



5880 Oak Street, Anderson, CA 96007
Phone: (530) 357-2121 Fax: (530) 357-3723

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

General Manager: Paul Kelley

REGULAR MEETING: July 17th 2024 at 6:00PM: District Office Board Room

AGENDA

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. OPEN TIME/PUBLIC COMMENT: Pursuant to Gov. code S54950, 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.

5. 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.

- a. Minutes from Meetings – Regular meeting 6/19/24, Special Meeting 4/3/24
- b. Paid Bills: 6/14/24 – 7/11/24
- c. Payroll: 6-6-24, 6-20-24
- d. Activity P&L Report: June 2024

6. OLD BUSINESS/NEW BUSINESS (Discussion/Action)

- a. O.B. – USBR Account Reconciliation - (Discussion)
- b. Ordinance 2024-10 – Workplace Violence Prevention Plan (Discussion/Action)
- c. Drought and Water Shortage 2010 Plan Update – (Discussion)
- d. Backwash Ponds Project – PACE Engineering Amendment #2 – (Discussion/Action)

7. GENERAL MANAGERS REPORT

8. OPERATIONS REPORT

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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9. STANDING COMMITTEE REPORT –

- a. Agriculture –
- b. Finance –
- c. Planning/Steering –

10. BOARD MEMBER ITEMS

11. CLOSED SESSION ANNOUNCEMENT: - None

12. ADJOURN THE MEETING

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5880 Oak Street, Anderson, CA 96007
Phone: (530) 357-2121 Fax: (530) 357-3723

MEMO

Date: July 17th 2024
To: Board of Directors
From: General Manager – Paul Kelley
Re: 5 – Consent Agenda (Action)

Discussion:

5.a – Minutes of The Meetings: Regular meeting 6/19/24, Special Meeting 4/3/24, Agriculture Committee:

Finance Committee : Planning and Steering Committee:

5.b – List of bills paid – from QuickBooks 6/14/24 – 7/11/24

5.c – Payroll since last meeting: 6-6-24, 6-20-24

5.d – Activity P&L Report: June 2024

Recommendation:

Review, Discussion and by Motion approve items 5.a through 5.d



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General Manager: Paul Kelley

REGULAR MEETING: June 19th 2024 at 6:00PM: District Office Board Room

MINUTES

- 1. CALL TO ORDER** – 6PM – *Chair Lincoln*
- 2. PLEDGE OF ALLEGIANCE** – *Led by Director Johnston*
- 3. ROLL CALL** – *Chair Lincoln, Vice-Chair McVay, Directors: Beaver, Fickes, Johnston*

General Manager Paul Kelley

4. OPEN TIME/PUBLIC COMMENT:

*Sandy Winter – Firewise June 27, 6pm Shasta College Speaker
Community Foundation helping with Grant
Fuel breaks – Strawberry Lane etc.
No meeting July and August*

*Susan Anderson –
In possession of the Happy Valley Farm Trails material
Given to her by Johanna Trennery
Still has domain name for another 1.5 years
Tried, but covid and changes – hard to get going again
Bringing box for the District to keep... GM Kelley took box*

Kaitlyn Patrick – Video, didn't speak

5. 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.

- a. Minutes from Meetings – Regular meeting 5/15/24, Special Meeting 6/5/24, Finance Committee 5/22/24
Agriculture Committee 5/29/24 –
GM Kelley reviewed edits and modifications to the minutes – all primarily spelling errors, miss-spelled names, and update paragraph on the June 5 bank selection section.

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- b. Paid Bills: 4/14/24 – 6/11/24
- c. Payroll: 5-9-24, 5-23-24
- d. Activity P&L Report: April and May 2024

Dir McVay asked about the payment to CalPERS actuarial.. GM Kelley said it was a monthly payment. And asked if the line of credit paid off, GM Kelley reported – yes in May.

Motion to approve Consent with minutes as amended: Director Fickes, 2nd – McVay. 5-0 vote

6. OLD BUSINESS/NEW BUSINESS (Discussion/Action)

- a. O.B. – Account Reconciliation - (Discussion)
GM Kelley Reported little to report. Working with USBR on the billing sheets.
- b. **6:30PM – Public Hearing** – Clear Creek CSD FY 2024-2025 Final Budget
(Discussion/Action)

Chair Lincoln Opened the Public hearing at 6:30pm

GM Kelley mentioned that the Redding record had the posted notice of public hearing set for 630pm. Then reviewed the memo – primarily reminded all that the Preliminary Draft budget was looked at by the Finance committee, the committee made recommendations and the Board held a public special meeting for community input and board review on June 5th – and that this final budget was a slight updated from that meeting (Fixing a few typos, and implemented the finance committee recommendations).

Also – this budget has a focus on the ongoing needs of the District and then focus on the engineering assessments needed for the Treatment plant – the tank, the survey items, the Train 6 and 4 assessment and then use the resources held in discretionary reserves to implement the fixes identified as soon as practical.

Also, this budget is the start of the water plan last done in 2007, as a look to get a CIP.

There are some needs like investment in equipment – most of the District trucks will age out at once and it would be better to start the cycle of replacement. The Dump truck needs to be assessed. Looking at converting to non-class A vehicles – mini excavator, dump trailers, vac-trailers...

The careful use of funds in FY24 and focus on paying the WIIN act off to convert the USBR contract into perpetuity. Those funds are more available for the coming year investments.

The District will continue what it started last year, and bring before the board quarterly budget to actuals, and balance sheets to stay on top of the finances, keep the community informed and make prudent decisions.

Director Beaver asked about the Dump Truck and liked the idea of assessing the need and getting Distribution Supervisor involved.

Director McVay asked about the CalPERS unfunded actuarial liability. GM Kelley replied that last year the District did not budget this amount, its budgeted for approximately last year's amount, and still waiting to hear from CalPERS on how much it will be in FY25

Chair Lincoln asked the Audience if there were comments or questions. – None

Chair Lincoln Closed the Public Hearing

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Motion to Adopt FY25 Final Budget: Mcvay 2nd: Beaver 5-0 Vote

- c. Ordinance 2024-08 – Tax Appropriations Limit (Discussion/Action)
GM Kelley reminded the board this is an annual item from County
Motion to approve ordinance 2024-08: McVay, 2nd: Beaver. passed 5-0 vote

7. GENERAL MANAGERS REPORT GM Kelley reviewed his memo and discussed the Staffing challenges and update. Pleased to announce that at the next meeting a new Administrative Assistant and Distribution Supervisor. The interim part-time has been very helpful getting standards updated, on-call procedures set, weekly workflow and other important items. The GM has also taken over posting the agendas/minutes/packets to the website. In that process, some other updates done and more interaction with the hosting company. Changed color and updated some old edits.
Other items – In the written report.

8. OPERATIONS REPORT – GM Kelley updated from the written. Reminded board that the LIWHP has ended and impacted the families that need help. The numbers of delinquencies have also been updated. The Treatment update from Bill was updated and included some elements of the Train 6 and Train 4 update.

9. STANDING COMMITTEE REPORT –

- a. Agriculture – The Meetings listed were mentioned, Director McVay mentioned that the Ag committee volunteers were working on the Happy Valley Farmers Market. Next Ag meeting in July – on Olives and Olive Industry
- b. Finance – Finance committee met on May 22nd – on the preliminary budget. Dir McVay asked about Year-end actuals to budget – GM Kelley hoping for July but more likely August
- c. Planning/Steering – GM Kelley asked committee members to consider an August meeting as part of water plan update and framework on CIP

10. BOARD MEMBER ITEMS – Dir McVay mentioned Farmers Market, and asked
Nothing else

11. CLOSED SESSION ANNOUNCEMENT: - None

12. ADJOURN THE MEETING – 7:04PM

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General Manager: Paul Kelley

SPECIAL MEETING: April 3rd 2024 at 6:00PM: District Office Board Room
MINUTES

- 1. CALL TO ORDER – 6:01pm by Chair Lincoln**
- 2. PLEDGE OF ALLEGIANCE – Director Beaver**
- 3. ROLL CALL – All board present: Chair Lincoln, Vice-Chair McVay, Directors: Beaver, Fickes, Johnston
General Manager: Paul Kelley, Chief Plant Operator – Bill Palmaymesa**
- 4. OPEN TIME/PUBLIC COMMENT:**
Joann Blomquist – Thanks to Bill for coordinating a tour at the Treatment plant for her group.
- 5. CONSENT – NONE**
- 6. OLD BUSINESS/NEW BUSINESS (Discussion/Workshop)**
 - a. Review of 2021 Rate Increase Rationale (Discussion)**
*GM Kelley reviewed the memo elements about the Rationale
Then reviewed the Financial goal of the Rationale:
First the “Base Rate” section was to raise sufficient funds for Distribution, Administration, Customer Accounts, Regulatory and all other non treatment functions of the District. And based on the annual review by the Finance committee for the current Budget – the funding is doing as anticipated and the District is on a better financial footing. The anticipated revenue into reserves is also occurring – as has been reported to the board and community at previous meetings. The rationale identified major repairs, pipe replacement, meters, capital improvements and other items that were not included and will need to be considered in the next rate study.
Then the Usage rate – GM Kelley discussed how the Usage rate is to be calculated each year, based on cost of water and cost of treatment. The amount collected in this section does not cover all the costs of water – since the rate was calculated on 3000Af, and 2200Af went through the plant. And that the rate does not account for water loss since the amount “collected on” was in the 1900 Af range (still*

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being calculated). But the rate has put the district on a better fiscal footing with more cost recovery than in the past, and more money scheduled into reserves.

The Rate rationale had a general term for the calculation on the Usage rate –

Cost of water: That is the USBR rate sheet, or in a drought cost of other purchase water (like McConnell, or wells or)

Cost of Treatment: In some places its Labor and Materials, in Some it refers to Chemicals.

In 2022, the District staff clarified Materials to mean: Chemicals, Utilities, O&M.

Clarity on the elements on the Cost of Treatment and Direction from the Board is being requested at this workshop/special meeting – and is the primary part of the item b below.

Directors asked questions:

Director Fickes reviewed the Prop 218 documents and read Section 6. Director Fickes also said that this section can only pass through cost of water and inflation.

GM Kelley reported that the legal counsel has said that the “formula” for this pass through cost was approved by the Prop 218 process and that formula includes the cost of water and the cost of treatment.

Public:

Dennis Posehn-

A member of CAC for a time, The cost of pipe replacement and other capital needs wasn't available and not included in this rationale, but for the next rationale. The rate schedule was to keep up with costs. Labor and Materials thought it was clear and yet inclusive without being so specific something might change over 5 year period.

JoAnn Bloomquist –

-Glad the District is pretty solvent based on this report

- don't do another Prop 218 now, it wont pass

- this has wiggle room so use it and keep ahead of or up with the costs

- 1.9% not keeping up

- 2-3 cents more on usage is nothing and should be done. Thought we were talking 30-50 cents and that isn't much either.

- Glad there is a better budget and separated out for Treatment division and other divisions.

Bill Palmaymesa – Chief Plant operator

Base Rate did not include Treatment

O&M amounts are in the budget and for current equipment

Chemicals need equipment to put in the water, and equipment needs power/utilities to operate.

Director McVay asked questions about costs, and impacts of costs on O&M etc. GM Kelley asked to focus on “what makes up ‘Treatment and Materials’ and the numbers will be at the Finance committee. Director Fickes would still like to lawyer say that Treatment, Labor, materials components ok.

b. Water Usage Rate Calculation (Discussion)

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Long ranging discussion and GM Kelley asked for clarification of what makes up Treatment costs:

- 1. Chemicals – All the board agreed that this is a cost of treatment*
- 2. Utilities – Director Fickes did not agree that this is part of Treatment and should be a general cost and covered by base rate/revenue. The rest of board agreed with Utilities are needed to inject chemicals and other functions and therefore a cost of treatment*
- 3. O&M – The primary discussion focused on “extra or major repairs or Capital repairs/improvements” and it was agreed these were more on the capital side and weren’t part of the O&M – which is more of the daily fixes, material and repairs needed when water goes through equipment*
- 4. Labor – agreed at the current rate.*

7. ADJOURN THE MEETING – 8:20pm

Approved: 04/17/24 Meeting



Signed:

Secretary of the Board

General Manager: Paul Kelley

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Clear Creek Community Services District Transaction Detail by Account June 1 through July 11, 2024

Type	Date	Num	Name	Memo	Amount
8000 - Accounts Payable					
Bill Pmt -Check	06/01/2024	EFT	Cascarina, Rick	June health Reimb	-260.93
Bill Pmt -Check	06/01/2024	EFT	Cascarina, Rick	July 2024	-260.93
Bill Pmt -Check	06/04/2024	31868	USBR - Water Payments	14-06-200-489-A-P	-2,078.53
Bill Pmt -Check	06/13/2024	31869	Ace Hardware - Acct # 2186	2186	-268.38
Bill Pmt -Check	06/13/2024	31870	Ace Hardware - Acct# 2118	2118	-18.76
Bill Pmt -Check	06/13/2024	31871	Agile Occupational Medicine	DOT physical/drug screen	-560.00
Bill Pmt -Check	06/13/2024	31872	AL's Saw Shop		-44.92
Bill Pmt -Check	06/13/2024	31873	Anderson, Brandon.	reimb	-29.15
Bill Pmt -Check	06/13/2024	31874	Apex Automotive, Inc.		-563.70
Bill Pmt -Check	06/13/2024	31875	Badger Meter, Inc.	41827	-25,574.88
Bill Pmt -Check	06/13/2024	31876	Bay Alarm Company	1201366	-33.32
Bill Pmt -Check	06/13/2024	31877	Beaver, Patricia A		-125.00
Bill Pmt -Check	06/13/2024	31878	CED (Consolidated Electri...	KP-11984	-27.03
Bill Pmt -Check	06/13/2024	31879	Cintas Corporation	22228100	-230.93
Bill Pmt -Check	06/13/2024	31880	Com-Pair Services	10117	-80.00
Bill Pmt -Check	06/13/2024	31881	Computer Logistics Corp		-1,114.88
Bill Pmt -Check	06/13/2024	31882	CUSI (Continental Utility S...	sendgrid sub for year /monthly ACH fee	-914.50
Bill Pmt -Check	06/13/2024	31883	Fasteners Inc	373	-4.27
Bill Pmt -Check	06/13/2024	31884	Ferguson Waterworks	409921	-956.70
Bill Pmt -Check	06/13/2024	31885	Fickes, Beverly		-150.00
Bill Pmt -Check	06/13/2024	31886	Gully Diesel Repair	backhoe repair	-227.68
Bill Pmt -Check	06/13/2024	31887	Harold Beck & Sons, Inc.		-20,751.10
Bill Pmt -Check	06/13/2024	31888	Johnston, Logan		-150.00
Bill Pmt -Check	06/13/2024	31889	McVay, Scott		-275.00
Bill Pmt -Check	06/13/2024	31890	MidAmerica	CCREEKCSDG5	-150.00
Bill Pmt -Check	06/13/2024	31891	Alhambra (formerly Mt Sha...	wtp drinking water	-49.75
Bill Pmt -Check	06/13/2024	31892	Nor Cal Gloves	5312	-139.51
Bill Pmt -Check	06/13/2024	31893	Pace Analytical Services L...	28-100128	-1,217.70
Bill Pmt -Check	06/13/2024	31894	Pace Engineering		-7,484.75
Bill Pmt -Check	06/13/2024	31895	Pace Supply Corp	wtp	-79.15
Bill Pmt -Check	06/13/2024	31896	Professional Exterminator ...	17387	-65.00
Bill Pmt -Check	06/13/2024	31897	Reese, Smalley, Wiseman ...	CLECR019335	-525.00
Bill Pmt -Check	06/13/2024	31898	Shasta College	CDL Training	-323.00
Bill Pmt -Check	06/13/2024	31899	Sunbelt Rentals, Inc.	948758	-1,032.53
Bill Pmt -Check	06/13/2024	31900	United Public Employees o...		-353.50
Bill Pmt -Check	06/13/2024	31901	US Bank Equipment Finance	1453267	-382.23
Bill Pmt -Check	06/13/2024	31902	USBR - Water Payments	14-06-200-489-A-P	-18,143.49
Bill Pmt -Check	06/13/2024	31903	Valley Pacific	C850335	-2,032.94
Bill Pmt -Check	06/13/2024	31904	Verizon	242343122-00001	-52.01
Bill Pmt -Check	06/13/2024	31905	Wallace, Benjamin	T1 cert	-51.00
Bill Pmt -Check	06/13/2024	31906	WaterTALENT LLC		-4,174.50
Bill Pmt -Check	06/14/2024	EFT 2...	Amazon Capital Services, I...	A3SGCPAZF6QYSB	-355.79
Bill Pmt -Check	06/14/2024	EFT F...	AT&T		-5.00
Bill Pmt -Check	06/14/2024	EFT 3...	CalPERS PEPRA/Classic	CalPERS Retirement	-10,969.00
Bill Pmt -Check	06/14/2024	EFT 9...	Pacific Gas & Electric	office/well 3	-1,668.06
Bill Pmt -Check	06/14/2024	Eft 06...	Pacific Gas & Electric	wells 1 & 2	-245.81
Bill Pmt -Check	06/14/2024	eft 1921	Pacific Gas & Electric	wtp	-4,530.98
Bill Pmt -Check	06/14/2024	eft 3651	Pacific Gas & Electric	pond	-489.19

Clear Creek Community Services District
Transaction Detail by Account
 June 1 through July 11, 2024

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	06/14/2024	eft 4671	Pacific Gas & Electric	N. booster	-662.08
Bill Pmt -Check	06/14/2024	eft 5661	Pacific Gas & Electric	outdoor lights	-22.10
Bill Pmt -Check	06/14/2024	eft 6361	Pacific Gas & Electric	clear crk/HV	-83.76
Bill Pmt -Check	06/14/2024	EFT	UNUM Life Insurance of Co.	disability	-900.43
Bill Pmt -Check	06/14/2024	eft 2944	Waste Management	3-99477-15008	-192.20
Bill Pmt -Check	07/01/2024	10002	Tri Counties Bank	Closeout fees for loan/line of credit	-229.00
Bill Pmt -Check	07/01/2024	EFT 1...	Humana - Dental Ins	412851-001	-534.75
Bill Pmt -Check	07/01/2024	Auto P...	RCAC-Loan Fund (Dump ...	6332-CCCSO-01	-1,696.07
Bill Pmt -Check	07/02/2024		AT&T	QuickBooks generated zero amount trans...	0.00
Bill Pmt -Check	07/09/2024	10003	Ability Answering & Paging...	05-1-8495	-363.00
Bill Pmt -Check	07/09/2024	10004	Ace Hardware - Acct # 2186	2186	-59.48
Bill Pmt -Check	07/09/2024	10005	ACWA/JPIA - Insurance	C020	-4,674.38
Bill Pmt -Check	07/09/2024	10006	Alhambra (formerly Mt Sha...	1020179424385352	-34.35
Bill Pmt -Check	07/09/2024	10007	Anderson Glass		-362.98
Bill Pmt -Check	07/09/2024	10008	Apex Automotive, Inc.		-1,356.20
Bill Pmt -Check	07/09/2024	10009	Axner Excavating, Inc.	6920038	-14,679.50
Bill Pmt -Check	07/09/2024	10010	Badger Meter, Inc.	41827	-67,808.21
Bill Pmt -Check	07/09/2024	10011	Bay Alarm Company	1201366	-33.32
Bill Pmt -Check	07/09/2024	10012	Beaver, Patricia A	Brd Mtg 061924	-100.00
Bill Pmt -Check	07/09/2024	10013	CA State Water Resources...	Sys No. 4510016	-70.00
Bill Pmt -Check	07/09/2024	10014	Cal Fire	350009600701	-1,816.64
Bill Pmt -Check	07/09/2024	10015	Carol's Lock & Key	lock changes	-135.00
Bill Pmt -Check	07/09/2024	10016	Cintas Corporation	22228100	-249.52
Bill Pmt -Check	07/09/2024	10017	Com-Pair Services	10117	-110.00
Bill Pmt -Check	07/09/2024	10018	Computer Logistics Corp		-619.88
Bill Pmt -Check	07/09/2024	10019	Ferguson Waterworks	409921	-2,842.46
Bill Pmt -Check	07/09/2024	10020	Fickes, Beverly	Brd Mtg 061924	-100.00
Bill Pmt -Check	07/09/2024	10021	Harvest Printing Company		-6,811.04
Bill Pmt -Check	07/09/2024	10022	Johnston, Logan	Brd Mtg 061924	-100.00
Bill Pmt -Check	07/09/2024	10023	Les Schwab		-1,734.95
Bill Pmt -Check	07/09/2024	10024	Mail Biz	WTP	-79.64
Bill Pmt -Check	07/09/2024	10025	McVay, Scott	Brd Mtg 061924	-100.00
Bill Pmt -Check	07/09/2024	10026	Napa Auto Parts	1931	-153.57
Bill Pmt -Check	07/09/2024	10027	Nor Cal Gloves	5312	-527.97
Bill Pmt -Check	07/09/2024	10028	Pace Analytical Services L...	28-100128	-1,524.24
Bill Pmt -Check	07/09/2024	10029	Palmaymesa, Bill	BPalmaymesa T5 renewal reimb	-105.00
Bill Pmt -Check	07/09/2024	10030	Pollardwater (Ferguson Ent)	backflow for hydrant meters	-3,922.59
Bill Pmt -Check	07/09/2024	10031	Reese, Smalley, Wiseman ...	CLECR019335	-300.00
Bill Pmt -Check	07/09/2024	10032	Shasta LAFCO		-6,893.50
Bill Pmt -Check	07/09/2024	10033	Simmons, Mason		-51.00
Bill Pmt -Check	07/09/2024	10034	Spherion of Northern CA	Clear Crk Comm	-150.00
Bill Pmt -Check	07/09/2024	10035	Sunbelt Rentals, Inc.	948758	-1,032.53
Bill Pmt -Check	07/09/2024	10036	Thatcher Company of Calif...	3001810	-6,458.79
Bill Pmt -Check	07/09/2024	10037	Valley Pacific	C850335	-2,037.21
Bill Pmt -Check	07/09/2024	10038	Wallace, Benjamin	BWallace Cert D1	-70.00
Bill Pmt -Check	07/09/2024	10039	WaterTALENT LLC		-8,954.00
Bill Pmt -Check	07/10/2024	eft 9myf	Amazon Capital Services, L...	A3SGCPAZF6QYSB	-381.10
Bill Pmt -Check	07/10/2024	eft 9xv3	AT&T	s. booster	-386.61
Bill Pmt -Check	07/10/2024	eft d0n4	AT&T	wtp	-289.00

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Transaction Detail by Account
June 1 through July 11, 2024

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	07/10/2024	eft 2688	CalPERS Health Ins		-14,403.30
Bill Pmt -Check	07/10/2024	eft 6947	First National Bank of Oma...	4418226482992665	-1,523.98
Bill Pmt -Check	07/10/2024	eft 4661	Pacific Gas & Electric	pond	-486.49
Bill Pmt -Check	07/10/2024	eft 5581	Pacific Gas & Electric	wtp	-4,574.59
Bill Pmt -Check	07/10/2024	eft 6301	Pacific Gas & Electric	clear creek/ HV	-96.11
Bill Pmt -Check	07/10/2024	eft 6971	Pacific Gas & Electric	outdoor lights	-22.06
Bill Pmt -Check	07/10/2024	eft 7741.	Pacific Gas & Electric	n. booster	-748.79
Bill Pmt -Check	07/10/2024	auto pay	TDS	530-357-2121	-355.38
Total 8000 · Accounts Payable					-273,229.23
TOTAL					-273,229.23

RECEIVED JUN 26 2024

Invoice # E1341329

ON ACCOUNT Acct# : 6920038



Date : 6/20/2024
Time : 1:43:32 PM
Contact:
Phone : 3572121

2900 Old Oregon Trail, Redding, CA 96003
(530) 222-0539
Fax: (530) 222-8910
CA Lic # 613824

Clerk : RUSTY C
Job # : 8532 PATCH PAVE LASSEN AVE

CLEAR CREEK COMMUNITY SERVICES
5880 OAK STREET
ANDERSON, CA 96007

Job Loc:
LASSEN AVE ANDERSON



GM Approval [Signature]
BK Initials [Signature]
Job/PO # Patch Lassen
Amt to Pay \$ 11395.00
GL & Dept 40400-200

DELIVERY TIME: 4/9/24 -1/11/24

Quantity	Units	Description	Price	Amount	Tx
11.5	HRS	MINI EXCAVATOR & TRAVEL (4 hr min)	\$150.00	\$1,725.00	
70	HRS	LABOR & TRAVEL INC TRAFFIC CONTROL	\$90.00	\$6,300.00	
1	L.S.	MATERIALS	\$1,045.00	\$1,045.00	
10	HRS	10 WHEELER ROCK BOX	\$165.00	\$1,650.00	
4.5	HRS	SKID STEER (4 hr min)	\$150.00	\$675.00	
			Subtotal :	\$11,395.00	
			% PROFIT AND OVERHEAD :	\$0.00	
			Tax :	\$0.00	
			TOTAL :	\$11,395.00	

While maneuvering the truck/equipment under your directions, please understand you are responsible for any damage incurred on your property, such as damage to asphalt and concrete driveways, hidden water and utility lines.

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

In compliance with Contractors License Lien Law, Section 7018, (B&P Code Div. 3, Chap 9) this is to inform you that under the Mechanic's Lien Law (California Code of Civil Procedure, Section 1181 et seq.) any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce his claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your subcontractor in full, if the subcontractor, laborer or supplier remains unpaid. Should legal action be commenced or an attorney employed to collect payment, the purchaser of this material or services agrees to pay all reasonable sums for attorney's fees and to pay all costs, service charge at the maximum legal allowable rate will be added to all past-due accounts.

I hereby acknowledge the satisfactory completion of the above described work: X _____

E1341329

CHECK REGISTER

COMPANY BANK ACCOUNT	NAME	ID	CHECK DATE	CHECK NUMBER	DIRECT DEPOSIT AMOUNT	NEGOTIABLE CHECK AMOUNT
		10010	06/13/24	10253	4,136.57	
		20070	06/13/24	10254	1,607.90	
		20060	06/13/24	10255	2,075.58	
		20080	06/13/24	10256	1,753.91	
		20090	06/13/24	10257	1,344.60	
		30040	06/13/24	10258	2,498.11	
		30010	06/13/24	10259	3,298.32	
		11050	06/13/24	10260	1,311.11	
		11010	06/13/24	10261	1,753.94	
				BANK ACCOUNT TOTAL	19,780.04	0.00
				<i>9 Transaction(s)</i>		
				COMPANY TOTAL	19,780.04	0.00
				<i>9 Transaction(s)</i>		

CHECK REGISTER

COMPANY BANK ACCOUNT	NAME	ID	CHECK DATE	CHECK NUMBER	DIRECT DEPOSIT AMOUNT	NEGOTIABLE CHECK AMOUNT
		10010	06/27/24	10262	4,136.57	
		20070	06/27/24	10263	1,163.65	
		20080	06/27/24	10264	1,516.94	
		20090	06/27/24	10265	1,675.69	
		30040	06/27/24	10266	2,992.93	
		20060	06/27/24	10267	1,931.82	
		30010	06/27/24	10268	3,916.76	
		11050	06/27/24	10269	1,310.61	
		11010	06/27/24	10270	1,759.65	
				BANK ACCOUNT TOTAL	20,404.62	0.00
				<i>9 Transaction(s)</i>		
				COMPANY TOTAL	20,404.62	0.00
				<i>9 Transaction(s)</i>		

Clear Creek Community Services District

Profit & Loss

07/10/24

June 2024

Accrual Basis

	Jun 24
Ordinary Income/Expense	
Income	
11000 · Revenue - Customer Accts	
11005 · Base Rate Charge	148,821.76
11010 · Domestic Water Sales	44,724.57
11020 · Agricultural Water Sales	18,487.44
11060 · Billing Pmt Late Fee	2,245.86
Total 11000 · Revenue - Customer Accts	214,279.63
12000 · Revenue - Water Service	
12010 · Turn On Fees	488.79
12035 · Backflow Maint Charge	791.56
Total 12000 · Revenue - Water Service	1,280.35
13000 · Designated Revenue -Non Op	
13005 · Filter Plant Repayment Charge	20,392.55
13010 · Recycle Backwash Water Charge	1,037.78
13015 · State Loan Repayment Charge	2,692.00
13025 · WIIN Act Repayment Charge	5,060.96
Total 13000 · Designated Revenue -Non Op	29,183.29
15000 · Revenue - Taxes	
15005 · Taxes-General Property	682.45
Total 15000 · Revenue - Taxes	682.45
16000 · Grant Reimbursements	
16005 · D2118158 SCADA Electrical Grant	177,870.67
16015 · Shasta Count ARPA Grant-Meters	103,117.40
16000 · Grant Reimbursements - Other	114,268.73
Total 16000 · Grant Reimbursements	395,256.80
Total Income	640,682.52
Gross Profit	640,682.52
Expense	
29000 · Supply Cost	
29005 · Water Purchase	
29010 · USBR Water Purchased	18,143.49
Total 29005 · Water Purchase	18,143.49
Total 29000 · Supply Cost	18,143.49
30000 · Water Treatment Plant	
30100 · Utilities	
30105 · WTP - PGE 8185	4,574.59
30110 · Pond - PGE 3611	486.49
30115 · WTP - AT&T 2316	289.00
30120 · WTP - AT&T 1026	31.57
30125 · Internet	105.00
Total 30100 · Utilities	5,486.65
30135 · Office Supplies WTP	297.69
30145 · Postage	79.64
30170 · Supplies	34.35
30200 · WTP Repair & Maintenance O&M	24,495.64
30400 · Water Quality Analysis	592.94
30405 · Chemicals WTP	6,458.79

Clear Creek Community Services District

Profit & Loss

07/10/24

June 2024

Accrual Basis

	Jun 24
30500 · Vehicle Maintenance & Expense	
30505 · Fuel Expense	371.52
30525 · GM Truck Chev Colorado - Unit 9	98.63
Total 30500 · Vehicle Maintenance & Expense	470.15
Total 30000 · Water Treatment Plant	37,915.85
30700 · Transmission & Conduit	
30705 · Conduit Repair and Maint O&M	1,816.64
Total 30700 · Transmission & Conduit	1,816.64
40000 · Distribution	
40200 · Utilities	
40205 · Cloverdale Rd N.Boost- PGE 4189	662.08
40210 · Clear Crk/HV - PGE 9574	83.76
Total 40200 · Utilities	745.84
40300 · Safety Equipment & Training	
40305 · Safety Equipment - General	383.54
40310 · Personal Safety Equipment	527.97
Total 40300 · Safety Equipment & Training	911.51
40400 · Repair & Maintenance (O&M)	
40430 · Inventory/Tools	6,511.98
40440 · Water Quality Analysis - Dist	880.98
40400 · Repair & Maintenance (O&M) - Other	12,081.20
Total 40400 · Repair & Maintenance (O&M)	19,474.16
40500 · Vehicle Maintenance & Expense	
40505 · Fuel Expense	1,321.12
40515 · Ford F350 2016 - Unit 3	2,176.40
40520 · Chevy PU 2017 - Unit 5	102.94
40535 · Chevy PU 2015 - Unit 10	460.76
40540 · Chevy PU 2016 - Unit 11	362.98
Total 40500 · Vehicle Maintenance & Expense	4,424.20
40000 · Distribution - Other	9,740.50
Total 40000 · Distribution	35,296.21
41000 · Wells & Booster Station	
41100 · Utilities	
41105 · Wells 1 & 2 - PGE 2671	245.81
41110 · Well #3 - PGE 2838	1,312.58
41115 · So. Booster - AT&T 2121	5.00
41116 · So. Booster - AT&T 6708	386.61
41120 · So. Booster - Internet	85.00
Total 41100 · Utilities	2,035.00
41300 · Repair & Maintenance (O&M)	16.15
Total 41000 · Wells & Booster Station	2,051.15
50000 · Administration/ General	
50100 · Utilities	
50105 · Oak St.- PGE 2838	355.48
50110 · 2 Outdoor Lights - PGE 3564	22.10
50120 · Verizon - On-call Cell Phone	52.01
50130 · Answering Service	363.00
50135 · Telephone - TDS	355.38
Total 50100 · Utilities	1,147.97
50200 · Office Supplies	191.18

Clear Creek Community Services District

Profit & Loss

07/10/24

June 2024

Accrual Basis

	Jun 24
50305 · Subscriptions	139.87
50310 · Advertising & Public Notices	771.30
50315 · Postage	140.55
50320 · Meal & Reimbursements	80.64
50330 · Bank Service Fee/Finance Charge	14.50
50500 · Special & Professional Services	
50510 · Director Fees	525.00
50515 · Server & Computer Maintenance	
50516 · Municipal Software	900.00
50517 · Software Subscriptions	283.42
50515 · Server & Computer Maintenance - Other	1,114.88
Total 50515 · Server & Computer Maintenance	2,298.30
50520 · Legal	300.00
50525 · Engineering	431.75
50530 · Equipment Maintenance & Lease	382.23
50535 · Building & Ground Maint.-Office	
50536 · Waste Management	192.20
50535 · Building & Ground Maint.-Office - Other	233.32
Total 50535 · Building & Ground Maint.-Office	425.52
Total 50500 · Special & Professional Services	4,362.80
50700 · Regulatory	
50900 · Testing & License Fees	121.00
Total 50700 · Regulatory	121.00
51400 · Employee Benefits	
51405 · Vision, Dental,	626.00
51415 · UNUM-Disability, Life, Accident	1,560.86
51435 · CalPERS Health Insurance Exp	14,403.30
51440 · CalPERS Retirement Contribution	19,100.70
51455 · Uniform Service	250.75
Total 51400 · Employee Benefits	35,941.61
51600 · Retiree Benefits	
51605 · Retiree Health Benefit - Direct	521.86
Total 51600 · Retiree Benefits	521.86
53000 · Customer Accounts & Billing	
53015 · Supplies	
53025 · Billing Supplies & Materials	6,811.04
Total 53015 · Supplies	6,811.04
53016 · Meter Reading/ License	101.28
Total 53000 · Customer Accounts & Billing	6,912.32
Total 50000 · Administration/ General	50,345.60
60000 · Payroll Expense -Salary & Wages	
60100 · Payroll Exp - Administration/GM	11,583.08
60200 · Payroll Exp - Distribution	13,992.48
60300 · Payroll Exp - Water Treatment	19,211.75
60500 · Payroll Exp - Customer Accts	8,550.51
Total 60000 · Payroll Expense -Salary & Wages	53,337.82
80000 · Grants	
80010 · Backwash Pond Grant D2202015	
80011 · Engineering	7,053.00
Total 80010 · Backwash Pond Grant D2202015	7,053.00

2:36 PM

Clear Creek Community Services District

Profit & Loss

07/10/24

June 2024

Accrual Basis

	<u>Jun 24</u>
80030 · ARPA Grant-DIST00202401AMR	
80031 · Materials and Equipment	177,452.63
80030 · ARPA Grant-DIST00202401AMR - Other	490.68
	<hr/>
Total 80030 · ARPA Grant-DIST00202401AMR	177,943.31
	<hr/>
Total 80000 · Grants	184,996.31
	<hr/>
Total Expense	383,903.07
	<hr/>
Net Ordinary Income	256,779.45
	<hr/>
Net Income	<u>256,779.45</u>



5880 Oak Street, Anderson, CA 96007
Phone: (530) 357-2121 Fax: (530) 357-3723

MEMO

Date: July 17th 2024
To: Board of Directors
From: General Manager – Paul Kelley
Re: 6 - Old business/New Business (Discussion/Action)

Discussion:

6.a – USBR Report – Account Reconciliation (Discussion)

This item for discussion on Account Reconciliation update, and other USBR water related items

Recommendation:

Review, Discussion, provide direction to GM.

Discussion/Action:

6.b – Ordinance 2024-10 – Workplace Violence Prevention Program (Discussion/Action)

Update from OSHA with Template and implementation for July

See item memo for more background and discussion.

Recommendation:

Review, Discussion, By Motion Approve the Ordinance 2024-10

6.c Drought and Water Shortage 2010 Plan update – (Discussion)

Update to the 14 year old plan – The District needs to start the process of getting the current plan updated to comply with updated California laws.

For discussion purposes and start the process of updating the plan.

See the more detailed memo for the item.

Recommendation:

Review, Discussion, Provide input/direction and.

Discussion/Action:

6.d – Backwash Ponds Project – PACE Engineering Amendment and update (Discussion/Action)

Update on the Backwash ponds project and the need to update / amend PACE engineering agreement for current condition of the project.

See item memo for more background and discussion.

Recommendation:

Review, Discussion, By Motion Approve the GM Signature on Engineering Agreement Amendment



5880 Oak Street, Anderson, CA 96007
Phone: (530) 357-2121 Fax: (530) 357-3723

MEMO

Date: July 17th 2024
To: Board of Directors
From: General Manager – Paul Kelley
Re: **6a** – USBR report and Account Reconciliation

Discussion:

6.a –

This item for discussion on Account Reconciliation update, and other USBR water related items

There is nothing to report on the Account Reconciliation.

If more, then reported at meeting.

Recommendation:

Review, Discussion, provide direction to GM.



5880 Oak Street, Anderson, CA 96007
Phone: (530) 357-2121 Fax: (530) 357-3723

MEMO

Date: July 17th 2024
To: Board of Directors
From: General Manager – Paul Kelley
Re: **Ordinance 2024-10 – Workplace Violence Prevention Program** (Discussion / Action)

Discussion/Action:

6b – Ordinance 2024-10 – Workplace Violence Prevention Program (Discussion / Action)

The District has a Workplace Violence prevention program in place from 2018, it also included “ethics”. The District updated the Ethics Policy – and separately adopted that policy.

In March of 2024, the District was notified from ACWA/JPIA that OSHA was updating their Workplace Violence Prevention plan elements and would be providing a template.

In May/June that template was used to come up with the attached. The Interim Distribution Supervisor completed a draft in Mid June, and received input from some members of staff and the GM.

This draft has been submitted to the Union for comment, and needs to be updated for July.

The previous WVPP was adopted by Ordinance and this update will need to be adopted by ordinance, the ordinance allows future adjustments, updates per law to be done by the GM.

ACWA/JPIA is also providing the District a service plan for a year of review of policies like Illness and Injury prevention program (IIPP), and other safety related policies over the coming year, and this plan will be part of that review and combined with other policies.

Recommendation:

Review, Discussion, By Motion Approve the Ordinance 2024-10 – Approving the updated Workplace Violence Prevention Program

CLEAR CREEK COMMUNITY SERVICES DISTRICT

ORDINANCE NO. 2024-10

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE CLEAR CREEK COMMUNITY SERVICES DISTRICT TO ADOPT THE CLEAR CREEK COMMUNITY SERVICES DISTRICT *Workplace Violence Prevention Plan (WVPP)*.

WHEREAS, The Board of Directors recognizes the need for the education and protection from workplace violence for the staff and Board members of the Clear Creek Community Services District; and

WHEREAS, The Clear Creek Community Services District recognizes the risk factors as outlined in the Workplace Violence Prevention Plan and understands that making precautions and adopting this updated plan, these risk factors can be reduced; and

WHEREAS, The Clear Creek Community Services District has a zero tolerance policy towards workplace violence as stated in the Plan, and this plan covers all workers, Board members, visitors and customers of the District; and

WHEREAS, this plan follows the guidelines from the ACWA/JPIA (Joint Powers Insurance Authority), and the updated OSHA guidelines and templates; and

WHEREAS, the Board of Directors authorizes the General Manager to make updates to the policy to comply with updates from the JPIA, or OSHA; and

NOW, THEREFORE, IT IS ORDERED, that the Clear Creek Community Services District does hereby adopt the Clear Creek CSD *Workplace Violence Prevention Plan*, dated July 17, 2024

PASSED AND ADOPTED, by the Board of Directors of the Clear Creek Community Services District, this 17th day of July 2024 by the following vote:

Motion:

Second:

Ayes:

Noes: ____

Absent: ____

Abstain: ____

Terry Lincoln, Chair of the Board

Attest: _____
Paul Kelley, General Manager
And Secretary to the Board of
Directors of the Clear Creek
Community Services District



WORKPLACE VIOLENCE PREVENTION PLAN for **CLEAR CREEK COMMUNITY SERVICES DISTRICT**

Our establishment's Workplace Violence Prevention Plan (WVPP) addresses the hazards known to be associated with the four types of workplace violence as defined by Labor Code (LC) section 6401.9.

Date of Last Review: May 30th, 2024

Date of Last Revision: June 25th, 2024

Administering Entity: General Manager, Administrative Assistant

Date Approved:

Last Amendment Date: 2018: Ordinance 2018-01

Approved By: Paul Kelley, General Manager, Board of Directors

Indicative Time for Review: Bi-Annually

Responsibility for Review: General Manager, Board of Directors

Purpose for District Workplace Violence Policy

CCCSD maintains a zero-tolerance standard of violence in the workplace. The purpose of this policy is to provide CCCSD employees guidance that will maintain an environment at and within CCCSD property and events that is free of violence and the threat of violence.

Responsibility

The Workplace Violence Prevention Plan (WVPP or Plan) Administrator, Paul Kelley, General Manager, has the authority and responsibility for implementing this Plan.

All managers and supervisors are responsible for implementing and maintaining the WVPP in their work areas and for answering questions about the WVPP.

Employee Participation

Clear Creek Community Services District (District) ensures the following policies and procedures to obtain active involvement of employees and authorized employee representatives in developing and implementing the Plan.

Management will work with and allow employees and authorized employee representatives to participate in:

- Identifying, evaluating, and determining corrective measures to prevent workplace violence. As part of this Plan, the District engaged all employees to obtain their feedback regarding workplace violence hazards and concerns in their specific workplace.
- Designing and implementing training. Employees are encouraged to participate in designing and implementing training programs, and their suggestions are considered when drafting training materials.
- Reporting and investigating workplace violence incidents.

Employee Compliance

Our system of ensuring that supervisory and nonsupervisory employees comply with the WVPP includes:

- Recognizing employees who follow safe work practices that promote the WVPP in the workplace.
- Training and retraining employees, supervisors, and managers on the provisions of this WVPP and general workplace violence prevention principles.
- Taking disciplinary action against employees who fail to comply with safe and healthful work practices following training, refresher training, or instruction. The District will not tolerate unsafe acts by employees. If any employee violates workplace violence policies and rules or otherwise does not perform their job safely and healthfully, they may be subject to appropriate corrective action, up to and including termination.
- Implementing effective procedures to ensure that all employees, regardless of their title or classification, comply with the WVPP by conducting periodic assessments and training.

Prohibition on Retaliation

The District has implemented effective procedures for accepting and responding to reports of workplace violence, as described below. We prohibit retaliation for reporting workplace violence incidents, and for participating in any investigation of such incidents. This commitment means that we will not discipline, terminate, or otherwise take negative action against any employee for reporting a workplace violence incident, or assisting the District in investigating

such an incident. If you believe someone has retaliated against you for engaging in such conduct, please notify the WVPP administrator immediately.

Communication with Employees

We recognize that open, two-way communication among our management team, staff, and other employees about workplace violence is essential to a safe and productive workplace. Our communication system is designed to facilitate a continuous flow of workplace violence prevention information in a form that is readily understandable by all employees, and consists of the following:

- New employee orientation that includes a discussion of workplace violence prevention policies and procedures
- Workplace violence prevention training programs
- Posted or distributed workplace violence prevention information

Employees may report a violent incident, threat, or other workplace violence concern to the District or law enforcement without fear of reprisal or adverse action.

Employees also will not be prevented from accessing their mobile or other communication devices to seek emergency assistance, assess the safety of the situation, or communicate with a person to verify their safety.

Employees' concerns will be investigated in a timely manner, and they will be informed of the results of the investigation and any corrective actions to be taken. The District also will provide updates to employees on the status of investigations and corrective actions through email, at safety meetings, and via other appropriate methods. These updates may include information about the progress of investigations, the results of investigations, and any corrective actions taken.

Reporting Workplace Violence Incidents, Threats, Concerns

Definitions:

“Workplace Violence” means any act of violence or threat of violence that occurs in a place of employment including, but not limited to, the following:

- The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological drama, or stress, regardless of whether the employee sustains an injury.
- An incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.

There are four (4) types of workplace violence:

- Type 1 Violence: Workplace violence committed by a person who has no legitimate business at the worksite and includes violent acts by anyone who enters the worksite or approaches workers with the intent to commit a crime.
- Type 2 Violence: Workplace violence directed at employees by Non-employees
- Type 3 Violence: Workplace violence against an employee by a present or former employee, supervisor, or manager.
- Type 4 Violence: Workplace violence committed in the workplace by a person who does not work there but has or is known to have had a personal relationship with an employee.

Workplace violence does not include lawful acts of self-defense or defense of others.

“Threat of Violence” means any verbal or written statement including, but not limited to, texts, electronic messages, social media messages or other online posts, or any behavioral or physical conduct, that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.

Reporting Procedures

Employees must report any violent incident, threat, hazard, or other workplace violence concern to a supervisor or manager, who will immediately inform the General Manager. If for any reason an employee does not feel comfortable or cannot inform a supervisor or manager, they may contact the Administrative Assistant directly or immediately contact Law Enforcement.

The District will promptly investigate all employee reports of violent incidents, threats, or concerns, and will notify the reporting employee(s) of the results of the investigation and any actions taken to correct workplace violence hazards identified in the course of the investigation. To the extent possible, CCCSD will maintain the confidentiality of the reporting employee and the investigation but may need to disclose results in appropriate circumstances.

Responding to Workplace Violence Emergencies

A “workplace violence emergency” is any act of violence or threat of violence that occurs at work, including circumstances that can be life threatening or pose a significant risk of injuries to employees or other persons.

In case of a workplace violence injury, the District will:

- Alert all employees of the presence, location and nature of the workplace violence emergency by announcements via cell phones, land lines, emails, two-way radios, if applicable.
- Where appropriate and/or necessary, implement the District’s evacuation plans. Maps of evacuation routes are posted at various locations throughout the District’s buildings, including the Water Treatment Plant and outside shops.

In case of a workplace violence emergency, employees may contact the following entities for help:

- Immediate Danger:
 - call 911 for emergency assistance (dial outside access number first, if applicable) and then notify the General Manager.
- Non-emergency:
 - Paul Kelley, General Manager, 530-357-2121 (office); 530-551-1523 (cell)
 - Shasta County Sheriff's Office, 530-245-6000

Training

The District will develop and facilitate workplace violence prevention training for all employees, including supervisors and managers. Attendance will be mandatory.

The following topics will be covered during the training:

- The District's WVPP, including how to obtain a copy of the Plan.
- How to participate in the development and implementation of the Plan.
- Workplace violence prevention definitions and requirements under California Law.
- How to report workplace violence incidents and concerns to the District or law enforcement without fear of retaliation.
- Worksite and job-specific information, including:
 - I. Workplace violence hazards specific to employees' jobs
 - II. Corrective measures the District has implemented
 - III. How to seek assistance to prevent or respond to workplace violence
 - IV. Strategies to avoid physical harm
- Workplace Violence Incident Logs maintained by the District for each workplace violence incident.
- How to obtain copies of the following records:
 - I. Workplace violence hazard identification, evaluation, and correction
 - II. Training records
 - III. Workplace Violence Incidents Logs
 - IV. Records of workplace violence investigations
- Opportunities for interactive questions and answers with a person knowledgeable about the District's Plan.
- Strategies to avoid/prevent workplace violence and physical harm, such as:
 - I. How to recognize workplace violence hazards including the risk factors associated with the four (4) types of workplace violence
 - II. Ways to defuse hostile or threatening situations

Training and instructions will be provided as follows:

- When the Plan is implemented and annually thereafter
- To all employees with respect to workplace violence hazards specific to each employee's job assignments/work location.

- To all new employees and /or employees given new job assignments/ work location for which they have not previously received training.
- When new processes and/or procedures are introduced to the workplace and present a new workplace violence hazard.
- When the District is made aware of a new or previously unrecognized workplace violence hazard.
- When the District makes changes to the Plan.

Workplace Violence Hazard Assessment

The WVPP will be in effect at all times and in all work areas and is specific to the hazards and corrective measures for each work area and operation.

The District will implement and enforce procedures to identify and evaluate workplace violence hazards including, but not limited to, scheduled periodic inspections to identify unsafe conditions and work practices and employee reports and concerns.

Periodic inspections to identify and evaluate workplace violence hazards will be performed by the General Manager or Administrative Assistant.

Periodic inspections are performed according to the following schedule:

- When the WVPP is implemented
- After any workplace violence incident
- When the District is made aware of a new or previously unrecognized hazard
- Inspections will include an assessment of:
 - I. The need for Violence surveillance measures, such as mirrors and cameras
 - II. Procedures for reporting suspicious persons or activities
 - III. Effective location and functioning of emergency buttons and alarms
 - IV. Posting of emergency telephone numbers for law enforcement, fire, and medical services
 - V. Whether employees have access to a telephone with an outside line
 - VI. Whether employees have effective escape routes from their work area(s)
 - VII. Whether employees have a designated safe area where they retreat in an emergency
 - VIII. The adequacy of workplace security systems, such as door locks, entry codes or badge readers, security windows, physical barriers, and restraint systems
 - IX. The effectiveness of systems and procedures to warn others of actual or potential workplace violence danger or that summon assistance, such as alarms or panic buttons

The District will review all submitted/reported concerns of potential hazards and take appropriate steps to address them.

Employee Access to the WVPP

All employees, their designated representatives, and Cal/OSHA representatives have the right to examine and receive a copy of the District's WVPP. This access will be accomplished by providing unobstructed access via the District's website.

Recordkeeping

The District will:

- Create and maintain records of workplace violence hazard identification, evaluation, and correction, for a minimum of five (5) years.
- Create and maintain training records for a minimum of one (1) year, including the following:
 - I. Training dates
 - II. Contents or a summary of the training sessions
 - III. Names and qualifications of persons conducting the training
 - IV. Names and job titles of those attending the training sessions
- Maintain workplace violent Incident Logs for a minimum of five (5) years.
- Maintain records of workplace violence incident investigations for a minimum of five (5) years, which will not contain medical information per California Civil Code Section 56.05(j).
- All records required by California Labor Code Section 6401.9(f) will be made available to Cal/OSHA upon request for examination and copying.

Correcting Workplace Violence and Hazards

The District will correct workplace violence hazards in a timely manner when they are observed or discovered, and according to the following procedures:

- When an imminent workplace violence hazard exists that cannot be immediately abated without endangering employee(s) and/or property, the District will remove all employees from the area, except those necessary to correct the existing condition. Employees required to correct the hazardous condition will be provided with the necessary protection.
- All corrective actions taken will be documented and dated on the appropriate forms, including the Workplace Violent Incident Log and Workplace Violent Incident Investigation Report Forms.
- Corrective measures for workplace violence hazards will be specific to a given work area.
- Install security surveillance cameras in and around the workplace.
- Provide workplace violence systems, such as door locks, physical barriers, and emergency alarms, if applicable, by:
 - I. Ensuring the adequacy of workplace violence systems
 - II. Controlling access to, and freedom of movement within, the workplace by non-employees, including recently discharged employees or persons with whom one of our employees is having a dispute

- Provide employee training/re-training (refreshers) on the WVPP, which could include but not limited to the following:
 - I. Recognizing and handling threatening or hostile situations that may lead to violent acts by persons who are service recipients of our District.
 - II. Ensure that all reports of violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace are handled effectively by management and that the person making the report is not subject to retaliation by the person making the threat.
 - III. Improve how well our District's management and employees communicate with each other.
 - IV. Procedures for reporting suspicious persons, activities, and packages.
- When Board Governance meetings take place at the worksite, Board members will be reminded of the District's emergency procedures including evacuation plans.
- Establish a policy for prohibited practices as stated below.

Prohibited Behavior

Violence in the workplace may include, but is not limited to the following list of prohibited behaviors directed at or by a co-worker, supervisor or member of the public:

- 1. Direct threats or physical intimidation
- 2. Implications or suggestions of violence; including "veiled threats"
- 3. Stalking
- 4. Possession of weapons of any kind on CCCSD property, including parking lots, other exterior premises or while engaged in activities for CCCSD in other locations, or at CCCSD meetings
- 5. Assault in any form
- 6. Physical restraint, confinement
- 7. Dangerous or threatening horseplay
- 8. Loud, disruptive or angry behavior or language that is clearly not part of the typical work environment
- 9. Blatant or intentional disregard for the safety or well-being of others
- 10. Commission of a violent felony or misdemeanor on CCCSD property
- 11. Any other act that a reasonable person would perceive as constituting a threat of violence

Post-Incident Response and Investigation

After a workplace Incident, the WVPP Administrator or their designee will implement and enforce procedures for post-incident response and investigation including but not limited to:

- Visiting the workplace violence incident scene as soon as it is safe and practicable.
- Interviewing employees and witnesses, and any other involved parties.

- Examining the workplace for security risk factors associated with the incident, including any previous reports of inappropriate behavior by the accused, if any.
- Determining the cause of the incident.
- Taking corrective action to prevent the incident from reoccurring.
- Obtaining copies of any reports completed by law enforcement.
- Recording the findings and corrective actions taken, using a Workplace Violence Incident Log, which will include information such as:
 - I. The date, time, and location of the incident
 - II. The workplace violence type or types involved
 - III. A detailed description of the incident
 - IV. A description of the relationship of the accused to the workplace, including whether the accused was a client, customer, family, friend of a client or customer, stranger with criminal intent, coworker, supervisor or manager, partner or spouse, parent or relative
 - V. A description of the circumstances at the time of the incident including but not limited to, whether employees were completing their usual job duties, working in poorly lit areas, rushed, working during low staff level, isolated or alone, unable to get help or assistance, or working in a community setting or in a unfamiliar or new location
 - VI. A description of where the incident occurred, such as in the workplace, parking lot, or other area
 - VII. The type of incident, including but not limited to, whether it involved any of the following:
 - Physical attack without a weapon, including but not limited to, biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, or spitting
 - Attack with a weapon or object, including but not limited to, a firearm, knife, or other lethal object
 - Threat of physical force or threat of the use of a weapon or other lethal object
 - Sexual assault or threat, including but not limited to, rape, attempted rape, physical display, or unwanted verbal or physical sexual contact
 - Animal attack
 - Other
 - VIII. Consequences of the incident, including but not limited to:
 - Whether security or law enforcement was contacted and their response
 - Actions taken to protect employees from a continuing threat or from any other hazards identified because of the incident
- Reviewing all previous incidents.
- Ensuring that no personal identifying information is recorded or documented in the Violent Incident Log. This prohibition includes information that would reveal identification of any person involved in a violent incident, such as the person's name,

address, electronic mail address, telephone number, social security number, or other information that, alone or in combination with other publicly available information, reveals the person's identity.

Review and Revision of WVPP

The District will implement and enforce procedures to review the effectiveness of this WVPP and revise it as needed including, but not limited to, obtaining the active involvement of employees in reviewing the Plan, as described above.

The District will review the WVPP at least annually, when a deficiency is observed or becomes apparent, after a workplace violence incident, and as needed. All such reviews will include, but not be limited to:

- Review of Incident Investigation and Workplace Violent Incident Log(s).
- Assessment of the effectiveness of security systems including alarms, emergency response, and security personnel availability, if applicable.
- Ensure violence risks are being properly identified, evaluated, and corrected, and any necessary revisions are made promptly and communicated to all employees; revisions may involve changes to procedures, updates to contact information, and additions to training materials.

The District will update the WVPP to include any procedures or other information determined by Cal/OSHA's Occupational Safety and Health Standards Board to be necessary and appropriate to protect the health and safety of all employees.

District Reporting Responsibilities

As required by California Code of Regulations ("CCR"), Title 8, Section 342(a), "Reporting Work-Connected Fatalities and Serious Injuries," the District will immediately report to Cal/OSHA any employee's serious injury or illness (as defined by CCR, Title 8, Section 330(h)), or death (including any injury, illness, or death due to workplace violence) occurring at work or related in any way to employment with the District.

ACKNOWLEDGEMENT OF WORKPLACE VIOLENCE PREVENTION PLAN ADMINISTRATOR

I, Paul Kelley, General Manager of Clear Creek Community Services District, hereby authorize and ensure the establishment, implementation, and maintenance of this written Workplace Violence Prevention Plan and the documents/forms within this written Plan. I am committed to promoting a culture of safety and violence prevention in our workplace and believe these policies and procedures will help us achieve that goal.

Paul Kelley, General Manager

Signed

Date

DRAFT



5880 Oak Street, Anderson, CA 96007
Phone: (530) 357-2121 Fax: (530) 357-3723

MEMO

Date: July 17th 2024
To: Board of Directors
From: General Manager – Paul Kelley
Re: **6c – Drought and Water Shortage 2010 Plan update** (Discussion)

6.c – Drought and Water Shortage 2010 Plan update (Discussion)

The District last updated the current Drought and Water Shortage plan in 2010.

Over the past 14 years, there have been more droughts and good water years. There has also been updates to state law and California Water board criteria for drought plans – including templates.

The District falls in the “Less than 3000 connections” portion of the rules. This keeps us out of some of the Urban water agency (cities etc) rules.

In September – SB 552 was passed and signed. The State created an updated template to comply with this and government code 10609.

In short: the Description:

“ This bill would require small water suppliers, as defined, serving 1,000 to 2,999 service connections, inclusive, and nontransient noncommunity water systems that are schools, no later than July 1, 2023, to develop and maintain an abridged Water Shortage Contingency Plan that includes specified drought-planning elements.”

The current Plan includes a lot of information related to the Districts history of water use, relationship to the USBR supply, a draft USBR water shortage plan, and much more.

Staff is recommending that we take the State’s Template for less than 3000 connection water districts to comply with the law and include more specific information related to the Districts specific water supply and other characteristics. The District’s Volunteer, has used the template and started the edits to create a document with more Clear Creek Characteristics. This needs to be continued to take into account the USBR shortage policies, the Districts historic use and future projections, the District wells, updated health and safety projections, and how “penalties” are handled for the stages of drought.

Since 2010, the Bureau has updated and finalized their “M&I Shortage Policy Guidelines and Procedures”

Staff is using this meeting as the launch of the update process, and recommends the Planning and Steering Committee have a meeting to review and provide Community input opportunity. And continue to update this draft and look to bring back to the Board in the Fall for adoption.

Attached for the Board’s reference:

1. 2010 Drought Planning and Water Storage Policy
2. DRAFT 2024 Water Shortage Contingency Plan

3. SB 552 Information and text
4. USBR February 2017 – M&I Shortage Policy
5. 2021 Ordinance for the past drought penalties

Recommendation:

Review, Discussion, Provide input and direction to staff

CLEAR CREEK COMMUNITY SERVICES DISTRICT

DROUGHT PLANNING

AND

WATER SHORTAGE POLICY

OCTOBER 2008

REVISED JANUARY 2010

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Exhibit A - 28

M&I Water Shortage Policy Environmental Assessment (EA)
Executive Summary

60% M&I allocation under Alternative 1A

CVP M&I Water Service Contractors (Trinity River and Shasta Divisions)
Water Demand and Public Health and Safety Water Quantities

Public Health and Safety calculation for Clear Creek CSD

Exhibit B - 29

Resolution 1990-4 Adopted May 29, 1990

Resolution 1991-3 Adopted January 16, 1991

Resolution 1991-6 Adopted January 30, 1991

Resolution 1991-8 Adopted March 6, 1991

[Ordinance 2008-10 Adopted December 17, 2008](#)

[Ordinance 2009-01 Adopted March 4, 2009](#)

[Ordinance 2009-03 Adopted April 27, 2009](#)

[Ordinance 2009-05 Adopted May 18, 2009](#)

Section I - Introduction

Under legislation passed during the drought in the early 1990s, each California urban water supplier providing municipal water directly or indirectly to more than 3,000 customers, or supplying more than 3,000 acre-feet of water annually must prepare, adopt, and send a Water shortage Contingency Plan to the California Department of Water Resources.

In 2009, State lawmakers crafted a plan, the "2009 Comprehensive Water Package", to meet California's growing challenges. The plan is comprised of four policy bills and an \$11.14 billion bond. The package establishes a Delta Stewardship Council; and ambitious water conservation policy; better groundwater monitoring; and funds for Water Resources Control Board to enforce illegal water diversions.

The Clear Creek Community Services District was formed in May 1961 pursuant to the California Special Districts Law, Government Code Section 56036 for the purpose of obtaining a water service contract with the Bureau of Reclamation to deliver irrigation water to the area in southwestern Shasta County know as Happy Valley from the Federal Central Valley Project.

In 1963 when the District was preparing to execute the contract, the Bureau of Reclamation required the District to expand their authorities pursuant to Government Code Section 61600 to include "water for domestic use, irrigation, sanitation, industrial use, individual use, fire protection and recreation".

The primary source of supply for the District is surface water from Whiskeytown Reservoir, part of the Clear Creek South Unit of the Trinity River Project, a portion of the United States Bureau of Reclamation's Central Valley Project. The contract allows diversions of up to 15,300 acre-feet annually, subject to reductions during drought years. The entire allocation may be used as irrigation and/or municipal and industrial without limit of either up to the total allocation of 15,300 acre feet.

The District has three wells in the Lawrence A. Russell South District Well Field at the southern boundary of the District. The three wells are each capable of producing 1,500 gallons per minutes. Well number one was originally limited to pumping for emergency purposes only, such as failure of the conduit from Whiskeytown, however, when the second two wells were constructed, the Board of Directors lifted the restrictions and changed the status from standby with the California Department of Public Health. The wells are primarily used for emergencies and to provide supplemental supply during drought years when the District's surface water supply is reduced.

In an effort to make the District more self sufficient during years of shortages, a capital project was undertaken in August 2009 to construct a 350,000 gallon tank located at the South District Well Field. It is anticipated that the construction will be complete before the start of the 2010 water year.

Spurred by the growth in the District and the possible reductions of the surface water supply during drought years, the District has undertaken a substantial effort to obtain supplemental groundwater supplies, primarily from two large developments known as North Fork Ranch and Cottonwood Estates Project. North Fork Ranch developers have agreed to develop three deep-water wells and Cottonwood Estates Project developers have agreed to develop one well for dedication to the District.

Due to the recent drop in the housing market, the North Fork Ranch and Cottonwood Estates Projects are currently dormant.

The District determined that the previous drought plan, in the form of the Resolutions, referenced here and included in Exhibit B, contain adequate rate structure of penalties and surcharges already in place, making Proposition 218 hearings unnecessary. The District will adopt by Ordinance this Drought Planning and Water Shortage Policy in its entirety, including a declaration that the District has the latitude to impose penalties and surcharges up to, but not exceeding the amounts listed in the Resolutions already in place, based on the Shortage Stage adopted. Should the District determine increased penalties and surcharges become necessary, Proposition 218 hearings will be held.

Section II - Coordinated Planning

The District has coordinated the preparation of its plan with other water suppliers and public agencies in the area.

- 1) U.S. Bureau of Reclamation
- 2) California Department of Public Health
- 3) California Department of Water Resources
- 4) Redding Area Water Council

From 1990 to 2009, the Bureau of Reclamation has curtailed supplies seven years. Due to the method that was used to calculate M&I and agricultural allocations, five of those years left the District with an inadequate supply. Agricultural allocation in 1990 was 50%; 1991 and 1992 were 25%; 1994 was 35%; 2001 was 60%; 2008 was initially announced at 45% then decreased to 50% on June 3, 2008; and 2009 was initially announced at zero, increased to 5% March 20, 2009; 15% April 21, 2009; and ended at 40% on May 22, 2009.

In 1992 anticipating the need for an emergency source of water due to possible failure of the Muletown Conduit or severe drought conditions the district constructed one 1,500 gpm well in county right-of-way south of the then current district boundary. Due to unanticipated litigation, the district was forced to restrict the usage from the well to emergency use only, not to exceed 15 calendar days per year.

During 1991 and 1992 the District allocation of surface water was 25% of historical usage. The District requested and was granted approval from the Bureau for transfers of supplemental water from other purveyors and a private water rights holder in eastern Shasta County. In the previous 20 years the District has also made numerous transfers of irrigation water to districts in the Tehama Colusa Canal Authority and more recently to Bella Vista Water District.

In 1998 and 1999, the district purchased two parcels in the same general area as the first well and constructed two additional wells with capacity of 1,500 gpm each. In 2005, with the completion of Phase II of the Redding Area Water Council (RAWC) study of the Redding Groundwater Basin, the Board of Directors determined it was in the best interest of the district to lift the restriction from well one from emergency/standby to regular usage. To date the district has not found need to pump well one with the exception of short duration emergencies or maintenance of the Muletown Conduit.

The district is planning a conjunctive use program in the event of severe shortage of surface water supply and/or to supply large developments in the future.

During water year 2009, with unprecedented curtailment in the water allocation, the District anticipated using the well field to supplement the very limited surface water supply. A last moment transfer from McConnell Foundation and an unexpected increase in allocation made pumping unnecessary; however, it did demonstrate the urgency of construction in a larger surge tank.

Section III - Historical Water Usage (1992 to 2009)

The District records of production for surface and groundwater and cumulative consumption of individual meters from 1992 to 2009 is summarized on Table I for both agricultural and municipal and industrial. The production records are fairly accurate while the cumulative consumption of Centerville and individual meters within the District varies a great degree depending on the period of time examined. The district began a meter retrofit program in 2003 to replace all existing meters with new electronic read meters. Replacement of the meters accomplished more accurate readings. The winter months still tend to be less accurate due to the under recording of water through large meters that have yet to be replaced. The large meter replacement is expected to be complete by the end of 2010. It should be noted that 1990, 1991 and 1992 were years of severe reductions in supply from the Federal Central Valley Project, 50% and 75% (1991-92) reductions, respectively. Those three years were by far the most severe until 2009 with an initial announcement of 50% of historical M&I and zero for agriculture.

In 1992 and 1993, Centerville CSD reported their water consumption under the Shasta County consignment directly to the Bureau, therefore, Clear Creek CSD does not have that information and the additional usage is recorded under losses.

The variance between production and cumulative use inside the district is recorded and paid for as agricultural usage. The actual loss between the filter plant and meters is currently estimated at less than 5%.

This information was analyzed during the preparation of the updated 2007 Master Water Plan, adopted in January 2008. The information was evaluated to help determine system demand trends and calculate average design values. Design values, coupled with growth rate estimates allow a projection of future water demands.

The maximum annual demand on the system in 1987 was a total of 15,300 acre-feet, the total annual allocation available from surface water. Due to the drought in the early 1990s, a loss of commercial production of the olive orchards and increased M&I deliveries, the agricultural water usage has continued to decline through the previous decade.

The current district population is estimated at 10,000. From 1997 to 2005 the district experienced a steady growth rate of 1% per year or approximately 25 units per year. From 2005 to 2008 during the building boom, 45 units were added for an adjusted annual growth of 1.7%. Although growth in the district is projected to continue at approximately 4% per year due to two large developments, economic factors may slow or even prevent it for several years. As of January 2010, these developments are dormant.

Production rates vary from year to year depending on irrigation demand that is greatly influenced by the timing and amount of spring/summer precipitation and temperature. The annual production declined dramatically from 15,300 acre feet in 1988 to 5,482 acre feet in 2005; 5,923 acre feet in 2007 and 3665 acre feet in 2009.

The District's allocation was reduced to 50% of normal supply in 1990, or 7,650 acre feet; in 1991 and 1992 the allocation was reduced to 25% of normal or 3,825 acre feet. Although the district had constructed one well to supplement surface water in the event of drought or emergency, a decision by the courts based on litigation brought by the Farm Bureau prevented the District from pumping those years.

The District's allocation was reduced to 50% of normal supply in 1990, or 7,650 acre feet; in 1991 and 1992 the allocation was reduced to 25% of normal or 3,825 acre feet. Although the district had constructed one well to supplement surface water in the event of drought or emergency, a decision by the courts based on litigation brought by the Farm Bureau prevented the District from pumping those years.

The District currently has 2,690 service units as listed on Table II. Although 25.4% of the total service connections are devoted to agriculture, they represent approximately 58.9% of the total water consumption in a normal year.

In an unprecedented curtailment in 2009, the total number of agricultural accounts was reduced to 480 or 17.8% of the total although the agricultural consumption accounted for 69.4% of total consumption.

The last full allocation year water demand (2007) inside the District is listed on Table II as 5,963 acre-feet. Excluded from this total is 135 acre-feet of loss (the difference between production and cumulative use inside the District). Between 1992 and 2007, the loss was reduced to 2.6% cumulative average due in large part to the meter retrofit program and more accurate measurements at the point of diversion.

The average annual loss for years 1992-2007 equaled 177 acre feet. That loss was further reduced by 8% to an average annual loss of 167 acre feet at the end of 2009.

Section IV - Projected Water Use (2008-2011) with Normal Water Supply

Projected consumption for the next three years is estimated to increase at an annual rate of .76% overall. Table II shows the historical and projected water use assuming a normal supply is available. Residential demands have increased an average of 4.3% per year from 2005 to 2007. The 2006 residential usage was somewhat of an anomaly at only 1,755 acre-feet. The 2005 residential consumption, as shown, was 47,920 cubic feet, or 1.1 acre-feet, per unit.

Agricultural demand has been decreasing at a 3.8% annual rate or 72.2% since 1988. This decrease is due to several factors: Agricultural lands being subdivided; individual accounts no longer qualifying for subsidized rate; more efficient watering methods; meter retrofit records accurate readings allowing for greater awareness of consumption; and lack of recovery from the drought in 1990-1994.

Due to the curtailment of supplies in the 2009 water year and a commitment by the District to ensure compliance by individual landholders, agriculture has suffered a further decline to 480 accounts, or 17.9% of the customer base.

Section V - Water Service Contract Shortage Provisions

In years of water shortages, due to less than normal rainfall or regulatory requirements, water deliveries under the District's contract may be reduced in accordance with contract shortage provisions, in particular the "then-existing Project M&I Water Shortage Policy". USBR states that the M&I Water Shortage Policy has yet to be finalized, and they are continuing the process of review and potential revision. For planning purposes, the December 19, 2005 draft M&I Shortage Policy must be relied upon, unless or until a final Shortage Policy is provided by USBR.

According to the Draft M&I Water Shortage Policy, during years of shortages, reductions will generally be as follows: M&I deliveries will remain at 100% of historical use until agricultural is reduced below 75% of contract entitlement. Thereafter, M&I and agricultural water allocations will be reduced equally until the M&I allocation reaches 75% of historical use (e.g. agricultural allocation would be 50% and M&I allocation would be 75%). No further reductions of M&I would be made until the agricultural allocation is reduced below 25% of the contract entitlement. If agricultural allocation is reduced below 25%, the M&I allocation may be reduced below 75%. Reductions in M&I allocation are--to the extent supplies are available--subject to a minimum *public health and safety* water supply level; the *public health and safety* water supply level is not set at a fixed percentage or quantity, it may vary from one CVP contractor to another, and it depends in part on evolving state criteria, and requires consultation with USBR to establish.

Also, at times of extraordinary circumstance during severe and continuing drought, the USBR reserves the option to reallocate available M&I water among CVP contractors, taking into consideration the contractor's available non-CVP water.

As established in the M&I Water Shortage Policy Environmental Assessment (EA), Clear Creek CSD's "public health and safety" water supply level is 3,063 acre-feet. The EA limits Clear Creek CSD's M&I allocation to a total of 8,283 acre feet per year, however the Water Service Contract has no such limits contained in it and all water is convertible as either M&I or agricultural.

In the 2009 water year, the initial allocation was announced at 50% M&I and zero agricultural. Due to the unusual mixture of agricultural and M&I accounts, households associated with agricultural accounts were not taken into consideration when the initial allocation was made. When this issue was brought to the attention of the Bureau, they took a position of making available 50% of historical M&I usage or 60 gallons per capita day for public health and safety, which was a lesser amount than the 50%.

This, unfortunately, reduced the allocation to M&I customers even further making a purchase of supplemental water critical.

In 2008 CVP contractors North of the Delta received 75% of historical M&I delivery and 40% of agricultural supply. The policy was applied "ad hoc" to the mixed contractors having both M&I and agricultural supply available, such as Clear Creek CSD because these contractors don't specifically fit into the policy. The allocations were calculated by

averaging the previous three years M&I usage and applying 75%. The average M&I usage was then subtracted from the total contract quantity, and the agricultural allocation of 40% was applied to the balance (e.g. $2,162 \times 75\% = 1,621$ M&I available. Contract total of $15,300 - 2,162 = 13,138 \times 40\% = 5,255$ agricultural supply available.)

Exhibit A contains the M&I Water Shortage Policy EA Executive Summary of an example application of 60% M&I allocation under Alternative 1A; CVP M&I Water Service Contractors Water Demand and Public Health and Safety Water Quantities; and the Public Health and Safety calculation for Clear Creek CSD.

The Bureau did not follow the Public Health and Safety calculations, but established a 60 gallon per capital day level.

The existing draft M&I Water Shortage Policy provides that "any quantity of CVP water over and above that portion of the CVP water identified as projected M&I water need from the CVP for year 2025 as shown in the Water Needs Assessments prepared by Reclamation for the CVP Long-Term Water Service Contract renewals that is transferred or converted to M&I use will be subject to shortage allocation as irrigation water". The USBR derived a projected M&I water need of 8,283 acre feet for Clear Creek CSD and currently applies that limitation to the district's M&I water quantity under the district's contract for 15,300 acre feet of water. Under the existing Shortage Policy any M&I water used by the District in excess of 8,283 acre feet would be subject to shortage allocation as irrigation water.

The application of irrigation shortage provisions to M&I water use over 8,283 acre-feet effectively limits the use of such M&I water to temporary peaking supplies during non-shortage or non-drought conditions. Water supplies subject to irrigation shortage provisions would not have sufficient reliability to have *public health and safety* protection to serve as a long-term permanent water supply for M&I uses, such as domestic residential water. The District disputes the applicability and legality of this portion of the existing draft M&I Water Shortage Policy, and also disputes the accuracy of the USBR M&I Water Needs Assessment. As an example, the M&I Water Needs Assessment prepared by the USBR reflects a gallons/capita/day demand of 254 in the year 2025. The 2007 Master Water Plan, prepared by PACE Engineering, Inc. reflects in 2006 an actual 5/8" household equivalent average day demand of 930 gallons and a maximum day demand of 2,030 gallons. The District has communicated with USBR in regard to the dispute; however the issue remains unresolved at this time.

Until there is a resolution of the USBR M&I Water Shortage Policy, the District cannot rely upon the availability of any contract M&I water over 8,283 acre feet per year as a permanent supply of M&I water.

Section VI - Worst Case Water Supply Availability (2008- 2011) with Decreased Supply

The Clear Creek Community Services District contracts with the Bureau of Reclamation (Bureau) for its surface water source. The annual contracted diversion is 15,300 with varying degrees of reduction during drought years. Table III reflects a projection of the District's worst-case water supply availability for 2009 through 2011. The assumption is predicated on a 25% water supply for agriculture and 75% supply for M&I from the Bureau of Reclamation for surface supply the first year and supplemental supply from the District's three wells.

Based on the actual allocation announced for water year 2009, the worst case assumption will now be predicated on a zero water supply for agriculture and a 50% supply for M&I.

The District's contract with the Bureau is 100% convertible, meaning it can be used for M&I and/or agriculture without restriction. Therefore, it is somewhat more difficult calculating a reduction in supply. In accordance with the M&I Shortage Policy, reductions are calculated on a three-year rolling historical average for M&I. That average is then deducted from contract quantity. The reduction is then applied to those two figures. Currently when the agricultural allocation is 35% or more, there is adequate supply to serve the full need of the District, assuming we can always transfer agricultural allocation to supply the M&I shortage. This transfer to supply M&I was accomplished this year although the M&I Water Shortage Policy does not cover "mixed" contractors.

Since each of the District's three wells are capable of producing 1,500 gpm, keeping one in reserve and pumping two simultaneous at a rate of 1,500 gpm would make available an additional 13.3 acre feet per day or 1,197 acre feet over a period of 90 days, which would theoretically cover the high seasonal demand. The fourth well, developed by North Fork Ranch has yet to be dedicated to the District, however, due to size and construction materials/standards used, it was determined that the well is not adequate for production but will instead may be used for monitoring purposes.

Because of the relatively low agricultural consumption in relation to the total surface water allocation, currently unless there was total elimination of agricultural water by the Bureau, with water education awareness and a vigorous public information campaign, agriculture in the District would have only a minor impact down to a reduction of 25%.

Should this worst case scenario become reality the District would be forced to enforce a mandatory restriction in order to reduce the projected consumption levels by 61% in 2008, 64% in 2009, etc.

Due to an initial announcement of 50% M&I and zero agricultural water deliveries, the District enacted Stage IV of the Drought Planning and Water Shortage Policy in March 2009 establishing a 50% of 2007 usage as a baseline. Usage over that amount was subject to a Conservation Charge.

As the 2009 allocation increased during the early months of the year, the Stage V was reduced to Stage I. The actual M&I usage was 1583 acre feet, or 73% of the 2007

usage; however it was 147% of the 50% initial allocation amount of 1,081 acre feet proving the insufficient surface water allocation during times of drought and the dire need for dependable alternative supply.

The 2009 actual agricultural usage was 2,541 acre feet, or 77% of the final 40% allocation of 3,285 acre feet. It was 68% of the 2007 actual usage of 3,743 acre feet.

Early projections (March 2008) of water deliveries from the Bureau for water year 2008 indicate there will be M&I deliveries of at least 75% of the District's 2005, 2006 and 2007 averaged delivery with consideration for extraordinary growth. Indications are that agricultural supplies will be 40%. As of June, these are the actual supplies.

The worst-case surface water deliveries were computed using a 25-50-75% supply with an increase for growth. For this purpose, the estimated growth for 2008-2011 is estimated at 4% per year based on the 2007 Master Water Plan, however it is doubtful that that level of growth will be seen. Acquiring hardship water from the Bureau could accommodate this level of growth demand. [As we were made aware in 2009, hardship water was not available for the households associated with agricultural accounts, making it necessary to obtain supplemental supplies.](#)

Projections for utilization of existing groundwater wells are summarized in Table III. The District currently has three production wells capable of producing 1,500 gpm each. A fourth well was developed by North Fork Ranch, however, due to the size and construction materials/[standards](#), has been determined to be useful as a monitoring well only.

Section VII - Stages of Action

Clear Creek Community Services District will adopt a four stage Drought Contingency Plan. The "Alert" stage of the plan will seek to educate the customers through water awareness education and a vigorous public relation campaign of the curtailment of supply to the District. Stage I seeks a reduction of 10% through voluntary programs. Stages II, III and IV will have a combination of actions and restrictions, each progressively more severe. The District will use financial incentives as a means to reduce consumption by not imposing drought service charges when voluntary reductions result in usage outlined in Section IX - Consumption Limits.

Alert Stage will be put into effect as soon as the Bureau makes the allocation announcement in January for the next water year beginning March 1st if warranted. The Alert stage will be triggered by less than 100% M&I and 75% agricultural allocation. Alert stage will encourage customers to fix leaks, be aware of their usage and not waste water. Schools, large irrigation users, Veteran's Cemetery, West Central Landfill and W.E.S. Camp will be contacted by the District informing each of the situation and request that they take immediate water conservation measures.

Stage I of the Drought Contingency Plan will seek to obtain a 10% reduction through voluntary programs. Many of the items in Stage I are communicated to District customers by way of billing inserts, newspaper advertising and verbal communication as District staff interact with the consumers. Stage I will be triggered by 75% M&I and 50% agricultural allocation. No agricultural applications will be accepted for new projects.

Stages II, III and IV will use a combination of pricing surcharges for usage above a 2007 baseline year allotment to the customers and District operational decisions that directly affect water production. Stage II will be triggered by allocations of 75% M&I and 45% agricultural; Stage III by allocations of 75% M&I and 25% agricultural; and Stage IV will be triggered by allocations of 50% M&I and 10% agricultural supply. The last stage, Health and Safety level is triggered with an allocation of 50% and 0% agricultural supply.

The District will call on The Veteran's Cemetery and Igo-Ono School District to restrict their usage in accordance with the "First Call for Reduction" letters of agreement in file when Stage I is declared by the District.

A copy of the Drought Contingency Plan Stages of Action is located in the Appendix at the end of this document.

Table IV reflects at which supply level different stages of the Drought Contingency Plan are triggered. The base year for determining the stages and their percent of reduction is 2007, as this was the last pre-drought year.

During a year when the contractors of the Central Valley Project are subject to reduced allocations, Clear Creek Community Services District will endeavor to manage its supply in a responsible manner as a good steward of the water. To that end, whenever

possible water transfers to other local districts that can be accomplished without impact to the District's customers will be a priority. It is the Board's intention to ensure the District's entire supply is put to "beneficial use" as often as possible.

Section VIII - Mandatory Prohibitions on Water Use

Mandatory prohibitions of water use are triggered when Stage II of the Drought Planning and Water Shortage Policy is enacted by ordinance of the Board of Directors. These mandatory prohibitions will carryover into Stages III and IV [and Health and Safety](#).

In Stage II, with a [45%](#) reduction in agricultural supply, new agricultural endeavors, as well as new commercial irrigation, landscaping of new common area, and divider strips associated with new construction will not be supplied.

Stage II will also trigger the "first call for reduction" from the Veteran's Cemetery and Igo Ono School; both have a letter of agreement on file at the District office. If the request to either entity to curtail water is not adhered to, the balance of the deferred capacity charge for the individual entity will become due and payable immediately.

Under a severe, Stage III reduction of [75%](#) or more, flow restrictors may be placed on any agricultural service that exceeds 75% of their last whole year. No new agricultural services will be allowed. In the case of an M&I shortage of [50%](#), flow restrictors may also be used for customers who use more than 110% of their last whole year. During Stage [IV and Health and Safety level](#), new M&I services will be allowed an average of 1,500 cubic feet (11,220 gallons) per month, or 134,640 gallons per year.

During Stages III and IV, outside watering may be limited to certain days or hours in an effort to conserve water. No allocation will be allowed for new pools or ponds, additional landscaping, etc.

No water shall be applied to clean driveways, walks, etc. where a broom or blower should instead be used. Car washing will be discouraged.

[In the event that Health and Safety level is reached and additional supplies are not available through transfer, all outside watering, exclusive of livestock, will be strictly prohibited.](#)

Section IX - Consumption Limits

The District will adopt, by ordinance, an allocation method for each customer type based on a percentage reduction of their last whole base year.¹

For the purpose of limiting consumption, depending of the Shortage Stage declared, the consumption limitation will be based on the *individual customer base year*. Financial incentives will be used to help limit consumption. When Stages **is** declared, with a District allocation of 75% M&I and 45% agricultural supply, agricultural customers whom limit their consumption to 80% of the same month of the base year will be rewarded with no penalty or surcharge. During Stage **III** the District allocation of 75% M&I and 25% or less agricultural supply, M&I customers who limit their consumption 70% of the same month of the base year will be rewarded with no penalty or surcharge. Due to the fact that agricultural supply to the District **has been** totally eliminated by the Bureau **during water year 2009 and may be once again, when** the District's agricultural supply is known, agricultural customers will be notified of their consumption limitation based on the last whole base year.

During a declared Stage II with a District agricultural allocation of 45% or less, no new agricultural accounts will be established, and no new agricultural enterprises will be allowed. Existing agricultural customers will be asked to monitor their usage, repair leaks, etc. During stages II and III with a District agricultural allocation of 45% and 25%, existing agricultural customers will be asked to voluntarily reduce consumption by 15%.

During Stages IV with a District agricultural allocation of 10%, existing agricultural customers will be asked to reduce consumption by 25% or more **as necessary**, of their same month base year total to avoid penalties and surcharges.

During a severe Stage IV **or Health and Safety** drought with a District allocation of zero to 25% agricultural supply, well water may be available to supplement agricultural customers. The well water will be charged at a yet to be determined rate (in no event more than the penalties and surcharges listed in Exhibit B), to offset the pumping and treatment costs. Existing agricultural customers will be asked to reduce consumption by 50% or more **as necessary**. Those who limit their usage to a minimum of 50% of the last whole base year usage per month will be rewarded with no drought surcharge. In the event of new agricultural accounts that were established after the 2007 base year, the "base" established will be determined on an individual basis depending on acreage, crops, etc.

¹For the purpose of this plan, the definition of a "whole base year" is the last year the Bureau supplied the District with 100% of its annual allocation of 15,300 acre feet.

Once Stage II through IV or *Health and Safety* has been declared, customers will be notified of their allowable allocation and of the drought surcharge, well water charge, etc. that has been established by the Board of Directors following a public meeting. Surcharges will comply with Exhibit E unless modified by public hearing, in compliance with Proposition 218.

Table VI contains the Drought Management Plan *Supply Availability by Source and Stage* triggering levels based on 2007, the last whole year.

In the event of severe and continued drought and the District is provided with minimum *Health and Safety Supply* M&I customers will be asked to reduce usage a minimum of 25%. A minimum agricultural supply may, but is not guaranteed, be available to maintain livestock, trees, berries, vines, etc. No agricultural water will be available for pastures, ponds, etc.

Section X - Penalties and/or Charges for Excessive Usage

The Clear Creek Community Services District's current rate structure is provided on Table VII. Customers who exceed their established allocation shall pay a surcharge based on the Stage declared.

Depending on circumstances, ground water may be made available for customers who are in need of more water than their allocation will provide. This availability will be determined on a case-by-case basis. The cost will be determined at the beginning of the water year (March 1st) by the Board of Directors, following a public meeting.

In the event that a Stage II or higher level drought is declared, the District will request that the Bureau make an additional supply available equal to the amount of water supplied for fire protection and other emergencies.

During severe conditions, flow restrictors may be placed on any agricultural or M&I services that do not comply with announced allocation. Flow restrictors may also be used for customers who exceed their base amount by 110%.

During Stage II or higher levels no new landscape, pools, ponds, etc. will be supplied. Outside watering may be limited to certain days or hours in an effort to meet target levels. Using water to clean driveways, walks, etc. where a broom or blower can be used is prohibited. Car washing will be highly discouraged.

Section XI - Revenue and Expenditure Impacts

Clear Creek Community Services District suffered severe financial impact from the previous drought in the early 1990's. The district experienced the situation that customers voluntarily conserved much more than that requested by Clear Creek, and in return the operating revenues decreased so dramatically that a rate increase became necessary to ensure the fiscal stability of the District. In an effort to prevent that situation from recurring, the District will investigate a number of alternatives such as increasing the revenue in the Contingency Fund, established in part to stabilize rates, to a level equal to 50% of normal annual water sales or approximately \$680,000 excluding unit, filter plant and agricultural parcel charge; supplemental sale of ground water; utilization of the Merchant Account or Discretionary Fund, etc.

The income from water sales in the fiscal year ending June 30, 2007 was \$1,212,847. [Although the supply was curtailed to 75% M&I and 40% Ag, water sales](#) for the year ending June 30, 2008 was \$1,259,302² or a 3.8% increase.

Table V reflects the revenues and expenditures and projected impacts of increased costs such as purchasing additional water or pumping groundwater due to reduced allocation. Table VI projects total water sales by Stages of drought declared.

The District established a Contingency Fund after the 1999 Canyon Fire in an effort to fund emergencies, and either mitigate or lighten the impact of rate increase made necessary due to reduced supply and sales during future prolonged periods of drought.

² Total includes \$10,000 for transfer to Orland Artois Water District.

Section XII - Implementation of Drought Planning and Water Shortage Policy

Clear Creek Community Services District will adopt by Ordinance the Drought Planning and Water Shortage Policy dated October 2008.

During years of reduced allocation, the District will declare, upon first notification by the Bureau, that a water shortage exists and implement, by Ordinance the Stage of shortage. That declaration will in turn will activate the Drought Planning and Water Shortage Policy. If it becomes necessary to advance the Stage of shortage during the year, the District will declare further action through a vote of the Board.

The District will hold public meetings to inform the customers of the situation, the action taken by the District and answer questions.

Section XIII - Water Usage and Monitoring Procedures

Filtration plant production is recorded daily. Totals are reported monthly to the CEO for incorporation into the monthly water report to the Bureau of Reclamation and to bill Centerville Community Services District for the shared filtration plant capacity used during the previous month.

During periods of declared shortage, the production figures are reported weekly to the CEO for comparison and analysis of the previous year(s) of normal usage to ensure that the District is on target for the specific period of time. If the District usage is not within the targeted usage this information will be reported to the Board for corrective actions must be taken. The District will utilize all tools available to stabilize supply including, but not limited to conjunctive use programs, transfers from other agencies, etc.

Section XIV - Drought Planning and Water Shortage Policy Adoption

Clear Creek Community Services District adopted the original Drought Water Plan in the spring of 1990 after the Bureau of Reclamation declared a water shortage situation in the Central Valley Project. The existing Resolutions remain in effect today, until superseded by this Drought Planning and the Board of Directors of the Clear Creek Community Services District adopts Water Shortage Policy. The resolutions included in this Policy as Exhibit B, were enacted as follows:

Resolution 1990-4 adopted May 29, 1990: A Resolution of the Board of Directors of the Clear Creek Community Services District Enacting the Drought Water Plan.

Resolution 1991-3 adopted January 16, 1991: A Resolution of the Board of Directors of the Clear Creek Community Services District Establishing a Drought Contingency Plan.

Resolution 1991-6 adopted January 30, 1991: A Resolution of the Clear Creek Community Services District Enacting Stage I of the Drought Contingency Plan.

Resolution 1991-8 adopted March 6, 1991: A Resolution of the Board of Directors of the Clear Creek Community Services District Revising and Enacting Stage III of the Drought Contingency Plan.

This Policy was subject to a public hearing prior to adoption by the Board of Directors on December 17, 2008, Ordinance 2008-10: An Ordinance by the Board of Directors of the Clear Creek Community Services District, hereinafter Referred to as the Board of Directors, adopting the Drought Planning and Water Shortage Policy Dated October 2008.

Ordinance 2009-01 adopted March 4, 2009: An Ordinance by the Board of Directors of the Clear Creek Community Services District enacting Stage V of the District's Drought Planning and Water Shortage Policy.

This Drought Planning and Water Shortage Policy meet the requirements of subdivision (e) of the California Water Code Section 10631.

Drought Planning and Water Shortage Policy
October 2008
[Revised January 2010](#)

Exhibit A

M&I Water Shortage Policy Environmental Assessment (EA)
Executive Summary

60% M&I allocation under Alternative 1A


CVP M&I Water Service Contractors (Trinity River and Shasta Divisions)
Water Demand and Public Health and Safety Water Quantities

Public Health and Safety calculation for Clear Creek CSD

Drought Planning and Water Shortage Policy
October 2008
[Revised January 2010](#)

Exhibit B

Resolution 1990-4 Adopted May 29, 1990
Resolution 1991-3 Adopted January 16, 1991
Resolution 1991-6 Adopted January 30, 1991
Resolution 1991-8 Adopted March 6, 1991
[Ordinance 2008-10 Adopted December 17, 2008](#)
[Ordinance 2009-01 Adopted March 4, 2009](#)
[Ordinance 2009-03 Adopted April 27, 2009](#)
[Ordinance 2009-05 Adopted May 18, 2009](#)



WATER
SHORTAGE DRAFT1
CONTINGENCY
PLAN FOR

CLEAR CREEK
COMMUNITY SERVICES
DISTRICT

Water is a precious resource in California, and maintaining its quality is of utmost importance to safeguard the health of the public and the environment.



WATER SHORTAGE CONTINGENCY PLAN

CLEAR CREEK COMMUNITY SERVICES DISTRICT (CCCSD)

5880 OAK STREET, ANDERSON, CA 96007

PWS: CA-4510016

**September 15, 2024
(Plan Effective Date)**

Document Type: Water shortage Contingency Plan

Administering Entity: : Board of Directors and General Manager

Date Approved: **May 15, 2024, Ordinance 2024-**

Prior Amendment Date: January 2010, Ordinance 2010-01

Approved By: Board of Directors

Indicative Time for Review: Every 5 years

Responsibility for Review: : Board of Directors and General Manager

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Section I: Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and protect the integrity of public water system (PWS) supply facilities, with particular regard for domestic water use, sanitation, and fire protection, to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the CCCSD hereby adopts the following regulations and restrictions on the delivery and consumption of water through this plan and **Resolution 2024-**.

Water uses regulated or prohibited under this Water Shortage Contingency Plan (the Plan) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water subjecting the offender(s) to penalties as defined in Section XI of the Plan.

Section II: Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the CCCSD by means of information in the monthly newsletter included in the water bill.

Section III: Public Education

The CCCSD will regularly provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. Detailed information on public education is provided in Section X of the Plan.

Section IV: Coordination with Regional Water Planning Groups

The service area of the CCCSD is located within the **Central Valley Project (CVP) and receives water from the Whiskeytown Reservoir, which is part of the Clear Creek South Unit of the Trinity River Project, a portion of the United States Bureau of Reclamation's CVP.** The regional water planning area assessment documents were considered in the development of the Plan. **A copy of the final Plan was shared with applicable regional water planning area(s) and posted on our website after adoption.**

Section V: Authorization

The CCCSD Board of Directors or designee, is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The CCCSD Board of Directors, or designee, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan. The contact information for CCCSD Board of Directors is: 530-357-2121.

Section VI: Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing

water provided by the CCCSD The terms “person” and “customer” as used in the Plan may include individuals, corporations, partnerships, associations, and all other legal entities.

Section VII: Definitions

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use: water used for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and Institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as schools, hospitals, clinics, retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: any person, company, or organization using water supplied by CCCSD
Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, rights-of-way and medians.

Non-essential water use: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

- (a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
- (b) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (d) use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (e) flushing gutters or permitting water to run or accumulate in any gutter or street;

- (f) use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;
- (g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- (h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- (i) use of water from hydrants for construction purposes or any other purposes other than firefighting or hauling water for a domestic water use.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Section VIII: Summary of Drought Response Stages and Response Actions

The CCCSD Board of Directors or designee, shall monitor water supply and/or demand conditions on a monthly basis and shall determine when conditions warrant initiation or termination of each stage of the Plan, that is, when the specified “triggers” are reached.

The triggering criteria described below are generally based on*:

- Bureau of Reclamation Water Allocation
- Shasta County Drought Emergency Notification
- Applicable Statewide Emergency Notification

The response actions described in subsequent sections of this document are based on the following general precepts:

This table summarizes each water shortage stages, specified triggers, response actions and termination actions. Additional information for each is provided in the subsequent sections. M&I below is in reference to the USBR Shortage Policy “Historic M&I”.

Response Stage	Estimated Water Shortage Range*	Trigger	Response Action**	Termination Action
Stage 1 WATCH	Up to 10%	BUREAU ALLOCATION ANNOUNCEMENT 90% TO 100% OF NORMAL	10% REDUCTION THROUGH VOLUNTEER CUSTOMER REDUCTION AND WATR AWARENESS EDUCATIOON	CONDITIONS CEASE TO EXIST FOR A PERIOD OF 30 DAYS
Stage 2 WARNING	Up to 20%	BUREAU ALLOCATION ANNOUNCEMENT OF 80% TO 90% M&I AND 45% AGRICULTURAL	PRICING SURCHARGES/PENALTIES FOR USAGE ABOVE A BASELINE YEAR ALLOTMENT	CONDITIONS CEASE TO EXIST FOR A PERIOD OF 30 DAYS
Stage 3 ACUTE	Up to 30%	BUREAU ALLOCATION ANNOUNCEMENT OF 70% TO 80% M&I AND 25% AGRICULTURAL	PRICING SURCHARGES/PENALTIES FOR USAGE ABOVE A BASELINE YEAR ALLOTMENT	CONDITIONS CEASE TO EXIST FOR A PERIOD OF 30 DAYS
Stage 4 CRITICAL	Up to 40%	BUREAU ALLOCATION ANNOUNCEMENT OF 60% TO 70% M&I AND 10% AGRICULTURAL	PRICING SURCHARGES/PENALTIES FOR USAGE ABOVE A BASELINE YEAR ALLOTMENT	CONDITIONS CEASE TO EXIST FOR A PERIOD OF 30 DAYS
Stage 5 EMERGENCY	Up to 50%	BUREAU ALLOCATION ANNOUNCEMENT OF 50% TO 60% M&I AND 0% AGRICULTURAL	PRICING SURCHARGES/PENALTIES FOR USAGE ABOVE A BASELINE YEAR ALLOTMENT	CONDITIONS CEASE TO EXIST FOR A PERIOD OF 30 DAYS
Stage 6 CATASTROPHIC	> 50%	BUREAU ALLOCATION ANNOUNCEMENT OF LESS THAN 50% M&I AND 0% AGRICULTURAL	PRICING SURCHARGES/PENALTIES FOR USAGE ABOVE A BASELINE YEAR ALLOTMENT	CONDITIONS CEASE TO EXIST FOR A PERIOD OF 30 DAYS

*Recommended ranges to be consistent with Urban Water Supplier plans

**Recommended that any County Drought Emergency or State Emergency Declaration initiate at least a Stage 2-Response Trigger.

Section IX: Drought Response Triggers

Stage 1 Triggers -- Water Shortage WATCH Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section X of this Plan when the estimated water shortage allocation from the Bureau is up to 10%

Requirements for termination

Stage 1 of the Plan may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of 30 consecutive days.

Stage 2 Triggers -- Water Shortage WARNING Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section X of this Plan when the estimated water shortage allocation from the Bureau is up to 20% or in the event of a County Drought Declaration or Statewide Drought declaration.

Requirements for termination

Stage 2 of the Plan may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of 30 consecutive days. Upon termination of Stage 2, Stage 1 becomes operative unless otherwise specified.

Stage 3 Triggers -- ACUTE Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section X of this Plan when the estimated water shortage allocation from the Bureau is up to 30%.

Requirements for termination

Stage 3 of the Plan may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of 30 consecutive days. Upon termination of Stage 3, Stage 2 becomes operative unless otherwise specified.

Stage 4 Triggers -- CRITICAL Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section X of this Plan when the estimated water shortage allocation from the Bureau is up to 40%.

Requirements for termination

Stage 4 of the Plan may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of 30 consecutive days. Upon termination of Stage 4, Stage 3 becomes operative unless otherwise specified.

Stage 5 Triggers -- EMERGENCY Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section X of this Plan when the estimated water shortage allocation from the Bureau is up to 50%.

Requirements for termination

Stage 5 of the Plan may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of 30 consecutive days. Upon termination of Stage 5, Stage 4 becomes operative unless otherwise specified.

Stage 6 Triggers -- CATASTROPHIC Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section X of this Plan when the estimated water shortage allocation from the Bureau is greater than 50%.

Requirements for termination

Stage 6 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 30 consecutive days. Upon termination of Stage 6, Stage 5 becomes operative unless otherwise specified.

Section X: Drought Response Stages

The CCCSD Board of Directors or designee, shall monitor water supply and/or demand conditions on a monthly basis and, in accordance with the triggering criteria set forth in Section IX of this Plan, shall determine if a water shortage condition exists and the severity of any such water shortage conditions (e.g., 1-Watch, 2-Warning, 3-Acute, 4-Critical, 5-Emergency, 6-Catastrophic Water Loss), and shall implement the following notification procedures accordingly:

Notification

Description of Customer Notification Methods:

The CCCSD Board of Directors, or designee, shall notify the public by means of at least one of the following Methods:

- Public Service Announcement-Local Radio & TV Stations
- Text and Email Alert to those signed up
- Post at three (3) Public Places in the Community
- Phone Call Alert to Customer Data Base
- Newsletter Enclosed in the Monthly Bill
- Community Meetings.

Note: This Notification section provides general methods for contacting customers that may be implemented in this Plan. **Customer notification methods should consider the need for multiple notification pathways, the needs of non-English speaking residents, and/or other residents with special circumstances. More specific methods for each Response Stage are provided below.**

Prepared materials from Department of Water Resources, “Save Our Water Toolkit”, may be used as drought communication tools with the water system logo added. The link for these materials is provided below:

<https://saveourwater.com/en/Partner-Toolkit>

Public Safety Contacts:

The CCCSD Board of Directors, or designee, shall notify directly the following individuals and entities of restrictions or water shortages, as defined in the subsections below, as appropriate for each response stage.

Organization or Department	Name & Position	Telephone	Email
Fire Department		530-357-2345	
Partnering Water Systems		CENTERVILLE 530-246-0680	
County Office of Emergency Services	Sheriff Michael L. Johnson	530-245-6000	
County Environmental Health Specialist	Paul A. Hellman	530-225-5787	
State Water Board District Engineer	Steve Watson	530-224-4800	
Major Water Uses/Wholesalers	None		
County Public Health	Dr. James Mu, M.D.	530-229-8400	
Critical Water Users (schools, hospitals, etc.)	Roxanne Voorhees	HAPPY VALLEY SCHOOL DISTRICT 530-357-2134	
GSA Contact / Regional Water Planning Contact	EAGSA		
Mutual Aid Contact / CalWarn Contact			
Other			

**Groundwater Sustainability Agency*

Note: This Notification section provides potential agencies that should be considered for coordination of water shortages. More specific contacts for each Response Stage are provided below.

Support Services Contacts:

The following is a listing of support services that may be appropriate for a water shortage emergency.

Organization or Department	Name & Position	Telephone	Email
Water Operator	BILL PALMAYMESA, CHIEF OPERATOR	530-638-1616	
Back-up Water Operator	BRANDON ANDERSON	530-227-5616	
Electric Utility Co	PG&E		
Electrician			
Water Hauler			
Bottled Water Vendor			
Storage Tank Vendor			
Emergency Shower Vendors			
Well Pump Technician			
Well Drilling Company			
Community Service Partners			
Other			

Drought Responses Actions:

Stage 1 Response -- Water Shortage WATCH Conditions

Target: Achieve a voluntary **10 percent reduction in total water use.**

Best Management Practices for Supply Management:

- The declaration of a Stage is made by the district's General Manager and subject to ratification by the CCCSD's Board of Directors in a regular or special session. All Response Actions are enacted when a stage is declared; however, the CCCSD Board of Directors may adjust the required water use reductions or elect to exclude certain Response Actions when the water shortage is declared.

Voluntary Water Use Restrictions for Reducing Demand:

- Water Shall be used for beneficial purposes only; all unnecessary and wasteful uses of water are prohibited.
- Water shall not be applied to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures. Care shall be taken not to water past the point of saturation.
- Free-flowing hoses are prohibited for all uses. Automatic shut-off devices shall be attached to any hose or filling apparatus in use.
- Leaking customer pies or faulty sprinklers shall be repaired within five (5) working days or less if warranted due to the severity of the problem or shall not be utilized until repaired.
- All pools, spas and ornamental fountains/ponds shall be equipped with a recirculation pump and shall be constructed to be leakproof.
- Swimming pool and spa covers are encouraged to prevent evaporative water loss.
- Pool and spa draining and refiling shall be allowed only for health, maintenance or structural considerations.
- Washing streets, parking lots, driveways, or sidewalks, except as necessary for health, or sanitary purposes is prohibited.
- To reduce evaporation, between March 1 and October 31 the use of sprinkler irrigation systems for all landscape systems shall be limited to between the hours of 7:00 p.m. and 9:00a.m. Sprinkler irrigation systems may be run outside of these hours for testing, but not more than 15 minutes per cycle and only long enough to verify proper operation and make sprinkler adjustments.
- Irrigated landscape areas shall include efficient irrigation systems (e.g. drip irrigation, timed sprinklers, rain sensors, low-flow spray heads etc.).
- Use of potable water for irrigation of turf or high-water use plants within public street medians and parkways is prohibited.

Notification Method(s) and Frequency (?):

- Public Service Announcement-Local Radio & TV Stations
- Text and Email Alert to those signed up
- Post at three (3) Public Places in the Community
- Phone Call Alert to Customer Data Base
- Newsletter Enclosed in the Monthly Bill
- Community Meetings.

Agencies Contacted:

- U.S. Bureau of Reclamation
- California Department of Public Health
- California Department of Water Resources
- Redding Area Water Council

Stage 2 Response -- Water Shortage WARNING Conditions

Target: Achieve a voluntary 10-20 percent reduction in total water use.

Best Management Practices for Supply Management:

- The declaration of a Stage is made by the district's General Manager and subject to ratification by the CCCSD's Board of Directors in a regular or special session. All Response Actions are enacted when a stage is declared; however, the CCCSD Board of Directors may adjust the required water use reductions or elect to exclude certain Response Actions when the water shortage is declared.

Mandatory Water Use Restrictions for Reducing Demand:

ALL STAGE 1 RESPONSE ACTIONS ARE REQUIRED PLUS THE FOLLOWING:

- Reduce water use by the following specified percentages: Residential and Rural by 10-20% Mult-family and Public/Institutional customers by 10-20%, commercial customers by 5-10%, and landscape irrigation by 15-25%.
- Customers with "smart" irrigation timers or controllers are asked to set their controllers to achieve 90 to 95% of the evapotranspiration (ET) rate.
- Eating or drinking establishments, including but not limited to: Restaurants, cafes, cafeterias, bars, or other public places where food or drinks are served and/or purchased shall serve water only upon request.
- Operators of hotels and motels shall offer patrons the option of not having their towels and linens washed daily.
- Water overuse penalties may be implemented.

- Users of construction meters and fire hydrant meters will be monitored for efficient use.

Penalties: Water use exceeding the customer's water shortage allocation will be charged at the applicable overuse penalty rate. Any customer in violation of Stage 2 requirements (other than exceeding their water allocation) shall be first notified of the regulations and warned of the penalty associated with continued violation. If the violation is not corrected in a timely manner, any continued violation of mandatory Stage 2 requirements after notice and warning is provided shall be punishable by an administrative fine per day or per occurrence as set in the drought ordinance adopted at a public meeting or Appendix A of the District's Policy Manual.

Notification Method(s) and Frequency?:

- Public Service Announcement-Local Radio & TV Stations
- Text and Email Alert to those signed up
- Post at three (3) Public Places in the Community
- Phone Call Alert to Customer Data Base
- Newsletter Enclosed in the Monthly Bill
- Community Meetings.

Agencies Contacted:

- U.S. Bureau of Reclamation
- California Department of Public Health
- California Department of Water Resources
- Redding Area Water Council

Stage 3 Response -- ACUTE Water Shortage Conditions

Target: Achieve a 20-30 percent reduction in total water use.

Best Management Practices for Supply Management:

- The declaration of a Stage is made by the district's General Manager and subject to ratification by the CCCSD's Board of Directors in a regular or special session. All Response Actions are enacted when a stage is declared; however, the CCCSD Board of Directors may adjust the required water use reductions or elect to exclude certain Response Actions when the water shortage is declared.

Mandatory Water Use Restrictions for Reducing Demand:

ALL STAGE 2 RESPONSE ACTIONS ARE REQUIRED PLUS THE FOLLOWING:

- Outdoor irrigation of ornamental landscapes and turf with potable water shall be limited to 3 days a week. Customers whose street addresses end with an odd number may water on Wednesday, Friday and Sunday. Customers whose street addresses end with an even number may water on Tuesday, Thursday, and Saturday.
- The application of potable water to outdoor landscapes during or within 48 hours after rainfall of 0.20 inches or more is prohibited.
- Flushing of water mains, sewers, or fire hydrants is prohibited except for emergencies and essential operations.
- Motor vehicles and equipment shall be washed only with buckets or with hoses equipped with automatic shutoff nozzles.

All requirements of Stage 2 shall remain in effect during Stage 3 except the following Response Actions replace previous less stringent actions:

- Leaking customer pipes or faulty sprinklers shall be repaired within two (2) working days or less if warranted due to the severity of the problem.
- Reduce water use by the following specified percentages: Residential and Rural by 20-30%, Multi-family and Public/Institutional customers by 20-30%, commercial customers and landscape irrigation by 25-30%
- Customers with 'smart' irrigation times or controllers are asked to set their controllers to achieve 76% of the evapotranspiration (ET) rate. Drip irrigation systems are excluded from this requirement.

Penalties: Water use exceeding the customer's water shortage allocation will be charged at the applicable overuse penalty rate. Any customer in violation of Stage 3 requirements (other than exceeding their water allocation) shall be first notified of the regulations and warned of the penalty associated with continued violation. If the violation is not corrected in a timely manner, any continued violation of mandatory Stage 3 requirements after notice and warning is provided shall be punishable by an administrative fine per day or per occurrence as set in the drought ordinance adopted at a public meeting or Appendix A of the District's Policy Manual.

Notification Method(s) and Frequency:

- Public Service Announcement-Local Radio & TV Stations
- Text and Email Alert to those signed up
- Post at three (3) Public Places in the Community
- Phone Call Alert to Customer Data Base

- Newsletter Enclosed in the Monthly Bill
- Community Meetings.

Agencies Contacted:

- U.S. Bureau of Reclamation
- California Department of Public Health
- California Department of Water Resources
- Redding Area Water Council

Stage 4 Response -- CRITICAL Water Shortage Conditions

Target: Achieve a 30-40 percent reduction in total water use.

Best Management Practices for Supply Management:

- The declaration of a Stage is made by the district's General Manager and subject to ratification by the CCCSD's Board of Directors in a regular or special session. All Response Actions are enacted when a stage is declared; however, the CCCSD Board of Directors may adjust the required water use reductions or elect to exclude certain Response Actions when the water shortage is declared.

Mandatory Water Use Restrictions for Reducing Demand:

ALL STAGE 3 RESPONSE ACTIONS ARE REQUIRED PLUS THE FOLLOWING:

- Water use for ornamental ponds, fountains, or other ornamental water features for aesthetic purposes is prohibited except where necessary to support aquatic life.
- The application of potable water to driveways and sidewalks is prohibited.
- The installation of new turf or landscaping is prohibited.
- The irrigation of ornamental turf with potable water on public street medians is prohibited.
- Water use or overuse penalties may be implemented; or modified, if already implemented in a previous stage.
- New connections to the CCCSD's water distribution system will be allowed but their water use shall be restricted to the minimum requirements for
- personal health and safety.

All requirements of Stage 3 shall remain in effect during Stage 4 except the following Response Actions replace previous less stringent actions:

- Leaking customer pipes or faulty sprinklers shall be replaced within 24

hours or less if warranted due to the severity of the problem.

- Reduce water use by the following specified percentages: Residential and Rural by 30-40%, Multi-family and Public/Institutional customers by 40-40%, commercial customers by 30-40% and Landscape Irrigation by 35-40%.

Penalties: Water use exceeding the customer's water shortage allocation will be charged at the applicable overuse penalty rate. Any customer in violation of Stage 4 requirements (other than exceeding their water allocation) shall be first notified of the regulations and warned of the penalty associated with continued violation. If the violation is not corrected in a timely manner, any continued violation of mandatory Stage 4 requirements after notice and warning is provided shall be punishable by an administrative fine per day or per occurrence as set in **the drought ordinance adopted at a public meeting or Appendix A of the District's Policy Manual.**

Notification Method(s) and Frequency:

- Public Service Announcement-Local Radio & TV Stations
- Text and Email Alert to those signed up
- Post at three (3) Public Places in the Community
- Phone Call Alert to Customer Data Base
- Newsletter Enclosed in the Monthly Bill
- Community Meetings.

Agencies Contacted:

- U.S. Bureau of Reclamation
- California Department of Public Health
- California Department of Water Resources
- Redding Area Water Council

Stage 5 Response – EMERGENCY Water Shortage Conditions

Target: Achieve a 50-60 percent reduction in total water use.

Best Management Practices for Supply Management:

- The declaration of a Stage is made by the district's General Manager and subject to ratification by the CCCSD's Board of Directors in a regular or special session. All Response Actions are enacted when a stage is declared; however, the CCCSD Board of Directors may adjust the required water use reductions or elect to exclude certain Response Actions when the water shortage is declared.

Mandatory Water Use Restrictions for Reducing Demand:

ALL STAGE 4 RESPONSE ACTIONS ARE REQUIRED PLUS THE FOLLOWING:

- Water use for ornamental ponds and fountains is prohibited.
- No potable water from the CCCSD's system shall be used for construction purposes including but not limited to dust control, compaction or trench jetting.
- Motor vehicles and equipment shall be washed only at commercial establishments that use recycled or reclaimed water.

All requirements of Stage 4 shall remain in effect during Stage 5 except the following Response Actions replace previous less stringent actions:

- Leaking customer pipes or faulty sprinklers shall be repaired within 24 hours. Water service will be suspended until repairs are made.
- Reduce water use by the following specified percentages: Residential and Rural 40—50% or more, Multi-family and Public/Institutional customers reduce water use by 40-50% or more, commercial customers by 30% and Landscape Irrigation by 50%.
- Water for flow testing and construction purposes from water agency fire hydrants and blow-offs is prohibited.
- Water overuse penalties will be implemented.

Penalties: Water use exceeding the customer's water shortage allocation will be charged at the applicable overuse penalty rate. Any customer in violation of Stage 5 requirements (other than exceeding their water allocation) shall be first notified of the regulations and warned of the penalty associated with continued violation. If the violation is not corrected in a timely manner, any continued violation of mandatory Stage 5 requirements after notice and warning is provided shall be punishable by an administrative fine per day or per occurrence as set in the drought ordinance adopted at a public meeting or Appendix A of the District's Policy Manual.

Notification Method(s) and Frequency:

- Public Service Announcement-Local Radio & TV Stations
- Text and Email Alert to those signed up
- Post at three (3) Public Places in the Community

- Phone Call Alert to Customer Data Base
- Newsletter Enclosed in the Monthly Bill
- Community Meetings.

Agencies Contacted:

- U.S. Bureau of Reclamation
- California Department of Public Health
- California Department of Water Resources
- Redding Area Water Council

Stage 6 Response -- CATASTROPHIC Water Shortage Conditions

Target: Achieve a 50+ percent reduction in in total water use.

Best Management Practices for Supply Management:

- The declaration of a Stage is made by the district's General Manager and subject to ratification by the CCCSD's Board of Directors in a regular or special session. All Response Actions are enacted when a stage is declared; however, the CCCSD Board of Directors may adjust the required water use reductions or elect to exclude certain Response Actions when the water shortage is declared.

Mandatory Water Use Restrictions for Reducing Demand:

ALL STAGE 5 RESPONSE ACTIONS ARE REQUIRED PLUS THE FOLLOWING:

- Landscape irrigation is prohibited.

All requirements of Stage 5 shall remain in effect during Stage 6 except the following Response Actions replace previous less stringent actions:

- Leaking customer pipes or faulty sprinklers shall be repaired immediately. Water service will be suspended until repairs are made.
- Reduce water use by the following specified percentage: Residential and Rural by 50% or more, Multi-family and Public/Institutional customers by 50% or more, commercial customers by 40% or more and Landscape Irrigation by 100%.
- Water overuse penalties will be implemented; or modified, if already implemented in a previous stage.
- No commitments ("Will Serves" will be made to provide service for new water service connections.

Penalties: Water use exceeding the customer's water shortage allocation will be charged at the applicable overuse penalty rate. Any customer in violation of Stage 6 requirements (other than exceeding their water allocation) shall be first notified of the regulations and warned of the penalty associated with continued violation. If the violation is not corrected in a timely manner, any continued violation of mandatory Stage 6 requirements after notice and warning is provided shall be punishable by an administrative fine of \$500 per day or per occurrence as set in the drought ordinance adopted at a public meeting or Appendix A of the District's Policy Manual.

Notification Method(s) and Frequency:

- Public Service Announcement-Local Radio & TV Stations
- Text and Email Alert to those signed up
- Post at three (3) Public Places in the Community
- Phone Call Alert to Customer Data Base
- Newsletter Enclosed in the Monthly Bill
- Community Meetings.

Agencies Contacted:

- U.S. Bureau of Reclamation
- California Department of Public Health
- California Department of Water Resources
- Redding Area Water Council

CATASTROPHIC Water Allocation Plan

In the event that water shortage conditions threaten public health, safety, and welfare, the CCCSD Board of Directors or designee, is hereby authorized to allocate water according to the following water allocation plan:

Single-Family Residential Customers

The allocation to residential water customers residing in a single-family dwelling shall be as follows:

Persons per Household	Gallons per Month
1 or 2	1500
3 or 4	4500
5 or 6	7500
7 or 8	10,500

“Household” means the residential premises served by the customer’s meter.

Master-Metered Multi-Family Residential Customers

The allocation to residential water customers billed from a master meter which jointly measures water to multiple permanent residential dwelling units (e.g., apartments, mobile homes, etc.) shall be allocated as follows:

Master-Metered Dwelling Units	Gallons per Month per Unit
2	1500
4	4500
6	7500

Commercial Customers **(Should this be combined as M&I)**

A monthly water allocation shall be established by the CCCSD Board of Directors, or designee, for each nonresidential, non-industrial commercial water customer who uses water for processing purposes. The allocation to nonresidential, non-industrial commercial water customers shall be as follows: **(e.g., percentage of customers’ water usage in past 12 billing months) _____.**

Industrial Customers

A monthly water allocation shall be established by the CCCSD Board of Directors, or designee, for each industrial customer which uses water for processing purposes. The allocation to industrial water customers shall be as follows: **(e.g., percentage of customers’ water usage in past 12 billing months) _____.**

CATASTROPHIC Replacement Water Supply for Water Outages

In the event that water outages occur, the following is the plan to provide alternative water for customers to meet public health needs.

Source of Alternative Water Supply:

- Water purchased from willing sellers that are also CVP contractors
- Purchase of water from the McConnell Foundation
- Ground water pumping from CCCSD's three (3) wells located in the Lawrence A. Russell South District Well Field

Distribution of Alternative Water Supply: _____

- Special Considerations for residents that are elderly, disabled, or lack transportation: _____
- Special Considerations for sanitation: _____

Public Notification Regarding Access to Alternative Water Supplies (multiple communication methods recommended):

- Public Service Announcement-Local Radio & TV Stations
- Text and Email Alert to those signed up
- Post at three (3) Public Places in the Community
- Phone Call Alert to Customer Data Base
- Newsletter Enclosed in the Monthly Bill
- Community Meetings.

Special Considerations for residents who speak languages other than English:

Collaboration with Community Service based groups/organizations:

- Happy Valley Community Committee
- Happy Valley Firewise Committee

CATASTROPHIC Notification of Emergency Service Providers

If adequate water supply will potentially become unavailable for fire response, medical services, public services, etc., then the following emergency providers will be notified as soon as possible to ensure that adequate planning, response and assistance may be provided:

Local Fire Agency:

- Happy Valley Fire Department 530-357-2345

Hospitals or other Medical Providers (e.g., dialysis clinics, etc.): N/A

Local School Districts:

- Happy Valley School District 530-357-2134
- Anderson Union High School District 530-378-0568

State Water Board and/or County Environmental Health:

- State Water Board Shasta Co.: Katie Connaughton 530-224-4870
- County Office of Emergency Services: 530-245-6000

Section XI: Enforcement

- (a) No person shall knowingly or intentionally allow the use of water from this water system for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by CCCSD Board of Directors or designee, in accordance with provisions of this Plan.
- (b) Any person, including a person classified as a water customer of the water system, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation.
- (c) Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is in repeated violation of this Plan, the water supplier shall, upon due notice to the customer, be authorized to _____.
- (d) **Other as appropriate**

Section XII: Variances

The CCCSD Board of Directors or designee, may grant, in writing, a temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

- (a) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
- (b) Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the water system within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the CCCSD Board of Directors or designee, and shall include the following:

- (a) Name and address of the petitioner(s).
- (b) Purpose of water use.
- (c) Specific provision(s) of the Plan from which the petitioner is requesting relief.
- (d) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
- (e) Description of the relief requested.
- (f) Period of time for which the variance is sought.
- (g) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- (h) Other pertinent information.

A decision on the variance request will be returned to the customer within __ days.

While submittal of a variance is required, the following exemptions are pre-approved:

Appendix A: Water System Information

The State Water Board recommends attaching as an Appendix a recent water system inspection report or other general information regarding the water supply sources and capacity, typical water usages, key distribution system infrastructure such as storage tanks or pressure zones, and past experiences with drought for reference.

DRAFT



Water Shortage Contingency Plan Template Input Workshop for Small Water Systems

Context: In September 2021, [Senate Bill 552 \(SB 552\)](#), was signed by Governor Newsom and enacted into law. SB 552 includes new responsibilities and requirements at both the state and local level to help small water suppliers and rural communities reduce their risk of inadequate water supply amid a water shortage event.

Meeting Purpose: The California Department of Water Resources (DWR), in collaboration with the State Water Board, is hosting two workshops to solicit participants input on two Water Shortage Contingency Plan (WSCP) draft templates, one for small water suppliers and one for schools with a water system, as part of a comprehensive effort to assist small water suppliers in meeting these new SB 552 requirements. Participants may wish to attend one or both of the informational sessions. During each of the workshops, DWR and State Water Board staff will:

- provide an overview of the legislation requirements,
- walk through the WSCP draft template, and
- solicit participants input on the template content and function.

Intended audience: Community water systems with 1,000-2,999 connections and nontransient noncommunity water systems that is a school. Water systems technical assistance providers who can assist with these requirements.

Logistics: The two workshops will be held on a Zoom meeting platform on **Friday, September 30, 2022**. Registration is required to attend these workshops.

The following information is for Small Water Systems.

1:00 – 2:30: Water Shortage Contingency Plan Template Input Workshop for Small Water Systems (1,000 to 2,999 connections)

Webinar recording: https://youtu.be/WALog_anAa0

After registering, you will receive a confirmation email containing information about joining the meeting. Please make sure to save the workshop confirmations onto your calendar.

Meeting Materials: The Workshop Agenda and the related draft template are available in the links below.

- [Agenda](#)
- [Draft Template WSCP for 1000-2999 Connections](#)

Start: Fri 30 Sep 2022, 1:00 PM

End: Fri 30 Sep 2022, 2:30 PM

 Add To Calendar

**SB-552 Drought planning: small water suppliers: nontransient noncommunity water systems.** (2021-

SHARE THIS:



Date Published: 09/24/2021 02:00 PM

Senate Bill No. 552**CHAPTER 245**

An act to add Part 2.56 (commencing with Section 10609.50) to Division 6 of the Water Code, relating to water.

[Approved by Governor September 23, 2021. Filed with Secretary of State September 23, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

SB 552, Hertzberg. Drought planning: small water suppliers: nontransient noncommunity water systems.

Existing law declares that small water suppliers and rural communities are often not covered by established water shortage requirements, and that the state should provide guidance to improve drought planning for small water suppliers and rural communities. Existing law required the Department of Water Resources, in consultation with the State Water Resources Control Board and other relevant state and local agencies and stakeholders, to use available data to identify, no later than January 1, 2020, small water suppliers and rural communities that may be at risk of drought and water shortage vulnerability. To implement this directive, the department formed a stakeholder advisory group, the County Drought Advisory Group. Existing law required the department, in consultation with the state board, to propose to the Governor and the Legislature, by January 1, 2020, recommendations and guidance relating to the development and implementation of countywide drought and water shortage contingency plans to address the planning needs of small water suppliers and rural communities, as provided.

This bill would require small water suppliers, as defined, serving 1,000 to 2,999 service connections, inclusive, and nontransient noncommunity water systems that are schools, no later than July 1, 2023, to develop and maintain an abridged Water Shortage Contingency Plan that includes specified drought-planning elements. The bill would require a small water supplier serving fewer than 1,000 service connections to add drought planning elements to its emergency notification or response plan and submit the plan to the state board. The bill would require these water systems to report annually specified water supply condition information to the state board through the state board's Electronic Annual Reporting System or other reporting tool, as directed by the state board. The bill would require small water suppliers and nontransient noncommunity water systems that are schools to implement, subject to funding availability, specified drought resiliency measures, including, among others, having at least one backup source of water supply and metering each service connection. The bill would exempt from these provisions small water suppliers, or small water suppliers integrated into larger water systems, that voluntarily choose to instead comply with specified existing law relating to urban water management plans.

This bill would require a county to establish a standing county drought and water shortage task force to facilitate drought and water shortage preparedness for state small water systems and domestic wells within the county's jurisdiction, as provided. The bill would authorize a county, in lieu of establishing a standing task force, to establish an alternative process that facilitates drought and water shortage preparedness for state small water systems and domestic wells within the county's jurisdiction, as provided. The bill would provide that a county that establishes a drought task force on or before January 1, 2022, shall be deemed in compliance with these requirements as long as the task force continues to exist. The bill would require a county to develop a plan that includes potential drought and water shortage risk and proposed interim and long-term solutions, as provided. Because the bill would impose additional duties on counties, the bill would impose a state-mandated local program.

This bill would require the department to take specified actions to support implementation of the recommendations from the County Drought Advisory Group. The bill would require the department to establish a standing interagency drought and water shortage task force to, among other things, facilitate proactive planning and coordination, both for predrought planning and postdrought emergency response, which shall consist of various representatives, including representatives from local governments. Because the bill would impose additional duties on local governments, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Part 2.56 (commencing with Section 10609.50) is added to Division 6 of the Water Code, to read:

PART 2.56. Drought Planning for Small Water Suppliers, State Small Water Systems, and Domestic Well Communities
CHAPTER 1. General Provisions

10609.50. The Legislature finds and declares all of the following:

(a) Droughts are predicted to become more frequent, longer, and more severe as climate change progresses, putting drinking water supplies at risk of running dry or becoming contaminated.

(b) As demonstrated by the most recent drought from 2012 to 2016, inclusive, (2012–16 drought) drought conditions disproportionately impact low-income, small, and rural communities, as demonstrated by all of the following:

(1) (A) Rural communities are more likely to rely solely on groundwater from small water suppliers or domestic wells.

(B) Domestic wells tend to be shallower and are susceptible to running dry when groundwater is overpumped.

(2) (A) The 2012–16 drought negatively impacted over 480,000 people relying on drought-impacted public water systems.

(B) Seventy-six percent of impacted public water systems were small, serving 1,000 service connections or fewer and concentrated in the southern San Joaquin Valley.

(c) There are currently varying levels of water contingency planning and coverage across counties for small water suppliers and self-supplied communities, leaving hundreds of thousands of people at risk of going without water to meet their basic household and drinking water needs during the next drought.

(d) If another drought occurs that is as severe as the 2012–16 drought, more than 4,500 domestic wells in the San Joaquin Valley may be impacted. The cost to mitigate this damage could be more than one hundred fifteen million dollars (\$115,000,000).

(e) No one should go without running water during a drought. California can take basic steps to implement more proactive drought planning that would benefit the communities most at risk, and by doing so help prevent catastrophic impacts on drinking water for the communities most vulnerable to the impacts of climate change.

10609.51. For purposes of this part, the following definitions apply:

(a) "Community water system" has the same meaning as defined in Section 116275 of the Health and Safety Code.

(b) "County Drought Advisory Group" means the group created by the department to implement Chapter 10 (commencing with Section 10609.40) of Part 2.55.

(c) "Department" means the Department of Water Resources.

(d) "Domestic well" has the same meaning as defined in Section 116681 of the Health and Safety Code.

(e) "Fund expenditure plan" means the fund expenditure plan established in Section 116768 of the Health and Safety Code.

(f) "Groundwater sustainability agency" has the same meaning as defined in Section 10721.

(g) "Nontransient noncommunity water system" has the same meaning as defined in Section 116275 of the Health and Safety Code.

(h) "Public water system" has the same meaning as defined in Section 116275 of the Health and Safety Code.

(i) "Risk vulnerability tool" means the tool created by the department to implement Chapter 10 (commencing with Section 10609.40) of Part 2.55.

(j) "Rural community" means a community with fewer than 15 service connections, or regularly serving less than 25 individuals daily at least 60 days out of the year.

(k) "Small water supplier" means a community water system serving 15 to 2,999 service connections, inclusive, and that provides less than 3,000 acre-feet of water annually.

(l) "State board" means the State Water Resources Control Board.

(m) "State small water system" has the same meaning as defined in Section 116275 of the Health and Safety Code.

CHAPTER 2. Small Water Suppliers and Nontransient Noncommunity Water Systems

10609.60. (a) No later than July 1, 2023, and updated every five years thereafter, a small water supplier serving 1,000 to 2,999 service connections, inclusive, and a nontransient noncommunity water system that is a school shall each develop

and maintain, onsite, an abridged Water Shortage Contingency Plan (WSCP) that includes, at a minimum, all of the following drought-planning elements:

(1) Drought-planning contacts, including all of the following:

(A) At least one contact at the water system for water shortage planning and response and the development of the plan.

(B) Contacts for local public safety partners and potential vendors that can provide repairs or alternative water sources, including, but not limited to, local community-based organizations that work with the population in and around areas served by the water system, contractors for drilling wells, vended water suppliers, and emergency shower vendors.

(C) State and local agency contacts who should be informed when a drought or water shortage emergency is emerging or has occurred.

(D) Regional water planning groups or mutual aid networks, to the extent they exist.

(2) Triggering mechanisms and levels for action, including both of the following:

(A) Standard water shortage levels corresponding to progressive ranges based on the water supply conditions. Water shortage levels shall also apply to catastrophic interruption of water supplies, including, but not limited to, a regional power outage, an earthquake, a fire, and other potential emergency events.

(B) Water shortage mitigation, response, customer communications, enforcement, and relief actions that align with the water shortage levels required by subparagraph (A).

(b) A small water supplier serving 1,000 to 2,999 service connections, inclusive, and a nontransient noncommunity water system that is a school shall each make the abridged Water Shortage Contingency Plan available on their individual internet websites, if any. A small water supplier serving 1,000 to 2,999 service connections, inclusive, or a nontransient noncommunity water system that is a school that does not have an internet website shall make the abridged Water Shortage Contingency Plan available to persons upon request. The abridged Water Shortage Contingency Plan shall be provided to the state board's Division of Drinking Water for inspection upon demand.

(c) A small water supplier serving fewer than 1,000 service connections shall add drought planning elements, including, but not limited to, those listed in paragraph (1) of subdivision (a) and subparagraph (A) of paragraph (2) of subdivision (a), to its emergency notification or response plan and submit the plan to the state board. The plan shall be updated every five years, or when significant changes occur.

(d) No later than December 31, 2022, the department and the state board shall create an abridged Water Shortage Contingency Plan template for small water suppliers serving 1,000 to 2,999 service connections, inclusive, and nontransient noncommunity water systems that are schools to facilitate implementation of this section.

(e) To the extent that funding is made available, the state board shall offer technical assistance to small water suppliers serving fewer than 1,000 service connections and nontransient noncommunity water systems that are schools to improve drought and water shortage resiliency, including requirements related to the emergency notification or response plan.

10609.61. A small water supplier and a nontransient noncommunity water system that is a school shall each report annually water supply condition information to the state board through the state board's Electronic Annual Reporting (eAR) System or other reporting tool, as directed by the state board. Water supply condition information includes, but is not limited to, both of the following:

(a) An inventory and assessment of each water supply source, including its available status and if any further investments or treatment are required for its utilization, any lead time required for its utilization, and its delivery parameters such as flow rate and total volume available.

(b) The reporting year's total water demand volume for each month, and average and peak flowrate demand for each month and annually.

10609.62. Small water suppliers and nontransient noncommunity water systems that are schools shall implement, subject to funding availability, all of the following drought resiliency measures:

(a) No later than January 1, 2023, implement monitoring systems sufficient to detect production well groundwater levels.

(b) Beginning no later than January 1, 2023, maintain membership in the California Water/Wastewater Agency Response Network (CalWARN) or similar mutual aid organization.

(c) No later than January 1, 2024, to ensure continuous operations during power failures, provide adequate backup electrical supply.

(d) No later than January 1, 2027, have at least one backup source of water supply, or a water system intertie, that meets current water quality requirements and is sufficient to meet average daily demand.

(e) No later than January 1, 2032, meter each service connection and monitor for water loss due to leakages.

(f) No later than January 1, 2032, have source system capacity, treatment system capacity if necessary, and distribution system capacity to meet fire flow requirements.

10609.63. This chapter does not apply to small water suppliers, or small water suppliers integrated into larger water systems, that voluntarily choose to instead comply with Chapter 3 (commencing with Section 10620) of Part 2.6.

CHAPTER 3. State Small Water Systems Serving 5 to 14 Service Connections, Inclusive, and Domestic Wells

10609.70. (a) (1) A county shall establish a standing county drought and water shortage task force to facilitate drought and water shortage preparedness for state small water systems and domestic wells within the county's jurisdiction, and shall invite representatives from the state and other local governments, including groundwater sustainability agencies, and community-based organizations, local water suppliers, and local residents, to participate in the task force.

(2) In lieu of the task force required by paragraph (1), a county may establish an alternative process that facilitates drought and water shortage preparedness for state small water systems and domestic wells within the county's jurisdiction. The alternative process shall provide opportunities for coordinating and communicating with the state and other local governments, community-based organizations, local water suppliers, and local residents on a regular basis and during drought or water shortage emergencies.

(3) A county that establishes a drought task force on or before January 1, 2022, shall be deemed in compliance with this subdivision as long as the task force continues to exist.

(b) A county shall develop a plan that includes potential drought and water shortage risk and proposed interim and long-term solutions for state small water systems and domestic wells within the county's jurisdiction. The plan may be a stand-alone document or may be included as an element in an existing county plan, such as a local hazard mitigation plan, emergency operations plan, climate action plan, or general plan. A county shall consult with its drought task force or alternative coordinating process as established by this section in developing its plan. A county shall consider, at a minimum, all of the following in its plan:

- (1) Consolidations for existing water systems and domestic wells.
- (2) Domestic well drinking water mitigation programs.
- (3) Provision of emergency and interim drinking water solutions.
- (4) An analysis of the steps necessary to implement the plan.
- (5) An analysis of local, state, and federal funding sources available to implement the plan.

(c) The state board shall work with counties, groundwater sustainability agencies, technical assistance providers, nonprofit organizations, community-based organizations, and the public to address state small water system and domestic well community drought and emergency water shortage resiliency needs, including both of the following:

- (1) Proactive communication to domestic well communities before a drought occurs, such as information on local bottled water and water tank providers.
- (2) Funding for installation of basic drought and emergency water shortage resiliency infrastructure, such as well monitoring devices.

CHAPTER 4. State Agency Implementation

10609.80. (a) The department shall take both of the following actions to support implementation of the recommendations of its County Drought Advisory Group:

(1) Maintain, in partnership with the state board and other relevant state agencies, the risk vulnerability tool developed as part of the County Drought Advisory Group process and continue to refine existing data and gather new data for the tool, including, but not limited to, data on all of the following:

- (A) Small water suppliers and nontransient noncommunity water systems serving a school.
- (B) State small water systems and rural communities.
- (C) Domestic wells and other self-supplied residents.

(2) Update the risk vulnerability tool for small water suppliers and rural communities periodically, by doing all of the following:

- (A) Revise the indicators and construction of the scoring as more data becomes readily available.
- (B) Make existing and new data publicly available on the California Open Data internet web portal.
- (C) In consultation with other relevant state agencies, identify deficits in data quality and availability and develop recommendations to address these gaps.

(b) (1) The department, in collaboration with the state board and relevant state agencies, shall establish a standing interagency drought and water shortage task force to facilitate proactive state planning and coordination, both for predrought planning and postdrought emergency response, to develop strategies to enhance collaboration between various fields, and to consider all types of water users.

(2) The interagency drought and water shortage task force shall include representatives from local governments, community-based organizations, nonprofit technical assistance providers, the public, and experts in land use planning, water resiliency, and water infrastructure.

RECLAMATION

Managing Water in the West

Central Valley Project Municipal and Industrial Water Shortage Policy Guidelines and Procedures

EFFECTIVE DATE: FEBRUARY 1, 2017

INTRODUCTION

The Bureau of Reclamation (Reclamation) prepared the Central Valley Project (CVP) Municipal and Industrial (M&I) Water Shortage Policy (WSP) Environmental Impact Statement (EIS) to evaluate the potential impacts of CVP M&I WSP alternatives. A Record of Decision was signed on November 13, 2015, to implement Alternative 4 (Appendix A), Updated M&I WSP (preferred alternative). The purposes of the M&I WSP are to:

- Define water shortage terms and conditions for applicable CVP Contractors.
- Determine the quantity of water made available to CVP Contractors from the CVP that; together with the M&I Contractors' drought water conservation measures and other Non-CVP water supplies, would assist the M&I Contractors in their efforts to protect public health and safety (PHS) during severe or continuing droughts.
- Provide information to Contractors for their use in water supply planning and development of drought contingency plans.

APPLICABILITY

These guidelines apply to Contractors whose CVP contracts (Contracts) reference the M&I WSP. A complete listing of Contractors subject to the M&I WSP is located in Appendix B of this document.

PURPOSE

Reclamation developed these guidelines to ensure consistent and equitable implementation of the M&I WSP throughout the CVP for those Contractors subject to the M&I WSP. These guidelines primarily focus on the administrative process and calculations of PHS and possible adjustments to a Contractor's Historical Use.

GENERAL

The M&I WSP is intended to provide clear and objective guidelines on the water supplies available from the CVP during a Condition of Shortage, thereby allowing CVP Contractors to know when, and by how much, water deliveries may be reduced in drought and/or other low water supply conditions. The M&I WSP will help Contractors better plan for and manage available CVP water supplies and better integrate the use of CVP water with other available Non-CVP water supplies.

For any given water year, the Allocation of CVP water supplies is based upon forecasted reservoir inflows and Central Valley hydrologic conditions, amounts of storage in CVP reservoirs, regulatory requirements, and management of Section 3406(b)(2) resources and refuge water supplies in accordance with implementation of the Central Valley Project Improvement

Act (CVPIA). In some cases, M&I water shortage Allocations may differ between CVP divisions due to regional CVP water supply availability, system capacity, or other operational constraints.

Under a Condition of Shortage, Contractors may experience unique circumstances that are not addressed in these guidelines. Reclamation will work with Contractors to address these unique circumstances as they occur.

To ensure continued compliance with applicable federal and state laws, federal authorities, and CVP operational plans, Reclamation will update or revise these guidelines as necessary.

DEFINITIONS

For the purposes of these guidelines, the following definitions apply:

Allocation- CVP water made available pursuant to a Contractor's Contract, typically expressed as a percentage of Contract Total.

Annual M&I Water Information Request - The letter sent to the Contractor (usually prior to the contract year and initial Allocation) requesting review and concurrence of data and information necessary to calculate PHS needs.

Contractor - An entity having a Contract with the United States for the use of CVP Water pursuant to Federal Reclamation law.

Service or Boundary Area - The area to which the Contractor is permitted to provide CVP Water as described in their Federal contract(s).

Contracting Officer - The Secretary of Interior's duly authorized representative acting pursuant to the contract held between Reclamation and the Contractor.

Condition of Shortage - Periods during any Year when the Contracting Officer is unable to deliver sufficient water to meet the Contract Total.

Contract Total - The maximum amount of water to which the Contractor is entitled pursuant to the terms of the Contract.

Central Valley Project Water (CVP water)- All water that is developed, diverted, stored, or delivered by the Secretary of the Interior in accordance with the statutes authorizing the CVP and in accordance with the terms and conditions of water rights acquired by Reclamation pursuant to California law.

Non-CVP Water -Water from sources other than the CVP used to satisfy M&I demand within the Contractor's Service Area.

Historical Use- The average quantity of CVP water put to beneficial use, within the Contractor's CVP Service Area, during the last three years of unconstrained CVP water deliveries.

Projected Demand- A quantity of water calculated based on what the Commercial, Industrial, and Institutional (CII) need is at the time of a Condition of Shortage.

Public Health and Safety Needs - The amount of water determined to be necessary to sustain PHS.

Public Health and Safety Adjustment - An adjustment to a Contractor's declaration of CVP water made available to assist in meeting unmet PHS needs.

Reduction Credit - The amount of water subtracted from a long-term, newly developed Non-CVP supply available to meet PHS needs.

Standard Criteria- The criteria developed by Reclamation in response to the Central Valley Project Improvement Act of 1992 (CVPIA), Public Law 102-575, and in accordance with the Reclamation Reform Act of 1982, Public Law 97-293, for the development and implementation of Water Management Plans.

Urban Water Management Plan (UWMP) - The 1985 California Urban Water Management Planning Act required M&I users with more than 3,000 connections or use of more than 3,000 acre-feet (AF) per year to prepare an UWMP. The UWMP must include existing and projected water supplies and demands, water supply Allocations, comparison of supplies and demands, water demand management program (conservation), wastewater recycling, and water shortage contingency plans.

Water Management Plan (WMP)- As described in the Central Valley Project Improvement Act, Public Law 102-575, (CVPIA)WMPs completed under the 1982 Reclamation Reform Act include the implementation of all cost effective Best Management Practices that are economical and appropriate, including measurement devices, pricing structures, demand management, public information, and financial incentives.

Year- The period from and including March 1 of each Calendar Year through the last day of February of the following calendar year.

GUIDELINES FOR IMPLEMENTING THE M&I WSP:

- A. HISTORICAL USE ADJUSTMENTS:** During a Condition of Shortage, M&I CVP Allocations are based on a Contractor's Historical Use. At a Contractor's request, Reclamation will consult with the Contractor to consider an adjustment to their Historical Use. Historical Use adjustments are based on the following criteria:
- a. Population Growth
 - b. Extraordinary Water Conservation Measures
 - c. Use of Non-CVP water
 - d. Other Unique or Unusual Circumstances

Alternative 4 of the M&I WSP's final EIS outlines the implementation procedures for Historical Use adjustments.

1. For an M&I Contractor to be eligible for a Historical Use adjustment, the Contractor, if required by federal or state law, must be actively implementing a Reclamation approved WMP that meets the current CVPIA Standard Criteria; measuring such water consistent with section 3405(b) of the CVPIA; have an established operating drought contingency plan designed to protect PHS; and demonstrate a 'need' for additional water.
2. Any requests for a Historical Use adjustment must be submitted to Reclamation, in writing, within 30 days after the Contractor receives Reclamation's annual initial declaration of CVP water being made available under their Contract. Reclamation's review shall be contingent upon the Contractor providing appropriate data and documentation for the adjustment.

B. PUBLIC HEALTH AND SAFETY: The amount of water determined to be necessary to sustain PHS is currently calculated to equal $D + CI + I + L$

Where¹:

²Domestic use (D) = Current Population X 55 gallons per capita per day³

Commercial and Institutional (CI) = 70% of Projected Commercial Demand

Industrial (I) = 70% of Projected Industrial Demand

System (Conveyance) Losses (L) = 10%

Based on the severity of the Condition of Shortage, Reclamation may adjust the CI, and I percentages of demands to ensure domestic use needs are met throughout the CVP.

The following guidelines only apply when Contractors are receiving a PHS Allocation.

1. CII Demand calculation: For the purposes of a PHS calculation, CII demand will be based on previous CII water use as reported in the most recent UWMP, WMP, or the Contractor's previous year reporting response under the Annual M&I Water

¹ If the State's criteria changes in any given year, then Reclamation would modify this equation to remain consistent with the State's approach.

² Multi-family residential units are not to be included in CII calculations. Residential water use for multi-family housing units and incidental domestic use for those living on agricultural parcels is taken into account under population and domestic use. For purposes of this document, the definitions in California Water Code Section 10608.12 of CII users apply. "Commercial water user means a water user that provides or distributes a product or service. Industrial water user means a water user that is primarily a manufacturer or processor of materials as defined by the North American Industry Classification System code sectors 31 to 33, inclusive, or an entity that is a water user primarily engaged in research and development. Institutional water user means a water user dedicated to public service. This type of user includes, among other users, higher education institutions, schools, courts, churches, hospitals, government facilities, and nonprofit research institutions."

³ The per capita water demand rate used to calculate the PHS need shall be consistent with State law. The 55 gallons per capita demand value reflects the requirements defined in California State Senate Bill SBx 7-7. Reclamation may adjust this value over time to reflect future changes in State law. If State criteria does not exist, the contractor will apply criteria developed by Reclamation (in consultation with the contractor) that will be consistent with relevant criteria used by similarly situated California M&I water entities.

Information Request from Reclamation. If a PHS adjustment is requested, the Contractor must provide the Contracting Officer sufficient justification and documentation for the adjustment. Part of this documentation shall include the annual reports of CII use filed through the State Water Resources Control Board's annual reporting for public water systems from previous years. If CII use is not reported in an UWMP or WMP, Reclamation and the Contractor will need to agree on an appropriate method for calculating demand.

2. Water Sources Available to Contractor: During a Condition of Shortage, Reclamation will make CVP water available for delivery to M&I Contractors consistent with the M&I WSP. Contractors are expected to use their CVP water in conjunction with other available water supplies. In considering other water supplies available to the Contractor, the following apply:
 - a. Any water (CVP or Non-CVP water) acquired via a short-term water transfer (a transfer of one year or less) during a Condition of Shortage will not be counted as an available water source to meet the PHS needs.
 - b. Any water acquired via a long-term transfer (agreements that are more than one year) will be considered an available supply to the Contractor to meet PHS needs, unless such water is CVP water used in calculating the Historical Use of the buyer.
 - c. Water transfers made by a Contractor (as the seller) will be counted as water available to the Contractor, unless it's a long-term transfer considered as an available source to a buyer. Long-term CVP transfers where CVP water is calculated as part of a buyer's Historical Use will not be considered an available supply to the seller.
 - d. With prior approval from the Contracting Officer, in a year preceding an anticipated PHS year, a Contractor may acquire water (through exchange or transfer) for carryover purposes (in facilities not operated as part of the CVP) to use in the Condition of Shortage for PHS needs. This water will be exempt from calculating supplies available to meet PHS needs. This exemption will only be valid for the Contract year immediately following the acquisition.
 - e. Developed non-potable water supplies (water that cannot be properly treated for human consumption) will not be considered for meeting domestic needs. However, the developed non-potable supplies will be included as water available to meet non-potable CII demands, as appropriate. This may include, but is not limited to, recycled water, stormwater runoff, agricultural drainage water, and greywater.
 - f. Water supplies required to meet environmental purposes by permit, water rights, or other legal or contractual obligations and are not otherwise available to meet M&I demands, will not be considered available to meet PHS needs.

- g. At the sole discretion of the Contracting Officer, the Contracting Officer may exempt water supplies developed and used only during a Condition of Shortage. Such water supplies are developed to minimize losses and damages resulting from drought and are limited to actions that are temporary in nature. Temporary actions may include, but are not limited to, emergency pumps and pipes and the construction of temporary facilities for the conveyance or treatment of water. If a Contractor continues to use the developed water beyond a Condition of Shortage, the developed supply will be counted as available water supply to the Contractor in future years.
- h. Water available to meet PHS needs must be operationally available to the Contractor; e.g. water in a reservoir dead pool (water that is too low for release or below intakes), water that cannot be contractually returned from a groundwater bank, or water that is only permitted or licensed for agriculture/irrigation is not considered an available supply.
- i. Contractors that operate their own surface water reservoirs (reservoirs not operated as part of the CVP) will be allowed to exempt an amount of surface water stored in reservoirs from available supplies equal to six months of the Contractor's PHS demand. At the sole discretion of the Contracting Officer, the Contracting Officer may adjust this quantity on a case by case basis if an operating plan, a drought plan, a Record of Decision for operations, or an UWMP or WMP outlines a different policy or approach for carryover storage.
 - a. Water acquired or developed in 2.d or 2.g above will not be counted in the exemption of 2.i, if such water described in 2.d and 2.g remains in storage. For example, a Contractor's six month PHS demand is 50,000 AF. Under 2.g, the Contractor has 15,000 AF in storage and 2,000 AF acquired under the conditions of 2.d also in storage; therefore, 17,000 (15,000 + 2,000) AF would not be counted as part of the 2.i exemption. In this example, the Contractor can exempt 67,000 AF of supplies stored in their own reservoir (50,000 AF + 17,000 AF).
- j. Groundwater that cannot be treated or blended to meet Environmental Protection Act minimum standards under the Safe Water Drinking Act shall not be considered to meet domestic use needs, but may be used to meet certain CII needs, if appropriate.
- k. To encourage drought resiliency and the development of long-term, Non-CVP water supplies in a Contractor's Service or Boundary Area, the Contracting Officer, on a case-by- case basis, may issue reduction credits towards the available water supplies to the Contractor. Reduction credits may not exceed 10 percent of the developed supply and will only pertain to water supplies developed after the enactment of the M&I WSP.

- a. It is the sole responsibility of the Contractor to provide sufficient documentation and data to the Contracting Officer to determine if reduction credits will be issued.

3. Conditions of PHS Adjustments: If Reclamation allocates additional water beyond the Historical Use Allocation to meet PHS needs (PHS adjustment), the following conditions will apply:

- a. Requests for a PHS adjustment must be submitted within 30 days of the Contractor receiving the initial declaration of CVP water made available under the Contractor's Contract. If allocations are decreased after the initial declaration, the Contractor will have 15 days after the decreased allocation notification to submit a request for a PHS adjustment.
- b. The Contractor shall not be allowed to transfer any portion of their CVP supply during the Contract year in which the PHS adjustment occurred.
- c. If the Contractor transferred/sold water prior to a PHS adjustment (during the same Contract year when the PHS adjustment occurs), the PHS adjustment will be reduced by the gross quantity transferred.
- d. Exchanges will be considered on a case-by-case basis. However, exchanges will only be allowed if the exchange occurs during the same Contract year of the Condition of Shortage. Exchanges of CVP water must be done at a minimum of one unit of CVP water to one unit of Non-CVP water (one acre-foot for one acre-foot), meaning that the CVP water exchanged must be equal to or less than the Non-CVP water being received. Under no circumstance will a Contractor receiving a PHS adjustment be allowed to exchange CVP water for a lesser quantity of water in return.
- e. The Contracting Officer may provide exceptions for B.3.a-B.3.c. if the transfer or exchange is needed to fulfill a previous contractual obligation that must be met during the Condition of Shortage.
- f. There will be no carryover or rescheduling of water made available through a PHS adjustment. The PHS adjustment is only available to the Contractor during the Contract year in which the adjustment is made.

C. Determining Allocations for Contracts with Irrigation and M&I Water Supplies:

Several Reclamation Contractors have both irrigation and M&I water supplies contracts (mixed contract); however, there is not a quantity of water associated for each use under contract. In most water service contracts, it states, "Project water furnished under this contract will be allocated in accordance with the then-existing Project M&I Water Shortage Policy. Under the M&I WSP, irrigation allocations for mixed contracts will be calculated as follows:

$(\text{Total Contract Quantity} - \text{M\&I Historical Use}) \times \text{Irrigation Allocation Percentage} =$

Irrigation Water Available Under Contract (expressed as a quantity)

For example:

Total Contract Supply = 10,000 AF

Three Year M&I Historic Use = 2,000 AF

Irrigation Allocation Percentage = 50%

Irrigation allocation: $(10,000 \text{ AF} - 2,000 \text{ AF}) * 50\% = 4,000 \text{ AF}$ for irrigation water available under contract.

Appendix A: Central Valley Project Municipal and Industrial Water Shortage Policy Guidelines and Procedures

Appendix M

Alternative 4: Updated M&I WSP

Mission Statements

The mission of the Department of the Interior is to protect and provide access to our Nation's natural and cultural heritage and honor our trust responsibilities to Indian Tribes and our commitments to island communities.

The mission of the Bureau of Reclamation is to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American public.

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Abbreviations and Acronyms

AF	acre-foot
AHU	Adjusted Historical Use
BMPs	Best Management Practices
CUWCC	California Urban Water Conservation Council
CVP	Central Valley Project
CVPIA	Central Valley Project Improvement Act
EA	Environmental Assessment
gpcd	gallons per capita demand
gpd	gallons per day
M&I	municipal and industrial
PHS	public health & safety
Reclamation	Bureau of Reclamation
UWMP	urban water management plan
WMP	water management plan
WSP	Water Shortage Policy

Chapter 1

Introduction

The Central Valley Project (CVP) Municipal and Industrial (M&I) Water Shortage Policy (WSP) and implementation guidelines are intended to provide detailed, clear, and objective guidelines for the distribution of CVP water supplies during a Condition of Shortage, thereby allowing CVP water service contractors to know when, and by how much, water deliveries may be reduced in drought and other low water supply conditions. This increased level of clarity and understanding is needed by water managers and the entities that receive CVP water to better plan for and manage available CVP water supplies, and to better integrate the use of CVP water with other available non-CVP water supplies.

Allocation of CVP water supplies for any given water year is based upon forecasted reservoir inflows and Central Valley hydrologic conditions, amounts of storage in CVP reservoirs, regulatory requirements, and management of Section 3406(b)(2) resources and refuge water supplies in accordance with implementation of the Central Valley Project Improvement Act (CVPIA). In some cases, M&I water shortage allocations may differ between CVP divisions due to regional CVP water supply availability, system capacity, or other operational constraints.

The M&I WSP does not apply to: 1) CVP water service or repayment contractors with contracts that do not reference the M&I WSP; 2) settlement, exchange, or other types of contracts or agreements in satisfaction of senior water rights; or 3) CVPIA refuge contracts.

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Chapter 2

CVP M&I Water Shortage Policy

The proposed CVP M&I WSP is presented below. It is similar to the Draft 2001 policy with some modifications made to reflect Alternative 1B in the 2005 Environmental Assessment (EA) and Finding of No Significant Impact and comments received from water service contractors and other stakeholders. These modifications include:

- Deleted reference to the 1996 M&I Water Rates book;
- Replaced the two tables in Terms and Conditions 4 and 5 of the draft 2001 policy with Table 3-5 (Alternative 1B) from the 2005 EA;
- Removed the provision for “75 percent of M&I reliability” since the 2005 EA’s Table 3-5 alters this provision;
- Expanded definitions to provide greater clarification of key terms;
- Amended the methodology used to make adjustments to contractors’ historical use;
- Removed assumption that the use of CVP water was viewed as supplemental to non-CVP supplies;
- Added recycled water as non-CVP supply, subject to Reclamation approval; and
- Clarified M&I allocation for contracts with both irrigation and M&I use which do not set forth individual Contract Totals for each use.

Chapter 3 contains associated guidelines to provide additional clarification on the implementation process.

2.1 Central Valley Project M&I Water Shortage Policy

The CVP is operated under Federal statutes authorizing the CVP and the terms and conditions of water rights acquired pursuant to California law. During any year, there may be constraints on the availability of CVP water for an M&I contractor. The purposes of the M&I WSP are to:

- Define water shortage terms and conditions for applicable CVP water service contractors, as appropriate.

- Determine the quantity of water made available to CVP water service contractors from the CVP that, together with the M&I water service contractors' drought water conservation measures and other non-CVP water supplies, would assist the M&I water service contractors in their efforts to protect public health and safety (PHS) during severe or continuing droughts.
- Provide information to water service contractors for their use in water supply planning and development of drought contingency plans.

Currently, many M&I contractors are not using their full M&I Contract Total. If the M&I water shortage allocation were applied to full Contract Totals, the resulting allocation for some contractors would exceed their current demand. Therefore, in water short years, allocation for M&I are based on historical use. M&I water demands within the CVP are continually increasing. The Bureau of Reclamation (Reclamation) recognizes that as water conservation measures are implemented there is a hardening of demand that lessens an M&I contractor's ability to reduce demand during shortages.

The capability of the CVP to meet the water supply allocations addressed by this M&I WSP is subject to the availability of CVP water supplies. In any given year, M&I water shortage allocations may differ between CVP divisions due to regional CVP water supply availability, system capacity, or operational constraints. Generally, the supply allocation (percentage) to the various divisions will be the same, unless specific constraints require otherwise.

Reclamation explored the concept of two tiers of M&I water supply reliability as proposed by contractors in the CVPIA Administrative Proposal on Urban Water Supply Reliability. Although Reclamation determined not to adopt two tiers, it will facilitate the sale of CVP water from willing sellers to M&I contractors when necessary.

2.1.1 Definitions

Adjusted For Growth - An adjustment to the contractor's historical use quantity to account for increased demand within the contractor's service area to include (but not be limited to) increases due to population growth and to the number or demand of industrial, commercial, and other entities the contractor serves, based upon the submittal of required supporting documentation to Reclamation.

Adjusted For Extraordinary Water Conservation Measures - An adjustment to the contractor's historical use quantity to account for conservation measures that exceed applicable best management practices (BMPs) adopted by the California Urban Water Conservation Council (CUWCC). A water

conservation measure considered extraordinary in one Year¹ may be a mandatory BMP in a subsequent Year and thus would no longer be considered extraordinary.

Adjusted For Non-CVP Water - An adjustment to the contractor's historical use quantity to account for water sources other than the CVP supplies used to satisfy M&I demand within the contractor's service area, subject to written documentation from the contractor that shows the extent to which use of the non-CVP water actually reduced the contractor's use of CVP water in the last three unconstrained years. A contractor must show that the non-CVP water used in last three unconstrained years reduced the use of CVP water in these years. Non-CVP supplies may include surface water, groundwater, local storage, recycled water (subject to Reclamation approval), and other Reclamation-approved non-CVP supplies. Attachment A provides information on the documentation required by an M&I water service contractor when requesting an adjustment to historical use based on the use of non-CVP supplies in lieu of CVP water supplies.

Agricultural Contractor - A water service contractor delivering water supplies for use in agricultural production, as defined in CVP contracts. Some CVP agricultural water service contractors also deliver M&I supplies.

Condition of Shortage - Periods when Reclamation is unable to deliver the Contract Total pursuant to the terms and conditions of CVP water service, water rights settlement, and/or repayment contracts. Reclamation can determine a Condition of Shortage exists based on various factors, including low water supply conditions during drought periods or severe hydrological conditions, CVP system operational constraints associated with legal decisions, regulatory requirements, and hydrologic reductions. A Condition of Shortage may also be regional and not CVP-wide. For example, limitations on the CVP ability to convey water across the Delta in accordance with State Water Resources Control Board (SWRCB) orders and decisions can result in a Condition of Shortage for CVP water contractors located south of the Delta as compared to CVP water users located north of the Delta.

Contract Total – the maximum amount of water to which the Contractor is entitled pursuant to the terms of the Contractor's water service or repayment contract.

Drought Contingency Plan - A plan provided to Reclamation by each contractor designed to protect public health and safety. The contractor may provide a copy of its urban water management plan (UWMP) or water management plan (WMP) to Reclamation in lieu of a separate drought contingency plan so long as the UWMP or WMP contains the contractor's drought contingency plan.

¹ Water service contractor Year is defined as March 1 of each calendar year through the last day of February of the following calendar year.

Extraordinary Water Conservation Measures - Conservation measures that exceed applicable BMPs, or approved alternative, adopted by the CUWCC. A water conservation measure considered extraordinary in a given year may be a mandatory BMP in a subsequent year and thus would no longer be considered extraordinary.

Historical Use - The average quantity of CVP water put to beneficial use within the service area during the last three years of water deliveries that were unconstrained by the availability of CVP water. At the contractor's request, Reclamation will review documentation for adjustment of the historical use for population growth, extraordinary water conservation measures, or use of non-CVP water supplies. Also, Reclamation may agree to adjust the historical use on the basis of unique circumstances, after consultation with the contractor.

Irrigation Water Contactor - See "Agricultural Contractor"

M&I Water Contractor - A water service contractor delivering water supplies to water users or retailers serving residential, non-agricultural commercial, industrial, and municipal water users. Some CVP M&I water service contractors also deliver agricultural supplies.

Non-CVP Water - Water from sources other than the CVP used to satisfy M&I demand within the contractor's service area, subject to written documentation from the contractor that shows the extent to which use of the non-CVP water actually reduced the contractor's use of CVP water in the unconstrained years. Example sources may include, but are not limited to, local surface water supplies; water rights water; groundwater; transfer water; and, recycled water, subject to Reclamation approval.

PHS Needs - The amount of water determined to be necessary to sustain public health and safety, calculated with the formula in Section 3.3, which may be revised in the future to remain consistent with the State of California's approach. During a Condition of Shortage, Reclamation will strive to make CVP water available for delivery to M&I water service contractors at not less than their unmet PHS need, in conjunction with their use of CVP allocations and other available non-CVP supplies, subject to the availability of CVP water supplies, if: a) the Governor declares an emergency due to water shortage applicable to that contractor; or b) Reclamation, in consultation with the contractor, determines that an emergency exists due to water shortage. At that time, the PHS need would be determined by the contractor and reviewed and approved by Reclamation prior to an adjustment to a contractor's allocation in order to assist in meeting unmet PHS need.

Shortage Allocation - Refers to the allocation of CVP water during a Condition of Shortage, pursuant to the water allocation amounts prescribed in the CVP M&I WSP. The allocation of water is based on the availability of CVP supplies and Reclamation's ability to convey water.

Unconstrained Year – A year in which the M&I water supply allocation is 100 percent of Contract Total by the final allocation announcement.

Urban Water Management Plan - The 1985 California Urban Water Management Planning Act required M&I users with more than 3,000 connections or use of more than 3,000 acre-feet (AF) per year to prepare a UWMP. The UWMP must include existing and projected water supplies and demands, water supply allocations, comparison of supplies and demands, water demand management program (conservation), wastewater recycling, and water shortage contingency plans.

Water Management Plan - As described in CVPIA, WMPs completed under the 1982 Reclamation Reform Act include the implementation of all cost-effective BMPs that are economical and appropriate, including measurement devices, pricing structures, demand management, public information, and financial incentives.

2.1.2 Terms and Conditions

1. During a Condition of Shortage, allocation of M&I water will be based on a contractor's historical use of CVP M&I water. At the contractor's request, Reclamation will consult with the contractor to adjust the contractor's historical use on the basis of: a) *growth*; b) *extraordinary water conservation measures*; and c) *use of non-CVP water*, subject to Term and Condition 3. Reclamation will adjust the historical use to reflect the effect of non-CVP water used in lieu of use of the contractor's CVP water. Crediting for this non-CVP water will be based on 1 AF for 1 AF, unless Reclamation and the contractor agree otherwise after considering unique circumstances. The contractor must fully document use of non-CVP water to clearly demonstrate how much of that water use actually reduced the contractor's use of CVP water in unconstrained years, and submit the documentation in writing to Reclamation when requesting an adjustment (see Attachment A).
2. For an M&I contractor to be eligible for adjustment to its CVP water supply, the contractor's water service contract must reference the M&I WSP. In addition, the CVP contractor must: a) have developed and be implementing a water conservation plan that meets the current CVPIA criteria; b) be measuring such water consistent with section 3405(b) of the CVPIA; c) have and be implementing a drought contingency plan designed to protect public health and safety; and d) demonstrate a 'need' for additional water. Reclamation intends to incorporate a provision in all new, renewed, and amended CVP contracts that references the CVP M&I WSP.
4. Before allocation of M&I water to a contractor will be reduced, allocation of irrigation water will be reduced below 75 percent of Contract Total, as shown in Table 1.

Table 1: Allocation of Irrigation and M&I Water Supply Under a Condition of Shortage

Irrigation Allocation (% of contract entitlement)	M&I Allocation ⁽¹⁾
< 100%	100% (Contract Total)
95%	100%
90%	100%
85%	100%
80%	100%
75%	100%
	M&I Allocation (% of historical use)
70%	95%
65%	90%
60%	85%
55%	80%
50%-25%	75% ⁽²⁾
20%	70% ⁽²⁾
15%	65% ⁽²⁾
10%	60% ⁽²⁾
5%	55% ⁽²⁾
0%	50% ^(2, 3)

(1) For any contract for both irrigation and M&I uses which does not set forth individual Contract Totals for each use, the M&I allocation will be determined by historical use.

(2) Subject to PHS considerations described in Implementation Guidelines.

(3) Nothing in this policy prevents M&I allocation from being reduced below 50% if CVP water availability is insufficient to meet the 50% allocation

5. When allocation of irrigation water has been reduced below 75 percent and still further water supply reductions are necessary, both the M&I and irrigation allocations will be reduced by the same percentage increment. The M&I allocation will be reduced until it reaches 75 percent of historical use, and the irrigation allocation will be reduced until it reaches 50 percent of irrigation Contract Total. The M&I allocation will not be further reduced until the irrigation allocation is reduced to below 25 percent of Contract Total, as shown in Table 1.
6. When allocation of irrigation water is reduced below 25 percent of Contract Total, Reclamation will reassess both the availability of CVP water supply and CVP water demand.
7. Reclamation will strive to deliver CVP water to M&I water service contractors at not less than the amount needed to meet PHS need, taking into consideration contractors' CVP allocations and available non-CVP supplies, provided CVP water is available, if (a) the Governor declares an emergency due to water shortage applicable to that contractor or (b) Reclamation, in consultation with the contractor, determines that an emergency exists due to

water shortage. The contractor will calculate the PHS need using the criteria in Section 3.3 or the most current, which will remain consistent with the State of California's approach, and submit the calculated need to Reclamation along with adequate support documentation for review. Reclamation will ensure that the calculated need is consistent with such criteria. Reclamation may determine that it is necessary to vary the allocation of M&I water by contractor, taking into consideration a contractor's available non-CVP water supply.

8. Each M&I contractor will provide Reclamation its drought contingency plan designed to protect public health and safety. The contractor may provide a copy of its UWMP to Reclamation in lieu of a separate drought contingency plan so long as the UWMP contains the contractor's drought contingency plan.

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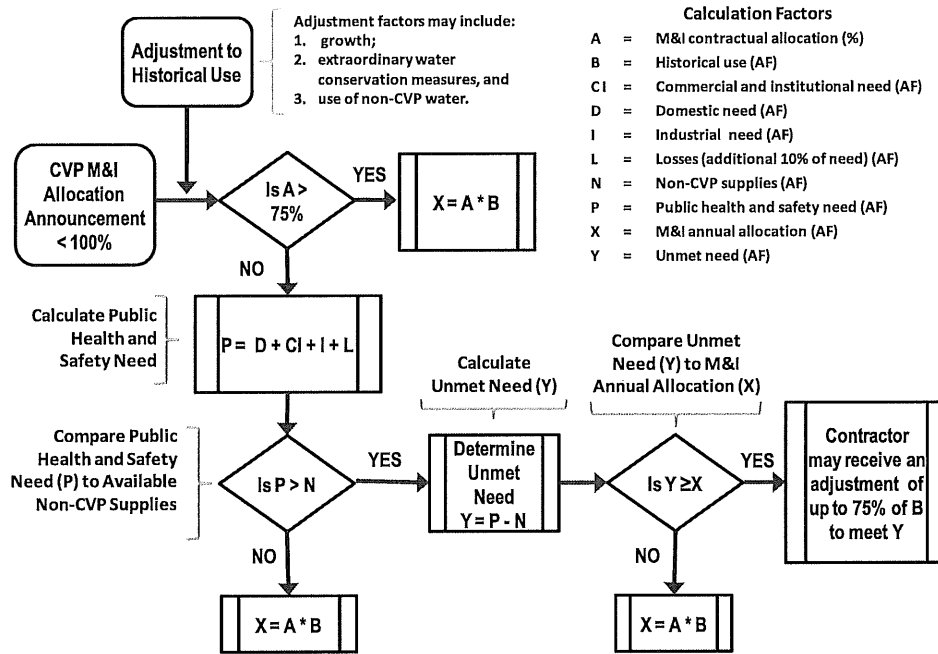
Chapter 3 Implementation Guidelines

This section outlines implementation steps for the M&I WSP and describes other factors considered and/or excluded from the M&I WSP.

3.1 Implementation Procedures - General

1. Irrigation contractor allocations are based upon Contract Total.
2. When M&I contractor allocations are at 100 percent, the allocation of M&I water will be based on Contract Total.
3. When M&I contractor allocations are below 100 percent, the allocation of M&I water will be based on a contractor's historical use of CVP M&I water.
4. An M&I contractor's historical use will be determined by calculating the average quantity of CVP water put to beneficial use within the service area during the last three years of water deliveries that were unconstrained by the availability of CVP water.
5. The general sequence of steps that Reclamation will use to determine CVP supplies for M&I contractors during a Condition of Shortage is shown in Figure 1.

Figure 1. Steps to be Used to Determine Shortage Allocation for M&I Water Contractors



3.2 Implementation Procedures - Historical Use Adjustments

1. At the contractor’s request, Reclamation will consult with the contractor to adjust the contractor’s historical use on the basis of:
 - a. growth;
 - b. extraordinary water conservation measures, and
 - c. use of non-CVP water.

Each of the three most recent unconstrained years will be assessed for adjustment. Adjustment will be made accordingly and prior to calculating the contractor’s historical average.

2. Adjustment for Population Growth: If requested by an M&I contractor, an adjustment for population growth may be applied to an M&I contractor’s historical use. In such a case, the historical use in each of the last three unconstrained years will be adjusted to reflect the population growth (i.e., difference in respective population between each unconstrained year to

current population). The sum of all adjustments will be calculated prior to averaging.

The following equation shall be used to adjust the historical water demand in each of the three unconstrained years for population growth:

Equation 1: Adjusted Historical Use (AHU_{yearX}) = $HU_{yearX} \times (P_{current} / P_{yearX})$

Where:

- AHU_{yearX} is the historical use in applicable year X (one of the three unconstrained years) adjusted for population growth
- HU_{yearX} is the actual historical use in applicable year X (one of the three unconstrained years)
- $P_{current}$ is the current population
- P_{yearX} is the population in historical use in applicable year under consideration

An M&I contractor may develop and submit to Reclamation, for verification and approval, its own calculation of its historical use and its estimate of the adjustment for population growth.

Reclamation and the contractor may confer and enter into negotiations regarding the calculated historical use and adjustment for population growth, if needed. However, the historical use and any adjustment for population growth will be subject to Reclamation approval and shall not exceed the Contract Total.

3. Adjustment for Extraordinary Water Conservation Measures: If requested by an M&I contractor, an adjustment for water conserved via extraordinary water conservation measures implemented and documented by a contractor may be applied to an M&I contractor's historical use. To be eligible for such an adjustment, the water service contractor must;
 - a. have developed and be implementing a water conservation plan that meets CVPIA criteria, and
 - b. be measuring such water consistent with section 3405(b) of the CVPIA.

This adjustment to the contractor's historical use quantity to account for conservation measures that exceed applicable best management practices adopted by the CUWCC must be quantifiable.

4. The following criteria shall be used to quantify and calculate an adjustment for water conserved via extraordinary water conservation measures:
 - a. A contractor requesting such an adjustment will be required to provide sufficient documentation to account for the water conserved via extraordinary water conservation measures.
 - b. The quantitative data provided by the contractor shall detail the actual quantities of water conserved by exceeding the schedule for implementation of BMPs developed by the CUWCC and/or the CVPIA Criteria for Evaluating Water Management Plans."
 - c. As water demand and water supply conditions vary from one year to the next, a contractor's extraordinary water conservation will be required to be documented and calculated for each of the three unconstrained years to be considered in the historical use calculation. The calculated amount of extraordinary water conservation in any one year will only be considered in the adjustment for the respective year.
 - d. The calculated annual adjustment for a contractor's extraordinary water conservation will be applied to the respective unconstrained year by adding the calculated adjustment amount (in AF) to the Adjusted Historical Use (AHU_{yearX}) following its adjustment for population growth, if applicable. Each of the three unconstrained years eligible for an adjustment for extraordinary water conservation will be adjusted individually prior to calculation of the average of the adjusted historical use. Adjusted historical use would not exceed Contract Total.
5. Adjustment for "Non-CVP Water" Supplies: If requested by an M&I contractor, an adjustment for use of non-CVP water may be applied to an M&I contractor's historical use. Reclamation will adjust the historical use calculation to reflect the effect of non-CVP water used in lieu of use of the contractor's CVP water. In order to receive an adjustment based on non-CVP water, the contractor must fully document use of non-CVP water to clearly show how much that water use actually reduced the contractor's use of CVP water in the unconstrained years, and submit the documentation in writing to Reclamation (see Attachment A). A list of non-CVP water supplies that may be considered in this adjustment is provided below.

An M&I water contractor's available non-CVP supply will differ from contractor to contractor and will therefore have to be determined on an individual basis. Reclamation will use information provided by the

contractor, other available information, and the following equation to calculate an M&I water contractor's total available non-CVP supply:

Equation 2:
$$N (AF) = N_1 + N_2 + N_3 \dots N_n$$

Where types of non-CVP supplies (N_x) may Include:

- *Surface water(non-CVP supplies)*
- *Groundwater*
- *Local storage*
- *Recycled water, subject to Reclamation approval*
- *Other Reclamation Approved Non-CVP Supplies*

Note: Units (N) are in AF of available annual water supply yield.

The calculated annual adjustment for a contractor's use of non-CVP water in lieu of use of the contractor's CVP water will be applied to the respective unconstrained year by adding the calculated adjustment amount (in AF) to the Adjusted Historical Use (AHU_{yearX}) following its adjustment for population growth, extraordinary water conservation measures, if applicable, with a maximum of the contract total amount. Each of the three unconstrained years eligible for an adjustment for use of non-CVP water in lieu of use of the contractor's CVP water will be adjusted individually prior to calculation of the average of the adjusted historical use.

Reclamation may also adjust the historical use on the basis of unique circumstances after consultation with the contractor. An example of a unique circumstance is the Year following a Year in which water users implemented extraordinary water conservation measures, or the converse, in which a contractor may use more water than historically used in order to recharge groundwater.

6. The following equation shall be used to average the adjusted historical use in each of the three unconstrained years after the above adjustments are made:

Equation 3: Average Historical Use (HU_{average}) = (AHU_{yearX} + AHU_{yearY} + AHU_{yearZ}) ÷ 3

Where:

- *HU_{average} is the average of the three adjusted historical use amounts corresponding to the three unconstrained years)*
- *AHU_{yearX}, AHU_{yearY} and AHU_{yearZ} are adjusted historical use in applicable year X (one of the three unconstrained years), after adjustments for population growth, extraordinary water conservation, and use of non-CVP supplies.*

7. Before allocation of M&I water to a contractor will be reduced, allocation of Irrigation water will be reduced below 75 percent of Irrigation Contract Total. When the allocation of Irrigation water is less than 100 percent but greater than or equal to 75 percent, the allocation of M&I water will based on 100% Contract Total, as shown in Table 2.

Table 2: Allocation of M&I Water When Allocations of Irrigation Water are Above 75 Percent

Irrigation Allocation (% of Contract Total)	M&I Allocation (% of Contract Total)
< 100%	100%
95%	100%
90%	100%
85%	100%
80%	100%
75%	100%

8. When allocation of Irrigation water has been reduced below 75 percent and still further water supply reductions are necessary, both the M&I and Irrigation allocations will be reduced by the same percentage (e.g., 5%) increment. The allocation of M&I water will based on historical use. The M&I allocation will be reduced until it reaches 75 percent of adjusted historical use, and the Irrigation allocation will be reduced until it reaches 50 percent of Contract Total. The M&I allocation will not be further reduced until the Irrigation allocation is reduced to below 25 percent of Contract Total, as shown in Table 3.

Table 3: Allocation of M&I Water When Allocations of Irrigation Water are Less Than 75 Percent and Greater 25 Percent

Irrigation Allocation (% of Contract Total)	M&I Allocation (% of historical use)
70%	95%
65%	90%
60%	85%
55%	80%
50%-25%	75%

9. When M&I water allocations are less than 100 percent, the M&I allocation amount will be calculated using the following equation:

Equation 4: $M\&I \text{ annual allocation (X AF)} = \text{Average of } (HU_{\text{yearX}} + HU_{\text{yearY}} + HU_{\text{yearZ}}) \times Z$

Where:

- HU_{yearX} is the actual historical use in applicable year X (one of the three unconstrained years)
- Z is the corresponding M&I Allocation percent from Table 3 or Table 4.

Note: Units (X) are in AF, annual M&I shortage allocation of CVP water.

M&I contractors could then request an adjustment to their historical use, if thought necessary.

10. When allocation of Irrigation water is reduced below 25 percent of Irrigation Contract Total, Reclamation will reassess both the availability of CVP water supply and CVP water demand. Due to limited water supplies, during these times M&I water allocation to contractors may be reduced below 75 percent of adjusted historical use.
11. Once an adjustment to a Contractor’s historical use is approved by Reclamation, it may increase their allocation quantity for the current water short year.

3.3 Implementation Procedures - Public Health & Safety

1. When M&I allocations are reduced below 75 percent, the M&I allocation will be equal to the greater of the percentage of historical use or PHS need (to a maximum of 75% of historical use), as shown in Table 4.

Table 4: Allocation of M&I Water When Allocations of Irrigation Water are Below 50 Percent

Irrigation Allocation (% of Contract Total)	M&I Allocation (% of historical use)
Between 25% and 50%	75%
20%	Maximum of 70% of historical use or PHS consideration
15%	Maximum of 65% of historical use or PHS consideration
10%	Maximum of 60% of historical use or PHS consideration
5%	Maximum of 55% of historical use or PHS consideration
0%	Maximum of 50% of historical use or PHS consideration

Note: If CVP water is not available, M&I contractors may be reduced below 50%.

2. Reclamation will strive to make CVP water available to an M&I contractor at not less than the amount necessary for PHS need, in conjunction with the use of CVP allocations and other non-CVP supplies, provided CVP water is available, and if:

- a. an M&I water contractor submits a request to Reclamation for PHS water supply delivery;
 - b. the Governor declares an emergency due to water shortage applicable to that contractor; and/or
 - c. Reclamation, in consultation with the contractor, determines that an emergency exists due to a Condition of Shortage.
3. The PHS will be calculated to reflect the contractor's domestic, commercial, institutional, and industrial demands and system losses, as follows²:

Equation 5: *Public Health and Safety Allocation Amount (PHS) = D + CI + I + L*

Where:

$$\begin{aligned} \text{Domestic use (D)} &= \text{Current Population} \times 55 \text{ gpd}^3 \\ \text{Commercial and Institutional (CI)} &= 80\% \text{ of Projected Commercial Demand} \\ \text{Industrial (I)} &= 90\% \text{ of Projected Industrial Demand} \\ \text{System (Conveyance) Losses (L)} &= 10\% \text{ of } D + CI + I \end{aligned}$$

4. M&I water contractors will have the option of calculating the PHS need for review and approval by Reclamation or request that Reclamation calculate the PHS on behalf of the M&I water contractor.
5. If an M&I water contractor calculates its own PHS need, Reclamation will review and verify calculations submitted by the contractor. The contractor will calculate its PHS need using criteria noted in Item 18 and will submit the calculated need to Reclamation along with adequate support documentation for review.
6. If Reclamation calculates the PHS need, Reclamation may use information received from the water contractor as well as information from other sources.
7. Reclamation and the contractor may confer and enter into negotiations regarding the calculated PHS need, if needed; however, the final PHS

² If the State's criteria changes in any given year, then Reclamation would modify this equation to remain consistent with the State's approach.

³ The per capita water demand rate used to calculate the PHS need shall be consistent with State law. The 55 gallons per capita demand (gpcd) value reflects the requirements defined in California State Senate Bill SBx 7-7. Reclamation may adjust this value over time to reflect future changes in State law. If State criteria does not exist, the contractor will apply criteria developed by Reclamation (in consultation with the contractor) that will be consistent with relevant criteria used by similarly situated California M&I water entities.

need to be used to determine the M&I water contractor's allocation will be subject to Reclamation approval.

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Attachment A

Documentation Required for Verifying Non-CVP Water Use in Lieu of CVP Water

1. **Data Required for Unconstrained Years**
 - a. Contractor provides:
 - i. Non-CVP water supply documentation - See No. 2 below, Non-CVP Water Checklists
 - ii. Department of Water Resources (DWR), State Water Supply delivery data (Form 3017)
 - iii. CVP water delivery data
 - b. Reclamation provides:
 - i. Area Office's CVP water delivery data
 - ii. Area Office's annual declaration letters announcing water allocation
 - iii. Area Office's annual rate exhibits annotated with historic average quantity
 - iv. Region's water needs assessment
 - v. Region's water conservation plan
 - vi. Central Valley Operations' water declarations for specific CVP division (identify three unconstrained years based on division)
2. **Non-CVP Water Checklists (Attached):**
 - a. For surface water: refer to “Checklist for Surface Water Supply as a Source of Non-CVP Water in Unconstrained Years”
 - b. For ground water: refer to “Checklist for Groundwater as a Source of Non-CVP Water in Unconstrained Years)
 - c. For water released from a Non-CVP reservoir: refer to “Checklist for Use of Non-CVP Water from a Non-CVP Reservoir in Unconstrained Years”
3. **Other Non-CVP Water Supplies:**
 - a. Recycled Water – Reclamation will review documentation on a case by case basis.

Checklist for Surface Water Supply as a Source of Non-CVP Water in Unconstrained Years

1. **Point-of-Contact.** Provide the name, address, and telephone number of the holder of the water right for the non-CVP surface water to be utilized in lieu of CVP water.
2. **Non-CVP Water Source.** Provide the name and location of the source(s) from which the non-CVP water to be utilized in lieu of CVP water can be diverted and indicate whether such surface water, in accordance with the non-CVP water right, is to be directly diverted or diverted to and re-diverted from storage.
3. **Status of Non-CVP Water's Water Right.** Has the right to divert the Non-CVP surface water been abandoned or forfeited? If so, explain.
4. **Post-1914 Surface Water Rights.** Provide:
 - a. The application number, permit number and/or license number, if applicable, assigned the non-CVP surface water right, by the SWRCB or its predecessor;
 - b. The number(s) and date(s) of all SWRCB decisions and orders that relate to the application, permit and/or license to appropriate the non-CVP surface water to be utilized in lieu of CVP water.
5. **Pre-1914 Surface Water Right.** Provide:
 - a. Copies of all Statements of Diversion and Use of the non-CVP water to be utilized in lieu of CVP water that have been filed with the SWRCB for the last three unconstrained years;
 - b. The date of priority of the non-CVP surface water right;
 - c. Copies of California Environmental Quality Act compliance documents addressing any change in point of diversion, purpose of use, or place of use considered necessary for purposes of effectuating the use in lieu of CVP use.
6. **Description(s) of Non-CVP Surface Water Source(s).** Provide:
 - a. a description of the authorized purpose(s) of use and place(s) of use;
 - b. the authorized season of diversion of the water; and
 - c. the maximum quantity and/or diversion rate authorized for beneficial use.
7. **Identify Court Decree(s) or Adjudication(s).** If any, provide copies.
8. **Identify Water Master?** If there is a water master, (a) describe the bases and scope of the water master's authority to regulate diversions of the non-CVP surface water utilized in lieu of CVP water and provide copies of all relevant reports, directives, etc., issued by the water master; and (b) include written concurrence from the water master that use of the non-CVP water was authorized by the water master and, in the water master's opinion, would not cause injury to another user.
9. **Identify Applicable County Ordinances.** If any, explain and provide copies of such regulating use of non-CVP surface water in lieu of CVP water pursuant to the non-CVP water right.

10. **Submit Applicable Water Right Record(s).** Provide records indicating quantity, type, and season of water use under the water right for each of the last 3 unconstrained years. If monthly historical diversion and use records are available for this surface water right, provide such records. If the information is already available to this level of detail for any particular year as part of (a) a Statement of Diversion and Use filed with the SWRCB that contains the information required for such filing as provided in Part 5.1 of the California Water Code, section 5100, et seq., or (b) information previously reported or included elsewhere in lieu of such filing to the SWRCB as allowed pursuant to Part 5.1, then provide copies of such documentation.

Checklist for Groundwater as a Source of Non-CVP Water in Unconstrained Years

1. **Identify Well Location, Capacity, and Certification.** Provide:
 - a. Well owner's name and identification number, District, and District's well identification number
 - b. Well's latitude and longitude (DWR standard coordinate system and datum (GCS, NAD 83, decimal degrees)), map (similar detail to 7.5 minute United States Geological Survey quad sheet) with well location and all surface water features within two miles of District boundary
 - c. Well capacity
 - d. Photographic evidence of the calibrated instantaneous reading and totalizing flow meters installed on each well supplying non-CVP water
 - e. Certification by a Professional Engineer or Professional Geologist of proper flow meter installation and calibration performed consistent with the manufacturer's specifications
2. **Volume of Water Pumped.** Provide operational records indicating the volume of groundwater pumped from each well for each of the last three unconstrained years.

Checklist for Use of Non-CVP Water from a Non-CVP Reservoir in Unconstrained Years

1. **Storage Right.** Identify the storage right covering the Non-CVP water, and provide California Environmental Quality Act environmental compliance documents or the SWRCB approval process, as appropriate
2. **Reservoir Operations.** For the last three unconstrained years, provide reservoir operating data including:
 - a. Daily reservoir storage
 - b. End of month storage
 - c. Daily inflow and reservoir releases
 - d. Any regulatory or operational obligations affecting reservoir operations.
 - e. Location, type, and ownership of water measurement device downstream of the reservoir, as applicable.

Appendix B: Central Valley Project Municipal and Industrial Water Shortage Policy Guidelines and Procedures

Water Service Contractors Subject to the M&I WSP

General Geographical Region	CVP Division	Water Service Contractors	M&I	Ag			
North of Delta	Shasta and Trinity River	Bella Vista District	X	X			
		Centerville Community Services District	X	-			
		City of Redding	X	-			
		City of Shasta Lake	X	-			
		Clear Creek Community Services District	X	X			
		Mountain Gate Community Services District	X	-			
		Shasta Community Services District	X	-			
		Shasta County Water Agency	X	-			
		U.S. Forest Service (Shasta)	X	-			
	Sacramento River	4-M Water District	4-M Water District	X	X		
			Colusa County Water District	X	X		
			Corning Water District	X	X		
			Cortina Water District	X	X		
			Count of Colusa	X	X		
			County of Colusa (Stonyford)	X	X		
			Davis Water District	X	X		
			Dunnigan Water District	X	X		
			Elk Creek Community Services District	X	-		
			Glenn Valley Water District	X	X		
			Glide Water District	X	X		
			Holthouse Water District	X	X		
			Kanawha Water District	X	X		
			Kirkwood Water District	X	X		
			La Grande Water District	X	X		
			Myers-Marsh Mutual Water Company	X	X		
			Orland-Artois Water District	X	X		
			Proberta Water District	X	X		
			Stony Creek Water District	X	X		
			Thomas Creek District	X	X		
			U.S. Forest Service (Salt Creek)	X	-		
			Westside Water District	X	X		
			Whitney Construction, Incorporated	X	-		
			American River	City of Roseville	City of Roseville	X	-
					East Bay Municipal Utility District	X	-
					El Dorado Irrigation District	X	-
					Placer County Water Agency	X	-
					Sacramento County Water Agency	X	-
					Sacramento Municipal Utility District	X	-
	San Juan Water District	X			-		

CLEAR CREEK COMMUNITY SERVICES DISTRICT

ORDINANCE 2022-01

AN ORDINANCE BY THE BOARD OF DIRECTORS OF THE CLEAR CREEK COMMUNITY SERVICES DISTRICT ("THE DISTRICT") DECLARING WATER SHORTAGE EMERGENCY CONDITION.

WHEREAS, Water Code Section 350 provides that the District may declare a water shortage emergency condition to prevail within the service area of the District whenever the District finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the District to the extent that there would be insufficient water for human consumption, sanitation, and fire protection. Said findings and determinations may be made upon adoption of an ordinance in accordance with the authority and procedures set forth in Water Code Section 350 et seq.; and

WHEREAS, Water Code Section 353 provides that when the District has so determined and declared the existence of an emergency condition of water shortage within its service area, it may prohibit the wastage of District water and shall thereupon adopt such regulations and restrictions on the delivery and consumption of water within its service area as will, in the sound discretion of the District, conserve the water supply for the greatest public benefit with particular regard to domestic use, sanitation, and fire protection; and

WHEREAS, the District has a valid contract with the Department of Interior, Bureau of Reclamation ("the Bureau"), for an annual surface water supply from the Central Valley Project, hereinafter referred to as CVP, subject to shortage provisions; and

WHEREAS, the Bureau notified the District on February 21st, 2022 that the allocation for the District, will be a total of ZERO acre feet of CVP surface water allocation for both Agriculture and Municipal & Industrial use during the 2022 water year (CVP 2022 allocation); and

WHEREAS, as of March 10th, 2022, the District has executed a Water Use Agreement for the transfer of 1100 acre feet from the McConnell Foundation; and the District plans on utilizing its ground water wells to serve the remaining customer water demands to the extent feasible; and

WHEREAS, the combined water available to the District is estimated to supply approximately 60% of the 2019 water demand to the District's 2710 customers, the District will at a minimum allocate 29 HCF per month per District customer whose 60% allocation amounts to less than 29 HCF for the water year 2022-2023; and

WHEREAS, Water Code Section 375 et seq. provides the District with the authority to

adopt a water conservation program to reduce the quantity of water used by persons within the District's service area for the purpose of conserving the water supplies of the District; and

WHEREAS, in accordance with Water Code Sections 350 et seq. and 375 et seq., the Board desires to adopt this Ordinance in order to make certain findings and determinations as to the existence of an emergency condition of water shortage and to then adopt temporary conditions on new or additional connections as regulations and restrictions under a water conservation program; and

WHEREAS, in accordance with Water Code Sections 351, 352, and 376, a Notice of public hearing was published, and a public hearing was held on March 21st, 2022 at 6:30 PM; and

NOW, THE BOARD OF DIRECTORS OF THE CLEAR CREEK COMMUNITY SERVICES DISTRICT DOES HEREBY ORDAIN AS FOLLOWS:

A. INCORPORATION OF RECITALS. The Recitals set forth above are incorporated herein and made an operative part of this Ordinance.

B. AUTHORITY: This Ordinance is adopted pursuant to Water Code Sections 350 et seq., and 375 et seq.

C. DECLARATION OF WATER SHORTAGE EMERGENCY CONDITION: Pursuant to Water Code Section 350, the purpose of this Ordinance is to declare a water shortage emergency condition to prevail within the service area of the District. The District hereby finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the District to the extent that there would be insufficient water for human consumption, sanitation, and fire protection.

D. PURPOSE

The purpose of this ordinance is to establish a clearly defined method of equitably allocating available water to the District's customers, and to ensure an adequate supply for human consumption, sanitation, and fire protection.

E. RESTRICTIONS AND PROHIBITIONS

i. Maximum Allocation Restriction

Water use by District customers shall be restricted so as to meet the minimum requirements for personal health and safety. Priority shall be given to supplying adequate water to ensure public/community health and safety. The District has determined that the monthly allocation of 29 HCF, or 60% of the 2019 customers monthly water use, whichever is more, is adequate to meet these minimum

requirements. Therefore, each District customer is restricted to 60% of their monthly usage from 2019 or 29 HCF, whichever is more, from the effective date of this Ordinance through February 28, 2022, the end of the 2022-2023 water year.

ii. Use Restrictions

1. No filling of new pools, ponds or lakes, etc. No new commercial or agricultural irrigation shall be permitted.
2. All outside watering must be limited and done after dusk and before dawn.
3. No new landscaping or lawns shall be installed for new or existing customers.
4. Water for construction is prohibited unless granted by the District pursuant to a Variance request.
5. Individual customers who willingly violate the restrictions put in place by this Ordinance will be subject to the penalties in Section F.

iii. New Service Applications – Municipal and Industrial / Agricultural

1. New service applications will be accepted and granted upon the condition that all water consumption is used inside the residence for human consumption, sanitation and fire protection. Any new landscaping or other outside demands will not be provided a supply until this Ordinance is rescinded or amended. No new non-residential service applications will be accepted.
2. No new agricultural applications/accounts will be granted for the duration of the current drought, regardless of length of time the drought conditions exist.

F. FINES AND PENALTIES

i. Violation of Section E.i of this Ordinance.

1. First Violation:

A penalty of \$50.00 shall be imposed on the current property owner/billing address and a notice of the violation and penalty shall be sent via regular first class mail. The amount of the penalty shall be added to the customer's water bill in the same period as the violation occurred, unless the penalty is paid in full or protested pursuant to this Ordinance. If the penalty is added to the water bill, failure to pay the penalty will be treated as nonpayment of the water bill and water service may be terminated as a result.

2. Subsequent Violations:

For all subsequent monthly Violations of Section E.i of this Ordinance, a penalty shall be imposed that follows the following table.

<5 HCF	\$50
5.1- 10 HCF	\$100
10.1 – 20 HCF	\$400
20.1 – 50 HCF	\$600
50.1 – 100 HCF	\$800
>100 HCF	\$1,500

The District will issue a written notice of violation via regular first class mail to the current property owner/billing address. Notice will be provided that additional violations may result in termination of service and additional penalties. The amount of the penalty shall be added to the water bill in the same period as the violation occurred, unless the penalty is paid in full or protested pursuant to this Ordinance. If the penalty is added to the water bill, failure to pay the penalty will be treated as nonpayment of the water bill and water service may be terminated as a result.

Each separate violation (as displayed above) without a good faith effort by the customer to correct the violation can lead to termination of water service, pursuant to California Water Code §356.

ii. Violations of Section E.ii of this Ordinance.

A First Violation shall result in a penalty of \$50.00. A Second Violation shall result in a penalty of \$100. A Third Violation shall result in a penalty of \$150. Continued, wilful violations may result in the discontinuation of service pursuant to Water Code §356. For all Violations, a Notice of Violation will be sent to the current property owner/billing address via regular first class mail stating the violation. The amount of the penalty shall be added to the next water bill after the date of the written notice of the violation, if not paid in full or protested pursuant to this Ordinance. If the penalty is added to the water bill, failure to pay the penalty will be treated as nonpayment of the water bill and water service may be terminated as a result.

G. PROTEST PROCEDURE

- i. Customers may protest any Notice of Violation of this Ordinance on a form prescribed by the District no later than 30 calendar days from the date of Notice of the Violation. The protest shall be accompanied by photographs, maps, drawings or other information showing why the protest should be granted.
- ii. The District Manager or his/her designee shall consider all protests and make a determination on the request no later than fourteen (14) calendar days after submittal and may approve, conditionally approve, or deny the protest. The customer shall be notified of the action taken.

- iii. The Decision of the District Manager and/or his/her designee may be appealed to the Board of Directors within ten (10) calendar days of the date of action taken on the protest. The appeal shall be scheduled for Board consideration at the next scheduled Board meeting. Upon granting any appeal request, the Board may impose any conditions it determines to be appropriate. The decision of the Board shall be prepared in writing and provided to the customer.

H. VARIANCES-Variences should only be for medical, schools or some business.

- i. Customers may request a Variance from the allocations, as described in this section, on a form prescribed by the District. The request shall be accompanied by photographs, maps, drawings or other information showing why the Variance should be granted.
- ii. The District Manager or his/her designee shall consider all requests and make a determination on the request no later than fourteen (14) calendar days after submittal and may approve, conditionally approve, or deny the Variance request, and the effective date of the Variance, if approved. The customer shall be notified in writing of the action taken.
- iii. Any approved or conditionally approved variance is valid from the date indicated by the District in its approval or conditional approval. Any previous violations and subsequent penalties associated with those violations are final and will not be reimbursed.
- iv. The Decision of the District Manager and/or his/her designee may be appealed to the Board of Directors within ten (10) calendar days of the date of action taken on the Variance request. The appeal shall be scheduled for Board consideration at the next scheduled Board meeting. Upon granting any appeal request, the Board may impose any conditions it determines to be appropriate. The decision of the Board shall be prepared in writing and provided to the customer.

I. PUBLIC NOTICE

- i. Notice of the Public Hearing during which this Ordinance is read and considered for adoption was published as required by Water Code Sections 352, 375 and Government Code Section 6061.
- ii. This Ordinance will be published in full on the District's website, www.clearcreekcsd.org

J. EFFECTIVE DATE

Pursuant to Water Code §376, this Ordinance shall become effective upon adoption by the Board. Within 10 days after its adoption, this Ordinance shall be published pursuant to Section 6061 of the Government Code in full in a newspaper of general circulation.

K. DURATION

This Ordinance shall remain in full force and effect during the period of the water shortage emergency.

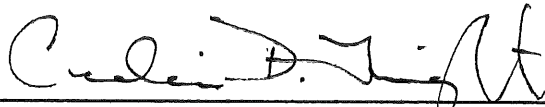
PASSED AND ADOPTED, this March 21st, 2022 by the following votes:

AYES: Irwin Fust
Cedric Twight
Chuck Jones

NOES

ABSTAIN

ABSENT: Johanna Trenerry
Dave Zabaldano



Cedric Twight, Chairman of the Board of Directors

ATTEST: 

William Palmaymesa, Interim Manager
Secretary to the Board of Directors



5880 Oak Street, Anderson, CA 96007
Phone: (530) 357-2121 Fax: (530) 357-3723

MEMO

Date: July 17th 2024
To: Board of Directors
From: General Manager – Paul Kelley
Re: 6d – Backwash Ponds Project – PACE Engineering Amendment No2 and update
(Discussion/Action)

6.d – Backwash Ponds Project – PACE Engineering Amendment and update (Discussion/Action)

The District has been working towards the commencement of the Backwash ponds improvement project since the Carr fire passed through the treatment plant.

In early 2023, the GM and PACE engineering met with CalOES/FEMA to be informed they had approved the “improved project” of concrete lining the ponds, but would not fund the improvement based on FEMA dollars for replace in kind/as was.

The State of California approved the improved project and funding by signing the DFA – Funding Agreement. PACE finalized engineering of the project, and in the Fall put the project to Bid.

At the December 2023 meeting the Board of Directors Awarded the contract to Allan Gill Construction – for just less than \$5million. This was over the 2021 engineers estimate, and the State had suggested that we request increased amount for the increased construction costs.

The Board authorized the District to pursue a loan to handle the cash flow and financing of the project over the next two years. The RCAC loan committee has approved the loan and it should be funded in the coming month. Last year the District signed PACE Contract amendment #1 to make it clear to DFA that defined more of the soft costs allowance and restating the not to exceed amount for the DFA amendment.

In early July 2024, the State approved the FBA (Final Budget Adjustment), and it triggers a need to update/amend the current PACE Engineering contract for the project to cover the increased costs for their services, needs of construction oversight and other elements of the project.

Attached:

1. PACE Engineering Amendment #2
2. PACE Engineering Contract for Job 104.64 – Backwash Ponds project
3. State of California D2202015 – Executed Final Budget Agreement (FBA)

Recommendation:

Review, Discussion, By Motion Approve the GM Signature on Engineering Agreement Amendment No2

AMENDMENT NO. 2 TO ENGINEERING AGREEMENT JOB NO. 104.64

THIS AMENDMENT NO. 2 TO ENGINEERING AGREEMENT JOB NO. 104.64 made and entered into as of this ___ day of _____ 2024, amends the Engineering Agreement heretofore entered between Clear Creek Community Services District, a corporation, hereinafter referred to as “Client,” and PACE Engineering, Inc., hereinafter referred to as “Consultant.”

RECITALS

WHEREAS, the Client and Consultant entered into an Engineering Agreement, dated June 4, 2020, for engineering services for the Backwash Pond Rehabilitation Project, and

WHEREAS, the Client now desires to expand the Scope of Work by adding additional services.

NOW, THEREFORE, the parties agree that the aforesaid Engineering Agreement be amended as follows:

1. The Consultant shall provide additional services to assist the Client with permit compliance and reporting during construction. The additional scope will be referred to as “Task 8 – Permit Compliance.” Compensation for the additional task shall be on a time-and-expense basis for an estimated fee of \$25,360
2. The Consultants compensation for Task 5 – Services During Construction, as described in the Proposal for Engineering Services dated June 3, 2020, shall be increased by \$125,024 for a total of \$506,880 to compensate for inflation and increased costs to allow for the work to be conducted in the years 2024 and 2025. The additional fee also adds Construction Staking (Surveying) to Task 5.
3. Compensation will be at the Consultant’s Standard and Prevailing Wage Rates. See attached Fee Schedules.

Except as otherwise provided herein, the Engineering Agreement entered into by the Client and Consultant dated June 4, 2020, remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to Engineering Agreement at Redding, California, the day and year first above written.

CONSULTANT
PACE Engineering, Inc.

CLIENT
Clear Creek Community Services District

By: _____
Garett Hattenhauer
Senior Engineer

By: _____
Paul Kelley
General Manager



5155 VENTURE PARKWAY
 REDDING, CA 96002
 (530) 244-0202

FEE SCHEDULE

RATES FOR PROFESSIONAL SERVICES

Effective through December 31, 2024

LABOR CLASSIFICATION	BILLING CLASS	HOURLY RATE
Managing Engineer	E7	\$263
Principal Engineer/Surveyor	E6/LS6	\$248
Senior Engineer/Surveyor	E5/LS5	\$228
Associate Engineer/Surveyor	E4/LS4	\$204
Staff Engineer/Surveyor - Grade 3	E3/LS3	\$184
Staff Engineer/Surveyor - Grade 2	E2/LS2	\$173
Staff Engineer/Surveyor - Grade 1	E1/LS1	\$157
Technician 4	T4	\$173
Technician 3	T3	\$156
Technician 2	T2	\$141
Technician 1	T1	\$123
One-Man Survey Crew	SC1	\$289
One-Man Survey Crew (O/T)	SC1x	\$339
Two-Man Survey Crew	SC2	\$367
Two-Man Survey Crew (O/T)	SC2x	\$434
Three-Man Survey Crew	SC3	\$453
Three-Man Survey Crew (O/T)	SC3x	\$531
Admin. Clerk 3	AD3	\$97
Admin. Clerk 2	AD2	\$86
Admin. Clerk 1	AD1	\$79

EXPENSES	
Meals and Lodging:	At cost (out-of-town and overnight work only).
Vehicle Transportation:	Included in hourly rates unless specifically indicated otherwise in Agreement. Hourly labor rates are applicable during travel to and from job site.
Express Mail/Federal Express:	At cost.
Outside Services and Fees:	At cost plus 10% administrative fee.
Equipment:	Included in hourly rate unless specifically indicated otherwise in Agreement.
Rates for expert witness services will be as set forth in the Engineering Agreement.	
Rates are effective through the date shown above and are subject to annual revisions. Services will be billed at the hourly rates in place at the time service is provided.	
Refer to Prevailing Wage Fee Schedule for hourly rates on prevailing wage projects.	



5155 VENTURE PARKWAY
REDDING, CA 96002
(530) 244-0202

FEE SCHEDULE

RATES FOR PREVAILING WAGE PROFESSIONAL SERVICES

Effective through December 31, 2024

LABOR CLASSIFICATION	HOURLY RATE
Prevailing Wage Group 2 - Construction Observer	\$222
Prevailing Wage Group 2 - Construction Observer (O/T)	\$262
Prevailing Wage Group 2 - Construction Observer (2x O/T)	\$301
Prevailing Wage One-Man Survey Crew	\$341
Prevailing Wage One-Man Survey Crew (O/T)	\$377
Prevailing Wage One-Man Survey Crew (2x O/T)	\$412
Prevailing Wage Two-Man Survey Crew	\$469
Prevailing Wage Two-Man Survey Crew (O/T)	\$555
Prevailing Wage Two-Man Survey Crew (2x O/T)	\$639
Prevailing Wage Three-Man Survey Crew	\$620
Prevailing Wage Three-Man Survey Crew (O/T)	\$730
Prevailing Wage Three-Man Survey Crew (2x O/T)	\$840

EXPENSES	
Meals and Lodging:	At cost (out-of-town and overnight work only).
Vehicle Transportation:	Included in hourly rates unless specifically indicated otherwise in Agreement. Hourly labor rates are applicable during travel to and from job site.
Express Mail/Federal Express:	At cost.
Outside Services and Fees:	At cost plus 10% administrative fee.
Equipment:	Included in hourly rate unless specifically indicated otherwise in Agreement.
Rates are effective through the date shown above and are subject to annual revisions. Services will be billed at the hourly rates in place at the time service is provided.	



DRINKING WATER CONSTRUCTION GRANT

AGREEMENT No. D2202015
by and between

CLEAR CREEK COMMUNITY SERVICES DISTRICT ("Recipient")
AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")

for the purpose of the

PROJECT NO. 4510016-003C and Clear Water ~~Creek~~ Community Services District Backwash Ponds
Repair Project ("Project")

-
- Senate Bill 129 (Stats. 2021, Ch. 69), Item 3940-106-0001 of Section 2.00 of the Budget Act of 2021, Provision 1, and State Water Board Resolution No. 2022-0041.

AMENDMENT NO. 1

PROJECT FUNDING AMOUNT: ~~\$3,060,633~~ **\$4,045,917**
GRANT COMPONENT: ~~\$3,060,633~~ **\$4,045,917**
ESTIMATED REASONABLE PROJECT COST: ~~\$5,064,000~~ **\$6,313,581**

ELIGIBLE WORK START DATE: ~~APRIL 15, 2020~~ **JULY 12, 2021**
ELIGIBLE CONSTRUCTION START DATE: DECEMBER 20, 2022
COMPLETION OF CONSTRUCTION DATE: ~~SEPTEMBER 30, 2025~~ **FEBRUARY 28, 2026**
FINAL REIMBURSEMENT REQUEST DATE: ~~MARCH 31, 2026~~ **MARCH 01, 2026**
RECORDS RETENTION END DATE: ~~SEPTEMBER 30, 2064~~ **FEBRUARY 28, 2062**

This Agreement executed by the State Water Board on April 11, 2023, is hereby amended and restated to revise the cover page, the Agreement, and to revise Exhibits A and B (deletions shown as stricken and revisions in bold and underlined). The agreement was also amended to add Exhibit B-FBA. Except as noted herein, all other terms and conditions shall remain the same. Please note, page numbers may have changed.

1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:
 - EXHIBIT A – SCOPE OF WORK AND SCHEDULE
 - EXHIBIT B – SPECIFIC FUNDING PROVISIONS
 - EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV
 - EXHIBIT D – SPECIAL CONDITIONS

2. The following documents are also incorporated by reference, as well as any documents incorporated by reference in Exhibit D:
 - the Final Plans & Specifications, dated October 20, 2023, and Addenda No. 1 issued November 14, 2023, respectively, which are the basis for the construction contract to be awarded by the Recipient to Allen Gill Construction, Inc.;
 - the Drinking Water System Permit No. 4510016-003C;

3. Party Contacts during the term of this Agreement are:

State Water Board		Clear Creek Community Services District	
Section:	Division of Financial Assistance		
Name:	Judith Salazar	Name: Paul Kelley	<u>Paul Kelley</u> , Title: General Manager
Address:	1001 I Street, 16th Floor	Address:	5880 Oak Street
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Anderson, CA 96007
Phone:	(916) 445-0827	Phone	(530) 357-2121
Email:	Judith.Salazar@waterboards.ca.gov	Email:	paul.kelley@clearcreekcsd.com

Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division’s Deputy Director.

4. Conditions precedent to this Agreement are set forth as follows:
 - (a) The Recipient must deliver to the Division a resolution authorizing this Agreement and identifying its authorized representative by title.
 - (b) The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board’s counsel dated on or after the date that the Recipient signs this Agreement.

5. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:
 - (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.
 - (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

- (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.
 - (d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.
6. This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, this Agreement **Amendment** has been executed by the parties hereto.

CLEAR CREEK COMMUNITY SERVICES DISTRICT: STATE WATER RESOURCES CONTROL BOARD:

By: Paul Kelley
Name: Paul Kelley
Title: General Manager

Date: Jul 2, 2024

By: J. Karkoski
Name: Joe Karkoski
Title: Deputy Director
Division of Financial Assistance

Date: Jul 2, 2024

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1 PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient and has a Useful Life of at least 50 years. The funding under this Agreement shall be used to address the increased raw water turbidity, filtration capacity, and backwash frequency caused by the 2018 Carr Fire. The Project will substantially reduce, if not eliminate, uncontrolled percolation from the three (3) backwash recycle ponds into Clear Creek, enhance the ability to process backwash sludge, improve the resiliency of the facilities to respond to natural disasters impacting the water quality in Whiskeytown Lake, and repair damages to the supervisory control and data acquisition (SCADA) system.

A.2 SCOPE OF WORK.

The Recipient agrees to do the following:

- Replace the ineffective pond clay liner of Ponds 2 and 3 with structural concrete on the bottom and side slopes;
- Install French drains upgradient of Ponds 1, 2, and 3, and underdrains under Ponds 2 and 3, to intercept and discharge the groundwater to an existing construction ditch, which will protect the fill slopes and the concrete liner from hydrostatic pressure;
- Install overflow outlets for Ponds 1, 2, and 3, to divert water to the existing drainage ditch and to protect pond embankments;
- Restore road surfaces around the ponds, which will be damaged during the installation of the French drains, overflow outlets, and other construction activities; and
- Replace the SCADA system to allow for remote monitoring, system automation, and control.

Upon Completion of Construction, the Recipient must expeditiously initiate Project operations.

A.3 SIGNAGE

The Recipient must place a professionally prepared sign at least four feet tall by eight feet wide made of $\frac{3}{4}$ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and must maintain the sign in good condition for the duration of Project implementation. The sign may include another agency's required information and must include, prominently displayed, the following disclosure statement and color logos (available from the Division):



"Funding for this project has been provided in full or in part by the Budget Act of 2021 and through an agreement with the State Water Resources Control Board."

A.4 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this table, but Critical Due Date adjustments will require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to Project Completion. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
SCOPE OF WORK			
1	Final Plans and Specs	N/A	<u>3/30/2023</u> Complete
2	Final Bid Package Submittal	N/A	<u>5/30/2023</u> Complete
3	Bid Opening	N/A	<u>7/30/2023</u> Complete
4	Final Budget Approval Package Submittal	N/A	<u>11/30/2023</u> Complete
5	Construction Start	N/A	5/31/2024
6	Completion of Construction	<u>9/30/2025</u> 2/28/2026	N/A
REPORTING			
1	Progress Reports	Quarterly	
2	Final Project Inspection and Certification	N/A	<u>9/30/2025</u> 2/28/2026
3	Project Completion Report	N/A	<u>12/31/2025</u> 2/28/2026
4	As Needed Information and Reports	As Requested by Division	
BUDGET COSTS AND REIMBURSEMENT			
1	First Reimbursement Request	No later than 90 days from Agreement Execution Date	N/A
2	Reimbursement Requests	N/A	Quarterly
3	Final Reimbursement Request	<u>3/31/2026</u> 3/1/2026	N/A

The Recipient must award the prime construction contract and begin construction timely. The Recipient must deliver any request for extension of the Completion of Construction Date no less than 90 days prior to the Completion of Construction Date.

The Division may require corrective work to be performed prior to Project Completion. The State Water Board is not obligated to reimburse corrective work under this Agreement.

A.5 PROGRESS REPORTS.

The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement. The Recipient must provide a progress report with each Reimbursement Request. Failure to provide a complete and accurate progress report may result in the

withholding of Project Funds, as set forth in Exhibit B. A progress report must contain the following information:

- 1) A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
- 2) A description of compliance with environmental requirements;
- 3) A listing of change orders including amount, description of work, and change in contract amount and schedule; and
- 4) Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

A.6 PROJECT COMPLETION REPORT.

(a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate District Office on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:

- i. Description of the Project,
- ii. Description of the water quality problem the Project sought to address,
- iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and
- iv. Summary of compliance with applicable environmental conditions.

(b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

A.7 FINAL PROJECT INSPECTION AND CERTIFICATION.

Upon completion of the Project, the Recipient must provide for a final inspection and must certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification must be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification must be submitted to the Project Manager.

EXHIBIT B – FUNDING AMOUNTS

B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement, and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.2 RECIPIENT CONTRIBUTIONS.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

B.3 VERIFIABLE DATA.

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

B.4 BUDGET COSTS

Estimated budget costs are contained in the Summary Project Cost Table below:

LINE-ITEM	TOTAL ESTIMATED COST	PROJECT FUNDING AMOUNT
Construction	\$3,905,404	\$2,519,669
Pre-Purchased Material / Equipment	\$0	\$0
Purchase of Land / Easements	\$0	\$0
Change Order Contingency	\$390,478	\$390,478
Force Account	\$0	\$0
Allowances (Soft Costs)	\$768,118	\$150,486
TOTAL	\$5,064,000	\$3,060,633*

*The District **Recipient** is **contributing \$1,378** and receiving **\$1,592,739 funding** from the Federal Emergency Management Agency (FEMA) and **\$410,628** from the California Governor's Office of Emergency Services (CalOES) for a total of **\$2,003,367** **\$2,266,286**. The Division of Financial Assistance (Division) will fund the remaining portion of the project, which is **\$3,060,633** **\$4,045,917**. The total project cost is **\$5,064,000** **\$6,313,581**.

The Division's Final Budget Approval and related Form 259 and Form 260 will documents **the a more** detailed budget of eligible Project Costs and Project funding amounts.

Project Costs incurred prior to July 12, 2021 are not eligible for the Grant Component under this Agreement.

The Recipient is prohibited from requesting disbursement amounts that represent Recipient's mark-ups to costs invoiced or otherwise requested by consultants or contractors.

FINAL BUDGET APPROVAL

Whereas the Division has approved the final budget form submitted by the Recipient, the Final Budget Approval is incorporated as set forth herein:

Table 1: Approved Construction Bid Amount

<u>CONTRACTOR</u>	<u>AMOUNT BID</u>	<u>APPROVED COSTS</u>
<u>Allen Gill Construction, Inc.</u>	<u>\$4,778,650</u>	<u>\$3,091,394</u>

Table 2: Approved Final Budget

<u>PROJECT COST TABLE</u>	
<u>TYPE OF WORK</u>	<u>APPROVED BUDGET^{1,4}</u>
<u>A. Construction</u>	
<u>Allen Gill Construction, Inc.</u>	<u>\$3,091,394</u>
<u>B. Pre-Purchased Material / Equipment</u>	<u>\$0</u>
<u>C. Real Property/Easement Acquisition</u>	<u>\$0</u>
<u>D. Change Order Contingency²</u>	<u>\$600,000</u>
<u>E. Force Account</u>	<u>\$0</u>
<u>F. Allowances (Soft Costs)</u>	<u>\$324,523</u>
<u>G. Bridge Loan³</u>	<u>\$30,000</u>
<u>TOTAL (Subtotal A+B+C+D+E+F+G)</u>	<u>\$4,045,917</u>

¹**Cost adjustments between lines of the final approved budget may only be requested as part of the final Reimbursement Request.**

²**The Contingency line item may not be increased above the approved Contingency during construction. At DFA's discretion, any unclaimed costs may also be used towards change orders as part of the final Reimbursement Request. The change order approval may not: (1) increase the maximum amount of the financing agreement, (2) increase the term of the financing agreement, or (3) result in a substantial change in the Project scope.**

³**The Bridge Loan Origination Fee of \$22,500 and additional funds for potential late payments.**

⁴**The Recipient is contributing their cost share of \$1,378 and is receiving \$2,266,286 from the FEMA and CalOES. The Division will fund the remaining portion of the project, which is \$4,045,917. The total project cost is \$6,313,581.**

2 – PROJECT ELIGIBILITY DETERMINATION

The eligibility determinations and conditions of approval identified below are based on the review of:

- **Stamped and Signed Final Plan and Specifications (P&S) received October 18, 2023, and October 20, 2023, respectively**
- **Addenda Nos. 1 issued November 14, 2023.**

The eligibility determination for the bid items shown in the schedule of values provided by the Recipient are as follows:

Table 3: Eligibility Determination Agreement

<u>Bid Item</u>	<u>Description</u>	<u>Percent Eligibility</u>
1	Backwash Ponds Repair and Appurtenances, complete	100%
Pond 3, Complete		
1a	Structure Excavation - Subgrade	
1b	Place/Finish Base - Pond	100%
1c	Reinforced Concrete Liner	100%
1d	Install Electrical Improvements	100%
1e	Install Overflow Structures	100%
1f	Install Underdrain	100%
1g	Install 16" Ductile Iron (DI) Piping	100%
1h	Install 6" French Drain/Subdrain Perforated Pipe	100%
1i	Install 16" Butterfly Valve	100%
1j	Pond Decant, Valve, Stem, & Appurtenances	100%
Pond 2, Complete		
1k	Structure Excavation - Subgrade	100%
1l	Place/Finish Base - Pond	100%
1m	Reinforced Concrete Liner	100%
1n	Install Electrical Improvements	100%
1o	Install Overflow Structures	100%
1p	Install Underdrain	100%
1q	16" DI Piping	100%
1r	6" French Drain/Subdrain Perforated Pipe	100%
1s	Install 16" Butterfly Valves	100%
1t	Pond Decant, Valve, Stem, & Appurtenances	100%
Miscellaneous Scope		
1u	Demo Existing Fence	100%
1v	Install Permanent Fence	100%
1w	Place/Finish Base - Roadway	100%
1x	Install Corrugated Steel Overflow Structure	100%
1y	Misc. Sitework (Monitoring Wells, Signs, etc.)	100%
1z	Cleanup	100%
1aa	Testing	100%
1ab	Shop Drawing Submittals	100%
1ac	Equipment Information (O&M Manuals)	100%
1ad	Bonds	100%
2	Stormwater Pollution Prevention Plan (SWPPP) and National Pollutant Discharge Elimination System (NPDES) Permit	100%
2a	SWPPP and NPDES Permit	100%
2b	Shop Drawing Submittals	100%
2c	Bonds	100%
3	Trench, Sheeting, Shoring, and Bracing	100%
3a	Trench Sheeting, Shoring, and Bracing	100%
3b	Bonds	100%
4	Materials on Hand	100%
4a	Materials On Hand	100%
4b	Bonds	100%

Eligibility Determination Conditions of Approval are as follows:

1. **Necessary insurance directly related to the construction contract and extending throughout the period of the construction contract will be eligible for financing. This includes builder risk insurance, public liability insurance, fire, and Project specific insurance.**
2. **Earthquake insurance and "Act of God" insurance are ineligible for funding.**
3. **Asphalt pavement, corresponding improvements, and excavation and refill materials due to trenching are limited to replacement of the trench width plus one foot on each side of the trench disturbed due to the construction work of the subject contract only. Full lane width paving or slurry seal is eligible only if required by ordinance or code.**
4. **The cost of local permits and licenses other than those issued by the Recipient are eligible for financing.**
5. **Review of the P&S by the Division is conducted to determine eligibility and administrative compliance with the Policy. Issuance of the FBA does not relieve the Recipient and the design engineer of their legal liability for the adequacy of the design.**

B.5 LINE ITEM ADJUSTMENTS.

Upon written request by the Recipient, the Division may adjust the line items of the Summary Project Cost Table at the time of Division's Final Budget Approval. Upon written request by the Recipient, the Division may also adjust the line items of the Summary Project Cost Table as well as the detailed budget at the time of Recipient's submittal of its final claim. Any line item adjustments to the Summary Project Cost Table that are due to a change in scope of work will require an Agreement amendment. The sum of adjusted line items in both the Summary Project Cost Table and the detailed budget must not exceed the Project Funding Amount. The Division may also propose budget adjustments.

Under no circumstances may the sum of line items in the budget approved through the Final Budget Approval process exceed the Project Funding Amount. Any increase in the Project Funding Amount will require an Agreement amendment.

B.6 REIMBURSEMENT PROCEDURE.

Except as may be otherwise provided in this Agreement, reimbursements will be made as follows:

1. Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred planning and design allowance costs through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed. To be eligible for reimbursement, Project Costs, including planning and design allowance costs, must have been incurred in compliance with all applicable requirements, including the state and federal cross-cutting requirements listed in Exhibit D.
2. The Recipient must submit a Reimbursement Request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late Reimbursement Requests may not be honored.
3. Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under this Agreement.
4. The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such

cost by the Recipient is not required as a condition of Reimbursement Request. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request. The amount requested for Recipient's administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed Reimbursement Request. Upon request by the Division, supporting documents for professional and administrative services must include the employees' names, classifications, labor rates, hours worked, and descriptions of the tasks performed. Reimbursement Requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.

5. The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future reimbursements.
6. The Recipient must not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.
7. Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.

Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

Except as follows, construction costs and disbursements are not available until after the Division has approved the final budget form submitted by the Recipient. The Deputy Director of the Division may authorize the disbursement of up to ten percent (10%) of Project Funds for the reimbursement of eligible construction costs and pre-purchased materials prior to Division approval of the final budget form submitted by the Recipient. All other construction costs are not eligible for reimbursement until after the Division has approved the final budget form submitted by the Recipient. Construction costs incurred prior to the Eligible Construction Start Date are not eligible for reimbursement.

B.7 REVERTING FUNDS AND DISENCUMBRANCE.

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement timely, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

GENERAL TERMS AND CONDITIONS 2019-NOV is incorporated by reference and is posted at
https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html

EXHIBIT D – SPECIAL CONDITIONS

D.1 DEFINITIONS

(a) Notwithstanding Exhibit C, the following terms have no meaning for the purposes of this Agreement:

- Work Completion
- Work Completion Date

Each capitalized term used in this Agreement has the following meaning:

- "Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.
- "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.
- "Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is established on the Cover Page of this Agreement.
- "District Office" means District Office of the Division of Drinking Water of the State Water Board.
- "Division of Drinking Water" means the Division of Drinking Water of the State Water Board.
- "Eligible Construction Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.
- "Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any non-construction costs may be incurred and eligible for reimbursement hereunder.
- "Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.
- "Event of Default" means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
 - a) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
 - b) Failure to operate the System or the Project, unless the Division has given its approval for such non-operation;
- "Final Budget Approval (FBA)" means the Division-approved final budget for the Project, as set forth in Exhibit B.
- "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

- "Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.
- "Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.
- "Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.
- "Policy" means the State Water Board's "Policy for Implementing the Drinking Water State Revolving Fund," as amended from time to time, including the Intended Use Plan in effect as of the execution date of this Agreement.
- "Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.
- "System" means all drinking water collection, transport, treatment, storage, and delivery facilities, including land and easements thereof, owned by the Clear Creek Community Services District, or its successor agency, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.
- "Useful Life" means the economically useful life of the Project beginning at Project Completion and is set forth in Exhibit A.

D.2 ADDITIONAL REPRESENTATIONS AND WARRANTIES.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date of execution of this Agreement by the Recipient, or result in any breach or default under any contract, obligation,

indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date of execution of this Agreement by the Recipient.

Except as set forth in this paragraph, there are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the Revenues, and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

Any financial statements or other financial documentation of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

The Recipient has no conflicting or Material Obligations, except as set forth in this paragraph.

The Recipient has sufficient real or personal property rights necessary for the purposes of this Agreement, not subject to third party revocation, which rights extend at least to the Records Retention End Date of this Agreement, except as disclosed to the State Water Board. The Recipient has disclosed to the State Water Board all proceedings, actions, or offers of which the Recipient has knowledge or belief that may in any way affect the Recipient's ability to access or legally possess all of the property necessary for the purpose of this Agreement, including any proceedings, actions, or offers to lease, purchase, or acquire by eminent domain any of the real or personal property related to or necessary for the Project.

The Recipient and its principals, contractors, and subcontractors, to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized.

The Recipient possesses all water rights necessary for this Project.

D.3 ACKNOWLEDGEMENTS

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

1. "Funding for this project has been provided in full or in part under the Budget Act of 2021

through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

D.4 RATES, FEES, AND CHARGES

The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are in an amount necessary to meet its obligations under this Agreement. The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.

D.5 TECHNICAL SPECIAL CONDITIONS

1. The Recipient shall not solicit bids, award a contract, or commence construction unless and until final plans and specifications are approved in writing by the Division of Drinking Water and Division's Project Manager.
2. Recipient shall submit a bid summary and recommendation for bid award of the Project to the Division for review and approval prior to awarding any contract.
3. The Recipient shall notify the Division prior to construction of Project facilities, when the project is fifty percent (50%) complete, and when the project is one hundred percent (100%) complete.

D.6 FUNDS RELATED TO CONTAMINATION

(a) As a condition precedent to this Agreement and prior to any disbursement, the Recipient shall (i) notify the Division of any demands made by the Recipient against third parties for monetary damages, reimbursement of costs, or other relief, including litigation, related to drinking water contamination, including but not limited to contamination by 1,2,3-trichloropropane (1,2,3-TCP), perfluoroalkyl and polyfluoroalkyl substances (PFAS), or other contaminants; and (ii) unless waived by the Division, notify and provide to the Division copies of any agreements with third parties (e.g., settlement agreements, consent agreements, etc.) or court or administrative orders arising out of litigation or disputes related to contamination of the drinking water associated with the Project.

(b) After execution of this Agreement, the Recipient shall notify the Division promptly of the new occurrence of any matters requiring notice under paragraph (a), above. Upon request, the Recipient shall promptly provide information and copies of documents as requested by the Division.

(c) Unless the Division provides approval to exclude certain funds, the Recipient shall place all funds received as a result of litigation, settlements, or orders based on contamination in the Recipient's drinking water system into a restricted reserve account, to be used for either Operation and Maintenance costs related to addressing such contamination, or a capital improvement project, other than the Project, that addresses such contamination. Alternatively, upon consent of the Division, the funds may be used as match funding for the Project or held in a restricted reserve account to support the financial capacity of the System. The Recipient shall provide documentation satisfactory to the Division showing the total amount of such funds deposited into a restricted reserve account prior to the start of construction, and provide additional documentation thereafter of any additional funds that Recipient receives. If the Recipient has previously spent such funds for costs that are eligible for reimbursement under this Agreement, the Recipient may seek reimbursement of those costs under this Agreement, but upon

receiving reimbursement for those costs, shall place the funds into a restricted reserve account in accordance with the requirements stated above.

(d) The amount of this Agreement may be reduced, and/or disbursements withheld, to offset amounts received under any contamination-related order or agreement described in paragraphs (a)(ii) or (b), above, to avoid double recovery. Noncompliance with paragraphs (a), (b), or (c) above shall be an Event of Default.

D.7 APPOINTMENT OF RECEIVER OR CUSTODIAN

Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the State Water Board under this Agreement, the State Water Board may make application for the appointment of a receiver or custodian of the Revenues, pending such proceeding, with such power as the court making such appointment may confer.

D.8 RETURN OF FUNDS

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, to immediately return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement and pay interest at the highest legal rate on all of the foregoing.

D.9 OPERATION AND MAINTENANCE

The Recipient shall sufficiently and properly staff, operate, and maintain the facility and structures constructed or improved as part of the Project throughout the term of this Agreement, consistent with the purposes of this Agreement. The Recipient assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.

D.10 INSURANCE

The Recipient will procure and maintain or cause to be maintained insurance on the System/Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System/Project) as are usually covered in connection with systems similar to the System/Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the System/Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System/Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the System/Project must be free and clear of all claims and liens.

Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be

issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

D.11 CONTINUOUS USE OF PROJECT; NO LEASE, SALE, TRANSFER OF OWNERSHIP, OR DISPOSAL OF PROJECT.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

D.12 NOTICE

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Party Contacts by phone and email within the time specified below:

- (a) Within 24 hours, the Recipient must notify the Party Contacts by phone and by email, and also notify the Division by phone at (916) 327-9978 and by email to DrinkingWaterSRF@waterboards.ca.gov of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.
- (b) The Recipient must notify the Division and Party Contacts promptly of the occurrence of any of the following events:
 - i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
 - ii. Change of ownership of the Project (no change of ownership may occur without written consent of the Division);
 - iii. Loss, theft, damage, or impairment to Project;
 - iv. Events of Default, except as otherwise set forth in this section;
 - v. A proceeding or action by a public entity to acquire the Project by power of eminent domain.
 - vi. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity or the Recipient's continued existence, or any judgment or court order relating to such litigation that has a significant effect on the Project or the System;
 - vii. Consideration of dissolution, or disincorporation;
 - viii. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.

- ix. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this funding, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
- x. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
- xi. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
- xii. Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- xiii. The Recipient must promptly notify the Division and Party Contacts of the discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during implementation of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
- xiv. Any Project monitoring, demonstration, or other implementation activities required in this Agreement;
- xv. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- xvi. Any event requiring notice to the Division pursuant to any other provision of this Agreement;
- xvii. The award of the prime construction contract for the Project; and the initiation of construction of the Project; and
- xviii. Completion of Construction, and Project Completion.

D.13 FRAUD, WASTE, AND ABUSE.

The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to Reimbursement Requests, invoices, proof of payment of invoices, or other supporting information, including but not limited to double or multiple billing for time, services, or any other eligible cost, may result in an administrative action by the State Water Board and/or referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder. A person who knowingly makes or causes to be made any false statement, material misrepresentation, or false certification in any submittal may be subject to a civil penalty, criminal fine, or imprisonment. (Wat. Code, § 13490 et seq.)

D.14 DISPUTES.

The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

D.15 EXECUTIVE ORDER N-6-22 – RUSSIAN SANCTIONS.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State Water Board determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State Water Board shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State Water Board.

The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Recipient is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Recipients with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;

2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.

D.16 STATE CROSS-CUTTERS

Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

- The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
- Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
- Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
- Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
- Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
- Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
- The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.
- Regulations in Division 4 of Title 22 of the California Code of Regulations, including but not limited to California Waterworks Standards in Chapter 16, and Lead and Copper regulations in Chapter 17.5.



June 3, 2020

0.04

SENT BY EMAIL ONLY

skip@shasta.com

Skip Born, General Manager
Clear Creek Community Services District
5880 Oak Street
Anderson, CA 96007

Dear Skip,

Subject: Backwash Pond Rehabilitation Project
Proposal for Engineering Services

The 2018 Carr Fire destroyed the watershed adjacent to the Clear Creek Community Services District (District) backwash recycle ponds. Surface runoff and subsurface flow has increased due to the fire damage, which impacts the ability of the ponds to recycle backwash water. Subsurface runoff from the surrounding area and/or the ponds has increased substantially after the fire, leading to concerns that the ponds need to be rehabilitated. The Central Valley Regional Water Quality Control Board (CVRWQCB) is aware of the increase in uncontrolled leakage from the ponds that eventually flow into Clear Creek. The CVRWQCB has issued previous compliance orders for discharge from the ponds that led to the 2016 Backwash Recycle, which was funded, in part, by Proposition 1.

The proposed Backwash Pond Rehabilitation Project (Project) includes construction of an underdrain pipe network and recycle pumps for two of the three ponds to intercept groundwater, structural concrete bottom and side slopes, pond overflow outlets, and supervisory control and data acquisition (SCADA) replacement. The preliminary project cost is \$3.6M as itemized in Exhibit A, attached. Federal Emergency Management Agency (FEMA) and California Office of Emergency Services (Cal OES) have reviewed the project and have approved grant funding in the amount of \$1,903,821. The Project has also been listed for funding in the State Water Resources Control Board (SWRCB) draft FY 2020-2021 Intended Use Plan for funding in the amount of \$2M under the Additional Supplemental Appropriations for Disaster Relief Act (ASADRA). ASADRA funding will be competitive and dependent upon submitting a complete application with plans and specifications by September 2020.

PACE Engineering, Inc. (PACE) designed the original backwash ponds and has been working with the District on the damage caused by the 2018 Carr Fire. Our proposal includes Tasks 1 through 5 as itemized in Exhibit B, attached.

PACE's tasks include the following major categories:

- Task 1 – Prepare and Submit SWRCB ASADRA Construction Funding Application
- Task 2 – Provide FEMA Funding Assistance
- Task 3 – Prepare Plans and Specifications
- Task 4 – Services During Bidding
- Task 5 – Services During Construction

PACE's estimated fee is \$671,400 based upon the Scope of Services outlined in Exhibit B. PACE is ready to proceed immediately with the project to meet the September 2020 deadline for submitting a complete application for ASADRA funding.

A complete application includes submission of the following four packages:

1. General:
https://www.waterboards.ca.gov/drinking_water/services/funding/documents/srf/dwsrf_policy/dwsrf_application_general.pdf
2. Technical:
https://www.waterboards.ca.gov/drinking_water/services/funding/documents/srf/dwsrf_policy/h3_dwsrf_application_const_technical.pdf
3. Environmental:
https://www.waterboards.ca.gov/drinking_water/services/funding/documents/srf/dwsrf_policy/h4_dwsrf_application_const_environmental.pdf
4. Financial:
https://www.waterboards.ca.gov/drinking_water/services/funding/documents/srf/dwsrf_policy/h5_dwsrf_application_const_financial.pdf

PACE will be responsible for preparing and submitting the General, Technical, and Financial Packages. The District will rely upon Diaz and Associates to prepare and submit the Environmental Package. PACE has prepared numerous SWRCB construction funding applications, so we are confident that a complete application can be submitted prior to the September 2020 deadline.

If the above-proposed Scope of Services and fee are agreeable to you, please sign and return the enclosed Engineering Agreement authorizing us to proceed with these services. Thank you again for the opportunity to submit this proposal. Please contact me if you have any questions.

Sincerely,



Thomas W. Warnock
Principal Engineer

Enclosures



Phone: (530)244-0202

Consultant Job No.: 104.64
Project Manager: TWW
Billing Manager: TWW
Billing Code: PD
Date File Opened:

ENGINEERING AGREEMENT

This agreement has been entered into at Redding, California on the CLIENT signature date set forth below and is by and between the CLIENT as listed below and PACE Engineering, Inc., hereinafter called the CONSULTANT.

CLIENT: Clear Creek Community Services District PHONE: _____

ATTENTION: Skip Born, General Manager EMAIL: skip@shasta.com

ADDRESS: 5880 Oak Street, Anderson, CA 96007

PROJECT TITLE: Backwash Pond Rehabilitation Project

APN: _____ CLIENT PROJECT NO: _____

PROJECT DESCRIPTION:

Provide engineering services as stated below.

SCOPE OF SERVICES BY CONSULTANT:

See proposal letter dated June 3, 2020.

The CONSULTANT agrees to perform the above-described services for the CLIENT. The CLIENT agrees to compensate CONSULTANT for such services as follows:

- A lump-sum amount of \$_____, payable per Item 21.
- At the CONSULTANT'S STANDARD RATES. (See attached Exhibits C and C-1) Estimated Fee \$ 671,400
- Other. Describe: _____
- Special Billing Instructions: _____

This Agreement is subject to the Standard Provisions 1 through 50 contained herein and the terms and conditions contained in exhibits attached herewith and made a part hereof. Other exhibits not identified above are as follows: _____

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions hereinafter stated on pages 1 through 4 and on the referenced attached exhibits.

CONSULTANT:

License No.: C 45008

By: 

Name/Title: Thomas W. Warnock, Principal Engineer

Date: June 3, 2020

CLIENT: 

By: _____

Print Name: Kurt Born

Title: General Manager Date: June 4, 2020

Clear Creek Community Services District
Form of doing business: Owner, Partnership, Corporation

Standard Provisions of Agreement

1. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
2. This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
3. This Agreement contains the entire Agreement between Client and Consultant relating to the project and the provision of services to the project. Any prior agreement, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.
4. Consultant's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
5. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and Consultant.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
7. Consultant shall only act as an advisor in all governmental relations.
8. All original papers, documents, drawings and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this Agreement shall remain the property of Consultant and may be used by Consultant without the consent of Client. Upon request and payment of the costs involved, Client is entitled to a copy of all papers, documents, and drawings provided Client's account is paid current.
9. Client acknowledges that its right to utilize the services and work product provided pursuant to this Agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement. Client further acknowledges that Consultant has the unrestricted right to use the services provided pursuant to this Agreement as well as all work product provided pursuant to this Agreement.
10. Client and Consultant agree to cooperate with each other in every way on the project.
11. Upon request, Client shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees and charges which are necessary to perform the terms of this Agreement.
12. Consultant makes no representations concerning soil conditions unless specifically included in writing in this Agreement, and he is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.
13. Client agrees not to use or permit any other person to use plans, drawings, or other work product prepared by Consultant, which plans, drawings, or other work product are not final and which are not signed, and stamped or sealed by Consultant. Client agrees to be liable and responsible for any such use of nonfinal plans, drawings, or other work product not signed and stamped or sealed by Consultant and waives liability against Consultant for their use. Client further agrees that final plans, drawings or other work product are for the exclusive use of Client and may be used by Client only for the project described on the face hereof. Such final plans, drawings or other work product may not be changed nor used on a different project without the written authorization or approval by Consultant. If Consultant's work product exists in electronic or computerized format, or is transferred in electronic or computerized format, the stamp, seal and signature shall be original and may not be a computer-generated copy, photocopy, or facsimile transmission of the original.
14. Consultant has a right to complete all services agreed to be rendered pursuant to this contract. In the event this Agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services or work product prepared or partially prepared by Consultant be suspended, abandoned, or terminated, Client shall pay Consultant for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services.
15. If the scope of services to be provided by Consultant pursuant to the terms of this agreement includes an ALTA survey, Client agrees that Consultant may sign one of the two ALTA Survey Statements attached hereto and incorporated herein by reference. In the event that Consultant is required to sign a statement or certificate which differs from the ALTA Survey Statements contained in the attachment, Client hereby agrees to indemnify and hold Consultant harmless from any and all liability arising from or resulting from the signing of any statement which differs from those statements contained in the attachment.
16. If the scope of services to be provided by Consultant pursuant to the terms of this Agreement include the preparation of grading plans but exclude construction staking services, Client acknowledges that such staking services normally include coordinating civil engineering services and the preparation of as-built drawings pursuant to Uniform Building Code Appendix, Chapter 33 or local grading ordinances and Client will be required to retain such services from another Consultant or pay Consultant pursuant to this Agreement for such services as extra work in accordance with Provision 26.
17. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this Agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.
18. This Agreement shall not be construed to alter, affect or waive any lien or stop notice right which Consultant may have for the performance of services pursuant to this Agreement. Client agrees to separately provide to Consultant the present name and address of the record owner of the property on which the project is to be located. Client also agrees to separately provide Consultant with the name and address of any and all lenders who would loan money on the project and who are entitled to receive a preliminary notice.
19. If payment for Consultant's services is to be made on behalf of Client by a third-party lender, Client agrees that Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition of receiving payment for services.
20. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees Consultant shall have the right to consider such default in payment a material breach of this entire Agreement, and upon written notice, the duties, obligations, and responsibilities of Consultant under this Agreement are suspended or terminated. In such event, Client shall promptly pay Consultant for all fees, charges, and services provided by Consultant.

21. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this Agreement. For lump sum work the amount due shall be based upon the Consultant's estimate of the percent complete at the time that the invoice is prepared.

22. Client agrees that the periodic billings from Consultant to Client are correct, conclusive, and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in the billing.

23. Client agrees to pay a monthly late payment charge, which will be the lesser of, one and one-fourth percent (1¼%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.

24. If Consultant, pursuant to this Agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, and other documents and/or field services are required by one or more governmental agency, and one or more such governmental agency changes its ordinances, policies, procedures or requirements after the date of this Agreement, any additional office or field services thereby required shall be paid for by Client as extra services.

25. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or rise in the cost of living, during the lifetime of this Agreement, a percentage increase shall be applied to all remaining compensation.

26. Client agrees that if Client requests services not specified pursuant to the scope of services description within this Agreement, Client agrees to pay for all such additional services as extra work.

27. In the event the staking is destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of restaking shall be paid for by Client as extra services.

28. Client acknowledges that the design services performed pursuant to this Agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. If the scope of services pursuant to this Agreement does not include construction staking services by Consultant for this project, or if subsequent to this Agreement Client retains other persons or entities to provide such staking services; or if the scope of services pursuant to this Agreement does not include onsite construction review, construction management, observation of construction of engineering structures, or other construction services for this project, or if subsequent to this Agreement Client retains other persons or entities to provide such construction services, then Client acknowledges that such services will be performed by others, and that Client will defend, indemnify, and hold Consultant harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of Consultant; and from any and all claims arising from or resulting from clarifications, adjustments, modifications or other changes which may be necessary to reflect changed field or other conditions except claims caused by the sole negligence or willful misconduct of Consultant.

29. Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all

other fees, permits, bond premiums, applicable taxes on professional services, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.

30. Client acknowledges and agrees that if Consultant provides surveying services, which services require the filing of a Record of Survey in accordance with Business and Professions Code Section 8762, that all of the costs of preparation, examination and filing for the Record of Survey will be paid by Client as extra work in accordance with Provision 26.

31. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns, or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or work product promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant is not responsible in damages nor shall Consultant be deemed to be in default of this Agreement.

32. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. The Client agrees that it is the responsibility of the Client to maintain in good standing all government approvals and permits and to apply for any extensions thereof.

33. Consultant makes no representation concerning the estimated quantities and probable costs made in connection with maps, plans, specifications, reports or drawings other than that all such costs are estimates only and actual costs will vary. It is the responsibility of Client to verify costs.

34. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.

35. Consultant makes no warranty, either expressed or implied, as to his findings, recommendations, plans, specifications, or professional advice except that the services or work product were performed pursuant to generally accepted standards of practice in effect at the time of performance.

36. Estimates of land areas provided under this Agreement are not to be considered precise unless Consultant specifically agrees to provide the precise determination of such areas.

37. In the event the Client agrees to, permits, authorizes, constructs or permits construction of changes in the plans, specifications and documents or does not follow recommendations or reports prepared by Consultant pursuant to this Agreement, which changes are not consented to in writing by Consultant, Client acknowledges that the changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising from the changes and their effects.

38. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours.

39. In the event Client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes during the construction phase of the project, Client agrees to notify Consultant and engage Consultant to prepare the necessary clarifications, adjustments, modifications or other changes to Consultant's services or work product before construction activities commence or further activity proceeds. Further, Client agrees to have a provision in its construction contracts for the project which requires the contractor to notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph.

40. Client agrees to limit the liability of Consultant, its principals, employees and their subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract or strict liability, to the sum of \$50,000 or Consultant's fee, whichever is greater. Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon.

41. Client agrees to purchase and maintain, during the course of construction, builder's risk "all risk" insurance which will name Consultant as an additional insured as their interest may appear.

42. Client acknowledges that Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, terminate work on the project until such time as Client retains a specialist contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

43. The Client hereby agrees to bring no claim for negligence, breach of contract, strict liability, indemnity, delays or otherwise against the Consultant, its principals, employees, and agents if such claim, in any way, would involve the Consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous or toxic materials. Client further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and agents from any asbestos and/or hazardous or toxic material related claims that may be brought by third parties as a result of the services provided by the Consultant pursuant to this Agreement except claims caused by the sole negligence or willful misconduct of the Consultant.

44. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement or in any way connected with the performance of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, which fees may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which he may be entitled.

45. Client agrees that in the event Client institutes litigation to enforce or interpret the provisions of this Agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which Consultant's principal place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.

46. (a) Except for the provision of subdivision (b) and subdivision (c), and in an effort to resolve any conflicts that arise during the

design or construction of the project or following the completion of the project, the client and the Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation or other form of Alternative Dispute Resolution as agreed to by the parties.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and with other successive third parties including but not limited to construction contractors, lenders and homeowner associations and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

(b) Subdivision (a) does not preclude or limit consultant's right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) does not preclude or limit consultant's right to elect to perfect or enforce applicable mechanics lien remedies.

47. (a) Notwithstanding any other provision of this Agreement and except for the provisions of (b) and (c), if a dispute arises regarding Consultant's fees pursuant to this contract, and if the fee dispute cannot be settled pursuant to Provision 46, such dispute shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

(b) Subdivision (a) does not preclude or limit Consultant's right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) does not preclude or limit Consultant's right to elect to perfect or enforce applicable mechanics lien remedies.

48. Client agrees to reimburse the Consultant for any time and expense incurred for depositions or appearances at any legal proceedings requested by Client or duly authorized attorney, or when required by a subpoena or court action, as may be required from the Consultant performing work under this Agreement. Client agrees to indemnify and reimburse the Consultant for costs and expenses that may result in legal actions taken against the Consultant unless it is determined by a court of law that the Consultant was negligent in his services leading to such action. Consultant shall be paid by Client for such time and expense at his normal charge-out rate for professional services applicable at the time.

49. Any applicable statute of limitations pertaining to all causes of action, latent or patent, shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of Substantial Completion.

50. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Consultant.

Exhibit A
Clear Creek Community Services District
Backwash Pond Rehabilitation Project
Preliminary Project Cost Estimate
June 3, 2020

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	Construction Costs				
2	<i>Clearing and Grubbing</i>				
3	Mobilize Equipment	2	LS	\$60,000	\$120,000
4	Clear and Grub Ponds	2	LS	\$20,000	\$40,000
5	<i>Clearing and Grubbing Subtotal</i>				\$160,000
6	<i>Pond 2 Lining</i>				
7	Excavate Pond Slope and Floor, Scarify 12" and Compact	976	CY	\$125	\$121,963
8	Install Underdrain Network	625	LF	\$80	\$50,000
9	Install Recycle Pumps	2	EA	\$15,000	\$30,000
10	Install Power to Recycle Pumps	200	LF	\$90	\$18,000
11	Install 8" of Compacted Aggregate Base	325	CY	\$150	\$48,785
12	Install 8" Structural Concrete Slab	325	CY	\$1,200	\$390,281
13	Install Concrete Side Slopes and Footings	211	CY	\$1,200	\$253,370
14	Rebuild Ramp into Pond 2	1	LS	\$10,000	\$10,000
15	Overflow Structure to Pond 1	1	LS	\$30,000	\$30,000
16	Aggregate Base Perimeter Roadway	89	CY	\$150	\$13,333
17	Rebuild Pond SCADA	1	LS	\$20,000	\$20,000
18	<i>Pond 2 Lining Subtotal</i>				\$985,733
19					
20	<i>Pond 3 Lining</i>				
21	Excavate Pond Slope and Floor, Scarify 12" and Compact	1556	CY	\$125	\$194,528
22	Install Underdrain Network	625	LF	\$80	\$50,000
23	Install Recycle Pumps	2	EA	\$15,000	\$30,000
24	Install Power to Recycle Pumps	200	LF	\$90	\$18,000
25	Install 8" of Compacted Aggregate Base	519	CY	\$150	\$77,811
26	Install 8" Structural Concrete Slab	519	CY	\$1,200	\$622,489
27	Shotcrete with Fibermesh Pond 1 Side Slopes and Footings	255	CY	\$550	\$140,477
28	Rebuild Ramp into Pond 3	1	LS	\$10,000	\$10,000
29	Overflow Structure to Pond 2	1	LS	\$20,000	\$20,000
30	Aggregate Base Perimeter Roadway	128	CY	\$150	\$19,167
31	Rebuild Pond SCADA	1	LS	\$20,000	\$20,000
32	<i>Pond 3 Lining Subtotal</i>				\$1,202,472
33	<i>Construction Subtotal</i>				\$2,348,204
34	<i>Construction Contingency @ 20%</i>				\$469,600
35	<i>Total Construction Cost</i>				\$2,817,800
36	Indirect Costs				
37	<i>Engineering Indirect Costs</i>				
38	Task 1 - Prepare and Submit SWRCB ASADRA Construction Funding Application				\$75,336
39	Task 2 - Provide FEMA Funding Assistance				\$3,024
40	Task 3 - Prepare Plans and Specifications				\$147,320
41	Task 4 - Services During Bidding				\$63,832
42	Task 5 - Services During Construction				\$381,856
43	<i>Engineering Indirect Costs Subtotal</i>				\$671,368
44	<i>Other Indirect Costs</i>				
45	Environmental Documentation				\$50,000
46	Permits and Environmental Compliance During Construction				\$20,000
47	<i>Other Indirect Costs Subtotal</i>				\$70,000
48	<i>Total Project Cost</i>				\$3,559,000



Exhibit B
Clear Creek Community Services District
Backwash Pond Rehabilitation Project
Engineering Fee
June 3, 2020

WORK TASK	WORKDAYS								Category Subtotal
	T. Warnock Project Manager	N. Humphreys Staff Engineer	S. Wilson Structural Engineer	T. Bowser Electrical Engineer	Construction Observer	Two-Man PW Survey Team	Drafting	Office Staff	
Task 1 - Prepare and Submit SWRCB ASADRA Construction Funding Application									
1 Prepare and submit General Package to CCCSD for review and upload to FAAST	2.0								\$3,312
2 Prepare and submit Technical Package to CCCSD for review and upload to FAAST	2.0	5.0							\$10,152
3 Provide assistance to prepare Environmental Package for review and upload to FAAST	2.0						3.0		\$6,432
4 Provide assistance to CCCSD to prepare and submit Financial Package to FAAST	4.0								\$6,624
5 Attend kick-off and two progress meetings	3.0	3.0							\$9,072
6 Monthly progress teleconferences with Project Team	6.0	6.0							\$18,144
Task 1 Subtotal:	19.0	14.0	0.0	0.0	0.0	0.0	3.0	0.0	\$53,736
Task 2 - Provide FEMA Funding Assistance									
1 Review FEMA funding requirements	0.5	0.5							\$1,512
2 Incorporate FEMA funding requirements in construction contract documents	0.5	0.5							\$1,512
Task 2 Subtotal:	1.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	\$3,024
Task 3 - Prepare Plans and Specifications									
1 Coordinate geotechnical investigation and review geotechnical report	4.0	2.0						0.5	\$9,644
2 Survey ponds, overflow alignment, and perimeter ditch	1.0	1.0				4.0	3.0		\$18,752
3 Prepare plans on underdrain and return pumps	3.0	3.0					3.0		\$12,192
4 Prepare plans on pond lining	2.0	2.0	3.0				3.0		\$13,752
5 Prepare plans on perimeter ditch lining	2.0	2.0	2.0				2.0		\$11,884
6 Prepare plans on pond overflows	3.0	3.0					2.0		\$11,152
7 Prepare plans on SCADA rehabilitation	1.0	2.0		4.0			2.0		\$12,584
8 Submit five paper copies and electronic copy of 90% plans to CCCSD for review	1.0	1.0					1.0	1.0	\$4,632
9 Incorporate 90% design review comments	2.0	2.0	1.0				2.0		\$9,656
10 Prepare construction contract documents (specifications)	2.0	3.0	4.0	3.0				2.0	\$19,248
11 Issue electronic copies of 90% plans and specifications for review by agencies	1.0	2.0						0.5	\$4,676
12 Incorporate comments received by agencies	2.0	2.0						1.0	\$6,616
13 Prepare and issue electronic copies of final contract documents	4.0	4.0						2.0	\$13,232
Task 3 Subtotal:	28.0	29.0	10.0	7.0	0.0	4.0	18.0	7.0	\$147,320
Task 4 - Services During Bidding									
1 Upload construction contract documents to CIPLIST		1.0						1.0	\$1,936
2 Respond to requests for information from potential bidders	3.0	3.0	3.0	2.0					\$16,712
3 Issue two addendums	2.0	3.0	2.0	2.0				2.0	\$14,664
4 Attend pre-bid job site conference	2.0	2.0							\$6,048
5 Attend bid opening and review bids received	1.0	2.0							\$4,392
6 Recommend award of project	2.0	2.0							\$6,048
7 Assist in addressing SWRCB and FEMA questions	2.0	3.0							\$7,416
8 Prepare contract documents for contractor to execute	2.0	2.0						1.0	\$6,616
Task 4 Subtotal:	14.0	18.0	5.0	4.0	0.0	0.0	0.0	4.0	\$63,832
Task 5 - Services During Construction									
1 Issue submittal list		1.0	0.5	0.5					\$2,896
2 Prepare and hold pre-construction conference	1.0	2.0			2.0				\$6,952
3 Review submittals received		3.0	3.0	2.0					\$11,744
4 Review and approve contractor's monthly reimbursement requests	3.0	6.0							\$13,176
5 Prepare and issue monthly SWRCB and FEMA reimbursement claims to CCCSD for approval	3.0	6.0							\$13,176
6 Hold monthly job site meetings	3.0	6.0	2.0	2.0					\$19,288
7 Provide periodic construction observation during key phases of the project					180.0				\$230,400
8 Provide special geotechnical inspection services during construction			4.0						\$6,112
9 Issue contract change orders	2.0	6.0	2.0	2.0					\$17,632
10 Prepare Record Drawings		2.0		1.0					\$4,264
11 Prepare ORM manual update		2.0							\$2,736
12 Prepare notice of project completion	1.0	1.0							\$3,024
13 Provide prevailing wage monitoring		20.0							\$27,360
14 Assist with project final/closeout paperwork	5.0	10.0						2.0	\$23,096
Task 5 Subtotal:	18.0	65.0	11.5	7.5	182.0	0.0	0.0	2.0	\$381,856
TOTAL PERSON-DAYS:	80	127	27	19	182	4	21	13	
LABOR \$/DAY:	\$1,656	\$1,368	\$1,528	\$1,528	\$1,280	\$3,152	\$1,040	\$568	
LABOR COST PER CLASSIFICATION:	\$132,480	\$173,736	\$40,492	\$28,268	\$232,960	\$12,608	\$21,840	\$7,384	\$649,768
									PACE Engineering: \$649,768
									KC Engineering (Geotechnical): \$15,000
									Basic Lab: \$6,600
									TOTAL COST ESTIMATE: \$671,400



Exhibit C

STANDARD CHARGES FOR PROFESSIONAL SERVICES

Effective through December 31, 2020

LABOR CLASSIFICATION		HOURLY RATE
Senior Engineering Consultant	E8	\$220
Managing Engineer	E7	\$220
Principal Engineer	E6	\$207
Senior Engineer	E5	\$191
Associate Engineer	E4	\$171
Staff Engineer/Grade 3	E3	\$153
Staff Engineer/Grade 2	E2	\$144
Staff Engineer/Grade 1	E1	\$131
Engineering Technician 4	T4	\$144
Engineering Technician 3	T3	\$130
Engineering Technician 2	T2	\$117
Engineering Technician 1	T1	\$101
One-Man Survey Crew	SC1	\$242
Two-Man Survey Crew	SC2	\$308
Two-Man Survey Crew (O/T)	SC2x	\$364
Three-Man Survey Crew	SC3	\$380
Survey Supervisor	SS1	\$178
Licensed Land Surveyor	LS1	\$160
Admin. Clerk III	AD3	\$80
Admin. Clerk II	AD2	\$71
Admin. Clerk I	AD1	\$64

EXPENSES

- Meals and Lodging: At cost (out-of-town and overnight work only)
- Vehicle Transportation: Included in hourly rates, unless specifically indicated otherwise in Agreement. Hourly labor rates are applicable during travel to and from job site.
- Express Mail/Federal Express: At cost
- Outside Services & Fees: At cost plus 10% administrative fee
- Computers, Plotters and Electronic Distance Measuring Instruments: Included in hourly rate.

Rates for expert witness services will be as set forth in the Engineering Agreement.

Rates are established on an annual basis and are subject to change from year to year.

Refer to Exhibit C-1 for hourly rates on prevailing wage projects.



Exhibit C-1

STANDARD CHARGES FOR PREVAILING WAGE PROFESSIONAL SERVICES
Effective through December 31, 2020

LABOR CLASSIFICATION	HOURLY RATE
Prevailing Wage Group 2 - Construction Observer	\$186
Prevailing Wage Group 2 - Construction Observer (O/T)	\$219
Prevailing Wage Group 2 - Construction Observer (Double-Time)	\$252
Prevailing Wage One-man Survey Crew	\$286
Prevailing Wage Two-man Survey Crew	\$394
Prevailing Wage Two-man Survey Crew (O/T)	\$466
Prevailing Wage Two-man Survey Crew (2x O/T)	\$537
Prevailing Wage Three-man Survey Crew	\$521
Prevailing Wage Three-man Survey Crew (O/T)	\$613

EXPENSES

Meals and Lodging:	At cost (out-of-town and overnight work only)
Vehicle Transportation:	Included in hourly rates, unless specifically indicated otherwise in Agreement. Hourly labor rates are applicable during travel to and from job site.
Express Mail/Federal Express:	At cost
Outside Services & Fees:	At cost plus 10% administrative fee
Computers, Plotters and Electronic Distance Measuring Instruments:	Included in hourly rate.

Rates for expert witness services will be as set forth in the Engineering Agreement.

Rates are established on an annual basis and are subject to change from year to year.



5880 Oak Street, Anderson, CA 96007
Phone: (530) 357-2121 Fax: (530) 357-3723

MEMO

Date: July 17th 2024
To: Board of Directors
From: General Manager Paul Kelley
Re: 7 – General Manager Report

Report:

A quick activity report, more by the General Manager verbally at the meeting:

Starting the week of June 17th, 2024

- Staff – Changes at the District
 - The District recruited for and hired three new Operator D1's in May (early and end of month)
 - The District entered into a contract for an Interim Part Time Distribution Supervisor to help with updating policies and procedures, and provide direction to the new Staff. While recruiting for a permanent Distribution Supervisor.
 - The new Distribution Supervisor as of July 8th – Morgan Rau
 - The District has a new Administrative Assistant: Amity Valdez
 - The District Appointed Jeffery Head to the new Operator In Training – OIT T3 Position
 - The Account Clerk has given notice and the District will recruit in the coming weeks.
- The CUSI – new customer database software is looked at to help with meter Reading
- The Notices to specific areas that are impacted by leaks or other information has been tested.
- The Shasta County Water managers met, and the Bureau is looking at Shasta tours in September.
- Worked on the three grant projects: -
 - Backwash ponds –
 - The bridge financing package has been approved, funded in coming month
 - Allan Gill Construction has submitted a schedule to start the beginning of July.
 - The State FBA was approved!
 - Emergency Electrical/SCADA – Closed out
 - ARPA This has been submitted to County for reimbursement and some reimbursements
 - This Prospective grant – EPA Water Infrastructure Resiliency grant – applied for study money to accomplish a “Wildfire and Drought Resiliency Assessment”. Still Pending and under review – Still waiting to hear from the EPA.
- Equipment for the District –.
 - New Distribution Supervisor – to help with equipment needs for the District
 - With all the turnover we can delay the vac-trailer pursuit – but all still recommend moving forward – it's a reduction in liability, and need for heavier equipment and all districts have gone this rout.
- Still waiting on the Audit for FY 22 – CPA informed it will be end of July.....
- GM has worked on the website and updates.
-
- Other/More – Verbal



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MEMO

Date: July 17th 2024
To: Board of Directors
From: Chief Plant Operator: Bill Palmaymesa & Distribution Field Supervisor: Morgan Rau
General Manager Paul Kelley & administrative Assistant Amity Valdez
Re: 8 – Operation Report

Administration

There were 291 Accounts that are 90+ days delinquent totaling \$73,913.20
There were 231 Accounts that are 60-90 Days delinquent totaling \$13,434.11
There were 491 Accounts that are 30-60 Days delinquent totaling \$33,918.21

Delinquency Progress: At the end of June, we sent out approximately 120 ten-day notices and at the beginning of July 105 door hangers.

WTP OPERATIONS - The WTP produced 600af of SW; Clear Creek CSD used 411AF of SW in June (330AF - M&I, 80AF-Ag). 831AF total SW for WY24/25. Well Water Production- 0 af . (Palmaymesa)

- Staff has been busy with routine maintenance, monitoring, and operation of the WTP. Staff has been working with the OIT, mainly with WTP operations. The WTP produces 7 MG/Day on average, currently.
- The Filter to Waste Pond was cleaned out. The next cleaning will take place in September
- Staff has been working on the final tasks before the start of the Pond Project, including a parking plan for the workers and removing a old metal shed from the job site. Work began on July 8th and will continue through November and will resume again in Spring of 2025.
- Train#6 (Filter#8) remains offline, and the valves locked out. This is due to the damaged media bed, sand in the underdrain system and leaking control valves.

DISTRIBUTION OPERATIONS REPORT - (Dist Supervisor – Vacant) (Kelley for Dist)

- The District recruited and Hired Morgan Rau as Distribution Supervisor – started July 8th
- The District brought on via contract a consultant to be interim part time Distribution Supervisor while recruiting for a full time position and
 - The On-Call procedures have been developed in draft
 - The General work week / work flow has been developed
 - The WorkPlace Violence policy update drafted
 - Other training for the new Operators accomplished and in progress
- Crew finished up the Meter reads – a better month till while working on better efficiency
- Fire Hydrant replacement on Hopekay Ln will need to be held till later in year.
- We are working on the schedule to start replacing the registers and end points – with a new Supervisor, this will take more shape.
- It's been hot and will be hot – looking to get most things done early in day.
- All the water samples are negative (clean samples)



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MEMO

Date: July 17th 2024
To: Board of Directors
From: General Manager – Paul Kelley
Re: **9** – Standing Committee Report

Report: From members of the Committees listed:

Note:

- 9.a – Agriculture – Meeting scheduled July 24
- 9.b – Finance – Schedule for August
- 9.c – Planning / Steering – Need to schedule End of August -