

NOTICE OF CANCELLATION

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

DISTRICT ADMINISTRATIVE OFFICE
6230 SYLVAN ROAD, CITRUS HEIGHTS, CA



NOTICE IS HEREBY GIVEN that the scheduled meeting of the Citrus Heights Board of Directors for Wednesday, January 15, 2020, at 6:00 p.m., has been cancelled.

The next meeting of the Board of Directors will be held on January 15, 2020, at 6:30 p.m., in the District Administrative Office, 6230 Sylvan Road, Citrus Heights, CA, 95610.

A handwritten signature in blue ink that reads "Madeline Henry". The signature is written in a cursive style.

Madeline Henry, Administrative Services Manager/
Chief Board Clerk

Dated: January 14, 2020

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



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

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

CALL TO ORDER:

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

ROLL CALL OF DIRECTORS:

PLEDGE OF ALLEGIANCE:

VISITORS:

PUBLIC COMMENT:

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

(A) Action Item

(D) Discussion Item

(I) Information Item

CONSENT CALENDAR: (I/A)

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

CC-1a. Minutes of the Special Meeting – December 18, 2019 (A)

CC-1b. Minutes of the Regular Meeting – December 18, 2019 (A)

Recommendation: Approve the minutes of the December 18, 2019 Regular and Special Meetings.

CC-2. Revenue Analysis Report for December 2019 (I)

CC-3. Assessor/Collector's Roll Adjustment for December 2019 (I)

CC-4. Treasurer's Report for December 2019 (I)

CC-5. Treasurer's Report of Fund Balances for December 2019 (I)

CC-6. Operating Budget Analysis for December 2019 (I)

CC-7. Capital Projects Summary December 2019 (I)

CC-8. Warrants for December 2019 (A)

Recommendation: Approve disbursements issued for payment dated December 12, 2019 through January 10, 2020 per Policy 6460.20.

CC-9. Purchase Card Distributions for December 2019 (I)

- CC-10. Summary of 2020 Employees and Directors Training Courses, Seminars and Conference (I)
- CC-11. Employee Recognitions (I)
- CC-12. Long-Range Agenda (I)
- CC-13. Engineering Department Report (I)
- CC-14. Operations Department Report (I)
- CC-15. 2020 Water Supply – Purchased and Produced (I)
- CC-16. Water Supply Reliability (I)
- CC-17. Water Efficiency and Safety Program Update (I)
- CC-18. Strategic Plan Update and Preview (I)
- CC-19. Discussion and Possible Action to Approve Task Order Agreements with Interwest Consulting Group, Inc. and Bender Rosenthal, Inc. for Right-Of-Way Agent Support Services (A)
 - Recommendation:
 - Approve and authorize the General Manager to execute Agreements with Interwest Consulting Group, Inc. and Bender Rosenthal, Inc.
- CC-20. Consideration to Authorize the Auction of Surplus Equipment (A)
 - Recommendation:
 - Authorize the sale of District Vehicle No. 17 at public auction.
- CC-21. Discussion and Possible Action to Approve Updates to Policy 4831 Insurance Benefits for Retirees
 - Recommendation:
 - Approve updates to Policy 4831 Insurance Benefits for Retirees

PRESENTATIONS:

None.

STUDY SESSIONS:

- S-1. San Juan Water District Update

BUSINESS

None.

MANAGEMENT SERVICES REPORTS (I):

None.

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

None.

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

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

D-10. Other Reports.

CLOSED SESSION:

None.

FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

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

ADJOURNMENT:

CERTIFICATION:

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



Madeline Henry, Administrative Services Manager/
Chief Board Clerk

Dated: January 9, 2020

CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING MINUTES
December 18, 2019

The Special Meeting of the Board of Directors was called to order at 6:00 p.m. by President Sheehan and roll was called. Present were:

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

Staff:

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

CLOSED SESSION:

CL-1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: 2 cases

No reportable action.

CL-2. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: 1 case

No reportable action.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 6:52 pm.

APPROVED:

MADELINE A. HENRY
Deputy Secretary
Citrus Heights Water District

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

CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS REGULAR MEETING MINUTES
December 18, 2019

The Regular Meeting of the Board of Directors was called to order at 6:56 p.m. by President Sheehan and roll was called. Present were:

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

Staff:

David Gordon, Director of Operations
Madeline Henry, Administrative Services Manager/Chief Board Clerk
Rex Meurer, Water Efficiency Supervisor
Josh Nelson, Assistant General Counsel
Jeff Ott, Principal IT Analyst
Missy Pieri, Director of Engineering/District Engineer
Hilary Straus, General Manager
Susan Talwar, Director of Finance and Administrative Services

PLEDGE OF ALLEGIANCE:

Board President Sheehan led the Pledge of Allegiance.

PUBLIC COMMENT:

None.

CONSENT CALENDAR:

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

- CC-1a. Minutes of the Special Meeting – November 20, 2019 (A)
- CC-1b. Minutes of the Regular Meeting – November 20, 2019 (A)
- CC-1c. Minutes of the Special Meeting – November 20, 2019 (A)
- CC-1d. Minutes of the Special Meeting – November 25, 2019 (A)

Recommendation: Approve the minutes of the November 20, 2019 Regular and Special Meetings and the November 25, 2019, Special Board of Directors Meetings.

- CC-2. Revenue Analysis Report for November 2019 (I)
- CC-3. Assessor/Collector's Roll Adjustment for November 2019 (I)
- CC-4. Treasurer's Report for November 2019 (I)
- CC-5. Treasurer's Report of Fund Balances for November 2019 (I)
- CC-6. Operating Budget Analysis for November 2019 (I)
- CC-7. Capital Projects Summary November 2019 (I)

CC-8. Warrants for November 2019 (A)

Recommendation: Approve disbursements issued for payment dated November 14, 2019 through December 12, 2019 per Policy 6460.20.

CC-9. Purchase Card Distributions for November 2019 (I)

CC-10. Summary of 2019 Employees and Directors Training Courses, Seminars and Conference (I)

CC-11. Employee Recognitions (I)

CC-12. Long-Range Agenda (I)

CC-13. Engineering Department Report (I)

CC-14. Operations Department Report (I)

CC-15. 2019 Water Supply – Purchased and Produced (I)

CC-16. Water Supply Reliability (I)

CC-17. Water Efficiency and Safety Program Update (I)

CC-18. Discussion and Possible Action to Approve an Agreement with NEKO Industries for an Electronic Document & Records Management System (A)

Recommendation:

1. Authorize the General Manager to execute an agreement with NEKO Industries for an Electronic Document & Records Management System.

CC-19. Discussion and Possible Action to Amend Policy 2060: Educational and Training Functions (A)

Recommendation:

1. Approve update to policy Board of Directors and Officers Policy 2060 Educational and Training Functions.

CC-20. Resolution Commending Steve Nugent for Outstanding Service to the Water Industry

Recommendation:

1. Approve the accompanying resolution commending Steve Nugent for his outstanding service to the water industry on the occasion of his retirement.

ACTION:

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

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

PRESENTATIONS:

None.

STUDY SESSIONS:

None.

BUSINESS:

B-1. Selection of President and Vice President (A)

ACTION: Director Wheaton moved and Vice President Riehle seconded a motion to:

1. Appoint Director Riehle as President
2. Appoint Director Wheaton as Vice President.

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

B-2. Discussion and Possible Action to Appoint 2019-2020 Representatives and Alternates (A)

ACTION: Director Sheehan moved and Vice President Wheaton seconded a motion to:

Appoint the following Board Members and Staff to serve as District representatives to various organizations:

	Representative	Alternate
ACWA JPIA Director Rep	David C. Wheaton	Raymond A. Riehle
ACWA JPIA Staff Rep	Hilary M. Straus	Madeline A. Henry
ACWA Region 4	Raymond A. Riehle	Hilary M. Straus
Chamber of Commerce Gov't Issues Committee	Susan K. Talwar	Madeline A. Henry
RWA Director Rep	Raymond A. Riehle	David C. Wheaton
RWA Staff Rep	Hilary M. Straus	David M. Gordon
SGA	Caryl F. Sheehan	David C. Wheaton
Sacramento Water Forum	David M. Gordon	Rex W. Meurer

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

B-3. Appoint District Officers (A)

ACTION: Director Sheehan moved and Vice President Wheaton seconded a motion to:

Appoint the following staff to officer positions:

	Officer	Deputy
Assessor/Collector	Albert Preciado	Dana Mellado
Treasurer	Susan Talwar	Alberto Preciado

	Officer	Deputy
Secretary	Hilary Straus	Madeline Henry

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

B-4. Discussion and Possible Action to Approve Updates to District Policies to Comply with SB998 (A)

ACTION: Vice President Wheaton moved and Director Sheehan seconded a motion to:

Approve revisions to the following District policies to comply with SB998: Policy 7120, Customer Account Deposits; Policy 7170, General Billing Procedures for Bi-Monthly Accounts; Policy 7200 Establishing and Closing Customer Accounts; Policy 7270 Service Termination / Re-Establishment; Policy 7330 Disputed Water Consumption Charges.

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

B-5. Consideration and Approval of Resolution of Intent to Convert from At-Large to By-District Election System

ACTION: Director Sheehan moved and Vice President Wheaton seconded a motion to:

Adopt Resolution 24-2019 Declaring Intention to Transition from Of-Division to By-District Elections

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

B-6. Discussion and Possible Action to Cast Ballot on Sacramento Local Agency Formation Commission Run-off Election of an Alternate Special District Commissioner

ACTION: Director Sheehan moved and Vice President Wheaton seconded a motion to:

Cast a vote for Charlea Moore as Alternate Special District Commissioner.

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

MANAGEMENT SERVICES REPORTS (I):

None.

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

- D-1. Regional Water Authority (Riehle).
- D-2. Sacramento Groundwater Authority.
- D-3. San Juan Water District (All).
- D-4. Association of California Water Agencies (Riehle).
- D-5. ACWA Joint Powers Insurance Authority (Wheaton/Henry).
- D-6. City of Citrus Heights (Pieri).

- D-7. Chamber of Commerce Update (Talwar/Henry).
- D-8. RWA Legislative and Regulatory Affairs Update (Talwar/Henry).
- D-9. Customer Advisory Committee (Riehle/Pieri).
- D-10. Other Reports.

CLOSED SESSION:

None.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 8:04 pm.

APPROVED:

MADELINE A. HENRY
Deputy Secretary
Citrus Heights Water District

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

**CITRUS HEIGHTS WATER DISTRICT
DECEMBER 2019
2019 REVENUE ANALYSIS**

Outstanding Receivables

Aged Trial Balance					
Total	Current	31-90	91-150	>150	Unapplied Current
1,058,202	1,016,654	80,237	7,396	42,009	88,094

General Ledger Balance	Total
Outstanding A/R	1,143,706.96
Outstanding Liens	-
Outstanding Grants	1,453
Unclaimed Funds	(2,153)
Less Unapplied Payments	(95,344)
Total	\$ 1,047,663

**CITRUS HEIGHTS WATER DISTRICT
ASSESSOR/COLLECTOR'S ROLL ADJUSTMENTS FOR
December 31, 2019**

CC-03

Assessor/Collector Roll Adjustment December-19		
	Dollar	Count
DEFAULT		
One-Time Courtesy	\$ 82.88	13
DEFAULT Total	\$ 82.88	13
DEPOSIT		
New Owner	\$ 225.00	1
DEPOSIT Total	\$ 225.00	1
Grand Total	\$ 307.88	14

Reason For Cancellation	Charge Type	Amount
New Owner	DEPOSIT	225.00
One-Time Courtesy	DEFAULT	4.66
One-Time Courtesy	DEFAULT	5.08
One-Time Courtesy	DEFAULT	6.52
One-Time Courtesy	DEFAULT	16.08
One-Time Courtesy	DEFAULT	4.03
One-Time Courtesy	DEFAULT	5.12
One-Time Courtesy	DEFAULT	5.51
One-Time Courtesy	DEFAULT	3.26
One-Time Courtesy	DEFAULT	6.20
One-Time Courtesy	DEFAULT	5.78
One-Time Courtesy	DEFAULT	6.04
One-Time Courtesy	DEFAULT	8.45
One-Time Courtesy	DEFAULT	6.15
		\$ 307.88

**TREASURER'S REPORT TO THE BOARD OF DIRECTORS
DECEMBER 2019**


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Bank of the West				
Beginning Balance				\$7,601,801
RECEIPTS:		1,242,219		
DISBURSEMENTS:				
Checks Issued / ACH Payments	878,016			
Payroll	360,348			
Returned Checks	859			
		1,239,223		2,996
Bank of the West				
Balance per Bank 12/31/2019				7,604,797
Outstanding Checks				(158,416)
Deposit in Transit				70,271
Balance Per Books 12/31/2019				\$7,516,652
<hr/>				

RECONCILEMENT:				
Bank of the West				\$7,516,652
Local Agency Investment Fund				6,382,527
COP Reserve Account				542,660
Money Mkt Activity Account				542,971
TOTAL BALANCE				\$14,984,810
<hr/>				


CASH & INVESTMENT SUMMARY:				
Bank of the West (General Account)				\$7,516,652
Local Agency Investment Fund				6,382,527
COP 2010 Reserve Account				542,660
Money Mkt Activity Account				542,971
Total				\$14,984,810

INSTITUTION	MATURITY DATE	INT RATE	DEPOSIT AMOUNT	DATE OF LAST TRANSACTION
Local Agency Investment Fund	Daily	2.45%	39,073.80	10/15/2019

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: 01/08/2020

TREASURER'S REPORT OF FUND BALANCES
December 31, 2019

Fund Name	Beginning Balance 01/01/2019	Year to Date Transfers In / Collections	Year to Date Transfers Out	Current Month Transfers In / Collections	Current Month Transfers Out	Ending Balance 12/31/2019	2019 Target Balance per Policy
Operating Fund	\$ 1,576,226	\$ 15,669,707	\$ (14,165,717)	\$ 1,242,444	\$ (1,239,448)	\$ 3,083,212	\$ 2,334,017
Operating Reserve	\$ 4,258,065	\$ (666,000)	\$ -	\$ -	\$ -	\$ 3,592,065	N/A
Rate Stabilization Fund	\$ 934,000	\$ 66,000	\$ -	\$ -	\$ -	\$ 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	\$ 1,223,173	\$ 400,000	\$ -	\$ -	\$ -	\$ 1,623,173	N/A
Water Efficiency Reserve	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ 200,000
Water Meter Replacement Reserve	\$ 1,325,000	\$ 200,000	\$ -	\$ -	\$ -	\$ 1,525,000	N/A
Fleet Equipment Reserve	\$ 334,253	\$ -	\$ -	\$ -	\$ -	\$ 334,253	\$ 318,559
Employment-Related Benefits Reserve	\$ 405,319	\$ -	\$ -	\$ -	\$ -	\$ 405,319	\$ 1,079,527
	<u>\$ 13,589,859</u>	<u>15,669,707</u>	<u>\$ (14,165,717)</u>	<u>\$ 1,242,444</u>	<u>\$ (1,239,448)</u>	<u>\$ 15,096,845</u>	<u>\$ 7,613,351</u>



SUSAN K. TALWAR, Treasurer

TREASURER'S REPORT OF FUND BALANCES
December 31, 2019

Fund Transfers Summary:

The Operating Fund Transferred:	\$ 1,242,444	from funds collected in December 2019 per Treasurer's Report
	<u>\$ (1,239,448)</u>	disbursements made in December 2019 per Treasurer's Report
	\$ 2,996	

Citrus Heights Water District
Budget Performance Report
As of 12/31/2019

CC-06

	December	Year-to-Date	Year-to-Date	YTD Variance		Annual
	Actual	Actual	Budget	Amount	Percent	Budget
Revenues						
Metered Service Charges	\$884,638.43	\$9,533,728.72	\$9,002,494.00	\$531,234.72	5.90%	\$9,002,494.00
Metered Water Deliveries	470,595.52	5,143,554.56	5,824,506.00	(680,951.44)	-11.69%	5,824,506.00
Non-Metered Service Charges	10,334.82	105,642.45	140,000.00	(34,357.55)	-24.54%	140,000.00
Penalties	6,423.50	69,724.93	150,000.00	(80,275.07)	-53.52%	150,000.00
Interest	3,239.96	161,088.83	100,000.00	61,088.83	61.09%	100,000.00
Backflow Fees	4,526.55	53,775.84	116,000.00	(62,224.16)	-53.64%	116,000.00
Water Service Install & S&R	10,229.56	61,011.87	27,300.00	33,711.87	123.49%	27,300.00
Grant Funds		4,405.86		4,405.86	0.00%	
Miscellaneous *	9,328.06	159,834.40	147,000.00	12,834.40	8.73%	147,000.00
Cost Reimbursements	766.85	14,383.39		14,383.39	0.00%	
Income - Wheeling Water		6,759.46	2,700.00	4,059.46	150.35%	2,700.00
Income - Groundwater Transfers		38,315.56		38,315.56	0.00%	
Income - Connection Fees		76,230.00		76,230.00	0.00%	
Total Revenue	1,400,083.25	15,428,455.87	15,510,000.00	(81,544.13)	-0.53%	15,510,000.00
*includes Assessments, New Account, Back Charges & other Miscellaneous Revenue Sources						
Operating Expenses						
Cost of Water						
Purchased Water		2,944,506.17	3,449,647.00	(505,140.83)	-15%	3,449,647.00
Ground Water	41,206.41	647,489.26	827,101.38	(179,612.12)	-22%	827,101.38
	41,206.41	3,591,995.43	4,276,748.38	(684,752.95)	-16%	4,276,748.38
Labor & Benefits						
Labor Regular	229,877.30	3,205,067.29	3,184,500.80	20,566.49	1%	3,184,500.80
Labor Taxes	13,341.56	230,189.41	248,785.84	(18,596.43)	-7%	248,785.84
Labor Workers Comp		57,907.13	80,900.00	(22,992.87)	-28%	80,900.00
Labor External	2,100.00	94,369.30	108,740.00	(14,370.70)	-13%	108,740.00
Benefits Med/Den/Vis	682.53	457,397.01	514,401.70	(57,004.69)	-11%	514,401.70
Benefits LTD/Life/EAP	-365.23	35,927.20	52,914.05	(16,986.85)	-32%	52,914.05
Benefits CalPers	19,622.28	235,433.11	297,321.29	(61,888.18)	-21%	297,321.29
Benefits Other	1,637.77	22,512.77	30,350.00	(7,837.23)	-26%	30,350.00
Benefits OPEB		82,400.00		82,400.00	0%	
Benefit Retiree Expenses	3,739.73	46,767.57	52,554.00	(5,786.43)	-11%	52,554.00
Benefit Unemployment	63.46	4,249.74	9,240.00	(4,990.26)	-54%	9,240.00
Benefit GASB 68		382,624.50	389,055.00	(6,430.50)	-2%	389,055.00
Capitalized Labor & Benefit Contra	(27,702.68)	(482,104.19)	(550,000.00)	67,895.81	-12%	(550,000.00)
	242,996.72	4,372,740.84	4,418,762.68	-46,021.84	-0.01	4,418,762.68
General & Administrative Fees & Charges	10,925.70	115,662.52	191,095.00	(75,432.48)	-39.47%	191,095.00

Citrus Heights Water District
Budget Performance Report
As of 12/31/2019

CC-06

	December	Year-to-Date	Year-to-Date	YTD Variance		Annual
	Actual	Actual	Budget	Amount	Percent	Budget
Regulatory Compliance/Permits	1,800.00	71,287.20	85,065.00	(13,777.80)	-16.20%	85,065.00
District Events & Recognition	5,293.85	34,161.51	64,840.00	(30,678.49)	-47.31%	64,840.00
Maintenance/Licensing	904.20	131,248.58	147,110.00	(15,861.42)	-10.78%	147,110.00
Equipment Maintenance	11,618.36	81,956.19	103,125.00	(21,168.81)	-20.53%	103,125.00
Professional Development	4,737.06	65,745.05	114,819.00	(49,073.95)	-42.74%	114,819.00
Department Admin		1,498.62	23,200.00	(21,701.38)	-93.54%	23,200.00
Dues & Subscriptions	506.00	156,922.64	159,942.00	(3,019.36)	-1.89%	159,942.00
Facility Improvements		338.23		338.23	0.00%	
Fuel & Oil	9,233.01	45,265.64	56,100.00	(10,834.36)	-19.31%	56,100.00
General Supplies	12,497.30	55,934.79	47,200.00	8,734.79	18.51%	47,200.00
Insurance - Auto/Prop/Liab		79,501.58	89,250.00	(9,748.42)	-10.92%	89,250.00
Leasing/Equipment Rental	1,193.33	40,785.10	27,060.00	13,725.10	50.72%	27,060.00
Parts & Materials	15,143.38	360,421.90	55,000.00	305,421.90	555.31%	55,000.00
Postage/Shipping/Freight	10,009.83	129,224.81	169,100.00	(39,875.19)	-23.58%	169,100.00
Rebates & Incentives	150.00	8,250.00	29,680.00	(21,430.00)	-72.20%	29,680.00
Telecom/Network	2,994.82	34,162.35	45,500.00	(11,337.65)	-24.92%	45,500.00
Tools & Equipment	2,348.98	85,504.33	110,050.00	(24,545.67)	-22.30%	110,050.00
Utilities	398.61	5,929.92		5,929.92	0.00%	
Write-Off Bad Debt Exp		69.28	5,000.00	(4,930.72)	-98.61%	5,000.00
Capitalized G&A Contra	(8,491.32)	(260,505.15)		(260,505.15)	0.00%	
Capitalized Equipment Contra	(24,926.13)	(381,750.33)		(381,750.33)	0.00%	
	56,336.98	861,614.76	1,523,136.00	(661,521.24)	-43.43%	1,523,136.00
Professional & Contract Services						
Support Services	52,571.87	711,587.93	1,731,377.00	(1,019,789.07)	-58.90%	1,731,377.00
Legal Services	13,634.00	174,240.76	300,000.00	(125,759.24)	-41.92%	300,000.00
Printing Services	6.44	8,126.47	36,950.00	(28,823.53)	-78.01%	36,950.00
	66,212.31	893,955.16	2,068,327.00	(1,145,671.84)	-56.17%	2,068,327.00
Reserves & Debt Services						
Interest Expense		81,047.78	122,625.01	(41,577.23)	-33.91%	122,625.01
Net Increase(Decrease) in Value of Investments		(5,907.73)		(5,907.73)	0.00%	
		75,140.05	122,625.01	(47,484.96)	-38.72%	122,625.01
Total Operating Expenses	406,752.42	9,795,446.24	12,380,899.07	(2,585,452.83)	-20.88%	12,409,599.07
Net Income / (Expense)	993,330.83	5,633,009.63	3,129,100.93	2,503,908.70	80.02%	3,100,400.93

Citrus Heights Water District
 Capital Projects Summary
 Fiscal Period End as of 12/2019

CC-7

Project Number	Project Name	BUDGET		AMOUNTS PAID			Remaining Budget
		Project Forecast Budget	Expenditures to 12/2018	Month to Date	Year to Date	Project to Date	
C15-102	Corporation Yard Improvements	\$330,097	\$111,419	\$7,642	\$120,671	\$232,090	\$98,007
C16-131	Wind Way and Longwood Way	\$327,158	\$23,128	\$0	\$333,840	\$356,968	(\$29,810)
C16-134	Auburn Blvd-Rusch Park Placer	\$10,000	\$609	\$0	\$0	\$609	\$9,391
C19-108	6230 Sylvan East Wall	\$250,000	\$0	\$0	\$2,432	\$2,432	\$247,568
Construction in Progress		\$917,255	\$135,156	\$7,642	\$456,943	\$592,099	\$325,156
C18-013	Water Meter Replacements	\$46,497	\$10,847	\$0	\$60,401	\$71,249	(\$24,752)
C19-010	Water Main Replacements	\$66,843	\$0	\$2,789	\$32,777	\$32,777	\$34,066
C19-011	Water Valve Replacements	\$148,540	\$0	\$0	\$35,507	\$35,507	\$113,034
C19-012	Water Service Connections	\$957,700	\$0	\$49,211	\$664,818	\$664,818	\$292,882
C19-013	Water Meter Replacements	\$129,086	\$0	\$817	\$38,874	\$38,874	\$90,213
C19-014	Fire Hydrants	\$159,150	\$0	\$0	\$101,579	\$101,579	\$57,571
Annual Infrastructure		\$1,507,816	\$10,847	\$52,817	\$933,956	\$944,804	\$563,013
C15-104B	Document Management System	\$250,000	\$5,361	\$0	\$0	\$5,361	\$244,639
C18-003	Fleet/Field Operations Equip	\$71,325	\$0	\$0	\$81,086	\$81,086	(\$9,760)
C18-004	Technology Hardware/Software	\$0	(\$5,685)	\$0	\$13,123	\$7,438	(\$7,438)
C19-003	Fleet/Field Operations Equip	\$295,000	\$0	\$0	\$61,079	\$61,079	\$233,921
C19-004	Technology Hardware/Software	\$10,000	\$0	\$0	\$3,887	\$3,887	\$6,113
Fleet and Equipment		\$626,325	(\$324)	\$0	\$159,174	\$158,850	\$467,476
C15-109	Blossom Hill Way 6" & 10" Inte	\$27,777	\$0	\$0	\$0	\$0	\$27,777
C15-110	Crestmont Ave 6" Intertie	\$24,288	\$0	\$0	\$91	\$91	\$24,197
C17-101	Pleasant View Dr-Oak to Poppy	\$701,900	\$12,966	\$4,081	\$258,078	\$271,044	\$430,856
C17-102	Michigan Dr - Sunrise to West	\$285,022	\$12,963	\$3,999	\$41,130	\$54,093	\$230,929
C18-102	Thunderhead Cir 8in Main Rplc	\$157,407	\$5,616	\$0	\$61	\$5,677	\$151,730
C18-103	Cologne Way 6in Main Replace	\$220,471	\$267	\$8,724	\$60,510	\$60,776	\$159,695
C18-104	Quiet Oak Ln 8in Main Oak S	\$127,654	\$222	\$1,428	\$155,966	\$156,188	(\$28,534)
C18-105	Old Auburn Rd Dafodil Wooddale	\$150,465	\$311	\$13,421	\$93,767	\$94,078	\$56,387

Citrus Heights Water District
 Capital Projects Summary
 Fiscal Period End as of 12/2019

CC-7

Project Number	Project Name	BUDGET		AMOUNTS PAID			Remaining Budget
		Project Forecast Budget	Expenditures to 12/2018	Month to Date	Year to Date	Project to Date	
C19-101	Robie Way 8" Main Replacement	\$26,846	\$0	\$2,193	\$8,338	\$8,338	\$18,508
C19-102	Patton 8" Main Repl Watson/Nth	\$67,679	\$0	\$605	\$44,312	\$44,312	\$23,367
C19-103	Watson 8" Main Repl Sherlock	\$406,401	\$0	\$4,820	\$330,165	\$330,165	\$76,236
C19-104	Admiral MainRepl 8"	\$30,310	\$0	\$0	\$0	\$0	\$30,310
C19-105	Whyte MainRepl 8" Langley	\$83,235	\$0	\$10,476	\$27,982	\$27,982	\$55,253
C19-106	Wells Ave Main 8"	\$22,460	\$0	\$0	\$8,341	\$8,341	\$14,120
C19-107	Rowan MainRep 8/6" Grady	\$28,419	\$0	\$1,500	\$4,511	\$4,511	\$23,908
Water Mains		\$2,360,334	\$32,345	\$51,248	\$1,033,251	\$1,065,596	\$1,294,738
C17-103	Operations Building Remodel	\$21,300	\$19,322	\$0	\$1,858	\$21,180	\$120
C19-005	Facilities Improvements	\$130,000	\$0	\$0	\$83,461	\$83,461	\$46,539
C19-005A	Admin Boardroom Audio System	\$10,000	\$0	\$0	\$9,584	\$9,584	\$416
C19-040	Other City Partnerships	\$100,000	\$0	\$0	\$1,614	\$1,614	\$98,386
C19-040A	Highland Rinconada Drainage	\$0	\$0	\$182	\$45,889	\$45,889	(\$45,889)
C19-040B	Mariposa SR2S Phase III	\$0	\$0	\$182	\$1,331	\$1,331	(\$1,331)
C19-040C	Mariposa Ave SR2S Phase IV	\$0	\$0	\$0	\$508	\$508	(\$508)
C19-040E	Bonita Drainage	\$0	\$0	\$177	\$177	\$177	(\$177)
C19-041	Other Misc Infrastructure	\$50,000	\$0	\$0	\$70,512	\$70,512	(\$20,512)
C19-041A	Easements Rosa Vista	\$0	\$0	\$0	\$3,055	\$3,055	(\$3,055)
Miscellaneous Projects		\$311,300	\$19,322	\$540	\$217,991	\$237,314	\$73,986
C17-104	Groundwater Well Property Acq	\$640,000	\$189,875	\$0	\$156,176	\$346,052	\$293,948
C17-104A	Well #7 Patton	\$250,000	\$18,261	\$0	\$11,928	\$30,189	\$219,811
C17-104B	Well #8 Highland	\$0	\$0	\$0	\$11,731	\$11,731	(\$11,731)
C18-020	Groundwater Well Improvements	\$59,289	\$8,499	\$0	\$12,532	\$21,030	\$38,259
C19-020	Groundwater Well Improvements	\$175,000	\$0	\$28,840	\$53,522	\$53,522	\$121,478
C19-109	Well Acq Greenback Kenneth	\$0	\$0	\$1,373	\$1,373	\$1,373	(\$1,373)
Wells		\$1,124,289	\$216,635	\$30,213	\$247,262	\$463,897	\$661,765
Grand Totals:		\$6,847,319	\$413,982	\$142,460	\$3,048,578	\$3,462,559	\$3,386,133

DECEMBER 2019 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
68681	Marion/Shirley Gnagy Revocable Trust	Customer Refund	\$191.35
68682	Marcia Chaussee Living Trust	Customer Refund	\$190.56
68683	Judith A Grant	Customer Refund	\$88.66
68684	Richard P/Aloisia C Kniesel	Customer Refund	\$1,373.48
68685	Sheldon E Lewright Trust	Customer Refund	\$13.11
68686	Larry G Blunt	Customer Refund	\$71.87
68687	Zasia Monet DeAngelo	Customer Refund	\$256.10
68688	Mary Ann Stumpf Estate	Customer Refund	\$22.08
68689	Priscilla E Kozlowski	Customer Refund	\$14.75
68690	Viola M Thompson Trust	Customer Refund	\$102.42
68691	Barbara Lawrie	Customer Refund	\$71.90
68692	Roger S/Shirley Kramer	Customer Refund	\$49.08
68693	Peter Woodson	Customer Refund	\$166.76
68694	J D Showalter Living Trust	Customer Refund	\$29.87
68695	Jenifer L/ Aaron K Bird	Customer Refund	\$124.15
68696	C B Sullivan 2 LLC	Customer Refund	\$382.70
68697	Keith M/Stephane K Bauer	Customer Refund	\$21.79
68698	George/Pennie Cardoza	Customer Refund	\$99.64
68699	BKSP Properties LLC	Customer Refund	\$20.16
68700	VJS Investments LLC	Customer Refund	\$45.39
68701	Benjamin/Jocelyn Clark	Customer Refund	\$29.97
68702	Sunrise Madison Retail, LLC	Customer Refund	\$221.99
68703	Lija Chen	Customer Refund	\$292.09
68704	Marie C Smith	Customer Refund	\$27.64
68705	Betty M Brody	Customer Refund	\$40.20
68706	Dallas Drake	Customer Refund	\$342.96
68707	Belton P Mouars	Customer Refund	\$31.97
68708	Tracy L Biazio	Customer Refund	\$40.63
68709	Afman Supply	Small Tools	\$189.91
68710	AWWA	Dues & Subscriptions	\$4,269.00
68711	Bart/Riebes Auto Parts	Repair-Trucks	\$73.94
68712	Best Best & Krieger	Legal & Audit	\$7,953.50
68713	Bcndcr Rosenthal Incorporated	Contract Services-Other	\$2,470.15
68714	BSK Associates	Water Analysis	\$1,428.00
68715	Burketts	Office Expense	\$245.51
68716	California Landscape Associates Inc	Janitorial	\$200.00
68717	California Society of Municipal Finance Officers	Dues & Subscriptions	\$250.00
68718	Caltronics Business System	Small Office Equipment	\$262.91
68719	City of Citrus Heights	Permit Fees	\$1,800.00
68720	College Oak Towing	Repair-Trucks	\$125.00
68721	County of Sacramento - Clerk	Publication Notices	\$80.00
68722	Sacramento County Utilities	Utilities	\$190.30
68723	DDI Detail	Contract Services-Miscellaneous	\$220.00

DECEMBER 2019 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
68724	Ditch Witch	Fixed Assets	\$4,878.38
68725	Fast Action Pest Control	Contract Services-Miscellaneous	\$115.00
68726	First Apostolic Church of Citrus Heights	Fixed Assets	\$887.50
68727	Gaynor Telesystems Incorporated	Contract Services-Other	\$397.50
68728	Ferguson Enterprises Inc #1423	Material	\$524.34
68729	Madeline Henry	Continued Education	\$121.00
68730	Integrity Administrators Inc	Health Insurance	\$5,000.00
68731	Interwest Consulting Group	Contract Services-Engineering	\$770.00
68732	J Comm Inc	Contract Services-Other	\$2,500.00
68733	Wayne C Johnson	Contract Services-Engineering	\$1,500.00
68734	San Gabriel Temp Staffing LLC dba LaborMax	Contract Services-Temporary Labor	\$1,457.50
68735	Moonlight BPO	PC-Bill Print/Mail	\$7,110.55
68736	Brittney Moore	Continued Education	\$115.00
68737	Red Wing Shoe Store	Small Tools	\$265.04
68738	Regional Government Services	Contract Services-Other	\$1,958.34
68739	Regional Water Authority	Dues & Subscriptions	\$700.00
68740	Scarsdale Security Security Systems Inc	Contract Services-Other	\$284.97
68741	Les Schwab Tires	Repair-Trucks	\$323.28
68742	Sierra Safety	Small Tools	\$163.78
68743	Spot on Signs & Graphics	Contract Services-Office Repair/Maintenance	\$265.99
68744	State Water Resources Control Board	Dues & Subscriptions	\$105.00
68745	Neil A Tamagni	Toilet Rebate Program	\$171.25
68746	ULINE	Supplies-Field	\$630.46
68747	United Rentals (North America) Inc	Equipment Rental-Field	\$7,734.53
68748	Wallace Kuhl & Associates Inc	Contract Services-Miscellaneous	\$2,824.50
68749	Samuel K /Ashley R Wambugu	Toilet Rebate Program	\$75.00
68750	Wolf Consulting	Contract Services-Other	\$625.00
68751	Best Best & Krieger	Legal & Audit	\$18,493.91
68752	Central Valley Engineering & Asphalt, Inc.	Contract Services-PAVING	\$110,010.75
68753	Cogsdale	Contract Services-Other	\$62,858.06
68754	Ferguson Enterprises Inc #1423	Material	\$13,361.02
68755	KASL Consulting Engineers	Contract Services-Engineering	\$33,054.58
68756	Lund Construction	Contract Services-Engineering	\$362,473.92
68757	Martin General Engineering Inc	Customer Refund	\$41,516.47
68758	PNP Construction, Inc	Contract Services-Engineering	\$22,864.00
68759	Sagent	Contract Services-Other	\$10,176.62
68760	SMUD	Utilities	\$8,992.47
68761	United Rentals (North America) Inc	Equipment Rental-Field	\$27,380.01
68762	Warren Consulting Engineers Inc	Contract Services-Engineering	\$21,400.00
68763	Williams+Paddon	Contract Services-Engineering	\$19,200.00
68764	Neil L/Mary E Simpson	Customer Refund	\$8.97
68765	Sims Trust/Merilyn C Robinson	Customer Refund	\$373.46
68766	Zasia Monet DeAngelo	Customer Refund	\$168.91
68767	Kearl Family Trust	Customer Refund	\$18.60
68768	Earth Station Smog	Customer Refund	\$22.49
68769	Greg E/Diane L Larson	Customer Refund	\$293.56

DECEMBER 2019 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
68770	Spencer T/Regina Edwards	Customer Refund	\$184.58
68771	Brandon Fiedler	Customer Refund	\$235.50
68772	Vincent N Nicholas	Customer Refund	\$60.85
68773	Ali Nomai	Customer Refund	\$26.12
68774	A&A Stepping Stone Manufacturing	Supplies-Field	\$108.01
68775	ABA DABA Rentals & Sales	Supplies-Field	\$267.62
68776	AFLAC	Employee Paid Insurance	\$434.53
68777	AIA Services, LLC/NDS	Water Conservation-Material /Supplies	\$49.72
68778	Alexander's Contract Services	Contract Services-Meter Reading	\$6,138.06
68779	AnswerNet	Telephone-Answering Service	\$302.05
68780	AREA Restroom Solutions	Equipment Rental-Field	\$131.11
68781	Bart/Riebes Auto Parts	Repair-Trucks	\$185.62
68782	Bryce Consulting, Inc	Legal & Audit	\$680.00
68783	CirclePoint	Water Conservation-Material /Supplies	\$1,155.00
68784	City of Citrus Heights	Permit Fees	\$1,500.00
68785	Consolidated	Telephone-Local/Long Distance	\$1,841.37
68786	Robin Cope	Health Insurance	\$424.73
68787	Corelogic Information Solutions Inc	Dues & Subscriptions	\$211.56
68788	Timothy R Cutler	Continued Education	\$209.24
68789	Dawson Oil Company	Gas & Oil	\$564.83
68790	Diana Miller Photography	Contract Services-Miscellaneous	\$345.00
68791	Employee Relations Inc	Contract Services-Other	\$96.00
68792	Future Ford	Repair-Trucks	\$372.58
68793	Grainger	Small Tools	\$418.35
68794	Harris & Associates	Contract Services-Engineering	\$3,680.00
68795	Brian M Hensley	Continued Education	\$252.24
68796	Integrity Administrators Inc	Health Insurance	\$260.48
68797	J4 Systems	Contract Services-Other	\$369.75
68798	KBA Document Solutions Inc	Equipment Rental-Office	\$25.20
68799	KBA Document Solutions, LLC	Equipment Rental-Office	\$342.63
68800	Lowe's	Supplies-Field	\$574.15
68801	MidAmerica Administrative & Retirement Solutions	Employee Paid Insurance	\$48.00
68802	Jeffery Ott	Continued Education	\$134.36
68803	Missy Pieri	Continued Education	\$135.58
68804	Pirtek Power Inn	Repair-Trucks	\$974.45
68805	Republic Services #922	Utilities	\$280.13
68806	Void	Void	\$0.00
68807	Sonsray Machinery, LLC	Fixed Assets	\$7,641.81
68808	US Bank I.M.P.A.C. Government Services	Continued Education	\$5,205.64
68809	Walker's Office Supplies	Office Expense	\$271.53
68810	Marcia Chaussee Living Trust	Customer Refund	\$196.59
68811	George N/Rebecca R Dozet	Customer Refund	\$34.44
68812	David A Bailey	Customer Refund	\$263.52
68813	Denise Gilbert	Customer Refund	\$84.02
68814	William A III/Hiede M Derby	Customer Refund	\$249.41
68815	Don Chanthone-Nguyen	Customer Refund	\$225.00

DECEMBER 2019 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
68816	Laini M Manley	Customer Refund	\$914.95
68817	Keller Williams Realty	Customer Refund	\$13.72
68818	Charles D Smith	Customer Refund	\$107.66
68819	Heather Y Bates	Customer Refund	\$198.69
68820	Christopher M Hall	Customer Refund	\$23.32
68821	Lois Barnes	Customer Refund	\$171.78
68822	Charles R/Amanda M Knippschild	Customer Refund	\$24.43
68823	Caddick Family Trust	Customer Refund	\$17.89
68824	Joanna Vieyra	Customer Refund	\$17.93
68825	Ronald G Lamica	Customer Refund	\$19.25
68826	NMS Investment Corp	Customer Refund	\$62.67
68827	1st Advantage Business Solutions	Contract Services-Financial	\$125.00
68828	ABA DABA Rentals & Sales	Supplies-Field	\$123.89
68829	Alexander's Contract Services	Contract Services-Meter Reading	\$2,378.14
68830	AT&T Payment Center	Telephone-Local/Long Distance	\$60.00
68831	Avalon Custodial Care	Janitorial	\$695.00
68832	California-Nevada Section AWWA	Dues & Subscriptions	\$80.00
68833	Axcient Holdings LLC	Maintenance Agreement-Software	\$444.30
68834	Bart/Riebes Auto Parts	Repair-Trucks	\$23.14
68835	Best Best & Krieger	Legal & Audit	\$7,378.50
68836	Bender Rosenthal Incorporated	Contract Services-Other	\$401.25
68837	BSK Associates	Water Analysis	\$1,032.00
68838	City of Citrus Heights	Permit Fees	\$1,050.00
68839	Dawson Oil Company	Gas & Oil	\$684.18
68840	Indoor Environmental Services	Maintenance Agreement-Equipment	\$592.75
68841	Interwest Consulting Group	Contract Services-Engineering	\$1,093.75
68842	Void	Void	\$0.00
68843	KASL Consulting Engineers	Contract Services-Engineering	\$4,805.90
68844	San Gabriel Temp Staffing LLC dba LaborMax	Contract Services-Temporary Labor	\$1,793.84
68845	Liebert Cassidy Whitmore	Legal & Audit	\$418.00
68846	Moonlight BPO	Contract Services-Bill Print/Mail	\$7,490.17
68847	Jenna Moser	Continued Education	\$20.00
68848	Pace Supply Corp	Material	\$2,590.88
68849	Pacific Gas & Electric	Utilities	\$118.48
68850	Raftelis	Contract Services-Miscellaneous	\$4,436.96
68851	Red Wing Shoe Store	Small Tools	\$266.65
68852	Safety Center Inc	Continued Education	\$85.00
68853	Les Schwab Tires	Repair-Trucks	\$105.00
68854	Rebecca Scott	Continued Education	\$160.00
68855	Caryl Sheehan	Customer Refund	\$14.56
68856	Shred It-Usa	Equipment Rental-Office	\$45.60
68857	SureWest Directories	Telephone-Local/Long Distance	\$49.00
68858	Tripepi Smith	Contract Services-Other	\$1,485.00
68859	Walker's Office Supplies	Office Expense	\$126.79
68860	WaterWise Consulting, Inc	Contract Services-Water Conservation	\$350.00

DECEMBER 2019 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
68861	Warren Consulting Engineers Inc	Contract Services-Engineering	\$7,000.00
68862	West Coast Arborists, Inc	Contract Services-Miscellaneous	\$2,403.00
68863	Harris & Associates	Contract Services-Engineering	\$7,542.82
68864	California-Nevada Section AWWA	Dues & Subscriptions	\$50.00
68865	Voyager Fleet Systems Inc	Gas & Oil	\$6,874.24
68866	Simeon Smilack	Customer Refund	\$30.98
68867	Elizabeth L Schmittner	Customer Refund	\$32.99
68868	Mary C Pochop	Customer Refund	\$414.32
68869	Jack C/Melva J Richards	Customer Refund	\$2,062.99
68870	Jan Finlay	Customer Refund	\$11.44
68871	Barry S Cannon	Customer Refund	\$12.25
68872	Tom/Gwendolyn Giberson	Customer Refund	\$145.08
68873	Garry L/Roslyn M Crawford	Customer Refund	\$40.99
68874	Viktor/Nina Semenyuk	Customer Refund	\$220.70
68875	Michelle M Wolken	Customer Refund	\$14.15
68876	Joshua C Bublitz	Customer Refund	\$161.34
68877	James J D'Antonio	Customer Refund	\$31.60
68878	Rachel Dawn Harvey Revocable Trust	Customer Refund	\$18.78
68879	Limin Y Shang	Customer Refund	\$17.50
68880	Victoria S Schwermann	Customer Refund	\$14.08
68881	Marguerite Myers	Customer Refund	\$10.68
68882	Glenn E Pippin	Customer Refund	\$13.02
68883	Gregory A Pinkernell	Customer Refund	\$146.67
68884	Janet L Dill-Clarke	Customer Refund	\$53.49
68885	Sky Point Inc	Customer Refund	\$181.44
68886	AFLAC	Employee Paid Insurance	\$402.23
68887	Afman Supply	Small Tools	\$523.15
68888	Alexander's Contract Services	Contract Services-Meter Reading	\$6,280.20
68889	AREA Restroom Solutions	Equipment Rental-Field	\$142.41
68890	Bart/Riebes Auto Parts	Repair-Trucks	\$186.66
68891	Batteries Plus Bulbs	Small Tools	\$119.27
68892	Best Best & Krieger	Legal & Audit	\$7,876.50
68893	BSK Associates	Water Analysis	\$308.00
68894	C & D Power	Repair-Equipment/Hardware	\$4,260.00
68895	California Surveying & Drafting Supply	Small Tools	\$5.00
68896	Dawson Oil Company	Gas & Oil	\$1,003.74
68897	Fast Action Pest Control	Contract Services-Miscellaneous	\$115.00
68898	Future Ford	Repair-Trucks	\$2,585.52
68899	Government Finance Officers Association	Dues & Subscriptions	\$150.00

DECEMBER 2019 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
68900	Ferguson Enterprises Inc #1423	Material	\$2,873.80
68901	Harris & Associates	Contract Services-Engineering	\$1,350.00
68902	Holt of California	Repair-Equipment/Hardware	\$1,242.62
68903	Iconix Waterworks	Material	\$7,392.20
68904	Indoor Environmental Services	Maintenance Agreement-Equipment	\$506.81
68905	KBA Document Solutions Inc	Equipment Rental-Office	\$15.20
68906	Moonlight BPO	Contract Services-Bill Print/Mail	\$7,147.65
68907	Ray Riehle	Continued Education	\$101.15
68908	A. Teichert & Son, Inc.	Road Base	\$2,286.50
68909	Titan Workforce LLC	Contract Services-Temporary Labor	\$1,064.00
68910	Verizon Wireless	Telephone-Wireless	\$1,093.45
68911	Walker's Office Supplies	Office Expense	\$22.71
68912	Warren Consulting Engineers Inc	Contract Services-Engineering	\$6,950.00
68913	Warren Consulting Engineers Inc	Contract Services-Engineering	\$4,800.00
TOTAL			<u>\$985,888.90</u>
ACH	1168-2019-11 INVOICE CLOUD	Bank Fee	\$4,549.80
ACH	201911280 PAYCHEX	Contract Services-Other	\$617.55
ACH	BOW NOV 2019	Bank Fee	\$1,484.43
ACH	ICMA 12/26/16 PAYDAY	Deferred Compensation	\$2,832.78
ACH	ICMA-ROTH 12/26/19 PAYDAY	Deferred Compensation	\$100.00
ACH	JAN 2020 CAL CHOICE	Health Insurance	\$42,477.83
ACH	JAN 2020 PRINCIPAL LIFE	Health Insurance	\$7,617.58
ACH	JPMORGAN NOVEMBER 201919	See November Agenda Item CC-9	\$7,103.62
ACH	NOV 2019 CHASE	Bank Fee	\$2,555.56
ACH	NOVEMBER 2019 MID AMERICA	Employee Paid Insurance	\$272.31
ACH	PERS 11/28/19 PAYDAY	PERS	\$19,231.19
ACH	VALIC 12/26/19 PAYDAY	Deferred Compensation	\$1,804.18
ACH	ICMA 12/12/19 PAYDAY	Deferred Compensation	\$2,569.12
ACH	ICMA ROTH 12/12/19 PAYDAY	Deferred Compensation	\$100.00
ACH	PERS 11/14/19 PAYDAY	PERS	\$19,231.19
ACH	VALIC 12/12/19 PAYDAY	Deferred Compensation	\$1,779.25
TOTAL			<u>\$114,326.39</u>
GRAND TOTAL			<u><u>\$1,100,215.29</u></u>

January Checks Approved at January Board Meeting

68914	HARRIS & ASSOCIATES	Contract Services-Engineering	\$8,662.50
68915	LUND CONSTRUCTION	Contract Services- Engineering	\$16,460.46
68916	SMUD	Utilities	\$12,607.64
68917	TRUBLUE AUTOMATION SERVICES	Wells Maintenance	\$28,840.00
68918	WATERWISE CONSULTING, INC	Contract Services-Water Conservation	\$10,155.78
68919	MARTIN GENERAL ENGINEERING, INC	Contract Services- Engineering	\$130,889.30
Total			<u>\$207,615.68</u>

Purchase-Card Distributions
Dec-19

Name	Prepaid	Professional Development	Tools & Equipment	District Events & Recognition	Postage/Shipping /Freight	General Supplies	Dues & Subscription	Gas & Oil	Equipment Maintenance	Supplies	Meeting Accommodations	Wells - Main	Capital Project (CIP)	Continued Education	Maint. Agrmt. - Software	Repair - Truck	Total Bill
Shockley	\$ 350.00	\$ 3,886.23	\$ 289.51	\$ 1,431.46	\$ 73.50	\$ 218.36	\$ 255.00		\$ 265.99								\$ 6,770.05
Spiers								\$ 343.86		\$ 238.17						\$ 1,015.86	\$ 1,597.89
Talwar				\$ 40.00													\$ 40.00
Gordon								\$ 81.11									\$ 81.11
Cutler										\$ 10.83							\$ 10.83
Henry											\$ 183.18						\$ 183.18
Hensley												\$ 209.88					\$ 209.88
Ott													\$ 4,492.50	\$ 54.00	\$ 60.00		\$ 4,606.50
Straus											\$ 73.79			\$ 1,650.46			\$ 1,724.25
Total Bill	\$ 350.00	\$ 3,886.23	\$ 289.51	\$ 1,471.46	\$ 73.50	\$ 218.36	\$ 255.00	\$ 424.97	\$ 265.99	\$ 249.00	\$ 256.97	\$ 209.88	\$ 4,492.50	\$ 1,704.46	\$ 60.00	\$ 1,015.86	\$ 15,223.69

Citrus Heights Water District
2019 Staff Training Courses/Seminars/Conferences

as of 1/8/2020

DIRECTORS

Date	Days	Topic	Organizing Agency	Location	Attendee	Total Expenses	Registration	Hotel	Meals	Transportation
5/7/19-5/10/19	3	ACWA Spring Conference	ACWA	Monterey, CA	Caryl Sheehan	1,340.35	725.00	495.68	119.67	-
5/7/19-5/10/19	3	ACWA Spring Conference	ACWA	Monterey, CA	David Wheaton	1,295.16	725.00	495.68	74.48	-
5/7/19-5/10/19	3	ACWA Spring Conference	ACWA	Monterey, CA	Ray Riehle	1,527.84	725.00	495.68	46.88	260.28
12/3/19-12/6/19	4	ACWA Fall Conference	ACWA	San Diego, CA	Ray Riehle	1,928.30	950.00	707.34	90.00	180.96
12/2/19-12/3/19	1	ACWA Fall Conference	ACWA	San Diego, CA	J. Moser (CAC)	567.74		235.78	20.00	311.96
12/2/19-12/5/19	4	ACWA Fall Conference	ACWA	San Diego, CA	David Wheaton	2,386.10	950.00	943.12	200.00	292.98
12/2/19-12/5/19	1	ACWA Fall Conference	ACWA	San Diego, CA	Caryl Sheehan	486.76		235.78	115.00	135.98
						-				
						-				

Total - Directors 9,532.25

STAFF

Date	Days	Topic	Organizing Agency	Location	Attendee	Total Expenses	Registration	Hotel	Meals	Transportation
1/8/19-1/11/19	4	CSMFO Convention	CSMFO	Palm Springs, CA	Susan Sohal	1,459.06	370.00	697.32	46.14	345.60
1/8/19-1/11/19	4	CSMFO Convention	CSMFO	Palm Springs, CA	Alberto Preciado	1,333.38	370.00	697.32	46.15	219.91
1/14/19-1/16/19	3	Cappo Conference	CAPPO	Sacramento, CA	Beth Shockley	486.19	349.00	-	-	137.19
2/10/19-2/13/19	4	Parma Conference	Parma	Anaheim, CA	Chris Castruita	1,907.42	350.00	610.74	179.39	767.29
2/10/19-2/13/19	4	Parma Conference	Parma	Anaheim, CA	Madeline Henry	1,337.50	320.00	610.74	92.44	314.32
4/8/19-4/11/19	4	Capio Conference	Capio	San Diego, CA	Madeline Henry	1,527.22	530.00	645.78	95.74	255.70
7/7/19-7/10/19	4	Esri Conference	Esri	San Diego, CA	Borey Swing	1,566.61	-	928.28	205.76	432.57
7/7/19-7/10/19	5	Esri Conference	Esri	San Diego, CA	Jeff Ott	2,058.15	-	1,392.49	195.74	469.92
5/7/19-5/10/19	3	ACWA Spring Conference	ACWA	Monterey, CA	Hilary Straus	1,337.16	725.00	495.68	74.48	42.00
5/7/19-5/10/19	3	ACWA Spring Conference	ACWA	Monterey, CA	Missy Pieri	1,295.16	725.00	495.68	74.48	-
5/7/19-5/10/19	3	ACWA Spring Conference	ACWA	Monterey, CA	Susan Sohal	1,295.16	725.00	495.68	74.48	-
5/14/19-5/17/19	3	Peer to Peer	Calwep	Anaheim, CA	Rex Meurer	1,344.59	266.85	559.26	111.29	407.19
6/23/16-6/25/19	3	General Manager Leadership Summit	CSDA	Newport Beach, CA	Hilary Straus	1,501.13	625.00	635.61	-	240.52
6/23/16-6/25/19	3	General Manager Leadership Summit	CSDA	Newport Beach, CA	Susan Talwar	1,763.38	625.00	635.61	109.00	393.77
6/23/16-6/25/19	3	General Manager Leadership Summit	CSDA	Newport Beach, CA	Alberto Preciado	1,774.45	625.00	635.61	135.26	378.58
6/23/16-6/25/19	3	General Manager Leadership Summit	CSDA	Newport Beach, CA	Madeline Henry	1,667.14	625.00	635.61	93.47	313.06
5/18/19-5/22/19	4	GFOA Conference	GFOA	Los Angeles	Alberto Preciado	1,726.80	-	1,241.16	162.35	323.29
09/29/19-10/2/19	4	MISAC Conference	MISCA	Monterey, CA	Jeff Ott	1,033.15	525.00	376.18	44.00	87.97
7/21-7/25/19	4	UESI Pipelines Conference	UESI	Nashville, TN	Tamar Dawson	2,190.03	-	1,249.64	154.12	786.27
9/30/19-10/4/19	4	Watersmart Innovations	Watersmart	Las Vegas	Rex Meurer	1,333.24	385.00	336.93	290.00	321.31
9/30/19-10/4/20	4	Watersmart Innovations	Watersmart	Las Vegas	Brady Chambers	1,124.31	450.00	350.93	87.40	235.98
9/30/19-10/4/21	4	Watersmart Innovations	Watersmart	Las Vegas	Hilary Straus	1,334.56	335.00	440.20	230.00	329.36
10/6/19-10/8/19	2	CSMFO	CSMFO	Anaheim, CA	Alberto Preciado	455.88	-	-	90.00	365.88
10/8/19-10/11/19	3	Harris Customer Training	Harris	Denver, CO	Dana Mellado	2,342.19	979.45	694.77	185.00	482.97
10/20/19-10/24/19	4	AWWA Annual Fall Conference	AWWA	San Diego, CA	Kelly Drake	1,875.64	445.00	799.48	400.00	231.16
10/27/19-10/30/19	5	CalPers Conference	CalPers	Oakland, CA	Susan Talwar	756.77	449.00		186.46	121.31
11/12/19-11/14/19	3	CSDA Board Secretary Conference	CSDA	Monterey, CA	Madeline Henry	1,079.22	575.00	383.22	115.00	6.00
11/12/19-11/14/19	3	CSDA Board Secretary Conference	CSDA	Monterey, CA	Brittney Moore	1,073.22	575.00	383.22	115.00	
12/2/19-12/5/19	4	ACWA Fall Conference	ACWA	San Diego, CA	Hilary Straus	1,085.65	950.00			135.65
12/2/19-12/5/19	4	ACWA Fall Conference	ACWA	San Diego, CA	Brian Hensley	2,058.32	950.00	707.34	200.00	200.98

Date	Days	Topic	Organizing Agency	Location	Attendee	Total Expenses	Registration	Hotel	Meals	Transportation
12/2/19-12/5/19	4	ACWA Fall Conference	ACWA	San Diego, CA	David Gordon	2,182.30	950.00	707.34	200.00	324.96
12/2/19-12/3/19	1	ACWA Fall Conference	ACWA	San Diego, CA	Susan Talwar	311.96				311.96
12/2/19-12/3/19	1	ACWA Fall Conference	ACWA	San Diego, CA	Missy Pieri	420.54			70.18	350.36
12/2/19-12/3/19	1	ACWA Fall Conference	ACWA	San Diego, CA	Madeline Henry	311.96				311.96
12/3/19-12/6/19	3	Cityworks Conference 2019	Cityworks	Salt Lake City, UT	Jeff Ott	1,020.49		635.13	110.00	275.36
12/3/19-12/6/19	3	Cityworks Conference 2019	Cityworks	Salt Lake City, UT	Tim Cutler	1,660.97	550.00	635.13	155.00	320.84
12/3/19-12/6/19	3	Cityworks Conference 2019	Cityworks	Salt Lake City, UT	Rebecca Scott	726.60	550.00			176.60
10/14/19-10/16/19	3	MMANC	MMANC	Sacramento, CA	Rebecca Scott	727.15	425.00		200.00	102.15
2019 Total						67,984.65				
1/27/20-1/30/20	4	CSMFO Conference	CSMFO	Anaheim, CA	Alberto Preciado	907.28	575.00	332.28		
2/17/20-2/21/20	5	Cappo Conference	Cappo	San Diego, CA	Beth Shockley	632.74	450.00	182.74		
2/17/20-2/21/20	5	Cappo Conference	Cappo	San Diego, CA	Alberto Preciado	632.74	450.00	182.74		
2/25/20-2/27/20	3	Utility Managemen Conference	AWWA	Anaheim, CA	Paul Dietrich	1,001.58	690.00	311.58		
2/25/20-2/27/20	3	Utility Managemen Conference	AWWA	Anaheim, CA	Missy Pieri	1,351.53	690.00	661.53		
2/25/20-2/28/20	4	Parma Conference	Parma	Monterey, CA	Kelly Drake	350.00	350.00			
2020 Total						4,875.87				
Total - Staff						72,860.52				
Grand Total						82,392.77				

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 15, 2020 MEETING

SUBJECT : EMPLOYEE RECOGNITION
 STATUS : Information Item
 REPORT DATE : January 2, 2020
 PREPARED BY : Brittney Moore, Management Analyst

The following District employees were recognized for perfect attendance during November 2019, and outstanding customer service and quality of work during the month of December 2019.

Administrative Services & Water Efficiency Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Brady Chambers	Yes		
Kelly Drake	Yes		
Madeline Henry		Provided prompt service to the Engineering department regarding the creation of the Annexation webpage.	Presented at the December Board meeting. Assisted with staff training and implementation of the ADP payroll system. Coordinated conference session and presented at ACWA Conference.
Dana Mellado	Yes		Assistance with implementation of 2020 Budget.
Rex Meurer	Yes		

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Brittney Moore		Was instrumental in training new staff and assisting at the front counter during staff outages.	Assisted with staff training and implementation of the ADP payroll system. Assisted with coordination for the ACWA Conference.
Jeff Ott	Yes		Presented at the December Board meeting. Assisted with staff training and implementation of the ADP payroll system.
Alberto Preciado	Yes		Presented at the December Board meeting. Assisted with staff training and implementation of the ADP payroll system.
Beth Shockley	Yes	Assisted with board meeting setup during staff outage.	
Desiree Smith	Yes	A customer who recently sold her property called to recognize Desiree for going out of her way to assist with closing her account and generating her final bill during their phone call.	
Becky Wolger			As the newest member of our team, demonstrated high level of independence during staff outages.

Engineering Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Tamar Dawson	Yes	Helped resolve an issue with a water service for a property owner on Baird Way.	
Paul Dietrich	Yes		

Operations Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
James Buford			Assisted stand-by staff during off hours with an emergency water service repair on Twin Oaks Ave. Presented at the December safety meeting.
James Ferro	Yes		
Jarrett Flink	Yes		Assisted stand-by staff during off hours with an emergency water service repair on Michigan Drive.
Brian Hensley	Yes		
Rick Jimenez			Assisted stand-by staff during off hours with an emergency water service repair on Twin Oaks Ave

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Mike Mariedth		Customer on Daffodil Way wrote a thank you email for the landscape restoration work Mike performed as well as the professionalism and excellent customer service he provided.	
Chris Nichols	Yes	Worked with a customer to remove some debris located on a District owned decommissioned wellsite prior to the customer taking ownership of the property.	Oversee the maintenance of the District's Transfer Switch during off hours. Additionally, Chris coordinated and installed a temporary backup generator for the Servers.
Rebecca Scott	Yes		Presented at the December safety meeting.
Nick Spiers	Yes		
John Spinella	Yes		

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

SUBJECT : LONG RANGE AGENDA
 STATUS : Consent/Information Item
 REPORT DATE : January 6, 2020
 PREPARED BY : Madeline Henry, Administrative Services Manager

OBJECTIVE:

Listed below is the current Long Range Agenda.

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

CITRUS HEIGHTS WATER DISTRICT LONG RANGE AGENDA

MEETING DATE	MEETING TYPE	ITEM DESCRIPTION	ASSIGNED	AGENDA TYPE	AGENDA ITEM
February 19, 2020					
February 19, 2020		Groundwater Update	Gordon/Hensley	S	I/D
February 19, 2020		Investment of District Funds	Talwar/General Counsel	CC	A
February 19, 2020		Award of Contract -- Water Main Cologne & Michigan	Pieri	CC	A
February 19, 2020		SGA Update on SGMA & ASR	Gordon	P	I/D
March 18, 2020					
March 18, 2020		Form 700 Completed by Directors	Henry	B	I/D
April 15, 2020					
April 15, 2020		Well Site Real Property--Highland Ave	Gordon	B	A
May 20, 2020					
May 18, 2020		Poster Contest Presentation	Meurer	P	A
May 18, 2020		CAFR Review	Talwar/Preciado	B	A
May 18, 2020		Resolution Calling for Election	Henry	B	A
June 17, 2020					
June 17, 2020		Strategic Plan Update	Henry	CC	A
July 15, 2020					
July 15, 2020		2021 Strategic Plan	Henry	P	A
July 15, 2020		Budget Document Review	Talwar/Preciado	P	A
July 15, 2020		Finance Corporation, Confirm & Appoint Officers of the Finance Corp., Status of Finance Corp.	Talwar	B	A

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 15, 2020 MEETING

SUBJECT : ENGINEERING DEPARTMENT REPORT
 STATUS : Information Item
 REPORT DATE : December 30, 2019
 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, First or Second Quarter of 2020 (Final Completion Update)	Yes	Masterplan for replacement of water mains.	Top Alternative Implementation Plan developed and discussed at CAC Workshop #8 on 09/10/19. Technical Memos being compiled into one document by consultant. Expect to be completed in first Quarter of 2020. Board Presentation expected in first or second Quarter of 2020.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
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 Plan Report submitted on 10/17/19. Team provided comments on 10/31/19. Next meeting scheduled for 02/2020.
CAPITAL IMPROVEMENT PROJECT Highland Ave & Rosa Vista Ln 8" Water Mains	Engineering	Senior Construction Inspector and Project Manager	Yes, 06/20/18 (Notice of Completion)	Yes	2017 design, 2018 construction.	Easements being prepared by District. 6825/28 Rosa Vista Lane easement recorded on 08/15/19. 6822 Rosa Vista Lane easement recorded on 11/05/19. 6821 & 6832 Rosa Vista Lane submitted to Sac County for recording on 11/26/19. Awaiting easement from one other property owner.
CAPITAL IMPROVEMENT PROJECT Wind Way and Longwood Way 8" Water Mains	Engineering	Project Manager and Assistant Engineer	Yes, TBD	Yes	2018 design, 2019 construction.	Construction to be completed by District Operations staff. 100% Complete. Project close out complete.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT Pleasantview Dr 8" Water Main	Engineering	Project Manager, Assistant Engineer and Senior Construction Inspector	Yes, 04/17/19 (Award of Contract)	Yes	2018 design, 2019 construction.	Award of Contract approved on 04/17/19. Construction began on 06/24/19. 100% Complete. Notice of Completion submitted to County Recorder's office on 12/16/19.
CAPITAL IMPROVEMENT PROJECT Michigan Dr 8" & 6" Water Mains	Engineering	Project Manager and Assistant Engineer	Yes, TBD	Yes	2019 design, 2020 construction.	Easements secured for 8 of 8 properties. Project out to bid. Mandatory pre-bid conference scheduled for 01/07/20. Bid opening scheduled for 01/28/20.
CAPITAL IMPROVEMENT PROJECT Old Auburn Rd - Daffodil to Wooddale 8" Water Main	Engineering	Project Manager and Assistant Engineer	Yes, 08/21/19 (Award of Contract)	Yes	2018 design, 2019 construction.	Notice to Proceed sent to contractor on 09/30/19. 100% Complete. Project Close-out in progress.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT Cologne Way 6" Water Main	Engineering	Project Manager and Assistant Engineer	Yes, TBD	Yes	2019 design, 2020 construction.	Easements secured for 8 of 8 properties. Project out to bid. Mandatory pre-bid conference scheduled for 01/07/20. Bid opening scheduled for 01/28/20.
CAPITAL IMPROVEMENT PROJECT Quiet Oak Ln 8" Water Main	Engineering	Project Manager, Assistant Engineer and Senior Construction Inspector	Yes, 04/17/19 (Award of Contract)	Yes	2018 design, 2019 construction.	Award of Contract approved on 04/17/19. Construction began on 06/24/19. 100% Complete. Notice of Completion submitted to County Recorder's office on 12/16/19.
CAPITAL IMPROVEMENT PROJECT Patton Avenue - Watson Way to North	Engineering	Project Manager and Assistant Engineer	Yes, 08/21/19 (Award of Contract)	Yes	2019 design, 2019 construction.	Notice to Proceed sent to contractor on 09/30/19. 100% Complete. Project Close-out in progress.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT Watson Way - Sherlock Way to Well Site	Engineering	Project Manager and Assistant Engineer	Yes, 08/21/19 (Award of Contract)	Yes	2019 design, 2019 construction.	Notice to Proceed sent to contractor on 09/30/19. 100% Complete. Project Close-out in progress.
CAPITAL IMPROVEMENT PROJECT 6230 Sylvan Rd East Side Wall	Engineering	Project Manager and Assistant Engineer	Yes, TBD	No	Wall along the east side of District property.	Task Order executed with Engineer. District following up with SJUSD regarding property.
PRIVATE DEVELOPMENT Mitchell Farms - 7925 Arcadia Dr	Engineering	Director of Engineering and Assistant Engineer	Yes, TBD	No	200-300 unit development by Watt Communities.	District provided fourth submittal comments to developer's engineer on 11/21/19. District received fifth submittal from developer's engineer on 12/20/19.
PRIVATE DEVELOPMENT Mitchell Farms Land Exchange - 7925 Arcadia Dr	Engineering	Director of Engineering and Assistant Engineer	Yes, 11/20/19 (Approval of Agreement)	No	Land Exchange of District's Well Site for development property.	Board approved the agreement at the November Board meeting. District finalizing document signing with the developer.

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

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 8116 Holly Dr Parcel Split 1 - 2	Engineering	Director of Engineering and Assistant Engineer	No	No	Parcel being split into 2 with 2 existing homes and meters.	Received Project Referral 11/16/18. Conditions of Approval letter sent 11/28/18.
PRIVATE DEVELOPMENT 6920 Auburn Blvd Stock Ranch Plaza - Parcel 11	Engineering	Senior Construction Inspector	No	No	Commercial Development.	Construction began on 05/23/19. 100% Complete. Project close-out in progress.
PRIVATE DEVELOPMENT 5425 Sunrise Blvd Sunrise Village	Engineering	Director of Engineering and Assistant Engineer	No	No	Redevelopment of Sunrise Village.	Received Project Review request from City of Citrus Heights on 07/03/19. Provided will serve letter to the City on 07/31/19.
PRIVATE DEVELOPMENT 8501 Auburn Blvd Parcel Split	Engineering	Director of Engineering and Assistant Engineer	No	No	Potential parcel split from one parcel to four parcels.	Sent conditions of approval letter on 09/06/18.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p>PRIVATE DEVELOPMENT 8501 Auburn Blvd Studio Movie Grill</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>Commercial Development.</p>	<p>Final plans signed on 10/17/19.</p> <p>Preconstruction meeting on 10/30/19. 75% complete on water service to Studio Movie Grill.</p> <p>Received easement and quitclaim exhibit for project on 12/19/19.</p>
<p>PRIVATE DEVELOPMENT 7424 Sunrise Blvd Sunrise Pointe</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>Proposed multi-unit housing complex for low-income and homeless.</p>	<p>Received project referral and initial plans on 10/11/18.</p> <p>Will-Serve letter sent 11/21/18.</p> <p>Awaiting first plan submittal from developer's engineer.</p>
<p>PRIVATE DEVELOPMENT 8220 Sunrise Blvd Carefield Citrus Heights</p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>Proposed memory care facility.</p>	<p>Received schematic plans on 05/08/19.</p> <p>Will-Serve letter sent 05/20/19.</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 Livoti Development	Engineering	Director of Engineering and Assistant Engineer	No	No	Six Parcel Subdivision.	Received second submittal on 05/20/19. District provided comments to the engineer on 06/26/19.
PRIVATE DEVELOPMENT 7800 Greenback Ln Hobby Lobby	Engineering	Director of Engineering and Assistant Engineer	No	No	Commercial Development.	District provided comments to developer's engineer on 11/18/19. Awaiting resubmittal.
PRIVATE DEVELOPMENT 5511 Sunrise Blvd Boston Pizza	Engineering	Director of Engineering and Assistant Engineer	No	No	Commercial Development.	Will Serve Letter sent on 04/16/19. Awaiting plan submittal from engineer. Easement received and recorded on 11/06/19.
COMCAST	Engineering	Assistant Engineer and GIS Specialist	No	No	Various communications boring projects throughout the service area.	District has provided water utility maps for all requested projects. Awaiting resubmittal from Comcast engineer. Awaiting as-builts on all completed projects.

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 DRAINAGE PROJECT Wonder St	Engineering	Director of Engineering and Assistant Engineer	Yes, TBD	Yes	Wonder St Drainage Project.	Anticipate bid and start of construction in 2020. "B" Plans sent back 08/21/17 with comments. Coordinating utility conflicts and possible easement.
CITY OF CITRUS HEIGHTS PROJECT Bonita & Old Auburn Rd Storm Drain Improvements	Engineering	Director of Engineering and Assistant Engineer	No	No	Bonita Way & Old Auburn Rd Storm Drain Project.	District prepared comments on the conflict map and Cost Liability to the City of Citrus Heights on 10/31/19. Awaiting first submittal from City's engineer.
CITY OF CITRUS HEIGHTS PROJECT Mariposa Ave - Safe Routes to School Phase III	Engineering	Director of Engineering and Assistant Engineer	No	Yes	Frontage improvements along west side of Mariposa Ave from Northridge to Eastgate.	District inspecting City contractor's work as needed. Awaiting completion of storm drain improvements by City contractor. 99% 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 Mariposa Ave - Safe Routes to School Phase IV	Engineering	Director of Engineering and Assistant Engineer	Yes, TBD	Yes	Frontage improvements along east side of Mariposa Ave from Madison Ave to Skycrest School.	Attended kick-off meeting with the City on 01/14/19. District provided comments to City's engineer on 05/02/19. District prepared Cost Liability letter to the City of Citrus Heights on 06/27/19.
COUNTY OF SACRAMENTO Overlay Oak Avenue from Hazel Ave to Granite Ave	Engineering	Director of Engineering and Senior Construction Inspector	No	No	Road improvements along Oak Ave from Hazel Ave to Granite Ave.	District prepared agreement with County contractor. Project 100% Complete.
District-wide Annexation Project	Engineering	Director of Engineering , Project Manager and Assistant Engineer	Yes, 07/17/19 (Award of Contract) 10/16/19 (Customer Letters)	Yes	Annex properties into the District to clarify and revise District boundaries.	Preparing initial project information letters to customers. Engineer preparing exhibits for parcels. 21 of 51 exhibits complete. Project 20% Complete.

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

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 15, 2020 MEETING

SUBJECT : OPERATIONS DEPARTMENT REPORT
 STATUS : Information Item
 REPORT DATE : January 6, 2020
 PREPARED BY : David M. Gordon, Director of Operations
 Tim Cutler, Water Distribution Supervisor
 Rebecca Scott, Senior Management Analyst

Facilities Maintenance			CIP Projects		
	Completed WO's			Completed WO's	
	Dec.	2019 Total		Dec.	2019 Total
Backflow Maintenance	0	0	C19-010 Water Mainline	0	0
Blow Off Maintenance	0	67	C19-011 Water Valves	0	10
Hydrant Maintenance	57	308	C19-012 Water Services	19	233
Leak Investigation	0	0	C19-013 Water Meters	2	49
Mainline Repair/Maintenance	0	11	C19-014 Fire Hydrants	0	15
Meter Box Maintenance	0	52	C19-103 Pot Hole Main	0	1
Meter Register Replacement	19	197	TOTAL	21	308
Meter Repair/Test/Maintenance	2	8	Water Quality		
Pot Hole Work	0	0	<i>Water Analysis Report: Bacteriological testing has met all California Department of Public Health requirements. 90 samples were collected with no positive results.</i>		
Water Service Repair/Locate	0	12			
Valve, Mainline Maintenance	98	656			
Valve Box Maintenance	0	5			
TOTAL	176	1,316			

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

SUBJECT : 2019 WATER SUPPLY - PURCHASED & PRODUCED
 STATUS : Information Item
 REPORT DATE : January 6, 2020
 PREPARED BY : Brian M. Hensley, Water Resources Supervisor
 David M. Gordon, Director of Operations

OBJECTIVE:

Report on annual water supply including comparison with prior years.

Month	2013	2014	2015	2016	2017	2018	2019				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	acre feet	acre feet	acre feet		
Jan	602.52	602.39	570.05	539.60	506.81	531.38	466.43	54.43	520.86	520.86	-81.66	-13.6%
Feb	606.36	450.96	511.52	484.53	443.99	525.73	418.47	29.01	447.48	968.34	-240.54	-19.9%
Mar	819.55	612.20	725.95	517.56	546.60	540.78	496.33	20.54	516.87	1,485.21	-543.22	-26.8%
Apr	1,029.73	737.30	761.02	677.81	575.52	646.09	651.54	31.36	682.90	2,168.11	-890.05	-29.1%
May	1,603.43	1,190.07	869.08	979.49	1,138.72	1,072.27	929.85	47.56	977.41	3,145.52	-1,516.07	-32.5%
Jun	1,816.73	1,548.66	1,065.10	1,343.76	1,412.94	1,387.03	1,312.73	15.34	1,328.07	4,473.59	-2,004.73	-30.9%
Jul	2,059.21	1,622.10	1,184.95	1,544.57	1,650.76	1,737.13	1,582.40	0.00	1,582.40	6,055.99	-2,481.54	-29.1%
Aug	1,924.28	1,477.49	1,188.18	1,579.80	1,570.80	1,583.78	1,603.36	0.00	1,603.36	7,659.35	-2,802.46	-26.8%
Sep	1,509.82	1,275.11	1,069.78	1,257.91	1,441.76	1,330.19	1,297.12	0.00	1,297.12	8,956.47	-3,015.16	-25.2%
Oct	1,297.42	1,030.74	918.67	840.80	1,128.97	1,061.88	1,045.39	37.78	1,083.17	10,039.64	-3,229.41	-24.3%
Nov	911.55	682.48	589.6	561.82	631.55	807.7	775.75	63.28	839.03	10,878.67	-3,301.93	-23.3%
Dec	700.94	563.15	519.57	518.62	574.43	558.97	488.38	59.79	548.17	11,426.84	-3,454.70	-23.2%
Total	14,881.54	11,792.65	9,973.47	10,846.27	11,622.85	11,782.93	11,067.75	359.09	11,426.84	11,426.84		
% of Total							96.86%	3.14%				

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 15, 2020 MEETING

SUBJECT : WATER SUPPLY RELIABILITY
STATUS : Information Item
REPORT DATE : January 8, 2020
PREPARED BY : David M. Gordon, Director of Operations
 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 January 1, 2020, storage in Folsom Lake (Lake) was at 511,100 acre-feet, 52 percent of the total capacity of 977,000 acre-feet. This represents an increase in storage of 17,700 acre-feet in the past month.

The District's total water use during the month of December 2019 (548.17 acre-feet) was 21.8 percent below that of December 2013 (700.94 acre-feet).

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

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 15, 2019 MEETING

SUBJECT : WATER EFFICIENCY & SAFETY PROGRAM UPDATE
 STATUS : Information Item
 REPORT DATE : January 2, 2019
 PREPARED BY : Rex W. Meurer, Water Efficiency Supervisor

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

ACTIVITIES AND PROGRESS REPORT

Water Efficiency, Safety and Meter Program activities during the month of December 2019 include:

- Two High Efficiency Toilet (HET) rebates were processed. This compares to 10 HET rebates processed for the month of December 2018. The five year monthly average (2014-2018) of December HET rebates is 14. 110 HET rebates, totaling \$8,225.00 were issued during 2019.
- A total of nine High Efficiency Clothes Washer (HECW) rebates were issued during the third quarter of 2019. This compares to three HECW rebates issued for the third quarter of 2018. A total of 21 HECW rebates were issued in 2019.
- 17 service calls were completed. There were no reports of water waste received through CHWD's Water Efficiency web page.
- CHWD has secured three garden plots at the Sylvan Ranch Community Garden (SRCG). The plots will feature water efficient landscaping. The project will be completed in two phases. Phase I will include a gardening area at the corner of Sylvan Rd. and Stock Ranch Rd. Phase II will be an education area for activities, such as workshops and presentations. The landscape design consultant has submitted draft plans for Phase I of the project. The draft plans are being reviewed by staff and the SRCG Board for final revisions and comments. The final design will be presented to the CHWD Board in the first quarter of 2020.
- The final WaterSmart class of the year was held on October 17, 2019. A total of five WaterSmart classes were held during 2019. Staff is developing this year's class schedule and topics.
- On Wednesday, December 18, 2019 staff met with Association of California Water Agencies/Joint Powers Insurance Agency (ACWA/JPIA) representative Robin Flint. Members of the District's Safety Committee and Robin Flint, completed the District's annual Liability, Property, and Workers' Compensation Program Risk Assessment and safety walkthrough of District facilities. Site visits were held at the District's corporation yard and Mitchel Farms well site. ACWA/JPIA will send the District a follow-up letter. The letter will review any finding or recommendations regarding the District's Liability, Property, and Workers' Compensation Program and the District's safety program.

- The eleventh and final group safety presentation for 2019 was presented on Thursday, December 12. The topic was “Dog Bites”. The presenters were Rebecca Scott, Senior Management Analyst; Susan Talwar, Director of Finance and Administrative Services; and James Buford, Water Distribution Lead Worker.
- The following table summarizes the Residential Gallons Per Capita Per Day (R-GPCD) values for CHWD to date:

Month	R-GPCD 2018	R-GPCD 2019	% CHANGE
January	77	76	-.01%
February	85	72	-.15%
March	79	75	-.05%
April	100	103	+.03%
May	156	147	-.06%
June	209	200	-.04%
July	253	231	-.09%
August	231	234	+.01%
September	200	195	-.03%
October	158	154	-.02%
November	122	126	+.03%
December	81	80	-.01%

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 15, 2020 REGULAR MEETING

SUBJECT : 2019 STRATEGIC PLAN UPDATE AND 2020 STRATEGIC PLAN PREVIEW
STATUS : Action Item
REPORT DATE : December 19, 2019
PREPARED BY : Madeline Henry, Administrative Services Manager/Chief Board Clerk
Susan Talwar, Director of Finance and Administrative Services

OBJECTIVE:

Receive an update to the 2019 Strategic Plan and a preview of the 2020 Strategic Plan.

BACKGROUND AND ANALYSIS:

Beginning with the 2017 budget process, CHWD initiated an annual Strategic Planning process. The goal of Strategic Planning is to bring the Board of Directors and key District staff together to identify and prioritize the District's key policy, program and project issues, and to identify steps to take over the coming year given limited funding and staffing resources, to help take CHWD to the next level. Given that Strategic Planning items are above and beyond daily operations, the need to prioritize issues is critical to the success of the Strategic Plan.

The 2019 Strategic Plan was approved by the Board of Directors on August 15, 2018 and the 2020 Strategic Plan was approved by the Board of Directors on July 17, 2019. Attachment 1 provides an update on the 2019 Strategic Plan and Attachment 2 provides a preview of the 2020 Strategic Plan.

RECOMMENDATION:

Receive and file an update of the 2019 Strategic Plan. Receive and file a preview of the 2020 Strategic Plan.

ATTACHMENT:

- 1) 2019 Strategic Plan Update
- 2) 2020 Strategic Plan Preview

ACTION:

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

Attachment 1
2019 Strategic Plan Update

CITRUS HEIGHTS WATER DISTRICT ✪ 2019 STRATEGIC OBJECTIVES

THREE-YEAR GOAL: COMPLETE THE PROJECT 2030 WATER MAIN REPLACEMENT STUDY TO ENSURE A RELIABLE WATER DISTRIBUTION SYSTEM

<i>Objectives to be Completed in the 2019 Year</i>					
#	START	END	WHAT	WHO	COMMENTS
1	Q3 2018	Q2 2019	Complete the Water Main Assessment and Transmission Main Evaluation	Missy Pieri (Lead) Hilary Straus; Paul Dietrich; David Gordon; Brian Hensley; Tim Cutler	Item is complete.
2	Q3 2018	Q1 2019	Complete creek crossing inspection and develop a program for future assessments	Missy Pieri (Lead) Hilary Straus; Paul Dietrich; David Gordon; Brian Hensley; Tim Cutler	Inventoried all creek crossings. Program for future assessment being developed.
3	Q1 2019	Q2 2019	Perform funding analysis and prepare up to 5 options for the phasing of water main replacements	Missy Pieri (Lead) Hilary Straus; Susan Talwar; Paul Dietrich; David Gordon	Item is complete. Preferred funding and phasing alternative has been identified by CAC. Specific funding program is being developed as part of the policy recommendations going to the Board in Q1/Q2 2020.

CITRUS HEIGHTS WATER DISTRICT ✪ 2019 STRATEGIC OBJECTIVES

THREE-YEAR GOAL: COMPLETE THE PROJECT 2030 WATER MAIN REPLACEMENT STUDY TO ENSURE A RELIABLE WATER DISTRIBUTION SYSTEM

<i>Objectives to be Completed in the 2019 Year</i>					
#	START	END	WHAT	WHO	COMMENTS
4	Q3 2019	Q4 2019	Develop implementation plan for preferred alternative	Missy Pieri (Lead) Hilary Straus; Paul Dietrich; David Gordon; Brian Hensley; Susan Talwar	Item is complete.
5	Q1 2019	Q4 2019	Complete four steps of the Public Engagement Strategy: <ul style="list-style-type: none"> • Develop top two proposals with the CAC • Conduct market research • Review results and revise approach as needed • Take publicly-supported plan to the Board for approval 	Missy Pieri Madeline Henry (Lead); Hilary Straus; Paul Dietrich; David Gordon; Susan Talwar	Market Research is Complete. District preparing Public Engagement Strategy and Funding Program for the Preferred Alternative to be presented to the Board in Q1/Q2 2020.

CITRUS HEIGHTS WATER DISTRICT ✪ 2019 STRATEGIC OBJECTIVES

THREE-YEAR GOAL: MANAGE WATER EFFICIENCY EFFECTIVELY AND EMPOWER CUSTOMERS TO USE WATER IN AN EFFICIENT MANNER

<i>Objectives to be Completed in the 2019 Year</i>					
#	START	END	WHAT	WHO	COMMENTS
1	Q1 2019	Q4 2019	Meter Replacement Study 10% complete	David Gordon Rex Meurer (Lead); Hilary Straus; Susan Talwar; Josh Nelson; Brian Hensley; Jeff Ott	<p>11 Agencies are participating in the Study at various levels of participation. Their levels of participation have been finalized in an MOU and a Professional Services Agreement with a consultant.</p> <p>The Study consists of seven Phases. Phase 1 is 80% complete. Phase 2 is in progress with an anticipated completion in late Q1 2020.</p> <p>The District held the first of five planned Customer Advisory Committee meetings on 10/23/19. The next CAC Meeting is scheduled for 03/11/20.</p>
2	Q1 2019	Q4 2019	Increase attendance by 10% at CHWD Water Smart Classes (e.g., through increased promotion at Fair Oaks Harvest Festival and other vehicles)	Hilary Straus Rex Meurer (Lead)	<p>99 people attended this year's WaterSmart classes. The average class size was 20 attendees. This year's target attendance per class was 23 people per class.</p> <p>The District plans to improve attendance by creating a WaterSmart specific Communications Plan with its new communications firm, Sagent, in 2020.</p>
3	Q1 2019	Q4 2019	Increase sign-ups for Water Efficiency Reviews by 10%	Hilary Straus Rex Meurer (Lead)	<p>53 Water Efficiency Reviews have been completed year to date.</p> <p>The District plans to improve review sign-ups by creating a WaterSmart specific Communications Plan with its new communications firm, Sagent, in 2020.</p>

CITRUS HEIGHTS WATER DISTRICT ✪ 2019 STRATEGIC OBJECTIVES

THREE-YEAR GOAL: MANAGE AND DIVERSIFY A DEPENDABLE WATER SUPPLY

<i>Objectives to be Completed in the 2019 Year</i>					
#	START	END	WHAT	WHO	COMMENTS
1	Q1 2019	Q1 2020	Enter into a sale agreement for Well Site #8	David Gordon (Lead) Missy Pieri; Susan; Josh Nelson; Brian Hensley; Hilary Straus	Purchase and sale agreement completed. Test drilling complete. CEQA analysis has begun. Anticipated completion is April 2020.
2	Q1 2019	Q4 2019	Identify potential Well Sites #9 and #10	David Gordon (Lead) Josh Nelson; Brian Hensley; Hilary Straus; Missy Pieri; Susan Talwar	A tentative agreement for purchase has been reached with the Property Owner and as authorized by the Board for Well Site #9.
3	Q1 2019	Q2 2019	Conduct a retroactive quantitative and qualitative evaluation of our groundwater transfer work with San Juan Water District and other agencies	David Gordon (Lead) Susan Talwar; Steve Anderson; Hilary Straus; Brian Hensley; Alberto Preciado	This item is complete. An evaluation of the Districts participation in the 2018 Regional Groundwater Transfer was presented to the Board at the 03/20/2019 Board Meeting.

CITRUS HEIGHTS WATER DISTRICT ✪ 2019 STRATEGIC OBJECTIVES

THREE-YEAR GOAL: MANAGE THE EFFICIENT IMPROVEMENT OF AND REINVESTMENT IN DISTRICT INFRASTRUCTURE AND FACILITIES

<i>Objectives to be Completed in the 2019 Year</i>					
#	START	END	WHAT	WHO	COMMENTS
1	Q1 2019	Q4 2019	Complete space needs alternatives analysis	Missy Pieri (Lead) Paul Dietrich; Hilary Straus; David Gordon; Susan Talwar	Consultant preparing Staffing Plan. Pre-Architectural Study Consultant selected. Awaiting results of Staffing Plan to begin Study.
2	Q1 2019	Q4 2019	Dispose of two surplus well sites	David Gordon (Lead) Josh Nelson; Hilary Straus; Missy Pieri; Susan Talwar; Alberto Preciado	District staff met with the Board on 04/17/19 regarding the District's surplus well sites that no longer serve a beneficial purpose to the District. Two sites were identified for disposition. Adjacent property owners have agreed to take ownership of the two surplus well sites and legal documents are being finalized. This item is complete.
3	Q3 2019	Q4 2019	Develop an administrative procedure defining CEQA review of District CIP projects	Missy Pieri (Lead) Paul Dietrich; Josh Nelson; David Gordon; Brian Hensley	Project schedule to be developed with BBK for completion in 2020.
4	Q1 2019	Q4 2019	Select a consultant for the Easement Review Project, complete Phase 1 Inventory of all current easements, and document all needed easements	Missy Pieri (Lead) Josh Nelson; Paul Dietrich; David Gordon; Brian Hensley; Madeline Henry	Project schedule to be developed for completion in 2020-2021.
5	Q1 2019	Q4 2019	Complete a work plan and select a consultant for the annexation of the island parcels and boundary revisions	Missy Pieri (Lead) Josh Nelson; Paul Dietrich; David Gordon; Brian Hensley; Madeline Henry	District-wide Annexation Consultant on board. Project 10% Complete.

CITRUS HEIGHTS WATER DISTRICT ✪ 2019 STRATEGIC OBJECTIVES

THREE-YEAR GOAL: PROMOTE ORGANIZATIONAL EFFECTIVENESS TO ENHANCE CUSTOMER SERVICE

Objectives to be Completed in the 2019 Year					
#	START	END	WHAT	WHO	COMMENTS
1	Q3 2019	Q4 2019	Issue an RFP for an enterprise-wide Document Management System	Susan Talwar Jeff Ott(Lead); Madeline Henry; Brian Hensley; Beth Shockley; Tamar Dawson; Brady Chambers; Tim Cutler	RFP was issued, vendors were interviewed and preferred vendor has been selected. Study session schedule with Board on 11/20/19. Project anticipated to start in Q4 2019.
2	Q1 2019	Q4 2019	Complete the rebuild of the Financial Model for the 2020 Budget	Susan Talwar (Lead) Alberto Preciado; Missy Pieri; David Gordon; Hilary Straus	Financial Model is complete.
3	Q1 2019	Q2 2019	Hire a SMSS/MSS (1 FTE)	Susan Talwar (Lead) Hilary Straus; Rex Meurer; Missy Pieri; David Gordon	This item is complete. The position closed on 01/14/19. Started in mid-May 2019.
4	Q1 2019	Q4 2019	Complete Website redesign	Susan Talwar Madeline Henry (Lead); Jeff Ott; Missy Pieri; David Gordon; Rex Meurer; Alberto Preciado	Staff issued an RFP for Communications and Outreach. A contract with Sagent was approved by the Board in July 2019. Staff will work with the Sagent to begin the website redesign project in Q2 2020.

Attachment 2
2020 Strategic Plan Preview

Citrus Heights Water District
2020-2023 STRATEGIC PLAN PREVIEW

Wednesday, January 15, 2020

CITRUS HEIGHTS WATER DISTRICT ✨ 2020 STRATEGIC OBJECTIVES

A THREE-YEAR GOAL: IMPLEMENT THE PROJECT 2030 WATER MAIN REPLACEMENT PROGRAM TO ENSURE A RELIABLE WATER DISTRIBUTION SYSTEM

<i>Objectives to be Completed in the 2020 Year</i>					
#	START	END	WHAT	WHO	COMMENTS
1	Q1 2020	Q4 2020	Determine evaluation methods for replacement of transmission mains	Missy Pieri (Lead); Brian Hensley; David Gordon; Hilary Straus; Neil Tamagni; Paul Dietrich; Tamar Dawson; Tim Cutler	
2	Q2 2020	Q4 2020	Develop a pipeline inspection program for transmission mains and creek crossings, and complete creek crossing inspections.	Missy Pieri (Lead); Brian Hensley; David Gordon; Hilary Straus; Neil Tamagni; Paul Dietrich; Tamar Dawson; Tim Cutler	
3	Q1 2020	Q4 2020	Develop outreach and engagement plan on the preferred alternative from the Project 2030 Water Main Replacement Study.	Missy Pieri; David Gordon; Hilary Straus; Madeline Henry (Lead); Paul Dietrich; Susan Talwar; Tamar Dawson	
4	Q1 2020	Q4 2020	Develop funding mechanism for the preferred alternative from the Project 2030 Water Main Replacement Study.	Missy Pieri; Alberto Preciado; Brittney Moore; David Gordon; Hilary Straus; Madeline Henry; Paul Dietrich; Susan Talwar (Lead); Tamar Dawson	

**Citrus Heights Water District
2020-2023 STRATEGIC PLAN PREVIEW**

Wednesday, January 15, 2020

CITRUS HEIGHTS WATER DISTRICT ☼ 2020 STRATEGIC OBJECTIVES

THREE-YEAR GOAL: MANAGE AND DIVERSIFY A DEPENDABLE WATER SUPPLY

<i>Objectives to be Completed in the 2020 Year</i>					
#	START	END	WHAT	WHO	COMMENTS
1	Q3 2019	Q2 2020	Complete Aquafer Storage Recovery (ASR) Study Feasibility Study	David Gordon ; Brian Hensley (Lead); Hilary Straus; Missy Pieri; Rebecca Scott; Steve Anderson; Susan Talwar	
2	Q1 2020	Q4 2021	Work with Wholesale Agency to update Supply Agreement, including: <ul style="list-style-type: none"> • Amend Water Shortage Agreement with San Juan Family of Agencies • Update Water Supply Agreement Terms Amend Mutual Aid Agreement with San Juan Family of Agencies	Hilary Straus (Lead) Brian Hensley; David Gordon; Rebecca Scott; Steve Anderson; Susan Talwar	
3	Q2 2019	Q4 2020	Hinkle Reservoir Cover Replacement: <ol style="list-style-type: none"> 1. Develop operation plan Develop participation and cost agreement	David Gordon (Lead) ; Brian Hensley; Hilary Straus; Rebecca Scott; Susan Talwar; Steve Anderson	
4	Q2 2019	Q2 2020	Explore participation in the American River Basin Voluntary Settlement Agreement with San Juan Water District.	David Gordon ; Brian Hensley; Hilary Straus (Lead); Rebecca Scott; Susan Talwar; Steve Anderson	

**Citrus Heights Water District
2020-2023 STRATEGIC PLAN PREVIEW**

Wednesday, January 15, 2020

CITRUS HEIGHTS WATER DISTRICT ⚙ 2020 STRATEGIC OBJECTIVES

THREE-YEAR GOAL: MANAGE AND DIVERSIFY A DEPENDABLE WATER SUPPLY

<i>Objectives to be Completed in the 2020 Year</i>					
#	START	END	WHAT	WHO	COMMENTS
5	Q1 2018	Q1 2022	Participate with local Groundwater Sustainability Agency (GSA) to develop a Groundwater Sustainability Plan (GSP).	David Gordon (Lead) ; Brian Hensley; Hilary Straus; Steve Anderson	
6	Q1 2019	Q2 2020	Amend Intertie Agreement with Carmichael Water District	David Gordon ; Brian Hensley (Lead); Hilary Straus; Rebecca Scott; Steve Anderson	

**Citrus Heights Water District
2020-2023 STRATEGIC PLAN PREVIEW**

Wednesday, January 15, 2020

CITRUS HEIGHTS WATER DISTRICT ☀ 2020 STRATEGIC OBJECTIVES

THREE-YEAR GOAL: MANAGE WATER EFFICIENCY EFFECTIVELY AND EMPOWER CUSTOMERS TO USE WATER IN AN EFFICIENT MANNER

<i>Objectives to be Completed in the 2020 Year</i>					
#	START	END	WHAT	WHO	COMMENTS
1	Q3 2019	Q2 2020	Complete WaterSmart Communications Plan and Branding	Hilary Straus ; Madeline Henry (Lead); Rex Meurer; Susan Talwar	
2	Q1 2020	Q4 2020	Increase attendance by 10% at CHWD WaterSmart Classes	Hilary Straus ; Madeline Henry; Rex Meurer (Lead)	
3	Q2 2019	Q1 2020	Complete Design and Construction of Demonstration Garden and Educational Area at Stock Ranch Community Garden (SRCG)	Hilary Straus ; Madeline Henry; Nick Spiers; Rebecca Scott; Rex Meurer (Lead)	
4	Q1 2020	Q4 2020	Increase sign-ups for Water Efficiency Reviews by 10%	Hilary Straus ; Madeline Henry; Rex Meurer (Lead)	

**Citrus Heights Water District
2020-2023 STRATEGIC PLAN PREVIEW**

Wednesday, January 15, 2020

CITRUS HEIGHTS WATER DISTRICT ✨ 2020 STRATEGIC OBJECTIVES

THREE-YEAR GOAL: COMPLETE THE METER REPLACEMENT PROGRAM STUDY TO BETTER UTILIZE TECHNOLOGY AND OBTAIN ACCURATE MEASUREMENTS TO PROMOTE EFFICIENT WATER USE

<i>Objectives to be Completed in the 2020 Year</i>					
#	START	END	WHAT	WHO	COMMENTS
1	Q3 2019	Q2 2020	Complete an assessment of current water meters	David Gordon; Brady Chambers; Dana Mellado; Hilary Straus; Kelly Drake; Rebecca Scott; Rex Meurer (Lead)	
2	Q3 2019	Q1 2020	Evaluate meter technologies and platforms	David Gordon (Lead); Brady Chambers; Dana Mellado; Hilary Straus; Kelly Drake; Missy Pieri; Rebecca Scott; Rex Meurer	
3	Q1 2020	Q1 2021	Develop a Funding Strategy for replacement program	David Gordon; Alberto Preciado; Brittney Moore; Hilary Straus; Madeline Henry; Missy Pieri; Rebecca Scott; Rex Meurer; Susan Talwar (Lead)	
4	Q1 2020	Q3 2020	Prepare an implementation Strategy for Meter Replacements and Meter Testing	David Gordon; Alberto Preciado; Brady Chambers; Dana Mellado; Hilary Straus; Kelly Drake; Missy Pieri; Rebecca Scott; Rex Meurer (Lead)	
5	Q2 2019	Q1 2021	Prepare and implement a Public Engagement Strategy including Customer Advisory Committee participation	David Gordon; Brittney Moore; Hilary Straus; Madeline Henry (Lead); Rebecca Scott; Rex Meurer; Susan Talwar	

**Citrus Heights Water District
2020-2023 STRATEGIC PLAN PREVIEW**

Wednesday, January 15, 2020

CITRUS HEIGHTS WATER DISTRICT ✨ 2020 STRATEGIC OBJECTIVES

**THREE-YEAR GOAL: MANAGE THE EFFICIENT IMPROVEMENT OF AND REINVESTMENT IN DISTRICT
INFRASTRUCTURE AND FACILITIES**

<i>Objectives to be Completed in the 2020 Year</i>					
#	START	END	WHAT	WHO	COMMENTS
1	Q2 2019	Q2 2020	Complete Corporation Yard Pre-Architectural Study and Complete Pre-Design Report of Preferred Alternative	Missy Pieri (Lead) ; David Gordon; Hilary Straus; Paul Dietrich; Rebecca Scott; Susan Talwar; Tamar Dawson; Technical Advisory Committee	
2	Q4 2020	Q3 2021	Hire a design consultant to initiate PS&E for the Corp Yard/Facilities Master Plan	Missy Pieri (Lead) ; David Gordon; Hilary Straus; Paul Dietrich; Rebecca Scott; Susan Talwar; Tamar Dawson; Technical Advisory Committee	
3	Q2 2019	Q4 2020	Complete District-wide Annexation Project	Missy Pieri ; Dana Mellado; David Gordon; Hilary Straus; Madeline Henry; Paul Dietrich; Rebecca Scott; Tamar Dawson (Lead)	
4	Q1 2019	Q4 2020	Dispose of two surplus well sites	David Gordon (Lead) ; Alberto Preciado; Brian Hensley; Hilary Straus; Josh Nelson; Rebecca Scott	

**Citrus Heights Water District
2020-2023 STRATEGIC PLAN PREVIEW**

Wednesday, January 15, 2020

CITRUS HEIGHTS WATER DISTRICT ✨ 2020 STRATEGIC OBJECTIVES

THREE-YEAR GOAL: PROMOTE ORGANIZATIONAL EFFECTIVENESS TO ENHANCE CUSTOMER SERVICE

<i>Objectives to be Completed in the 2020 Year</i>					
#	START	END	WHAT	WHO	COMMENTS
1	Q4 2019	Q4 2020	Implement Communications Strategic Plan including strategies for new e-newsletter, new media, and video.	Susan Talwar ; Brittney Moore; Hilary Straus; Madeline Henry (Lead)	
2	Q3 2019	Q1 2020	Implement a Time and Entry System	Susan Talwar (Lead); Alberto Preciado; Brittney Moore; Hilary Straus; Madeline Henry	
3	Q1 2020	Q4 2020	Implement the enterprise-wide Document Management System, convert the first 17 document types, & implement 6 document workflows	Susan Talwar (Lead); Brady Chambers; Brian Hensley; Beth Shockley; Madeline Henry; Tamar Dawson; Tim Cutler	
4	Q4 2019	Q4 2020	Complete Website redesign including update of host and CMS, redesign of sitemap, and update of content	Susan Talwar ; Brittney Moore; Hilary Straus; Madeline Henry (Lead);	
5	Q1 2020	Q4 2020	Complete consultant selection and initiate study for regional integration evaluation.	Hilary Straus (Lead) ; David Gordon; Josh Nelson; Steve Anderson; Susan Talwar	
6	Q3 2019	Q4 2020	Develop 5-year IT Strategic Plan	Susan Talwar (Lead); Hilary Straus	
7	Q1 2019	Q4 2020	Implement a series of events and promotions for the District's Centennial Celebration	Susan Talwar ; Madeline Henry (Lead); Brittney Moore; Hilary Straus	

Citrus Heights Water District
2020-2023 STRATEGIC PLAN PREVIEW

Wednesday, January 15, 2020

CITRUS HEIGHTS WATER DISTRICT ✪ 2020 STRATEGIC OBJECTIVES

THREE-YEAR GOAL: PROMOTE ORGANIZATIONAL EFFECTIVENESS TO ENHANCE CUSTOMER SERVICE

<i>Objectives to be Completed in the 2020 Year</i>					
#	START	END	WHAT	WHO	COMMENTS
8	Q2 2019	Q4 2021	Develop a Local Hazard Mitigation Plan	David Gordon (Lead) ; Hilary Straus; Josh Nelson; Kelly Drake; Rebecca Scott; Rex Meurer	
9	Q1 2020	Q4 2021	Review and Update 6000's and 7000's	Susan Talwar (Lead) ; Alberto Preciado; Dana Mellado; Hilary Straus; Josh Nelson	
10	Q1 2020	Q2 2020	Select Consultant for Audit Services	Susan Talwar ; Alberto Preciado (Lead); Hilary Straus	
11	Q2 2020	Q4 2020	Implement an HRMS System	Susan Talwar (Lead) Alberto Preciado; Brittney Moore; Hilary Straus; Madeline Henry	
12	Q2 2019	Q4 2021	Review and Create 8000's and 9000's	Missy Pieri (Lead) ; Paul Dietrich; Josh Nelson; Neil Tamagni; Tamar Dawson	

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 15, 2020 MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE TASK ORDER AGREEMENTS WITH INTERWEST CONSULTING GROUP, INC. AND BENDER ROSENTHAL, INC. FOR RIGHT-OF-WAY AGENT SUPPORT SERVICES

STATUS : Action Item

REPORT DATE : December 18, 2019

PREPARED BY : Missy Pieri, Director of Engineering/District Engineer
Rebecca Scott, Senior Management Analyst

OBJECTIVE:

Consider approval of agreements with Interwest Consulting Group, Inc. and Bender Rosenthal, Inc. for Right-of-Way Agent Support Services.

BACKGROUND AND ANALYSIS:

In February 2019, Citrus Heights Water District (CHWD or District) entered into separate, one-year task order agreements with Interwest Consulting Group, Inc. (Interwest) and Bender Rosenthal, Inc. (BRI) to assist the District with a variety of projects requiring right-of-way support. As CHWD maintains a small staff, utilizing contract resources such as Interwest and BRI is essential to keep ongoing operating expenses down, while assuring that resources are available to complete projects in a timely and effective manner. While CHWD leverages these consultants from time to time, District staff works closely with their staff to provide engineering oversight and ensure that projects are completed as directed.

Interwest provides services to more than 200 public agencies across the state. The firm's staff is experienced and knowledgeable in appraisals and right-of-way support for public agencies. BRI has provided right-of-way, appraisal and relocation services in California since 1997. Its team includes professional engineers, economists, transportation and land use planners, construction managers, business owners, and former Caltrans and PG&E employees.

As the one-year agreements are nearing the end of their terms, staff recommends formalizing task order agreements with Interwest and BRI for right-of-way agent support services going forward. The services provided by both firms in 2019 were commendable. Each firm obtained the necessary easements in a timely and cost effective manner. Consistent with other task order agreements CHWD has in place, the agreements include the options of a Time-and-Materials/Hourly Billable arrangement or Project Basis/Not-to-Exceed amount with a defined scope of work, schedule, and a not-to-exceed budget. The term of the updated agreements is ongoing (evergreen), but both include a ten (10) day termination provision by CHWD without cause.

Funding for the various services covered in the agreements is allocated in the annual Capital Improvement Budget, and work performed will be subject to the availability of budgeted funds.

RECOMMENDATION:

Approve the task order agreements with Interwest Consulting Group, Inc. and Bender Rosenthal, Inc. (see Attachments 1 and 2) and authorize the General Manager to execute the agreements.

ATTACHMENTS:

1. Task Order Agreement with Interwest Consulting Group, Inc. for Right-of-Way Agent Support Services
2. Task Order Agreement with Bender Rosenthal, Inc. for Right-of-Way Agent Support Services

ACTION:

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

Attachment 1
Interwest Consulting Group, Inc.
Task Order Agreement

**CITRUS HEIGHTS WATER DISTRICT
TASK ORDER AGREEMENT
FOR RIGHT-OF-WAY AGENT SUPPORT SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of January, 2020, by and between the Citrus Heights Water District, a public agency organized and operating under the laws of the State of California with its principal place of business at 6230 Sylvan Road, Citrus Heights, CA 95610 (“District”) and Interwest Consulting Group, Inc., a corporation, with its principal place of business at 9300 West Stockton Blvd., Suite 105, Elk Grove, CA 95758 (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

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

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

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

3. TERMS.

3.1 Scope of Services and Term.

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

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

3.2 Responsibilities of Consultant.

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

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

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

3.2.4 RESERVED.

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

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

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

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

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

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

3.2.10 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3 Fees and Payments.

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

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

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

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

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

liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination.

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

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

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

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

District

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

Consultant

Interwest Consulting Group, Inc.
9300 West Stockton Blvd., Suite 105
Elk Grove, CA 95758
Attn: Mike Kashiwagi, PE,
Chief Operations Officer

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

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

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

3.5.6 Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation

of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

[Signatures on Following Page]

**SIGNATURE PAGE
TO
CITRUS HEIGHTS WATER DISTRICT
TASK ORDER AGREEMENT
FOR RIGHT-OF-WAY AGENT SUPPORT SERVICES**

CITRUS HEIGHTS WATER DISTRICT

**INTERWEST CONSULTING GROUP,
INC.**

By: _____
Hilary M. Straus
General Manager

By: _____
Mike Kashiwagi PE
Chief Operations Officer

Date: _____

Date: _____

EXHIBIT “A” SCOPE OF SERVICES

Based on the District’s needs and issuance of an approved Task Order (see Exhibit “B”), Interwest Consulting Group, Inc. will accomplish one or more of the following tasks in the performance of providing requested Right-of-Way Agent Support Services including:

I. Right-of Way Negotiations as a Structured Process

- Verifying property ownership and lender information
- Securing contact information
- Making initial contact - Providing the project intro letter - establishing the importance of the project, inviting communication
- Talking with the Owner regardless of circumstances of ownership and owner location
- Discussing and explaining the right-of-way process
- Conveying the need for the easement and the benefits to customers and the community
- Conducting site meetings – assuring availability and using conflict resolution skills to meet face-to-face, if possible
- Triaging questions - real estate questions, engineering questions, construction questions
- Obtaining signatures and notarization, securing lender consent, if needed/directed, addressing title matters, recording
- Keeping the District and Owner updated along the way - keeping the process moving forward
- Maintaining a detailed log of all contact and progress of the project

II. Appraisal and Offer of Payment as Required

- Notifying District at appropriate stages with recommendations to proceed with offer of payment
- Including District oversight for review and approval of all appraisals and offers of payment
- Providing informal appraisal and recommending a dollar amount as offer of payment.
- As an alternative to an informal appraisal, if required, providing a formal appraisal and recommending a dollar amount as offer of payment.
- Conveying offer of payment to property owner and negotiating to complete an agreement.
- Preparing and executing all necessary payment agreements and related documents.
- Obtaining subordination agreements with lenders, when applicable.
- Coordinating and meeting with District staff and legal counsel to determine next steps should the appraisal and offer of payment process fail to secure the easement.

III. Eminent Domain Process as Required

- Negotiated settlements can usually be obtained without the need to resort to condemnation. However, should condemnation be necessary for the benefit of the project, scope of services includes coordinating with District staff and legal counsel as necessary, documenting negotiations with the property owner, and providing any additional information required.

EXHIBIT "B"
SAMPLE TASK ORDER FORM

TASK ORDER

Task Order No. _____ (YEAR - ##)

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

Consultant: [Consultant Name]

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

[Insert description of services to be provided]

List any attachments: (Please provide if any.)

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

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

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

Completion Date: _____, 20__

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

Citrus Heights Water District

Interwest Consulting Group, Inc.

Dated: _____

Dated: _____

By: _____

By: _____

Attachment 2
Bender Rosenthal, Inc.
Task Order Agreement

**CITRUS HEIGHTS WATER DISTRICT
TASK ORDER AGREEMENT
FOR RIGHT-OF-WAY AGENT SUPPORT SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of January, 2020, by and between the Citrus Heights Water District, a public agency organized and operating under the laws of the State of California with its principal place of business at 6230 Sylvan Road, Citrus Heights, CA 95610 (“District”) and Bender Rosenthal, Inc., a corporation, with its principal place of business at 2825 Watt Avenue, Suite 200, Sacramento, CA 95821 (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

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

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

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

3. TERMS.

3.1 Scope of Services and Term.

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

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

3.2 Responsibilities of Consultant.

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

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

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

3.2.4 RESERVED.

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

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

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

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

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

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

3.2.10 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3 Fees and Payments.

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

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

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

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

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

liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination.

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

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

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

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

<u>District</u> Citrus Heights Water District P.O. Box 286 Citrus Heights, CA 95611 Attn: Hilary Straus, General Manager	<u>Consultant</u> Bender Rosenthal, Inc. 2825 Watt Avenue, Suite 200 Sacramento, CA 95821 Attn: Cydney Bender Reents, Chief Executive Officer
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Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

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

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

photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

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

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

3.5.6 Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation

of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

[Signatures on Following Page]

**SIGNATURE PAGE
TO
CITRUS HEIGHTS WATER DISTRICT
TASK ORDER AGREEMENT
FOR RIGHT-OF-WAY AGENT SUPPORT SERVICES**

CITRUS HEIGHTS WATER DISTRICT

BENDER ROSENTHAL, INC.

By: _____
Hilary M. Straus
General Manager

By: _____
Cydney Bender Reents
Chief Executive Officer

Date: _____

Date: _____

EXHIBIT “A” SCOPE OF SERVICES

Based on the District’s needs and issuance of an approved Task Order (see Exhibit “B”), Bender Rosenthal, Inc. will accomplish one or more of the following tasks in the performance of providing requested Right-of-Way Agent Support Services including:

I. Right-of Way Negotiations as a Structured Process

- Verifying property ownership and lender information
- Securing contact information
- Making initial contact - Providing the project intro letter - establishing the importance of the project, inviting communication
- Talking with the Owner regardless of circumstances of ownership and owner location
- Discussing and explaining the right-of-way process
- Conveying the need for the easement and the benefits to customers and the community
- Conducting site meetings – assuring availability and using conflict resolution skills to meet face-to-face, if possible
- Triaging questions - real estate questions, engineering questions, construction questions
- Obtaining signatures and notarization, securing lender consent, if needed/directed, addressing title matters, recording
- Keeping the District and Owner updated along the way - keeping the process moving forward
- Maintaining a detailed log of all contact and progress of the project

II. Appraisal and Offer of Payment as Required

- Notifying District at appropriate stages with recommendations to proceed with offer of payment
- Including District oversight for review and approval of all appraisals and offers of payment
- Providing informal appraisal and recommending a dollar amount as offer of payment.
- As an alternative to an informal appraisal, if required, providing a formal appraisal and recommending a dollar amount as offer of payment.
- Conveying offer of payment to property owner and negotiating to complete an agreement.
- Preparing and executing all necessary payment agreements and related documents.
- Obtaining subordination agreements with lenders, when applicable.
- Coordinating and meeting with District staff and legal counsel to determine next steps should the appraisal and offer of payment process fail to secure the easement.

III. Eminent Domain Process as Required

- Negotiated settlements can usually be obtained without the need to resort to condemnation. However, should condemnation be necessary for the benefit of the project, scope of services includes coordinating with District staff and legal counsel as necessary, documenting negotiations with the property owner, and providing any additional information required.

EXHIBIT "B"
SAMPLE TASK ORDER FORM

TASK ORDER

Task Order No. _____ (YEAR - ##)

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

Consultant: [Consultant Name]

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

[Insert description of services to be provided]

List any attachments: (Please provide if any.)

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

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

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

Completion Date: _____, 20__

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

Citrus Heights Water District

Bender Rosenthal, Inc.

Dated: _____

Dated: _____

By: _____

By: _____

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 15, 2020 REGULAR MEETING

SUBJECT : CONSIDERATION TO AUTHORIZE THE AUCTION OF SURPLUS
EQUIPMENT
STATUS : Consent/Action Item
REPORT DATE : January 6, 2020
PREPARED BY : David Gordon, Director of Operations

OBJECTIVE:

Consider authorizing the sale of equipment that is surplus to the needs of the Citrus Heights Water District (District) by selling it at public auction.

BACKGROUND AND ANALYSIS:

In 2019, the Board authorized the replacement of the following District vehicle as the seating and cargo capacity no longer meets operational and safety requirements:

Vehicle No. 17: 2012 Ford Transit Van, approx. mileage: 17,000

Under District Policy No. 5750, Disposal of Surplus Property, any District property with an estimated value greater than \$4,000 shall be disposed as surplus with the authorization of the Board of Directors. It is likely that this vehicle will bring more than \$4,000 at auction. Therefore, staff recommends that the Board approve of the vehicle's disposal.

RECOMMENDATION:

Authorize the sale of District Vehicle No. 17 at public auction.

ACTION:

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

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 15, 2020 REGULAR MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO AMEND POLICY 4831:
INSURANCE BENEFITS FOR RETIREES

STATUS : Action Item

REPORT DATE : January 2, 2020

PREPARED BY : Madeline Henry, Administrative Services Manager
Susan Talwar, Director of Finance and Administrative Services

OBJECTIVE:

Consider amendments to Policy 4831 Insurance Benefits for Retirees.

BACKGROUND AND ANALYSIS:

Policy 4831 Insurance Benefits for Retirees outlines the District's participation in the cost of health, dental and vision insurance coverage for retired employees and their qualified dependents for employees hired prior to January 31, 2019.

The District is currently developing Administrative Procedures to accompany, compliment and in some cases, extend/clarify/provide more detail to Board policies. Administrative Procedures will focus on: 1) logistical areas; 2) respond to the organization's need to be "nimble," responding to circumstances, legal changes, etc., in real time; and 3) operational/personnel areas.

Administrative Procedure AP4831 will provide detail on the process for retirees to provide proof of insurance and how this information is updated in the payroll system. This will include the year's maximum monthly district participation limit.

In order to bring the policy up to date, and in line with the District's current policies and procedures, staff recommends making the following update:

- Revise section 2831.50 "District Participation" to remove the annual amounts and move them to AP4831. The maximum monthly district participation will be updated annually in AP4831, based on Board Direction for the Cost of Living Adjustment (COLA).

Staff recommends updating Policy 4831, to streamline content and eliminate redundancy with AP4831.

RECOMMENDATION:

Approve update to Policy 4831 Insurance Benefits for Retirees.

ATTACHMENTS:

1. District Policy 4831 Insurance Benefits for Retirees

ACTION:

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

4831.00

INSURANCE BENEFITS FOR RETIREES

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

4831.10 Length of Employment and Eligibility

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

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

4831.20 Application of Policy

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

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

4831.30 Qualification of Spouse/Registered Domestic Partner/Dependents

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

4831.40 Selection of Benefits

A retiree can choose either to obtain health, dental and vision insurance on their own for themselves and their qualified dependents or, at the time of retirement, the retiree and each dependent covered under the District's insurance plans, while the retiree was on active

status, will be offered the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) option to continue health insurance coverage under the “qualifying event” provision as set forth in the law.

Retirees or their surviving dependents, as defined in Section 4831.30 of this policy, shall be eligible to receive reimbursement from the District in an amount not to exceed the maximum District financial participation shown in Section 4831.50 of this Policy. Reimbursement shall be made only upon presentation of written proof of coverage and proof of payment in a form acceptable to the District. Written proof of coverage must be provided to the Human Resources Department at the beginning of each calendar year before any reimbursement will be issued for the remainder of that year.

4831.50 District Participation

The ~~maximum monthly~~ District's financial participation will be set by the Board of Directors annually. The annual amounts will be set forth in Administrative Procedure AP4831 under this Policy is dependent upon the length of employment with the District as follows:

<u>Length of Employment</u>	<u>Maximum Monthly District Participation</u>
20.00 years	\$359.00
25.00 years	\$403.00
30.00 years	\$450.00

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

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

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

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

4831.85 Death of Retiree

In the event of a retiree's death, a surviving qualified spouse, registered domestic partner,

and/or dependents may choose to continue to participate in the benefits of this Policy. A spouse that remarries or a registered domestic partner that enters into another domestic partnership or marries is no longer eligible for participation.

4831.86 Death of Qualified Employee

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

4831.90 Amendments

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

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 15, 2020 MEETING

SUBJECT : SAN JUAN WATER DISTRICT UPDATE
STATUS : Study Session
REPORT DATE : December 31, 2019
PREPARED BY : David Gordon, Director of Operations

District staff and San Juan Water District staff will conduct a presentation, including the status of the Hinkle Reservoir Cover/Liner Replacement Project.