



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

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

**General Manager: Paul Kelley**

**SPECIAL MEETING: August 9<sup>th</sup> 2023 at 6:00PM: District Office Board Room  
For Planning and Steering Committee Items**

### **AGENDA**

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. OPEN TIME/PUBLIC COMMENT:** Pursuant to Gov. code S54950, persons wishing to address the Board of Directors on matters not listed on the agenda should notify the Secretary prior to the start of the meeting. To speak at this time and for any item listed on the agenda – raise your hand, and when recognized by the Chair – proceed to the podium to address the Board.

**5. CONSENT – NONE**

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

a. Policies and Procedures:

- i. General Administrative Policy (Discussion/Action)
- ii. Procurement, Competitive Bidding and Emergency Contracting Policy (Discussion/Action)
- iii. Board of Directors Compensation & Expense Reimbursement Policy (Discussion/Action)
- iv. General Manager Reimbursement Policy (Discussion/Action)
- v. Employee Travel Guidelines and Reimbursement Policy (Discussion/Action)
- vi. Surplus Property Disposal Policy (Discussion/Action)
- vii. Trespassers on CCCSD Property Policy (Discussion/Action)
- viii. Will Serve Letter Policy (Discussion/Action)
- ix. Delinquencies & Service Disconnection (shut off) policy (Discussion/Action)
- x. Other Policies

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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b. Plans

i. Capital Improvement Plan (Discussion)

**7. ADJOURN THE MEETING**

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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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## MEMO

**Date:** August 9<sup>th</sup> 2023  
**To:** Board of Directors  
**From:** General Manager – Paul Kelley  
**Re:** 6 - Old business/New Business (Discussion/Action)

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### Discussion:

#### 6.a –

The board reviewed policies and procedures as the Planning and Steering Committee over the past few meetings. In May, the Board approved updates to three policies and gave direction to bring back other Policies for review, edits, approval by the Board to continue to make as many of the District Policies current. The approved updated policies were - Water Theft policy, Fraud policy and District Vehicle Policy.

In particular the General Administrative Policy needed updating based on community, Grand Jury and other input.

Below is the list of each Policy for Board review, and edit. They can be edited and approved, or direction provided for edits that can be reviewed and approved at a future board meeting. Many thanks to District Volunteer Emily Rankin for all the work on all the policies – cover descriptions, revisions, edits and updates.

When a bulk of the Policies are updated, the District could collect all into a “District Policies handbook” for a consolidated view by Directors, staff and the community.

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### Discussion/Action:

#### 6.a.i – General Administrative Policy – (Discussion / Action)

The Board provided edits in May and in prior meetings. This draft has includes the Boards edits and direction plus some items requested at the June Meeting.

- Standing Committee list shortened and expanded descriptions.
- Community Membership on Committees.
- Officers of Board can temporarily fill committee positions.
- Ad-Hoc committees at boards discretion for specific purpose and duration.
- Minutes described as “action” minutes with recordings kept for at least 7 years.
- Updated records retention schedule.

### Recommendation:

Review, Discussion, and approve the Updated General Administrative Policies

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**Discussion/Action:****6.a.ii – Procurement, Competitive Bidding & Emergency Contracting Policy**

The Board directed staff to update the Bidding and contracting policy currently in effect that had not been updated for years. Recently the “Procurement” policy was also brought up for consideration.

Staff and District volunteer drafted the attached Policy for the Boards review, discussion, edit and direction.

The GM intends to take this draft, plus the Board’s edits and send it to the District’s Attorney for review and updates prior to final adoption.

**Recommendation:**

Review, Discussion, Provide edits, direction and/or by motion Approve the draft policy

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**Discussion/Action:****6.a.iii – Board of Directors Compensation & Expense Reimbursement Policy**

This policy was updated in 2021/22 by the board of directors and this is a confirmation, review and update of the policy.

**Recommendation:**

Review, Discussion, Provide edits, direction and/or by motion Approve the policy

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**Discussion/Action:****6.a.iv – General Manager Reimbursement Policy**

There was no previous policy, the previous GM’s fell under the MOU agreement. This policy is specific to General Manager and is in clarification to the General Manager employment agreement. For Board consideration the Board could just direct all GM Reimbursement to refer to the employment agreement, or adopt this policy in addition to the employment agreement.

**Recommendation:**

Review, Discussion, Provide edits, direction and/or by motion Approve the policy

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**Discussion/Action:**

**6.a.v – Employee Travel Guidelines & Reimbursement policy**

For Discussion and Direction – This to comply with MOU and hasn't been updated since 2000.

**Recommendation:**

Review, Discussion, Provide Direction for edits and by motion approval.

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**Discussion/Action:**

**6.a.vi – Surplus Property Disposal Policy**

For Board input and discussion and approval to update current policy. This policy has not been reviewed since 2017. There are items that need to be considered if and/or when the District decides to surplus some of the items in District ownership.

**Recommendation:**

Review, Discussion, Provide edits, direction and/or by motion Approve the policy

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**Discussion/Action:**

**6.a.vii – Trespassers on CCCSD Property Policy**

For Board input and discussion and approval to update current policy. This is short and clear. This issue was previously part of the workforce violence policy that was also re-written but now will be included in the employee handbook.

**Recommendation:**

Review, Discussion, Provide edits, direction and/or by motion Approve the policy

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**Discussion/Action:**

**6.a.viii – Will Serve Letter Policy**

For Board input and discussion and approval to have a policy, since there was no previous policy on this issue.

**Recommendation:**

Review, Discussion, Provide edits, direction and/or by motion Approve the policy

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**Discussion/Action:**

**6.a.vi – Delinquencies & Service Disconnection Policy**

The previous policy needs clarification and update.

The Staff is working hard to work through the current list of delinquent accounts and the process and shut off policy needs to be clear for staff and the customers of the District.

For Board input and discussion and approval to update current policy.

**Recommendation:**

Review, Discussion, Provide edits, direction and/or by motion Approve the policy

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**Discussion/Action:**

**6.a.x – Other Policies**

Any other Policies the Board would direct the Staff to work on?

Some policies for consideration – “Reserve Fund” Policy and “Ethics Policy” Policy

One main policy that needs updating is the “Water Shortage and Drought Policy”

The Board of Directors handbook has been updated and can be completed upon approval of the bulk of these policies.

**Recommendation:**

Review, Discussion, Provide direction

## **6.b – Plans**

### **6.b.i – CIP – Capital Improvement Plans**

The Planning and Steering Committee and staff will start working on CIP's as described in the previous meetings once most of the Policies are updates.

CIP's can help schedule needed capital projects in Treatment, Distribution and Administrative Divisions as well as determine some costs that will need to be considered in future development of rates and grant pursuits.



#####Regular “type” has been reviewed and approved several times, ***Bold & Italicized are new additions for review and approval.***#####

## **GENERAL ADMINISTRATIVE POLICIES**

**Document Type:** District General Administrative Policy

**Administering Entity:** General Manager, Board of Directors

**Date Approved:** September 20, 2023

**Last Amendment Date:** February 2022

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

**Indicative Time for Review:** Biennial

**Responsibility for Review:** General Manager, Board of Directors

## **ORGANIZATIONAL STRUCTURE**

### **Board of Directors**

Clear Creek Community Services District, hereinafter referred to as "CCCSD" is governed by its five-member Board of Directors hereinafter referred to as “The Board”, which is responsible for the oversight of the organization by:

1. Planning for the future and setting CCCSD goals
2. Establishing policies and procedures
3. Setting the budget
4. Identifying and proactively dealing with emerging issues
5. Establishing and maintaining programs and systems designed to ensure compliance with terms of contracts and grants
6. Contacting government officials regarding issues affecting CCCSD
7. Appointing a representative to ACWA/JPIA
8. Voting for members of LAFCO
9. Appointing an ESGA representative

The Board does not act in an administrative capacity. That is the responsibility of the General Manager. The Board can act by enacting ordinances, adopting resolutions and passing motions by the affirmative vote of three (3) directors.

The Board is responsible for hiring, providing an Employment Agreement and evaluating annually the General Manager, who is responsible for the oversight and management of CCCSD. The Board may prescribe the authorities and duties of the General Manager.



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

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

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

- Annually, due by April 1st of each year
- Assuming Office Statement
- Leaving Office Statement

### **Board Meetings**

***The Board of Directors shall have regularly scheduled meetings on the third Wednesday of each month at 6 pm. The regular meetings schedule can be modified by an Ordinance of the Board. The regular meetings and special meetings are held in compliance with the Brown act.***

- ***Typed Meeting Minutes will be action minutes, a record of those present to speak to the Board and motions and votes taken on items.***
- ***The meetings will be recorded. The recordings of the meetings will be kept for seven (7) years.***

### **COMMITTEE STRUCTURE**

#### **Standing Committees**

The Board of Directors shall form Standing Committees in order to assist the Board in fulfilling its responsibilities. These committees shall be composed of two Directors and ***up to two (2) Community Members*** and shall review issues for the purpose of making recommendations to the full Board. ***Officers of the Board may fill vacancies on a Standing Committee until vacancy filled.*** Standing committees of CCCSD consist of the following:

1. Agricultural Committee
2. Financial Committee
3. Planning and Steering Committee

***Every January the Board will call for applications from the Community for committee membership. They shall select up to two (2) community members to serve for a term of one (1) year on each of the Standing Committees.***

#### **Committee Responsibilities**

1. The Board's standing Agricultural Committee shall be concerned with promoting and preserving agricultural customers and assisting them with regulatory compliance, such as Annual Crop Reports. ***The Agricultural Committee shall meet a minimum of twice a year.***

2. The Board's standing Financial Committee shall be concerned with the financial management of the CCCSD, including the preparation and oversight of an annual budget, ***and the Rates and Fee Schedule***, quarterly General Ledger review and oversight of reserve accounts, ***review of the annual audit***, major expenditures and customer water rates. ***The Financial Committee shall meet a minimum of once a quarter.***
3. The Board's Standing Planning and Steering Committee shall be concerned with the formulation and oversight of plans, future capital planning and policies and updating and reviewing policies for arranging, realizing, and/or achieving CCCSD daily operations and goals. ***The Planning and Steering Committee shall meet a minimum of once a quarter.***

### **Ad Hoc Committees**

***In compliance with the Brown Act the Board may appoint an "Ad Hoc" committee when deemed necessary.***

***An Ad Hoc committee is established for a limited purpose and duration or given a specific task. When the work of the Ad Hoc committees is completed, the committee is dissolved.***

***Examples of an Ad Hoc committee could be:***

- ***To recruit a new General Manager or to resolve a personnel issue***
- ***MOU negotiations***
- ***Dedicating a new facility***
- ***Specific legislative issue***

### **Roles of the General Manager and Staff**

The Board hires the General Manager. The Board has direct oversight of the General Manager. The General Manager reports directly to the Directors on all matters at the monthly Board meeting in the General Manager Report.

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

The Water Treatment Chief Plant Operator (Supervisor of the Treatment Department) and the Distribution Supervisor (Supervisor of the Distribution Department) oversee the employees in those departments and are responsible for hiring, with approval of the General Manager, employees in that department. The Department Supervisors are responsible for evaluating employees. Each Department Supervisor shall report directly to the General Manager. The Department Supervisors are responsible for making budget requests and tracking expenditures of that department.

The General Manager oversees and manages the Administration employees.

## **Ethics and Whistleblower**

Refer to the current Ethics policy on file.

## **ACCOUNTS PAYABLE MANAGEMENT**

### **Overview**

CCCSD strives to maintain efficient business practices and good cost control. It is the policy of the District that the employee recording the assets or expenses and the related liability is independent of ordering and receiving. The amounts recorded are based on the original vendor invoice for the goods or services. The vendor invoice should be supported by an approved purchase order, where necessary and should be approved by the Department Supervisor of the department responsible for the purchase. Invoices and related general ledger account numbers are reviewed by the Bookkeeper and General Manager prior to posting to the A/P system.

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

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

### **Recording Accounts Payable**

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

Payables are processed on a semi-monthly basis. Information is entered in the system directly from the approved invoices with appropriate documentation attached. Only original invoices will be processed for payment, unless duplicated copies have been verified as unpaid by researching vendor records. Vendor statements shall not be processed for payments.

### **Timely Receipt/Approval/Payment**

All vendor invoices received, approved and supported by adequate documentation by the 5<sup>th</sup> of the month shall be paid by the 10<sup>th</sup> of that month. Invoices received, approved and supported by adequate documentation by the 20<sup>th</sup> of the month shall be paid by the 25<sup>th</sup> of that month. Except for payroll related expenses, all other invoices shall not be processed until the 10<sup>th</sup> of the following month. These timelines make preparation of the monthly financial statements by the 10<sup>th</sup> of the following month possible for presentation at the monthly board meeting.

Approval by Department Supervisors indicates their acknowledgement of satisfactory receipt of the goods and/or services, agree with the contents of the invoice, the general ledger coding and approval to pay in full. The invoices are initialed by the approving party.

### **Vendor Discounts**

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

## **Expense Reimbursement/Travel and Entertainment**

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

## **CASH DISBURSEMENTS**

### **Check Preparation**

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

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

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

### **Check Signing**

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

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

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

### **Mailing Checks**

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

### **Voided Checks and Stop Payments**

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

Stop payment orders may be made for checks lost in the mail or for other valid reasons. Stop payments are processed on-line or by telephone instruction and written authorization to the bank by accounting personnel with this authority. A journal entry is made to record the stop payment and any related bank fees.

### **Petty Cash**

It is District policy to maintain a petty cash fund for valid transactions and to periodically replenish these funds up to the authorized balance of \$300. It is the responsibility of the Administrative Assistant or Bookkeeper to ensure that the petty cash fund is always secure.

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

There should be a separate General Ledger account number for petty cash. Petty cash should be balanced at the end of the month and the cash physically counted to make sure that it balances to the General Ledger.

### **Record Keeping Associated with Independent Contractors**

CCCSO shall obtain a completed Form W-9 or equivalent substitute documentation from all vendors to whom payments are made. A record shall be maintained of all vendors whom a Form 1099 is required to be issued at year-end. Payments to such vendors shall be accrued over the course of the calendar year.

## **PAYROLL AND RELATED POLICIES**

### **Classification of Workers as Independent Contractors or Employees**

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

If an individual qualifies for independent contractor status, the individual will be sent a Form 1099, if total compensation paid to that individual for any calendar year, on the cash basis is \$600 or more. The amount reported on a Form 1099 is equal to the compensation paid to that person during the calendar year (on a cash basis). Excluded from "compensation" are reimbursements of business expenses that have been accounted for by the contractor by supplying receipts and business explanations.

### **Payroll Administration**

CCCSO produces a bi-weekly payroll. All employees have an established personnel file that is maintained with current documentation as described throughout this section. The District pays bi-weekly as described in the MOU. ~~which serves as the District Personnel Manual.~~

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

1. Employment application and resume
2. Interview questions and notes
3. Signed Offer of Employment
4. Signed Job Description
5. Signed Acknowledgment of MOU
6. Signed Acknowledgement of Employee Handbook
7. W-4 Federal Withholding Certificate
8. State Withholding Certificate
9. I-9 Employment Eligibility Verification (Filed in a separate binder)
10. Copy of valid driver's license
11. Copy of Social Security Number or Passport
12. Signed Benefit Enrollment Application
13. Signed Union Dues Enrollment/Waiver
14. Signed Acknowledgement of Social Security Windfall Elimination Provisions
15. Authorization for voluntary withholdings, direct deposit, etc.
16. Evaluations
17. Write-ups/Disciplinary Actions
18. Training Records

Documentation of all changes in payroll status shall be maintained in each employee's personnel file and in the information for the individual employee in the payroll software

### **Changes In Payroll Data**

All changes in payroll data shall be authorized in writing before implementation:

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

The appropriate Department Supervisor shall authorize new hires, terminations and changes in compensation and these changes shall be authorized in writing by the General Manager prior to implementation and will be reported in the General Manager Memo.

The individual employee shall authorize voluntary payroll deductions and changes in income tax withholding status in writing.

### **Payroll Taxes**

It is the responsibility of the Bookkeeper/Accountant or Administrative Assistant, who processes payroll, to ensure all required tax forms are properly completed and submitted and all required taxes are withheld and paid in the required timeline. Each employee shall submit a new W-4 in January of each year. Withholding of federal income taxes shall be based on the most current W-4 prepared by each employee.

### **Preparation of Timecards**

Each employee must submit signed, approved timecards no later than 9:00 am in the morning following the end of the pay period. Timecards will be prepared in accordance with the following:

1. Timecards shall reflect all hours worked and compensated hours during the pay period. The timecard should generally reflect 80 hours. The pay period runs from Friday through Thursday for a two (2) week period and is paid on the following Thursday one (1) week after the end of the pay period.
2. Both employees and Department Supervisor prior to submission must sign timecards.
3. The timecards will be reviewed by the Administrative Assistant for accuracy and confirming hours recorded, prior to entry into the system for processing payroll.
4. Timecards with corrections will be returned to the Department Supervisor to review and discuss with the employee.
5. Any changes made to the timecards after submission must be initialed by the Department Supervisor and the employee.
6. Errors corrected by the person preparing payroll shall make changes in ink by crossing out entries and writing new entries in.
7. Department, or job number coding must identify all hours worked.
8. Compensated absences such as vacation, holidays and sick leave should be clearly identified as such.

Employees who are on leave or ill on the day that timecards are due may phone or email information to the Department Supervisor or designated alternate. Immediately upon return to work the employee must sign the timecard.

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

### **Payroll Distribution**

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

In the future the CCCSD would like to implement direct deposit and strongly encourage the employees to use it, due to the efficiencies created.

## **SPECIFIC ASSET AND LIABILITY ACCOUNTS**

### **Cash Accounts**

#### **General Checking Account:**

The primary operating account provides for routine business cash disbursements, including payroll. All cash payments received either at the office or by mail are deposited to this account. Excess funds in this account are to be used as per the CCCSD Investment Policy on file.

Cash transfers are done on an “as needed” basis to cover disbursements, capital expenditures or payment on assessment district debt.

### **Bank Accounts Reconciliation**

Bank account statements are received by the 10<sup>th</sup> of the month for the preceding month. The accounts are to be reconciled by the 25<sup>th</sup> of the month. Any unusual or unexplained items should be immediately investigated and if necessary, reported to the General Manager and the Financial Committee.

Bank account reconciliations, including any adjusting journal entries resulting from preparing bank reconciliations are reviewed by two directors on an annual basis.

The bank account reconciliations should be reviewed by a person other than the employee entering the invoices and processing the checks. This applies to payroll also.

### **Stale Checks**

The District writes off uncashed checks in the amount of \$500 or less that have not cleared the bank after a six-month period. Uncashed checks in excess of \$500 and over six months old will be investigated by contacting the payee to determine the best course of action.

All stale checks written off within the same fiscal year of issue will be credited back to the expense account originally charged. Checks written off in the fiscal year subsequent to the year the check was written will be credited to the miscellaneous income account.

### **DISTRICT EQUIPMENT AND FACILITIES**

***To eliminate the District’s liability for non-work-related injuries and/or accidents and to protect the public’s investment in public property the District has the following policy:***

- 1. The utilization of District equipment and materials is authorized only for paid work-related activities***
- 2. District facilities may not be used for unauthorized activities by employees without the approval of the General Manager.***
- 3. Any violations of this policy are to be reported to the General Manager.***

### **RECORD RETENTION**

CCCSD retains records as required by law and will destroy according to the following Records Retention Schedule. The destruction of records must be approved by the General Manager or the Finance Committee and logged into the “Purged Records Log”. The record retention policy of CCCSD is by years, (\*) indicates the records are to be kept permanently. Any records not specifically mentioned in this policy shall be retained for a period of not less than two (2) years.



## **CCCSD RECORDS RETENTION SCHEDULE**

<b><u>TITLE</u></b>	<b><u>RETENTION PERIOD IN YEARS</u></b>
Accident Reports/Claims (Settled)	7
Accounts Payable Ledgers/Schedules	7
Accounts Receivable/Schedules	7
Audit Reports	*
Bank Reconciliations	3

## **CCCSD RECORDS RETENTION SCHEDULE CONTINUED**

<b><u>TITLE</u></b>	<b><u>RETENTION PERIOD IN YEARS</u></b>
Bank Statements	3
Chart of Accounts	*
Cancelled Checks	7
Contracts, Mortgages, Notes and Leases:	
Expired	7
Current	*
Correspondence:	
General	2
Legal and important matters only	*
Routine with customers and/or vendors	2
Deeds, Mortgages and Bills of Sale	*
Depreciation Schedules	*
Duplicate Deposit Slips	3
Employment application	3
Expense Analyses/Expense Distribution Schedule	7
Financial Statements:	
Year End	*
Other	7
Garnishments	7
General Ledgers/Year End Trial Balance	*
Insurance Policies (Expired)	*
Insurance Records (Policies, Claims etc.)	*
Internal Audit Reports	3
Internal Reports	3
Inventories of products, materials, supplies	7
Invoices (To Customers/From Vendors)	7
Journals	*
Minutes, Bylaws and Charters	*
<b><i>Recorded Meeting Minutes</i></b>	<b>7</b>
Notes Receivable Ledgers and Schedules	7
Payroll Records and Summaries	7
Personnel Records (Terminated)	7
Petty Cash Vouchers	3
Physical Inventory Tag	3

Property Records	*
Purchase Orders:	
District Copies	7
Other	2
Receiving Sheets	2
Retirement and Pension Records	*
Requisitions	2
Sales Records	7
Subsidiary Ledgers	7

### **CCCSD RECORDS RETENTION SCHEDULE CONTINUED**

<b><u>TITLE</u></b>	<b><u>RETENTION PERIOD IN YEARS</u></b>
Tax Returns and Worksheets, Examination Records and other	*
Documentations related to determinations of Income Tax Liability	*
Timecards	*
Training Manuals	7
Withholding Tax Statements	7

### **POLICIES**

All policies for CCCSD will be compiled into one document with an index.

Currently CCCSD has the following policies:

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



## **PROCUREMENT, COMPETITIVE BIDDING AND EMERGENCY CONTRACTING POLICY**

**Document Type:** Procurement, Competitive Bidding and Emergency Contracting Policy

**Administering Entity:** General Manager, Board of Directors

**Date Approved:** September 20, 2023

**Last Amendment Date:** January 12, 2005

**Approved By:** Board of Directors

**Indicative Time for Review:** Every 5 years

**Responsibility for Review:** General Manager, Board of Directors

### **Purpose of Policy**

To provide a broad overview of the standards and methods, which will guide the CCCSD in obtaining goods, equipment, materials and professional and technical services, including construction and capital improvements for the district.

- *California Government Code Section 54202*: requires every local agency to adopt policies and procedures, including bidding regulations, governing purchases of supplies, materials and equipment and that said purchases shall be in accordance with said duly adopted policies and procedures.
- *California Government Code Section 54204*: requires that if the local agency is other than a city or county, policies provided for in Section 54202 shall be adopted by means of a written rule or regulation, copies of which shall be available for public distribution.
- *California Public Contract Code Sections 20161 and 20162* mandate that California public works projects be competitively bid. The public works competitive bidding laws are intended to eliminate favoritism, fraud and corruption in the awarding of public

contracts. Work that is exempt from competitive bidding includes emergency work, small contracts, sole source items and specialized personal services.

This policy establishes the Board of Directors (BOD) approved policies with respect to the procurements of services and materials and for public works projects, including expenditure authorization and limits, competitive proposal and bidding requirements and general procurement procedures and Emergency Contracting. All purchases of services and materials and public works projects to be paid for by CCCSD must adhere to the authority level and dollar limits of this policy.

## **POLICY**

### **A. Fundamental Principles**

CCCSD's policy is guided by the following principles:

- Foster open competition for CCCSD contracts
- Promote economy and efficiency in CCCSD procurement activities
- Ensure adherence to proper standards of conduct by CCCSD Board Members, General Manager and employees to guard against corruption, fraud, waste and abuse
- Maintain procurement policies and procedures that ensure compliance with applicable State and Federal laws and regulations
- Establish and maintain an arm's length relationship with vendors
- Treat all prospective contractors, consultants and vendors in a fair and equitable manner
- Provide appropriate public access to contracting information

### **B. Conflicts of Interest**

No Director, General Manager, employee or agent of the CCCSD shall participate in any procedure, task or decision relative to initiation, evaluation, award or administration of a contract if a conflict of interest, real or apparent, exists. Such a conflict of interest arises when (a) the Director, General Manager, employee or agent (b) any member of his or her immediate family (c) his or her business associate or (d) an organization which employs, or which is about to employ, any of the above-described individuals has a financial or other interest in a firm that participates in a CCCSD procurement process or that is selected for an award. The standards governing the determination as to whether such an interest exists are set forth in the *Political Reform act (Section 8100 et seq of the California Government code)* and in *Sections 1090, 1091 and 1091.5 of the California Government Code*.

### **C. Procurement Authority**

- 1) BOD Authorization is required for all procurements exceeding \$25,000.
- 2) The General Manager is authorized to approve all procurements and agreements in the amount not to exceed \$25,000.

- 3) The BOD at its discretion may authorize the General Manager to approve procurements, execute agreements, amend agreements and sign change orders for specific items over \$25,000 in a regular or special BOD meeting.
- 4) All Purchase Orders regardless of the amount, if \$25,000 or under, will be approved by the General Manager.

#### **D. Methods of Procurement**

- All purchases and contracts, whether by Purchase Order (Informal Quote), RFP/Formal Bid, or RFP/Sealed Bid shall be made on a competitive basis to the greatest extent practicable.
- \$0 to \$49,999 requires Informal Quotes/Proposals
- \$50,000 to \$99,999 requires a Request For Quotes/Proposal (RFP)
- \$100,000+ requires a Request For Proposal/Sealed Bid and a Request for Qualifications (RFQ) may be included in the bid documents.

##### **Informal Quotes**

For purchases less than \$5000, quotes may be obtain through an informal process (e.g., web browsing or phone calls) and documentation of the quotes is recommended. A Purchase Order is required with complete information and prior approval by the General Manager. Purchase Orders are issued for ordering supplies, equipment and services before the purchase and not “after the fact” for work already done or materials already ordered.

For purchases of \$5000 or more, but less that \$50,000. A minimum of two (2) quotes/proposals are required. The quotes/proposals must be documented and retained on file by the General Manager. The request for quotes/proposals must be made in a consistent manner for all vendors, meaning that all vendors must receive the same information regarding specifications and requirements of the product or service. The request must also be transmitted to the vendors in a consistent manner (e.g., mail, email or verbal quote).

##### **Quotes/RFP**

For purchases of \$50,000 or more, but less than \$100,000. Quotes/Proposals shall be solicited from a minimum of three (3) vendors. A Request for Proposal (RFP) must be used to document the specifications and requirements of the product or service. The bids must be received by the vendors in written form and retained on file by the General Manager.

### **RFP/Sealed Bids**

For purchases of \$100,000 or more. A Formal RFP/Sealed Bid process is required, and contracts shall be awarded in a manner most beneficial to the CCCSD. The CCCSD shall strive to obtain the best value in awarding contracts, service agreements and purchase agreements. The following subsections specify certain procedures based on the four categories:

- Capital Improvement Projects
- Maintenance and Service Agreements
- Professional Services Agreements
- Equipment, Materials and Supplies Purchases

#### **a. Capital Improvement Projects**

Contracts, valued at \$100,000 or more, for the erection, construction, alteration, repair or improvement of any public structure, building, road, or other public improvement hereinafter referred to as "Capital Improvement Projects, (CIP), shall be subject to the formal competitive bidding procedures set forth herein unless an exception exists, or the BOD determines is not in the best interest of the CCCCD (See Section "E"). Project-specific contracts covered by this procedure shall be issued to expire upon completion of the work, unless otherwise specified in the written agreement. As required by law, registration with the Department of Industrial Relations for prevailing wage regulations is required for all CIP bidders. When the CIP is funded through a Federal Grant, the CCCSD must follow Federal procurement standards listed in the *Code of Federal Regulations Sections 200.317 through 200.326* or as required by the grant document.

##### **i. Call For Bids**

The General Manager is authorized to create a prequalified bidders list. The bidders may be prequalified on an annual basis or on a project specific basis. Notice inviting sealed bids shall be distributed to prequalified bidders or other interested parties as may be deemed beneficial by the General Manager. If there are no prequalified bidders or if the prequalified bidders list is inadequate, a notice inviting bids may be published once in a newspaper that serves the CCCSD.

##### **ii. Form of Call For Bids**

The Invitation for Bids shall contain:

- A statement as to where the plans and specifications may be obtained
- A general description of the CIP
- A statement that the CCCSD will receive sealed bids
- A statement that the contract or contracts for the CIP will be awarded to the lowest responsive, responsible bidder or bidders, but that any or all bids may be rejected

- A statement of the time and place for the opening of the sealed bids and
- Any such other information as may be required by the CCCSD or law.

A RFQ may be utilized in selecting an engineer or architect or included in the bid documents to pre-qualify general contractors. A Pre-Bid Conference may be required, if deemed necessary.

**iii. Submission of Bids**

Bids shall be submitted on forms supplied by the CCCSD and under sealed cover. Each bid shall be accompanied by cash, a certified or cashier's check or a Bid bond secured from a surety company satisfactory to CCCSD in the amount indicated within the bid documents, made payable to the Clear Creek Community Service District, as bid security.

**iv. Opening of Bids**

Bids shall be publicly opened at the time and place specified in the invitation for bids. A minimum of two members of the CCCSD staff must be present and any other pertinent individuals to be determined by the General Manager.

**v. Bid Evaluation and Acceptance**

Acceptance of any bid shall be by action of the BOD. The BOD reserves the right to waive any irregularities, to reject any or all bids, re-advertise or to proceed with the CIP or any part of it using CCCSD staff.

**vi. Bid Award**

Contracts shall be awarded to the lowest responsive and responsible bidder, which will be deemed the best value to the CCCSD. The contract shall be executed prior to beginning performance under the contract.

**vii. Relief of Bidders**

A bidder shall not be relieved of its bid, unless by the consent of the CCCSD BOD, upon a showing by the bidder to the satisfaction of the BOD that:

- A mistake was made
- The bidder gave the CCCSD written notice within five (5) business days after the opening of the bids of the mistake, specifying in the notice in detail how the mistake occurred
- The mistake made the bid materially different that the bidder intended it to be and
- The mistake was made in filling out the bid and not due to error in judgment or carelessness in inspecting the site of the work or in reading the plans or specifications.

A bidder who claims a mistake or forfeits its bid security shall be prohibited from participating in further bidding on the project on which the mistake was claimed or security forfeited.

**viii. Performance and Payment Bonds**

Any bidder to whom a contract for CIP is awarded under the CCCSD's formal competitive bidding procedures shall supply on forms satisfactory to the CCCSD, a Faithful Performance Bond in an amount equal to the total contact price.

Each bond shall be secured from a California admitted surety company that meets all State of California bonding requirements, as defined in *California Code of Civil Procedure Section 995.120* and is authorized by the State of California. Each bond shall be accompanied, upon request of the CCCSD, with all documents required by *California Code of Civil Procedure Section 995.660*, to the extent required by law.

**ix. Insurance**

Before work commences, evidence of insurance as required by the contract for CIP must be obtained, reviewed and accepted by the General Manager. A copy of the Certificate of Insurance will be provided to the BOD.

**b. Maintenance and Service Contracts**

This procedure applies to non-professional service agreements that do not involve real property. Examples include landscape maintenance, janitorial, uniform cleaning and material hauling.

- Contracts for maintenance or services shall be approved by the BOD if the total cost for the initial term of the agreement exceeds \$25,000.
- Project-specific contracts for maintenance and services covered by this procedure shall be issued to expire upon completion of the work, unless otherwise specified in the written agreement. Contracts for maintenance and services covered by this procedure shall be issued for an initial term of no more that 36 months. The General Manager may authorize a maximum of one (1) extension of 24 months for maintenance and services. Extensions to contracts or agreements valued at more than \$25,000 shall be approved by the BOD.
- Before work commences or services are rendered, evidence of insurance as required by the contract or service agreement must be obtained, reviewed and accepted by the General Manager. A copy of the Certificate of Insurance will be provided to the BOD.

**c. Professional Services Contracts**

A professional services contract is an agreement between the CCCSD and a professional service provider. Professional service providers are those entities that provide advice, opinions, or technical expertise. Examples of professional service providers include accountants, actuaries, architects, attorneys, engineers, educational trainers, financial



advisors, surveyors, etc. Depending upon the trade, these individuals may or may not hold professional licenses.

Professional services shall be selected on the basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required.

Contracts for professional services covered by this procedure shall be issued for an initial term of no more than 36 months. The General Manager may authorize a maximum of one (1) extension of 24 months for professional services. Extensions of contracts valued at more than \$25,000 shall be approved by the BOD.

**d. Equipment, Materials and Supplies Purchases**

This procedure applies to purchases of heavy equipment, vehicles, materials, supplies and other tangible goods that are not associated with services or permanent attachment to real property.

- Detailed specifications of the items must be provided to the bidders in writing.
- Brand standardization is allowable if deemed to be in the best interest of CCCSD and documented.
- In purchasing equipment or supplies that need to be compatible with existing equipment or to perform complex or unique functions, the General Manager may limit bidding to a specific product type or brand name product.
- Equipment, materials and supplies that can only be obtained from only one (1) vendor are exempt from competitive bidding.

**e. Emergency Purchases**

Emergency purchases may be made without competitive bidding when time is of the essence and shall be made only for the following reasons:

- To preserve or protect life, health or property or
- Upon natural disaster or
- To forestall a shutdown of essential services.

Since emergency purchases do not normally provide the CCCSD with an opportunity to obtain competitive quotes, sound judgement shall be used in keeping such orders to an absolute minimum. In addition, the following requirements shall apply:

- A Purchase Order will be filled out as soon as possible.
- Documentation explaining the circumstances and nature of the purchase shall be submitted to the BOD as soon as possible.
- If the emergency causes any budget line item to exceed the approved budget, it shall be the responsibility of the General Manager to obtain subsequent BOD approvals and adjustments to the budget.

- If the emergency purchase involves Force Account Work in association with a declared disaster (e.g., FEMA), detailed records of the work must be documented including scope of work, daily staff time and equipment used. Depending on the scope of the disaster, Force Account Work may involve CIP.

**f. Progress Payments for CIP**

When a contract for CIP has been approved by the BOD, the release of progress payments may be approved by the General Manager with no limit and no further BOD approval.

**g. Change Orders for CIP**

The General Manager may approve change orders for CIP, which do not exceed the original authorization by more than \$25,000. Change orders in excess of this amount or that reflect a change in the scope or nature of the project shall be submitted to the BOD.

**E. Discretion to Waive the Competitive Process**

The BOD may waive the requirements for formal competitive bidding or other procedures set forth in the Policy, when a determination is made that the best interests of the CCCSD are served thereby, and provided there is adequate documentation of the need for such materials, supplies, equipment, public works or services. These circumstances shall be evaluated on a case-by-case basis, keeping in mind the fundamental principals of procurement set forth in this Policy. The findings justifying the waiver must be documented in the record. (Also refer to Section “E” Emergency Purchases”)

**F. Audits**

Compliance with this policy is subject to review at any time by internal or external auditors. It is the responsibility of the General Manager to make sure that the procedures in this policy are followed and that records are maintained of purchase orders, bids, bid documents, contracts, change orders and any other relevant documentation and that authorized signatures are obtained.

**G. Definitions of Terms**

- “May Approve” shall mean authority to approve appropriate funding for a specific procurement
- “Capital Improvement Project” or “CIP” shall mean a project that has a value of at least \$100,000, has a lifespan of longer than one (1) year and results in the creation or revitalization of a fixed asset.
- “Change Order” shall mean any modification to an existing procurement or respective contractual document subsequent to award.
- “Competitive Bid” shall be for all procurements \$50,000 or over.

- “Contract” shall mean the legal document authorizing the procurement of services.
- “Emergency” shall mean a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property or operations of CCCSD’s facilities.
- “Forced Account Work” shall mean paid on a Time and Materials plus markup basis, where there is no signed agreement.
- “General Manger” shall mean the executive in charge of day- to- day CCCSD operations.
- “Informal Quotes” shall mean the verbal or written request for a verbal or written bid, proposal or quotation.
- “Invitation for Bids” shall mean a formal process for soliciting sealed bids from qualified prospective suppliers. Typically involves advertising the solicitation, a formal bid opening and the awarding of a contract to a responsive and responsible supplier based on price and other specified factors.
- “Pre-Bid Conference” shall mean the requirement of prospective bidders to attend a meeting at a specified location, date and time that is listed in the Invitation to Bid. It can be stated in Bid Documents that failure to attend disqualifies them as a bidder.
- “Procurement” shall mean the purchase or otherwise compensatory securing of materials, supplies, services, leases, equipment, real property, or public works services. Non-competitive bid procurements are in the amounts of \$49,999 or less.
- “Professional Services” shall mean any specially trained and experienced person, firm or corporation providing services and advice in financial, economic, accounting, engineering, information services, legal, technical, architectural or other administrative/professional matters.
- “Public Works” shall mean the erection, construction, alteration, repair, or improvement of any public structure, building, road or other improvement of any kind.
- “Purchase Order” shall mean the legal document authorizing the procurement of goods.
- “Request for Proposal” shall mean a formal solicitation for bids that involves more than just a price. Prospective suppliers submit requested information and are evaluated, and a contract awarded based on pre-established criteria.
- “Responsible” shall mean a bidder or proposer who has proper resources, technical capabilities, financial capacity to deliver materials or perform the work and any necessary licenses required.

- “Responsive” shall mean a bidder or proposer whose bid/proposal complies in all material aspects with the Invitation for Bids or Request for Proposal by the bid opening or proposal closing date.
- “Sole Source” shall mean procurement where only one viable source exists. This is usually due to legal restrictions of patent rights, a proprietary process, warranty issues, original equipment, copyrights, etc.

DRAFT



## **CCCSD DIRECTORS COMPENSATION,EXPENSE REIMBURSEMENT AND REQUIRED ETHICS TRAINING POLICY**

**Document Type:** District BOD Compensation, Expense Reimbursement & Ethics Training Requirements

**Administering Entity:** General Manager, Board of Directors

**Date Approved:** September 20, 2023

**Last Amendment Date:** September 21, 2022

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

**Indicative Time for Review:** Biennial

**Responsibility for Review:** General Manager, Board of Directors

### **Purpose of Policy**

To establish the criteria for the types of activities that constitute performance of official duties for which a CCCSD Director may receive payment and the expenses that qualify for reimbursement, the rate for such expenses and the procedure to receive reimbursement. To be in compliance with AB1234.

### **POLICY**

This policy shall be in accordance with Section §20202 of Division 10 of the California Water Code that states: "In any ordinance (policy) adopted to this chapter to increase the amount of compensation which may be received by members of the governing board of a water district above the amount of one hundred dollars (\$100.00) per day, the increase may not exceed an amount equal to 5 percent, for each calendar year following the operative date of the last adjustment, of the compensation which is received when the ordinance (policy) is adopted."

“No ordinance (policy) adopted pursuant to this chapter shall authorize compensation for more than a total of 10 days in any calendar month” or in excess of \$500.00 (per Section §20202 Division 10 of the California Water Code and in Section 5784-5784.15 of the Public Resources Code).

Consistent with the above Water Codes and Ordinance 2022-08 the Directors may receive one hundred dollars( \$100.00) per day as a daily stipend for each day’s attendance at a regular monthly BOD meeting and twenty-five dollars (\$25.00) for standing committee meetings or for each activity attended by a Director as listed in Section A below and in Exhibit “A” attached.

No other compensation outside the criteria in this policy shall be paid to Directors, unless first, a written amendment to this policy outlining other compensable activities is adopted in a public meeting.

There shall be no compensation for attending meetings or performing other duties for CCCSD on the same day as a Board of Directors (BOD) meeting prior to or following regular scheduled BOD meetings.

To conserve CCCSD resources and keep expenses within community standards for public officials, expenditures should adhere to the guidelines set forth in this policy.

The Board of Directors shall review biennial the existing compensation set forth herein and adjust accordingly, if necessary, with majority vote.

### **CCCSD DIRECTORS MAY BE COMPENSATED FOR THE FOLLOWING**

#### **A. Attendance of the following Activities**

- 1) Attendance of the regular monthly BOD meetings;
- 2) Special Meetings of the BOD;
- 3) Standing Committee Meetings of the BOD;
- 4) Meetings of an advisory body;
- 5) Conferences and organized educational activities, including, but not limited to required training i.e., Ethics Training ;
- 6) Performing required CCCSD business functions (i.e., signing checks).

#### **B. Reimbursement for Expenses**

- 1) Travel, meals, lodging and

- 2) Directors will be reimbursed for actual telephone, cellular and fax expenses incurred on CCCSD business. Telephone and cellular bills must identify which calls were made on CCCSD business.
- 3) Directors will be reimbursed for internet access connection and/or usage fees away from home if internet access is necessary for CCCSD related business. Reimbursement will not exceed the actual amount charged by the out-of-town accommodation.
- 4) To the extent that actual costs incurred in the performance of official duties are reasonable and necessary but are not otherwise defined above, the Director may be entitled to reimbursement for expenses that meet the guidelines of this policy. In any event, a Director shall not be entitled to reimbursement for any expenses to the extent they exceed the cost generally available to the public.
- 5) This policy recognizes that it is sometimes in the best interest of the CCCSD to provide meals for business guests during the conduct of CCCSD business and pre-authorizes Directors to make responsible and appropriate expenditures for that business purpose.
- 6) Other necessary and reasonable expenses.

Expenses that do not fall within the adopted travel policy or current IRS rates must be approved by the BOD, in a public meeting, before the expense is incurred by filing Exhibit "D" (except for lodging expenses at the group or government rate).

All travel expenses, even if otherwise eligible for reimbursement under this policy, must relate to a trip that has been approved in advance by the Board of Directors and under the direction of the Board of Directors.

#### C. Reimbursement Procedures

- 1) Exhibits "B" and/or "C" will be provided by CCCSD to the Directors and officers to file reimbursement requests.
- 2) The expense report must document expenses that meet the criteria in this policy.
- 3) Expense reports must be filed within sixty (60) days of incurrence and be accompanied by original receipts (unless claim is for IRS reimbursement rates only);
  - I. All expenditures, credit card expenses and expense reimbursement requests must be submitted on an expense report form provided by CCCSD.
  - II. If a request for reimbursement is not submitted within the specified timeframe, the form will not be processed for payment, subject to review for mitigating circumstances.

- III. If receipts are not available for whatever reason, expenses may be submitted with an explanation. After review, if approved, undocumented expenses will be reimbursed in accordance with IRS guidelines.
  - IV. Expense reports must document that the expense in question met the requirements of this policy. For example, the Director should explain whose meals were purchased, what issues were discussed and how those relate to the CCCSD's adopted policies and priorities.
  - V. Inability to provide such documentation in a timely fashion may result in the expense being denied for reimbursement.
- 4) Directors must provide a brief report on the meeting attended at the expense of CCCSD at the next regular meeting of the BOD, and
  - 5) Directors should keep in mind that expenditure may be subject to reporting under the Political reform Act and other laws. All CCCSD expenditures are public records subject to disclosure under the Public Records Act.
  - 6) All expenses are subject to verification that they comply with this policy.

D. Penalties for Misuse of Public Resources

- 1) Loss of reimbursement privileges;
- 2) Restitution to the CCCSD and
- 3) Civil penalties and/or criminal prosecution for misuse of public resources.
- 4) No Shows and Late Cancellation. This is meant to address the failure to attend a conference or general meeting, after expenses have been incurred for that event. Such expenses may include conference fees, prepaid hotel and airline charges. It is the Director's responsibility to ensure that any prepaid fees are fully refunded to CCCSD as a cash refund or vendor credit that can be applied within the next twelve (12) months to future registration fees, travel or lodging. Vendor credits are acceptable only when it can be reasonably assumed that the CCCSD will need to use the particular credit within that time frame. An exception may be made for emergencies. A written explanation addressing the reason(s) for non-attendance shall be attached to the expense report and submitted for Board approval at a public meeting.

E. Ethics Training Required

- 1) Because the CCCSD provides for compensation and reimbursement of actual and necessary expenses incurred by the Directors and officers, they are subject to the required training in ethics.
- 2) A minimum of two (2) hours of approved ethics training every two years is required.
- 3) For the purposes of this policy, the legislative body is the BOD.



- 4) A Director is an elected or appointed official who receives any type of compensation, salary or stipend or reimbursement for expenses incurred in the performance of official duties.
- 5) Any officer or employee designated by the Board of Directors is subject to required ethics training.
- 6) Each director must receive the required ethics training no later than one year from the first day of service with the CCCSD.
- 7) A Director who services more than one local agency shall satisfy the ethics training requirement once every two years regardless of the number of local agencies with which he/she serves, unless a Certificate of Completion is provided to CCCSD.
- 8) Approved ethics courses may be taken at home, in person or on-line.

F. Ethics Law

- A. Laws related to personal financial gain by public servants;
- B. Laws relating to claiming prerequisites of office;
- C. Government transparency laws and
- D. Laws relating to fair processes (including but not limited to common law bias prohibitions, due process requirements , incompatible offices, competitive bidding requirements for public contracts and disqualification from participating in decisions affecting family members).

G. Maintenance of Records

The Secretary to the Board of Directors shall maintain records indicating the following:

- 1) The dates that the Directors, officers, and designated employees satisfied the requirements of this policy.
- 2) The entity that provided the training and,
- 3) Notwithstanding any provision of the law, the CCCSD shall maintain these records for at least five (5) years after the Directors and officers receive training. These records are public records subject to disclosure under the California Public Records Act.
- 4) This policy must be reviewed and updated annually either by the Financial Committee or a breakoff Committee assigned by the Board of Directors.

## EXHIBIT A

### SCHEDULE OF COMPENSATION, TRAVEL, PER DIEM, LODGING AND OTHER MISCELLANEOUS NECESSARY AND RESONABLE EXPENSES

#### COMPENSATION WITH BOARD OF DIRECTORS APPROVAL\*\*:

1. Attendance of Regular Board of Directors Meetings;	\$100.00
ATTENDANCE AT OTHER COMPENSABLE ACTIVITIES INCLUDING:	
2. Other special/emergency meetings of the Board of Directors up to one hour;	\$25.00
3. Meetings of an advisory body (Committee);	\$25.00
4. Conferences and organized educational activities out of county, per diem;	\$25.00
5. Conferences and organized educational activities within County, per diem;	\$25.00
6. Ethics training as required by AB 1234;	\$25.00
7. Ralph M. Brown Act training once every two years;	\$25.00
8. Performing required District business functions out of County, per diem;	\$25.00
9. Performing required District business functions within County, per diem;	\$25.00

Although not required by law, comprehensive training in the Ralph M. Brown Act is recommended by the Joint Powers Insurance Authority for each Director.

Compensation and ethics training Government Code §53232, et seq. (on compensation). Local elected officials and key appointed officials (and management staff like general managers) are required by law to take ethics training courses (AB 1234) if the officials receive compensation or reimbursement.

(\*\*Total monthly compensation cannot exceed \$500.00 per Section 5784-5784.15 of the Public Resources Code) *attached*

*The affected Director(s) may choose to forgo any and all compensation as described above, or to receive a lesser amount than displayed above.*

#### ALL REIMBURSEMENTS:

SEE THE CURRENT IRS RATES

Director

Chair

Director

Vice Chair

Director

General Manager



Board Meeting Payable Sheet

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

Please Check one:      Special ☐ \$25.00      Regular ☐ \$100.00

Name	Signature

Please return to bookkeeper's In Box. ~ Thanks

EXHIBIT C  
**MILEAGE TRAVEL EXPENSE REIMBURSEMENT VOUCHER**  
 CEDAR CREEK COMMUNITY SERVICES DISTRICT

TRAVELER INFORMATION			
Name _____			
Home Address _____			
City _____		State _____	Zip _____
Home phone _____		Work phone _____	
		Employee? <input type="checkbox"/> Yes <input type="checkbox"/> No	

**Use this form for mileage and related expenses ONLY.** For overnight travel, meal & incidental expenses, and all other travel reimbursements, use the standard TRAVEL EXPENSE REIMBURSEMENT VOUCHER form.

**PERSONAL VEHICLE USE STATEMENT -**  
 (REQUIRED FOR VEHICLE EXPENSE REIMBURSEMENT -

Please check one:

☐ PERSONAL VEHICLE

☐ District Vehicle

MILEAGE REIMBURSEMENT		Number of Miles Traveled	Rate Allowed (\$ / mile)	Total Mileage Reimbursement (# miles X rate per mile)	PARKING AND TOLLS	TOTAL AMOUNT
Date	Points between which travel occurred					

<b>OTHER</b> - itemize below					

<b>PURPOSE OF TRIP</b> <span style="float: right;"><i>Please check one:</i></span> <input type="checkbox"/> PRESENTATION <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<b>TOTAL REIMBURSEMENT</b>
<input type="checkbox"/> CONFERENCE / WORKSHOP- Enter name of conference or workshop here: _____	
<input type="checkbox"/> OTHER (EXPLAIN) _____	

I hereby certify that expenses listed on this voucher were incurred by me on official business of the Cedar Creek CSD and include only such expenses as were necessary in the conduct of this business. These expenses have not been previously claimed. Neither have they been nor will they be presented to an organization CCCSD

Signature of Traveler \_\_\_\_\_ Date \_\_\_\_\_

I hereby certify that the travel undertaken in this reimbursement voucher has been reviewed and approved as necessary for the conduct of business

Signature of Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Signature of Approving Official for Account \_\_\_\_\_ Date \_\_\_\_\_

FOR TRAVEL OFFICE USE ONLY									
	DATE	ACCOUNT CODE							

I certify all computations are correct and that all necessary and required receipts are attached. Initial: \_\_\_\_\_

EXHIBIT D

**Request and Authorization to Travel**

CLEAR CREEK COMMUNITY SERVICES DISTRICT

**Section 1: Traveler Information**

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

Name \_\_\_\_\_

Address (street) \_\_\_\_\_

Address (apt., etc.) \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip \_\_\_\_\_

Department \_\_\_\_\_

Employment Status: \_\_\_\_\_ Employee \_\_\_\_\_

\_\_\_\_\_  
Other

Mail Stop \_\_\_\_\_ Telephone \_\_\_\_\_

**Section 2: Trip Information**

Type of Trip: \_\_\_\_\_  
\_\_\_\_\_ Training/Education

\_\_\_\_\_  
Conference \_\_\_\_\_  
Presentation \_\_\_\_\_ Other \_\_\_\_\_

Purpose/reason of

Trip: \_\_\_\_\_

Benefit to \_\_\_\_\_

Departure: Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Time: \_\_\_\_:\_\_\_\_ Return: Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Time: \_\_\_\_:\_\_\_\_

Primary Destination: City \_\_\_\_\_ State/Country \_\_\_\_\_

Other Destination: City \_\_\_\_\_ State/Country \_\_\_\_\_

**Section 3: Estimated Expenses:**

Category	Amount
Commercial Transportation	
____ Air _____ Train _____ Other _____	
Rental Vehicle: Yes _____ No _____	
Vehicle Mileage: Distance _____ Rate _____	
____ Personal _____	
Registration: Includes: _____ Meals _____ Lodging _____	
Lodging: Nights _____ Rate(w/tax) _____	
Check here if conference or host facility _____	
Meals: No. Days _____ Rate _____	
Other (specify) _____	
Total	_____

As the traveler, I certify that the above estimated expenses are reimbursable and that those for lodging and meals do not exceed the maximum amounts authorized by the Clear Creek CSD or by the sponsor.

**Section 4: Signatures**

	Dates
Request for Approval (Traveler) _____	____/____/____
Recommend Approval (Supervisor) _____	____/____/____

Approved (Approving Official) \_\_\_\_\_ / \_\_\_\_/\_\_\_\_



## **GENERAL MANAGER’S REIMBURSEMENT POLICY**

**Document Type:** General Manager’s Reimbursement Policy

**Administering Entity:** General Manager, Board of Directors

**Date Approved:** September 20, 2023

**Last Amendment Date:** N/A

**Approved By:** Board of Directors

**Indicative Time for Review:** Biennial

**Responsibility for Review:** General Manager, Board of Directors

### **Purpose of Policy**

To establish the criteria for the types of activities that constitute performance of official duties for which a CCCSD General Manager may receive payment and the expenses that qualify for reimbursement, the rate for such expenses and the procedure to receive reimbursement.

### **POLICY**

No other reimbursement outside the criteria in this policy and the General Manager’s Employment Agreement shall be paid to the General Manager, unless first, a written amendment to this policy outlining other compensable activities is adopted in a public meeting.

To conserve CCCSD resources and keep expenses within community standard for public officials, expenditures should adhere to the guidelines set forth in this policy.

## **CCCSD GENERAL MANAGERS MAY BE REIMBURSED FOR THE FOLLOWING**

### **A. Reimbursement for Expenses**

- 1) Travel, meals, lodging and
- 2) General Manager will be reimbursed for actual telephone and fax expenses incurred on CCCSD business. Telephone and cellular bills must identify which calls were made on CCCSD business.
- 3) General Managers will be reimbursed for internet access connection and/or usage fees away from the office if internet access is necessary for CCCSD related business. Reimbursement will not exceed the actual amount charged by the out-of-town accommodation.
- 4) To the extent that actual costs incurred in the performance of official duties are reasonable and necessary but are not otherwise defined above, the General Manager may be entitled to reimbursement for expenses that meet the guidelines of this policy. In any event, a General Manager shall not be entitled to reimbursement for any expenses to the extent they exceed the cost generally available to the public.
- 5) This policy recognizes that it is sometimes in the best interest of the CCCSD to provide meals for business guests during the conduct of CCCSD business and pre-authorizes General Manager to make responsible and appropriate expenditures for that business purpose.
- 6) Other necessary and reasonable expenses.

Expenses that do not fall within the adopted travel policy or current IRS rates must be approved by the BOD, in a public meeting, before the expense is incurred by filing Exhibit "B" (except for lodging expenses at the group or government rate).

### **B. Reimbursement Procedures**

- 1) Exhibit "A" will be provided by CCCSD to the General Manager to file reimbursement requests.
- 2) Exhibit "A" shall be signed by a member of the BOD.
- 3) The expense report must document expenses that meet the criteria in this policy.
- 4) Expense reports must be filed within sixty (60) days of incurrence and be accompanied by original receipts (unless claim is for IRS reimbursement rates only);
  - I. All expenditures, credit card expenses and expense reimbursement requests must be submitted on an expense report form provided by CCCSD.
  - II. If a request for reimbursement is not submitted within the specified timeframe, the form will not be processed for payment, subject to review for mitigating circumstances.

- III. If receipts are not available for whatever reason, expenses may be submitted with an explanation. After review, if approved, undocumented expenses will be reimbursed in accordance with IRS guidelines.
  - IV. Expense reports must document that the expense in question met the requirements of this policy. For example, the General Manager should explain whose meals were purchased, what issues were discussed and how those relate to the CCCSD's adopted policies and priorities.
  - V. Inability to provide such documentation in a timely fashion may result in the expense being denied for reimbursement.
- 5) General Manager shall provide a brief report on the meeting attended at the expense of CCCSD at the next regular meeting of the BOD, or in a General Manager Memo and
  - 6) General Manager should keep in mind that expenditure may be subject to reporting under the Political reform Act and other laws. All CCCSD expenditures are public records subject to disclosure under the Public Records Act.
  - 7) All expenses are subject to verification that they comply with this policy.

C. Penalties for Misuse of Public Resources

- 1) Loss of reimbursement privileges;
- 2) Restitution to the CCCSD and
- 3) Civil penalties and/or criminal prosecution for misuse of public resources.
- 4) No Shows and Late Cancellation. This is meant to address the failure to attend a conference or general meeting, after expenses have been incurred for that event. Such expenses may include conference fees, prepaid hotel and airline charges. It is the General Manager's responsibility to ensure that any prepaid fees are fully refunded to CCCSD as a cash refund or vendor credit that can be applied within the next twelve (12) months to future registration fees, travel or lodging. Vendor credits are acceptable only when it can be reasonably assumed that the CCCSD will need to use the particular credit within that time frame. An exception may be made for emergencies. A written explanation addressing the reason(s) for non-attendance shall be attached to the expense report and submitted for Board approval at a public meeting.



[illegible]

EXHIBIT B

**Request and Authorization to Travel**

CLEAR CREEK COMMUNITY SERVICES DISTRICT

**Section 1: Traveler Information**

Date:      /      /     

Name                                       
 Address (street)                                       
 Address (apt., etc.)                                       
 City:                                       
 State:                      Zip                       
 Department                                     

Employment Status:      Employee  
     Other  
 Mail Stop                      Telephone                     

**Section 2: Trip Information**

Type of Trip:      Training/Education      Conference       
     Presentation      Other     

Purpose/reason of Trip:     
  

Benefit to     
  

Departure: Date:      /      /      Time:      :      Return: Date:      /      /      Time:      :       
 Primary Destination: City                                      State/Country                                       
 Other Destination: City                                      State/Country                                     

**Section 3: Estimated Expenses:**

<u>Category</u>	<u>Amount</u>
Commercial Transportation	
<u>    </u> Air <u>    </u> Train <u>    </u> Other <u>                    </u>	
Rental Vehicle: Yes <u>    </u> No <u>    </u>	
Vehicle Mileage: Distance <u>                    </u> Rate <u>                    </u>	
<u>    </u> Personal <u>                    </u>	
Registration: Includes: <u>    </u> Meals <u>    </u> Lodging <u>                    </u>	
Lodging: Nights <u>                    </u> Rate(w/tax) <u>                    </u>	
Check here if conference or host facility <u>                    </u>	
Meals: No. Days <u>                    </u> Rate <u>                    </u>	
Other (specify) <u>  </u>	
<b>Total</b>	<u>                                    </u>

As the traveler, I certify that the above estimated expenses are reimbursable and that those for lodging and meals do not exceed the maximum amounts authorized by the Clear Creek CSD or by the sponsor                     

**Section 4: Signatures**

	<u>Dates</u>
Request for Approval (Traveler) <u>  </u>	<u>    </u> / <u>    </u> / <u>    </u>
Recommend Approval (Supervisor) <u>  </u>	<u>    </u> / <u>    </u> / <u>    </u>

Approved (Approving Official)         /      /



## **EMPLOYEE TRAVEL GUIDELINES AND REIMBURSEMENT POLICY**

**Document Type:** District Employee Travel Guidelines and Reimbursement Policy

**Administering Entity:** General Manager, Administrative Assistant

**Date Approved:** September 20, 2023

**Last Amendment Date:** May 17, 2000

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

**Indicative Time for Review:** Every Three Years

**Responsibility for Review:** General Manager, Board of Directors

### **Purpose for Employee Travel Guidelines and Reimbursement Policy**

To establish procedures for authorizing and paying expenses for employees of the CCCSD to attend conferences, seminars, meeting and other in-person events while conducting official CCCSD business in accordance with the provisions herein and the UPEC MOU dated February 2023.

### **POLICY**

Travel requests to attend conferences, seminars, meetings and other in-person events away from the worksite must be approved in advance. Generally, only the General Manger and Department Supervisors or the Administrative Assistant will attend conferences or training activities. On occasion a CCCSD Board of Director will attend these meetings, please refer to the reimbursement policy for CCCSD BOD for their reimbursement of expenses.

It is the individual employee who is responsible for the accounting of travel expenses, and they must turn in the proper documentation, along with detailed receipts in order to be reimbursed.

Expenses are allowed only for the CCCSD employee. Expenses associated with other individuals are not the responsibility of CCCSD and will not be reimbursed.

Employees traveling the day before or the day after the activity or meeting may do so during working hours, provided they take no more time than is necessary to arrive at their destination. Any additional time must be taken off their vacation time. These arrangements must be approved in advance by the General Manager.

## **DEFINITIONS**

Business travel expenses within this policy are defined to include:

- Registration fees
- Airfare
- Personal vehicle mileage
- Ground travel (e.g., commuter train, ride share, taxi, or rental car)
- Parking tolls
- Lodging
- Meals
- Service-related tips
- And other related expenses which are reasonable and customary, as applicable, to attend offsite meetings, conferences and events directly related to an employee's CCCSD work.

Ineligible business travel expenses as defined in this policy include (but are not limited to) the following:

- Alcoholic beverages
- Laundry
- Dry Cleaning or pressing of personal items
- Entertainment
- Magazines
- Newspapers

Local business travel expenses are defined as those within the State of California and 250 miles from the employee's permanent work location.

## **PROCEDURES**

1. Receive authorization for travel given by the CCCSD Board of Directors for the General Manager and by the General Manager for all other employees.
2. All Non-local travel must be approved by the CCCSD Board of Directors.
3. All Travel Authorizations Requests will be accompanied by a memorandum which will provide the following information:
  - Purpose of Request
  - Benefit to CCCSD
  - Benefit to the Employee
  - Other relevant information to substantiate travel request

4. All reimbursable expenses will be accompanied by original receipts.
5. All reimbursements will be made on a Petty Cash Form and paid in cash or check to the employee after approval.

### **TRANSPORTATION**

The means of transportation shall be determined by time and distance factors. 250 miles is considered local travel and airfare will not be reimbursed. If over 250 miles airfare can be discussed, and coach airfare and airport transportation service is considered to be adequate. Taxicabs, rideshares and rental automobiles will be approved if the circumstances justify their use. If rental automobiles become necessary for ground transportation, midsize cars, when available and suitable will be used. Use of long-term airport parking facilities is encouraged.

It is desirable that employees use a company vehicle for all out-of-town travel whenever possible.

When an approved meeting etc. is a distance of 250 miles or more from the CCCSD office, CCCSD will pay for airfare, provided it is less expensive than mileage, lodging and per diem meals for additional days necessary to travel by automobile.

### **MILEAGE REIMBURSEMENT**

Travel by personal vehicle will be reimbursed at the rate provided by IRS regulations. If one or more segments of a trip begins or ends at the employee's home, the normal commute mileage must be subtracted from the miles claims. This provision only applies to normally scheduled workdays.

When deciding economical travel methods (e.g., airplane vs. car) the cost of the method of travel chosen plus the extra meals and/or lodging costs incurred due to the longer travel time, as well as the cost of work time lost, should be taken into account by the District Manager or the CCCSD Board of Directors before approval of the travel method.

### **PER DIEM MEAL COSTS**

The UPEC MOU dated February 2023 will be used to determine the meal reimbursement maximum limits as follows, including tax and tip:

- \$10.00 for Breakfast
- \$15.00 for Lunch
- \$25.00 for Dinner
- Or a total of \$50 per day, whichever is less

Meal reimbursement should not be claimed for meals that are to be provided by the conference/event.

## **LODGING COSTS**

The most economical lodging option available should be utilized. Typically, employees will stay at the conference host hotel, however there are situations where the host hotel is fully booked, and the employee must make other arrangements. Employee safety is paramount when selecting economical lodging.

When an approved activity or meeting is a distance of 150 or more miles from the CCCSD office and begins prior to 10:00 AM, the District will pay for lodging for the night before.

When returning from an out-of-town activity or meeting, a distance of 150 or more miles from the CCCSD office, if the activity or meeting ends by 6:00 PM, the employee traveling is expected to return that night. If they choose to stay an additional night, the CCCSD will not pay for an additional night of lodging, meals, etc. If the employee has a regularly scheduled workday the next day, vacation must be requested and approved in advance by the General Manager for the missed work hours.

## **TRAVEL EXPENSE REPORT**

Within ten (10) working days after return from travel a detail listing of all travel expenses should be turned into the employee's Department Supervisor organized by the date and expense type and a Petty Cash Form should accompany the report with original receipts. No personal expenses should be turned in for reimbursement.

If the General Manager was the one traveling, the same information should be turned into the CCCSD Board of Directors for approval.



## **SURPLUS PROPERTY DISPOSAL POLICY**

**Document Type:** District Surplus Property Disposal Policy

**Administering Entity:** General Manager, Administrative Assistant

**Date Approved:** September 20, 2023

**Last Amendment Date:** October 11, 2017

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

**Indicative Time for Review:** Every Five Years

**Responsibility for Review:** General Manager, Board of Directors

### **Purpose for Surplus Property Disposal Policy**

This policy sets the authority and guidelines of disposing of surplus property belonging to CCCSD that is no longer needed or has no practical use to CCCSD any longer. The General Manager is responsible for the orderly disposition of surplus property. The disposal of CCCSD surplus property for personal gain or to benefit the interest of any person or party other than the CCCSD, including the handling or disposal of trash or junk is strictly prohibited. CCCSD employees shall not claim ownership of, give away, recover or salvage any materials abandoned, disposed of or stored on CCCSD property outside of these guidelines. This prohibition includes giving any such property or proceeds to any person or party other than for the benefit and interest of CCCSD. Nor shall they authorize any other person or party to accept, receive or take any such surplus property to benefit their own interest, except as provided herein.

### **POLICY**

The General Manager shall present a list of items to the CCCSD Board of Directors intended to be declared as surplus and shall determine the fair market value for each individual item. The list shall contain a full description of the item and the fair market value.

Items that may be declared as surplus property may include any item of CCCSD property including, but not limited to:

- Machinery
- Motor Vehicles
- Furniture
- Supplies
- Equipment, such as computers and printers, phones, cameras, scanners, monitors, etc.
- Land-the sale of land requires authorization by an Ordinance and must follow all state laws.

The General Manager may sell or otherwise dispose of such surplus property by any of the following methods:

1. **Sealed Bid or Public Auction**-the procedure for conducting a sale by these methods shall be determined by the General Manger, however the following must be included in the procedure:
  - a) At lease one (1) notice, seven (7) days before the sale, shall be posted in three (3) public places within the CCCSD area, containing a general description of the type of property to be sold and the time and place of such bid opening or auction.
  - b) The terms of all sales shall be cash.
  - c) The sale by sealed bid or auction shall be to the highest responsible bidder.
  - d) A receipt shall be given to the purchaser.

If conducting an auction, the General Manager may contract for professional auction services if deemed necessary. The minimum bid price shall be set to recover as much of the CCCSD's administrative costs as possible regarding the bid process and sale.

2. **Sale in Open Market**-For sale of surplus property in the open market, the General Manager shall investigate the condition of the market for the type of surplus item and determine the fair market value for that item, the CCCSD's administrative costs regarding advertising and related costs. The General Manger may then sell the surplus property by advertising in the most appropriate means which will bring the greatest number of potential purchasers. The following must be included in the procedure:
  - a) The sale shall be posted in three (3) public places within the CCCSD area three (3) days before the sale, containing a general description of the item to be sold and the time and place where the item may be examined and the place where the purchase price is to be paid in full and the place where the item may be picked up.
  - b) The terms of all sales shall be cash.
  - c) A receipt shall be given to the purchaser.



3. **Internet Auction Sale**-The General Manager shall determine the fair market value of surplus property and utilize an internet auction service to sell such property. The following must be included in the procedure:
  - a) Notice of sale/auction of surplus property shall be posted on CCCSD's website and at the District Office.
  - b) In all cases the minimum shall be based on fair market value plus the costs of using the auction service.
4. **Trade-In Surplus Property**-The General Manager may trade in surplus property after determining the fair market value of the item and determining the trade-in value to be reasonable, that will be applied toward the purchase of a similar type of property. Typical situations where this might apply might be the trade in of a used motor vehicle or machinery or equipment for which trade-ins are commonly permitted by the seller.
5. **Donation of Surplus Property with Minimal or No Salvage Value**-In all cases where the fair market value has minimal or no salvage value the General Manger may donate such items to other like agencies or non-profit groups and organizations with CCCSD's boundary. The General Manger shall follow these procedures:
  - Place a notice of the items to be donated on CCCSD's website
  - Provide a description of the items to be donated
  - Request that interested non-profit organizations or groups within CCCSD's boundaries call the District office and request to be put on the list for consideration of receiving the donated items.
  - Effort will be made to rotate donations equitably among the list of non-profit groups or organizations, so they same ones are not always the recipient of donated items.
6. **Sale of Unserviceable Junk or Scrap Property**-When any surplus property is deemed to be unserviceable, junk or scrap or otherwise no longer suitable for its original purpose, the General Manger shall dispose of such items by destruction, scrap, trade or sale of property at the best competitive price available.

### **PROHIBITED PARTICIPATION**

In order to avoid conflict of interest issues, as well as the appearance of any conflict-of-interest issues, no sale or other disposition shall be made hereunder to a CCCSD Director, employee, a District consultant or to any member of the immediate family of any such persons. However, the General Manger may determine, in his/her sole discretion, to permit bids and/or sales to employees in the case of items for sale of \$500.00 or less. Any such determination shall be made subject to applicable laws, rules and regulations. Such requirements include but are not limited to the restriction that any employee who participated in or otherwise influenced the determinations involved in the sale shall not be permitted to participate in said sale.

Employees violating this policy may be subject to disciplinary action in accordance with CCCSD policies.

## **NOTIFICATIONS**

The General Manager will post all surplus property items for sale on CCCSD's website in addition to the advertising requirements in the above sections.

A CCCSD Director or other interested member of the public may ask that the CCCSD Board discuss a particular surplus property item in a public meeting prior sale as long as that request is made in writing 72 hours prior to the scheduled sale and/or auction.

All property is Public Record and reported to Shasta County annually on Form 571-L Business Property statement. Make sure that the sale of surplus property is reported correctly to the county on this form.



## **TRESPASSERS ON CCCSD PROPERTY POLICY**

**Document Type:** District Trespassers on CCCSD Property Policy

**Administering Entity:** General Manager, Administrative Assistant

**Date Approved:** September 20, 2023

**Last Amendment Date:** January 20, 2018

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

**Indicative Time for Review:** Every Four Years

**Responsibility for Review:** General Manager, Board of Directors

### **Purpose for Trespassers on CCCSD Property Policy**

These guidelines are intended to minimize the District's liability for injury to others, but primarily intended to assure the safety of CCCSD's employees from Physical harm.

### **POLICY**

Periodically, CCCSD employees may encounter trespassers or unauthorized individuals at CCCSD facility sites. If such trespassers are encountered, employees should advise the trespassers that they are not permitted on CCCSD property and request that they immediately leave the property.

If they decline vacating the property, the employee should immediately contact the appropriate law enforcement agency that services the area of the facility, as well as the employee's immediate Supervisor.

Employees shall not, under any circumstance, ever attempt to physically remove trespassers from CCCSD property. In addition, employees shall not verbally address trespassers in a manner that may provoke a physical confrontation between the employee and the trespasser(s).

Do not confront armed trespassers, such as hunters or if you feel threatened by the trespasser. Call law enforcement instead.

Having “No Trespassing” or similar signs posted and maintaining fences and locked gates makes the rules easier to enforce.



## **WILL SERVE LETTER POLICY**

**Document Type:** District Will Serve Letter Policy

**Administering Entity:** General Manager, Administrative Assistant

**Date Approved:** September 20, 2023

**Last Amendment Date:** N/A

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

**Indicative Time for Review:** Every Four Years

**Responsibility for Review:** General Manager, Board of Directors

### **Purpose for Will Serve Letter Policy**

A Will Serve Letter serves as notice that the CCCSD will serve water to the real property site. Will Serve Letters are normally required by lenders to finance a project. The document is a commitment or refusal of commitment for water service.

Periodically, the CCCSD receives from a property owner a request for the CCCSD to provide to a regulatory agency a "Will Serve Letter". The letter provides notification to the regulatory agency and the applicant that the CCCSD has sufficient water and facilities available to serve and that CCCSD will serve the real property owned by the applicant subject to this policy and conditions contained in the Will Serve Letter. It is a conditional statement that as of the date of the letter, treated water supply and facilities are available to serve the proposed development project inside the CCCSD boundaries.

### **PROCEDURES**

1. Will Serve Letters will be considered by CCCSD upon receipt of a complete application that contains the location, type of service and the specific conditions under which the CCCSD will provide service. See **Exhibit "A"** application attached hereto.

2. The Will Serve Letter applicant will acknowledge in writing the receipt of the CCCSD Will Serve Policy.
3. Residential Developments of four (4) or fewer parcels may be approved by the General Manger.
4. Subdivisions and Commercial Developments must be approved by the CCCSD Board of Directors.
5. The District Manager will report on any Will Serve Letters issued by the CCCSD at the next regularly scheduled Board of Directors meeting.
6. Additionally, the District Manger will provide a report annually on the status of all issued and unexpired Will Serve Letters during the planning process for the upcoming fiscal year.
7. CCCSD will not issue a Will Serve Letter for real property which is not within the CCCSD's Sphere of Influence Boundary at the time of the request for the Will Serve Letter.
8. CCCSD will suspend the issuance of Will Serve Letters when the sum total of the estimated yearly usage of all outstanding Will Serve Letters and the estimated yearly usage of current CCCSD customers reaches one hundred percent (100%) of the CCCSD's available water.

#### **WILL SERVE LETTERS ISSUED**

CCCSD Will Serve Letters are issued to regulatory agencies consistent with this policy and on behalf of an applicant to provide an indication of the CCCSD's willingness and ability to provide water service to real property within the CCCSD's Service Boundary or to real property within the CCCSD's Sphere of Influence Boundary which is to be annexed into the CCCSD's Service Boundary. A Will Serve Letter outlines the general conditions under which the CCCSD will provide such water service. It is the CCCSD's conditional commitment to provide water service to new customers.

There are five (5) categories for Will Serve Letters to be issued for:

- Domestic Residential
- Domestic Residential for Subdivision Development
- Agricultural
- Commercial Property
- Industrial
- Public Agencies

Each category will have its own stipulations and conditions based on the project. An example letter is attached hereto as **Exhibit "B"**, some wording will need to be changed based upon the request in the application.

## **ELIGIBILITY AND CRITERIA**

1. Applications for Will Serve Letters requesting water service outside of the CCCSD's then existing Service Boundary will only be processed upon an affirmative agreement by the applicant that any will Serve Letter will be conditioned expressly upon approval of an annexation of the affected real property by the CCCSD's Board of Directors and completion at the applicant's sole cost and expense of the annexation of the real property into the CCCSD's Service Boundary through the Shasta County Local agency Formation Commission.
2. CCCSD's contract with the Bureau of Reclamation requires that water obtained through the contract be served only in the CCCSD's service area as defined by the Bureau of Reclamation. In the event that real property for which a Will Serve Letter is requested is not within the CCCSD's Service Area, the Will Serve Letter will be expressly conditioned upon obtaining Bureau of Reclamation approval for inclusion of the real property within CCCSD's Service area. Obtaining Bureau of Reclamation approval shall be at the applicant's sole cost and expense.
3. The applicant shall be given eighteen (18) months to complete the required annexation to the CCCSD's Service Boundary and the modification of the CCCSD's Service Area through the Bureau of Reclamation, following the date annexation is first approved by the CCCSD Board of Directors. An extension may be granted by action of the CCCSD Board of Directors.
4. A Will Serve Letter issued by CCCSD to an applicant shall terminate at the sooner to occur of five (15) years after the date of the Will Serve Letter or unless connection to the CCCSD water system has been made prior to the termination or expiration of any use permit, tentative map or parcel division approval or upon termination or expiration of any building permit issued to the applicant for construction of improvements on the real property which is the subject of the Will Serve Letter.
5. Connection of water services as provided in a Will Serve Letter shall be contingent upon CCCSD, at the time of request for connection, having sufficient water based upon their contractual entitlements and owned water and shall further be contingent upon the CCCSD having sufficient treatment and delivery capacity to comply with all laws and regulations concerning the delivery of water. All CCCSD's commitments to deliver water shall, during drought conditions, be subject to the provisions of the then current CCCSD Drought Contingency Plan.

## **DISTRICT FEES AND COSTS**

1. Applicants for Will Serve Letters shall be responsible for payment or reimbursement to the CCCSD as provided in this policy of all CCCSD fees and costs in existence on the date that a request by the applicant for connection to the CCCSD's water system is made. Connections to the CCCSD's water system will be made only to real property which has, at the time of the request for connection, a valid building permit.
2. The CCCSD establishes and periodically updates fees, charges and cost reimbursements which are applicable to annexation into the CCCSD and connection of water service to real property being developed in the CCCSD. The fees established by the CCCSD which are applicable to a Will Serve Letter and connection of water service to the CCCSD and for which an applicant will be responsible are as set forth on **Exhibit "C"** attached hereto.
3. CCCSD fees and costs are normally updated not more frequently than annually although additional fees and costs may be implemented by the CCCSD by Ordinance at any time. An applicant for a Will Serve Letter shall be responsible at the time that such fees are to be collected to pay to or reimburse the CCCSD for all fees and costs in existence on the date of the request for connection.
4. A Capacity Charge Fee will be collected for each parcel at the time of connection to the CCCSD water system in accordance with Schedule of Rates and Fees Effective April 15, 2023, Ordinance 2023-05.

## **APPLICATION FOR WILL SERVE LETTER**

1. Any person or entity requesting a Will Serve Letter from CCCSD shall fully complete and submit to CCCSD an "Application for Will Serve Letter" in the form attached hereto as **Exhibit "A"**. The application will not be considered received by the CCCSD until such time as all information required thereon has been provided and the form has been duly executed as provided in the form.
2. An applicant will be required to pay at the time of the submission of the Application for the Will Serve Letter those CCCSD administrative fees then in effect for the submissions of an Application for Will Service Letter together with any deposits required for engineering fees and attorney's fees. As provided in **Exhibit "C"** attached hereto.
3. Following receipt by CCCSD of a complete application for Will Serve Letter, together with any fees or costs required at the time of the filing of the application, the CCCSD will have up to 21 days to review the request. During the review process the CCCSD may require the applicant to furnish the CCCSD with such other and further information as the CCCSD deems pertinent to review and process the application. If during the CCCSD's initial review of the application, the CCCSD determines that there are additional fees or costs which are required to evaluate and process the application, the CCCSD will provide and estimate of these additional fees and costs in writing to the applicant. The CCCSD requires collection of all fees and costs at the times provided in **Exhibit "C"** attached hereto.



4. The CCCSD will not provide water service to any property in the event of non-payment of any applicable fees or costs.

#### **DEVELOPMENT FEES**

1. Applicants who request a Will Serve Letter from the CCCSD to supply water to a proposed development which requires construction of a new or additional CCCSD water distribution system improvements in order to provide water service requested, will be required to enter into a Development Agreement between the applicant and the CCCSD.
2. The Development Agreement will set forth all terms and conditions of water service to the applicant by the CCCSD and will describe in detail the responsibilities of the applicant and the CCCSD with respect to the construction of and payment for any required CCCSD water distribution system improvements.
3. In the event a Development agreement is required for the applicant's proposed development, the applicant will be responsible to execute and deliver the Development agreement prior to approval of project improvement plans by the General Manager or CCCSD Board of Directors and to pay or to reimburse the CCCSD for fees and expenses incurred by the CCCSD for its engineer and attorney in the preparation of the Development agreement.



EXHIBIT "A"

APPLICATION FOR WILL SERVE LETTER

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

APPLICANT INFORMATION

NAME: \_\_\_\_\_ BUSINESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE \_\_\_\_\_ ZIP: \_\_\_\_\_

PROPERTY INFORMATION

LOCATION OF PROPERTY (S): \_\_\_\_\_

LEGAL DESCRIPTION (Include Section, Township and Range): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ASSESSOR'S PARCEL NUMBER (APN) OF LOT (S) TO BE SERVED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

SERVICE ADDRESS OF PARCEL (S) SERVED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

PLANNING DEPARTMENTS DEVELOPMENT NUMBER: \_\_\_\_\_

TYPE OF USE: \_\_\_\_\_ NUMBER OF UNITS: \_\_\_\_\_

(SINGLE FAMILY RESIDENCE/MULTI FAMILY RESIDENCE/RESIDENTIAL SUBDIVISION DEVELOPMENT/COMMERCIAL/INDUSTRIAL/PUBLIC

BY SIGNING I ACKNOWLEDGE RECEIPT OF THE CCCSD WILL SERVE

POLICYSIGNATURE(S): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT "B"**

**EXAMPLE WILL SERVE LETTER**

Date  
Name  
Company if any  
Street address  
Anderson, CA 96007

Re: Assessor's Parcel No.: 000-000-000

This letter confirms the District, as a California Community Services District has the legal authority to provide within its jurisdictional service boundary any range of potential services authorized under the California Community Services District law, including but not limited to water service. Therefore, water services are available and may be extended upon the following conditions first being satisfied.

1. Possible review by U.S. Fish and Wildlife Service of proposed land conversion;<sup>1</sup>
2. Full project compliance with CEQA and NEPA regulations at no cost to District.
3. Payment of all applicable fees to the District associated with installation, capacity charges, turn on charges, deposits, etc. and,
4. Compliance with District criteria governing new water and sewer services
5. Compliance with U.S. Bureau of Reclamation requirements that exist now, or in the future may be imposed on water service provided by the District through the long-term water supply contract with the USBOR.
7. Water service to this property will be limited to domestic water only.

This letter is valid for a period of 90 days from the date above. An extension may be granted upon request to the District prior to the expiration date.

Sincerely,

Paul Kelley,  
General Manager

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<sup>1</sup> U.S. Fish and Wildlife Service may require a biological assessment for threatened or endangered species or critical habitat.



## EXHIBIT 'C'

### WILL SERVE LETTER FEE SCHEDULE

Administrative Fees are to be paid at the time an application for a Will Service Letter or Application for Connection to the CCCSD is received, whichever first occurs.

A. Permit and Will Serve Letter Fee	\$100.81 per hour
B. Annexation Fees-Filing and Research	\$100.81 per + Materials
C. Lot Engineering and Inspection Fees	\$100.81 per hour
D. Job Estimates-See Below	\$100.81 per hour
E. Development Agreement Fee	\$302.43

**Job Estimates:** One estimate and one revision will be completed at no charge to the applicant. Thereafter, there will be a charge of \$100.81 per hour. Estimates are good for 30 days.

**Development Agreement:** If a project requires a Development agreement between the CCCSD and the applicant the Development Agreement Fee includes three (3) hours of staff time. District staff time incurred in excess of the initial three (3) hours will be billed on a monthly basis at \$100.81 per hour.

### Engineering and attorney Fees

A deposit of \$500 each for engineering and attorney fees is to be collected at the time the CCCSD receives an application, which will require review by the CCCSD's Engineer and/or Attorney. After the CCCSD's receipt of a completed application, applicants will be provided with an estimate of all CCCSD Engineering and Attorney fees to be incurred. Estimated Engineering and attorney fees in excess of the initial deposit are to be paid upon receipt of the estimate. Engineering and attorney fees in excess of the deposits will be billed to the applicant CCCSD upon receipt of the bills thereafter and are payable immediately. Deposits in excess of final billing will be refunded to the applicant.

### Connection Fees

Connection fees are to be paid at the time the real property is connected to the CCCSD water system. Connection fees include the following fees and costs pursuant to the Rates for Capacity Charges effective November 15, 2017.

<u>Meter Code</u>	<u>Meter Size</u>	<u>Fee</u>
2	¾"	\$12,015.00
3	1"	\$20,087.00
4	1 ½"	\$40,174.00
5	2"	\$65,372.00
6	3"	\$192,836.00



# **DELINQUENCIES AND WATER SERVICE DISCONNECT**

## **POLICY**

**Document Type:** Delinquencies and Water Service Disconnect Policy

**Administering Entity:** General Manager, Board of Directors

**Date Approved:** August 9, 2023

**Last Amendment Date:** March 18, 2020

**Approved By:** Board of Directors

**Indicative Time for Review:** Biennial

**Responsibility for Review:** General Manager, Board of Directors

### **Purpose of Policy**

CCCSD formed as a special district and as a community water system that supplies water to more than 200 service connections is subject to California Senate Bill No. 998 (DODD) 2018 effective February 1, 2020.

This policy sets forth CCCSD's administrative actions for the collection of delinquent accounts, including notifications, fee assessments and discontinuation of service for both resident and non-resident service accounts. This policy will be made available to the public on CCCSD's website. The District can be contacted by phone (530) 357-2121 to discuss options for averting discontinuation of water service for nonpayment under the terms of this policy.

## **Delinquency Charge and Discontinuation of Service for Nonpayment**

### **A. Delinquency Charge**

If payment is not received by the twentieth (20<sup>th</sup>) of the month, Late Fees shall be applied to the account on the twenty-first (21<sup>st</sup>).

### **B. Discontinuation of Non-Residential Service for Nonpayment Policy**

The District shall not discontinue a non-residential service for nonpayment until a payment by a customer has been delinquent for thirty (30) calendar days.

#### **1. Non-Residential Service delinquency timeline**

- a. Bills are mailed on the last day of the month and are payable by the twentieth (20<sup>th</sup>) of the subsequent month.
- b. On the twenty-first (21<sup>st</sup>) of the subsequent month, unpaid accounts are assessed a Late Fee.
- c. Bills for the subsequent month are mailed on the last day of that month which includes the past due amount from the previous month and a First Notice of Delinquency is printed on the bill. Payment is then due by the fifth (5<sup>th</sup>) of the following month.
- d. On the sixth (6<sup>th</sup>) of the next month, a Notice of Termination of Non-Residential Service is issued consistent with this Policy.

#### **2. Notice of Termination of Non-Residential Service**

No less than seven (7) business days before discontinuation of non-residential service for nonpayment, the CCCSD shall contact the customer named on the account by written notice.

**Written Notice:** The written notice of payment delinquency and impending discontinuation shall be mailed to the mailing address provided. If the customer's address is not the address of the property to which residential service is provided, it shall also be mailed to the address of the property to which non-residential service is provided, addressed to "Occupant".

#### **3. Good Faith Effort**

Whenever the CCCSD is unable to make Written Contact with the customer or an adult occupying the property, and when Written Notice is returned through the mail as undeliverable, the CCCSD shall make a Good Faith Effort to visit the location and leave or make other arrangements for placement in a conspicuous place, a Notice of Imminent Discontinuation of Service for Nonpayment and include the CCCSD's Policy.

#### **4. Service Restoration**

Unless otherwise provided for pursuant to this Policy, a non-residential service that has been terminated for nonpayment in accordance with this Policy will be restored upon payment of the entire amount due, which shall include all late fees, service, disconnection fees, service reconnection charges, security deposit and any other penalties.

#### **C. Discontinuation of Residential Service for Nonpayment Policy**

The District shall not discontinue a residential service for nonpayment until a payment by a customer has been delinquent for sixty (60) calendar days, and in accordance with the District's Policy for Discontinuation of Residential Service for Nonpayment, as provided herein. This Policy shall be available on the District's webpage.

##### **1. Residential Service Delinquency Timeline:**

- a. Bills are mailed on the last day of the month and are due by the fifth (5<sup>th</sup>) of the subsequent month.
- b. On the twenty-first (21<sup>st</sup>) of the subsequent month, unpaid balances are assessed a Late Fee.
- c. Bills for the subsequent month are mailed on the last day of that month which includes the past due amount from the previous month, including the Late Fee, and the current charges. and a First Notice of Delinquency is printed on the bill. Payment in full is then due by the fifth (5<sup>th</sup>) of the following month.
- d. On the twenty-first (21<sup>st</sup>) of the following month, unpaid accounts are assessed a Late Fee on all unpaid amounts. If two months of billings are now delinquent, a Second Notice of Delinquency is delivered via mail (providing notice of the second pending 30-day delinquency).
- e. Bills for the following month (including the past due amounts) are mailed on the last day of that month which includes the past due amounts from the previous two months and the most current month. Payment in full is then due by the fifth (5<sup>th</sup>) of the following month.
- f. On, or after, the sixth (6<sup>th</sup>) of the next month, a Notice of Termination of Residential Service is issued consistent with this Policy provided the service is a minimum of 60-days delinquent.

##### **2. Notice of Termination of Residential Service**

No less than seven (7) business days before discontinuation of residential service for nonpayment, the District shall contact the customer named on the account by written notice.

- a. **Written Notice:** The written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer's address is not the address of the property to which residential service is provided, it shall also be mailed to the address of the property to which residential service is provided, addressed to "Occupant". The notice shall include:
  1. The customer's name and address.
  2. The amount of delinquency.
  3. The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.
  4. A description of the process to apply for an extension of time to pay the delinquent charges.
  5. A telephone number for the residential customer to contact in order to discuss options for averting discontinuation of residential service for nonpayment.
  6. A description of the procedure to petition for bill review and appeal.
- b. A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential service charges, consistent with the CCCSD's Discontinuation of Residential Service for Nonpayment Policy.

### 3. **Good Faith Effort**

Whenever the CCCSD is unable to make Written Contact with the customer or an adult occupying the residence, and when Written Notice is returned through the mail as undeliverable, the CCCSD shall make a Good Faith Effort to visit the residence and leave, or make other arrangements for placement in a conspicuous place, a Notice of Imminent Discontinuation of Residential Service for Nonpayment ("24-Hour Shut-Off Notice") and include the CCCSD's Discontinuation of Residential Service for Nonpayment Policy.

### 4. **Alternatives to Discontinuation of Residential Service for Nonpayment:**

#### a. **Deferred Payment Plan**

1. Prior to Termination of Residential Service, any customer can contact the CCCSD and request a Deferred Payment Plan whereby payments of the delinquent amount can be extended up to a twelve (12) month



repayment schedule.

2. As a condition of this Plan, the customer will be required to pay the amortized amount plus the current water service charges.
3. Unless otherwise provided for in the CCCSD's Policy, failure to pay the amortized amount plus the current water service charges each billing period will nullify the amortization agreement and result in the issuance of a Notice of Termination of Residential Service that will require the customer to pay the entire outstanding balance within 5 business days or water service will be terminated.

**b. Alternative Payment Schedule**

1. Any customer who has notified the CCCSD prior to a Termination of Residential Service can request an Alternative Payment Schedule (Extension of Time) whereby the customer's normal Due Date for payment of all water charges shall be extended by a time period not to exceed ten (10) calendar days.
2. Unless otherwise provided for in this Policy, failure to pay the amount due plus the current water service charges each billing period will nullify the alternative payment agreement and result in the issuance of a Notice of Termination of Residential Service that will require the customer to pay the entire outstanding balance within 5 business days or water service will be terminated.

**5. Bill Review Request and Appeal Process**

Residential service shall not be discontinued while a residential customer is engaged in the following review and appeal process:

**a. Bill Review Request**

1. If a customer wishes to dispute a water bill, the customer must, within five (5) business days of receipt of the disputed bill, contact the CCCSD during regular office hours and request a review of the account and provide staff with the reason for the review.
2. Upon review of the account, the CCCSD shall respond to the bill review request within ten (10) business days with a decision regarding the amount due.

**b. Appeal Process**

1. If the customer wishes to dispute the findings of the bill review request, the customer shall provide a request in writing to the CCCSD to have a review of the account by the General Manager. This request shall be provided to the CCCSD within ten calendar days from the date of mailing of the bill review request findings to the customer.

2. Upon review of the account, the General Manager shall respond to the bill review request within ten (10) business days with a decision regarding the amount due.
3. If the customer wishes to dispute the decision of the General Manager with respect to the bill review request, the customer shall provide a request in writing to appeal the decision to the Board of Directors. This request shall be provided to the CCCSD within ten calendar days from the date of mailing of the decision. The appeal will be heard by the Board and a decision will be made regarding the amount due at the next regularly scheduled meeting of the Board of Directors.

c. **Waive Fees**

1. The District may waive fees (e.g., Late Fees, Penalties) on delinquent bills a maximum of once every twelve (12) months.

**6. Special Conditions**

a. **Medical Certification**

1. The CCCSD shall not discontinue residential service for nonpayment if all of the following conditions are met:
  - i. The customer, or tenant of the customer, submits a certification of a primary care provider, as defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the Welfare and Institutions Code, that the discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.
  - ii. The customer demonstrates that they are financially unable to pay for residential service within the CCCSD's normal billing cycle. The customer shall be deemed financially unable to pay if any member of the customer's household is a current recipient of CalWORKS, CalFresh, general assistance, Medi-Cal, Supplemental Security, Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants and Children, or the customer declares that the household's annual income is less than 200 percent of the Federal poverty level.
  - iii. The customer is willing to enter into the Deferred Payment Arrangement Plan or Alternative Payment Schedule, as provided in this Policy, with respect to all delinquent charges.

2. If the items in Paragraph a.1(i), (ii) and (iii) above are met, the CCCSD shall offer the residential customer one of the following options, in the sole discretion of the CCCSD:
  - i. The Deferred Payment Arrangement Plan, as provided in this Policy; or
  - ii. The Alternative Payment Schedule, as provided in this Policy.
3. The CCCSD may grant a longer repayment period than provided in the Deferred Payment Arrangement Plan or the Alternative Payment Schedule if the CCCSD, in its sole discretion, finds the longer period is necessary to avoid undue hardship to the customer based upon the circumstances of the individual case.
4. The residential service of a customer who is making repayment of a delinquent amount pursuant to an Alternative Payment Schedule or Deferred Payment Arrangement Plan under Section C (4) shall be disconnected no sooner than five (5) business days after the CCCSD posts a Final Notice of Intent to Disconnect Service in a prominent and conspicuous location at the property under either of the following circumstances:
  - i. The customer fails to comply for 60 days or more with the terms of the Alternative Payment Schedule or Deferred Payment Arrangement Plan entered into by the customer for repayment of delinquent charges.
  - ii. While complying with the terms of the Alternative Payment Schedule or Deferred Payment Arrangement Plan entered into by the customer for repayment of delinquent charges, the customer does not pay the current residential service charges for 60 days or more.
- b. **Reconnection of Discontinued Service for Customers with income below 200% of the Federal Poverty Level**
  1. The CCCSD shall provide all residential customers who have their services discontinued with information on how to restore their water service
  2. For residential customers who demonstrate to the District a household income below 200 percent of the Federal poverty line, the District shall do **both** of the following:

- i. Set a reconnection service fee during normal operating hours to a maximum of fifty dollars (\$50). For reconnection during nonoperational hours, the reconnection charge shall be a maximum of one hundred-fifty dollars (\$150).
  - ii. Waive fees (e.g., Late Fees, Penalties) on delinquent bills once every twelve (12) months per Policy.
- 3. The CCCSD shall deem a residential customer to have a household income below 200 percent (200%) of the Federal poverty line if any member of the household is a current recipient of CalWORKS, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent (200%) of the Federal poverty level.
- c. **Discontinuation of Residential Service in Landlord-Tenant Situations**
  - 1. This Section applies if there is a landlord-tenant relationship between the residential occupants and the owner, manager, or operator of the dwelling.
  - 2. Where the CCCSD furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobile-home park, or permanent residential structure in a labor camp (as defined in California Health and Safety Code § 17008), and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the CCCSD shall make every Good Faith Effort to inform the residential occupants, by means of Written Notice, when the account is in arrears that service will be terminated at least 10 calendar days (10) prior to termination. The Written Notice shall further inform the residential occupants that they have the right to become customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.

If the service is terminated, the tenant may elect to establish service subject to the terms and conditions of service, meets the requirements of law and the CCCSD's Rules & Regulations. In order for the amount due on the delinquent account to be waived, the District requires that the applicant verify that the delinquent account customer of record is, or was, the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a

government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code.

**7. Non-Allowable Residential Water Service Termination**

- a. In addition to the restrictions imposed by the Policy, the CCCSD has set forth the following restrictions on terminations of a residential customer's water service for nonpayment of residential water service charges. No customer's service shall be terminated:
  - i. On a Friday, weekend, CCCSD observed holiday (or the day prior), or at any time during which the CCCSD Office is not open to the public.

**8. Service Restoration**

- a. Unless otherwise provided for pursuant to the Policy for Discontinuation of Residential Service for Nonpayment, Residential Water Service that has been terminated for Nonpayment in accordance with this Policy will be restored upon payment of the entire amount due, which shall include all Late Fees service disconnection charges, service reconnection charges, security deposit and other penalties.

**9. Annual Reporting**

- a. The annual number of discontinuations of residential services for inability to pay shall be reported on the CCCSD's webpage in January of each year.