



POLICIES & PROCEDURES MANUAL

Lebec County Water District
Table of Contents
For
Policies & Procedures Manual

ARTICLE I
DEFINITIONS & TERMS

1.01	Board.....	1
1.02	Connection Fee	1
1.03	Customer	1
1.04	Date of Presentation.....	1
1.05	Development Fee	1
1.06	Director	1
1.07	District	1
1.08	District Water System	2
1.09	Owner	2
1.10	Person	2
1.11	Premises	2
1.12	President	2
1.13	Ready to Serve Fee	2
1.14	Secretary	2
1.15	Subdivision	2
1.16	Surplus Water.....	3
1.17	Water Service	3

ARTICLE II
ORGANIZATION AND FORMATION

2.01	Formation.....	3
2.02	Governing Body	3
2.03	Director Compensation	3
2.04	District Staff.....	3
2.05	Legal Counsel	3
2.06	Mileage	3
2.07	Training Expenses.....	3
2.08	Lodging Expenses	4

ARTICLE III
BOARD MEETINGS

3.01	Time and Place of Regular Meeting	5
3.02	Special Meetings.....	5
3.03	Adjournment	5

3.04	Conduct of Meeting	6
3.05	Matters Requiring Legal Advice.....	6
3.06	Agenda Requirement	6
3.07	Matters Requested by Public	6
3.08	Maintaining Order.....	6
3.09	Minutes	7
3.10	Invoices.....	7
3.11	Financial Report.....	7
3.12	Other Items.....	7
3.13	Order of Business.....	7

**ARTICLE IV
WATER SERVICE**

4.01	Service Availability	8
4.02	Water Rates and Charges	8
4.03	Billing	8
4.04	Temporary Service	9
4.05	Surplus Water	9
4.06	Voluntary Service Termination.....	10
4.07	Shortage of Supply and Service Interruption.....	10

**ARTICLE V
NEW CONNECTIONS AND SUBDIVISIONS**

5.01	Applications for Water Service	10
5.02	Connection to Water System.....	11
5.03	“Will Serve” Letters.....	12
5.04	Subdivisions.....	12

**ARTICLE VI
VIOLATIONS AND ENFORCEMENT**

6.01	Delinquencies	13
6.02	Connection to Non-District Water Supplies Prohibited	13
6.03	Other Violations.....	14
6.04	Damage to District Property	15
6.05	Other Enforcement	15

**ARTICLE VII
MISCELLANEOUS**

7.01	Customer Files	15
7.02	Notices	15
7.03	Meter Testing	16
7.04	Water Services Facilities as Property of District	16

7.05	Non-Liability.....	16
7.06	Access to Premises	16
7.07	Bid Process and Requirements.....	17
7.08	Inventory Process.....	18
Appendix A	Office Hours, Meeting Information, and Staff Positions	19
Appendix B	Water Rates	20
Appendix C	Billing Deadlines	23
Appendix D	Water Service Applications.....	24
Appendix E	Code of Ethics.....	31
Appendix F	Conflict of Interest.....	34
Appendix G	Public Records Request.....	36
Appendix H	Inventory Procedures.....	39

Lebec County Water District

Policies & Procedures Manual

This version of the Policy and Procedure Manual, dated _____ supersedes all other previous versions.

ARTICLE I DEFINITION OF TERMS

As used in this manual, the following terms shall have the following meanings.

1.01 Board

“Board”- shall mean the Board of Directors of the District.

1.02 Connection Fee

“Connection Fee”- shall mean the fee charged to cover the cost of time and materials necessary to connect the District Facilities to a Customer’s parcel, terminating on the customer’s side of the meter.

1.03 Customer

“Customer”- shall mean any Person responsible for payment of Water Service charges for Premises served by the District.

1.04 Date of Presentation

“Date of Presentation”- shall mean the date upon which a bill or notice is mailed or delivered personally to the Consumer.

1.05 Development Fee

“Development Fee”- shall mean a charge imposed on any property prior to connection to support the current or future potential service required by the connection. Development Fees shall be tracked in a Development Fees account and be available for future expansion or infrastructure replacement for the affected property.

1.06 Director

“Director” shall mean an individual elected to serve as a member of the Board.

1.07 District

“District”- shall mean Lebec County Water District, a district organized and existing under the law of the state of California.

1.08 District Water System

“District Water System”- shall mean the water works (as defined by law) belonging to the District.

1.09 Owner

“Owner”- shall mean the person owning fee title to any premises as shown by the official records of the County Recorder of Kern County.

1.10 Person

“Person”- shall mean any person, firm, company, corporation, partnership, association, any public corporation, political subdivision, city, county, district, the State of California or United States of America, or any department or agency of any thereof, billed for water furnished by the District Water System.

1.11 Premises

“Premises”- shall mean any lot, piece, or parcel of land or any building or structure or any part of any building or structure having a connection with the District Water System.

1.12 President.

“President” shall mean the Director appointed by the Board to serve as president and chief executive officer of the District.

1.13 Ready to Serve Fee

“Ready to Serve Fee”- A fee that is charged to ensure that the District Water System is always available for normal use, capital development and fire protection of the Premises.

1.14 Secretary

“Secretary” shall mean the person appointed by the Board to serve as secretary of the District.

1.15 Subdivision

“Subdivision”- shall mean and include any subdivision development, tract, or other division of any land whether commercial, industrial, institutional, or residential.

1.16 Surplus Water

“Surplus Water” shall mean water that the Board determines from time to time in its discretion to be surplus to the needs of the District’s Customers.

1.17 Water Service

“Water Service”- shall mean the services, facilities and water furnished or available to Premises by the District Water System.

ARTICLE II
INTERNAL ORGANIZATION

2.01 Formation

The Lebec County Water District (District) was established by resolution of the Kern County Board of Supervisors, effective December 26, 1967, in accordance with the provisions of the County Water District Law, Division 12, Section 30000 et seq., of the Water Code of the State of California and began operation of the existing water system in Lebec, California, on April 21, 1969. The District was formed to provide for the organization and management of water works and for the acquisition or construction of facilities for the distribution and sale of water.

2.02 Governing Body

The Board shall meeting the second Tuesday of every month at 6:00 p.m. The location of regular meetings will be 323 Frazier Mountain Park Road, CA 93243 unless otherwise noted on the agenda for such meetings.

2.03 Director Compensation

Each Director shall receive compensation in an amount not to exceed one hundred dollars (\$100) per day for each day’s attendance at meetings of the Board or for each day’s service rendered as a Director by request of the Board to an advisory committee, not to exceed three days per month for regular meetings. Each Director shall also receive compensation in an amount not to exceed one hundred dollars (\$100) per day for each day’s attendance at meetings of the Board for special or emergency meetings, not to exceeding a total of six days in any calendar month for all meetings.

2.04 District Staff

The Board shall appoint a general manager and a Secretary, neither of whom may serve as a Director. The Board may establish the following additional positions:

Administrative Assistant
Field Operations Supervisor
Field Operations Technician
Other positions deemed necessary to meet operational demands.

Staff positions may be filled as an employee of the District or an independent contractor that fulfills the District's needs and demands.

2.05 Legal Counsel

Legal counsel will be contacted and coordinated with at the direction of the President or the President's designee.

2.06 Mileage

Directors may be reimbursed for mileage at the IRS standard mileage rate for the following duties (not including travel to Board meetings):

- (a) Training
- (b) Attorney or legal meetings
- (c) Construction project meetings
- (d) Development meetings
- (e) Mandatory research or supply pick up
- (f) Consulting meetings
- (g) Election matters
- (e) Banking matters
- (f) Postal services
- (g) Other District duties that are authorized by the majority vote of the Board

Directors must submit a detailed mileage report in the form below to claim reimbursement.

MILEAGE REPORT

DATE	REASON	START LOC.	END LOC.	MAP QUEST	VEH. I.D.	ENDING MILEAGE	BEGINNING MILEAGE	TOTAL MILEAGE

2.07 Training Expenses

The Directors and the Secretary shall be compensated for attending any training required by law or otherwise determined to be mandatory by the Board, as follows: 100% of actual seminar costs (not including lodging or travel); plus compensation at the rate \$25//hour (not to exceed \$100/day).

2.08 Lodging Expenses

Directors and the Secretary may be reimbursed for reasonable lodging expenses when District activities, including travel time, require at least at least 10 hours in a given day. Reimbursement will be authorized by a vote of the Board. Reimbursement requests shall include a detailed memo describing the business to be accomplished, estimated hours of business, travel time, mileage, and lodging costs. Reimbursement amounts shall be limited the cost of average accommodations. The Director(s) or Secretary may upgrade accommodations at their own expense. Reimbursement for air travel and rental car services may be authorized by the Board on an individual basis.

ARTICLE III BOARD MEETINGS

3.01 Time and Place of Regular Meetings

Details for the time and place of all routine meetings are identified in Appendix A, Item 1. The meeting agenda shall be made public seventy-two (72) hours prior to the meeting by displaying the upcoming Agenda at the Lebec Post Office, the meeting location, and the District’s website.

3.02 Special Meetings

A special meeting may be called at any time by the President, or by a majority of the Board, by delivering written notice to each Director and to each local newspaper of general circulation and radio or television station requesting notice in writing and posting a notice on the District website. The notice shall be delivered personally or by any other means and shall be received at least 24 hours before the time of the meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at the special meeting. The written notice may be dispensed with as to any Director who at or prior to the time the meeting convenes files with the Secretary a written waiver of notice. The written notice may also be dispensed with as to any Director who is actually present at the meeting at the time it convenes.

3.03 Adjournment

Any special or regular meeting of the Board may be adjourned to a date certain which shall be specified in the order or motion of adjournment, and when so adjourned, such adjourned meeting shall be a regular meeting for all purposes. In the event that a motion or order of adjournment fails to state the hour which the adjourned meeting is to be held, such adjourned meeting may be validly held on the day specified in the order of adjournment if held at the hour of 6:00 p.m. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regular, adjourned regular special or adjourned special meeting was held, within twenty-four (24) hours after the time of its adjournment.

3.04 Rules

The Board shall conduct each and every meeting in an informal but professional manner. Discussion and motion procedures shall be governed by "Roberts Rules of Order." Meetings shall be subject to applicable laws and regulations, including the "Brown Act."

3.05 Matters Requiring Legal Advice

Matters which need legal clarification shall not be voted on but shall be referred to legal counsel for advice, and action shall be deferred until a subsequent meeting.

3.06 Agenda Requirement

No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that Directors or staff may briefly respond to statements made or questions posed by the public. In addition, Directors or staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. Furthermore, Directors or staff may provide a reference to staff or other

resources for factual information, request staff to report back to the Board at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

3.07 Matters Requested by Public

If the Board, in its discretion, places a matter on the agenda in response to a request from a member of the public, the Person who requested the matter or a representative of that Person will be notified to be present at the meeting where the matter is to be discussed. Generally, if such Person or their representative is not present to answer questions on the matter, the matter will be deferred until the next regular meeting. Such Person requesting the matter will then be contacted by the Secretary on the next business day, advising that the matter was not heard. If the Board chooses to hear the matter notwithstanding the absence of such Person or their representative, the Secretary shall notify the Person of the decision of the Board on the next business day.

3.08 Maintaining Order

(a) The Board reserves the right to request any disrupting party to leave the meeting. If the disrupting party does not comply with the request to leave, the Kern County Sheriff will be called to escort the disrupting party from the meeting. The Board will refrain from issuing any citizen arrests or citations unless necessary to ensure the safety of those present at the meeting.

(b) In the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of the meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the Board may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend such session.

3.09 Minutes

The Secretary shall cause written minutes to be kept of each meeting of the Board, listing all topics discussed and decisions made at such meeting. The minutes will include the date and time of the meeting, place of the meeting, all present during the meeting and all other pertinent information discussed at the meeting. The minutes shall also record the vote or abstention of each Director present on any matter voted upon by the Board. The minutes will be copied and distributed to each Director and all attendees of the following meeting. The minutes will be kept in a "minute book" at the District office for public review. Notwithstanding the foregoing, minutes of any closed session meeting of the Board do not constitute a public record, and need not be made available to the public.

3.10 Invoices

Invoices for all bills will be presented for review at each meeting. All payment checks must have two (2) Directors' signatures. Routine invoices may be approved by the general manager or Office Supervisor; non-routine invoices will require Board approval prior to payment.

3.11 Financial Report

A detailed financial report is to be provided to the Directors at each meeting. This report shall include income and expense statement, account balances, payment records, deposit records and petty cash usage and accountability.

3.12 Other Items

The Office Supervisor will bring all mailings and any other documents received thru the month for the directors to review.

3.13 Order of Business

The following shall constitute the order of the business to be followed in conducting the regular meetings of the Board:

- (a) Call to Order / Roll Call
- (b) Minute of Silence/Flag salute
- (c) Review of Prior Meeting's Minutes
- (d) Financial Report
- (e) Report from Water System & Maintenance
- (f) Public Presentations
- (g) Old / Unfinished Business
- (h) Agenda New Business
- (i) Announce time and date of next scheduled meeting
- (j) Adjourn Public Session
- (k) Closed Session (if any)
- (h) Adjournment

ARTICLE IV WATER SERVICE

4.01 Service Availability

(a) Only the area located within the District's boundaries, as recorded in the Official Records of Kern County, shall be eligible to receive regular Water Service. Service shall not be provided to areas outside the District's boundaries, except for temporary sales of Surplus Water.

(b) The District will furnish water to a Customer's service connection, at a non-regulated and an undetermined pressure, as may be available from time to time in the normal operation of the District water system.

(c) New Owners of Parcels with existing connection/meter to the District Water System shall complete a Residential Water Service Application or Commercial Water Service Application, as shown in Appendix D, with current owner information.

4.02 Water Rates and Charges

(a) District water rates shall be set from time to time as needed to support the Districts maintenance and expansion of the water system, plus repayment of any bonded indebtedness. No water, services, or use of any District facilities shall be furnished to any Person free of charge. Except by special agreement with the District, no Customer shall resell any water furnished by the District. The District's water rates and other fees are shown in the attached Appendix B.

(b) The rates and charges for water furnished or available to property outside the District shall be in amounts at least equal to the rates and charges which would be applicable if the property were located within the District, together with such additional amounts as the Board may deem appropriate.

4.03 Billing

(a) All water charges shall be billed to the Owner of the Premises receiving Water Service, at the address of the Premises, unless the Owner specifies otherwise in writing. Bills may be sent to another address or Customer's name as long as pertinent information of the additional Customer is documented with the District. However, the Owner remains responsible for payment of all District fees and charges associated with the Premises.

(b) Meter reading will be completed the last week of each month and submitted to the Office Supervisor by the last day of the month. Billing will be processed the first week of each month by the Office Supervisor. The Office Supervisor will be responsible to ensure that all billing codes, as defined in Appendix B, match the meter charge rate for each Customer. Details of all billing deadlines are described in Appendix C.

4.04 Temporary Service

(a) The District may furnish temporary Water Service, in its discretion and upon a finding doing so will not result create undue hardship to existing Customers. The applicant for temporary service will be required to pay in advance the estimated cost of installing and removing the facilities necessary to furnish the service.

(b) Where duration of service is to be less than one month, the applicant may also be required to deposit cash equal to the estimated charge for water to be provided, subject to adjustment or refund in accordance with the actual bill rendered. Where the duration of service is to exceed one month, the applicant may also be required to establish credit in the manner prescribed for regular service.

(c) In the event temporary service becomes regular service, payment of all applicable connection fees shall be paid and all applications for Water Service shall be properly completed to commencement of regular service.

4.05 Surplus Water

(a) If the Board determines that the District has water that is surplus to the needs of its Customers, the District may sell such surplus water to municipalities, public agencies, or consumers located outside of the District. The applicant for such water must fill out all appropriate District applications and shall enter into a surplus water agreement containing the terms and conditions of surplus water deliveries. Payment of funds required under such agreement must be submitted prior to any surplus water being delivered. Surplus water rates are described in Appendix B.

(b) The District Maintenance Contractor/ Water Operator will refer the location and surplus meter number and reading to the District Secretary for proper documentation of use charges, and shall maintain and ensure the proper use of the surplus water meter. Upon full delivery of the agreed amount of surplus water, the Maintenance Contractor/Water Operator will immediately obtain the current meter reading and lock and secure the surplus water meter to prevent additional use. The Maintenance Contractor/Water Operator shall give the District Secretary the last meter reading to ensure correct billing.

(c) Any refundable deposit will be returned only upon complete documentation that the surplus water meter is secured and all required payments for water have been made.

(d) The District reserves the right to discontinue any surplus water agreement at any time.

4.06 Voluntary Service Termination.

(a) Any Customer may terminate Water Service by giving written notice to the District not less than two business days prior to the requested date of termination. The Customer shall be responsible for all charges accrued up to and including the date of termination.

(b) A "Ready to Serve Fee" will be assessed every month to each meter if the water serviced has been discontinued for any reason. This fee, along with any other unpaid fees and late charges, must be paid in full before service is restored.

4.07 Shortage of Supply and Service Interruption

(a) The District will exercise reasonable diligence to provide continuous and adequate water service to Customers and to avoid any shortage or interruption of delivery of water, but does not guarantee complete freedom from shortage or interruption. The District shall have the right to suspend water service temporarily to make necessary repairs or improvements to the District Water System. In each case of temporary suspension of services, the District will notify the Customers affected as soon as circumstances permit and will proceed with the work of repair or improvement with due diligence and with the least possible inconvenience to Customers.

(b) During any period of threatened or actual water shortage, the District shall have the right to apportion its available water supplies among Customers in such manner as appears most equitable under the circumstances and with due regard to public health and safety.

(c) The District shall not be liable for interruption of water supply, shortage of water, insufficient or extreme water pressure, or any loss or damage occasioned thereby.

ARTICLE V NEW CONNECTIONS AND SUBDIVISIONS

5.01 Applications for Water Service

(a) Each applicant for Water Service shall be required to complete a Residential Water Service Application or Commercial Water Service Application, as shown in Appendix D. The application is only a written request for service and does not bind the applicant to take service, and does not bind the District to serve without Board approval. Once approved, applications are valid for six months, and will expire after that period if the applicant does not commence taking Water Service. Applications may be extended for six month periods with Board approval.

(b) Two or more parties who join in one application for service shall be jointly and severally liable for payment of bills and shall be billed by means of single monthly bills.

(c) The District may require an additional written contract with any Person as a condition precedent to Water Service in any case where unusual quantities of water or construction of special facilities are or will be required.

5.02 Connection to Water System.

(a) No property shall be connected to any part of the District Water System without Board authorization. All applications must be completed, all “Will Serve Letter” conditions must be met, and all fees and costs must be paid prior to connection.

(b) The District will install a service connection of suitable capacity from its water main to the curb line, or, at the election of the District, to the property line of any Premises for which a connection to the District Water System is requested, provided such Premises are upon a public street or existing water main right-of-way of the District. The District or its employees at no time will install, maintain or repair water lines on the customers side of the meter unless specifically authorized by the Board of Directors.

5.03 “Will Serve” Letters

The District will provide “Will Serve” letters only upon compliance with any water assessment and water supply verification requirements (SB 610 and 221), if applicable to the applicant’s project. Applicants for Will Serve letters must provide the APNs of the parcels in questions, development plans and estimated water usage. Applications for Will Serve letters are subject to Board discussion and approval. The applicant must be present at the Board meeting where the application will be considered. Will Serve letters will be void after six (6) months, unless the applicant continues to renew the Will Serve Letters, and agrees to any and all new or revised District Policies.

5.04 Subdivisions

(a) Any applicant for Water Service to a new subdivision shall provide the District with a written request for service executed by the owner or developer, together with the plans showing grades, elevation, and locations of roads, streets, alleys, utility easements, proposed building (s) or structures, water use estimates, together with an orientation of said property uses.

(b) Applicants shall retain the services of a qualified licensed engineer to prepare water infrastructure plans and specifications for such a subdivision, or at the request of applicant, the engineer for the District may prepare such plans at the expense of the applicant. The applicant shall provide such plans to the District, together with a cost estimate for the installation from a licensed contractor, for review and approval by the District Engineer at the applicant’s expense. Once approved by the District Engineer, the plans shall be reviewed at the next regular Board meeting.

(c) In the event that additional water transmission lines or water production facilities are required to furnish such proposed subdivision with Water Service, the applicant will be responsible for the installation of the same at its expense, by a licensed contractor.

(d) The subdivision applicant shall cause grant to or obtain for the District such easements as the District deems reasonably necessary to provide Water Service to the subdivision. The applicant may also be required to grant to or obtain for the District fee title to sites for pumps, tanks, storage and other facilities. Such easements and sites shall be granted at no cost to District.

(e) Upon approval by the Board of the subdivision applicant's plans and subject to any conditions imposed by the Board, the applicant may proceed with the installation of the water infrastructure and any required additional facilities. Before the applicant commences work, it shall furnish a faithful performance and completion bond, pursuant to the Public Works Law of the State of California, and in addition thereto, an indemnity agreement with a corporate surety guaranteeing the system free from defects for a period of one year from the acceptance by the District.

(f) No work shall be accepted without District testing and approval. Any facilities constructed for the District shall be conveyed to the District free and clear of all liens and encumbrances and shall become the property of the District. The District shall not be liable for repayment of the cost of installation, inspection or other charges made to connect the same with the District Water System.

(g) The subdivision applicant shall be responsible to reimburse the District for the District's legal expenses incurred in connection with the subdivision application, review and approval.

(h) In the event that District facilities are to be used by more than one subdivision applicant, the applicants may apportion the cost of such facilities among themselves without regard to the District. The District shall not be responsible to allocate or collect costs from among such applicants except as District may expressly agree in writing.

ARTICLE VI VIOLATIONS AND ENFORCEMENT

6.01 Delinquencies.

(a) If all or any part of a bill for any District service remains unpaid for 30 days after the Date of Presentation, such bill shall become delinquent and the District shall impose a late fee of 10% of the outstanding amount due.

(b) Any bill for Water Service not paid within 60 days of the Date of Presentation shall constitute cause to discontinue Water Service. The District shall notify the Customer by certified letter sent on the 50th day after the Date of Presentation. The Customer must pay the bill in full by the next calendared Board meeting to avoid discontinuance of Water Service. The account will automatically be scheduled for review at the Board meeting after the certified letter has been (if not paid in full by the time the meeting agenda is processed). If Water Service is discontinued, all shut off and

reconnection fees will apply and must be paid in full before any service is restored. These fees are described in Appendix B.

(c) A Customer may request to pay delinquent amounts by installment. The Office Supervisor may authorize payment by installment for total amounts of not more than \$500.00, to be paid in not more than three equal payments. All other installment payment requests must be approved by the Board. All installment payment plans shall be in writing, signed by the Customer and a representative of the District. A Customer may not request installment payment of delinquent amounts more than once in a twelve-month period.

6.02 Connection of Water System to Non-District Water Supplies Prohibited.

The District Water System shall not be connected to any other source of water supply. The District may refuse or discontinue service to any Premises where the danger of contamination of District water supplies exists, including, but not limited to, the presence of: (a) another source of water supply which has not been approved by the Department of Public Health of the State of California as safe and potable water for human use; (b) industrial processed waters or liquid industrial wastes; (c) sewage or any other dangerous substances. The District may require double check valve installation of a design approved by the Department of Public Health and the District's Engineer, installed at the expense of the Customer in a manner approved by the District and in a location that is readily available to the District for periodic inspection, for the purpose of protecting against backflow of such waters into the District Water System. All shut off and reconnection fees will apply and must be paid in full before any service is restored. These fees are described in Appendix B

6.03 Other Violations.

(a) The District may refuse or discontinue service to any Premises where the District deems the manner of the use of water to be dangerous to Persons or property, detrimental to the District's Water System or services, or otherwise negligent or wasteful. The District may also refuse or discontinue service to protect itself against fraud or abuse. The District shall attempt to contact the Customer for the account in question (and the Owner of the Premises if the Customer is not the Owner). If the Customer or Owner does not agree to immediately to remedy the problem to the District's reasonable satisfaction, the President or his or her designee will be contacted to evaluate the emergency nature of the problem, and may authorize the immediate discontinuation of Water Service to the Premises until such problem is rectified. A detailed memo will be prepared by all District employees involved and the memo(s) will be placed in the proper account file.

(b) For any violation of District ordinances or terms of Water Service other than nonpayment, the District may discontinue water service to any Premises after attempting to notify, verbally or in writing, the Customer for the account in question.

The written notice shall specify the nature of the violation and the action required to remedy the problem. All attempts to contact the Customer will be documented in the corresponding account file. If the Customer does not respond to the District's notification, the District reserves the right to discontinue service to the Premises. If the Customer is contacted but fails to remedy the violation, the President or his or her designee will authorize the discontinuation of service to the Premises, provided that discontinuation shall not occur less than five (5) days after the Date of Presentation of the original notice of violation.

(c) All shut off and reconnection fees will apply and must be paid in full before any service is restored and District liens (if any) are released. These fees are described in Appendix B.

6.04 Damage to District Property

Customers shall not make any material change in the size, character, or extension of the utilizing equipment or operations of the District Water System. Each Customer shall be held responsible for damage to the District's property resulting from such changes, or resulting from the use or operation of any appliances or facilities on the Customer's Premises, including, without limiting the generality of the foregoing, damage caused by steam, hot water, or chemicals.

6.05 Other Enforcement.

In addition to discontinuance of Water Service, the District may employ any other remedy available by law for nonpayment of amounts owing or violations of its ordinances or terms of Water Service, including an action at law against a Customer or causing a lien to be placed against a Customer's Premises.

ARTICLE VII MISCELLANEOUS

7.01 Customer Files.

All Customers will have their own file kept at the District office. Any and all applications, correspondence, notes, or other documentation regarding individual Customers will be kept in the Customer file for future reference. Any complaint or pertinent contact information regarding the Customer will be documented by note or memo describing the contact, and the date and outcome of the contact.

7.02 Notices

(a) Notices from the District to any Person will be given in writing, by (i) personal delivery, (ii) by US mail or recognized overnight courier to such Person's address shown in the District's records, or (iii) by email to such Person's email address

shown in the District's records. The District may give verbal notice by telephone or in person in emergency or otherwise time-sensitive situations.

(b) Notices to the District shall be given in writing, delivered to the District office or to an employee or agent of the District who is authorized to receive notices or complaints.

7.03 Meter Testing.

When a Customer requests to have a water meter tested for accuracy by any agency other than District, the meter will be sent to a certified testing facility by District personnel. In the event the meter is determined to be within specifications by the certified testing agency, the Customer will be responsible for all costs of testing, meter removal and re-installation, and District administrative fees including labor and shipping. In the event the tested meter is found to be out of specification, all such costs will be paid for by the District. The Customer's account will be credited by prorated portion of the annual average water used for the account to the billing cycles affected by the inaccurate meter.

7.04 Water Service Facilities as Property of District

All service connections, main extensions and installations paid for by applicants and all other facilities furnished by the District, whether located wholly or partially on public or private property, shall be and remain the property of the District. The District retains all rights to repair, replace, and maintain the same and the right to remove the same upon discontinuance of service. No rent or other charge shall be paid by the District for any facilities located on Customer's premises.

7.05 Non-Liability

The District will not be responsible for any loss or damage caused by a Customer's use of water delivered, nor for negligence or unlawful acts by Customers or any other person in installing, maintaining, supplying, or using any appliances, facilities or equipment for which water or Water Service is furnished by the District.

7.06 Access to Premises.

Any duly authorized agent of the District shall have, at all reasonable times, the right of ingress to and egress from any Customer's premises for any purpose properly relating to the furnishing of Water Service.

7.07 Bid Process and Requirements.

The bidding process is implemented, when appropriate, by the Lebec County Water District Board of Directors. The bid process is used to obtain the greatest benefit for the Water Company when acquiring goods or services.

All companies that bid must submit the specifications (see Specification Note) required by the District. The requirement for three bids may be waived at the discretion of the District.

Lebec County Water District is not required to accept the lowest bid. The District has the option to award the bid to the best bidder upon review of company experience, equipment, insurance, and available staff.

Prior to the initiation of the bid process, the requesting department will submit detailed specifications for the desired project or service to the Board of Directors for approval. Large projects may require a consultant to prepare the specifications.

Bidding Dollar Amount Guidelines

- 1) Purchases from \$1 - \$5000
 - Bids are not required, but prudent and competitive business practices are encouraged.
- 2) Purchases from \$5,001 – \$30,000
 - Requesting department is required to send out bid documents. Bids must be in writing from the vendor, oral bids not accepted.
- 3) Purchases \$30,001 – and over
 - Requesting department is required to send out bid documents. Bid must be publicized in a newspaper of local circulation in the area pertinent to the District and on the Main website of the District

Specifications

Projects that require bids must provide the following specifications:

- 1) Vendors must be licensed and insured
- 2) Vendors must submit a detailed itemized bid for the project.
- 3) A timeline for job completion
- 4) 3 references

Bid Allotment Time

Once the project is approved by the Lebec County Water District, specifications are prepared and published, vendors will have a specified time limit to submit a bid to the District office. Lebec County Water District can authorize to shorten the bidding response time under special circumstances and will be noted on the bid specifications. The District will award the bid at a regular scheduled board meeting unless otherwise necessary in the case of an emergency.

Inventory Process

The Inventory Policy establishes a process for the recording, identification, and accountability of all items belonging to the Lebec County Water District. It is the responsibility of the Water Operations Supervisor to maintain a system of equipment control to provide a safeguard against loss and to facilitate effective utilization. The Water Operations Supervisor will be responsible for updating the Inventory to reflect any change. This policy requires:

- a) All items (materials, equipment, furniture, tools) to be brought under control shall be identified by a description name.
- b) All items (materials, equipment, furniture, tools) will state the quantity of each item in inventory.
- c) All items (materials, equipment, furniture, tools) will state the cost when purchased. If the cost is unknown, an estimated value is acceptable.
- d) An annual PHYSICAL inventory count is required to be completed by the Water Operations Supervisor or his/her designated employee in the first week of July.
- e) No item of equipment or material shall be permitted to be used for anything other than Lebec County Water District business without authorization signed by the General Manager.
- f. If an item is found to be missing or believed to be stolen, this must be reported to the General Manager immediately.

Appendix A

Office

Lebec County Water District

P.O Box 910

323 Frazier Mountain Park Road

Lebec, CA. 93243

Phone: (661) 248-6872

Fax: (661) 248-6439

24 Hour Emergency Number (866) 701-5298

Email lebecwater@att.net

Board of director Meetings:

Every 2nd Tuesday of each month at 6:00p in the District office or as determined by the Board of Directors.

Employee / Contractor Positions

General Manager

Field Operations Supervisor

Field Operations Technician

Job Descriptions and terms of hire are described in the District Employee Manual.

Appendix B

WATER RATES and FEES

All Applications for service	\$25.00 documentation fee
All Will Serve Letters	\$25.00 documentation fee

Meter Costs as of 2015

Meter Size	Development Fee	Meter Fee	Total Fee
¾"-1" meter	3,800.00	1,200.00	5,000.00
1 ½" meter	4,600.00	1,400.00	6,000.00
2" meter	8,000.00	2,000.00	10,000.00
3" meter	12,000.00	8,000.00	20,000.00
4" meter	20,000.00	10,000.00	30,000.00
6" meter	28,000.00	12,000.00	40,000.00

The fees and costs above do not include: main line extension costs; size/line upgrade costs; traffic control costs; street and sidewalk repair costs

Ready to use Fee	\$12.00 Month for shut off meters
Transfer Fee	\$50.00
Disconnect Fee	\$50.00
Reconnect Fee	\$50.00
Post 48 Hour Notice	\$50.00
Lock Out Fee	\$250.00

Water Service Estimate Fee

\$150.00

Late Charge Fee

10 % of outstanding charges due

TYPE	METER SIZE	MONTHLY BASE CHARGE	USAGE RATE PER CF
ALL USERS	3/4"	\$52.17	.028
ALL USERS	1"	\$86.94	.028
ALL USERS	1.5"	\$173.89	.028
ALL USERS	2"	\$278.23	.028
ALL USERS	4"	\$869.50	.028
Mobile Home (FMMHP)	3/4"	\$52.17 x 27 Units	.028
Mobile Home (OMHP)	3/4"	\$52.17 X 27 Units	.028

Surplus Water Rates

Deposit will be not less than one month of estimated water use, up to \$5000.00

\$100.00 nonrefundable hookup fee

Minimum \$500.00 per month base rate

\$20.00 per 100 cubic feet per month

Shut off and re-connection fees

All past due fees and penalties must be paid in full

Cost of postage for mailing certified letter notification of the pending shut off.(cost may vary according to postage fee)

\$50.00 for a 48hour notice is posted on property

\$50.00 non-refundable hookup fee

\$250.00 non-refundable service fee

\$50.00 re-connection fee

All rates are subject to review and change upon action by the Board of Directors.

Appendix C

Billing deadlines / Details

All meter readings will be completed within the last five days of the month they represent; i.e., in Jan between the 26th and the 31st, in Feb between the 23rd and the 28th, etc. If not reasonably practical to take meter readings, estimated readings may be used based on either last month's usage or the same month's usage from last year. Estimated amounts will be identified as such on the bills.

Bills will be mailed by the 5th of the following month; i.e., the Jan readings will be entered and the bills mailed no later than the 5th of Feb for Jan's water use. The bill is due and payable by the 20th of the month in which they are mailed. They become past due on the 21st.

A past due charge of 10% of the outstanding balance will be added on the 1st of the following month and included in the next month's total amount due.

Besides the account number, name and address of the recipient of the bill, District contact and office information, the bill will include the following information:

	<u>Example</u>
1. The current (or estimated) meter reading	123456
2. The previous meter reading	123400
3. The amount of water used	000056
4. Date of bill	02/01/11
5. The date the bill is due	02/20/11
6. The billing period	01/01/11 – 01/31/11
7. Amount of last bill	\$12.10
8. Amount received in last month	\$6.10
9. The amount due for current usage	\$12.10
10. Any past due balances	\$6.00
11. Any late fees	\$0.60
12. Any other specific charges on the bill	NSF \$25.00
13. Total amount due and payable by the 20 th .	\$43.70

Any Customer with a bill that is 40 days or more overdue will be sent a certified letter on the 50th day after the Date of Presentation, stating that amounts not paid within 60 days of the Date of Presentation shall constitute cause to discontinue Water Service, and all shut off and re-connect charges will be applied before the service is restored. Any bill that is 60 days overdue will be presented at the next Board meeting for shut off review.

Appendix D

Application Forms

1. RESIDENTIAL WATER SERVICE APPLICATION
2. COMMERCIAL WATER SERVICE APPLICATION
3. SURPLUS WATER PURCHASE AGREEMENT

**RESIDENTIAL WATER SERVICE APPLICATION
LEBEC COUNTY WATER DISTRICT
P.O. BOX 910
LEBEC, CALIFORNIA 93243
(661) 248-6872**

NAME OF PARCEL OWNER: _____

DRIVERS LICENSE STATE AND NUMBER: _____

DATE OF BIRTH: _____ **SSN#** _____

HOME PHONE NUMBER: _____ **EMERGENCY NO:** _____

SERVICE ADDRESS: _____

MAILING ADDRESS: _____

NAME OF CUSTOMER (if not Owner): _____

DRIVERS LICENSE STATE AND NUMBER: _____

DATE OF BIRTH: _____ **SSN#** _____

HOME PHONE NUMBER: _____ **EMERGENCY NO:** _____

MAILING ADDRESS: _____

Do you have a emergency contact person and telephone number to be called in case of a water pipe breakage or other emergency? _____

All water charges shall be billed to the Owner of the Premises receiving Water Service, at the address of the Premises, unless the Owner specifies otherwise in writing. Bills may be sent to another address or Customer's name as long as pertinent information of the additional Customer is documented with the District. However, the Owner remains responsible for payment of all District fees and charges associated with the Premises. All references to "Customer" below shall include the both the Owner of the Parcel for which Water Service is to be provided, and any additional person designated as a Customer above. All other capitalized terms below shall have the meanings provided in the District's Policies & Procedures Manual, as amended from time to time.

Residential Water Rates: SEE ATTACHED SCHEDULE OR RATES AND FEES

General Policies: Water bills not paid in full by the 20th day of the month of mailing are considered delinquent and a penalty of 10% of the outstanding amount due shall be added. Amounts not paid within 60 days of the Date of Presentation of the bill shall constitute cause to discontinue Water Service, and all shut off and reconnection charges will be applied before the service is restored.

Customer is responsible for keeping current contact information available to the District office. Failure to do so may constitute cause to discontinue Water Service.

Applicants for new residential water line installation or a will serve letter (no meter or connection previously installed), will be responsible for meter costs, along with any applicable construction and line upgrade costs, as described in the attached schedule of rates and fees. Will serve requests may be subject to Development Fees, as determined by the Board of Directors.

The District owns and maintains all pipelines up to and including the water meter on the property served. The District is not responsible for the installation or maintenance of any pipelines or other facilities on the property side of the water meter. All connections and pipelines installed on the property side of the meter remain the property of the Customer and the responsibility of the Customer to maintain. Any duly authorized agent of the District shall have, at all reasonable times, the right of ingress to and egress from any Customer's premises for any purpose properly relating to the furnishing of Water Service.

The District will furnish water to a Customer's service connection, at a non-regulated and an undetermined pressure, as may be available from time to time in the normal operation of the District Water System. Water pressure regulators shall be installed and maintained by the Customer on the incoming waterline and the District is not responsible for such regulators or pressure problems.

Non-Liability: The District shall not be liable for: (a) interruption of water supply, shortage of water, insufficient or extreme water pressure, or any loss or damage occasioned thereby, (b) any loss or damage caused by a Customer's use of water delivered; or (c) negligence or unlawful acts by Customers or any other person in installing, maintaining, supplying, or using any appliances, facilities or equipment for which water or Water Service is furnished by the District.

Customer shall defend, indemnify and hold District harmless from and against any liability arising from a Customer's use of water delivered and from negligence or unlawful acts by Customers or any other person in installing, maintaining, supplying, or using any appliances, facilities or equipment for which water or Water Service is furnished by the District.

The District may refuse or discontinue service to any Premises where the District deems the manner of the use of water to be dangerous to Persons or property, detrimental to the District's Water System or services, or otherwise negligent or wasteful.

By signing this application you agree to the terms outlined above.

Signature of Owner **Date**

Signature of Customer (if not Owner): **Date:**

**COMMERCIAL WATER SERVICE APPLICATION
LEBEC COUNTY WATER DISTRICT**

**P.O. BOX 910
LEBEC, CALIFORNIA 93243
(661) 248-6872**

NAME OF PARCEL

OWNER: _____

DRIVERS LICENSE STATE AND NUMBER: _____

T.I.N.: _____

CONTACT NUMBER: _____ **EMERGENCY NO:** _____

SERVICE ADDRESS: _____

MAILING ADDRESS: _____

NAME OF CUSTOMER (if not Owner): _____

T.I.N.: _____

CONTACT NUMBER: _____ **EMERGENCY NO:** _____

MAILING ADDRESS: _____

Do you have a emergency contact person and telephone number to be called in case of a water pipe breakage or other emergency? _____

All water charges shall be billed to the Owner of the Premises receiving Water Service, at the address of the Premises, unless the Owner specifies otherwise in writing. Bills may be sent to another address or Customer's name as long as pertinent information of the additional Customer is documented with the District. However, the Owner remains responsible for payment of all District fees and charges associated with the Premises. All references to "Customer" below shall include the both the Owner of the Parcel for which Water Service is to be provided, and any additional person designated as a Customer above. All other capitalized terms below shall have the meanings provided in the District's Policies & Procedures Manual, as amended from time to time.

Commercial Water Rates: SEE ATTACHED SCHEDULE OR RATES AND FEES

General Policies: Water bills not paid in full by the 20th day of the month of mailing are considered delinquent and a penalty of 10% of the outstanding amount due shall be added. Amounts not paid within 60 days of the Date of Presentation of the bill shall constitute cause to discontinue Water Service, and all shut off and reconnection charges will be applied before the service is restored.

Customer is responsible for keeping current contact information available to the District office. Failure to do so may constitute cause to discontinue Water Service.

Applicants for new residential water line installation or a will serve letter (no meter or connection previously installed), will be responsible for meter costs, along with any applicable construction and line

upgrade costs, as described in the attached schedule of rates and fees. Will serve requests may be subject to Development Fees, as determined by the Board of Directors.

The District owns and maintains all pipelines up to and including the water meter on the property served. The District is not responsible for the installation or maintenance of any pipelines or other facilities on the property side of the water meter. All connections and pipelines installed on the property side of the meter remain the property of the Customer and the responsibility of the Customer to maintain. Any duly authorized agent of the District shall have, at all reasonable times, the right of ingress to and egress from any Customer's premises for any purpose properly relating to the furnishing of Water Service.

The District will furnish water to a Customer's service connection, at a non-regulated and an undetermined pressure, as may be available from time to time in the normal operation of the District Water System. Water pressure regulators shall be installed and maintained by the Customer on the incoming waterline and the District is not responsible for such regulators or pressure problems.

Non-Liability: The District shall not be liable for: (a) interruption of water supply, shortage of water, insufficient or extreme water pressure, or any loss or damage occasioned thereby, (b) any loss or damage caused by a Customer's use of water delivered; or (c) negligence or unlawful acts by Customers or any other person in installing, maintaining, supplying, or using any appliances, facilities or equipment for which water or Water Service is furnished by the District.

Customer shall defend, indemnify and hold District harmless from and against any liability arising from a Customer's use of water delivered and from negligence or unlawful acts by Customers or any other person in installing, maintaining, supplying, or using any appliances, facilities or equipment for which water or Water Service is furnished by the District.

The District may refuse or discontinue service to any Premises where the District deems the manner of the use of water to be dangerous to Persons or property, detrimental to the District's Water System or services, or otherwise negligent or wasteful.

By signing this application you agree to the terms outlined above.

Signature of Owner

Date

Signature of Customer (if not Owner):

Date:

SURPLUS WATER PURCHASE AGREEMENT

NAME OF PURCHASER: _____

C.D.L.: _____ **or Federal Tax I.D. Number** _____

DATE OF BIRTH: _____ **COMPANY:** _____

HOME PHONE NUMBER: _____ **EMERGENCY NO:** _____

MAILING ADDRESS: _____

Water is to be metered and supplied through a designated connection to the Purchaser. Purchaser is responsible for locking the supply point to ensure that water is not used by third parties and Purchaser agrees to assume responsibility for all water delivered regardless of use.

Water usage rates are as shown in the attached schedule of rates and fees.

Purchaser shall deposit the sum of \$ _____ prior to District's delivery of any water.

Violation of District rules or regulations or damage to District property may result in forfeiture of all or portion of the deposit and termination of this agreement. Purchaser shall remain liable for amounts owing for water delivered or damages in excess of the deposit.

Purchaser will be billed monthly. Water bills not paid in full by the 20th day of the month of mailing are considered delinquent and a penalty of 10% of the outstanding amount due shall be added. Failure to pay will result in the termination of service.

Purchaser agrees to notify the District of his/her intent to terminate his/her usage in writing 48 hours prior to termination. Failure to do so may result in additional bills.

Upon termination, the final bill will be calculated and amounts owing will be deducted from the deposit. The final bill is payable as described above, and interest at a rate of 2% per month will be added to any delinquent final bill amounts.

The District shall not be liable for: (a) interruption of water supply, shortage of water, insufficient or extreme water pressure, or any loss or damage occasioned thereby, (b) any loss or damage caused by a Purchaser's use of water delivered; or (c) negligence or unlawful acts by Purchasers or any other person in installing, maintaining, supplying, or using any appliances, facilities or equipment for which water or Water Service is furnished by the District.

Purchaser shall defend, indemnify and hold District harmless from and against any liability arising from a Purchaser's use of water delivered and from negligence or unlawful acts by Purchasers or any other person in installing, maintaining, supplying, or using any appliances, facilities or equipment for which water is furnished by the District.

By signing this application you agree to the terms outlined above.

Authorized Purchaser Signature

Date

Appendix E

Code of Ethics

Goals of the Code of Ethics & Values: To make our District a better District, built on mutual respect and trust. To promote and maintain the highest standards of personal and professional conduct among all involved in District government, District staff, volunteers and members of the District's Board. This policy applies to all elected officials, officers, employees, members of advisory committees, explorers and volunteers of the District, herein called officials for the purposes of this policy.

The proper operation of democratic government requires that decision-makers be independent, impartial and accountable to the people they serve. The District has adopted this Code of Ethics & Values to promote and maintain the highest standards of personal and professional conduct in the District's government.

All elected and appointed officials, District employees, volunteers and others who participate in the District's government are required to subscribe to this Code, understand how it applies to their specific responsibilities and practice its eight core values in their work. Because we seek public confidence in the District's services and public trust of its decision-makers, our decisions and our work must meet the most demanding ethical standards and demonstrate the highest levels of achievement in following this Code.

Core Values:

As participatory officials in the District's government, we subscribe to the following Core Values:

As a Representative of the District, I will be ethical. In practice, this value looks like:

- I am trustworthy, acting with the utmost integrity and moral courage.
- I am truthful. I do what I say I will do. I am dependable.
- I make impartial decisions, free of bribes, unlawful gifts, narrow political interests, financial and other personal interests that impair my independence of judgment or action.
- I am fair, distributing benefits and burdens according to consistent and equitable criteria.
- I extend equal opportunities and due process to all parties in matters under consideration. If I engage in unilateral meetings and discussions, I do so without making voting decisions.
- I show respect for persons, confidences and information designated as "confidential."

- I use my title(s) only when conducting official District business, for information purposes or as an indication of background and expertise, carefully considering whether I am exceeding or appearing to exceed my authority.
- I will avoid actions that might cause the public or others to question my independent judgment.

As a Representative of the District, I will be professional. In practice, this value looks like:

- I apply my knowledge and expertise to my assigned activities and to the interpersonal relationships that are part of my job in a consistent, confident, competent and productive manner.
- I approach my job and work-related relationships with a positive, collaborative attitude.
- I keep my professional education, knowledge and skills current and growing.

As a Representative of the District, I will be service-oriented. In practice, this value looks like:

- I provide friendly, receptive, courteous service to everyone.
- I attune to and care about the needs and issues of citizens, public officials and District workers.
- In my interactions with constituents, I am interested, engaged and responsive.

As a Representative of the District, I will be fiscally responsible. In practice, this value looks like:

- I make decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the District, especially its financial stability.
- I demonstrate concern for the proper use of District assets (e.g., personnel, time, property, equipment, funds) and follow established procedures.
- I make good financial decisions that seek to preserve programs and services for District residents.
- I have knowledge of and adhere to the District's Purchasing and Contracting and Allocation of Funds Policies.

As a Representative of the District, I will be organized. In practice, this value looks like:

- I act in an efficient manner, making decisions and recommendations based upon research and facts, taking into consideration short and long term goals.
- I follow through in a responsible way, keeping others informed and responding in a timely fashion.
- I am respectful of established District processes and guidelines.

As a Representative of the District, I will be communicative. In practice, this value looks like:

- I positively convey the District's care for and commitment to its citizens.
- I communicate in various ways that I am approachable, open-minded and willing to participate in dialog.
- I engage in effective two-way communication, by listening carefully, asking questions and determining an appropriate response which adds value to conversations.

As a Representative of the District, I will be collaborative. In practice, this value looks like:

- I act in a cooperative manner with groups and other individuals, working together in a spirit of tolerance and understanding.
- I work towards consensus building and gain value from diverse opinions.
- I accomplish the goals and responsibilities of my individual position, while respecting my role as a member of a team.
- I consider the broader regional and statewide implications of the District's decisions and issues.

As a Representative of the District, I will be progressive. In practice, this value looks like:

- I exhibit a proactive, innovative approach to setting goals and conducting the District's business.
- I display a style that maintains consistent standards, but is also sensitive to the need for compromise, "thinking outside the box" and improving existing paradigms when necessary.
- I promote intelligent and thoughtful innovation in order to forward the District's policy agenda and District services.

Enforcement:

Any official found to be in violation of this Code of Ethics and Values may be subject to Censure by the District Board. Any member of any advisory Committee found in violation may be subject to dismissal from the Committee. In the case of an employee, appropriate action shall be taken by the General Manager or by an authorized designee.

Appendix F

Conflict of Interest Policy

The Political Reform Act (Government Code §§ 81000, et seq., hereinafter referred to as the Act) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission (“FPPC”) has adopted a regulation (2 California Code of Regulations § 18730) which contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency’s code. After public notice and hearings, it may be amended by the FPPC to conform to amendments in the Act. Therefore, the terms of § 18730 and any amendments to it adopted by the FPPC are hereby incorporated by reference. This regulation and the text here designating officials and employees and establishing disclosure categories shall constitute the conflict of interest code of the District.

The full text of Section 18730, together with any amendment thereto, may be found at: <http://www.fppc.ca.gov/legal/regs/current/18730.pdf>.

Designated positions shall file statements of economic interests with the District. Upon receipt of the statements, the District shall make and retain a copy. Statements of Economic Interests are public records available for public inspection.

DESIGNATED POSITIONS: The designated positions listed below are required to file Form 700 Statements of Economic Interests disclosing certain personal financial interests. These positions are required to file the applicable individual schedules to report investments, business positions, sources of income and interests in real property located in the District’s jurisdiction. The applicable schedules to be filed for each position are based on the disclosure category assigned to the designated position.

Designated positions:

Board Member - Category 1

General Manager – Category 1

Operations Supervisor – Category 1

DISCLOSURE CATEGORIES:

Disclosure Category 1: Persons in this category shall disclose:

Interests in real property located entirely or partly within District boundaries, or within two miles of District boundaries, or of any land owned or used by the District.

Investments or business positions in or income (including gifts, loans and travel payments) from sources that provide, plan to provide, or have provided in the last two years facilities, goods, software, hardware, or services, including consulting services, to the District, or are engaged in the acquisition of real property within the District.

Disclosure Category 2: Persons in this category shall disclose:

Consultants shall disclose pursuant to the broadest disclosure category in the conflict of interest code subject to the following limitation: The District may determine in writing that a particular consultant is hired to perform a range of duties that is limited in scope and, thus, is not required to comply with the full disclosure requirements described above, but instead must comply with more tailored disclosure requirements specific to that consultant. Such a determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of the disclosure requirements.

Appendix G

Public Records Request Policy

Purpose:

To establish District policy and guidelines concerning accessibility of District records.

Background:

Section 6253 of the Government Code provides that every person has a right to inspect any public record except those specifically exempted by law.

"Public record" is defined by law to include any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by the District regardless of physical form or characteristics.

A "writing" for purposes of public access may be a handwriting, typewriting, printing, photostating, photograph, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols or any combination thereof, regardless of the manner in which the record has been stored.

Policy:

Records of the Lebec County Water District are open to inspection at all times during normal office hours at the District office located at 323 Frazier Mtn. Park Road, Lebec, CA 93243. Every person has the right to inspect any District record except those records exempted by statute from public disclosure.

Procedure:

1. All requests to view or photocopy District records other than typical billing and account information shall be forwarded to the District's General Manager for processing.
2. When a member of the public requests the inspection of a public record, or requests a copy of a public record, and to the extent such records are not exempt, the General Manager shall, to the extent reasonable, assist the individual in identifying records that are responsive, describe the information technology in which the record exists, and provide suggestions for overcoming any practical basis for denying access to the record.

3. To the extent identifiable public records exist in electronic format, and access to which is not otherwise restricted by law, and to the extent the information is not exempt from disclosure, the information shall be made available to the public in such format, but only if the production will not jeopardize or compromise the security or integrity of the original record or of any proprietary software in which it is maintained. The person requesting the information shall bear the cost of producing the record, including the cost to construct the record, and the cost of programming and computer service to produce the record when the District is requested to produce a copy of an electronic record that is produced only at otherwise regularly scheduled intervals or that request requires data compilation, extraction, or programming to produce.
4. District staff shall provide a "Public Records Review Request" to each individual who requests the inspection or photocopying of District records and shall assist the individual in completing the form if so requested.
5. Upon receipt of a completed Request, the District will, when appropriate:
 - (a) Indicate the place within which the inspection must be made and the time limitation, if any, for return of the documents.
 - (b) Supervise and assist the requestor in reviewing the records.
 - (c) Provide copies upon request and after payment of the appropriate fees.
6. The District may temporarily deny or restrict inspection of public records under the following circumstances:
 - (a) At the time of the request the records are required by District staff in performing their duties.
 - (b) Other persons are inspecting or are waiting to inspect the records.
 - (c) The records need to be retrieved from storage.
 - (d) At the time of the request supervision of inspection of the records is not possible because of the unavailability of appropriate District personnel.
 - (e) A question exists as to the possible exemption of the record from disclosure and the matter must be referred to legal counsel for determination.
7. Any notification of denial of any request for records shall set forth the name and title or position of the District personnel responsible for the denial.

Fees:

A request for a copy of an identifiable public record, for information produced from such a record, or for a certified copy of such a record, must be accompanied by payment of the appropriate fee as determined by District staff based on cost to the District. Any fee established may be modified from time to time by District staff to reflect actual chargeable costs, and any fee schedule developed shall be made available by the District's General Manager. here the State Legislature has established a statutory fee for any given record, the statutory fee shall be charged.

Records Not Open for Inspection:

The following records are not open for public inspection:

1. Preliminary drafts, notes or interagency or interagency memoranda which are not retained by the District in the ordinary course of business, provided that the public interest in withholding those records clearly outweighs the public interest in disclosure.
2. Records pertaining to pending litigation to which the District is a party, or to claims made pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the Government Code, until such litigation or claim has been finally adjudicated or otherwise settled.
3. Personnel, medical, or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy.
4. Geological and geophysical data, plant production data, and similar information, relating to utility systems development, or market or crop reports, which are obtained in confidence from any person.
5. Test questions, scoring keys, and other examination data used to administer a licensing examination, examination for employment, or academic examination.
6. The contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the District relative to the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreement obtained.
7. Records the disclosure of which is exempted or prohibited pursuant to provisions of federal or state law, including, but not limited to, provisions of the Evidence Code relating to privilege.
8. Statements of personal worth or personal financial data required by the District acting in the capacity of a licensing agency and filed by an applicant with the District to establish his personal qualifications for the license, certificate, or permit he seeks.
9. Memoranda, correspondence, and writings submitted to the District or its Board of Directors by District's legal counsel pursuant to the attorney-client privilege.
10. Records pertaining to a utility customer, except to an agent or authorized family member of the customer in question, governmental or law enforcement agencies when appropriate, or unless disclosure is specifically required by law.
11. Documents related to Vulnerability Assessment.
12. The District also possesses the discretion to claim an exemption in those instances where the public interest served by not making the record public clearly outweighs the public interest served by disclosure.

Appendix H

INVENTORY POLICY AND PROCEDURES

The Inventory Policy establishes a process for the recording, identification, and accountability of all items belonging to the Lebec County Water District. It is the responsibility of the Water Operations Supervisor to maintain a system of equipment control to provide a safeguard against loss and to facilitate effective utilization. The Water Operations Supervisor will be responsible for updating the Inventory to reflect any change. This policy requires:

- a) All items (materials, equipment, furniture, tools) to be brought under control shall be identified by a description name.
- b) All items (materials, equipment, furniture, tools) will state the quantity of each item in inventory.
- c) All items (materials, equipment, furniture, tools) will state the cost when purchased. If the cost is unknown, an estimated value is acceptable.
- d) An annual PHYSICAL inventory count is required to be completed by the Water Operations Supervisor or his/her designated employee in the first week of July.
- e) No item of equipment or material shall be permitted to be used for anything other than Lebec County Water District business without authorization signed by the General Manager.
- f. If an item is found to be missing or believed to be stolen, this must be reported to the General Manager immediately.