\$61.91
72259	Kelsie L Burns	Customer Refund	\$71.79
72260	Anita Digioia	Customer Refund	\$108.20
72261	Teichert Pipelines Inc	Customer Refund	\$2,000.59
72262	Alexander's Contract Services	Contract Services-Meter Reads	\$4,022.81

SEPTEMBER 2021 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
72263	Allsteel Inc	Material	\$1,109.53
72264	ASCE/Membership	Dues & Subscriptions	\$285.00
72265	Best Best & Krieger	Legal & Audit	\$16,215.13
72266	Brake Masters #220	Repair-Trucks	\$52.09
72267	Bender Rosenthal Incorporated	Contract Services-Other	\$14,107.50
72268	Bryce Consulting, Inc	Legal & Audit	\$510.00
72269	Patricia Burden	Toilet Rebate Program	\$83.45
72270	Campbell Keller	Material	\$693.62
72271	Capio	Continued Education	\$20.00
72272	Flowline Contractors, Inc	Contract Services-Engineering	\$31,277.00
72273	FP Mailing Solutions	Equipment Rental-Office	\$164.86
72274	Future Ford	Repair-Trucks	\$651.76
72275	Ferguson Enterprises Inc #1423	Material	\$22,738.86
72276	Imperial Sprinkler Supply	Supplies-Field	\$3,995.37
72277	Indoor Environmental Services	Maintenance Agreement-Equipment	\$1,244.72
72278	Industrial Service and Supply Inc	Supplies-Field	\$4,306.15
72279	Linda Martell	Toilet Rebate Program	\$150.00
72280	Moonlight BPO LLC	Contract Services-Bill Print/Mail	\$4,875.16
72281	Prime Auto Repair	Repair-Trucks	\$1,999.12
72282	Red Wing Shoe Store	Small Tools	\$1,036.19
72283	River City Staffing Group	Contract Services-Conservation	\$3,060.85
72284	Road Tech Safety Services, Inc	Contract Services-Other	\$740.00
72285	Rotary Club of Citrus Heights	Continued Education	\$180.00
72286	Les Schwab Tires	Repair-Trucks	\$873.32
72287	SMUD	Utilities	\$33,638.91
72288	Tee Janitorial & Maintenance	Contract Services-Other	\$2,989.00
72289	TIAA Commercial Finance Inc	Equipment Rental-Office	\$571.09
72290	West Coast Arborists, Inc	Contract Services-Miscellaneous	\$2,208.00
72291	State Water Resources Control Board	Dues & Subscriptions	\$80.00
Total			\$567,058.94
ACH	1168-2021-8 IC	Bank Fee	\$4,683.90
ACH	ADP 587287643	Contract Services Financial	\$141.08
ACH	ADP 587712541	Contract Services Financial	\$377.40
ACH	ADP 588580051	Contract Services Financial	\$263.15
ACH	AUGUST 2021 FICA-PRINCIPAL	Health Insurance	\$376.52
ACH	CA CHOICE BANK FEE	Health Insurance	\$25.00
ACH	CA CHOICE OCT 2021	Health Insurance	\$42,056.55
ACH	CHASE AUG 2021	Bank Fee	\$2,627.72

SEPTEMBER 2021 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
ACH	JP MORGAN AUG 2021	See September Agenda Item CC-9	\$5,933.91
ACH	JP MORGAN AUG 2021 AP	See September Agenda Item CC-9	\$32.53
ACH	PERS 8/19/21 PAYDAY	PERS	\$20,809.55
ACH	PERS 9/2/21 PAYDAY	PERS	\$20,809.55
ACH	PRINCIPAL OCT 2021	Health Insurance	\$7,841.69
ACH	BOW AUG 2021	Bank Fee	\$1,494.33
ACH	ICMA 9/16/21 PAYDAY	Deferred Compensation	\$8,051.14
ACH	ICMA 9/2/21 PAYDAY	Deferred Compensation	\$8,051.14
ACH	MID AMERICA 8/24-8/30/21	Employee Paid Insurance	\$55.00
ACH	MID AMERICA 8/31-9/6/21	Employee Paid Insurance	\$192.31
ACH	MID AMERICA 9/14-9/20/21	Employee Paid Insurance	\$100.04
ACH	PERS ADMIN FEE 9/2021	PERS	\$200.00
ACH	VALIC 9/16/21 PAYDAY	Deferred Compensation	\$2,127.51
ACH	VALIC 9/2/21 PAYDAY	Deferred Compensation	\$2,127.51
Total			<hr/> <hr/> \$128,377.53
Grand Total			<hr/> <hr/> <hr/> \$695,436.47

**JP Morgan Purchase Card Distributions
Sep-21**

Name	Tools & Equipment	CIP	Support Services	General Supplies	Equipment Maintenance	Professional Development	Maintenance/Licensing	District Events & Recognition	Dues & Subscription	Total Bill
Spiers	\$ 4,485.98				\$ 2,743.44					\$ 7,229.42
Scott		\$ 338.82				\$ 125.00		\$ 10.00		\$ 473.82
Moore			\$ 90.00					\$ 205.95		\$ 295.95
Shockley	\$ 1,044.53			\$ 385.43		\$ 654.93		\$ 502.11		\$ 2,587.00
Talwar							\$ 1,235.00	\$ 61.24	\$ 76.96	\$ 1,373.20
Straus								\$ 171.74		\$ 171.74
Pieri								\$ 10.00		\$ 10.00
Total Bill	\$ 5,530.51	\$ 338.82	\$ 90.00	\$ 385.43	\$ 2,743.44	\$ 779.93	\$ 1,235.00	\$ 961.04	\$ 76.96	\$ 12,141.13

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS OCTOBER 20, 2021 MEETING

SUBJECT : EMPLOYEE RECOGNITION
 STATUS : Information Item
 REPORT DATE : October 6, 2021
 PREPARED BY : Brittney Moore, Senior Management Analyst

The following District employees were recognized for perfect attendance during July and/or August 2021, and outstanding customer service and quality of work during the month of August and/or September 2021.

Administrative Services

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Dana Mellado		<p>Customer on Lauralyn Way spoke to Dana because her plumber told her that she had no water meter and her service line had collapsed, which would cost her \$12k. Dana immediately suspected that the information was incorrect and convinced the customer to wait for CHWD staff to inspect the line, and sent Mike out. Mike was able to arrive within 30 minutes and verified that the customer's service line and meter were present and functioning properly. The customer called back immensely grateful that the staff had saved her from spending the money.</p> <p>Customer on Cedar Garden Ct called to thank Dana for helping her to explain what happened with her bill. She had been affected by an issue with her meter not being read, and was confused as to why her bill was so high, after being so low during the previous cycle. Dana and Kayleigh explained to her that the low bill had not included consumption, so the next bill included two cycles of consumption. The customer commended the staff's friendliness in explaining her bills to her.</p> <p>Assisted with the District's interim audit procedures.</p>	Presented District Policy Updates at the August Board Meeting.
Brittney Moore	Yes	Assisted with the District's interim audit procedures.	Coordinated EAP training for Staff.

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Alberto Preciado	Yes		Presented District Policy Updates at the August Board Meeting.
Kayleigh Shepard	Yes	<p>Customer on Cedar Garden Ct called to thank Kayleigh for helping her to explain what happened with her bill. She had been affected by an issue with her meter not being read, and was confused as to why her bill was so high, after being so low during the previous cycle. Dana and Kayleigh explained to her that the low bill had not included consumption, so the next bill included two cycles of consumption. The customer commended the staff's friendliness in explaining her bills to her.</p> <p>Assisted with the District's interim audit procedures.</p>	
Beth Shockley		<p>Assisted HR staff in locating files stored off-site.</p> <p>Assisted with the District's interim audit procedures.</p> <p>Administration of the Operations footwear program. Beth continues to go out of her way to ensure field staff are safe with approved footwear that is replaced regularly.</p>	Assisted with preparation for site visit with Congressman Ami Bera.
Desiree Smith		<p>Assisted outgoing customer on Roseville Ridge Ct with late balances. Customer thought that her title company had taken care of her final bills and was very upset. Desiree helped her pay the late bill and explained to her that there would be a final bill. The customer called back and thanked Desiree for being so calm with her and carefully explaining the situation so she could understand.</p> <p>Assisted with the District's interim audit procedures.</p>	Revised the Commercial Owner Tenant Form.

Engineering Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Tamar Dawson	Yes	Worked after hours on 09/24/21 for a City project.	
Paul Dietrich	Yes		Presented an update of the District's 2021 Capital Improvement Plan at the August Board Meeting

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
			Provided QA/QC on the District's GIS mapping system to coordinate with Sacramento County's GIS recently updated map.
Timothy Katkanov	Yes	Provided IT Support at the August and September Board Meetings.	Completed significant work on the District's GIS mapping system to coordinate with Sacramento County's GIS recently updated map. Participated on the interview panel for the Principal Information Technology Analyst recruitment.
Neil Tamagni	Yes	Provided exceptional work by rectifying a customer's turned off water service. Worked after hours (8/3/21 & 8/9/21) for a private development project to minimize water shut off for local businesses.	

Operations Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Christopher Bell			Worked forced overtime to complete lowering of water main to accommodate Storm Drain installation on Bonita Way.
Brady Chambers	Yes	Resident on Cedar Garden Court called and expressed her gratitude to CHWD staff, and named Brady for his help with investigating and working toward a resolution with a neighbor's water waste situation. Resident stated that "staff was exceptional and very knowledgeable. Staff is warm and goes above and beyond."	Staffed a District booth at the National Night Out Event. Volunteered to hold stand-by call for an employee working forced overtime.
Tim Cutler	Yes	Assisted with the District's interim audit procedures.	Staffed a District booth at the National Night Out Event. Presented an update of the District's 2021 Capital Improvement Plan at the August Board Meeting.
Kelly Drake	Yes		Staffed a District booth at the National Night Out Event.
James Ferro			Worked forced overtime to complete lowering of water main to accommodate Storm Drain installation on Bonita Way.

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Jarrett Flink	Yes		Worked forced overtime to complete lowering of water main to accommodate Storm Drain installation on Bonita Way.
Brian Hensley	Yes		Assisted with preparation for site visit, and starred in a Fox40 news segment about the District's wells with Congressman Ami Bera. Presented an update of the District's 2021 Capital Improvement Plan at the August Board Meeting.
Rick Jimenez	Yes		Worked forced overtime to complete lowering of water main to accommodate Storm Drain installation on Bonita Way.
Ricky Kelley	Yes	Thurs. 9/2 – Customer on Lin Oak Way stated that she was amazed at the efficiency of the crew during an emergency service replacement. The crew did a great job in keeping her informed of their progress, and she was very impressed with the entire site clean-up.	Worked forced overtime to complete lowering of water main to accommodate Storm Drain installation on Bonita Way. Sunday 9/12 – Assisted with emergency water main break on Community Dr.
Mike Mariedth	Yes	Resident on Lauralyn Way called and expressed her gratitude for Mike's water system knowledge and his quick response. Stated Mike saved her \$12,000 in unnecessary plumbing repairs. A resident on Limerick Way, stated that Mike went "above and beyond" helping him find the source of a leak in his front yard. Thurs. 9/2 – Customer on Lin Oak Way stated that she was amazed at the efficiency of the crew during an emergency service replacement. The crew did a great job in keeping her informed of their progress, and she was very impressed with the entire site clean-up. Wed. 9/29 – Paul Sanders posted on Facebook his appreciation for the time Mike took to answer multiple questions while performing his proactive preventative maintenance duties.	Worked forced overtime to complete lowering of water main to accommodate Storm Drain installation on Bonita Way.
Chris Nichols	Yes		Assisted with preparation for site visit with Congressman Ami Bera.

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Jace Nunes	Yes	<p>A resident on Moss Creek Circle, stated how much she appreciated the friendly demeanor and the quality of work during the replacement of her water service.</p> <p>Thurs. 9/2 – Customer on Lin Oak Way stated that she was amazed at the efficiency of the crew during an emergency service replacement. The crew did a great job in keeping her informed of their progress, and she was very impressed with the entire site clean-up.</p>	Worked forced overtime to complete lowering of water main to accommodate Storm Drain installation on Bonita Way.
Ryon Ridner		<p>A resident on Moss Creek Circle, stated how much she appreciated the friendly demeanor and the quality of work during the replacement of her water service.</p> <p>Thurs. 9/2 – Customer on Lin Oak Way stated that she was amazed at the efficiency of the crew during an emergency service replacement. The crew did a great job in keeping her informed of their progress, and she was very impressed with the entire site clean-up.</p>	
Nick Spiers	Yes		Assisted with preparation for site visit with Congressman Ami Bera.
John Spinella		<p>Resident on Cedar Garden Court called and expressed her gratitude to CHWD staff, including Johnny, for assisting her with a high bill inquiry. Resident stated that “staff was exceptional and very knowledgeable...staff is warm and goes above and beyond.”</p> <p>Customer on Dannon Ct. called and stated that John did a great job assisting with repairing a small leak at his meter. Customer commented “Don’t ever let that guy go!!”</p>	
Jason Tupper	Yes		

**CITRUS HEIGHTS WATER DISTRICT
DISTRICT STAFF REPORT TO BOARD OF DIRECTORS
OCTOBER 20, 2021 MEETING**

SUBJECT : LONG RANGE AGENDA
 STATUS : Consent/Information Item
 REPORT DATE : October 13, 2021
 PREPARED BY : Brittney Moore, Senior Management Analyst

OBJECTIVE:

Listed below is the current Long Range Agenda.

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

CITRUS HEIGHTS WATER DISTRICT LONG RANGE AGENDA

MEETING DATE	MEETING TYPE	ITEM DESCRIPTION	ASSIGNED	AGENDA TYPE	AGENDA ITEM
November 17, 2021					
November 17, 2021		Award of Contract for Design of the Ella Way Well	Scott	CC	A
November 17, 2021		Agreement with Wallace-Kuhl for Geotechnical Services	Pieri	CC	A
November 17, 2021		On-Call Concrete Agreement	Scott	CC	A
November 17, 2021		Collaboration Study	Churchill/Wood	CC	A
November 17, 2021		On-Call HVAC Agreement	Scott	CC	A
November 17, 2021		2022 Board Meeting Schedule	Moore	CC	I/D
November 17, 2021		District Policies Updates (2000/3000 Series)	Moore	B	A
November 17, 2021		Branding & Marketing Update	Talwar/Park-Kim	B	A
November 17, 2021		Aquifer Storage and Recovery (ASR) Study Update	Scott/Hensley	B	A
December 15, 2021					
December 15, 2021		District Officers	Moore	B	A
December 15, 2021		Water Meter Replacement Study	Scott	B	A
December 15, 2021		Selection of President and Vice President	Moore	B	A
December 15, 2021		Representatives and Alternatives	Moore	B	A

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS OCTOBER 20, 2021 MEETING

SUBJECT : ENGINEERING DEPARTMENT REPORT
STATUS : Information Item
REPORT DATE : October 5, 2021
PREPARED BY : Missy Pieri, Director of Engineering/District Engineer

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

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PROJECT 2030 Water Main Replacement Project	Engineering	Director of Engineering and Project Manager	Yes, 06/29/21 (Final Completion Update)	Yes	Masterplan for replacement of water mains.	Board approved Project 2030 Study. Staff proceeding with various implementation steps.
CAPITAL IMPROVEMENT PROJECT Corporation Yard / Facilities Master Plan Buildout	Engineering	Director of Engineering and Project Manager	Yes, 07/17/19 (Award of Contract)	Yes	Masterplan for office space requirements through 2045.	Staffing Report approved by Board on 06/16/21. Pre-Architectural Study pending.

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

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT - Langley Ave & Chance Way Water Main Project	Engineering	Project Manager and Senior Construction Inspector	Yes, 05/19/21 (Award of Contract)	Yes	2021 design, 2021 construction.	Easement acquisition (4) complete. Construction 100% complete. Project closeout in progress.
CAPITAL IMPROVEMENT PROJECT - Fair Oaks Blvd Water Main Project	Engineering	Project Manager and Assistant Engineer	Yes, 08/18/21 (Award of Contract)	Yes	2021 design, 2021 construction.	Award of Contract occurred at the 08/18/21 Board Meeting. Construction pending encroachment permit approvals.
CAPITAL IMPROVEMENT PROJECT - Mesa Verde High School Water Main Project	Engineering	Project Manager and Assistant Engineer	Yes	Yes	2021 design, 2022 construction.	District obtaining easement from SJUSD. 100% Plans prepared and under review.

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 - Carriage Dr, Mesa Verde High School to Pratt	Engineering	Project Manager and Assistant Engineer	Yes	Yes	2021 design, 2022 construction.	30% design in progress.
CAPITAL IMPROVEMENT PROJECT - Antelope - Rusch Park Water Main	Engineering	Project Manager and Assistant Engineer	Yes	Yes	2021 design, 2021 construction.	Easement approved by Sunrise Recreation & Park District at their 08/03/21 Board meeting. Operations began construction on 09/30/21.
CAPITAL IMPROVEMENT PROJECT - Old Auburn Road Water Main	Engineering	Project Manager and Assistant Engineer	Yes	Yes	2021 design, 2023 construction.	District to begin design.
CAPITAL IMPROVEMENT PROJECT - Pratt Avenue Water Main	Engineering	Project Manager and Assistant Engineer	Yes	Yes	2021 design, 2022 construction.	Plans are signed. Anticipate release project end of 2021.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p>CAPITAL IMPROVEMENT PROJECT - Madison Ave & Dewey Dr Water Main</p>	<p>Engineering</p>	<p>Project Manager and Assistant Engineer</p>	<p>Yes</p>	<p>Yes</p>	<p>2021 design, 2022 construction.</p>	<p>Survey to be completed in October.</p>
<p>PRIVATE DEVELOPMENT Mitchell Village - 7925 Arcadia Dr</p>	<p>Engineering</p>	<p>Director of Engineering and Senior Construction Inspector</p>	<p>Yes, 03/30/20, 04/15/20 (Deferment of Fees)</p>	<p>No</p>	<p>200-300 unit development by Watt Communities.</p>	<p>Received 2 recorded easements at 8017 Greenback Lane on 12/08/20.</p> <p>Received recorded easement at 6434 Sunrise Boulevard on 05/27/21.</p> <p>Received recorded SMUD access easement on 01/08/21.</p> <p>Project re-started on 7/14/20. Water portion 99% Complete.</p>

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p>PRIVATE DEVELOPMENT Lawrence Ave Wyatt Ranch</p>	<p>Engineering</p>	<p>Senior Construction Inspector, Director of Engineering and Assistant Engineer</p>	<p>Yes, 01/20/21 (Deferment of Fees)</p>	<p>No</p>	<p>23 lot subdivision.</p>	<p>District signed plans on 12/04/19.</p> <p>Deferment Agreement signed on 02/11/21.</p> <p>Construction 75% Complete. Construction restarted 08/09/21.</p>
<p>PRIVATE DEVELOPMENT 12057 Fair Oaks Blvd Fair Oaks Senior Apartments</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>Seniors apartment complex with 42 one bedroom and 68 two bedroom units.</p>	<p>District ready to sign plans as of 08/16/21, once plan check fees are paid.</p>
<p>PRIVATE DEVELOPMENT 8043 Holly Dr Parcel Split 1 - 3</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>Parcel being split into 3 for 3 home subdivision.</p>	<p>District received third submittal on 03/10/21 and provided comments on 03/29/21.</p> <p>Awaiting final plans for signature. Plan check fees paid 04/13/21.</p>

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 208 Langley Ave Parcel Split 1 - 2	Engineering	Director of Engineering and Assistant Engineer	No	No	Parcel being split into 2 lots. New single family home construction on one lot.	District sent correspondence to property owner on 04/20/20.
PRIVATE DEVELOPMENT 5425 Sunrise Blvd Sunrise Village Phase 1	Engineering	Director of Engineering and Assistant Engineer	No	No	Redevelopment of Sunrise Village.	Plans signed and all fees paid. Phase 1 - Construction 99% complete. Pad 3 - Construction 99% complete.
PRIVATE DEVELOPMENT 7969 Madison Ave Orchard Apts Storage Units	Engineering	Director of Engineering and Assistant Engineer	No	No	Demo tennis courts to make storage unit with sprinkler system.	Payment received for Fees on 04/01/20. District signed plans on 11/23/20.
PRIVATE DEVELOPMENT 7435 Stock Ranch Rd USPI Surgical Center	Engineering	Senior Construction Inspector and Assistant Engineer	No	No	Proposed multi-use outpatient surgical center.	Plan Check Fees paid on 03/24/20. District signed plans on 08/18/20. 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 7424 Sunrise Blvd Sunrise Pointe	Engineering	Senior Construction Inspector and Assistant Engineer	No	No	Proposed multi-unit housing complex for low-income and homeless.	All fees paid. District provided punchlist. Construction 95% complete.
PRIVATE DEVELOPMENT 8220 Sunrise Blvd Carefield Citrus Heights	Engineering	Director of Engineering and Assistant Engineer	No	No	Proposed memory care facility.	Received schematic plans on 05/08/19. Will-Serve letter sent on 05/20/19.
PRIVATE DEVELOPMENT Livoti Development	Engineering	Director of Engineering and Assistant Engineer	No	No	Six Parcel Subdivision.	Awaiting final plans & payment of plan check fees.
PRIVATE DEVELOPMENT 7951 Antelope Rd American River Collegiate Academy	Engineering	Director of Engineering and Assistant Engineer	No	No	Commercial Development.	Received first submittal from developer's engineer on 09/30/21.
PRIVATE DEVELOPMENT 7800 Greenback Ln Raising Cane's	Engineering	Senior Construction Inspector and Assistant Engineer	No	No	Commercial Development.	All fees paid. Construction 25% complete.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p>PRIVATE DEVELOPMENT 8030 Greenback Ln Popeye's Louisiana Chicken</p>	Engineering	Director of Engineering and Assistant Engineer	No	No	Commercial Development.	<p>All fees paid 07/12/21.</p> <p>Plans signed on 07/19/21.</p> <p>Awaiting construction.</p>
<p>PRIVATE DEVELOPMENT 8034 Greenback Ln Burger King</p>	Engineering	Director of Engineering and Assistant Engineer	No	No	Commercial Development.	<p>Plan check fees paid 06/03/21.</p> <p>Plans signed 06/02/21. Awaiting construction.</p>
<p>PRIVATE DEVELOPMENT 7301 Greenback Ln Safeway Fire Improvements</p>	Engineering	Director of Engineering and Assistant Engineer	No	No	Interior Tenant Improvements and Fire Improvements.	<p>All fees paid.</p> <p>Submittals approved.</p> <p>Awaiting start of construction.</p>
<p>PRIVATE DEVELOPMENT 8556 Pheasant Ridge Ln Fire Improvements</p>	Engineering	Director of Engineering and Assistant Engineer	No	No	Extension of water main, addition of fire hydrant, and fire sprinklers.	<p>District has no additional comments on plans as of 02/16/21.</p> <p>All fees paid on 03/11/21.</p> <p>Awaiting final plans.</p>

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p>PRIVATE DEVELOPMENT 6031 Sunrise Vista Dr Apartments & Annexation</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>Yes (Resolution adopted for Annexation - 12/16/20)</p>	<p>No</p>	<p>Annexation and proposed apartments.</p>	<p>Annexation fees paid.</p> <p>Adoption of Resolution approving annexation occurred at the 12/16/20 Board Meeting.</p> <p>Received planning level documents on 04/06/21 and District provided comments on 04/13/21.</p>
<p>PRIVATE DEVELOPMENT 7311 Huntington Square Ln</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>New fire service and domestic water service for additional apartments.</p>	<p>Fees paid 04/29/21.</p> <p>Plans signed on 08/18/21.</p> <p>Easement documents received on 08/17/21.</p> <p>Awaiting construction.</p>

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	Director of Engineering and Assistant Engineer	No	No	8 Townhomes on undeveloped property.	Plans signed on 09/20/21. Awaiting payment of inspection fees and construction.
PRIVATE DEVELOPMENT 7725 Aloha Lane	Engineering	Director of Engineering and Assistant Engineer	No	No	Single Family Resident	Plans approved and fees paid. Operations installed water service on 06/09/21.
PRIVATE DEVELOPMENT 8136 Auburn Blvd Self Service Coin Laundry	Engineering	Director of Engineering and Assistant Engineer	No	No	Redevelopment of existing building to a self service coin laundry.	Plan check fees paid. Plans signed on 07/19/21. Awaiting construction.
PRIVATE DEVELOPMENT Talbot Way Citrus Place Subdivision	Engineering	Director of Engineering and Assistant Engineer	No	No	8 lot subdivision	Received plans on 06/21/21. District provided comments to submittal on 07/08/21.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CITY OF CITRUS HEIGHTS PROJECT Bonita Wy, Garry Oak Dr, & Twin Oaks Ave Storm Drain Improvements	Engineering	Senior Construction Inspector and Assistant Engineer	No	Yes	Bonita Wy, Garry Oak Dr & Twin Oaks Ave Storm Drain Project.	Operations relocating water facilities. 75% complete. Engineering to inspect water service relocation by City's contractor. 100% complete.
CITY OF CITRUS HEIGHTS PROJECT Chula Vista Dr Storm Drain Improvements	Engineering	Director of Engineering and Assistant Engineer	No	Yes	Chula Vista Dr Storm Drain Project.	Project is on hold at the City as of 09/24/20.
CITY OF CITRUS HEIGHTS PROJECT Mariposa Ave - Safe Routes to School Phase IV	Engineering	Senior Construction Inspector and Assistant Engineer	No	Yes	Frontage improvements along east side of Mariposa Ave from Madison Ave to Skycrest School.	Construction began June 2021. Operations relocated water facilities. 100% complete. Water facilities relocation by Contractor 100% complete.

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 provided Cost Liability letter on 03/25/21.
CITY OF CITRUS HEIGHTS PROJECT Electric Greenway Bike Trail	Engineering	Director of Engineering and Assistant Engineer	No	No	City of Citrus Heights Bike Trail.	District received Cost Liability letter from the City on 10/09/20. District provided comments on the submittal on 06/10/21.
COUNTY OF SACRAMENTO AC Overlay Project - SB1 Phase 5	Engineering	Director of Engineering and Assistant Engineer	No	No	AC Overlay Project on Kenneth Ave (Oak Ave to Central Ave) and Madison Ave (Dewey Dr to San Juan Ave)	District coordinating raising and lowering of water facilities with contractor. Construction 100% complete.
District-wide Easement Project	Engineering	Director of Engineering, Project Manager and Assistant Engineer	(06/16/21) Award of Contract	Yes	Research and review District facility locations and easements for potential additions/revisions.	Project status meetings to occur bi-weekly. Easement packets 5% complete.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p>Review CEQA process for Capital Improvement Projects (CIPs)</p>	<p>Legal</p>	<p>Assistant General Counsel Joshua Nelson and Director of Engineering</p>	<p>TBD</p>	<p>Yes</p>	<p>Review existing CEQA process for CIPs. Update and revise as necessary.</p>	<p>Staff will conduct an initial scoping meeting in Q4 2021.</p> <p>For all other projects, an environmental consultant is hired to oversee the CEQA process.</p>

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS OCTOBER 20, 2021 MEETING

SUBJECT : OPERATIONS DEPARTMENT REPORT
 STATUS : Information Item
 REPORT DATE : October 4, 2021
 PREPARED BY : Tim Cutler, Water Distribution Supervisor
 Rebecca Scott, Director of Operations

Facilities Maintenance			CIP Projects		
	Completed WO's			Completed WO's	
	Sep.	Year to Date		Sep.	Year to Date
Backflow Maintenance	0	0	C21-010 Water Mainline	0	0
Blow Off Maintenance	0	41	C21-011 Water Valves	0	7
Hydrant Maintenance	58	587	C21-012 Water Services	49	243
Leak Investigation	0	1	C21-013 Water Meters	21	257
Mainline Repair/Maintenance	1	5	C21-014 Fire Hydrants	0	9
Meter Box Maintenance	3	30	C21-103 Pot Hole Main	0	1
Meter Register Replacement	21	181	TOTAL	70	517
Meter Repair/Test/Maintenance	0	8	Water Quality		
Pot Hole Work	0	0	<i>Water Analysis Report: Bacteriological testing has met all California Department of Public Health requirements. 72 samples were collected with no positive results.</i>		
Water Service Repair/Locate	0	10			
Valve, Mainline Maintenance	98	1,177			
Valve Box Maintenance	1	9			
TOTAL	182	2,049			

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

SUBJECT : 2021 WATER SUPPLY - PURCHASED & PRODUCED
 STATUS : Information Item
 REPORT DATE : October 4, 2021
 PREPARED BY : Brian M. Hensley, Water Resources Supervisor

OBJECTIVE:

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

Month	2013	2016	2017	2018	2019	2020	2021				Year-to-Date Comparison to 2013	
	Total Water Monthly acre feet						Surface Water Purchased	Ground Water Produced	Total Water Monthly	Total Water Annual	acre feet	%
							acre feet					
Jan	602.52	539.60	506.81	531.38	520.86	519.03	491.47	84.07	575.54	575.54	-26.98	-4.5%
Feb	606.36	484.53	443.99	525.73	447.48	589.8	401.12	84.05	485.17	1,060.71	-148.17	-12.3%
Mar	819.55	517.56	546.60	540.78	516.87	654.31	420.62	180.40	601.02	1,661.73	-366.70	-18.1%
Apr	1,029.73	677.81	575.52	646.09	682.90	767.24	726.48	275.48	1,001.96	2,663.69	-394.47	-12.9%
May	1,603.43	979.49	1,138.72	1,072.27	977.41	1,168.99	881.36	395.97	1,277.33	3,941.02	-720.57	-15.5%
Jun	1,816.73	1,343.76	1,412.94	1,387.03	1,328.07	1,475.82	1,042.71	498.61	1,541.32	5,482.34	-995.98	-15.4%
Jul	2,059.21	1,544.57	1,650.76	1,737.13	1,582.40	1,682.83	1,050.37	593.36	1,643.73	7,126.07	-1,411.46	-16.5%
Aug	1,924.28	1,579.80	1,570.80	1,583.78	1,603.36	1,660.59	924.70	614.06	1,538.76	8,664.83	-1,796.98	-17.2%
Sep	1,509.82	1,257.91	1,441.76	1,330.19	1,297.12	1,381.14	985.11	348.18	1,333.29	9,998.12	-1,973.51	-16.5%
Oct	1,297.42	840.80	1,128.97	1,061.88	1,083.17	1,185.00						
Nov	911.55	561.82	631.55	807.7	839.06	779.34						
Dec	700.94	518.62	574.43	558.97	548.17	620.34						
Total	14,881.54	10,846.27	11,622.85	11,782.93	11,426.87	12,484.43	6,923.94	3,074.18	9,998.12	9,998.12		
% of Total							69.25%	30.75%				

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS OCTOBER 20, 2021 MEETING

SUBJECT : WATER SUPPLY RELIABILITY
STATUS : Information Item
REPORT DATE : September 2, 2021
PREPARED BY : Brian Hensley Water Resources Supervisor

OBJECTIVE:

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

BACKGROUND AND ANALYSIS:

As of September 1, 2021, storage in Folsom Lake (Lake) was at 233,525 acre-feet, 24 percent of the total capacity of 977,000 acre-feet. This represents an decrease in storage of 9,559 acre-feet in the past month.

The District's total water use during August 2021 (1,538.76 acre-feet) was 20 percent below that of August 2013 (1,924.28 acre-feet).

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

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS OCTOBER 20, 2021 MEETING

SUBJECT : WATER SUPPLY RELIABILITY
STATUS : Information Item
REPORT DATE : October 4, 2021
PREPARED BY : Brian Hensley Water Resources Supervisor

OBJECTIVE:

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

BACKGROUND AND ANALYSIS:

As of October 1, 2021, storage in Folsom Lake (Lake) was at 228,743 acre-feet, 23 percent of the total capacity of 977,000 acre-feet. This represents an decrease in storage of 4,782 acre-feet in the past month.

The District's total water use during September 2021 (1,333.29 acre-feet) was 12 percent below that of September 2013 (1,509.82 acre-feet).

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

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS OCTOBER 20, 2021 MEETING

SUBJECT : WATER EFFICIENCY & SAFETY PROGRAM UPDATE
STATUS : Information Item
REPORT DATE : October 5, 2021
PREPARED BY : Rebecca Scott, Director of Operations

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

ACTIVITIES AND PROGRESS REPORT

- Water Efficiency activities during the month of September 2021 included:
 - Five High Efficiency Toilet (HET) rebates were processed, compared to seven in September 2020.
 - The District is processing High-Efficiency Clothes Washer (HECW) rebates in-house. There have been zero rebates processed year to date. The District continues to reach out to customers on social media and our website to promote the HECW rebate program.
 - There were 19 smart irrigation controllers installed for customers in July, and 96 smart irrigation controllers have been installed year to date. In addition, WaterWise completed 17 water audits for customers in September.
- Thirty Pressure Reducing Valve (PRV) rebates have been issued year to date, including five in September.
- Sixty-one reports of water waste were received in September, including 23 reports through CHWD's Water Efficiency web page. Staff continues reaching out to customers for water waste violations and leak notifications.
- The District holds bi-monthly safety meetings. The September safety meetings covered the following topics: Distracted Driving, Fire Extinguisher Training and Preventing Back Over Accidents.
- The 2021 WaterSmart classes are now complete. Six people attended the September 16 class at the Sylvan Ranch Community Garden, and five of the attendees are customers.

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

- CHWD has three garden plots at the Sylvan Ranch Community Garden featuring water efficient landscaping. The plots are being used as an education area for activities, such as workshops, demonstrations and presentations. CHWD is working with a customer based volunteer "Garden Corps." These volunteers are maintaining the plots by removing weeds and checking the irrigation

system and controller timers.

- The following table summarizes the Residential Gallons Per Capita Per Day (R-GPCD) values for CHWD to date for 2021:

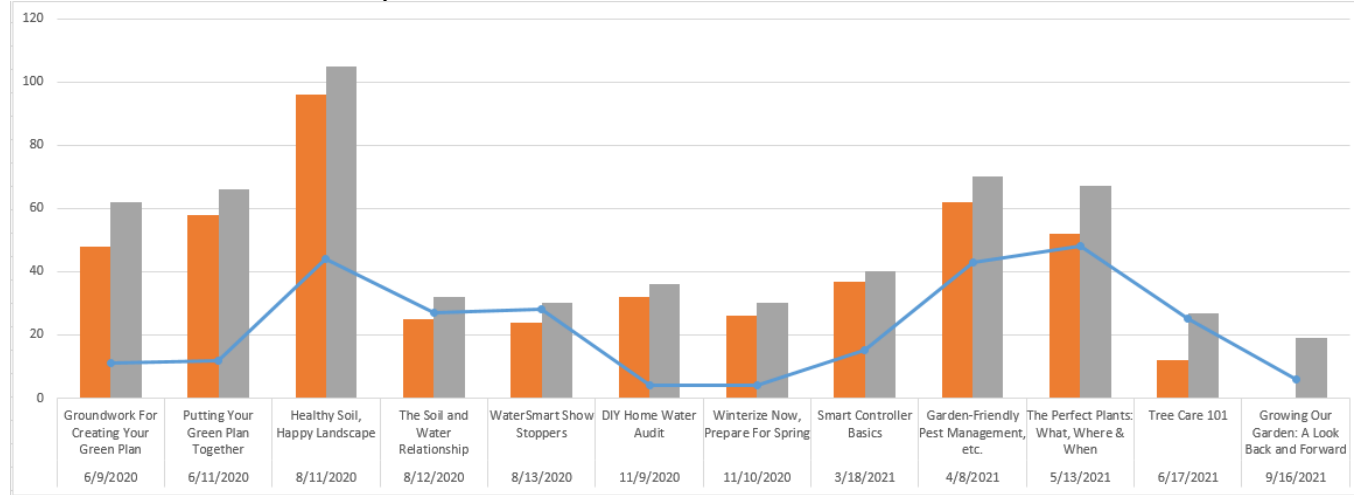
Month	R-GPCD 2020	R-GPCD 2021	% CHANGE
January	76	84	+10.5%
February	92	78	-15.2%
March	95	88	-7.3%
April	116	135	+16.3%
May	170	169	-0.7%
June	222	172	-22.4%
July	245	230	-6.3%
August	242	187	-23%
September	208	178	-14%

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

WORK ORDERS	Sep. 2021	Sep. 2020
CHANGE TOUCH-READ TO RADIO READ	3	3
CONVERT TO RADIO-READ METER	7	4
METER BOX MAINTENANCE	4	4
METER REPAIR	0	5
METER REPLACEMENT	1	0
METER TESTING	0	0
REGISTER REPLACEMENT	7	16
RADIO-READ REGISTER REPLACEMENT	4	7
INSTALL METER	21	2
TOTAL	47	41

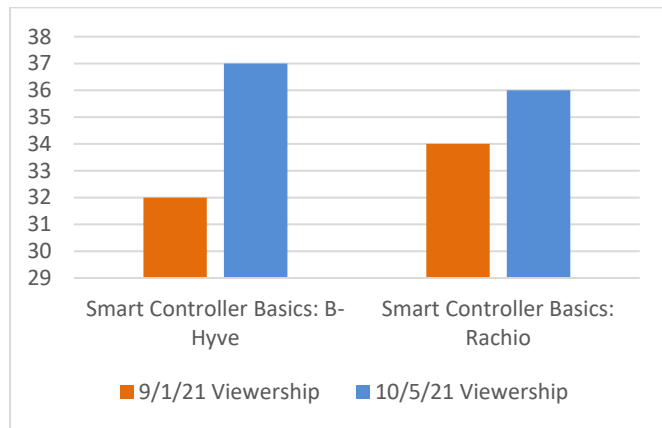
SERVICE REQUESTS	Sep. 2021	Sep. 2020
CONSERVATION REQUEST	61	22
CHECK FOR LEAK	1	1
UNABLE TO OBTAIN METER READ	105	37
TRIM SHRUBS	2	47
METER BURIED	58	33
METER MAINTENANCE	31	25
LOCKED GATE	12	5
RE-READ METER	25	10
READ METER	0	0
METER BOX MAINTENANCE	1	1
MOVE-IN/MOVE-OUT	22	12
CAR OVER METER	40	27
TOTAL		

WaterSmart Class Viewership



█ = Viewership, September 1, 2021
█ = Viewership, October 5, 2021
 Line = live attendees

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



CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS OCTOBER 20, 2021 MEETING

SUBJECT: 2022 MISCELLANEOUS FEES AND CHARGES AND CAPACITY FEES
STATUS: Discussion Item
REPORT DATE: October 07, 2021
PREPARED BY: Susan K. Talwar, Director of Finance and Administrative Services

OBJECTIVE:

Review and discuss the proposed Miscellaneous Fees and Charges and Capacity Fees for 2022.

BACKGROUND AND ANALYSIS:

A review and update of the Miscellaneous Fees and Charges, and Capacity Fees is considered each year as part of the budget process. This report presents the proposed Miscellaneous Fees and Charges and Capacity Fees for 2022.

2022 Schedule of Miscellaneous Fees, Charges and Capacity Fees

A schedule comparing current 2021 adopted Miscellaneous Fees and Charges and Capacity Fees with the proposed 2022 Miscellaneous Fees and Charges and Capacity Fees accompanies this staff report. Significant elements of the 2022 fee schedule are as follows:

- Adjustments to Other Charges and Fees are based on a staff analysis of staff time, equipment, materials and other costs involved in providing the specified services.
- Capacity Fees and Construction Water Charges are proposed to an adjustment of 2.8% per the Engineering News-Record (ENR) cost index.

Next Steps:

The draft 2022 Miscellaneous Fees and Charges and Capacity Fees schedule is proposed to be included as part of the Public Hearing agenda for Board consideration at the November 10, 2021 Special Board meeting.

RECOMMENDATION:

Provide direction to staff on the draft Miscellaneous Fees, Charges and Capacity Fees for 2022.

ATTACHMENT:

2022 Proposed Miscellaneous Fees, Charges and Capacity Fees.

CITRUS HEIGHTS WATER DISTRICT
WATER RATES, FEES AND CHARGES EFFECTIVE 2022
Proposed -- October 20, 2021

Type of Charge	Applied Basis or Frequency	2021 Adopted	2022 Proposed
Construction Water Charges			
Construction Water Charges	minimum charge	\$266.37	\$273.83
Schedule A - Projects	per lot	\$183.16	\$188.29
Schedule B - Trenches, Excavations & Grading	per 100 cubic yards	\$49.45	\$50.83
Schedule C - Tank Trucks	per 1,000 gallons	\$8.19	\$8.42
Schedule D - Metered Use	per unit, for all units bi-monthly	\$3.5400	\$3.64
Schedule E - Non-Profit	per day	\$55.63	\$57.18
Construction Meter Deposit	per meter	\$2,007.00	\$2,006.00
Water Service Installation Charges			
¾-inch & larger services w/meter	per service	Actual Cost	Actual Cost
Meter set charge:			
⅝ inch x ¾ inch	per meter	\$562.00	\$577.00
¾ inch	per meter	\$612.00	\$627.00
1 inch	per meter	\$631.00	\$646.00
1½ inch	per meter	\$945.00	\$960.00
2 inch	per meter	\$1,271.00	\$1,286.00
>2 inch	actual cost		
Backflow prevention assembly installation charge			
¾ inch & larger	each	Actual Cost	Actual Cost
Capacity Fees			
⅝ inch	per service	\$2,902.53	\$2,983.80
¾ inch	per service	\$4,353.80	\$4,475.70
1 inch	per service	\$7,256.33	\$7,459.51
1½ inch	per service	\$14,512.66	\$14,919.01
2 inch	per service	\$23,220.25	\$23,870.42
3 inch	per service	\$50,794.31	\$52,216.55
4 inch	per service	\$91,429.75	\$93,989.78
6 inch	per service	\$188,664.57	\$193,947.18
8 inch	per service	\$406,354.46	\$417,732.38
10 inch	per service	\$609,531.69	\$626,598.58
12 inch	per service	\$763,170.94	\$784,539.73

CITRUS HEIGHTS WATER DISTRICT
WATER RATES, FEES AND CHARGES EFFECTIVE 2022
Proposed -- October 20, 2021

Type of Charge	Applied Basis or Frequency	2021 Adopted	2022 Proposed
<u>Other Charges and Fees</u>			
Agenda-By-Mail Charge (e-mail delivery free)	per packet	\$26.00	\$28.00
Standby Service Charge	per hour, 1 hour minimum	\$115.00	\$127.00
Returned Payment Fee	per check	\$31.00	\$33.00
Late Payment Penalty	5% of overdue account balance	5.00%	5.00%
Missed Appointment/No-Show Fee	per occurrence	\$49.00	\$49.00
Reconnect Service Charge (Non Business Hours)	per occurrence	\$113.00	\$126.00
Meter Re-Read / Maintenance Charge	per occurrence	\$45.00	\$49.00
Customer Account Deposit	per account	\$247.00	\$212.00
Copy Charge	per page	\$0.12	\$0.14
Recording of Lien	per occurrence	\$72.00	\$80.00
Release of Lien	per occurrence	\$85.00	\$93.00
Tamper Charge	per occurrence	\$120.00	\$120.00
Water Conservation Violation Charge (1)	first occurrence	\$50.00	\$50.00
Water Conservation Violation Charge (2)	second occurrence	\$75.00	\$75.00
Water Conservation Violation Charge (3)	third occurrence	\$100.00	\$100.00
Inclusion / Annexation Fee	per gross acre, ½ acre or greater	\$1,572.00	\$1,726.00
	minimum to ½ acre	\$786.00	\$813.00
Plan Check Charges	minimum charge + per connection	\$1,156.00	\$1,285.00
	per connection	\$25.22	\$31.31
Easement/Quitclaim	per easement/quitclaim	\$721.00	\$813.00
Inspection Charges			
Minimum	min. + per connect. + per main tie-in	\$1,211.00	\$1,343.00
Plus per connection	per connection	\$220.00	\$220.00
Plus per main tie-in	per main tie-in	\$1,203.00	\$1,280.00
AC pipe disposal charge	per foot, 4 feet minimum (\$200 min.)	\$58.00	\$60.00
Hydrostatic pressure test	each	\$328.00	\$349.00
Chlorination & Flushing	per project	\$437.00	\$465.00
Weekend/After Hours	per hour (4 hr. minimum)	\$147.00	\$159.00
Holiday	per hour (4 hr. minimum)	\$184.00	\$201.00
Backflow Prevention Assembly Testing Charge	per assembly bimonthly	\$12.00	\$13.00
Backflow Prevention Assembly Re-testing Charge	per test	\$80.00	\$85.00
Backflow Prevention Assembly Testing Charge for New Development			
per assembly		\$90.00	\$93.00
Bacteriological water test sampling	minimum	\$1,130.00	\$1,176.00
Additional Bacteriological water sample	additional samples after minimum	\$64.00	\$66.00
Fire Flow Certification Letter	per letter	\$31.00	\$28.00
Fire Flow Modeling	per modeling	\$351.00	\$341.00
Fire Flow Modeling & Certification Letter	per modeling plus letter	\$382.00	\$369.00

CITRUS HEIGHTS WATER DISTRICT

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

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO CONSIDER SELECTION OF A LOCAL AGENCY FORMATION COMMISSION SPECIAL DISTRICT COMMISSIONER AND ALTERNATE SPECIAL DISTRICT COMMISSIONER

STATUS : Discussion and Action Item

REPORT DATE : October 13, 2021

PREPARED BY : Brittney Moore, Senior Management Analyst
John Brown, General Counsel

OBJECTIVE:

Consider Selection of a Sacramento Local Agency Formation Commission (Sacramento LAFCo) Special District Commissioner and Alternate Special District Commissioner.

BACKGROUND AND ANALYSIS:

The Citrus Heights Water District (CHWD) recently received a memorandum and accompanying materials from the Sacramento LAFCo Special Districts' Committee regarding an election to select a Special District Commissioner (Office No.7) and Alternate Special District Commissioner (Office No. 6 & 7) to LAFCo.

The attached Ballot and other accompanying election materials (voting instructions and candidate biographies), were included with the Special Districts' Selection Committee memorandum. The Board of Directors also received a letter and resume directly from one of the candidates. Staff forwarded this correspondence to the Board of Directors.

The Ballot permits the CHWD Board of Directors to select one candidate for Special District Commissioner and one candidate for Alternate Special District Commissioner. Candidates must be selected by a majority vote of the District's Board of Directors in an official meeting of the Board of Directors and certified by the Board's Secretary. The completed ballot with the CHWD-selected candidate is then sent to Sacramento LAFCo to be tallied with other agencies' ballots. The candidate who receives the most votes in the Sacramento LAFCo election is the winner outright.

If CHWD's Board elects to vote, it may do so by motion. The ballot must be returned to the Sacramento LAFCo office no later than 4:00 P.M. on Wednesday, November 17, 2021.

RECOMMENDATION:

Provide staff direction concerning the Sacramento LAFCo Special District Commissioner and Alternate Special District Commissioner Election.

ATTACHMENTS:

Sacramento LAFCo Commission Election materials


Moved by Director _____, Seconded by Director _____, Carried _____



SACRAMENTO LOCAL AGENCY FORMATION COMMISSION
1112 I Street, Suite 100 • Sacramento, CA 95814 • (916) 874-6458 • Fax (916) 874-2939
www.saclafco.org

DATE: October 1, 2021

TO: Special Districts' Selection Committee

FROM: José C. Henríquez, Executive Officer 
Sacramento Local Agency Formation Commission

RE: **Selection of Special District Commissioner and Alternate Special District Commissioner**
For the Sacramento Local Agency Formation Commission
Term of Office: **January 1, 2022 to December 31, 2025**

Pursuant to the provisions of Section 56332 of the Government Code, the Executive Officer has determined that a meeting of the Special District Selection Committee for the purpose of selecting a Special District Commissioner [Office No. 7] and Alternate Special District Commissioner [Office No. 6 & 7] to serve on the Sacramento Local Agency Formation Commission is not feasible. Based on past experience, due to the size of the Special District Selection Committee, it has been difficult to establish a quorum. Therefore, the business of the Special District Selection Committee will be conducted in writing, as provided in the cited section code.

Please see the attached Ballot

Please select one candidate for Special District Commissioner.

AND

Please select one candidate for Alternate Special District Commissioner.

Please return the ballot to the LAFCo office no later than:

4:00 P.M. on WEDNESDAY, NOVEMBER 17, 2021 To be valid, selection of a candidate must be done by a majority vote of the governing board of an Independent Special District in an official meeting of that board and certified by the secretary or clerk of the board.

Any ballot received after the date specified above shall not be valid. The candidate who receives the most votes will be determined the winner outright. In the event of a tie, there will be a run-off selection held in the same format as the initial selection. The LAFCo Executive Officer will announce the results of the selection within seven days of the specified date.

If you have questions regarding selection procedures, please contact the Sacramento LAFCo Commission Clerk, Diane Thorpe, at (916) 874-6458.

Return:

Sacramento LAFCo
1112 "I" Street; Suite 100
Sacramento, CA 95814

or e-mail:

Diane.Thorpe@SacLAFCo.org



Ballot

LAFCo Special District Commissioner & Alternate

Commissioner & Alternate Commissioner

Please select one candidate from each COLUMN

Ballot A

Commissioner - Office No. 7

Please select **ONE** candidate **BELOW**

Edward J. "Ted" Costa
San Juan Water District

Michael Hanson
Arcade Creek Recreation & Park District

Gay Jones (Incumbent)
Sacramento Metropolitan Fire District

Ballot B

Alternate Commissioner - for Offices No. 6 & 7

Please select **ONE** candidate **BELOW**

Michael Hanson
Arcade Creek Recreation & Park District

Charlea Moore (Incumbent)
Rio Linda Elverta Recreation & Park District

Ballot must be received by **4:00 pm on Wednesday November 17, 2021**

Special Districts must return the ballots to LAFCo by the date specified above. Any ballot received after the specified date shall not be valid. *The information below must be complete*

The candidate who receives the most votes will be determined the winner outright.

The LAFCo Executive Officer will announce the results of the election within seven days of the specified date.

Please mail completed ballot to LAFCo Commission Clerk at 1112 "I" Street, Suite 100; Sacramento CA 95814
or send via e-mail to: Diane.Thorpe@SacLAFCo.org

contact Diane Thorpe at (916) 874-6458 if you have any questions.

Name of Special District

Street Address

District Website Address

Date of Meeting

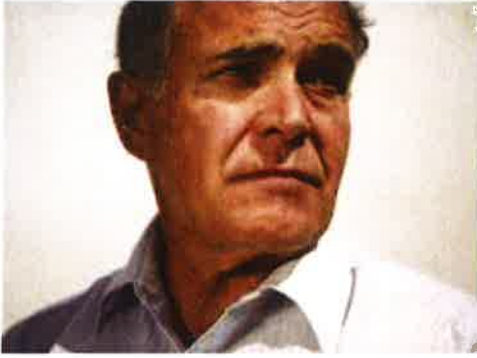
District Phone Number

Signature of Secretary or Clerk of the Board

Phone Number

Print Name

E-mail Address



Resume of Edward J. (Ted) Costa

TESTED AND TRUSTED

TED COSTA IS:

I was born and raised on a family farm in South Natomas and educated in local schools---American River College and UC Davis;

Mentored in politics by the late Paul Gann and Senator S.I. Hayakawa;

Intricately involved in thirteen state-wide initiatives----from Prop. 13 to Re-Redistricting Reform. I drafted three sections of the California State Constitution. I managed 16 lawsuits before the Court of Appeals and Supreme Court. We won 15.

I am currently a board member of the San Juan Water District, a Community Service District that takes American River water, treats it and sends it to water districts in the northeast part of Sacramento County AND at the lowest cost in the entire state.

I live in Citrus Heights with my wife Dr. Jayna and our many animals.

TED COSTA BELIEVES:

Special Districts are the backbone of government. When our water main breaks, we don't call a Legislator. When our power goes out, we don't call a Congressman. We call our Special Districts for all these services. It is so important our special districts are run as efficiently as possible and held accountable to the people. LAFCO is the agency that makes that happen.

LAFCO powers come straight from the Legislature and are rightfully divided up by counties, cities and special districts with the intent of making local governmental subdivisions work more efficiently for the people.

If you vote for me, I will work hard to be a good steward of your trust. Please feel free to contact me: (916) 599-2986, tedcosta@tecosta.com

Michael Hanson, PMP

5668 Rolling Oak Drive
Sacramento, CA 95841

510-386-0345
Sacramento, CA 95841

mhanson2013@outlook.com

Dedicated Project manager and Technical Analyst bringing focus leadership, team building, relationship building, communication, technical skills, innovative approaches, and with critical thinking assess complex problems and work towards solutions. A self-starter with excellent communication skills and solid project management background in the areas of consulting, initiation, requirements gathering and validation, change management, staffing and team building, task estimation, and client interaction. Build strong teams with a focus on delivering on customer needs though teamwork, positive attitude, being well organized, using critical thinking, continuous improvement, conflict resolution, with a hands-on approach, and a single point of contact. Experience managing projects and teams in various environments including Insurance, Government, Technology, and Non-profit.

Experience

Arcade Creek Recreation and Park District

Director

12/2014 – present

- Chair 2015
- Director leading the Master Plan project
- Secretary/Treasurer and member of the Finance committee 2017-2019
- Vice-Chair and member of search committee for new GM (2020)
- Served on Sacramento Special District Advisory Commission (2 terms)

Key accomplishments:

- 1) Worked to get ACRPD out of debt with CalPERS. In 2015, we had a debt with CalPERS of ~500K and today, we are current. This frees up financial capability to equipment and capabilities for our employees and begin to address community needs related to the Parks.
- 2) Part of the team to update a master plan that was 20+ years old. The district needs to have a direction so we can build a patchwork towards the common goal using available resources.
- 3) On the search committee to locate the replacement GM for the district. We found an ideal individual who has a wealth of experience, wanted to come to Sacramento, and would fit in with the current employees.
- 4) I was granted a scholarship to the CARPD Convention in Tahoe. This provided the impetus to pursue a Shine Grant resulting in lighting Arcade Creek Park with LED lighting powered by solar panels.

Benevolent and Protective Order of Elks

Officer Carmichael Elks Lodge #2103

12/2014 – present

Worked in various roles including being elected as "president" twice and elected as a trustee to the board of directors twice. I chaired the operational aspects of the 1300-member Lodge through the COVID-19 shutdowns, etc. Worked with members to keep the finances positive. While we lost ~100 members during COVID, we have recovered almost that many this year and are continuing to grow. The Lodge building was built in the 1960s, 1970s, and 1980s. It has a large footprint on the 9+ acre lot. We have been managing significant costs related to the air conditioning and general upkeep of the buildings.

30+ Years in Data Processing

During my years in data processing, I worked in varied industries: Government/Technical (Stanford Research Institute), Chip Manufacturing (Advanced Micro Devices), Education (University of California at Davis), Insurance (CSAA), and support/outsourcing companies (EDS, HP). During my time in these organizations, I was a developer, team lead, department manager and project manager. The opportunities afforded in these organizations provided the background to aid other organizations in their growth.

Highlights:

- At Stanford Research, I worked on the Headstart Project consolidation of data tracking children across years and schools. This helped provide the winning of the contract related to the Follow-Thru project.
- During my 10 years at AMD, I managed a team supporting Shipping and the fabrication units, managed one of the Computer Operations teams to streamline the processing, and started into Project Management. One of the efforts I completed cut computer report paper usage by over half by isolating the needed reports for the specific organization and eliminating superfluous copies of reports.
- At UC Davis, my team was responsible in supporting the HR/Payroll systems and Departmental Computing. While much of the actual data processing occurred at the Office of the President so all campus reporting was consistent, our role was to deliver the information and support to the various departments on campus. As part of the Departmental Computing effort, we won the contract with the Transportation and Parking Unit to replace their system with one that would be maintained and supported on campus.
- At CSAA, I lead a team supporting Membership systems, brought in new technologies, helped to test and discard one system replacement that did not work consistently, and moved into project management. During my time at CSAA I was part of an outsourcing effort to move all computing support to an external vendor (EDS) while the support team continued to sit at their current desks and support CSAA. This arrangement continued for over 20 years as I was either working for the vendor, EDS then HP, managing the work for CSAA or working for CSAA managing the work being performed by the vendor. We moved data centers, applications, and generally supported the work associated with CSAA until they were finally able to insource their data processing.

Fellow Special District Directors,

I respectfully request your vote to continue as Special District Commissioner, Seat # 7, on the Sacramento County Local Agency Formation Commission. Representing Special Districts on Sacramento LAFCO is a privilege and an honor.

Special Districts represent the most basic connection between citizens and their government. We really are the closest public entity to our community. We provide our neighborhoods with services and responsiveness that are found no where else. This close connection makes it imperative that the voice of Special Districts is heard and represented at our Local Agency Formation Commission. This is why I want to serve on LAFCO.

As the incumbent, there are several areas in which I want to continue to build upon.

The first is the Special District Advisory Committee (SDAC). As a member since inception, I have continued to expand the voice of Special Districts at Sacramento LAFCO. Emphasizing the importance of Municipal Service Reviews, maintaining an open dialogue among Special Districts in our county, and discussing the impacts of proposed LAFCO applications upon Districts are very important to me. Sharing information amongst ourselves contributes to our success, and SDAC facilitates this exchange.

The second is to continue to work closely with the California Special District Association (CSDA). A strong, professional and valuable relationship exists between us. It is very important to continue working together in areas of mutual concern to make Special Districts strong and successful.

A third area is the California Association of Local Agency Formation Commissions (CALAFCO). I have served on the Board of Directors of CALAFCO since 2006. This work informs me on statewide issues that can carry many implications for LAFCOs.

Thank you for your support. Please contact me with any questions or comments you may have.

Sincerely,

Gay Jones, Director
Sacramento Metropolitan Fire District

Special District Commissioner
Sacramento LAFCO.

916-208-0736



Gay Jones (Incumbent)

Sacramento Metropolitan Fire District
10545 Armstrong Avenue, Suite 200
Mather, CA 95655
Phone: (916) 208-0736

STATEMENT OF QUALIFICATIONS

My experience representing Special Districts continues to broaden and deepen. This is reflected by my service as a Sacramento Metropolitan Fire District Director, as a Sacramento County LAFCO Commissioner and as a CALAFCO Board Member.

The challenge to use critical thinking to make decisions never diminishes. It is hard work to investigate and study all aspects surrounding an issue. Asking questions and listening to the replies requires a commitment to weigh, measure and balance all the information. That analysis, in turn, must be informed by sound public policy.

My goal is to support this process where critical thinking joins sound public policy resulting in good decisions.

EXPERIENCE

- 2000 – Present: Director for Sacramento Metropolitan Fire District
- 1981 – 2006: Sacramento Fire Department (Retired Captain)
- 1973 – 1979: United States Peace Corps

LAFCo Experience

- 2006 – Present: Special District Commissioner for Sacramento LAFCo
- 2004 – 2006: Alternate Commissioner for Sacramento LAFCo

CALACFO State Level Experience

- 2006 – Present: Board Member for California Association of LAFCo (CALAFCO)

- 2013 – 2018 : Executive Board Member, CALAFCO
- 2015: Chair for CALAFCO Annual Conference

EDUCATION AND CERTIFICATES

- Master's Degree, California State University, Sacramento
- Bachelor of Science, Lewis and Clark College
- Associate Degree, American River Community College
- Chief Officer Certification, California State Board of Fire Service
- Special District Leadership and Management Certification, Special District Institute

COMMUNITY ACTIVITIES

- Chair, Cordova Community Planning Advisory Council, Sacramento County
- Steering Committee Member, Butterfield Riviera East Community Association (BRECA) since 1998
- Member, American River Parkway Coalition

Charlea R Moore

8840 El Verano Ave. • Elverta, CA 95626

Phone 916-991-0338 (home)

Cell 916-275-3275 (best contact)

Email - Charhorseranch@aol.com

Applicant Statement for the Special District LAFCO Representative

I moved from Glassboro New Jersey to Rio Linda Elverta in 1981, along with my 3 year old daughter and my husband.

Almost immediately I became involved with Sacramento County Service Area #3 which was the forerunner of our current independant Parks and Recreation District serving the Rio Linda Elverta Communities. This involvement was the result of reading a statement in the local paper, indicating that the Parks Advisory Board had determined that there were sufficient equestrian trails in the area. I was very happy to advocate for additional trails and in the process begin my education in local governance processes.

Over the next several decades I was appointed to numerous County and Local advisory boards, steering committees and ad hoc committees. My interest expanded to include growth issues, flood issues and agriculture/suburban/urban issues.

I learned a great deal about how government works and how Special Districts fit into the process. I became a strong advocate for local governance after going through 3 incorporation attempts in the Rio Linda Elverta communities and in the education process I switched from anti-incorporation to pro-incorporation for unincorporated communities.

In about 1992 I was appointed to the RLE CPAC in and served during the Community Plan Update. I am familiar with the governance process and with procedures for arriving at a decision as a board member. I have served several terms on CPAC under four different County Supervisors since that initial appointment. All of these experiences were very educational for me.

In 2002 I successfully ran for the Rio Linda Elverta Recreation and Parks District. I truly enjoyed and have greatly benefited from the experience of becoming an elected board member. I ran again in 2016 and am currently serving as Secretary for the RLE Recreation and Parks District.

I believe that my history in the community and experience as an elected public official will be an asset for Special Districts as a LAFCO Special District Board member.

Thank you,

Charlea R. Moore

CITRUS HEIGHTS WATER DISTRICT

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

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE DISTRICT POLICY UPDATES

STATUS : Discussion and Action Item

REPORT DATE : October 6, 2021

PREPARED BY : Susan K. Talwar, Director of Finance and Administrative Services
Alberto Preciado, Accounting Manager
Brittney Moore, Senior Management Analyst
Joshua Nelson, Assistant General Counsel
Teresa L. Highsmith, Special Counsel, Labor and Employment

OBJECTIVE:

Consider approving updates to the Citrus Heights Water District's (CHWD or District) Human Resources Policies (4000 series) and Accounts Receivable Policies (7000 series).

BACKGROUND AND ANALYSIS:

At the District's 2019 Strategic Planning Session, an objective to promote organizational effectiveness to enhance service levels to customers and staff was established. A goal of that objective was to review and update the District's entire policy manual. The Board of Directors approved a substantial overhaul of the District's Human Resources Policies (4000 series) in August 2019; and Fiscal Management Policies (6000 series) in June 2020. A Study session highlighting the proposed changes to the 4000 series, as part of an annual review of those policies, and policy updates to the 7000 Series were provided to the Board at the August 18, 2021 Regular Board Meeting. Also, proposed edits, along with clean versions of the complete policy manuals, were provided to the Board in electronic and paper form in August 2021 for additional review. The proposed revisions reflect language clean-up, incorporate best practices, or reflect recent changes in law.

The following is a summary of the proposed changes:

Human Resources Policies (4000 series):

The annual review and update of CHWD Human Resources Policies is the culmination of a team effort over several months to ensure that CHWD's policies are consistent with best practices and changes noted over the past two years to employee leave laws.

The team that worked on, reviewed and discussed the proposed policy updates included: Susan Talwar, Director of Finance and Administrative Services (Project Lead); Hilary Straus, General Manager; Alberto Preciado, Accounting Manager; Madeline Henry, former-Administrative Services Manager; Brittney Moore, Senior Management Analyst (assigned to Human Resources) and Terri Highsmith, Special Counsel for labor and employment matters.

CHWD's Human Resources Policies: 1) set expectations for employee performance and professionalism; 2) ensure consistent treatment of employees by managers and supervisors; 3) reduce employer's liability; and

help define and strengthen the organization's culture of performance and accountability.

The Human Resources Policy 2021 updates are summarized in the Table shown in Attachment 1; additionally, Attachment 2 shows the sections of the 4000 Series Policies with the actual edits in "redline" format so that the Board can track the changes being proposed. The policy revisions fall into the following three categories: 1) clarification to reflect existing law, policy and practice; 2) edits required due to changes in legal requirements; and 3) updated language to reflect "best practices."

Clarification of Existing Law and Policy

As noted in in the Table in Attachment 1, the majority of proposed edits to the 4000 series policies are language clarifications which do not change the existing policy or the District's practice. These language edits are proposed either to clarify the intent of the existing policy or to align policy language with existing practice. For example, because the District's fiscal year is equivalent to the calendar year, references to the word "calendar" have been eliminated (Policy No. 4001.02); lines of authority for operational issues have been specified (Policy No. 4001.30); limitations on what information can be released for an employment reference have been clarified (Policy No. 4040.10); a new category of "interim employee" has been added as a special employment category (Policy No. 4001.03) to maintain flexibility in getting work performed temporarily without incurring additional pension obligations; and edits have been made to Policy No. 4112 to clarify the correct rate of overtime pay for compliance with existing state law. Additionally, a few policies have been clarified at the request of CalPERS (California Public Employment Retirement System).

Highlights include: Policy No. 4103 has revised language requested by CalPERS to make it clear that merit adjustments (which are similar to an earned "step increase" within the compensation range, triggered by the employee's performance evaluation rating above "meets expectations") are reportable to PERS. Policy No. 4105 also had language added at the request of CalPERS to make it clear that one-time payments made under the Employee Recognition and Awards Program are not reportable for PEPRAs employees (i.e., employees new to CalPERS, who entered into the pension system after December 31, 2012). Further, while the District has been reporting employee compensation correctly, PERS requested policy language updates for alignment with the PERL (Public Employees Retirement Law). These edits are declaratory of existing law and do not change the substance of the policy or the past practice of the District.

Edits Required Due to Change in Laws

The majority of the District's existing policies are in full compliance with state and federal law regarding labor and employment matters, including areas of: 1) Equal Employment Opportunity (EEO)/harassment and discrimination prevention; 2) leave and accommodations requirements; 3) paid sick leave requirements; and 4) privacy issues (medical information, drug testing, etc.). Since the District last reviewed and adopted its Human Resources Policy Updates, certain state employee leave laws have been amended.

For example, effective January 1, 2021, the California Family Rights Act, is now applicable to any employer with five or more employees. Additionally, up to 12 weeks of parental leave, also known as "baby bonding" leave is available for each parent when both work for the same employer. Previously, a maximum of 12 weeks of baby bonding leave had to be shared between the two parents when both worked for the same employer. This is now reflected in Policy No. 4309, for consistency with state law.

Recommended “Best Practices” Highlights

A few of the human resources policy updates include further refinements to clarify the rights and procedures applicable to “for cause” employees as opposed to “at will” employees. For example, the District grievance procedure (Policy No. 4514) has been clarified to be applicable to “for cause” employees, consistent with the due process rights such employee have prior to any change in their employment status. By contrast, “at will” employees (those employees at the District subject to employment agreements) do not have a property interest in their job which would trigger due process or a grievance procedure. Additionally, for best management practices, some matters are not subject to grievance, including disciplinary decisions, management training requirements, such as a performance improvement plan, and release from probation or other no cause reasons.

Policy No. 4102 regarding the calculation of cost of living adjustments, was amended to use an average of the Consumer Price Index for the first six months of the year to identify a cost of living adjustment (COLA), as a consistent calculation. Also, how paid leave is accrued (e.g., vacation and holiday pay) is clarified to specify that accrual is on a bi-weekly basis, as opposed to dropping in all paid leave at the beginning of the calendar year. (See Policy No. 4301). This did not change existing practice, but it is a best management practice to spell out this limitation. Similarly, updates are proposed to other Policies to maintain best practices of management authority, such as Policy No. 4501 to expand the standards of employee conduct, a violation of which becomes the basis for discipline. And Policy No. 4513 has been updated to clarify that some changes in employment status are not subject to the disciplinary or grievance processes, such as an employee lay off resulting from a District Board-approved reduction in force or a release due to the inability to perform essential job duties, with or without a reasonable accommodation.

Finally, a new Policy No. 4820.06 provides a procedure for approving a disability retirement for a disabled employee, consistent with PERS requirements. This Policy delegates to the General Manager the authority to make required findings, consistent with an independent medical report, that the employee is permanently disabled and can no longer perform all of their essential job duties. Delegating this authority to the General Manager is a “best practice” because it preserves employee confidentiality of medical information by avoiding discussion of this information and action by the Board at an open session District Board meeting.

Moving forward, should the Board adopt the proposed human resources policy updates, the goal will be to review the policies on an annual basis with a focus of keeping CHWD current on human resources legal updates and changes in the workplace.

The District’s Leadership Team reviewed key elements of the policy changes with staff. Staff did not express any opposition.

Accounts Receivable Policies (7000 series):

There are a considerable amount of substantive proposed changes to the accounts receivable (7000s) policies. The most important change to these proposed policies is no longer terminating service for non-payment. Staff recommends this change for a number of reasons, including reducing cost and administrative effort of non-payment, the availability of liens and special assessments to secure payment, increased regulatory attention on service termination, and CHWD’s experience during the on-going COVID-19 pandemic when the State

precluded termination for non-payment.

In addition to this change, staff recommends the following updates, which are largely clean-up edits:

- Customer Account Deposits (No. 7120): Staff proposes removing deposit procedures for termination for non-payment, and adding deposits for accounts being liened or added to the tax levy list for the first time. Also proposed is clarifying language regarding the disposition of unclaimed deposits in accordance with California Government Code.
- General Billing Procedures (No. 7170): Staff proposes removing procedures for termination for non-payment. Staff also proposes adding explicit language regarding the use of special assessments on the property tax rolls for delinquent accounts.
- Policies for Specific Account Types (Nos. 7171, 7172, 7173): Staff recommends deleting these policies, as general billing procedures are contained within Policy No. 7170, and these policies only serve to define specific account types.
- Water Meter Reading (No. 7180): Staff recommends adding specific language regarding the responsibility for costs when access to customer water meters is obstructed.
- Establishing and Closing Customer Accounts (No. 7200): Staff proposes deleting the paragraph establishing an application fee for new accounts, as this has not been the District's practice. Other proposed changes remove prohibited conditions for approval of customer account applications, and clarify final billing procedures.
- Termination of Service (No. 7270): Staff recommends removing procedures for termination of service for non-payment, and replacing the deleted language with a procedure for using flow restrictors in special circumstances.
- Disputed Charges and Leak Adjustments (No. 7330): Staff proposes clarifying timeframes for application and eligibility for leak adjustments.

RECOMMENDATIONS:

1. Approve updates to the District's Human Resources Policies (4000 Series)
2. Approve updates to the District's Accounts Receivable Policies (7000 Series)

ATTACHMENTS:

1. Summary Table of Human Resources Policies Updates (4000 series)
2. Red-lined Version of Human Resources Policies Updates (4000 series) with New Edits
3. Clean Copy of Edited Human Resources Policies Updates (4000 Series)
4. Red-lined Version of Accounts Receivable Policies (7000 Series) with New Edits
5. Clean Copy of Edited Accounts Receivable Policies (7000 Series)

Moved by Director _____, Seconded by Director _____, Carried _____

ATTACHMENT 1

4000 Series Update Summary Table

Summary Table of Human Resources Policies Updates

Policy Number	Policy Name	Description of Change	Language Clarification/declaratory of Existing law/policy/practice	Edit Made for Consistency with Change in Law	Edit Made for Best Practices
4001.02	Temporary Employees	strike word "calendar" year because fiscal year and calendar year are the same for the District	x		
4001.03	Special Employment Categories	Added a new category of "interim employee" to special employment categories for maximum flexibility and transparency in options. Declaratory of existing authority.	x		
4001.06	Rehired Employees	clarification in language; declaratory of existing authority	x		
4001.20	Employment Agreements	clarification in language; declaratory of existing authority	x		
4001.30	General Manager	clarification in language; declaratory of existing authority	x		
4040.10	Requests for Employee Information or Employment References	Language clarification; declaratory of existing law.	x		
4102.00	Salary Cost of Living Adjustments	Language addition to set period CPI-U will be evaluated to calculate COLA			x
4103.00	Salary Merit Adjustments	language corrections for greater clarity; declaratory of existing policy and law as desired by CalPERS	x		
4105.00	Employee Recognition and Rewards Program	Added language needed for clarification desired by CalPERS	x		

Summary Table of Human Resources Policies Updates

Policy Number	Policy Name	Description of Change	Language Clarification/declaratory of Existing law/policy/practice	Edit Made for Consistency with Change in Law	Edit Made for Best Practices
4112.00	Overtime Pay	Edits needed to clarify state Labor Code rules regarding over-time pay rates, e.g., hours worked in excess of 12 hours within one day are paid at 2 x base salary rate.	x		
4112.03	Paid Leave Following Extended Work Shifts	non-substantive language edits and clarification; no changes to policy	x		
4113.10	Non-Exempt Employee Time Sheets	clarification of existing policy that prohibited conduct will subject an employee to disciplinary action	x		
4301.01	Accrual	adds clarification that annual leave accrues on a bi-weekly basis— declaratory of existing policy and practice	x		
4309.00	California Family Rights Act	Edits made to policy for consistency with changes in law during 2020 regarding parental leave rights for “baby bonding” purposes.		x	
4330.00	Personal Leave of Absence	Clarification of existing policy and practice, e.g., no paid leave shall accrue during personal leave of absence.	x		
4330.04	Benefits	Deleted last sentence from policy, because it is an unnecessary statement of existing rights to pay out of vested unused leave upon separation		x	

Summary Table of Human Resources Policies Updates

Policy Number	Policy Name	Description of Change	Language Clarification/declaratory of Existing law/policy/practice	Edit Made for Consistency with Change in Law	Edit Made for Best Practices
4401.03	Off-Duty Education	added language declaratory of existing policy and practice (e.g., General Manger may approve off-duty education); Deleted procedural standards from Policy and moved to administrative procedure, as more appropriate placement for detailed administrative procedures		x	
4401.04	Eligibility for Off-Duty Education Financial Assistance	Clarified categories of off-duty education potentially eligible for education financial assistance and simultaneously narrowed application of eligibility	x		
4401.05	Conditions for Financial Assistance	Clarified that ability to deduct debt from employee's final paycheck is subject to what is permitted by law. (This is a California Labor Code restriction)	x		
4420.00	Employee Equipment	Added language to clarify that prohibited conduct will subject an employee to disciplinary action	x		
4450.00	Telephone Calls	Add "incidental use" standard to define when personal telephone calls made from work are acceptable			x

Summary Table of Human Resources Policies Updates

Policy Number	Policy Name	Description of Change	Language Clarification/declaratory of Existing law/policy/practice	Edit Made for Consistency with Change in Law	Edit Made for Best Practices
4501.00	Standards of Conduct	Adds new standards of conduct. Violations of these standards may subject an employee to disciplinary action.		x	
4513.00	Disciplinary Procedure for Regular Employees	Non-substantive language clarification; no change in Policy or practice	x		
4513.02	Major Discipline	Change the word "regular" employee to "for-cause employee;" non-substantive language clarification; no change in Policy or practice. Clarification that "disciplinary dismissal" does not include a layoff or a release from employment due to inability to perform all essential functions of the employee's position with or without a reasonable accommodation, and there is no appeal procedure for either. This is a necessary clarification, but is also declaratory of existing law and practice	x		x

Summary Table of Human Resources Policies Updates

Policy Number	Policy Name	Description of Change	Language Clarification/declaratory of Existing law/policy/practice	Edit Made for Consistency with Change in Law	Edit Made for Best Practices
4514.00	Grievance Procedure	Clarifies applicability to "for cause" employees; adds performance improvement plans, training assignments, and release from employee due to inability to perform essential job duties with or without a reasonable accommodation to action which are NOT subject to the grievance procedure.	x		x
4520.03	District Time, Equipment and Materials	Adds statement that prohibited conduct will subject employee to discipline	x		
4740.00	Reasonable Accommodation	Adds best practice language to this policy to clarify and specify 1) no requirement to alter job duties as a reasonable accommodation and 2) light duty, if offered, is only temporary— District not required to permanently alter essential job duties	x		x
4740.10	Interactive Process	Add clarification that reasonable accommodations are for the purpose of enabling an employee to perform their essential job duties	x		

Summary Table of Human Resources Policies Updates

Policy Number	Policy Name	Description of Change	Language Clarification/declaratory of Existing law/policy/practice	Edit Made for Consistency with Change in Law	Edit Made for Best Practices
4800.01	Categories of Separation	Adds a release for inability to perform essential job functions with or without a reasonable accommodation. Declaratory of existing law, policy and practice.	x		
4820.06	CalPERS (Disability Retirement Determination Delegation to General Manager)	Adds Government Code language related to the process and authority for disability retirement applications	x		x
4931.03	Electronic Mail	Adds reminder that emails may be subject to disclosure through a Public Records Act request. Declaratory of existing law	x		
4931.04	Personal Use Limitations	Adds "incidental use" standard, consistent with Policy 4450.00	x		
4932.04	Privacy Not Guaranteed	Removes "Assistant General Manager" references.	x		
4940.00	Reasonable Suspicion Alcohol and Drug Testing Procedures	Clarifies that "controlled substance" includes cannabis (because it is defined as a controlled substance under federal law) for purposes of prohibited conduct at work regarding being under the influence of alcohol, illegal or controlled substances of a legal drug.	x		
4001.A1	Manager/Supervisor	Removes language in	x		

Summary Table of Human Resources Policies Updates

Policy Number	Policy Name	Description of Change	Language Clarification/declaratory of Existing law/policy/practice	Edit Made for Consistency with Change in Law	Edit Made for Best Practices
	Employment Agreement New Hire	salary section, regarding 3% increase when employment agreement is executed.			

ATTACHMENT 2

Red-Lined Human Resources Policies

CITRUS HEIGHTS WATER DISTRICT
HUMAN RESOURCES POLICIES MANUAL

(Please note this attachment only includes policies that have been updated for Board Consideration)

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4001.00 EMPLOYMENT STATUS DEFINITIONS

4001.01 Regular Employees

Employees holding a regularly-authorized District position who have completed any applicable probationary period. Regular employees may be full-time (budgeted to work 2,080 hours in a year) or part-time (budgeted to work at least 1,040 hours but less than 2,080 in a year). At the discretion of the General Manager, employment as a Regular Employee may or may not be subject to an Employment Agreement. If subject to an Employment Agreement, the nature, duration and conditions of employment will be established in writing at the onset of employment. Regular employees may be Fair Labor Standards Act (FLSA) exempt (paid on a salaried basis and not eligible for overtime compensation) or non-exempt (paid on an hourly basis and eligible for overtime compensation). Unless otherwise designated as “at will” at the time of appointment or in an applicable Employment Agreement, a regular employee may only be terminated or disciplined for cause.

4001.02 Temporary Employees

Employees hired to work fewer than 1,040 hours in a ~~calendar~~ year or employees, often recruited and placed through a temporary agency, who work on a temporary basis for the District. The nature, duration, and conditions of employment will be established in writing at the onset of employment. Temporary Employees will not be eligible for benefits that accrue to Regular Employees, including vacation time, sick leave, or holidays except as required by law. Compensation shall be on an hourly basis.

4001.03 Special Employment Categories

Employees hired for a special purpose or duration to meet a particular District need are “special employees” and may include: (a) provisional employees – those who meet the minimum qualifications for a regular position and who are appointed on an interim basis of at least two weeks’ duration to fill a vacancy until such position is filled; (b) specially- funded employees – those working in a full- or part-time capacity but in a limited term position funded by special, non-District revenues, or (c) interim employees— those existing employees who accept an interim promotional opportunity for a limited period of time, as specified in an employment agreement. “Interim employees” may be promoted into the regular position at the discretion of the General Manager upon completion of the applicable probationary period. Special employees are not eligible for benefits that accrue to regular

employees except as required by law or as otherwise specified in writing at the time of appointment to a special employment category.

4001.04 Non-Employee Services

The District may occasionally obtain services from external sources that are true independent contractors (e.g. law firms, engineering firms, environmental consulting firms, and the like.) Such arrangements will be made in writing and must be executed by the Board of Directors or the General Manager (or designee).

4001.06 Rehired Employees

Employees rehired after leaving employment with the District may be subject to employment at the discretion of the District. The nature, duration and conditions of employment will be established in writing at the onset of employment.

The ability to rehire California Public Employees' Retirement System (CalPERS) retirees is subject to the restrictions and guidelines set forth by the Public Employee's Retirement Law (PERL).

When an employee is rehired, his/her duration of District employment (see Policy 4050) shall not include any period of time while not a District employee (e.g. gaps in District Employment).

4001.20 Employment Agreements

The District will enter into an Employment Agreement with the General Manager (who is a direct report to the District Board, and such agreement will be approved and executed by the District Board and the General Manager employee. The District may also, at the discretion of the General Manager, employ persons who report to the General Manager to work for the District under a written Employment Agreement, which shall be signed by the General Manager and by the employee. The Employment Agreement shall specify the terms and conditions of the relationship between the District and the employee, and may include terms and conditions of employment that differ from those of other District employees.

4001.30 General Manager

The General Manager is the head of the District's personnel system and all operational departments. Where the term "General Manager" is used throughout the Human Resources policies in the District's Policies and Procedures manuals, as well as accompanying Administrative Procedures, the term shall mean the General Manager or designee(s).

4005.00 PROBATIONARY PERIOD DEFINED

A working test period of 12 months during which an employee is required to demonstrate his/her fitness for the duties to which he/she is appointed by actual performance of the duties of the position.

4005.01 Objective of Probationary Period/Positions Covered

The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to his/her position. All employees appointed to District positions that are not "at will" positions must successfully complete a probationary period.

4005.02 Probationary Periods/Appointments to Positions

All original employee appointments shall be subject to a probationary period of no less than twelve months of actual service, and may be extended an additional 90 days at the discretion of the General Manager. All promotional or lateral appointments shall be subject to a probationary period of six months, which may be extended an additional six months at the discretion of the General Manager. If a probationary employee's probationary period is extended, the employee shall be given written notice of the extension prior to the expiration of the probationary period.

4005.03 Extension of Probationary Period For Absences From Work

Absences from work for ten (10) or more work days during the probationary period, regardless of the reason or cause for the absence, shall automatically, and without further notice provided to the employee, cause the probationary period to be extended by the total number of calendar days of the absence. Approved vacation leave absences will not be considered for purposes of this section.

4005.04 Rejection from Probation

During the probationary period, an employee's District employment in that position is "at will," and he or she may be rejected at any time without cause and without the right of appeal. The probationary employee who is rejected will be notified in writing that he or she has not successfully completed the probationary period. If the rejection occurs during the original probationary period, the employee shall be discharged from employment. An employee who has previously completed an original probationary period, and who is rejected during a promotional or lateral probationary period, shall be reinstated to the

employee's immediately former position unless he/she is rejected for a reason which would have constituted cause for the employee's discharge from the former position.

4005.05 Rejection of Probationary Employee

During a probationary period an employee may be rejected by the General Manager (or designee) at any time, with or without cause, and without the right of administrative appeal except as required by law.

4040.00 PERSONNEL RECORDS AND PRIVACY

With regard to the collection, storage, dissemination and administration of information pertaining to employees, it is the District's policy to collect only information which the District needs to carry out valid responsibilities or that are otherwise required by law.

Access to personnel files is restricted to authorized employees of the District on a "need to know" basis and is typically restricted to the General Manager and designees regularly assigned to carry out various personnel duties and functions. Other employees may be granted access to personnel file materials at the direction of the General Manager in order to carry out specific authorized personnel functions and activities.

4040.10 Requests for Employee Information or Employment References

All requests for employee information shall be governed by applicable state or federal laws and shall be referred to the General Manager for handling.

Dates of employment (hire and/or rehire) and current job title of an employee and salary may be released to a third party without a signed request or signed consent of the employee. Release of other information requires a signed request, specifying the information desired, the party or parties to whom it may be released, and the signed consent of the employee. Other releases of personnel information will be made as required by law.

Except for authorized disclosure of information by the General Manager, neither District Board members nor District employees shall provide employment references on former employees or current employees without the employee's execution of a written District waiver and release.

4040.20 Review and Duplication of Personnel Records and Medical Records

In accordance with applicable provisions of law, employees may review the non-confidential portions of their own personnel records file upon reasonable notice to the General Manager at a mutually agreed-upon time. One copy of the documents from the employee's personnel records file and medical records file can be made for the employee

for their own records at District expense. Generally applicable copying charges will apply to any additional copies requested.

4102.00 SALARY COST OF LIVING ADJUSTMENTS (COLA)

The Cost of Living Adjustment (COLA) is reviewed on an annual basis by the General Manager. Any recommendations for COLA adjustments are then submitted to the District's Board of Directors for review and potential final approval, subject to its assessment of the District's then-current financial circumstances.

The Consumer Price Index for All Urban West Consumers (CPI-U) is to be used as a guideline. The current salary schedule will typically be reviewed in December and the salary ranges amended by a COLA as necessary, effective January 1 of each year to reflect the CPI-U percentage change for all urban west consumers averaged over the first six months (January through June) of the year during the last twelve months reporting period (typically October e.g. October to October). Cost of Living Adjustments are to be applied regardless of position within a salary range.

Unless otherwise directed by the Board of Directors, individual employee salaries shall increase by the same percentage amount as the COLA adopted by the Board of Directors, but individual employee salaries will not be reduced by a decrease in the COLA.

4102.10 Salary Survey

In the event that the District's salary schedule is amended due to a salary survey (see Policy 4101), amendment of the current salary schedule by a COLA will not apply.

4102.20 COLA for Reclassified Employees

Salary Cost of Living Adjustments for employees that are reclassified are addressed in the District's Reclassification Policy (see Policy 4130).

4102.30 No COLA for Part-Time and Temporary Employees

Hourly wage rates for Part-Time Employees and Temporary Employees hired directly by the District will not be amended due to a salary cost of living adjustment.

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 Policy 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.

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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

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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.

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~~Salary adjustments for the General Manager shall require approval by the Board of Directors.~~

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.

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 Policy 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 PEPRAs employees during that year, as set forth in the publicly-available pay schedule.

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4112.00 OVERTIME PAY

District overtime pay policy will conform to the requirements of applicable law including the federal Fair Labor Standards Act. All “non-exempt” employees will be paid at one and one-half (1.50) times their regular hourly rate of pay for hours worked in excess of forty (40) hours in a regular work week and at (2.00) times for hours worked in excess of twelve (12) hours in a day. A regular work week is defined as a seven-calendar-day period commencing at 12:00 a.m. each Monday and ending at 11:59 p.m. the following Sunday. Pay for non-exempt employees’ work in excess of forty-eight (48) hours in a regular work week will be at two (2.00) times their regular hourly rate of pay. The District retains discretion to “flex” an employee’s working hours within a single seven-day work period to reduce potential overtime costs.

Leave hours shall not be counted as hours worked for the purpose of qualifying for overtime pay except in circumstances where the employee works hours that require returning to work in an

emergency situation, after being off duty on discretionary leave and where the emergency work hours are not a continuation of a regular work shift. Under these circumstances, when discretionary leave hours have been scheduled in advance (i.e. vacation or CTO) and are interrupted by an emergency call back, the leave hours within that work period may be counted as hours worked for the purpose of qualifying for overtime pay.

Employees are required to accurately report all hours worked, including overtime, on their timecards. Unauthorized or unreported overtime work is strictly prohibited. Employees may be subject to discipline for violations of this overtime policy.

At a non-exempt employee's option, compensatory time-off (CTO) in lieu of overtime payments may be granted subject to a maximum CTO accrual (see Policy 4303).

4112.02 Holiday Overtime Pay

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

4112.03 Paid Leave Following Extended Work Shifts

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

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

4112.04 Exempt Employees

Exempt positions are those ineligible for overtime compensation according to applicable law. Such positions will be so designated in the applicable job description and/or Employment Agreement.

4112.50 Overtime Recruitment

Scheduled overtime or non-emergency response overtime work shall not be performed without the express prior approval of the General Manager. In unusual circumstances

where the General Manager is unreachable, the highest ranking on-duty supervisor may approve such scheduled non-emergency overtime work. Emergencies requiring immediate response do not require prior approval. The procedure for staffing scheduled, non-emergency overtime shall be determined by the General Manager in an appropriate Administrative Procedure.

In an emergency situation (as determined by the General Manager), the General Manager retains the discretion to assign overtime (whether as a hold-over or call-back response) to the first available employees who possess the skill set necessary to address the emergency issue.

4113.00 PAYROLL

Payroll functions shall be performed under the direction of the General Manager.

4113.01 Payroll Period

The payroll period for payment of compensation due to employees shall be 14 calendar days in length. The payroll period shall end at 11:59 p.m. on the 14th calendar day following the beginning of the pay period.

4113.02 Payroll Withholding

The District will make payroll deductions as required by law for each employee. Deductions required by law may include, but are not limited to, Federal tax withholding, State tax withholding, Social Security and Medicare withholding. Deductions may also include garnishment of wages as ordered by a court of law or other entities as authorized by law. The District will also make payroll deductions as requested in writing by the employee for other programs or purposes approved by the District such as deferred compensation plans and supplemental insurance plans.

4113.03 Direct Deposit of Payroll Checks

The District may offer direct deposit of an employee's payroll check into the employees' personal financial account(s), subject to any requirements and/or limitations imposed by State or federal law, the District's payroll service vendor or the District. Enrollment in direct deposit shall be optional and at the sole discretion of each employee.

4113.10 Non-Exempt Employee Time Sheets

All District employees shall record their hours worked, contemporaneously with working the hours, on an Employee Time Sheet. Non-exempt full time employees must account for at least forty (40) hours per work week and shall record the starting and ending time of each work day, each meal period, and any applicable leave time utilized or overtime hours worked. The Time Sheet shall be submitted on a bi-weekly basis to an employee's

supervisor or designee as soon as practicable following the end of the work week, typically prior to 9:00 a.m. on the Monday morning immediately following the end of the work week. Where applicable, the time sheet shall accurately account for tasks performed each work day utilizing the labor code categories and abbreviations as may be established and modified from time to time by the District.

Accuracy of time sheets is critically important, and all employees are to certify in writing that the hours appearing on their time sheet are a true and accurate record of the actual hours worked. Any employee with a question about how to accurately complete the time sheet should seek direction from the General Manager prior to certifying and submitting it. Any attempt to falsify or misrepresent hours worked on a time sheet is strictly prohibited [and will subject an employee to disciplinary action](#). Each employee's time sheet shall be reviewed biweekly and approved in writing by their supervisor.

4113.11 Time Sheets for Exempt Employees

Time sheets for exempt employees shall be submitted to account for and track tasks performed and as a method of recording leave hours used. Where applicable, the time sheet shall accurately account for tasks performed each work day utilizing the labor code categories and abbreviations as may be established and modified from time to time by the District.

4113.12 Work Week

For purposes of completing time sheets and determining hours worked during a work week, the District's work week shall commence at 12:00 a.m. on Monday and end at 11:59 p.m. on the following Sunday.

4113.20 Payday

All employees will be paid on the Thursday following the end of each bi-weekly payroll period except when this date falls on a District holiday. When this occurs, payment will be made on the preceding business day whenever possible within the constraints of the payroll process. When making payment on the preceding business day is not possible, payment will be made on the first business day following the District holiday.

4113.21 Payment for Standby Duty and Standby Duty Overtime

The bi-weekly payroll covers Standby Duty and Standby Duty Overtime work performed through the completion of a weekly Standby Duty period ending on or before the end of the pay period. Standby Duty and accompanying overtime work completed after the close of the bi-weekly payroll period will be reported and paid as part of the next payroll period.

Completion of a Weekly Standby Duty report by the Director of Operations shall serve as authorization for payment of Standby Duty and Standby Duty Overtime.

4113.30 Advances Prohibited

Employee payroll advances for hours not yet worked are prohibited.

4113.40 No Check Cashing

Cashing of personal or payroll checks by the District is prohibited.

4301.00 ANNUAL LEAVE

The District's Annual Leave benefit provides Regular employees with paid time off for personal purposes including but not limited to an annual vacation. Ownership of Annual Leave is vested with the employee. Throughout this Policy manual and accompanying Administrative Procedures, where the term "vacation" is used it is as a synonym for leave covered by the District's Annual Leave benefit.

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

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

4301.01 Accrual

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

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

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

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

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

The Annual Leave accrual rate and determination of total District employment years for Regular employees shall be prorated in accordance with their regular scheduled hours (e.g. a 3/4 time employee will accrue at ¾ the rates and maximums specified above). [Annual leave accrues on a bi-weekly basis concurrent with employee's bi-weekly compensation schedule.](#)

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

4301.02 Scheduling

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

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

4301.03 Documentation

- A. A signed and approved Leave Request form is required for use of Annual Leave.
- B. The General Manager shall maintain records of Annual Leave balances, accruals and deductions. Employees shall be notified regularly of their Annual Leave balances through the District's payroll process.
- C. Annual Leave hours shall be deducted from an employee's total as used.

4301.04 Annual Leave Accrual and Payment

- A. Maximum Accrual. Employees are encouraged to take full use of their Annual Leave and avoid accumulations beyond 200 hours. Accumulations above 200

hours will be reduced to 200 hours based on the last payroll of October. Account balances in excess of 200 hours will be paid to the employee on a special payroll in November. Payment shall be made at the employee's current rate of pay and shall be paid according to the employee's instructions on the Earned Leave Payout form.

- B. Separation from Employment. If employment is terminated for any reason, accrued Annual Leave will be paid through the last full day of employment. Payment shall be made at the employee's then-current rate of pay. Employees may elect to receive payment for accrued Annual Leave at the time of temporary reduction of work force (see Human Resources Policy 4810).
- C. Employee Request for Payment in Lieu of Annual Leave. An employee may request payment once per year in accordance with the procedure set forth in the Administrative Procedures.

4309.00 CALIFORNIA FAMILY RIGHTS ACT

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

To be eligible for California Family Rights Act (CFRA) leave, employees must:

- (1) have more than 12 months of service with the District during the 12-month period prior to the date on which the leave is to commence;
- (2) have at least 1,250 hours of service with the District during the previous 12-month period

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

In the case where both parents are employed by the District and are otherwise eligible for parental leave, ~~each employee is eligible for up to 12 weeks of parental leave, the combined total leave amount for both employees may not exceed 12 weeks.~~ Further, parental leave will be

provided in addition to any entitlement of pregnancy disability leave (PDL) due to an employee's own pregnancy-related disability.

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

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

During CFRA Leaves, the District will continue to pay for employees' participation (if applicable) in the District's group health plan for the duration of the leave, commencing on the date that the parental leave or family care and medical leave began, at the level and under the conditions that would have been provided if the employee had continued to work in his or her position for the duration of the leave. Thus, the employee must continue to pay his or her share of any group health plan premiums during the leave. If an employee has other voluntary benefit plans and/or dependent medical insurance coverage, he/she also will be required to pay the regular contributions for those benefits while on leave.

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

Employees must notify the District of their request for CFRA Leave as soon as they are aware of the need for such leave. For foreseeable leave, the employee must provide 30 calendar days' advance notice to the District of the need for leave. For events that are unforeseeable 30 days in advance, the employee must notify the District as soon as is practicable and generally must comply with the District's normal call-in or notice procedures. All requests for CFRA Leave should include enough information to make the District aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the District reserves the right to delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for such leave.

Once the District is aware of the employee's need for leave, it will inform the employee whether he or she is eligible under the California Family Rights Act for either parental leave or family care and medical leave. The District may request documentation evidencing the need for such leave as permitted by law.

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

If the District employs both parents who are entitled to CFRA parental leave, [each parent is eligible for up to 12 weeks of CFRA parental leave for "baby bonding."](#) ~~The District is not required to grant leave in an amount beyond that available to one eligible parent.~~

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

4330.00 PERSONAL LEAVE OF ABSENCE

The District may grant Regular employees unpaid time off for substantial personal reasons at the sole discretion of the General Manager. A Personal Leave of Absence will not be granted unless all Annual Leave, Management Leave and Compensatory Time-Off (CTO) are exhausted. All Personal Leaves of Absence under this policy are unpaid, and reinstatement is not guaranteed, except as otherwise required by law. [No paid leave shall accrue during a personal leave of absence.](#)

4330.01 Duration

Approved leaves may be granted for a period of no less than seven (7) calendar days and no more than sixty (60) calendar days, except as may otherwise be required by law.

4330.02 Procedure

Request for a Personal Leave of Absence must be submitted in writing to the General Manager at least ten (10) calendar days prior to the Leave commencement date, except when medical conditions or emergency situations make such requirement impossible. Requests must be approved in writing by the General Manager and will be made at his/her sole discretion.

4330.03 Reinstatement

Upon return to work, an employee will be reinstated in the same job classification, or to a position of like status, pay and benefit entitlement that he/she held prior to his/her Personal Leave of Absence. Nothing contained herein, however, shall limit the District's right to reorganize, expand or curtail any service. In the event an employee's job is eliminated while he/she is on a Leave, the employee shall be entitled upon his/her return, to the same alternatives and considerations that would have been available to the employee had he/she been working at the time his/her position was abolished. An employee's failure to return from a Personal Leave of Absence by a pre-arranged written date will be considered an Absence Without Notice (see Policy 4511).

4330.04 Benefits

During the period of Personal Leave of Absence, arrangements must be made by the employee to pay applicable group health, dental, vision, life, accidental death and dismemberment, and long term disability insurance premiums which are normally paid by the District and to pay for supplemental benefits that are being paid by the employee through payroll deduction. Retirement benefits, Annual Leave, Management Leave and Sick Leave, and any other leave for which accrual is based on time worked or paid time off, will not accrue for the period of the Personal Leave of Absence regardless of the length of said Leave.

Except as otherwise required by law, when an employee returns to work from an approved Personal Leave of Absence, his/her duration of District employment (see Policy 4050) will be adjusted by the period of time absent from work while on an approved Personal Leave of Absence.

~~If an employee is dismissed from employment with the District due to his/her inability to return to work upon the end of an approved Personal Leave of Absence, said employee will be entitled to compensation for the balance, if any, of his/her Annual Leave, Management Leave and CTO.~~

4401.00 EDUCATION ASSISTANCE PROGRAM

The District encourages Regular employees to participate in educational and training activities. In addition to increasing employee job proficiency, this Education Assistance Program is intended to improve work force stability and the District's ability to attract and retain outstanding employees.

The Education Assistance Program is available to all Regular employees subject to the approval and discretion of the General Manager. The Board of Directors shall act as the approval body for programs applicable to District Officers per Board of Directors and Officers Policy 2060 and the General Manager.

Expenses advanced by the District for pre-approved educational and training functions that are not attended by the employee (except for circumstances beyond the employee's control as determined in the discretion of the General Manager) and for which a refund or credit cannot be obtained shall be reimbursed to the District by the employee within thirty (30) calendar days of the date of said function.

When required by law, amounts paid to employees under the Educational Assistance Program shall be reported by the District as income to the employee and payroll withholdings made in accordance with State and Federal law.

4401.01 Certification

Regular employees are encouraged to avail themselves of educational opportunities leading to:

- Certification as a Water System Operator and Water Treatment Operator by the State Water Resources Control Board.

4401.02 On-Duty Education

Regular employees may, with prior approval by the General Manager, attend seminars, conferences, workshops, cross-training activities or meetings that provide specific training in subjects related directly to water operations, to the employee's current position, or one he/she may reasonably aspire to.

Management will annually review and identify areas of training required to maintain technical and administrative capabilities. The District will pay fees, tuition, and approved expenses. The General Manager's approval for all requests for on-duty training must be obtained prior to attendance and/or making reservations.

4401.03 Off-Duty Education

Regular employees who desire to obtain skills and/or knowledge, on a voluntary basis, that enables them to improve their general knowledge base and prepare them for future assignments [with the District may seek approval from the General Manager pursuant to this policy.](#)

This education may occur after regular working hours at an accredited university, college, vocational trade school, or through a self-study correspondence course which leads to a certificate, license or diploma related to the general water, administrative and public service functions of the District.

Acceptable accrediting agencies are those recognized by the U.S. Department of Education, Office of Postsecondary Education (OPE), ~~or by~~ the California Bureau for Private Postsecondary Education (BPPE), [or the State of California.](#)

Under special circumstances which must be approved in advance, employees may be approved to attend classes during business hours ~~if, 1) the course is not (and will not be) available during non-business hours or through a correspondence course; 2) the course pertains to a District approved degree program; and 3) the employee arranges a flexible time schedule with his/her Department Director to make up off-duty time spent at class during normal business hours.~~

4401.04 Eligibility for Off-Duty Education Financial Assistance

Only Regular employees who are performing their jobs satisfactorily and have an employment duration with the District of more than one (1.00) year are eligible for this program.

The following off-duty education may be considered for financial assistance:

1. Degree (Associates, Bachelors, Masters, other as approved).
2. Specific courses taken for credit relating to water functions.
3. Specific courses taken for credit having a general connection to the functions or mission of the District (i.e., accounting, administrative professional-secretarial, public administration, welding, chemistry, information technology, civil engineering—, etc.) but not relating to the employee's current position.

4401.05 Conditions for Financial Assistance

The following conditions apply for receiving financial assistance from the District:

1. Every course that the employee desires to attend must be approved in advance as applicable by the General Manager (or for the General Manager's course(s), by the Board of Directors.)
2. Reimbursement to the employee upon completion of the course with a minimum final grade of a C or equivalent.
3. For good cause shown and financial need demonstrated, the General Manager may approve an advance payment to employee for use in paying tuition upon employee entering into a written agreement (attached policy 4401.A1) to repay the District within one year for any funds advanced where employee fails to complete the course with a minimum final grade of a C or equivalent. Such written agreement will include employee authorization to withhold payments of up to \$100 per pay period from employee's salary, and the balance (if any) to be deducted from employee's final paycheck upon separation, to the extent permitted by law.
4. Funds received from outside sources, such as scholarships or Veteran's Education Benefits, must be applied to the cost of the program first. Then the remaining cost will be paid by the District.
5. The contribution by the District shall be limited to \$650.00 per course including tuition, books, supplies, and other expenses, including travel. Contributions and participation in excess of \$650.00 per course by the District may be considered for approval by the General Manager (subject to budgetary approval by the Board).
6. The maximum reimbursement that may be received by an employee in one calendar year shall be \$1,950.00 based upon the date of course completion.

4420.00 EMPLOYEE EQUIPMENT

Employee tools and safety equipment shall be issued as necessary to perform the work prescribed. The specific equipment and reimbursements provided shall be determined at the discretion of the General Manager and identified in an administrative procedure modified from time to time as operational issues dictate. Failure to utilize required safety equipment in violation

of District policies or applicable state/federal requirements is prohibited and will subject an employee to disciplinary action.

Employees shall be provided with uniforms in accordance with Policy 4530.

Employees are liable for any loss or damage caused by negligence or misuse of District-provided employee equipment. Personal use of District-provided employee equipment is not permitted, [and will subject an employee to disciplinary action.](#)

4450.00 TELEPHONE CALLS

The use of District telephones (both landlines and cellular/smart phones) is intended for official District business. While it is understood that the use of District telephones for personal reasons is necessary on occasion [“as an incidental use”](#), this privilege must not be abused and time spent in making or receiving such calls shall be kept to a minimum. Employees shall not use District telephones for personal toll/long-distance calls that incur charges.

4501.00 STANDARDS OF CONDUCT

The tenure of every District employee shall be conditioned by good behavior and satisfactory work performance. The District establishes Standards of Conduct to guide employees and to assure a safe, efficient, and harmonious operation of the District. Infractions of District standards, or other actions inconsistent with the goals of the District, may lead to progressive disciplinary action under the procedures described in Human Resources Policy 4513.

Standards of Conduct for District employees are as follows:

1. Employees shall satisfactorily perform their duties.
2. Employees shall maintain satisfactory attendance and arrive to work on time, with satisfactory and appropriate justification for absences or tardiness.
3. Employees shall demonstrate respect for, and adhere to, assignments and directives issued by supervisors.
4. Employees shall properly and truthfully complete District records or other documents, including the employment application, time cards, leave requests, benefits related documents or requests, and other records of the District.
5. Employees shall not engage in physical altercations with, threats of physical harm to, and physical and/or verbal abuse of employees, customers or the public.
6. Employees shall exercise prudent care and caution in the conduct of their duties.
7. Employees shall observe safety rules, regulations, policies, practices and procedures including the wearing of safety equipment as directed.
8. Employees shall not engage in the theft or unauthorized use/removal of District property.
9. Employees shall not willfully destroy District property or property of others.

10. Employees shall not engage in unauthorized solicitation or distribution of solicitations. With the exception of District related and/or charitable activities specifically approved by the General Manager or Board of Directors, solicitation is prohibited during work time and in work areas. Distribution of unauthorized literature, posters, handbills or notices in work areas or while on working time is prohibited.
11. Employees shall not possess a lethal weapon on District property during employment.
12. Employees shall not report to work under the influence of, or engage in the possession, sale, purchase or use of alcohol, drugs or any substance which would impair their ability to work.
13. Employees shall take and subscribe any oath, affirmation or deposition as required by law in connection with District employment.
14. Employees shall not engage in activities that create a conflict of interest with their duties and responsibilities with the District.
15. Employees shall not engage in discriminatory or harassing misconduct.
16. Employees shall immediately report the loss, revocation, suspension, or restriction of a California Driver's License when such is necessary to operate District vehicles as a condition of employment.
17. Employees shall immediately report the loss, revocation, suspension, or restriction of a State Water Resources Control Board Water Distribution Operator Certificate or Water Treatment Operator Certificate when such is necessary to operate and maintain District facilities as a condition of employment.
18. Employees shall report for required medical examinations or tests or comply with a District request for a physician's statement.
19. Employee shall not engage in conduct blatantly detrimental to District property, its customers, employees and the public or engage in other practices that may be inconsistent with the mission, vision, values, commitments, image, policies, or goals of the District.
20. Employee shall comply with all directives and refrain from all prohibited actions set forth in this Human Resources Policies Manual, as it may be amended from time to time.
21. Employee shall not engage in any willful act undertaken in bad faith, either during or outside of duty hours which is of such a nature that it causes discredit to the District, the employee's department or division.
22. The conviction of either a misdemeanor or a felony involving moral turpitude shall constitute grounds for dismissal of any employee. A plea or verdict of guilty, or a conviction showing a plea of *nolo contendere* made to any offense involving moral turpitude is deemed to be a conviction within the meaning of this sub-section. A crime involving moral turpitude is defined as any intentional act of violence against another (including by not limited to attempted or actual assault, homicide, kidnapping, rape, lewd acts upon a minor), arson, fraud crimes or dishonesty.

4512.01 Purpose

All employees, applicants, volunteers, and independent contractors (“workers”) working for the District are to be treated with respect and dignity. The District is committed to providing an atmosphere free of harassment and discrimination based on such factors as race, religion, creed, national origin or ancestry, physical or mental disability, medical condition, genetic condition, pregnancy (including childbirth or related conditions), marital status, gender or gender identity/expression, sex, age, sexual orientation, family care or medical leave status, military or veteran status, or any other characteristic protected by law.

Harassment and discrimination are against the law, and they are demeaning and harmful to both the victim and the District. The District will not tolerate harassment of, or discrimination or retaliation against, its workers by directors, managers, supervisors, co-workers, or anyone conducting District business. Similarly, the District will not tolerate harassment of its workers by others with whom the District has a business, service, or professional relationship (including members of the public).

This Policy does not restrict nor inhibit any supervisor from their responsibility or in their ability to direct, critique and discipline employees in a non-discriminatory, non-retaliatory manner.

Failure to follow this Policy may result in disciplinary action, up to and including termination of employment.

4512.01 Procedures

1.0 Harassment Prohibited

Harassment includes conduct that has the purpose or effect of unreasonably interfering with an individual's work performance; creating an intimidating, hostile, threatening or offensive working environment; or adversely affecting the employee's performance, evaluation, assigned duties or any other condition of employment or career development. This Policy prohibits harassment in any form, including:

- 1.1 Verbal or Written harassment such as epithets, jokes, nicknames, derogatory comments or slurs based on any basis protected by law. By way of example, this would include inappropriate comments on appearance, including dress or physical features;
- 1.2 Physical harassment such as assault, touching, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual on the basis of any protected classification. As examples, this could be

conduct in the form of pinching, grabbing, patting, or making explicit or implied job threats or promises in return for submission to physical acts; and

1.3 Visual harassment such as derogatory posters, cartoons or drawings, gestures or leering based on one of the categories of protected status.

1.4 Sexual harassment includes, any unsolicited, offensive or unwelcome sexual advances, requests for sexual favors, and other oral or written, visual, or physical conduct of a sexual nature which occurs under any of the following circumstances:

1.4.1 Submission to such conduct is made either expressly or by implication a term or condition of an individual's employment;

1.4.2 Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the individual; or

1.4.3 Other examples of sexual harassment include unwelcome sexual flirtations or propositions; verbal abuse of a sexual nature; graphic verbal comments about an individual's body; sexually degrading words used to describe an individual; and the display or use in the work environment of sexually suggestive objects or pictures, posters, jokes, cartoons, or calendar illustrations.

1.4.4 Sexual harassment also includes gender-based harassment by a person of the same gender.

1.4.5 Prohibited sexual harassment need not be motivated by sexual desire to be unlawful or violate this Policy.

1.4.6 Electronic communications can constitute harassment. This Policy prohibits all types of conduct that fall within the definition of harassment, including e-mails and text messages.

1.4.7 Harassment involving the public includes either harassment of (a) any member of the public by any person conducting District business or otherwise representing the District, or (b) any worker in the conduct of his or her job duties by any member of the public.

2.0 Retaliation Prohibited

Retaliation against an employee for reporting violations of this Policy in good faith, or for participating in the investigation of a harassment or discrimination complaint, is strictly prohibited.

3.0 Procedures regarding all complaints of potential harassment including retaliation

3.1 Employee Responsibility

It is important that employees inform the District as soon as possible about any prohibited harassment because nothing can be done to remedy the situation if the District does not know that it exists.

3.1.1 Any individual who feels comfortable doing so should let a fellow employee know when that employee's behavior or comments are offensive or unwelcome, even if the situation does not rise to the level of a violation of this Policy. However, individuals are not required to handle these situations on their own. If an individual is not comfortable handling a situation directly with another employee, the individual should immediately report the conduct to one of the persons listed below.

3.1.2 Any individual who believes that they have been or are being harassed in violation of this Policy shall immediately report this violation to his or her supervisor, the General Manager, the District's designated Human Resources staff or any District supervisor with whom the individual feels comfortable speaking. Complaints about the General Manager should be directed to the District's General Counsel or Board President (who shall immediately notify the General Counsel to coordinate an appropriate inquiry and response).

3.1.3 Any individual who is aware or suspects that another person has been harassed in violation of this Policy shall report this violation to his or her supervisor, the General Manager or any District supervisor with whom the individual feels comfortable speaking.

3.2 Supervisor Responsibility

3.2.1 Each supervisor has the responsibility of maintaining a work environment free of harassment. This responsibility includes being available to discuss this Policy with the workers that they supervise and to assure the workers that they are not required to endure any form of prohibited harassment. If someone reports a harassment allegation to a supervisor, it is the responsibility of the supervisor to take immediate action by documenting the incident(s) and reporting the allegation of harassment to the General Manager or the designated Human Resources staff.

3.2.2 Any supervisor who fails to take appropriate action to report or address harassment, discrimination or retaliation issues can and will be disciplined by the District.

3.3 Investigation

The District will investigate all complaints of harassment in a prompt, objective, and thorough manner, including interviews of those with relevant knowledge. The District's investigation will be designed to maintain, to the extent possible, the privacy and confidentiality of all parties and witnesses involved. Complete confidentiality cannot occur, however, due to the need to investigate fully and to take effective remedial action. Whenever appropriate, the supervisor of the affected department(s) may be informed that a complaint has been filed. The General Manager is responsible for directing an

investigation into such allegations and for implementing appropriate remedial action, where warranted. The District will not disclose a completed investigation report except as it deems necessary to support disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or as otherwise required by law.

3.4 Resolution

3.4.1 After investigation, the District will communicate the confidential findings (i.e., sustained, not sustained, or inconclusive) to the complainant, the alleged harasser, and members of management with a legitimate need to know.

3.4.2 If there is a finding that harassment in violation of this Policy or applicable laws has occurred, the District will take appropriate and immediate action to end any harassment and prevent its recurrence. Where appropriate, the District may first work to resolve the matter informally. If the matter is not suitable for informal resolution, appropriate formal action will be taken pursuant to applicable policies and agreements. If formal action is required, the complainant may be required to testify at a hearing.

3.5 Discipline

Any employee found to have violated this Policy will be disciplined. Specific action taken will depend upon the specific circumstances.

4.0 Harassment Involving the Public

4.1 The District strictly prohibits harassment of any member of the public by any person conducting District business or otherwise representing the District.

4.2 Dealing with the public can be challenging and sometimes contentious. While employees are expected to interface with the public as their duties dictate, sometimes in difficult or even volatile situations, employees are not expected to endure actual harassment by members of the public. If an employee feels that he or she is being subjected to harassment by a member of the public, the employee should report such harassment to his or her supervisor (or other person listed above) for investigation and appropriate action. Employees will not be penalized for refusing to tolerate harassment from a member of the public.

5.0 Further Information

Employees are urged to contact the General Manager if they have any questions or concerns about this Policy.

In addition to this Policy, the State of California Department of Fair Employment and Housing (“DFEH”) provides additional information regarding the legal remedies and complaint process available through the government agencies. If a worker thinks he or she has been harassed, discriminated against, or that he or she has been retaliated against

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for complaining, that person may file a complaint or obtain additional information from DFEH at 1-800-884-1684 or <http://www.dfeh.ca.gov>.

~~This is to acknowledge that I have received, have read, and understand the District's Harassment and Discrimination Prevention Policy.~~

~~Date: _____ Signature: _____ Printed Name: _____~~

4513.00 DISCIPLINARY PROCEDURE FOR REGULAR EMPLOYEES

This Disciplinary Procedure Policy applies to ~~Regular employees (i.e. those who~~employees who are not "at will" and who have successfully completed the applicable probationary period.) The District has and desires a culture of coaching and training employees to address many performance and conduct concerns. However, some situations require a more formal type of corrective action where they involve: (a) repeated or more serious performance deficiencies or (b) significant misconduct. Depending upon the facts and circumstances involved in each situation, the District may choose to begin disciplinary action at any step. In general, however, discipline should follow a pattern of increasing severity as causes for discipline are more serious and persist.

4513.01 Minor Discipline

Minor discipline may be imposed without reference to the procedural requirement of Section 4513.03 of this Policy. Minor discipline includes verbal warnings, written reprimands, change in work hours, and reassignment without reduction in pay. Minor disciplinary actions may be appealed to the General Manager, whose determination shall be final.

4513.02 Major Discipline

The following disciplinary actions require compliance with the procedures of Section 4513.03 of this Policy. The following procedures may be taken by the appropriate level of management to correct misconduct or performance deficiencies of ~~Regular~~ "for cause" employees (i.e. those regular employees who are not "at-will"). Forms of major discipline are:

- A. **Suspension Without Pay:** An ordered interruption of duties for one or more days without pay. Minor suspensions of five work days or less are not subject to the pre-disciplinary procedure below in 4513.03.A and B, but are subject to the post-disciplinary appeal procedure in Section 4513.D.
- B. **Salary Reduction:** A reduction in pay from within the employee's current range to any lower salary within that range, as such range is recorded in the District's current salary schedule.
- C. **Demotion:** A reduction from a position in one classification to a position in another classification having a lower salary range affected for

disciplinary purposes. (Demotions resulting from employee's inability to perform required duties, organizational changes, or layoffs are not disciplinary.)

D. Dismissal: Discharge from District employment for disciplinary purposes. A disciplinary dismissal does not include I) layoff or similar release from employment based on a determination by the District that the needs of the District do not require continuation of the employee's position or II) release due to inability to perform all essential functions of the employee's position, with or without a reasonable accommodation; a release for either reason ~~employee's position~~ is not a disciplinary dismissal and is not subject to the procedures in Policy 4513.

4513.03 Disciplinary Procedures for Major Discipline

A. Notice of Proposed Discipline: Before imposing major discipline (other than suspensions of five work days or less), the District shall deliver to the employee a written notice of the proposed major discipline. The notice of proposed discipline shall be prepared by the Department Director. Such notice shall be personally served on the employee or sent by traceable overnight delivery service (e.g. Golden State Overnight, Federal Express, etc.) to the employee's place of residence as shown on the records of the District. The notice shall contain the following:

- 1) The type and effective date of the proposed disciplinary action.
- 2) A statement of the reasons for the proposed discipline and applicable Policies, rules, etc. The statement of reasons shall contain such specifications as to give a reasonable person a fair opportunity to understand and respond to the reasons.
- 3) If the reasons are based upon documents or materials, the notice shall include copies of the documents or materials considered or relied upon in reaching the determination of proposed discipline.
- 4) Notice of the employee's right to respond either verbally in a pre-disciplinary meeting or in writing, the date, time, place, and person to whom response may be made, and inform the employee a representative of the employee's choice may accompany the employee to the conference, should he/she choose to respond verbally. The notice should also inform the employee that failure to respond within the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.
- 5) The General Manager may, in his or her discretion, approve the temporary assignment of an employee to a status of paid administrative leave during any administrative investigation or during the disciplinary process.

B. Employee's Response ("Skelly" meeting). The employee shall have ten (10) calendar days from the date of receipt of the notice to respond to the notice by submitting a written or verbal response. A written response shall be made to the person indicated in the notice. If the employee elects to respond verbally, the meeting to respond shall be

known as the Skelly meeting. The Skelly meeting may be conducted by the Department Director or designee. In the Skelly meeting, the employee may be represented by legal counsel or other personal representative, but not by any person involved in the issues or incidents giving rise to the proposed discipline.

C. Notice of Final Disciplinary Action: After the employee has had an opportunity to respond and the pre-disciplinary (Skelly) process is complete, the Department Director or his/her representative shall notify the employee in writing of the final disciplinary action to be imposed upon the employee (if any), the reasons for the disciplinary action, the charge(s), and the effective date(s) of the disciplinary action. The notice shall also advise the employee of the right to appeal, however an appeal shall not delay or otherwise impact the effective date of the final discipline.

D. Post-Disciplinary Appeal from Major Discipline. An employee may appeal a dismissal, demotion, pay reduction, or suspension without pay by filing a written request with the General Manager within five (5) business days of the date of the Notice of Final Disciplinary Action. The appeal shall include the reasons for the appeal.

The General Manager shall set a date for an evidentiary appeal hearing (which shall be held within sixty (60) days of the request for appeal, absent unusual circumstances) and shall provide written notice of the date, time, and location of the hearing to the employee. The employee may be represented by legal counsel and/or by a representative, but not by any person involved in the issues or incidents giving rise to the disciplinary action.

In his or her discretion, the General Manager may conduct the hearing personally (with assistance of counsel) or arrange for a neutral hearing officer to conduct the hearing and then render an advisory written decision for the General Manager's consideration and decision regarding final discipline. In such case, the hearing officer may be selected by agreement among the parties or the parties may obtain a list of qualified potential hearing officers from the State Mediation and Conciliation Service and select the hearing officer by alternating strikes. The hearing officer should have experience conducting similar types of appeal [hearings](#) and will establish procedures for conducting the hearing. The cost of a hearing officer shall be shared equally by the District and an employee organization that represents the employee, if any.

At the evidentiary appeal hearing, witnesses will testify under oath, the parties have the right to introduce relevant oral and written evidence on his/her behalf, and to confront and cross-examine adverse witnesses. To the extent possible, hearings shall be informal, and the technical rules of evidence need not be followed. Any evidence upon which reasonable people may rely in the conduct of serious affairs may be admitted, at the discretion of the General Manager/hearing officer conducting the hearing. A written record of the hearing may be prepared in the discretion of the General Manager or hearing officer (if any), the cost of which shall be shared by the parties. The District and the employee shall each bear their own expenses, fees and costs. Absent good cause to the contrary (as determined by the General Manager/hearing officer), the employee's

failure to appear personally at the appeal hearing shall be deemed a withdrawal of the appeal.

If the General Manager presides personally over the hearing, then the General Manager shall render a written decision within twenty (20) business days from the date of the conclusion of the appeal hearing (or from the receipt of the written transcript and closing briefs (if any), if requested by the General Manager). If a hearing officer presides over the hearing, then the hearing officer shall render an advisory written decision in accordance with the timeline above, and the General Manager shall render a written decision regarding final discipline within ten (10) business days of receiving the hearing officer's advisory decision.

The General Manager's decision shall be the final step in the District's administrative process, subject to review as provided by law in Code of Civil Procedure sections 1094.5 and 1094.6.

If the disciplinary action is subsequently revoked or lessened, the employee is entitled to reimbursement for the interim loss of District pay, if any. Reimbursement is limited to the period of time between the effective date of disciplinary action and the date of final decision on the appeal. No reimbursement may be made for any portion of the period during which the employee was not ready, willing and able to perform the duties of his/her position.

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4514.00 GRIEVANCE PROCEDURE

The grievance procedure provides “for cause” Regular employees a means for settling disputes involving the interpretation, application or enforcement of District policies as quickly as possible, and at the lowest possible level of authority. The grievance procedure, however, is not applicable to:

- Employee discipline or employee evaluations;
- Performance improvement plans, training assignments;
- The determination of the contents of a job classification or decision to reclassify (or not to reclassify) a position;
- The determination of procedures and standards for employment and promotion; or
- Challenges to layoffs, transfers, denial of reinstatement or denial of advancement.
- Release for inability to perform essential job functions with or without a reasonable accommodation.

NOTE: complaints of harassment, discrimination or retaliation are not subject to this procedure but rather should be processed in accordance with Policy 4312.

Each step in the grievance procedure is meant to completely resolve the complaint or problem. The steps are to be taken in progressive steps; the employee moves on to the next step only if the problem has not been resolved.

4514.01 Grievance Steps

Step One: The employee filing a grievance (“the grievant”) must notify his or her Department Head in writing of a grievance within five (5) business days of the event(s) giving rise to the grievance. If the grievant is unaware of the event(s) within that time frame, then the five (5) day initial reporting period shall run from the time when the grievant learned of the event(s) or reasonably should have learned of them. The Department Director will set a meeting with the grievant and a member of the designated Human Resources staff within five (5) business days to discuss the grievance. The Department Head will issue a written determination on the grievance within five (5) business days of the meeting with the employee.

Step Two: If a satisfactory result is not reached at Step One, the grievant may appeal in writing to the General Manager. Such appeal must be submitted within five (5) business days of the Department Director’s written decision at Step One. The General Manager shall schedule a meeting with the grievant (and any others the General Manager deems appropriate to include) to discuss the grievance. After the meeting, the General Manager may, in his or her discretion, investigate the grievance further and talk with anyone involved or anyone who might contribute to the facts. The General Manager will return a written decision within ten (10) business days of the meeting with the grievant. The General Manager’s decision shall be final and binding.

4520.00 EMPLOYEE CONFLICT OF INTEREST

The District recognizes the right of employees to engage in private activities away from their employment. However, the following rules will apply to assess and prevent potential conflicts of interest from arising. Failure to adhere to the rules governing conflict of interest may lead to disciplinary action up to and including discharge from employment with the District. Designated employees may also be subject to the provisions of Policy No. 1035, Conflict of Interest.

4520.01 Interference of Adversity Prohibited

No employee shall engage in outside work that will interfere with his or her District job.

4520.02 Gratuities

No employee shall accept personal gratuities or tips offered for District services rendered to a customer or prospective customer.

4520.03 District Time, Equipment and Materials

No work not related to the business of the District shall be done during regular hours of employment and no District facilities, equipment, labor or supplies may be used to conduct such work.

Transportation in District vehicles of persons other than Directors, Officers, employees, agents of the District, or authorized guests, is prohibited [and will subject the employee to discipline.](#)

Employees should discourage personal telephone calls and visitors during work hours.

4520.04 District Liability

Employees shall not discuss opinions or comments regarding District liability in any matter with the public. Management shall be advised in all instances regarding customer relations problems that cannot be satisfactorily resolved.

4740.00 REASONABLE ACCOMMODATION

It is the policy of the District not to discriminate against any qualified person on the basis of mental or physical disability. If an employee needs a reasonable accommodation, the employee should personally notify the General Manager as soon as possible. Reasonable accommodation may include such things as modifications to the work environment, purchase of auxiliary aids, structural accessibility changes in the workplace, modified schedule, and temporary leave from work; [however, the District is not required to alter the job duties of the employee's position.](#) [While temporary light duty may be an appropriate accommodation, the District is not required to permanently alter the essential duties of the employee's position.](#)

4740.10 Interactive Process

Upon receiving a request for accommodation, the District will engage in a reasonable, interactive process with the employee to ascertain whether the employee is a qualified individual with a disability and, if so, whether any reasonable accommodations are available [to permit the employee to perform the essential job duties of employee's position.](#) (The District can also independently commence the interactive process with an employee if it acquires information to suggest that the employee needs a reasonable accommodation in the workplace). The District welcomes the employee's input in this process and will consider any and all suggestions for reasonable accommodations. The District retains the ultimate discretion to determine whether to provide [a reasonable accommodation](#) and, if so, which one to provide. In connection with a request for [a reasonable](#) accommodation, employees may be required to provide supporting medical documentation, which will be kept by the District in a confidential medical file.

4800.00 EMPLOYEE SEPARATION

4800.01 Categories of Separation

When employees leave the District, they will be assigned to the following categories of separation:

- A. Resignation: A voluntary separation, including:
- Resignation with or without notice.
 - Failure to return from a leave of absence.
 - Failure to return from a reduction-in-force upon recall.

Employees who resign are required to file a written statement of voluntary resignation with the Human Resources Specialist.

- B. Release: A separation in which the employee is removed from the payroll for non-disciplinary purposes. Releases may result from the employee:
- Not being qualified for the type of work assigned and no other work is available.
 - Due to a reduction in the District work force.
 - [Inability to perform essential job functions with or without a reasonable accommodation.](#)
 - For other reasons that are typically not the fault of the employee.
- C. Deceased: The death of an employee in active employment.
- D. Retirement: A voluntary separation which usually includes qualification for benefits under the District's retirement plan.
- E. Discharge: A separation in which the employee is dismissed and removed from the payroll for violation of District Standards of Conduct, safety regulations, or unsatisfactory job performance for which the employee is at fault.

4800.02 Notice to Employee

The District shall provide employees with written notice of separation of employment from the District.

4820.00 CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS)

4820.01 Membership

The District is a member of the Public Employees' Retirement System of the State of California (CalPERS) and membership is governed by CalPERS eligibility regulations.

4820.02 Retirement and Other Benefits for CalPERS Members

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

more information about CalPERS benefits.

4820.03 Separation of Employment

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

4820.04 Employee CalPERS Contributions

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

4280.05 District CalPERS Contributions

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

4820.06 Disability Retirement Determination-Delegation to General Manager

Under Government Code Section 21150, before an employee seeking disability retirement (including industrial disability) may have their application approved by the California Public Employees' Retirement System (CalPERS), the District Board of Directors must make determinations, based on medical evaluations (either through a Qualified Medical Examiner report, through the Workers Compensation process, or a Fitness for Duty evaluation) that the employee can no longer perform their essential job duties with or without a reasonable accommodation due to a disabling condition.

Pursuant to Government Code Section 21173, the governing body of a contracting agency may delegate the authority to make such disability determination to the General Manager. The District Board of Directors hereby delegates to the General Manager the authority to a) make applications on behalf of the District, pursuant to Government Code Section 21152 for disability retirement of any employee, and b) under Government Code Section 21156 as to whether such disability is industrial and c) to certify such determination and provide any other necessary and required information to CalPERS. In making such determinations, the General Manager shall rely upon the medical recommendations of a qualified medical examiner, treating physician or the fitness for duty evaluator.

4930.00 COMPUTER USE AND INTERNET ACCESS

4930.01 Definitions

For purposes of this policy the following definitions shall apply:

Electronic Communications shall mean and include the use of information systems in the communicating or posting of information or material by way of electronic mail (e-mail), bulletin boards, Internet, or other electronic tools.

Information Systems shall mean and include computers, network, servers and other similar devices that are administered by the District. "Networks" shall mean and include video, voice and data networks, routers and storage devices.

4930.02 District-Maintained Systems

Information systems are maintained by the District to facilitate District business. Therefore, all information sent, received, composed and/or stored on these systems is the property of the District. Access to information systems and electronic communications at the District is a privilege, not a right, and must be treated as such by all employees. All employees must act honestly and responsibly to maintain the integrity of these systems. All employees must respect the rights of all pertinent license and contractual agreements related to District information systems. All employees shall act in accordance with these responsibilities, and the relevant local, state and federal laws and regulations. Failure to so conduct oneself in compliance with this Policy may result in disciplinary action.

4930.03 Privacy Not Guaranteed

All employees should have no expectation of privacy while using the District's electronic communications and/or information systems. The District reserves the right to access, at any time; an employee's electronic mail (e-mail) messages (outgoing and incoming), databases, word-processing, spreadsheet documents and all other forms of files created or stored using the District's electronic communications and/or information systems. Therefore, an employee's outgoing e-mail message must not indicate to the recipient that his/her incoming mail will be confidential or private. The existence of a password on the system is not intended to indicate that messages will remain private, and all employees must make passwords known to the District's ~~Assistant~~ General Manager and other District employees as designated by the General Manager. Failure to notify the ~~Assistant~~ General Manager and other designated employees of passwords or password changes may result in disciplinary action.

4930.04 Misuse of Systems

Misuse of District's electronic communications and information systems is prohibited and is subject to disciplinary procedures. Misuse includes, but is not limited to, the following:

- A. Attempting to modify or remove computer equipment, software, or peripherals without proper authorization.
- B. Accessing without proper authorization computers, software, information or networks.
- C. Taking actions, without authorization, which interfere with the access of others to information systems.
- D. Circumventing log-on or other security methods.
- E. Using information for illegal or unauthorized purposes.
- F. Personal use of any District information systems or electronic communications for non-District consulting, business or employment.
- G. Sending fraudulent electronic communications.
- H. Using electronic communications to harass or threaten other users.
- I. Violating any state or federal law or regulation in connection with use of any information system.
- J. Personal use of any District system to access, download, print, store, forward, transmit or distribute obscene material.
- K. Violating any software license or copyright, including copying or redistributing copyrighted software, without the written authorization of the software owner.
- L. Reading other users' information or files without permission.
- M. Forging, fraudulently altering or falsifying, or otherwise misusing District records.
- N. Launching a computer worm, computer virus or other rogue program.
- O. Downloading or posting illegal, proprietary or damaging material to a District computer.
- P. Transporting illegal, proprietary or damaging material across a District network.

4930.05 Harassment and Discrimination

Messages on the District's voice mail and electronic mail (e-mail) systems are subject to the same policies regarding harassment and discrimination as are any other workplace communication. Offensive, harassing or discriminatory content in such messages may result in disciplinary action.

4931.00 VOICE MAIL AND ELECTRONIC MAIL

4931.01 District-Maintained Systems

Voice mail and electronic mail (e-mail) systems are maintained by the District to facilitate District business. Therefore, all messages sent, received, composed and/or stored on these systems are the property of the District.

4931.02 Voice Mail

Voice mail greetings and messages, whether on the District's office telephone system or on individually-assigned cellular telephones, are reflections of the professionalism of the District and is part of the District's service to its customers. As such, greetings and messages on voice mail shall be professional and courteous. Employees are expected to check their voice mail boxes on at least a daily basis, and change their greeting as necessary to let callers know when voice messages may not be retrieved promptly, such as when the employee is going on leave or training away from the office.

4931.03 Electronic Mail

Electronic mail, also referred to as "e-mail", should reflect careful, professional and courteous drafting, particularly since it is easily forwarded to others [and may be subject to disclosure through a Public Records Act Request](#). Be careful about attachments and broad publication of messages. Copyright laws and license agreements also apply to e-mail. Employees with assigned e-mail accounts are expected to check their e-mail on at least a daily basis, and to reply promptly to inquiries and requests received via e-mail.

4931.04 Personal Use Limitations

Voice mail and electronic mail systems are to be used by employees in conducting District business and are not for employees' personal use. The District understands that, on occasion, immediate family members may need to leave messages on the voice mail or e-mail system for an employee, and is willing to accommodate such [incidental](#) personal use to a limited degree. However, personal use of the voice mail or e-mail system that interferes with an employee's work performance or otherwise violates District policy may result in disciplinary action.

4931.05 Privacy Not Guaranteed

The District reserves the right to access an employee's voice mail (outgoing and incoming) and e-mail messages at any time. Therefore, an employee's outgoing voice mail message must not indicate to the caller that his/her incoming message will be confidential or private. The existence of a password on either system is not intended to indicate that messages will remain private, and all employees must make passwords known to the District's Assistant General Manager and other District employees as designated by the General Manager. Failure to notify the Assistant General Manager of passwords or password changes may result in disciplinary action.

4931.06 Erasure Not Reliable

Employees should be aware that even when a message has been erased, it still might be possible to retrieve it from a backup system. Therefore, employees should not rely on the erasure of messages to assume a message has been removed.

4931.07 Message Access

Messages on the voice mail and e-mail systems are to be accessed by the intended recipient and by others at the direct request of the intended recipient. However, the

District reserves the right to access any and all messages on both systems at any time. Any attempt to block District access to messages, or to gain unauthorized access to messages on either system, may result in disciplinary action.

4931.08 Harassment and Discrimination

Messages on the District's voice mail and e-mail systems are subject to the same policies regarding harassment and discrimination as are any other workplace communication. Offensive, harassing or discriminatory content in such messages may result in disciplinary action.

4932.00 MOBILE DEVICES

Mobile devices, including but not limited to; cellular telephones, smartphones, or laptop/tablet computers, are important tools for the District. However, mobile devices also represent a significant risk to data security as, if the appropriate security applications and procedures are not applied, they can be a channel for unauthorized access to the District's data and Information Technology infrastructure. This can subsequently lead to data leakage and system infection. The District has a requirement to protect its information assets in order to safeguard its customers, property and reputation. This policy outlines a set of practices and requirements for the safe use of mobile devices and applications.

4932.01 Issuance of District Mobile Devices

District mobile devices will be issued to District employees as determined by the General Manager or his/her designee to facilitate the conduct of District business. Employees that are issued District mobile devices are responsible for care of the device and keeping it secure from theft or loss. Loss of, or damage to, a District mobile device shall be reported immediately to the General Manager or his/her designee. Employees may be liable for reimbursement for equipment issued to them that is lost or damaged. Issued equipment shall remain the sole property of the District and shall be subject to inspection and/or monitoring (including related records, phone logs, text messages, and internet usage logs) at any time. Employees in possession of District equipment are expected to protect the equipment from loss, damage, or theft. Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the equipment for return or inspection. Employees unable to present the device in good working condition within the time period requested (for example, 24 hours) may be expected to bear the cost of a replacement.

Exempt employees, including Department Managers and Supervisors, may have the opportunity to use their personal devices for work purposes when authorized by the employee and the District. If the exempt employee chooses to use his/her District

sanctioned personal cellular telephone he/she will receive a stipend amount as listed in District Policy 4101.A2 Other Compensation.

4932.02 Use of District Mobile Devices

The use of District mobile devices is intended for official District business. While it is understood that the use of District mobile devices for personal reasons is necessary on occasion, this privilege must not be abused and time spent in making or receiving such calls shall be kept to a minimum. Personal use of a District mobile devices that interferes with an employee's work performance or otherwise violates District policy may result in disciplinary action. Personal toll/long-distance calls or personal use of other services that result in additional charges shall be reported to the [Assistant](#) General Manager or his or her designee in writing. Personal use charges shall be reimbursed to the District by the employee that incurred the charges within 20 calendar days of presentation of the receipt that contains the personal use charges.

4932.03 Mobile Device Usage While Driving or Operating Equipment

The use of mobile devices, both those issued by the District and personal mobile devices, while driving or operating motorized equipment on District business and/or District time is considered a dangerous distraction and is prohibited. Calls may be answered by passengers; and if a discussion is necessitated between the driver and caller, the driver must pull over to a safe area off the road to take part in the discussion. If driving alone, the driver may pull over to a safe area off the road to respond to the call or message. Under no circumstances may a driver initiate a cellular phone call while driving a vehicle or operating motorized equipment during the course of business or on District time. An exception may be made if the driver has or vehicle is equipped with a Bluetooth or hands free device.

4932.04 Privacy Not Guaranteed

The District reserves the right to access an employee's cellular telephone voice mail (outgoing and incoming) messages at any time. Therefore, an employee's outgoing voice mail message must not indicate to the caller that his/her incoming message will be confidential or private. The existence of a password on the cellular telephone voice mail system is not intended to indicate that messages will remain private, and all employees must make passwords known to the District's [Assistant](#) General Manager and other District employees as designated by the General Manager. Failure to notify the [Assistant](#) General Manager, [or designee](#) of passwords or password changes may result in disciplinary action.

4932.05 Message Access

Messages on the voice mail and e-mail systems are to be accessed by the intended recipient and by others at the direct request of the intended recipient. However, the

District reserves the right to access any and all cellular telephone voice messages at any time. Any attempt to block District access to messages may result in disciplinary action.

4932.06 Personal Cellular and/or Wireless Devices

Excessive use of cellular/wireless devices during the work day, regardless of the phone or device used can interfere with employee productivity and be distracting to others. During paid work time, employees are expected to exercise the same discretion in using personal cellular/wireless devices as is expected for the use of any District telephone or computer. Cellular phones may not be used at any work site where the operation of the phone is or may be a distraction to the public or other employees.

4940.00 REASONABLE SUSPICION ALCOHOL AND DRUG TESTING PROCEDURES

It is the policy of the District to establish and maintain a safe and healthy workplace for all District employees that is free of any adverse effects on job performance caused in any way by the use or presence of drugs or alcohol. Additionally, this policy is intended to inform employees that assistance toward rehabilitation is available if an employee needs help in overcoming addiction to, dependence upon, or problems related to the abuse of drugs or alcohol.

Involvement with drugs and alcohol, both on and off the job, takes a toll on individual job performance and employee safety. Impacts of substance abuse include higher health benefits usage and workers' compensation claims, increased safety and liability risks, and diminished productivity and quality of work. The District's goal is to prevent or reduce these and other negative effects associated with substance abuse. This policy will serve to establish prohibitions against conducting District business or representing the District while under the influence of drugs or alcohol. Violation of this policy may result in disciplinary action up to and including termination.

Definitions

- Alcohol means any alcohol or alcoholic beverage as defined in the California Business and Professional Code Sections 23003 and 23004.
- Controlled Substance means alcohol, an illegal drug ([under either California](#)) or a drug [which is defined as a controlled substance under federal law, such as cannabis](#), or an immediate precursor thereto.
- Conviction means a finding of guilt, including a plea of nolo contendere, or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal and state criminal statutes.
- Drug means any drug, including, but not limited to, an illegal drug, [a controlled substance](#) or a prescription or over-the-counter drug (legal drug) which is listed in any schedule in

Sections 11054, 11055, 11056, 11057, or 11058 of the California Health and Safety Code.

–Illegal drug means any drug or immediate precursor which is specified or referenced in any provision of the California Uniform Controlled Substance Act (Division 10 of the Health and Safety Code) which may subject an individual to criminal penalties, or a legal drug which has not been obtained legally, is being used by an individual for whom it was not prescribed, or is not being used in a manner, combination, or quantity for which it was manufactured, prescribed, or intended.

–Legal drug means any over-the-counter or prescription drug which has been obtained legally and is being used in a manner, combination, and quantity for which it was manufactured, prescribed, or intended.

- Drug-Free Workplace means a site for the performance of work in which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- District Business means duties that are performed by an employee for the District, whether on or off District premises, including, but not limited to, events at which an employee represents the District in his/her official capacity and occasions when an employee uses property such as a vehicle owned by the District.
- Substance Abuse means the improper use of controlled substances or any other substance (including legal drugs) that impairs an employee's ability to safely and effectively perform the functions of a particular job.
- Under the Influence means an employee has a measurable amount of a controlled substance in his/her body or is exhibiting negative symptoms of use of a controlled substance or legal drug.

It is the policy of the District that:

- An employee performing District business shall not be under the influence of a controlled substance, or under the influence of a legal drug which interferes with the employee's ability to safely and effectively perform his/her duties.
- An employee's job performance or safety shall not be jeopardized in any way because another employee is conducting District business under the influence of a controlled substance.
- An employee shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- An employee shall not possess or consume an open container of alcohol or an illegal drug on District premises.

- An employee shall not allow an open container of alcohol or an illegal drug to be placed or carried in an District vehicle or in any vehicle over which an employee has control while conducting District business.
 - An employee shall not sell, offer, or provide an illegal drug to another person while conducting District business.
 - District prohibits the consumption of alcohol by employees while conducting District business, whether or not such consumption will cause the employee to be considered under the influence of alcohol. Employees representing District at social events or industry events are not prohibited from limited appropriate consumption of alcohol at those events.
 - An employee shall not test positive for a controlled substance.
- A. Application. This section applies to all District employees. Any District employees who fall within mandatory random testing requirements of the Department of Transportation regulations will also be subject to random testing as required by law and other District Policy.
- B. Notice. All employees subject to testing for controlled substances and alcohol shall be individually notified, in advance and in writing, that they are subject to reasonable suspicion and/or post-accident testing while on duty.
- C. Reasonable Suspicion Testing.
1. A reasonable suspicion test must be based upon specific, contemporaneous, articulated observations concerning the appearance, behavior, speech, or body odors of the employee, or in the event an accident occurs while an employee is driving a District vehicle, where there is reasonable suspicion that the driver of the vehicle may be under the influence of alcohol or other drugs. The observations must be made immediately prior to the determination that reasonable suspicion testing is warranted.
 2. The observations must be made by a supervisor and District official who has received at least one hour training in identifying indicators of probable alcohol misuse plus at least one hour training in identifying indicators of probable controlled substance use.
 3. Reasonable suspicion observations must be contemporaneous, i.e., they must be made just before, during, or just after the employee's performance of job-related duties.
 4. Employees for whom a reasonable suspicion determination has been made will be placed on paid administrative leave pending test results.
 5. Tests based on reasonable suspicion of alcohol misuse shall be promptly administered. If the test is not given within two hours following the reasonable suspicion determination, the employer shall prepare and maintain on file a statement of the reasons the test was not promptly administered. No test based on reasonable suspicion of alcohol misuse will be given that is not within eight hours of the reasonable suspicion determination.
 6. A written record of the reasonable suspicion observations, dated and signed by all employees making the observations, must be made within 24 hours or before the results of the test are released, whichever is earlier. A copy of this record will be given to the employee when the results of the test are released.

7. The supervisor and District official who are making the reasonable suspicion observations shall not conduct the test or participate in the collection or chain of custody of any specimen for testing.

8. Testing shall occur at a testing facility or laboratory that is Department of Health and Human Services certified, and comply with all laboratory analysis procedures and quality control measures set forth in the regulations applicable to DOT random testing. See 49 C.F.R., part 40.

D. Miscellaneous.

1. A refusal to test shall be deemed a positive test. "Refusal" includes but is not limited to

- Refusal to provide a urine sample
- Inability to provide a urine sample without a valid medical explanation
- Refusal to complete and sign the testing consent form or otherwise act to interfere with the testing or prevent completion of the test

- Tampering with or attempting to adulterate the collection specimen or procedure

- Leaving the scene of an accident without obtaining permission from a supervisor, manager, or department director prior to the supervisor, manager, or department director making a determination whether to send the employee for post-accident testing.

2. Employees will not be docked pay nor will their leave be charged for time required to take the tests specified in this article. The employer will pay for the initial test. In the case of post-accident testing, the employee will be compensated at the appropriate rate of pay for the length of time required to complete the testing process.

3. The employee shall pay for all confirmatory testing of a split sample. In the event that the confirmatory test is negative, the employee will be reimbursed the cost of the test. The employee has the following options for payment for this test: 1) Remit payment to the District, or 2) Request a payroll deduction.

4. The District will treat all test results as confidential medical records and recognize that these records may need to be released in the course of legal proceedings.

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ATTACHMENT 4001.A1 MANAGER/SUPERVISOR EMPLOYMENT AGREEMENT NEW HIRE

CITRUS HEIGHTS WATER DISTRICT

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

This Employment Agreement effective _____, 20 pursuant to final execution by all parties, is between the Citrus Heights Water District, a public agency (“the DISTRICT”), and

_____, an individual (“EMPLOYEE”), and is intended to establish compensation, benefits, and terms and conditions of employment for [JOB TITLE]. The General Manager has the authority to employ and terminate the employment of EMPLOYEE. EMPLOYEE acknowledges that as an Executive, Manager, or Supervisor, EMPLOYEE is exempt from the Fair Labor Standards Act (FLSA). EMPLOYEE further agrees that EMPLOYEE is an at-will employee, serves at the pleasure of the General Manager, and EMPLOYEE can be terminated from employment with the DISTRICT with or without notice or cause, and with no rights of appeal. This Employment Agreement supersedes any and all written and verbal employment terms and conditions between the DISTRICT and EMPLOYEE commencing upon the effective date of EMPLOYEE's appointment to the position of [JOB TITLE].

RECITALS

WHEREAS, the DISTRICT desires to retain the service of EMPLOYEE as [JOB TITLE] [TITLE] of the DISTRICT, and EMPLOYEE consents to provide said services, subject to the terms and conditions of this Employment Agreement; and

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

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

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

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

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

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

1. TERM. The term of this Employment Agreement shall commence on upon being executed by EMPLOYEE and approved and executed by the General Manager. The term of employment is unspecified. This Employment Agreement shall remain in effect until such time as the employment is concluded by either party in accordance with the provisions of Section 5 of this Employment Agreement.

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

3. DUTIES AND RESPONSIBILITIES.

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

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

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

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

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

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

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

(f) Performance Evaluation. The General Manager shall provide EMPLOYEE with an evaluation of his/her performance annually or more frequently at the sole discretion of the General Manager. This evaluation shall detail EMPLOYEE's accomplishments and highlight areas for improvement, if any, from the last performance evaluation.

(i) Annual Written Goals and Policy Objectives. On or about the anniversary date of this Employment Agreement or on a schedule otherwise determined by the General Manager, the General Manager shall provide EMPLOYEE with a written summary of the goals he/she is to accomplish in the following calendar year and/or otherwise specified period of time. This written summary shall prioritize the goals to be accomplished and shall further state that such goals and policy objectives are to be completed within an expressed time period unless otherwise stated by the General Manager.

(ii) **Rewards and Recognition.** At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

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

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

(a) **Salary.** During the term of this Employment Agreement, EMPLOYEE will be paid the salary as specified in Exhibit B to this Employment Agreement. ~~In recognition of the covenants contained herein, EMPLOYEE's salary will be increased by three percent (3%) over EMPLOYEE's current salary as of the final execution of this Employment Agreement. This three percent (3%) increase shall apply to EMPLOYEE's position or salary range. If such an increase causes EMPLOYEE's salary to exceed the maximum of the salary range for the position, for purposes of this Employment Agreement only, the maximum of said salary range shall be increased to equate to the new salary.~~ EMPLOYEE may receive salary merit increases at the discretion of the General Manager; however EMPLOYEE shall not be entitled to receive any merit increases during the term of this Employment Agreement if such an increase causes EMPLOYEE's compensation to exceed the maximum of the salary range for the position. EMPLOYEE's salary shall be paid pursuant to regularly established procedures, and as they may be amended by the DISTRICT at its sole discretion. EMPLOYEE's salary will be subject to modification by: (1) the same cost-of-living increase (COLA), if any, as approved by the DISTRICT for all DISTRICT employees; by (2) the amount of any salary merit increase, which may or may not coincide with a Performance Evaluation for [JOB TITLE]; by (3) an amount determined pursuant to a total compensation survey of similar positions; (4) an amount equal to the EMPLOYEE's mandated member contribution to CalPERS, currently set at seven percent (7%) of the EMPLOYEE's salary or gross wages; or by (5) any other means as determined at the sole discretion of the DISTRICT and approved in open session at a regular public meeting of the Board of Directors.

(b) **Rewards and Recognition.** At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

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

(d) **Cellular Telephone.** EMPLOYEE shall receive a DISTRICT provided cellular telephone for the DISTRICT's business. The EMPLOYEE's use of, cost to and compensation for a DISTRICT cell phone, if any, are subject to the terms of DISTRICT Policy.

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

(f) **Professional Activity and Development.** The DISTRICT desires EMPLOYEE to be reasonably active in national, statewide, regional and professional organizations that will contribute to EMPLOYEE's professional development and standing and that will contribute to the advancement of the DISTRICT's interests and standing. Toward that end, EMPLOYEE may, upon advance notice to and written approval by the General Manager, undertake such activities as are directly related to professional development and that advance the interests and standing of the DISTRICT. Provided however, that such activities do not in any way interfere with or adversely affect employment or the performance of his/her duties and responsibilities as provided herein. The DISTRICT agrees to reimburse EMPLOYEE's reasonable and necessary expenses for such activities, licenses, certification and/or education, upon advance notice to and written approval by the General Manager, and subject to available funds.

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

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

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

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

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

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

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

(ii) EMPLOYEE agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data) created on any medium and furnished to, obtained

by, or prepared by EMPLOYEE in the course of or incident to his employment, belongs to the DISTRICT and shall be returned promptly to the DISTRICT upon termination of employment except for copies of public records and notes which are in the personal custody of EMPLOYEE.

(iii) The representations and warranties contained in this Employment Agreement and EMPLOYEE's obligations shall survive the conclusion of employment and the expiration of this Employment Agreement.

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

(f) Severance Pay. In the event EMPLOYEE is terminated without "cause" or asked to resign without "cause" during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement as described in Exhibit C attached hereto, to pay EMPLOYEE a lump sum cash payment equal to three (3) months of Salary as severance pay at EMPLOYEE's rate of pay at the time of severance. Payments required under this provision shall be subject to, and shall be interpreted to comply with the requirements set forth in Government Code section 53260, which limits the maximum cash settlement that the Employee may receive if the contract is terminated.

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

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

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

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

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

- Exhibit A: Job Description for [JOB TITLE]
- Exhibit B: Regular Salary Compensation
- Exhibit C: Comprehensive General Release and Severance Agreement

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

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

DISTRICT's Notice Address:

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

EMPLOYEE's Notice Address:

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

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

13. CONSTRUCTION AND INTERPRETATION. The parties agree and acknowledge that this Employment Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Employment Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Employment Agreement.

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

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

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

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

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

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

1920. EXECUTION. The parties have duly executed this Employment Agreement as of the last date last written in the signature block below.

CITRUS HEIGHTS WATER DISTRICT

By: General Manager _____ Date _____

EMPLOYEE

By: _____ Date _____

Formatted: Font: (Default) Times New Roman, 12 pt

CITRUS HEIGHTS WATER DISTRICT
EXECUTIVE/ MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT
EXHIBIT A
JOB DESCRIPTION FOR [JOB TITLE]

CITRUS HEIGHTS WATER DISTRICT MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT

EXHIBIT B

REGULAR SALARY COMPENSATION FOR [JOB TITLE]

Salary:

- \$ per hour
- \$ bi-weekly
- \$ monthly
- \$ per year

The Regular Salary Range for this position is from a bi-weekly base of \$_,\$_ (\$ per hour) to a bi-weekly maximum of \$-,\$_ (\$ per hour) pursuant to the District's Salary Schedule [4101.A1 effective September 19, 2016](#).

Effective Date for Regular Salary Compensation: _____, 20

Payroll Authorization: _____

By: _____ Date

General Manager/Secretary

**CITRUS HEIGHTS WATER DISTRICT MANAGER / SUPERVISOR EMPLOYMENT
AGREEMENT**

EXHIBIT C GENERAL RELEASE POLICY

Severance Pay. In the event EMPLOYEE is terminated without "cause," as determined by the General Manager in his/her sole and unfettered discretion, or in the event EMPLOYEE is asked to resign during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Employment Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by EMPLOYEE, to pay EMPLOYEE a lump sum cash payment equal to three (3) months of Salary as severance pay. However, if EMPLOYEE is terminated because of conviction of any criminal offense or for "cause", the DISTRICT shall have no obligation to pay severance pay.

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

The Comprehensive General Release and Settlement Agreement shall be a full and complete settlement of any and all claims, complaints, actions and charges arising out of EMPLOYEE's employment with the DISTRICT and/or the termination thereof as provided for herein.

EMPLOYEE will agree that the payments constitute the entire amount of monetary consideration provided to EMPLOYEE and that he/she will not seek any further compensation for other claimed damage, costs, or attorney's fees in connection with or related to EMPLOYEE employment with the DISTRICT. By way of example and not in limitation of the foregoing, released claims shall include any claims arising under Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; the Americans with Disabilities Act; the Vietnam Era Veterans Readjustment Assistance Act of 1974; or any successor or replacement statutes; the California Family Rights Act Of 1991; the Employee Retirement Income Security Act of 1974, as amended; the Workers Adjustment And Retraining Notification Act, as amended; the Fair Labor Standards Act and similar State and federal laws; the California Wage Payment Act, as amended; California Industrial Welfare Commission Wage Orders; and the California Fair Employment and Housing Act, that provides the right to an employee to bring charges, claims, or complaints against an employer if the employee believes they have been discriminated against on a number of bases including age, ancestry, color, religious creed, denial of family and medical care leave, disability, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin, race, sex, gender, gender identity, gender expression, or sexual orientation, as well as any claims asserting wrongful termination, harassment, breach of contract, breach of the covenant of good faith and fair

dealing, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, defamation, invasion of privacy, and claims related to disability. Released Claims shall also include, but not be limited to, claims for wages or other compensation due, severance pay, rewards and recognition pay, sick leave pay, annual leave pay, management leave pay, life or health insurance, or any other EMPLOYEE benefits.

CITRUS HEIGHTS WATER DISTRICT

**DIRECTOR OF EMPLOYMENT AGREEMENT FOR
[JOB TITLE]**

This Employment Agreement effective _____, 20 pursuant to final execution by all parties, is between the Citrus Heights Water District, a public agency (“the DISTRICT”), and

_____, an individual (“EMPLOYEE”), and is intended to establish compensation, benefits, and terms and conditions of employment for [JOB TITLE]. The General Manager has the authority to employ and terminate the employment of EMPLOYEE. EMPLOYEE acknowledges that as an Executive, Manager, or Supervisor, EMPLOYEE is exempt from the Fair Labor Standards Act (FLSA). EMPLOYEE further agrees that EMPLOYEE is an at-will employee, serves at the pleasure of the General Manager, and EMPLOYEE can be terminated from employment with the DISTRICT with or without notice or cause, and with no rights of appeal. This Employment Agreement supersedes any and all written and verbal employment terms and conditions between the DISTRICT and EMPLOYEE commencing upon the effective date of EMPLOYEE's appointment to the position of [JOB TITLE].

RECITALS

WHEREAS, the DISTRICT desires to retain the service of EMPLOYEE as [JOB TITLE] TITLE] of the DISTRICT, and EMPLOYEE consents to provide said services, subject to the terms and conditions of this Employment Agreement; and

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

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

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

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

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

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

1. TERM. The term of this Employment Agreement shall commence on upon being executed by EMPLOYEE and approved and executed by the General Manager. The term of employment is unspecified. This Employment Agreement shall remain in effect until such time as the employment is concluded by either party in accordance with the provisions of Section 5 of this Employment Agreement.

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

3. DUTIES AND RESPONSIBILITIES.

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

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

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

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

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

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

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

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

(iii) Annual Written Goals and Policy Objectives. On or about the anniversary date of this Employment Agreement or on a schedule otherwise determined by the General Manager, the General Manager shall provide EMPLOYEE with a written summary of the goals he/she is to accomplish in the following calendar year and/or otherwise specified period of time. This written summary shall prioritize the goals to be accomplished and shall further state that such goals and policy objectives are to be completed within an expressed time period unless otherwise stated by the General Manager.

(iv) Rewards and Recognition. At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

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

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

(c) Salary. During the term of this Employment Agreement, EMPLOYEE will be paid the salary as specified in Exhibit B to this Employment Agreement. ~~In recognition of the covenants contained herein, EMPLOYEE's salary will be increased by three percent (3%) over EMPLOYEE's current salary as of the final execution of this Employment Agreement. This three percent (3%) increase shall apply to EMPLOYEE's position or salary range. If such an increase causes EMPLOYEE's salary to exceed the maximum of the salary range for the position, for purposes of this Employment Agreement only, the maximum of said salary range shall be increased to equate to the new salary.~~ EMPLOYEE may receive salary merit increases at the discretion of the General Manager; however EMPLOYEE shall not be entitled to receive any merit increases during the term of this Employment Agreement if such an increase causes EMPLOYEE's compensation to exceed the maximum of the salary range for the position. EMPLOYEE's salary shall be paid pursuant to regularly established procedures, and as they may be amended by the DISTRICT at its sole discretion. EMPLOYEE's salary will be subject to modification by: (1) the same cost-of-living increase (COLA), if any, as approved by the DISTRICT for all DISTRICT employees; by (2) the amount of any salary merit increase, which may or may not coincide with a Performance Evaluation for [JOB TITLE]; by (3) an amount determined pursuant to a total compensation survey of similar positions; (4) an amount equal to the EMPLOYEE's mandated member contribution to CalPERS, currently set at seven percent

(7%) of the EMPLOYEE's salary or gross wages; or by (5) any other means as determined at the sole discretion of the DISTRICT and approved in open session at a regular public meeting of the Board of Directors.

(d) Rewards and Recognition. At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

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

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

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

(f) Professional Activity and Development. The DISTRICT desires EMPLOYEE to be reasonably active in national, statewide, regional and professional organizations that will contribute to EMPLOYEE's professional development and standing and that will contribute to the advancement of the DISTRICT's interests and standing. Toward that end, EMPLOYEE may, upon advance notice to and written approval by the General Manager, undertake such activities as are directly related to professional development and that advance the interests and standing of the DISTRICT. Provided however, that such activities do not in any way interfere with or adversely affect employment or the performance of his/her duties and responsibilities as provided herein. The DISTRICT agrees to reimburse EMPLOYEE's reasonable and necessary expenses for such activities, licenses, certification and/or education, upon advance notice to and written approval by the General Manager, and subject to available funds.

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

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

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

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

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

(e) Obligations at the Conclusion of Employment.

(v) The DISTRICT shall pay EMPLOYEE all compensation due and owing through the last day actually worked, including an amount equal to the regular salary, and cash value of accrued leave balances EMPLOYEE would have earned and accrued as provided by then current DISTRICT policies, or as required by State or Federal law, through the balance of the above notice period, or through the remaining balance of the Employment Agreement if one is stated, whichever is less; the District shall pay EMPLOYEE all compensation then due and owing; thereafter, all of the DISTRICT's obligations under this Employment Agreement shall cease unless otherwise stated.

(vi) EMPLOYEE agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data) created on any medium and furnished to, obtained by, or prepared by EMPLOYEE in the course of or incident to his employment, belongs to the DISTRICT and shall be returned promptly to the DISTRICT upon termination of employment except for copies of public records and notes which are in the personal custody of EMPLOYEE.

(vii) The representations and warranties contained in this Employment Agreement and EMPLOYEE's obligations shall survive the conclusion of employment and the expiration of this Employment Agreement.

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

(f) Severance Pay. In the event EMPLOYEE is terminated without "cause" or asked to resign without "cause" during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement as described in Exhibit C attached hereto, to pay EMPLOYEE a lump sum cash payment equal to six (6) months of Salary as severance pay at EMPLOYEE's rate of pay at the time of severance. Payments required under this provision shall be subject to, and shall be interpreted to comply with the requirements set forth in Government Code section 53260, which limits the maximum cash settlement that the Employee may receive if the contract is terminated.

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

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

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

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

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

- Exhibit A: Job Description for [JOB TITLE]
- Exhibit B: Regular Salary Compensation
- Exhibit C: Comprehensive General Release and Severance Agreement

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

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

DISTRICT's Notice Address:
6230 Sylvan Road
Citrus Heights, California 95610-5615 Fax: (916) 725-0345

EMPLOYEE's Notice Address:

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

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

13. CONSTRUCTION AND INTERPRETATION. The parties agree and acknowledge that this Employment Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Employment Agreement. Consequently,

the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Employment Agreement.

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

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

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

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

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

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

1920. EXECUTION. The parties have duly executed this Employment Agreement as of the last date last written in the signature block below.

**CITRUS HEIGHTS WATER DISTRICT DIRECTOR OF _EMPLOYMENT
AGREEMENT
EXHIBIT A
JOB DESCRIPTION FOR [JOB TITLE]**

CITRUS HEIGHTS WATER DISTRICT DIRECTOR OF _____ EMPLOYMENT
AGREEMENT

EXHIBIT B

REGULAR SALARY COMPENSATION FOR [JOB TITLE]

Salary:

\$ _____ per hour
\$ _____ bi-weekly
\$ _____ monthly
\$ _____ per year

The Regular Salary Range for this position is from a bi-weekly base of \$____ (\$ _____ per hour) to a bi-weekly maximum of \$____ (\$ _____ per hour) pursuant to the District's Salary Schedule [4101.A1 effective September 19, 2016](#).

Effective Date for Regular Salary Compensation: _____, 20____

Payroll Authorization: By: _____

General Manager/Secretary

Date

**CITRUS HEIGHTS WATER DISTRICT DIRECTOR OF EMPLOYMENT
AGREEMENT**

EXHIBIT C

GENERAL RELEASE POLICY

Severance Pay. In the event EMPLOYEE is terminated without "cause," as determined by the General Manager in his/her sole and unfettered discretion, or in the event EMPLOYEE is asked to resign during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Employment Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by EMPLOYEE, to pay EMPLOYEE a lump sum cash payment equal to six (6) months of Salary as severance pay. However, if EMPLOYEE is terminated because of conviction of any criminal offense or for "cause", the DISTRICT shall have no obligation to pay severance pay.

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

The Comprehensive General Release and Settlement Agreement shall be a full and complete settlement of any and all claims, complaints, actions and charges arising out of EMPLOYEE's employment with the DISTRICT and/or the termination thereof as provided for herein.

EMPLOYEE will agree that the payments constitute the entire amount of monetary consideration provided to EMPLOYEE and that he/she will not seek any further compensation for other claimed damage, costs, or attorney's fees in connection with or related to EMPLOYEE employment with the DISTRICT. By way of example and not in limitation of the foregoing, released claims shall include any claims arising under Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; the Americans with Disabilities Act; the Vietnam Era Veterans Readjustment Assistance Act of 1974; or any successor or replacement statutes; the California Family Rights Act Of 1991; the Employee Retirement Income Security Act of 1974, as amended; the Workers Adjustment And Retraining Notification Act, as amended; the Fair Labor Standards Act and similar State and federal laws; the California Wage Payment Act, as amended; California Industrial Welfare Commission Wage Orders; and the California Fair Employment and Housing Act, that provides the right to an employee to bring charges, claims, or complaints against an employer if the employee believes they have been discriminated against on a number of bases including age, ancestry, color, religious creed, denial of family and medical care leave, disability, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin, race, sex, gender, gender identity, gender expression, or sexual orientation, as well as any claims asserting wrongful

termination, harassment, breach of contract, breach of the covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, defamation, invasion of privacy, and claims related to disability. Released Claims shall also include, but not be limited to, claims for wages or other compensation due, severance pay, rewards and recognition pay, sick leave pay, annual leave pay, management leave pay, life or health insurance, or any other EMPLOYEE benefits.

Attachment 4101.A1 SALARY SCHEDULE ADOPTED- EFFECTIVE MARCH 17, 2021

HOURLY AND MONTHLY* SALARY RANGE

JOB TITLE / JOB CLASS	2021 Base Hourly	2021 Base Monthly	2021 Maximum Hourly	2021 Maximum Monthly
<u>Organizational Leadership</u>				
General Manager (E)	83.52	14,477.59	112.76	19,545.69
Assistant General Manager (E)	69.94	12,123.79	94.43	16,367.88
<u>Accounting Series</u>				
Director of Finance/ Director of Finance and Administrative Services/ Director of Administrative Services (E)	63.59	11,021.28	85.85	14,880.06
Accounting Manager /Principal Accountant (E)	46.58	8,074.26	62.88	10,899.20
Senior Accountant (E)	39.86	6,908.80	53.81	9,325.55
Accountant	36.24	6,281.25	48.91	8,478.64
<u>Customer Service Series</u>				
Senior Customer Services Specialist	34.65	6,006.57	46.79	8,110.50
Customer Service Specialist	31.32	5,428.62	42.29	7,330.35
Customer Service Technician	25.89	4,486.34	34.95	6,058.07
<u>Engineering Technical Series</u>				
Project Manager (E)	53.90	9,342.45	72.76	12,612.58
Engineering Supervisor/Principal GIS Specialist (E)	41.98	7,276.35	56.67	9,822.98
Engineering/GIS Specialist	36.51	6,327.89	49.29	8,543.37
Engineering/GIS Technician	33.18	5,751.97	44.80	7,765.88
Engineering Aide	28.85	5,001.48	38.97	6,754.43

HOURLY AND MONTHLY* SALARY RANGE

JOB TITLE / JOB CLASS	2021 Base Hourly	2021 Base Monthly	2021 Maximum Hourly	2021 Maximum Monthly
<u>Construction Inspection Series</u>				
Construction Inspection Supervisor/Principal Construction Inspector (E)	40.83	7,076.66	55.12	9,554.44
Senior Construction Inspector	35.50	6,153.45	47.93	8,306.96
Construction Inspector	32.28	5,594.57	43.58	7,553.52
<u>Engineering Series</u>				
Director of Engineering /District Engineer (E)	69.94	12,123.79	94.43	16,367.88
Principal Civil Engineer (E)	63.59	11,021.28	85.85	14,880.06
Senior Civil Engineer (E)	57.81	10,021.77	78.04	13,527.67
Associate Civil Engineer (E)	52.56	9,110.00	70.95	12,297.36
Assistant Civil Engineer	45.71	7,921.67	61.71	10,695.10
Assistant Engineer	36.51	6,327.03	49.35	8,554.93
<u>Information Technology (IT) Series</u>				
Information Technology Manager (E)	49.86	8,642.68	67.31	11,667.91
Principal Information Technology Analyst (E)	45.33	7,856.81	61.19	10,605.45
Senior Information Technology Analyst	41.20	7,141.51	55.63	9,642.19
Information Technology Analyst	37.46	6,492.98	50.70	8,787.65
Information Technology Technician	31.22	5,411.45	42.15	7,305.55

HOURLY AND MONTHLY* SALARY RANGE

JOB TITLE / JOB CLASS	2021 Base Hourly	2021 Base Monthly	2021 Maximum Hourly	2021 Maximum Monthly
<u>Management Services (MS)</u>				
<u>Series</u>				
Administrative Services Manager/ Principal Management Analyst /Chief Board Clerk (E)	47.13	8,169.02	63.64	11,030.61
Senior Management Analyst (E)	40.98	7,103.57	55.34	9,592.61
Management Analyst	37.25	6,457.47	50.31	8,719.74
Management Technician	33.88	5,872.55	45.73	7,926.06
<u>Communications & Public Engagement Series</u>				
Communications & Public Engagement Manager /Principal Communications & Public Engagement Analyst (E)	47.13	8,169.02	63.64	11,030.61
Senior Communications & Public Engagement Analyst (E)	40.98	7,103.57	55.34	9,592.61
Communications and Public Engagement Analyst	37.25	6,457.47	50.31	8,719.74
Communications & Public Engagement Technician	33.88	5,872.55	45.73	7,926.06
<u>Water Distribution Series</u>				
Director of Operations (E)	63.59	11,021.28	85.85	14,880.06
Water Distribution Supervisor (E)	48.23	8,360.37	65.11	11,286.41
Assistant Water Distribution Supervisor	41.23	7,147.23	55.66	9,647.91

HOURLY AND MONTHLY* SALARY RANGE

JOB TITLE / JOB CLASS	2021 Base Hourly	2021 Base Monthly	2021 Maximum Hourly	2021 Maximum Monthly
Water Distribution Lead Worker/Operator	35.86	6,216.39	48.40	8,388.99
Water Distribution Operator II	32.59	5,649.88	44.00	7,627.92
Water Distribution Operator I	29.63	5,136.78	40.01	6,933.60
Water Distribution Worker	21.39	3,708.09	28.87	5,003.25
<u>Operations Specialist Series</u>				
Principal Operations Specialist	48.23	8,360.37	65.11	11,286.41
Senior Operations Specialist	43.84	7,599.30	59.18	10,258.29
Operations Specialist	37.65	6,525.41	50.81	8,808.62
Operations Technician	34.22	5,932.19	46.20	8,009.40
<u>Water Efficiency Series</u>				
Water Efficiency Supervisor (E)	37.77	6,548.29	50.99	8,839.15
Senior Water Efficiency Specialist	32.85	5,693.75	44.35	7,687.05
Water Efficiency Specialist	29.85	5,174.93	40.32	6,988.92
Water Efficiency Technician	27.15	4,705.69	36.64	6,351.82
<u>Water Resources Series</u>				
Water Resources Supervisor/Chief Operator (E)	48.23	8,360.37	65.11	11,286.41
Water Resources Specialist	34.27	5,941.72	46.28	8,020.85
Water Resources Technician	31.16	5,401.91	42.06	7,290.29
<u>Miscellaneous Series</u>				
Intern	12.39	2,147.79	24.77	4,293.68

(E) = Exempt

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

ATTACHMENT 3

Clean Copy of Human Resources Policies

CITRUS HEIGHTS WATER DISTRICT
HUMAN RESOURCES POLICIES MANUAL

(Please note this attachment only includes policies that have been updated for Board Consideration)

4001.00 EMPLOYMENT STATUS DEFINITIONS

4001.01 Regular Employees

Employees holding a regularly-authorized District position who have completed any applicable probationary period. Regular employees may be full-time (budgeted to work 2,080 hours in a year) or part-time (budgeted to work at least 1,040 hours but less than 2,080 in a year). At the discretion of the General Manager, employment as a Regular Employee may or may not be subject to an Employment Agreement. If subject to an Employment Agreement, the nature, duration and conditions of employment will be established in writing at the onset of employment. Regular employees may be Fair Labor Standards Act (FLSA) exempt (paid on a salaried basis and not eligible for overtime compensation) or non-exempt (paid on an hourly basis and eligible for overtime compensation). Unless otherwise designated as “at will” at the time of appointment or in an applicable Employment Agreement, a regular employee may only be terminated or disciplined for cause.

4001.02 Temporary Employees

Employees hired to work fewer than 1,040 hours in a year or employees, often recruited and placed through a temporary agency, who work on a temporary basis for the District. The nature, duration, and conditions of employment will be established in writing at the onset of employment. Temporary Employees will not be eligible for benefits that accrue to Regular Employees, including vacation time, sick leave, or holidays except as required by law. Compensation shall be on an hourly basis.

4001.03 Special Employment Categories

Employees hired for a special purpose or duration to meet a particular District need are “special employees” and may include: (a) provisional employees – those who meet the minimum qualifications for a regular position and who are appointed on an interim basis of at least two weeks’ duration to fill a vacancy until such position is filled; (b) specially-funded employees – those working in a full- or part-time capacity but in a limited term position funded by special, non-District revenues, or (c) interim employees—those existing employees who accept an interim promotional opportunity for a limited period of time, as specified in an employment agreement. “Interim employees” may be promoted into the regular position at the discretion of the General Manager upon completion of the applicable probationary period. Special employees are not eligible for benefits that accrue to regular employees except as required by law or as otherwise specified in writing at the time of appointment to a special employment category.

4001.04 Non-Employee Services

The District may occasionally obtain services from external sources that are true independent contractors (e.g. law firms, engineering firms, environmental consulting firms, and the like.) Such arrangements will be made in writing and must be executed by the Board of Directors or the General Manager (or designee).

4001.06 Rehired Employees

Employees rehired after leaving employment with the District may be subject to employment at the discretion of the District. The nature, duration and conditions of employment will be established in writing at the onset of employment.

The ability to rehire California Public Employees' Retirement System (CalPERS) retirees is subject to the restrictions and guidelines set forth by the Public Employee's Retirement Law (PERL).

When an employee is rehired, his/her duration of District employment (see Policy 4050) shall not include any period of time while not a District employee (e.g. gaps in District Employment).

4001.20 Employment Agreements

The District will enter into an Employment Agreement with the General Manager (who is a direct report to the District Board, and such agreement will be approved and executed by the District Board and the General Manager employee. The District may also, at the discretion of the General Manager, employ persons who report to the General Manager to work for the District under a written Employment Agreement, which shall be signed by the General Manager and by the employee. The Employment Agreement shall specify the terms and conditions of the relationship between the District and the employee, and may include terms and conditions of employment that differ from those of other District employees.

4001.30 General Manager

The General Manager is the head of the District's personnel system and all operational departments. Where the term "General Manager" is used throughout the Human Resources policies in the District's Policies and Procedures manuals, as well as accompanying Administrative Procedures, the term shall mean the General Manager or designee(s).

4005.00 PROBATIONARY PERIOD DEFINED

A working test period of 12 months during which an employee is required to demonstrate his/her fitness for the duties to which he/she is appointed by actual performance of the duties of the position.

4005.01 Objective of Probationary Period/Positions Covered

The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to his/her position. All employees appointed to District positions that are not "at will" positions must successfully complete a probationary period.

4005.02 Probationary Periods/Appointments to Positions

All original employee appointments shall be subject to a probationary period of no less than twelve months of actual service, and may be extended an additional 90 days at the discretion of the General Manager. All promotional or lateral appointments shall be subject to a probationary period of six months, which may be extended an additional six months at the discretion of the General Manager. If a probationary employee's probationary period is extended, the employee shall be given written notice of the extension prior to the expiration of the probationary period.

4005.03 Extension of Probationary Period For Absences From Work

Absences from work for ten (10) or more work days during the probationary period, regardless of the reason or cause for the absence, shall automatically, and without further notice provided to the employee, cause the probationary period to be extended by the total number of calendar days of the absence. Approved vacation leave absences will not be considered for purposes of this section.

4005.04 Rejection from Probation

During the probationary period, an employee's District employment in that position is "at will," and he or she may be rejected at any time without cause and without the right of appeal. The probationary employee who is rejected will be notified in writing that he or she has not successfully completed the probationary period. If the rejection occurs during the original probationary period, the employee shall be discharged from employment. An employee who has previously completed an original probationary period, and who is rejected during a promotional or lateral probationary period, shall be reinstated to the

employee's immediately former position unless he/she is rejected for a reason which would have constituted cause for the employee's discharge from the former position.

4005.05 Rejection of Probationary Employee

During a probationary period an employee may be rejected by the General Manager (or designee) at any time, with or without cause, and without the right of administrative appeal except as required by law.

4040.00 PERSONNEL RECORDS AND PRIVACY

With regard to the collection, storage, dissemination and administration of information pertaining to employees, it is the District's policy to collect only information which the District needs to carry out valid responsibilities or that are otherwise required by law.

Access to personnel files is restricted to authorized employees of the District on a "need to know" basis and is typically restricted to the General Manager and designees regularly assigned to carry out various personnel duties and functions. Other employees may be granted access to personnel file materials at the direction of the General Manager in order to carry out specific authorized personnel functions and activities.

4040.10 Requests for Employee Information or Employment References

All requests for employee information shall be governed by applicable state or federal laws and shall be referred to the General Manager for handling.

Dates of employment (hire and/or rehire) and current job title of an employee and salary may be released to a third party without a signed request or signed consent of the employee. Release of other information requires a signed request, specifying the information desired, the party or parties to whom it may be released, and the signed consent of the employee. Other releases of personnel information will be made as required by law.

Except for authorized disclosure of information by the General Manager, neither District Board members nor District employees shall provide employment references on former employees or current employees without the employee's execution of a written District waiver and release.

4040.20 Review and Duplication of Personnel Records and Medical Records

In accordance with applicable provisions of law, employees may review the non-confidential portions of their own personnel records file upon reasonable notice to the General Manager at a mutually agreed-upon time. One copy of the documents from the employee's personnel records file and medical records file can be made for the employee

for their own records at District expense. Generally applicable copying charges will apply to any additional copies requested.

4102.00 SALARY COST OF LIVING ADJUSTMENTS (COLA)

The Cost of Living Adjustment (COLA) is reviewed on an annual basis by the General Manager. Any recommendations for COLA adjustments are then submitted to the District's Board of Directors for review and potential final approval, subject to its assessment of the District's then-current financial circumstances.

The Consumer Price Index for All Urban West Consumers (CPI-U) is to be used as a guideline. The current salary schedule will typically be reviewed in December and the salary ranges amended by a COLA as necessary, effective January 1 of each year to reflect the CPI-U percentage change for all urban west consumers averaged over the first six months (January through June) of the year. Cost of Living Adjustments are to be applied regardless of position within a salary range.

Unless otherwise directed by the Board of Directors, individual employee salaries shall increase by the same percentage amount as the COLA adopted by the Board of Directors, but individual employee salaries will not be reduced by a decrease in the COLA.

4102.10 Salary Survey

In the event that the District's salary schedule is amended due to a salary survey (see Policy 4101), amendment of the current salary schedule by a COLA will not apply.

4102.20 COLA for Reclassified Employees

Salary Cost of Living Adjustments for employees that are reclassified are addressed in the District's Reclassification Policy (see Policy 4130).

4102.30 No COLA for Part-Time and Temporary Employees

Hourly wage rates for Part-Time Employees and Temporary Employees hired directly by the District will not be amended due to a salary cost of living adjustment.

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.

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.

4112.00 OVERTIME PAY

District overtime pay policy will conform to the requirements of applicable law including the federal Fair Labor Standards Act. All "non-exempt" employees will be paid at one and one-half (1.50) times their regular hourly rate of pay for hours worked in excess of forty (40) hours in a regular work week and at (2.00) times for hours worked in excess of twelve (12) hours in a day . A regular work week is defined as a seven-calendar-day period commencing at 12:00 a.m. each Monday and ending at 11:59 p.m. the following Sunday. Pay for non-exempt employees' work in excess of forty-eight (48) hours in a regular work week will be at two (2.00) times their regular hourly rate of pay. The District retains discretion to "flex" an employee's working hours within a single seven-day work period to reduce potential overtime costs.

Leave hours shall not be counted as hours worked for the purpose of qualifying for overtime pay except in circumstances where the employee works hours that require returning to work in an emergency situation, after being off duty on discretionary leave and where the emergency work hours are not a continuation of a regular work shift. Under these circumstances, when discretionary leave hours have been scheduled in advance (i.e. vacation or CTO) and are interrupted by an emergency call back, the leave hours within that work period may be counted as hours worked for the purpose of qualifying for overtime pay.

Employees are required to accurately report all hours worked, including overtime, on their timecards. Unauthorized or unreported overtime work is strictly prohibited. Employees may be subject to discipline for violations of this overtime policy.

At a non-exempt employee's option, compensatory time-off (CTO) in lieu of overtime payments may be granted subject to a maximum CTO accrual (see Policy 4303).

4112.02 Holiday Overtime Pay

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

4112.03 Paid Leave Following Extended Work Shifts

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

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

4112.04 Exempt Employees

Exempt positions are those ineligible for overtime compensation according to applicable law. Such positions will be so designated in the applicable job description and/or Employment Agreement.

4112.50 Overtime Recruitment

Scheduled overtime or non-emergency response overtime work shall not be performed without the express prior approval of the General Manager. In unusual circumstances where the General Manager is unreachable, the highest ranking on-duty supervisor may approve such scheduled non-emergency overtime work. Emergencies requiring immediate response do not require prior approval. The procedure for staffing scheduled, non-emergency overtime shall be determined by the General Manager in an appropriate Administrative Procedure.

In an emergency situation (as determined by the General Manager), the General Manager retains the discretion to assign overtime (whether as a hold-over or call-back response) to the first available employees who possess the skill set necessary to address the emergency issue.

4113.00 PAYROLL

Payroll functions shall be performed under the direction of the General Manager.

4113.01 Payroll Period

The payroll period for payment of compensation due to employees shall be 14 calendar days in length. The payroll period shall end at 11:59 p.m. on the 14th calendar day following the beginning of the pay period.

4113.02 Payroll Withholding

The District will make payroll deductions as required by law for each employee. Deductions required by law may include, but are not limited to, Federal tax withholding, State tax withholding, Social Security and Medicare withholding. Deductions may also include garnishment of wages as ordered by a court of law or other entities as authorized by law. The District will also make payroll deductions as requested in writing by the employee for other programs or purposes approved by the District such as deferred compensation plans and supplemental insurance plans.

4113.03 Direct Deposit of Payroll Checks

The District may offer direct deposit of an employee's payroll check into the employees' personal financial account(s), subject to any requirements and/or limitations imposed by State or federal law, the District's payroll service vendor or the District. Enrollment in direct deposit shall be optional and at the sole discretion of each employee.

4113.10 Non-Exempt Employee Time Sheets

All District employees shall record their hours worked, contemporaneously with working the hours, on an Employee Time Sheet. Non-exempt full time employees must account for at least forty (40) hours per work week and shall record the starting and ending time of each work day, each meal period, and any applicable leave time utilized or overtime hours worked. The Time Sheet shall be submitted on a bi-weekly basis to an employee's supervisor or designee as soon as practicable following the end of the work week, typically prior to 9:00 a.m. on the Monday morning immediately following the end of the work week. Where applicable, the time sheet shall accurately account for tasks performed each work day utilizing the labor code categories and abbreviations as may be established and modified from time to time by the District.

Accuracy of time sheets is critically important, and all employees are to certify in writing that the hours appearing on their time sheet are a true and accurate record of the actual

hours worked. Any employee with a question about how to accurately complete the time sheet should seek direction from the General Manager prior to certifying and submitting it. Any attempt to falsify or misrepresent hours worked on a time sheet is strictly prohibited and will subject an employee to disciplinary action. Each employee's time sheet shall be reviewed biweekly and approved in writing by their supervisor.

4113.11 Time Sheets for Exempt Employees

Time sheets for exempt employees shall be submitted to account for and track tasks performed and as a method of recording leave hours used. Where applicable, the time sheet shall accurately account for tasks performed each work day utilizing the labor code categories and abbreviations as may be established and modified from time to time by the District.

4113.12 Work Week

For purposes of completing time sheets and determining hours worked during a work week, the District's work week shall commence at 12:00 a.m. on Monday and end at 11:59 p.m. on the following Sunday.

4113.20 Payday

All employees will be paid on the Thursday following the end of each bi-weekly payroll period except when this date falls on a District holiday. When this occurs, payment will be made on the preceding business day whenever possible within the constraints of the payroll process. When making payment on the preceding business day is not possible, payment will be made on the first business day following the District holiday.

4113.21 Payment for Standby Duty and Standby Duty Overtime

The bi-weekly payroll covers Standby Duty and Standby Duty Overtime work performed through the completion of a weekly Standby Duty period ending on or before the end of the pay period. Standby Duty and accompanying overtime work completed after the close of the bi-weekly payroll period will be reported and paid as part of the next payroll period.

Completion of a Weekly Standby Duty report by the Director of Operations shall serve as authorization for payment of Standby Duty and Standby Duty Overtime.

4113.30 Advances Prohibited

Employee payroll advances for hours not yet worked are prohibited.

4113.40 No Check Cashing

Cashing of personal or payroll checks by the District is prohibited.

4301.00 ANNUAL LEAVE

The District’s Annual Leave benefit provides Regular employees with paid time off for personal purposes including but not limited to an annual vacation. Ownership of Annual Leave is vested with the employee. Throughout this Policy manual and accompanying Administrative Procedures, where the term “vacation” is used it is as a synonym for leave covered by the District’s Annual Leave benefit.

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

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

4301.01 Accrual

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

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

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

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

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

The Annual Leave accrual rate and determination of total District employment

years for Regular employees shall be prorated in accordance with their regular scheduled hours (e.g. a 3/4 time employee will accrue at ¾ the rates and maximums specified above). Annual leave accrues on a bi-weekly basis concurrent with employee's bi-weekly compensation schedule.

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

4301.02 Scheduling

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

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

4301.03 Documentation

- A. A signed and approved Leave Request form is required for use of Annual Leave.
- B. The General Manager shall maintain records of Annual Leave balances, accruals and deductions. Employees shall be notified regularly of their Annual Leave balances through the District's payroll process.
- C. Annual Leave hours shall be deducted from an employee's total as used.

4301.04 Annual Leave Accrual and Payment

- A. **Maximum Accrual.** Employees are encouraged to take full use of their Annual Leave and avoid accumulations beyond 200 hours. Accumulations above 200 hours will be reduced to 200 hours based on the last payroll of October. Account balances in excess of 200 hours will be paid to the employee on a special payroll in November. Payment shall be made at the employee's current rate of pay and shall be paid according to the employee's instructions on the Earned Leave Payout form.
- B. **Separation from Employment.** If employment is terminated for any reason, accrued Annual Leave will be paid through the last full day of employment. Payment shall be made at the employee's then-current rate of pay. Employees may elect to receive payment for accrued Annual Leave at the time of temporary reduction of work force (see Human Resources Policy 4810).

- C. Employee Request for Payment in Lieu of Annual Leave. An employee may request payment once per year in accordance with the procedure set forth in the Administrative Procedures.

4309.00 CALIFORNIA FAMILY RIGHTS ACT

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

To be eligible for California Family Rights Act (CFRA) leave, employees must:

- (1) have more than 12 months of service with the District during the 12-month period prior to the date on which the leave is to commence;
- (2) have at least 1,250 hours of service with the District during the previous 12-month period

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

In the case where both parents are employed by the District and are otherwise eligible for parental leave, each employee is eligible for up to 12 weeks of parental leave,. Further, parental leave will be provided in addition to any entitlement of pregnancy disability leave (PDL) due to an employee's own pregnancy-related disability.

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

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

During CFRA Leaves, the District will continue to pay for employees' participation (if applicable) in the District's group health plan for the duration of the leave, commencing on the date that the parental leave or family care and medical leave began, at the level and under the conditions that would have been provided if the employee had continued to work in his or her position for the duration of the leave. Thus, the employee must continue to pay his or her share of any group health plan premiums during the leave. If an employee has other voluntary benefit plans and/or dependent medical insurance coverage, he/she also will be required to pay the regular contributions for those benefits while on leave.

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

Employees must notify the District of their request for CFRA Leave as soon as they are aware of the need for such leave. For foreseeable leave, the employee must provide 30 calendar days' advance notice to the District of the need for leave. For events that are unforeseeable 30 days in advance, the employee must notify the District as soon as is practicable and generally must comply with the District's normal call-in or notice procedures. All requests for CFRA Leave should include enough information to make the District aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the District reserves the right to delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for such leave.

Once the District is aware of the employee's need for leave, it will inform the employee whether he or she is eligible under the California Family Rights Act for either parental leave or family care and medical leave. The District may request documentation evidencing the need for such leave as permitted by law.

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

If the District employs both parents who are entitled to CFRA parental leave, each parent is eligible for up to 12 weeks of CFRA parental leave for "baby bonding."

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

4330.00 PERSONAL LEAVE OF ABSENCE

The District may grant Regular employees unpaid time off for substantial personal reasons at the sole discretion of the General Manager. A Personal Leave of Absence will not be granted unless all Annual Leave, Management Leave and Compensatory Time-Off (CTO) are exhausted. All Personal Leaves of Absence under this policy are unpaid, and reinstatement is not guaranteed, except as otherwise required by law. No paid leave shall accrue during a personal leave of absence.

4330.01 Duration

Approved leaves may be granted for a period of no less than seven (7) calendar days and no more than sixty (60) calendar days, except as may otherwise be required by law.

4330.02 Procedure

Request for a Personal Leave of Absence must be submitted in writing to the General Manager at least ten (10) calendar days prior to the Leave commencement date, except when medical conditions or emergency situations make such requirement impossible. Requests must be approved in writing by the General Manager and will be made at his/her sole discretion.

4330.03 Reinstatement

Upon return to work, an employee will be reinstated in the same job classification, or to a position of like status, pay and benefit entitlement that he/she held prior to his/her Personal Leave of Absence. Nothing contained herein, however, shall limit the District's right to reorganize, expand or curtail any service. In the event an employee's job is eliminated while he/she is on a Leave, the employee shall be entitled upon his/her return, to the same alternatives and considerations that would have been available to the employee had he/she been working at the time his/her position was abolished. An employee's failure to return from a Personal Leave of Absence by a pre-arranged written date will be considered an Absence Without Notice (see Policy 4511).

4330.04 Benefits

During the period of Personal Leave of Absence, arrangements must be made by the employee to pay applicable group health, dental, vision, life, accidental death and dismemberment, and long term disability insurance premiums which are normally paid by the District and to pay for supplemental benefits that are being paid by the employee through payroll deduction. Retirement benefits, Annual Leave, Management Leave and Sick Leave, and any other leave for which accrual is based on time worked or paid time off, will not accrue for the period of the Personal Leave of Absence regardless of the length of said Leave.

Except as otherwise required by law, when an employee returns to work from an approved Personal Leave of Absence, his/her duration of District employment (see Policy

4050) will be adjusted by the period of time absent from work while on an approved Personal Leave of Absence.

4401.00 EDUCATION ASSISTANCE PROGRAM

The District encourages Regular employees to participate in educational and training activities. In addition to increasing employee job proficiency, this Education Assistance Program is intended to improve work force stability and the District's ability to attract and retain outstanding employees.

The Education Assistance Program is available to all Regular employees subject to the approval and discretion of the General Manager. The Board of Directors shall act as the approval body for programs applicable to District Officers per Board of Directors and Officers Policy 2060 and the General Manager.

Expenses advanced by the District for pre-approved educational and training functions that are not attended by the employee (except for circumstances beyond the employee's control as determined in the discretion of the General Manager) and for which a refund or credit cannot be obtained shall be reimbursed to the District by the employee within thirty (30) calendar days of the date of said function.

When required by law, amounts paid to employees under the Educational Assistance Program shall be reported by the District as income to the employee and payroll withholdings made in accordance with State and Federal law.

4401.01 Certification

Regular employees are encouraged to avail themselves of educational opportunities leading to:

- Certification as a Water System Operator and Water Treatment Operator by the State Water Resources Control Board.

4401.02 On-Duty Education

Regular employees may, with prior approval by the General Manager, attend seminars, conferences, workshops, cross-training activities or meetings that provide specific training in subjects related directly to water operations, to the employee's current position, or one he/she may reasonably aspire to.

Management will annually review and identify areas of training required to maintain technical and administrative capabilities. The District will pay fees, tuition, and approved expenses. The General Manager's approval for all requests for on-duty training must be obtained prior to attendance and/or making reservations.

4401.03 Off-Duty Education

Regular employees who desire to obtain skills and/or knowledge, on a voluntary basis, that enables them to improve their general knowledge base and prepare them for future assignments with the District may seek approval from the General Manager pursuant to this policy.

This education may occur after regular working hours at an accredited university, college, vocational trade school, or through a self-study correspondence course which leads to a certificate, license or diploma related to the general water, administrative and public service functions of the District.

Acceptable accrediting agencies are those recognized by the U.S. Department of Education, Office of Postsecondary Education (OPE), the California Bureau for Private Postsecondary Education (BPPE), or the State of California.

Under special circumstances which must be approved in advance, employees may be approved to attend classes during business hours.

4401.04 Eligibility for Off-Duty Education Financial Assistance

Only Regular employees who are performing their jobs satisfactorily and have an employment duration with the District of more than one (1.00) year are eligible for this program.

The following off-duty education may be considered for financial assistance:

1. Degree (Associates, Bachelors, Masters, other as approved).
2. Specific courses taken for credit relating to water functions.
3. Specific courses taken for credit having a general connection to the functions or mission of the District (i.e., accounting, administrative professional, public administration, welding, chemistry, information technology, civil engineering, etc.)

4401.05 Conditions for Financial Assistance

The following conditions apply for receiving financial assistance from the District:

1. Every course that the employee desires to attend must be approved in advance as applicable by the General Manager (or for the General Manager's course(s), by the Board of Directors.)
2. Reimbursement to the employee upon completion of the course with a minimum final grade of a C or equivalent.
3. For good cause shown and financial need demonstrated, the General Manager may approve an advance payment to employee for use in paying tuition upon employee entering into a written agreement (attached policy 4401.A1) to repay

the District within one year for any funds advanced where employee fails to complete the course with a minimum final grade of a C or equivalent. Such written agreement will include employee authorization to withhold payments of up to \$100 per pay period from employee's salary, and the balance (if any) to be deducted from employee's final paycheck upon separation, to the extent permitted by law.

4. Funds received from outside sources, such as scholarships or Veteran's Education Benefits, must be applied to the cost of the program first. Then the remaining cost will be paid by the District.
5. The contribution by the District shall be limited to \$650.00 per course including tuition, books, supplies, and other expenses, including travel. Contributions and participation in excess of \$650.00 per course by the District may be considered for approval by the General Manager (subject to budgetary approval by the Board).
6. The maximum reimbursement that may be received by an employee in one calendar year shall be \$1,950.00 based upon the date of course completion.

4420.00 EMPLOYEE EQUIPMENT

Employee tools and safety equipment shall be issued as necessary to perform the work prescribed. The specific equipment and reimbursements provided shall be determined at the discretion of the General Manager and identified in an administrative procedure modified from time to time as operational issues dictate. Failure to utilize required safety equipment in violation of District policies or applicable state/federal requirements is prohibited and will subject an employee to disciplinary action.

Employees shall be provided with uniforms in accordance with Policy 4530.

Employees are liable for any loss or damage caused by negligence or misuse of District-provided employee equipment. Personal use of District-provided employee equipment is not permitted, and will subject an employee to disciplinary action.

4450.00 TELEPHONE CALLS

The use of District telephones (both landlines and cellular/smart phones) is intended for official District business. While it is understood that the use of District telephones for personal reasons is necessary on occasion "as an incidental use", this privilege must not be abused and time spent in making or receiving such calls shall be kept to a minimum. Employees shall not use District telephones for personal toll/long-distance calls that incur charges.

4501.00 STANDARDS OF CONDUCT

The tenure of every District employee shall be conditioned by good behavior and satisfactory work performance. The District establishes Standards of Conduct to guide employees and to assure a safe, efficient, and harmonious operation of the District. Infractions of District standards, or other actions inconsistent with the goals of the District, may lead to progressive disciplinary action under the procedures described in Human Resources Policy 4513.

Standards of Conduct for District employees are as follows:

1. Employees shall satisfactorily perform their duties.
2. Employees shall maintain satisfactory attendance and arrive to work on time, with satisfactory and appropriate justification for absences or tardiness.
3. Employees shall demonstrate respect for, and adhere to, assignments and directives issued by supervisors.
4. Employees shall properly and truthfully complete District records or other documents, including the employment application, time cards, leave requests, benefits related documents or requests, and other records of the District.
5. Employees shall not engage in physical altercations with, threats of physical harm to, and physical and/or verbal abuse of employees, customers or the public.
6. Employees shall exercise prudent care and caution in the conduct of their duties.
7. Employees shall observe safety rules, regulations, policies, practices and procedures including the wearing of safety equipment as directed.
8. Employees shall not engage in the theft or unauthorized use/removal of District property.
9. Employees shall not willfully destroy District property or property of others.
10. Employees shall not engage in unauthorized solicitation or distribution of solicitations. With the exception of District related and/or charitable activities specifically approved by the General Manager or Board of Directors, solicitation is prohibited during work time and in work areas. Distribution of unauthorized literature, posters, handbills or notices in work areas or while on working time is prohibited.
11. Employees shall not possess a lethal weapon on District property during employment.
12. Employees shall not report to work under the influence of, or engage in the possession, sale, purchase or use of alcohol, drugs or any substance which would impair their ability to work.
13. Employees shall take and subscribe any oath, affirmation or deposition as required by law in connection with District employment.
14. Employees shall not engage in activities that create a conflict of interest with their duties and responsibilities with the District.
15. Employees shall not engage in discriminatory or harassing misconduct.
16. Employees shall immediately report the loss, revocation, suspension, or restriction of a California Driver's License when such is necessary to operate District vehicles as a condition of employment.
17. Employees shall immediately report the loss, revocation, suspension, or restriction of a State Water Resources Control Board Water Distribution Operator Certificate or Water

Treatment Operator Certificate when such is necessary to operate and maintain District facilities as a condition of employment.

18. Employees shall report for required medical examinations or tests or comply with a District request for a physician's statement.
19. Employee shall not engage in conduct blatantly detrimental to District property, its customers, employees and the public or engage in other practices that may be inconsistent with the mission, vision, values, commitments, image, policies, or goals of the District.
20. Employee shall comply with all directives and refrain from all prohibited actions set forth in this Human Resources Policies Manual, as it may be amended from time to time.
21. Employee shall not engage in any willful act undertaken in bad faith, either during or outside of duty hours which is of such a nature that it causes discredit to the District, the employee's department or division.
22. The conviction of either a misdemeanor or a felony involving moral turpitude shall constitute grounds for dismissal of any employee. A plea or verdict of guilty, or a conviction showing a plea of *nolo contendere* made to any offense involving moral turpitude is deemed to be a conviction within the meaning of this sub-section. A crime involving moral turpitude is defined as any intentional act of violence against another (including but not limited to attempted or actual assault, homicide, kidnapping, rape, lewd acts upon a minor), arson, fraud crimes or dishonesty.

4512.00 HARASSMENT AND DISCRIMINATION PREVENTION POLICY

4512.01 Purpose

All employees, applicants, volunteers, and independent contractors ("workers") working for the District are to be treated with respect and dignity. The District is committed to providing an atmosphere free of harassment and discrimination based on such factors as race, religion, creed, national origin or ancestry, physical or mental disability, medical condition, genetic condition, pregnancy (including childbirth or related conditions), marital status, gender or gender identity/expression, sex, age, sexual orientation, family care or medical leave status, military or veteran status, or any other characteristic protected by law.

Harassment and discrimination are against the law, and they are demeaning and harmful to both the victim and the District. The District will not tolerate harassment of, or discrimination or retaliation against, its workers by directors, managers, supervisors, co-workers, or anyone conducting District business. Similarly, the District will not tolerate harassment of its workers by others with whom the District has a business, service, or professional relationship (including members of the public).

This Policy does not restrict nor inhibit any supervisor from their responsibility or in their ability to direct, critique and discipline employees in a non-discriminatory, non-retaliatory manner.

Failure to follow this Policy may result in disciplinary action, up to and including termination of employment.

4512.01 Procedures

1.0 Harassment Prohibited

Harassment includes conduct that has the purpose or effect of unreasonably interfering with an individual's work performance; creating an intimidating, hostile, threatening or offensive working environment; or adversely affecting the employee's performance, evaluation, assigned duties or any other condition of employment or career development. This Policy prohibits harassment in any form, including:

- 1.1 Verbal or Written harassment such as epithets, jokes, nicknames, derogatory comments or slurs based on any basis protected by law. By way of example, this would include inappropriate comments on appearance, including dress or physical features;
- 1.2 Physical harassment such as assault, touching, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual on the basis of any protected classification. As examples, this could be conduct in the form of pinching, grabbing, patting, or making explicit or implied job threats or promises in return for submission to physical acts; and
- 1.3 Visual harassment such as derogatory posters, cartoons or drawings, gestures or leering based on one of the categories of protected status.
- 1.4 Sexual harassment includes, any unsolicited, offensive or unwelcome sexual advances, requests for sexual favors, and other oral or written, visual, or physical conduct of a sexual nature which occurs under any of the following circumstances:
 - 1.4.1 Submission to such conduct is made either expressly or by implication a term or condition of an individual's employment;
 - 1.4.2 Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the individual; or
 - 1.4.3 Other examples of sexual harassment include unwelcome sexual flirtations or propositions; verbal abuse of a sexual nature; graphic verbal comments about an individual's body; sexually degrading words used to describe an individual;

and the display or use in the work environment of sexually suggestive objects or pictures, posters, jokes, cartoons, or calendar illustrations.

1.4.4 Sexual harassment also includes gender-based harassment by a person of the same gender.

1.4.5 Prohibited sexual harassment need not be motivated by sexual desire to be unlawful or violate this Policy.

1.4.6 Electronic communications can constitute harassment. This Policy prohibits all types of conduct that fall within the definition of harassment, including e-mails and text messages.

1.4.7 Harassment involving the public includes either harassment of (a) any member of the public by any person conducting District business or otherwise representing the District, or (b) any worker in the conduct of his or her job duties by any member of the public.

2.0 Retaliation Prohibited

Retaliation against an employee for reporting violations of this Policy in good faith, or for participating in the investigation of a harassment or discrimination complaint, is strictly prohibited.

3.0 Procedures regarding all complaints of potential harassment including retaliation

3.1 Employee Responsibility

It is important that employees inform the District as soon as possible about any prohibited harassment because nothing can be done to remedy the situation if the District does not know that it exists.

3.1.1 Any individual who feels comfortable doing so should let a fellow employee know when that employee's behavior or comments are offensive or unwelcome, even if the situation does not rise to the level of a violation of this Policy. However, individuals are not required to handle these situations on their own. If an individual is not comfortable handling a situation directly with another employee, the individual should immediately report the conduct to one of the persons listed below.

3.1.2 Any individual who believes that they have been or are being harassed in violation of this Policy shall immediately report this violation to his or her supervisor, the General Manager, the District's designated Human Resources staff or any District supervisor with whom the individual feels comfortable speaking. Complaints about the General Manager should be directed to the District's General Counsel or Board President (who shall immediately notify the General Counsel to coordinate an appropriate inquiry and response).

3.1.3 Any individual who is aware or suspects that another person has been harassed in violation of this Policy shall report this violation to his or her supervisor, the General Manager or any District supervisor with whom the individual feels comfortable speaking.

3.2 Supervisor Responsibility

3.2.1 Each supervisor has the responsibility of maintaining a work environment free of harassment. This responsibility includes being available to discuss this Policy with the workers that they supervise and to assure the workers that they are not required to endure any form of prohibited harassment. If someone reports a harassment allegation to a supervisor, it is the responsibility of the supervisor to take immediate action by documenting the incident(s) and reporting the allegation of harassment to the General Manager or the designated Human Resources staff.

3.2.2 Any supervisor who fails to take appropriate action to report or address harassment, discrimination or retaliation issues can and will be disciplined by the District.

3.3 Investigation

The District will investigate all complaints of harassment in a prompt, objective, and thorough manner, including interviews of those with relevant knowledge. The District's investigation will be designed to maintain, to the extent possible, the privacy and confidentiality of all parties and witnesses involved. Complete confidentiality cannot occur, however, due to the need to investigate fully and to take effective remedial action. Whenever appropriate, the supervisor of the affected department(s) may be informed that a complaint has been filed. The General Manager is responsible for directing an investigation into such allegations and for implementing appropriate remedial action, where warranted. The District will not disclose a completed investigation report except as it deems necessary to support disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or as otherwise required by law.

3.4 Resolution

3.4.1 After investigation, the District will communicate the confidential findings (i.e., sustained, not sustained, or inconclusive) to the complainant, the alleged harasser, and members of management with a legitimate need to know.

3.4.2 If there is a finding that harassment in violation of this Policy or applicable laws has occurred, the District will take appropriate and immediate action to end any harassment and prevent its recurrence. Where appropriate, the District may first work to resolve the matter informally. If the matter is not suitable for informal resolution, appropriate formal action will be taken pursuant to applicable policies and agreements. If formal action is required, the complainant may be required to testify at a hearing.

3.5 Discipline

Any employee found to have violated this Policy will be disciplined. Specific action taken will depend upon the specific circumstances.

4.0 Harassment Involving the Public

4.1 The District strictly prohibits harassment of any member of the public by any person conducting District business or otherwise representing the District.

4.2 Dealing with the public can be challenging and sometimes contentious. While employees are expected to interface with the public as their duties dictate, sometimes in difficult or even volatile situations, employees are not expected to endure actual harassment by members of the public. If an employee feels that he or she is being subjected to harassment by a member of the public, the employee should report such harassment to his or her supervisor (or other person listed above) for investigation and appropriate action. Employees will not be penalized for refusing to tolerate harassment from a member of the public.

5.0 Further Information

Employees are urged to contact the General Manager if they have any questions or concerns about this Policy.

In addition to this Policy, the State of California Department of Fair Employment and Housing (“DFEH”) provides additional information regarding the legal remedies and complaint process available through the government agencies. If a worker thinks he or she has been harassed, discriminated against, or that he or she has been retaliated against for complaining, that person may file a complaint or obtain additional information from DFEH at 1-800-884-1684 or <http://www.dfeh.ca.gov>.

4513.00 DISCIPLINARY PROCEDURE FOR REGULAR EMPLOYEES

This Disciplinary Procedure Policy applies to employees who are not “at will” and who have successfully completed the applicable probationary period. The District has and desires a culture of coaching and training employees to address many performance and conduct concerns. However, some situations require a more formal type of corrective action where they involve: (a) repeated or more serious performance deficiencies or (b) significant misconduct. Depending upon the facts and circumstances involved in each situation, the District may choose to begin disciplinary action at any step. In general, however, discipline should follow a pattern of increasing severity as causes for discipline are more serious and persist.

4513.01 Minor Discipline

Minor discipline may be imposed without reference to the procedural requirement of Section 4513.03 of this Policy. Minor discipline includes verbal warnings, written reprimands, change in work hours, and reassignment without reduction in pay. Minor

disciplinary actions may be appealed to the General Manager, whose determination shall be final.

4513.02 Major Discipline

The following disciplinary actions require compliance with the procedures of Section 4513.03 of this Policy. The following procedures may be taken by the appropriate level of management to correct misconduct or performance deficiencies of “for cause” employees (i.e., those regular employees who are not “at-will”. Forms of major discipline are:

- A. **Suspension Without Pay:** An ordered interruption of duties for one or more days without pay. Minor suspensions of five work days or less are not subject to the pre-disciplinary procedure below in 4513.03.A and B, but are subject to the post-disciplinary appeal procedure in Section 4513.D.
- B. **Salary Reduction:** A reduction in pay from within the employee’s current range to any lower salary within that range, as such range is recorded in the District’s current salary schedule.
- C. **Demotion:** A reduction from a position in one classification to a position in another classification having a lower salary range affected for disciplinary purposes. (Demotions resulting from employee’s inability to perform required duties, organizational changes, or layoffs are not disciplinary.)
- D. **Dismissal:** Discharge from District employment for disciplinary purposes. A disciplinary dismissal does not include I) layoff or similar release from employment based on a determination by the District that the needs of the District do not require continuation of the employee’s position or II) release due to inability to perform all essential functions of the employee’s position, with or without a reasonable accommodation; a release for either reason is not a disciplinary dismissal and is not subject to the procedures in Policy 4513.

4513.03 Disciplinary Procedures for Major Discipline

A. **Notice of Proposed Discipline:** Before imposing major discipline (other than suspensions of five work days or less), the District shall deliver to the employee a written notice of the proposed major discipline. The notice of proposed discipline shall be prepared by the Department Director. Such notice shall be personally served on the employee or sent by traceable overnight delivery service (e.g. Golden State Overnight, Federal Express, etc.) to the employee’s place of residence as shown on the records of the District. The notice shall contain the following:

- 1) The type and effective date of the proposed disciplinary action.

- 2) A statement of the reasons for the proposed discipline and applicable Policies, rules, etc. The statement of reasons shall contain such specifications as to give a reasonable person a fair opportunity to understand and respond to the reasons.
- 3) If the reasons are based upon documents or materials, the notice shall include copies of the documents or materials considered or relied upon in reaching the determination of proposed discipline.
- 4) Notice of the employee's right to respond either verbally in a pre-disciplinary meeting or in writing, the date, time, place, and person to whom response may be made, and inform the employee a representative of the employee's choice may accompany the employee to the conference, should he/she choose to respond verbally. The notice should also inform the employee that failure to respond within the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.
- 5) The General Manager may, in his or her discretion, approve the temporary assignment of an employee to a status of paid administrative leave during any administrative investigation or during the disciplinary process.

B. Employee's Response ("Skelly" meeting). The employee shall have ten (10) calendar days from the date of receipt of the notice to respond to the notice by submitting a written or verbal response. A written response shall be made to the person indicated in the notice. If the employee elects to respond verbally, the meeting to respond shall be known as the Skelly meeting. The Skelly meeting may be conducted by the Department Director or designee. In the Skelly meeting, the employee may be represented by legal counsel or other personal representative, but not by any person involved in the issues or incidents giving rise to the proposed discipline.

C. Notice of Final Disciplinary Action: After the employee has had an opportunity to respond and the pre-disciplinary (Skelly) process is complete, the Department Director or his/her representative shall notify the employee in writing of the final disciplinary action to be imposed upon the employee (if any), the reasons for the disciplinary action, the charge(s), and the effective date(s) of the disciplinary action. The notice shall also advise the employee of the right to appeal, however an appeal shall not delay or otherwise impact the effective date of the final discipline.

D. Post-Disciplinary Appeal from Major Discipline. An employee may appeal a dismissal, demotion, pay reduction, or suspension without pay by filing a written request with the General Manager within five (5) business days of the date of the Notice of Final Disciplinary Action. The appeal shall include the reasons for the appeal.

The General Manager shall set a date for an evidentiary appeal hearing (which shall be held within sixty (60) days of the request for appeal, absent unusual circumstances) and shall provide written notice of the date, time, and location of the hearing to the employee. The employee may be represented by legal counsel and/or by a representative, but not by any person involved in the issues or incidents giving rise to the disciplinary action.

In his or her discretion, the General Manager may conduct the hearing personally (with assistance of counsel) or arrange for a neutral hearing officer to conduct the hearing and then render an advisory written decision for the General Manager's consideration and decision regarding final discipline. In such case, the hearing officer may be selected by agreement among the parties or the parties may obtain a list of qualified potential hearing officers from the State Mediation and Conciliation Service and select the hearing officer by alternating strikes. The hearing officer should have experience conducting similar types of appeal hearings and will establish procedures for conducting the hearing. The cost of a hearing officer shall be shared equally by the District and an employee organization that represents the employee, if any.

At the evidentiary appeal hearing, witnesses will testify under oath, the parties have the right to introduce relevant oral and written evidence on his/her behalf, and to confront and cross-examine adverse witnesses. To the extent possible, hearings shall be informal, and the technical rules of evidence need not be followed. Any evidence upon which reasonable people may rely in the conduct of serious affairs may be admitted, at the discretion of the General Manager/hearing officer conducting the hearing. A written record of the hearing may be prepared in the discretion of the General Manager or hearing officer (if any), the cost of which shall be shared by the parties. The District and the employee shall each bear their own expenses, fees and costs. Absent good cause to the contrary (as determined by the General Manager/hearing officer), the employee's failure to appear personally at the appeal hearing shall be deemed a withdrawal of the appeal.

If the General Manager presides personally over the hearing, then the General Manager shall render a written decision within twenty (20) business days from the date of the conclusion of the appeal hearing (or from the receipt of the written transcript and closing briefs (if any), if requested by the General Manager). If a hearing officer presides over the hearing, then the hearing officer shall render an advisory written decision in accordance with the timeline above, and the General Manager shall render a written decision regarding final discipline within ten (10) business days of receiving the hearing officer's advisory decision.

The General Manager's decision shall be the final step in the District's administrative process, subject to review as provided by law in Code of Civil Procedure sections 1094.5 and 1094.6.

If the disciplinary action is subsequently revoked or lessened, the employee is entitled to reimbursement for the interim loss of District pay, if any. Reimbursement is limited to the period of time between the effective date of disciplinary action and the date of final decision on the appeal. No reimbursement may be made for any portion of the period during which the employee was not ready, willing and able to perform the duties of his/her position.

4514.00 GRIEVANCE PROCEDURE

The grievance procedure provides “for cause” employees a means for settling disputes involving the interpretation, application or enforcement of District policies as quickly as possible, and at the lowest possible level of authority. The grievance procedure, however, is not applicable to:

- Employee discipline or employee evaluations;
- Performance improvement plans, training assignments;
- The determination of the contents of a job classification or decision to reclassify (or not to reclassify) a position;
- The determination of procedures and standards for employment and promotion; or
- Challenges to layoffs, transfers, denial of reinstatement or denial of advancement.
- Release for inability to perform essential job functions with or without a reasonable accommodation.

NOTE: complaints of harassment, discrimination or retaliation are not subject to this procedure but rather should be processed in accordance with Policy 4312.

Each step in the grievance procedure is meant to completely resolve the complaint or problem. The steps are to be taken in progressive steps; the employee moves on to the next step only if the problem has not been resolved.

4514.01 Grievance Steps

Step One: The employee filing a grievance (“the grievant”) must notify his or her Department Head in writing of a grievance within five (5) business days of the event(s) giving rise to the grievance. If the grievant is unaware of the event(s) within that time frame, then the five (5) day initial reporting period shall run from the time when the grievant learned of the event(s) or reasonably should have learned of them. The Department Director will set a meeting with the grievant and a member of the designated Human Resources staff within five (5) business days to discuss the grievance. The Department Head will issue a written determination on the grievance within five (5) business days of the meeting with the employee.

Step Two: If a satisfactory result is not reached at Step One, the grievant may appeal in writing to the General Manager. Such appeal must be submitted within five (5) business days of the Department Director’s written decision at Step One. The General Manager shall schedule a meeting with the grievant (and any others the General Manager deems appropriate to include) to discuss the grievance. After the meeting, the General Manager may, in his or her discretion, investigate the grievance further and talk with anyone involved or anyone who might contribute to the facts. The General Manager will return a written decision within ten (10) business days of the meeting with the grievant. The General Manager’s decision shall be final and binding.

4520.00 EMPLOYEE CONFLICT OF INTEREST

The District recognizes the right of employees to engage in private activities away from their employment. However, the following rules will apply to assess and prevent potential conflicts of interest from arising. Failure to adhere to the rules governing conflict of interest may lead to disciplinary action up to and including discharge from employment with the District. Designated employees may also be subject to the provisions of Policy No. 1035, Conflict of Interest.

4520.01 Interference of Adversity Prohibited

No employee shall engage in outside work that will interfere with his or her District job.

4520.02 Gratuities

No employee shall accept personal gratuities or tips offered for District services rendered to a customer or prospective customer.

4520.03 District Time, Equipment and Materials

No work not related to the business of the District shall be done during regular hours of employment and no District facilities, equipment, labor or supplies may be used to conduct such work.

Transportation in District vehicles of persons other than Directors, Officers, employees, agents of the District, or authorized guests, is prohibited and will subject the employee to discipline.

Employees should discourage personal telephone calls and visitors during work hours.

4520.04 District Liability

Employees shall not discuss opinions or comments regarding District liability in any matter with the public. Management shall be advised in all instances regarding customer relations problems that cannot be satisfactorily resolved.

4740.00 REASONABLE ACCOMMODATION

It is the policy of the District not to discriminate against any qualified person on the basis of mental or physical disability. If an employee needs a reasonable accommodation, the employee should personally notify the General Manager as soon as possible. Reasonable accommodation may include such things as modifications to the work environment, purchase of auxiliary aids, structural accessibility changes in the workplace, modified schedule, and temporary leave from work; however, the District is not required to alter the job duties of the employee's position. While temporary light duty may be an appropriate accommodation, the District is not required to permanently alter the essential duties of the employee's position.

4740.10 Interactive Process

Upon receiving a request for accommodation, the District will engage in a reasonable, interactive process with the employee to ascertain whether the employee is a qualified individual with a disability and, if so, whether any reasonable accommodations are available to permit the employee to perform the essential job duties of employee's position. (The District can also independently commence the interactive process with an employee if it acquires information to suggest that the employee needs a reasonable accommodation in the workplace). The District welcomes the employee's input in this process and will consider any and all suggestions for reasonable accommodations. The District retains the ultimate discretion to determine whether to provide a reasonable accommodation and, if so, which one to provide. In connection with a request for a reasonable accommodation, employees may be required to provide supporting medical documentation, which will be kept by the District in a confidential medical file.

4800.00 EMPLOYEE SEPARATION

4800.01 Categories of Separation

When employees leave the District, they will be assigned to the following categories of separation:

- A. Resignation: A voluntary separation, including:
- Resignation with or without notice.
 - Failure to return from a leave of absence.
 - Failure to return from a reduction-in-force upon recall.

Employees who resign are required to file a written statement of voluntary resignation with the Human Resources Specialist.

- B. Release: A separation in which the employee is removed from the payroll for non-disciplinary purposes. Releases may result from the employee:
- Not being qualified for the type of work assigned and no other work is available.
 - Due to a reduction in the District work force.
 - Inability to perform essential job functions with or without a reasonable accommodation.
 - For other reasons that are typically not the fault of the employee.
- C. Deceased: The death of an employee in active employment.
- D. Retirement: A voluntary separation which usually includes qualification for benefits under the District's retirement plan.
- E. Discharge: A separation in which the employee is dismissed and removed from the payroll for violation of District Standards of Conduct, safety regulations, or unsatisfactory job performance for which the employee is at fault.

4800.02 Notice to Employee

The District shall provide employees with written notice of separation of employment from the District.

4820.00 CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
(CalPERS)

4820.01 Membership

The District is a member of the Public Employees' Retirement System of the State of California (CalPERS) and membership is governed by CalPERS eligibility regulations.

4820.02 Retirement and Other Benefits for CalPERS Members

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

4820.03 Separation of Employment

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

4820.04 Employee CalPERS Contributions

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

4280.05 District CalPERS Contributions

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

4820.06 Disability Retirement Determination-Delegation to General
Manager

Under Government Code Section 21150, before an employee seeking disability retirement (including industrial disability) may have their application approved by the California Public Employees' Retirement System (CalPERS), the District Board of Directors must make determinations, based on medical evaluations (either through a Qualified Medical Examiner report, through the Workers Compensation process, or a Fitness for Duty evaluation) that the employee can no longer perform their essential job duties with or without a reasonable accommodation due to a disabling condition.

Pursuant to Government Code Section 21173, the governing body of a contracting agency may delegate the authority to make such disability determination to the General Manager. The District Board of Directors hereby delegates to the General Manager the authority to a) make applications on behalf of the District, pursuant to Government Code Section 21152 for disability retirement of any employee, and b) under Government Code Section 21156 as to whether such disability is industrial and c) to certify such determination and provide any other necessary and required information to CalPERS. In making such determinations, the General Manager shall rely upon the medical recommendations of a qualified medical examiner, treating physician or the fitness for duty evaluator.

4930.00 COMPUTER USE AND INTERNET ACCESS

4930.01 Definitions

For purposes of this policy the following definitions shall apply:

Electronic Communications shall mean and include the use of information systems in the communicating or posting of information or material by way of electronic mail (e-mail), bulletin boards, Internet, or other electronic tools.

Information Systems shall mean and include computers, network, servers and other similar devices that are administered by the District. "Networks" shall mean and include video, voice and data networks, routers and storage devices.

4930.02 District-Maintained Systems

Information systems are maintained by the District to facilitate District business. Therefore, all information sent, received, composed and/or stored on these systems is the property of the District. Access to information systems and electronic communications at the District is a privilege, not a right, and must be treated as such by all employees. All employees must act honestly and responsibly to maintain the integrity of these systems. All employees must respect the rights of all pertinent license and contractual agreements related to District information systems. All employees shall act in accordance with these

responsibilities, and the relevant local, state and federal laws and regulations. Failure to so conduct oneself in compliance with this Policy may result in disciplinary action.

4930.03 Privacy Not Guaranteed

All employees should have no expectation of privacy while using the District's electronic communications and/or information systems. The District reserves the right to access, at any time; an employee's electronic mail (e-mail) messages (outgoing and incoming), databases, word-processing, spreadsheet documents and all other forms of files created or stored using the District's electronic communications and/or information systems. Therefore, an employee's outgoing e-mail message must not indicate to the recipient that his/her incoming mail will be confidential or private. The existence of a password on the system is not intended to indicate that messages will remain private, and all employees must make passwords known to the District's General Manager and other District employees as designated by the General Manager. Failure to notify the General Manager and other designated employees of passwords or password changes may result in disciplinary action.

4930.04 Misuse of Systems

Misuse of District's electronic communications and information systems is prohibited and is subject to disciplinary procedures. Misuse includes, but is not limited to, the following:

- A. Attempting to modify or remove computer equipment, software, or peripherals without proper authorization.
- B. Accessing without proper authorization computers, software, information or networks.
- C. Taking actions, without authorization, which interfere with the access of others to information systems.
- D. Circumventing log-on or other security methods.
- E. Using information for illegal or unauthorized purposes.
- F. Personal use of any District information systems or electronic communications for non-District consulting, business or employment.
- G. Sending fraudulent electronic communications.
- H. Using electronic communications to harass or threaten other users.
- I. Violating any state or federal law or regulation in connection with use of any information system.
- J. Personal use of any District system to access, download, print, store, forward, transmit or distribute obscene material.
- K. Violating any software license or copyright, including copying or redistributing copyrighted software, without the written authorization of the software owner.
- L. Reading other users' information or files without permission.

- M. Forging, fraudulently altering or falsifying, or otherwise misusing District records.
- N. Launching a computer worm, computer virus or other rogue program.
- O. Downloading or posting illegal, proprietary or damaging material to a District computer.
- P. Transporting illegal, proprietary or damaging material across a District network.

4930.05 Harassment and Discrimination

Messages on the District's voice mail and electronic mail (e-mail) systems are subject to the same policies regarding harassment and discrimination as are any other workplace communication. Offensive, harassing or discriminatory content in such messages may result in disciplinary action.

4931.00 VOICE MAIL AND ELECTRONIC MAIL

4931.01 District-Maintained Systems

Voice mail and electronic mail (e-mail) systems are maintained by the District to facilitate District business. Therefore, all messages sent, received, composed and/or stored on these systems are the property of the District.

4931.02 Voice Mail

Voice mail greetings and messages, whether on the District's office telephone system or on individually-assigned cellular telephones, are reflections of the professionalism of the District and is part of the District's service to its customers. As such, greetings and messages on voice mail shall be professional and courteous. Employees are expected to check their voice mail boxes on at least a daily basis, and change their greeting as necessary to let callers know when voice messages may not be retrieved promptly, such as when the employee is going on leave or training away from the office.

4931.03 Electronic Mail

Electronic mail, also referred to as "e-mail", should reflect careful, professional and courteous drafting, particularly since it is easily forwarded to others and may be subject to disclosure through a Public Records Act request. Be careful about attachments and broad publication of messages. Copyright laws and license agreements also apply to e-mail. Employees with assigned e-mail accounts are expected to check their e-mail on at least a daily basis, and to reply promptly to inquiries and requests received via e-mail.

4931.04 Personal Use Limitations

Voice mail and electronic mail systems are to be used by employees in conducting District business and are not for employees' personal use. The District understands that,

on occasion, immediate family members may need to leave messages on the voice mail or e-mail system for an employee, and is willing to accommodate such incidental personal use to a limited degree. However, personal use of the voice mail or e-mail system that interferes with an employee's work performance or otherwise violates District policy may result in disciplinary action.

4931.05 Privacy Not Guaranteed

The District reserves the right to access an employee's voice mail (outgoing and incoming) and e-mail messages at any time. Therefore, an employee's outgoing voice mail message must not indicate to the caller that his/her incoming message will be confidential or private. The existence of a password on either system is not intended to indicate that messages will remain private, and all employees must make passwords known to the District's Assistant General Manager and other District employees as designated by the General Manager. Failure to notify the Assistant General Manager of passwords or password changes may result in disciplinary action.

4931.06 Erasure Not Reliable

Employees should be aware that even when a message has been erased, it still might be possible to retrieve it from a backup system. Therefore, employees should not rely on the erasure of messages to assume a message has been removed.

4931.07 Message Access

Messages on the voice mail and e-mail systems are to be accessed by the intended recipient and by others at the direct request of the intended recipient. However, the District reserves the right to access any and all messages on both systems at any time. Any attempt to block District access to messages, or to gain unauthorized access to messages on either system, may result in disciplinary action.

4931.08 Harassment and Discrimination

Messages on the District's voice mail and e-mail systems are subject to the same policies regarding harassment and discrimination as are any other workplace communication. Offensive, harassing or discriminatory content in such messages may result in disciplinary action.

4932.00 MOBILE DEVICES

Mobile devices, including but not limited to; cellular telephones, smartphones, or laptop/tablet computers, are important tools for the District. However, mobile devices also represent a significant risk to data security as, if the appropriate security applications and procedures are not applied, they can be a channel for unauthorized access to the District's data and Information Technology infrastructure. This can subsequently lead to data leakage and system infection. The District has a requirement to protect its information assets in order to safeguard its customers,

property and reputation. This policy outlines a set of practices and requirements for the safe use of mobile devices and applications.

4932.01 Issuance of District Mobile Devices

District mobile devices will be issued to District employees as determined by the General Manager or his/her designee to facilitate the conduct of District business. Employees that are issued District mobile devices are responsible for care of the device and keeping it secure from theft or loss. Loss of, or damage to, a District mobile device shall be reported immediately to the General Manager or his/her designee. Employees may be liable for reimbursement for equipment issued to them that is lost or damaged. Issued equipment shall remain the sole property of the District and shall be subject to inspection and/or monitoring (including related records, phone logs, text messages, and internet usage logs) at any time. Employees in possession of District equipment are expected to protect the equipment from loss, damage, or theft. Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the equipment for return or inspection. Employees unable to present the device in good working condition within the time period requested (for example, 24 hours) may be expected to bear the cost of a replacement.

Exempt employees, including Department Managers and Supervisors, may have the opportunity to use their personal devices for work purposes when authorized by the employee and the District. If the exempt employee chooses to use his/her District sanctioned personal cellular telephone he/she will receive a stipend amount as listed in District Policy 4101.A2 Other Compensation.

4932.02 Use of District Mobile Devices

The use of District mobile devices is intended for official District business. While it is understood that the use of District mobile devices for personal reasons is necessary on occasion, this privilege must not be abused and time spent in making or receiving such calls shall be kept to a minimum. Personal use of a District mobile devices that interferes with an employee's work performance or otherwise violates District policy may result in disciplinary action. Personal toll/long-distance calls or personal use of other services that result in additional charges shall be reported to the General Manager or his or her designee in writing. Personal use charges shall be reimbursed to the District by the employee that incurred the charges within 20 calendar days of presentation of the receipt that contains the personal use charges.

4932.03 Mobile Device Usage While Driving or Operating Equipment

The use of mobile devices, both those issued by the District and personal mobile devices, while driving or operating motorized equipment on District business and/or District time

is considered a dangerous distraction and is prohibited. Calls may be answered by passengers; and if a discussion is necessitated between the driver and caller, the driver must pull over to a safe area off the road to take part in the discussion. If driving alone, the driver may pull over to a safe area off the road to respond to the call or message. Under no circumstances may a driver initiate a cellular phone call while driving a vehicle or operating motorized equipment during the course of business or on District time. An exception may be made if the driver has or vehicle is equipped with a Bluetooth or hands free device.

4932.04 Privacy Not Guaranteed

The District reserves the right to access an employee's cellular telephone voice mail (outgoing and incoming) messages at any time. Therefore, an employee's outgoing voice mail message must not indicate to the caller that his/her incoming message will be confidential or private. The existence of a password on the cellular telephone voice mail system is not intended to indicate that messages will remain private, and all employees must make passwords known to the District's General Manager and other District employees as designated by the General Manager. Failure to notify the General Manager, or designee of passwords or password changes may result in disciplinary action.

4932.05 Message Access

Messages on the voice mail and e-mail systems are to be accessed by the intended recipient and by others at the direct request of the intended recipient. However, the District reserves the right to access any and all cellular telephone voice messages at any time. Any attempt to block District access to messages may result in disciplinary action.

4932.06 Personal Cellular and/or Wireless Devices

Excessive use of cellular/wireless devices during the work day, regardless of the phone or device used can interfere with employee productivity and be distracting to others. During paid work time, employees are expected to exercise the same discretion in using personal cellular/wireless devices as is expected for the use of any District telephone or computer. Cellular phones may not be used at any work site where the operation of the phone is or may be a distraction to the public or other employees.

4940.00 REASONABLE SUSPICION ALCOHOL AND DRUG TESTING PROCEDURES

It is the policy of the District to establish and maintain a safe and healthy workplace for all District employees that is free of any adverse effects on job performance caused in any way by the use or presence of drugs or alcohol. Additionally, this policy is intended to inform employees that assistance toward rehabilitation is available if an employee needs help in overcoming addiction to, dependence upon, or problems related to the abuse of drugs or alcohol.

Involvement with drugs and alcohol, both on and off the job, takes a toll on individual job performance and employee safety. Impacts of substance abuse include higher health benefits usage and workers' compensation claims, increased safety and liability risks, and diminished productivity and quality of work. The District's goal is to prevent or reduce these and other negative effects associated with substance abuse. This policy will serve to establish prohibitions against conducting District business or representing the District while under the influence of drugs or alcohol. Violation of this policy may result in disciplinary action up to and including termination.

Definitions

- Alcohol means any alcohol or alcoholic beverage as defined in the California Business and Professional Code Sections 23003 and 23004.
- Controlled Substance means alcohol, an illegal drug (under either California) or a drug which is defined as a controlled substance under federal law, such as cannabis, or an immediate precursor thereto.
- Conviction means a finding of guilt, including a plea of nolo contendere, or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal and state criminal statutes.
- Drug means any drug, including, but not limited to, an illegal drug, a controlled substance or a prescription or over-the-counter drug (legal drug) which is listed in any schedule in Sections 11054, 11055, 11056, 11057, or 11058 of the California Health and Safety Code.

–Illegal drug means any drug or immediate precursor which is specified or referenced in any provision of the California Uniform Controlled Substance Act (Division 10 of the Health and Safety Code) which may subject an individual to criminal penalties, or a legal drug which has not been obtained legally, is being used by an individual for whom it was not prescribed, or is not being used in a manner, combination, or quantity for which it was manufactured, prescribed, or intended.

–Legal drug means any over-the-counter or prescription drug which has been obtained legally and is being used in a manner, combination, and quantity for which it was manufactured, prescribed, or intended.

- Drug-Free Workplace means a site for the performance of work in which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- District Business means duties that are performed by an employee for the District, whether on or off District premises, including, but not limited to, events at which an employee represents the District in his/her official capacity and occasions when an employee uses property such as a vehicle owned by the District.

- Substance Abuse means the improper use of controlled substances or any other substance (including legal drugs) that impairs an employee's ability to safely and effectively perform the functions of a particular job.
- Under the Influence means an employee has a measurable amount of a controlled substance in his/her body or is exhibiting negative symptoms of use of a controlled substance or legal drug.

It is the policy of the District that:

- An employee performing District business shall not be under the influence of a controlled substance, or under the influence of a legal drug which interferes with the employee's ability to safely and effectively perform his/her duties.
- An employee's job performance or safety shall not be jeopardized in any way because another employee is conducting District business under the influence of a controlled substance.
- An employee shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- An employee shall not possess or consume an open container of alcohol or an illegal drug on District premises.
- An employee shall not allow an open container of alcohol or an illegal drug to be placed or carried in an District vehicle or in any vehicle over which an employee has control while conducting District business.
- An employee shall not sell, offer, or provide an illegal drug to another person while conducting District business.
- District prohibits the consumption of alcohol by employees while conducting District business, whether or not such consumption will cause the employee to be considered under the influence of alcohol. Employees representing District at social events or industry events are not prohibited from limited appropriate consumption of alcohol at those events.
- An employee shall not test positive for a controlled substance.
 - A. Application. This section applies to all District employees. Any District employees who fall within mandatory random testing requirements of the Department of Transportation regulations will also be subject to random testing as required by law and other District Policy.
 - B. Notice. All employees subject to testing for controlled substances and alcohol shall be individually notified, in advance and in writing, that they are subject to reasonable suspicion and/or post-accident testing while on duty.
 - C. Reasonable Suspicion Testing.
 1. A reasonable suspicion test must be based upon specific, contemporaneous, articulated observations concerning the appearance, behavior, speech, or body odors of the employee, or in

the event an accident occurs while an employee is driving a District vehicle, where there is reasonable suspicion that the driver of the vehicle may be under the influence of alcohol or other drugs. The observations must be made immediately prior to the determination that reasonable suspicion testing is warranted.

2. The observations must be made by a supervisor and District official who has received at least one hour training in identifying indicators of probable alcohol misuse plus at least one hour training in identifying indicators of probable controlled substance use.

3. Reasonable suspicion observations must be contemporaneous, i.e., they must be made just before, during, or just after the employee's performance of job-related duties.

4. Employees for whom a reasonable suspicion determination has been made will be placed on paid administrative leave pending test results.

5. Tests based on reasonable suspicion of alcohol misuse shall be promptly administered. If the test is not given within two hours following the reasonable suspicion determination, the employer shall prepare and maintain on file a statement of the reasons the test was not promptly administered. No test based on reasonable suspicion of alcohol misuse will be given that is not within eight hours of the reasonable suspicion determination.

6. A written record of the reasonable suspicion observations, dated and signed by all employees making the observations, must be made within 24 hours or before the results of the test are released, whichever is earlier. A copy of this record will be given to the employee when the results of the test are released.

7. The supervisor and District official who are making the reasonable suspicion observations shall not conduct the test or participate in the collection or chain of custody of any specimen for testing.

8. Testing shall occur at a testing facility or laboratory that is Department of Health and Human Services certified, and comply with all laboratory analysis procedures and quality control measures set forth in the regulations applicable to DOT random testing. See 49 C.F.R., part 40.

D. Miscellaneous.

1. A refusal to test shall be deemed a positive test. "Refusal" includes but is not limited to

- Refusal to provide a urine sample
- Inability to provide a urine sample without a valid medical explanation
- Refusal to complete and sign the testing consent form or otherwise act to interfere with the testing or prevent completion of the test
- Tampering with or attempting to adulterate the collection specimen or procedure
- Leaving the scene of an accident without obtaining permission from a supervisor, manager, or department director prior to the supervisor, manager, or department director making a determination whether to send the employee for post-accident testing.

2. Employees will not be docked pay nor will their leave be charged for time required to take the tests specified in this article. The employer will pay for the initial test. In the case of post-accident testing, the employee will be compensated at the appropriate rate of pay for the length of time required to complete the testing process.

3. The employee shall pay for all confirmatory testing of a split sample. In the event that the confirmatory test is negative, the employee will be reimbursed the cost of the test. The employee

has the following options for payment for this test: 1) Remit payment to the District, or 2) Request a payroll deduction.

4. The District will treat all test results as confidential medical records and recognize that these records may need to be released in the course of legal proceedings.

ATTACHMENT 4001.A1 MANAGER/SUPERVISOR EMPLOYMENT AGREEMENT NEW HIRE

CITRUS HEIGHTS WATER DISTRICT

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

This Employment Agreement effective _____, 20 pursuant to final execution by all parties, is between the Citrus Heights Water District, a public agency (“the DISTRICT”), and

_____, an individual (“EMPLOYEE”), and is intended to establish compensation, benefits, and terms and conditions of employment for [JOB TITLE]. The General Manager has the authority to employ and terminate the employment of EMPLOYEE. EMPLOYEE acknowledges that as an Executive, Manager, or Supervisor, EMPLOYEE is exempt from the Fair Labor Standards Act (FLSA). EMPLOYEE further agrees that EMPLOYEE is an at-will employee, serves at the pleasure of the General Manager, and EMPLOYEE can be terminated from employment with the DISTRICT with or without notice or cause, and with no rights of appeal. This Employment Agreement supersedes any and all written and verbal employment terms and conditions between the DISTRICT and EMPLOYEE commencing upon the effective date of EMPLOYEE's appointment to the position of [JOB TITLE].

RECITALS

WHEREAS, the DISTRICT desires to retain the service of EMPLOYEE as [JOB TITLE] [TITLE] of the DISTRICT, and EMPLOYEE consents to provide said services, subject to the terms and conditions of this Employment Agreement; and

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

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

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

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

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

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

1. TERM. The term of this Employment Agreement shall commence on upon being executed by EMPLOYEE and approved and executed by the General Manager. The term of employment is unspecified. This Employment Agreement shall remain in effect until such time as the employment is concluded by either party in accordance with the provisions of Section 5 of this Employment Agreement.

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

3. DUTIES AND RESPONSIBILITIES.

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

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

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

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

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

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

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

(f) Performance Evaluation. The General Manager shall provide EMPLOYEE with an evaluation of his/her performance annually or more frequently at the sole discretion of the General Manager. This evaluation shall detail EMPLOYEE's accomplishments and highlight areas for improvement, if any, from the last performance evaluation.

(i) Annual Written Goals and Policy Objectives. On or about the anniversary date of this Employment Agreement or on a schedule otherwise determined by the General Manager, the General Manager shall provide EMPLOYEE with a written summary of the goals he/she is to accomplish in the following calendar year and/or otherwise specified period of time. This written summary shall prioritize the goals to be accomplished and shall further state that such goals and policy objectives are to be completed within an expressed time period unless otherwise stated by the General Manager.

(ii) **Rewards and Recognition.** At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

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

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

(a) **Salary.** During the term of this Employment Agreement, EMPLOYEE will be paid the salary as specified in Exhibit B to this Employment Agreement. EMPLOYEE may receive salary merit increases at the discretion of the General Manager; however EMPLOYEE shall not be entitled to receive any merit increases during the term of this Employment Agreement if such an increase causes EMPLOYEE's compensation to exceed the maximum of the salary range for the position. EMPLOYEE's salary shall be paid pursuant to regularly established procedures, and as they may be amended by the DISTRICT at its sole discretion. EMPLOYEE's salary will be subject to modification by: (1) the same cost-of-living increase (COLA), if any, as approved by the DISTRICT for all DISTRICT employees; by (2) the amount of any salary merit increase, which may or may not coincide with a Performance Evaluation for [JOB TITLE]; by (3) an amount determined pursuant to a total compensation survey of similar positions; (4) an amount equal to the EMPLOYEE's mandated member contribution to CalPERS, currently set at seven percent (7%) of the EMPLOYEE's salary or gross wages; or by (5) any other means as determined at the sole discretion of the DISTRICT and approved in open session at a regular public meeting of the Board of Directors.

(b) **Rewards and Recognition.** At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

(c) **Benefits.** EMPLOYEE shall be provided the same types of benefits afforded by the DISTRICT to other regular full-time Executive / Manager / Supervisor class employees, which now exist or hereafter may be adopted or amended in accordance with the DISTRICT Policies,

except that in the event of any difference or conflict between such benefits and this Employment Agreement, the terms of this Employment Agreement will prevail.

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

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

(f) Professional Activity and Development. The DISTRICT desires EMPLOYEE to be reasonably active in national, statewide, regional and professional organizations that will contribute to EMPLOYEE's professional development and standing and that will contribute to the advancement of the DISTRICT's interests and standing. Toward that end, EMPLOYEE may, upon advance notice to and written approval by the General Manager, undertake such activities as are directly related to professional development and that advance the interests and standing of the DISTRICT. Provided however, that such activities do not in any way interfere with or adversely affect employment or the performance of his/her duties and responsibilities as provided herein. The DISTRICT agrees to reimburse EMPLOYEE's reasonable and necessary expenses for such activities, licenses, certification and/or education, upon advance notice to and written approval by the General Manager, and subject to available funds.

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

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

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

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

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

(e) Obligations at the Conclusion of Employment.

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

(ii) EMPLOYEE agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data) created on any medium and furnished to, obtained

by, or prepared by EMPLOYEE in the course of or incident to his employment, belongs to the DISTRICT and shall be returned promptly to the DISTRICT upon termination of employment except for copies of public records and notes which are in the personal custody of EMPLOYEE.

(iii) The representations and warranties contained in this Employment Agreement and EMPLOYEE's obligations shall survive the conclusion of employment and the expiration of this Employment Agreement.

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

(f) Severance Pay. In the event EMPLOYEE is terminated without "cause" or asked to resign without "cause" during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement as described in Exhibit C attached

hereto, to pay EMPLOYEE a lump sum cash payment equal to three (3) months of Salary as severance pay at EMPLOYEE's rate of pay at the time of severance. Payments required under this provision shall be subject to, and shall be interpreted to comply with the requirements set forth in Government Code section 53260, which limits the maximum cash settlement that the Employee may receive if the contract is terminated.

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

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

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

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

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

Exhibit A: Job Description for [JOB TITLE]

Exhibit B: Regular Salary Compensation
Exhibit C: Comprehensive General Release and Severance Agreement

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

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

DISTRICT's Notice Address:

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

EMPLOYEE's Notice Address:

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

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

13. CONSTRUCTION AND INTERPRETATION. The parties agree and acknowledge that this Employment Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Employment Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Employment Agreement.

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

CITRUS HEIGHTS WATER DISTRICT
EXECUTIVE/ MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT
EXHIBIT A
JOB DESCRIPTION FOR [JOB TITLE]

**CITRUS HEIGHTS WATER DISTRICT MANAGER / SUPERVISOR EMPLOYMENT
AGREEMENT**

EXHIBIT B

REGULAR SALARY COMPENSATION FOR [JOB TITLE]

Salary:

- \$ per hour
- \$ bi-weekly
- \$ monthly
- \$ per year

The Regular Salary Range for this position is from a bi-weekly base of \$__, (\$ per hour) to a bi-weekly maximum of \$-, (\$ per hour) pursuant to the District's Salary Schedule4101.A1.

Effective Date for Regular Salary Compensation: _____, 20

Payroll Authorization: _____

By:

General Manager/Secretary

Date

CITRUS HEIGHTS WATER DISTRICT MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT

EXHIBIT C

GENERAL RELEASE POLICY

Severance Pay. In the event EMPLOYEE is terminated without “cause,” as determined by the General Manager in his/her sole and unfettered discretion, or in the event EMPLOYEE is asked to resign during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Employment Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by EMPLOYEE, to pay EMPLOYEE a lump sum cash payment equal to three (3) months of Salary as severance pay. However, if EMPLOYEE is terminated because of conviction of any criminal offense or for “cause”, the DISTRICT shall have no obligation to pay severance pay.

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

The Comprehensive General Release and Settlement Agreement shall be a full and complete settlement of any and all claims, complaints, actions and charges arising out of EMPLOYEE’s employment with the DISTRICT and/or the termination thereof as provided for herein.

EMPLOYEE will agree that the payments constitute the entire amount of monetary consideration provided to EMPLOYEE and that he/she will not seek any further compensation for other claimed damage, costs, or attorney’s fees in connection with or related to EMPLOYEE employment with the DISTRICT. By way of example and not in limitation of the foregoing, released claims shall include any claims arising under Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; the Americans with Disabilities Act; the Vietnam Era Veterans Readjustment Assistance Act of 1974; or any successor or replacement statutes; the California Family Rights Act Of 1991; the Employee Retirement Income Security Act of 1974, as amended; the Workers Adjustment And Retraining Notification Act, as amended; the Fair Labor Standards Act and similar State and federal laws; the California Wage Payment Act, as amended; California Industrial Welfare Commission Wage Orders; and the California Fair Employment and Housing Act, that provides the right to an employee to bring charges, claims, or complaints against an employer if the employee believes they have been discriminated against on a number of bases including age, ancestry, color, religious creed, denial of family and medical care leave, disability, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin, race, sex, gender, gender identity, gender expression, or sexual orientation, as well as any claims asserting wrongful

termination, harassment, breach of contract, breach of the covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, defamation, invasion of privacy, and claims related to disability. Released Claims shall also include, but not be limited to, claims for wages or other compensation due, severance pay, rewards and recognition pay, sick leave pay, annual leave pay, management leave pay, life or health insurance, or any other EMPLOYEE benefits.

CITRUS HEIGHTS WATER DISTRICT

**DIRECTOR OF EMPLOYMENT AGREEMENT FOR
[JOB TITLE]**

This Employment Agreement effective _____, 20____ pursuant to final execution by all parties, is between the Citrus Heights Water District, a public agency (“the DISTRICT”), and

_____, an individual (“EMPLOYEE”), and is intended to establish compensation, benefits, and terms and conditions of employment for [JOB TITLE]. The General Manager has the authority to employ and terminate the employment of EMPLOYEE. EMPLOYEE acknowledges that as an Executive, Manager, or Supervisor, EMPLOYEE is exempt from the Fair Labor Standards Act (FLSA). EMPLOYEE further agrees that EMPLOYEE is an at-will employee, serves at the pleasure of the General Manager, and EMPLOYEE can be terminated from employment with the DISTRICT with or without notice or cause, and with no rights of appeal. This Employment Agreement supersedes any and all written and verbal employment terms and conditions between the DISTRICT and EMPLOYEE commencing upon the effective date of EMPLOYEE's appointment to the position of [JOB TITLE].

RECITALS

WHEREAS, the DISTRICT desires to retain the service of EMPLOYEE as [JOB TITLE] [JOB TITLE] of the DISTRICT, and EMPLOYEE consents to provide said services, subject to the terms and conditions of this Employment Agreement; and

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

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

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

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

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

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

1. TERM. The term of this Employment Agreement shall commence on upon being executed by EMPLOYEE and approved and executed by the General Manager. The term of employment is unspecified. This Employment Agreement shall remain in effect until such time as the employment is concluded by either party in accordance with the provisions of Section 5 of this Employment Agreement.

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

3. DUTIES AND RESPONSIBILITIES.

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

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

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

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

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

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

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

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

(iii) Annual Written Goals and Policy Objectives. On or about the anniversary date of this Employment Agreement or on a schedule otherwise determined by the General Manager, the General Manager shall provide EMPLOYEE with a written summary of the goals he/she is to accomplish in the following calendar year and/or otherwise specified period of time. This written summary shall prioritize the goals to be accomplished and shall further state that such goals and policy objectives are to be completed within an expressed time period unless otherwise stated by the General Manager.

(iv) Rewards and Recognition. At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

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

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

(c) Salary. During the term of this Employment Agreement, EMPLOYEE will be paid the salary as specified in Exhibit B to this Employment Agreement. EMPLOYEE may receive salary merit increases at the discretion of the General Manager; however EMPLOYEE shall not be entitled to receive any merit increases during the term of this Employment Agreement if such an increase causes EMPLOYEE's compensation to exceed the maximum of the salary range for the position. EMPLOYEE's salary shall be paid pursuant to regularly established procedures, and as they may be amended by the DISTRICT at its sole discretion. EMPLOYEE's salary will be subject to modification by: (1) the same cost-of-living increase (COLA), if any, as approved by the DISTRICT for all DISTRICT employees; by (2) the amount of any salary merit increase, which may or may not coincide with a Performance Evaluation for [JOB TITLE]; by (3) an amount determined pursuant to a total compensation survey of similar positions; (4) an amount equal to the EMPLOYEE's mandated member contribution to CalPERS, currently set at seven percent (7%) of the EMPLOYEE's salary or gross wages; or by (5) any other means as determined at the sole discretion of the DISTRICT and approved in open session at a regular public meeting of the Board of Directors.

(d) Rewards and Recognition. At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized,

contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

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

(d) **Cellular Telephone.** EMPLOYEE shall receive a DISTRICT provided cellular telephone for the DISTRICT's business. The EMPLOYEE's use of, cost to and compensation for a DISTRICT cell phone, if any, are subject to the terms of DISTRICT Policy.

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

(f) **Professional Activity and Development.** The DISTRICT desires EMPLOYEE to be reasonably active in national, statewide, regional and professional organizations that will contribute to EMPLOYEE's professional development and standing and that will contribute to the advancement of the DISTRICT's interests and standing. Toward that end, EMPLOYEE may, upon advance notice to and written approval by the General Manager, undertake such activities as are directly related to professional development and that advance the interests and standing of the DISTRICT. Provided however, that such activities do not in any way interfere with or adversely affect employment or the performance of his/her duties and responsibilities as provided herein. The DISTRICT agrees to reimburse EMPLOYEE's reasonable and necessary expenses for such activities, licenses, certification and/or education, upon advance notice to and written approval by the General Manager, and subject to available funds.

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

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

(b) **By the General Manager for "Cause."** The General Manager may terminate EMPLOYEE from employment with the DISTRICT for "cause" at any time. Said termination of employment shall be for "cause" if EMPLOYEE: (i) refuses or fails to act in accordance with any legal direction or order; (ii) exhibits unavailability for service in regard to his/her employment, materially unsatisfactory performance, misconduct, dishonesty, habitual neglect of

duty and responsibilities, gross insubordination or incompetence; (iii) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (iv) breaches any material term of this Employment Agreement.

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

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

(e) Obligations at the Conclusion of Employment.

(v) The DISTRICT shall pay EMPLOYEE all compensation due and owing through the last day actually worked, including an amount equal to the regular salary, and cash value of accrued leave balances EMPLOYEE would have earned and accrued as provided by then current DISTRICT policies, or as required by State or Federal law, through the balance of the above notice period, or through the remaining balance of the Employment Agreement if one is stated, whichever is less; the District shall pay EMPLOYEE all compensation then due and owing; thereafter, all of the DISTRICT's obligations under this Employment Agreement shall cease unless otherwise stated.

(vi) EMPLOYEE agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data) created on any medium and furnished to, obtained by, or prepared by EMPLOYEE in the course of or incident to his employment, belongs to the DISTRICT and shall be returned promptly to the DISTRICT upon termination of employment except for copies of public records and notes which are in the personal custody of EMPLOYEE.

(vii) The representations and warranties contained in this Employment Agreement and EMPLOYEE's obligations shall survive the conclusion of employment and the expiration of this Employment Agreement.

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

(f) Severance Pay. In the event EMPLOYEE is terminated without "cause" or asked to resign without "cause" during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement as described in Exhibit C attached

hereto, to pay EMPLOYEE a lump sum cash payment equal to six (6) months of Salary as severance pay at EMPLOYEE's rate of pay at the time of severance. Payments required under this provision shall be subject to, and shall be interpreted to comply with the requirements set forth in Government Code section 53260, which limits the maximum cash settlement that the Employee may receive if the contract is terminated.

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

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

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

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

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

- Exhibit A: Job Description for [JOB TITLE]
- Exhibit B: Regular Salary Compensation
- Exhibit C: Comprehensive General Release and Severance Agreement

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

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

DISTRICT's Notice Address:
6230 Sylvan Road
Citrus Heights, California 95610-5615 Fax: (916) 725-0345

EMPLOYEE's Notice Address:

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

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

13. CONSTRUCTION AND INTERPRETATION. The parties agree and acknowledge that this Employment Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Employment Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Employment Agreement.

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

authorized in writing by the Board of Directors to fulfill these obligations under this Employment Agreement.

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

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

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

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

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

CITRUS HEIGHTS WATER DISTRICT

By: Date
General Manager/Secretary

EMPLOYEE

By: Date

**CITRUS HEIGHTS WATER DISTRICT DIRECTOR OF _EMPLOYMENT
AGREEMENT**

EXHIBIT A

JOB DESCRIPTION FOR [JOB TITLE]

**CITRUS HEIGHTS WATER DISTRICT DIRECTOR OF _ EMPLOYMENT
AGREEMENT**

EXHIBIT B

REGULAR SALARY COMPENSATION FOR [JOB TITLE]

Salary:

- \$ per hour
- \$ bi-weekly
- \$ monthly
- \$ per year

The Regular Salary Range for this position is from a bi-weekly base of \$_,_ (\$ per hour) to a bi-weekly maximum of \$-_, (\$ per hour) pursuant to the District's Salary Schedule4101.A1.

Effective Date for Regular Salary Compensation: , 20

Payroll Authorization: By: _____

General Manager/Secretary

Date

**CITRUS HEIGHTS WATER DISTRICT DIRECTOR OF EMPLOYMENT
AGREEMENT**

EXHIBIT C

GENERAL RELEASE POLICY

Severance Pay. In the event EMPLOYEE is terminated without "cause," as determined by the General Manager in his/her sole and unfettered discretion, or in the event EMPLOYEE is asked to resign during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Employment Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by EMPLOYEE, to pay EMPLOYEE a lump sum cash payment equal to six (6) months of Salary as severance pay. However, if EMPLOYEE is terminated because of conviction of any criminal offense or for "cause", the DISTRICT shall have no obligation to pay severance pay.

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

The Comprehensive General Release and Settlement Agreement shall be a full and complete settlement of any and all claims, complaints, actions and charges arising out of EMPLOYEE's employment with the DISTRICT and/or the termination thereof as provided for herein.

EMPLOYEE will agree that the payments constitute the entire amount of monetary consideration provided to EMPLOYEE and that he/she will not seek any further compensation for other claimed damage, costs, or attorney's fees in connection with or related to EMPLOYEE employment with the DISTRICT. By way of example and not in limitation of the foregoing, released claims shall include any claims arising under Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; the Americans with Disabilities Act; the Vietnam Era Veterans Readjustment Assistance Act of 1974; or any successor or replacement statutes; the California Family Rights Act Of 1991; the Employee Retirement Income Security Act of 1974, as amended; the Workers Adjustment And Retraining Notification Act, as amended; the Fair Labor Standards Act and similar State and federal laws; the California Wage Payment Act, as amended; California Industrial Welfare Commission Wage Orders; and the California Fair Employment and Housing Act, that provides the right to an employee to bring charges, claims, or complaints against an employer if the employee believes they have been discriminated against on a number of bases including age, ancestry, color, religious creed, denial of family and medical care leave, disability, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin, race, sex, gender, gender identity, gender expression, or sexual orientation, as well as any claims asserting wrongful

termination, harassment, breach of contract, breach of the covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, defamation, invasion of privacy, and claims related to disability. Released Claims shall also include, but not be limited to, claims for wages or other compensation due, severance pay, rewards and recognition pay, sick leave pay, annual leave pay, management leave pay, life or health insurance, or any other EMPLOYEE benefits.

Attachment 4101.A1 SALARY SCHEDULE ADOPTED- EFFECTIVE MARCH 17, 2021

HOURLY AND MONTHLY* SALARY RANGE

JOB TITLE / JOB CLASS	2021 Base Hourly	2021 Base Monthly	2021 Maximum Hourly	2021 Maximum Monthly
<u>Organizational Leadership</u>				
General Manager (E)	83.52	14,477.59	112.76	19,545.69
Assistant General Manager (E)	69.94	12,123.79	94.43	16,367.88
<u>Accounting Series</u>				
Director of Finance/ Director of Finance and Administrative Services/ Director of Administrative Services (E)	63.59	11,021.28	85.85	14,880.06
Accounting Manager /Principal Accountant (E)	46.58	8,074.26	62.88	10,899.20
Senior Accountant (E)	39.86	6,908.80	53.81	9,325.55
Accountant	36.24	6,281.25	48.91	8,478.64
<u>Customer Service Series</u>				
Senior Customer Services Specialist	34.65	6,006.57	46.79	8,110.50
Customer Service Specialist	31.32	5,428.62	42.29	7,330.35
Customer Service Technician	25.89	4,486.34	34.95	6,058.07
<u>Engineering Technical Series</u>				
Project Manager (E)	53.90	9,342.45	72.76	12,612.58
Engineering Supervisor/Principal GIS Specialist (E)	41.98	7,276.35	56.67	9,822.98
Engineering/GIS Specialist	36.51	6,327.89	49.29	8,543.37
Engineering/GIS Technician	33.18	5,751.97	44.80	7,765.88
Engineering Aide	28.85	5,001.48	38.97	6,754.43

HOURLY AND MONTHLY* SALARY RANGE

JOB TITLE / JOB CLASS	2021 Base Hourly	2021 Base Monthly	2021 Maximum Hourly	2021 Maximum Monthly
<u>Construction Inspection Series</u>				
Construction Inspection Supervisor/Principal Construction Inspector (E)	40.83	7,076.66	55.12	9,554.44
Senior Construction Inspector	35.50	6,153.45	47.93	8,306.96
Construction Inspector	32.28	5,594.57	43.58	7,553.52
<u>Engineering Series</u>				
Director of Engineering /District Engineer (E)	69.94	12,123.79	94.43	16,367.88
Principal Civil Engineer (E)	63.59	11,021.28	85.85	14,880.06
Senior Civil Engineer (E)	57.81	10,021.77	78.04	13,527.67
Associate Civil Engineer (E)	52.56	9,110.00	70.95	12,297.36
Assistant Civil Engineer	45.71	7,921.67	61.71	10,695.10
Assistant Engineer	36.51	6,327.03	49.35	8,554.93
<u>Information Technology (IT) Series</u>				
Information Technology Manager (E)	49.86	8,642.68	67.31	11,667.91
Principal Information Technology Analyst (E)	45.33	7,856.81	61.19	10,605.45
Senior Information Technology Analyst	41.20	7,141.51	55.63	9,642.19
Information Technology Analyst	37.46	6,492.98	50.70	8,787.65
Information Technology Technician	31.22	5,411.45	42.15	7,305.55

HOURLY AND MONTHLY* SALARY RANGE

JOB TITLE / JOB CLASS	2021 Base Hourly	2021 Base Monthly	2021 Maximum Hourly	2021 Maximum Monthly
<u>Management Services (MS) Series</u>				
Administrative Services Manager/ Principal Management Analyst /Chief Board Clerk (E)	47.13	8,169.02	63.64	11,030.61
Senior Management Analyst (E)	40.98	7,103.57	55.34	9,592.61
Management Analyst	37.25	6,457.47	50.31	8,719.74
Management Technician	33.88	5,872.55	45.73	7,926.06
<u>Communications & Public Engagement Series</u>				
Communications & Public Engagement Manager /Principal Communications & Public Engagement Analyst (E)	47.13	8,169.02	63.64	11,030.61
Senior Communications & Public Engagement Analyst (E)	40.98	7,103.57	55.34	9,592.61
Communications and Public Engagement Analyst	37.25	6457.47	50.31	8719.74
Communications & Public Engagement Technician	33.88	5,872.55	45.73	7,926.06
<u>Water Distribution Series</u>				
Director of Operations (E)	63.59	11,021.28	85.85	14,880.06
Water Distribution Supervisor (E)	48.23	8,360.37	65.11	11,286.41

HOURLY AND MONTHLY* SALARY RANGE

JOB TITLE / JOB CLASS	2021 Base Hourly	2021 Base Monthly	2021 Maximum Hourly	2021 Maximum Monthly
Assistant Water Distribution Supervisor	41.23	7,147.23	55.66	9,647.91
Water Distribution Lead Worker/Operator	35.86	6,216.39	48.40	8,388.99
Water Distribution Operator II	32.59	5,649.88	44.00	7,627.92
Water Distribution Operator I	29.63	5,136.78	40.01	6,933.60
Water Distribution Worker	21.39	3,708.09	28.87	5,003.25
<u>Operations Specialist Series</u>				
Principal Operations Specialist	48.23	8,360.37	65.11	11,286.41
Senior Operations Specialist	43.84	7,599.30	59.18	10,258.29
Operations Specialist	37.65	6,525.41	50.81	8,808.62
Operations Technician	34.22	5,932.19	46.20	8,009.40
<u>Water Efficiency Series</u>				
Water Efficiency Supervisor (E)	37.77	6,548.29	50.99	8,839.15
Senior Water Efficiency Specialist	32.85	5,693.75	44.35	7,687.05
Water Efficiency Specialist	29.85	5,174.93	40.32	6,988.92
Water Efficiency Technician	27.15	4,705.69	36.64	6,351.82
<u>Water Resources Series</u>				
Water Resources Supervisor/Chief Operator (E)	48.23	8,360.37	65.11	11,286.41
Water Resources Specialist	34.27	5,941.72	46.28	8,020.85

HOURLY AND MONTHLY* SALARY RANGE

JOB TITLE / JOB CLASS	2021 Base Hourly	2021 Base Monthly	2021 Maximum Hourly	2021 Maximum Monthly
Water Resources Technician	31.16	5,401.91	42.06	7,290.29
<u>Miscellaneous Series</u>				
Intern	12.39	2,147.79	24.77	4,293.68

(E) = Exempt

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

INDEX

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4001	Employment Status Definitions	JULY 1, 1965	OCTOBER 20, 2021	(1) JANUARY 1, 1976; (2) JUNE 3, 1992; (3) JULY 24, 1995; (4) OCTOBER 11, 2005; (5) OCTOBER 14, 2018; (6) MARCH 24, 2016; (7) AUGUST 21, 2019
4005	Probationary Period Define	JUNE 3, 1992	OCTOBER 20, 2021	(1) JULY 24, 1995; (2) JUNE 10, 2008; (3) MARCH 10, 2009; (4) AUGUST 21, 2019
4010	Recruiting and Selection	JULY 1, 1965	AUGUST 21, 2019	(1) JANUARY 1, 1976; (2) JUNE 3, 1992; (3) AUGUST 9, 1995; (4) MARCH 18, 1997; (4) JUNE 10, 2008
4011	Equal Opportunity	JUNE 3, 1992	AUGUST 21, 2019	(1) JUNE 10, 2008; (2) JUNE 3, 1992
4012	Employment of Relatives	JUNE 3, 1992	AUGUST 21, 2019	(1) JULY 24, 1995; (2) JUNE 10, 2008; (3) MARCH 10, 2009
4013	Volunteer Program	AUGUST 12, 2014	AUGUST 21, 2019	

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4020	Rights and Responsibilities	JUNE 3, 1992	AUGUST 21, 2019	(1) JUNE 10, 2008
4040	Personnel Records and Privacy	JUNE 3, 1992	OCTOBER 20, 2021	(1) OCTOBER 17, 1995; (2) JUNE 10, 2008; (3) NOVEMBER 19, 2014; (4) AUGUST 21, 2019
4050	Employment Duration	JUNE 3, 1992	AUGUST 21, 2019	(1) OCTOBER 14, 2008
4090	Job Descriptions	JULY 10, 2012	AUGUST 21, 2019	(1) OCTOBER 20, 1998; (2) MARCH 16, 1999; (3) JUNE 10, 2008; (4) MAY 10, 2011; (5) JULY 12, 2011; (6) APRIL 10, 2012; (7) JULY 10, 2012
4101	Compensation/Reclassification/Positions	JULY 6, 1965	AUGUST 21, 2019	(1) JUNE 3, 1992; (2) JULY 24, 1995; (3) MAY 3, 1999; (4) OCTOBER 11, 2005; (5) FEBRUARY 28, 2006; (6) DECEMBER 8, 2009; (7) SEPTEMBER 13, 2016
4102	Salary Cost of Living Adjustments (COLA)	JUNE 3, 1992	OCTOBER 20, 2021	(1) OCTOBER 17, 1995; (2) MAY 3, 1999; (3) DECEMBER 8, 2003; (4) DECEMBER 14, 2004; (5) DECEMBER 13, 2005; (6) DECEMBER 12, 2006; (7) JANUARY 13, 2009; (8) DECEMBER 8, 2009; (9) AUGUST 21, 2019

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4103	Salary Merit Adjustments	JUNE 3, 1992	OCTOBER 20, 2021	(1) OCTOBER 17, 1995; (2) MAY 3, 1999; (3) OCTOBER 14, 2008; (4) JULY 10, 2012; (5) AUGUST 21, 2019
4105	Employee Recognition	APRIL 12, 2005	OCTOBER 20, 2021	(1) AUGUST 21, 2019
4110	Hours of Work	JUNE 3, 1992	AUGUST 21, 2019	(1) NOVEMBER 7, 1995; (2) OCTOBER 14, 2008; (3) APRIL 13, 2010
4111	Lunch and Rest Periods	JUNE 3, 1992	AUGUST 21, 2019	(1) OCTOBER 6, 1998; (2) JUNE 10, 2008; (3) APRIL 13, 2010
4112	Overtime Pay	JUNE 3, 1992	OCTOBER 20, 2021	(1) MAY 24, 1995; (2) OCTOBER 17, 1995; (3) MAY 13, 1997; (4) OCTOBER 17, 2002; (5) FEBRUARY 28, 2006; (6) OCTOBER 14, 2008; (7) MARCH 10, 2009; (8) APRIL 13, 2010; (9) OCTOBER 11, 2011; (10) JANUARY 12, 2016; (11) SEPTEMBER 13, 2016; (12) AUGUST 21, 2019

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4113	Payroll	JUNE 3, 1992	OCTOBER 20, 2021	(1) JANUARY 7, 1986; (2) JULY 24, 1995, (3) FEBRUARY 3, 1998; (4) MAY 13, 2008; (5) APRIL 13, 2010; (6) NOVEMBER 19, 2014; (7) AUGUST 21, 2019
4120	Standby Duty	JUNE 3, 1992	OCTOBER 20, 2021	(1) OCTOBER 17, 1995; (2) JANUARY 2, 1996; (3) DECEMBER 7, 1999; (4) JUNE 10, 2008; (5) APRIL 13, 2010; (6) DECEMBER 9, 2014; (7) JANUARY 12, 2016; (8) AUGUST 21, 2019
4200	Employee Insurance Benefits	JUNE 3, 1992	AUGUST 21, 2019	(1) JUNE 20, 2008; (2) NOVEMBER 19, 2014

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4210	Health Insurance	JANUARY 7, 1986	AUGUST 21, 2019	(1) JUNE 3, 1992; (2) JULY 24, 1995; (3) JANUARY 16, 2001; (4) JANUARY 8, 2002; (5) JANUARY 7, 2003; (6) JANUARY 13, 2004; (7) JANUARY 11, 2005; (8) MAY 10, 2005 (9) JANUARY 10, 2006; (10) JANUARY 9, 2007; (11) JUNE 10, 2008; (12) JANUARY 11, 2011; (13) JANUARY 10, 2012; (14) JANUARY 8, 2013; (15) JANUARY 14, 2014; (16) DECEMBER 9, 2014; (17) JANUARY 13, 2015; (18) JANUARY 10, 2017; (19) APRIL 11, 2017; (20) JANUARY 16, 2019
4211	Dental Insurance	JANUARY 7, 1986	AUGUST 21, 2019	(1) JUNE 3, 1992; (2) JULY 24, 1995; (3) JUNE 10, 2008; (4) DECEMBER 13, 2016; (5) JANUARY 16, 2019
4212	Vision Insurance	JUNE 3, 1992	AUGUST 21, 2019	(1) JULY 24, 1995; (2) JUNE 10, 2008; (3) DECEMBER 13, 2016; (4) JANUARY 16, 2019
4220	Life Insurance and Accidental Death and Dismemberment Insurance	JANUARY 7, 1986	AUGUST 21, 2019	(1) JUNE 3, 1992; (2) OCTOBER 17, 1995; (3) JUNE 10, 2008; (4) DECEMBER 5, 2016; (5) JANUARY 16, 2019

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4222	Disability Insurance	JANUARY 7, 1986	AUGUST 21, 2019	(1) JUNE 3, 1992; (2) JULY 24, 1995; (3) JUNE 10, 2008; (4) DECEMBER 13, 2016; (5) JANUARY 16, 2019
4223	Workers' Compensation Insurance	JANUARY 7, 1986	AUGUST 21, 2019	(1) JUNE 3, 1992; (2) JULY 1, 1997; (3) JUNE 10, 2008
4301	Annual Leave	JULY 1, 1965	OCTOBER 20, 2021	(1) JANUARY 1, 1976; (2) JUNE 3, 1992; (3) OCTOBER 17, 1995; (4) JULY 6, 1999; (5) OCTOBER 14, 2008; (6) APRIL 13, 2010; (7) JUNE 12, 2012; (8) DECEMBER 9, 2014; (10) AUGUST 21, 2019
4302	Management Leave	JUNE 3, 1992	AUGUST 21, 2019	(1) MAY 24, 1995; (2) OCTOBER 17, 1995; (3) NOVEMBER 7, 1995; (4) JULY 20, 1999; (5) OCTOBER 14, 2008; (6) APRIL 13, 2010; (7) JUNE 12, 2012; (8) DECEMBER 9, 2014
4303	Compensatory Time-Off (CTO)	JUNE 3, 1992	AUGUST 21, 2019	(1) MAY 24, 1995; (2) OCTOBER 17, 1995; (3) NOVEMBER 7, 1995; (4) JULY 20, 1999; (5) JUNE 10, 2008; (6) OCTOBER 14, 2008; (7) NOVEMBER 19, 2014
4305	Administrative Leave	OCTOBER 14, 2008	AUGUST 21, 2019	(1) JULY 10, 2012

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4308	Pregnancy Disability Leave	AUGUST 21, 2019	AUGUST 21, 2019	
4309	California Family Leave Act	JANUARY 20, 2021	OCTOBER 20, 2021	(1) JANUARY 20, 2021
4310	Sick Leave	JULY 1, 1965	AUGUST 21, 2019	(1) MARCH 3, 1981; (2) JUNE 3, 1992; (3) JULY 24, 1995; (4) NOVEMBER 7, 1995; (5) JULY 20, 1999; (6) JUNE 10, 2008; (7) APRIL 13, 2010
4311	Compassionate Leave	JUNE 3, 1992	AUGUST 21, 2019	(1) JULY 24, 1995; (2) JULY 20, 1999; (3) OCTOBER 14, 2008
4312	Catastrophic Illness/Injury Leave Donation	JULY 20, 1999	AUGUST 21, 2019	(1) DECEMBER 9, 2014; (2) JUNE 20, 2008
4320	Court Appearance	JUNE 3, 1992	AUGUST 21, 2019	(1) JULY 20, 1999; (2) JUNE 10, 2008

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4321	Jury Service Leave	JULY 1, 1965	AUGUST 21, 2019	(1) JUNE 3, 1992; (2) JUNE 10, 2008; (3) DECEMBER 9, 2014; (4) DECEMBER 8, 2015
4325	Military Duty Leave of Absence	JULY 1, 1965	AUGUST 21, 2019	(1) JUNE 3, 1992; (2) OCTOBER 17, 1995; (3) JUNE 10, 2008
4330	Personal Leave of Absence	AUGUST 2, 1983	OCTOBER 20, 2021	(1) JUNE 3, 1992; JUNE 10, 2008; (3) OCTOBER 14, 2008; (4) AUGUST 21, 2019
4350	Holidays	APRIL 13, 2010	AUGUST 21, 2019	(1) JANUARY 6, 1976; (2) JUNE 3, 1992; (3) JULY 24, 1995; (4) JUNE 10, 2008; (5) APRIL 13, 2010
4401	Education Assistance Program	JUNE 3, 1992	OCTOBER 20, 2021	(1) AUGUST 9, 1995; (2) NOVEMBER 7, 1995; (3) JANUARY 5, 1999; (4) JUNE 8, 2004; (5) OCTOBER 14, 2008; (6) DECEMBER 14, 2010; (7) NOVEMBER 19, 2014; (8) JANUARY 10, 2017; (9) AUGUST 21, 2019
4411	Deferred Compensation	JUNE 3, 1992	AUGUST 21, 2019	(1) JUNE 10, 2008; (2) NOVEMBER 19, 2014

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4420	Employee Tools and Safety Equipment	JUNE 3, 1992	OCTOBER 20, 2021	(1) AUGUST 9, 1995; (2) JANUARY 2, 1996; (3) MAY 13, 2008; (4) OCTOBER 14, 2008; (5) FEBRUARY 14, 2012; (6) NOVEMBER 10, 2015; (7) AUGUST 21, 2019
4430	Employee Suggestions	JUNE 3, 1992	AUGUST 21, 2019	(1) AUGUST 9, 1995; (2) JUNE 10, 2008
4440	Membership in Professional and Technical Societies/Associations	JUNE 3, 1992	AUGUST 21, 2019	(1) JUNE 10, 2008
4450	Telephone Calls	JUNE 3, 1992	OCTOBER 20, 2021	(1) JUNE 10, 2008; (2) AUGUST 21, 2019
4501	Standards of Conduct	JUNE 3, 1992	OCTOBER 20, 2021	(1) JUNE 10, 2008; (2) NOVEMBER 19, 2014
4511	Attendance	JUNE 3, 1992	AUGUST 21, 2019	(1) AUGUST 9, 1995; (2) JUNE 10, 2008

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4512	Harassment/Discrimination Prevention	AUGUST 21, 2019	OCTOBER 20, 2021	(1) AUGUST 21, 2019
4513	Disciplinary Procedures	JANUARY 6, 1976	OCTOBER 20, 2021	(1) JUNE 3, 1992; (2) AUGUST 9, 1995; (3) JUNE 10, 2008; (4) AUGUST 21, 2019
4514	Grievance Procedure	JUNE 3, 1992	OCTOBER 20, 2021	(1) AUGUST 9, 1995, (2) JUNE 10, 2008; (3) MARCH 24, 2016; (4) AUGUST 21, 2019
4520	Employee Conflict of Interest	JUNE 3, 1992	OCTOBER 20, 2021	(1) JUNE 10, 2008
4530	Uniforms and Dress Code	JUNE 3, 1992	AUGUST 21, 2019	(1) OCTOBER 14, 2008; (2) OCTOBER 11, 2011
4600	Training & Development		AUGUST 21, 2019	

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4601	Employee Orientation	JUNE 3, 1992	AUGUST 21, 2019	(1) OCOTBER 14, 2008
4610	Performance Evaluations	JUNE 3, 1992	AUGUST 21, 2019	(1) AUGUST 9, 1995; (2) OCTOBER 14, 2008; (3) July 10, 2012; (4) DECEMBER 13, 2016
4611	Promotions	JUNE 3, 1992	AUGUST 21, 2019	(1) AUGUST 9, 1995; (2) JUNE 10, 2008; (3) OCTOBER 14, 2008
4701	Safety Officer	JUNE 3, 1992	AUGUST 21, 2019	(1) JUNE 10, 2008; (2) NOVEMBER 1, 2016
4702	Injury and Illness Prevention	JUNE 3, 1992	AUGUST 21, 2019	(1) AUGUST 7, 2001; (2) MAY 8, 2007
4703	Injury and Illness Reporting	JUNE 3, 1992	AUGUST 21, 2019	(1) MAY 8, 2007; (2) NOVEMBER 19, 2014

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4710	Smoking in the Workplace	JUNE 3, 1992	AUGUST 21, 2019	(1) JUNE 10, 2008
4730	Return to Work Program	MARCH 9, 2004	AUGUST 21, 2019	(1) JUNE 10, 2008
4740	Reasonable Accommodations	AUGUST 21, 2019	OCTOBER 20, 2021	(1) AUGUST 21, 2019
4800	Employee Separation	JUNE 3, 1992	OCTOBER 20, 2021	(1) OCTOBER 17, 1995; (2) JUNE 10, 2008; (3) NOVEMBER 19, 2014
4810	Layoff or Reduction of Work Force	JULY 1, 1965	AUGUST 21, 2019	(1) JANUARY 1, 1976; (2) MARCH 3, 1981; (3) JUNE 3, 1992; (4) OCTOBER 17, 1995; (5) JUNE 10, 2008; (6) OCTOBER 14, 2008
4820	California Public Employee's Retirement System	JANUARY 7, 1986	OCTOBER 20, 2021	(1) JUNE 3, 1992; (2) OCTOBER 17, 1995; (3) FEBRUARY 6, 2001; (4) JUNE 10, 2008; (5) FEBRUARY 12, 2013; (6) NOVEMBER 19, 2014; (7) SEPTEMBER 13, 2016; (8) AUGUST 21, 2019

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4830	Insurance Benefits for Retirees Retiring Between 06/03/92-03/19/96	JUNE 3, 1992	AUGUST 21, 2019	(1) MARCH 19, 1996; (2) JUNE 10, 2008
4831	Insurance Benefits for Retirees after 03/19/96	MARCH 19, 1996	OCTOBER 16, 2019	(1) JANUARY 16, 2001; (2) JANUARY 8, 2002; (3) JANUARY 7, 2003; (4) JANUARY 1, 2004; (5) FEBRUARY 10, 2004; (6) DECEMBER 13, 2005; (7) DECEMBER 12, 2006; (8) DECEMBER 11, 2007; (9) JANUARY 13, 2009; (10) DECEMBER 8, 2009 (11) DECEMBER 14, 2010; (12) DECEMBER 13, 2011; (13) DECEMBER 11, 2012; (14) DECEMBER 10, 2013; (15) DECEMBER 9, 2014; (16) DECEMBER 08, 2015; (17) JANUARY 10, 2017; (18) JANUARY 1, 2018; (19) JANUARY 16, 2019; (20) AUGUST 21, 2019; NOVEMBER 18, 2020
4901	Employee Expenses/Per Diem Reimbursement	JUNE 3, 1992	JUNE 17, 2020	(1) OCTOBER 17, 1995; (2) OCTOBER 17,2002; (3) JUNE 10, 2008; (4) DECEMBER 14, 2010; (5) SEPTEMBER 11, 2012; (6) AUGUST 21,2019

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4911	District Vehicle and Equipment Assignment	JUNE 3, 1992	NOVEMBER 19, 2014	(1) OCTOBER 6, 1998; (2) JUNE 10, 2008
4912	Employee Parking	JUNE 3, 1992	JUNE 10, 2008	(1) OCTOBER 17, 1995
4930	Computer Use and Internet Access	MARCH 4, 2003	OCTOBER 20, 2021	(1) JUNE 10, 2008; (2) NOVEMBER 19, 2014
4931	Voice Mail and Electronic Mail	MARCH 4, 2004	OCTOBER 20, 2021	(1) JUNE 10, 2009; (2) NOVEMBER 19, 2014
4932	Mobile Devices	MARCH 11, 2008	OCTOBER 20, 2021	(1) APRIL 22, 2016; (2) NOVEMBER 14, 2018
4940	Reasonable Suspicion Drug/Alcohol Testing	AUGUST 21, 2019	OCTOBER 20, 2021	(1) AUGUST 21, 2019

ATTACHMENT 4

Red-Lined Accounts Receivable Policies

CITRUS HEIGHTS WATER DISTRICT
ACCOUNTS RECEIVABLE POLICIES MANUAL

7120.00 CUSTOMER ACCOUNT DEPOSITS

The purpose of the Customer Account Deposit Policy is to ~~assess the credit risk associated with new or existing accounts in order to~~ protect the ~~assets of the District~~District's revenue from losses due to nonpayment of water service charges. It is the policy of the District to shift the financial burden of potential bad debt to those who pose a ~~credit~~greater risk of nonpayment.

7120.10 Customer Deposit Criteria

Deposits, as defined in Section 7120.20 of this policy, may be required as determined by the General Manager or his or her designee.

- A. A deposit shall be required on all locations that are tenant occupied and are billed to the tenant per the Owner/Tenant Agreement on file. It will be the responsibility of the owner to pay the deposit. The deposit will be retained for the duration of that or any subsequent Owner/Tenant Agreement and not subject to refunds as set forth in section 7120.40.
 - 1. Where a tenant agrees to be billed as the customer due to the owner's delinquency, pursuant to ~~CA~~ Health & Safety Code section 116916(b), a deposit shall be assessed to both the owner and the new tenant. The deposit will be retained for the duration of that tenant's tenancy and not subject to refunds as set forth in section 7120.40.
- B. A deposit may be required for a new account whose owner has a delinquent balance on a previously established account.
- C. A deposit may be required on an existing account as a result of a qualifying event as determined by the General Manager or his or her designee. A qualifying event is defined as:
 - 1. Any customer, who has no deposit, and has had a payment rejected from their financial institution twice in any twelve (12) month period or;
 - 2. Any customer, who has no deposit, ~~and~~whose property has been liened or had ~~their water~~unpaid service ~~terminated for non-payment~~charges added as a special assessment due to delinquent balances.

7120.20 Deposit Amounts

All deposits shall be charged in an amount set forth in the District's Water Rates and Miscellaneous Charges and Fees. This amount shall be sufficient to cover the anticipated losses.

Simple interest will be credited to customer deposit balances based on the annualized rate of return for the State of California Local Agency Investment Fund (LAIF). The interest rate shall be adjusted every three (3) months following the end of the calendar quarter.

7120.30 Deposit Payment Plan

The District may extend payment plans for deposits [held under Section 7120.10 \(B\) or 7120.10 \(C\)](#), at the sole discretion of the General Manager or his or her designee.

7120.40 Deposit Duration

Deposits held as a result of Policy 7120.10 (A) will be held until either the account is no longer billed to tenants, or the account is closed. Deposits held under ~~Policy~~[Section 7120.10 \(B\) or 7120.10 \(C\)](#) will be held until a period of one (1) year has passed with no qualifying events and no penalties assessed, or until the account is closed.

The deposit will be credited to their current account or by written request from the owner will be refunded to the customer within thirty (30) days upon approval by the General Manager or his or her designee.

7120.50 Deposit Procedures Upon Closing of Account

Upon closing of account, the deposit will be applied against any unpaid balance on that account. ~~Any remaining balance first, and, if applicable, any delinquent balances on an owner's other accounts second. If any amount of the deposit remains, it~~ will be returned to the customer within thirty (30) days. Upon written request from the owner, ~~any~~[remaining balance—on amount of](#) the deposit may be transferred to another account [belonging to the owner](#) upon approval by the Assessor/Collector or his or her designee.

[7120.60](#) [Unclaimed Deposits](#)

[In the event a refunded deposit is not claimed, those funds shall be subject to Government Code section 50050 et seq.](#)

7170.00 GENERAL BILLING PROCEDURES FOR BIMONTHLY ACCOUNTS

DESCRIPTION: Bimonthly Metered Accounts.

Citrus Heights Water District will administer the following guidelines when applicable to bimonthly accounts.

7170.01 Responsible Party for Water Charges

The property owner is responsible for all water charges incurred for water service, not the person(s) incurring the obligation. Citrus Heights Water District will bill the property owner(s), of said parcel, for all water charges. The District will, with the proper written authorization from the owner(s), mail bills directly to the tenant(s) or an authorized representative such as a property management company.

A. Pursuant to ~~California~~ Health & Safety Code section 116916 (b), the District will mail bills directly to the tenant of a residential property if ~~a Notice of Intent to Terminate has been delivered to the property~~services remain unpaid, and:

1. For a single family residence, the tenant can provide a valid lease agreement, and agrees in writing to the District's terms and conditions of service.
2. For a multi-family residence, if one or more of the tenants are willing and able to assume responsibility for the subsequent charges for water service to the satisfaction of the District, or if there is a physical means, legally available to the District, of selectively terminating service to those tenants who have not met the requirements for service, the District will make service available to the occupants who have met those requirements. The tenant must provide a valid lease agreement and agree in writing to the District's terms and conditions of service.

7170.02 Payments to Incorrect Accounts

If the District has been notified or discovers that a payment has been applied to an incorrect account, and the District is responsible for the misapplication, the District will correct this payment and remove any penalties or costs that have accrued. If the District concludes that the payor was responsible for the misapplication, it is the payor's responsibility to resolve the issue between the accounts involved.

7170.03 Financial Institution Rejected Payment

If a payment is returned or rejected by a customer's financial institution, the District will notify the customer by letter, sent through the U.S. mail, giving ten (10) calendar days to correct this matter. The District will also charge the customer for all financial institution fees, as well as the District's current fee for ~~returned checks~~rejected payments as set forth in the District's Water Rates and Miscellaneous Charges and Fees.

If the matter is not resolved within ten (10) calendar days, the District will proceed with delinquent account procedures as set forth in Section 7170.05 of this Policy. If a customer, who is participating in the autopay program, has a payment that is rejected by the financial institution twice within a twelve month period, the customer's participation in the autopay program will be cancelled. Customers whose participation in the autopay program is cancelled will be notified by letter sent through the U.S. mail.

[A deposit will be required for accounts with more than one rejected payment in a 12-month period, in accordance with Policy 7120.10.](#)

7170.04 Bimonthly Billing

All water service accounts will be billed on a bimonthly basis (every two months, six times per year). The bimonthly bill will be due on the due date specified on the bill, which will be 20 days from the date the bill is prepared. Bills will be determined based on the rates

and charges that are in effect for the dates for which the customer is being billed.

Bills are due and payable at the time of presentation, and are delinquent if not paid by the due date specified on the bill which will be 20 days from the date the bill is prepared. The District must receive payment at the District Office by the specified due date; postmarks are not acceptable.

7170.05 Delinquencies

All customers who have not paid their bimonthly bill by the due date specified on the bill are considered delinquent and will be mailed a past-due notice within ten (10) calendar days after the bill becomes delinquent. A late-payment penalty, calculated as a percentage in an amount set forth in the District's current Water Rates and Miscellaneous Charges and Fees will be assessed and added to the amount due on the past-due notice. Interest on late payments shall be waived once every twelve (12) months for customers whose household income is below 200 percent of the federal poverty line. The full amount due, including late-payment penalty, will be due in fifteen (15) days from the date of mailing.

~~All customers who have not paid their past due balance by the past due notice due date will have a Notice of Intent to Terminate Water Service delivered to the service address not less than seven (7) business days prior to the projected water service termination date. A copy of the Notice may also be sent to the mailing address of non resident owners or to billing addresses different from the service address. The Notice of Intent to Terminate Water Service will inform the customer that water service will be terminated or restricted if payment has not been received by the District by the due date specified on the Notice. The Notice will contain the following items:~~

- ~~• Customer's name and address~~
- ~~• Amount that is past due~~
- ~~• Date by which payment or payment arrangements are required to avoid discontinuation of service~~
- ~~• Description of the process to apply for an amortization plan~~
- ~~• Description of the process to dispute or appeal a bill~~
- ~~• District phone number and a web link to the District's written collection policy~~

~~Customers who are delivered a Notice of Intent to Terminate Water Service will have a fee assessed in an amount set forth in the District's Water Rates and Miscellaneous Charges and Fees and added to the amount due.~~

~~The District will proceed with termination or restriction of water service as set forth in Policy 7270, Service Termination / Re-Establishment Procedures with all customers who have not paid the outstanding balance and all incurred charges and fees by the due date stated on the Notice.~~

7170.06 Payment Acceptance

All payments for regular billing, past due notices ~~and Notices of Intent to Terminate Water Service~~ must be received in the District office by the close of business on the due date. Payments delivered by mail will not be considered as paid until they are received in the

District office; postmarks prior to the due date are not considered payment on time. Payments delivered by mail to the District's post office box on or before the due date are considered payment on time.

7170.07 Overpayments

The District, upon receipt of a payment that exceeds the amount currently due on the account, will apply the overpayment as a credit to the account. Credit balances will be refunded only upon written request of the customer, or when a credit balance exists at the time a customer account is closed and after all charges on the closed account have been satisfied.

7170.08 Underpayment

The District may, at its sole discretion, accept underpayment or partial payment of balances due on accounts. Underpayments or partial payments are not a substitute for full payment of amounts due by the due dates, and will not avoid late payment penalties ~~or service termination~~ if the amount due on the account is not paid by the due dates. Payments will be applied to the oldest outstanding balances on the account.

7170.09 Payment Plan Agreements

The District may, at its sole discretion, enter into payment plan agreements with customers as a means of allowing the customer to continue to receive water service while paying past-due amounts in installments. It is the sole responsibility of the customer to remember payment amounts and dues dates. Failure to make payment before close of business on the payment due date shall result in making the special payment plan null and void, placing the account into delinquent status and making it subject to the provisions of Section 7170.06, et seq., of this Policy. ~~The District will proceed with a Notice of Intent to Terminate Water Service and water service termination or restriction procedures as set forth in District Policy 7270, Service Termination / Re-establishment Procedures.~~

7170.10 Certificate of Sale (Lien)

After all collection procedures have been followed and an account has an unpaid balance remaining, the District may file Certificates of Sale on the parcel (Water Code Section: 26125). The District will mail a certified letter to the owner(s) for which a Certificate of Sale has been filed including a copy of the Certificate of Record for the delinquent account.

7170.11 Certificate of Redemption

On receipt of payment for a Certificate of Sale, the District will prepare in duplicate a Certificate of Redemption. The Certificate of Redemption shall be recorded in the office of the county recorder of the county in which the property is situated (Water Code Section 26225), with a copy provided to the payor.

7170.12 Special Assessment

~~7171.00 BILLING FOR BI-MONTHLY METERED APARTMENT COMPLEX AND MOBILE HOME DEVELOPMENT ACCOUNTS~~

~~**DESCRIPTION:-** APARTMENT COMPLEXES:- A multiple dwelling unit consisting of three (3) units or more which are not individually owned.
MOBILE HOME DEVELOPMENT:- Dwellings which reside in a multi-unit mobile home development.~~

~~Citrus Heights Water District will bill apartment complex and mobile home development accounts on a bi-monthly basis based on the total amount of cubic feet of water consumption. Each bi-monthly statement will cover the prior two (2) months water service as noted on the bill. Bills will be mailed on or about the twentieth calendar day of the month. Additional billing procedures for bi-monthly apartment complex and mobile home development accounts will be in accordance with the General Billing Procedures for Bi-Monthly Accounts Policy No. 7170.~~

~~After all collection procedures have been followed and an account has an unpaid balance remaining, the District may also place unpaid charges on the property tax rolls under the procedures set forth in Water Code Section 25806.~~

~~7172.00 BILLING PROCEDURES FOR BI-MONTHLY METERED COMMERCIAL AND IRRIGATION ACCOUNTS~~

~~**DESCRIPTION:-** 1. A metered commercial business establishment.
2. A metered landscape irrigation service.~~

~~Citrus Heights Water District will bill metered commercial and irrigation accounts on a bi-monthly basis based on the total amount of cubic feet of water consumption. Bills will be mailed on or about the twentieth calendar day of the month. Each bi-monthly statement will cover the prior two (2) months' water service as noted on the bill. Additional billing procedures for bi-monthly metered commercial and irrigation accounts will be in accordance with the General Billing Procedures for Bi-Monthly Accounts Policy No. 7170.~~

~~7173.00 BILLING PROCEDURES FOR BI-MONTHLY METERED GOVERNMENTAL ACCOUNTS~~

~~**DESCRIPTION:-** Governmental Services as defined in Policy 8420~~

~~Citrus Heights Water District will bill metered governmental accounts on a bi-monthly basis based on the total amount of cubic feet of water consumed, except for Citrus Heights Water~~

~~District accounts. Bills will be mailed on or about the twentieth calendar day of the month. Each bi-monthly statement will cover the previous two (2) months' water service as noted on the bill. Additional billing procedures for bi-monthly metered governmental accounts will be in accordance with the General Billing Procedures for Bi-Monthly Accounts Policy No. 7170.~~

7180.00 WATER METER READING

7180.01 Water Meter Reading Frequency and Routes

Water meters shall typically be read for purposes of billing every two months (bi-monthly) or as otherwise determined by the General Manager or his or her designee. Meter reading routes and schedules shall be established at the sole discretion of the District.

7180.02 Water Meter Reading Schedules and Cycles

Water meter reading schedules and cycles shall be established at the sole discretion of the District. The District will not consider moving of customer accounts among meter reading schedules and cycles other than those established by the District. The District reserves the right to read water meters at any time or with any frequency.

7180.03 Water Meter Accessibility

Customers are responsible for making the District's water meter accessible to the District for reading, and shall maintain accessibility to the meter at all times.

In circumstances where the water meter is not accessible, the District shall deliver a notice to the customer requesting that access be made available; for example, by removal of obstructions (vehicles, vegetation, landscape materials, etc.) or by unlocking gates or securing pets.

Fines for non-compliance with water meter accessibility may be levied at the discretion of the General Manager or his or her designee, as set forth in the Water Rates and Miscellaneous Charges and Fees for the District. Moreover, the District may access the meter, subject to any legal requirements such as obtaining an abatement warrant, to read or repair the meter. Lastly, the District may terminate water service for refusal to permit access to read the meter. [Any costs incurred by the District to obtain access to the property or terminate water service shall be charged to the customer.](#)

7180.04 Estimating Water Meter Readings

The District shall attempt to use actual water meter readings for billing purposes whenever possible and practical. When an actual water meter reading is not available, the General Manager or his or her designee may use an estimated water meter reading for billing purposes.

Estimated meter readings may be used in circumstances such as broken or missing water meter register; inaccessibility of water meter to obtain a reading, or when otherwise deemed necessary and prudent by the General Manager or his or her designee.

When an estimated meter reading is deemed necessary, the following schedule shall be applied:

First occurrence: Three year average of water usage for same billing cycle.

Subsequent occurrences: Double the water usage from previous bill.

When an actual meter read is obtained, the difference of the actual read and the estimated read will be credited/billed as applies.

7180.05 Water Meter Re-Reads

Re-reading of water meters is defined as any water meter reading that occurs outside of the routine water meter reading schedule or cycle for that meter.

The District reserves the right to read or re-read a customer's meter at any time or to replace an existing touch read meter register with a radio read meter register.

Customer requests for a water meter re-read shall be honored in accordance with the following procedure:

1st Request for a re-read of a District water meter: The District shall re-read the water meter at no charge as soon as practical. If the reading is found to be in error, the District will correct the account information and adjust the account accordingly. If the reading is not found to be in error, the customer will be given the opportunity to complete a water efficiency review provided by the District.

2nd Request for a re-read in any period of 36 consecutive calendar months beginning with the date of the first re-read: A re-read charge shall be applied to the customer's next billing statement as set forth in the District's rates and charges adopted by the Board of Directors, unless the reading in question is found to be in error. If the reading is found to be in error, the District will correct the account information and adjust the account accordingly. If the reading was not in error, the reread charge shall be applied. The customer may request a credit to their account in the amount of the charge if they complete a water efficiency review provided by the District at no charge within 60 days of the customer's 2nd request for a re-read within the 36 month period as outlined above. The 60 day time limit may be extended at the discretion of the District.

3rd and subsequent re-read requests in any period of 36 consecutive calendar months beginning with the date of the first re-read: A re-read charge shall be applied to the customer's next billing statement as set forth in the District's rates and charges adopted by the Board of Directors, unless the reading in question is found to be in error.

7200.00 ESTABLISHING AND CLOSING CUSTOMER ACCOUNTS

7200.10 Application for Customer Account

7200.11 ~~Written~~ Application for Service

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

7200.12 Application Fee

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

7200.20 Approval of Application for Customer Account

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

7200.30 Customer Account Deposits

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

7200.40 Closing Customer Accounts

7200.41 Written Request for Closure of Account

A request for closure of account must be submitted for the District to close an account. The District shall ~~discontinue water service to the service address and~~ prepare a final billing pursuant to ~~written~~this request ~~from the customer or their authorized agent for closure of the account. The written.~~ The request shall provide sufficient information to verify that it is the customer or authorized agent who is requesting closure of the account. ~~The written request shall also advise customers of possible risks with discontinuing their water service, including loss of landscaping, damage to water heaters or solar water heating systems, and lack of water for sanitation purposes.~~

~~7200.42~~ Final Water Meter Reading

7200.42 Final Billing

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

7200.43 Closure After All ~~Balance~~ Balances Paid

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

7270.00 SERVICE TERMINATION / RE-ESTABLISHMENT PROCEDURES

7270.01 ~~TERMINATION — CUSTOMER REQUEST~~ Termination – Customer Request

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

7270.02 Termination / Disconnection/ Restriction – District Discretion

~~7270.02~~ ~~TERMINATION / DISCONNECTION / RESTRICTION — DISTRICT~~

DISCRETION

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

- A. The customer, agent or tenant receiving water service from the District fails to comply with any Policy of the District.
- B. Water service is being furnished ~~to any property within the~~ District without ~~the~~ proper application or ~~pursuant to an~~ false or fraudulent application ~~containing a misrepresentation of material fact.~~
- C. There is evidence of unlawful tampering or interference with the District's facilities by the customer, agent or tenant.
- D. The District, the County Health Officer, City of Citrus Heights Code Enforcement Officer, or the California Department of Public Health finds that there exists a condition hazardous to the health and safety of the customer or any water user of

the District or a member of the public, including, without limitation, the absence, non-testing, or the malfunctioning of a required backflow prevention assembly.

- E. The ~~owner or occupant of the property being served~~customer fails, after ~~written or verbal~~notice from the District, to ~~provide~~remove an obstruction that prevents CHWD employees from unobstructed access to any easements, service valves, fire hydrants, ~~or any appurtenances, or fails to remove an obstruction that prevents or unreasonably impairs the reading of any meter, or prevents a~~ (including repair or construction ~~from being performed by District personnel or District contractors~~upon), and reading a meter.

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

7270.03 ~~TERMINATION—WITHOUT PRIOR NOTICE~~Termination - Without Prior Notice

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

7270.04 ~~TERMINATION / RESTRICTION—NON PAYMENT~~Restriction - Non-Payment

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

~~A. A Notice of Intent to Terminate Water Service will be delivered at least seven (7) business days prior to the scheduled date of termination to the customer's service address, mailing address, and, where applicable, to the customer's management company.~~

A. ~~B.~~—AMORTIZATION PLANS: A residential customer may request an amortization plan ~~in order to avoid termination of service~~. Overdue amounts may be amortized over a six month period, with payments made once per month. While undertaking an amortization plan, the customer must continue to make on-time payments on current bills; delinquency on either the amortization plan, or current bills of 60 days or more will result in the cancellation of the amortization plan, ~~as well as termination of service~~. A completed, signed, and notarized promissory note must be received by the District by 5:30 p.m. on the due date listed on the Notice of Intent to Terminate Water Service. This note must be presented in person, and will not be accepted by mail, facsimile or electronic means.

B. ~~C.~~—APPEAL OF CHARGES: The District will, on receipt of written or verbal request from the customer, make an investigation of any disputed bills, charges,

fees, or indebtedness involved. If the District finds during the investigation that any error(s) were made by the District, the District shall correct the error(s) and remove any applicable penalties, charges, or fees that have accrued. Disputed charges must be paid in full. The District will not terminate water service for non-payment while a bill dispute is under investigation.

~~C. D.~~ Any customer that has had water service terminated, and restores or attempts to restore their own water service, by turning on the service valve, re-establishing a connection to their water service line that has been previously disconnected by the District, and/or connecting to an alternate source of District-furnished water, will be immediately disconnected and a lock placed on the service by the District to secure the service valve. A Disconnect / Reconnect Service Charge in an amount set forth in the District's Water Rates and Miscellaneous Charges and Fees shall be immediately added to the amount due on the customer's account.

~~D. E.~~ The practice of one customer providing an alternate source of District-furnished water to another customer's residence (e.g., attaching a garden hose from one residence to another), when the customer receiving the water has had their water service terminated or restricted, constitutes theft of District water and shall not be permitted. Any customer found to be providing an alternate source of District-furnished water shall be informed, by a notice delivered to that customer's property that the practice is illegal and must be discontinued immediately. Failure to immediately discontinue the alternate water source after notice has been delivered by the District shall result in termination or restriction of service as set forth in this Policy, including any applicable charges and fees

~~E. F.~~ Any customer that tampers with a District water service with the intent to open a valve that has been closed by the District shall be responsible for all costs related to repairing or replacing the valve, water meter, water meter setter or related appurtenances or materials, as well as a Disconnect / Reconnect Service Charge in addition to any other fees and charges that may have been due prior to the occurrence. The District shall inform the customer, in writing, of the additional charges that are immediately due and payable on their account. The District shall also inform the customer that tampering with any part of the District water system is a misdemeanor offense, and that the District may elect to pursue prosecution or other legal action against the customer for tampering or interference with the District water system.

~~G. When termination of water service is due to non-payment on an account, the District will not terminate water service on a Friday, Saturday, Sunday, or District holiday, or at any time when the business office of the District is closed.~~

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

~~7270.06 TERMINATION / DISCONNECTION – HEALTH AND SAFETY EXEMPTION~~

~~Upon investigation by the District, a scheduled termination, disconnection or restriction will be canceled immediately if the District has received a written notification from a primary care provider, as defined by California Welfare and Institutions Code, section 14088(b)(1)(A), certifying that the termination of water service at a residential property will be life threatening to, or pose a serious threat to the health and safety of, a resident of the property if:~~

- ~~A. The owner, or tenant demonstrates that he or she is financially unable to pay for residential service by providing evidence that he, she, or a member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or has household annual income of less than 200 percent of the federal poverty level; and~~
- ~~B. The customer is willing to enter into an amortization agreement of no more than six months. Amortization agreements must be in writing and notarized.~~

~~In the event that a customer defaults on an amortization plan created under this Policy, or defaults on a current bill, the District will deliver a Notice of Intent to Terminate Water Service to the property.~~

~~The District will then terminate service no sooner than seven (7) business days after the delivery of the Notice of Intent to Terminate Water Service. Termination of service will not occur before the 60th day of delinquency.~~

7270.07 ~~TERMINATION / DISCONNECTION – FIRE SPRINKLER ACCOUNTS~~Termination / Disconnection – Fire Sprinkler Accounts

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

7270.08 ~~RE-ESTABLISHMENT OF SERVICE~~Re-establishment of Service

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

7330.00

DISPUTED WATER CONSUMPTION CHARGES

A disputed water consumption charge exists when a customer asserts that a ~~fixed-service charge~~ or water ~~consumption~~ charge is either in error or that they should not be made to pay the charge.

7330.10 Submittal of Disputes on Water Consumption Charges

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

7330.15 Investigation of Disputed Billing Statement

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

7330.20 Request for Adjustment due to Leak

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

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

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

7330.30 Determination of Water Quantities for Adjustments to Billing Statements

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

7330.40 Adjustments to Billing Statements

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

7330.50 Appeal of District Findings or Adjustment to Billing Statement

Should a customer dispute the District's findings or adjustments made to the customers billing statement, if any, the customer may appeal the findings or adjustment to the General Manager. Appeals shall be submitted in writing as set forth in Section 7330.10 of this Policy. The appeal must be filed a minimum of five business days in advance of any penalty ~~or termination of service~~, and not more than 60 days after the customer has been notified of the District's findings or adjustments. The General Manager's decisions on appeals are final.

7330.60 Payment of Disputed Charges

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

7500.00 CAPACITY CHARGES

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

7500.01 Method of Determination

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

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

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

of current equivalent one-inch connections”.

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

7500.02 Method of Assessment

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

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

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

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

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

7500.03 Adoption of and Amendments to Capacity Charge Schedule

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

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

7500.04 Payment of Capacity Charges

Capacity Charges associated with new development will be accepted only after approval of the water distribution system or development improvement plan by the District. Capacity Charges shall be paid in full prior to construction and inspection of water distribution facilities.

7500.05 Refund of Capacity Charges

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

7500.06 Credit for Existing Service(s)

Re-development of properties for which service has previously been provided will be given credit for the capacity index of the existing service or services to the property even if proposed for abandonment as part of the development. Credits shall not exceed capacity index of the new service or services to be provided.

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<u>POLICY NUMBER</u>	<u>POLICY TITLE</u>	<u>DATE ADOPTED</u>	<u>DATE AMENDED</u>	<u>DATE EFFECTIVE</u>	<u>PREVIOUS AMENDMENTS</u>
<u>7120</u>	<u>Customer Account Deposits</u>	<u>MAY 8, 2007</u>	<u>OCTOBER 20</u> <u>AUGUST 18, 2021</u>	<u>JANUARY 1, 2020</u>	<u>(1) DECEMBER 18, 2019</u>
<u>7170</u>	<u>General Billing Procedures for Bimonthly Accounts</u>	<u>NOVEMBER 19, 1996</u>	<u>OCTOBER 20</u> <u>AUGUST 18, 2021</u>	<u>JANUARY 1, 2020</u>	<u>(1) APRIL 4, 2000; (2) APRIL 13, 2004; (3) NOVEMBER 10, 2004; (4) OCTOBER 9, 2007; (5) DECEMBER 18, 2019</u>
<u>7180</u>	<u>Water Meter Reading</u>	<u>DECEMBER 12, 2006</u>	<u>OCTOBER 20</u> <u>AUGUST 18, 2021</u>	<u>DECEMBER 12, 2006</u>	<u>(1) DECEMBER 18, 2019</u>
<u>7200</u>	<u>Establishing and Closing Customer Accountns</u>	<u>MAY 8, 2007</u>	<u>OCTOBER 20</u> <u>AUGUST 18, 2021</u>	<u>MAY 8, 2007</u>	<u>(1) DECEMBER 18, 2019</u>
<u>7270</u>	<u>Termination / Reestablishment Procedures</u>	<u>APRIL 7, 1998</u>	<u>OCTOBER 20</u> <u>AUGUST 18, 2021</u>	<u>JANUARY 1, 2020</u>	<u>(1) APRIL 13, 2004; (2) OCTOBER 9, 2007; (3) APRIL 13, 2010; (4) DECEMBER 18, 2019</u>
<u>7330</u>	<u>Disputed Water Consumption Charges</u>	<u>JULY 10, 2007</u>	<u>OCTOBER 20</u> <u>AUGUST 18, 2021</u>	<u>JANUARY 1, 2020</u>	<u>(1) APRIL 13, 2004; (2) OCTOBER 9, 2007; (3) APRIL 13, 2010; (4) DECEMBER 18, 2019</u>

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<u>7500</u>	<u>Capacity Charges</u>	<u>JANUARY 2, 1996</u>	<u>JANUARY 20, 2021</u>	<u>JANUARY 2, 1996</u>	<u>(1) SEPTEMBER 15, 1998; (2) NOVEMBER 8, 2011; (3) DECEMBER 10, 2013</u>

Summary report:	
Litera® Change-Pro for Word 10.8.2.11 Document comparison done on 8/10/2021 8:51:20 PM	
Style name: Default Style	
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Original filename: 7000 Board Policies - Accounts Receivable (Original).docx	
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Changes:	
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Delete	136
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<u>Move To</u>	0
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Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	191

ATTACHMENT 5

Accounts Receivable Policies-Clean Copy

CITRUS HEIGHTS WATER DISTRICT
ACCOUNTS RECEIVABLE POLICIES MANUAL

7120.00 CUSTOMER ACCOUNT DEPOSITS

The purpose of the Customer Account Deposit Policy is to protect the District's revenue from losses due to nonpayment of water service charges. It is the policy of the District to shift the financial burden of potential bad debt to those who pose a greater risk of nonpayment.

7120.10 Customer Deposit Criteria

Deposits, as defined in Section 7120.20 of this policy, may be required as determined by the General Manager or his or her designee.

- A. A deposit shall be required on all locations that are tenant occupied and are billed to the tenant per the Owner/Tenant Agreement on file. It will be the responsibility of the owner to pay the deposit. The deposit will be retained for the duration of that or any subsequent Owner/Tenant Agreement and not subject to refunds as set forth in section 7120.40.
 - 1. Where a tenant agrees to be billed as the customer due to the owner's delinquency, pursuant to Health & Safety Code section 116916(b), a deposit shall be assessed to both the owner and the new tenant. The deposit will be retained for the duration of that tenant's tenancy and not subject to refunds as set forth in section 7120.40.
- B. A deposit may be required for a new account whose owner has a delinquent balance on a previously established account.
- C. A deposit may be required on an existing account as a result of a qualifying event as determined by the General Manager or his or her designee. A qualifying event is defined as:
 - 1. Any customer, who has no deposit, and has had a payment rejected from their financial institution twice in any twelve (12) month period or;
 - 2. Any customer, who has no deposit, whose property has been liened or had unpaid service charges added as a special assessment due to delinquent balances.

7120.20 Deposit Amounts

All deposits shall be charged in an amount set forth in the District's Water Rates and Miscellaneous Charges and Fees. This amount shall be sufficient to cover the anticipated losses.

Simple interest will be credited to customer deposit balances based on the annualized rate of return for the State of California Local Agency Investment Fund (LAIF). The interest rate shall be adjusted every three (3) months following the end of the calendar quarter.

7120.30 Deposit Payment Plan

The District may extend payment plans for deposits held under Section 7120.10 (B) or 7120.10 (C), at the sole discretion of the General Manager or his or her designee.

7120.40 Deposit Duration

Deposits held as a result of Policy 7120.10 (A) will be held until either the account is no longer billed to tenants, or the account is closed. Deposits held under Section 7120.10 (B) or 7120.10 (C) will be held until a period of one (1) year has passed with no qualifying events and no penalties assessed, or until the account is closed.

The deposit will be credited to their current account or by written request from the owner will be refunded to the customer within thirty (30) days upon approval by the General Manager or his or her designee.

7120.50 Deposit Procedures Upon Closing of Account

Upon closing of account, the deposit will be applied against any unpaid balance on that account first, and, if applicable, any delinquent balances on an owner's other accounts second. If any amount of the deposit remains, it will be returned to the customer within thirty (30) days. Upon written request from the owner, a remaining amount of the deposit may be transferred to another account belonging to the owner upon approval by the Assessor/Collector or his or her designee.

7120.60 Unclaimed Deposits

In the event a refunded deposit is not claimed, those funds shall be subject to Government Code section 50050 *et seq.*

7170.00 GENERAL BILLING PROCEDURES FOR BIMONTHLY ACCOUNTS

DESCRIPTION: Bimonthly Metered Accounts.

Citrus Heights Water District will administer the following guidelines when applicable to bimonthly accounts.

7170.01 Responsible Party for Water Charges

The property owner is responsible for all water charges incurred for water service, not the person(s) incurring the obligation. Citrus Heights Water District will bill the property

owner(s), of said parcel, for all water charges. The District will, with the proper written authorization from the owner(s), mail bills directly to the tenant(s) or an authorized representative such as a property management company.

A. Pursuant to Health & Safety Code section 116916 (b), the District will mail bills directly to the tenant of a residential property if services remain unpaid, and:

1. For a single family residence, the tenant can provide a valid lease agreement, and agrees in writing to the District's terms and conditions of service.
2. For a multi-family residence, if one or more of the tenants are willing and able to assume responsibility for the subsequent charges for water service to the satisfaction of the District, or if there is a physical means, legally available to the District, of selectively terminating service to those tenants who have not met the requirements for service, the District will make service available to the occupants who have met those requirements. The tenant must provide a valid lease agreement and agree in writing to the District's terms and conditions of service.

7170.02 Payments to Incorrect Accounts

If the District has been notified or discovers that a payment has been applied to an incorrect account, and the District is responsible for the misapplication, the District will correct this payment and remove any penalties or costs that have accrued. If the District concludes that the payor was responsible for the misapplication, it is the payor's responsibility to resolve the issue between the accounts involved.

7170.03 Financial Institution Rejected Payment

If a payment is returned or rejected by a customer's financial institution, the District will notify the customer by letter, sent through the U.S. mail, giving ten (10) calendar days to correct this matter. The District will also charge the customer for all financial institution fees, as well as the District's current fee for rejected payments as set forth in the District's Water Rates and Miscellaneous Charges and Fees.

If the matter is not resolved within ten (10) calendar days, the District will proceed with delinquent account procedures as set forth in Section 7170.05 of this Policy. If a customer, who is participating in the autopay program, has a payment that is rejected by the financial institution twice within a twelve month period, the customer's participation in the autopay program will be cancelled. Customers whose participation in the autopay program is cancelled will be notified by letter sent through the U.S. mail.

A deposit will be required for accounts with more than one rejected payment in a 12-month period, in accordance with Policy 7120.10.

7170.04 Bimonthly Billing

All water service accounts will be billed on a bimonthly basis (every two months, six times per year). The bimonthly bill will be due on the due date specified on the bill, which will be 20 days from the date the bill is prepared. Bills will be determined based on the rates and charges that are in effect for the dates for which the customer is being billed.

Bills are due and payable at the time of presentation, and are delinquent if not paid by the due date specified on the bill which will be 20 days from the date the bill is prepared. The District must receive payment at the District Office by the specified due date; postmarks are not acceptable.

7170.05 Delinquencies

All customers who have not paid their bimonthly bill by the due date specified on the bill are considered delinquent and will be mailed a past-due notice within ten (10) calendar days after the bill becomes delinquent. A late-payment penalty, calculated as a percentage in an amount set forth in the District's current Water Rates and Miscellaneous Charges and Fees will be assessed and added to the amount due on the past-due notice. Interest on late payments shall be waived once every twelve (12) months for customers whose household income is below 200 percent of the federal poverty line. The full amount due, including late-payment penalty, will be due in fifteen (15) days from the date of mailing.

7170.06 Payment Acceptance

All payments for regular billing, past due notices must be received in the District office by the close of business on the due date. Payments delivered by mail will not be considered as paid until they are received in the District office; postmarks prior to the due date are not considered payment on time. Payments delivered by mail to the District's post office box on or before the due date are considered payment on time.

7170.07 Overpayments

The District, upon receipt of a payment that exceeds the amount currently due on the account, will apply the overpayment as a credit to the account. Credit balances will be refunded only upon written request of the customer, or when a credit balance exists at the time a customer account is closed and after all charges on the closed account have been satisfied.

7170.08 Underpayment

The District may, at its sole discretion, accept underpayment or partial payment of balances due on accounts. Underpayments or partial payments are not a substitute for full payment of amounts due by the due dates, and will not avoid late payment penalties if the amount due on the account is not paid by the due dates. Payments will be applied to the oldest outstanding balances on the account.

7170.09 Payment Plan Agreements

The District may, at its sole discretion, enter into payment plan agreements with customers as a means of allowing the customer to continue to receive water service while paying past-due amounts in installments. It is the sole responsibility of the customer to remember payment amounts and dues dates. Failure to make payment before close of business on the payment due date shall result in making the special payment plan null and void, placing the account into delinquent status and making it subject to the provisions of Section 7170.06, et seq., of this Policy.

7170.10 Certificate of Sale (Lien)

After all collection procedures have been followed and an account has an unpaid balance remaining, the District may file Certificates of Sale on the parcel (Water Code Section: 26125). The District will mail a certified letter to the owner(s) for which a Certificate of Sale has been filed including a copy of the Certificate of Record for the delinquent account.

7170.11 Certificate of Redemption

On receipt of payment for a Certificate of Sale, the District will prepare in duplicate a Certificate of Redemption. The Certificate of Redemption shall be recorded in the office of the county recorder of the county in which the property is situated (Water Code Section 26225), with a copy provided to the payor.

7170.12 Special Assessment

After all collection procedures have been followed and an account has an unpaid balance remaining, the District may also place unpaid charges on the property tax rolls under the procedures set forth in Water Code Section 25806.

7180.00 WATER METER READING

7180.01 Water Meter Reading Frequency and Routes

Water meters shall typically be read for purposes of billing every two months (bi-monthly) or as otherwise determined by the General Manager or his or her designee. Meter reading routes and schedules shall be established at the sole discretion of the District.

7180.02 Water Meter Reading Schedules and Cycles

Water meter reading schedules and cycles shall be established at the sole discretion of the District. The District will not consider moving of customer accounts among meter reading schedules and cycles other than those established by the District. The District reserves the right to read water meters at any time or with any frequency.

7180.03 Water Meter Accessibility

Customers are responsible for making the District's water meter accessible to the District for reading, and shall maintain accessibility to the meter at all times.

In circumstances where the water meter is not accessible, the District shall deliver a notice to the customer requesting that access be made available; for example, by removal of obstructions (vehicles, vegetation, landscape materials, etc.) or by unlocking gates or securing pets.

Fines for non-compliance with water meter accessibility may be levied at the discretion of the General Manager or his or her designee, as set forth in the Water Rates and Miscellaneous Charges and Fees for the District. Moreover, the District may access the meter, subject to any legal requirements such as obtaining an abatement warrant, to read or repair the meter. Lastly, the District may terminate water service for refusal to permit access to read the meter. Any costs incurred by the District to obtain access to the property or terminate water service shall be charged to the customer.

7180.04 Estimating Water Meter Readings

The District shall attempt to use actual water meter readings for billing purposes whenever possible and practical. When an actual water meter reading is not available, the General Manager or his or her designee may use an estimated water meter reading for billing purposes.

Estimated meter readings may be used in circumstances such as broken or missing water meter register; inaccessibility of water meter to obtain a reading, or when otherwise deemed necessary and prudent by the General Manager or his or her designee.

When an estimated meter reading is deemed necessary, the following schedule shall be applied:

First occurrence: Three year average of water usage for same billing cycle.
Subsequent occurrences: Double the water usage from previous bill.

When an actual meter read is obtained, the difference of the actual read and the estimated read will be credited/billed as applies.

7180.05 Water Meter Re-Reads

Re-reading of water meters is defined as any water meter reading that occurs outside of the routine water meter reading schedule or cycle for that meter.

The District reserves the right to read or re-read a customer's meter at any time or to replace an existing touch read meter register with a radio read meter register.

Customer requests for a water meter re-read shall be honored in accordance with the following procedure:

1st Request for a re-read of a District water meter: The District shall re-read the water meter at no charge as soon as practical. If the reading is found to be in error, the District will correct the account information and adjust the account accordingly. If the reading is not found to be in error, the customer will be given

the opportunity to complete a water efficiency review provided by the District.

2nd Request for a re-read in any period of 36 consecutive calendar months beginning with the date of the first re-read: A re-read charge shall be applied to the customer’s next billing statement as set forth in the District’s rates and charges adopted by the Board of Directors, unless the reading in question is found to be in error. If the reading is found to be in error, the District will correct the account information and adjust the account accordingly. If the reading was not in error, the reread charge shall be applied. The customer may request a credit to their account in the amount of the charge if they complete a water efficiency review provided by the District at no charge within 60 days of the customer’s 2nd request for a re-read within the 36 month period as outlined above. The 60 day time limit may be extended at the discretion of the District.

3rd and subsequent re-read requests in any period of 36 consecutive calendar months beginning with the date of the first re-read: A re-read charge shall be applied to the customer’s next billing statement as set forth in the District’s rates and charges adopted by the Board of Directors, unless the reading in question is found to be in error.

7200.00 ESTABLISHING AND CLOSING CUSTOMER ACCOUNTS

7200.10 Application for Customer Account

7200.11 Application for Service

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

7200.12 Application Fee

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

7200.20 Approval of Application for Customer Account

Approval of account applications shall be at the sole discretion of the Assessor/Collector

or his or her designee. Account applications shall not typically be denied unless the customer refuses to comply with the District's terms and conditions of water service.

7200.30 Customer Account Deposits

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

7200.40 Closing Customer Accounts

7200.41 Written Request for Closure of Account

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

7200.42 Final Billing

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

7200.43 Closure After All Balances Paid

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

7270.00 SERVICE TERMINATION / RE-ESTABLISHMENT PROCEDURES

7270.01 Termination – Customer Request

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

7270.02 Termination / Disconnection/ Restriction – District Discretion

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

- A. The customer, agent or tenant receiving water service from the District fails to comply with any Policy of the District.
- B. Water service is being furnished District without a proper application or a false or fraudulent application.
- C. There is evidence of unlawful tampering or interference with the District's facilities by the customer, agent or tenant.
- D. The District, the County Health Officer, City of Citrus Heights Code Enforcement Officer, or the California Department of Public Health finds that there exists a condition hazardous to the health and safety of the customer or any water user of the District or a member of the public, including, without limitation, the absence, non-testing, or the malfunctioning of a required backflow prevention assembly.
- E. The customer fails, after notice from the District, to remove an obstruction that prevents CHWD employees from unobstructed access to any easements, service valves, fire hydrants, appurtenances (including repair or construction upon), and reading a meter.

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

7270.03 Termination - Without Prior Notice

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

7270.04 Restriction - Non-Payment

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

- A. AMORTIZATION PLANS: A residential customer may request an amortization plan. Overdue amounts may be amortized over a six month period, with payments made once per month. While undertaking an amortization plan, the customer must continue to make on-time payments on current bills; delinquency on either the amortization plan, or current bills of 60 days or more will result in the cancellation of the amortization plan. A completed, signed, and notarized promissory note must be received by the District by 5:30 p.m. on the due date listed on the Notice of Intent to

Terminate Water Service. This note must be presented in person, and will not be accepted by mail, facsimile or electronic means.

- B. APPEAL OF CHARGES: The District will, on receipt of written or verbal request from the customer, make an investigation of any disputed bills, charges, fees, or indebtedness involved. If the District finds during the investigation that any error(s) were made by the District, the District shall correct the error(s) and remove any applicable penalties, charges, or fees that have accrued. Disputed charges must be paid in full. The District will not terminate water service for non-payment while a bill dispute is under investigation.
- C. Any customer that has had water service terminated, and restores or attempts to restore their own water service, by turning on the service valve, re-establishing a connection to their water service line that has been previously disconnected by the District, and/or connecting to an alternate source of District-furnished water, will be immediately disconnected and a lock placed on the service by the District to secure the service valve. A Disconnect / Reconnect Service Charge in an amount set forth in the District's Water Rates and Miscellaneous Charges and Fees shall be immediately added to the amount due on the customer's account.
- D. The practice of one customer providing an alternate source of District-furnished water to another customer's residence (e.g., attaching a garden hose from one residence to another), when the customer receiving the water has had their water service terminated or restricted, constitutes theft of District water and shall not be permitted. Any customer found to be providing an alternate source of District-furnished water shall be informed, by a notice delivered to that customer's property that the practice is illegal and must be discontinued immediately. Failure to immediately discontinue the alternate water source after notice has been delivered by the District shall result in termination or restriction of service as set forth in this Policy, including any applicable charges and fees
- E. Any customer that tampers with a District water service with the intent to open a valve that has been closed by the District shall be responsible for all costs related to repairing or replacing the valve, water meter, water meter setter or related appurtenances or materials, as well as a Disconnect / Reconnect Service Charge in addition to any other fees and charges that may have been due prior to the occurrence. The District shall inform the customer, in writing, of the additional charges that are immediately due and payable on their account. The District shall also inform the customer that tampering with any part of the District water system is a misdemeanor offense, and that the District may elect to pursue prosecution or other legal action against the customer for tampering or interference with the District water system.

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

7270.07 Termination / Disconnection – Fire Sprinkler Accounts

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

7270.08 Re-establishment of Service

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

7330.00 DISPUTED WATER CONSUMPTION CHARGES

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

7330.10 Submittal of Disputes on Water Consumption Charges

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

7330.15 Investigation of Disputed Billing Statement

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

7330.20 Request for Adjustment due to Leak

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

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

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

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

7330.30 Determination of Water Quantities for Adjustments to Billing Statements

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

7330.40 Adjustments to Billing Statements

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

7330.50 Appeal of District Findings or Adjustment to Billing Statement

Should a customer dispute the District's findings or adjustments made to the customer's billing statement, if any, the customer may appeal the findings or adjustment to the General Manager. Appeals shall be submitted in writing as set forth in Section 7330.10 of this Policy. The appeal must be filed a minimum of five business days in advance of any penalty, and not more than 60 days after the customer has been notified of the District's findings or adjustments. The General Manager's decisions on appeals are final.

7330.60 Payment of Disputed Charges

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

7500.00 CAPACITY CHARGES

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

7500.01 Method of Determination

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

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

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

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

7500.02 Method of Assessment

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

<u>Meter Size</u>	<u>Capacity Index</u>
0.625”	0.375
0.75”	0.625
1.00”	1.000
1.25”*	1.125
1.50”	1.250
2.00”	2.500
3.00”	4.000

4.00"	8.000
6.00"	31.250
8.00"	60.000
10.00"	95.000
12.00"	125.000

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

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

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

7500.03 Adoption of and Amendments to Capacity Charge Schedule

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

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

7500.04 Payment of Capacity Charges

Capacity Charges associated with new development will be accepted only after approval of the water distribution system or development improvement plan by the District. Capacity Charges shall be paid in full prior to construction and inspection of water distribution facilities.

7500.05 Refund of Capacity Charges

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

7500.06 Credit for Existing Service(s)

Re-development of properties for which service has previously been provided will be given credit for the capacity index of the existing service or services to the property even if proposed for abandonment as part of the development. Credits shall not exceed capacity index of the new service or services to be provided.

INDEX

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	DATE EFFECTIVE	PREVIOUS AMENDMENTS
7120	Customer Account Deposits	MAY 8, 2007	OCTOBER 20, 2021	JANUARY 1, 2020	(1) DECEMBER 18, 2019
7170	General Billing Procedures for Bimonthly Accounts	NOVEMBER 19, 1996	OCTOBER 20, 2021	JANUARY 1, 2020	(1) APRIL 4, 2000; (2) APRIL 13, 2004; (3) NOVEMBER 10, 2004; (4) OCTOBER 9, 2007; (5) DECEMBER 18, 2019
7180	Water Meter Reading	DECEMBER 12, 2006	OCTOBER 20, 2021	DECEMBER 12, 2006	(1) DECEMBER 18, 2019
7200	Establishing and Closing Customer Accounts	MAY 8, 2007	OCTOBER 20, 2021	MAY 8, 2007	(1) DECEMBER 18, 2019
7270	Termination / Reestablishment Procedures	APRIL 7, 1998	OCTOBER 20, 2021	JANUARY 1, 2020	(1) APRIL 13, 2004; (2) OCTOBER 9, 2007; (3) APRIL 13, 2010; (4) DECEMBER 18, 2019

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	DATE EFFECTIVE	PREVIOUS AMENDMENTS
7330	Disputed Water Consumption Charges	JULY 10, 2007	OCTOBER 20, 2021	JANUARY 1, 2020	(1) APRIL 13, 2004; (2) OCTOBER 9, 2007; (3) APRIL 13, 2010; (4) DECEMBER 18, 2019
7500	Capacity Charges	JANUARY 2, 1996	JANUARY 20, 2021	JANUARY 2, 1996	(1) SEPTEMBER 15, 1998; (2) NOVEMBER 8, 2011; (3) DECEMBER 10, 2013

CITRUS HEIGHTS WATER DISTRICT

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

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO ADOPT RESOLUTION 07-2021
AUTHORIZING REMOTE PUBLIC MEETINGS

STATUS : Action Item

REPORT DATE : October 11, 2021

PREPARED BY : Brittney Moore, Senior Management Analyst
Joshua Nelson, Assistant General Counsel

OBJECTIVE:

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

BACKGROUND AND ANALYSIS:

In March 2020 in response to the spread of COVID-19 in the State, the Governor issued a number of executive orders aimed at containing the COVID-19 virus which, among other things, waived certain requirements of the Brown Act to allow legislative bodies to meet virtually. Pursuant to the Governor's executive orders, Citrus Heights Water District (CHWD) has been holding meetings with a virtual component during the pandemic in the interest of protecting the health and safety of the public, staff and Directors. The Governor's executive order allowing for such virtual meetings expired on September 30, 2021.

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. The Governor by executive order signed on September 20, 2021, suspended the effective date of AB 361 to October 1, 2021. As a result, if CHWD desires to have virtual Board meetings on or after October 1, 2021, it must do so consistent with the requirements of AB 361 or comply with the default rules in the Brown Act for a teleconference meeting. In part, this requires public notice and access of all teleconference locations, even a Director's home if he or she is participating from that location.

AB 361 preserves many of the provisions of the earlier executive orders, while also adding new requirements to the management of remote and teleconference public meetings in order to better achieve the levels of transparency that the Brown Act demands. Specifically, AB 361 imposes two new rules on remote public meetings:

1. Local governments and agencies hosting teleconference meetings in lieu of traditional in-person public meetings must permit direct public comment during the teleconference, and must leave open the opportunity for public comment until the comment period for a given item is closed during the ordinary course of the meeting. The opportunity to make public comment must be of a sufficient duration so as to allow actual public participation.

2. Any action by the governing body during a public teleconference meeting must occur while the agency is actively and successfully broadcasting to members of the public through a call-in option or an internet-based service option. If a technical disruption within the agency's control prevents members

of the public from either viewing the meeting of the public agency, or prevents members of the public from offering public comment, the agency must cease all action on the meeting agenda until the disruption ends and the broadcast is restored. Action taken during an agency-caused disruption may be challenged as a violation of the Brown Act.

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

Because the Board meets regularly on the third Wednesday of each month, it is possible that more than thirty days may elapse between consecutive meetings. AB 361 is silent as to whether special meetings are required on a more frequent basis to keep up with the thirty-day renewal of findings requirement, although scheduling such meetings would ensure strict compliance. Alternatively, if the Board does not meet within thirty days after its prior meeting, the Board should make its renewed findings at the beginning of its next meeting prior to any other action or discussion. If the Board wishes to continue meetings remotely, staff recommends this approach absent additional clarification.

RECOMMENDATION:

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

ATTACHMENT:

Resolution No. 07-2021

ACTION:

Moved by Director _____, Seconded by Director _____, Carried _____

CITRUS HEIGHTS WATER DISTRICT
RESOLUTION NO. 07-2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AYES:
NOES:
ABSENT:
ABSTAINED:

David C. Wheaton, President

ATTEST:

Brittney Moore, Deputy Board Clerk