

5880 Oak Street, Anderson, CA 96007 Phone: (530) 357-2121 Email: cccsd@clearcreekcsd.org

Board of Directors: Scott McVay - Chair Logan Johnston, Vice Chair Directors - Pam Beaver, Beverly Fickes, Terry Lincoln

General Manager: Dale Mancino

REGULAR MEETING: October 15, 2025, at 6:00PM: District Office Board Room

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

OPEN TIME/PUBLIC COMMENT: Pursuant to Gov. code §54950, persons wishing to address the Board of Directors on matters not listed on the agenda should notify the Secretary prior to the start of the meeting. To speak at this time and for any item listed on the agenda – raise your hand, and when recognized by the Chair – proceed to the podium to address the Board.

CONSENT AGENDA (Action)

The following items are expected to be routine. Any interested party may comment or request an item be removed from the consent agenda for separate discussion/action.

- **I. Minutes from Meetings**: Regular Meeting Minutes 09/17/2025, Agriculture Committee Meeting Minutes 09/24/2025, Finance Committee Meeting Minutes 9/24/25, Personnel Committee Meeting Minutes 10/2/2025.
- 2. Bills Paid: 09/12/2025 10/09/2025
- 3. Activity P&L Report: May 2025 June 2025 July 2025 August 2025 September 2025

REGULAR AGENDA (Discussion/Action)

- 4. Board of Directors Agenda Management Policy (Discussion/Action)
- 5. Extra Help Employees and Fatigue Policy (Discussion/Direction)
- **6. Prop 218 Advisory Committee Interviews** (Discussion/Action)

ADA Related Disabilities:

Contact the front office and speak with a Staff Member if special consideration is needed to attend any public meeting for disability related accommodations or aide is needed. Please give 72 hours - notice prior to the meeting to allow staff to meet your requests appropriately.

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- 7. General Administrative Policy Update: Clarification of Community Member Application Process (Discussion/Action)
- 8. Update to Rules and Regulations for Water Service Policy Regarding Delinquent Notices (Discussion/Action)
- 9. Adjustment Request 17655 Warwick Place, Anderson (Discussion/Action)
- 10. Adjustment Request 15901 Cloverdale Road, Anderson (Discussion/Action)
- II. Adjustment Request 17648 Warwick Place, Anderson (Discussion/Action)
- 12. Adjustment Request 4944 Lujo Drive, Anderson (Discussion/Action)
- 13. Approval to Enter into Contract for Legal Services (Discussion/Action)
- 14. Approval to Enter into an Agreement with Collections Agency (Discussion/Action)
- 15. Rescheduling December Regular Board Meeting (Discussion/Action)
- **16. Approval to Enter into a Lease with Carrel's Office Solutions** (Discussion/Action)
- 17. Approval of Covering the Cost of Christmas Festival Flyers
- 18. GENERAL MANAGERS ORAL REPORT
- 19. OPERATIONS ORAL REPORT
- 20. STANDING COMMITTEES & AD HOC COMMITTEES REPORT OUTS
 - a. Agriculture Committee -
 - b. Finance Committee -
 - c. Planning/Steering Committee -
 - d. Personnel Committee -
 - e Centerville Contract Ad Hoc Committee -
- 21. BOARD ITEMS
- 22. ADJOURN THE MEETING



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Board of Directors: Scott McVay - Chair Logan Johnston, Vice Chair Directors - Pam Beaver, Beverly Fickes, Terry Lincoln

General Manager: Dale Mancino

REGULAR MEETING: September 17, 2025, at 6:00PM: District Office Board Room

MINUTES

CALL TO ORDER: 6:00 pm

PLEDGE OF ALLEGIANCE: Lead by Chair McVay

ROLL CALL: Director Lincoln, Director McVay, Director Fickes, Director Beaver, Interim General Manager Jim Wadleigh, General Manager Dale Mancino, Administrative Assistant Emily King Director Johnston - Absent

OPEN TIME/PUBLIC COMMENT:

Member of the public, Dennis Possehn stated that the Firewise Committee has been able to provide defensible space for seniors and has completed a dozen properties already. Mr. Possehn stated the last Firewise meeting of the year will be held on 10/23/25 at the Community Center and encouraged everyone to bring their volunteer worksheets.

6:03 PM Director Johnston Arrives.

CONSENT AGENDA

- I. Minutes from Meetings: Personnel Committee Meeting 8/20/2025; Regular Meeting Minutes 8/20/2025
- 2. Bills Paid: 08/16/2025 09/11/2025
- 3. Activity P&L Report:
 - a) May 2025
 - **b)** June 2025
 - **c)** July 2025
 - **d)** August 2025

Director Fickes noted that in the August 20, 2025 Regular Meeting Minutes, Item #3 was incorrectly recorded as attributing the request for updated wording to Director Beaver. The correction should reflect that the request was made by Director Fickes.

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In response to Director Fickes, Bookkeeper Shireen Erlei explained that the agricultural water sales reported under Item 3.a—d appeared skewed because Centerville made a double payment in August, covering two months at once.

Motion to pull Item #3 a-d from the Consent Agenda and approve Item #1 with the requested wording update, along with Item #2.

Director Beaver, 2nd Director Johnston Vote 5-0

REGULAR AGENDA

4. Authorize General Manager Dale Mancino as Check Signer on District Bank Accounts and Remove Interim General Manager Jim Wadleigh as an Authorized Check Signer on District Bank Accounts

Director Fickes, 2nd Director Beaver Vote 5-0

5. Step Increase for Current Administrative Assistant

Interim General Manager Jim Wadleigh reviewed the background and years of experience of Administrative Assistant Emily King. He noted that from the beginning, Mrs. King has stepped in to support all employees and office functions without needing to be asked. Mr. Wadleigh confirmed that sufficient funding is available in the current budget to cover the step increase, with no request for a budget adjustment. Based on Mrs. King's experience and performance, Mr. Wadleigh recommended approval of a Step 4 increase.

Director Beaver expressed her support for the step increase, noting that Mrs. King has done an excellent job filling gaps in the office. Director McVay stated that he was in favor of the step increase, provided the fiscal impact is covered in the budget. Director Fickes asked Interim General Manager Jim Wadleigh to clarify whether the fiscal impact he had reviewed would apply to the remainder of the fiscal year or the calendar year. Mr. Wadleigh confirmed it would apply to the fiscal year. Director McVay then asked about the effective date, and Mr. Wadleigh stated it would be the beginning of the next pay period, September 26, 2025.

Director Lincoln, 2nd Director Fickes Vote 5-0

ADA Related Disabilities:

6. CCCSD Drought Planning and Water Shortage Policy

General Manager Dale Mancino provided background on the item, after which Administrative Assistant Emily King explained that the Drought Planning and Water Shortage Policy is intended to establish a clear plan and maintain compliance with State requirements. She noted that during a drought, a public hearing would be held to determine water usage limits and the potential for fees. Mrs. King clarified that the figures included in the proposed plan were estimates and would not directly affect customers.

Director Beaver, 2nd Director Lincoln Vote 5-0

7. Dissolution of the General Manager Recruitment Ad Hoc Committee

General Manager Dale Mancino explained that the ad hoc committee was formed to assist with the recruitment process for the General Manager. With the recruitment process now completed, there is no longer a need for the committee.

Director Fickes, 2nd Director Johnston Vote 5-0

8. Ad Hoc for MOU Negotiations

General Manager Dale Mancino stated that the District is preparing to enter into negotiations regarding the Memorandum of Understanding (MOU) with Clear Creek CSD employees, UPEC Local 792. In order to support this process, the Board may appoint an ad hoc committee.

Director Fickes noted that past practice has been for the Personnel Committee to handle MOU negotiations, and therefore another ad hoc committee is not needed.

Interim General Manager Jim Wadleigh added that the Board can make a motion to direct the Personnel Committee to handle the MOU negotiations. Director Fickes then read the outline of the duties and responsibilities of the Personnel Committee.

Director Johnston, 2nd Director Lincoln Vote 5-0

9. Standing Committees for Public Members

General Manager Dale Mancino stated that there is a General Administrative Policy in place regarding members of the public serving on standing committees. However, there is a need to clarify the application process, term limits, and scheduling for new selections.

ADA Related Disabilities:

After discussion, the Board requested that the policy be updated to:

- Allow up to three community members per standing committee.
- Include the newly formed Personnel Committee.
- Specify that community members must reside within the boundaries of the district.

Applicants will be invited to the Board meeting immediately following the submission of their application to the District Office. During this meeting, they will be interviewed by the Board regarding their qualifications as they pertain to the committee to which they have applied, prior to being appointed.

The Board directed staff to update the General Administrative Policy for it to be brought back in the October 2025 Regular Board Meeting for approval.

Director Beaver, 2nd Director Johnston Vote 5-0

10. Applications and Responses for Proposition 218 Advisory Committee

General Manager Dale Mancino stated that at the August 2025 Regular Board Meeting, staff was directed to solicit interest from the community to join a Proposition 218 Advisory Committee. Mr. Mancino noted that there has been strong public interest; however, only three completed applications have been submitted so far.

Director Fickes requested that the three applicants be invited to the October Regular Board Meeting for an interview.

Director McVay stated that the Board needed to select the two Board members who would serve as chairs of the Advisory Committee. Director McVay and Director Lincoln volunteered.

Director Fickes made a motion to form a Proposition 218 Advisory Committee, approve Director McVay and Director Lincoln as chairs, and include up to five community members. The Advisory Committee will disband upon completion of the Proposition 218 process. Applicants will be invited to attend the Regular Board Meeting immediately following the submission of their application for an interview and possible appointment.

Director Fickes, 2nd Director Beaver Vote 5-0

II. GENERAL MANAGERS ORAL REPORT

Interim General Manager Jim Wadleigh stated that his time as Interim General Manager has come to an end, as a new General Manager, Dale Mancino, has now been hired. Mr. Wadleigh expressed that he

ADA Related Disabilities:

believes this is a positive transition and thanked the Board, staff, and community for the time he spent with Clear Creek CSD.

Director McVay stated that the Board extends a heartfelt thank you to Mr. Wadleigh for all he has done for the District.

General Manager Dale Mancino reported that the District has met with multiple law firms and received proposals. Once all interviews are concluded, a recommendation will be presented to the Board for approval of new legal counsel.

Mr. Mancino stated that during his first week, he has been meeting with staff to gain insight into current priorities. He also toured the Water Treatment Plant to learn about its processes, capacity, and maintenance needs.

In the coming weeks, he plans to continue staff engagement, expand outreach to PACE Engineering, and conduct additional field reviews. Mr. Mancino expressed gratitude for the opportunity to serve as General Manager, emphasizing his focus on leadership and building a strong foundation for the District's long-term stability and success.

12. OPERATIONS ORAL REPORT

General Manager Dale Mancino stated that the number of delinquent accounts has decreased in some categories, while balances have grown in three of the four stages, indicating that delinquency risk is becoming concentrated in fewer, high-balance accounts.

Director Fickes noted that a prior policy eliminated sending delinquency notices due to cost, but she requested that the policy be updated and brought back for review at the October meeting.

Mr. Mancino provided updates on the Backwash Pond Project, current training and maintenance at the Water Treatment Plant, and the recent staff tour of the facility. Director McVay requested that updated photos of the Backwash Pond Project be posted on Facebook and the District website.

Interim General Manager Jim Wadleigh highlighted Bookkeeper Shireen Erlei for her hard work in identifying discrepancies in the Backwash Pond Grant, which saved the District \$159,000. Discussion followed regarding the grant funds.

Mr. Mancino also reported on two separate main line ruptures, both involving 10" AC main lines, and described the steps crews took for repairs. Operations Supervisor Morgan Rau is currently obtaining quotes from Sunbelt Rentals for both monthly and hourly equipment rentals.

ADA Related Disabilities:

13. STANDING COMMITTEE REPORT

a. **Agriculture** – Vice Chair Johnston stated the next Agriculture Committee meeting will be held on Wednesday September 24th at 6 PM. The topic of discussion will be discing and seeding pastures. Director Johnston also announced October will be the last month of the Farmers Market.

Director McVay stated this year has been a bad year for olive orchards.

- b. **Finance** Director Fickes stated the next Finance Committee Meeting will be held on Wednesday September 24th at 9 AM.
- c. Planning/Steering Not Met.
- d. **Personnel -** Director Beaver stated that the committee requested to meet with staff individually to hear their input, but the union denied the request. The committee would like to work with the General Manager on improving leave request planning and beginning cross-training initiatives. Additionally, the committee will assist with MOU negotiations and update job descriptions as part of the process.

Director McVay requested that Ad Hoc Committees be added to the Standing Committee Report on the agendas going forward.

Director Fickes and Director Beaver gave an update on the Centerville contract, along with a quick overview of the focus of the Centerville Ad Hoc Committee.

In response to Director McVay, Director Fickes stated that minutes for the Centerville Ad Hoc meeting were not taken since there were no staff or members of the public on the committee.

14. BOARD MEMBER ITEMS

Director Johnston inquired about the status of the out-of-service fire hydrant on Hopekay Lane. General Manager Dale Mancino stated that he is aware of the situation and that crews will be going out this week to take measurements to determine whether the current equipment can be used or if a new hydrant must be purchased. Mr. Mancino also explained the requirements for hydrant installation and relevant state laws.

Director Beaver inquired about how Board members can have an item placed on the agenda and requested a clear policy.

Director Fickes expressed disappointment that the General Manager and Board Chair currently decide which items are included on the agenda, stating that she does not feel that one person should have sole authority over Board items.

ADA Related Disabilities:

Administrative Assistant Emily King explained that if a Board member wishes to place an item on the agenda and the Chair or General Manager declines, the member can raise the item during the "Board Items" section of a Regular Meeting. The Board can then vote to add the item to the agenda for the next Regular Meeting.

Director Fickes requested that the Board vote to create an Agenda Policy that clearly outlines the procedures for placing items on the agenda and bring it to the October Regular Meeting. Vote 5-0

Director Beaver requested that an item be added to the next Regular Board Meeting agenda to discuss placing items on the agenda and bring it to the October Regular Meeting.

Vote 5-0

In response to Director McVay, Interim General Manager Jim Wadleigh stated that he is still working on ensuring the information on the SAFER Dashboard is accurate. However, he has learned that SAFER historically has never provided funding. Mr. Wadleigh noted that he is exploring other funding opportunities, and having accurate information on the SAFER Dashboard will assist with applying for other grants and funding streams.

ADJOURN THE MEETING: 7:56 PM



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Agriculture Committee Meeting

Directors - Scott McVay, Logan Johnston
<u>Alternate - Vacant</u>

Community Members

Dr. Audra Harl, Dennis Possehn, Robert Wharton

General Manager: Dale Mancino

AGRICULTURE COMMITTEE MEETING

September 24, 2025 at 6:00PM: District Office Board Room

Committee Responsibility

The Board's standing Agricultural Committee shall be concerned with promoting and preserving agricultural customers and assisting them with regulatory compliance, such as Annual Crop Reports.

MINUTES

- I. CALL TO ORDER: 6:03 PM
- 2. Roll Call: Director McVay, Director Johnston, General Manager Dale Mancino, Robert Wharton, Dennis Possehn
- 3. OPEN TIME/PUBLIC COMMENT: None
- 4. OLD BUSINESS/NEW BUSINESS:
 - a. Cultivation Practices, Seeding (Types, Methods, Etc.), Irrigation and Sources of Necessary Supplies

Director Johnston led a comprehensive presentation on pasture management and grazing practices in the Happy Valley area. Discussion covered:

Pasture Types: Irrigated vs. dryland pastures, typical water requirements (3–5 acre-feet per acre annually), and the importance of rotational grazing to reduce soil compaction and maintain forage health.

Seed Mixes: Recommendations for irrigated mixes (fescues, ryegrass, orchard grass, legumes such as white or strawberry clover) and for dryland mixes (tall fescue varieties, orchard grass, brome fescue, vetch). Members noted that clovers should not be added if already present to avoid livestock bloat.

Soil and Grazing Management: Emphasis on rotational systems and maintaining organic matter to prevent over-compaction and erosion.

Irrigation: Typical requirements (36–60 inches of water annually), timing of watering, and local challenges with evapotranspiration during July and August.

Vendors and Resources: Local sources identified include Shasta Farm Equipment (carrying UC Extension recommended dryland mixes), Lockwood Seed (Willows), Grange Co-op, and Anderson Farm & Yard.

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Planting Windows and Methods: Recommended seeding period of late October to early November; pretill preparation, cover crops for soil recovery, and methods for broadcast and no-till drilling. Weed and Fertilizer Discussion: Use of vinegar-based weed control and Ranger Pro glyphosate; cover crops preferred over fertilizers for soil improvement.

Local Services: Tractor rental (NorCal Tractor, Anderson) and drilling services (Bruce Gilbert of Palo Cedro and Shasta Farm Equipment).

Members also discussed the importance of developing resilient pastures for livestock and the potential for UC Extension partnerships and district resources to share technical information with customers.

b. Farmers Market Update

Director McVay reported that three markets remain for the season (September 27, October 11, and October 25). Vendor participation has been steady, and organizers are exploring a potential relocation for 2026 near the CAL FIRE lot by the Hawthorne Market. Committee members suggested considering alternate days (e.g., mid-week or evening markets) to avoid competition with Redding vendors. A proposal was raised for a holiday pop-up market in December, potentially coordinated with the Community Center. District staff will review venue and liability considerations for indoor or outdoor use.

Additional Discussion: An update was given on the formation of a local Olive Growers Association. The group will meet on October 7 to discuss organization and potential non-profit status. Members discussed the historic agricultural roots of the valley and the benefits of reviving olive and fruit production.

5. ADJOURN THE MEETING: 8:00 PM

ADA Related Disabilities:

Seeding Part 1: Sow, You Want to Seed Your Rangeland or Irrigated Pasture (/blog/livestock-range/article/seeding-part-1-sow-you-want-seed-your-rangeland-or-irrigated-pasture)

Submitted by <u>deviirao (/user/16557)</u> on December 22nd, 2018 Devii R Rao

UC Cooperative Extension (/taxonomy/term/5545002)

San Francisco (/taxonomy/term/5544973)

Santa Cruz (/taxonomy/term/5544936)

Monterey (/taxonomy/term/5544925)

Sierra (/taxonomy/term/5544967)

Tehama (/taxonomy/term/5544941)

Over the past couple years, I have received many questions from ranchers and also from landowners with small (1 to 10-acre) parcels who want to seed their fields. They want to know what to seed, how to seed, and where to get seed. This article has information I have gathered over the past couple years to try to answer those questions and more. Stay tuned for *Seeding Part 2: To Seed or Not to Seed*. Part 2 will focus on whether seeding makes economic sense for your situation.



REASONS TO SEED

The most common reasons I hear that people want to seed are to

- 1. Improve forage for livestock.
- 2. Prevent erosion in high use areas or after a fire.
- 3. Compete with weeds.
- 4. Provide forage for wildlife, like deer, elk, and quail.
- 5. Rehabilitate a dryland horse pasture that has been severely grazed for many years.
- 6. Create or rehab an irrigated pasture for horses, cattle, sheep, or goats.
- 7. Restore native plants.

WHAT TO SEED

This will depend on your goals, soils, precipitation, budget, and potential for irrigation, among other things.

Here are some ideas about what to seed, based on seven different goals:

1. Improve forage for livestock

Usually a dryland pasture mix will be a good bet to get some seed in the ground at a
reasonable cost. Locally, dryland pasture mixes typically contain grasses, such as
annual ryegrass, orchard grass, and maybe a brome, fescue, oat or barley. They may
also have legumes, like clovers, medics, and vetches to provide higher levels of protein.
Locally available dryland pasture seed mixes will tend to do better at sites with more
than 20 inches of rainfall (George, pers. comm.). It's good to have multiple legume
varieties in your mix because different varieties are adapted to different soil conditions

(George and Davy 2016). Also, different varieties will mature at different times throughout the growing season, which can extend the green forage season.

2. Prevent erosion in high use areas or after a fire

- The NRCS office in Santa Cruz County recommends rose clover, creeping red fescue, zorro annual fescue, & Blando brome for erosion prevention.
- The Livestock & Land Program additionally recommends annual ryegrass, and crimson clover (Shanks and Moore 2001). They also recommend two native species: California poppy and arroyo lupine.

Compete with weeds

- Researchers in Tehama County found that annual ryegrass and soft brome were good short-term options to compete with medusahead and yellow starthistle (Davy et al. 2017). Average annual rainfall at the study sites is nearly 23 inches, although during the 5-year study period, rainfall ranged from 13 to 24 inches. The following perennials provided longer-term competition with the target weeds: Flecha tall fescue, hardinggrass (Perla koleagrass, Holdfast, Advanced AT) and Berber orchardgrass. Rainfall on many ranches on the Central Coast have lower rainfall than the Tehama County site, making establishment of perennial grasses more difficult.
- It may be valuable to seed a plant that has a similar life strategy to the weed you are trying to control. The seeded species will therefore have similar water, soil, and light requirements as the weed making it more difficult for the weed to access those resources.

· Provide forage for wildlife, like deer, elk, and quail

• A Monterey County rancher I know likes to seed rye, vetch, oats, barley, and wheat for wildlife. He plows the land before seeding and has had good success.

5. Rehabilitate a dryland horse pasture that has been severely grazed for many years

 Similar to #1 above, dryland horse pasture seed mixes will typically have a mix of annual ryegrass, orchardgrass, and brome grasses. Some will have clovers in addition to grasses.

6. Create or rehab an irrigated pasture for horses, cattle, sheep, or goats

- Irrigated pastures are less common on the Central Coast than in northern California or the Sierra foothills. We do have some small-scale irrigated pastures, more typically for horses than other grazing animals. UCCE put together a great publication called *Establishing and Managing Irrigated Pasture for Horses* (Davy et al. 2012). This resource recommends a few cool season grasses: fescue, perennial ryegrass, and orchardgrass. They also recommend the following warm season grasses: dallisgrass, bermudagrass, Kikuyugrass. White clover, trefoil or strawberry clover may be seeded to provide additional protein, but horses will prefer grass. Pastures with more than 10-15% cover of clovers may cause health problems in horses.
- The Livestock and Land Program recommends perennial ryegrass, blando brome, subclover, and rose clover, in addition to some of the species listed above (Shanks and Moore 2001).
- Irrigated Pastures in California is an old UCANR publication (Jones and Brown 1942). It still has valuable information on irrigated pastures, including a breakdown of seeding recommendations by county: https://ucanr.edu/sites/UCCE_LR/files/180467.pdf
 (https://ucanr.edu/sites/UCCE_LR/files/180467.pdf

7. Restore native plants

 Elkhorn Slough National Estuarine Research Reserve is experimenting with seeding Meadow barley (Hordeum brachyantherum), California brome (Bromus carinatus),

- Needle grasses (*Stipa sp.*), Blue wildrye (*Elymus glaucus*), Coast tarweed (*Madia sativa*), Yarrow (*Achillea millefolium*), and Lupines. They are still in the experimental stage and do not yet have results. Native seed is substantially more expensive than a typical forage mix, so cost should be considered in your decision to seed with natives.
- Restoration Manual for Annual Grassland Systems in California is a valuable publication that describes how to prepare a site for seeding natives; which native species are likely to be successful at your site; and different revegetation techniques (Gornish and Shaw 2017): https://anrcatalog.ucanr.edu/pdf/8575.pdf(https://anrcatalog.ucanr.edu/pdf/8575.pdf(https://anrcatalog.ucanr.edu/pdf/8575.pdf(https://anrcatalog.ucanr.edu/pdf/8575.pdf(https://anrcatalog.ucanr.edu/pdf/8575.pdf)
 Appendix A is particularly useful. It offers a recommended species list based on your region, restoration goal, and soil type. A brief description of each species, along with pros and cons of using that species, are also included in the body of the manual.
- This publication has information about seeding native plants after a fire (Gornish, undated): http://cecentralsierra.ucanr.edu/files/224726.pdf
 (http://cecentralsierra.ucanr.edu/files/224726.pdf).

WHAT INFLUENCES SEEDING SUCCESS

New seed varieties come on the market and unfortunately, UC Cooperative Extension does not have the capacity to test them all and make county level recommendations. However, these are some factors that may be even more important to seeding success than what varieties you seeded:

- **Perennial v. annual grasses**: Perennial grasses tend to have higher success on the coast. So, if your ranch is inland, you may want a smaller amount of perennial grass seed, or none at all.
- Rainfall: Seeding success will be strongly associated with timing and amount of rainfall. It's best to get seed in the ground in October or early November, before temperatures drop (George and Davy 2016). If temperatures drop before fall germinating rains, then it's best to wait and seed the next year. Several legume varieties (clover, vetch, and medic) require 15 inches of rainfall or more for a successful seeding. Although some clover varieties require as little as 10 inches of rain per year. Areas with 20 inches of rainfall or more will tend to have a higher likelihood of successful seeding (George, pers. comm.).
- **Seeding method**: Broadcast seeding is likely to be less successful since seeds are at the soil surface and are easily accessible by birds and other seed eating animals. Broadcast seeding followed by covering the seeds with a rake or a harrow will improve chances of success. Using a seed drill will be even better, particularly for perennial grasses.
- Vegetation cover: If there is vegetation cover the seeds will have a better growing
 environment than if there is bare ground. Frost heaving can cause damage to seedlings
 (Biswell et al. 1953). Heady (1956) found that when soil was covered by Residual Dry Matter
 (RDM or natural mulch/old feed), frost heaving did not occur. In contrast, frost heaving did
 occur in areas with no RDM (bare ground). Heady (1956) summarized the literature, saying
 that a layer of RDM reduces evaporation, maintains a more stable soil temperature, increases
 organic matter / fertility, and improves water infiltration, which undoubtedly influences seedling
 success.
- Soil: Soil nutrients are important for plant growth. For example, clovers require sulfur and phosphorus (George and Davy 2016). If your soils are lacking in these nutrients, then clovers may not grow well. Soils also need to have specific bacteria for clovers to grow. Most soils lack these bacteria, so clover seed needs to be inoculated with the appropriate bacteria to be successful.
- Weed control: Controlling weeds before and after seeding is critical to the success of your seed application. Usually this is done with herbicide, but can be done manually, mechanically,

or with grazing for organic fields, or fields where herbicide is undesirable. The second most important factor in successful perennial grass seeding behind rainfall, is controlling weeds before seeding (George and Davy 2016).

 Establishing and Managing Irrigated Pasture for Horses has detailed information about how to prepare a seed bed, including weed management, for irrigated pasture seeding (Davy et al. 2012): https://anrcatalog.ucanr.edu/pdf/8486.pdf
 (https://anrcatalog.ucanr.edu/pdf/8486.pdf).

HOW TO SEED

The following seeding methods come from George and Davy (2016). Here's a link to the publication with more detailed instructions: http://rangelandarchive.ucdavis.edu/files/252899.pdf (http://rangelandarchive.ucdavis.edu/files/252899.pdf).

- Clovers (see page 208):Broadcast or drill seed. Make sure about ½ inch of soil covers the seed. Seeding rate is typically 10-20 lbs./acre. If broadcast seeding, cover seed using a ring roller or harrow. Seeding before fall rains in October or November gives better success than waiting until December. As noted earlier, if germinating rains come late, after the weather cools down, it's best to wait until the next year to seed.
- **Annual grasses** (see page 209): Seeding options are the same for clovers. However, drill seeding should be done using a grassland or rangeland drill. The area to be seeded should not have bare ground. It should have some RDM (i.e. natural mulch/old feed), but it should be grazed fairly close to the ground. If broadcast seeding, first lightly disk or harrow the soil down to 1 inch deep. Cover the seed by gently rolling or dragging a harrow. Seeding rate is typically 5-10 lbs./acre.

• **Perennial grasses** (see page 210): During the spring prior to seeding, use a nonselective herbicide to control grass and broadleaf weeds. During the following fall, spray again with a nonselective herbicide after germination. Then, drill seed to a maximum of ¼ inch right after spraying. In early spring after the newly seeded grasses come up, spray with a broadleaf-specific herbicide to control non-grass weeds. The authors recommend excluding grazing for 2-3 years, until the grasses are established and cannot be pulled up by livestock. For long-term management, they recommend grazing during winter to mid-spring and again in summer.

GRAZING AFTER SEEDING

Here's what I've been told by various experts:

- **Clovers:** Don't exclude cattle from fields seeded with clover. If there's no grazing during the first spring after clover seeding, grasses may grow tall and outcompete the lower-statured clovers.
- Annual Grasses: You don't need to exclude cattle from areas seeded with annual grasses.
 Although, if you are concerned about establishment, you may want to exclude livestock for a month or two to let them establish.
- **Perennial Grasses:** There are different schools of thought on whether or not to graze perennial grasses during the first year after seeding.
 - George and Davy (2016) suggest that you should not graze for 2-3 years after seeding perennial grasses. This will allow the perennial grasses to establish.
 - A local expert recommended that since so many weeds may come up after you seed, you want to graze the first spring after seeding for weed control.
 - Seeded Range Plants for California recommends that grazing should be excluded until
 the first summer after seeding, when grasses are big enough that livestock can't pull
 them out of the ground (George et al. 1983). However, they can be grazed earlier, during
 the first spring after seeding, if needed for weed control. This publication also
 recommends not grazing the perennial grasses below 3-4 inches.

WHERE TO BUY SEED

This is not a comprehensive list and I do not recommend any one seed company over another. This list is intended to provide you with some local and online options, that I am familiar with, for purchasing seed.

Forage seed on the Central Coast is available at

- Buttonwillow Warehouse Company in Salinas, Paso Robles, and throughout the Central Valley
- Clyde Robin Seed Co. available online
- Harmony Valley Farm Supply in Sebastopol and online
- L.A. Hearne Company in King City, Salinas, and online
- Kamprath Seed, Inc. in Manteca and online
- Ranchers Feed of Hollister in Hollister
- San Miguel Flouring Mill in San Miguel
- Tractor Supply in Gilroy, Watsonville, Los Banos, Paso Robles, and online
- Tres Pinos Ranch Supply & Feed in Tres Pinos

Native seed

- Hedgerow Farms in Winters
- Pacific Coast Seed in Livermore and online
- S & S Seed in Carpinteria and online

If you have other seeding questions, let me know! You can contact me at drorao@ucanr.edu or 831-637-5346 x14.

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Source URL: https://ucanr.edu/blog/livestock-range/article/seeding-part-1-sow-you-want-seed-your-rangeland-or-irrigated-pasture



5880 Oak Street, Anderson, CA 96007 Phone: (530) 357-2121 cccsd@clearcreekcsd.org

Board of Directors

Directors - Beverly Fickes, Scott McVay

General Manager: Dale Mancino

FINANCE COMMITTEE September 24, 2025, at 9AM: District Office Board Room

Committee Responsibility

The Board's standing Financial Committee shall be concerned with the financial management of the Clear Creek CSD including the preparation and oversight of an annual budget, and oversight of reserve accounts and major expenditures.

Minutes

- I. CALL TO ORDER: 9:01 AM
- 2. PLEDGE OF ALLEGIANCE: Lead by Director Fickes
- 3. ROLL CALL: Director Fickes, Director McVay, General Manager Dale Mancino, Bookkeeper Shireen Erlei.
- **4. OPEN TIME/PUBLIC COMMENT:** *No members of the public present.*
- 5. .DISCUSSION/ACTION ITEMS:

GM Mancino presented the Profit & Loss Budget vs. Actual report covering July 2025 through June 2026.

a. Revenues:

- \$846,649 collected (24.1% of budget).
- Base rate charges steady; domestic and agricultural sales under budget.
- Property tax revenues and reserve transfers not yet posted.
- Centerville O&M reimbursement at 25% of budget.
- Grant revenues reported at \$1.06M vs. \$60k budget, creating a timing/accounting variance.

ADA Related Disabilities:

b. Expenses:

- Payroll tracking at 27% due to vacancies.
- Distribution repairs trending high at \$120,529 (41% of budget).
- WTP chemicals/utilities under budget but expected to rise later.
- Benefits and CalPERS contributions under budget due to timing.

c. Net Position:

- Net income is -\$856,600, reflecting a mid-year paper deficit.
- o GM Mancino emphasized this is primarily a timing issue (tax and reimbursement revenue not yet received), not necessarily a structural imbalance.

6. Committee Discussion:

- Director Fickes requested a plain-English financial explanation for the Board to clarify timing differences.
- **Chair McVay** asked about the timing of property tax postings and stressed the importance of aligning revenues with expenses for public confidence.
- **Bookkeeper Erlei** noted the need to closely monitor contractor repair costs and track upcoming reimbursements to maintain cash flow stability.
- The committee agreed that distribution O&M costs should be highlighted in the next Board update as a budget concern.

Preparation for FY 2026 Rate Study

GM Mancino reported that operating costs have been rising faster than revenues over the past several years. The committee agreed this trend must be incorporated into the upcoming Prop 218 rate study, particularly in evaluating treatment costs and reserve contributions.

7. **ADJOURN THE MEETING** the meeting was adjourned at 12:02 PM.



5880 Oak Street, Anderson, CA 96007 Phone: (530) 357-2121 cccsd@clearcreekcsd.org

Board of Directors

Directors - Pam Beaver, Beverly Fickes

General Manager: Dale Mancino

PERSONNEL COMMITTEE October 02, 2025, at 8 AM: District Office Board Room

Committee Responsibility

The Board's standing Financial Committee shall be concerned with the financial management of the Clear Creek CSD including the preparation and oversight of an annual budget, and oversight of reserve accounts and major expenditures.

MINUTES

I. CALL TO ORDER: 8:05 AM

Entered into Closed Session: 8:06 AM

- 2. ROLL CALL: Director Fickes, Director Beaver, General Manager Dale Mancino
- 3. OPEN TIME/PUBLIC COMMENT: None
- 4. CLOSED SESSION ANNOUNCEMENT:
 - a. Pursuant to Government Code §54957.6 MOU Negotiations
 - **b.** Report Out from Closed Session

No reportable action taken.

5. ADJOURN THE MEETING: 9:31 A.M.

ADA Related Disabilities:

Clear Creek Community Services District Transaction Detail by Account

September 12 through October 9, 2025

Туре	Date	Num	Name	Memo	Amount
8000 · Accounts Payabl	le				
Bill Pmt -Check	09/15/2025	Auto Paid	Pacific Gas & Electric	Cloverdale/Clear Crk N Booster	-841.77
Bill Pmt -Check Bill Pmt -Check	09/15/2025 09/15/2025	Auto Paid Auto Paid	Pacific Gas & Electric Pacific Gas & Electric	Outdoor Lights Clear Creek Rd/Happy Valley	-21.83 -98.36
Bill Pmt -Check	09/15/2025	34403	Harvest Printing Company	Clear Creek Nu/Happy Valley	-7,204.13
Bill Pmt -Check	09/17/2025	34404	Harshwal & Company LLP	FY 2023 Audit Services ending June 30, 2	-20,000.00
Bill Pmt -Check	09/22/2025	Auto Paid	Pacific Gas & Electric	Wells 1 & 2	-1,997.80
Bill Pmt -Check	09/22/2025	Auto Paid	Pacific Gas & Electric	5880 Oak/Gas Point Well #3	-4,903.09
Bill Pmt -Check Bill Pmt -Check	09/22/2025 09/22/2025	34406 34407	Ability Answering & Paging Services Ace Hardware - Acct # 2186	05-1-8495 2186	-380.79 -253.98
Bill Pmt -Check	09/22/2025	34408	AT&T	WTP 530-246-2316/530-246-7334	-418.10
Bill Pmt -Check	09/22/2025	34409	Beaver, Patricia A		-125.00
Bill Pmt -Check	09/22/2025	34410	Beeler Tractor Company	WTP - Annual Generator Maintenance	-692.46
Bill Pmt -Check	09/22/2025	34411	CED (Consolidated Electrical Dist)	KP-11984	-79.56
Bill Pmt -Check Bill Pmt -Check	09/22/2025 09/22/2025	34412 34413	Cintas Corporation Computer Logistics Corp	22228100 Oct 2025 IT Service	-294.54 -685.88
Bill Pmt -Check	09/22/2025	34414	Condor Earth Technologies	Project #6793A Risk Management Analysis	-1,200.00
Bill Pmt -Check	09/22/2025	34415	Ferguson Waterworks	409921	-310.22
Bill Pmt -Check	09/22/2025	34416	Fickes, Beverly		-125.00
Bill Pmt -Check	09/22/2025	34417	Hach Company	110678	-777.70
Bill Pmt -Check Bill Pmt -Check	09/22/2025 09/22/2025	34418 34419	Immense Impact	17-0927CCC	-679.00 -125.00
Bill Pmt -Check	09/22/2025	34420	Johnston, Logan MacLeod Watts	142	-1,350.00
Bill Pmt -Check	09/22/2025	34421	McVay, Scott	172	-125.00
Bill Pmt -Check	09/22/2025	34422	MidAmerica	CCREEKCSDG5	-225.00
Bill Pmt -Check	09/22/2025	34423	Napa Auto Parts	1931	-56.02
Bill Pmt -Check	09/22/2025	34424	NTU Technologies, Inc.	00.400400	-13,827.00
Bill Pmt -Check	09/22/2025	34425	Pace Analytical Services LLC	28-100128	-1,096.60
Bill Pmt -Check Bill Pmt -Check	09/22/2025 09/22/2025	34426 34427	Pace Engineering Primo Brands	WTP Acct #8730220683 (used to be Alha	-39,596.14 -34.90
Bill Pmt -Check	09/22/2025	34428	Professional Exterminator of Redding	17387	-65.00
Bill Pmt -Check	09/22/2025	34429	Shasta County - Air Quality	Annual Permit for WTP Back Up Generator	-23.00
Bill Pmt -Check	09/22/2025	34430	Simmons, Mason	Boot Allowance	-100.00
Bill Pmt -Check	09/22/2025	34431	Thatcher Company of California, Inc.	3001810	-6,078.13
Bill Pmt -Check	09/22/2025	34432	US Bank Equipment Finance	1453267	-316.93 -147.77
Bill Pmt -Check Bill Pmt -Check	09/22/2025 09/22/2025	34433 34434	Valley Pacific AT&T	C850335 Well Field Booster Station Acct #248 134	-147.77 -4.43
Bill Pmt -Check	09/24/2025	Auto Paid	Verizon	242343122-00001	-38.85
Bill Pmt -Check	10/01/2025	Auto Paid	UNUM Life Insurance of Co.	Acct #0142066-001 6 Oct 1, 2025-Oct 31,	-1,174.42
Bill Pmt -Check	10/01/2025	Auto Paid	Humana - Dental Ins	412851-001	-1,054.57
Bill Pmt -Check	10/01/2025	331193	CA Department of Water Resources-WTP	Cust #200037 Contract #E58342 **this is	-10,669.13
Bill Pmt -Check Bill Pmt -Check	10/01/2025 10/03/2025	Auto Paid Auto Paid	RCAC-Loan Fund (Dump Truck) Ameritas (VSP Vision Ins)	6332-CCCSD-01 Vision Oct 2025	-1,696.07 -179.36
Bill Pmt -Check	10/03/2025	Auto Paid	Waste Management	3-99477-15008	-407.51
Bill Pmt -Check	10/03/2025	Auto Paid	Cascarina, Rick	Oct 2025 Retiree Health	-437.09
Bill Pmt -Check	10/08/2025	ACH	Amazon Capital Services, Inc.	A3SGCPAZF6QYSB	-680.37
Bill Pmt -Check	10/09/2025	ACH	ACWA/JPIA - Insurance	C020	-773.00
Bill Pmt -Check Bill Pmt -Check	10/09/2025 10/09/2025		Cintas Corporation Cintas Corporation	**Pants Credit** QuickBooks generated ze **Pants Credit**QuickBooks generated zer	0.00 0.00
Bill Pmt -Check	10/09/2025		Cintas Corporation Cintas Corporation	**Pants Credit **QuickBooks generated zer	0.00
Bill Pmt -Check	10/09/2025	34435	Ability Answering & Paging Services	05-1-8495	-431.08
Bill Pmt -Check	10/09/2025	34436	Ace Hardware - Acct # 2186	2186	-222.19
Bill Pmt -Check	10/09/2025	34437	ACWA - Annual Dues	2026 Annual Dues (Affiliated w/JPIA)	-16,190.00
Bill Pmt -Check Bill Pmt -Check	10/09/2025 10/09/2025	34438 34439	AT&T Axner Excavating, Inc.	WTP 530-246-2316/530-246-7334 6920038	-421.40 -50,966.75
Bill Pmt -Check	10/09/2025	34440	Badger Daylighting Corp	Dist: Rental Badger Hydrovac - HV Rd Lea	-4,163.10
Bill Pmt -Check	10/09/2025	34441	Badger Meter, Inc.	41827	-134.28
Bill Pmt -Check	10/09/2025	34442	Bay Alarm Company	1201366	-33.32
Bill Pmt -Check	10/09/2025	34443	Emily King	Emily King Mileage 146 @ .70	-102.20
Bill Pmt -Check	10/09/2025	34444	Erlei, Shireen	Emily King Mileage 41.2 @ .70	-28.84
Bill Pmt -Check Bill Pmt -Check	10/09/2025 10/09/2025	34445 34446	Fasteners Inc Ferguson Waterworks	373 409921	-355.95 -9,550.21
Bill Pmt -Check	10/09/2025	34447	Fickes, Beverly	Spec Mtg 9.24.25 Finance Meeting	-25.00
Bill Pmt -Check	10/09/2025	34448	Gerlinger Steel & Supply	10326	-15.98
Bill Pmt -Check	10/09/2025	34449	Hach Company	110678	-1,123.98
Bill Pmt -Check	10/09/2025	34450	Harvest Printing Company		-3,837.72
Bill Pmt -Check	10/09/2025	34451	J.F. Shea Construction, Inc.	Spec Mtg 0 24 25 Ag Mosting	-1,569.25
Bill Pmt -Check Bill Pmt -Check	10/09/2025 10/09/2025	34452 34453	Johnston, Logan Lori J Scott, Treasurer/Tax Collector	Spec Mtg 9.24.25 Ag Meeting	-25.00 -63.60
Bill Pmt -Check	10/09/2025	34454	McVay, Scott		-50.00
Bill Pmt -Check	10/09/2025	34455	Pace Analytical Services LLC	28-100128	-1,467.55
Bill Pmt -Check	10/09/2025	34456	Pace Engineering	Project 0104.70 Clear Creek CSD-Centerv	-1,524.53
Bill Pmt -Check	10/09/2025	34457	Pace Supply Corp	WTP: Instrument Pumps Customer #8035	-197.28
Bill Pmt -Check Bill Pmt -Check	10/09/2025 10/09/2025	34458 34459	Primo Brands Professional Exterminator of Redding	WTP Acct #8730220683 (used to be Alha 17387	-69.59 -65.00
Bill Pmt -Check	10/09/2025	34459 34460	RCAC -Loan Fund BWP Grant	17367 1140-CCCSD-02	-05.00 -9,418.18
Bill Pmt -Check	10/09/2025	34461	Reed, Jeffrey		-150.00
Bill Pmt -Check	10/09/2025	34462	United Public Employees of CA 792	Union Member Dues Sept 2025	-463.50

Clear Creek Community Services District Transaction Detail by Account

September 12 through October 9, 2025

Туре	Date	Num	Name	Memo	Amount
Bill Pmt -Check Bill Pmt -Check	10/09/2025 10/09/2025	34463 34464	Urbina, Teresita Valley Pacific	Deposit Refund 5210 Dino Dr C850335	-70.00 -143.41
Total 8000 · Accounts F	Payable				-224,249.39
TOTAL					-224,249.39

Clear Creek Community Services District **Profit & Loss**

May 2025

	May 25
Ordinary Income/Expense Income	
11000 · Revenue - Customer Accts	
11005 · Base Rate Charge 11010 · Domestic Water Sales	147,198.61 32,674.32
44000 Amiguitural Motor Color	20.440.74
11020 · Agricultural Water Sales 11060 · Billing Pmt Late Fee	-32,146.74 1,273.48
Total 11000 · Revenue - Customer Accts	148,999.67
12000 · Revenue - Water Service	
12010 · Turn On Fees	385.00
12015 · Centerville Admin O&M	16,661.65
12025 · Interest / Investment Income	1,394.98
12035 · Backflow Maint Charge	837.82
12100 · Misc. Revenue	70.00
Total 12000 · Revenue - Water Service	19,349.45
13000 · Designated Revenue -Non Op	00.400 ==
13005 · Filter Plant Repayment Charge	20,422.75
13010 · Recycle Backwash Water Charge	888.82
13015 · State Loan Repayment Charge	2,696.00
13025 · WIIN Act Repayment Charge	5,068.48
Total 13000 · Designated Revenue -Non Op	29,076.05
Total Income	197,425.17
Gross Profit	197,425.17
Expense 30000 · Water Treatment Plant 30100 · Utilities	
30105 · WTP - PGE 8185	3,641.84
30115 · WTP - AT&T 2316	429.04
30120 · WTP - AT&T 1026	32.57
30125 · Internet	55.00
Total 30100 · Utilities	4,158.45
30140 · WTP Computer & Software	5,110.00
30170 · Supplies	64.99
30200 · WTP Repair & Maintenance O&M	34,815.82
00200 Will Repuil & Mullicontailor Oam	01,010.02
30500 · Vehicle Maintenance & Expense	
30505 · Fuel Expense	1,689.14
30525 · GM Truck Chev Colorado - Unit 9	68.94
Total 30500 · Vehicle Maintenance & Expense	1,758.08
Total 30000 · Water Treatment Plant	45,907.34
40000 · Distribution	
40200 · Utilities	
40205 · Cloverdale Rd N.Boost- PGE 4189	552.06
40210 · Clear Crk/HV - PGE 9574	85.52
Total 40200 · Utilities	637.58
40400 · Repair & Maintenance (O&M)	
40430 · Inventory/Tools	1,328.29
40400 · Repair & Maintenance (O&M) - Other	203.05
Total 40400 · Repair & Maintenance (O&M)	1,531.34
40500 · Vehicle Maintenance & Expense	
40515 · Ford F350 2016 - Unit 3	146.84

Clear Creek Community Services District Profit & Loss May 2025

	May 25	
Total 40500 · Vehicle Maintenance & Expense	146.84	
Total 40000 · Distribution	2,315.7	76
41000 · Wells & Booster Station 41100 · Utilities 41105 · Wells 1 & 2 - PGE 2671 41115 · So. Booster - AT&T 2121 41120 · So. Booster - Internet	243.40 8.86 55.00	
Total 41100 · Utilities	307.26	
Total 41000 · Wells & Booster Station	307.2	26
50000 · Adminstration/ General 50100 · Utilities 50110 · 2 Outdoor Lights - PGE 3564 50120 · Verizon - On-call Cell Phone 50130 · Answering Service	21.83 51.97 424.74	
Total 50100 · Utilities	498.54	
50200 · Office Supplies 50205 · Janitorial supplies 50200 · Office Supplies - Other	92.62 772.07	
Total 50200 · Office Supplies	864.69	
50310 · Advertising & Public Notices 50320 · Meal & Reimbursements 50500 · Special & Professional Services 50504 · Accounting Serivces (non-audit) 50510 · Director Fees 50515 · Server & Computer Maintenance 50517 · Software Subscriptions 50515 · Server & Computer Maintenance - Other	1,725.07 38.72 5,495.00 380.01 883.67 1,590.23	
Total 50515 Server & Computer Maintenance	2,473.90	
50525 · Engineering 50535 · Building & Ground MaintOffice 50536 · Waste Management 50535 · Building & Ground MaintOffice - Other	3,477.50 368.37 173.72	
Total 50535 · Building & Ground MaintOffice	542.09	
50540 · OPEB Valuation & Actuarial	6,850.00	
Total 50500 · Special & Professional Services	19,218.50	
50700 · Regulatory 50705 · Water District Regulatory Fees 50715 · Risk Management Plan	1,790.75	
Total 50705 · Water District Regulatory Fees	1,790.75	
Total 50700 · Regulatory	1,790.75	
51400 · Employee Benefits 51405 · Vision, Dental, 51415 · UNUM-Disability, Life, Accident 51440 · CalPERS Retirement Contribution 51455 · Uniform & Service	1,383.53 1,874.79 3,345.67 407.20	
Total 51400 · Employee Benefits	7,011.19	
51600 · Retiree Benefits 51605 · Retiree Health Benefit - Direct	7,982.68	
Total 51600 · Retiree Benefits	7,982.68	
52000 · Interest Expense		

Clear Creek Community Services District **Profit & Loss**

May 2025

	May 25
52005 · RCAC Loan Interest (dump truck)	186.49
Total 52000 · Interest Expense	186.49
53000 · Customer Accounts & Billing 53015 · Supplies 53020 · Postage 53025 · Billing Supplies & Materials	1,383.22 2,461.45
Total 53015 · Supplies	3,844.67
Total 53000 · Customer Accounts & Billing	3,844.67
Total 50000 · Adminstration/ General	43,161.30
60000 · Payroll Expense -Salary & Wages 60100 · Payroll Exp - Administration/GM 60200 · Payroll Exp - Distribution 60300 · Payroll Exp - Water Treatment 60500 · Payroll Exp - Customer Accts	14,721.21 21,686.29 20,748.92 4,834.89
Total 60000 · Payroll Expense -Salary & Wages	61,991.31
80000 · Grants 80010 · Backwash Pond Grant D2202015 80013 · RCAC Loan Interest - BWPGrant	4,341.05
Total 80010 · Backwash Pond Grant D2202015	4,341.05
Total 80000 · Grants	4,341.05
Total Expense	158,024.02
Net Ordinary Income	39,401.15
Net Income	39,401.15

Clear Creek Community Services District **Profit & Loss**

June 2025

	Jun 25
Ordinary Income/Expense	
Income 11000 · Revenue - Customer Accts	
11005 · Base Rate Charge	147,934.58
11010 · Domestic Water Sales	54,440.96
44000 4 1 1/4 1 1/4 4 0 1	00.074.00
11020 · Agricultural Water Sales 11060 · Billing Pmt Late Fee	60,271.60 689.21
Total 11000 · Revenue - Customer Accts	263,336.35
12000 · Revenue - Water Service	
12010 · Turn On Fees	715.00
12015 · Centerville Admin O&M	17,007.97
12025 · Interest / Investment Income	1,585.86
12035 · Backflow Maint Charge	842.96
Total 12000 · Revenue - Water Service	20,151.79
13000 · Designated Revenue -Non Op	
13005 · Filter Plant Repayment Charge	20,537.03
13010 · Recycle Backwash Water Charge	1,046.52
13015 · State Loan Repayment Charge	2,715.00
13025 · WIIN Act Repayment Charge	5,104.20
Total 13000 · Designated Revenue -Non Op	29,402.75
Total Income	312,890.89
Gross Profit	312,890.89
Expense	
29000 · Supply Cost	
29005 · Water Purchase	
29010 · USBR Water Purchased	7,120.75
Total 29005 · Water Purchase	7,120.75
Total 29000 · Supply Cost	7,120.75
30000 · Water Treatment Plant	
30100 · Utilities	
30105 · WTP - PGE 8185	4,783.50
30110 · Pond - PGE 3611	938.07
30115 · WTP - AT&T 2316	418.72
30120 · WTP - AT&T 1026	439.76
30125 · Internet	55.00
Total 30100 · Utilities	6,635.05
20470 Cumulian	444.50
30170 · Supplies 30200 · WTP Repair & Maintenance O&M	114.58 79.54
30400 · Water Quality Analysis	1,267.85
30405 · Chemicals WTP	21,544.45
30500 · Vehicle Maintenance & Expense	_ 1,6 1 11 10
30504 · Mileage	115.29
30505 · Fuel Expense	2,175.09
30500 Vehicle Maintenance & Expense - Other	91.06
Total 30500 · Vehicle Maintenance & Expense	2,381.44
Total 30000 · Water Treatment Plant	32,022.91
40000 · Distribution	
40300 · Safety Equipment & Training	
40310 · Personal Safety Equipment	370.26
	
Total 40300 · Safety Equipment & Training	370.26
40400 · Repair & Maintenance (O&M)	

Clear Creek Community Services District **Profit & Loss**

June 2025

	Jun 25	
40430 · Inventory/Tools	5,893.26	
40440 · Water Quality Analysis - Dist	564.00	
40400 · Repair & Maintenance (O&M) - Other	7,161.74	
• • • • • • • • • • • • • • • • • • • •		
Total 40400 · Repair & Maintenance (O&M)	13	,619.00
40500 · Vehicle Maintenance & Expense	1 0 1 0 1 1	
40510 · Ram PU 2019 - Unit 1	1,340.14	
40520 · Chevy PU 2017 - Unit 5	571.15	
40535 · Chevy PU 2015 - Unit 10	492.04	
40540 · Chevy PU 2016 - Unit 11	139.50	
40550 · Ford ranger 2008 - Unit 2	1,477.66	
40555 · Ditch Witch Vac Trailer	895.00	
40500 · Vehicle Maintenance & Expense - Other	0.00	
Total 40500 · Vehicle Maintenance & Expense	4	,915.49
Total 40000 · Distribution		18,904.75
41000 · Wells & Booster Station 41100 · Utilities		
41105 · Wells 1 & 2 - PGE 2671	237.53	
41110 · Well #3 - PGE 2838	2,868.00	
41115 · So. Booster - AT&T 2121	4.43	
41120 · So. Booster - Internet	55.00	
Total 41100 · Utilities	3	,164.96
Total 41000 · Wells & Booster Station		3,164.96
50000 · Adminstration/ General 50100 · Utilities		
50120 · Verizon - On-call Cell Phone	51.97	
50130 · Answering Service	396.14	
50135 · Telephone - TDS	357.01	
Total 50100 · Utilities		805.12
50200 · Office Supplies		
50205 · Janitorial supplies	100.00	
50200 · Office Supplies - Other	537.04	
• •		007.04
Total 50200 · Office Supplies		637.04
50310 · Advertising & Public Notices		577.80
50320 · Meal & Reimbursements		386.01
50500 · Special & Professional Services		
50510 · Director Fees	900.00	
50515 · Server & Computer Maintenance		
50517 · Software Subscriptions	766.11	
50515 · Server & Computer Maintenance - Other	2,497.73	
Total 50515 · Server & Computer Maintenance	3,263.84	
50520 · Legal	1,045.00	
50525 · Engineering	18,568.00	
50530 · Equipment, Maintenance & Lease	360.55	
50535 · Building & Ground MaintOffice	98.32	
30333 Bunding & Ground MaintOnice		
50500 · Special & Professional Services - Other	668.11	
Total 50500 · Special & Professional Services	24	,903.82
50700 · Regulatory 50900 · Testing & License Fees	66.14	
Total 50700 · Regulatory		66.14
51400 · Employee Benefits		
51405 · Vision, Dental,	345.13	
51415 · UNUM-Disability, Life, Accident	899.61	
51-115 OHOM-DISABILITY, LITE, ACCIDENT	099.01	

Clear Creek Community Services District **Profit & Loss**

June 2025

	Jun 25
51440 · CalPERS Retirement Contribution 51450 · Boot Allowance 51455 · Uniform & Service	7,314.87 100.00 612.84
Total 51400 · Employee Benefits	9,272.45
51600 · Retiree Benefits 51605 · Retiree Health Benefit - Direct	7,545.59
Total 51600 · Retiree Benefits	7,545.59
53000 · Customer Accounts & Billing 53015 · Supplies 53020 · Postage 53025 · Billing Supplies & Materials	1,381.97 1,892.95
Total 53015 · Supplies	3,274.92
53016 · Meter Reading/ License	1,578.00
Total 53000 · Customer Accounts & Billing	4,852.92
50000 · Adminstration/ General - Other	145.00
Total 50000 · Adminstration/ General	49,191.89
50319 · Training & Professional Develop 60000 · Payroll Expense -Salary & Wages 60100 · Payroll Exp - Administration/GM 60200 · Payroll Exp - Distribution 60300 · Payroll Exp - Water Treatment 60500 · Payroll Exp - Customer Accts	1,020.00 14,883.06 23,297.49 21,490.31 8,291.20
Total 60000 · Payroll Expense -Salary & Wages	67,962.06
80000 · Grants 80010 · Backwash Pond Grant D2202015 80011 · Engineering 80013 · RCAC Loan Interest - BWPGrant 80010 · Backwash Pond Grant D2202015 - Other	63,449.07 4,212.84 -712,608.00
Total 80010 · Backwash Pond Grant D2202015	-644,946.09
Total 80000 · Grants	-644,946.09
Total Expense	-465,558.77
Net Ordinary Income	778,449.66
Net Income	778,449.66

Clear Creek Community Services District **Profit & Loss**

July 2025

	Jul 25
Ordinary Income/Expense	
Income 11000 · Revenue - Customer Accts	
11005 · Base Rate Charge 11010 · Domestic Water Sales	150,457.55 71,858.64
11020 · Agricultural Water Sales 11060 · Billing Pmt Late Fee	30,548.92 52.50
•	
Total 11000 · Revenue - Customer Accts	252,917.61
12000 · Revenue - Water Service 12010 · Turn On Fees 12025 · Interest / Investment Income 12035 · Backflow Maint Charge 12100 · Misc. Revenue	880.00 1,295.46 848.10 15.00
Total 12000 · Revenue - Water Service	3,038.56
13000 · Designated Revenue -Non Op 13005 · Filter Plant Repayment Charge 13010 · Recycle Backwash Water Charge 13015 · State Loan Repayment Charge 13025 · WIIN Act Repayment Charge	20,171.37 1,027.90 2,667.00 5,013.96
Total 13000 · Designated Revenue -Non Op	28,880.23
15000 · Revenue - Taxes 15005 · Taxes-General Property	17,917.70
Total 15000 · Revenue - Taxes	17,917.70
Total Income	302,754.10
Gross Profit	302,754.10
Expense	,
29000 · Supply Cost 29005 · Water Purchase 29010 · USBR Water Purchased	11,946.70
Total 29005 · Water Purchase	11,946.70
Total 29000 · Supply Cost	11,946.70
30000 · Water Treatment Plant	11,010.70
30100 · Utilities 30105 · WTP - PGE 8185 30110 · Pond - PGE 3611 30115 · WTP - AT&T 2316 30125 · Internet 30130 · Backwash Sludge Disposal - Pond	4,373.83 717.36 419.00 55.00 984.38
Total 30100 · Utilities	6,549.57
30150 · Safety Equipment & Training 30155 · Safety Equipment - General	10.00
Total 30150 · Safety Equipment & Training	10.00
30170 · Supplies	100.09
30200 · WTP Repair & Maintenance O&M	279.87
30400 · Water Quality Analysis 30405 · Chemicals WTP 30500 · Vehicle Maintenance & Expense	363.00 8,259.80
30505 · Fuel Expense 30525 · GM Truck Chev Colorado - Unit 9 30500 · Vehicle Maintenance & Expense - Other	2,791.25 1,168.69 560.23

Clear Creek Community Services District Profit & Loss July 2025

	Jul 25
Total 30500 · Vehicle Maintenance & Expense	4,520.17
Total 30000 · Water Treatment Plant	20,082.50
40000 · Distribution 40200 · Utilities 40205 · Cloverdale Rd N.Boost- PGE 4189 40210 · Clear Crk/HV - PGE 9574	1,657.28 200.69
Total 40200 · Utilities	1,857.97
40300 · Safety Equipment & Training 40310 · Personal Safety Equipment	41.80
Total 40300 · Safety Equipment & Training	41.80
40400 · Repair & Maintenance (O&M) 40410 · USA Underground 40430 · Inventory/Tools 40440 · Water Quality Analysis - Dist 40450 · Repair & Maintenance(O&M)-Other	1,989.65 786.74 1,156.10 31,850.33
Total 40400 · Repair & Maintenance (O&M)	35,782.82
40500 · Vehicle Maintenance & Expense 40535 · Chevy PU 2015 - Unit 10 40540 · Chevy PU 2016 - Unit 11 40545 · Bobcat /Backhoe	0.00 773.86 173.23
Total 40500 · Vehicle Maintenance & Expense	947.09
Total 40000 · Distribution	38,629.68
41000 · Wells & Booster Station 41100 · Utilities 41105 · Wells 1 & 2 - PGE 2671 41110 · Well #3 - PGE 2838 41115 · So. Booster - AT&T 2121 41120 · So. Booster - Internet	278.22 2,101.37 4.70 55.00
Total 41100 · Utilities	2,439.29
Total 41000 · Wells & Booster Station	2,439.29
50000 · Adminstration/ General 50100 · Utilities 50110 · 2 Outdoor Lights - PGE 3564 50120 · Verizon - On-call Cell Phone 50130 · Answering Service 50135 · Telephone - TDS	21.83 51.96 440.12 714.93
Total 50100 · Utilities	1,228.84
50200 · Office Supplies	610.17
50315 · Postage 50320 · Meal & Reimbursements 50400 · Insurance	312.00 136.27
50405 · JPIA - Cyber Liability 50415 · Auto, Property & Liab Insurance	773.00 17,150.57
Total 50400 · Insurance	17,923.57
50500 · Special & Professional Services 50505 · Audit Services 50510 · Director Fees 50515 · Server & Computer Maintenance 50517 · Software Subscriptions 50515 · Server & Computer Maintenance - Other	20,000.00 500.00 947.40 1,042.13

Clear Creek Community Services District Profit & Loss July 2025

	Jul 25	
Total 50515 · Server & Computer Maintenance	1,989.53	
50520 · Legal	74.47	
50525 · Engineering	-931.50	
50530 · Equipment, Maintenance & Lease	690.66	
50535 · Building & Ground MaintOffice 50536 · Waste Management	394.58	
50535 · Waste Management 50535 · Building & Ground MaintOffice - Other	341.67	
Total 50535 · Building & Ground MaintOffice	736.25	
50545 · Special & Prof Svcs - Other	135.00	
Total 50500 · Special & Professional Services	23,194.41	
F0700 - Pagulaton		
50700 · Regulatory 50705 · Water District Regulatory Fees		
50715 · Risk Management Plan	3,115.00	
50725 · LAFCO Expense	5,342.40	
Total 50705 · Water District Regulatory Fees	8,457.40	
50900 · Testing & License Fees	276.77	
Total 50700 · Regulatory	8,734.17	
51400 · Employee Benefits		
50410 · JPIÁ - Workers Comp	4,847.51	
51405 · Vision, Dental,	1,026.95	
51415 · UNUM-Disability, Life, Accident	1,174.42	
51440 · CalPERS Retirement Contribution	8,445.60	
51455 · Uniform & Service	1,739.81	
Total 51400 · Employee Benefits	17,234.29	
51600 · Retiree Benefits		
51605 · Retiree Health Benefit - Direct 51600 · Retiree Benefits - Other	7,545.59 225.00	
Total 51600 · Retiree Benefits	7,770.59	
52000 · Interest Expense		
52005 · RCAC Loan Interest (dump truck)	186.49	
Total 52000 · Interest Expense	186.49	
53000 · Customer Accounts & Billing		
53015 · Supplies		
53020 · Postage	2,865.94	
53025 · Billing Supplies & Materials	3,765.58	
Total 53015 · Supplies	6,631.52	
53016 · Meter Reading/ License	134.28	
53030 · Chargebacks, NSF, Acct Refunds	-37.10	
Total 53000 · Customer Accounts & Billing	6,728.70	
Total 50000 · Adminstration/ General	84,0	59.50
60000 · Payroll Expense -Salary & Wages	44.050.00	
60100 · Payroll Exp - Administration/GM	11,856.90	
60200 · Payroll Exp - Distribution	44,234.37	
60300 · Payroll Exp - Water Treatment 60500 · Payroll Exp - Customer Accts	33,943.16 19,181.23	
Total 60000 · Payroll Expense -Salary & Wages		15.66
	100,2	
80000 · Grants		
80010 · Backwash Pond Grant D2202015 80011 · Engineering	37,652.00	
80012 · Materials and Equipment	962,516.81	
30012 materials and Equipment	302,310.01	

Clear Creek Community Services District **Profit & Loss**

July 2025

	Jul 25	
80013 · RCAC Loan Interest - BWPGrant 80015 · Backwash Ponds Grant Reimb	4,362.94 -11,107.28	
Total 80010 · Backwash Pond Grant D2202015	993,424.47	
Total 80000 · Grants	993,42	24.47
Total Expense	1,259,79	7.80
Net Ordinary Income	-957,04	3.70
Net Income	-957,04	13.70

Clear Creek Community Services District **Profit & Loss**

August 2025

	Aug 25
Ordinary Income/Expense Income	
11000 · Revenue - Customer Accts 11005 · Base Rate Charge 11010 · Domestic Water Sales	149,618.37 51,002.52
11020 · Agricultural Water Sales 11060 · Billing Pmt Late Fee	23,806.80 -1,197.64
Total 11000 · Revenue - Customer Accts	223,230.05
12000 · Revenue - Water Service 12010 · Turn On Fees 12011 · Customer Deposit 12015 · Centerville Admin O&M 12025 · Interest / Investment Income 12035 · Backflow Maint Charge	710.00 -70.00 31,156.82 1,171.20 758.53
Total 12000 · Revenue - Water Service	33,726.55
13000 · Designated Revenue -Non Op 13005 · Filter Plant Repayment Charge 13010 · Recycle Backwash Water Charge 13015 · State Loan Repayment Charge 13025 · WIIN Act Repayment Charge	17,372.98 1,017.26 2,638.00 4,959.44
Total 13000 · Designated Revenue -Non Op	25,987.68
Total Income	282,944.28
Gross Profit	282,944.28
Expense	4,675.99 754.54 418.10 55.00
Total 30100 · Utilities	5,903.63
30170 · Supplies 30200 · WTP Repair & Maintenance O&M	-14.69 5,603.74
30400 · Water Quality Analysis 30405 · Chemicals WTP 30500 · Vehicle Maintenance & Expense 30504 · Mileage 30505 · Fuel Expense	1,714.95 3,657.00 140.21 1,290.81
Total 30500 · Vehicle Maintenance & Expense	1,431.02
Total 30000 · Water Treatment Plant	18,295.65
40000 · Distribution 40200 · Utilities 40205 · Cloverdale Rd N.Boost- PGE 4189	841.77
40210 · Clear Crk/HV - PGE 9574	98.36
Total 40200 · Utilities	940.13
40300 · Safety Equipment & Training 40310 · Personal Safety Equipment	242.73
Total 40300 · Safety Equipment & Training	242.73
40400 · Repair & Maintenance (O&M) 40415 · Meter Register/Tranponder Repl 40430 · Inventory/Tools 40440 · Water Quality Analysis - Dist	3,057.00 2,980.17 564.00

Clear Creek Community Services District Profit & Loss

August 2025

	Aug 25
40450 · Repair & Maintenance(O&M)-Other	15,369.34
Total 40400 · Repair & Maintenance (O&M)	21,970.51
40500 · Vehicle Maintenance & Expense 40550 · Ford ranger 2008 - Unit 2 40555 · Ditch Witch Vac Trailer	35.56 3,823.22
Total 40500 · Vehicle Maintenance & Expense	3,858.78
Total 40000 · Distribution	27,012.15
41000 · Wells & Booster Station 41100 · Utilities 41105 · Wells 1 & 2 - PGE 2671 41110 · Well #3 - PGE 2838 41115 · So. Booster - AT&T 2121 41120 · So. Booster - Internet	245.87 2,233.46 4.43 55.00
Total 41100 · Utilities	2,538.76
41000 · Wells & Booster Station - Other	1,071.43
Total 41000 · Wells & Booster Station	3,610.19
50000 · Adminstration/ General 50100 · Utilities 50110 · 2 Outdoor Lights - PGE 3564 50120 · Verizon - On-call Cell Phone 50130 · Answering Service 50135 · Telephone - TDS	43.66 38.83 600.39 385.27
Total 50100 · Utilities	1,068.15
50200 · Office Supplies	341.77
50305 · Subscriptions 50320 · Meal & Reimbursements 50322 · Travel & Entertainment 50500 · Special & Professional Services 50504 · Accounting Serivces (non-audit) 50505 · Audit Services 50510 · Director Fees 50515 · Server & Computer Maintenance 50516 · Municipal Software	539.00 121.86 294.80 15.00 1,430.00 450.00
50517 · Software Subscriptions	1,486.81
50515 · Server & Computer Maintenance - Other	670.88
Total 50515 · Server & Computer Maintenance	6,385.69
50520 · Legal 50530 · Equipment, Maintenance & Lease 50535 · Building & Ground MaintOffice 50536 · Waste Management 50535 · Building & Ground MaintOffice - Other	0.00 951.85 394.58 532.87
Total 50535 · Building & Ground MaintOffice	927.45
50540 · OPEB Valuation & Actuarial	1,350.00
Total 50500 · Special & Professional Services	11,509.99
50700 · Regulatory 50900 · Testing & License Fees	80.00
Total 50700 · Regulatory	80.00
51400 · Employee Benefits 51405 · Vision, Dental, 51440 · CalPERS Retirement Contribution	1,082.67 8,869.22

1:58 PM 10/10/25 Accrual Basis

Clear Creek Community Services District **Profit & Loss**

August 2025

	Aug 25
51450 · Boot Allowance 51455 · Uniform & Service	100.00 392.72
Total 51400 · Employee Benefits	10,444.61
51600 · Retiree Benefits 51605 · Retiree Health Benefit - Direct	7,545.59
Total 51600 · Retiree Benefits	7,545.59
52000 · Interest Expense 52005 · RCAC Loan Interest (dump truck)	167.54
Total 52000 · Interest Expense	167.54
53000 · Customer Accounts & Billing 53016 · Meter Reading/ License 53030 · Chargebacks, NSF, Acct Refunds	134.28 -74.20
Total 53000 · Customer Accounts & Billing	60.08
55000 · Miscellaneous	275.00
Total 50000 · Adminstration/ General	32,448.39
50319 · Training & Professional Develop 60000 · Payroll Expense -Salary & Wages 60100 · Payroll Exp - Administration/GM 60200 · Payroll Exp - Distribution 60300 · Payroll Exp - Water Treatment 60500 · Payroll Exp - Customer Accts	9,198.48 27,923.50 22,642.08 13,886.61
Total 60000 · Payroll Expense -Salary & Wages	73,650.67
80000 · Grants 80010 · Backwash Pond Grant D2202015 80011 · Engineering	21,600.85
Total 80010 · Backwash Pond Grant D2202015	21,600.85
Total 80000 · Grants	21,600.85
Total Expense	177,595.22
Net Ordinary Income	105,349.06
Net Income	105,349.06

Clear Creek Community Services District Profit & Loss

September 2025

	Sep 25
Ordinary Income/Expense Income	
11000 · Revenue - Customer Accts 11005 · Base Rate Charge 11010 · Domestic Water Sales	150,647.40 55,106.80
11020 · Agricultural Water Sales 11060 · Billing Pmt Late Fee	18,708.85 -2,138.83
Total 11000 · Revenue - Customer Accts	222,324.22
12000 · Revenue - Water Service 12010 · Turn On Fees 12015 · Centerville Admin O&M 12035 · Backflow Maint Charge 12100 · Misc. Revenue	440.00 18,022.17 397.83 6,711.13
Total 12000 · Revenue - Water Service	25,571.13
13000 · Designated Revenue -Non Op 13005 · Filter Plant Repayment Charge 13010 · Recycle Backwash Water Charge 13015 · State Loan Repayment Charge 13025 · WIIN Act Repayment Charge	20,022.60 1,019.16 2,643.00 4,968.84
Total 13000 · Designated Revenue -Non Op	28,653.60
Total Income	276,548.95
Gross Profit Expense	276,548.95
30000 · Water Treatment Plant 30100 · Utilities 30105 · WTP - PGE 8185 30110 · Pond - PGE 3611 30115 · WTP - AT&T 2316 30125 · Internet	4,248.36 671.75 421.40 110.00
Total 30100 · Utilities	5,451.51
30150 · Safety Equipment & Training 30155 · Safety Equipment - General	192.31
Total 30150 · Safety Equipment & Training	192.31
30170 · Supplies 30200 · WTP Repair & Maintenance O&M	49.59 1,994.61
30400 · Water Quality Analysis 30405 · Chemicals WTP 30500 · Vehicle Maintenance & Expense 30505 · Fuel Expense	322.20 16,248.13 2.154.10
Total 30500 · Vehicle Maintenance & Expense	2,154.10
Total 30000 · Water Treatment Plant	26,412.45
40000 · Distribution 40200 · Utilities 40210 · Clear Crk/HV - PGE 9574	96.20
Total 40200 · Utilities	96.20
40300 · Safety Equipment & Training 40310 · Personal Safety Equipment	36.98
Total 40300 · Safety Equipment & Training	36.98
40400 · Repair & Maintenance (O&M) 40430 · Inventory/Tools	816.63

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Clear Creek Community Services District **Profit & Loss**

September 2025

	Sep 25	
40440 · Water Quality Analysis - Dist 40450 · Repair & Maintenance(O&M)-Other	1,403.90 68,256.36	
Total 40400 · Repair & Maintenance (O&M)	70,	476.89
40500 · Vehicle Maintenance & Expense 40535 · Chevy PU 2015 - Unit 10	20.46	
Total 40500 · Vehicle Maintenance & Expense		20.46
Total 40000 · Distribution		70,630.53
41000 · Wells & Booster Station 41100 · Utilities 41105 · Wells 1 & 2 - PGE 2671 41110 · Well #3 - PGE 2838 41115 · So. Booster - AT&T 2121 41120 · So. Booster - Internet	1,997.80 4,903.09 4.43 110.00	
Total 41100 · Utilities	7,	015.32
Total 41000 · Wells & Booster Station		7,015.32
50000 · Adminstration/ General 50100 · Utilities 50110 · 2 Outdoor Lights - PGE 3564 50120 · Verizon - On-call Cell Phone 50130 · Answering Service 50135 · Telephone - TDS	21.66 38.85 380.79 385.27	
Total 50100 · Utilities		826.57
50200 · Office Supplies		445.11
50322 · Travel & Entertainment 50330 · Bank Service Fee/Finance Charge 50500 · Special & Professional Services 50510 · Director Fees 50515 · Server & Computer Maintenance 50517 · Software Subscriptions 50515 · Server & Computer Maintenance - Other	500.00 355.52 685.88	230.17 3.30
Total 50515 · Server & Computer Maintenance	1,041.40	
50525 · Engineering 50530 · Equipment, Maintenance & Lease 50535 · Building & Ground MaintOffice 50536 · Waste Management 50535 · Building & Ground MaintOffice - Other	1,026.50 316.93 394.58 65.00	
Total 50535 · Building & Ground MaintOffice	459.58	
Total 50500 · Special & Professional Services	3,	344.41
50700 · Regulatory 50705 · Water District Regulatory Fees 50715 · Risk Management Plan	1,200.00	
Total 50705 · Water District Regulatory Fees	1,200.00	
50900 · Testing & License Fees	50.00	
Total 50700 · Regulatory	1,	250.00
51400 · Employee Benefits 51405 · Vision, Dental, 51415 · UNUM-Disability, Life, Accident 51440 · CalPERS Retirement Contribution 51450 · Boot Allowance 51455 · Uniform & Service	1,233.93 2,348.84 9,584.01 100.00 345.58	

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Clear Creek Community Services District Profit & Loss

September 2025

Total 51400 · Employee Benefits 13,612.36 51600 · Retiree Benefits 7,770.59 Total 51600 · Retiree Benefits 7,770.59 Total 51600 · Retiree Benefits 7,770.59 51900 · License and Permits 23.00 52005 · RCAC Loan Interest (dump truck) 167.54 52000 · Interest Expense 1,260.70 Total 52000 · Interest Expense 1,428.24 53000 · Customer Accounts & Billing 53015 · Supplies 53020 · Postage 2,961.94 53025 · Billing Supplies & Materials 4,690.00 Total 53015 · Supplies 7,651.94 53016 · Meter Reading/ License 134.28 Total 53000 · Customer Accounts & Billing 7,786.22 Total 50000 · Administration/ General 38,719.97 60000 · Payroll Exp - Administration/General 38,719.97 60000 · Payroll Exp - Administration/General 14,359.44 60300 · Payroll Exp - Water Treatment 23,639.90 60500 · Payroll Exp - Water Treatment 23,639.90 60500 · Payroll Exp - Water Treatment 23,819.31 80010 · Backwash Pond Grant D2202015 30,013.07 Total		Sep 25
51605 · Retiree Health Benefit - Direct 7,770.59 Total 51600 · Retiree Benefits 7,770.59 51900 · License and Permits 23.00 52000 · Interest Expense 167.54 52000 · RCAC Loan Interest (dump truck) 167.54 52000 · Interest Expense - Other 1,260.70 Total 52000 · Interest Expense 1,428.24 53000 · Customer Accounts & Billing 33015 · Supplies 53025 · Postage 2,961.94 53025 · Supplies 7,651.94 53016 · Meter Reading/ License 134.28 Total 53000 · Customer Accounts & Billing 7,786.22 Total 50000 · Administration/ General 38,719.97 60000 · Payroll Expense - Salary & Wages 60100 · Payroll Exp - Administration/GM 14,359.44 60200 · Payroll Exp - Substribution 32,849.61 60300 · Payroll Exp - Valer Treatment 23,639.90 60500 · Payroll Exp - Water Treatment 23,639.90 60500 · Payroll Exp - Customer Accts 12,961.36 Total 60000 · Payroll Exp - Customer Accts 12,961.36 38,810.31 80010 · Backwash Pond Grant D2202015 50,313.07 50,313.07 Total 80010 · Backwash Po	Total 51400 · Employee Benefits	13,612.36
51900 · License and Permits 23.00 52000 · Interest Expense 167.54 52000 · Interest Expense - Other 1,260.70 Total 52000 · Interest Expense - Other 1,260.70 Total 52000 · Interest Expense 1,428.24 53000 · Customer Accounts & Billing 35015 · Supplies 53020 · Postage 2,961.94 53020 · Postage 2,961.94 53021 · Billing Supplies & Materials 4,690.00 Total 53015 · Supplies 7,651.94 53016 · Meter Reading/ License 134.28 Total 53000 · Customer Accounts & Billing 7,786.22 Total 50000 · Administration/ General 38,719.97 60000 · Payroll Expense · Salary & Wages 60100 · Payroll Exp · Administration/GM 14,359.44 60200 · Payroll Exp · Distribution 32,849.61 32,849.61 60300 · Payroll Exp · Water Treatment 23,639.90 60500 · Payroll Exp · Customer Accts 12,961.36 Total 60000 · Payroll Exp · Customer Accts 12,961.36 Total 60000 · Payroll Expense · Salary & Wages 83,810.31 80010 · Backwash Pond Grant D2202015 40,094.17 80011 · Engineeri		7,770.59
52000 · Interest Expense 167.54 52000 · Interest Expense - Other 1,260.70 Total 52000 · Interest Expense 1,428.24 53000 · Customer Accounts & Billing 1,428.24 53000 · Customer Accounts & Billing 2,961.94 53020 · Postage 2,961.94 53025 · Billing Supplies & Materials 4,690.00 Total 53015 · Supplies 7,651.94 53016 · Meter Reading/ License 134.28 Total 53000 · Customer Accounts & Billing 7,786.22 Total 53000 · Customer Accounts & Billing 7,786.22 Total 50000 · Payroll Expense · Salary & Wages 60100 · Payroll Exp - Administration/GM 14,359.44 60200 · Payroll Exp - Administration/GM 14,359.44 14,359.44 60200 · Payroll Exp - Distribution 32,849.61 23,639.90 60500 · Payroll Exp - Vuster Treatment 23,639.90 83,810.31 80000 · Grants 83,810.31 80000 · Grants 83,810.31 80011 · Engineering 40,094.17 40,094.17 10,218.90 Total 80010 · Backwash Pond Grant D2202015 50,313.07 50,313.07 Total Expense 276,	Total 51600 · Retiree Benefits	7,770.59
53000 · Customer Accounts & Billing 53015 · Supplies 53020 · Postage 2,961.94 53025 · Billing Supplies & Materials 4,690.00 Total 53015 · Supplies 7,651.94 53016 · Meter Reading/ License 134.28 Total 53000 · Customer Accounts & Billing 7,786.22 Total 50000 · Adminstration/ General 38,719.97 60000 · Payroll Expense · Salary & Wages 60100 · Payroll Exp - Administration/GM 14,359.44 60200 · Payroll Exp - Distribution 32,849.61 60300 · Payroll Exp · Outstomer Accts 12,961.36 Total 60000 · Payroll Exp · Customer Accts 12,961.36 Total 60000 · Payroll Expense · Salary & Wages 83,810.31 80000 · Grants 80011 · Engineering 40,094.17 80011 · Engineering 40,094.17 80013 · RCAC Loan Interest · BWPGrant 10,218.90 Total 80000 · Grants 50,313.07 Total 80000 · Grants 50,313.07 Total Expense 276,901.65 Net Ordinary Income -352.70	52000 · Interest Expense 52005 · RCAC Loan Interest (dump truck)	167.54
53015 · Supplies 2,961.94 53020 · Postage 2,961.94 53025 · Billing Supplies & Materials 4,690.00 Total 53015 · Supplies 7,651.94 53016 · Meter Reading/ License 134.28 Total 53000 · Customer Accounts & Billing 7,786.22 Total 50000 · Adminstration/ General 38,719.97 60000 · Payroll Expense · Salary & Wages 60100 · Payroll Exp - Distribution 32,849.61 60200 · Payroll Exp - Water Treatment 23,639.90 60500 · Payroll Exp - Ustomer Accts 12,961.36 Total 60000 · Payroll Expense · Salary & Wages 83,810.31 80000 · Grants 80011 · Engineering 40,094.17 80011 · Engineering 40,094.17 10,218.90 Total 80010 · Backwash Pond Grant D2202015 50,313.07 Total 80010 · Backwash Pond Grant D2202015 50,313.07 Total 80000 · Grants 50,313.07 Net Ordinary Income -352.70	Total 52000 · Interest Expense	1,428.24
53016 · Meter Reading/ License 134.28 Total 53000 · Customer Accounts & Billing 7,786.22 Total 50000 · Adminstration/ General 38,719.97 60000 · Payroll Expense - Salary & Wages 60100 · Payroll Exp - Administration/GM 14,359.44 60200 · Payroll Exp - Distribution 32,849.61 60300 · Payroll Exp - Water Treatment 23,639.90 60500 · Payroll Exp - Customer Accts 12,961.36 12,961.36 Total 60000 · Payroll Expense - Salary & Wages 83,810.31 80000 · Grants 80011 · Engineering 80011 · Engineering 80013 · RCAC Loan Interest - BWPGrant 40,094.17 10,218.90 Total 80010 · Backwash Pond Grant D2202015 50,313.07 Total 80000 · Grants 50,313.07 Total Expense 276,901.65 Net Ordinary Income -352.70	53015 · Supplies 53020 · Postage	
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5880 Oak Street, Anderson, CA 96007 Phone: (530) 357-2121 cccsd@clearcreekcsd.org

MEMO

Date: October 15, 2025

To: Board of Directors

From: General Manager – Dale Mancino

Re: 4 – Board of Directors Agenda Management Policy (Discussion/Action)

Background

The District currently does not have a formal, written policy outlining how Board members or members of the public may request items to be placed on a future Board agenda. Establishing clear procedures will improve transparency, ensure consistency, and provide clarity for staff, Directors, and the public.

The attached policy outlines:

- Procedures for Board members to submit agenda item requests.
- Procedures for Board members to call for a special meeting.
- Procedures for members of the public to request agenda items.
- Timelines for submitting requests to allow staff adequate time to prepare agenda materials.
- The process by which the General Manager reviews and places items on agendas in compliance with the Brown Act.
- Provisions for emergency or urgent items.

Recommendation

Staff recommends that the Board of Directors adopt the Clear Creek Community Services District (CCCSD) Board of Directors Agenda Management Policy along with the corresponding ordinance.

Attachments

- I. Clear Creek Community Services District Board of Directors Agenda Management Policy (Draft)
- 2. Proposed Ordinance Board of Directors Agenda Management Policy



Board of Directors Agenda Management Policy

Document Type: Board of Directors Agenda Management Policy **Administering Entity:** General Manager and the Board of Directors

Date Approved: October 15, 2025, Ordinance 2025-07

Approved By: Board of Directors

Purpose

This policy establishes the procedures by which members of the Board of Directors and members of the public may request items to be placed on the Clear Creek Community Services District Board meeting agenda. Its intent is to ensure transparency, consistency, and compliance with the Brown Act and other applicable laws while providing a fair opportunity for consideration of requested items.

Scope

This policy applies to all members of the Clear Creek Community Services District Board of Directors, District staff involved in preparing and posting agendas, and members of the public who wish to request the addition of an item to a regularly scheduled Board meeting agenda.

Procedures

1. Requests by Board Members

- Any member of the Board of Directors may request that an item be placed on a future agenda.
- Requests should be submitted to the General Manager or Board Secretary in writing (email is preferred) at least 3 days prior to the posting deadline for the meeting agenda.
- The General Manager will determine the appropriate placement of the item on the agenda.



2. Requests by Members of the Public

- Members of the public may request that an item be placed on a future agenda by submitting a written request to the General Manager or Board Secretary.
- Requests must clearly state the topic, the requested action (if any), and provide sufficient background information for Board consideration.
- To be considered, requests must be received at least 7 days prior to the posting deadline for the meeting agenda.
- The General Manager will review the request to determine if it is within the jurisdiction of the District and appropriate for Board discussion or action. The General Manager may, but is not required to, consult with the Board Chair.
- If accepted, the item will be placed on the agenda of an upcoming regular Board meeting. If not accepted, the requestor will be notified in writing with an explanation.

3. Special Meetings

A. Request by Board Members

- Any two or more members of the Board may request a special meeting in accordance with the Brown Act (Government Code §54956).
- The requesting members must submit a written request to the General Manager specifying the purpose of the special meeting and the items to be considered.

B. Agenda and Notice

- The General Manager will prepare and post the special meeting agenda at least 24 hours in advance at the District's designated public posting locations, in compliance with the Brown Act.
- Only the items listed on the posted agenda may be considered at the special meeting.

C. Limitations

- Special meetings may not be called for purposes other than those allowed under the Brown Act.
- Emergency items may be added to a special meeting agenda only if the conditions described in the "Emergency or Urgent Items" section of this policy are met.



4. Board Member Requests to Place Items on a Future Agenda

A. Request During a Meeting

- During the "Board Member Items" portion of a regular meeting, any Board member may request that a matter be placed on a future Board agenda.
- The Board may discuss the request briefly, but no action may be taken on the matter at the same meeting unless it meets the criteria for an emergency or urgent item under the Brown Act.

B. Procedure for Agenda Placement

 The General Manager will record the request and schedule the item for a future agenda.

5. Emergency or Urgent Items

In compliance with the Brown Act, items not appearing on a posted agenda may only be added under very limited circumstances. Specifically, the Board may take action on items not included on the agenda if:

- A majority of the Board determines that an emergency situation exists, as defined by Government Code §54956.5 (such as work stoppages, crippling disasters, or other activity that severely impairs public health, safety, or the ability of the District to provide services); or
- A two-thirds vote of the Board (or unanimous vote if less than two-thirds of the members are present) determines that there is a need to take immediate action and that the need for action arose after the agenda was posted; or
- The item was previously posted on the agenda but was continued from a prior meeting occurring not more than five calendar days earlier.

These provisions are intended to balance the need for flexibility in addressing urgent matters with the Brown Act's fundamental requirement that agendas be posted in advance to provide the public with adequate notice.



6. Agenda Preparation and Posting

- a. The General Manager is responsible for preparing the draft agenda and ensuring it is posted in compliance with the Brown Act (at least 72 hours before a regular meeting).
- b. All agenda item requests will be documented and retained as part of the District's administrative record.



CLEAR CREEK COMMUNITY SERVICES DISTRICT ORDINANCE 2025-07 OCTOBER 15, 2025

AN ORDINANCE BY THE CLEAR CREEK COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS ADOPTING THE BOARD OF DIRECTORS AGENDA MANAGEMENT POLICY

WHEREAS, the Clear Creek Community Services District ("District") Board of Directors ("Board") recognizes the need for a clear and consistent policy to manage the preparation, distribution, and conduct of Board meeting agendas to ensure transparency, efficiency, and compliance with applicable laws; and

WHEREAS, the Board has reviewed and considered the proposed Board of Directors Agenda Management Policy ("Policy"), which establishes guidelines for agenda development, public participation, and documentation related to Board meetings; and

WHEREAS, it is in the best interest of the District and its constituents to adopt the Agenda Management Policy to improve the effectiveness and transparency of Board meetings.

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of the Clear Creek Community Services District as follows:

Section 1. Adoption

The Board of Directors hereby adopts the Clear Creek Community Services District Board of Directors Agenda Management Policy, incorporated herein by this reference.

Section 2. Implementation

The General Manager and staff are directed to implement the Policy and ensure compliance with its provisions in all future Board meetings.

Section 3. Severability

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Effective Date

This Ordinance shall take effect immediately upon adoption.

District this 1	5th day of October 202	25 by the following vote.		
Motion:		Second:		
Ayes:	Noes:	Abstained:	Absent:	
Scott McVay, 0	Chair of the Board	And Secreta	no, General Manager ary to the Board of Dir Community Services I	

PASSED AND ADOPTED by the Board of Directors of the Clear Creek Community Services



5880 Oak Street, Anderson, CA 96007 Phone: (530) 357-2121 cccsd@clearcreekcsd.org

MEMO

Date: October 15, 2025

To: Board of Directors

From: General Manager – Dale Mancino

Re: 5 - Extra Help Employees and Fatigue Policy (Discussion/Direction)

Purpose:

This agenda item is presented for discussion and direction only. The purpose is to seek the Board's guidance on moving forward with the implementation of extra help employees for large-scale water line breaks that require extensive overtime and overnight work, in conjunction with a proposed fatigue policy. The proposed measures aim to enhance employee safety, reduce burnout, and maintain operational effectiveness during large water line emergencies.

Background:

During major water line breaks, staff are often required to work long hours and through the night. This extended workload can lead to fatigue, which poses safety risks and contributes to employee burnout. Currently, managing these situations relies heavily on existing staff, resulting in increased overtime costs, potential safety concerns, and diminished employee well-being.

Proposal:

1. Extra Help Employees

- Hire extra help employees who would be called in during large-scale water line events requiring significant overtime or overnight work.
- These employees would not receive benefits; the cost would be limited to straight pay and inclusion in our workers' compensation policy.
- This approach would reduce fatigue-related risks, improve safety, and help prevent burnout among permanent staff.

2. Fatigue Policy

- A fatigue policy has been drafted to address risks associated with extended work hours.
- o The policy is intended to be implemented alongside the use of extra help employees.
- Approval of the fatigue policy and discussion regarding its implementation will allow management to create a side letter to the existing Memorandum of Understanding (MOU) for union approval.

Recommendation:

Staff recommends discussion and direction from the Board on moving forward with submitting the fatigue policy and developing a side letter for union approval.

Attachments

Clear Creek Community Services District Fatigue Policy (Draft)



Clear Creek Community Services District Employee Fatigue Management and Break Compliance Policy

1. Purpose

The purpose of this policy is to ensure the safety, health, and well-being of all employees working in Emergency Water Special Services for Clear Creek Community Services District (CCCSD). The policy aims to promote compliance with California Labor Code requirements for rest and meal breaks, as well as to implement effective fatigue mitigation strategies, particularly during high-stress, emergency, or extended operational shifts. This policy recognizes that fatigue can compromise safety, decision-making, and operational efficiency in water service emergencies, and therefore addresses the unique challenges faced by these employees.

2. Scope

This policy applies to all Emergency Water Special Services employees of CCCSD, including those who provide water distribution, repair, and emergency response during critical situations. It covers both routine work hours and emergency situations requiring extended or unscheduled shifts, including natural disasters, water contamination events, system failures, and other unforeseen emergencies that demand immediate response.

3. Rest and Meal Break Requirements

CCCSD is committed to reducing fatigue and promoting optimal performance during emergency water services. The following measures will be implemented:

Rest Breaks:

Employees are entitled to a paid 15-minute rest break for every 4 hours worked or major fraction thereof. Rest breaks shall be taken in the middle of the work period whenever feasible.

Meal Breaks:

Employees working more than 5 hours per day are entitled to a 30-minute unpaid, uninterrupted meal break. A second 30-minute break must be provided for shifts exceeding 10 hours unless the employee voluntarily waives it (if working under 12 hours total).

Shift Length and Rotation:

Emergency situations may require extended shifts, but CCCSD will take the following actions to manage employee fatigue:

- Limit shifts to 12 hours, unless the emergency requires additional hours.
- When possible, implement shift rotation to ensure employees get adequate rest.
- For shifts over 12 hours, employees must be allowed to take a rest period of at least 10 hours before working again, unless waived by the employee in extreme circumstances.

Fatigue Awareness and Training:

Employees will receive specific training on:

- Recognizing the signs of fatigue and its impact on safety and performance.
- Understanding the importance of sleep, nutrition, and hydration during extended operations.
- Techniques for managing stress and maintaining focus during high-demand shifts.

4. Fatigue Monitoring and Support:

- Self-Reporting and Supervisor Monitoring: Employees are encouraged to report feelings of fatigue or inability to perform work safely. Supervisors are responsible for observing employee behavior, performance, and signs of fatigue (e.g., slower reaction times, irritability, impaired judgment), and they must ensure that employees are given proper rest.
- Breaks for High-Risk Activities: Employees involved in physically demanding tasks (e.g., operating machinery, working with hazardous materials, or highpressure repairs) will be given additional rest breaks as needed to prevent physical and mental exhaustion.

5. Rest and Recovery Periods:

- **Post-Emergency Recovery Time**: After an extended shift or emergency response, employees will be given sufficient time to rest and recover before returning to work. The typical recovery period will be at least 8-10 hours.
- **Minimum Time Between Shifts**: Employees will not be scheduled for a shift with less than 8 hours of rest in between, except in cases of mutual agreement for emergency response or voluntary overtime.

6. Emergency Situations and Adjustments:

During emergency water service situations, CCCSD recognizes that staffing needs may be unpredictable, and employees may be required to work outside of their regular shifts. In these cases:

 Additional Staffing: CCCSD will make every effort to deploy additional staff or temporary support to minimize the burden on individual employees and prevent burnout.

- Flexible Scheduling: Where possible, flexible scheduling will be employed to allow employees to rest without compromising emergency response effectiveness.
- Overtime and Voluntary Overtime: Overtime may be required during emergencies, but CCCSD will make every attempt to limit overtime hours and provide employees with time off to recover once the emergency is under control. Employees may volunteer for overtime, but will be encouraged to monitor their own fatigue levels.

7. Reporting and Accountability:

Employees are encouraged to report any concerns related to fatigue, unsafe work conditions, or non-compliance with this policy. Reports can be submitted confidentially to the Supervisor or General Manager. All concerns will be investigated, and corrective actions will be taken as necessary.

9. Policy Review:

This policy will be reviewed annually and updated to ensure it aligns with any changes in California Labor Code regulations, industry standards, and feedback from employees. Adjustments will also be made based on specific lessons learned from past emergency situations and shifts. This policy will be reviewed annually or upon change in applicable law. Any revisions must be approved by the Board of Directors.

Attachments: - Fatigue Risk Self-Assessment Form

APPROVAL AND ADOPTION:

This policy was reviewed, approved, and adopted by the Board of Directors on the date indicated below. It shall take effect immediately upon adoption and shall replace and supersede any previous versions or related policies. This policy shall remain in force until amended or repealed by the Board.

Signed this day of _	, 2025
Scott McVay	
Board Chair:	
Dale Mancino	
General Manager:	

Fatigue Risk Self-Assessment Form Clear Creek Community Services District (CCCSD) Emergency Water Special Services

Employee Information:
 Name: Date: Shift Start Time: Shift End Time: Supervisor Name:
Self-Assessment Questions:
Please rate the following statements based on your current physical and mental condition. Answer truthfully to help us assess your fatigue levels. This assessment should be completed at the beginning of your shift and periodically during long or emergency shifts.
1. How many hours of sleep did you get in the last 24 hours? (Choose one)
 Less than 4 hours □ 4-5 hours □ 5-6 hours □ 6-7 hours □ 7+ hours
2. How alert do you feel right now? (Scale from 1 to 5, 1 = Very tired, 5 = Fully alert)
 □ 1 □ 2 □ 3

□ 4

3. How would you rate your overall physical energy level right now? (Scale from 1 to 5, 1 = Very fatigued, 5 = Full of energy)
 □ 1 □ 2 □ 3 □ 4 □ 5
4. How would you rate your mental focus and concentration? (Scale from 1 to 5, 1 = Unable to concentrate, 5 = Highly focused)
 □ 1 □ 2 □ 3 □ 4 □ 5
5. Have you had any symptoms of fatigue such as drowsiness, irritability, or difficulty focusing? (Select all that apply)
 □ Drowsiness □ Irritability □ Trouble focusing □ Slower reaction time □ Headaches □ Muscle weakness □ None of the above
6. Are you feeling any physical discomfort (e.g., sore muscles, dizziness, etc.) (Select one)
 □ Yes □ No □ If yes, please describe:

• □ 5

7. Have you been on-call or working in a state of heightened alert for an extended period of time (i.e., no regular breaks or rest)? (Select one)
 □ Yes □ No □ If yes, for how long?
8. Have you taken any rest or meal breaks during your shift? (Select one)
 □ Yes □ No □ If no, please indicate reason:
9. Are you able to perform your job duties safely and effectively at this time? (Select one)
 Yes No Not sure
Supervisor Assessment (For Supervisors Only)
1. Have you noticed any signs of fatigue or reduced performance in this employee during the shift? (Select one)
 Yes □ No □ If yes, describe the symptoms:
2. Is there a need for additional breaks, a shift rotation, or other accommodations to reduce fatigue risk for this employee? (Select one)
 □ Yes □ No □ If yes, specify the accommodations:

3. Does the employee need to be relieved from duty or take a break for safety reasons? (Select one)
 Yes No
Employee Declaration:
I hereby declare that the information I have provided in this Fatigue Risk Self-Assessment Form is true to the best of my knowledge. I acknowledge that if I feel unsafe to perform my job duties due to fatigue, I will notify my supervisor and take necessary precautions to protect myself and others.
Employee Signature: Date:
Supervisor Approval:
Supervisor Signature: Date:
Follow-Up Actions (if needed):
 □ Employee to take a rest break □ Employee to rotate out of duty or relieved from shift □ Additional staffing required □ Adjusted work hours for the employee



5880 Oak Street, Anderson, CA 96007 Phone: (530) 357-2121 cccsd@clearcreekcsd.org

MEMO

Date: October 15, 2025 **To:** Board of Directors

From: General Manager – Dale Mancino

Re: 6 – Applications & Interviews for Prop 218 Advisory Committee (Discussion/Action)

Discussion/Action:

Background:

As part of the upcoming Proposition 218 Water Rate Study, Clear Creek CSD is forming a Community Advisory Committee to provide input, represent ratepayer perspectives, and assist in reviewing key elements of the proposed rate structure. The committee will serve in an advisory capacity, offering feedback throughout the study process to help ensure transparency, community engagement, and alignment with district goals.

Applications to serve on the committee have been made available both online and at the District office. Community members who expressed interest and submitted an application have been invited to attend the October 15, 2025 Board Meeting for an opportunity to speak with the Board and participate in an informal interview.

Discussion:

During the meeting, each applicant will be asked to introduce themselves, share their background, and explain their interest in serving on the Advisory Committee. This informal interview will allow the Board to better understand each applicant's perspective and how they might contribute to the committee's work.

Following the interviews, the Board may choose to deliberate and appoint members to the Proposition 218 Advisory Committee. The committee will begin meeting shortly thereafter to support the rate study process.

Recommendation:

It is recommended that the Board:

- 1. Conduct informal interviews with each applicant for the Proposition 218 Advisory Committee.
- 2. Appoint selected members to serve on the committee.

Join the Clear Creek CSD Community Advisory Committee

Clear Creek Community Services District (CSD) is beginning the Proposition 218 Rate Study to evaluate water rates for the future needs of our District.

★ We are inviting community members to participate in a Community Advisory Committee that will:

- Review information presented during the Prop 218 study
- Provide feedback and suggestions on possible water rate adjustments
- Help ensure the study reflects the needs and concerns of the community

Your voice matters — this is your opportunity to be directly involved in shaping decisions that affect every water customer in Clear Creek CSD.

What's Involved?

- Committee members will meet periodically during the Prop 218 study process
- Review materials and share input with the District
- Work together to recommend fair and sustainable solutions

L Interested in Serving?

Please complete the form below and return it to the Clear Creek CSD office:

•	Office Address:	5880	Oak	Street,	Anderson,	California
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Email: cccsd@clearcreekcsd.org

Phone: (530) 357-2121

▶ Community Advisory Committee – Interest Form

Name: Chad Krick
Address: 7018 Happy Valley Rd, Anderson CA 96007
Phone:
Email:
Signature:
Date: 9/2/2025

- Help shape the future of Clear Creek CSD Be part of the solution!
- Together, we can build a stronger, sustainable community.

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What's Involved?

- Committee members will meet periodically during the Prop 218 study process
- Review materials and share input with the District
- Work together to recommend fair and sustainable solutions

Interested in Serving?

Please complete the form below and return it to the Clear Creek CSD office:

- Office Address: 5880 Oak Street, Anderson, California
- Email (optional): cccsd@clearcreekcsd.org
- **Phone (for questions):** (530) 357-2121

*	Community	Advisory	Committee -	- Interest	Form
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Address:

Phone: Email:

Signatur

Date:

- → Help shape the future of Clear Creek CSD Be part of the solution! →
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- Committee members will meet periodically during the Prop 218 study process
- Review materials and share input with the District
- Work together to recommend fair and sustainable solutions

Interested in Serving?

Please complete the form below and return it to the Clear Creek CSD office:

Office Address: 5880 Oak Street, Anderson, California

Email: cccsd@clearcreekcsd.org

Phone: (530) 357-2121

😭 Community Advisory Committee – Interest Form

Name: Denny Possehn
Address: 17395 coyote Ln., Anderson
Phone:
Email:

Signature: Ver Problem Date: 9-4-2225

Help shape the future of Clear Creek CSD – Be part of the solution!

Together, we can build a stronger, sustainable community.



5880 Oak Street, Anderson, CA 96007 Phone: (530) 357-2121 cccsd@clearcreekcsd.org

MEMO

Date: October 15, 2025

To: Board of Directors

From: General Manager – Dale Mancino

Re: 7 - General Administrative Policy: Clarification of Community Member

Application Process (Discussion/Action)

Background

At the direction of the Board, the General Administrative Policy has been updated to clarify the criteria and process for community members serving on Standing Committees. Additionally, the Personnel Committee and its responsibilities have been added as a Standing Committee.

Summary of Updates:

- Community members must reside within District boundaries and be able to regularly attend scheduled committee meetings.
- Applicants, including existing committee members seeking reappointment, will be invited to the next regular Board meeting for an interview regarding their qualifications related to the committee applied for.
- The Personnel Committee, along with its specific responsibilities, has been formally added to the list of Standing Committees.
- No other changes have been made to the policy.

Recommendation:

The Board is requested to review and approve the updated General Administrative Policy reflecting these clarifications and additions.

Attachments:

Updated Draft General Administrative Policy



GENERAL ADMINISTRATIVE POLICY

Document Type: District General Administrative Policy

Administering Entity: Board of Directors and General Manager

Date Approved: October 15, 2025

Prior Amendment Date: February 2024

Approved By: Dale Mancino - General Manager, The Board of Directors

Indicative Time for Review: Biennial

Responsibility for Review: Board of Directors and General Manager,

ORGANIZATIONAL STRUCTURE

Board of Directors

Clear Creek Community Services District, hereinafter referred to as "CCCSD," is governed by a five-member Board of Directors, hereinafter referred to as "The Board." The Board is responsible for the oversight of the organization through the following functions:

- 1. Planning for the future and setting CCCSD goals
- 2. Establishing policies and procedures
- 3. Setting the budget
- 4. Identifying and proactively addressing emerging issues
- 5. Establishing and maintaining programs and systems to ensure compliance with contract and grant terms
- 6. Engaging with government officials on issues affecting CCCSD
- 7. Appointing a representative to ACWA/JPIA
- 8. Voting for the LAFCO Special District Representative
- 9. Appointing an EAGSA representative

The Board does not perform administrative duties; these responsibilities fall to the General Manager. The Board acts by enacting ordinances, adopting resolutions, and passing motions with the affirmative vote of at least three (3) Directors.

The Board is responsible for hiring the General Manager, providing an Employment Agreement, and conducting an annual evaluation. The General Manager is charged with the oversight and management of CCCSD and may be assigned specific authorities and duties by the Board.

Each Director must receive training every two years in the following:

- a) Brown Act
- b) Ethics
- c) Sexual Harassment

Each Director must file the Statement of Economic Interests (Form 700) as follows:

- Annually (due no later than April 1st of each year)
- Assuming Office Statement
- Leaving Office Statement

Board Meetings

The Board of Directors shall hold regularly scheduled meetings on the third Wednesday of each month at 6:00 p.m. This regular meeting schedule may be modified only by an Ordinance of the Board. Both regular and special meetings will be conducted in compliance with the Brown Act.

- Typed meeting minutes will serve as action minutes, documenting those present, matters discussed, motions made, and votes taken.
- Meetings will be audio recorded, and the recordings shall be retained for seven (7) years.

COMMITTEE STRUCTURE

Standing Committees

The Board of Directors shall form Standing Committees in order to assist the Board in fulfilling its responsibilities. These committees shall be composed of two Directors and up to three Community Members and shall review issues for the purpose of making recommendations to the full Board. Officers of the Board may fill vacancies on a Standing Committee until the Committee vacancy is filled. Standing committees of CCCSD consist of the following:

- 1. Agricultural Committee
- 2. Financial Committee
- 3. Planning and Steering Committee
- 4. Personnel Committee

Every January the Board will call for applications from the Community for committee membership. Community members must reside within the District boundaries and must be able to regularly attend scheduled committee meetings in order to be eligible to serve on a committee. Applicants will be invited to the following Regular Board Meeting to be interviewed regarding their qualifications as they pertain to the committee to which they applied. The Board shall select up to three community members to serve for a term of one (1) year on each of the Standing

Committees. Existing community committee members must reapply each January in order to be considered for reappointment to their committee position.

Committee Responsibilities

- 1. The Board's standing Agricultural Committee shall be concerned with promoting and preserving agricultural customers and assisting them with regulatory compliance, such as Annual Crop Reports. The Agricultural Committee shall meet a minimum of twice a year.
- The Board's standing Financial Committee shall be concerned with the financial management of the CCCSD, including the preparation and oversight of an annual budget, and the Rates and Fee Schedule, quarterly General Ledger review and oversight of reserve accounts, review of the annual audit, major expenditures and customer water rates. The Financial Committee shall meet a minimum of once a quarter.
- 3. The Board's Standing Planning and Steering Committee shall be concerned with the formulation and oversight of plans, future capital planning and policies and updating and reviewing policies for arranging, realizing, and/or achieving CCCSD daily operations and goals. The Planning and Steering Committee shall meet a minimum of once a quarter.
- 4. The Board's Standing Personnel Committee shall be concerned with oversight of CCCSD personnel-related policies and practices, including reviewing employment policies, compensation structures, staffing strategies, and organizational planning in alignment with collective bargaining agreements and applicable labor laws. The Committee may participate in labor negotiations if designated by the Board and shall support the evaluation process for the General Manager. The Personnel Committee shall meet a minimum of once a quarter.

Ad Hoc Committees

In compliance with the Brown Act, the Board may appoint an Ad Hoc Committee when deemed necessary. An Ad Hoc Committee is established for a limited purpose and duration or assigned a specific task. When the work of the Ad Hoc Committee is completed, the committee is dissolved.

The creation of an Ad Hoc Committee will be placed on the Board's regular meeting agenda for discussion and action. Appointment of members to the Ad Hoc Committee will be made by the Board Chair, subject to Board confirmation.

Examples of Ad Hoc Committees include:

- Recruitment of a new General Manager or resolution of a personnel issue
- MOU (Memorandum of Understanding) negotiations

- Planning or dedicating a new facility
- Addressing a specific legislative or regulatory issue

Roles of the General Manager and Staff

The Board hires the General Manager and maintains direct oversight of their performance. The General Manager reports directly to the Board of Directors and provides updates on all relevant matters during the monthly Board meetings through the General Manager's Report.

The General Manager is responsible for hiring and evaluating the employees who supervise the District's three departments: Administration, Distribution, and Treatment.

The Water Treatment Chief Plant Operator (Supervisor of the Treatment Department) and the Distribution Supervisor (Supervisor of the Distribution Department) oversee the employees within their respective departments. These Department Supervisors are responsible for hiring, in coordination with the General Manager, the employees within their departments. They are also responsible for conducting performance evaluations of department staff and report directly to the General Manager.

In addition, Department Supervisors are responsible for preparing budget requests and tracking expenditures for their departments.

The General Manager directly supervises and manages the employees within the Administration Department.

Ethics and Whistleblower

Refer to the current Ethics policy on file.

ACCOUNTS PAYABLE MANAGEMENT

Overview

CCCSD strives to maintain efficient business practices and strong cost control. It is the policy of the District that the employee responsible for recording assets or expenses, along with the related liabilities, must be independent of those responsible for ordering and receiving goods or services.

All amounts recorded are based on the original vendor invoice. Each vendor invoice should be supported by an approved purchase order, when applicable, and must be approved by the Department Supervisor overseeing the purchase.

Invoices and corresponding general ledger account numbers are reviewed by both the Bookkeeper and the General Manager prior to being posted to the Accounts Payable system.

The primary objective for accounts payable and cash disbursements is to ensure that:

- 1. Disbursements are properly reviewed and approved
- 2. Invoices are processed in a timely manner to take advantage of any cash discounts
- 3. Manage vendor credit terms and operating cash for maximum benefits

Recording Accounts Payable

All payables, properly supported by the required documentation, shall be recorded in a timely manner.

Payables are processed on a semi-monthly basis. Information is entered into the system directly from approved invoices, with all necessary supporting documentation attached. Only original invoices will be processed for payment, unless duplicate copies have been verified as unpaid through a review of vendor records. Vendor statements shall not be used for processing payments.

Timely Receipt/Approval/Payment

All vendor invoices that are received, approved, and supported by adequate documentation by the 5th of the month shall be paid by the 10th of that month. Invoices received, approved, and properly documented by the 20th of the month shall be paid by the 25th of that month.

With the exception of payroll-related expenses, all other invoices shall not be processed until the 10th of the following month. These timelines support the timely preparation of monthly financial statements by the 10th of the following month for presentation at the regular Board meeting.

Approval by Department Supervisors indicates their acknowledgment of satisfactory receipt of the goods and/or services, agreement with the contents of the invoice and the assigned general ledger coding, and authorization for full payment. Invoices must be initialed by the approving party.

Vendor Discounts

To the extent practical, it is the policy of CCCSD to take advantage of all prompt payment discounts offered by vendors. When such discounts are available and all required documentation is in place, payments will be scheduled to ensure full utilization of these discounts.

Expense Reimbursement/Travel and Entertainment

Refer to the current Employee Travel Guidelines and Reimbursement Policy on file and the CCCSD Directors Compensation and Expense Reimbursement Policy on file.

CASH DISBURSEMENTS

Payment Preparation

Vendor checks and expense reimbursement checks shall be prepared on a semi-monthly basis. Checks shall be prepared by the Bookkeeper or Administrative Assistant and approved by the General Manager or the Department Supervisors. The entire payable package shall be reviewed and approved by a Board Director, and checks shall be signed by two (2) authorized check signers.

All vendor and expense reimbursement checks shall be produced in accordance with the following guidelines:

- 1. Expenditures must be supported in conformity with the applicable sections described in this policy.
- 2. Timing of disbursements shall be scheduled to take advantage of all discounts offered by vendors.
- 3. Generally, all vendors shall be paid within thirty (30) days of submitting a proper invoice upon delivery of goods or services.
- 4. Total cash requirements associated with each accounts payable run shall be monitored in conjunction with available cash in the general bank account prior to releasing any checks.
- 5. Supporting documentation shall be attached to the invoice and corresponding check to allow the authorized check signer final approval and signature.
- Checks shall be used in numerical order. Unused checks shall be secured in a locked office. Voided checks shall be marked through with red ink and kept with monthly payable information for auditor review.
- 7. Checks shall never be made payable to "bearer" or "cash."
- 8. Checks shall never be signed prior to proper preparation.
- 9. Upon preparation of checks, vendor invoices and supporting documentation shall be stamped and filed to prevent duplicate payment.
- 10. All Electronic Funds Transfers (EFTs) must be approved prior to processing the payment.

Check Signing

All checks, regardless of amount, shall require two signatures from authorized signers. Checks shall never be signed prior to complete preparation (no signing of blank checks).

Ideally, an individual other than the one who approved the transaction for payment shall sign each check. In all cases, a Board Director shall review and approve all disbursements.

Check signers shall examine all original documentation to ensure each item has been properly reviewed prior to signing. Checks should not be signed if supporting documentation is missing or if there are any questions regarding the disbursement.

Mailing Checks

After checks are signed, they should be returned to the individual who prepared them, who will then mail the checks immediately. Individuals who authorized the expenditures shall not be responsible for mailing the checks.

Voided Checks and Stop Payments

Checks may be voided due to processing errors by making appropriate notations in the check register and defacing the check by clearly marking it "VOID" in red ink. All voided checks shall be retained to assist in bank reconciliation and be available for auditor review upon request.

Stop payment orders may be issued for checks lost in the mail or for other valid reasons. Stop payments are processed online or by telephone instruction, accompanied by written authorization to the bank from accounting personnel authorized for this purpose. A journal entry shall be made to record the stop payment and any related bank fees.

Petty Cash

It is the District's policy to maintain a petty cash and cash-on-hand fund for valid transactions, with periodic replenishment up to an authorized balance of \$650. Of this amount, \$250 will be maintained as cash on hand in the cash drawer, and the remaining \$400 will be allocated to the petty cash fund. The Administrative Assistant or Bookkeeper is responsible for ensuring that the petty cash fund is kept secure at all times.

All disbursements from the petty cash fund must be accompanied by a completed and approved petty cash voucher. Receipts are required for all petty cash disbursements.

A separate General Ledger account number shall be maintained for petty cash. Petty cash balances should be reconciled at the end of each month, with the physical cash counted to ensure it matches the General Ledger balance.

Record Keeping Associated with Independent Contractors

CCCSD shall obtain a completed Form W-9 or equivalent substitute documentation from all vendors receiving payments. A record shall be maintained of all vendors for whom a Form 1099 is required to be issued at year-end. Payments to these vendors shall be accrued throughout the calendar year.

PAYROLL AND RELATED POLICIES

Classification of Workers as Independent Contractors or Employees

An independent contractor is in business for themselves and is not an employee of the District. They control how they perform their work and operate under limited oversight. Independent contractors set their own schedules and hours, typically use their own tools and equipment, and may work for more than one (1) company at a time.

If an individual qualifies as an independent contractor, they will be issued a Form 1099 if the total compensation paid to them during the calendar year, on a cash basis, is \$600 or more. The amount reported on the Form 1099 reflects the compensation paid during the calendar year, excluding reimbursements for business expenses that have been properly documented with receipts and business explanations provided by the contractor.

Payroll Administration

CCCSD produces a bi-weekly payroll. All employees shall have an established personnel file that is maintained with current documentation as outlined throughout this section. The District pays employees bi-weekly in accordance with the provisions described in the MOU.

The following forms, documents, and information shall be obtained and included in the personnel files for all new employees:

- 1. Employment application and resume
- 2. Signed Offer of Employment
- 3. Signed Job Description
- 4. Signed Acknowledgment of MOU/Employee Handbook
- 5. W-4 Federal Withholding Certificate
- 6. State Withholding Certificate
- 7. I-9 Employment Eligibility Verification (copy of verifying documents)
- 8. Signed Benefit Enrollment Application
- 9. Signed Union Dues Enrollment/Waiver
- 10. Signed Acknowledgment of Social Security Windfall Elimination Provisions
- 11. Authorization for voluntary withholdings, direct deposit, etc.
- 12. Employee Evaluations
- 13. Disciplinary Actions Documents
- 14. Training Records and Training Certificates

Documentation of all changes in payroll status shall be maintained both in each employee's personnel file and in the payroll software system.

Changes In Payroll Data

All changes in payroll data shall be authorized in writing prior to implementation, including but not limited to:

- 1. New hires
- 2. Terminations
- 3. Changes in compensation
- 4. Voluntary payroll deductions
- 5. Changes in income tax withholding status

6. Court-ordered payroll deductions

The appropriate Department Supervisor shall authorize new hires, terminations, and changes in compensation. These changes must also be approved in writing by the General Manager before implementation and will be reported in the General Manager Memo.

Voluntary payroll deductions and changes in income tax withholding status shall be authorized in writing by the individual employee.

Payroll Taxes

It is the responsibility of the Bookkeeper/Accountant or Administrative Assistant who processes payroll to ensure that all required tax forms are properly completed and submitted, and that all required taxes are withheld and paid within the mandated timelines. Each employee shall submit a new W-4 form annually in January. Federal income tax withholding shall be based on the most current W-4 submitted by each employee.

Preparation of Timecards

Each employee must approve their timecards no later than 9:00 a.m. the morning following the end of the pay period. Timecards shall be prepared in accordance with the following guidelines:

- 1. Timecards must accurately reflect all hours worked and compensated hours during the pay period. The pay period runs from Friday through Thursday, covering two (2) weeks, and is generally expected to total approximately 80 hours.
- 2. Timecards must be approved by both the employee and the Department Supervisor.
- 3. The Administrative Assistant will review timecards for accuracy and confirmation of recorded hours.
- 4. Timecards requiring corrections will be returned to the Department Supervisor for review and discussion with the employee.
- 5. Any changes made to timecards after submission must be initialed by both the Department Supervisor and the employee.
- 6. Payroll preparers correcting errors shall make changes using ink by crossing out the incorrect entries and writing the new entries clearly.
- 7. Department or job number coding must be used to identify all hours worked.
- 8. Compensated absences, such as vacation, holidays, and sick leave, should be clearly identified as such on the timecard.

Employees who are on leave or ill on the day timecards are due may submit their hours by phone or email to the Department Supervisor or designated alternate.

Tampering with, altering, falsifying timecards, or willfully violating any timesheet policy or procedure may result in disciplinary action.

Payroll Distribution

Per the MOU the Payroll Checks will be distributed by the Thursday following the end of the pay period.

In 2023 CCCSD implemented direct deposit and strongly encourage the employees to use it, due to the efficiencies created.

SPECIFIC ASSET AND LIABILITY ACCOUNTS

Cash Accounts

General Checking Account:

The primary operating account is used for routine business cash disbursements, including payroll. All cash payments received at the office or by mail are deposited into this account. Any excess funds in the account shall be managed in accordance with the CCCSD Investment Policy on file.

Cash transfers from this account are made on an "as needed" basis to cover disbursements, capital expenditures, or payments on assessment district debt.

Bank Accounts Reconciliation

Bank account statements are received by the 10th of each month for the preceding month. Accounts shall be reconciled by the 25th of the month. Any unusual or unexplained items must be promptly investigated and, if necessary, reported to the General Manager and the Financial Committee.

Bank reconciliations, including any adjusting journal entries resulting from the reconciliation process, are reviewed annually by two Directors.

Additionally, bank account reconciliations should be performed and reviewed by an individual other than the employee responsible for entering invoices and processing checks. This separation of duties applies to payroll processing as well.

Stale Checks

The District will write off uncashed checks in the amount of \$500 or less if they have not cleared the bank after six months. Uncashed checks exceeding \$500 and older than six months will be investigated by contacting the payee to determine the appropriate course of action.

All stale checks written off within the same fiscal year in which they were issued will be credited back to the original expense account charged. Checks written off in a fiscal year subsequent to the year of issuance will be credited to the miscellaneous income account.

DISTRICT EQUIPMENT AND FACILITIES

To minimize the District's liability for non-work-related injuries and accidents, and to protect the public's investment in District property, the following policy is established:

- 1. The use of District equipment and materials is authorized exclusively for paid, work-related activities.
- 2. District facilities may not be used by employees for unauthorized activities without prior approval from the General Manager.
- 3. Any violations of this policy must be promptly reported to the General Manager.

RECORD RETENTION

CCCSD retains records in accordance with legal requirements and will destroy them according to the following Records Retention Schedule. The destruction of records must be approved by the General Manager or the Finance Committee and documented in the "Purged Records Log."

The CCCSD record retention policy is based on retention periods expressed in years. An asterisk (*) indicates records that must be kept permanently. Any records not specifically addressed in this policy shall be retained for a minimum of two (2) years.

CCCSD RECORDS RETENTION SCHEDULE

<u>TITLE</u>	RETENTION PERIOD IN YEARS
Accident Reports/Claims (Settled)	7
Accounts Payable Ledgers/Schedules	7
Accounts Receivable/Schedules	7
Audit Reports	*
Bank Reconciliations	3
Bank Statements	3
Board of Directors Records	5
Chart of Accounts	*
Cancelled Checks	7
Contracts, Mortgages, Notes and Leases:	
Expired	7
Current	*
Correspondence:	
General	2
Legal and important matters only	*
Routine with customers and/or vendors	2
Deeds, Mortgages and Bills of Sale	*

Depreciation Schedules	*
Duplicate Deposit Slips	3
Employment application	3
Expense Analyses/Expense Distribution Schedule	7
Financial Statements:	
Year End	*
Other	7
Garnishments	7
General Ledgers/Year End Trial Balance	*
Insurance Policies (Expired)	*
Insurance Records (Policies, Claims etc.)	*
Internal Audit Reports	3
Internal Reports	3
Inventories of products, materials, supplies	7
Invoices (To Customers/From Vendors)	7
Journals	*
Minutes, Bylaws and Charters	*
Recorded Meeting Minutes	7
Notes Receivable Ledgers and Schedules	7
Payroll Records and Summaries	7
Personnel Records (Terminated)	7
Petty Cash Vouchers	3
Physical Inventory Tag	3
Property Records	*

CCCSD RECORDS RETENTION SCHEDULE CONTINUED

<u>TITLE</u>	RETENTION PERIOD IN YEARS
Purchase Orders:	
	7
District Copies	7
Other	2
Receiving Sheets	2
Retirement and Pension Records	*
Requisitions	2
Sales Records	7
Subsidiary Ledgers	7
Tax Returns and Worksheets, Examination Records and other	*
Documentations related to determinations of Income Tax Liability	*
Timecards	*
Training Manuals	7
Vehicle Mileage and Maintenance Records	3
Withholding Tax Statements	

POLICIES

All policies for CCCSD will be compiled into one document with an index. Currently CCCSD has the following policies:

- Board of Directors Compensation and Expense Reimbursement Policy and Required Ethics Training
- Delinquencies and Water Service Disconnect
- District Vehicle
- Drought Planning and Water Shortage
- Employee Travel Guidelines and Reimbursement
- Ethics
- Fraud Prevention
- General Administration
- General Manager's Reimbursement Policy
- Investment of District Funds
- Procurement, Competitive Bidding and Emergency Contracting
- Reserve Fund
- Surplus Property Disposal
- Tools and Equipment Inventory Control
- Trespassers on CCCSD Property
- Water Theft
- Will Serve Letter



5880 Oak Street, Anderson, CA 96007 Phone: (530) 357-2121 cccsd@clearcreekcsd.org

MEMO

Date: October 15, 2025

To: Board of Directors

From: General Manager – Dale Mancino

Re: 8 - Update to Rules and Regulations for Water Service - Article IV, Section

4.h.i. (Discussion/Action)

Background

The Rules and Regulations for Water Service provide the framework for customer billing and service disconnection procedures. To ensure consistency and clear communication with customers regarding delinquent accounts, a minor update has been made to Article IV, Section 4.h.i.

Summary of Update:

- Article IV, Section 4.h.i. has been revised to clarify that the District will issue a delinquency notice at least 10 days prior to service termination for non-payment.
- This update formally documents the District's practice and ensures customers are provided with adequate notice before water service is shut off.
- No other sections of the policy were changed.

Recommendation

Staff recommends that the Board of Directors adopt the revised Article IV, Section 4.h.i. of the Rules and Regulations.

Attachments:

• Revised Article IV, Section 4.h.i. – Rules and Regulations for Water Service



RULES AND REGULATIONS FOR WATER SERVICE POLICY

Document Type: District Rules and Regulations for Water Service

Administering Entity: Board of Directors and General Manager

Date Approved: October 15, 2025

Prior Amendment Date: May 21, 2025, Revision XIII

Approved By: Dale Mancino, General Manager, Board of Directors

Indicative Time for Review: Every Five (5) Years

Responsibility for Review: Board of Directors and General Manager

ARTICLE 1

1.1 GENERAL

Unless otherwise approved by the Clear Creek Community Service District (CCCSD) Board of Directors (BOD), all water services shall be made in accordance with these Rules and Regulations for Water Service. Any and all previous Rules and Regulations for Water Service and practices in conflict with These Rules and Regulations are hereby rescinded.

ARTICLE II

2.1 CCCSD STRUCTURE AND AUTHORITY

a. The Board of Directors is the Governing Body of the district. All changes, modifications or amendments of these Rules and Regulations shall emanate from that body.

- b. The General Manager (GM) of the district shall be responsible for all operations of the district, subject to and under the direction of the Board of Directors. Any complaints shall be made directly to the GM for resolution. Complaints not resolved by the GM may be forwarded to the Board of Directors, if necessary. All decisions by the Board of Directors are final.
- c. The Board of Directors delegates to the GM the authority and duty to enforce and uphold the provisions of these Rules and Regulations, to make determinations, as necessary in circumstances which may not be provided for herein.

ARTICLE III

3.1 SUBDIVISIONS AND MISCELLANEOUS LINE EXTENSIONS

- a. Any land within or out of the district's jurisdictional boundary in one ownership, divided or contemplated to be divided, whether immediate or future shall be considered as a subdivision or subdivided lands, hereinafter call a subdivision.
- b. Developers of subdivisions entirely within the district's jurisdictional boundary shall request a conditional will serve letter from the district prior to submitting plans to the county and will receive a copy of the district's construction standards. Once plans are approved by the county the developer shall present to the district three (3) sets of plans for the proposed pipelines, along with lot engineering and inspection fees as determined by the Board of Directors and adjusted from time to time. If construction plans are approved, one set will be returned to the developer bearing the signature of the GM.
- c. Developers of subdivisions outside the district's jurisdictional boundary shall request that the district act as lead agency on behalf of the developer to the LAFCO to request inclusion of property into the district's boundary prior to submission of any development plans. The developer is responsible for all fees associated with the annexation process.
- d. Construction must begin within 180 days after approval of the plans and specifications. In the event of a delay beyond 180 days the developer must request an extension of the will serve letter, prior to expiration, in accordance with Article III, 3.01, b.
- e. All water mains and service lines within subdivisions required to provide water service to such lands, or the lots within a subdivision, shall be installed at the expense of the owner and/or developer and such lines, with all necessary

rights-of-way or easements, and three (3) sets of as-built drawings acceptable to the district, shall be conveyed to the district prior to delivery of any water.

- f. All water main extensions to any subdivision or individual parcel shall be installed only by a licensed contractor or the district. Upon completion and acceptance by the district, it shall become the property of the district. Contractors shall provide proof of liability insurance in the aggregate of \$3,000,000 and provide bonding or cash deposit as required, including a maintenance warranty for a period of one year from the time of acceptance. At the end of the one-year warranty period, the owner and/or developer must submit to the Board of Directors, in writing, a letter of dedication of the facilities to the district. The item will be discussed, and a decision of acceptance shall be made during a regularly scheduled public meeting of the district.
- g. All such water mains shall be of the size, gauge, and quality as specified by the district and shall be installed in accordance with the requirements of the district and shall meet or exceed standards set forth by AWWA.
- h. The water main size shall be determined by the district, and in no event will be smaller than six inches in diameter, a size adequate to provide fire protection.
- i. All service lines shall be marked for identification with the letter "W" when curbs and gutters are installed.
- j. In the event the installation of water main, service lines or other facilities operation and maintenance must be conveyed to the district with year-round access.
- k. Developers requesting any other services be provided or administered by the district such as wastewater management, parks and recreation, street lighting, etc. for a development must apply in writing to the Board of Directors stating the services requested and the proposed funding for those services. These requests will be considered on a case-by-case basis.

ARTICLE IV

4.1 WATER METERS

- a Application for service: All new customers shall apply for service by filling out a customer application, supplied by the district, and make required deposits for said service. Not more than one parcel shall be served by one meter. All water meters will be located only in an easement on the parcel that it will serve.
- b. For properties that have Additional Dwelling Units (ADU) and only one (1) meter serving all dwellings, the District requires that the Monthly Base Rate be paid for each dwelling on the premises. A separate line with the installation of a District approved shut-off valve to the additional units will be required so that it can be locked by the district when the owner so states that the ADU is no longer in use and requests that their bill be reduced to one (1) Monthly Base Rate.
- Application for meter installation: Request for service on a parcel inside the district's jurisdictional boundary must be paid for before the district will install a meter. All costs associated with the installation of a water meter such as parts, labor, water main extension and capacity charge will be at the expense of the owner/developer.
- d. Service Deposits-Owners: Excepting political subdivisions, or agencies of state or federal government, all customers shall be required to furnish a deposit to guarantee payment of obligation to the district. The district will maintain the deposit for a minimum of two years. At the customer's request, the deposit may be credited to the account provided the account is in good standing and has not had a delinquency in the two-year period.
- e. Service Deposits-Renters/Lessee: Renters or lessees will be required to furnish a deposit to guarantee payment of obligation to the district. The district shall retain deposits until renter or lessee vacates, at which point the deposit will be credited to closing bill. Any excess funds shall be refunded directly to the renter or lessee.
 - i. At the discretion of the general manager, a water user who has proved to be a poor credit risk may be required to deposit a minimum of \$200 or more in addition to his/her water deposit to guarantee payment of bills.
 - i. Turn on Charge: Whenever an owner, renter or lessee signs up for water service, in addition to the water service deposit, a one- time

turn on charge shall apply and is non-refundable. If that same customer moves within the district, the turn on charge for the new service shall be waived.

Reconnection Fee: If service is discontinued for non-payment of account, the district requires payment of a reconnection fee, in addition to payment of entire balance before service will be restored. If the district's lock on the meter has been tampered with and/or broken requiring the district to remove the meter, the customer will then be required to pay for the lock and removing and reinstalling the meter in addition to the reconnection fee.

Once the district dispatches a service person to disconnect service due to delinquency, if the customer attempts to make arrangements to pay the past due bill, a 24-hour grace period will be granted and penalty equal to the amount of the reconnection fee will be added to the account. If the past due amount is not paid within the 24-hour grace period, the service will be disconnected without further notice. In order to restore service, the account must be paid in full including the past and current amount due, plus penalty and reconnection charges. The penalty charge is to offset the additional labor cost of dispatching personnel.

f. Meter Installations: Upon payment of all installation, parts and labor and capacity charges the appropriately sized meter will be installed in the easement of the property line and shall become property of the district. The district will be responsible to maintain the meter in good working order in perpetuity. The following is a general guideline to maximum meter sizing.

Meter Size	<u>Parcel Size</u>
5/8" to 1"	under two acres
1" to 1 ½ "	two plus to five acres
1½" to 2"	five plus to ten acres
2" or larger	ten plus acres

All new meters 3" or larger shall be compound meters. Exceptions to this guideline may be made by the Board of Directors upon request and deposits of appropriate fees by the property owner. If the request is denied, the deposits will be refunded to the property owner.

- g. Meter Testing: A customer may request that their meter be flow tested to determine accuracy. If the meter proves inaccurate, outside of the AWWA standard C-700, then the meter will be replaced. If the meter proves accurate inside the AWWA standard C-700, then the customer will be required to pay the appropriate meter testing fee.
- h. Payment of Customer Bills: Billing service is based on a monthly billing cycle within the water year as outlined in Article X I, Sections 11.01 (s) and (t). Meters are typically read on or around the 20th of each month. Bills are due upon receipt and are considered late if not paid by the 20th of the following month. Water service may be discontinued for non-payment 30 days after the billing date. Delinquent bills are subject to a penalty charge of 1.5% per month on the outstanding balance. Service that has been discontinued due to delinquency will not be restored until all past due and current charges, including the reconnection fee, are paid in full.
 - Customer statements reflect all past due amounts. In addition, a
 Delinquency Notice will be mailed at least 10 days prior to the
 scheduled service termination date. This notice will clearly state the
 past due amount and the expected shut-off date if payment is not
 received.
 - i Customer Responsibility: It shall be the responsibility of the customer to keep the meter free from rubbish and debris and accessible to district staff at all times for reading and maintenance.
 - Meter Tampering: If a meter under registers due to tampering with meter, valve, piping, etc., the service may be discontinued until the customer has paid for the estimated loss in revenue, and repairs to the service. If a meter is tampered with after service is discontinued due to delinquency, the meter will be removed until all payments, reconnection and necessary repair charges are paid in full.
 - k Hydrant Meter: Water may be delivered on a temporary basis to a customer through a fire hydrant meter furnished by the district. Individuals desiring such a service shall apply for the meter stating the proposed location and use. Upon receipt of the deposit, a meter read will be taken, condition of meter will be noted, and the hydrant will be installed by district personnel and locked in place. On the last day of use, the district will unlock and return the meter to the office. Any damage to the meter will be deducted from the deposit prior to the remaining funds being refunded to the individual.

Meter Damage: If a meter is damaged by hot water from the customer's line, or from thawing of frozen pipes or damaged in any other way by the customer, it shall be the responsibility of the customer to pay for all costs of repair and/or replacement.

ARTICLE V

5.1 RESPONSIBILITY

- a. Damage to Customer Premises: The district shall not be liable for any loss or damage whatsoever caused by any defect in the customers plumbing or equipment, or caused by water through valves and pipes which may be open at the time water is ordered on by the customer. The district may, without further notice discontinue service to any customer when defective conditions of plumbing, or equipment upon the premises of the customer results or is likely to result in interference with proper service or is likely to cause contamination of the public water supply. Article VII covers the cross-connection control element. The district does not assume the duty of inspecting the customers' plumbing and equipment, and shall not be responsible therefore, and will not be liable for failure of customer to receive service on account of defective plumbing or apparatus on the customer premises.
- b. Water Supply and Interruption of Water Delivery: The district will exercise reasonable diligence and care to deliver a continuous and sufficient supply of the water. The district shall not be liable for interruption of service or shortage or insufficiency of supply or any loss or damage occasioned thereby. For the purpose of making repairs or improvements to the system, the district shall have the right to temporarily suspend delivery of water. The customer shall be notified in advance of such action except in cases of emergency. Repairs and improvements will be performed as rapidly as may be practical and so far, as possible at times which will cause the least inconvenience to the customers who are affected. During times of threatened or actual water shortage, the district will enact the Water Shortage Contingency Plan for CCCSD. The available supply will be allocated based on an equitable formula in accordance with the stage of shortage. All customers will be provided with water to meet health and safety standards and for fire protection. The district will not be responsible for any damage due to the reduction in district supply in accordance with the Bureau of Reclamation's M&I Shortage Policy.

c Fire Hydrants: Fire hydrants are owned and installed by the District at the request of the County. The District is responsible for the maintenance and repair of all hydrants. However, the District does not guarantee fire flow availability or the provision of water for fire protection purposes.

ARTICLE VI

6.1 Use of Water

- a No consumer within the boundaries of the district shall enter into any contract or agreement to sell any portion of the water delivered to them and shall not permit any of the water delivered to them to be carried or used outside the boundaries of the district of the property owned or controlled by the consumer to whom furnished.
- b. Consumers wasting water on roads or non-used land, either willfully or carelessly on account of defective or leaky lines or using an unreasonable amount of water in excess of that required for proper irrigation may be refused further delivery until the conditions are remedied.
- The district will not assume any responsibility for the delivery of water through or the operation or repair of privately owned lines, or any damages resulting thereof. Such lines must be kept in good order and repaired by the owner, renter or property manager.
- d. In the event of leakage from such privately owned lines and failure or refusal of the owners to repair the same, the district may, at its discretion, in order to avoid waste of water, discontinue service of water through such privately owned lines until the condition is remedied.
- e. The district does not, as a rule, sell pipes, fittings or valves to customers or undertake the installation of private lines or repairs. The sell and repair of backflow devises are exempt. In an emergency situation, the district may, at its discretion, sell valves, repair couplings, etc. for installation by another.
- f. The employees, officers or agents of the district shall have unrestricted access at all reasonable hours to all premises supplied with water by the district and to inspect supply system, meters or other measuring devices and to see that rules and regulations of the district regarding the taking, use or waste of water are being observed.

- g. Only authorized employees or agents of the district are allowed to connect or disconnect service to any property or to turn on or turn off water at any connection or open or close any valve or other regulating device belonging to the district.
- h Any damage to a meter, appurtenances, pipes, or other District property caused by the carelessness or neglect of the consumer shall be billed to the consumer. The charges must be paid in full upon presentation of the bill.

ARTICLE VII

7.1 DISCONTINUANCE OF SERVICE

- a. At the customer's request the district will turn off service on the requested date, provided at least 24 hours' notice is given and the requested date does not fall on a weekend or holiday. As a courtesy, the District will also shut off and restore water service during regular working hours at no charge when requested by the customer to facilitate repairs on the customer's side of the meter.
- b. Water service may be discontinued at the discretion of the District for failure to comply with any of the following:
 - Violation of these Rules and Regulations
 - Reclassification from Irrigation to Municipal & Industrial (M&I) use
 - Failure to submit an annual crop report by December 31st
 - Noncompliance with the long-term contract as determined by a field review
- c. If service is discontinued, the district shall require the payment of a penalty charge in addition to payment of delinquent and current balances due before service is restored.
- d. Once the district dispatches a service person to disconnect service due to delinquency, if the customer attempts to make arrangements to pay the past due bill, a 24-hour grace period will be granted and a penalty equal to the amount of reconnection fee will be added to the account. If the past due amount is not paid within the 24-hour grace period, the service will be disconnected without further notice. In order to restore service, the account must be paid in full including past and current amounts due, plus penalty and reconnection charges. The penalty charge is to offset the additional labor costs of dispatching personnel.

ARTICLE VIII

8.1 CROSS CONNECTION CONTROL

- a. In 2024, the State released an updated Cross Connection Control regulations handbook, effective July 1, 2024.
- b. The handbook requires the District to adopt a Clear Creek Community Services District Cross Connection Control Plan (CCCSD-CCCP).
- c. The District approves the CCCSD-CCCP 2025, and this modification by ordinance 2025-04, and all further rules and regulations related to Cross Connection Control for the District is found in the CCCSD-CCCP.

ARTICLE IX

9.01 POLICIES AND PROCEDURES FOR ANNEXATIONS

- a. Those requesting parcel inclusion into the district's jurisdictional boundaries shall apply in writing including all pertinent information concerning parcel(s).
- b. The district will complete a preliminary investigation to determine if annexation of said parcel(s) is possible. If it is feasible, the GM will prepare an ordinance requesting boundary change for consideration by the Board of Directors.
- c. Upon adoption of the ordinance, the staff will give to the owner or owner's agent, a cost estimate for staff time and required deposits for the Shasta LAFCO, State Board of Equalization, and cost for a survey and legal description preparation by a licensed surveyor.
- d. Once all costs are paid, staff will begin preparation of the LAFCO application. The Bureau of Reclamation will be contacted to request approval of annexation and a list of that agency's requirements.
- e. Upon receipt of all costs, and approval by LAFCO and the Bureau of Reclamation, water service may be provided to the parcel.
- f. In the event that a parcel is annexed without the consent of the property owner, the individual or entity requesting annexation will be responsible for all costs associated with the annexation.

ARTICLE X

10.01 SCHEDULE OF RATES AND FEES

a. Please refer to the current rate and fee schedule.

ARTICLE XI

11.01 DEFINITIONS FOR RULES AND REGULATIONS FOR WATER SERVICE

For the purpose of these Rules and Regulations the terms used herein shall be defined as follows:

- a. District: The Clear Creek Community Services District (CCCSD), a California special district formed under California Government Code Section 53318.
- b. Board of Directors (BOD): The governing body of the district.
- c. Manager (GM): The person holding the position or acting in the capacity of the GM and Secretary to the Board.
- d. Special District Authority: The various authorities vested to the district by the California Government Code section 56036.
- e. Customer: Any person or business that is supplied with water.
- f. County: Shasta County.
- g. Building: Any structure containing water facilities and used for human habitation or a place of business, recreation, or other purposes.
- h. Additional Dwelling Unit (ADU): Any building or trailer used as a residence separate from the main residence on one parcel of land that has its own bathroom and/or kitchen facility using District water and is hooked up to septic service.
- i. Applicant: The person making the application for water service, either the owner or authorized agent for the owner of the premises to be served by the water for which application has been made.
- j. Contractor: Any individual, firm, corporation, partnership, or association duly licensed by the State of California performing any work for the District governed by these Rules and Regulations.

- k. Subdivision: Any land or lands within the district's jurisdictional boundary divided or contemplated to be divided for the purpose of sale or lease, whether immediate or future.
- I. Water Main: Any pipeline owned by the District, upstream of the customer's meter, used for the transmission and distribution of water to customer services.
- m. Service Line: Any pipe, valves and fittings from the water main up to and including the meter and appurtenances.
- n. Customer Line: Any pipe, valves, pressure regulators and fittings on the downstream side of the meter.
- o. Cross Connection: Any physical arrangement whereby the public water system is connected, directly or indirectly, with any auxiliary supply, sewer, drain, conduit, pool, storage reservoir, plumbing fixture, or any other devise which contains or may contain, contaminated water, sewage, or other waste or liquid of unknown or unsafe quality which may be capable of introducing contamination into the public water system.
- p. Occupant: The owner, purchaser, tenant, developer or lessee who resides on the property served by the District water system.
- q. AWWA: American Waterworks Association.
- r. LAFCO: Shasta County Local Agency Formation Commission.
- s. Billing Cycle: Based on a calendar month, i.e. March 1st billing cycle is for water used from approximately January 20th through February 19th.
- t. Water Year: March 1st through the last day of February the following year.
- u. Meter Reading Cycle: Approximately the 20th of every month.
- v. Reconnection Charge: Charge to have water service restored after discontinuance due to delinquency.
- w. Turn-On Charge: Charge to have water service transferred into new owner/tenant's name.



5880 Oak Street, Anderson, CA 96007 Phone: (530) 357-2121 cccsd@clearcreekcsd.org

MEMO

Date: October 15, 2025

To: Board of Directors

From: General Manager – Dale Mancino

Re: 9 – Adjustment Request – 17655 Warwick Place

Customer Protest Summary – Ana and Hunter Hartwell (17655 Warwick Place)

Date of Request Submission: October 1, 2025

Billing Period: September 2025

Amount Requested for Adjustment: \$75.72 (100% of total bill)

Ana and Hunter Hartwell submitted a protest form on October 1, 2025, requesting a 100% adjustment to their September 2025 water bill.

Their property was affected by the Happy Valley Road Water Main Breaks in September 2025. The customer stated water service was unavailable on September 1st, 2nd, 3rd, 19th, and 20th. They were forced to purchase bottled water and also stated the lack of running water created sanitary issues.

Recommendation:

Review, Discussion, Action.



5880 Oak Street, Anderson, CA 96007 Phone: (530) 357-2121 Email: cccsd@clearcreekcsd.org

PROTEST FORM

Date:	
Account Holder's Name:	
Account Number:	
Service Address:	
Mailing Address:	
Phone Number:	
Email:	
	Billing Month:
appropriate course of action.	ant information that may assist in determining the
Clear Creek Com	munity Services District
Approved:Explanation for Approval/Denial:	

Clear Creek Community Services District

5880 Oak St

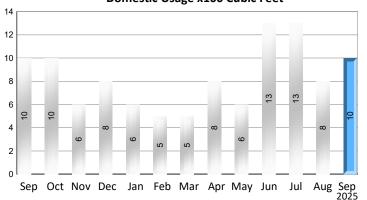
Anderson, CA 96007

Customer Service: 530-357-2121 Pay By Phone: 888-610-5978 https://clearcreek.epayub.com

BILL TO: HUNTER HARTWELL

and ANA HARTWELL 17655 WARWICK PL ANDERSON, CA 96007

Domestic Usage x100 Cubic Feet



COMPANY ANNOUNCEMENTS

Account Statement



ACCOUNT INFORMATION

Customer Name: HUNTER HARTWELL
Customer Number: 11874
Location Number: 149600
Billing Date: 09/23/2025

METER INFORMATION

 Previous Date:
 08/18/2025
 Current Date:
 09/17/2025

 Previous Read:
 2363
 Current Read:
 2373

 Meter Number:
 B/19159096/1
 Usage:
 10

BILLING INFORMATION

Previous Billed Amount	\$152.00
Total Payments Received	<i>\$-152.00</i>
Previous Balance	\$0.00
Domestic	\$5.60
Base Water Charge	\$59.31
WIIN Act Repayment	\$1.88
State Loan Repayment	\$1.00
Recycle Backwash	\$0.38
Filter Repayment	\$7.55

Total Amount Due

\$75.72

Due Date

10/20/2025

Bills are due upon receipt and past due after the 20th of each month. Past due bills are subject to a 1.5% penalty per month. Service may be discontinued if previous balance is not paid. If discontinued, Entire balance (previous and current due) plus reconnection charge must be paid <u>In Full</u> before service will be restored.

Payment **Coupon**



AMOUNT ENCLOSED

Due Date: 10/20/2025

TOTAL DUE \$75.72



ACCOUNT INFORMATION

Customer Name: HUNTER HARTWELL
Customer Number: 11874
Location Number: 149600
Service Address: 17655 WARWICK PL
Billing Date: 09/23/2025

Clear Creek Community Services District 5880 Oak St Anderson, CA 96007



5880 Oak Street, Anderson, CA 96007 Phone: (530) 357-2121 cccsd@clearcreekcsd.org

MEMO

Date: October 15, 2025

To: Board of Directors

From: General Manager – Dale Mancino

Re: 10 - Adjustment Request - 15901 Cloverdale Road

Customer Protest Summary - Michael Shreeve (15901 Cloverdale Road)

Date of Request Submission: October 6, 2025

Billing Period: September 2025

Amount Requested for Adjustment: \$180.00

In September, Michael Shreeve's pipe connected to his brass valve broke. Mr. Shreeve believes this occurred as a result of repairs Clear Creek CSD performed on the District's valve, which caused his system to flex and subsequently led to water loss. Due to this incident, Mr. Shreeve is requesting a \$180.00 adjustment to his September invoice to cover the cost of the water lost.

Recommendation:

Review, Discussion, Action.



5880 Oak Street, Anderson, CA 96007 Phone: (530) 357-2121 Email: cccsd@clearcreekcsd.org

PROTEST FORM

Date:
Account Holder's Name: Michael Shreeve
Account Number: 10581
Service Address:
Mailing Address: 1090/ Coverdale
Phone Number: 530410 8678
Email: Shreeve ster o gmail. Com
Disputed Amount: P180 Billing Month: September 25
Reason for Dispute: Please include documentation and relevant information that may assist in determining the appropriate course of action.
IN the month of September there was
a brack right where I complet to my Brass
Value (Directly Connected to Your meter 1
- (within inches) . I suspect the entire system
was Flexed due forwarken your valve
It Broke my PVC connected to the the Brass Vali
As a result I have an overly expensive Bill,
Way Beyond my Means, Michael Shroopre
Clear Creek Community Services District
Approved: Denied:
Explanation for Approval/Denial:

Clear Creek Community Services District

5880 Oak St

Anderson, CA 96007

Customer Service: 530-357-2121 Pay By Phone: 888-610-5978 https://clearcreek.epayub.com

BILL TO:

MICHAEL SHREEVE 15901 CLOVERDALE RD ANDERSON, CA 96007

341.66

\$0.53

Account

Statement



Pacicio) UN'IN METORIANA DI MANAGORA

Customer Name:

MICHAEL SHREEVE

Customer Number:

10581

Location Number:

11810

Billing Date:

09/23/2025

Methal Maerin/Alten

Previous Date: 08/18/2025

Current Date: 09/16/2025

Previous Read: 93

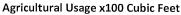
Current Read:

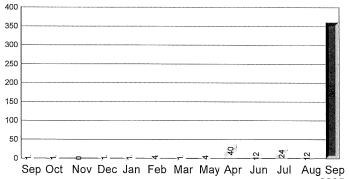
454

Meter Number: B/34039989/1

Usage:

361





COMPANY APHABILITY OF THE COMPANY OF

MOTENTAL SMELLE

Previous Balance (Past Due Amount)	\$76.48
Total Payments Received	\$0.00
Previous Billed Amount	\$76.48

\$191.33
\$59.31
\$1.88
\$1.00
\$0.38
\$7.55

Total Amount Due

\$337.93

Due Date

10/20/2025

Bills are due upon receipt and past due after the 20th of each month. Past due bills are subject to a 1.5% penalty per month. Service may be discontinued if previous balance is not paid. If discontinued, Entire balance (previous and current due) plus reconnection charge must be paid In Full before service will be restored.

Payment Coupon



Due Date:

10/20/2025

TOTAL DUE

\$337.93

Customer Name:

MICHAEL SHREEVE

Customer Number:

10581

Location Number:

11810

Service Address:

15901 CLOVERDALE RD

Billing Date:

09/23/2025

Clear Creek Community Services District 5880 Oak St Anderson, CA 96007



5880 Oak Street, Anderson, CA 96007 Phone: (530) 357-2121 cccsd@clearcreekcsd.org

MEMO

Date: October 15, 2025

To: Board of Directors

From: General Manager – Dale Mancino

Re: II – Adjustment Request – 17648 Warwick Place

Customer Protest Summary – Moses and Tiffany Salazar (17648 Warwick Place)

Date of Request Submission: September 22, 2025

Billing Period: September 2025

Amount Requested for Adjustment: \$82.44 (100% of total bill)

Moses and Tiffany Salazar submitted a protest form on September 22, 2025, requesting a 100% adjustment to their September 2025 water bill.

Their property was affected by the Happy Valley Road Water Main Breaks in September 2025. The customer stated water service was unavailable on September 1st, 2nd, 3rd, 19th, and 20th. They were forced to purchase bottled water and also stated the lack of running water created sanitary issues and affected watering their animals.

Recommendation:

Review, Discussion, Action.



5880 Oak Street, Anderson, CA 96007 Phone: (530) 357-2121 Email: cccsd@clearcreekcsd.org

PROTEST FORM

Date: <u>9-22-25</u>
Account Holder's Name: MOSES Salazar & Tilfany Salazar
Account Number: 11875
Service Address: 17648 Warwich Place Anderson Ct 96007
Mailing Address: 17648 warwich Place Briderson Of 96007
Phone Number: 530 776 8330
Email: Ti fany cranic 18@ ymail. Cem
Disputed Amount: The Whole Man Billing Month: September 2025
Reason for Dispute:
Please include documentation and relevant information that may assist in determining the
appropriate course of action. August 31,2025
OUR WATER WAS Ship Off ON SOMEONE STATES
and did not ask tound back an
world September 2,2025 but then got
timed back off on september 3,2025
and got turned back on that evening
Then In September 19.2023 gets timed
off again September 21, 20015 (B) midnight
1. mg, and paying for wayer at the Stere is
Clear Creek Community Services District
Approved: Denied:
Explanation for Approval/Denial:

Clear Creek Community Services District

5880 Oak St Anderson, CA 96007

Customer Service: 530-357-2121 Pay By Phone: 888-610-5978 https://clearcreek.epayub.com

BILL TO:

MOSES SALAZAR and TIFFANY SALAZAR 17648 WARWICK PL ANDERSON, CA 96007

Account **Statement**



PAGEOURITH INFORMATION

Customer Name: Customer Number: Location Number: Billing Date:

MOSES SALAZAR

11875 149800

09/23/2025

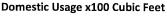
METER INFORMATION

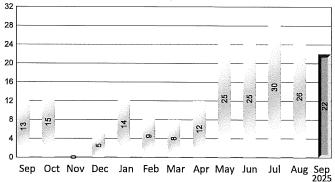
Previous Date: 08/19/2025 Current Date: 09/17/2025 Previous Read: 158 Current Read:

Meter Number: B/18579112/1

Usage:

180 22





COMPANY ANNOUNCEMENTS

Previous Billed Amount	\$84.68
Total Payments Received	\$-84.68
Previous Balance	\$0.00
Domestic	\$12.32
Base Water Charge	\$59.31
WIIN Act Repayment	\$1.88
State Loan Repayment	\$1.00
Recycle Backwash	\$0.38
Filter Repayment	\$7.55

Total Amount Due \$82.44 **Due Date** 10/20/2025

Bills are due upon receipt and past due after the 20th of each month. Past due bills are subject to a 1.5% penalty per month. Service may be discontinued if previous balance is not paid. If discontinued, Entire balance (previous and current due) plus reconnection charge must be paid In Full before service will be restored.

Payment Coupon



AGGOUNT INFORMATION

Customer Name: MOSES SALAZAR **Customer Number:** 11875 Location Number: 149800 Service Address: 17648 WARWICK PL Billing Date: 09/23/2025

Due Date:

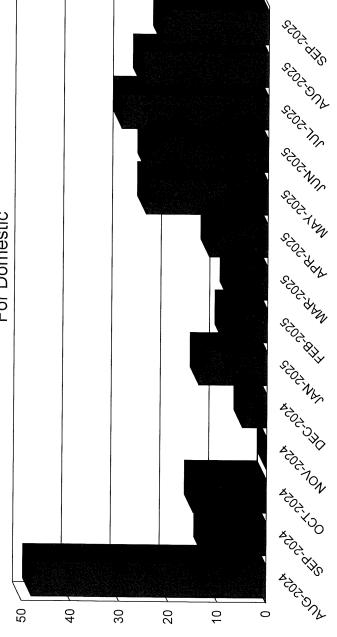
10/20/2025

TOTAL DUE

\$82.44

Clear Creek Community Services District 5880 Oak St Anderson, CA 96007







5880 Oak Street, Anderson, CA 96007 Phone: (530) 357-2121 cccsd@clearcreekcsd.org

MEMO

Date: October 15, 2025

To: Board of Directors

From: General Manager – Dale Mancino

Re: 12 – Adjustment Request – 4944 Lujo Drive

Customer Protest Summary – John Wallace (4944 Lujo Drive)

Date of Request Submission: October 10, 2025

Billing Period: September 2025

Amount Requested for Adjustment: \$1,400 (50% of total bill)

John Wallace submitted a protest form on October 10, 2025, requesting a 50% adjustment to his total account balance from September 2024 to October 2025.

Mr. Wallace states that he had a leak that was from the Districts faulty equipment causing his water use to be high.

Recommendation:

Review, Discussion, Action.



5880 Oak Street, Anderson, CA 96007 Phone: (530) 357-2121 Email: cccsd@clearcreekcsd.org

PROTEST FORM

Date: 10102025
Account Holder's Name: Dun Wallace Account Number: 12239 Service Address: 4944 Lujo Diz Mailing Address: 50 4
Mailing Address: 530-360-0174
Email: ridin dikty 34 @ graphil, Com
Disputed Amount: 4004 Billing Month: $9/2024 - 10/3$
Reason for Dispute: Please include documentation and relevant information that may assist in determining the appropriate course of action.
Paulty Equipment (yours)
Clear Creek Community Services District Approved: Denied: Explanation for Approval/Denial:



Clear Creek Community Services District Account History

Customer Information
Account No. 12289
JOHN WALLACE
4944 LUJO DR
ANDERSON, CA 96007
UNITED STATES

Location Information Location No. 164650 4944 LUJO DR

Trans Deta	Trong Type	Reference	Type / Peggan	Amount	Balance
Trans. Date	Trans. Type	Reference	Type / Reason		
9/23/2025	Charge			\$96.44	\$1,439.11
9/12/2025	Delinquency	Past Due: \$471.01 - 7/13/2025		\$50.00	\$1,342.67
8/26/2025	Delinquency	Past Due: \$471.01 - 6/27/2025		\$7.07	\$1,292.67
8/25/2025	Charge			\$113.80	\$1,285.60
7/30/2025	Delinquency	Past Due: \$412.81 - 5/31/2025		\$6.19	\$1,171.80
7/29/2025	Charge			\$150.20	\$1,165.61
6/27/2025	Delinquency	Past Due: \$407.40 - 4/28/2025		\$6.11	\$1,015.41
6/25/2025	Charge			\$121.65	\$1,009.30
6/3/2025	Payment		Cash	(\$110.00)	\$887.65
5/29/2025	Charge			\$97.57	\$997.65
5/21/2025	Delinquency	Past Due: \$407.40 - 4/20/2025		\$6.11	\$900.08
4/29/2025	Charge			\$88.05	\$893.97
4/21/2025	Delinquency	Past Due: \$291.00 - 2/20/2025		\$4.37	\$805.92
	Payment		Credit Card	(\$121.73)	\$801.55
3/29/2025	Charge			\$75.73	\$923.28
3/24/2025	Delinquency	Past Due: \$349.20 - 2/21/2025		\$5.24	\$847.55
3/6/2025	Payment		Check	(\$100.00)	\$842.31
3/3/2025	Payment		Cash	(\$100.00)	\$942.31
2/28/2025	Charge			\$89.73	\$1,042.31
1/29/2025	Open Applied	Applied Credits		\$0.00	\$952.58
	Adjustment			\$0.00	\$952.58
	Charge			\$57.81	\$952.58
12/20/2024	Charge			\$106.53	\$894.77
11/25/2024	Charge			\$107.09	\$788.24
10/29/2024	Charge			\$90.29	\$681.15
9/26/2024	Charge			\$118.29	\$590.86
9/13/2024	Payment		Credit Card	(\$161.97)	\$472.57
	-				



Clear Creek Community Services District

Consumption History - Detailed

Limited to : Account No 12289 Location No 164650

Location No.	Customer	No.	Custome	r Name		Locat	ion Addre	ess		Revenue C	lass	Route	
Service	Bill Date	Rate Code	Units	SerialNo	Meter Size	Prior Read	Prior Read Date	Current Read	Current Read Date	Actual	Adjusted	Billed	Charges
00000000164650	0000000122	89	JOHN WAL	LACE		4944 L	UJO DR			Residential		11	
Domestic	9/23/2025	DOMWTR	cf	B/19491374/1	5/8 inch	3,616.00	8/19/2025	3,663.00	9/17/2025	47.00	0.00	47.00	26.32
Domestic	8/25/2025	DOMWTR	cf	B/19491374/1	5/8 inch	3,538.00	7/22/2025	3,616.00	8/19/2025	78.00	0.00	78.00	43.68
Domestic	7/29/2025	DOMWTR	cf	B/19491374/1	5/8 inch	3,395.00	6/17/2025	3,538.00	7/22/2025	143.00	0.00	143.00	80.08
Domestic	6/25/2025	DOMWTR	cf	B/19491374/1	5/8 inch	3,301.00	5/20/2025	3,395.00	6/17/2025	94.00	0.00	94.00	52.64
Domestic	5/29/2025	DOMWTR	cf	B/19491374/1	5/8 inch	3,250.00	4/22/2025	3,301.00	5/20/2025	51.00	0.00	51.00	28.56
Domestic	4/29/2025	DOMWTR	cf	B/19491374/1	5/8 inch	3,216.00	3/19/2025	3,250.00	4/22/2025	34.00	0.00	34.00	19.04
Domestic	3/29/2025	DOMWTR	cf	B/19491374/1	5/8 inch	3,204.00	2/18/2025	3,216.00	3/19/2025	12.00	0.00	12.00	6.72
Domestic	2/28/2025	DOMWTR	cf	B/19491374/1	5/8 inch	3,167.00	1/22/2025	3,204.00	2/18/2025	37.00	0.00	37.00	20.72
Domestic	1/29/2025	DOMWTR	cf	B/19491374/1	5/8 inch	3,187.00	12/12/2024	3,167.00	1/22/2025	-20.00	0.00	-20.00	-11.20
Domestic	12/20/2024	DOMWTR	cf	B/19491374/1	5/8 inch	3,120.00	11/18/2024	3,187.00	12/12/2024	67.00	0.00	67.00	37.52
Domestic	11/25/2024	DOMWTR	cf	B/19491374/1	5/8 inch	3,052.00	10/22/2024	3,120.00	11/18/2024	68.00	0.00	68.00	38.08
Domestic	10/29/2024	DOMWTR	cf	B/19491374/1	5/8 inch	3,014.00	9/16/2024	3,052.00	10/22/2024	38.00	0.00	38.00	21.28
Domestic	9/26/2024	DOMWTR	cf	B/19491374/1	5/8 inch	2,926.00	8/19/2024	3,014.00	9/16/2024	88.00	0.00	88.00	49.28
Domestic	8/28/2024	DOMWTR	cf	B/19491374/1	5/8 inch	2,760.00	7/24/2024	2,926.00	8/19/2024	166.00	0.00	166.00	92.96
Domestic	8/2/2024	DOMWTR	cf	B/19491374/1	5/8 inch	2,562.00	6/17/2024	2,760.00	7/24/2024	198.00	0.00	198.00	110.88
Domestic	6/25/2024	DOMWTR	cf	B/19491374/1	5/8 inch	2,451.00	5/21/2024	2,562.00	6/17/2024	111.00	0.00	111.00	62.16
Domestic	5/31/2024	DOMWTR	cf	B/19491374/1	5/8 inch	2,415.00	4/15/2024	2,451.00	5/21/2024	36.00	0.00	36.00	18.88
Domestic	4/25/2024	DOMWTR	cf	B/19491374/1	5/8 inch	2,371.00	3/19/2024	2,415.00	4/15/2024	44.00	0.00	44.00	22.88
Domestic	3/27/2024	DOMWTR	cf	B/19491374/1	5/8 inch	2,353.00	2/21/2024	2,371.00	3/19/2024	18.00	0.00	18.00	9.36
Domestic	2/29/2024	DOMWTR	cf	B/19491374/1	5/8 inch	2,335.00	1/16/2024	2,353.00	2/21/2024	18.00	0.00	18.00	9.36
Domestic	1/24/2024	DOMWTR	cf	B/19491374/1	5/8 inch	2,324.00	12/18/2023	2,335.00	1/16/2024	11.00	0.00	11.00	5.72
Domestic	12/27/2023	DOMWTR	cf	B/19491374/1	5/8 inch	2,313.00	11/20/2023	2,324.00	12/18/2023	11.00	0.00	11.00	5.72
Domestic	11/27/2023	DOMWTR	cf	B/19491374/1	5/8 inch	2,302.00	10/16/2023	2,313.00	11/20/2023	11.00	0.00	11.00	5.72
Domestic	10/25/2023	DOMWTR	cf	B/19491374/1	5/8 inch	2,253.00	9/18/2023	2,302.00	10/16/2023	49.00	0.00	49.00	25.48
Domestic	9/25/2023	DOMWTR	cf	B/19491374/1	5/8 inch	2,154.00	8/14/2023	2,253.00	9/18/2023	99.00	0.00	99.00	51.48
Domestic	8/25/2023	DOMWTR	cf	B/19491374/1	5/8 inch	1,963.00	7/17/2023	2,154.00	8/14/2023	191.00	0.00	191.00	99.32
Domestic	7/24/2023	DOMWTR	cf	B/19491374/1	5/8 inch	1,864.00	6/20/2023	1,963.00	7/17/2023	99.00	0.00	99.00	51.48
Domestic	6/27/2023	DOMWTR	cf	B/19491374/1	5/8 inch	1,806.00	5/15/2023	1,864.00	6/20/2023	58.00	0.00	58.00	30.16
Domestic	5/23/2023	DOMWTR	cf	B/19491374/1	5/8 inch	1,778.00	4/20/2023	1,806.00	5/15/2023	28.00	0.00	28.00	20.16
Domestic	4/28/2023	DOMWTR	cf	B/19491374/1	5/8 inch	1,766.00	3/15/2023	1,778.00	4/20/2023	12.00	0.00	12.00	8.64
Domestic	3/28/2023	DOMWTR	cf	B/19491374/1	5/8 inch	1,755.00	2/15/2023	1,766.00	3/15/2023	11.00	0.00	11.00	11.44
Domestic	2/27/2023	DOMWTR	cf	B/19491374/1	5/8 inch	1,747.00	1/18/2023	1,755.00	2/15/2023	8.00	0.00	8.00	8.32
Domestic	1/30/2023	DOMWTR	cf	B/19491374/1	5/8 inch	1,735.00	12/14/2022	1,747.00	1/18/2023	12.00	0.00	12.00	12.48

Service	Units	Rate Code	Actual	Adjusted	Billed	Charges
Domestic	cf	DOMWTR	1,928.00	0.00	1,928.00	1,075.32
Total Domestic - cf			1,928.00	0.00	1,928.00	1,075.32

10/10/2025 3:03:38PM Consumption History - Detailed Page 1 of 1



5880 Oak Street, Anderson, CA 96007 Phone: (530) 357-2121 cccsd@clearcreekcsd.org

MEMO

Date: October 15, 2025 **To:** Board of Directors

From: General Manager – Dale Mancino

Re: 13 – Approval to Enter into Contract for Legal Services (Discussion/Action)

Discussion/Action:

Background:

The District has been without legal counsel for several months, which has created challenges in addressing legal matters, contract reviews, and policy compliance. Obtaining ongoing legal representation is of the utmost importance to ensure the District operates within legal parameters and can respond effectively to emerging issues.

Discussion:

Staff solicited proposals from three local law firms:

I. Aleshire & Wynder LLP

Summary:

- A large, statewide municipal law firm based in Irvine, California, representing numerous cities and districts. They offer full-scope general counsel and litigation services.
- Rates: \$400/hr partners, \$310–\$335/hr associates, with up to 5% annual CPI increases.
- Pros: Deep municipal expertise, strong compliance and policy background.
- Cons: High hourly rates, distant location (Southern California), automatic CPI increases, and a venue clause outside Shasta County.

2. Best Best & Krieger LLP (BBK)

Summary:

- One of California's premier public-agency law firms, with extensive experience in water, environmental, and infrastructure law. Offices statewide, including Sacramento.
- Rates: Competitive for size but typically premium tier.
- Pros: Excellent depth for CEQA, finance, and state regulatory work. Trusted statewide reputation.
- Cons: Larger-firm cost structure; may delegate work across multiple attorneys; not local.

3. Prentice|Long, PC

Summary:

- A Northern California firm based in Redding that currently represents several regional community services districts and counties.
- Rates: Generally lower (\$250-\$300/hr range); offers on-call responsiveness and local availability.
- Pros: Close proximity, small-district experience, direct principal access, and lower cost.
- Cons: Smaller staff, limited specialty bench compared to BBK or Aleshire.

Each proposal outlines qualifications, hourly rates, and services offered. The proposals have been reviewed and evaluated based on experience, cost, and the firm's familiarity with public agency representation.

Fiscal Impact:

Costs will vary depending on the firm selected and the scope of work performed. Funding for legal services is included in the current fiscal year budget.

Recommendation:

Staff recommends authorizing the execution of a contract with Prentice|Long, PC as District Legal Counsel based on qualifications, regional accessibility, and cost efficiency

Attachments

- 1) Aleshire & Wynder LLP Official Proposal
- 2) Best Best & Krieger LLP (BBK) Official Proposal
- 3) Prentice Long PC Official Proposal



September 4, 2025

Clear Creek Community Services District 5880 Oak Street Anderson, CA 96007

Attn: Interim General Manager

Re: Professional Services Agreement and Legal Services Cost Summary

Dear Mr. Wadleigh:

It was a pleasure speaking with you last week. As discussed, please find enclosed for your review a Professional Services Agreement ("Agreement") to engage Aleshire & Wynder LLP as general legal counsel for Clear Creek Community Services District. If the Agreement appears satisfactory, please return a signed copy at your earliest convenience.

For your reference, we have also included below a summary of annual billing for similarly situated districts during the 2024 calendar year. These figures have been adjusted to exclude litigation expenses that would not be applicable to your district. We hope that this information provides a helpful benchmark for budgeting and evaluating anticipated legal costs.

District Name	Billing for the 2024 Calendar Year
Littlerock Creek Irrigation District	\$30,029.99
Palm Ranch Irrigation District	\$22,662.75
Bell Canyon Community Services District	\$42,872.90

Please do not hesitate to contact me or Michelle if you have any questions regarding the Agreement or the billing summary. We look forward to the opportunity to serve as counsel to Clear Creek Community Services District.

Very truly yours,

ALESHIRE & WYNDER, LLP

Keith Lemieux

KL:MEH

PROFESSIONAL SERVICES AGREEMENT

This agreement ("Agreement") is written to set out and confirm the retention of Aleshire & Wynder, LLP, a California limited liability partnership ("Law Firm"), to provide legal representation to the Clear Creek Community Services District ("Client") in connection with certain legal services requested by Client as specified herein.

1. PURPOSE.

This Agreement sets forth the terms and conditions under which the Law Firm will provide legal services to Client, effective _______, 2025 ("Effective Date"). In this regard, please know that California Business and Professions Code §6148 requires a written fee contract between attorneys and their clients to set forth the scope of the legal services which the attorneys have been retained to perform, and the fees which the attorneys will charge to perform those services. When executed by Law Firm and Client, this Agreement will satisfy the requirements of §6148.

2. CONSIDERATION AND BILLING.

(a) Transactional Services

Law Firm shall advise Client on all transactional matters affecting the Client, including attending all regular meetings of the Board of Directors of the Client ("Board"); attending special meetings of the Board as requested; providing legal advice by telephone or in writing; preparing documents and attending other meetings as requested by the Board, General Manager, or other authorized representative of the Client. Law Office shall submit a monthly invoice to Client for transactional work. Client shall pay Law Office for such services at the rates set forth on attached Exhibit A

(b) Litigation Services

Client shall pay for litigation and formal administrative or other adjudicatory matters at the following hourly rates: \$425 for Partners; \$325 - \$360 for Associate attorneys. Client acknowledges these litigation rates may change from time-to-time to reflect staff changes and professional advancement.

(c) Cost of Living Adjustment and Duty to Cooperate

The rates for the Transactional and Litigation Services will be adjusted annually as measured by the Consumer Price Index for All Urban Consumers ("CPI-U") for the West Region. At the start of the Client's fiscal year in July, 2025 and every July thereafter during the term of this Agreement, rates and amounts shall be increased for the change in the CPI-U rounded up to the nearest dollar for the twelve (12) month period published for the most recent month of May and counting backwards as shown by the U.S. Department of Labor provided, however, that such adjustment shall not be lower than zero percent (0%) nor more than five percent (5%). In addition to the automatic increase, either Law Firm or Client can initiate consideration of a rate increase at any time.

Law Firm will report regularly and keep Client informed of significant developments in matters in which Law Firm is providing legal services. Client agrees to cooperate and keep Law Firm advised of information and developments pertaining to this engagement. Law Firm will provide Client a completed W-9 Form to facilitate tax reporting for payments made by Client to Law Firm under this Agreement. Client agrees to promptly pay the fees, costs and other sums incurred under this Agreement when due.

(d) Expense Reimbursement

Law Firm also charges for various external costs such as copying (charge of twenty-five cents (\$.25) per page), telephone charges, computerized legal research, cost of producing and reproducing photographs, messenger services, travel, filing fees and other costs relating to transactional and litigation services. Invoices for some costs are passed on directly, such as bills for certified shorthand reporters, technical consultants, and other professional fees. Client shall reimburse Law Firm for reasonable and necessary expenses incurred for third party services. Law Firm shall attempt to obtain Client's prior approval of expenses expected to exceed \$500.00.

(e) <u>Invoices</u>

Payment is due within thirty (30) days of the date of each invoice. If you wish to question any charge, you agree to do so within twenty (20) days of the invoice date. Please contact the attorney in charge of your matter if you have any questions about any of your invoices.

(f) Claims

In the event Law Firm, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Client for such damages or other claims solely arising out of or in connection with the work operation or activities of Client hereunder, Client agrees to pay to Law Firm, its officers, agents or employees any and all costs and expenses incurred by attorney, its officers, agents or employees in such action or proceeding, including, but not limited to, legal costs and attorneys' fees.

3. REPRESENTATION OF POTENTIALLY ADVERSE INTERESTS.

The California Rules of Professional Conduct, as promulgated by the California State Bar, require that an attorney receive informed written consent from a client prior to undertaking work where there is a potential for conflicts between existing or future clients (Rule 1.7). The Rules require Law Firm to obtain the affirmed written consent of current Clients and former Clients before Law Firm represents a Client with an adverse interest. Client agrees to inform the Law Firm of any conflicts which may arise after execution of this Agreement which Client believes would affect the representation of Client.

Law Firm may have current or future clients which may have interests adverse to Client or Client's related entities, and Law Firm reserves the right to represent such clients in matters not connected to the representation described herein. If a potential conflict of interest arises in Law Firm's representation of two clients, if such conflict is only speculative or minor, Law Firm may

seek waivers from each client with regards to such representation. Should an actual conflict occur between Law Firm's clients and Client, Law Firm will attempt to resolve the conflict in a manner that protects its ability to continue concurrent representation of all Law Firm clients. However, that may not be possible or practical under the applicable ethical rules. By signing below, Client represents that it is fully informed regarding the potential conflict of interests between it and existing and future clients of Law Firm, and it waives all rights regarding such conflicts and consents to the Client's representation in this regard. However, if actual conflicts exist that are not waived or are unwaivable, Law Firm would withdraw from representing Client and assist Client in obtaining outside special counsel.

4. TERMINATION.

Client may discharge Law Firm by written notice effective when received by Law Firm. Unless specifically agreed, Law Firm will provide no further services and advance no further costs on Client's behalf after receipt of the written notice. Notwithstanding the discharge, Client will pay Law Firm reasonable fees for services provided and reimburse Law Firm for costs advanced prior to discharge.

Law Firm may withdraw as permitted under the Rules of Professional Conduct of the State Bar of California. The circumstances under which the Rules permit such withdrawal include with Client's consent, or when Client's conduct renders it unreasonably difficult for Law Firm to carry out the employment effectively. Notwithstanding Law Firm's withdrawal, Client will pay Law Firm all reasonable fees for services provided, and reimburse Law Firm for costs advanced, before the withdrawal.

5. DISCLAIMER OF GUARANTEE.

During the course of providing these services, Law Firm may express opinions or beliefs about the effectiveness of various courses of actions, but such expressions shall not be construed as promises or guarantees of any result or outcome. Client acknowledges Law Firm has made no promises about the result or outcome, and opinions offered by Law Firm do not constitute a guarantee of any result or outcome.

6. **DISPUTES.**

If a dispute between Client and Law Firm arises over fees or other amounts charged to Client for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code sections 6200 through 6206. The arbitrator or arbitration panel will have the authority to award to the prevailing party in such arbitration attorney's fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service will not be required. Law Firm is entitled to represent itself on all legal matters and the actual time incurred by members of Law Firm at Law Firm's then current hourly rates as charged to Client for providing services under this Agreement, which rates are mutually deemed reasonable for collection or other purposes.

7. PROFESSIONAL LIABILITY INSURANCE COVERAGE.

Law Firm maintains Professional Liability insurance coverage that would apply to the services to be rendered under this Agreement. The policy limits of the errors and omissions insurance coverage are \$3,000,000.00 per claim \$3,000,000.00 aggregate policy term. Additionally, Law Firm shall maintain these various forms of insurance:

- (1) Professional Liability: \$3 million per claim, \$3 million aggregate;
- (2) Workers' Compensation: \$1 million policy limit;
- (3) Commercial Liability: \$1 million per occurrence, \$2 million aggregate;
- (4) Automobile: \$1 million per occurrence; and
- (5) Umbrella Policy: \$3 million policy limit.

Promptly following the Effective Date of this Agreement, but in no event before Law Firm commences any services under this Agreement, Law Firm shall provide evidence satisfactory to the Client that it has the above insurance coverage. The Client, its officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the above insurance coverage.

8. COUNTERPARTS.

This Agreement may be executed in counterparts and by electronic signature. The parties will exchange signature pages. A complete agreement consists of the foregoing text and pages with signatures by both parties. Two original agreements will be prepared upon request.

9. WAIVER.

No waiver of a breach or provision of this Agreement shall constitute a waiver of any other breach or provision. The parties' failure to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

10. SEVERABILITY AND PARTIAL INVALIDITY

Should any part, term, portion, or provision of this Agreement be decided to conflict with any law of the United States or the State of California, or otherwise be determined to be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first place.

11. MODIFICATION / AMENDMENT

This Agreement may be amended at any time by formal written agreement signed by the authorized representatives of the parties.

12. INTEGRATION

By signing below, Client acknowledges that no oral representations, statements, or inducements, apart from this Agreement, have been made. This Agreement sets forth the entire understanding of the parties and will be governed by the laws of the State of California. The terms of this Agreement are not set by law but are the result of negotiation between the parties. Client has the right to consult with another attorney regarding this Agreement before signing it.

13. OWNERSHIP AND INSPECTION OF FILES

All files, pleadings, reports, exhibits, evidence, and other items generated or gathered in the course of providing services to Client under this Agreement are and shall remain the sole property of Client, and shall be returned to Client upon termination of this Agreement or when the matter is concluded, except that Client shall have no right to obtain Attorney work product (as defined by CCP Sec. 2018.010-2018.080) from Law Firm except as otherwise provided by law or to internal accounting records and other documents not reasonably necessary to Client's representation, subject to Law Firm's right to make copies of any files withdrawn by Client. Once Client's matter is concluded, Law Firm will close the file. The physical files may be sent to storage offsite, and thereafter there may be an administrative cost for retrieving them from storage, which will be charged to Client. Thus, Law Firm recommends that Client request the return of the file at the conclusion of the matter. Law Firm will otherwise retain and destroy the file consistent with the Client's records retention schedule. Law Firm will work with Client to provide or preserve any documents that may be subject to the California Public Records Act. The provisions of this paragraph shall continue to survive after termination of this Agreement.

14. NEGATION OF PARTNERSHIP / STATUS AS INDEPENDENT CONTRACTOR

In the performance of legal services under this Agreement, Law Firm shall be, and acknowledges that Law Firm is, in fact and under law, an independent contractor and not an agent or employee of the Client. Law Firm has and retains the right to exercise full supervision and control of the manner and methods of providing services to Client under this Agreement.

Law Firm retains full supervision and control over the employment, direction, compensation, and discharge of all persons assisting Law Firm in the provision of services under this Agreement. With respect to Law Firm's employees, Law Firm shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes (whether federal, state, or local), and compliance with any and all other laws regulating employment.

15. LAW FIRM REPRESENTATIONS / PERFORMANCE / CONFIDENTIALITY

Law Firm makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

(a) Law Firm has the expertise, support staff, and facilities necessary to provide the services described in this Agreement.

- (b) Law Firm shall diligently provide such legal services as are necessary and assigned by Client in a timely and professional manner in accordance with the terms and conditions stated in this Agreement, will comply with all ethical duties, and will maintain the integrity of the attorney-client relationship. Law Firm shall have the sole discretion to assign or reassign individual attorneys to represent Client.
- (c) Law Firm will preserve the attorney-client privilege and attorney work product. Law Firm will not disclose privileged materials or attorney work product except (1) as reasonably necessary to promote Client interests and (2) with the consent of Client.

16. GOVERNING LAW AND VENUE

This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Shasta, CA. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

17. NON-ASSIGNABILITY

Law Firm shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or novation, without prior written approval of Client.

18. NOTICE

Any notices given pursuant to this Agreement shall be deemed received and effective when properly addressed, posted, and deposited in the US mail addressed to the respective parties as follows:

(i) Notices to Client: Clear Creek Community Services District Interim General Manager 5880 Oak Street Anderson, CA 96007 (530) 357-2121

Attn: Jim Wadleigh

(ii) Notices to **Aleshire & Wynder, LLP** 1 Park Plaza, Suite 1000 Irvine, CA 92614 (949) 223-1170; Fax: (949) 223-1180

Attn: Managing Partner

Service of notice by personal service is deemed to be given as of the date of service. Notices by mail are deemed to have been given two (2) consecutive business days after deposit into the

U.S. Postal Service. Either party may, from time to time, by written notice to the other, designate a different address or person to be substituted for that specified above.

19. INDEMNIFICATION

To the fullest extent permitted by law, Law Firm shall indemnify, defend, protect and hold harmless Client, its officials, officers, agents, employees and volunteers (collectively "Indemnities") from and against any loss, injury, damage, claim, lawsuit, judgment, expense, attorneys' fees, or any other cost arising out of or in any way related to the performance of services under this Agreement, to the extent caused in whole or in part by the negligent act or omission, recklessness or willful misconduct of Law Firm, any subcontractor of Law Firm, anyone directly or indirectly employed by Law Firm or subcontractor of Law Firm except where such liability is caused by the sole negligence and willful misconduct of Client.

		ALESHIRE & WYNDER, LLP
Dated:	, 2025	By: Keith Lemieux, Partner
		CLEAR CREEK COMMUNITY SERVICES DISTRICT
Dated:	, 2025	By:

ATTACHMENT A RATES FOR TRANSACTIONAL SERVICES

Law Firm's current hourly billing rates for transactional services are as follows:

 V 	Vork by Partners/Shareholders	\$400.00
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•	Work by	Attorney	s (blended rate)	\$310.00	- \$335.00
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Work by Paralegal/Law Clerks \$175.00
Document Clerk \$125.00

ALESHIRE & WYNDER, LLP

1 Park Plaza, Suite 1000 Irvine, California 92614 (949) 223-1170; Fax: (949) 223-1180



Andreas Booher Partner (916) 551-2829 andreas.booher@bbklaw.com

October 6, 2025

VIA EMAIL DELIVERY

Dale Mancino, General Manager Clear Creek Community Services District 5880 Oak St. Anderson, CA 96007

Re: Proposal to Provide General Counsel Services

Dear Dale:

On behalf of Best Best & Krieger LLP (BBK), I am pleased to present this proposal to provide general counsel services to the Clear Creek Community Services District (CCCSD or District). As a full-service law firm, BBK can and will always make available to the District the staffing necessary to rapidly and efficiently handle all of your legal needs.

BBK has one of California's most extensive practices focused on the needs of special districts, including community services districts, water agencies, sanitation districts, local agency formation commissions (LAFCOs), joint powers agencies, fire protection districts, transportation agencies, park and recreation districts and hospital districts. Our clients are located throughout California, and we are fully accessible to serve them with a full range of general and special counsel services.

Our Services

Our role as general counsel is to provide the District with sound and practical legal advice. Whether drafting a contract or providing advice during Board of Directors (Board) meetings, we see our role as providing CCCSD, its Board members, management and staff with knowledgeable analysis of the legal options available to carry out the District's policies while providing an honest and professional assessment of the legal consequences of those options. We serve at the pleasure of the Board and take our direction from the District. We look to you, the general manager, for direction on interacting with District staff and to the Board for direction on CCCSD's priorities, goals and vision.

We understand that a timely responses are the cornerstone of good communication and good customer service. We know it is essential to maintain open lines of communication with the District. Either I or Brian Hughes will return phone calls as quickly as possible, frequently check email and promptly answer routine inquiries. Our practice is to respond to phone calls and emails within 24 hours. For inquiries on more complex matters, we will respond as soon as possible and outline the timeframe for handling the matter, noting any deadline or other timing requirements.

BBK has extensive experience preparing, reviewing and adopting legal opinions, contracts and memoranda of understanding (MOUs) of various kinds. We have drafted thousands of contracts for public agency clients, ranging from simple real property acquisition, software license and professional services agreements to more specialized types of agreements. Our services include preparation and review of contract specifications and related documents. Our proposed team members have personally drafted, amended or reviewed hundreds of contracts and MOUs. We have extensive experience in addressing insurance, indemnity and liability issues in the context of contracts and MOUs, since these issues are often equally as important as the deal points.

Ralph. M. Brown Act – BBK provides advice regarding the interpretation and application of the Ralph M. Brown Act (Open Meeting Law) to our public entity clients. Advice often pertains to requirements for agenda preparation, posting and distribution, closed session topics and reporting, notices and agendas for special and emergency meetings, adding agenda items after the agenda is posted, conducting meetings by teleconferencing, the application of the Brown Act to committees and avoiding violations and penalties. We also defend challenges to our clients' compliance with the Brown Act.

Public Records Act / Advanced Records Center (ARC) – BBK is pleased to offer ARC, a full-service, scalable and responsive resource using experienced legal personnel and leading-edge technology to supplement in-house resources for greater consistency, efficiency and lower litigation liability (or risk). ARC provides comprehensive legal services with cost-effective support for records-related matters, including PRA request processing, as well as policy drafting and training.

With the emergence of new technologies, we use ARC's certified e-Discovery specialists to regularly advise clients regarding the use of public and private electronic devices, and the public's right to access information, including electronic communications.

We believe ARC will be greatly beneficial in assisting CCCSD, as many public agencies have been inundated with a greatly increased level of PRA requests.

Proposition 218 – We often advise special districts and cities on revenue matters associated with the adoption, levy and defense of taxes, assessments, fees and charges. We help our public agency clients protect, preserve and enhance their limited public resources and revenues while making sure they meet the requirements of Propositions 13, 62, 218 and 26. Additionally, we assist clients with:

- Reviewing utility rate and fee studies and assessment engineering reports
- Preparing notices of public hearings for the adoption of fees, charges and assessments
- Complying with public hearing and protest procedures that must be followed to consider and adopt rates and charges
- Forming assessment districts

- Establishing new taxes, assessments, fees and charges and increasing and extending existing ones
- Assuring compliance with the California Constitution and state laws governing the imposition of taxes, assessments, fees and charges
- Financing major public infrastructure and public services
- Litigating disputes regarding applicable rules, taxes, fees and charges

LAFCO – Our experience with special districts, including numerous LAFCOs throughout California, combined with our nationally recognized practice in municipal and environmental law, allows us to efficiently, intelligently and meaningfully assist our LAFCO clients across a broad spectrum of issues.

Our attorneys address every legal area of interest to LAFCOs. They have an in-depth knowledge of the following:

- The function and purpose of the LAFCO
- Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 and amendments (CKH Reorganization Act)
- Adopting and defending spheres of influence
- Propositions 13 and 218 in the LAFCO context
- Revenue neutrality
- Island annexations
- Consolidations
- Complex and frequently changing laws pertaining to local government administration, organization, regulations, transactions and litigation matters relating to LAFCOs
- Ethical issues such as the Brown Act, Political Reform Act, Public Records Act and conflicts of interest
- Statutory compliance

- Contracting
- California Environmental Quality Act (CEQA) and water quality
- Personnel and employment
- Intergovernmental relations
- Real estate
- Real property taxes
- Special taxes and assessments
- Land use, planning and zoning laws
- Pre-zoning and pre-annexation agreements

Public Finance – BBK attorneys can handle every detail relating to the authorization, sale and delivery of public securities. Whether for water supply, transportation, schools, public

recreation or housing, our attorneys have extensive experience in all types of financing structures, including short-term and long-term borrowing, fixed- or variable-rate obligations and derivatives.

We are bond counsel, disclosure counsel and underwriter's counsel on billions in par value of municipal bonds. We are renowned for creative public finance solutions for construction projects and acquiring new public infrastructure. Environmental, Social and Governance (ESG) investing is becoming a mandate for banking firms and issuers and BBK is a pioneer in water conservation and energy efficiency financing, Property Assessed Clean Energy (PACE) Programs and social responsibility bonds. We are also highly regarded for our success in restructuring troubled debt, enabling underperforming assets to achieve value and pay debt service.

Proposed Team

BBK proposes that I, Andreas Booher, serve as general counsel for the District. I will be the primary contact, will supervise all legal work provided by our firm and will be responsible for ensuring the responsiveness of legal services should we earn the contract. Brian Hughes will serve as deputy general counsel, working closely with Andreas on District matters and providing coverage for Board meeting attendance if Andreas is unable to attend.

Andreas Booher is a Partner in BBK's Municipal Law practice group. He provides general counsel services to special districts, cities and joint powers authorities on a broad array of subject matters. He also provides advice and counsel on land use and planning, housing, the Brown Act, Public Records Act, conflict laws, California Voting Rights Act, contracting, CEQA and working with regulators and outside consultants. Andreas is experienced in representing public agencies as general counsel at public meetings from having served in this capacity at hundreds of public meetings.

In addition to this experience, Andreas provides guidance and counsel to clients on the formation of joint powers authorities. These partnerships have ranged from regional partnerships designed to share costly water infrastructure to large-scale partnerships aimed at leveraging the expertise and resources of public agencies across the state.

Before joining the firm, Andreas worked at a regional firm in the Sacramento area, serving cities and special districts in the same capacity he does today. Prior to that position, Andreas worked for a small firm in Ventura County primarily advising public agency clients, but also homeowners and developers on land use and environmental matters. He represented private entities focused on housing and development issues involving accessory dwelling units, short-term rentals, density bonuses and the California Coastal Act.

Brian Hughes is Of Counsel in BBK's Special Districts Practice Group. Brian's practice involves advocating for, counseling, assisting and above all providing thorough legal guidance to special districts, public agencies and other municipalities throughout California. He focuses on general counsel practice, public cemetery districts, water district law, agency operations, public management of natural resources and parks, infrastructure and utilities, public recreation agencies, general land use and California mining law / vested rights.

In addition to regularly representing his and the firm's clients at their public meetings, he frequently trains them on the Public Records Act, the Brown Act, conflicts of interest and AB 1234 ethics compliance.

Brian is highly dedicated to all of his clients, regardless of their size, scope, location or issue. As general counsel, Brian serves to represent, protect and improve each district through educated and cost-effective legal advice, an involved operational understanding, consistent communications, empathy and a love of working for public service.

Proposed Rates

BBK recognizes the need to keep legal costs under control. We have a longstanding commitment to the affordable delivery of legal services to municipalities and public agencies. Given our experience, we often get the job done in much less time, resulting in lower costs. In addition, BBK partners are thoughtful of staffing routine tasks to associates and paralegals, when appropriate, who are billed at much lower rates for cost considerations.

BBK proposes the following rates:

Rates for day-to-day general counsel matters will be billed at the blended rate of \$335 per hour for Attorneys, and \$195 per hour for Paralegals, Law Clerks and Analysts.

Rates for Public Records Act requests handled by our Advanced Records Center (ARC) Team, as requested by the District, will be billed at the blended rate of \$265 per hour for Attorneys, Paralegals, Law Clerks and Analysts.

Rates for Special Counsel Legal Services, including but not limited to, litigation, labor relations and employment matters, real estate, land acquisition, taxes, fees and charges matters, public construction disputes, non-routine contract negotiation matters, non-routine land use and development matters, environmental matters, CEQA & NEPA matters, water law matters (e.g. water rights & quality), tax and ERISA and Employment Benefits matters, toxic substances matters, public utility matters (e.g. electric, natural gas, telecommunications, water, rail or transit that involve state or federal regulatory issues), renewable energy and power purchase agreements, intergovernmental relations and advocacy efforts (e.g. legislative and regulatory representation) at the federal and state level and other specialized matters mutually agreed upon will be billed at then-current individual public rates which are based on experience and area of law. Hourly rates for those attorneys currently fall within the following ranges: Partners and Of Counsel range from \$345 - \$685 per hour; Associates range from \$275 - \$395 per hour, Paralegals, Law Clerks and Analysts from \$205 - \$265 per hour, and Pension Consultants and Government Affairs from \$285 - \$510 per hour.

Should the District need Third Party Reimbursable Legal Services, which are those services provided to the District for which the District receives reimbursement from a developer or other third party, those matters will be billed at our then-current private rates. These reimbursable legal services include, but are not limited to, negotiation and review of development agreements, MOUs

where a third party is responsible for costs, and other regulatory agreements; work associated with planning entitlements; review of CC&Rs; establishment of financing districts (i.e., Community Facilities Districts; Assessment Districts; Landscape and Lighting Maintenance Districts); the processing of land use/environmental projects for which the Client is entitled to reimbursement, as well as defending any challenges to project entitlements or any dispute or litigation related to such reimbursable legal services.

Should the need arise for Public Finance Services, BBK will provide bond counsel, special counsel and/or disclosure counsel services at the request of the District. Such bond counsel services include meeting and conferring with District's staff and municipal advisor to structure the financing, the preparation of all legislative approvals and legal documentation relating to the appropriate sale and delivery of the bonds, notes or other obligations. BBK will also prepare such closing certificates and legal opinions necessary for the delivery of the bonds. As disclosure counsel, we will prepare the Official Statement along with other required disclosure documents for the District and conduct the necessary due diligence related to the transaction. Our fees will be determined based upon the type of financing and the expected involvement of the attorneys involved. We will provide the District with a detailed description of our services and our fees and reimbursable costs upon the District's request. Special counsel legal services related to public finance services may include, but are not limited to, general public finance advice related to items, including but not limited to, investment policies, bond administration, compliance with tax or continuing disclosure covenants, formation of special taxing districts, such as community facilities districts or assessment districts, annexation to special taxing districts, or administration of such districts. Such services shall be provided at our special counsel rate on an hourly basis and billed as such. Notwithstanding the foregoing, in those cases where the fees are reimbursable by a third party, such as a developer, at BBK's option it may proceed on an hourly basis and utilize the Third Party Reimbursable Legal Services category provided for in this agreement, including with respect to services rendered for the formation of, or annexation to, a CFD (of either the District or other local public agency), as well as the negotiation and preparation of funding agreements and joint financing agreements.

We strive to offer low, competitive rates for our public agency clients. Because of this, we request a nominal increase to our rates in the form of an annual cost of living adjustment (COLA) which follows the Consumer Price Index provided by the U.S. Department of Labor for the local area. Our public rates are adjusted every July 1st.

BBK does not charge for routine word processing, legal assistants, clerical costs, administrative support staff, secretarial costs and office costs, including telephone and fax charges. Reimbursement of costs advanced by BBK on behalf of the District as well as other expenses will be billed at actual cost. These currently include, but are not limited to postage; legal research; and any cost of printing or reproducing documents, photographs, electronically stored information (ESI) if needed or other items necessary for legal representation.

As requested, a draft legal services agreement is included directly following this proposal.

I appreciate your consideration of BBK's proposal. Please let me know if I can answer any questions or if you would like to further discuss our proposal.

Best regards,

Andreas Booher

Partner

of BEST BEST & KRIEGER LLP

AB

<u>ATTACHMENT 1: DRAFT LEGAL SERVICES AGREEMENT</u>



directed by the Client;

Andreas Booher Partner (916) 551-2829 andreas.booher@bbklaw.com

AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES BETWEEN CLEAR CREEK COMMUNITY SERVICES DISTRICT AND BEST BEST & KRIEGER LLP

1.	PARTI	ES AND	DATE	
	8	a Distric	ent is made and entered into as, by and between ct ("Client") and Best Best & Krieger LLP, a limited liability partnership the of law ("BB&K").	
2.	RECIT	RECITALS		
all nec	2.1 cessary l		wishes to engage the services of BB&K as its General Counsel to perform vices for the Client on the terms set forth below.	
3.	TERMS.			
shall c	3.1 continue		The term of this Agreement shall commence on and force and effect until terminated in accordance with Section 3.12.	
Agree	ment, u	vices") nless ot	of Services. BB&K shall serve as General Counsel and shall perform legal as may be required from time to time by the Client as set forth by this herwise agreed to by the Client and BB&K. As part of the Services to be BB&K shall be responsible for the following:	
		3.2.1	Preparation for, and attendance at, regular meetings of the Client;	
		3.2.2	Provision of legal counsel at such other meetings as directed by the Client;	
	_	orts, ord	Preparation or review of Client ordinances and resolutions, together with ders, agreements, forms, notices, declarations, certificates, deeds, leases and equested by the Client;	
		3.2.4	Rendering to the officers and employees of the Client legal advice and	

opinions on all legal matters affecting the Client, including new legislation and court decisions, as

- 3.2.5 Researching and interpreting laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the Client on legal matters pertaining to Client operations, as directed by the Client;
- 3.2.6 Performing legal work pertaining to property acquisition, property disposal, public improvements, public rights-of-way and easements, as directed by the Client;
- 3.2.7 Responding to inquiries and review for legal sufficiency ordinances, resolutions, contracts, and administrative and personnel matters, as directed by the Client;
- 3.2.8 Representing and assisting on litigation matters, as directed by the Client. Such services shall include, but shall not be limited to, the preparation for and making of appearances, including preparing pleadings and petitions, making oral presentations, and preparing answers, briefs or other documents on behalf of the Client, and any officer or employee of the Client, in all federal and state courts of this State, and alternative dispute resolution officer, and before any governmental board or commission, including reviewing, defending or assisting any insurer of the Client or its agents or attorneys with respect to any lawsuit filed against the Client or any officer or employee thereof, for money or damages.

ADDITIONAL SERVICES FOR AN ADDITIONAL FEE

- 3.2.9 **BB&K's Project 5 Program**. Provides participants with memoranda summarizing new changes in case law under the California Environmental Quality Act ("CEQA"), an annually updated set of CEQA notices and forms to aid participants in meeting CEQA's requirements, an annually updated set of Local CEQA Guidelines and a draft Resolution for adopting Local CEQA Guidelines, memoranda summarizing pending and recently passed CEQA legislation, and other CEQA resources and materials. Memoranda, forms, and guidelines are provided to participating agencies via the CEQA Guidelines Client Portal, a secure website providing an on-demand and continually updating library of CEQA resources. By providing our Project 5 Program updates to a large pool of participants, BB&K is able to divide the overall cost of the products among all participants and charge only a fraction of the total costs to the individual client agencies.
- 3.2.10 BB&K's Advanced Records Center Services. Through its new Advanced Records Center ("ARC"), BB&K combines its legal acumen and experience with cutting-edge technology to provide comprehensive and cost-effective support for non-routine records-related matters. Specifically, at the Client's option, the ARC team will assist Client with non-routine Public Records Act Processing and Policy Drafting, as detailed below. See Exhibit "A" for more details.
- 3.2.11 **BB&K Trainings**. Best Best & Krieger LLP offers a variety of trainings to public agency and private business leadership and staff on topics required by law, as well as preventative and educational legal topics. The trainings are interactive and can be given onsite, via live webinar or virtual on-demand. Some of our most popular trainings include AB 1234 Ethics, Workplace Civility and Sexual Harassment Avoidance Training, The Brown Act "Open Meetings Law," Crystalizing Your Agency's CPRA Policies & Procedures and SB 1343 Sexual Harassment Avoidance Training for Non-Supervisors.

- 3.2.12 **BB&K's Election Law Center Subscription Services**. Participants in BB&K's Election Law Center will be given access to up-to-date election document templates, including resolutions and other mandatory election documents. The annual subscription also gives participants access to BB&K's Election Law Center hotline, which participants can use for guidance on day-to-day election law questions that arise during campaign and election season.
- 3.3 <u>Designated General Counsel</u>. Andreas Booher shall be designated as General Counsel, and shall be responsible for the performance of all Services under this Agreement, including the supervision of Services performed by other members of BB&K. Brian Hughes shall be designated as Deputy General Counsel, and shall attend such meetings as may be requested by the General Counsel. Andreas Booher shall be designated as Successor Agency Counsel. No change in these assignments shall be made without the consent of the Client.
- 3.4 <u>Time of Performance</u>. The Services of BB&K shall be performed expeditiously in the time frames and as directed by the Client.
- 3.5 <u>Assistance</u>. The Client agrees to provide all information and documents necessary for the attorneys at BB&K to perform their obligations under this Agreement.
- 3.6 <u>Independent Contractor</u>. BB&K shall perform all legal services required under this Agreement as an independent contractor of the Client and shall remain, at all times as to the Client, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the Client, nor any of its employees, shall have any control over the manner, mode or means by which BB&K, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. The Client shall have no voice in the selection, discharge, supervision or control of BB&K's employees, representatives or agents, or in fixing their number, compensation, or hours of service.
- 3.7 Fees and Costs. BB&K shall render and bill for legal services in the following categories and at rates set forth in Exhibit "A" and in accordance with the BB&K Billing Policies set forth in Exhibit "B", both of which are attached hereto and incorporated herein by reference. In addition, the Client shall reimburse BB&K for reasonable and necessary expenses incurred by it in the performance of the Services under this Agreement. Authorized reimbursable expenses shall include, but are not limited to, printing and copying expenses, mileage expenses at the rate allowed by the Internal Revenue Service, toll road expenses, long distance telephone and facsimile tolls, computerized research time (e.g. Lexis or Westlaw), research services performed by BB&K's library staff, extraordinary mail or delivery costs (e.g. courier, overnight and express delivery), court fees and similar costs relating to the Services that are generally chargeable to a client. However, no separate charge shall be made by BB&K for secretarial or word processing services.
- 3.8 <u>Billing</u>. BB&K shall submit monthly to the Client a detailed statement of account for Services. The Client shall review BB&K's monthly statements and pay BB&K for Services rendered and costs incurred, as provided for in this Agreement, on a monthly basis.
- 3.9 <u>Annual Reviews</u>. The Client and BB&K agree that a review of performance and the compensation amounts referenced in this Agreement should occur at least annually.
- 3.10 <u>Insurance</u>. BB&K carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State

of California. A declaration page containing information about BB&K's errors and omissions insurance policy is available upon Client's request.

- 3.11 Attorney-Client Privilege. Confidential communication between the Client and BB&K shall be covered by the attorney-client privilege. As used in this article, "confidential communication" means information transmitted between the Client and BB&K in the course of the relationship covered by this Agreement and in confidence by a means that, so far as the Client is aware, discloses the information to no third persons other than those who are present to further the interests of the Client in the consultation or those to whom disclosure is reasonably necessary for the transmission of the information or the accomplishment of the purpose for which BB&K is consulted, and includes any legal opinion formed and advice given by BB&K in the course of this relationship.
- 3.12 <u>Termination of Agreement and Legal Services</u>. This Agreement and the Services rendered under it may be terminated at any time upon thirty (30) days' prior written notice from either party, with or without cause. In the event of such termination, BB&K shall be paid for all Services authorized by the Client and performed up through and including the effective date of termination. BB&K shall also be reimbursed for all costs associated with transitioning any files or other data or documents to a new law firm or returning them to the Client.
- 3.13 <u>Entire Agreement</u>. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.
- 3.14 <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of California. Venue shall be in Alameda County.
- 3.15 <u>Amendment; Modification</u>. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- 3.16 <u>Waiver</u>. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- 3.17 <u>Invalidity</u>; <u>Severability</u>. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.18 <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.19 <u>Delivery of Notices</u>. All notices permitted or required under this Agreement notices 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. 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:

Client:

BB&K:

3.20 <u>Indemnification</u>.

- (A) BB&K agrees to indemnify Client its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising from the negligent acts or omissions of BB&K hereunder, or arising from BB&K's negligent performance of any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the negligence or willful misconduct of Client, its officers, agents or employees.
- (B) Client acknowledges BB&K is being appointed as General Counsel pursuant to the authority of Government Code Section 36505, and has the authority of that office. Accordingly, the Client is responsible pursuant to Government Code Section 825 for providing a defense for the General Counsel for actions within the scope of its engagement hereunder. Therefore, Client agrees to undertake its statutory duty and indemnify BB&K, its officers, employees and agents against and will hold and save each of them harmless from, any and all claims or liabilities that may be asserted or claims by any person, firm or entity arising out of or in connection with the work, operations or activities of BB&K within the course and scope of its performance hereunder, but nothing herein shall require Client to indemnify BB&K for liability arising from its own negligence or alleged negligence. In connection herewith:
- (i) Client will promptly provide a defense and pay any judgment rendered against the Client, its officers, agency or employees for any such claims or liabilities arising out of or in connection with such work, operations or activities of Client hereunder; and
- (ii) In the event BB&K, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Client for such damages or other claims solely arising out of or in connection with the work operation or activities of Client hereunder, Client agrees to pay to BB&K, its officers, agents or employees any and all costs and expenses incurred by attorney, its officers, agents or employees in such action or proceeding, including, but not limited to, legal costs and attorneys' fees.

IN WITNESS WHEREOF, the Client and BB&K have executed this Agreement for General Counsel Legal Services as of the date first written above.

(signatures contained on following page)

SIGNATURE PAGE TO AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES BETWEEN

CLEAR CREEK COMMUNITY SERVICES DISTRICT AND

BEST BEST & KRIEGER LLP

	<u></u> :		
By:	Name:		
ATT]	EST:	#4	
By:	Name:		
BEST	Γ BEST & KRIEGER LLP:		
By:	Name: Andreas Booher Title: Partner		

EXHIBIT A

TO AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES BETWEEN CLEAR CREEK COMMUNITY SERVICES DISTRICT AND BEST BEST & KRIEGER LLP

BILLING ARRANGEMENTS

- 1. <u>Basic Legal Services Description</u>. Basic legal services shall include all services provided to the District that are not otherwise specifically identified below as other types of specialized legal services.
- 2. <u>Basic Hourly Rates</u>. The Client shall pay for Basic Legal Services at the following rates:

Attorney \$335.00

Paralegals, Law Clerks,

Analysts \$195.00

3. PRA Processing tasks handled by the Advanced Records Center (ARC) will be billed at the following rates:

Attorneys, Paralegals,

Law Clerks, Analysts \$265.00

- 4. <u>Special Legal Services Description.</u> Special Legal Services including, but not limited to the following types of matters: litigation and formal administrative or other adjudicatory hearing matters, labor relations and employment matters, real estate, land acquisition and disposal matters, taxes, fees and charges matters, public construction disputes, non-routine contract negotiation matters, non-routine land use and development matters, environmental matters, CEQA & NEPA matters, water law matters (e.g. water rights & quality), tax and ERISA and Employment Benefits matters, toxic substances matters, public utility matters (e.g. electric, natural gas, telecommunications, water, rail or transit that involve state or federal regulatory issues), renewable energy and power purchase agreements, intergovernmental Relations and Advocacy efforts (e.g. legislative and regulatory representation) at the federal and state level, and other matters mutually agreed upon between BBK and the District Manager.
- 5. <u>Special Legal Services Rates.</u> The Client shall pay for Special Legal Services at hourly rates that currently fall within the following rate ranges:

Partners and Of Counsel \$345 - \$685

Associates \$275 - \$395

Paralegals, Law Clerks, Analysts \$205 - \$265

Consultants/Government Affairs \$285 - \$510

- 6. Agreement Regarding Rate Categories. If BB&K believes that a matter falls within the Special Legal Services, Third Party Reimbursable Legal Services, or Public Finance Legal Services rate categories, BB&K shall seek approval from the District Manager or his/her designee. The District Manager's or her designee's approval of such a request from BB&K shall not be unreasonably withheld.
- 7. Other Billing Personnel. If, as, and when BB&K employs additional or different billing personnel, this Agreement may be supplemented by written administrative memoranda, providing for the categories and billing rates for such personnel, which memoranda may be approved by the District Manager.

8. <u>Annual Adjustments</u>.

The above blended rates will be adjusted annually. Beginning July 1, 2026, and every July 1 thereafter with advanced written notice, both the General Counsel rates and ARC blended rate shall be increased for the change in the cost of living for the most recently published twelve (12) month period, as shown by the U.S. Department of Labor in its All Urban Consumers Index set forth San Francisco-Oakland-Hayward, CA area (bi-monthly) provided, however, that such adjustment shall never be lower than three percent (3%), rounded to the nearest five dollars (\$5.00). The Special Counsel individual rates are subject to annual adjustment as well, adjusting for inflation and market trends as is appropriate for each area of specialization. Our private rates used for Third Party Reimbursable matters are adjusted annually every December 1st. In addition to the automatic rate increases, either BB&K or the Client may initiate consideration of a rate increase at any time.

- 9. <u>Third Party Reimbursable Legal Services Description</u>. Third Party Reimbursable Legal Services shall include legal services provided to the Client for which the Client receives reimbursement from a developer or other third party. These reimbursable legal services include, but are not limited to, negotiation and review of development agreements, planning entitlements, review of CC&Rs; establishment of financing districts (i.e., Community Facilities Districts; Assessment Districts; Landscape and Lighting Maintenance Districts); the processing of land use/environmental projects for which the Client is entitled to reimbursement, as well as defending any challenges to project entitlements or any dispute or litigation related to such reimbursable legal services.
- 10. <u>Third Party Reimbursable Legal Services Rates</u>. The Client shall pay for Third Party Reimbursable Legal Services at BB&K's then current published standard private client rates.
- 11. <u>Public Finance Services</u>. BB&K will provide bond counsel, special counsel and/or disclosure counsel services at the request of the Client.

Bond and Disclosure Counsel Services. Such bond counsel services include meeting and conferring with Client's staff and municipal advisor to structure the financing, the preparation of all legislative approvals and legal documentation relating to the appropriate sale and delivery of

the bonds, notes or other obligations. BB&K will also prepare such closing certificates and legal opinions necessary for the delivery of the bonds. As disclosure counsel, we will prepare the Official Statement along with other required disclosure documents for the Client and conduct the necessary due diligence related to the transaction. Our fees will be determined based upon the type of financing and the expected involvement of the attorneys involved. We will provide the Client with a detailed description of our services and our fees and reimbursable costs upon the Client's request.

Special Counsel Services. Special Counsel legal services may include, but are not limited to, general public finance advice related to items, including but not limited to, investment policies, bond administration, compliance with tax or continuing disclosure covenants, formation of special taxing districts, such as community facilities districts or assessment districts, annexation to special taxing districts, or administration of such districts. Such services shall be provided at our special counsel rate on an hourly basis and billed as such. Notwithstanding the foregoing, in those cases where the fees are reimbursable by a third party, such as a developer, at BB&K's option it may proceed on an hourly basis and utilize the Third Party Reimbursable Legal Services category provided for in this agreement, including with respect to services rendered for the formation of, or annexation to, a CFD (of either the Client or other local public agency), as well as the negotiation and preparation of funding agreements and joint financing agreements.

EXHIBIT B

TO AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES BETWEEN CLEAR CREEK COMMUNITY SERVICES DISTRICT AND BEST BEST & KRIEGER LLP

BB&K BILLING POLICIES

Our century of experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, billing and payment terms. Therefore, this statement is intended to explain our billing policies and procedures. Clients are encouraged to discuss with us any questions they have about these policies and procedures. Clients may direct specific questions about a bill to the attorney with whom the client works or to our Accounts Receivable Department (accounts.receivable@bbklaw.com). Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and the firm.

Invoice and Payment Options

Best Best & Krieger strives to meet our clients' needs in terms of providing a wide variety of invoice types, delivery and payment options. Please indicate those needs including the preferred method of invoice delivery (Invoice via Email; or USPS). In addition, accounts.receivable@bbklaw.com can provide a W-9 upon request and discuss various accepted payment methods.

Fees For Electronically Stored Information ("ESI") Support and Storage

BBK provides Electronically Stored Information ("ESI") services for matters requiring ESI support, which are matters with a document population over 1 GB – typically litigation or threatened litigation matters. BBK provides services for basic ESI processing and storage at the following rates per month based on the number of gigabytes of data ("GB") processed and stored:

1GB -250GB: \$10 per GB 251GB - 550GB: \$8 per GB 551GB - 750GB: \$6 per GB 751GB - 1TB: \$4 per GB

The amount BBK charges for basic processing and storage of ESI allows BBK to recover the costs of providing such services, plus a net profit for BBK. BBK believes that the rates it charges for processing and storage are lower than comparable services available from third party vendors in the market. If you wish to contract separately with a third party vendor for processing and storage costs, please notify PracticeSupportServices@bbklaw.com in writing. BBK also provides advanced ESI processing services at hourly rates for personnel in its Litigation Support Group. A copy of BBK's current rates for such services will be provided upon request.

Fees for Professional Services

Unless a flat fee is set forth in our engagement letter with a client, our fees for the legal work we will undertake will be based in substantial part on time spent by personnel in our office on that client's behalf. In special circumstances which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client.

Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client's behalf. All legal services are billed in one-tenth of an hour (0.10/hour) or six-minute increments. Our attorneys are currently billed at rates from \$260 to \$1085 per hour, and our administrative assistants, research assistants, municipal analysts, litigation analysts, paralegals, paraprofessionals and law clerks are billed at rates from \$145 to \$350 per hour for new work. These rates reflect the ranges in both our public and our private rates. These hourly rates are reviewed annually to accommodate rising firm costs and to reflect changes in attorney status as lawyers attain new levels of legal experience. Any increases resulting from such reviews will be instituted automatically and will apply to each affected client, after advance notice.

Non-Attorney Personnel: BBK may employ the services of non-attorney personnel under the supervision of a BBK attorney in order to perform services called for in the legal services agreement. The most common non-attorney personnel utilized are paralegals. Other types of non-attorney personnel include, but are not limited to, case clerks, litigation analysts, and specialty consultants. The client agrees that BBK may use such non-attorney personnel to perform its services when it is reasonably necessary in the judgment of the responsible BBK attorney. Hourly fees for non-attorney personnel will be charged at the rate then in effect for such personnel. A copy of BBK's current rates and titles for non-attorney personnel will be provided upon request.

Fees For Other Services, Costs and Expenses

We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include but are not limited to, mileage at the current IRS approved rate per mile, extraordinary telephone and document delivery charges, copying charges, computerized research, court filing fees and other court-related expenditures including court reporter and transcription fees. No separate charge is made for secretarial or word processing services; those costs are included within the above hourly rates.

We may need to advance costs and incur expenses on your behalf on an ongoing basis. These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges, we need to have sufficient funds on hand from you to pay them when due. We will advise the client from time to time when we expect items of significant cost to be incurred, and it is required that the client send us advances to cover those costs before they are due.

Advance Deposit Toward Fees And Costs

Because new client matters involve both a substantial undertaking by our firm and the establishment of client credit with our accounting office, we require an advance payment from

clients. The amount of this advance deposit is determined on a case-by-case basis discussed first with the client, and is specified in our engagement letter.

Upon receipt, the advance deposit will be deposited into the firm's client trust account. Our monthly billings will reflect such applications of the advance deposit to costs and not to attorney's fees (unless otherwise noted in our accompanying engagement letter). At the end of engagement, we will apply any remaining balance first to costs and then to fees. We also reserve the right to require increases or renewals of these advanced deposits.

By signing the initial engagement letter, each client is agreeing that trust account balances may be withdrawn and applied to costs as they are incurred and to our billings, when we issue our invoice to the client. If we succeed in resolving your matter before the amounts deposited are used, any balance will be promptly refunded.

Monthly Invoices and Payment

Best Best & Krieger LLP provides our clients with monthly invoices for legal services performed and expenses incurred. Invoices are due and payable upon receipt.

Each monthly invoice reflects both professional and other fees for services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

Our fees are not contingent upon any aspect of the matter and are due upon receipt. All billings are due and payable within ten days of presentation unless the full amount is covered by the balance of an advance held in our trust account.

It is our policy to treat every question about a bill promptly and fairly. It is also our policy that if a client does not pay an invoice within 60 days of mailing, we assume the client is, for whatever reason, refusing to pay. We reserve the right to terminate our engagement and withdraw as attorney of record whenever our invoices are not paid. If an invoice is 60 days late, however, we may advise the client by letter that the client must pay the invoice within 14 days or the firm will take appropriate steps to withdraw as attorney of record. If the delay is caused by a problem in the invoice, we must rely upon the client to raise that with us during the 14-day period. This same policy applies to fee arrangements which require the client to replenish fee deposits or make deposits for anticipated costs.

From time to time clients have questions about the format of the bill or description of work performed. If you have any such questions, please ask them when you receive the bill so we may address them on a current basis.

Changes in Fee Arrangements and Budgets

It may be necessary under certain circumstances for a client to increase the size of required advances for fees after the commencement of our engagement and depending upon the scope of the work. For example, prior to a protracted trial or hearing, the firm may require a further advance payment to the firm's trust account sufficient to cover expected fees. Any such changes in fee arrangements will be discussed with the client and mutually agreed in writing.

Because of the uncertainties involved, any estimates of anticipated fees that we provide at the request of a client for budgeting purposes, or otherwise, can only be an approximation of potential fees.

BEST BEST & KRIEGER LLP

PROPOSAL - DISTRICT COUNSEL

Clear Creek Community
Services District

prentice|LONG,



A LAW FIRM FOUNDED ON THE PRINCIPLE OF SERVICE

August 11, 2025

Via Email - Jim. Wadleigh@clearcreekcsd.org

Jim Wadleigh, Interim General Manager Clear Creek Community Services District

Re: Proposal to Serve as District Counsel

Dear Jim:

Thank you for reaching out to Prentice|Long, PC. We respectfully submit this proposal to serve as District Counsel to Clear Creek Community Services District ("District").

Prentice|Long, PC ("Firm") is a law firm founded on the principle of service. Our Firm is comprised of seasoned and experienced attorneys with a proven track record. Every attorney in the Firm stays upto-date on the changing laws surrounding municipalities.

We are pleased to be able to offer a full suite of legal services to the District. We advise public agencies on issues such as labor/employment, municipal law, water law, wastewater issues, public contracts and land use matters. We have a successful litigation record that extends all the way up to the Supreme Court of the United States. Prentice|Long, PC is also known for our trainings, which are made available to all of our clients on such matters as the Ralph M. Brown Act, sexual harassment, ethics standards for public employees, and personalized trainings to meet your needs.

The proposed price will be valid for a period of 90 days.

If you have any questions, please feel free to contact me at (530) 691-0800 or via email at margaret@prenticelongpc.com. We also encourage you to visit our website at www.prenticelongpc.com. Thank you for considering our proposal for legal services and very much look forward to the opportunity to serve Clear Creek Community Services District.

Very truly yours,

Margaret Long

Margaret Long, Managing Partner



A LAW FIRM FOUNDED ON THE PRINCIPLE OF SERVICE

INTRODUCTION

Prentice|Long, PC is a municipal law firm founded with the purpose of providing public agencies with first class legal services at a fair and reasonable rate. The Firm is a full-service municipal law firm which is able to provide affordable rates due to a business structure that maintains a reasonable overhead with built-in efficiencies. Prentice|Long, PC is extremely qualified to provide the services necessary to safeguard the legal needs of the District. The Firm has built a reputation for being responsive, accurate, and proactive. We look forward to bringing our passion for protecting and serving public entities to the District.

BACKGROUND AND APPROACH TO LEGAL SERVICES

Prentice|Long, PC views the role of District Counsel as a partnership with the Board and the District Manager to advance the policies of the District. It is our goal to find legal solutions to problems that may interfere with the District's goals and objectives.

District Counsel will provide regular reports to the District Board regarding any outstanding litigation or other legal issues pending. However, we do not provide legal advice to an individual member as doing so could create a conflict of interest. We are able to serve the District on site, so we can be present if any issues arise. In addition, we are always available by email and telephone, including cell phone.

We strive to address the District's questions and concerns on the spot, and we do this by staying current with legal standards and case law. However, there are times when a question from a Board member or staff may require further research. Under those circumstances, we generally try to respond within 24 hours to avoid keeping our clients waiting.

The tracking of legal fees is done through advanced technology and personnel. Fees are always reviewed, prior to billing, by at least two partners for accuracy and to identify trends in billing which may be problematic.



The Firm has never had a contract terminated by any public or private entity and our methodology is based upon service. We listen to our clients, ask follow-up questions, research anything necessary, and deliver sound legal advice both quickly and effectively.

WORK PLAN

The Firm has offices in Redding with satellite offices in Red Bluff and Hollister, California. District Counsel will serve the District from the Redding office, and will attend Board meetings, and other meetings, as requested, in person.

Prentice|Long, PC offers its clients a full range of experience and knowledge to assist in the District's regular work. Our Firm offers trainings specialized for the District's specific needs, including all mandated trainings, such as the Ralph M. Brown Act, ethics, and sexual harassment, with written materials. We also offer non-mandated trainings that are frequently requested and not only reduce liability within the District, but build staff knowledge and confidence. These trainings are personalized to fit the needs of each client and include handouts, presentation materials, and case studies specifically tailored to assist our clients in understanding the complex issues involved in public agency law.

Prentice|Long, PC has recently provided personalized training sessions in several subjects, including the Fair Labor Standards Act, Labor Negotiations, Workplace Discipline, Workplace Investigations, the Brown Act, Ethics, and Proposition 218.

Prentice|Long, PC prides itself on employing a team of legal support staff including law clerks, paralegals and legal assistants who are well-versed in public agency law, litigation and document drafting. District Counsel will work with the District Manager and Department Heads to build a trusted team, with shared goals for the District.

LEGAL TEAM

Amanda Uhrhammer

Proposed District Counsel

Margaret Long

Proposed Assistant District Counsel

In addition to Ms. Uhrhammer and Ms. Long, the Firm has additional attorneys trained to handle all of the legal needs of the District, and no attorneys in the Firm are the subject of a State Bar complaint.



Ms. Uhrhammer would be the District's primary point of contact, attend a majority of the meetings, and would serve as the District Counsel.

RESUMES



Amanda Uhrhammer

Amanda Uhrhammer is a partner at Prentice|Long, PC. Ms. Uhrhammer's practice includes municipal law, workplace investigations, civil litigation, labor and employment law, and business law. Ms. Uhrhammer is currently the County Counsel for Lassen County.

Prior to joining Prentice|Long, PC, Ms. Uhrhammer was the Assistant County Counsel and then Interim HR Director of Nevada County. From 2011-2015, Ms. Uhrhammer was Senior Counsel at a Sacramento firm, representing primarily school districts. In 2010, Ms. Uhrhammer worked in a Roseville firm handling legal malpractice defense. From 1997-2009, Ms. Uhrhammer worked at a large firm in Sacramento representing primarily law enforcement associations, departing as the Managing Partner.

Ms. Uhrhammer has considerable experience in advising municipalities, and public and private organizations, on issues relating to employment, labor, workplace investigations, law enforcement, land use, eminent domain, public contracting, cannabis law, Proposition 218, and the Brown Act. Ms. Uhrhammer's expertise includes civil litigation, workplace investigations and employment matters. Ms. Uhrhammer also has experience in providing advice to planning commissions, water districts, community services districts, municipal airports and local transportation authorities. Ms. Uhrhammer provides training to public and private entities on a wide variety of topics, including sexual harassment, ethics, employment matters, and legal updates.

For her private sector clients, Ms. Uhrhammer regularly provides advice regarding workplace investigations, wage and hour issues, employment practices, discrimination, and sexual harassment matters. In litigation, Ms. Uhrhammer has represented clients in the full range of civil litigation issues, with particular emphasis on complex labor and employment matters. Ms. Uhrhammer remains actively involved with her clients from intake through the appellate process and has three published matters: *Pitts v. District of Sacramento* (2006) 138 Cal.App.4th 853; *Coleman v. Standard*



Life Ins. Co., 288 F.Supp.2d 1116 (E.D.Cal. 2003); *Guarino v. County of Siskiyou* (2018) 21 Cal.App.5th 1170.

Education and Activities:

Ms. Uhrhammer received her Bachelor of Arts degree from University of California at Davis in 1991. She received her Juris Doctorate from McGeorge School of Law in 1996.

Ms. Uhrhammer has received awards as Top Lawyer in Employment Benefits from Sacramento Magazine in 2015 and 2016.

Ms. Uhrhammer is a member of the Association of Workplace Investigators, California State Bar Association, and Shasta-Trinity Counties Bar Association.

ADMISSIONS:

- California State Bar (1998)
- United States Supreme Court
- United States Federal District Court, Eastern District of California
- United States Federal District Court, Northern District of California
- United States Federal District Court, Central District of California
- United States Federal District Court, Southern District of California
- Ninth Circuit Court of Appeals





Margaret E. Long

Margaret Engelhardt Long is a founding member of Prentice|Long, PC, and its managing partner. Ms. Long's practice includes municipal law, civil litigation, labor and employment law, and business law.

Prior to forming Prentice|Long, PC, Ms. Long was the managing partner of Cota Cole, LLP's Redding office. From 2005-2013, Ms. Long was an associate with the law firm of Kenny, Snowden & Norine in Redding, California. From 2003-2005, Ms. Long worked at Legal Services of Northern California, as the Managing Attorney.

Ms. Long has considerable experience in advising municipalities and public agencies on issues relating to employment, labor, public nuisance, law enforcement, land use, code enforcement, eminent domain, housing, public contracting, unlawful detainer, medical marijuana abatement, Proposition 218, and the Brown Act. Her expertise includes facilitating local elections and initiatives, and engaging in labor negotiations on behalf of the local entity. She also has experience in providing advice to planning commissions, water districts, community services districts, municipal airports and local transportation authorities. Ms. Long provides training to public and private entities on a wide variety of topics, including sexual harassment, ethics, employment matters, governance, and legal updates. In addition, she represents five counties on their child dependency and Public Guardian matters.

For her private sector clients, Ms. Long regularly provides advice regarding wage and hour issues, employment practices, discrimination and sexual harassment matters. Ms. Long's transactional practice includes representing and advising clients on corporate formation and compliance, as well as contract drafting and review. In litigation, Ms. Long has represented clients in the full range of issues, with particular emphasis on complex labor and employment matters. She remains actively involved with her clients through the appellate process, and was the lead attorney on two published matters: *Dutra v. Mercy Medical Center Mt. Shasta* (2012) 209 Cal.App.4th 750, and *Erlin v. United States* (9th Cir. 2004) 364 F.3d 1127.



Education and Activities:

Ms. Long received her Bachelor of Arts degree with honors from Wesleyan University in 2000. She received her Juris Doctorate from University of California, Davis in 2003, where she received the prestigious honor of becoming a member of The Order of the Barristers.

As an experienced trainer on municipal legal issues, she is regularly asked to present at legal and human resource conferences. She is a member of the California State Bar Association and Shasta-Trinity Counties Bar Association. Ms. Long has served as the Treasurer of the Shasta-Trinity Counties Bar Association, and President of the Shasta County Women's Refuge Board of Directors (One Safe Place), and as a Board Member for Habitat for Humanity.

ADMISSIONS:

- California State Bar (2003)
- United States Supreme Court
- Ninth Circuit Court of Appeals
- United States Federal District Court, Eastern District of California



FIRM QUALIFICATIONS

Prentice|Long, PC is a law firm founded on the principle of service. Our Firm is comprised of seasoned and experienced attorneys with a proven track record of success as advice and litigation counsel. The attorneys of Prentice|Long, PC are dedicated to the welfare of our clients. We pride ourselves on being knowledgeable, and, importantly, understanding our clients' needs. This depth of experience and concern for our clients allows us to truly serve, not just represent.

Personnel, General Liability, and Employee Relations

Our Firm has incomparable experience in all aspects of personnel and employee relations matters. We have advised our public agency clients on virtually all aspects of employee relations, up to and including employee separation and discipline, *Skelly* hearings, and employee arbitrations. When necessary, we have successfully defended public agencies in litigation filed by both current and former employees.

We have handled all types of municipal employment litigation including defense of Department of Fair Employment and Housing (DFEH) claims, Civil Service Commission claims, proceedings before the Public Employee Relations Board (PERB), defense of actions arising from claims before the Equal Employment Opportunity Commission (EEOC), the State Personnel Board, actions under the Family Medical Leave Act (FMLA) and the Fair Labor Standards Act (FLSA). Our experience in state and federal court has produced exceptional results for our clients, particularly in matters involving disability discrimination and alleged violations of the interactive process.

Public Records Act and the Brown Act

Prentice|Long, PC has extensive knowledge of the Public Records Act and the Ralph M. Brown Act. The Firm has assisted newly-formed public agencies and special districts to establish policies and procedures to comply with the Ralph M. Brown Act from inception. We have also developed an interactive training seminar which we offer to educate our clients as to recent developments in the Ralph M. Brown Act and the legislatively or judicially enacted modifications. On behalf of our public agency and special district clients, we regularly and routinely respond to requests made pursuant to the Public Records Act.

Land Use, CEQA, and Other Environmental Issues

Prentice|Long, PC represents clients in all aspects of land use and environmental law. Our attorneys have significant familiarity litigating environmental disputes, defending clients against government enforcement actions, and handling real property issues and transactions, including purchase, sale, and leasing of contaminated property, rights-of-way and easements, property disposal, and public



improvements. Our scope of this experience includes advice and representation, on site investigations and remedial actions, general plans and zoning, special use permits, the Subdivision Map Act, CEQA and NEPA, CERCLA, California Hazardous Substance Account Act, RCRA, Porter-Cologne, Proposition 65, air and water quality, water supply and rights, and utilities issues.

Prentice|Long, PC's attorneys have the capability of advising public and private clients regarding compliance with hazardous materials laws and regulations, including those involving preparation of hazardous materials business plans and regulation by certified unified program agencies. Our attorneys have litigated a variety of matters involving hazardous waste discharges, including claims under CERCLA and HSAA, RCRA, and other federal and state laws, and have also handled and are familiar with NPDES permitting issues.

General Municipal Matters

Prentice|Long, PC has an exceptional depth of experience in the full range of legal issues affecting special districts. We routinely advise on matters involving public contracts and procurement, labor and employment, constitutional restrictions on local government, municipal finance, and municipal liability and immunities.

Groundwater Management

Prentice|Long, PC has broad experience with the local groundwater management and Sustainable Groundwater Management (SGM) Programs. Specifically, the Firm serves as Attorney to Sierra Valley Groundwater Management District and Modoc County Groundwater Advisory Committee. We are experienced and understand resources available to local agencies and can provide detailed guidance in managing groundwater basins sustainably.

Proposition 218 Compliance

Prentice|Long, PC is considered one of the leading experts on Proposition 218 compliance. The firm frequently lectures on that subject, and wrote and published a popular Proposition 218 manual that is still used today.

REFERENCES

Gabriel Hydrick
Chief Administrator
Tehama County
530-527-4655
rghydrick@co.tehama.ca.us

Proposal –District Counsel Clear Creek Community Services District prentice LONG .c

Dan Newton
City Manager
City of Susanville
530-252-5102
dnewton@cityofsusanville.org

Chester Robertson
County Administrative Officer
Modoc County
530-233-7660
chesterrobertson@co.modoc.ca.us

CONFLICTS OF INTEREST





The Firm is not aware of any conflict of interest with our current clients. Should an actual conflict arise after our appointment, Prentice|Long, PC would take all necessary steps to eliminate such conflict and ensure proper representation.

PROPOSAL TYPE/FEE SCHEDULE HOURLY RATE - DISTRICT COUNSEL LEGAL SERVICES

The proposed fee structure and hourly rates are subject to further negotiation or revision, depending on the District's needs. If a flat rate option is preferred, please let our office know and we can provide a revised compensation proposal.

Attorney	\$195 per hour
Law Clerk/Paralegal	\$90 per hour

COST SCHEDULE

Any other expense not listed above that becomes necessary for the successful resolution of a client matter	Actual cost and upon preapproval of District Manager
2.0% administrative fee in lieu of separate charges for phone, fax and copies	Based on the amount of fees billed during the month
Reasonable travel expenses (mileage)	Applicable IRS rate per mile x number of miles



INSURANCE

Prentice|Long, PC maintains professional malpractice insurance in the amount of not less than \$2 million per occurrence, and will agree to maintain throughout the term of this Agreement.

CONCLUSION

Prentice|Long, PC is excited about the opportunity to represent Clear Creek Community Services District as District Counsel. We are qualified to take on this task, and are committed to working closely with District staff should we be selected. We ask that you contact our references and very much appreciate Clear Creek Community Service District's consideration.

Thank you, Prentice|Long, PC



5880 Oak Street, Anderson, CA 96007 Phone: (530) 357-2121 cccsd@clearcreekcsd.org

MEMO

Date: October 15, 2025 **To:** Board of Directors

From: General Manager – Dale Mancino

Re: 14 – Approval to Enter into an Agreement with Collections Agency (Discussion/Action)

Discussion/Action:

Background:

The District currently has 92 closed, stale accounts with outstanding balances totaling \$31,611.18. We have no forwarding contact information for the account holders, and they no longer reside at the associated properties. Staff has determined that utilizing a professional debt collection agency is the most viable method to recover at least a portion of these outstanding balances, rather than writing off the debt entirely.

Discussion:

Empire Credit and Collections, a reputable corporate debt collection agency that serves numerous utility agencies. Key points of the proposed arrangement include:

- No upfront fees: The District will not incur any annual or monthly fees.
- Contingency-based collection: Empire Credit and Collections collects 30% of any debt recovered.
- No financial risk: There are no fees required from the District if no debt is collected.
- Credit reporting: Empire Credit and Collections reports collected debts to credit bureaus, potentially incentivizing payment.
- No formal contract required: The District can engage their services without entering into a binding long-term contract.

Fiscal Impact:

No fiscal impact, fees are contingency based. Empire Credit and Collections collects 30% of any debt they recover.

Recommendation:

Authorize staff to enter into an agreement with Empire Credit and Collections for debt recovery.

Attachments:

1. Empire Credit and Collections Service Agreement



A Proven Leader in Corporate Debt Collection

Empire Credit and Collection Agency is a premier enterprise debt recovery solution. We specialize in high-value commercial collections across a wide range of industries. In our 40 years of experience, we have developed an efficient, technology-driven approach that produces compliance and results.



Phase 1



No Recovery - No Fee Process

At Empire Credit and Collection, our No Recovery, No Fee service ensures you only pay when we successfully recover your funds. This risk-free model is designed to prioritize your financial goals while delivering exceptional results through a combination of industry expertise and cutting-edge technology.

The first phase is built around our professional collectors leveraging state of-the-art debt recovery technology, including:



AI-Powered Analytics

Machine learning algorithms analyze debtor behavior, allowing us to prioritize accounts with the highest likelihood of recovery and customize outreach strategies.



Omnichannel Communication

Our outreach includes personalized SMS, email, and automated voice messaging, ensuring debtors are engaged through their preferred communication channels.



Advanced Skip Tracing

We utilize comprehensive databases and cutting-edge skip tracing tools to locate hard-to-reach debtors, ensuring no lead goes unexplored.



During this phase, our collectors use a balanced approach—combining the human element of negotiation and empathy with data-driven tactics to maximize recovery rates. Daily contact attempts are made during the first 60 days, with messages tailored to encourage voluntary repayment while preserving your business relationships.

With our fully-transparent compliance strategy we will deliver you unparalleled debt collection.

F: 631-956-9217

Phase 2



Litigation Assessment (If Necessary)

If all attempts to resolve the matter continue to fail, we will provide a detailed explanation of the issues surrounding the case and present our recommendation for the next and final step. Our recommendation will be one of two options:

1. Case Closure:

Machine learning algorithms analyze debtor behavior, allowing us to prioritize accounts with the highest likelihood of recovery and customize outreach strategies.

2. If litigation is an option, you will have a decision to make:



Decline Legal Action

Should you choose not to proceed, we will close the case with no fees owed to our firm or affiliated attorney.



Proceed with Legal Action

If you opt to pursue litigation, you will be responsible for upfront legal costs such as court costs, filing fees, and process serving fees. These fees typically range from \$900 to \$1,800 depending on the debtor's jurisdiction and case specifics. Upon receipt of these funds, our affiliated attorney will immediately file a lawsuit on your behalf to recover all monies owed, including the costs associated with initiating the legal action.

Once litigation is underway, we will exhaust every legal method permitted by law to maximize the chances of a successful recovery. Legal remedies may include obtaining a judgment and pursuing enforcement actions such as wage garnishments, bank levies, and property liens. Throughout the litigation process, our team works closely with the assigned attorney to ensure prompt action, strategic filings, and timely updates to you. We are committed to aggressive yet ethical enforcement, ensuring all legal avenues are pursued while remaining compliant with all applicable federal and state regulations.

If litigation efforts do not result in recovery, the case will be closed with no financial obligation to you from our firm or affiliated attorney. For more information or to get started, visit empirecollectionagency.com.

Account Placement Form



Client Info:	
Company Name	
Contact Name and Title	
Address	
City, State, Zip	
Phone	
Fax	
E-mail	

Debtor Info:	
Company or Individual Name	
Address	
City, State, Zip	
Country	
E-mail	
Phone	
Fax	
Principle Amount Owed	
Interest/Fees	
Primary Contact	
SS or Tax ID #	
Service or Product Provided	
Date Provided	
Terms Offered	
Additional Information	
Signed Contracts Available?	Yes No

Service Agreement



Terms and Conditions

This agreement is made this date between Empire Credit and Collection, Inc. and _ hereinafter referred to as Creditor/Client and is for the collection of delinquent accounts by Empire Credit and Collection or its network of attorneys and collection specialists on behalf of Creditor/Client.

- 1. It shall be the intent of the Creditor/Client to retain the services of Empire Credit and Collection for the purpose of providing debt collection services. In the interest and spirit of maintaining the highest level of ethical and professional standards the parties agree to conduct themselves in accordance with the terms stated below.
- 2. Creditor/Client warrants the validity, amount and authenticity of all claims placed with Empire Credit and Collection for collection. Upon request, Creditor/Client agrees to forward documentation to Empire Credit and Collection to prove the amount and authenticity of the claim when requested. Any partial payments or full payments received after the date the account is submitted, are subject to fees pursuant to article 5 below.
- 3. Empire Credit and Collection is to act as it deems appropriate in the collection of claim(s) and is authorized to accept partial payments. Furthermore, Empire Credit and Collection shall have the right to endorse for deposit and collection any checks payable to the Creditor/Client. The compromise or settlement of any claim(s) will not be made without the consent of the Creditor/Client.
- 4. Creditor/Client agrees to cease all communication with the debtor(s). Creditor/Client agrees that the claim(s) is/are not to be handled by any other institution, collection agent, or representative. Creditor/Client agrees to inform Empire Credit and Collection immediately as to the nature and content of all contacts which debtor(s) makes or attempts to make directly with the Creditor/Client. Claim(s) that are compromised by the Creditor/Client and or settled directly with the debtor are subject to fees pursuant to article 5 of this agreement. Any payments paid directly by the debtor(s) to the Creditor/Client, partial or full shall be subject to fees pursuant to Article 5 of this agreement.
- 5. All claims placed with EMPIRE CREDIT AND COLLECTION by Creditor/Client regardless of amount shall be billed at the following rates below. If our company or you (client) do not receive any payments, you owe us absolutely nothing! If any partial or full payment is made to you (client) or our company, we are due our commission rate below:
 - 30% of the amount collected on accounts that are under (1) year in age.
 - 30% of the amount collected on accounts that are over (1) year in age.
 - 30% of any claim placed that has a principal value less than \$500.00.
 - 50% of the amount collected that are forwarded to an outside attorney that require litigation.
- 6. In the event claim(s) are withdrawn due to account placement error or are discovered to be previously paid shall be billed at a rate of 10% as an administrative, clerical and initiation fee. Once a payment is made on an account or legal Proceedings have been initiated, whether pre or post judgment the withdrawal or cancellation of the claim(s) is only permissible after all fees, court cost, and due diligence expenses have been paid. The jurisdiction for resolving any dispute arising under this agreement shall be in Suffolk County, New York, United States of America.
- 7. Cancellation of the agreement must be done in writing. Email your request to admin@empirecollectionagency.com or mail to our address above. Cancellation takes effect 30 days after the request is received. Any payments made prior to cancellation are subject to fees pursuant to Article 5. Claims canceled with active payments arrangements are subject to fees equal to the full balance of the account pursuant to Article 5 of this agreement.

Agreed on this date	
Name (print)	
Position with Company:	
Signature:	



5880 Oak Street, Anderson, CA 96007 Phone: (530) 357-2121 cccsd@clearcreekcsd.org

MEMO

Date: October 15, 2025 **To:** Board of Directors

From: General Manager – Dale Mancino

Re: 15- Rescheduling December Regular Board Meeting (Discussion/Action)

Discussion/Action:

Background:

The District's regular Board meeting is currently scheduled for Wednesday, December 17, 2025.

Discussion:

Given the proximity to the holiday season, the Board may wish to consider rescheduling the December meeting to ensure full participation and minimize potential scheduling conflicts for Board members.

Recommendation:

The Board may advise staff to either:

- 1. Reschedule the December meeting and select a new date, or
- 2. Keep the meeting on December 17 as currently scheduled.



5880 Oak Street, Anderson, CA 96007 Phone: (530) 357-2121 cccsd@clearcreekcsd.org

MEMO

Date: October 15th 2025 **To:** Board of Directors

From: General Manager – Dale Mancino

Re: 16 - Approval to Enter into a Lease with Carrel's Office Solutions

Background:

The District currently has a five-year lease with Western Business Products for our office copier, which expires at the end of November 2025. The current lease includes a base rate of \$328 per month, plus \$0.008 per black-and-white copy and \$0.055 per color copy. Monthly bills from Western Business Products average \$500+ per month.

After numerous phone conversations and an in-person meeting, the Western Business Products representative presented two options:

- 1. Purchase the current machine for \$9,000, assuming responsibility for all repairs and maintenance.
- 2. Renew the lease, which would require a new copier with less printing power than our current machine, at an estimated \$50-\$70 higher monthly cost. Despite multiple requests, staff have not received a written lease renewal estimate.

Discussion:

Carrel's Office Solutions, a family-owned business based in Redding with a long history of servicing local government agencies, has submitted a proposal for a 12-month lease agreement with the following terms:

• Base rate: \$171 per month (no additional fees)

Black-and-white copies: \$0.0075 per page

• Color copies: \$0.065 per page

Based on a 12-month average of our printing usage, the projected costs with Carrel's are:

Black-and-white: \$84 per month

• Color: \$39 per month

This brings the total monthly cost to approximately \$394 per month, representing a savings of \$100–\$300 per month compared to our current arrangement.

Additional benefits of Carrel's proposal include:

- Transparent and predictable pricing with no hidden fees
- High-quality customer service from a local, family-owned business
- Support for a vendor with experience serving local government agencies

Recommendation: Staff recommends the Board approve entering into a 12-month lease agreement with Carrel's Office Solutions for copier services beginning December 2025, based on cost savings, service reliability, and supporting a local business.
Attachments:
I. Agreement Proposal from Carrel's office Solutions

ADA Related Disabilities:

Contact the front office and speak with a Staff Member if special consideration is needed to attend any public meeting for disability related accommodations or aide is needed. Please give 72 hours - notice prior to the meeting to allow staff to meet your requests appropriately.





A Custom KYDCERa TASKalfa 3554ci Multifunctional Document Solution Designed For



Submitted By Amanda Carrel Amanda@Carrels.com Ph. (530) 241-3718 7/24/2025

A Custom Imaging Solution Designed For

Clear Creek Community Services District

Proposed Equipment Kyocera TASKalfa 3554ci Digital Imaging System

- Full Color Multifunctional System; Print, Copy, & Scan.
- Delivers Clear, Precise, Quality Prints at 35 Pages Per Minute Black & White and Color.
 - 320 Page Dual Scan Document Feeder.
- Efficient Single Pass Duplex Color Scanning at 200 Images Per Minute.
 - 600 dpi Scan Resolution.
 - Scan File Formats: TIFF, PDF, OpenXPS, XPS, JPEG.
 Searchable PDF (OCR) & MS Office File Options Available.
 - Scanning Functions: Scan to Folder (SMB), Scan to Email, Scan to FTPS, Scan to FTPS over TLS, Scan to USB.
- Convenient Wireless & Remote Printing and Scanning Apple AirPrint®, Mopria®, Kyocera MyPanel and Kyocera Mobile Print Compatible for Mobile Printing Solutions.
 - Paper Weight: 14lb Bond to 166lb Index.
 - Paper Materials: Plain, Bond, Recycled, Preprinted, Vellum, Color, Pre-Punched, Thick, Thin, High Quality, Letterhead, Envelope, Transparency (OHP), Coated, Index Tab, Label, Custom
 - Paper Sizes: 5.5" x 8.5" to 12" x 48", Banner & Custom Sizes.
 - Dual 500 Sheet Paper Trays, Two 1,500 Sheet Paper Trays
 & a 150 Sheet Multipurpose Tray.
 - Multiple Paper Trays for Multiple Paper Sizes.
 - Standard Features: Page Collate (Electronic Sorting), Cover Mode, and Interrupt Copy.
 - Standard USB Host Interface for On the Go Printing and Scanning.
 - Optical Sensor for Staple Detection.
 - Tilted Document Correction.
 - Customizable 10.1" Color Touch Screen with Intuitive Tablet-like Home Screen.
 - Walk up Ready with Wake up Sensor.

A Custom Imaging Solution Designed Especially For

Clear Creek Community Services District

Equipment

Kyocera TASKalfa 3554ci Digital Imaging System Including:

Full Color Multifunctional System; Print, Copy, & Scan 320 Page Per Minute Dual Scan Document Feeder with Multi-Feed Detection Network Print and Scan USB Print and Scan Two 500 Sheet Paper Trays Dual 1,500 Sheet Paper Trays

Equipment Financing

Kyocera TASKalfa 3554ci Digital Imaging System \$ 171.00 /month

Add a Network Fax Board \$ 15.85 /month

Includes Shipping, Surge, Install, and Training.
0 Security Deposits, FMV, \$120 Doc Fee,
Plus Sales Tax,
by 8/22/2025.

Customer Satisfaction Agreement Proposal For

Clear Creek Community Services District

Kyocera TASKalfa 3554ci Digital Imaging System

Full Service Maintenance Agreement (FSMA)

Coverage: All parts and labor required to keep your copier in the best available condition, and all supplies, (except paper, network and staples).

Black & White \$ 0.0075 Per Page

<u>Color</u> \$ 0.065 Per Page

Billed Monthly (No Minimum or Overage Charges)

In Addition, Carrel's Office Solutions will:

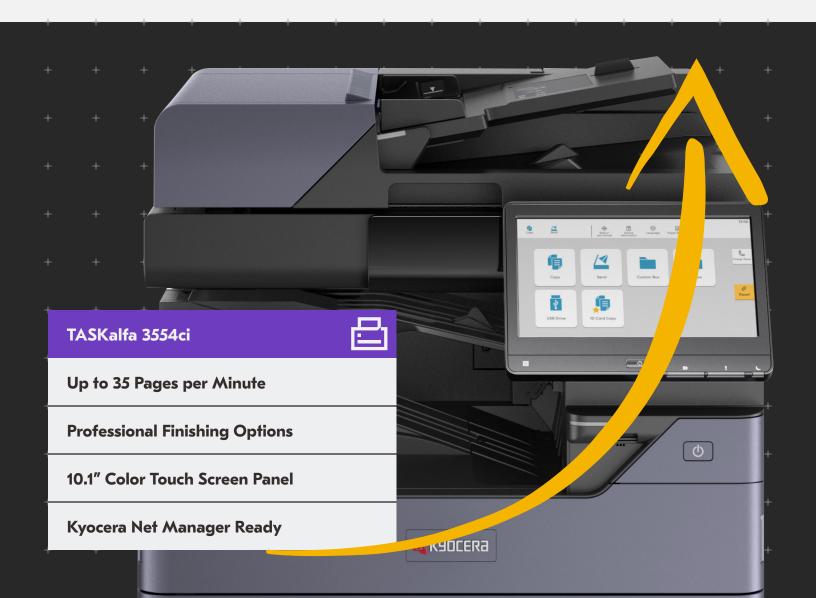
- 1. Provide FACTORY TRAINED technicians
- 2. Perform all necessary calls, to clean and adjust your machine as required.
- 3. Maintain customer supply levels at all times.
- 4. We strive to give 4 hours response time.

The above proposal is based upon a twelve-month contract, billed monthly. Applicable taxes not included.



Evolve Printing in Your Workplace

The Kyocera Evolution Series has arrived to provide your workplace with the latest technology required to keep your data safe while optimizing workflows. With an easy-to-use control panel and innovative security enhancements, you can rely on the Kyocera Evolution Series for high-quality printing, copying and scanning.



BASIC SPECIFICATIONS

Configuration: Color Multifunctional System - Print/Scan/Copy/Optional Fax

Speed: Color and Black — Letter: 35 ppm, Legal: 21 ppm, Ledger: 17 ppm, 12" x 18": 17 ppm (print only)

Warm Up Time: 18 Seconds or Less (power on)

First Page Out:

Copy: 5.3 seconds or less Black, 7.0 seconds or less Color Print: 5.9 seconds or less Black, 7.7 seconds or less Color

Display: 10.1" Color Touch Screen Control Panel

Memory/Hard Disk Drive: 4GB RAM/32GB SSD/320GB HDD Standard, 1TB HDD (option)

Duplex: Standard Stackless Duplex supports Statement $(5.5" \times 8.5")$ to Ledger $(12" \times 18")$, 16 lb. Bond - 142 lb. Index (60 - 256qsm)

Standard Output Tray: Statement – 12" x 18"/500 Sheets: up to 12" x 48" Banner (single sheet)

Electrical Requirements: 120V, 60Hz, 12A; 220-240V, 50/60Hz, 7.2A

Typical Electricity Consumption (TEC): 120V: .46 kWh/week; 220V: .44 kWh/week

Dimensions: 23.7" W x 26.1" D x 31.1" H

Weight: 198.4 lbs

Maximum Monthly Duty Cycle: 125,000 Pages per Month

PAPER SUPPLY

Standard Paper Sources: Dual 500 Sheet Trays, 150 Sheet MPT, Auto Selection/Switching

Optional Paper Sources: Dual 500 Sheet Trays (PF-7140)
Dual 1,500-sheet Trays (PF-7150) 3,000 Sheet Capacity Tray (PF-7120):

Paper Capacity: Standard: 1,150 Sheets; Maximum: 7,150 Sheets

Paper Size: Tray 1 - 5.5" \times 8.5" - 8.5" \times 14" (statement to legal); Tray 2 - 5.5" \times 8.5" - 12" \times 18", Custom Size PF-7140: 5.5" \times 8.5" - 12" \times 18" PF-7150, PF-7120: 8.5" \times 11" MPT: 5.5" \times 8.5" - 12" \times 18" (multiple sheets); Up to 12" \times 48" Banner (single sheet)

Paper Weight:

Trays/MPT: 14 lb. Bond - 166 lb. Index (52 - 300gsm)

Input Materials:

Standard/Optional Trays: Plain, Bond, Recycled, Preprinted, Vellum, Color, Pre-Punched, Thick, Thin, High Quality, Letterhead, Envelope, Custom; MPT: Plain, Bond, Recycled, Preprinted, Vellum, Color, Pre-Punched, Thick, Thin, High Quality, Transparency (OHP), Coated, Index Tab, Label, Letterhead, Envelope, Custom

SECURITY SPECIFICATIONS

Local Authentication, Network Authentication, Encryption Communication (IPsec, HTTPS, LDAPS, SMTP/POP/FTPS over TLS 1.3, SNMPv3), TPM chipset (Trusted Platform Module), S/MIME, SCEP (auto certificate issuance/renewal), OCSP/CRL (certificate validation), Secure Boot (firmware authenticity verification), Run Time Integrity Check, Data Security Kit 10 enhances IPsec communication (support for FIPStdo-2), HDD and Memory Overwrite (7x) Mode and HDD Data Encryption (256 bit), Common Criteria (ISO/IEC-15408/EAL2), IEEE 2600.2

PRINT SPECIFICATION

Standard Controller: ARM Cortex-A53/1.6GHz

PDLs/Emulations: PRESCRIBE, PCL6 (PCL-XL/PCL-5c), KPDL3 (PS3), XPS, OPEN XPS, PDF; Optional (UG-34): IBM ProPrinter, Line Printer, LQ-850

Print Resolution: Up to 4800 x 1200 dpi

OS Compatibility: Windows: 8.1/10/Server 2012/Server 2012 R2/Server 2016/Server 2019; Mac OS X v10.0 or later; Chrome OS

Mobile Printing: Apple AirPrint®, Mopria®, KYOCERA Mobile Print, KYOCERA MyPanel

Interfaces: Standard: 1000 Base-T/100-Base-Tx/10BASE-T (IPv6, IPv4, IPsec), 802.3az ready, High-Speed USB 3.0, 4 Speed USB 2.0 Host Interfaces, 2 Expansion Slots, IEEE 802.11b/g/n Wireless LAN (communication distance 98.5 feet); Optional: IEEE 802.11a/b/g/n/ac (IB-37 for 2.4/5GHz), 10/100/1000BaseTX (IB-50 for Dual NIC); IEEE 802.11b/g/n (IB-51 for Wireless LAN Interface (communication distance 328.1 feet)

Network Print and Supported Protocols: HTTPS, FTPS, SNMP v1/v2c/v3, Raw Port (Port 9100) TCP/IP, IPv4, IPv6, DHCP LPR, DNS, WSD Scan/Print

Drivers: KX Driver, PCL Mini Driver, KPDL Mini Driver, KX Driver for XPS, Network Fax Driver, TWAIN Driver, WIA Driver, Status Monitor, Common Profile, Output to PDF, Security Watermark, Color Optimizer, MAC Driver, Chrome Print Driver, Linux Driver, KX Driver with Distributed Printing, Windows Inbox Driver, SANE Driver, Google Chrome Driver

Utilities: KYOCERA Net Viewer, KYOCERA Device Manager, KX PRESCRIBE and Macro Generator, Quick Setup, KYOCERA Net Manager, ID Register, Software Management Service, Upgrade Studio, Web Package Builder/Maker, Removal Tool, Wi-Fi Setup Tool, PDF Direct Print, Command Center RX

SCAN SPECIFICATION

Scan Type: Color and Black & White Scanner

Scan Resolution: 600 dpi, 400 dpi, 300 dpi, 200 dpi, 200 x 100 dpi, 200 x 400 dpi

File Formats: TIFF, JPEG, XPS, OpenXPS, PDF (MMR/ JPG Compression/High Compression PDF/A-2.0); Option: Scan Extension Kit Text Searchable PDF; MS Office File

Connectivity/Supported Protocols: 10 BASE-T/100
BASE-TX/1000 BASE-T (IPv6, IPv4, IPsec) TCP/IP, Hi-Speed

Scanning Functions: Scan-to-Folder (SMBv3), Scan-to-Email, Scan-to-FTPS, Scan-to-FTPS over TLS 1.3, Scan-to-USB, Specified Color Removal, Border Erase, Preview

Original Size: Document Processor: $5.5" \times 8.5" - 11" \times 17"$; Glass: Up to 11" \times 17"

Drivers: TWAIN/WIA/DSM-SANE Driver, WSD Scan

OPTIONAL DOCUMENT PROCESSORS₂

Acceptable Originals: $5.5" \times 8.5" - 11" \times 17"$

DP-7140: Reversing Automatic Document Processor/50 Sheets Speed: Simplex: 50 ipm (BW Color); Duplex: 16 ipm (BW/Color) Weight: Simplex: 13 lb. Bond — 90 lb. Index (45 — 160gsm); Duplex: 16 lb. — 32 lb. Bond (50 — 120gsm)

DP-7150: Reversing Automatic Document Processor/140 Sheets Speed: Simplex: 80 ipm (BW Color); Duplex: 48 ipm (BW/Color) Weight: Simplex: 13 lb. Bond - 90 lb. Index (35 - 160gsm); Duplex: 16 lb. - 32 lb. Bond (50 - 120gsm)

DP-7160 (with multi-feed detection):

Dual Scan Document Processor/320 Sheets Speed: Simplex: 100 ipm BW/Color); Duplex: 200 ipm (BW/Color) Weights: Simplex: 13 lb. And staple bond – 120 lb. Index (35 – 220gsm); Duplex: 16 lb. – 120 lb. Index (50 – 220gsm)

DP-7170 (with multi-feed and staple detection):

Dual Scan Document Processor/320 Sheets Speed: Simplex: 100 ipm (BW/Color); Duplex: 200 ipm (BW/Color) Weights: Simplex: 13 lb. Bond — 120 lb. Index (35 — 220gsm); Duplex: 16 lb. — 120 lb. Index (50 — 220gsm)

COPY SPECIFICATIONS

Copy Resolution: 600 x 600 dpi

Image Mode: Text, Photo, Text/Photo, Graphic/Map

Continuous Copy: 1 - 9,999

Additional Features: Auto Magnification, Auto Paper Select, Combine Copy, Mirror Image, Rotate Copy, Border Erase, Split Copy, Margin Shift, Page Number, Form Overlay, Blank Page Skip, Specified Color Removal, Proof Copy, Preview, ID Card Copy, Handwriting Emphasis, Super Resolution

Job Management: 1,000 User Codes, Job Build, Shortcut Keys, Repeat Copy

Magnification/Zoom: Full Size, 4 Reduction, 4 Enlargement Preset Ratios, 25 — 400% in 1% Step Increments

Document Box: Custom Box, Job Box, USB Drive Box, Fax Box (with optional Fax System)

OPTIONAL FAX SPECIFICATIONS

Fax Type: Fax System 12 (option)

Type/Data Compression: G3 Fax/MMR, MR, MH, JBIG

Transmission Speed/Modem Speed:

Less than 3 seconds/33.6 Kbps

Fax Memory: Standard 170 MB

Driver: Network Fax Driver

Fax Functions: Network Fax, Duplex Transmission and Reception, Encrypted Transmission and Reception, Polling Transmission and Reception, Broadcast, Fax Server Integration, Fax Dedicated Paper Feed Tray, Fax Forwarding to email or file

SOLUTIONS AND SERVICES

Remote Management

Kyocera Fleet Services ready! A highly secure cloud-based monitoring solution that offers real-time visibility into your fleet. Optimize device uptime and be notified when to replenish supplies. Streamline billing with seamless 3rd party application integration, allowing you to focus solely on your business.

Printing Software

Cost Control & Security, Cloud & Mobile, Printer Management

Content Services

Scan & Connect, Intelligent Process Automation, Enterprise Content Management

IT Solutions

Technology Solutions, including solutions for Cloud and Data Centers; Network Infrastructure, Cybersecurity Solutions, Collaboration Solutions

Consulting Services

Including IT Health Check, CIO as a Service, Healthcare Compliance, Backup and Recovery Planning

Professional Services

Including Design and Architecture, Project Implementation, Project Management

Managed Services: Including Help Desk Services, Retainer Services and On-site Support

Output & Finishing Options₃

OPTIONAL 250 SHEET INNER SHIFT TRAY JS-7110
Stack Capacity: 250 Sheets

Paper Size: 8.5" x 11" - 11" x 17"

Paper Weight: 14 lb. Bond - 166 lb. Index (52 - 300gsm)

OPTIONAL 500 SHEET INTERNAL FINISHER DF-71004

Stack/Staple Capacity: 500 Sheets/50 Sheets

Paper Size: 5.5" x 8.5" - 12" x 18"

Paper Weight: 14 lb. Bond - 166 lb. Index (52 - 300gsm)

Edge Staple Position: 3 Positions: Front 1 Staple, Edge 1 Staple, Face 2 Staples

Optional Punch: PH-7100 2/3 Hole Punch Unit, Supports 5.5" x 8.5" – 12" x 18"; 14 lb. Bond – 166 lb. Index (52 – 300asm)

Dimensions: 19.4" W x 21" D x 6.9" H

OPTIONAL 1,000 SHEET FINISHER DF-71204

Stack/Staple Capacity: Main Tray: 1,000 Sheets/50 Sheets (up to 24 lb. Bond [90gsm])

Paper Size: 5.5" x 8.5" - 12" x 18"

Paper Weight: 14 lb. Bond - 166 lb. Index (52 - 300gsm)

Edge Staple Position: 3 Positions: Top Left, Bottom Left, Center Bind

Optional Punch: PH-7A 2/3 Hole Punch Unit, Supports $5.5'' \times 8.5'' - 12'' \times 18''$; 14 lb. Bond - 166 lb. Index (52 - 300gsm)

Dimensions: 21.6" W x 24.4" D x 41.3" H

OPTIONAL 4,000 SHEET FINISHER DF-71404

Stack/Staple Capacity: Main Tray (A): 4,000 Sheets; Sub Tray (B): 200 Sheets/65 Sheets (up to 24 lb. Bond [90gsm])

Paper Size: 5.5" x 8.5" - 12" x 18"

Paper Weight: 14 lb. Bond - 166 lb. Index (52 - 300gsm)

Edge Staple Position: 3 Positions: Top Left, Bottom Left, Center Bind

Optional Punch: PH-7A 2/3 Hole Punch Unit, Supports 5.5" x 8.5" – 12" x 18"; 14 lb. Bond —166 lb. Index (52 – 300qsm)

Dimensions: 29" W x 26" D x 42" H

Optional Booklet Folder/Trifold Unit BF-730: (DF-7140)

Booklet Folder supports 8.5" x 11", 8.5" x 14", 11" x 17"; Fold Booklet Staple: 16 lb. – 24 lb. Bond (60 – 90gsm) 20 sheets; 25 lb. – 28 lb. Bond (91 – 105gsm) 13 sheets; Higher than 28 lb. Bond (Higher than 105gsm) 1 sheet; Fold booklet no staple: 16 lb. – 24 lb. Bond (60 – 90gsm) 5 sheets; 25 lb. Bond – 72 lb. Index (91 – 120gsm) 3 sheets; 32 lb. Bond – 110 lb. Cover (121 – 256gsm) 1 sheet; Trifold supports 8.5" x 11" only: 16 lb. – 24 lb. Bond (60 – 90gsm) 5 sheets; 25 lb. Bond – 72 lb. Index (91 – 120gsm) 3 sheets; 16 lb. – 28 lb. Bond (60 – 105gsm) 1 sheet

Optional Multi-Bin Mailbox MT-730(B): (DF-7140) 7 Trays; Supports: 16 lb. Bond — 90 lb. Index (60 — 163gsm); Stack Capacity per bin: 100 Sheets: 5.5" x 8.5", 8.5"x 11"; 50 Sheets: 8.5" x 14", 11" x 17"

ADDITIONAL OPTIONS

AK-7110 Bridge Unit Attachment Kit, JS 7100 Inner Job Separator, HD-16 Large Capacity HDD (1TB), Banner Guide 10, Internet Fax Kit (A), Card Authentication Kit (B), Dual NIC (IB-50), Extended Range Wireless LAN NIC (IB 51), Thin Print option (UG-33), Printer Emulation option (UG-34), DT-730(B) Document Tray, Scan Extension Kit (A) for Text Searchable PDF; MS Office File, Keyboard Holder 10, Numeric Keypad (NK-7130), Cabinet Stand

- 1 Requires PF-7140
- 2 Only 1 Document Processor can be installed
- 3 Only 1 Output Option can be installed
- 4 Requires Bridge Unit Attachment Kit (AK-7110)

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KYOCERA Document Solutions America 225 Sand Road, PO Box 40008 Fairfield, New Jersey 07004-0008, USA Tel: 973-808-8444



kyoceradocumentsolutions.us



5880 Oak Street, Anderson, CA 96007 Phone: (530) 357-2121 cccsd@clearcreekcsd.org

MEMO

Date: October 15th 2025 **To:** Board of Directors

From: General Manager – Dale Mancino

Re: 17 – Approval of Covering the Cost of Christmas Festival Flyer (Discussion/Action)

Background:

The Happy Valley Community Foundation is preparing for an upcoming Christmas Festival, an event that will bring together residents and supports local engagement. In order to promote the event effectively, staff proposes including a festival flyer in the regular community invoices that will be mailed out.

Two printing options have been obtained for the flyer:

• Black and White Printing: \$225

• Full Color Printing: \$380

Including the flyer in the invoices would ensure wide community distribution at minimal additional postage cost.

Fiscal Impact

Depending on the selected option:

Black & White Printing: \$225Full Color Printing: \$380

Recommendation

- I. Provide direction to staff on whether to proceed with including the Christmas Festival flyer in the monthly invoices.
- 2. Determine the preferred printing option Black and White (\$225) or Full Color (\$380).

These decisions will guide staff in coordinating the design, printing, and timely distribution of the flyer with the next billing cycle.



5880 Oak Street, Anderson, CA 96007 Phone: (530) 357-2121 cccsd@clearcreekcsd.org

MEMO

Date: October 15th 2025 **To:** Board of Directors

From: General Manager – Dale Mancino
Re: 18 – General Manager Report

Operational Overview

District operations have remained stable and effective during this period. Staff continue to demonstrate strong teamwork across maintenance, operations, and administrative functions. The team successfully managed several leak repairs, continued PRV inspections, and completed key follow-up items from recent finance and compliance reviews.

The most recent field assessments identified a few aging service connections and valves requiring long-term replacement planning. Coordination is underway to integrate these findings into the upcoming Capital Improvement Plan.

Administrative and Compliance Review

Over the past month, I've focused on reinforcing internal documentation and communication pathways between departments. Workflows for reporting verification, and inter-departmental signoffs are being streamlined to reduce redundancy and strengthen accountability. Compliance schedules have been reviewed and cross-checked against regulatory deadlines. The next step is aligning staff assignments and training to ensure reporting continuity during absences or transitions. Preliminary work has also begun on the cross-connection control plan, ensuring alignment with HydroCorp recommendations.

Finance and Governance Coordination

The finance team has addressed prior audit-related tasks, including the capital asset review follow-up with J.R. Martin & Associates and QuickBooks adjustments tied to loan interest reporting. Budget tracking remains on schedule.

Staff and Community Engagement

Externally, the District is maintaining positive collaboration with Centerville CSD and other regional partners.

Next Steps

In the coming weeks, I will:

- Finalize draft versions of the Authority Matrix and internal reporting procedures
- Review and update the District's preventive maintenance tracking framework
- Continue progress on compliance assignments and capital project documentation
- Prepare for the upcoming Board strategic planning workshop and rate discussions
- Develop a framework for integrating cross-departmental performance metrics

Closing Note The District's staff continue to perform with professionalism and commitment. My focus remains on steady leadership, improved communication, and building systems that enhance transparency and operational readiness. Together, we are positioning Clear Creek CSD for sustainable performance and long-term success.					
ADA Related Disabilities: Contact the front office and speak with a Staff Member if special consideration is needed to attend any public meeting for disability related accommodations or					

aide is needed. Please give 72 hours - notice prior to the meeting to allow staff to meet your requests appropriately.



5880 Oak Street, Anderson, CA 96007 Phone: (530) 357-2121 cccsd@clearcreekcsd.org

MEMO

Date: October 15, 2025 **To:** Board of Directors

From: Administrative Assistant Emily King, Chief Plant Operator Bill Palmaymesa and

Distribution Supervisor Morgan Rau

Re: 18 – OPS Report

Administration -

There are 223 Accounts that are 121+ days delinquent totaling \$79,351 There are 120 Accounts that are 90-120 days delinquent totaling \$6,188 There are 200 Accounts that are 60-90 Days delinquent totaling \$13,923 There are 405 Accounts that are 30-60 Days delinquent totaling \$31,088

Aging	September 2025	October 2025	Difference	
121+ Days	249 accounts – \$81,411.52	223 accounts - \$79,351.00	-26 accounts	-\$2,060.52
90-120 Days	156 accounts - \$7,632.64	120 accounts - \$6,188.00	-36 accounts	-\$1,444.64
60–90 Days	226 accounts – \$14,476.68	200 accounts - \$13,923.00	-26 accounts	-\$553.68
30–60 Days	414 accounts – \$34,254.75	405 accounts - \$31,088.00	-9 accounts	-\$3,166.75
Totals				
1,045 accounts	s – \$137,775.59	3 accounts – \$130,550.00	97 accounts -\$7,22	5.59

WTP OPERATIONS -

The WTP produced 523 AF of SW
Clear Creek CSD used 357 AF of SW in August (226 AF – M&I, – I50 Ag)
2229 AF total SW for WY 25/26
Well Water Production- 0 AF

- Staff has been busy with routine maintenance, monitoring, and operation of the WTP. The WTP is producing 4MGD.
- WTP Staff had to perform a shutdown to repair a leak on the pre chlorine injection line The WTP was shutdown for several hours which impacted Centerville CSD.
- WTP Staff fabricated a FTWR pump suction screen. Expanded metal and flat stock was rolled
 into a cylinder and bolted together with stainless steel fasteners, and painted with a two part
 drinking water safe epoxy paint. The old screen material was thin and only lasted about a year
 before Staff would have to make a new one.
- Pond #2 Update: Contractors continue to form and place re bar in the bottom of the pond. Approximately 600 yds have been poured to date. Most of the pond floor and half of the side slopes are complete. The recent rain storms have delayed some of the concrete work.

DISTRIBUTION OPERATIONS -

Shut-Offs:

We issued a total of 44 door hanger notices during the week. Of those, only 10 resulted in actual service shut-offs.

Leak Management:

Three planned repairs were completed this week:

- Air relief valve on De Jardins Lane
- Leak repair on La Ree Drive
- Leak repair on Cimmeron Trail

Additionally, we responded to two emergency leaks:

- Breeze Way: Affected 3 customers
- Lassen Avenue: Affected 74 customers

Due to tree root interference on Lassen Avenue, two separate shutdowns were necessary to address issues further up the line. We have also received a quote for asphalt patching in areas impacted by previous leak repairs. Davis Excavation will be handling the work, which is expected to be completed in one day.

Maintenance:

We have accepted the quote from Shamrock to seal, coat, and stripe the front parking lot, and are working to schedule the project before the rainy season begins. This improvement will enhance the overall appearance and functionality of the front area.

Additional upgrades completed include:

- Installation of a new sprinkler system to maintain the front lawn
- Fresh paint applied to the mailboxes, drop boxes, and the children's book exchange stand

These enhancements have significantly improved the curb appeal and presentation of the front office area.

Contact the front office and speak with a Staff Member if special consideration is needed to attend any public meeting for disability related accommodations or aide is needed. Please give 72 hours - notice prior to the meeting to allow staff to meet your requests appropriately.