



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

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

**Interim General Manager: Jim Wadleigh**

**REGULAR MEETING: August 20, 2025, at 6:00PM: District Office Board Room**

### **AGENDA**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

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

### **CONSENT AGENDA (Action)**

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

- 1. Minutes from Meetings:** Regular Meeting Minutes 07/16/2025, Special Meeting Minutes 07/21/2025, 08/05/2025 Centerville Ad Hoc Meeting Minutes
- 2. Bills Paid:** 07/07/2025 – 08/15/2025
- 3. Activity P&L Report:** May 2025 – June 2025 – July 2025

### **REGULAR AGENDA (Discussion/Action)**

- 4. Drought Policy (Discussion)**
- 5. General Manager Employment Agreement (Discussion/Approval)**
- 6. Amendment No. 2 to Consulting Agreement - Wadleigh Management (Discussion/Action)**

#### **ADA Related Disabilities:**

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

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**7. Formation of Community Advisory Committee – Proposition 218 Rate Study Update**  
(Discussion)

**8. Director request to withdraw from Planning Steering Committee – (Discussion/Action)**

**9. GENERAL MANAGERS ORAL REPORT**

**10. OPERATIONS ORAL REPORT**

**11. STANDING COMMITTEE REPORT**

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

**12. BOARD MEMBER ITEMS**

**13. CLOSED SESSION ANNOUNCEMENT:**

- a. **Public Employee Discussion – Government Code §54957(b)(1), §54957.6**  
The Board will meet in closed session to discuss current job duties and job classifications.

**14. ADJOURN THE MEETING**

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**Directors – Pam Beaver, Beverly Fickes, Terry Lincoln**

**Interim General Manager: Jim Wadleigh**

**REGULAR MEETING: July 16, 2025, at 6:00PM: District Office Board Room**

### **MINUTES**

**CALL TO ORDER: 6:00 PM**

**PLEDGE OF ALLEGIANCE – Lead by Director Terry Lincoln.**

**ROLL CALL: Chairman McVay, Vice Chair Johnston, Director Lincoln, Director Fickes, Director Beaver, Interim General Manager Jim Wadleigh, Administrative Assistant Emily King.**

### **OPEN TIME/PUBLIC COMMENT:**

*A member of the public, Sandy Winters announced the next Firewise meeting will be held on 8/28/2025 at 6:00 PM located at the Community Center. Ms. Winters also announced there will be a County Firewise Meeting on 7/30/2025 at 9:00 AM located at KIXE in Redding.*

### **CONSENT AGENDA**

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.

- 1. Minutes from Meetings:** Regular Meeting Minutes 6/18/2025
- 2. Bills Paid:** 05/13/2025 – 07/04/2025
- 3. Payroll:** (4/25/25-5/8/25), (5/9/25-5/22/25), (5/23/25-6/5/25), (6/6/25-6/19/25)

*Motion to pull item #4 from the Consent Agenda and move it to the Regular Agenda:*

*Director Beaver, 2nd Director Johnston*

*Vote: 5-0*

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*Director Fickes addressed the Board and asked if payroll reports were needed in the agendas, there was a consensus from the Board to no longer include the report. Director Fickes stated there was duplicate wording in the 06/18/2025 Minutes on Item #3.*

*Motion to Approve the Consent Agenda with corrected minutes:*

*Director Fickes, 2nd Director Beaver*

*Vote: 5-0*

## **REGULAR AGENDA**

### **4. Activity P&L Report: May 2025 – June 2025**

*The Board of Directors held a discussion regarding the inaccuracies in the Profit and Loss (P&L) Reports for May and June.*

*Director Fickes noted that several items appeared to be missing from the reports, including payments for PG&E. She also pointed out that her travel expenses were incorrectly coded and expressed concern over the presence of negative amounts.*

*Director McVay echoed these concerns, highlighting the negative dollar amounts shown in May and noting that while some were corrected in the June report, the presentation remains confusing.*

*Interim General Manager Jim Wadleigh acknowledged the issues and stated he is actively investigating the discrepancies. He suggested a potential error in the CUSI report import may be the source of the inaccuracies.*

*Director McVay also commented that the reports would be clearer to the public if loans were not displayed as revenue.*

*Mr. Wadleigh additionally reported that an accounting error had been discovered related to loan payments. He assured the Board that the District is working to correct the issue and establish clear accounting procedures moving forward.*

*In response to a question from a member of the public, Sandy Winter, Director McVay clarified that the RCAC loan is designated for the Backwash Pond Project. He stated that the loan will be repaid in full upon the project's completion.*

*Motion to Not Accept the May and June P&L Report*

*Director Beaver, 2<sup>nd</sup> Director Johnston*

*Vote: 5-0*

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## **5. Adjustment Request – Michael Traynor, 5694 Dolly Lane**

*Michael Traynor was not present in the Boardroom during the discussion of his protest letter regarding a high-water bill.*

*Director Fickes provided an overview of how the previous Board handled protest letters of a similar nature.*

*Director Beaver stated that the responsibility for identifying and repairing leaks falls on the homeowner. Ms. Beaver emphasized that homeowners are also responsible for the cost of water lost due to leaks on their property.*

*Director Lincoln suggested that staff reach out to Mr. Traynor and offer a payment plan to assist with the financial burden caused by the elevated water bill.*

*Motion to reject the request for a bill adjustment:*

*Director Beaver, 2nd Director Johnston*

*Vote: 5-0*

## **6. Adjustment Request – Kacey Peters, 7658 Happy Valley Road**

*Interim General Manager Jim Wadleigh reviewed the customer's request for a billing adjustment. The Board discussed the matter and reaffirmed that it is the homeowner's responsibility to identify and repair leaks, as well as to pay for any water lost as a result.*

*Motion to reject the request for a bill adjustment:*

*Director Johnston, 2nd Director Beaver*

*Vote: 5-0*

## **7. Adjustment Request – Gwyn Williams, 17898 Flowers Lane**

*Director Johnston inquired if it would be possible to review past records to determine whether there had ever been a second structure on the property.*

*Director Fickes responded that the District cannot determine if a structure was removed and that it is the homeowner's responsibility to notify the District so billing rates can be adjusted accordingly. She further explained that during previous drought years, properties with a double base rate received a double water allocation. Additionally, during the last Proposition 218 process, all customers received information regarding their base rates.*

*Director McVay and Director Beaver discussed the possibility of offering the customer a credit of 7–12 months on her account.*

*Director Lincoln expressed opposition to issuing a credit, stating that it is not the community's responsibility*

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*to absorb costs caused by a customer not reviewing her bill. He further noted that once the customer contacted the District regarding the double base rate, the Operations crew promptly visited the property, performed an inspection, and removed the additional base rate.*

*Director Fickes stated that it would be helpful if customer billing statements clearly indicated the number of base rates a customer is being charged for. It was also suggested that the next District newsletter include a reminder encouraging customers to review their bills regularly and to contact the District Office with any questions or concerns.*

*Motion to reject the request for a bill adjustment:*

*Director Beaver, 2nd Director Lincoln*

*Vote: 5-0*

## **8. PROPOSITION 218 STUDY**

*Interim General Manager Jim Wadleigh reviewed the scope of Prop 218 and requested Board approval for the District to begin the rate study process with RCAC.*

*Director McVay expressed support for moving forward but emphasized the need to provide RCAC with actual financial data from Fiscal Years 2022–2025 to help justify rate increases to the public. Director McVay also requested a detailed breakdown of all cost categories—similar to the Profit & Loss report—to clearly demonstrate where funds are allocated.*

*Director Fickes provided an overview of the three available options for structuring base rates: flat base rate, tiered rate, and rates based on meter size. She stated that, in her opinion, basing rates on meter size is not a viable option for the District.*

*In response to public inquiries, Director Fickes explained that under previous rate structures, tiered base rates were historically determined by parcel acreage.*

*The Board held a discussion regarding the possibility of implementing a different rate structure for homes serviced by the North Booster. It was noted that the electrical costs associated with operating the North Booster are significantly higher, and the Board considered whether those increased costs should be reflected in a separate rate for affected customers.*

*Director McVay emphasized the importance of completing the rate study process in a timely manner, noting that the Proposition 218 process must be concluded by September 2026, and that RCAC typically requires approximately one year to complete their rate study. Director McVay and Director Fickes discussed the importance of clarifying the verbiage used in the study, specifically the implications of "one meter and two base rates."*

*A member of the public, Sandy Winters, provided historical context regarding meter sizes and how they were originally determined per property.*

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*Motion to move forward with RCAC and begin the Prop 218 process utilizing a flat rate base structure:  
Director Fickes, 2nd Director Beaver  
Vote: 5-0*

## **9. GENERAL MANAGERS ORAL REPORT**

*Interim General Manager Jim Wadleigh stated a Special Meeting has been scheduled for the General Manager interviews on July 21<sup>st</sup> at 10:00 AM. He announced that Administrative Assistant Emily King has created a Facebook page for Clear Creek CSD, allowing the District to quickly share important updates, engage with the community and increase transparency.*

*Interim General Manager Jim Wadleigh provided an update on staff training efforts, the development of internal procedures, and ongoing coordination between departments to improve overall efficiency and service delivery. He announced the District submitted the Cross Connection Control Plan to the State and the Operations Supervisor Morgan Rau has been designated as the User Supervisor for the project.*

## **10. OPERATIONS ORAL REPORT**

*Interim General Manager Jim Wadleigh noted the memo in the agenda packet has a high number of delinquent accounts. However, since the report was generated, administrative staff have issued a substantial number of delinquent and shutoff notices along with preparing liens for filing with Shasta County. As a result, there has been a notable improvement in the number of delinquent accounts within a short period.*

*Interim General Manager Jim Wadleigh reported that water sampling has been completed and expressed gratitude to the community for their participation. He also provided an update on the BW Pond Project, noting that it is nearing completion and that concrete contractors are expected to begin forming in the next few weeks.*

*He provided an overview of the training programs recently completed by the Operations Department, emphasizing their focus on safety and efficiency. Additionally, he reviewed all the recent leaks that have been successfully repaired, highlighting the team's prompt response and commitment to maintaining system reliability.*

*7:37 PM Director Fickes stepped out of the meeting.*

## **11. STANDING COMMITTEE REPORT**

- a. Agriculture – Director Johnston announced the Farmers Market
- b. Finance – Not Met
- c. Planning/Steering – Not Met

*7:41 PM Director Fickes returned to the meeting.*

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## **I2. BOARD MEMBER ITEMS**

*Director Beaver reported that she has consulted with an external Human Resources Manager regarding the use of an automotive repair shop owned by a relative of a District employee. The HR Manager stated there is no conflict of interest.*

*Director Fickes informed the Board that when all phone lines at the District Office are in use, incoming calls are automatically rolled over to the District's answering service to ensure no calls go unanswered.*

*Director McVay inquired whether all arrangements had been finalized for the upcoming Special Meeting scheduled for July 21st. He also reported on his attendance at the recent EAGSA (Enterprise-Anderson Groundwater Sustainability Agency) meeting and provided the Board with a summary of key highlights from the meeting.*

## **I3. ADJOURN THE MEETING: 8:04 PM**

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**Interim General Manager: Jim Wadleigh**

**SPECIAL MEETING: July 21, 2025, at 10:00AM: District Office Board Room**

### **MINUTES**

- 1. CALL TO ORDER: 10:00 AM**
- 2. PLEDGE OF ALLEGIANCE: Lead by Chairman McVay**
- 3. ROLL CALL: Chairman McVay, Vice Chair Johnston, Director Lincoln, Director Fickes, Director Beaver, Interim General Manager Jim Wadleigh.**
- 4. OPEN TIME/PUBLIC COMMENT: NONE**
- 5. CLOSED SESSION ANNOUNCEMENT:** *Board Adjourned to Closed session at 10:02 AM.*  
  
**The Board will adjourn to Closed Session to discuss the following item:**
  - a. Pursuant to Government Code §54957(b)(1):**  
**Public Employee: General Manager**
  - b. Report from Closed Session –** *Returned from Closed Session at 5:49 PM and reported the Board directed staff to proceed with contract negotiations with the selected candidate. Final appointment and contract approval will be considered in open session at a future meeting.*
- 6. ADJOURN THE MEETING: 5:50 PM**

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**Directors – Pam Beaver, Beverly Fickes**

**Interim General Manager: Jim Wadleigh**

**AD HOC COMMITTEE MEETING:**  
**August 5, 2025, at 10:00AM: District Office Board Room**

**Minutes**

**1. CALL TO ORDER: 10:08 AM**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL:**

*Directors – Pam Beaver, Beverly Fickes*

*Interim General Manager: Jim Wadleigh*

**4. OPEN TIME/PUBLIC COMMENT:**

*No members of the public were present.*

**5. DISCUSSION/ACTION ITEMS:**

**a. Review and Discuss Centerville Treatment Plant Capacity Agreement:**

- *25% of the treatment plant's capacity is allocated for another water district. A question was raised regarding whether CCCSD might bear more than 75% of the costs associated with operating the treatment plant.*
- *Staff confirmed that this is possible under current cost-sharing arrangements that not every cost directly related to the WTP is mentioned. Staff is to explore the full list and provide in Joint Ad Hoc meeting with Centerville.*
- *Specific circumstances such as capital improvement funding, regulatory compliance, or fixed cost structures could result in CCCSD absorbing more than its proportional share.*

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**b. Next Steps and Timeline for Committee Work:**

- *Staff will review the terms of the current agreement and inventory potential scenarios where CCCSD's costs could exceed its proportional usage share and will share draft language to mitigate this.*
- *Legal and financial staff may be consulted to clarify cost responsibilities and whether adjustments are needed to ensure equitable cost distribution.*
- *Joint Ad Hoc to be scheduled once all costs are tallied and draft language is added to clarify the formulas for these costs.*

**6. ADJOURN THE MEETING: 11:57 AM**

**ADA Related Disabilities:**

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1:12 PM

08/15/25

Accrual Basis

# Clear Creek Community Services District

## Transaction Detail by Account

### July 7 through August 15, 2025

Type	Date	Num	Name	Memo	Amount
<b>8000 - Accounts Payable</b>					
Bill Pmt -Check	07/08/2025	Auto Paid	Waste Management	3-99477-15008	-394.58
Bill Pmt -Check	07/09/2025	Auto Paid	Plumas Credit Card	Credit Cards Acct #6299	-3,161.48
Bill Pmt -Check	07/10/2025		Pace Supply Corp	QuickBooks generated zero am...	0.00
Bill Pmt -Check	07/11/2025	Auto Paid	TDS	530-357-2121	-356.74
Bill Pmt -Check	07/11/2025	34254	Ace Hardware - Acct # 2186	2186	-230.53
Bill Pmt -Check	07/11/2025	34255	Apex Automotive, Inc.		-3,358.04
Bill Pmt -Check	07/11/2025	34256	AT&T	VOID:ACH June Stmt WTP	0.00
Bill Pmt -Check	07/11/2025	34257	Badger Meter, Inc.	41827	-134.10
Bill Pmt -Check	07/11/2025	34258	Batteries Plus Bulbs	3572121	-94.27
Bill Pmt -Check	07/11/2025	34259	Bay Alarm Company	1201366	-33.32
Bill Pmt -Check	07/11/2025	34260	Beaver, Patricia A	6.18.25 Reg Board Meeting	-100.00
Bill Pmt -Check	07/11/2025	34261	Cintas Corporation	22228100	-191.40
Bill Pmt -Check	07/11/2025	34262	Fasteners Inc	373	-357.73
Bill Pmt -Check	07/11/2025	34263	Ferguson Waterworks	409921	-6,653.60
Bill Pmt -Check	07/11/2025	34264	Fickes, Beverly	6.18.25 Reg Board Meeting	-100.00
Bill Pmt -Check	07/11/2025	34265	Happy Stop Market		-2,151.66
Bill Pmt -Check	07/11/2025	34266	Harvest Printing Company		-3,289.87
Bill Pmt -Check	07/11/2025	34267	Internal Revenue Service	Form 941 PR 06/30/2022 Failur...	-80.90
Bill Pmt -Check	07/11/2025	34268	J and J Pumps	Booster Pump Replacement Gr...	-3,563.21
Bill Pmt -Check	07/11/2025	34269	J.F. Shea Construction, Inc.	Acct #144318 Restock Sand/Ag...	-657.73
Bill Pmt -Check	07/11/2025	34270	Johnston, Logan	6.18.25 Reg Board Meeting	-100.00
Bill Pmt -Check	07/11/2025	34271	McVay, Scott	6.18.25 Reg Board Meeting	-100.00
Bill Pmt -Check	07/11/2025	34272	NTU Technologies, Inc.	WTP 926, 3 Totes - Coagulant	-15,255.00
Bill Pmt -Check	07/11/2025	34273	Pace Analytical Services LLC	28-100128	-172.15
Bill Pmt -Check	07/11/2025	34274	Pace Engineering		-43,388.57
Bill Pmt -Check	07/11/2025	34275	Primo Brands	WTP Acct #8730220683 (used t...	-100.09
Bill Pmt -Check	07/11/2025	34276	Professional Exterminator of Redding	17387	-65.00
Bill Pmt -Check	07/11/2025	34277	Rau, Morgan	VOID: Wrong Amount T2 Cert R...	0.00
Bill Pmt -Check	07/11/2025	34278	SCP Distributors, LLC	970914	-47.66
Bill Pmt -Check	07/11/2025	34279	Shasta LAFCO	Net Operational Costs	-5,342.40
Bill Pmt -Check	07/11/2025	34280	Simmons, Mason	D2 Drinking Water Exam Reimb...	-66.14
Bill Pmt -Check	07/11/2025	34281	Thatcher Company of California, Inc.	VOID: \$2000 Credit Not Applied...	0.00
Bill Pmt -Check	07/11/2025	34282	United Public Employees of CA 792	Union Member Dues July 2025	-515.00
Bill Pmt -Check	07/11/2025	34283	US Bank Equipment Finance	1453267	-360.55
Bill Pmt -Check	07/11/2025	34284	USBR - Water Payments	14-06-200-489-A-P	-6,747.51
Bill Pmt -Check	07/11/2025	34285	Valley Pacific	C850335	-147.13
Bill Pmt -Check	07/11/2025	34286	Wallace, Benjamin	T2 Certification Reimbursement	-66.79
Bill Pmt -Check	07/11/2025	34287	AT&T	VOID:ACH May Stmt WTP	0.00
Bill Pmt -Check	07/11/2025	34288	Thatcher Company of California, Inc.	3001810	-6,241.79
Bill Pmt -Check	07/11/2025	34289	USBR - Water Payments	14-06-200-489-A-P	-373.24
Bill Pmt -Check	07/11/2025	34290	Rau, Morgan	T2 Cert Renewal Reimbursement	-80.00
Bill Pmt -Check	07/14/2025	ACH	AT&T		-847.76
Bill Pmt -Check	07/14/2025	Auto Paid	Pacific Gas & Electric	WTP 10620 Page Bar Rd	-4,783.50
Bill Pmt -Check	07/14/2025	Auto Paid	Pacific Gas & Electric	WTP - Pond 10620 Page Bar Rd	-533.29
Bill Pmt -Check	07/18/2025	34292	Ferguson Waterworks	409921	-7,840.49
Bill Pmt -Check	07/18/2025	34293	Ace Hardware - Acct # 2186	2186	-479.54
Bill Pmt -Check	07/18/2025	34294	Cintas Corporation	VOID: misprint 22228100	0.00
Bill Pmt -Check	07/18/2025	34295	Com-Pair Services	VOID: misprint 10117	0.00
Bill Pmt -Check	07/18/2025	34297	Ability Answering & Paging Services	05-1-8495	-440.12
Bill Pmt -Check	07/18/2025	34301	Pace Engineering		-50,747.00
Bill Pmt -Check	07/18/2025	34302	Pace Analytical Services LLC	28-100128	-564.00
Bill Pmt -Check	07/18/2025	34303	Napa Auto Parts	1931	-37.16
Bill Pmt -Check	07/18/2025	34304	Cintas Corporation	22228100	-191.40
Bill Pmt -Check	07/18/2025	34305	Fasteners Inc	Acct #373	-7.49
Bill Pmt -Check	07/18/2025	34306	Ferguson Waterworks	409921	-1,852.29
Bill Pmt -Check	07/18/2025	34307	Thatcher Company of California, Inc.	3001810	-8,259.80
Bill Pmt -Check	07/18/2025	34308	Apex Automotive, Inc.	Vehicle Maintenance: Oil/Brake...	-497.92
Bill Pmt -Check	07/18/2025	34309	Valley Pacific	C850335	-383.67
Bill Pmt -Check	07/18/2025	34310	Batteries Plus Bulbs	3572121	-37.48
Bill Pmt -Check	07/18/2025	34311	Beck, Harold & Sons, Inc.	Actuator	-23,720.65
Bill Pmt -Check	07/18/2025	34312	Rental Guys	JACK HAMMER FLOORING	-168.77
Bill Pmt -Check	07/18/2025	Auto Paid	Pacific Gas & Electric	Clear Creek Rd/Happy Valley	-101.78
Bill Pmt -Check	07/18/2025	Auto Paid	Pacific Gas & Electric	Cloverdale/Clear Crk N Booster	-877.19
Bill Pmt -Check	07/18/2025	Auto Pay	Pacific Gas & Electric	Outdoor Lights	-21.83
Bill Pmt -Check	07/21/2025	34313	Com-Pair Services	10117	-110.00
Bill Pmt -Check	07/21/2025	ACH	Amazon Capital Services, Inc.	A3SGCPAZF6QYSB	-412.84
Bill Pmt -Check	07/24/2025	Auto Paid	Pacific Gas & Electric	5880 Oak/Gas Point Well #3	-2,101.37

# Clear Creek Community Services District

## Transaction Detail by Account

### July 7 through August 15, 2025

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	07/24/2025	Auto Paid	Pacific Gas & Electric	Wells 1 & 2	-278.22
Bill Pmt -Check	07/25/2025	Auto Paid	Verizon	242343122-00001 6/3/25-7/2/25	-51.96
Bill Pmt -Check	07/31/2025	34314	Allen Gill Construction, Inc.	BWP Repair Project #4 Claims ...	-962,516.81
Bill Pmt -Check	07/31/2025	34316	Lovell Tree Service LLC	Flowers Lane tree removal/chip...	-7,500.00
Bill Pmt -Check	08/01/2025	Auto Paid	UNUM Life Insurance of Co.	Acct #0142066-001 6 Aug 1, 20...	-1,174.42
Bill Pmt -Check	08/04/2025	Auto Paid	Humana - Dental Ins	412851-001	-903.31
Bill Pmt -Check	08/07/2025		Happy Stop Market	QuickBooks generated zero am...	0.00
Bill Pmt -Check	08/08/2025		Happy Stop Market	QuickBooks generated zero am...	0.00
Bill Pmt -Check	08/08/2025	Auto Paid	Pacific Gas & Electric	Outdoor Lights	-21.83
Bill Pmt -Check	08/08/2025	34317	Billington, Patrick	Deposit Refund 16326 Acero Dr	-70.00
Bill Pmt -Check	08/08/2025	34318	Ace Hardware - Acct # 2186	2186	-177.06
Bill Pmt -Check	08/08/2025	34319	ACWA/JPIA - Insurance	C020	-21,998.08
Bill Pmt -Check	08/08/2025	34320	Agile Occupational Medicine	Respirator Fit Test/WTP rcvd 7/...	-330.00
Bill Pmt -Check	08/08/2025	34321	Amazon Capital Services, Inc.	A3SGCPAZF6QYSB	-166.96
Bill Pmt -Check	08/08/2025	34322	AT&T	Well Field Booster Station Acct ...	-4.43
Bill Pmt -Check	08/08/2025	34323	Axner Excavating, Inc.	6920038	-9,350.00
Bill Pmt -Check	08/08/2025	34324	Badger Meter, Inc.	41827	-134.28
Bill Pmt -Check	08/08/2025	34325	Bay Alarm Company	1201366	-184.06
Bill Pmt -Check	08/08/2025	34326	Beaver, Patricia A	Spec Mtg 8.5.25 Centerville Ad ...	-25.00
Bill Pmt -Check	08/08/2025	34327	Cintas Corporation	VOID: wrong amount 22228100	0.00
Bill Pmt -Check	08/08/2025	34328	City of Redding West Central Landfill	0275803-5	-984.38
Bill Pmt -Check	08/08/2025	34329	Computer Logistics Corp	June 2025 IT Service	-371.25
Bill Pmt -Check	08/08/2025	34330	Condor Earth Technologies	Project #6793A Risk Manageme...	-3,115.00
Bill Pmt -Check	08/08/2025	34331	Fasteners Inc	373	-41.80
Bill Pmt -Check	08/08/2025	34332	Fickes, Beverly	Spec Mtg 8.5.25 Centerville Ad ...	-25.00
Bill Pmt -Check	08/08/2025	34333	Happy Stop Market		-2,961.90
Bill Pmt -Check	08/08/2025	34334	J.F. Shea Construction, Inc.	Acct #144318 Sand -Coyote Ln	-471.24
Bill Pmt -Check	08/08/2025	34335	JR Martin & Associates		-5,365.00
Bill Pmt -Check	08/08/2025	34336	Les Schwab	Dist -Backhoe Trailer Tire	-173.23
Bill Pmt -Check	08/08/2025	34337	Napa Auto Parts	1931	-25.15
Bill Pmt -Check	08/08/2025	34338	Pace Analytical Services LLC	28-100128	-1,720.95
Bill Pmt -Check	08/08/2025	34339	Pace Engineering	Project 1748.06 2026 Watershe...	-1,026.50
Bill Pmt -Check	08/08/2025	34340	Pace Supply Corp		-103.07
Bill Pmt -Check	08/08/2025	34341	RCAC -Loan Fund BWP Grant	1140-CCCSD-02	-8,575.78
Bill Pmt -Check	08/08/2025	34342	Rental Guys	Poplar Ave Excavator/Bucket R...	-569.60
Bill Pmt -Check	08/08/2025	34343	Underground Service Alert of N.CA	133391	-1,497.47
Bill Pmt -Check	08/08/2025	34344	USB - Water Payments	14-06-200-489-A-P	-3,160.00
Bill Pmt -Check	08/08/2025	34345	Valley Pacific	C850335	-131.88
Bill Pmt -Check	08/08/2025	34346	AT&T	WTP	-419.00
Bill Pmt -Check	08/08/2025	34347	Underground Service Alert of N.CA	133391	-492.18
Bill Pmt -Check	08/08/2025	34348	USB - Water Payments	14-06-200-489-A-P	-8,786.70
Bill Pmt -Check	08/08/2025	34350	Cintas Corporation	22228100	-347.09
Bill Pmt -Check	08/11/2025	Auto Paid	Pacific Gas & Electric	WTP 10620 Page Bar Rd	-4,373.83
Bill Pmt -Check	08/11/2025	Auto Paid	Pacific Gas & Electric	WTP - Pond 10620 Page Bar Rd	-717.36
Bill Pmt -Check	08/11/2025	34351	CVPRS	2013 Ditch Witch Title Transfer	-2,922.00

Total 8000 - Accounts Payable

-1,262,359.30

**TOTAL****-1,262,359.30**

## Clear Creek Community Services District

## Profit &amp; Loss

May through July 2025

	May - Jul 25
Ordinary Income/Expense	
Income	
11000 · Revenue - Customer Accts	
11005 · Base Rate Charge	445,590.74
11010 · Domestic Water Sales	159,091.52
11020 · Agricultural Water Sales	58,673.78
11060 · Billing Pmt Late Fee	2,015.19
Total 11000 · Revenue - Customer Accts	665,371.23
12000 · Revenue - Water Service	
12010 · Turn On Fees	1,925.00
12015 · Centerville Admin O&M	33,669.62
12025 · Interest / Investment Income	2,954.73
12035 · Backflow Maint Charge	2,528.88
12100 · Misc. Revenue	15.00
Total 12000 · Revenue - Water Service	41,093.23
13000 · Designated Revenue -Non Op	
13005 · Filter Plant Repayment Charge	61,131.15
13010 · Recycle Backwash Water Charge	2,963.24
13015 · State Loan Repayment Charge	8,078.00
13025 · WIIN Act Repayment Charge	15,186.64
Total 13000 · Designated Revenue -Non Op	87,359.03
Total Income	793,823.49
Gross Profit	793,823.49
Expense	
29000 · Supply Cost	
29005 · Water Purchase	
29010 · USBR Water Purchased	19,067.45
Total 29005 · Water Purchase	19,067.45
Total 29000 · Supply Cost	19,067.45
30000 · Water Treatment Plant	
30100 · Utilities	
30105 · WTP - PGE 8185	12,799.17
30110 · Pond - PGE 3611	1,655.43
30115 · WTP - AT&T 2316	1,266.76
30120 · WTP - AT&T 1026	472.33
30125 · Internet	165.00
30130 · Backwash Sludge Disposal - Pond	984.38
Total 30100 · Utilities	17,343.07
30140 · WTP Computer & Software	5,110.00
30170 · Supplies	418.90
30200 · WTP Repair & Maintenance O&M	34,980.16
30400 · Water Quality Analysis	2,562.10
30405 · Chemicals WTP	29,804.25
30500 · Vehicle Maintenance & Expense	
30504 · Mileage	115.29
30505 · Fuel Expense	6,655.48
30525 · GM Truck Chev Colorado - Unit 9	1,237.63
30500 · Vehicle Maintenance & Expense - Other	651.29
Total 30500 · Vehicle Maintenance & Expense	8,659.69
Total 30000 · Water Treatment Plant	98,878.17
40000 · Distribution	
40200 · Utilities	

# Clear Creek Community Services District

## Profit & Loss

### May through July 2025

	May - Jul 25
40205 · Cloverdale Rd N.Boost- PGE 4189	2,209.34
40210 · Clear Crk/HV - PGE 9574	286.21
<b>Total 40200 · Utilities</b>	<b>2,495.55</b>
40300 · Safety Equipment & Training	
40310 · Personal Safety Equipment	412.06
<b>Total 40300 · Safety Equipment &amp; Training</b>	<b>412.06</b>
40400 · Repair & Maintenance (O&M)	
40410 · USA Underground	1,989.65
40430 · Inventory/Tools	20,974.33
40440 · Water Quality Analysis - Dist	564.00
40450 · Repair & Maintenance(O&M)-Other	1,401.42
40400 · Repair & Maintenance (O&M) - Other	24,686.03
<b>Total 40400 · Repair &amp; Maintenance (O&amp;M)</b>	<b>49,615.43</b>
40500 · Vehicle Maintenance & Expense	
40510 · Ram PU 2019 - Unit 1	1,340.14
40515 · Ford F350 2016 - Unit 3	146.84
40520 · Chevy PU 2017 - Unit 5	571.15
40535 · Chevy PU 2015 - Unit 10	492.04
40540 · Chevy PU 2016 - Unit 11	913.36
40545 · Bobcat /Backhoe	173.23
40550 · Ford ranger 2008 - Unit 2	1,477.66
40555 · Ditch Witch Vac Trailer	895.00
40500 · Vehicle Maintenance & Expense - Other	0.00
<b>Total 40500 · Vehicle Maintenance &amp; Expense</b>	<b>6,009.42</b>
<b>Total 40000 · Distribution</b>	<b>58,532.46</b>
41000 · Wells & Booster Station	
41100 · Utilities	
41105 · Wells 1 & 2 - PGE 2671	759.15
41110 · Well #3 - PGE 2838	4,969.37
41115 · So. Booster - AT&T 2121	17.72
41120 · So. Booster - Internet	165.00
<b>Total 41100 · Utilities</b>	<b>5,911.24</b>
<b>Total 41000 · Wells &amp; Booster Station</b>	<b>5,911.24</b>
50000 · Administration/ General	
50100 · Utilities	
50110 · 2 Outdoor Lights - PGE 3564	43.66
50120 · Verizon - On-call Cell Phone	155.90
50130 · Answering Service	1,261.00
50135 · Telephone - TDS	713.75
<b>Total 50100 · Utilities</b>	<b>2,174.31</b>
50200 · Office Supplies	
50205 · Janitorial supplies	192.62
50200 · Office Supplies - Other	1,584.67
<b>Total 50200 · Office Supplies</b>	<b>1,777.29</b>
50310 · Advertising & Public Notices	2,302.87
50320 · Meal & Reimbursements	513.84
50400 · Insurance	
50415 · Auto, Property & Liab Insurance	17,150.57
<b>Total 50400 · Insurance</b>	<b>17,150.57</b>
50500 · Special & Professional Services	
50504 · Accounting Services (non-audit)	5,495.00
50510 · Director Fees	1,280.01

## Clear Creek Community Services District

## Profit &amp; Loss

May through July 2025

	May - Jul 25
50515 · Server & Computer Maintenance	
50517 · Software Subscriptions	2,371.36
50515 · Server & Computer Maintenance - Other	4,459.21
Total 50515 · Server & Computer Maintenance	6,830.57
50520 · Legal	1,045.00
50525 · Engineering	21,114.00
50530 · Equipment Maintenance & Lease	1,051.21
50535 · Building & Ground Maint.-Office	
50536 · Waste Management	762.95
50535 · Building & Ground Maint.-Office - Other	613.71
Total 50535 · Building & Ground Maint.-Office	1,376.66
50540 · OPEB Valuation & Actuarial	6,850.00
50500 · Special & Professional Services - Other	668.11
Total 50500 · Special & Professional Services	45,710.56
50700 · Regulatory	
50705 · Water District Regulatory Fees	
50715 · Risk Management Plan	4,905.75
50725 · LAFCO Expense	5,342.40
Total 50705 · Water District Regulatory Fees	10,248.15
50900 · Testing & License Fees	212.93
Total 50700 · Regulatory	10,461.08
51400 · Employee Benefits	
50410 · JPIA - Workers Comp	4,847.51
51405 · Vision, Dental,	2,619.41
51415 · UNUM-Disability, Life, Accident	3,948.82
51440 · CalPERS Retirement Contribution	19,106.14
51450 · Boot Allowance	100.00
51455 · Uniform & Service	2,661.67
Total 51400 · Employee Benefits	33,283.55
51600 · Retiree Benefits	
51605 · Retiree Health Benefit - Direct	22,636.77
51600 · Retiree Benefits - Other	225.00
Total 51600 · Retiree Benefits	22,861.77
52000 · Interest Expense	
52005 · RCAC Loan Interest (dump truck)	372.98
Total 52000 · Interest Expense	372.98
53000 · Customer Accounts & Billing	
53015 · Supplies	
53020 · Postage	4,153.46
53025 · Billing Supplies & Materials	6,256.00
Total 53015 · Supplies	10,409.46
53016 · Meter Reading/ License	1,712.28
53030 · Chargebacks, NSF, Acct Refunds	-37.10
Total 53000 · Customer Accounts & Billing	12,084.64
50000 · Adminstration/ General - Other	145.00
Total 50000 · Adminstration/ General	148,838.46
50319 · Training & Professional Develop	1,020.00
60000 · Payroll Expense -Salary & Wages	
60100 · Payroll Exp - Administration/GM	41,461.17
60200 · Payroll Exp - Distribution	89,218.15



## Clear Creek Community Services District

## Profit &amp; Loss

May through July 2025

	May - Jul 25
60300 · Payroll Exp - Water Treatment	76,182.39
60500 · Payroll Exp - Customer Accts	32,307.32
<b>Total 60000 · Payroll Expense -Salary &amp; Wages</b>	<b>239,169.03</b>
80000 · Grants	
80010 · Backwash Pond Grant D2202015	
80011 · Engineering	76,101.07
80012 · Materials and Equipment	962,516.81
80013 · RCAC Loan Interest - BWPGrant	12,916.83
80015 · Backwash Ponds Grant Reimb	-8,552.55
80010 · Backwash Pond Grant D2202015 - Other	-712,608.00
<b>Total 80010 · Backwash Pond Grant D2202015</b>	<b>330,374.16</b>
<b>Total 80000 · Grants</b>	<b>330,374.16</b>
<b>Total Expense</b>	<b>901,790.97</b>
<b>Net Ordinary Income</b>	<b>-107,967.48</b>
<b>Net Income</b>	<b>-107,967.48</b>



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

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## MEMO

**Date:** August 20<sup>th</sup> 2025  
**To:** Board of Directors  
**From:** Interim General Manager – Jim Wadleigh  
**Re:** **4 – Drought Planning & Water Shortage Policy**

---

### Background:

The District's water supply is vulnerable to drought conditions, and effective water use restrictions are necessary to ensure reliable service and compliance with state mandates. Staff have prepared a draft Drought Planning and Water Shortage Policy that outlines water shortage stages, associated conservation measures, and enforcement mechanisms.

The policy is intended to:

- Provide a clear and enforceable framework for managing water shortages.
- Align with State of California Urban Water Management Plan requirements and drought emergency regulations.
- Protect the integrity of the District's water system and ensure fair and consistent application of restrictions.

### Discussion:

The draft Drought Planning and Water Shortage Policy includes the following key elements for Board consideration:

1. **Water Shortage Stages** – Multi-stage framework based on supply conditions and state directives.
2. **Use Restrictions** – Specific conservation measures applicable at each stage (e.g., outdoor irrigation limits, car washing restrictions).
3. **Enforcement** – Penalties for violations, including notices, fines, and possible service restriction.
4. **Administrative Process** – How the General Manager will declare, adjust, or terminate drought stages based on supply conditions.

The Board's input is specifically needed on:

- **Penalty Structure** – Amount and escalation of fines for noncompliance.
- **Exemptions** – Potential exemptions for health, safety, or essential uses.
- **Stage Triggers** – Whether to rely solely on reservoir levels and supply forecasts or also incorporate regional drought declarations.

Staff will integrate the Board's direction into a proposed ordinance to be considered for first reading at the next regular meeting. Adoption of the ordinance will formalize the policy and provide enforceable authority.

**Fiscal Impact:**

Implementation of the Drought Policy may require staff time for monitoring, public outreach, and enforcement. Fine revenue, if any, will offset administrative costs.

**Recommendation:**

Staff recommend that the Board review the attached draft Drought Policy and provide input on its provisions. Feedback received from the Board will be incorporated into a revised version of the policy, which will be brought back in September for consideration and approval, along with the related ordinance.

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**CLEAR CREEK COMMUNITY SERVICES DISTRICT**  
**DROUGHT PLANNING**  
**AND**  
**WATER SHORTAGE POLICY**

**SEPTEMBER 2025**

CLEAR CREEK COMMUNITY SERVICES DISTRICT  
5880 OAK STREET, ANDERSON, CA 96007

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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 Clear Creek Community Services District hereby adopts the following regulations and restrictions on the delivery and consumption of water through this plan by **Ordinance 2025-.**

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 conditions 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 Clear Creek CSD by means of information on the District's official website.

## **Section III: Public Education**

The Clear Creek Community Services District 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 Clear Creek Community Services District 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 will be shared with applicable regional water planning area(s) and posted on our website after adoption.

## **Section V: Authorization**

The Clear Creek Community Services District 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 Clear Creek Community Services District 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 Clear Creek Community Services District 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 Clear Creek Community Services District. 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 Clear Creek Community Services District.

**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, right-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 Clear Creek Community Services District 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:

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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”.

<b>Response Stage</b>	<b>Estimated Water Shortage Range*</b>	<b>Trigger</b>	<b>Response Action**</b>	<b>Termination Action</b>
<b>Stage 1</b> WATCH	Up to 10%	USBR ALLOCATION ANNOUNCEMENT 90% TO 100% OF NORMAL	10% REDUCTION THROUGH VOLUNTEER CUSTOMER REDUCTION AND WATER AWARENESS EDUCATION	CONDITIONS CEASE TO EXIST FOR A PERIOD OF 30 DAYS
<b>Stage 2</b> WARNING	Up to 20%	USBR ALLOCATION ANNOUNCEMENT OF 80% TO 90% M&I AND 45% AGRICULTURAL	20% REDUCTION & PRICING SURCHARGES/PENALTIES FOR USAGE ABOVE A BASELINE YEAR ALLOTMENT	CONDITIONS CEASE TO EXIST FOR A PERIOD OF 30 DAYS
<b>Stage 3</b> ACUTE	Up to 30%	USBR ALLOCATION ANNOUNCEMENT OF 70% TO 80% M&I AND 25% AGRICULTURAL	30% REDUCTION & PRICING SURCHARGES/PENALTIES FOR USAGE ABOVE A BASELINE YEAR ALLOTMENT	CONDITIONS CEASE TO EXIST FOR A PERIOD OF 30 DAYS
<b>Stage 4</b> CRITICAL	Up to 40%	USBR ALLOCATION ANNOUNCEMENT OF 60% TO 70% M&I AND 10% AGRICULTURAL	40% REDUCTION & PRICING SURCHARGES/PENALTIES FOR USAGE ABOVE A BASELINE YEAR ALLOTMENT	CONDITIONS CEASE TO EXIST FOR A PERIOD OF 30 DAYS
<b>Stage 5</b> EMERGENCY	Up to 50%	USBR ALLOCATION ANNOUNCEMENT OF 50% TO 60% M&I AND 0% AGRICULTURAL	50% REDUCTION & PRICING SURCHARGES/PENALTIES FOR USAGE ABOVE A BASELINE YEAR ALLOTMENT	CONDITIONS CEASE TO EXIST FOR A PERIOD OF 30 DAYS
<b>Stage 6</b> CATASTROPHIC	> 50%	USBR ALLOCATION ANNOUNCEMENT OF LESS THAN 50% M&I AND 0% AGRICULTURAL	50% & 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 Clear Creek Community Services District 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 Clear Creek Community Services District Board of Directors, or designee, shall notify the public by means of at least one of the following Methods:

- Social Media
- 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

Public Safety Contacts:

The Clear Creek Community Services District 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	Telephone	Email
Fire Department	Matt Busher	530-357-2345	
Partnering Water Systems	General Manager Chris Muelbacher	Centerville 530-246-0680	
County Office of Emergency Services	Sheriff Michael Johnson	530-245-6000	
County Environmental Health Specialist	Jim Whittle	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	303-236-5376 303-236-4622	
Mutual Aid Contact / CalWarn Contact	Jim Wollbrink		Jim.Wollbrink@gmail.com

*\*Groundwater Sustainability Agency*

Support Services Contacts:

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

<b>Organization or Department</b>	<b>Name &amp; Position</b>	<b>Telephone</b>	<b>Email</b>
Water Operator	BILL PALMAYMESA, CHIEF OPERATOR	530-638-1616	
Back-up Water Operator	Brandon Anderson	530-227-5616	
Electric Utility Co	PG&E	800-743-5000	
Electrician	John Rossie	530-339-2842	
Water Hauler	Axner Excavating	530-222-0539	
Bottled Water Vendor	Primo Brands	800-492-8377	
Storage Tank Vendor	Pace Supply	855-306-5689	
Emergency Shower Vendors	Pace Supply	855-306-5689	
Well Pump Technician	J&J Pumps	530-222-3390	
Well Drilling Company	J&J Pumps	530-222-3390	
Community Service Partners	Centerville CSD	530-246-0680	

## 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 Clear Creek Community Services District's Board of Directors in a regular or special session. All Response Actions are enacted when a stage is declared; however, the Clear Creek Community Services District 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 pipes or faulty sprinklers shall be repaired within five 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 refilling 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 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):

- Social Media
- 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 Clear Creek Community Services District's Board of Directors in a regular or special session. All Response Actions are enacted when a stage is declared; however, the Clear Creek Community Services District 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):

- Social Media
- 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 Clear Creek Community Services District's Board of Directors in a regular or special session. All Response Actions are enacted when a stage is declared; however, the Clear Creek Community Services District 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 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:

- Social Media
- 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 Clear Creek Community Services District's Board of Directors in a regular or special session. All Response Actions are enacted when a stage is declared; however, the Clear Creek Community Services District 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 Clear Creek Community Services District'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):

- Social Media
- 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 Clear Creek Community Services District's Board of Directors in a regular or special session. All Response Actions are enacted when a stage is declared; however, the Clear Creek Community Services District 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 Clear Creek Community Services District'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 for 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):

- Social Media
- 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 Clear Creek Community Services District's Board of Directors in a regular or special session. All Response Actions are enacted when a stage is declared; however, the Clear Creek Community Services District 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 the 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):

- Social Media
- 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 Clear Creek Community Services District 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, duplexes, mobile home parks, etc.*) shall be allocated as follows:

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

### Commercial Customers

A monthly water allocation shall be established by the Clear Creek Community Services District 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 Clear Creek Community Services District 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 Clear Creek Community Services District'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):

- Social Media
- 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

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 Clear Creek Community Services District 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 are 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 administer fines 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 and/or turn off the water supply.
- (d) Other as appropriate determined by the Clear Creek Community Services District's Board of Directors.

## Section XII: Variances

The Clear Creek Community Services District 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 conditions 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 Clear Creek Community Services District within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the Clear Creek Community Services District 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.

### **Section XIII: Filtration Plant Production Reporting**

Filtration plant production is recorded daily and compiled into monthly totals. These figures are submitted to the General Manager for inclusion in the monthly water report to the Bureau of Reclamation. Additionally, the data is used to calculate billing for Centerville Community Services District, based on its share of the filtration plant capacity utilized during the previous month.

During periods of declared water shortages, production data is reported on a weekly basis to the General Manager. This allows for timely comparison and analysis against historical usage during normal conditions. The objective is to ensure that Centerville Community Services District remains within its targeted usage threshold for the specific drought period.

If usage exceeds the established targets, the General Manager will report the discrepancies to the Clear Creek Community Services District's Board of Directors. The Board will then initiate corrective actions to bring usage back in line with the drought management goals. These actions may include, but are not limited to:

- Implementation of conjunctive use programs
- Water transfers from other agencies
- Activation of other available supply stabilization tools

### **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 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 meets the requirements of subdivision (e) of the California Water Code Section 10631.

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

**Date Approved:** September 17, 2025, Ordinance 2025-XX  
**Prior Amendment Date:** January 2010, Ordinance 2010-01  
**Approved By:** Board of Directors  
**Indicative Time for Review:** Every 5 years



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

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## MEMO

**Date:** August 20<sup>th</sup> 2025  
**To:** Board of Directors  
**From:** Interim General Manager – Jim Wadleigh  
**Re: 5 – General Manager Employment Agreement** (Discussion/Approval)

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### **5 – General Manager Employment Agreement** (Discussion/Approval)

#### **Background:**

On July 21, 2025, the Board held a special meeting in closed session to conduct interviews for the position of General Manager. Following the interviews, the Board returned to open session and reported that staff was directed to proceed with contract negotiations with the selected candidate.

Staff has completed negotiations and prepared a draft employment agreement reflecting the terms discussed with the candidate and consistent with District policies and applicable law.

#### **Discussion**

The proposed employment agreement outlines the duties, compensation, benefits, and other terms of employment for the new General Manager. The draft agreement provides for an annual salary of \$135,000 for the current fiscal year, along with standard benefits afforded to the District employees, and outlines the terms and conditions of employment.

A copy of the proposed agreement is attached for Board review. Approval of the agreement will formally appoint the selected candidate as General Manager, effective September 8, 2025.

#### **Fiscal Impact**

The cost of the General Manager position is included in the FY 25-26 budget. The proposed compensation package is within the salary range authorized by the Board.

#### **Recommendation**

Approve the attached employment agreement with Dale Mancino for the position of General Manager, and authorize the Board Chair to execute the agreement on behalf of the District.

#### **Attachments**

- Draft General Manager Employment Agreement

EMPLOYMENT AGREEMENT  
FOR  
GENERAL MANAGER OF THE CLEAR CREEK COMMUNITY SERVICES DISTRICT

This Employment Agreement ("Agreement") made and entered into this \_\_ day of August 2025, by and between the Clear Creek Community Services District (hereinafter referred to as "Employer" or "CCCSD") and Dale Mancino (hereinafter referred to as "Employee" or "Mr. Mancino"), who understand as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of Dale Mancino as General Manager; and

WHEREAS, it is the desire of Employer to provide certain benefits, establish certain conditions of employment and to set working conditions of Employee; and

WHEREAS, Employee desires to accept employment as General Manager; and

NOW, THEREFORE, in consideration of the above recitals and of the mutual promises and conditions in this Agreement and for other valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

Section 1. General Manager Duties

Employee agrees to perform the functions and duties of the position of General Manager, and any additional duties as may be assigned by the Board from time to time. A general description of the duties and responsibilities of the General Manager is attached to this Agreement and is incorporated herein by this reference as **Exhibit A**. Employee shall be responsible for performing the statutorily required duties of a General Manager of a Community Services District, as set forth in California Government Code Section 61051, which provides as follows:

- (a) The implementation of the policies established by the board of directors for the operation of the District.
- (b) The appointment, supervision, discipline, and dismissal of the District's employees, consistent with the employee relations system established by the Board of Directors.
- (c) The supervision of the District's facilities and services.
- (d) The supervision of the District's finances.

Section 2. Term of agreement

Employment shall commence on September 8, 2025, and continue until terminated by either Employee or Employer in accordance with the terms of this Agreement or as otherwise provided by law.



Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, subject only to the provisions set forth in Section 5 of this Agreement. Similarly, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with the Employer, subject only to the provisions set forth in Section 5 of this Agreement.

### Section 3. Place of Employment

Unless the parties agree otherwise in writing, during the employment term Employee shall perform the services he is required to perform under this Agreement at Employer's offices, located at 5880 Oak Street, Anderson, California, provided, however, that Employer may from time to time require Employee to travel temporarily to other locations on Employer's business.

### Section 4. Devotion to District Business and Hours of Work

The General Manager position is a full-time position. Therefore, except as otherwise provided herein, Employee shall not engage in any outside business, educational, professional, or other activities, whether for compensation or otherwise, that would conflict or materially interfere with performance of the General Manager duties without written prior approval from the Board of Directors. As a full-time position, Employee's work schedule shall generally be consistent with the normal business hours adopted by the CCCSD and those additional hours necessary to fulfill the obligations of General Manager, including being available to attend all necessary meetings during evenings and weekends. During his employment, Employee shall devote such time, interest, and effort to the performance of this Agreement as may, in the view of Employer, be fairly and reasonably necessary.

Exempt Status. The General Manager position is designated as an exempt executive position under the federal Fair Labor Standards Act (FLSA) and applicable California wage and hour laws. As such, Employee is not eligible for overtime compensation or compensatory time off. The annual salary set forth in Section 6 constitutes full payment for all hours worked in the performance of the General Manager's duties.

### Section 5. Termination

Employee understands and expressly agrees that he serves in the General Manager position at the will and pleasure of the Board of Directors and that he may be terminated or asked to resign from that position at any time by the Board of Directors, without cause, for any reason or for no reason, as further provided for in this Agreement.

The employee may leave the services of the District in good standing prior to the termination of this agreement. The employee must submit a written notice of resignation or retirement to the Board at least Sixty (60) days in advance of effective date of employee's planned resignation or retirement.

## Section 6. Salary compensation

Starting September 8, 2025, Employer agrees to pay Employee a base annual salary of \$135,000, including benefits described in this Agreement, payable in installments at the same time and in the same manner as other employees of the District are paid, for the performance of the duties and obligations of General Manager.

On the first anniversary of this Agreement, the base salary shall be increased to generally reflect the cost-of-living adjustments (COLA) provided to District staff, along with a modest performance-based increase, unless otherwise determined by the Board of Directors. Employer shall review Employee's Base Salary and benefits then being paid to Employee not less frequently than every 12 months. Following such review, the Board of Directors may in its sole discretion increase (but shall not be required to increase) Employee's Base Salary or any other benefits.

## Section 7. Relocation Reimbursement

The District shall reimburse Employee for reasonable and necessary relocation expenses, including moving household goods, temporary lodging, and travel, up to a maximum of \$5,000. Reimbursement will be provided upon submission of appropriate receipts and documentation, subject to review and approval by the Board. This reimbursement is a one-time benefit and not part of Employee's regular compensation.

## Section 8. Termination for Cause

Without limiting Employer's ability to terminate the employment of Employee for no cause, Employer may terminate this Agreement at any time without notice if Employee commits any material act of dishonesty, discloses confidential information, is guilty of gross carelessness or misconduct, unjustifiably neglects his duties under this Agreement, or acts in any way that has a direct, substantial, and adverse effect on Employer's reputation, as determined by the Board in its sole discretion.

## Section 9. Effect of no-cause termination on Salary:

On 60 days' prior written notice, Employer may terminate Employee without cause, provided, however, that Employer reserves the right to terminate Employee's employment immediately and provide 60 days' pay in lieu of notice to Employee. If Employee's employment is terminated under this Section, Employee shall receive payment for all accrued salary, vacation time, and benefits under benefit plans of Employer through the Termination Date, which for purposes of this Section shall be the date specified in the notice from Employer. After the Termination Date, Employer shall not pay to Employee any other compensation or payment of any kind, including severance or payment in lieu

of notice. Except as otherwise provided in this Section, all benefits provided by Employer to Employee under this Agreement or otherwise shall cease as of the Termination Date.

#### Section 10. Retirement, Health & Welfare, Holidays, Vacation, Leave & other Benefits

Employer agrees to provide Employee ability to participate in all employee benefit programs and plans applicable to other management employees of the District. Further defined in this section, additional compensation and benefits as provided to other management employees of the CCCSD. In addition, Employee shall receive the following benefits:

- A. Pension. Employer offers membership in the California Public Employees' Retirement System (CalPERS) under the PEPRA Miscellaneous 2% at 62 retirement formula. The District will make the employer contributions as required under its contract with CalPERS. The employee is responsible for the employee contribution, which is the current rate published by CalPERS for CCCSD PEPRA members and will be deducted through payroll withholding. The District will pay the remaining balance of the CalPERS contribution, if any, on behalf of the General Manager.
- B. Health and Welfare. The District will provide medical (health), dental and vision coverage for Employee and his immediate, eligible family, at level of coverage substantially the same as other management employees. The employee will be responsible for a percentage of the monthly premium as is District policy, and the District will pay the other portion. The employee may, at his discretion opt out of medical, dental and vision coverage (CCCSD health insurance benefits), if so, the employee will receive a "health allowance" equivalent to one half (1/2) of the District monthly contribution portion if the employee did participate as non-pension compensation.

If the District continues to participate in the CalPERS health program (PEMHCA), the District will pay the PEMHCA Minimum Employer Contribution (MEC) for any eligible retiree who elects to continue coverage. The District reserves the right to modify or discontinue its participation in PEMHCA or any other health benefit program at its sole discretion, subject to applicable laws.
- C. Holidays, Vacation, Leave. The Employee will be entitled to paid holidays in accordance with the District's established holiday schedule – 11 paid holidays per year. The Employee will be entitled to bereavement leave, jury duty leave and other leave required by law and in accordance with the District's leave policies.

Vacation: Employee shall accrue annual vacation leave, based on the following years of service:

- 10 days per year – for the first 3 years

- 15 days per year – for 4<sup>th</sup> through 9<sup>th</sup> year
- 18 days per year – for 10<sup>th</sup> through 15<sup>th</sup> year
- 25 days per year – Thereafter

Administrative Leave: The General Manager employee receives an additional lump sum of annual administrative leave (executive leave) of 40 hours per year and will expire at the end of each year and will not carry over to the following year. Up to 20 hours is usable for the first 6 months of employment. Unused administrative leave will have no cash value to Employee. A year is defined as a calendar year.

- D. Sick Leave. The employee will accrue sick leave at a rate of 13 days per calendar year for sick leave purposes with a cap on accumulation of 60 days. No cash out of sick leave at separation of employment.
- E. Group Life Insurance. Employee will be provided with a \$100,000 life insurance policy. The District will pay the full monthly premium for Employee.

#### Section 11. Other Obligations of the District

- A. Office, Supplies, Business Expenses. District agrees to provide the General Manager employee with an office, suitable office and computer equipment, supplies and other such facilities and services commensurate with the General Managers position in order to facilitate the performance of his duties. Mr. Mancino may receive reimbursement for expenses incurred in the performance of the District's business at the approval of the Board of Directors.
- B. Professional Development Activities and District representative. District agrees to budget for and pay for travel, meals, accommodations, registration and other expenses of the General Manager for conferences, seminars and such other occasions as are reasonably necessary for Employee to fulfill his duties as General Manager to represent the District and to further Employee's professional growth and advancement. Conferences and seminars may include but are not limited to those sponsored by the Association of California water agencies (ACWA), the ACWA-Joint Powers Insurance Agency (ACWA-JPIA), and the California Special Districts Association, California Rural Water Association. The General Manager shall exercise fiscal responsibility in pursuing these activities, ensuring they remain within the District's approved budget and that staff also have equitable access to development opportunities. The General Manager will notify and communicate with the Board in advance regarding attendance at conferences or other events requiring time away from the District.

## Section 12. Performance Review

Employee's initial performance evaluation shall occur on or about September 8, 2026, approximately one year from the date of hire. Thereafter, Employee shall receive an annual performance evaluation on or before September 30 of each year.

As part of each evaluation, Employee shall report on progress made toward achieving the goals and priorities established by the Board of Directors. The Board shall prepare a written evaluation for both the initial and subsequent annual reviews.

The Board of Directors may, at its sole discretion, conduct additional performance evaluations at any time. Any adjustment to Employee's salary following a performance evaluation shall be determined solely at the discretion of the Board and is not guaranteed.

## Section 13. Employee's Representations

Employee represents and warrants that he is not restricted, contractually or otherwise, from entering into this Agreement. Employee further warrants that he has the qualifications previously represented to Employer, including any required licenses or certifications.

## Section 14. General Provisions

- A. This Agreement contains the entire agreement between the parties and supersedes all prior or contemporaneous oral and written agreements, understandings, commitments, and practices between them, including all prior employment agreements, whether or not fully performed by Employee before the date of this Agreement. Without limiting the generality of the foregoing, except as provided in this Agreement, all understandings and agreements, written or oral, relating to Employee's employment by Employer or Employer's payment of any compensation or provision of any benefit in connection therewith or otherwise are hereby terminated and shall be of no future force or effect. Employee represents and warrants that Employee is not relying on any representations made before or outside of this Agreement. No oral modifications, express or implied, may alter or vary the terms of this Agreement. No amendments to this Agreement may be made except by a writing signed by the Board and Employee. No employee or supervisor of Employee is authorized to alter or vary the terms of this Agreement except by written agreement by the Board. Any representations contrary to this Agreement, express or implied, written or oral, made after the date of this Agreement are hereby disclaimed.
- B. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired

or invalidated thereby.

- C. This Agreement shall be governed by the laws of the State of California. Employee and the District agree that venue for any dispute shall be in Shasta County, California.
- D. The parties acknowledge that they understand the significance and consequences of this Agreement. The parties also acknowledge that they have been given full opportunity to review and negotiate this Agreement and execute it only after full reflection and analysis, and that they have had an opportunity to review this document and its application and meaning with their respective attorneys and advisors. This Agreement shall not be interpreted against the party who prepared the initial draft because all parties participated in the drafting of this Agreement by having ample opportunity to review and submit suggested changes or corrections for incorporation into the final version of this Agreement.
- E. Employee may not assign this Agreement in whole or in part.
- F. If any legal proceeding is necessary to enforce or interpret the terms of this Agreement or to recover damages for breach of this Agreement, the prevailing party shall be entitled to reasonable attorney fees as well as reasonable costs and disbursements (including expert witness fees), in addition to any other relief to which the prevailing party may be entitled.
- G. Any notice required or permitted under this Agreement shall be in writing and may be given by personal delivery, confirmed email, or by registered or certified mail, postage prepaid. Notices to the Board of Directors shall be delivered to the District's principal place of business, addressed to the Board, and may also be provided by email to each Board member's official District email address. Notices to Employee shall be delivered in the same manner and, if mailed, addressed to Employee at their most recent home address on file with the District. For the purposes of determining timeliness, notice shall be deemed received: (a) on the date of confirmed personal delivery or email transmission, or (b) three business days after the date of mailing, if sent by registered or certified mail.
- H. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written understandings. Any amendment or modification must be in writing and signed by both parties. This Agreement shall be binding upon, and shall inure to the benefit of, the Employee's heirs, executors, administrators, and permitted assigns.

Section 15. Effective Date

This Agreement shall be effective on August \_\_\_\_, 2025.

In Witness Whereof, Employer and Employee have signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

EMPLOYER:

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Dale Mancino

---

Scott McVay  
Board of Directors, Chair

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Terry Lincoln  
Board of Directors, Member

## **EXHIBIT A**

### **TO EMPLOYMENT AGREEMENT General Manager Job Description & Duties**

The General Manager serves as the Chief Executive Officer of the District and is accountable to the Board of Directors. It should be noted that the General Manager may sub-delegate a function delegated to him/her by the Board. However, the General Manager still retains responsibility to ensure that any sub-delegated function is carried out appropriately. Where functions are delegated to the general manager to perform on behalf of the Board, it is important for the Board to ensure there are policies in place to guide the decision making. The Board should keep policies guiding the delegated decisions under regular review. The General Manager represents the District in a manner to facilitate the District's operations.

The position provides policy guidance to the Board of Directors and management staff; and is responsible for implementation and enforcement of all District ordinances, policies, and procedures, the conduct of all financial and human resources activities and the efficient and economical performance of the District's operations. The General Manager provides highly responsible and complex administrative support to the Board of Directors.

#### **Responsibilities:**

- Provide executive leadership for all District functions, including water operations, finance, administration, and public engagement, under the direction of the Board of Directors.
- Provide leadership and direction to staff, fostering a positive and collaborative work environment. Support staff development through training, mentorship, and performance feedback, with a focus on maintaining high employee engagement and retention.
- Serve as Secretary to the Board of Directors, ensuring the preparation, distribution, and retention of agendas, minutes, and official records in compliance with the Brown Act and other applicable laws.
- Develop and implement short- and long-term goals, and adjust plans as needed to respond to the operational and strategic needs of the District.
- Plan, develop, and implement organizational policies and strategic goals in alignment with Board direction and District priorities.
- Prepare reports and budget forecasts in collaboration with appropriate staff, and present financial and operational updates as required by the Board or regulatory agencies. Coordinate departmental activities to ensure efficient and effective District operations.
- Review and analyze budget requests to identify potential cost savings or efficiencies, and allocate operating and administrative budgets in alignment with District priorities.
- Proactively seek out and evaluate grant opportunities to support infrastructure improvements and other District needs. Prepare and present potential grant applications



to the Board for consideration and authorization, emphasizing funding strategies that advance long-term sustainability and service reliability.

- Oversee the annual performance review process for all employees by working through direct supervisors. Ensure consistency, accountability, and professional development across all departments.
- Conduct regular one-on-one meetings with all staff to assess workplace well-being, fostering open communication and early identification of support needs.
- Implement the policies established by the Board for the operation of the District.
- Appoint, supervise, discipline, and dismiss the District's employees, consistent with the employee relations system established by the Board.
- Oversee the planning, operation, and maintenance of the District's facilities and delivery of services to ensure reliability, efficiency, and regulatory compliance.
- Provide executive oversight of the District's financial operations, including budgeting, accounting, rate management, and financial reporting, in coordination with staff and direction from the Board.
- All other duties necessary and by direction of the Board of Directors.



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

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## MEMO

**Date:** August 20<sup>th</sup> 2025  
**To:** Board of Directors  
**From:** Interim General Manager – Jim Wadleigh

**Re: 6 – Amendment No. 2 to Consulting Services Agreement with Wadleigh Management – Reinstatement of Services Effective October 1, 2025 – (Discussion/Action)**

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### **6 – Amendment No. 2 to Consulting Services Agreement with Wadleigh Management – Reinstatement of Services Effective October 1, 2025 – (Discussion/Action)**

#### **Background:**

On May 21, 2025, the Board approved Amendment No. 1 to the Consulting Services Agreement with Wadleigh Management, suspending the agreement effective April 25, 2025, due to the Consultant's appointment as Interim General Manager.

With the transition to a permanent General Manager effective September 8, 2025, the District again requires consulting support for grant-related efforts and may also benefit from the option of targeted assistance in specific administrative and operational areas as priorities arise. Staff proposes reinstating the agreement effective October 1, 2025, and clarifying the scope to allow the General Manager to allocate consulting hours among both grant-related services and limited administrative/operational support tasks, based on District priorities.

#### **Discussion**

Amendment No. 2 will:

- Reinstates the Consulting Services Agreement effective October 1, 2025.
- Expands Exhibit A to allow the General Manager to direct consulting hours to either grant services or additional tasks such as project/program management, compliance tracking, meeting preparation, and coordination with agencies and contractors.
- Maintains the existing monthly retainer of \$825 for up to seven (7) hours of service per month and the annual not-to-exceed total of \$9,900.

This adjustment provides flexibility to address District priorities without increasing compensation or exceeding the original budgeted hours. All work will remain under the General Manager's direction, and any hours beyond the monthly cap will require prior written approval at the existing hourly rate.

#### **Fiscal Impact**

Funding for consulting services is included in the FY 25-26 budget. No budget amendment is required at this time.

#### **Recommendation**

Approve Amendment No. 2 to the Consulting Services Agreement with Wadleigh Management to reinstate services effective October 1, 2025, and authorize the expanded scope within the existing compensation structure, as directed by the General Manager.

**Attachments**

- Original Consulting Services Agreement (dated February 27, 2025)
- Amendment No. 1 (approved May 21, 2025)
- Proposed Amendment No. 2

## **Amendment No. 1 to Consulting Agreement**

**This Amendment No. 1** (“Amendment”) to the Consulting Agreement dated February 27, 2025 (“Agreement”) is made and entered into as of May 21, 2025, by and between **Clear Creek Community Services District** (“District”) and **Wadleigh Management** (“Consultant”), collectively referred to as the “Parties.”

### **Recitals**

WHEREAS, the Parties entered into a Consulting Agreement dated February 27, 2025, under which Consultant provides grant-related and strategic consulting services;

WHEREAS, Consultant assumed the role of Interim General Manager for the District effective **April 25, 2025**, and has not performed consulting services under the Agreement since that date;

WHEREAS, the Parties desire to suspend the Agreement to avoid any potential conflict of interest and to preserve the option of resuming services at a future date.

### **Agreement**

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

**1. Suspension of Services.**

The Agreement is hereby suspended effective April 25, 2025. No consulting services shall be performed, nor compensation accrued, from that date until the Agreement is reinstated in writing.

**2. Compensation.**

Consultant shall retain full compensation for services performed through April 25, 2025, in accordance with the terms of the Agreement.

**3. Future Reinstatement.**

The services provided under this Agreement are considered a priority to the District and are anticipated to support key strategic and funding goals moving forward. The Agreement may be reinstated at the discretion of the District’s General Manager upon written notice to the Consultant, without further Board action unless otherwise required by policy.

**4. No Waiver.**

This suspension shall not be deemed a termination of the Agreement and shall not affect the validity of any provisions that survive suspension or termination, including confidentiality provisions.

**5. Ratification.**

Except as specifically amended herein, all other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

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**WADLEIGH MANAGEMENT**

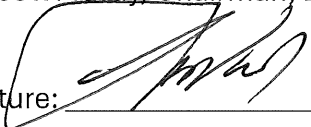
By: James Wadleigh, Owner

Signature: \_\_\_\_\_

Date: 5-21-25

**CLEAR CREEK COMMUNITY SERVICES DISTRICT**

By: Scott McVay, Chairman, Board of Directors

Signature: \_\_\_\_\_

Date: 5-21-2025

# CONSULTING AGREEMENT

## PARTIES

This Consulting Agreement (hereinafter referred to as the "**Agreement**") is made and entered into as of the 27<sup>th</sup> day of February, 2025 (the "**Effective Date**"), by and between **Wadleigh Management**, located at 15915 Evergreen Rd., Cottonwood, CA 96022 ("**Consultant**"), and **Clear Creek Community Services District**, located at 5880 Oak Street, Anderson, CA 96007 ("**District**") (collectively referred to as the "Parties").

## CONSIDERATION

The Parties agree that the Consultant will provide the services attached hereunder, whereas the District will in return provide compensation for such services and expertise. Consultant assumes that District is in good standing and eligible for any grants or funding opportunities for which Consultant's services are being provided. It is the responsibility of the District to ensure that they meet all eligibility requirements, including but not limited to compliance with any relevant laws, regulations, and financial standing. Consultant shall not be held liable for any issues arising from District's ineligibility for grants or funding opportunities.

## 1. SERVICES

Consultant agrees to provide grant expertise, grant writing, and grant research consulting services as further described in **Exhibit A – "Description of Services."**

Consultant may engage subcontractors to perform specific tasks under this Agreement, provided that:

District Approval – Consultant shall obtain prior written approval from the District before subcontracting any portion of the services.

Responsibility – Consultant shall remain fully responsible for the performance of all services, including those performed by subcontractors, and shall ensure that subcontractors comply with all terms of this Agreement.

Compliance – Any subcontractor engaged shall be qualified, properly licensed (if required), and bound by confidentiality and security provisions at least as strict as those in this Agreement.

Costs – Consultant shall bear all costs associated with subcontracting unless otherwise agreed upon in writing by the District.

Approval shall not be unreasonably withheld, and the District shall provide a written response to any subcontracting request within ten (10) business days of receipt.

## 2. TERM

The term of this Agreement shall commence on the Effective Date, which is the date of execution by both Parties, and shall continue for a period of twelve (12) months unless terminated earlier in accordance with **Section 4 – "Termination."**

This Agreement may be extended beyond the initial term upon mutual written agreement of the Parties.

### 3. COMPENSATION

District agrees to pay Consultant for the Services provided under this Agreement as specified in **Exhibit B - "Compensation."**

Monthly Retainer: District agrees to pay Consultant a monthly retainer fee of eight hundred twenty-five dollars (\$825) for up to seven (7) hours of service per month. Hours may be flexibly allocated across months as needed, provided the total does not exceed eighty-four (84) hours per year or the annual not-to-exceed amount of nine thousand nine hundred dollars (\$9,900). Additional services beyond this scope will be billed separately at a rate of one hundred twenty-five dollars (\$125) per hour with prior written approval. Any modifications to compensation, service hours, or other terms related to Consultant's scope of work must be agreed upon through a written instrument signed by both Parties before taking effect.

### 4. TERMINATION

For Cause: Consultant may terminate this Agreement upon a **thirty (30) day written notice** if the District breaches any material term, including failure to make timely payments.

Cause by District: The District may terminate this Agreement if the Consultant fails to provide the deliverables as specified in **Exhibit A- "Description of Services"** or otherwise materially breaches this Agreement.

Without Cause: Either party may terminate this Agreement without cause upon **sixty (60) days' written notice** to the other party.

### 5. CONFIDENTIALITY AND INFRASTRUCTURE SECURITY

#### 5.1 Confidential Information

Consultant acknowledges that, in the course of performing services under this Agreement, they may have access to **confidential, proprietary, or sensitive information** related to the District's **operations, infrastructure, security measures, financial data, and strategic planning** (collectively, "Confidential Information"). Consultant agrees to treat all such information as strictly confidential and to use it solely for the purpose of fulfilling their obligations under this Agreement.

#### 5.2 Protection of Critical Infrastructure Information

Consultant acknowledges that certain information regarding the District's water supply systems, treatment facilities, pipelines, security measures, and emergency response plans may be classified as **Critical Infrastructure Information (CII)** under federal and state laws. Consultant agrees to comply with all applicable laws and regulations related to the protection of such information and shall not disclose, disseminate, or otherwise make such information available to any third party without the District's **prior written consent**.

#### 5.3 Non-Disclosure and Limited Use

Consultant shall not disclose, directly or indirectly, any Confidential Information to any third party, except:

- As required by law or legal process (with prior notice to the District, if permitted);
- With prior written consent from the District; or

- To employees or subcontractors of Consultant who **need to know** such information for the performance of this Agreement, provided they are bound by confidentiality obligations at least as stringent as those contained herein.

#### 5.4 Security Measures

Consultant shall take **all reasonable precautions** to protect Confidential Information, including but not limited to:

- Secure storage of electronic and physical documents;
- Restricted access to Confidential Information on a need-to-know basis; and
- Compliance with any security protocols specified by the District.

#### 5.5 Return or Destruction of Information

Upon termination of this Agreement, or upon written request by the District, Consultant shall promptly **return or securely destroy** all Confidential Information in their possession, including any copies, notes, or summaries, unless retention is required by law.

#### 5.6 Survival

The obligations set forth in this section shall survive **the termination of this Agreement** for a period of **five (5) years**, or as otherwise required by law.

### **6. INDEMNIFICATION**

Consultant agrees to indemnify, defend, and hold harmless the District from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the performance of Consultant's obligations under this Agreement.

### **7. RELATIONSHIP BETWEEN THE PARTIES**

The Parties agree and acknowledge that the Consultant is an independent contractor where the Consultant provides the services hereunder and acts as an independent contractor. Under no circumstances shall the Consultant be considered an employee.

This Agreement does not create any other partnership between the Parties.

The Parties agree and understand that this Agreement is not exclusive and that the Parties are entitled to enter into other similar agreements with other parties.

Consultant agrees to act in a professional and positive manner at all times during the term of this Agreement. Consultant shall not engage in any conduct or make any statements that could reasonably be expected to harm the reputation, standing, or goodwill of the District. In all communications, dealings, and activities undertaken on behalf of the District, Consultant shall act with integrity, honesty, and in the best interests of the District.

### **8. CONSULTANT'S REUSE**

The Consultant may retain and use copies of Work Product (excluding all confidential information) for reference and as documentation of experience and capabilities.

### **9. ERRORS AND OMISSIONS**

Consultant shall use reasonable care and skill in providing the services under this agreement. District agrees to promptly notify Consultant of any errors or omissions discovered, and



Consultant shall make reasonable efforts to correct such errors or omissions at no additional cost to the District.

## **10. NOTICES**

All notices and other communications required under this Agreement must be in writing, and must be made via email, personal service or United States mail, postage prepaid.

When effective: A notice or other communication that is e-mailed is effective when sent provided the sender receives an acknowledgement from the intended recipient (i.e. return receipt, return e-mail, or other written acknowledgement). A notice or other communication that is personally serviced is effective when personally delivered. A notice or other communication that is mailed is effective 3 business days after deposit in the United States mail.

To Whom Given: All notices and other communications between the parties regarding this Agreement or a specific Task Order must be given to the individuals identified in the Task Order. All notices and other communications between the parties regarding this Agreement must be given to the individuals identified below using the appropriate contact information for giving the notice:

To the Consultant:

Jim Wadleigh  
Wadleigh Management  
15915 Evergreen Rd.  
Cottonwood, CA 96022  
[Jim@Wadleigh.Management](mailto:Jim@Wadleigh.Management)

To the District:

Paul Kelley  
Clear Creek Community Services District  
5880 Oak Street  
Anderson, CA 96007  
[Paul.Kelley@clearcreekcsd.org](mailto:Paul.Kelley@clearcreekcsd.org)

## **11. DISPUTE RESOLUTION**

Any dispute, controversy, or claim arising out of or relating to this agreement, including the breach, termination, or validity thereof, shall be resolved through good faith negotiations between the parties. If the parties are unable to resolve the dispute through negotiations within thirty (30) days of written notice of the dispute, the parties agree to mediation administered by a mutually agreed-upon mediator located in Shasta County, California. The costs of mediation shall be shared equally by the parties.

If mediation is unsuccessful in resolving the dispute, the parties agree that any legal action or proceeding arising out of or relating to this agreement shall be brought exclusively in the state or federal courts located in Shasta County, California. Each party hereby submits to the jurisdiction of such courts for the purpose of any such legal action or proceeding and waives any objection to venue or inconvenient forum.

The prevailing party in any legal action or proceeding arising out of or relating to this agreement shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such action or proceeding.

## **12. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

## **13. MISCELLANEOUS**

Entire Agreement: This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

Amendments: This Agreement may be amended or modified only by a written instrument executed by both parties. As such, any amendments made by the Parties will be applied to this Agreement.

Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Assignment: Neither party may assign this Agreement without the prior written consent of the other party.

Waiver: The waiver by either party of any breach of this Agreement shall not operate as a waiver of any subsequent breach.

[Signature page to follow.]

**IN WITNESS WHEREOF**, the Parties hereby agree to the terms and conditions set forth in this Agreement and have caused this Agreement to be executed by their respective duly authorized representatives and is demonstrated throughout by their signatures below and initials on each Exhibit:

**CONSULTANT**

Wadleigh Management

James Wadleigh, Owner

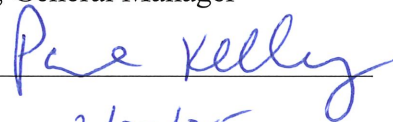
Signature:  \_\_\_\_\_

Date: 3-3-25

**DISTRICT**

Clear Creek Community Services District

Paul Kelley, General Manager

Signature:  \_\_\_\_\_

Date: 2/27/25

**Attachments:**

**Exhibit A – “Description of Services”**

**Exhibit B – “Compensation”**

## Exhibit A – “Description of Services”

Consultant shall provide the following services:

**1. Grant Research & Strategy Development**

- Identify and prioritize grant opportunities aligned with District needs.
- Develop a strategic funding roadmap for future applications.
- Research and identify low-interest loan options as needed.

**2. Grant Writing & Application Assistance**

- Prepare and submit grant applications for identified opportunities.
- Provide one free grant application within the first year of the agreement (up to 40 hours of effort, separate from the 7-hour monthly allocation).
- Gather preliminary materials, such as cost estimates and eligibility analyses, for additional grants.
- Coordinate with grant program administrators.
- Coordinate with other entities and District consultants, business partners, and stakeholders, as required.

**3. Grant Administration & Reporting**

- Guide the District through post-award requirements.
- Assist with compliance documentation and fund disbursement tracking.
- Administration of grant awards will be made by executimng a new agreement or by amending this agreement.

**4. General Consultation**

- Provide ongoing grant advice and support for District projects, including infrastructure planning and financial strategy.
- Serve as an on-call resource for emergency funding needs.

Deliverables:

1. Organize District projects/needs into a grant pipeline that prioritizes funding opportunities based on deadlines, feasibility, and alignment with the district’s needs.
2. Create a Master Grant Calendar bsd on the best information available, including internal preparation timelines.
3. Develop a grant template library to save the District time and effort when applying for multiple grants.
4. Streamline the grant process be clearly defining the roles and responsibilities between the District, Consultants and District Partners.
5. Identify overlapping requirements to group similar grants, creating one shared document.
6. Work in Batches:
  - a. Batch 1: Pre-Work (under normal circumstances, 2-3 months before the deadline)
  - b. Batch 2: Draft Application (under normal circumstances, 1 month before the deadline)
  - c. Batch 3: Review & Submission (under normal circumstances, 2 weeks before deadline)
7. Monitor & follow up on grant applications
8. Review progress & adjust strategy quarterly

Initials:   
Consultant 

District 

## **Exhibit B – “Compensation”**

### **Compensation:**

District shall pay Consultant a monthly retainer fee of **eight hundred twenty-five dollars (\$825)** for up to 7 hours of service each month as provided under this Agreement.

District shall remit payment no later than the **10th day** of the every month. Payments shall be made via check or electronic transfer to the Consultant’s designated account.

### **Late Payments**

If payment is not received within **20 days** after the due date, a late fee of **.83% per month (10% yearly)** may be applied to the outstanding balance.

### **Payments to Consultant:**

The Parties agree that all payments are to be made Consultant via check, made to “WADLEIGH MANAGEMENT” and sent to:

Wadleigh Management  
Attn: Jim Wadleigh  
15915 Evergreen Rd.  
Cottonwood, CA 96022

Initials:

Consultant \_\_\_\_\_

District   *R*

## **Amendment No. 2 to Consulting Agreement**

### **(Reinstatement of Agreement)**

**This Amendment No. 2** (“Amendment”) to the Consulting Agreement dated February 27, 2025, as previously amended by Amendment No. 1 on May 21, 2025, is made and entered into this 20<sup>th</sup> day of August, 2025, by and between **Clear Creek Community Services District** (“District”) and **Wadleigh Management** (“Consultant”), collectively referred to as the “Parties.”

### **Recitals**

WHEREAS, the Parties previously agreed to suspend the Consulting Agreement effective April 25, 2025, pursuant to Amendment No. 1;

WHEREAS, the District now desires to reinstate the Agreement so that the Consultant may resume providing services;

NOW, THEREFORE, the Parties agree as follows:

### **Agreement**

#### **1. Reinstatement of Agreement**

The Consulting Agreement is hereby reinstated effective October 1, 2025, with all terms, conditions, and compensation provisions resuming as originally agreed, unless otherwise modified in this or future amendments.

#### **2. Flexible Hour Allocation**

Section 3 of the Agreement shall read in its entirety:

#### **3. COMPENSATION**

District agrees to pay Consultant for the Services provided under this Agreement as specified in **Exhibit B - “Compensation.”**

Monthly Retainer: District agrees to pay Consultant a monthly retainer fee of eight hundred twenty-five dollars (\$825) for up to seven (7) hours of service per month. Under this Agreement, unused hours from any previous month may be applied to subsequent months, provided that the total annual hours and the annual not-to-exceed amount of \$9,900 are not exceeded. In addition, the General Manager may direct the Consultant to perform hours in excess of the current month’s allocation by pulling hours forward from future months, provided that the total annual hours and the annual not-to-exceed amount of \$9,900 are not exceeded. This flexibility allows consulting resources to be concentrated during periods of higher workload and correspondingly reduced during periods of lower workload, without increasing the overall cost of the Agreement. Additional

services beyond this scope will be billed separately at a rate of one hundred twenty-five dollars (\$125) per hour with prior written approval. Any modifications to compensation, service hours, or other terms related to Consultant's scope of work must be agreed upon through a written instrument signed by both Parties before taking effect.

3. **Amendment to Exhibit A – Description of Services**

Exhibit A is amended to add the following subsection under “General Consultation”:

**5. Additional Administrative & Operational Support**

In addition to grant research, writing, and administration services described above, Consultant may provide limited administrative and operational support to the District to assist with:

- Project management for ongoing District initiatives;
- Compliance tracking and reporting (may be non-grant related);
- Assistance with board packet preparation, meeting coordination, and follow-up;
- Coordination with regulatory agencies, consultants, and contractors; and
- Other short-term administrative tasks as directed by the General Manager or Board.

All such additional services shall be performed within the monthly retainer hours described in Exhibit B, unless otherwise authorized in writing by the District pursuant to Section 3 of the Agreement.

4. **No Other Changes.** Except as expressly modified by this Amendment, all other terms, conditions, and provisions of the Consulting Agreement, as previously amended, shall remain in full force and effect.

**WADLEIGH MANAGEMENT**

By: Jim Wadleigh, Owner

Signature: \_\_\_\_\_

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

**CLEAR CREEK COMMUNITY SERVICES DISTRICT**

By: Scott McVay, Chairman, Board of Directors

Signature: \_\_\_\_\_

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



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

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## MEMO

**Date:** August 20<sup>th</sup> 2025  
**To:** Board of Directors  
**From:** Interim General Manager – Jim Wadleigh

**Re: 7 – Formation of Community Advisory Committee – Proposition 21 Rate Study (Discussion/Action)**

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### 7 – Formation of Community Advisory Committee – Proposition 21 Rate Study (Discussion/Action)

#### **Background:**

Clear Creek Community Services District is initiating a Proposition 218-compliant rate study to evaluate and recommend adjustments to water service rates. The rate study will assess revenue requirements, cost-of-service allocations, and rate design to ensure long-term financial sustainability while maintaining fairness and compliance with state law. Engaging the community early and consistently is a best practice for successful Proposition 218 processes. A Community Advisory Committee will provide a structured forum for ratepayer input, improve transparency, and help ensure that the proposed rate adjustments are clearly understood before the Proposition 218 notice and protest period begins.

#### **Discussion**

The proposed CAC would serve as an advisory body to the Board, meeting periodically during the rate study to review project milestones, provide feedback on study assumptions, and assist in communicating key information to the community.

#### Proposed Structure:

- **Membership:** 5–7 members, representing residential, commercial, agricultural, and other customer classes, as well as at-large members.
- **Appointment:** Members to be appointed by the Board following a public solicitation of interest.
- **Term:** The CAC will dissolve upon completion of the Proposition 218 rate adoption process.
- **Meetings:** Staff anticipates 3–4 meetings over the course of the study, facilitated by the rate study consultant and District staff.
- **Role:** Advisory only; final rate study recommendations and decisions remain with the Board of Directors.

The formation of the CAC will demonstrate the District's commitment to transparency and community engagement and is anticipated to build trust and understanding among ratepayers during process.

#### **Fiscal Impact**

The formation of the CAC will require minimal direct cost to the District, primarily staff time and meeting materials.





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## **MEMO**

**Date:** August 20<sup>th</sup> 2025  
**To:** Board of Directors  
**From:** Interim General Manager – Jim Wadleigh  
**Re:** **8 – Directors Request to Withdraw from Planning and Steering Committee**

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### **Background:**

Director Pam Beaver has requested to withdraw from their position on the Planning and Steering Committee, effective August 20, 2025.

### **Impact:**

- Vacancy on the Planning and Steering Committee.
- Committee Chair and/or Board will need to identify a replacement per bylaws.

### **Recommendation:**

That the Board accept the withdrawal and initiate the replacement process.

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## **MEMO**

**Date:** August 20<sup>th</sup> 2025  
**To:** Board of Directors  
**From:** Interim General Manager – Jim Wadleigh  
**Re:** 9 – General Manager Report August 2025

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### **General Manager Report**

#### **RCAC Update:**

The Rural Community Assistance Corporation (RCAC) has informed us that they are approximately six months out from being able to begin work on the Proposition 218 process for our District. In the meantime, staff will begin preparing background materials, data, and outreach plans so we can move forward efficiently once RCAC is ready to start.

#### **Grant Update:**

I have been in contact with several agencies and organizations regarding potential grant opportunities for the District. As of October 1st, when my grant consultant agreement is reinstated, I will be able to move full speed on grant applications. There appear to be a number of strong opportunities available, and I am optimistic about the district's ability to secure substantial funding to support our projects and priorities.

#### **Operations Update – Water Line Breaks:**

The District has experienced a substantial number of water line breaks over the past month. Our crew have been doing a phenomenal job responding quickly and effectively to minimize service disruptions. Distribution Supervisor Morgan Rau has identified several strategies to streamline the process for break and leak repairs, resulting in improved efficiency and notable cost savings for the district.

#### **Administration Update:**

After significant research and the development of new procedures, our administration staff has streamlined the process for notifying customers about water service interruptions. Multiple notification methods have been added to ensure timely and effective communication. In addition, the team continues to work diligently on managing delinquent accounts, maintaining consistency in their efforts, and we are already seeing strong results.



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## MEMO

**Date:** August 20<sup>th</sup> 2025  
**To:** Board of Directors  
**From:** Interim General Manager Jim Wadleigh  
**Re:** I0 – OPS Report

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Oral report by Interim General Manager at the meeting:

### **Administration**

There are 238 Accounts that are 121+ days delinquent totaling \$85,849.30  
There were 140 Accounts that are 90-120 days delinquent totaling \$4,512.44  
There were 250 Accounts that are 60-90 Days delinquent totaling \$13,805.94  
There were 430 Accounts that are 30-60 Days delinquent totaling \$29,052.18

### **Aging Bucket Change in Account Count Change in Fees Owed**

121+ days	↓ 22%	↓ 3%
90-120 days	↓ 26%	↓ 43%
60-90 days	↓ 10%	↓ 16%
30-60 days	↓ 32%	↓ 31%

Delinquent accounts have declined across all aging categories. Accounts 121+ days past due fell 22% in count and 3% in balances owed, indicating fewer but still high-balance severe delinquencies. The 90-120-day category saw a 26% drop in count and a significant 43% reduction in balances, reflecting resolution of larger accounts in this stage. Accounts 60-90 days past due declined 10% in count and 16% in balances. Early-stage delinquency (30-60 days) showed the largest reduction in account count, down 32%, and balances, down 31%, suggesting fewer accounts are progressing into later delinquency stages.

### **WTP OPERATIONS -**

The WTP produced 691 AF of SW  
Clear Creek CSD used 472 AF of SW in July (xxx AF – M&I, -xx Ag)  
1411 AF total SW for WY 25/26  
Well Water Production- 0 AF

- Staff have been busy with routine maintenance, monitoring, and operation of the WTP. The WTP is producing 7 MGD.
- Mandatory PFAS sampling has been completed at the wells. Two of the three wells were sampled for PFAS by a grant funded team from Geosyntec. This is to comply with PFAS General Order DW-2024-0002-DDW. One of the three wells is out of service, due to an electrical issue that will require it to be pulled out of the casing and replaced.
- WTP Staff completed SCBA training. Due to the risks of chlorine gas, staff has to complete several trainings annually.
- Train# 5 filter to waste control actuator has been replaced.

- BW Pond Repair Project: Pond #2 forming has started. Concrete pouring will begin the week of August 25<sup>th</sup>.
- WTP Staff replaced a storm drain that consisted of 20ft of 1 ½" steel pipe with 3" plastic pipe. Most of the materials were re-used from other jobs.
- WTP Staff fabricated lock boxes for the Muletown Conduit cylinders that were vandalized. Someone cut the locks and dumped trash at two locations.

## **DISTRIBUTION OPERATIONS –**

### **Leak Management**

This week, we conducted several planned water leak repairs:

- Fortune Way: Affected 15 customers.
- Lassen Avenue: Impacted 1 customer.
- Des Jardins Lane: Impacted 1 customer.

Site clean-up efforts were completed on Cimmeron Trail and continued on Poplar Avenue. While the area remains wet, all stumps and brush from tree removals, along the main line have been cleared. A scheduled repair is planned for Old Country Road on Tuesday, August 19th.

### **Shut-Off Notices**

Nonpayment notifications were distributed on Thursday, August 14th. Shut offs will commence on Monday, August 18th. The list has significantly decreased from over 100 accounts to just 14 customers, making the process more efficient and less time-consuming.

### **Equipment**

We have secured a competitive rental rate for a small excavator from Sunbelt Rentals in Anderson. They offer direct weekend and emergency contact support. Spencer, the sales representative, will visit our office on Monday to discuss stocking road plates and shoring equipment rentals from their Sacramento location and assess additional support needs for emergency situations.

### **Meter Reading**

Meter reading will begin on Monday, August 18th. We have organized two large, non-overlapping routes on the North side and South side to optimize time and manpower. This approach ensures efficient completion of meter readings.

#### **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.

**“This District is an Equal Opportunity Provider”**

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