



## McCloud Community Services District

220 West Minnesota Avenue P.O. Box 640

McCloud, California 96057

Phone (530) 964-2017 Fax (530) 964-3175 e-mail [mcsd@ci.mccloudcsd.ca.us](mailto:mcsd@ci.mccloudcsd.ca.us)

### REGULAR MEETING OF THE BOARD OF DIRECTORS

SCOUT HALL - 405 E. COLOMBERO DRIVE

August 9, 2021 at 6:00 PM

### AGENDA

The McCloud Community Services District welcomes you to this meeting. This agenda contains brief general descriptions of each item to be considered at this meeting by the Board of Directors. If you wish to speak on an item on the agenda, you will be provided the opportunity to do so prior to consideration of the item by the Board. If you wish to speak on an item that is not on the agenda, you are welcome to do so during the Public Comment portion of the meeting. Persons addressing the Board will be asked to step up to the podium and will be limited to three minutes or depending on the number of persons wishing to speak, it may be reduced to allow all members of the public the opportunity to address the Board. When addressing the Board, please state your name for the record prior to providing your comments. Please address the board as a whole through the President. Comments to individual Board members or staff are not permitted.

All documentation supporting the items on this agenda are available for public review in the District office, 220 W. Minnesota Avenue, McCloud CA 96057, during normal business hours of 9:00 a.m. to 12noon and 1:00 pm to 4:00 p.m. Monday through Friday.

In compliance with the Americans with Disabilities Act, those requiring accommodations for this meeting should notify the District office 48 hours prior to the meeting at (530) 964-2017.

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Approval of Minutes: Discussion/action** regarding approval of the minutes of the Regular Meeting of July 26, 2021
- 4. Announcement of Events:**
- 5. Communications:**
- 6. Reports:**
  - A. General Manager-No report
  - B. Finance Officer
  - C. Fire Chief
  - D. Public Works Superintendent
  - E. Directors
  - F. Committees
    1. Appointment of Committees
- 7. Consent Agenda:**
  - A. Approval of Expenses in the amount of \$119,973.11

**8. Old Business:**

**A. Discussion/possible action** regarding Cost-of-Living increase for General Manager.

1. General Manager contract

2. MCSD policy 2010 Employee Compensation with regards to Cost-of-Living increases

**9. New Business:**

**A. Discussion/possible action** regarding the P.A. System at the Scout Hall

**B. Discussion/possible action** regarding the Staff Report for Ordinance Amending Ordinance

27- Rules and Regulations Relating to Water Service

**C. Discussion/possible action** regarding the first reading of Proposed Ordinance No. 29

Amending Ordinance No. 27- Rules and Regulations Relating to Water Service

**D. Discussion/possible action** regarding approval of first reading of Revised Ordinance 27 -

Rules and Regulations Relating to Water Service

**10. Public Hearing**

**A. Discussion/possible action** to adopt Resolution No. 3, 2021 Approving the 2021-2022 Fiscal Year Final Budget.

**11. Public Comment:** This time is provided to receive information from the public regarding issues that **do not** appear on the agenda (persons addressing the Board will be asked to step up to the podium and will be limited to three minutes or depending on the number of persons wishing to speak, it may be reduced to allow all members of the public the opportunity to address the Board).

**11 Adjourn**

**MCSD Mission Statement**

McCloud Community Services District will strive to provide the full range of municipal services, at a reasonable cost applied consistently to all customers, while maintaining a healthy infrastructure and environmental integrity.

**MINUTES OF A  
REGULAR MEETING OF THE BOARD OF DIRECTORS  
July 26, 2021**

A regular meeting of the Board of Directors of the McCloud Community Services District was called to order at 6:00 p.m. at the Scout Hall. Four Directors (Richey, Hanson, Rorke, Zanni) were present. C. Young was absent. Also, present were General Manager Amos McAbier, Public Works Superintendent, Richie Fesler and District Secretary Andrea Mills. Finance Officer, Mike Quinn was absent.

- 1. Call to Order at 6:00PM**
- 2. Pledge of Allegiance.**
- 3. Approval of Minutes:**
  - A. Discussion/action** regarding approval of the minutes of the Regular Meeting of July 12, 2021  
*R. Zanni made a motion to approve the minutes of the Regular Meeting of July 12, 2021; seconded by M. Rorke. Motion passed with 4 ayes (Hanson, Richey, Zanni, Rorke), one absent, Young.*
  - B. Discussion/action** regarding approval of the minutes of the Special Meeting of July 19, 2021  
*R. Zanni made a motion to approve the minutes of the Special Meeting of July 19, 2021; seconded by M. Rorke. Motion passed with 4 ayes (Hanson, Richey, Zanni, Rorke), one absent, Young.*
- 4. Announcement of Events: None**
- 5. Communications: None**
- 6. Reports:**
  - A. General Manager-Verbal, no report was given**
  - B. Finance Officer-See written report.**
  - C. Directors-None**
  - D. Committees-Public works Committee met and discussed a park grant, electricity, and vandalism to a toilet in the woman's restroom.**
- 7. Consent Agenda:**
  - A. Approval of Expenses in the amount of \$30,909.50**  
*R. Zanni made a motion to approve expenses in the amount of \$30,909.50; seconded by C. Richey. Motion passed with 4 ayes (Hanson, Richey, Zanni, Rorke), one absent, Young.*

**8. Old Business:**

**A. Discussion/possible action** regarding the Second and Final reading of MCSD Policy 2192 - Substance Abuse.

*M. Rorke made a motion to approve the Second and Final reading of MCSD Policy 2192 - Substance Abuse; seconded by C. Richey. Motion passed with 4 ayes (Hanson, Richey, Zanni, Rorke), one absent, Young.*

**9. New Business:**

**A. Discussion/possible action** regarding Cost-of-Living increase for General Manager.

**1. General Manager contract**

**2. MCSD policy 2010 Employee Compensation with regards to Cost-of-Living increases**

*The General Manager's contract and MCSD policy 2010 state he shall have Cost-of-living increases as well as all MCSD staff.*

*D. Dragseth gave her opinion of how Amos is doing as a General Manger and if he was deserving of an increase in pay.*

*R. Zanni made a motion to approve the cost-of-living increase of one percent from one year ago that the board previously agreed on, and the two percent from this year and that they are retroactive; seconded by M. Hanson. 2 ayes(Zanni, Hanson) 2 nays(Rorke, Richey)*

**10. Public Comment:** This time is provided to receive information from the public regarding issues that **do not** appear on the agenda (persons addressing the Board will be asked to step up to the podium and will be limited to three minutes or depending on the number of persons wishing to speak, it may be reduced to allow all members of the public the opportunity to address the Board).

*R. Baldini thanked Firefighter Michael Worthington for his efforts and fast actions in rendering life-saving assistance at the Fiesta Days after a softball player suffered a heart attack. He also gave the staff at MCSD accommodations for doing a great job in our community.*

**11 Adjourn at 6:30 PM**

---

Catherine Young/President of the Board

---

Andrea Mills/Secretary of the Board

**MCS D BOARD OF DIRECTORS**  
**August 09, 2021**

**AGENDA SUPPORTING DOCUMENT**  
**Agenda Item No. 6B.**  
**Finance Officer's Report**

- 1. Update on Five Star Bank switch-over progress**
- 2. Update on employee Healthcare coverage and cost**

# McCloud Fire Department Monthly Fire Chiefs Report

Report Month: **July**

Year: **2021**

## Member Information

Total Department members including Auxiliary: 26	New Members: 1
Total Firefighters: 14	Active: 18      Inactive: 2
Total Auxiliary: 11	Active: 4      Inactive: 7
Total Paramedics: 2	Active: 2      Inactive: 0
Total EMT's: 3	Active: 3      Inactive: 0
Members Resigned: 0	Members Terminated: 0      Members on Leave of Absence: 1

PERSONNEL	COUNT	PERCENTAGE
<u>Miller, Darrell "Charlie"</u>	23	69.70 %
<u>Fay, Dan P</u>	12	36.36 %
<u>Gray, Jessie</u>	10	30.30 %
<u>Memmer, Jettus</u>	10	30.30 %
<u>Gray, Jeff</u>	6	18.18 %
<u>Miller, Cindy Ann</u>	5	15.15 %
<u>Girard, Nate</u>	4	12.12 %
<u>Marques, Steve</u>	4	12.12 %
<u>Masciola, Bob</u>	4	12.12 %
<u>Worthington, Michael C</u>	4	12.12 %
<u>Dewitt, Joe</u>	3	9.09 %
<u>Borden, Jack</u>	2	6.06 %
<u>Thomsen, Kirk S</u>	2	6.06 %
<u>Vogus, Trenton</u>	2	6.06 %
<u>Borden, Terry</u>	1	3.03 %
<u>Masciola, Nathan</u>	1	3.03 %
<u>Richardson, Stephen</u>	1	3.03 %
<u>Sager, Donna</u>	1	3.03 %
<u>Tolosano, Peter</u>	1	3.03 %
Sum of Individual Responses		96
Total Incidents for Date Range		33

**Volunteer notes:** We welcome Nathan Masciola to the department. Nate has extensive training as a Firefighter, Medical First Responder, and as a Rope/Water Rescue Technician. Lt. Terry Borden responded while Chief 1700 was on a mini vacation, Terry has been on a leave of absence to tend to his business.

### Explorers:

PERSONNEL	COUNT	PERCENTAGE
<u>Girard, Parker</u>	3	9.09 %
Sum of Individual Responses		3
Total Incidents for Date Range		33

**Explorer notes:** Parker Girard was injured outside of the Fire Department and could not respond or train for the latter part of July. Soda/Water fundraiser continues.

# McCloud Fire Department Monthly Fire Chiefs Report

Report Month: **July**

Year: **2021**

## CHIEF 1700

Darrell "Charlie" Miller (EMT-P)

## ASST. CHIEF/OPERATIONS 1701

Trenton Vogus (Firefighter/EMT 1)

## ASST. CHIEF/EMS DIRECTOR 1702

Kirk Thomsen (Firefighter/EMT -P)

## DIVISION CHIEF 1705 (Training Officer)

Nate Girard (Firefighter/EMT)

## FIRE CAPTAIN 1704

Stephen Richardson (EMR Student)

## FIRE LIEUTENANT 1708

Ben Garcia (Auxiliary/Engine Driver)

## RESCUE/EMS LIEUTENANT 1709

Terry Borden

## FIRE FIGHTER'S / EMT'S

Jack Borden (FF/EMT-1)

Mike Worthington (FF/EMT-1)

Cindy Miller (FF/EMT-1)

Jettus Memmer (FF/EMR)

Nathan Masciola (FF/1<sup>st</sup> Responder)

Joe Dewitt (FF)  
EMR Student

## Auxiliary/Non-Firefighters, Drivers and Support Staff

Peter Tolosano  
(Battalion Chief 1710)

Donna Sager  
(Battalion Chief 1711)

Amos McAbier  
(Engine Driver)

Bryce Estes  
(EMT-P)

Jessie Gray (Dept. Secretary)  
(Ambulance Driver)

Illa Garcia  
(Engine Driver)

Dan Fay  
(Ambulance Driver)

Jeff Gray  
(Engine Driver)

Bobby Martin  
(Engine Driver)

Elizabeth Buckley  
(EMT Trainee)

Bob Masciola  
(Ambulance Driver)

Richie Fesler  
(Engine Driver)

Ulianna Roseberry  
(EMR Student)

Sandy Borden  
(EMT 1)

Jerry Glynn  
(Engine Driver)

Matt Dalleske

David Wolfe

## Explorers

Parker Girard

Jaden Quiring

Merlin Huddleston

**Highlighted personnel are trained and currently qualified  
for interior structural firefighting.**

# McCloud Fire Department Monthly Fire Chiefs Report

Report Month: **July**

Year: **2021**

**Total calls for service this month: 33    Total calls this calendar year: 165**

**Total Z.I.B. qualified calls this month: 1**

**Total Z.I.B. qualified calls this Fiscal year (July 1, 2021 to June 30, 2022): 1**

**(ZIB qualified calls are for geographically specific and EMS calls are excluded)**

## Fire Calls

**Total Fires: 1**    Structure: 0    Vegetation: 1    Vehicle Fires: 0    Nuisance: 0

In Town: 0    Mutual Aid/Auto Aid: 1    Z.I.B. Area: 0

Fire Notes: 1 Initial Attack to the Bradley Wildland Fire East of McCloud.

## Miscellaneous Calls

**Total Miscellaneous Calls: 16**

HAZMAT: 0    Lift Assist: 0    Public Assist (other): 14

Rescue Calls: 0    Smoke Check: 1    Alarm Sounding: 1

Mutual Aid/Auto Aid: 0    In Town: 15    Z.I.B. Area: 1

## Medical Calls

**Total Medical Calls: 16** (includes traffic collisions) Traffic Collisions: 1    Non-Injury: 1

Transported by Medic 17: 10    Non-Transport: 1    Paramedic Intercept: 0

Transported by MSAS: 5    Basic Life Support: 2    Advanced Life Support: 14

In Town: 12    Mutual Aid/Auto Aid: 3

**Call notes:** No calls were missed this month, but Medic 17 was not staffed several times due to EMT personnel not being available (working out of town Chief 1700 Vacation) requiring us to rely on Mount Shasta ambulance. 1 ZIB Area call for an odor investigation (nothing found on arrival at scene).

INCIDENT TYPE	# INCIDENTS
141 - Forest, woods or wildland fire	1
321 - EMS call, excluding vehicle accident with injury	10
322 - Motor vehicle accident with injuries	1
554 - Assist invalid	9
622 - No incident found on arrival at dispatch address	5
651 - Smoke scare, odor of smoke	1
661 - EMS call, party transported by non-fire agency	5
730 - System malfunction, other	1
<b>Total Incidents</b>	<b>33</b>



# McCloud Fire Department Monthly Fire Chiefs Report

Report Month: **July**

Year: **2021**

## Station/Apparatus

**Station 17-Fire Hall:** Good condition, Vegetation removal and gravel spreading from berms created by snowplows.

**Unit 1700:** 2 Overhead assignments (Lava Fire North of Weed, and the Red Apple Fire in Washington) no reports of poor performance. Unit still needs a full tune up. Richie and James to schedule.

**Squad 1740:** Good condition, Added miscellaneous rescue gear.

**Medic 17:** Good condition, nothing to report.

**Engine 1712:** Good condition, nothing to report.

**Engine 1715:** Good condition, nothing to report.

## Fire Department Drills

**#1 Fire:** (Thursday 6-10 pm)

Date: 7/01/2021      Topic: Wildland S130 Completion

**#2 Fire:** (Thursday 6-10 pm)

Date: 7/08/2021      Topic: Cancelled due to incidents

**Bus. Mtg:** (Thursday 6-10 pm)

Date: 7/15/2021      Business Covered: Cancelled due to incidents

**#3 Fire:** ((Thursday 6-10 pm)

Date: 7/22/2021      Topic: Ropes, Knots and Technical Equipment

**#4 Fire:** ((Thursday 6-10 pm)

Date: 7/29/2021      Topic: EMS Topic

**Training Notes:** 5 Members completed Wildland fire training and are qualified for being sent out of town on Mutual Aid assignments. Began ropes, knots and technical training for new members and refresher training for Technicians.

# McCloud Fire Department Monthly Fire Chiefs Report

Report Month: **July**

Year: **2021**

**Community Involvement:** Met with faith community leaders to discuss disaster response and shelters with the threat of wildfires and extreme weather events. Challenge coin fund raiser continues (150 coins sold/issued so far).

**Ordinance 28 Issues:** None this month.

**Billing:** We are continuing to bill for all incidents that are billable. Worked with EF Recovery to edit one bill that had an error and was returned for more information. We also billed Calfire for a Type 1 Fire Engine Structure Defense response to the Lava Fire in Weed. The engine was gone for approximately 18 Hours.

**Medical:** Wittman is now advising us each time the download and bill our calls. They are averaging no more than 3 days to bill calls for the last 5 months. We continue to monitor the outstanding bills closely.

## June Wittman Enterprises Billing Report

### INVOICE 2106028

**TO:** McCloud Community Service District  
**FROM:** Wittman Enterprises, LLC  
**DATE:** July 14, 2021  
**FOR:** Billing Services Performed in **June 2021**

Gross Collections	\$	7,455.00
Less Refunds	\$	-
Net Collections	\$	7,455.00
Fee Based on 8% of Net Collections	\$	596.40

**CURRENT MONTH BALANCE: \$ 596.40**

**TOTAL AMOUNT: \$ 596.40**

# McCloud Fire Department Monthly Fire Chiefs Report

Report Month: **July**

Year: **2021**

## Fiscal Year 20/21 Whitman Enterprises Billing Report

	CHARGES	MCARE WRITE DOWNS	MCAL WRITE DOWNS	OTHER CONTRACTUAL WRITE DOWNS	NET CHARGES	PAYMENTS	REFUNDS	COLL ADJ	NET PAYMENTS	BAD DEBT WRITE OFFS	ADJUSTMENTS	NEW A/R BALANCE
JULY '20	\$ 13.00	\$ (1,606.66)	\$ 148.04	\$ -	\$ 1,471.62	\$ 943.95	\$ -	\$ -	\$ 943.95	\$ -	\$ -	\$ 12,716.25
AUGUST '20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ -	\$ 100.00	\$ -	\$ -	\$ 12,616.25
SEPTEMBER '20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,890.00	\$ -	\$ -	\$ 3,890.00	\$ -	\$ -	\$ 8,726.25
OCTOBER '20	\$ 5,244.00	\$ 2,573.94	\$ 911.00	\$ -	\$ 1,759.06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,485.31
NOVEMBER '20	\$ 16,861.00	\$ 5,432.20	\$ 911.00	\$ -	\$ 10,517.80	\$ 526.26	\$ -	\$ -	\$ 526.26	\$ -	\$ -	\$ 20,476.85
DECEMBER '20	\$ 35,072.00	\$ 9,937.01	\$ 7,966.78	\$ -	\$ 17,168.21	\$ 2,289.82	\$ -	\$ -	\$ 2,289.82	\$ -	\$ -	\$ 35,355.24
JANUARY '21	\$ 52,398.40	\$ 11,968.26	\$ 13,104.20	\$ -	\$ 27,325.94	\$ 1,217.73	\$ -	\$ -	\$ 1,217.73	\$ -	\$ -	\$ 61,463.45
FEBRUARY '21	\$ 4,969.90	\$ (89.87)	\$ 2,486.38	\$ -	\$ 2,573.39	\$ 4,409.43	\$ -	\$ -	\$ 4,409.43	\$ -	\$ -	\$ 59,627.41
MARCH '21	\$ 9,571.40	\$ 2,333.92	\$ 8,117.45	\$ -	\$ (879.97)	\$ 11,142.07	\$ -	\$ -	\$ 11,142.07	\$ -	\$ -	\$ 47,605.37
APRIL '21	\$ 24,609.80	\$ 9,112.03	\$ 1,045.04	\$ -	\$ 14,452.73	\$ 5,255.35	\$ -	\$ -	\$ 5,255.35	\$ 4,087.50	\$ -	\$ 52,715.25
MAY '21	\$ 22,964.20	\$ 9,768.90	\$ 4,265.01	\$ -	\$ 8,930.29	\$ 5,110.50	\$ 600.12	\$ -	\$ 4,510.38	\$ -	\$ -	\$ 57,135.16
JUNE '21	\$ 16,181.60	\$ 4,577.59	\$ 3,578.32	\$ -	\$ 8,025.69	\$ 7,455.00	\$ -	\$ -	\$ 7,455.00	\$ -	\$ -	\$ 57,705.85

**YEAR TO DATE**

TOTALS	\$ 187,885.30	\$ 54,007.32	\$ 42,533.22	\$ -	\$ 91,344.76	\$ 42,340.11	\$ 600.12	\$ -	\$ 41,739.99	\$ 4,087.50	\$ -
--------	---------------	--------------	--------------	------	--------------	--------------	-----------	------	--------------	-------------	------

**YTD  
PERCENTAGE  
OF REVENUE**

28.74%	22.64%	0.00%	48.62%	22.54%	0.32%	0.00%	22.22%	2.18%	0.00%
--------	--------	-------	--------	--------	-------	-------	--------	-------	-------

**YTD  
PERCENTAGE  
OF NET  
REVENUE**

45.70%

### Outstanding Accounts Receivable as of June 31, 2021

Average Charges  
per month \$ 15,657.11

Average Payments  
per month \$ 3,528.34

**\$57,705.85**

### June 2021 Billing Breakdown by Payor Type

Financial Class	Number of Accounts	Percent of Total	Year to Date Total Accts.	Percent of Total YTD	Charges	Percent of Total	Year to Date Total Charges	Percent of Total YTD	Payments	Percent of Total	Year to Date Payments	Percent of Total YTD
Medicare	1	16.67%	31	34.44%	\$2,322.45	14.35%	\$65,929.95	35.09%	\$2,285.22	30.65%	\$17,960.02	42.42%
Medicare HMO	0	0.00%	3	3.33%	\$0.00	0.00%	\$6,830.05	3.64%	\$646.66	8.67%	\$1,304.87	3.08%
Medi-Cal	0	0.00%	1	1.11%	\$0.00	0.00%	\$2,042.45	1.09%	\$393.27	5.28%	\$796.82	1.88%
Medi-Cal HMO	2	33.33%	18	20.00%	\$3,798.95	23.48%	\$38,180.25	20.32%	\$1,198.24	16.07%	\$6,357.94	15.02%
Insurance	0	0.00%	8	8.89%	\$0.00	0.00%	\$16,135.75	8.59%	\$2,631.61	35.30%	\$10,830.46	25.58%
Private Pay	3	50.00%	29	32.22%	\$6,511.80	40.24%	\$51,388.35	27.35%	\$300.00	4.02%	\$5,090.00	12.02%
Kaiser	0	0.00%	0	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
Other	0	0.00%	0	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
Prior Sales					\$3,548.40	21.93%	\$7,378.50	3.93%				
<b>Sub Total</b>	<b>6</b>	<b>100.00%</b>	<b>90</b>	<b>100.00%</b>	<b>\$16,181.60</b>	<b>100.00%</b>	<b>\$187,885.30</b>	<b>100.00%</b>	<b>\$7,455.00</b>	<b>100.00%</b>	<b>\$42,340.11</b>	<b>100.00%</b>
	0	0.00%	0	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
<b>Total</b>	<b>6</b>	<b>100.00%</b>	<b>90</b>	<b>100.00%</b>	<b>\$16,181.60</b>	<b>100.00%</b>	<b>\$187,885.30</b>	<b>100.00%</b>	<b>\$7,455.00</b>	<b>100.00%</b>	<b>\$42,340.11</b>	<b>100.00%</b>

**Of the bills that were paid in June 2021**

**Amount Charged \$16,181.60    Amount Received \$7455.00    46.07% Recovery Rate**

# McCloud Fire Department Monthly Fire Chiefs Report

Report Month: **July**

Year: **2021**

**EF Recovery Billing: 1 bill sent in July. \$126.46**

July 2021 Claims	Count	Value
Created ?	0	\$0.00
Submitted ?	1	\$126.46
Closed ?	0	\$0.00
Cancelled ?	0	\$0.00
Amount we billed for you		\$0.00
Amount we recovered for you		\$0.00
Amount you received directly		\$0.00

## FY 20/21 EF Recovery Billing Report

Date	CLAIM #	Incident #	Claim Amt	PAID	DIST BILL OPTIONS	INS DENIED	RP NO RESPONSE	COMMENTS	DIST BILL OPTIONS	PAID IN FULL
8/23/2020	2521	20-224	\$173.98	\$173.98				PAID IN FULL		1
9/8/2020	2553	20-246	\$275.89	\$275.89				PAID IN FULL		1
9/8/2020	2556	20-244	\$89.54			-\$89.54		ANIMAL IMPACT NOT AT FAULT DIRECT BILL NO RESPONSE		
9/21/2020	2601	CASKU007455	\$123.98					PENDING INSURANCE		
9/29/2020	2674	MCU 20-2020263	\$365.77					PENDING INSURANCE		
9/29/20	2675	MCU 20-264	\$308.53					PENDING INSURANCE		
12/23/20	3907	MCU 327	\$215.31					PENDING INSURANCE		
12/22/2020	3909	MCU 2020325	\$827.73	\$827.73				PAID IN FULL		1
2/5/2021	4511	MCU 21-34	\$127.15	\$127.15				PAID IN FULL		1
2/20/2021	4632	MCU 21-38	\$203.64					PENDING HOLLEY REVIEW OF INS DENIAL		
3/26/2021	4970	MCU21-66	\$149.32					PENDING BILL DIRECT 1ST ROUND NO RESPONSE		
5/21/2021	5646	MCU 21095	\$244.80					PENDING INSURANCE		
5/30/2021	6044	4137	\$126.46					PENDING INSURANCE		
<b>TOTAL:</b>	<b>POTENTIAL \$3,232.10</b>	<b>ACTUAL \$1,404.75</b>	<b>NON-PAY \$0.00</b>	<b>INS DENIED -\$89.54</b>	<b>RP NO RESPONSE \$0.00</b>				<b>DIST BILL OPTIONS 0</b>	<b>PAID IN FULL 4</b>
<b>CLOSED</b>	<b>\$1,494.29</b>									
<b>REMAINING</b>	<b>\$1,737.81</b>									

**EF Recovery Billed (FY 20/21): \$3,232.10      Received (FY 20/21): \$1404.75**

**EF Recovery Accounts Receivable: \$1827.35 - \$89.54 for denied claim= \$1737.81**

# McCloud Fire Department

## Monthly Fire Chiefs Report

Report Month: **July**

Year: **2021**

**General Message:** This was another VERY BUSY month focused on completing training for Wildland Fires. Department attended all Cooperator's Meetings for the Lava fire in Weed to assure McCloud was represented while the fire was still active.

We responded to 9 emergency calls to a local resident for a simple oxygen issue. We have been working with the resident to not call 911 for this type of issue. She is now (usually) phoning the duty Chief to respond to assist her rather than 911. We average at least one call a day to assist her.

Two (2) additional department personnel received their Fire Engine Driver's License from the CA DMV in July. Jettus Memmer and Dan Fay are now qualified to drive department fire engines. Cindy Miller and Joe Dewitt should get their Fire Engine Drivers licenses in August.

Station maintenance and clean-up (weeding and gravel replacement) from the winter continues.

Chief Miller was contacted by FEMA representatives to get clarification about our Recruitment and Retention SAFER grant. They needed to clarify our Personal Protective Equipment listed expenditures. FEMA normally will not contact agencies in this way unless they are in the final stages of approving a grant. This would fund one position at the department that would be in charge of recruitment of at least 10 volunteer firefighters as well as training, and retention of all members for four (4) years at no cost to the MCSD.

Department Battalion Chief Peter Tolosano spent 24 days on overhead assignments at the Lava Fire and then in Washington (State) at the Red Apple Complex. He returned home on July 30<sup>th</sup>. He reported that the SUV that we received as a donation from Southern Marin FD performed well. We will recoup \$225.50 per day for use of the vehicle for the time he was out.  $24 \times \$225.05 = \$ 5412.00$  that will be billed on top of his work and 10% administration fee.

The department responded to several critical medical incidents this month. The ambulance is staffed 24/7. During the Mercy Mount Shasta Medical Center Run Review July Meeting (designed to assure continuous quality improvement in EMS response), we were recognized for our outstanding level of care.

We have been participating in a trial study in which patient vital signs, electrocardiogram, medications, medical history, allergies, and field treatment info is transmitted via our iPad directly to the Emergency Dept. prior to our arrival. This program is showing to improve the continuum of patient care from the field to discharge and then billing.

I am again asking for a workshop meeting to be held as soon as possible to identify the direction that the McCloud community and the MCSD Board of Directors wishes me to pursue as the leader of the McCloud Fire Department.

- Does the McCloud community/MCSD Board support the Fire Dept as it currently operates?
  - Do they want more/less?
- Should we be providing EMS services/transport?
  - If so, should we provide Basic Life Support (BLS) and Advanced Life Support or utilize Mount Shasta Ambulance for these services?
- How do we fund and staff the department?
  - Taking into consideration the direction the community and the MCSD Board wants the Fire Department to pursue, how do we meet those expectations and service levels with the current budget and staffing levels?

Submitted By: *Darrell Miller*

Darrell "Charlie" Miller

Date: 8/4/2021

**MCSO BOARD OF DIRECTORS**  
**August 09, 2021**

**AGENDA SUPPORTING DOCUMENT**

**Agenda Item No. 6C.**

**Public Works Superintendent's Report**

**Water:**

We had two 6" main line breaks; both were the old spiral weld steel pipes. First was in the middle of the old railroad yard that feeds a fire hydrant, surrounded by a grove of cedar trees, and not on our most current (1963) water distribution line map. We did some searching and found the loop system with hydrant and isolation valve locations on a 1932 map. With the electronic line locator and metal detector we were able to find these long-buried valves, shut the loop down and make the repair. We now have one more active fire hydrant (that was once long lost) in a much-needed location. The second was out front of the Shasta View Lodge.

We have been closely monitoring the Elk pipeline crossing at Mud creek. During the last big mud flow event we got a severe log jam under the pipeline which is now only 4.5' off the ground. With the permission of the Forest Service, we were able to access the east side of the crossing with our Backhoe by way of the closed Pilgram creek rd. The debris and large trees are cleared out from underneath the crossing. We will continue to monitor the pipeline daily.

**Park:**

The Public Works crew was busy at the park getting everything looking nice for Lumberjack Fiesta Days. We now have a new bench in the Memorial Garden at Scout Hall. All materials including the bench and prep work were generously donated. We (Carlos) mixed the 18 sacks of concrete. The women's toilet was replaced due to vandalism, the sink and urinal in the men's restroom are being repaired (they wouldn't shut off). The irrigation timers have been programmed to run 3 days a week with each station run time cut in half.

\* \*\*\* Over spent expenditure

Claim/	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash
10230	Jul Drinking Water Monitoring	2107365 07/28/21 July Drinking Water Monitoring	9 BASIC LABORATORY	76.80	*** Claim from another period ( 7/21) ****		3000	402000		392		101000
				<b>Total for Vendor: 76.80</b>								
10240	Jul Dump Fees	11 BLACK BUTTE TRANSFER STATION		3,868.08	*** Claim from another period ( 7/21) ****		1090	405000		710		101000
				<b>Total for Vendor: 3,868.08</b>								
10220	Vehicle Fuel	277 CROSS PETROLEUM		710.78	*** Claim from another period ( 7/21) ****							
		CL10649 07/15/21 Fire Cheve Tahoe #11 7/1/21		82.31*			1040	403000		430		101000
		CL10649 07/15/21 Fire Cheve Tahoe #11 7/1/21		31.88*			1040	403000		430		101000
		CL10649 07/15/21 Weed Eater Gas		8.15*			1070	403000		430		101000
		CL10649 07/15/21 Rear Loader 7/02/21 15,493 mi		116.02*			1090	403000		420		101000
		CL10649 07/15/21 Rear Loader 7/13/21 15,626 mi		122.99*			1090	403000		420		101000
		CL10649 07/15/21 Side Loader 7/07/21 18,292 m		85.98*			1090	403000		420		101000
		CL10649 07/15/21 Side Loader 7/14/21 18,384 m		83.03*			1090	403000		420		101000
		CL10649 07/15/21 Fire Command 1700 7/03/21		70.23*			1040	403000		430		101000
		CL10649 07/15/21 Fire Engine		39.91*			1040	403000		430		101000
		CL10649 07/15/21 Fire Squad		70.28*			1040	403000		420		101000
				<b>Total for Vendor: 1,049.09</b>								
10221	Vehicle Fuel	277 CROSS PETROLEUM		39.51*	*** Claim from another period ( 7/21) ****							
		CL11030 07/31/21 Fire Cheve Tahoe #11 7/17/21		71.94*			1040	403000		430		101000
		CL11030 07/31/21 Fire Cheve Tahoe #11 7/20/21		70.02*			1041	403000		430		101000
		CL11030 07/31/21 Fire Cheve Tahoe #11 7/21/21		24.10*			1041	403000		430		101000
		CL11030 07/31/21 Fire Cheve Tahoe #11 7/25/21		86.39*			1041	403000		430		101000
		CL11030 07/31/21 Fire Cheve Tahoe #11 7/27/21		86.14*			1041	403000		430		101000
		CL11030 07/31/21 Fire Cheve Tahoe #11 7/31/21		67.14*			1041	403000		430		101000
		CL11030 07/31/21 Rear Loader 7/23/21 15,763 mi		117.94*			1090	403000		420		101000
		CL11030 07/31/21 Rear Loader 7/30/21 15,852 mi		78.23*			1090	403000		420		101000
		CL11030 07/31/21 Side Loader 7/26/21 18,481 m		105.14*			1090	403000		420		101000
		CL11030 07/31/21 Fire Command 1700 7/19/21		41.88*			1040	403000		430		101000

\* ... Over spent expenditure

Claim/	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
		CLL11030 07/31/21 Fire Command 1700 7/24/21		60.98*			1040 403000	430	101000
		CLL11030 07/31/21 Fire Medic 17 7/20/21		55.08*			1040 403000	420	101000
		CLL11030 07/31/21 Fire Medic 17 7/23/21		26.26*			1040 403000	420	101000
		CLL11030 07/31/21 Fire Medic 17 7/24/21		50.86*			1040 403000	420	101000
		CLL11030 07/31/21 Fire Engine 1715 7/25/21		41.57*			1040 403000	420	101000
		CLL11030 07/31/21 Fire Squad 1740 7/29/21		25.91*			1040 403000	420	101000
		<b>Total for Vendor:</b>		<b>1,759.87</b>					
		*** Claim from another period ( 7/21) ****		72.00					
10228		1121 Jessie Gray							
		Reimburse cost of Live Scan for EMR Certification							
		SisCntyShr 07/23/21 Live Scan - EMR Certificat		72.00*		725029	1040 402000	392	101000
		<b>Total for Vendor:</b>		<b>72.00</b>					
		*** Claim from another period ( 7/21) ****		85.00					
10227		449 KEVIN SHEARER, DDS							
		Employee Dental							
		Jul 2021 07/27/21 Employee Dental		8.50*			1040 401300	270	101000
		Jul 2021 07/27/21 Employee Dental		1.70*			1050 401300	270	101000
		Jul 2021 07/27/21 Employee Dental		4.25*			1070 401300	270	101000
		Jul 2021 07/27/21 Employee Dental		0.85*			1080 401300	270	101000
		Jul 2021 07/27/21 Employee Dental		8.50*			1090 401300	270	101000
		Jul 2021 07/27/21 Employee Dental		22.95*			2000 401300	270	101000
		Jul 2021 07/27/21 Employee Dental		38.25*			3000 401300	270	101000
		<b>Total for Vendor:</b>		<b>85.00</b>					
		*** Claim from another period ( 7/21) ****		55.00					
10234		107 MT SHASTA AREA NEWSPAPERS -							
		Legal-Pub Notice Budget 21-22							
		#9019 07/21/21 Legal-Pub Notice-Budget 21-22		55.00*			1010 402000	397	101000
		<b>Total for Vendor:</b>		<b>55.00</b>					
		416 MT SHASTA IT SERVICES							
10224		Aug IT Services		800.00					
		INV-0154 08/01/21 Aug IT Services		800.00*			1010 402000	396	101000
		<b>Total for Vendor:</b>		<b>800.00</b>					



\* ... Over spent expenditure

Claim/	Check	Invoice	#/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
10235		140	SDRMA									
Property Liability Program 21-22				82,018.27	****							
	70410`	06/03/21	Insurance General	34,762.27*			1010	402000		310		101000
	70410`	06/03/21	Insurance Fire Dept	10,452.00*			1040	402000		310		101000
	70410`	06/03/21	Insurance Alleys	3,049.00*			1050	402000		310		101000
	70410`	06/03/21	Insurance Park	3,004.00*			1070	402000		310		101000
	70410`	06/03/21	Insurance Library	251.00*			1080	402000		310		101000
	70410`	06/03/21	Insurance Refuse	8,000.00*			1090	402000		310		101000
	70410`	06/03/21	Insurance Sewer	7,600.00*			2000	402000		310		101000
	70410`	06/03/21	Insurance Water	14,900.00*			3000	402000		310		101000
10236		140	SDRMA									
Annual WC Premium				29,162.37								
	69942	06/03/21	WC General	6,439.37*			1010	401300		280		101000
	69942	06/03/21	WC Directors	85.00*			1020	401300		280		101000
	69942	06/03/21	WC Fire	4,904.00*			1040	401300		280		101000
	69942	06/03/21	WC Alleys	1,376.00*			1050	401300		280		101000
	69942	06/03/21	WC Park	3,088.00*			1070	401300		280		101000
	69942	06/03/21	WC Library	21.00*			1080	401300		280		101000
	69942	06/03/21	WC Refuse	3,840.00*			1090	401300		280		101000
	69942	06/03/21	WC Sewer	3,281.00*			2000	401300		280		101000
	69942	06/03/21	WC Water	6,128.00*			3000	401300		280		101000
<b>Total for Vendor:</b>				<b>111,180.64</b>								
*** Claim from another period ( 7/21) ****												
10231		102	SHASTA CASCADE HEALTH CENTER	180.00								
DMV Physical for Ambulance & Class B Drivers License												
	CL-213996	07/30/21	Physical for Ambulance Drvr	180.00*		725027	1040	402000		345		101000
<b>Total for Vendor:</b>				<b>180.00</b>								
*** Claim from another period ( 7/21) ****												
10225		169	SOLANOS HOME IMPROVEMENT CNTR	376.96								
Supplies - Building and Park Grounds care												
	280180	07/02/21	Weedeater String Trimmer Line	24.39*		725104	1070	403000		400		101000
	280544	07/09/21	Gazebos&Pavillion GFI covers	188.24*		725090	1070	403000		510		101000
	280728	07/12/21	Sct Hall-Bd Mtgs Pedistal Fan	91.47*		725104	1010	403000		400		101000
	280728	07/12/21	Sct Hall-Bd Mtgs Pedistal Fan	22.87*		725104	1070	403000		400		101000
	281408	07/23/21	20A Cartridge Fuses-2 packs	34.70*		725084	1070	403000		510		101000

\* ... Over spent expenditure

Claim/	Check	Invoice #/Name/ Vendor #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	281409	07/23/21 20A Cartridge Fuses (2) *** Claim from another period ( 7/21) ****	15.29*		725084	1070 403000	510	101000
	10226	169 SOLANOS HOME IMPROVEMENT CNTR Stihl BR600 Back Pack Blower + 4 shovels	594.01					
	281802	07/30/21 Stihl Br600 PackPack Blower	532.31*		725103	1010 403000	520	101000
	281802	07/30/21 (4) Long Hdl Pointed Shovels	61.70*		725103	1010 403000	520	101000
		<b>Total for Vendor:</b>	<b>970.97</b>					
		*** Claim from another period ( 7/21) ****	178.35					
	10232	1183 ULINE Marking Paint for Water & Sewer Lines	89.18*		725141	2000 403000	400	101000
	136797206	07/30/21 Marking Paint-Sewer Lines	89.17*		725141	3000 403000	400	101000
	136797206	07/30/21 Marking Paint-Water Lines	178.35					
		<b>Total for Vendor:</b>	<b>178.35</b>					
		*** Claim from another period ( 7/21) ****	150.00					
	10233	1106 USA North 2021 Membership Fee	75.00*			2000 405000	710	101000
	1524142021	07/20/21 2021 Membership Fee	75.00*			3000 405000	710	101000
	1524142021	07/20/21 2021 Membership Fee	150.00					
		<b>Total for Vendor:</b>	<b>150.00</b>					
		*** Claim from another period ( 6/21) ****	596.40					
	10229	170 WITTMAN ENTERPRISES, LLC Ambulance Collection Service Fees	596.40			1040 402000	394	101000
	2106028	07/14/21 8% of June 2021 Collections	596.40					
		<b>Total for Vendor:</b>	<b>596.40</b>					
		<b># of Claims</b>	<b>16</b>					
		<b>Total:</b>	<b>119,973.11</b>					

Fund/Account	Amount
1010 GENERAL	
101000 Operating Cash	\$42,742.12
1020 DIRECTORS	
101000 Operating Cash	\$85.00
1040 FIRE	
101000 Operating Cash	\$16,849.56
1041 FIRE - FSLA	
101000 Operating Cash	\$405.73
1050 ALLEYS	
101000 Operating Cash	\$4,426.70
1070 PARKS	
101000 Operating Cash	\$6,389.89
1080 LIBRARY	
101000 Operating Cash	\$272.85
1090 REFUSE	
101000 Operating Cash	\$16,425.91
2000 SEWER	
101000 Operating Cash	\$11,068.13
3000 WATER	
101000 Operating Cash	\$21,307.22
<b>Total:</b>	<b>\$119,973.11</b>

The foregoing claims are approved for payment in the manner provided by Resolution #3, dated November 8, 1965."

Prepared by: Keith Anderson \_\_\_\_\_  
Reviewed by:  \_\_\_\_\_

Claims Total: \$119973.11  
Signature #1 \_\_\_\_\_

Signature #2 \_\_\_\_\_

Signature #3 \_\_\_\_\_

Signature #4 \_\_\_\_\_

Signature #5 \_\_\_\_\_

**MCS D 2301A**  
**GENERAL MANAGER EMPLOYMENT AGREEMENT**  
**DRAFT**

This Agreement is made by and between the McCloud Community Services District, Siskiyou County, California, a community services district formed under applicable provisions of the Government Code of the State of California (hereinafter referred to as "District") and Amos McAbier, an individual and an employee of the District (hereinafter referred to as "General Manager"). This Agreement is made with reference to the following facts:

- a) The District is desirous of employing a qualified person to render the particular and special services of a professional nature with respect to the administration of the affairs of the District.
- b) California Government Code Section 61000 et seq. requires the District's Board of Directors to appoint a General Manager of the District and authorizes the execution of an employment contract following such appointment.
- c) The District's Board of Directors wishes to enter into an employment contract with Amos McAbier to secure his/her professional services on behalf of the District.

**IT IS AGREED:**

**DUTIES:** The General Manager shall perform the duties as prescribed by the Board of Directors in Policy 2300. The General Manager shall execute all powers and duties in accordance with the policies adopted by the Board, the provisions of the Government Code and all other applicable provisions of law.

**GENERAL MANAGER AND BOARD RESPONSIBILITIES:** The General Manager shall have the primary responsibility for the execution of District policy, including the day-to-day operation of the District's facilities, services and programs, whereas the Board shall retain the responsibility of formulating and adopting said policy

**PERSONNEL MATTERS:** The General Manager shall act as the employee relations officer for the District as detailed in Policy 2300.

**TERM OF EMPLOYMENT AND COMPENSATION:** Subject to the provisions for termination of this Agreement set forth below, the General Manager shall begin his/her employment with the District for a term of three years and shall be paid the annual sum \$75,000.00 Dollars for his/her full-time services, accruing neither overtime nor compensatory time, prorated and payable bi-weekly, subject to the following adjustments:

- a) Following the annual performance evaluation of the General Manager, he/she may negotiate for a salary increase effective the following fiscal year.

- b) On July 1 of the initial year of this agreement and each year thereafter, the General Manager shall be entitled to and shall receive a cost of living salary increase if afforded to the other regular employees of the District as approved by the Board.
- c) The Board of Directors may approve an increase in the General Manager's salary for exemplary performance and/or securing additional District funding sources (above and beyond) the current fiscal year budget.

FRINGE BENEFITS: The General Manager shall be afforded such fringe benefits of employment as are granted to the District's regular employees, as may be specified in the Personnel Policy of the District's Policy Manual.

PERFORMANCE OBJECTIVES: No later than May 1 of each year, under this Agreement, the General Manager shall meet with the Board to identify the General Manager's performance objectives for the following year. Said performance objectives shall be proposed by the General Manager in writing and submitted to the Board for approval. If the Board does not approve said performance objectives, they shall establish reasonable performance objectives following consultation with the General Manager. Performance objectives shall be consistent with the duties and responsibilities set forth in this Agreement.

EVALUATION: The Board shall evaluate the performance of the General Manager annually. The evaluation shall be based on the duties and agreed upon performance objectives.

TERMINATION AND DISMISSAL: The General Manager shall serve at the will and pleasure of the District's Board of Directors and may be terminated at any time, with or without cause. Nothing in this Agreement shall be construed to prevent the District from terminating this Agreement and the services of the General Manager in its sole discretion. The following provisions shall apply to termination and dismissal:

- a) The General Manager may be terminated after four months of physical or mental disability that prevents the General Manager from performing his essential job duties. Under such circumstances, the Board of Directors reserves the right to terminate this Agreement without providing any severance pay or continuation of health benefits.
- b) Except as provided in the preceding paragraph, if the Board of Directors terminates the employment of the General Manager without cause, the District shall pay the General Manager severance pay in an amount equal to his total monthly compensation for three months plus continuation of health benefits at District expense for two months.
- c) The Board of Directors shall have the right to discharge the General Manager and terminate this Agreement for cause in the event of any willful breach of duty by the General Manager in the course of his employment or in the case of the General Manager's habitual neglect of his duties, or upon conviction of a felony or a crime involving moral turpitude. In the event of the General Manager is terminated for cause, the General Manager shall not be entitled to any severance pay or continuation of health benefits.

- d) The General Manager may terminate this Agreement at any time upon sixty (60) days written notice to the Board of Directors. In the event that the General Manager should exercise his option to terminate this Agreement (resign from District employment), the General Manager shall not be entitled to any severance pay or continuation of health benefits.
- e) In the event of the General Manager's termination without cause, the severance pay and other benefits provided for in this Agreement shall be the General Manager's sole remedy.

APPLICABLE LAW: This Agreement shall be constructed in accordance with and governed by the laws of the State of California. Should any provision of this Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall nevertheless be binding and effective.

EFFECTIVE DATE AND TERM: Subject to the termination provisions provided herein, this Agreement shall be effective as of the date first written above for an initial term of three year(s). In such event, this Agreement will expire at the end of the last term.

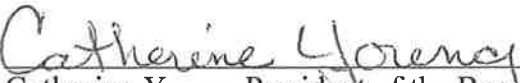
This Agreement is allowed to expire at the end of any term, the General Manager shall not be entitled to any severance pay or continuation of health benefits, as otherwise provided herein.

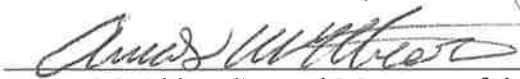
ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the District and the General Manager and supersedes all prior agreements respecting the same subject, provided however, that all practices as described in the Personnel Policy of the District's Board Policy, as they now exist or may hereafter be amended shall apply to the General Manager, unless contrary to specific provisions of this Agreement.

Each party agrees and acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not intended herein and that any agreement, statement, or promise not contained in this Agreement shall not be valid or binding on either party.

AMENDMENTS: Any modifications of this Agreement will be effective only if in writing and signed by both the General Manager and the District Board.

Dated this 1st day of July, 2020.

  
Catherine Young, President of the Board of Directors

  
Amos McAbier, General Manager of the McCloud Community Services District

ATTEST:   
Teryl Smith, Secretary of the Board

**McCLOUD COMMUNITY SERVICES DISTRICT**  
**Policy and Procedure Manual**

**POLICY TITLE:** Employee Compensation, Hours of Work and Overtime  
**POLICY NUMBER:** 2010  
**ADOPTED:** September 23, 2002  
**REVIEWED:** 10/13/15, 04/12/16, 09/09/20  
**REVISED:** 10/12/04, 09/12/16, 11/12/20

**2010.10** This policy shall apply to all employees.

**2010.20** Regular Full-Time Employees

**2010.21** The Board of Directors has established a salary schedule for each full-time regular position classification within the District. At the time of hiring, an employee shall be placed on the first step of the salary schedule unless otherwise recommended by the General Manager and approved by the Board of Directors.

**2010.22** Regular full-time employees shall be entitled to a percentage increase per the MOU for the ensuing fiscal year, effective July 1<sup>st</sup>, if approved by the Board of Directors in the annual budget. Employees are eligible on their anniversary date for advancement to the next step on the salary schedule within their position classifications and the limits of the salary schedule, dependent upon satisfactory performance and upon the approval by the General Manager. The General Manager position shall be entitled to the same percentage increase per the MOU as stated above.

**2010.23** Employees within certain position classifications may be eligible for a 1% incentive pay increase upon successful completion of coursework approved jointly by representatives of the Union, Public Works Superintendent and the General Manager and relevant to the job, achievement of certification above and beyond that required for the position held by the employee and/or for superior performance.

**2010.24** Employees successfully passing/receiving certifications from the California Department of Health Services to move to the next job classification, shall go to the step which provides the next highest salary.



**2010.30** Temporary or Seasonal Employees

Temporary or seasonal employees will be paid at the hourly rate detailed in the salary schedule approved by the Board of Directors. If the temporary employee is provided by a temporary personnel service, said employee will be paid by the temporary personnel service and not the District.

**2010.40** Regular Part-Time Employees

**2010.41** The Board of Directors has established a salary schedule for each part-time regular position classification within the District. At the time of hiring, an employee shall be placed on the first step of the salary schedule unless otherwise recommended by the General Manager and approved by the Board of Directors.

**2010.42** Regular part-time employees shall be entitled to a cost of living increase for the ensuing fiscal year, effective July 1, if approved by the Board of Directors in the annual budget. Employees are eligible on a fiscal year basis for advancement to the next step on the salary schedule within their position classification and the limits of the salary schedule, dependent upon satisfactory performance and written recommendation by the General Manager.

**2010.50** Work Week and Job Assignments

The workweek shall consist of seven (7) consecutive days from 12:00 a.m. Monday through midnight Sunday. Regular office staff hours begin at 8:00 a.m. and end at 5:00 p.m., Monday through Friday. Regular field staff hours are 7:00 a.m. to 3:30 p.m. Alternative work hours may be established by the District as necessary to facilitate snow removal and/or emergency situations. The basic day of work for full-time employees is eight (8) hours, exclusive of a one-half (1/2) hour meal period, which is not compensated. Basic day of work for full time office staff employees is eight (8) hours exclusive of a one (1) hour meal period which is not compensated. Rest periods are provided on employer-paid time for a period of ten (10) minutes during each four (4) consecutive hours of work. Such rest periods will be scheduled in accordance with District business requirements and in a location acceptable to the District. Various factors such as work load, operational efficiency and staffing needs may require variations in an employee's starting and quitting times and total hours worked each day or each week. The District reserves the right to assign employees to jobs other than their usual assignments when required. When reasonable justification or public service needs require, employees may be required to work "on-call time", "call-out time", overtime or hours other than those normally scheduled. As part of its responsibility to its customers, the District expects its employees to be at work as

scheduled, to arrange their personal schedules to accommodate the District's established working hours and to notify the District prior to their schedule start time if they expect to be absent or tardy. If it becomes necessary for non-exempt employees to leave during working hours for personal business, permission to leave must be obtained from the employee's supervisor or the General Manager. A leave application form must be completed for time to be charged to accrued vacation or sick leave.

## **2010.60** Overtime Policy

**2010.61** Employees shall be paid for their hours worked in accordance with all legal requirements. Employees who qualify as administrative, executive or professional employees within the meaning of the State and Federal Wage and Hour laws are exempt from overtime pay and are not subject to this policy. Only regular, full-time employees, other than employees who qualify as administrative, executive, or professional employees within the meaning of the State and Federal Wage and Hour laws may normally be authorized to work overtime hours within the meaning of this policy.

**2010.62** Overtime should be kept to a minimum. All overtime other than overtime for "on-call duty" described below necessitates prior written authorization by the General Manager or his/her designated representative. Employees subject to this policy or authorized to work overtime shall receive overtime pay or compensatory time as provided below.

**2010.63** Authorized overtime is compensated at one and one-half (1 ½) times an employee's regular rate of pay for all hours worked over eight (8) hours in one day or forty (40) hours in any single workweek. For the purposes of this overtime policy, the District's work week begins at 12:00 a.m. Monday and ends at 11:59 p.m. the following Sunday. For purposes of the overtime policy, each work day begins at 12:00 a.m. and ends at 11:59 p.m. on the same day.

**2010.64** Authorized overtime shall be recorded on the timesheet by the employee in writing, along with reference to the date and time of authorization by the General Manager or his/her designated representative. The timesheet shall be initialed and dated by the General Manager. The General Manager may waive the requirement to initial for overtime authorization in order to avoid an unfair result but any such waiver shall be made in the sole discretion of the General Manager.

**2010.641** Overtime is rounded out to the nearest quarter of an hour.

**2010.642** Sick time, holiday and vacation hours paid but not worked are not included in calculating overtime. Overtime is based on actual hours

worked as required by law.

**2010.70** Compensatory Time Off in Lieu of Overtime Pay

**2010.71 Employees** who qualify as administrative, executive or professional employees within the meaning of the State and Federal wage and hour laws (exempt employees) are paid a fixed salary that is intended to cover all of the compensation to which they are entitled, regardless of the number of hours worked in any work week. As such, exempt employees are not entitled to overtime pay under any circumstances. However, the General Manager may authorize compensatory time off for exempt employees under special circumstances who perform authorized work in excess of forty (40) hours during any work week.

**2010.72** Full-time non-exempt employees may choose to be given compensatory time off in lieu of overtime pay for authorized work in excess of forty (40) hours per week to be computed at one and one-half (1 ½) times the excess hours worked. The District Finance Officer shall keep an accurate record of compensatory time earned and compensatory time off for all such employees. An employee may not accrue more than two hundred and forty (240) hours of compensatory time off. After two hundred and forty (240) hours have been accrued, any additional authorized overtime worked will be compensated with overtime pay at the rate of one and one-half (1 ½) times the excess hours worked over forty (40) hours in one week. Request for taking compensatory time off should be submitted to the General Manager in writing as far in advance as feasible. Accumulated compensatory time off may not be used in excess of the total amount specified in the current Memorandum of Understanding between the District and an employee organization.

**2010.80** On-Call Duty

“On-call duty” is defined as that time during which a non-exempt employee of the District is assigned to be available for work after normal working hours Monday through Friday and on those Saturdays, Sundays and holidays officially designated by the District. Any District employee assigned on-call duty shall be entitled to additional pay in the amount of \$150 per week in addition to any overtime hours incurred as a result of a call-out during this period. In the event there are less than 3 field staff who are Operating Engineer members, and available on the roll, staff shall be temporarily compensated \$200 per week in addition to any overtime hours incurred as a result of a call-out during this period.

**2010.90** Call Back Pay

**2010.** When the employee is required to return to work outside of the employee's normal work schedule after the employee has completed the employee's usual work shift and has left the work site, the employee shall earn call back pay. An employee who has been called back shall earn call back pay in an amount equal to a minimum of two (2) hours of overtime pay or the overtime pay for the hours actually worked, whichever is greater. If an employee is called back to work on a holiday, all compensated hours will be paid at double-time (2x the normal hourly wage).

**2010.92** Non-exempt District employees required to return to work outside of the employees' normally assigned work shift for the purpose of attendance at District meetings or functions will receive a minimum of two (2) hours of compensation. If actual time spent in such meetings or at such functions exceeds the minimum two (2) hours, employees will receive compensation for actual time of attendance in excess of the two (2) hour minimum. Employees will be compensated at their regular hourly rate for all such time worked except to the extent that such work exceeds forty (40) hours in any work week for any particular employee, and such excess hours shall then be compensated at one and one-half (1 ½) that employee's regular hourly rate of pay by means of overtime, compensation or compensatory time off as defined in these policies. Employees who qualify as administrative, executive or professional employees within the meaning of the State and Federal wage and hour laws are not subject to this policy and shall not receive payment for call-out time in addition to their usual salary.

**2010.100** Pay Date

Timesheets are due on Monday from each employee. Yearly paydays will consist of a total of twenty-six (26) pay periods with paydays being every other Friday; unless Friday falls on a scheduled holiday, in which instance the pay date shall be the last regular workday immediately prior to that holiday.

**STAFF REPORT FOR ORDINANCE AMENDING ORDINANCE NO. ~~273~~  
RULES AND REGULATIONS RELATING TO WATER SERVICE**

**1. Recommendation**

- 1.1. At the meeting on ~~August 9th~~, 2021, introduce and take related actions concerning an Ordinance Amending Ordinance No. ~~273~~ Rules and Regulations Relating to Water Service.
- 1.2. At the meeting on \_\_\_, 2021, consider adopting the Ordinance and a related resolution determining that the action is exempt from review under the California Environmental Quality Act (“CEQA”).

**2. Background**

In response to recurring interest by Beverage Manufacturers in obtaining water service from the District, District staff and legal counsel have developed the draft Ordinance as a framework for how these proposed uses could be served in the future.<sup>1</sup>

**3. Discussion**

The relevant background is set forth in the draft Ordinance. In summary, the District’s current water system, rules for water service, and domestic use rates do not appropriately address Beverage Manufacturers and Beverage Bottling Uses. In particular, the District’s existing flat rates for domestic water service would be problematic if applied to high-capacity users like Beverage Manufacturers and could pose an unreasonable danger to the District’s water system, finances, and existing users.

The District is authorized to define distinct classes of users and fix rates for service to those classes. However, it is not practicable for the District to fix new water rates for potential Beverage Bottling Uses. First, the District does not currently have a reasonable basis for determining the impacts any given Beverage Manufacturer would have on the District’s water system because this class of user has not historically been served by the District. Second, a generally-applicable water rate is not practicable because operations and water service requirements between Beverage Manufacturers will vary greatly. Third, there is an unreasonable danger that Beverage Bottling Uses would not bear all costs associated with their use because water rates are very difficult for the District to revise in light of changed circumstances or incorrect assumptions.

When it is not practicable for the District to fix generally-applicable water rates for a given user class, the District may establish water rates by agreement. (See *Louisiana-Pacific Corp. v. Humboldt Bay Mun. Water Dist.* (1982) 137 Cal.App.3d 152 (holding municipal water district may set rates by contract under Water Code sections 71590, 71592, and 716161); see also Gov. Code, § 61100, subd. (a) (providing community services districts supply water under the laws applicable to municipal water districts).) Consistent with this authority, the proposed Ordinance would do the following:

---

<sup>1</sup> As used in this staff report, the terms “Beverage Manufacturer” and “Beverage Bottling Use” have the meanings defined in section 2 of the draft Ordinance.

- A. Make findings to support the District’s determination that it is not practicable to set generally-applicable rates for Beverage Bottling Uses.
- B. Declare that the sale of limited District water supplies to users within the District for use within the District is the superior use of those supplies. The sale of surplus water for Beverage Bottling Uses and export outside the District is a subordinate use of District water supplies
- C. Amend the District’s Ordinance No. 273, Rules and Regulations Relating to Water Service, to define Beverage Manufacturers as a separate and distinct class of potential users of District supplies. Because of the unique circumstances surrounding Beverage Bottling Uses, water service for these uses would be subject to the following conditions:
  - i. The availability of surplus water above the amounts necessary to meet the reasonable needs of regular water service customers for beneficial uses within the District;
  - ii. Compliance with all rules applicable to water service by the District, to the extent not inconsistent with the Ordinance;
  - iii. Compliance with CEQA; and,
  - iv. Execution of one or more written agreements approved by the Beverage Manufacturer and the District’s Board of Directors that set forth the water rates, charges, and other terms applicable to the service.

These rules for service would apply to Beverage Manufacturers whose operations are in the District’s service area and outside the District’s service area. Other existing laws and rules would potentially apply for Beverage Manufacturers whose operations are outside the District’s service area.

Should it become practicable in the future to fix generally-applicable water rates for Beverage Bottling Uses, the District would have the option of repealing the Ordinance and adopting such rates in compliance with all applicable laws.

**User Name:** Andrew Ramos

**Date and Time:** Monday, April 26, 2021 5:31:00 PM EDT

**Job Number:** 142399273

## Document (1)

1. [Louisiana-Pacific Corp. v. Humboldt Bay Mun. Water Dist., 137 Cal. App. 3d 152](#)

**Client/Matter:** 8922.01

**Louisiana-Pacific Corp. v. Humboldt Bay Mun. Water Dist. (Cal. App. 1st Dist. Nov. 2, 1982), 137 Cal. App. 3d 152, 186 Cal. Rptr. 833, 1982 Cal. App. LEXIS 2136:**

**Search Type:** Natural Language

**Narrowed by:**

**Content Type**  
Cases

**Narrowed by**  
custom: custom



## Louisiana-Pacific Corp. v. Humboldt Bay Mun. Water Dist.

Court of Appeal of California, First Appellate District, Division Two

November 2, 1982

Civ. No. 46245

### Reporter

137 Cal. App. 3d 152 \*; 186 Cal. Rptr. 833 \*\*; 1982 Cal. App. LEXIS 2136 \*\*\*

LOUISIANA-PACIFIC CORPORATION, Plaintiff and Appellant, v. HUMBOLDT BAY MUNICIPAL WATER DISTRICT et al., Defendants and Respondents. CROWN SIMPSON CORPORATION, Plaintiff and Appellant, v. HUMBOLDT BAY MUNICIPAL WATER DISTRICT et al., Defendants and Respondents

**Subsequent History:** [\*\*\*1] A petition for a rehearing was denied December 2, 1982. Grodin, J., was of the opinion that the petition should be granted. The petition of respondent Humboldt Bay Municipal Water District for a hearing by the Supreme Court was denied December 29, 1982.

**Prior History:** Superior Court of Humboldt County, Nos. 62691, 62624, Frank S. Petersen, Judge. \*

**Disposition:** The judgment is reversed.

### Core Terms

rates, contracts, municipality, facilities, provisions, board of directors, water district, ordinance, municipal water district, power to contract, powers, bonded debt, supplied, Italics, fixing, fix rates, telephone, inducing, sections, appears, charges, locate

## Case Summary

### Procedural Posture

Plaintiff pulp mills appealed a ruling of the Superior Court of Humboldt County (California), that found defendant water district was not empowered to enter long term contracts, could not surrender the duties and powers delegated to it by [Cal. Water Code § 71616](#), and could not surrender rate-making power by the long term contract relied upon by plaintiffs.

### Overview

Defendant water district was formed pursuant to the Municipal Water District Act, [Cal. Water Code § 71000 et seq.](#), with the express intent of inducing plaintiff pulp mills to locate within defendant's boundaries. Defendant and plaintiffs entered into rate agreements. After 18 years defendant's board of directors passed a resolution that directed the general manager to prepare a new rate schedule asserting that rate contracts invalidly limited the board's power to set rates. The trial court denied plaintiff's requested relief. Plaintiffs appealed the trial court's ruling that found defendant was not empowered to surrender the duties and powers delegated to it by [Cal. Water Code § 71616](#), and could not surrender rate-making power by the contract with plaintiffs. The court reversed the trial court's ruling because it found current provisions for rate fixing were discretionary under [Cal. Water Code §§ 71614, 71616](#), and concluded defendant had the power to either regulate or contract as to rates. The court held defendant's power to contract under [Cal. Water Code § 71592](#), may not be superceded by regulation.

\* Assigned by the Chairperson of the Judicial Council.



Overview

### [HN3](#) **Governments, Public Improvements**

See [Cal. Water Code § 71592](#).

Governments > Public Improvements > General  
Overview

### [HN4](#) **Governments, Public Improvements**

See [Cal. Water Code § 71616](#).

Governments > Public Improvements > General  
Overview

### [HN5](#) **Governments, Public Improvements**

See [Cal. Water Code § 71614](#).

Governments > Legislation > Interpretation

### [HN6](#) **Legislation, Interpretation**

Where changes have been introduced to a statute by amendment it must be assumed the changes have a purpose; by substantially amending a statute the legislature demonstrates an intent to change the preexisting law in all areas where there is a material change in the language of the act.

Energy & Utilities Law > Utility  
Companies > Rates > General Overview

Governments > Public Improvements > General  
Overview

Public Contracts Law > Types of Contracts > Local  
Government Contracts

### [HN7](#) **Utility Companies, Rates**

Where a public service corporation and the municipality have power to contract as to rates, and exert that power by fixing the rates to govern during a particular time, the enforcement of such rates is controlled by the obligation resulting from the contract. Where a municipality has both the power to contract as to rates and also the power to prescribe rates from time to

## Outcome

The court reversed the trial court's ruling and held that defendant was empowered to either regulate or contract as to rates because it found the statutory provisions for rate fixing were discretionary and the power to contract was expressly stated.

## LexisNexis® Headnotes

---

Governments > Legislation > Interpretation

Governments > Legislation > General Overview

### [HN1](#) **Legislation, Interpretation**

In the construction of a statute it is a cardinal rule that all parts are to be construed with reference to each other, and when a conflict appears, the general provisions yield to those specific. This rule is invoked, however, only where there is an apparent lack of harmony between the provisions. Its effect is not to isolate parts and attempt to build up a conflict which in fact does not exist. Similarly, statutes in pari materia, although in apparent conflict, should be construed to be in harmony with each other so far as reasonably possible. A specific provision relating to a particular subject will govern in respect to that subject as against the general provision, although the latter, standing alone, would be broad enough to include the subject to which the more particular provisions relate. However, it is well settled that the statutes and codes blend into each other, and are to be regarded as constituting but a single statute.

Governments > Public Improvements > General  
Overview

### [HN2](#) **Governments, Public Improvements**

See [Cal. Water Code § 71590](#).

Governments > Public Improvements > General

time, if it exercises the power to contract, its power to regulate the rates during the period of the contract is thereby suspended, and the contract is binding.

Energy & Utilities Law > Utility  
Companies > Rates > General Overview

Governments > Local Governments > Administrative  
Boards

Energy & Utilities Law > Regulators > Public Utility  
Commissions > Authorities & Powers

Energy & Utilities Law > Utility Companies > General  
Overview

Governments > Public Improvements > General  
Overview

Public Contracts Law > Types of Contracts > Local  
Government Contracts

### [HN8](#) **Utility Companies, Rates**

Where the municipality enters into a contract pursuant to express statutory authority to contract, the courts have recognized that the specific authority to contract, insofar as this authority conflicts with the general power conferred on the municipality to regulate public utility rates, should prevail.

## Headnotes/Summary

### Summary

#### CALIFORNIA OFFICIAL REPORTS SUMMARY

In consolidated actions by two lumber companies for declaratory relief against a municipal water district which enacted an ordinance purporting to supersede those portions of preexisting contracts with the companies which established rates for water supplied to them, the trial court held that the district had no power to enter into the contracts and that the district was not estopped from setting new and different rates. (Superior Court of Humboldt County, Nos. 62691, 62624, Frank S. Petersen, Judge. \*)

The Court of Appeal reversed, holding that a municipal water district has the power to either regulate or contract as to rates. The court held that, although [Wat. Code, § 71616](#), provides that a water district, "so far as practicable," shall fix rates for water in the district, [Wat. Code, § 71590](#), provides that a district may exercise the powers expressly granted or necessarily implied in the statutes, and [Wat. Code, § 71592](#), states that a district may make contracts and do all acts necessary to exercise its powers. Moreover, the court held that [Wat. Code, § 71614](#), grants districts discretionary power to fix rates. (Opinion by Miller, J., with Rouse, J., concurring. Separate concurring and dissenting opinion by Grodin, P. J.)

### Headnotes

#### CALIFORNIA OFFICIAL REPORTS HEADNOTES

Classified to California Digest of Official Reports, 3d Series

[CA\(1a\)](#)  (1a) [CA\(1b\)](#)  (1b) [CA\(1c\)](#)  (1c)

**Waters § 184—Public Utilities Selling Water—Public Regulation and Rate Fixing—Power to Set Rates by Contract With Customer.**

--A municipal water district has the power to either regulate or contract as to rates. Although [Wat. Code, § 71616](#), provides that a water district, "so far as practicable," shall fix rates for water in the district, [Wat. Code, § 71590](#), provides that a district may exercise the powers expressly granted or necessarily implied by the governing statutes, and [Wat. Code, § 71592](#), states that a district may make contracts and do all acts necessary to exercise its powers. Moreover, [Wat. Code, § 71614](#), grants districts discretionary power to fix rates. Therefore, in consolidated actions by two lumber companies for declaratory relief against a municipal water district which enacted an ordinance purporting to supersede those portions of preexisting contracts with the companies which established rates for water supplied to them, the trial court erred in holding that the district had no power to enter into the contracts and that the district was not estopped from setting new and different rates.

[CA\(2\)](#)  (2)

**Statutes § 49—Construction—Reference to Other Laws—In Pari Materia.**

--Statutes *in pari materia*, although in apparent conflict, should be construed to be in harmony with each other so far as reasonably possible, even when one statute merely deals generally with a particular subject while another deals with the same subject in greater detail and particularity.

\* Assigned by the Chairperson of the Judicial Council.

[CA\(3\)](#) (3)

**Statutes § 26—Construction—Adopted and Reenacted Statutes—Amendments.**

--Where changes have been introduced to a statute by amendment it must be assumed that the changes have a purpose; by substantially amending a statute the Legislature demonstrates an intent to change the preexisting law in all areas where there is a material change in the language of the act.

**Counsel:** Paul R. Haerle, James B. DeGolia, Mary Jo Sherlin, Thelen, Marrin, Johnson & Bridges, Pillsbury, Madison & Sutro, Walter R. Allan, Donald J. Putterman-Crigger, Janssen, Malloy & Marchi and Clayton R. Janssen for Plaintiffs and Appellants.

Richard B. McDonough, Donald T. Ramsey and Carroll, Burdick & McDonough for Defendants and Respondents.

**Judges:** Opinion by Miller, J., with Rouse, J., concurring. Separate concurring and dissenting opinion by Grodin, P. J.

**Opinion by:** MILLER

## Opinion

[\*154] [\*834] In this action we consider whether a municipal water district can unilaterally abrogate selected provisions of its contracts by declaring, 18 years after the first contract was executed, that its statutory power to enter into contracts does not include [\*3] the power to contract with respect to rates.

The action was submitted to the trial court upon stipulated facts which may be summarized as follows: The Humboldt Bay Municipal Water District (hereinafter District) was formed in November 1956 pursuant to the Municipal Water District Act of 1911, [Water Code section 71000 et seq.](#) One of the express intents and purposes of the formation was to

induce Louisiana-Pacific Corporation and Crown-Simpson Corporation [\*835] (hereinafter appellants) to locate their pulp mills within the District's boundaries. At the time of the 1956 election, the voters of Humboldt County understood that the assurance of a water supply to appellants was a means of inducing appellants to locate their mills in Humboldt County.

In accordance with the express purpose of inducing appellants to locate within its territory, District entered into separate agreements (hereinafter First Agreement) with appellants on September 8, 1959. The First Agreement obligated District to sell and appellants to purchase a minimum quantity of water, subject to availability, at a price set in the agreement. A sliding scale was set for water sold in excess of the minimum quantities. [\*3] The prices were subject to adjustment to reflect any differences between estimated and actual costs of construction of District's facilities and, in fact, the stated prices were increased by 20 percent. In addition, 15 percent of appellants' payments was subject to further annual adjustments based on changes in the index of wholesale prices. By its terms, the First Agreement was to expire on December 31, 1999.

On February 23, 1966, appellants and District entered into agreements for supplemental water volumes (hereinafter Second Agreement). That agreement provided for a sale of additional water, reducible at District's discretion to supply other customers. The Second Agreement contemplated that District would construct additional facilities and it related payments for the additional water to be provided to District's actual or estimated costs for the additional facilities. In order to accomplish this, the agreement established a "Contract Price," to be calculated each year, which was to be the sum of four "Price Factors." <sup>1</sup>

[\*4] [\*155] On January 28, 1975, appellants and District entered into another agreement (hereinafter Third Agreement) after it became apparent that existing facilities were incapable of providing the amount of water desired. The Third Agreement provided for modifications in the facilities together with an adjustment of the prices for water. <sup>2</sup>

<sup>1</sup>The "Price Factors" were as follows: 1) Payments of the principal and interest on bonds due and owing during each year. (Each appellant paid one half.) 2) \$ 105,820, less a possible credit, toward District's fixed expenses for existing facilities. 3) Eleven seventy-fifths (11/75ths) of District's annual operating expenses. 4) The actual cost of electric power required to deliver water under the second agreement.

<sup>2</sup>The third price factor of the Second Agreement was made subject to adjustment to reflect changes in the Building Cost Index prepared by Engineering News-Record. The fourth price factor was altered so as to give the District the benefit of savings resulting from the lower

For nearly 18 years all the parties operated under and relied on each of these agreements; nobody challenged the validity of any of the agreements in whole or in part.

However, on April 14, 1977, the board of directors of District passed a resolution directing the general manager to prepare an ordinance embodying a new rate schedule applicable [\*\*\*5] to all District's customers. The resolution was based on the opinion of the board of directors that existing contract provisions that established the price of water to customers constituted an invalid limitation on the power of the board to set rates. On this basis, the board declared that it did not consider itself bound by the rate provisions of any of its municipal or industrial contracts.

Pursuant to this resolution, ordinance No. 10 was passed by the board on July 14, 1977. The ordinance established a new rate structure which purported ". . . to supersede only those portions of preexisting contracts with the District's municipal and industrial customers which establish rates and charges for water."

In September 1977, each appellant filed a complaint for declaratory relief. The cases were consolidated and, on the basis of the [\*\*\*836] parties' factual stipulation and briefs, the court concluded that:

1) District "was not empowered to enter into the long term contracts" in question and "could not surrender the duties and powers delegated to it by the California Legislature in § 71616 of the Water Code."

2) District was not estopped from setting rates different from those [\*\*\*6] established by the contracts.

3) District could not "surrender" rate-making power by any long term contract in general or the long term contracts relied upon by appellants.

[\*156] 4) Appellants were not entitled to recover any sums paid by them pursuant to rates assessed by District.

The trial court's conclusions appear to be based on the rationale that the specific code provision (Wat. Code, § 71616) mandates a municipal water district to fix rates and thus conflicts with the general code provision permitting a district to make contracts (Wat. Code, § 71592), at least with respect to rates. Therefore, according to rules of statutory construction, the specific controls over the general.

CA(1a)[↑] (1a) On appeal appellants' primary argument is that District is empowered by statute to enter binding

power requirements of the contemplated new facilities.

contracts and there is no basis for inferring that contracts may not be the vehicle by which the District establishes rates. We agree with appellants' position and reverse the judgment accordingly.

CA(2)[↑] (2) "HNI[↑] In the construction of a statute, . . . it is a cardinal rule that all parts are to be construed with reference to each other, and when a conflict appears, the general provisions yield to those [\*\*\*7] specific. *This rule is invoked, however, only where there is an apparent lack of harmony between the provisions.* Its effect is not to isolate parts and attempt to build up a conflict which in fact does not exist." (*J. Breuner Co. v. Western Union Tel. Co. (1930) 108 Cal.App. 243, 253 [291 P. 445]*, italics supplied; see also, Code Civ. Proc., § 1858; *In re Ricky H. (1981) 30 Cal.3d 176, 187 [178 Cal.Rptr. 324, 636 P.2d 13]*; *In re Bandmann (1958) 51 Cal.2d 388, 393 [333 P.2d 339]*; *Clements v. T.R. Bechtel Co. (1954) 43 Cal.2d 227, 232 [273 P.2d 5]*; 2A Sutherland, *Statutory Construction* (4th ed. 1973) § 46.05, pp. 56-57.) Similarly, statutes in *pari materia*, although in apparent conflict, should be construed to be in harmony with each other so far as reasonably possible. (*Boyd v. Huntington (1932) 215 Cal. 473, 482 [11 P.2d 383]*; *Ramos v. City of Santa Clara (1973) 35 Cal.App.3d 93, 97 [110 Cal.Rptr. 485]*; 2A Sutherland, *Statutory Construction* (4th ed. 1973) § 51.02, p. 290.) In *Natural Resources Defense Council, Inc. v. Arcata Nat. Corp. (1976) 59 Cal.App.3d 959, 965 [131 Cal.Rptr. 172]*, this court reiterated the [\*\*\*8] established rule: "Broadly speaking, a specific provision relating to a particular subject will govern in respect to that subject as against the general provision, although the latter, standing alone, would be broad enough to include the subject to which the more particular provisions relate. [Citation.] However, it is well settled that the statutes and codes blend into each other, and are to be regarded as constituting but a single statute. [Citation.] One should seek to consider the statutes not as antagonistic laws but as parts of the whole system which must be harmonized and effect given to every section. [Citations.] Accordingly, statutes which are in *pari materia* should be read together and harmonized if possible. Even when one statute merely deals generally with a particular subject while the other legislates specially upon the [\*157] same subject with greater detail and particularity, the two should be reconciled and construed so as to uphold both of them if it is reasonably possible to do so. [Citations.]"

CA(1b)[↑] (1b) In the instant action, part 5 of the Water Code sections <sup>3</sup> pertaining to municipal water districts is entitled "Powers and Purposes." Chapter 1 of [\*\*\*9] part 5 is

<sup>3</sup> All parts, chapters and sections will refer to the Water Code unless otherwise indicated.



entitled **[\*\*837]** "Powers Generally." Appearing under chapter 1 is **HN2**<sup>[↑]</sup> [section 71590](#) which provides: "A district may exercise the powers which are expressly granted by this division or are necessarily implied." Also included under chapter 1 is **HN3**<sup>[↑]</sup> [section 71592](#) which states: "A district may make contracts, employ labor, and do all acts necessary for the full exercise of its powers." Based on these two sections appellants contend that District can not only make contracts but may establish rates by way of contract.

On the other hand, chapter 2 of part 5 is entitled "Water." Article 1 under chapter 2 dealing with "Development and Sale" includes **HN4**<sup>[↑]</sup> [section 71616](#) which provides as follows:

"A district, so far as practicable, shall fix such rates for water in the district, and in each improvement district therein, as will result in revenues which will:

"(a) Pay the operating expenses of the district and the improvement **[\*\*\*10]** district.

"(b) Provide for repairs and depreciation of works.

"(c) Provide for a reasonable surplus for improvements, extensions, and enlargements.

"(d) Pay the interest on any bonded debt.

"(e) Provide a sinking or other fund for the payment of the principal of such bonded debt as it becomes due.

"(f) Repay advances, together with interest at a rate not to exceed the interest value of money to the district, made from the district to an improvement district."

In his notice of intended decision the trial court took the position that rate fixing responsibility is vested in District's board of directors and "[no] where in the law is a section which empowers the Board to enter into a long term contract for the sale of water by which the rates for water sold are not only frozen but **[\*158]** are fixed without regard to the legal criteria set forth in [Water Code Section 71616](#)." The analysis is incorrect.

Rather than strain to find a conflict, the court below should have considered all relevant statutes in order to determine if they could be consistently applied. **HNS**<sup>[↑]</sup> [Section 71614](#) which also appears under chapter 2, article 1, declares in part: "A district *may* fix the rates at **[\*\*\*11]** which water shall be sold." (Italics supplied.) The statute is clearly discretionary; while it invests the district with power to regulate rates, it does not require that the district do so in every case. When the permissive nature of [section 71614](#) is coupled with the

qualifying "so far as practicable" phraseology of [section 71616](#), it is evident that they are not in conflict with [section 71592](#).

This analysis is reinforced when one considers the legislative history of the relevant statutes. The original water district law was enacted in the regular and extra session of the state Legislature in 1911. (Stats. 1911, ch. 671, p. 1290 et seq. amended by Stats. 1911, Ex. Sess., ch. 19, p. 92, et seq.) In both the original and amended law of 1911 section 12 provided: "Any municipal water district incorporated as herein provided, shall have power: . . . 10. To make contracts, to employ labor, and do all acts necessary for the full exercise of the foregoing powers. "Section 20 of the amended law provided: "The board of directors *shall* fix all water rates and through the general manager collect the charges for the sale and distribution of water to all consumers." (Italics supplied.) **[\*\*\*12]** Section 22 of the 1911 amendment provided: "The board of directors in the furnishing of water *shall* fix such rate as will pay the operating expenses of the district, provide for repairs and depreciation of works owned or operated by it, pay the interest on any bonded debt, and, so far as possible, provide a sinking or other fund for the payment of the principal of such debt as it may become due; it being the intention of this section to require the district to pay the interest and principal of its bonded debt from the revenues of the district." (Italics supplied.)

Wholesale amendments were made to water district law in 1951. (Stats. 1951, ch. 62, p. 183 et seq.) Section 12, paragraph 10 of the original act remained the same. **[\*\*838]** However, section 20 was repealed and section 13 was amended to state inter alia: "The board of directors shall have power: . . . (8) To fix the rates at which water shall be sold, and to establish different rates for different classes or conditions of service; provided, that rates shall be uniform for like classes or conditions of service throughout the district, . . ." Section 22 was amended to read as follows: "The board of directors, **[\*\*\*13]** *so far as practicable*, shall fix such rate or rates for water as will result in revenues which will pay the operating expenses of the district, provide for repairs and depreciation of works owned or operated by the district, and provide a reasonable surplus for improvements, **[\*159]** extensions and enlargements, pay the interest on any bonded debt of the district, and provide a sinking or other fund for the payment of the principal of such debt as it may become due." (Italics supplied.) Section 22 was amended in 1955, but the amendment was without significance for our analysis.

In 1963, an act revising and consolidating the law relating to municipal water districts was passed. (Stats. 1963, ch. 156, p. 823 et seq.) The act created the current code sections with which we are presently concerned. With the exception of the

addition of subdivision (f) to [section 71616](#) in 1969, all pertinent code sections have remained unchanged.

[CA\(3\)](#)<sup>[↑]</sup> (3) [HN6](#)<sup>[↑]</sup> Where changes have been introduced to a statute by amendment it must be assumed the changes have a purpose; by substantially amending a statute the Legislature demonstrates an intent to change the preexisting law in all areas where there is a material **[\*\*\*14]** change in the language of the act. (*People v. Perkins (1951) 37 Cal.2d 62, 64 [230 P.2d 353]; People v. Weitzel (1927) 201 Cal. 116, 118 [255 P. 792, 52 A.L.R. 811]; People v. Moreland (1978) 81 Cal.App.3d 11, 19 [146 Cal.Rptr. 118].*) [CA\(1c\)](#)<sup>[↑]</sup> (1c) In 1911, water district law unequivocally stated that the district's board of directors shall fix all water rates. In 1951, the rate making provision was changed to provide that the board of directors shall have power to fix rates. Finally, in 1963, the rate provision stated that the district may fix rates. Thus, it is clear from the history of water district law that what may have been characterized as a mandatory authority to set rates in 1911 has evolved into merely discretionary power. We necessarily conclude that since [section 71614](#)'s power to fix rates is discretionary and [section 71616](#)'s mandate is qualified by the language "so far as practicable" the two statutes do not conflict with, let alone supersede, [section 71592](#)'s express authority to contract.

Citing primarily *Home Telephone Co. v. Los Angeles (1908) 211 U.S. 265 [53 L.Ed. 176, 29 S.Ct. 50]* and *American Toll Bridge Co. v. Railroad Com* **[\*\*\*15]** . (1938) *12 Cal.2d 184 [83 P.2d 1]*, respondent maintains that the fixing of rates is a legislative act and, absent legislative authority that empowers the district to renounce or surrender its duty to fix rates, contract rate provisions are void.

In *Home*, plaintiff filed suit to restrain the enforcement of certain ordinances which fixed the rate to be charged for telephone service in Los Angeles. Plaintiff contended that pursuant to a contract between it and the city it could maintain the charges for service at a specified standard, and that, as the rates prescribed by ordinance were less than that standard, the ordinance impaired the obligation of the contract. In discussing the applicable rules, the United States Supreme Court stated that the state "may authorize one of its municipal corporations to establish, by an inviolable contract the rates to be charged by a **[\*160]** public service corporation (or natural person) for a definite term, not grossly unreasonable in point of time, and that the effect of such a contract is to suspend, during the life of the contract, the governmental power of fixing and regulating the rates. [Citations.] But for the very reason that **[\*\*\*16]** such a contract has the effect of extinguishing *pro tanto* an undoubted power of government, both its existence and the authority to make it must clearly and unmistakably **[\*\*839]** appear, and all doubts must be

resolved in favor of the continuance of the power. [Citations.] It is obvious that no case, unless it is identical in its facts, can serve as a controlling precedent for another, for differences, slight in themselves, may, through their relation with other facts, turn the balance one way or the other." (*Home Telephone Co. v. Los Angeles, supra, 211 U.S. 265, 273-274 [53 L.Ed. 176, 182-183].*) The applicable city charter in *Home* provided that the city council "shall have power, by ordinance, . . . to regulate telephone service, and the use of telephones within the city, and to fix and determine the charges for telephones and telephone service, . . ." (Pp. 270-271 [53 L.Ed.2d, p. 181].) The court construed the charter provision as giving the council the power, by ordinance, to fix and determine charges, and nothing else: The court could find no other charter provision that could possibly authorize rate setting by contract.

In *American Toll Bridge* **[\*\*\*17]** , our State Supreme Court reiterated the *Home* rule: "The power to contract, or the existence of a contract in such a case as distinguished from regulation, must be so clear as to be susceptible of no other construction." (*12 Cal.2d at p. 197.*)

In *Public Service Co. v. St. Cloud (1924) 265 U.S. 352 [68 L.Ed. 1050, 44 S.Ct. 492]*, the plaintiff public service corporation had entered into a contract to provide gas to the defendant city at a rate of \$ 1.35 per thousand cubic feet. Alleging that that rate resulted in a constant loss and steadily increasing operating deficit, plaintiff announced its intention to raise its rates, and sought to enjoin the city from interfering with that increase. Relying on state statutes <sup>4</sup> quite similar to the statutes at issue here, the court held that the contract was validly entered into and was binding on both parties.

**[\*\*\*18]** The court commenced its discussion with the principle that [HN7](#)<sup>[↑]</sup> "where a public service corporation and the municipality have power to contract as to rates, and exert that power by fixing the rates to govern during a particular time, the enforcement of such rates is controlled by the obligation resulting from the contract." (*Public Service Co. v. St. Cloud, supra, 265 U.S. 352, 355 [68 L.Ed.2d [\*161] 1050, 1054].*) The court concluded that the subject statutes conferred upon the city the power to set rates by either contract or regulation: "[We] think that the City might either contract as to the rates, as an incident to its power of granting the right to construct and operate the public utility,

---

<sup>4</sup>One statute provided that the city "shall be capable of contracting and being contracted with; . . ." The other provided "that the common council shall have authority to regulate and prescribe the fees and rates and charges of any and all companies hereinbefore mentioned." (*265 U.S. at pp. 356-357 [68 L.Ed. at p. 1054].*)

or, if it did not exercise this power to contract, might thereafter 'regulate and prescribe' the rates in the exercise of the governmental authority conferred by the proviso. One power, however, is not destructive of the other. *And where a municipality has both the power to contract as to rates and also the power to prescribe rates from time to time, if it exercises the power to contract, its power to regulate the rates during the period of the contract is thereby suspended, [\*\*\*19] and the contract is binding.*" ( *Id.*, at pp. 359-360 [68 L.Ed.2d at p. 1055-1056], italics supplied.) The *St. Cloud* court explicitly distinguished *Home* on the grounds that in *Home* there was no provision authorizing the city to contract as to rates.

More recently, in *Trans World Airlines v. City & County of San Francisco* (9th Cir. 1955) 228 F.2d 473, San Francisco, acting under a state statute which granted it the power to contract and to lease,<sup>5</sup> entered into [\*\*840] a 20-year contract which established the rates for use of space and facilities at the San Francisco Airport. Later, the city sought to alter those rates by exercising the rate-making power of its public utilities commission. The court held it could not do so: "*HN8*[↑] Where . . . the municipality enters into a contract pursuant to express statutory authority to contract, the courts have recognized that the specific authority to contract, insofar as this authority conflicts with the general power conferred on the municipality to regulate public utility rates, should prevail." ( *Id.*, at p. 477.)

[\*\*\*20] In the case at bench, we have already concluded that while in the original water district law rate fixing power of the district was mandatory, current provisions for rate fixing are discretionary. Moreover, a district's power to contract is expressly stated in *section 71592*. Accordingly, water districts presently have the power to either regulate or contract as to rates. With coextensive powers, a district's power to contract may not be superseded by regulation.

Nothing in respondent's cited cases contradicts this holding. The decision in *Danley v. Merced Irr. Dist.* (1924) 66

---

<sup>5</sup> Section 4 of the Municipal and County Airport Law, Statutes 1927, chapter 267, page 485, which was in force at the time of contracting provided in pertinent part: "In connection with the erection or maintenance of any such airport or airports, or air navigation facilities, any such city and county . . . or any municipal corporation, shall have the power and jurisdiction . . . to lease or assign for operation such space or area, appurtenances, appliances or other conveniences necessary or useful in connection therewith . . . to enter into contracts or otherwise cooperate with the federal government or other public or private agencies, and otherwise exercise such powers as may be required or convenient in the promotion of aeronautics and the furtherance of commerce and navigation by air."

*Cal.App. 97* [226 P. 847, 854] to the effect [\*162] that an irrigation district could not waive its right to establish water rates by contract was based on an analysis of the 1911 statute (Stats. 1911, ch. 317, p. 516) which mandated the board of directors of irrigation districts to either levy assessments or to fix rates.

As pointed out by appellants, the parallels between the *Trans World Airlines* case and the instant action are striking and reinforce the decision of this court. In both cases, the municipalities were granted the broad power to enter into contract. The municipalities [\*\*\*21] were motivated to enter into long-term contracts in order to induce the private contracting parties to locate within their jurisdiction and thus to supply a guaranteed source of revenue. As an appellate court has noted with respect to the *Trans World Airlines* case:

"To an airport still in infancy and facing the vicissitudes of growth, they offered on the part of its only two important patrons, a long-term guarantee of patronage and support and the commitment of participation in construction of new facilities. To insure for itself such advantages, City elected to proceed by contract rather than by the usual regulatory process in prescribing rates for common use facilities for these two airlines." ( *City & County of San Francisco v. Western Air Lines, Inc.* (1962) 204 Cal.App.2d 105, 139 [22 Cal.Rptr. 216].)

An analogous situation exists in the instant case. District was formed with the express purpose of inducing appellants to locate within its area. To that end, District entered into the agreements here in issue in order to bind appellants to a firm obligation to purchase a specified amount of water and thereby obtained for itself the benefit of a long-term guarantee [\*\*\*22] of patronage. District is bound to the obligation to which it agreed in order to obtain that guarantee. (See, *City Council v. Superior Court* (1960) 179 Cal.App.2d 389, 400-401 [3 Cal.Rptr. 796] and cases cited therein.)

Finally, with respect to the lower court's conclusion that appellants were not entitled to recover any sums paid by them pursuant to rates assessed by District, this issue was not before the court. In Louisiana-Pacific's complaint the second cause of action requested a declaration that the corporation was not obligated to pay a portion of certain capital expenditure incurred by District in modifying and expanding its facilities. The third cause of action for money had and received sought the return of money paid under protest for these capital expenditures. Inasmuch as appellant's second and third causes of action were severed without prejudice by a court-approved stipulation when Louisiana-Pacific's action was consolidated [\*\*841] with Crown-Simpson's suit, the court could not properly rule on those counts.

[\*163] The judgment is reversed.

contract in question is in compliance, so far as practicable, with the criteria set forth in [section 71616](#).

**Concur by:** GRODIN (In Part)

---

End of Document

**Dissent by:** GRODIN (In Part)

## Dissent

---

**GRODIN, P. J.**, Concurring and Dissenting. I [\*\*\*23] agree with the majority that the three pertinent provisions of the Water District Act -- [Water Code sections 71614](#) (authorizing a district to fix rates), 71616 (providing criteria for rate fixing), and 71592 (authorizing the district to enter into contracts) -- should be interpreted in such a way as to harmonize them in accordance with what appears to be the overall intent of the Legislature. It appears to me, however, that the majority's interpretation -- which leaves districts free to enter into long-term contracts establishing rates without regard to the criteria set forth in [section 71616](#) -- produces a dissonant result. The message conveyed by the majority's opinion is that the governing board of a water district, approached by a potential user interested in conducting business within the district's jurisdiction, is free to enter into a contract with the user establishing rates for whatever number of years it chooses (in this case, 43 years), and without regard to the relationship between the rates so established and the district's operating expenses, or amounts required for repairs and depreciation, surplus for expansion, payments on bonded debts, and repayment of advances. [\*\*\*24] The Legislature must have intended the criteria contained in [section 71616](#) to operate as a limitation upon the district's rate-fixing discretion. If that limitation can be avoided through the device of a contract, the legislative intent is defeated.

In my view, a more harmonious accommodation among the three sections can be achieved by acknowledging the district's authority to establish rates through contract, as provided in [section 71592](#), so long as the terms of the contract are in accord, "so far as practicable," with the criteria provided in [section 71616](#). At least, the district's governing body should be held to a standard of substantial compliance with those guidelines when it chooses to commit the district's resources over a period of time.

I therefore concur in the court's decision to reverse, but I would include directions on remand that the trial court entertain evidence and make findings as to whether or not the



**ORDINANCE NO. 29**

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE  
McCLOUD COMMUNITY SERVICES DISTRICT  
AMENDING ORDINANCE NO. 27 RULES AND REGULATIONS  
RELATING TO WATER SERVICE**

The Board of Directors of the McCloud Community Services District ordains as follows.

**SECTION 1 PURPOSE AND POLICY**

The Board of Directors of the McCloud Community Services District finds and declares:

- 1.1. The purpose of this Ordinance is to amend the District’s Rules and Regulations Relating to Water Service (Ordinance No. 27) to regulate potential water service to Beverage Manufacturers. As used in this section, the terms “Beverage Manufacturer” and “Beverage Bottling Use” have the meanings defined in section 2 of this Ordinance.
- 1.2. The District operates a small water system that serves limited beneficial uses. The District’s water system was originally constructed around the 1880’s and updated in the 1920’s and 1950’s. Since the closure of the lumber mill in 2002, the primary purpose of the District’s water system has been to supply drinking water supplies to the McCloud community and limited irrigation uses around the community. The District water system has limited capacity to serve new water demands without the construction of significant new facilities that must be funded by new users.
- 1.3. The District has adequate source capacity for existing users, but conditions in the McCloud River watershed are subject to drought and climate change impacts that may require future users to preserve water supplies for the benefit of existing users and public trust resources.
- 1.4. There has been recurring interest by Beverage Manufacturers in receiving water service from the District. Beverage Manufacturers are not an existing class of District water system users. The new water system facilities required to serve Beverage Manufacturers and the potentially significant increased burden on District water supplies presented by Beverage Bottling Uses could have unknown impacts on the District’s water system, finances, existing users, and public trust resources.
- 1.5. The District’s current water system, rules for water service, and domestic use rates do not address Beverage Manufacturers and Beverage Bottling Uses. The District’s current flat rate schedule for domestic uses was never intended to be applied to high-capacity users like Beverage Manufacturers.
- 1.6. Allowing high-capacity users like Beverage Manufacturers to receive District water service under the current flat rate schedule would pose an unreasonable danger to the District’s water system, finances, and existing users, and would fail to ensure that the costs associated with serving Beverage Bottling Uses are borne only by

Beverage Manufacturers as required by Article XIII D, section 6, of the California Constitution.

- 1.7. The sale of water to users within the District for use within the District is declared to be the superior use of the District's limited water supplies. The sale of surplus water supplies for bottling and export outside the District is declared to be a subordinate use of the District's limited water supplies.
- 1.8. Beverage Manufacturers are a separate and distinct class of potential users of District supplies from all existing classes of users. Because of the risks of Beverage Bottling Uses, the District has determined it is not practicable for the District to fix standard rates for potential water sales to Beverage Manufacturers. This Ordinance authorizes the potential sale of surplus District water supplies to Beverage Manufacturers consistent with the express terms of this Ordinance, including that these users are only to be served upon such rates, charges, and other terms as are agreed between the District and the Beverage Manufacturer in a written agreement approved by the District Board of Directors.

## SECTION 2 AUTHORITY

This Ordinance is adopted under the authority provided by Government Code sections 61060, subdivisions (a), (b), and (h), 61100, subdivision (a), and Water Code sections subdivision (a), 71611, 71612, 71613, 71614, and 71616.

## SECTION 3 AMENDMENT OF ORDINANCE NO. 27

Ordinance No. 27 is amended as follows:

- 3.1. Section 1.02 "Definitions" is amended to add the following definitions and then renumbered to place the section's definitions into alphabetical order:

"Beverage" has the meaning provided in Public Resources Code section 14504 as of May 1, 2021.

"Beverage Container" has the meaning provided in Public Resources Code section 14505 as of May 1, 2021.

"Beverage Manufacturer" has the meaning provided in Public Resources Code section 14506 as of May 1, 2021.

"Beverage Bottling Uses" – The provision of Extraordinary Water Service to a Beverage Manufacturer.

"Extraordinary Water Service" – Water service and facilities provided for extraordinary purposes not historically served by the District on a permanent basis and the water available thereto.

- 3.2. Section 4.01.2 is added as follows:

Notwithstanding anything in this Ordinance to the contrary, Beverage Manufacturers are a separate and distinct class of water users from the users

identified in Section 4.01. Service for Beverage Bottling Uses is subject to Section 4.05.

3.3. Section 4.05 “Service to Beverage Manufacturers” is added as follows:

**4.05 Service to Beverage Manufacturers**

Water service to a Beverage Manufacturer for Beverage Bottling Uses shall be subject to all of the following conditions:

- a. The availability of surplus water above the amounts necessary to meet the reasonable needs of Regular Water Service customers for beneficial uses within the District;
- b. Compliance with all rules applicable to water service by the District, to the extent not inconsistent with this section;
- c. Compliance with the California Environmental Quality Act; and,
- d. Execution of one or more written agreements approved by the Beverage Manufacturer and the District’s Board of Directors that set forth the water rates, charges, and other terms applicable to the service.

3.4. Except as expressly amended by this ordinance, all other provisions of Ordinance No. 27 remain unchanged and in full force and effect.

**SECTION 4 SEVERABILITY**

If any provision, paragraph, word, section or article of this Ordinance is invalidated, the remaining provisions, paragraphs, words, and sections shall not be affected and shall continue in full force and effect.

**SECTION 5 INCONSISTENCY**

To the extent that the terms and provisions of this Ordinance may be inconsistent or in conflict with the terms or provisions of any prior District ordinances, resolutions, rules or regulations governing the same subject, the terms of this Ordinance shall prevail with respect to the subject matter thereof, and such inconsistent or conflicting provisions of prior ordinances, resolutions, rules or regulations are hereby repealed.

**SECTION 6 EFFECTIVE DATE**

This Ordinance is effective 30 days after **XXX**, 2021.

**SECTION 7 PUBLICATION AND POSTING**

Within 15 days after this Ordinance’s passage, it shall be published once, with the names of the members voting for and against the Ordinance, in a newspaper published in Siskiyou County.

Passed and adopted at a meeting of the Board of Directors of McCloud Community Services District on this \_\_\_\_ day of \_\_\_, 2021, at McCloud, California by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Chair, Board of Directors  
McCloud Community Services District

Attest:

---

Secretary, Board of Directors  
McCloud Community Services District

**McCLOUD COMMUNITY SERVICES DISTRICT**

**ORDINANCE NO. 27**

*AN ORDINANCE AMENDING ORDINANCE NO. 23*

**RULES AND REGULATIONS RELATING TO WATER SERVICE**

**TABLE OF CONTENTS**

<u>Chapter</u>	<u>Page</u>
<b>1. GENERAL PROVISIONS</b>	
1.01 Purpose and Policy .....	1
1.02 Definitions .....	2
<b>2. REGULATIONS</b>	
2.01 Supply to Separate Structures .....	6
2.02 Shared Water Connections .....	6
2.03 Water Waste .....	7
2.04 Responsibility for Equipment on Customer Premises.....	7
2.05 Community Housing Water Connections .....	7
2.06 Changes in Customer’s Equipment .....	8
2.07 Water Conservation Devices Required .....	8
2.08 Cross Connections.....	8
2.09 Relief Valves .....	8
2.10 Pressure Regulators .....	8
2.11 Access.....	9
2.12 Obstruction of Hydrant or Meter Box.....	9
2.13 Pressure Conditions .....	9
2.14 Interruptions in Service .....	9
2.15 Tampering with District Property .....	10
2.16 Drilling Wells.....	10
2.17 Ground Wire Attachments .....	10
2.18 Damage through Leaking Pipes and Fixtures .....	10
2.19 Damage to Meters .....	10
2.20 Fire Hydrants.....	11
2.21 Fire Protection Service .....	11
<b>3. EXTENSION OF FACILITIES, CONNECTIONS AND CONSTRUCTION REQUIREMENTS</b>	
3.01 Extension or Improvement of Facilities, Main Extensions, Development Agreement Required.....	13
3.02 Building Water System and Service Connections, No Improvement of Facilities or Main Extension Required .....	17
3.03 Inspection of Service Connection and Private Water Service.....	18
3.04 Service Outside the District Boundaries .....	18

3.05	Approval of Plans for Water System Construction.....	19
3.06	Plan Approval and Permits Not Transferable .....	19
3.07	Meters and Metered Service Connections.....	19
3.08	Temporary Water Service Connections .....	20
<b>4.</b>	<b>CLASSIFICATION OF USERS, CHARGES AND FEES</b>	
4.01	Classification of Users .....	22
4.02	Connection and Service Charges and Fees.....	22
4.03	Other Charges and Fees.....	23
4.04	Standby Assessments .....	24
<b>5.</b>	<b>BILLING POLICY, ADMINISTRATION, COLLECTION AND DISPUTES</b>	
5.01	Service Connections.....	25
5.02	Unauthorized Service Connections .....	25
5.03	Change of Use .....	25
5.04	Liability for Payment and Security Deposits .....	26
5.05	Service or User Charges.....	27
5.06	Collection of Delinquent Accounts.....	27
<b>6.</b>	<b>DISCONTINUANCE OF SERVICE</b>	
6.01	Discontinuance of Service for Delinquent Bills.....	30
6.02	Charges a Debt.....	30
6.03	Reconnection Charge.....	30
6.04	Unsafe Apparatus.....	31
6.05	Cross-Connection.....	31
6.06	Fraud or Abuse.....	31
6.07	Non-Compliance With Regulations.....	32
6.08	Use of Water Without Application.....	32
6.09	Upon Vacating Premises.....	32
<b>7.</b>	<b>ENFORCEMENT</b>	
7.01	Penalty for Violations of Ordinance.....	33
7.02	Falsifying of Information .....	34
<b>8.</b>	<b>ABATEMENT</b>	
8.01	Abatement .....	35
8.02	Damage to Facilities.....	35
<b>9.</b>	<b>MANDATORY HOOK-UP AND ABATEMENT OF PUBLIC NUISANCE</b>	
9.01	Mandatory Connection to Water System .....	36
9.02	Availability of Public System .....	36
9.03	Mandatory Connection to New or Renovated Public Water System .....	36
9.04	Mandatory Connection by District at Owner’s Expense.....	37
9.05	Enforcement by Lien.....	37
9.06	Placing Forced Connection Cost on County Tax Rolls.....	37
9.07	Lien on Property When Owner Requests Connection .....	37
<b>10.</b>	<b>SEVERABILITY</b> .....	38

**11 EFFECTIVE DATE.....39**

**EXHIBIT A: Classification of Existing Users .....40**

**EXHIBIT B: Service Line Size Water Rate Structure.....43**

**EXHIBIT C: Siskiyou Local Agency Formation Commission Out of Area Service Agreement Application.....44**

# CHAPTER 1

## GENERAL PROVISIONS

### **1.01 Purpose and Policy**

This Water Service Ordinance sets uniform requirements for design, methods of construction, operation and maintenance of both public and private water supply, storage and distribution facilities and water service connections served by the water system of the McCloud Community Services District (hereinafter referred to as "District"). Uniform application of this ordinance to all customers served by the District water system shall enable the District to comply with the water quality requirements set by the Environmental Protection Agency (EPA) and the California Department of Health Services and such other state and/or national standards of performance which may apply. This Ordinance also provides for the setting of user charges and fees for the equitable distribution of cost to all users, and the issuance of permits to certain users.

The District Standard Specifications and Details, including other documents referenced therein, are hereby made a part of this ordinance. The Standard Specifications and Details are dynamic documents revised periodically to reflect changing regulations, design and construction methods, materials and test/inspection procedures. Revisions to the Standard Specifications and Details will not require this ordinance to be modified.

The purpose of this Ordinance is to amend certain provisions of the District's Water Ordinance No. 23 as follows: (1) to provide for a uniform Service Line Size Water Rate Structure; and (2) to clarify certain water use regulations specified in Section 2 of the Ordinance; and (3) to add clarified bonding requirements for water system improvements and extensions required of applicants for water service as a condition of receiving service as specified in Section 3 of the Ordinance; and (4) to clarify the requirements for providing water service at the parcels to be annexed into the District as specified in Section 3 of the Ordinance; and (5) to provide new language regarding classification of users based on service line size, and computation of monthly service charges and connection fees based on Household Equivalents related to service line size as specified in Section 4 of the Ordinance; and (6) to clarify the enforcement remedies available to the District to recover delinquent service charges and fees as specified in Section 5 of the Ordinance; and (7) to provide for specified grounds for discontinuance of water service for conduct which violates the provisions of this ordinance as specified in Section 6 of this Ordinance; and (8) to specify those criminal penalties which attach to actions which violate the provisions of this Ordinance as specified in Section 7 of this Ordinance; and (9) adding a new Exhibit A to the Ordinance Which Details the Number of household Equivalents commensurate with each service line size as the basis for computing monthly water service charges.

It is the intent of the Board of Directors in adopting these amendments to Ordinance No. 23 that all the terms and conditions specified in the District's Water Ordinance No. 23 shall remain in full force and effect except for those specific provisions detailed above which are amended by this Ordinance No. 27. The Board of Directors also intends that the provisions contained in this ordinance pertaining to the Discontinuance of Water Service (Chapter 6) supersede and/or replace those defined in Ordinance No. 13.



## 1.02 Definitions

For the purpose of this Ordinance, the terms used herein are defined as follows:

1. “Annexed Area” - Consists of areas annexed to but not part of the original boundaries of the District.
2. “Applicant” - The person(s) making application for Water service whom shall be the owner of the premises to be served.
3. *“Beverage” has the meaning provided in Public Resources Code section 14504 as of May 1, 2021.*
4. *“Beverage Container” has the meaning provided in Public Resources Code section 14505 as of May 1, 2021.*
5. *“Beverage Manufacturer” has the meaning provided in Public Resources Code section 14506 as of May 1, 2021.*
6. *“Beverage Bottling Uses” – The provision of Extraordinary Water Service to a Beverage Manufacturer.*
7. “Board” - The Board of Directors of the McCloud Community Services District.
8. “Building” - Any structure containing water piping and/or plumbing fixtures.
9. “Building Water” - The private water plumbing from within a structure to a point three (3) feet beyond the foundation.
10. “Chronically” - Continuing, of long duration.
11. “Commercial Service Connection” - Any non-domestic and non-industrial service including a domestic service which contains a commercial business in addition to or part of a residence.
12. “Community Housing Project” - Includes the following: A condominium project as defined in Section 1351 of the Civil Code, containing two or more condominiums, as defined above; a community apartment project, as defined in Section 11004 of the Business and Professions Code, containing two or more rights of exclusive occupancy; a stock cooperative, as defined in Section 11003.2 of the Business and Professions Code, containing two or more rights of exclusive occupancy; a planned development, as defined in Section 11003 of the Business and Professions Code, containing two or more separately owned lots, parcels, or areas; and a Mobile Home Park as defined in Section 18214 of the Health and Safety Code, containing two or more rights of exclusive occupancy.
13. “Community Water” - A water system, treatment or distribution facility owned or operated by the District.

14. "Connection" - The point at which the customer's water plumbing and the District's system and/or equipment intersects.
15. "Connection/Capacity Fee" - The connection/capacity fee is a one-time charge paid when a new connection is made to the District Water System. The fee is based on the capital cost of capacity and represents a reimbursement to the District's ratepayers for providing available capacity to future users of the water system. By paying this fee new customers have participated equally with existing rate payers in sharing the capital cost of water system capacity.
16. "Contractor" - An individual, firm, corporation, partnership or association duly licensed as by the State of California to perform the type of work to be done.
17. "Cost" - Labor, materials transportation, supervision, engineering, inspection and all other necessary overhead expenses.
18. "County" - The County of Siskiyou.
19. "Cross Connection" - Any physical connection between the piping system from the District and that of any other water supply that is not approved as safe and potable for human consumption, whereby water from the unapproved source may be forced or drawn into the District distribution mains.
20. "Customer" - The property owner/s and/or tenant of the property owner per SB998.
21. "Distribution Mains" - Water lines which are part of the Community Water System.
22. "District" - McCloud Community Services District, Board of Directors or persons authorized by the Board of Directors to implement and enforce this Ordinance.
23. "District Engineer" - A Registered Civil Engineer contracted by the District.
24. "District Inspector" - The inspector acting for the District which may be the General Manager, the District Engineer or other authorized representative.
25. "Dwelling Unit" - A suite of rooms which is occupied or intended to be occupied by one family and containing kitchen facilities for at least sixty (60) days of the year.
26. "Domestic" - See "Residential Service Connection".
27. "Equivalent Dwelling Unit" (EDU) - One single family residential household.
28. *"Extraordinary Water Service" – Water service and facilities provided for extraordinary purposes not historically served by the District on a permanent basis and the water available thereto.*

29. "Household Equivalent" (HE) - A unit of measure which identifies the capacity to meet the estimated demand of a typical single family residence based on the estimated volume of water used, usually peak flow in gallons per minute.
30. "Manager" - The Manager of the District, or his/her designated representative.
31. "Owner" - The person/s in whose name/s the legal title to the property appears recorded by deed or as executor, administrator, guardian or trustee of the owner.
32. "Permit" - A written authorization issued by the District for the installation of any water system facilities or building.
33. "Person" - Any individual, partnership, firm, association, corporation, or public agency, including the State of California and the United States of America.
34. "Premises" - A lot or parcel of real property, including any improvements thereon, under common ownership. Multifamily dwellings and office buildings may be classified as single premises.
35. "Fire Protection System" - Water service and facilities for installing sprinkler systems, hydrants, hose reels and other facilities installed on private property for fire protection and the water available thereto.
36. "Industrial Service Connection" - Industrial water use includes but is not limited to water used for such purposes as fabricating, processing, washing, diluting, cooling, or transporting a product; incorporating water into a product; or for sanitation needs within a manufacturing facility.
37. "Private Water Service" - That portion of the privately owned water distribution system beginning at a point three (3) feet outside the foundation wall of any building or structure and running to the property line ending at the angle meter stop in the service box or other connection point to the District's water system.
38. "Public water system" means a system for the provision of water for human consumption through pipes or other constructed conveyances that has 15 or more service connections or regularly serves at least 25 individuals daily at least 60 days out of the year. A public water system includes the following:
- (1) Any collection, treatment, storage, and distribution facilities under control of the operator of the system that are used primarily in connection with the system.
  - (2) Any collection or pretreatment storage facilities not under the control of the operator that are used primarily in connection with the system.
  - (3) Any water system that treats water on behalf of one or more public water systems for the purpose of rendering it safe for human consumption.
39. "Public Fire Protection System" - The service and facilities of the entire water supply,

storage, and distribution system of the District, including the fire hydrants affixed thereto, and the water available for fire protection.

40. "Public Water Service" - That portion of the District's Water distribution system beginning at the angle meter stop or other connection point and extending to the water main.

41. "Regular Water Service" - Water service and facilities provided for normal domestic and commercial purposes on a permanent basis and the water available thereto.

42. "Renter" - Non-title holder of the deed.

43. "Residential Service Connection" - means water service to a residential connection that includes single-family residences, multifamily residences, mobile homes, including, but not limited to, mobile homes in mobile home parks, or farmworker housing.

44. "Service Charge" - The monthly fee paid by a Customer for water service to reimburse the District for the Customer's proportionate share of the District's costs of operation, maintenance, replacement, debt service, capital recovery, administration and reserves of the District's water system.

45. "Shall" and "Will" - As used in this document shall both mean a mandatory or obligatory act or requirement.

46. "Shared Water Connection" - A secondary water service connection installed in the original McCloud water system from the District water main to the first valve serving the outside water hose bib(s) or faucets of a single parcel and/or two adjoining parcels.

47. "Subdivision" - Any division of land for the purpose of development, sale, lease or financing.

48. "Temporary Water Service" - Water service and facilities rendered for construction work and other uses of limited duration and the water available thereto.

49. "Urban and Community Water System" - Means a public water system that supplies water to more than 200 service connections.

50. "User" - The property owner, or his tenants, agents, employees, contractors, licensees, or permittees using water on the premises.

## CHAPTER 2

### REGULATIONS

#### **2.01 Supply to Separate Structures**

**2.01.1** Each house, structure, dwelling unit, or dwelling unit within a community housing project, for which application for water service is hereafter made, shall have a separate service connection, including a separate meter. However, upon written request, the Manager may waive this requirement as it applies to individual dwelling units within a community housing project, commercial or industrial service connections if special or unusual circumstances exist which, at the discretion of the Manager, warrant such a waiver. RVs and travel trailers will be billed the monthly water fee in addition to the properties standard monthly fee if they are occupied and using water after thirty (30) days.

**2.01.2** No user of water supplied by the District shall supply water to adjacent parcels through that user's service connection.

**2.01.3** Should the owner of a single property subsequently subdivide such parcel, then the portion of that parcel not directly connected with the District's water system through a separate service connection must be connected with the District's public water system through a separate service connection, for which additional connection charges are payable. It shall be unlawful and a violation of this ordinance for such owner to continue to use or maintain an existing service connection to the District's public water system for the purpose of providing an indirect connection to provide water to an additional parcel through an existing service connection for which no separate application has been filed. Any such indirect connections in existence prior to the adoption of this provision of this ordinance shall be abandoned by the customer upon issuance of a written order from the District. Any failure by an owner or customer to comply with such order from the District shall be enforceable by discontinuance of service pursuant to Section 6 of this Ordinance.

**2.01.4** Multiple service connections for a single parcel with a single owner are allowed at the request of the property owner under the following conditions:

1. A master meter is installed at the property line.

Property owner will be responsible for payment for water usage reflected on the master meter.

#### **2.02 Shared Water Connections**

**2.02.1** No new shared water connections shall be installed and all existing shared water connections shall be abandoned by the District upon installation of a new or replacement water service meter box or at such other time as determined necessary by the District to maintain efficient operation of the water system.

**2.02.2** All private water plumbing connected to such abandoned shared water connections shall be connected to the private water service at the discretion and expense of the customer.

#### **2.03 Water Waste**

No user shall knowingly permit leaks or waste of water. Where water is wastefully or negligently used on a customer's premises the District may discontinue the service pursuant to the provisions in Section 6 of this Ordinance if such conditions are not corrected within five (5) days after giving the customer written notice.

#### **2.04 Responsibility for Equipment on Customer Premises**

**2.04.1** The customer is responsible for installation, ownership, maintenance and repair of all water delivery devices, valves, regulators, fixtures and piping from the building water system to the point of connection to the public water service. The customer shall be liable for all damages which may result from failure to do so.

**2.04.2** All distribution mains installed by the District on private property for the purpose of rendering water service shall remain the property of the District and may be maintained, repaired, or replaced by the District without consent or interference of the owner or occupant of the property. The property owner shall use reasonable care in the protection of the facilities. No payment shall be made by the District for placing or maintaining said facilities on private property within utility easements. No persons shall place or permit the placement of any object in a manner which will interfere with the free access to the public water system, a water service box or will interfere with the reading of a meter.

#### **2.05 Community Housing Water Connections**

Whenever, in the District's opinion, a connection serving a Community Housing Project is consuming water quantities in excess of the amounts approved in the owner's service application or that should normally be used within the Community Housing Project, whether from water waste, leakage or other causes, then such excessive water use shall be remedied, controlled and eliminated by the community water entity upon demand of the District, and for that purpose, the District may take any steps reasonably designed in its opinion to pay for, remedy, control and eliminate such excess water use from the District water system, including but not limited to:

- a. Imposition of a surcharge, including progressive surcharges, on such excessive use.
- b. Requirement of the entity to conduct a water leak audit or other study to determine the causes, and to adopt and implement a plan to remedy or eliminate such excess usage.
- c. Require the submission of a new service application and installation of a larger service line and meter size at the expense of the customer, including payment of the increased connection charge amount associated with such larger service line, less the connection charge previously paid by the owner.
- d. Termination of service.

## **2.06 Changes in Customer's Equipment**

Customers making any material changes in the size, character, or extent of the equipment or operations utilizing water service, or whose change in operations results in a large increase in the use of water, shall notify the District not less than five (5) working days prior to commencement of any work, additions or modifications to buildings or premises, or changes to the type of business or occupancy, which would affect the volume of water used on the premises and, if necessary, amend their application to provide for installation of a larger service line and/or meter pursuant to Chapter 5 of this Ordinance. If a larger service connection is ordered by the District, the Owner will be required to install a larger service connection as required by the District within the time period specified by the District and will be required to pay any applicable additional connection capacity charges associated with such larger service connection as a condition of receiving water service.

## **2.07 Water Conservation Devices Required**

All applicants for new water service connections shall be required to install ultra-low flow toilets and shower heads in residential, commercial and/or industrial buildings pursuant to California law.

## **2.08 Cross Connections**

The customers shall comply with state and federal laws governing the separation of dual water systems or installations of backflow protective devices to protect the public water supply from the danger of cross-connections. Detailed rules and regulations for backflow prevention have been mandated by the state and adopted by a separate District ordinance. The District may at any time require any user to install, at the user's expense, a backflow prevention device in the user's private water service, where such water service may be subject or exposed to backpressure or backflow of non-potable water. Water backflow devices shall be of a type approved by the District, installed per District specifications at the user's expense and maintained continuously in satisfactory and effective operation at the user's expense and to the satisfaction of the District.

## **2.09 Relief Valves**

To protect the customer's plumbing system, a suitable pressure relief valve must be installed and maintained by the customer, at the customer's expense. When check valves or other backflow devices are used, the relief valve shall be installed between the check valves and the water heater.

## **2.10 Pressure Regulators**

A pressure regulator is required in each private water service line, to be installed, paid for and maintained by the customer. The regulator shall be installed per District specifications and should be installed in the location where the main water supply line enters the building and should be insulated to prevent freeze damage. This requirement may be waived by the District Manager in writing if the property is situated in a low-pressure zone.

## **2.11 Access**

District personnel shall have a right of access to any premises that are served water from the District's water system, to determine whether there is compliance or non-compliance with this ordinance. Owners or occupants of such premises shall allow the District personnel or its representative ready access at all reasonable times to all parts of the premises for the purpose of inspection or sampling related to maintenance of water quality, in the event of water related emergencies, or in the performance of any of their duties related thereto. District personnel shall further have a right of access to go upon any premises on which a water line is located that is serving more than one parcel or building for the purpose of inspection of the water line and to shut off, terminate, repair or reconnect water service, or for any other purpose related to the operation of the water system. The District shall have the right to install and maintain on the user's property and within the public right-of way such devices as are necessary to conduct sampling or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with their security guards, so that upon presentation of suitable identification, personnel from the District will be permitted to enter without delay for the purpose of performing their specific responsibilities. The District shall provide advance notice to the owner or occupant for all required inspections not related to emergency maintenance of the water system or ensuring water quality.

## **2.12 Obstruction of Hydrant or Meter Box**

No person shall place trash, dirt, building materials, vehicles or other objects or obstructions on water service boxes or around or adjacent to District fire hydrants and no person shall allow the facilities to become obstructed or obscured by vines, trees, shrubs or other plants in any manner so as to make the location difficult to determine, or in any way interfere with or render difficult free access to or use of the District water service boxes or fire hydrants.

## **2.13 Pressure Conditions**

All applicants for service connections or water service shall be required to accept such conditions of pressure and service as are provided by the distribution system at the location of the proposed service connection and to hold the District harmless for any damages arising out of low pressure or high-pressure water service conditions or from any interruptions in service.

## **2.14 Interruptions in Service**

The District shall not be liable for damage which may result from an interruption in service from a cause beyond the control of the District. In addition, as a condition precedent to water service, the District reserves the right to make temporary shutdowns without liability in order to make improvements or repairs. Whenever possible, all customers affected will be notified prior to making such shutdowns. The District will not be liable for interruption, shortage, pressure increase or loss, insufficiency of supply, or for any loss or damage occasioned thereby, if caused by accident, act of God, fire, strikes, riots, war, or any other cause not within its control.



## **2.15 Tampering with District Property**

**2.15.1** No person other than those designated and authorized by the District, shall open any water valve covers or tamper with such covers in any manner, operate any District owned water valves, hydrants, standpipes or other appurtenances.

**2.15.2** No person other than those designated and authorized by the District, shall enter any District facilities, such as any water storage tank, chlorinator site or spring enclosures.

**2.15.3** No person shall maliciously, willfully or negligently break, damage, destroy, deface any structure, appurtenance or equipment which is a part of the District's water system. No person without previous written authorization from the District shall uncover, make any connection with, opening into, use, alter, or disturb any public water main, service or appurtenance thereof.

## **2.16 Drilling Wells**

Other than the District, no person shall drill for water within the boundaries of the District if water service is available through the District's system as defined in Chapter 8 herein. If the District water service is unavailable to serve the subject parcel/s, the applicant must first obtain written approval from the District and obtain a permit from the Siskiyou County Department of Public Health.

## **2.17 Ground Wire Attachments**

All persons are forbidden to attach any ground wire or wires to any plumbing which is or may be connected to a service connection or main belonging to the District unless such private plumbing is adequately connected to an effective driven ground installation on the premises. The District will hold the customer liable for any damage to its property occasioned by such ground wire attachments.

## **2.18 Damage Through Leaking Pipes and Fixtures**

When turning on the water supply as requested, and the house or property is vacant, the District will endeavor to ascertain if water is running on the inside of the building. If such is found to be the case, the water will be left shut off at the angle meter stop on the inlet side of the water service box. The District's jurisdiction and responsibility ends at the discharge of the water service box. The District will in no case be liable for damages occasioned by water running from open or faulty fixtures, or from broken or damaged pipes beyond the meter.

## **2.19 Damage to Meters**

The District reserves the right to set and maintain meters on service connections. The customer shall be held liable, however, for any damage to the meter, service box and fittings due to negligence or carelessness and, in particular, for damage caused by hot water or steam from the premises.

## **2.20 Fire Hydrants**

**2.20.1 Use of Fire Hydrants.** Fire hydrants are for use by organized fire protection agencies and by District staff. Other parties desiring to use fire hydrants for any purpose must first obtain written permission from the District and payment of the applicable fees and deposits established in Policy 1060, Miscellaneous Fee Schedule, prior to use. The hydrant shall be operated in accordance with the instructions provided by the District. It is specifically prohibited to operate the valve of any fire hydrant other than by the use of a spanner wrench designed for this purpose. Tampering with any fire hydrant or the unauthorized use of water from such hydrants is strictly forbidden.

**2.20.2 Moving of Fire Hydrants.** When a fire hydrant has been installed as approved by the District in the location specified by the District or other agency, the District has fulfilled its obligation. If a property owner or other party desires a change in the size, type or location of the hydrant, he/she shall bear all costs of such changes, without refund. Any changes in the location of a fire hydrant must be approved by the District.

**2.20.3 Unauthorized Use of Fire Hydrants.** It shall be a violation of this ordinance for any person, other than organized fire protection agencies, to make any connection to a fire hydrant without written permission from the District and payment of the applicable fees and deposits. Any such unauthorized connection shall be immediately disconnected upon discovery thereof, and no further connection by said person shall be permitted until all applicable deposits, fees and penalties assessed under authority of this ordinance have been paid.

## **2.21 Fire Protection Service**

**2.21.1 Payment of Cost.** An applicant for a new fire protection service shall pay the total actual costs of installation of the service from the distribution main to the customer's property line, including the cost of a detector check meter or other suitable and equivalent device, valve, and meter box. The service line and appurtenances from the distribution main to the discharge of the detector check meter shall become the property of the District.

**2.21.2 No Connection to Other System.** There shall be no connection between the fire protection system and any other water distribution system on the premises.

**2.21.3 Use.** There shall be no water used through the fire protection service except to extinguish fires and for testing the firefighting equipment.

**2.21.4 Consumption through Detector Check Meter.** Any consumption recorded on the meter for fire protection shall constitute a violation of this ordinance, except that no violation shall be charged for water used to extinguish fires where such fires have been reported to a duly authorized fire protection agency.

**2.21.5 Monthly Rates.** The monthly rates for fire protection shall be established in Policy 1060, Miscellaneous Fee Schedule.

**2.21.6 Rules.** The following rules shall apply to fire service connections:

- a. **Valve.** When a fire service connection is installed, the valve governing same will be placed and sealed and remain so until a written order is received from the owner of the premises to have the water turned on.
- b. **Meter.** If a meter was not previously installed, and if water is used through a fire service connection for any other purpose than extinguishing of fires, the District shall have the right to place a meter on the fire service

connection at the owner's expense or shut off the entire water supply to such premises.

- c. Additional Service. The district shall have the right to take a domestic, commercial, or industrial service connection from the fire service connection at the curb to supply the same premises as those to which the fire service connection belongs. The District shall also have the right to determine the proportion of the installation costs properly chargeable to each service connection, if such segregation of costs shall become necessary.
  
- d. Check Valve. The District reserves the right to install on all fire service connections a detector check meter of a type approved by the National Board of Fire Underwriters, at the expense of the owner of the property.

## CHAPTER 3

### EXTENSION OF FACILITIES, CONNECTION, AND WATER SYSTEM CONSTRUCTION REQUIREMENTS

#### **3.01 Extension or Improvement of Facilities, Main Extension and Development Agreement Required**

When water service is requested for property within the District which does not abut an adequate water distribution main, an extension or improvement of the District's system shall be required. Such facilities may include, but not be limited to, water mains, water storage tanks, valves, fire hydrants, public water services, service meter boxes, pressure regulating valves and booster stations. Minimum standards for the design and construction of water facilities within the District shall be in accordance with the applicable provisions of District ordinances, master plans, rules and regulations and with the District Standard Specifications and Standard Details heretofore or hereafter adopted by the District, copies of which are on file in the District office. The District or the District Engineer may permit modifications or may require higher standards where unusual conditions are encountered.

**3.01.1 Application for Extension or Improvement of Facilities, Main Extension.** An extension or improvement of District facilities shall be initiated by completing an application and depositing an application fee. The application must be signed by the property owner, and shall become null and void under the following conditions:

- a. The application shall become void ninety (90) days following date of issue unless a recordable extension or Development Agreement has been signed by both the District and the applicant pursuant to Board Policy.
- b. The application and Development Agreement shall both be void and terminated eighteen (18) months after execution of the Development Agreement unless construction has been completed and accepted in writing by the District. Extensions of time may be granted upon request by the applicant and approval in writing by the District.

#### **3.01.2 Project Approval.**

- a. Design documents accompanying extension or improvement applications shall be reviewed by the District in accordance with District Policy 6040, Project Approval. If further information or redesign is required by the District, the applicant shall furnish such additional material or information before such application shall be considered further. All such designs shall be certified and stamped by an engineer registered to practice in the State of California and all design and material specifications shall be in accordance with standard specifications approved by the District. Upon District approval, the design shall be incorporated into a development agreement pursuant to District Policy 6050, Development Agreements. The development agreement shall meet the terms and conditions required by the District.
- b. No actual construction or fieldwork shall begin until the agreement has been signed by all parties.

**3.01.3 Installation and Ownership of Extension of Facilities.** The applicant shall have the facilities constructed and installed by an experienced, competent contractor approved by the District at the applicant's sole expense. The District reserves the right to construct, with its own personnel or by contract, at cost to the applicant, taps or connections to existing pipes and any other complex or difficult construction which may be crucial to proper operation and function of District facilities, in the opinion of the District. Upon completion, final inspection and acceptance in writing by the District, the newly constructed water facilities shall be dedicated in writing to the District and thereafter, upon written acceptance by District, owned and operated by the District as part of its water system. All fire hydrants installed on the District water system shall be constructed to District specifications and dedicated to the District upon completion of installation and written acceptance by the District. All such water system facilities shall be installed in easements or rights of way dedicated to and accepted by the District.

**3.01.4 Inspection of Public Waterworks.** All public water system construction shall be inspected by personnel of the District during construction. In making a connection to a water main, no physical alterations of the District's facilities shall commence until an inspector is present.

**3.01.5 Sizing of Facilities.** The size of water facilities required to be constructed by the applicant under a development agreement will be determined by the District based upon the water system capacity required to serve the proposed development, plus additional capacity required to be served through the same facilities to serve potential development beyond the boundaries of the applicant's project. Water facilities that may be required to be oversized include, but are not limited to, water mains, pumping stations and water storage facilities.

**3.01.6 Deposits and Payment of Costs.**

- a. The Applicant shall pay the District's actual costs including, but not limited to:
  - i. Engineering analysis, designs, plan review, preparation of environmental impact documents, legal consultation and review, hearings, review or preparation of improvement plans, construction inspection, as-built drawings, project management and usual overhead expenses allocated to such work.
- b. The Applicant shall initially deposit with the District cash in the amount of the District's estimate of such engineering review, inspection, legal, environmental and project administrative costs prior to improvement plan review/approval and performance of additional work. Such costs will be deducted by the District from the deposit as incurred periodically (usually monthly). The applicant shall maintain a positive account balance at all times. Failure to do so may result in automatic suspension of the application process and approval and acceptance of the facilities being constructed. Should District costs exceed the amount of the Applicant's initial deposit, Applicant shall deposit additional amounts with the District upon request to cover estimated additional District costs.
  - i. Upon completion of the work, if the amount deposited with the District is less than actual costs, the difference shall be paid to the District prior to acceptance of the water facilities by District.
  - ii. Any amount deposited in excess of actual cost will be refunded to the applicant following acceptance of the water facilities by District.

**3.01.7 As-Built Drawings and Proof of Service Certification.**

- a. Upon completion and final inspection by the District, Applicant shall submit a complete set of as-built drawings of the water facilities acceptable to the District.
- b. After all conditions for acceptance of the water facilities have been met, the District will issue written certification of proof of service to the County Building Department.

**3.01.8 Project Bonding and First Year Warranty Responsibility.**

- a. Prior to commencement of construction of any of the infrastructure improvements to be constructed by the applicant under a Development Agreement, applicant or its contractor shall furnish bonds covering the faithful performance of the construction or installation activities required under the agreement, and the payment of all obligations arising hereunder as specifically required in this ordinance.
- b. The premiums for the bonds shall be paid by applicant or its contractor.
- c. The applicant shall deliver the required bonds to the District not later than the date of commencement of the work for each phase of work.
- d. The Applicant will be required to provide two separate bonds in the name of the District in the amount of 100% of the estimated costs of the construction of all water main extensions and related improvements, using prevailing wage rates. The first bond shall be a Performance Bond issued by a surety company admitted to do business in the State of California as an insurer, maintained during the entire life of the Development Agreement at the expense of Applicant, and shall guarantee the faithful performance of all aspects of the work of improvements specified in the Development Agreement. The second bond shall be the payment bond required by Division 4, Part 6, Title 3, Chapter 5 of the Civil Code of California, issued by a surety company admitted to do business in the State of California as an insurer, shall be in the amount of 100% of the estimated cost of the improvements at prevailing wage rates, and shall guarantee the payment of wages and materials, supplies, or equipment used by all contractors and subcontractors in the performance of the work specified in the Agreement. Prior to commencing work the applicant or the applicant's contractor shall furnish a certification from either the California Department of Insurance and/or the Siskiyou County Clerk evidencing the status of any and all sureties issuing the bonds required pursuant to this Ordinance. Both applicant and contractor will be required to certify and represented that said sureties are authorized to do business in the State of California and that the bonds fully comply with the requirements of Civil Code sections 3247 and 3248.
- e. Failure by the applicant to pay for any damage caused to District facilities by the construction of such water system improvements by applicant or applicant's contractor after being notified of such damages by District and having received an invoice from District for the amount of such damages will result in District refusal to accept the improvements as constructed by applicant and District refusal to approve connection to the District's Water System.

- f. The applicant, or the applicant’s contractor, shall submit as the required one (1) year warranty surety on the construction of the improvements, a bond, (in form acceptable to the District), certificate of deposit, or irrevocable letter of credit, in an amount not less than twenty-five (25%) of the actual construction costs of the facilities.

**3.01.9 Documentation of Project.** Costs for projects involving District reimbursement or reimbursement by other users, the applicant shall provide the District with copies of all invoices for materials, equipment, employed labor and District costs for construction of the project marked “PAID” and signed by the applicant or his authorized agent.

**3.01.10 Cost Reimbursed by the District.**

- a. Reimbursement of reasonable costs to an applicant for extension of permanent facilities required to be larger than those needed by the applicant may be made pursuant to the District reimbursement policies outlined in the following section.
- b. The District will collect and disperse funds for partial reimbursement of oversized facilities constructed by others through execution of a formal reimbursement agreement under the conditions set forth below.
  - i. The District shall be under no obligation to make any reimbursement payment whatsoever, except as outlined in this section. All questions as to the meaning of any portion of this section shall be as interpreted by the District.
  - ii. Proposed facilities must be constructed in accordance with plans and specifications approved by the District. The District may require that the facilities have sufficient capacity not only to serve the applicants’ area of development, but other potential development areas beyond, or in addition to the applicant’s development areas.
  - iii. Any applicant who requires service through facilities or improvements constructed by others pursuant to a reimbursement agreement and who did not contribute to the cost of construction shall pay a pro rata reimbursement fee to District in addition to all other required charges prior to service being provided by District. An administration charge of ten (10) percent shall be added to the reimbursement fee, to compensate District for administration of the reimbursement contract. An area of benefit which identifies parcels having access to and receiving service from the constructed facilities shall be determined in the sole discretion of the District and a map of the area shall be attached as Exhibit A to the reimbursement agreement. The District shall make an estimate of future use within the area of benefit based upon knowledge and investigation of those same factors by which sizing of the constructed facilities was determined. This total projected future use, calculated as Household Equivalents, per AWWA Exhibit B assigned to the mapped area of benefit plus the verified cost of the project constitute those factors by which a contractually obligated reimbursement fee shall be calculated according to the following formula:

Rf = Reimbursement Fee.

Cp = Cost of project as determined in paragraph 3.01.9

Tc = Total capacity of facility expressed in Household

Equivalents as determined solely by District.

HE = Number of Household Equivalents required by Applicant's parcel(s) or subdivision thereof per AWWA Exhibit B.

$G_{Where} R_f = (C_p - T_c) \times HE$

- iv. Each year, the District will disperse any collected reimbursement funds, less the administrative fee, to the applicant who constructed the facilities without interest. Applicant shall keep the District informed of any change of applicant's mailing address.
- v. All obligations for reimbursement of any excess capacity costs expire ten (10) years following the date of transfer of title to District of the reimbursable facilities. In no event shall reimbursement payments exceed total project construction costs less capacity used by the original applicant/builder of the project.
- vi. The Applicant's rights to reimbursement funds shall not be transferable or assignable without the express written consent of the District.
- vii. Applicant shall be solely responsible for providing District with a current contact address and phone number during the reimbursement period. District shall have no responsibility to make reimbursement to applicants who cannot be contacted at the address and/or phone number provided by the Applicant. Under such circumstances, reimbursement amounts collected shall be retained by the District.

**3.01.11 Environmental Impact Report Charge.** Unless all such environmental processing has been done by the County or another agency, the District may determine that an environmental impact study or report is required for a proposed extension facility necessary to serve an applicant's land. The applicant shall be responsible for the costs of preparing such a study and/or report, including associated costs incurred by the District for overhead, preparation, legal consultation and review and hearings.

### **3.02 Building Water System and Service Connections, No Improvement of Facilities or Main Extension Required**

**3.02.1 Application Required.** An application is required pursuant to Section 5.01.1 of this ordinance prior to uncovering, making any connection with, opening into, using, altering, or disturbing any public water system, service meter box or appurtenance thereof.

**3.02.2 Normal determination of service line and meter size.** The District Standard Specifications and Details list the maximum flow rate, in feet per second, allowable through any water service connection. The District's normal single family residential service line size shall be 3/4 inch, to accommodate a 5/8 X 3/4 inch meter. For all non single family residential uses, the minimum required service line and meter size shall be determined by the District based on information provided by the applicant regarding the estimated maximum water consumption requirements through the service connection, calculated in accordance with current American Waterworks Association (AWWA) water service and meter sizing standards (Exhibit B). The customer may request a service line and meter larger than the normal and shall agree to pay all connection, capacity and service charges associated therewith.



**3.02.3 Connection Requirements.** Construction and inspection of building water systems and private water services shall be in accordance with the District Standard Specifications and Standard Details.

### **3.03 Inspection of Service Connection and Private Water Service**

**3.03.1 Inspection of Public Service Installation.** In areas where no public water service is installed serving the applicant's property, a service connection and public water service shall be installed by a licensed competent contractor approved by the District and under the supervision and inspection of the District pursuant to the provisions of Section 3.01 of this Ordinance, or by District personnel at the expense of the applicant. The District shall physically inspect all such service connections during construction. In making a connection to a water main, no physical alterations of the District's facilities shall commence until an inspector is present. All materials and work on the service connection shall comply with the latest District Standard Specifications and Details. Any installation not approved by the District shall be redone or replaced at the expense of the applicant.

**3.03.2. Inspection of Private Water Service Installation.** The private water service shall be inspected by the District from a point within three (3) feet of the structure or foundation to the point of connection to the public water service. No backfill shall be placed over any portion of the service connection or private lateral until the work has been inspected. Any excavation on public rights of way shall be done only after permission has been received from the authority having jurisdiction thereof. Any installation not approved by the District shall be redone or replaced at the expense of the applicant.

**3.03.3 Inspection Fees.** The inspection fee for all water connections is detailed in Policy 1060, Miscellaneous Fee Schedule of Board Policy. An additional inspection fee may be charged if the work is not ready for inspection or requires additional inspections due to non-compliance with District Standard Specifications and Details. The additional fee, if charged, will be calculated on a time and materials basis, at the rate shown in the Miscellaneous Fee Schedule.

**3.03.4 Required Advance Notice.** The applicant must notify the District at least twenty-four (24) hours in advance of making the service connection to the public water service or any other work requiring inspection by the District.

**3.03.5 Normal Working Hours.** Service connections installed on the public water system must be made during normal working hours of the District and a District inspector must be present. The applicant may be required to disconnect and reconnect the service connection for inspection purposes, if the District is not notified as required herein. All inspections of private water services will be completed during normal working hours of the District unless otherwise arranged and paid for by the applicant.

**3.03.6. Maintenance of Building Water System and Private Water Service.** Building water systems and private water services shall be maintained by the owner of the property served. If a District serviceman is sent out at the customer's request, and it is determined that the customer's water system is at fault, a charge will be made in accordance with the fee established in Policy 1060, Miscellaneous Fee Schedule.

### **3.04 Service Outside the District Boundaries**

District water service may be provided outside the boundaries of the District subject to the following terms and conditions:

**3.04.1.** The applicant may annex their property into the District boundaries in

accordance with District policy, but must get prior written approval from the District, a resolution of the Board of Directors approving the annexation and any related Annexation Agreement, and approval of the Siskiyou County LAFCO before receiving water from the District. The applicant must have a fully executed Annexation Agreement or an Out of Area Service Agreement Application (Exhibit B) approved by the Board of Directors in place with the District before receiving water from the District.

**3.04.2.** Any Water System improvements required to provide water to the annexed property, including but not limited to main extensions, service connections, water storage facilities, pumping stations, valves, booster stations, pressure regulating valves and fire hydrants shall be installed at the sole cost of the Applicant and shall be at no cost to the District. The applicant shall pay the total construction cost of all such improvements, and, if additional right-of-way acquisition is required in order to construct line extensions to the point of connection, the applicant shall pay the entire cost of all such right-of-way acquisitions. All of the provisions of Section 3.01 of this Ordinance shall apply to installation of water system improvements by an applicant to property to be annexed into the District.

**3.04.3.** The applicant shall comply with all provisions of this ordinance, including, but not limited to, construction standards, improvement of existing facilities, payment of connection/capacity fees, payment of all applicable assessments, monthly fees and charges.

### **3.05 Approval of Plans for Water System Construction**

**3.05.1 Approval of Plans and Specifications Required.** No person other than employees of the District or persons contracting to do work for the District, shall construct or cause to be constructed, or alter or cause to be altered, any public water main or service without first obtaining approval of water system construction plans from the District. The applicant shall submit to the District for approval, construction plans and such specifications and other details as required to describe fully the proposed water system facility. Plans and specifications are also required to be submitted for all commercial or industrial water systems. Such plans and specifications shall have been prepared under the supervision of and shall be signed by an engineer registered in the State of California and must be approved by the District prior to construction.

- a. An approval of plans for water system construction shall expire one (1) year after date of approval unless construction has been initiated.

### **3.06 Plan Approval and Permits Not Transferable**

Approval of plans for water system construction and connections to water mains are not transferable from one person to another person or from one location to another location.

### **3.07 Meters and Metered Service Connections**

**3.07.1 Installations.** All new water service connections installed or activated after January 1, 1992 shall be metered pursuant to California Government Code Section 520 et. seq. In addition, all existing customers whose water rate structure was previously determined by their use of the premises and who were converted pursuant to Section 4.01 of this Ordinance to the AWWA (Exhibit B) Service Line Size Water Rate Structure by those amendments to this Ordinance effective December 26, 2018 shall have a District standard water service box and meter installed according to California State mandate as a condition of continued water service

by the District. The service connection and water service box, whether located on public property or on an easement within private property, is the property of the District and the District reserves the right to repair, replace and maintain it, including but not limited to removing it upon discontinuance of service.

**3.07.2 Service Connections and Charges.** The District will furnish and install a water service of the size determined appropriate by the District pursuant to Section 3.02.2 of this ordinance and at such location as approved by District. The service will be installed from the water distribution main to within 2 feet of the property line which may abut the street, on other thoroughfares, or on District rights-of-way or easements. Connection/capacity fees and miscellaneous water service installation charges for new services are payable in advance of the service being connected and activated.

**3.07.3 Meter Installations.** Only District employees or approved contractors are permitted to install a service connection from the District's main to the customer's premises. Meters on new service connections will be installed at the customer property line or within the District easement, and shall be owned by the District and installed and removed at its expense after payment of the charges established therefore. No rent or other charge will be paid by the District for a meter or other facilities, including housing and connections, located on a customer's premises. All meters will be sealed by the District at the time of installation, and no seal shall be altered or broken except by District employees.

**3.07.4 Change in Location of Meters.** Meters moved for the convenience of the customer will be relocated at the customer's expense. Meters moved to protect the District's property will be moved at District expense unless improvements made by the customer have caused the need for relocation. If the lateral distance which the customer desires to have the meter moved exceeds eight (8) feet, the customer may be required to pay for and install a new service at the desired location.

**3.07.5 Angle Meter Stop.** Every service connection installed shall be equipped with an angle meter stop for exclusive use by the District. If the stop is damaged by the customer, replacement shall be at the customer's expense.

### **3.08 Temporary Water Service Connections**

**3.08.1 Duration of Service.** Temporary service connections shall be disconnected within six (6) months of installation unless an extension of time is granted in writing by the District.

**3.08.2 Deposit.** The applicant shall deposit in advance the estimated cost of installing and removing the equipment required to furnish said service exclusive of the cost of re-usable material. Upon discontinuance of service, the actual cost shall be determined, and an adjustment made as an additional charge, refund or credit. If service is supplied through a fire hydrant, the applicant shall pay, in advance, the applicable deposits and Fire Hydrant Rental Fee detailed in Policy 1060, Miscellaneous Fee Schedule and pay for water used at the per gallon rate once the meter is returned.

**3.08.3 Rates.** The rates for temporary service shall be based on the costs incurred by the District in providing the temporary water service to the applicant. In addition, the costs of installation of temporary service connections shall be billed by the District to the property owner/customer on a time and materials basis.

**3.08.4 Installation and Operation.** All facilities necessary for temporary service to the customer connection shall be installed by the District and shall be operated in accordance with its instructions.

**3.08.5 Responsibility for Meters and Installation.** The customer shall be responsible for

damage to the meter and valve or to any other rented equipment of the District which are involved in furnishing the temporary service from the time they are installed until they are removed, or until 48 hours' notice in writing has been given to the District that the customer is no longer in need of the temporary meter or meters and the installation. If the meter or other equipment are found damaged, the cost of making repairs shall be paid by the applicant for such temporary service.

## CHAPTER 4

### CLASSIFICATION OF USERS, CHARGES AND FEES

#### **4.01 Classification of Users**

The District hereby acknowledges user classifications (adopted March 8, 2004) existing prior to adoption of this ordinance, attached hereto as Exhibit A. Each user listed in Exhibit A has been assigned Household Equivalents according to the typical quantities of water volume used by type of occupancy, business or activity conducted on their property. The District hereby established a Service Line Size Water Rate Structure to be applied to all new construction initiated March 8, 2004 previous to this ordinance (refer to Exhibit B AWWA Standards).. The Service Line Size Water Rate Structure shall also apply to all existing customers at such time as there are additions or modifications to buildings or premises, changes to the type of business or occupancy which require the installation of a larger sized water service line than serving the property at the time of adoption of this ordinance. The purpose of the Service Line Size Water Rate Structure is to facilitate compliance with Article XIID of the California Constitution, to facilitate the regulation of water use, to provide an effective means of source water capacity estimations and to provide a basis for the establishment and levying of charges for services on an equitable basis to all users.

**4.01.1** The Service Line Size Water Rate Structure shall apply to all existing properties which, upon submission of a new water service application pursuant to section 5.03 of this ordinance or receipt of a building permit application from Siskiyou County, are required to install a larger sized water service line in accordance with District standards.

*4.01.2 Notwithstanding anything in this Ordinance to the contrary, Beverage Manufacturers are a separate and distinct class of water users from the users identified in Section 4.01. Service for Beverage Bottling Uses is subject to Section 4.05.*

#### **4.02 Connection and Service Charges and Fees**

The District has established a schedule of service charges and other fees as detailed in Policy 1060, Miscellaneous Fee Schedule of Board Policy to charge customers for water service and to reimburse the District to for the costs incurred by the District in providing such water service, to insure an equitable recovery from customers of the District's cost of providing such service, to pay debt service, and to provide the capital reserve funds needed to provide for replacement and expansion of District water facilities. The District modifies Policy 1060, Miscellaneous Fee Schedule from time to time and such changes shall not require amendment of this Ordinance.

**4.02.1** Basis of Monthly Service Charges, Existing: The basis for the allocation of the cost of providing water service to existing customers shall be the household equivalent level for the business or occupancy listed in Exhibit A of this ordinance multiplied by the base monthly water Household Equivalent Charge as set forth in Board Policy 1060, Miscellaneous Fee Schedule.

**4.02.2** Basis of Monthly Service Charges, Service Line Size Water Rate Structure. The basis for the allocation of the cost of providing water service to all customers is the Service Line Size Water Rate Structure which assigns a number of Household Equivalents commensurate with the size of the service line installed on each Customer's premises pursuant to the AWWA Household Equivalency Table attached as Exhibit B of this ordinance,

multiplied by the base monthly water Household Equivalent Charge as set forth in Policy 1060, Miscellaneous Fee Schedule. The minimum size of service line and meter shall be determined by the District pursuant to Section 3.02.2 of this Ordinance.

**4.02.3 Basis and Calculation of Total Connection/Capacity Fee.** The Connection/Capacity Fee is based on the capital cost of capacity and represents a reimbursement to the District's rate payers for providing available capacity to future users of the water system. By paying this fee new customers have participated equally with existing rate payers in sharing the capital cost of water system capacity. The basis for computation of the Connection/Capacity Fee is the number of Household Equivalents assigned to the service line size of a Customer's premises as specified in Exhibit B of this ordinance multiplied by the Connection/Capacity Fee for a single Household Equivalent detailed in Board Policy 1060, Miscellaneous Fee Schedule. The Connection/Capacity Fee for a single Household Equivalent is computed based on an analysis of the capital cost of capacity of the District's Water System, as updated from time to time.

**4.02.3.1** In addition to the Connection/Capacity Fee detailed in 4.02.2, the Applicant whose property is not served by a previously installed public water service and water service box will be charged the actual cost of labor and materials used in installing the public water service, service box, meter and related appurtenances to District standards.

**4.02.3.2** In addition to the Connection/Capacity Fee detailed in 4.02.2, the Applicant whose property is served by a previously installed public water service and meter box will be charged the actual cost of labor and materials used in installing the meter and related appurtenances to District standards.

**4.02.3.3** In the event that a Customer submit a service application for an increased water service connection size, or a change in use in the property requires the District to install an increased service line size, the Customer's Household Equivalent level shall be increased to reflect the larger service line size. Thereafter such Customer will be required to pay the difference between the Connection/Capacity Fee associated with the larger service line size to be installed, less the Connection/Capacity Fee previously paid for the existing service line size on such premises. In addition, the applicant shall be charged the actual cost of labor and materials incurred by the District in installing the larger meter and related appurtenances to District standards.

Likewise, should a Customer submit a service application for a decreased water service connection size, or a change in use in the property requires the District to install a reduced service line size, the Customer's Household Equivalent level shall be reduced to reflect the smaller service line size. No refunds of previously paid Connection/Capacity Fees will be made by District in the event of decreased water service connection size, since the Customer has previously used the capacity for which such fee was paid. In addition, the applicant shall be charged the actual cost of labor and materials incurred by the District in installing the smaller meter and related appurtenances to District standards.

**4.02.4** If a customer wants an additional water service connection installed on their property they will be required to pay the Connection/Capacity Fee for the additional service line size installed.

#### **4.03 Other Charges and Fees**

**4.03.1 Metered Services.**

**4.03.1.1 Meter Reading.** Meters may be read for District recordkeeping and/or billing purposes.

**4.03.2** The District may, at any time, establish a schedule of charges and fees to pay for the costs of other services provided to insure an equitable recovery of the District's cost of providing water service. Such fees and charges, if adopted, are detailed in Policy 1060, Miscellaneous Fee Schedule of Board Policy and may include, among others:

- a. Application Fees. The cost of administration, engineering, inspection or other related or required costs to process permit application.
- b. Appeal Fees. The cost of administration, engineering, legal or other related costs to process appeals.
- c. Fees for backflow valve testing and backflow/cross-connection program administration.

**4.04 Standby Assessments**

Standby Assessments are levied to permit the District to recover the cost of maintaining water system capacity in a readiness-to-serve status for the benefit of unimproved parcels of land.

**4.04.1** The Standby charges shall be levied on each parcel located in a subdivision approved by the County of Siskiyou until such time as each such parcel is physically connected to the District's Water System. The current amount of the Standby Charge is detailed in Policy 1060, Miscellaneous Fee Schedule.

*4.05 Service to Beverage Manufacturers*

*Water service to a Beverage Manufacturer for Beverage Bottling Uses shall be subject to all of the following conditions:*

- a. *The availability of surplus water above the amounts necessary to meet the reasonable needs of Regular Water Service customers for beneficial uses within the District;*
- b. *Compliance with all rules applicable to water service by the District, to the extent not inconsistent with this section;*
- c. *Compliance with the California Environmental Quality Act; and,*
- d. *Execution of one or more written agreements approved by the Beverage Manufacturer and the District's Board of Directors that set forth the water rates, charges, and other terms applicable to the service.*

## CHAPTER 5

### BILLING POLICY, ADMINISTRATION, COLLECTION AND DISPUTES

#### **5.01 Service Connections**

**5.01.1 Application for Service.** Each person applying for a service connection must complete an application in a manner and on a form prescribed by the District prior to making connection. Such application shall signify the customer's willingness and intention to comply with this and other ordinances or regulations relating to water service. The applicant shall submit a copy of the plot plan required by the Siskiyou County Building Department or other plans and specifications, and proposed water consumption estimations as required by the District.

**5.01.2. Payment of Connection and Capacity Fees.** The District shall determine the amount of service Connection and Capacity Fees payable in accordance with the provisions of this ordinance using rates in effect at the time of physical connection of the property owner/customer's premises to the District's Water System.

- a. All such fees must be paid before a service connection will be allowed.
- b. Regular service charges shall commence ninety (90) days from the date of application for the water service connection or the date of inspection and approval of the water service connection, whichever occurs first. A time extension request may be filed with the District if conditions beyond the control of the applicant prohibit timely completion of the connection to the water system.
- c. If water service has not commenced within six (6) months of application for service, water service charges shall nevertheless commence and be payable after the expiration of such six (6) month period.

#### **5.02 Unauthorized Service Connections**

Construction of a service connection prior to making application and paying all charges in accordance with this ordinance is not permitted. Any person doing so is guilty of a misdemeanor pursuant to Section 7.01 of this Ordinance. An unauthorized water connection, when discovered by the District, will require payment in an amount equal to the avoided user charges in effect during the period of time since such unauthorized service connection was made, plus an amount of liquidated damages in the same amount of the avoided user charges during the period of time the unauthorized service connection was in effect, plus payment of applicable connection/capacity fees, service call charges and administrative charges incurred in the enforcement of this section. Such unauthorized connections will be disconnected by District until full payment of all avoided user charges and liquidated damages required by this ordinance are deposited with the District.

#### **5.03 Change of Use**

Customers shall notify the District not less than five (5) working days prior to commencement of any work, additions or modifications to buildings or premises, or changes to the type of business or occupancy, which would affect the volume of water used on the premises and result in the need for a larger or smaller water service line pursuant to AWWA standards. The District will assist the customer in determining if a different size water service line is required. A new water service application is required to modify the size of any water service line.



- a. If the change in service line size results in a higher or lower Household Equivalent level, then a commensurate change shall be made in the monthly service charge for the account. Lowering or raising of the monthly service charge shall commence upon the date of District installation of the modified service line size serving the premises.
- b. If the change of service line size results in a higher Household Equivalent assignment, then additional capacity/connection fees shall be paid by Customer for the additional capacity accessed through the installation of a larger service line size. A change of service to a smaller line size will not result in a refund of connection/capacity fees paid in the past for the initial larger service connection. Additional capacity/connection fees, if required, are due and payable at the time of filing of the new service application.
- c. Failure to report a change of use which results in water usage through the water service connection in excess of the AWWA service line capacity standard, when discovered by the District, shall require payment by Customer equal to the avoided user charges in effect during the period of time between the last recorded inspection by the District of the Customer's water connection and the date of discovery of the unauthorized change in use by the District, plus an identical amount of avoided user charges which will be assessed as liquidated damages. In addition, payment by Customer of an additional capacity/connection fee in effect at the time of discovery for the additional line size required to service the Customer's property will be required as a condition of future water service. Service call charges and administrative charges incurred in the enforcement of this section shall become due and payable immediately upon discovery by the District. From and after the date of discovery, the amount of such avoided user charges and liquidated damages, together with any additional connection/capacity charges payable pursuant to this section shall be added to and become a part of the regular service charge and billing owed by the customer. Failure by the Customer to pay such service charges, additional connection/capacity fees and liquidated damages when due will result in discontinuance of service pursuant to Section 6 of this Ordinance.
- d. Premises with unauthorized changes in usage may be disconnected by District until such payments and any applicable penalties and interest required by this ordinance are deposited with the District by Customer.
- e. Notwithstanding the provisions of this section, the Board of Directors shall have the right to waive or reduce the penalties and provisions herein in public session at a regularly scheduled Board meeting upon recommendation of the District General Manager or upon appeal by the Customer.

#### **5.04 Liability for Payment and Security Deposits**

**5.04.1 Person Liable for Charges and Fees.** The property owner shall in all cases be liable for charges and fees for services rendered to the premises.

**5.04.2 Security Deposits.** A security deposit equal to three (3) months user charges may be required if a customer has been chronically delinquent in the payment of charges and/or fees in any of the prior twelve (12) months. Deposits will be held without interest. Deposits may be

refunded only after all charges and fees have been paid and such deposits may be applied to any unpaid charges or fees upon termination of service. Deposits may be held for up to (12) twelve months.

**5.04.3 Returned Checks/Payments.** A per occurrence charge shall be paid for each check or ACH payments tendered as a payment to the District that is not honored by the bank, in addition to any fees charged to the District by its bank. The current charge for checks/*ACH* payments returned due to insufficient funds is detailed in Board Policy 1060, Miscellaneous Fee Schedule.

**5.04.4 Miscellaneous Charges.** There may be other charges levied to provide services or service associated cost reimbursement to the District which are not specified in this ordinance. When such additional fees or charges are from time to time approved by the Board of Directors and detailed in Board Policy 1060 Miscellaneous Fee Schedule, property owner/customers are liable for prompt payment of all such charges, and any delinquency in the payment of such charges shall be subject to all of the District remedies specified in Section 5.06 of this Ordinance.

## **5.05 Service or User Charges**

**5.05.1 Billing Interval.** Charges for water service are due and payable upon receipt of the monthly invoice and shall become delinquent if unpaid by the twenty fifth day of the month following the date of the invoice.

## **5.06 Collection of Delinquent Accounts**

**5.06.1 Penalties for Delinquent Payment.** If an account has not been paid in full on or by the twenty-fifth day of the month following the date of the invoice, such account shall be considered delinquent and a penalty assessed in the amount of 10% of the amount due. Thereafter in the amount of 1% per month of the total delinquent balance plus the basic 10% penalty for each month beyond the date of the Second Notice will be issued and penalties shall be applied to the account remains delinquent. All delinquent amounts and penalties shall continue to bear interest at the rate of 1.5% per month until paid.

**5.06.2 Collection by Recordation of Lien Against Property.** The Board of Directors may recover any water service charges, penalties and interest which are delinquent for a period of 60 days by recording in the office of the County Recorder of Siskiyou County a Notice of Lien for unpaid delinquent charges, penalties, interest, lien administration charges and applicable Recorder's fees. Said Notice of Lien shall declare the amount of the delinquent charges, penalties, interest and related charges due, and the name and last address of the person liable for such delinquent charges, penalties and interest. Pursuant to Government Code section 61115 (c) from the time of recordation of such Notice of Lien, the amount of such delinquent water service charges, penalties, interest, lien administration charges and applicable Recorder's fees shall constitute a lien against the lot or parcel of land against which the charge is imposed and all other property within Siskiyou County owned by the property owner of the parcel upon which the water service charges are delinquent. The District will record a Notice of Release or Discharge of Lien upon the payment by the property owner of all delinquent charges, penalties, interest, lien administration charges and applicable Recorder's fees within 30 days of receipt of payment for all such amounts due.

**5.06.3 Collection by Suit or Other Legal Action.** The Board of Directors is further authorized to institute and prosecute in the name of the District appropriate legal action for the collection of delinquent water charges, penalties, interest, lien administration charges and Recorder's fees against the property owner of the parcel upon which the water service charges were levied. By application for and receipt of water services, all property owners/customers agree to be responsible for reimbursement to the District of all attorneys' fees and other legal costs incurred by the District in collecting any delinquent water service charges, penalties, interest and related costs from the property owner/customer through such legal action. In the event the District recovers a court judgment ordering the property owner/customer to pay all delinquent debt service charges, penalties, interest, and related costs, together with attorney's fees and legal costs, and the property owner/customer fails to pay such judgment, the District will amend its Notice of Lien recorded pursuant to section 5.06.2 of this Ordinance to include the amount of attorney's fees and legal costs ordered by the court to be reimbursed by the property owner/customer to the District.

**5.06.4 Discontinuation of Service.** Water service may be disconnected for nonpayment of water service bills in the time and manner specified in Section 6 of this Ordinance.

**5.06.5 Collection of Delinquent Charges on Tax Roll.** For any water charges which have been delinquent for sixty (60) days, the District shall provide that any delinquent charges, penalties and interest may be collected on the property tax roll in the same manner as property taxes. On or about June 1 of each year, the General Manager shall prepare and file a written report with the District Board of Directors that describes each parcel of real property and the amount of delinquent charges, penalties and interest for each affected parcel for the year pursuant to Government Code Section 61115(b). The General Manager shall give notice of the filing of the report and of the time and place for a public hearing before the Board of Directors by publishing a notice of hearing pursuant to Section 6066 in a newspaper of general circulation, and by mailing the notice to the property owner of each affected parcel. At the public hearing, the Board of Directors shall hear and consider any objections or protests to the report. At the conclusion of the public hearing the Board of Directors may adopt or revise the delinquent charges, penalties and interest, and determine to collect such delinquent charges, penalties and interest upon the County Property Tax Roll for each affected parcel of property for the ensuing fiscal year. The Board of Directors shall make its determination on each affected parcel by resolution and its determination shall be final.

On or before August 10 of each year following such determination by resolution of the Board of Directors, the General Manager shall thereafter file with the County Auditor a copy of the report filed with the Board of Directors and the resolution adopted by the Board of Directors at such public hearing, and request that the delinquent charges, penalties and interest be added to and collected with property tax on each affected parcel of property described in the written report and resolution at the same time and in the same manner as property taxes are collected by the County Auditor. Government Code section 61115(b) directs the County auditor to place such delinquent charges, penalties and interest on the tax bills for each affected parcel of real property listed in the District report and resolution and collect the charges and penalties in the same manner as property taxes for the fiscal year in which such District report and resolution are filed with the County Auditor.

**5.06.6 Alternative Method of Collection.** If the bill is not paid when due, water service may be discontinued pursuant to Section 6 of this Ordinance. In addition, the rates for water service may be collected on the same bill with the rates for other services provided by the District. Failure to timely pay applicable rates for water service provided by the District to the Customer may also result in the discontinuance of any and all services such as sewer services

and refuse collection services provided by the District pursuant to the provisions of Government Code section 61115(a)(3).

**5.06.7 Remedies are Cumulative.** Each and all of the remedies for the collection and enforcement of delinquent water service rates, penalties, interest and related charges listed in this section 5.06 are cumulative and the District may pursue any or all of such remedies alternatively or consecutively as authorized by Government Code section 61115 (e).

**5.06.8 Refund of Credit Balance.** If the rate payer pays their monthly fees in advance and subsequently no longer maintains ownership of the property in McCloud Community Services District, then a full refund check of the credit balance will be issued to the prior owner/estate.

## CHAPTER 6

### DISCONTINUANCE OF SERVICE

#### **6.01 Discontinuance of Service for Delinquent Bills**

Service may be discontinued for nonpayment of bills as soon as they become delinquent as specified herein. Monthly bills are generated the last business day of the month (i.e., January fees post to an account on January 31 for services provided in January). Current charges are due and payable upon receipt of the invoice and are considered delinquent if not received by 5:00 p.m. the 25th of the following month. If the 25th falls on a weekend or holiday, payment must be received by 5:00 p.m. the next regular business day. If payment is not received by the 25th of the month (or next regular business day if the 25th falls on a holiday or weekend), a Second Notice will be issued and penalties shall be applied to the account. The Second Notice payment must be received within fifteen (15) days after the date of mailing of the Second Notice to the customer or owner. If full payment is not received within 15 days of the day of mailing, a Disconnect Notice will be issued. Payment of the Disconnect Notice must be received within ten (10) days after the date of mailing. If payment is not received by the end of the business hours on the due date, service shall be scheduled for disconnection within 48 hours. However, services will not be discontinued on a Friday, weekend, holiday or day preceding a holiday.

The failure of the District to send, or any person to receive such notice shall not affect the District's power to discontinue services pursuant to this ordinance. Reconnection will be made by District only upon complete payment of all delinquent service charges and penalties, interest, reimbursement to District of its actual costs of disconnecting and reconnecting District's water system to the premises, payment of all applicable disconnection and reconnection fees specified in this Ordinance per policy 3425 - Customer Water Shut Off.

#### **6.02 Charges a Debt**

Failure to receive a bill does not relieve the customer or property owner of liability for payment of the water service charges specified in said bill. Any amount due shall be deemed a debt to the District, and any person, firm or corporation failing, neglecting or refusing to pay said indebtedness shall be liable to an action in the name of the District in any court of competent jurisdiction for the amount thereof. In addition such debt is subject to the collection procedures consisting of a lien on the property of the customer or owner and collection of the delinquent amounts on the property tax rolls as specified in Section 5.06 of this ordinance.

#### **6.03 Reconnection Charge**

A current reconnection charge plus all fees, charges and penalties specified in section 6.1 will be assessed and collected prior to renewing service following a discontinuance per Policy 1060 - Miscellaneous Fee Schedule for charges.

#### **6.04 Unsafe Apparatus**

Water Service may be refused or discontinued on any premises where apparatus or appliances are in use which might endanger or disturb the service to other customers.

#### **6.05 Cross-Connection**

Water service may be refused or discontinued to any premises where there exists a cross-connection in violation of state or federal laws or this ordinance. This section shall agree and conform to Section 1.02, Subsection 15 of this Ordinance.

#### **6.06 Fraud or Abuse**

Service may be discontinued or removed, including the removal of unapproved connections or unauthorized facilities, and penalties imposed, if necessary, to protect the District against fraud or abuse.

- a. Fraud or abuse is the act of any person to commit, authorize, solicit, aid, abet or attempt any of the following acts:
  1. Divert or cause to be diverted water service by any means.
  2. Make or cause to be made any connection or reconnection to the District's water system without the authorization or consent of the District. As used in this section "water system" means all property owned by the District for the transmission, collection, storage or treatment of water.
  3. Tampering with or otherwise interfere with any water meter or other water flow measurement device so as to prevent the accurate measurement of water use.
  4. Use or receive the benefit of water from the District with knowledge or reason to believe that the use or receipt of such water is unauthorized by the District.
  5. Tampering with any property owned or used by the District to provide water service.
  6. Providing water through a service connection to another premises or parcel of property that does not have its own service connection, or for which an application for service connection has not been filed with the District.
- b. A violation exists if, on premises owned or controlled by the Customer or any person using or receiving the direct benefit of the water service, there is either of the following:
  1. Any instrument, apparatus or device designed to be used to obtain service without paying the full lawful charge therefor.
  2. Any meter that is altered, tampered with or bypassed so as to cause no measurement or inaccurate measurement of water service.
  3. Any person who is determined by District staff to have committed fraud or abuse as defined herein shall be billed by the District for the damage to the property owned or used by the District to provide service, the actual cost to remove and reinstall District facilities, for loss of water, plus a penalty of \$300 per infraction. A separate

infraction will be found for each day such fraud or abuse is determined by District to have continued.

- c. Upon approval by the Board of Directors, the District may bring a civil action pursuant to Section 1882.1 of the California Civil Code to recover up to three times the actual damages suffered by the District, plus its costs of suit and reasonable attorneys' fees, for each violation of the provisions of this section.
- d. The remedies set forth in this section shall be in addition to all other remedies, civil and criminal, available to the District for violation of the provisions of this section or for any ordinance, resolution, rule or regulation of the District, or any provision of Federal, State or local law.

#### **6.07 Non-Compliance With Regulations**

Service may be discontinued for non-compliance with this or any other ordinance or regulation relating to the water service. The Customer will be notified of the District's intention to discontinue service for noncompliance, with an explanation of the violation or infraction committed. There will be a reasonable opportunity given to comply before actions to discontinue water service will be taken by the District. However, no such notice to afford an opportunity to comply need be given to a Customer in those instances in which the noncompliance may cause conditions dangerous or detrimental to public health, safety and welfare, or are in violation of state law. These violations include, but are not limited to, trespass, assault, water theft, cross connection deficiencies, and water system or facility damage.

#### **6.08 Use of Water Without Application**

Service may be discontinued in all cases in which a person is determined by District to have used water from the District's water system without having made application to the District therefore, or without having a separate service connection installed by District to provide water to that person's premises, or without having paid all applicable connection charges and service and meter installation charges.

#### **6.09 Upon Vacating Premises**

If a tenant of a property is desiring to discontinue service should so notify the district two (2) days prior to vacating the premises. When discontinuance of service is ordered by a tenant, the owner of the property shall be liable for charges whether or not any water is used.

## CHAPTER 7

### ENFORCEMENT

#### **7.01 Penalty for Violations of Ordinance**

Any violation of this Ordinance shall be a misdemeanor and shall be punishable by imprisonment in the County Jail for a period not to exceed 6 months, or by fine, not exceeding \$1000, or by both. Every day of violation of this Ordinance continues shall constitute a separate offense. The attorney of the District, upon order of the District's Board of Directors, shall request the District Attorney of Siskiyou County to file an action in the Superior Court to confirm that the provisions of this Ordinance have been violated, to find that a misdemeanor and/or Civil offense has occurred, and to impose such penalties, fines, and reimbursement to the District of its attorney's fees and legal costs as provided by law and the provisions of this Ordinance. Any property owner/customer found to be violating any provision of this or any other ordinance, rule, or regulation of the District, shall be served by the District with written notice stating the nature of the violation and, if applicable, providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

##### **7.01.1 Discontinuation of Service for Violation.**

- a. As a means of enforcement of the provisions of this ordinance, or any other rule or regulation of the District, the District shall have the right to assess all such penalties as may be permitted by law and/or discontinue water service or any other utility services provided by the District to the property owner/customer as detailed in Section 6 of this Ordinance. However, no such notice to afford an opportunity to comply need to be given to a property owner/customer in those instances in which the noncompliance may cause conditions dangerous or detrimental to public health, safety and welfare, or are in violation of state law. These violations include, but are not limited to, trespass, assault, water theft, cross connections and water system facility damaged.
- b. Water service and any other discontinued utility services shall not be supplied to such property owner/customer until he or she shall have complied with the ordinance provision, rule, regulation, rate or charge order which has been violated to the satisfaction of the District. Reconnection shall be made only upon prior payment of charges, penalties and interest due, plus the disconnection and/or reconnection fee as detailed in the Policy 1060, Miscellaneous Fee Schedule and possible payment of a security deposit in the discretion of the District.

**7.01.2 Relief on Application.** When any property owner/customer is of the opinion that any provision of this Ordinance is unjust or inequitable as applied to his premises due to special circumstances, such property owner/customer may make written application to the Board of Directors, stating the special circumstances, citing the provision complained of, and requesting suspension or modification of such provisions as applied to the premises of such property owner/customer. If such application be approved, the Board may, by resolution, suspend or modify the provision complained of, as applied to such premises, to be effective as of the date of the application and continuing during the period of the special circumstances cited.



**7.01.3 Relief on Own Motion.** The Board of Directors may, on its own motion, find that, by reason of special circumstances, any provision of this ordinance should be suspended or modified as applied to particular premises, and may, by resolution, order such suspension or modification for such premises during the period of such special circumstances.

**7.01.4 Board Rulings Final.** All rulings of the Board of Directors on relief or from or suspension of provisions of this ordinance with respect to a particular ordinance provision shall be final and not subject to appeal.

## **7.02 Falsifying of Information**

Any person who knowingly makes any false statement or representation to District personnel, or submits a false record, report, plan or other document with the District, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this ordinance, is guilty of a violation of this Ordinance and subject to the enforcement penalties provided in section 5.06 hereof including misdemeanor criminal proceedings, disconnection of water and other utility services, payment of all applicable District fees and charges, and reimbursement of all attorney's fees and legal costs incurred by the District arising out of such conduct.

## CHAPTER 8

### ABATEMENT

#### **8.01 Abatement**

Habitation of premises which have been disconnected from the District's water system or have never been connected to such system, constitutes a public nuisance and the District may take whatever steps are necessary to abate the nuisance including legal action. In such event, and as a condition of connection or re-connection, there shall be paid to the District reasonable attorney's fees and costs of suit arising in said action.

#### **8.02 Damage to Facilities**

When misuse of the public or a private water system causes an obstruction, damage, or any other impairment to District facilities, the District may assess a charge against the property owner/customer for the work required to clean or repair the facility and add such charge to the property owner/customer's water service charges. If such charges become delinquent, the District shall be entitled to utilize all remedies for collection of such delinquent charges specified in section 5.06 of this Ordinance.

## CHAPTER 9

### MANDATORY HOOK-UP AND ABATEMENT OF PUBLIC NUISANCE

#### **9.01 Mandatory Connection to Water System**

From and after the effective date of this Ordinance, except as hereinafter provided, every building in which plumbing fixtures are installed and every premises having water piping thereon shall be connected to the public water, if available.

#### **9.02 Availability of Public System**

**9.02.1 Public Water Available.** The public water shall be considered as available when such public water is located within one thousand feet (1000) from the property boundary on which development exists, is proposed to occur, the proposed building or exterior piping facility.

**9.02.2 Public Water Not Available.** When no public water, intended to serve any lot or premises, is available as described in 9.02.1 above, water piping from any building or works proposed thereon shall be connected to an approved private well under the jurisdiction of the Siskiyou County Public Health Department.

**9.02.3 Subdivisions.** Within the limits prescribed by Section 9.02.1 above, the rearrangement or subdivision into smaller parcels of a lot to which public water is available shall not be deemed cause to permit construction of a private well system, and all plumbing or water piping systems on any such smaller parcel or parcels shall connect to the public water.

#### **9.03 Mandatory Connection to New or Renovated Public Water System**

**9.03.1 Time Limits.** Subject to the provisions of Section 9.02.1, all buildings containing plumbing fixtures shall connect to the public water within two (2) years of completion of any water system renovation project serving such properties. Owners of all housing, buildings, or properties situated within the District and served by such water system renovation project are hereby required, at their expense, to install suitable plumbing and to connect such facilities directly with the public water in accordance with the provisions of this ordinance.

**9.03.2 Connection Required in Advance of Time Limits.** The District may require that the connection to the new water system be completed in advance of the two year time limit described in 9.03.1 above in the event that connection of the majority of properties in a geographic area are completed, chronic failure of the original system is encountered in the area or the alignment of the original water system causes connection difficulty for properties in the area and must be prematurely abandoned.

**9.03.3 Notification to Proceed with Connection.** The District shall notify all owners by mail of the date of completion of water system renovation or extension project serving their property. Such notice shall state the date of completion of the water system renovation project and the deadline for connection to the new system in compliance with this ordinance. Failure to receive such notice shall not relieve any owner of the obligation to comply with connection requirements or any other provision of this ordinance.

**9.04 Mandatory Connection to the Water System by District at Owner’s Expense**

If an owner fails to comply with the connection requirements of Section 9.03 above, District personnel shall report that fact and the evidence in support thereof to the Board of Directors. The Board of Directors may give written notice to the owner and occupants of such dwelling or building that the Board of Directors will, not less than ten (10) days after the giving of such notice, hold a public hearing for the purpose of issuing a Mandatory Connection Order. Notice of such hearing shall be given by mailing to the address of the owner as shown on the County Assessment roll, and to the occupants by hand delivery to an adult person residing on the premises, or by posting at the entry or other conspicuous place on the premises. Any person interested may appear at said hearing and be heard on the matter. If the Board of Directors finds, at the conclusion of said hearing that such connection has not been completed in compliance with this ordinance, the Board of Directors may order the owner of said premises to connect such dwelling, together with all toilets, sinks and other plumbing therein, to the District Water system, within a time to be specified by the Board of Directors. Upon the failure to do so, the Board of Directors shall order that said work be done, by the District’s own forces or by another person contracting with the District therefore. The District shall thereupon have a lien upon said property for all applicable connection and/or capacity fees and charges for construction and installation, and the District, shall thereafter have a lien upon said property for the work done and materials furnished, and such work and materials furnished shall be held to have been done and furnished at the insistence of the owner, and any persons claiming or having any interest in said real estate.

**9.05 Enforcement of Lien**

The liens provided for herein may be enforced in the same manner as those provided for in Title 15 (commencing with Section 3082), Part 4, Division 3 of the Civil Code, or in the alternative collected as provided in Section 5.06 herein, or by law for the collection of unpaid and delinquent charges.

**9.06 Placing Forced-Connection Costs on County Tax Rolls**

Alternatively to the enforcement of the lien as provided in Section 9.05 above, the Board of Directors may in such cases declare that the amount of the costs of such work and the administrative expenses incurred by the District, together with connection charges and other applicable charges, be transmitted to the County Assessor and Tax Collector, whereupon it shall be the duty of such officers to add the amount of the assessment to the next regular bill for taxes levied against the lot or parcel of land, pursuant to the provisions of Section 5.06 herein.

**9.07 Lien on Property When Owner Requests Connection**

Any owner may request the District to construct all necessary pipes and plumbing to connect his property to the District’s water system. If the District does such work or has such work done, the District or the person doing such work at the request of the Board of Directors shall have a like lien upon the property.

## **CHAPTER 10**

### **SEVERABILITY**

If any provision of this ordinance or the application to any person or circumstances is held invalid, the remainder of the ordinance or the application of such provisions to other persons or other circumstances shall not be affected.

**CHAPTER 11**

**EFFECTIVE DATE**

This ordinance shall take effect and be in full force from and after 30 days after the date of its final passage if, before the expiration of fifteen (15) days after its final passage, (1) the text of this Ordinance as adopted by the Board of Directors is published one time in a newspaper of general circulation throughout the District; and (2) the text of this Ordinance shall be posted by the secretary in three (3) public places and for not less than thirty (30) days within the McCloud Community Services District.

A summary of said Ordinance was published in the Mt. Shasta Herald, a newspaper of local circulation on **date** and posted on **date** in three (3) locations throughout the community. The ordinance was then presented for a second reading and final adoption at the regular meeting of the Board of Directors of the McCloud Community Services District on **date** and at said meeting, Director **name** moved the adoption of said Ordinance, which motion was seconded by Director **name** and upon roll call was carried by the following vote:

AYES:           DIRECTORS:  
NOES:           DIRECTORS:  
ABSENT:        DIRECTORS:

---

Catherine Young/President of the Board

---

Andrea Mills/Secretary of the Board

**McCloud Community Services District  
Classification of Existing Users**

**Exhibit A, is used as a reference and is subject to change. To see most current classification of existing users refer to Policy 3040 - Classification of Users.**

<b>Customer</b>	<b>Address</b>	<b>Current HE Unit Factor</b>	<b>Existing User Classification</b>
Single Family Residential		1	
Multi-family Residential		1	Per Dwelling Unit
Reginato's Mini-Mart	116 Broadway	1.5	Mini-Market, No Public Restroom, Deli No Seating Refrigeration w/Water
McCloud Market	117 Broadway	2	Food Market, No Public Restroom Refrigeration w/Water
DeBon Building	Broadway/Minnesota	2.5	Medical Clinic, 1 MD w/2 public restrooms Restaurant w/restrooms Gym w/1 restroom
TJR Industries, LLC	220 Broadway	1	Auto Repair Shop
American Legion	232 Broadway	1.5	Meeting Hall Area Commercial Kitchen Tavern, Cardroom, Etc. w/restrooms
Presbyterian Church	428 California	.5	Church, Kitchen Occasional Use
Franklin Storage	116 Campus Way	1	Warehouse
McCloud High School	133 Campus Way	3	School – No Cafeteria
Frontier Communications	228 E. Colombero Dr.	1	Office Building
Squaw Valley MoHo Park	616 E. Colombero Dr.	28.5	28 Mobile Home Spaces 2 RV Spaces
Ferraris Storage	Squaw Valley Road	1	Warehouse
Calvary Church	110 W. Colombero Dr.	.5	Church w/kitchen serving occasional public meals
St. Joseph's Church	213 W. Colombero Dr.	1.5	Church, Kitchen Occasional Use Residence
Stoneybrook Inn	309 W. Colombero Dr.	6	2 Kitchen Suite Rooms 1 Manager's Apartment 3 Apartments 13 Motel/B&B Units

**Ordinance 27 Exhibit A, Page 2**

<b>Customer</b>	<b>Address</b>	<b>Current HE Unit Factor</b>	<b>Existing User Classification</b>
McCloud Guest House	604 W. Colombero Dr.	2.3	4 B&B Rooms Apartment
Taylor Storage	130 E. Colombero Dr.	0	Warehouse, No office or Restrooms
McCloud Elementary	332 Hamilton Way	4	School-With Cafeteria
Dance Country RV Park	480 Highway 89	8.5	RV Park w/106 Watered Spaces, Laundry Facilities, Showers
Squaw Valley Riding Club	729 Hill	2	Meeting Hall w/Kitchen
McCloud River Inn	325 Lawndale Court	4	5 B&B Rooms 1 Manager's Apt Large office space (Olympic) Gift Shop
Joanie's B&B	417 Lawndale Court	1	4 B&B Rooms Manager's Apartment
Century House Hospital	433 Lawndale Court	6	1 DDS Office w/RR 1 Professional office shared RR 11 Lodging rooms 6 RR total 5 Apartments
Mother McCloud	237 Main Street	11	Restaurant General and Candy Store Clothing/Craft Store Coffee/Esspresso 1 Apartment Real Estate, Art Gallery Hearst Offices with Restroom
Ebbe Building	301 Main Street	1	Realtor Chamber Office Retail Store



**Ordinance 27 Exhibit A, Page 3**

<b>Customer</b>	<b>Address</b>	<b>Current HE Unit Factor</b>	<b>Existing User Classification</b>
Brown Dog Building	304 Main Street	1	Retail Store
Heart of the Earth	312 Main Street	1	Jewelry Sales
Heritage Junction	320 Main Street	1	Museum
McCloud Post Office	324 Main Street	1	Office Building
McCloud Healthcare Bldg.	328 Main Street	1	Office Building
McCloud Hotel	410 Main Street	6.4	17 B&B Rooms Restaurant 1 Residence 1 Mgr's Residence Conference Center
Axe & Rose	416 Main Street	2	Restaurant Bar/Dance Hall
Wieder Building	105 E. Minnesota Ave.	1	Office, Retail, Warehouse
First Baptist Church	121 Water Street	.5	Church
Anderson Building	124 W. Minnesota Ave.	1	McCloud Healthcare Admin
Dance Hall	104 Pine Street	2.5	Residence Dance Hall, Kitchen
Clearwater Cafe	209 Quincy	1	Retail Sales/Commercial Kitchen with Restrooms
Goeden Barn	110 Squaw Valley Road	3	1 Apt Warehouse
Chevron Station	117 Squaw Valley Road	1.5	Service Station w/Restrooms
McCloud River Car Wash	125 Squaw Valley Road	3	4 Stall Carwash
McCloud River Lodge	140 Squaw Valley Road	4.5	Restaurant Mgr's Apt 5 Motel Rooms Bar w/RR
Timber Inn Motel	153 Squaw Valley Road	2.7	1 Residence 6 Motel Rooms
McCloud Golf Club	1001 Squaw Valley Road	2.2	Restaurant, Pro-Shop, Club House
CDF	1509 Squaw Valley Road	3	Offices, Living Quarters, kitchen
McCloud Railway	701/801 Industrial Way	3	Office, Warehouse, Shop
Hitchcock Shop	Haul Road	2	Office, Industrial
USFS	529 Forest Road	12	Offices, Residences, Warehouse
Vassallo Barn	112 Squaw Valley Road	1	Warehouse, Apartments

**Exhibit B**  
**McCloud Community Services District**  
**Ordinance 27**  
**Service Line Size Water Rate Structure**  
**American Water Works Association**

<b>Basis for Monthly Service Charges and Connection Fees</b>	<b>AWWA Rated Capacity (GPM)</b>	<b>HE Unit Factor</b>
¾ inch service	30	1
1 inch service	50	2
1 ½ inch service	100	3.5
2 inch service	160	5.5
3 inch service	320	11
4 inch service	500	17
6 inch service	1000	33.5
8 inch service	1600	53.5

**Exhibit C**  
**McCloud Community Services District**  
**Ordinance 27**  
**Siskiyou Local Agency Formation Commission**  
**Out of Area Service Agreement Application**

**Siskiyou Local Agency Formation Commission  
Out of Area Service Agreement Application**

**1. Name and Address of Applicant (must be public agency):**

\_\_\_\_\_

\_\_\_\_\_

**2. Contact Name and Title** \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

FAX \_\_\_\_\_

**3. Application Initiated By:**

Agency Name: \_\_\_\_\_

Resolution No.: \_\_\_\_\_ Date Adopted: \_\_\_\_\_

Submit 1 copy of Resolution of Application and 2 copies of proposed out of area service agreement with application.

**4. Property Owner and Location of Property to Be Served (List additional owners/properties on separate sheet if necessary)**

Name of Property Owner/s: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Assessor Parcel Number/s: \_\_\_\_\_

Name of Property Owner/s: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Assessor Parcel Number/s: \_\_\_\_\_

**5. Type of Service to Be Provided**

Check one or more: Water \_\_\_\_\_ Sewer \_\_\_\_\_ Police \_\_\_\_\_ Fire \_\_\_\_\_ Garbage \_\_\_\_\_

Other/s: \_\_\_\_\_

**6. Description of Property to Be Served**

6a. Is parcel to be served WITHIN your current Sphere of Influence (SOI)? Yes \_\_\_\_\_ No \_\_\_\_\_

6b. If Yes, provide (a) general description of property location in relationship to current city/district boundary line and (b) attach a project area map showing parcel/s, district and SOI boundaries.

Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6c. If No, provide (a) description of property location in relationship to the SOI boundary, (b) identify other agencies with jurisdiction over area in which property is located, and (c) attach a project area map showing parcel(s), SOI boundary of agency requesting service, and SOI boundaries of other agency's that may provide service.

Description: \_\_\_\_\_  
\_\_\_\_\_

Other Agencies that could provide service: \_\_\_\_\_

6d. How is the property currently being used?

Residential \_\_\_\_\_ Commercial \_\_\_\_\_ Agriculture \_\_\_\_\_ Vacant/Undeveloped  X   
Church, school, other public use \_\_\_\_\_ Industrial \_\_\_\_\_ Habitat, Recreation \_\_\_\_\_

6e. What is the current zoning designation? \_\_\_\_\_

County General Plan constraints? \_\_\_\_\_  
\_\_\_\_\_

Provide the following land use maps with legends for the project site and immediately adjacent parcels, and clearly identify the project site; County General Plan; City General Plan; County Zoning; and City Prezoning if applicable; and Community/Specific Plan if applicable.

6f. Are there any development or building applications on file that would authorize a different or higher density on the subject property or adjacent properties? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, explain and attach a list of projects and application processing numbers.

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

6g. Is property inhabited? Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, how many residents? \_\_\_\_\_

6h. Provide the number of existing dwelling units/buildings on the property.

Single family \_\_\_\_\_ Multi-Family \_\_\_\_\_ Commercial/Industrial \_\_\_\_\_  
Square footage for commercial/industrial \_\_\_\_\_

6i. Are there other service contracts/agreements currently in effect to serve this parcel or adjoining parcels? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, (a) explain and (b) attach one copies of other agreements or contracts.

---

---

---

---

6j. Adjacent Land Uses.

	Existing Land Uses	City General Plan	City Prezoning
North			
South			
East			
West			

**7. Environmental Review** This application is subject to the requirements of the California Environmental Quality Act (CEQA). If CEQA review has already been undertaken by another agency, please provide two copies of the environmental documentation including the Notice of Exemption or Notice of Determination and proof of payment of applicable California Department of Fish and Wildlife fees.

7a. Lead Agency. \_\_\_\_\_

7b. Responsible Agencies. \_\_\_\_\_

7c. Type of action taken:

Exemption \_\_\_\_\_ Negative Declaration \_\_\_\_\_ Environmental Impact Report \_\_\_\_\_

7d. Date of Certification/Adoption: \_\_\_\_\_

**8. Contract Service Issues**

8a. Explain how services are to be extended, what the anticipated cost of service extension will be, and how the costs will be financed?

---

---

---

8b. Will the provision of services be growth inducing? Explain.

---

8c. Does the proposed service provider have existing capacity to serve the project site?

Yes \_\_\_\_\_ No \_\_\_\_\_

8d. Will existing customers continue to receive the same or higher level of service if this project is approved?

Yes \_\_\_\_\_ No \_\_\_\_\_

8e. Will the same level of service be provided to the project site as other customers receive?

Yes \_\_\_\_\_ No \_\_\_\_\_

**9. Justification for Out of Area Service Agreement (must check one box below)**

Pursuant to Government Code Section 56133, this application is submitted (you must check one)

To address a threat to public health or safety (answer question 9a);

In anticipation of a later change of organization (answer question 9b)

**9a. Public Health or Safety Condition**

i. Please summarize the nature, extent and duration of the public health or safety emergency (attach additional page(s) if needed) and attach a copy of certification from appropriate Public Health Officials and any additional information verifying existence of emergency situation.

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

ii. What alternatives have been explored to mitigate emergency situation in lieu of executing out of agency service agreement?

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

iii. Is Interim Emergency Approval (expedited review) requested? Yes \_\_\_\_\_ No \_\_\_\_\_

**9b. Other Special Circumstances**

What are other special conditions or unique circumstances that justify use of an out of area service agreement in lieu of filing for annexation? Respond to following (use extra sheet of paper if necessary):

\_\_\_\_\_

Has annexation been considered? Yes \_\_\_\_\_ No \_\_\_\_\_

Why was it found infeasible?

\_\_\_\_\_

What barriers need to be overcome before filing an annexation application?

\_\_\_\_\_

How long would the annexation be anticipated to take? \_\_\_\_\_

Is there a contractual obligation? \_\_\_\_\_

Explanation: \_\_\_\_\_

**10. Public Notice, Disclosure, and Other Requirements**

10a. Provide an 8 ½" X 11" map indicating the project site.

10b. Provide any other comments or justifications regarding the proposal from any affected local agency, landowner or resident.

10c. Enclose all pertinent staff reports, environmental review documents, and supporting documentation related to this proposal. Note any changes in the approved project that are not reflected in these materials.

**11. Certification**

I hereby certify that the above information and accompanying documents are true and correct to the best of my knowledge. I hereby agree to pay all required filing and processing fees as may be needed to complete this application. Further, I understand that LAFCo will not be process an incomplete application.

\_\_\_\_\_  
Name of Applicant's Authorized Representative

\_\_\_\_\_  
Signature of Applicant's Authorized Representative

\_\_\_\_\_  
Date



**MCSO BOARD OF DIRECTORS**  
**August 09, 2021**

**AGENDA SUPPORTING DOCUMENT**  
**Agenda Item No. 10 A.**

**HEARING ON PROPOSED FINAL BUDGET OF  
MCCLLOUD COMMUNITY SERVICES DISTRICT  
FOR FISCAL YEAR 2021-2022**

**Subject/Summary**

Per Government Code 61110, notice had been given, August 09, 2021, that the Board of Directors of the McCloud Community Services District has reviewed and approved a preliminary budget as of July 12, 2021, and a proposed final budget as of August 09, 2021 for fiscal year 2021-2022. The proposed Final Budget has been available for inspection at the District office Monday through Friday since the posting of the hearing notice on July 13, 2021.

Notice was also given that the Board of Directors of the District would conduct a hearing on the proposed Final Budget today, August 9, 2021. Any person may appear at the time of the hearing and be heard regarding any item in the proposed Final Budget, or regarding the addition of other items. Following the hearing, the Board of Directors may adopt the proposed Final Budget as the District's Final Budget for fiscal year 2021-2022. The public hearing may be continued from time to time.

**Attachments:**

- 8. A. 2021-2022 Proposed Final Budget
- 8. A. Resolution No. 03, 2021; Approving the 2021-2022 Fiscal Year Final Budget.

**Recommendation**

It is recommended that the Board of Directors approve Resolution No. 03, 2021, Approving the 2021-2022 Fiscal Year Final Budget.

**MCCLOUD COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 03, 2021**

**APPROVING AND ADOPTING A BUDGET FOR FISCAL YEAR 2021-2022**

**WHEREAS**, the McCloud Community Services District is a Community Services District, duly formed as authorized by Government Code Sections 61000 through 61802; and

**WHEREAS**, the McCloud Community Services District operates on a Fiscal Year beginning on July 1, and ending on June 30, of each year; and

**WHEREAS**, Government Code 61110 provides that on or before July 1 of each year the Board may elect to adopt a preliminary budget that conforms to generally accepted accounting and budgeting procedures for special districts; and

**WHEREAS**, the Board elected to approve a preliminary budget and that preliminary budget was approved on July 12, 2021; and

**WHEREAS**, the Board elected to approve a proposed final budget and that proposed final budget was approved on August 09, 2021; and

**WHEREAS**, Government Code 61110 further provides that on or before September 1 of each year the Board shall adopt a final budget that conforms to generally accepted accounting and budgeting procedures for special districts; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of the McCloud Community Services District approves and adopts the Final Budget for Fiscal Year 2021-2022 which is attached hereto and by its reference made a part hereof.

Adopted on August 09, 2021, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Catherine Young, President of the Board

ATTEST:

---

Andrea Mills, District Secretary



**McCloud Community Services District  
Proposed Budget 2021/2022  
6/28/2021**

	1010	1020	1040	1050	1060	1070	1080	1090	2000	3000	2020/21	2021/22	2020/21	%
	General	Directors	Fire	Alleys	Lights	Park	Library	Refuse	Sewer	Water	Actual	Budget	Budget	Chng
<b>Revenue:</b>														
Tax Revenue	\$ 78,000	\$ -	\$ 123,378	\$ -	\$ 19,536	\$ 46,586	\$ 6,706	\$ -	\$ -	\$ -	\$ 264,309	\$ 254,670	\$ 254,670	\$ (9,639)
Utility Fees	\$ -	\$ -	\$ -	\$ 40,848	\$ 19,536	\$ -	\$ -	\$ 390,633	\$ 521,414	\$ 591,710	\$ 1,525,001	\$ 1,428,553	\$ 1,428,553	\$ (96,448)
Ambulance	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 57,505	\$ 22,000	\$ (35,505)
Donations, Misc	\$ -	\$ -	\$ 79,300	\$ -	\$ -	\$ -	\$ 3,418	\$ 6,000	\$ -	\$ 9,000	\$ 97,718	\$ 56,803	\$ 33,800	\$ (22,503)
<b>TOTAL REVENUE</b>	<b>\$ 78,000</b>	<b>\$ -</b>	<b>\$ 252,678</b>	<b>\$ 40,848</b>	<b>\$ 19,536</b>	<b>\$ 46,586</b>	<b>\$ 10,124</b>	<b>\$ 396,633</b>	<b>\$ 521,414</b>	<b>\$ 600,710</b>	<b>\$ 1,903,118</b>	<b>\$ 1,966,529</b>	<b>\$ 1,739,023</b>	<b>\$ (164,095)</b>
<b>Expenses:</b>														
Salaries	\$ 201,382	\$ 13,500	\$ 27,192	\$ 15,810	\$ -	\$ 35,711	\$ 2,964	\$ 44,263	\$ 35,834	\$ 71,078	\$ 398,510	\$ 448,734	\$ 449,594	\$ 51,084
PERS	\$ 13,955	\$ -	\$ 74	\$ 1,140	\$ -	\$ 505	\$ 4	\$ 3,183	\$ 2,435	\$ 4,794	\$ 26,090	\$ 25,527	\$ 29,528	\$ 4,001
Payroll Taxes	\$ 17,420	\$ 1,870	\$ 2,596	\$ 1,357	\$ -	\$ 3,235	\$ 407	\$ 3,811	\$ 3,129	\$ 6,055	\$ 39,880	\$ 41,947	\$ 40,515	\$ (1,432)
Employee Hlth Benefits	\$ 71,314	\$ -	\$ 433	\$ 6,868	\$ -	\$ 3,108	\$ 24	\$ 19,275	\$ 14,582	\$ 28,759	\$ 144,363	\$ 109,972	\$ 119,811	\$ 9,839
Workers Comp (100%)	\$ 3,567	\$ 85	\$ 4,904	\$ 1,376	\$ -	\$ 3,088	\$ 21	\$ 3,840	\$ 3,281	\$ 6,128	\$ 26,290	\$ 28,589	\$ 32,096	\$ 3,507
Retiree Benefits Retirement	\$ 42,945	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,945	\$ 30,790	\$ -	\$ -
Retiree Benefits Health	\$ 241,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 241,900	\$ 269,238	\$ 230,834	\$ (38,404)
<b>Total Employee Costs</b>	<b>\$ 592,483</b>	<b>\$ 15,455</b>	<b>\$ 35,199</b>	<b>\$ 26,551</b>	<b>\$ -</b>	<b>\$ 45,647</b>	<b>\$ 3,420</b>	<b>\$ 74,372</b>	<b>\$ 60,261</b>	<b>\$ 116,814</b>	<b>\$ 970,202</b>	<b>\$ 904,573</b>	<b>\$ 933,168</b>	<b>\$ 37,034</b>
Insurance	\$ 35,762	\$ -	\$ 10,452	\$ 3,049	\$ -	\$ 3,004	\$ 251	\$ 8,000	\$ 7,600	\$ 14,900	\$ 83,018	\$ 79,330	\$ 79,564	\$ 234
Telephone	\$ 5,295	\$ -	\$ 4,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 380	\$ 480	\$ 10,955	\$ 10,533	\$ 7,240	\$ (3,293)
Publications	\$ 50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50	\$ -	\$ 761
Travel	\$ 1,600	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ 800	\$ 400	\$ 1,400	\$ 4,423	\$ 4,100	\$ 800	\$ (323)
Hiring	\$ 400	\$ -	\$ 3,000	\$ 100	\$ -	\$ 200	\$ 300	\$ 200	\$ 200	\$ 200	\$ 4,600	\$ 4,220	\$ 3,600	\$ (620)
Training	\$ 1,600	\$ 2,500	\$ 4,000	\$ -	\$ -	\$ 100	\$ -	\$ 500	\$ 1,500	\$ 1,500	\$ 11,700	\$ 1,561	\$ 8,500	\$ 6,939
Uniforms	\$ 500	\$ -	\$ 2,400	\$ 200	\$ -	\$ -	\$ -	\$ 400	\$ 450	\$ 450	\$ 4,400	\$ 3,221	\$ 2,100	\$ (1,121)
Safety	\$ 900	\$ -	\$ 1,000	\$ 400	\$ -	\$ 400	\$ -	\$ 600	\$ 800	\$ 800	\$ 4,900	\$ 2,674	\$ 4,000	\$ 1,326
Memberships	\$ 5,000	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 600	\$ 6,600	\$ 8,833	\$ 4,350	\$ (4,483)
Volunteer Reimbursements	\$ -	\$ -	\$ 15,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,570,000	\$ -	\$ -	\$ (6,570)
Operating Lease	\$ 6,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,600	\$ 6,040	\$ 6,600	\$ 560
Attorney	\$ 12,000	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ 47,000	\$ 6,530	\$ 11,300	\$ 4,770
Accountant	\$ 56,670	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 56,670	\$ 14,350	\$ 25,000	\$ 10,650
Professional Services	\$ 7,000	\$ -	\$ 3,600	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 18,000	\$ 4,500	\$ 33,800	\$ 9,496	\$ 11,800	\$ 2,304
Prof Svc-Ambulance	\$ -	\$ -	\$ 4,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,800	\$ 5,502	\$ 4,200	\$ (1,302)
IT Services	\$ 23,000	\$ -	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,800	\$ 20,636	\$ 15,855	\$ (4,781)
Advertising	\$ 1,800	\$ -	\$ 600	\$ -	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ 1,200	\$ 3,700	\$ 1,218	\$ 1,800	\$ 582
Election Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800	\$ 745
<b>Total Other Costs</b>	<b>\$ 158,177</b>	<b>\$ 3,500</b>	<b>\$ 57,552</b>	<b>\$ 3,749</b>	<b>\$ -</b>	<b>\$ 3,804</b>	<b>\$ 551</b>	<b>\$ 11,000</b>	<b>\$ 29,830</b>	<b>\$ 56,030</b>	<b>\$ 324,193</b>	<b>\$ 185,231</b>	<b>\$ 191,609</b>	<b>\$ 6,378</b>
														<b>3.3</b>

Tc	1010 General	1020 Directors	1040 Fire	1050 Alleys	1060 Lights	1070 Park	1080 Library	1090 Refuse	2000 Sewer	3000 Water	TOTAL	TOTAL	TOTAL	Difference
Supplies	\$ 3,000	\$ -	\$ 6,000	\$ 2,000	\$ -	\$ 1,200	\$ 200	\$ 1,000	\$ 8,500	\$ 11,000	\$ 32,900	\$ 12,566	\$ 26,000	\$ 13,434
Office Supplies	\$ 4,800	\$ 600	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,600	\$ 4,034	\$ 6,140	\$ 2,106
Postage & Delivery	\$ 4,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000	\$ 5,200	\$ 3,045	\$ 5,450	\$ 2,405
Computer & IT Supplies	\$ 1,700	\$ -	\$ 1,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,100	\$ 1,598	\$ 6,050	\$ 4,452
Janitorial Supplies	\$ 1,000	\$ -	\$ 200	\$ -	\$ -	\$ 700	\$ 200	\$ -	\$ -	\$ -	\$ 2,100	\$ -	\$ 450	\$ 450
Diesel	\$ 6,600	\$ -	\$ 3,900	\$ 1,200	\$ -	\$ 400	\$ -	\$ 9,000	\$ 1,000	\$ 1,000	\$ 23,100	\$ 12,111	\$ 20,200	\$ 8,089
Fuel	\$ 4,200	\$ -	\$ 2,300	\$ 300	\$ -	\$ 300	\$ -	\$ 100	\$ 200	\$ 500	\$ 7,900	\$ 3,771	\$ 5,800	\$ 2,029
Heating Fuel	\$ 3,800	\$ -	\$ 4,500	\$ -	\$ -	\$ 900	\$ 1,100	\$ -	\$ -	\$ -	\$ 10,800	\$ 9,208	\$ 8,100	\$ (1,108)
Power	\$ 3,800	\$ -	\$ 3,000	\$ -	\$ 19,332	\$ 1,200	\$ 1,100	\$ -	\$ -	\$ -	\$ 28,432	\$ 20,547	\$ 30,300	\$ 9,753
Building/Grounds (parking lot, paint)	\$ 6,000	\$ -	\$ 2,000	\$ -	\$ -	\$ 3,000	\$ 800	\$ 500	\$ 500	\$ 3,000	\$ 15,800	\$ 8,485	\$ 17,400	\$ 8,915
Equip Maintenance	\$ 3,000	\$ -	\$ 4,800	\$ 800	\$ -	\$ 450	\$ -	\$ 4,500	\$ 5,800	\$ 8,800	\$ 28,150	\$ 8,357	\$ 14,050	\$ 5,693
Vehicle Maint.	\$ 3,200	\$ -	\$ 3,000	\$ 1,000	\$ -	\$ 400	\$ -	\$ 6,500	\$ 3,000	\$ 3,000	\$ 20,100	\$ 3,414	\$ 16,120	\$ 12,706
<b>Total Supplies, Maintenance</b>	<b>\$ 45,300</b>	<b>\$ 600</b>	<b>\$ 31,300</b>	<b>\$ 5,300</b>	<b>\$ 19,332</b>	<b>\$ 8,550</b>	<b>\$ 3,400</b>	<b>\$ 21,600</b>	<b>\$ 19,000</b>	<b>\$ 28,300</b>	<b>\$ 182,682</b>	<b>\$ 87,136</b>	<b>\$ 156,060</b>	<b>\$ 44,2</b>
Principal Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63,180	\$ 67,369	\$ -	\$ 130,549	\$ 128,293	\$ 128,592	\$ 299
Interest Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,178	\$ -	\$ 28,178	\$ 29,344	\$ 29,706	\$ 362
Administrative Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,003	\$ -	\$ 1,003	\$ 1,494	\$ 1,494	\$ -
<b>Total Debt Service</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 63,180</b>	<b>\$ 96,550</b>	<b>\$ -</b>	<b>\$ 159,730</b>	<b>\$ 159,131</b>	<b>\$ 159,792</b>	<b>\$ 661</b>
Fees	\$ 1,400	\$ -	\$ 3,150	\$ -	\$ -	\$ -	\$ -	\$ 48,375	\$ -	\$ -	\$ 52,925	\$ 47,292	\$ 59,938	\$ 12,646
Permits	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,000	\$ 5,400	\$ 22,800	\$ 21,118	\$ 21,500	\$ 382
Director's Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Property Tax	\$ 130	\$ -	\$ 70	\$ -	\$ -	\$ 140	\$ -	\$ 11	\$ -	\$ 85	\$ 436	\$ 413	\$ 425	\$ 12
Fund Allocation of General/Director Costs	\$ (797,890)	\$ (19,555)	\$ 106,268	\$ 24,523	\$ -	\$ 32,698	\$ 8,174	\$ 147,140	\$ 237,059	\$ 261,582	\$ -	\$ -	\$ -	\$ -
<b>Total Miscellaneous Costs</b>	<b>\$ -</b>	<b>\$ 100</b>	<b>\$ 109,488</b>	<b>\$ 24,523</b>	<b>\$ -</b>	<b>\$ 32,838</b>	<b>\$ 8,174</b>	<b>\$ 195,526</b>	<b>\$ 254,059</b>	<b>\$ 267,067</b>	<b>\$ 76,161</b>	<b>\$ 68,823</b>	<b>\$ 81,863</b>	<b>\$ 13,040</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ -</b>	<b>\$ 433,839</b>	<b>\$ 233,539</b>	<b>\$ 60,123</b>	<b>\$ 19,332</b>	<b>\$ 90,839</b>	<b>\$ 15,545</b>	<b>\$ 365,678</b>	<b>\$ 459,700</b>	<b>\$ 468,211</b>	<b>\$ 1,712,968</b>	<b>\$ 1,404,894</b>	<b>\$ 1,522,492</b>	<b>\$ 190,476</b>
<b>OVER/UNDER FROM OPERATIONS</b>	<b>\$ 78,000</b>	<b>\$ -</b>	<b>\$ 19,139</b>	<b>\$ (19,275)</b>	<b>\$ 204</b>	<b>\$ (44,253)</b>	<b>\$ (5,421)</b>	<b>\$ 30,955</b>	<b>\$ 61,714</b>	<b>\$ 132,499</b>	<b>\$ 253,561</b>	<b>\$ 498,224</b>	<b>\$ 216,531</b>	<b>\$ 37,030</b>
<b>Non Operating Revenue/Expense:</b>														
Interest Income .3%	\$ 942	\$ -	\$ 1,041	\$ 331	\$ 1	\$ 237	\$ 10	\$ 210	\$ 3,433	\$ 931	\$ 7,136	\$ -	\$ 44,122	\$ -
Interest Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Non Operating Revenue/Expense</b>	<b>\$ 942</b>	<b>\$ -</b>	<b>\$ 1,041</b>	<b>\$ 331</b>	<b>\$ 1</b>	<b>\$ 237</b>	<b>\$ 10</b>	<b>\$ 210</b>	<b>\$ 3,433</b>	<b>\$ 931</b>	<b>\$ 7,136</b>	<b>\$ -</b>	<b>\$ 44,122</b>	<b>\$ -</b>
<b>NET INCOME/(LOSS) FROM OPERATIONS</b>	<b>\$ 78,942</b>	<b>\$ -</b>	<b>\$ 20,181</b>	<b>\$ (18,944)</b>	<b>\$ 205</b>	<b>\$ (44,016)</b>	<b>\$ (5,412)</b>	<b>\$ 31,165</b>	<b>\$ 65,147</b>	<b>\$ 133,429</b>	<b>\$ 260,697</b>	<b>\$ -</b>	<b>\$ 260,653</b>	<b>\$ 37,030</b>
<b>Footnotes</b>	<b>fm1</b> Fire Misc Includes \$30k ZIB, \$39,500 ECG, and 10,000 misc donations <b>fm2</b> Monitor heater for Office Building, \$3200 <b>fm3</b> Digital Line Locator 70% Water \$3360, 30% Sewer \$1,440 Equipment Maint <b>fm4</b> Professional Serv. Fire: Ambulance, EMT licenses \$600, Ladder and Hose Inspections \$3000, Refuse: KRM \$500, Sewer Lawrence & Assoc \$18,000, Water Basic Labs \$4,500 <b>fm5</b> Fees General: Bank Fees \$1400 Fire Dept: Dept of Health fees \$2400, Backdraft fees \$750, Refuse: \$48,375 Dump fees <b>fm6</b> Permits General Hazmat \$400 Sewer: SWRCB permits \$17,000 Water: permits AWWA \$800, SWRCB \$4600 <b>fm7</b> <b>fm8</b>													



CASH, CAPITAL AND RESERVE BUDGET 2020/2021

	1010	1020	1040	1050	1060	1070	1080	1090	2000	3000	TOTAL
	General	Directors	Fire	Alleys	Lights	Park	Library	Refuse	Sewer	Water	
EST LAIF BALANCE 6-30-2020	\$ 314,107		\$ 347,131	\$ 110,455	\$ 377	\$ 78,976	\$ 3,250	\$ 69,979	\$ 1,144,273	\$ 310,180	\$ 2,378,728
EST OPERATING BALANCE 6-30-2020	\$ 84,158		\$ 89,003	\$ 104,607	\$ (15)	\$ 62,998	\$ 6,768	\$ 32,963	\$ 119,060	\$ 404,081	\$ 903,623
EST CERBT BALANCE 6-30-2020	\$ 261,268										\$ 261,268
BEGINNING CASH BALANCE 7-1-2020	\$ 659,533		\$ 436,134	\$ 215,062	\$ 362	\$ 141,974	\$ 10,018	\$ 102,942	\$ 1,263,333	\$ 714,261	\$ 3,543,619
OPERATING BALANCE 7-1-2020	\$ 84,158		\$ 89,003	\$ 104,607	\$ (15)	\$ 62,998	\$ 6,768	\$ 32,963	\$ 119,060	\$ 404,081	\$ 903,623
NET INCOME/(LOSS) FROM OPERATIONS	\$ 78,942		\$ 20,181	\$ (18,944)	\$ 205	\$ (44,016)	\$ (5,412)	\$ 31,165	\$ 65,147	\$ 133,429	\$ 260,697
CAPITAL OUTLAYS	\$ -		\$ (53,400)	\$ -	\$ -	\$ -	\$ -	\$ (10,000)	\$ (8,500)	\$ (15,000)	\$ (86,900)
BALANCE TRANSFERS	\$ -		\$ (3,292)	\$ (3,292)	\$ (977)	\$ (1,897)	\$ (47)	\$ (10,912)	\$ (28,927)	\$ (128,287)	\$ (174,339)
RESERVE ASSIGNMENTS	\$ (106,000)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (106,000)
Projected Operating Cash Balance 6-30-21	\$ 57,100		\$ 55,784	\$ 82,371	\$ (787)	\$ 17,085	\$ 1,309	\$ 43,216	\$ 146,780	\$ 394,223	\$ 797,081
<b>CAPITAL OUTLAYS</b>											
Sewer Upgrades-Bio-solid Plan Operating	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,500	\$ -	\$ 8,500
Dumpsters	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000
Water Tank Drainage Project	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ 15,000
Office Roof	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EKG, Extractor	\$ -		\$ 53,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,400
<b>TOTAL CAPITAL OUTLAYS</b>	\$ -		\$ 53,400	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ 8,500	\$ 15,000	\$ 86,900
<b>GAIN/LOSS SALE OF ASSETS</b>	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Book Value	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sale Price	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>NET GAIN/LOSS SALE OF ASSETS</b>	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>RESERVE ASSIGNMENT</b>	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Restricted (By Contract)	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,985	\$ 6,917	\$ 20,903
Committed (Board Approved Allocations)	\$ 106,000		\$ -	\$ 3,075	\$ -	\$ 1,665	\$ -	\$ -	\$ -	\$ -	\$ 110,740
Committed (Rate Study Annual Reserve)	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,755	\$ 31,180	\$ 118,995	\$ 155,930
Assigned (Operating Reserves) 5 year plan	\$ -		\$ -	\$ 217	\$ 977	\$ 232	\$ 47	\$ 9,916	\$ 13,035	\$ 15,018	\$ 39,442
Assigned (Capital Reserves) 5 year plan	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unassigned (after all commitments met)	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL RESERVE ASSIGNMENTS</b>	\$ -		\$ -	\$ 3,292	\$ 977	\$ 1,897	\$ 47	\$ 15,671	\$ 58,201	\$ 140,930	\$ 221,015
<b>LAIF ACTIVITY</b>											
Beginning Balance 7-1-2020	\$ 314,107		\$ 347,131	\$ 110,455	\$ 377	\$ 78,976	\$ 3,250	\$ 69,979	\$ 1,144,273	\$ 310,180	\$ 2,378,728
Reserve Assignments	\$ -		\$ -	\$ 3,292	\$ 977	\$ 1,897	\$ 47	\$ 15,671	\$ 58,201	\$ 140,930	\$ 221,015
Interest	\$ 942		\$ 1,041	\$ 331	\$ 1	\$ 237	\$ 10	\$ 210	\$ 3,433	\$ 991	\$ 7,136
Withdrawal CERBT	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>NET LAIF ACTIVITY</b>	\$ 942		\$ 1,041	\$ 3,623	\$ 978	\$ 2,134	\$ 57	\$ 15,881	\$ 61,634	\$ 141,860	\$ 228,151
<b>PROJECTED LAIF BALANCE 6-30-2021</b>	\$ 315,049		\$ 348,172	\$ 114,078	\$ 1,355	\$ 81,110	\$ 3,307	\$ 85,860	\$ 1,205,907	\$ 452,040	\$ 2,606,879

