



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

AGENDA

REGULAR MEETING

Wednesday, April 19, 2017

1:00 p.m. Closed Session / 1:30 p.m. Open Session

Administration Building

16320 Everhart Drive • Weed, California 96094 • (530) 938-3281

CALL TO ORDER: 1:00 p.m.

LSCSD Board Roll Call: Directors: Cupp _____ Graves _____ Layne _____ MacIntosh _____ Thomsson _____

PUBLIC COMMENTS ON CLOSED SESSION:

ADJOURN TO CLOSED SESSION:

CLOSED SESSION:

- A. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION Review of Arbitration proceedings with LSPOA regarding recovery of a portion of termination compensation paid to John McCarthy by District pursuant to paragraph (4) of subdivision (d) of Section 59456.9.
- B. CONFERENCE WITH LEGAL COUNSEL- PENDING LITIGATION Existing Litigation (Gov. Code § 54956.9) Moller v. LSCSD et. al.

RETURN TO OPEN SESSION: 1:30 p.m.

PLEDGE OF ALLEGIANCE:

REPORT ON CLOSED SESSION:

PUBLIC COMMENTS: This is an opportunity for members of the public to address the Board on subjects within its jurisdiction, whether or not on the agenda for this meeting. Each individual comment will be limited to three minutes. The public comment portion of the meeting will be limited to thirty minutes (total time). For items that are on this agenda, speakers may request that their comments be heard instead at the time the item appears on the agenda prior to the Board addressing the agenda item. The Board may ask questions, but may not act during the Public Comments portion of the meeting, except to direct staff to prepare a report, or to place the item on a future agenda.

CONSENT CALENDAR: Items on the Consent Calendar are considered routine, not requiring separate discussion. However, if discussion is wanted, the item may be removed from the Consent Calendar and considered separately. Board members may ask questions of clarification without removing an item from the Calendar. Individual items are approved by the vote that approves the Consent Calendar, unless an item is pulled for separate consideration.

1.
 - A. Approval of Minutes: Regular Meeting March 15, 2017
 - B. Ratification of Disbursements: March 1 through March 31, 2017
 - C. Budget Comparison / Variance Report: FY 2016/2017 YTD
 - D. Accounts Receivable Aging Analysis: FY 2016/2017 YTD
 - E. Ratification of transfer from LAIF Reserves to CSD Operating Account
 - F. District legal costs related to Moller lawsuit August 2016 to present (\$82,142.50)

COMMITTEE REPORTS: This is the time for the Committee Chairs to give an update on their committee and make recommendations to the Board for consideration.

- A. Budget / Finance Committee
 1. Report on Status and Submit Approved Minutes for Board Review
- B. Policy Committee
 1. Report on Status and Submit Approved Minutes for Board Review
- C. Police Advisory Committee
 1. Report on Status and Submit Approved Minutes for Board Review
- D. Fire Department Advisory Committee
 1. Report on Status and Submit Approved Minutes for Board Review

DISCUSSION / REPORTS: ACTION ITEMS:

2. LSCSD / LSPOA Working Relationship Committee: final report and recommendations for Board consideration (Dir Cupp)
3. Drinking Water Wells Committee: report on potential Well sites for test drilling for Board consideration and direction to staff (Dir. MacIntosh)

4. Volunteer Appreciation Week: approve local proclamation declaring Volunteer Appreciation Week - April 23-29, 2017 in the District in conjunction with National Volunteer Week (GM Drexel, PC Wilson)
5. Accept donation of a Watercraft to the Fire Department for Training and Rescue (FC Pappas, GM Drexel)
6. Insurance proposal from Golden State Risk Management Authority for Property, Liability and Workers Comp (GM Drexel)

DISCUSSION / REPORTS: NO ACTION ITEMS:

7. Fire Department Monthly Report (FC Pappas)
8. Police Department Monthly Report (PC Wilson)
9. Update on Well #4 Retrofit (GM Drexel)
10. Update on B-113 Sewer Lift Station (GM Drexel)

STAFF COMMENTS / CORRESPONDENCE:

BOARD MEMBER COMMENTS:

ADJOURNMENT: The next LSCSD Regular Board Meeting is scheduled to be held on May 17, 2017, 1:00 p.m. Closed Session, 1:30 pm Open Session, at the Administration Building.

Supplementary documents and other materials distributed to the District board after their agenda packets have been distributed to the members may be viewed at the District office and obtained at the meeting.



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

Regular Meeting
 Wednesday, March 15, 2017, 1:00 p.m.
 Administration Building
 16320 Everhart Drive • Weed, California 96094 • (530) 938-3281

Unapproved MINUTES

CALL TO ORDER AND ROLL CALL: 1:00 p.m.

LSCSD Board Roll Call: Cupp ☒ Graves ☒ Layne ☒ MacIntosh ☒ Thomsson ☒

Also present: GM Drexel, SAC Nelle and AA Charvez. There were no people in the audience.

PUBLIC COMMENTS ON CLOSED SESSION: None

The Board agreed to address Closed Session Item B first.

ADJOURN TO CLOSED SESSION: With no objections by the Board, Pres. Graves adjourned to Closed Session at 1:01 p.m.

CLOSED SESSION: 1:02 p.m.

Also present: GM Drexel and Counsel Diane Deckard via teleconference for Item B.

- A. CONFERENCE WITH LEGAL COUNSEL- PENDING LITIGATION Review of Arbitration proceedings with LSPOA regarding recovery of a portion of termination compensation paid to John McCarthy by District pursuant to paragraph (4) of subdivision (d) of Section 59456.9.
- B. CONFERENCE WITH LEGAL COUNSEL- PENDING LITIGATION Existing Litigation (Gov. Code § 54956.9) Moller v. LSCSD et. al. Counsel Diane Deckard will attend via teleconference

With no objections by the Board, Pres. Graves adjourned Closed Session at 1:35 p.m.

RETURN TO OPEN SESSION: 1:39 p.m.

Also present: GM Drexel, SAC Nelle, AA Charvez, FC Pappas and PC Wilson. There were approximately 28 people in the audience.

PLEDGE OF ALLEGIANCE: FC Pappas led the Pledge of Allegiance.

REPORT ON CLOSED SESSION: GM Drexel reported:

Items A. and B.: Nothing to report.

PUBLIC COMMENTS: Three (3) speakers.

CONSENT CALENDAR: (All items accepted/approved by the Board unless otherwise noted.)

1. A. Approval of Minutes: Regular Meeting February 15, 2017 and Special Meeting February 28, 2017
- B. Ratification of Disbursements: February 1 through February 28, 2017
- C. Budget Comparison: FY 2016/2017 YTD

Motion by Dir. Cupp second by Dir. MacIntosh to approve Consent Calendar.

Ayes: Directors Cupp, Graves, Layne, MacIntosh and Thomsson

Noes: None

Absent: None

COMMITTEE REPORTS: This is the time for the Committee Chairs to give an update on their committee and make recommendations to the Board for approval.

- A. Budget / Finance Committee
 1. Report on Status and Submit Approved Minutes for Board Review: Paula Mitchell updated the Board.
- B. Policy Committee
 1. Report on Status and Submit Approved Minutes for Board Review: Pres. Graves stated that the committee would be scheduling their first meeting soon.
- C. Police Advisory Committee
 1. Report on Status and Submit Approved Minutes for Board Review: Dir. Cupp updated the Board.
- D. LSCSD / LSPOA Working Relationship Committee
 1. Report on Status and Submit Approved Minutes for Board Review: Dir. Cupp updated the Board with findings and recommendations. Pres. Graves stated that the committee needed to submit a final report with recommendations/action items for the April agenda.
- E. Drinking Water Wells Committee
 1. Report on Status and Submit Approved Minutes for Board Review: Dir. Layne updated the Board.

DISCUSSION / REPORTS: ACTION ITEMS:

2. Appointment of additional members to the Drinking Water Well Committee – current members are Director Layne, Director MacIntosh and ex-officio member GM Drexel: Pres. Graves appointed three additional committee members: Don Moore, Paula Mitchell and PWS Moser.
3. Appointment of a Fire Advisory Committee – three or five member committee: Pres. Graves appointed Director Layne, Director Thomsson and FC Pappas (ex-officio member GM Drexel).
4. Establish a procedure and timeline for regularly evaluating the General Manager: Pres. Graves asked Board members to review evaluation forms for consideration; item will be addressed on the April agenda.
5. Burn Site / Green Waste Site – consideration of Burn Site Fee increases and site start-up date. Review and Adopt Resolution *-17 establishing new disposal fees and restricted items: GM Drexel reported. The Board discussed. Floyd Adams volunteered to work with GM Drexel to develop a site entrance sign to display fees.

Motion by Dir. Cupp second by Dir. MacIntosh to adopt Resolution 3-17 regarding Green Waste Site new fees and material, amended as follows: \$6 fee changed to \$5 and allow pine needles if separated; site to open April 1, 2017.

Ayes: Directors Cupp, Graves, Layne, MacIntosh and Thomsson
Noes: None
Absent: None

DISCUSSION / REPORTS: NO ACTION ITEMS:

6. Fire Department Monthly Report: FC Pappas updated the Board.
7. Police Department Monthly Report: PC Wilson updated the Board. PC Wilson introduced newly hired Police Officer Morgan Barr; Morgan will be attending weeks of training prior to starting officer duties.
8. Update on Well #4 Retrofit: GM Drexel updated the Board.
9. Update on Cleaning and Inspection of water Storage Tanks: GM Drexel updated the Board.
10. Proposed Hazardous Vegetation Abatement Ordinance: GM Drexel reported that the District Hazardous Vegetation Abatement ordinance needs to be prepared for Board consideration. Pres. Graves directed the Fire Department Advisory Committee, working with the Greater Lake Shastina Fire Safe Council, to make this item the committee's first task.
11. Green Waste Site: Greater Lake Shastina Fire Safe Council Recommendations:
 - A. That the LSCSD is responsible for the operation and regulation of the Green Waste Site: Pres. Graves stated that the District is responsible for the current Green Waste Site.
 - B. That LSCSD negotiate an arrangement between LSCSD and LSPOA for equipment use related to the Green Waste Site: Pres. Graves stated that the LSCSD is still negotiating with the LSPOA.
 - C. That the LSCSD create a separate budget for the operation of the Green Waste Site: GM Drexel stated that a Green Waste Site line item has been established.

STAFF COMMENTS / CORRESPONDENCE: None

BOARD MEMBER COMMENTS: One (1) speaker.

ADJOURNMENT:

With no objections by the Board, Pres. Graves adjourned the meeting at 3:45 p.m. The next LSCSD Regular Board Meeting is on Wednesday, April 19, 2017, 1:00 p.m. Closed Session, 1:30 p.m. Open Session, at the Administration Building.

Approval Date: _____

 Mike Graves, President

ATTEST:

 Karl Drexel, Secretary

TREASURER'S REPORT - RATIFICATION OF DISBURSEMENTS
LAKE SHASTINA COMMUNITY SERVICES DISTRICT

1B

Board motion "To ratify the checks for expenses, including payroll and liabilities, issued on behalf of the District for the period of March 1 thru March 31, 2017 for a total of: " \$ 232,820.82

Each check has been signed by two directors with documentation attached to each check.

Submitted for March 2017	\$ 232,820.82
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Expenses - Regular Checks SVB Account	\$ 151,782.39
Expenses - Payroll & Liability Checks SVB Account	\$ 81,038.43
<u>Subtotal</u>	<u>\$ 232,820.82</u>
<u>Total CSD Expenses</u>	<u>\$ 232,820.82</u>

LAKE SHASTINA COMMUNITY SERVICES DISTRICT
ACCOUNTS PAYABLE - SCOTT VALLEY BANK

1B

Date	JE or Ck #	LSPOA Shared Invoices *		Regular Expenses	Payroll Expenses	10	15	20	25	26	30
		Payee	Total Expense			General	Sewer	Water	Police	COPS Grant	Fire
3/2/2017	JE #66557	Bank Fees	17.60	17.60		17.60					
3/2/2017	21763	Payroll Checks (Live Checks)	1,885.01		1,885.01		1,885.01				
3/2/2017	21764	Edward Jones	332.10		332.10				240.47	91.63	
3/2/2017	502806	EDD EFT	1,652.38		1,652.38	444.05	505.48		389.93	197.46	115.46
3/2/2017	502807	EFTPS EFT	4,654.01		4,654.01	1,003.16	1,113.80		1,170.40	1,142.55	224.10
3/2/2017	502808	CalPERS EFT	2,101.20		2,101.20	1,077.76	1,023.44				
3/2/2017	502809	CalPERS 457 EFT	813.62		813.62	530.00	208.62			75.00	
3/2/2017	50810	SVB EFT - Payroll Checks (Direct Deposits)	18,550.49		18,550.49	5,912.52	4,686.23		3,556.88	3,066.81	1,328.05
3/6/2017	536	Pitney Bowes Refill	2,000.00	2,000.00		1,886.28		4.60	106.82		2.30
3/9/2017	537	Verizon Wireless	358.17	358.17		53.39			213.56		91.22
3/9/2017	21765	Barbara Thomsson	94.48	94.48		94.48					
3/9/2017	21766	Computer Logistics, Inc.	48.00	48.00		48.00					
3/9/2017	21767	Cordico Psychological Corp.	400.00	400.00					400.00		
3/9/2017	21768	Diane Deckard Law Firm	3,365.00	3,365.00		3,365.00					
3/9/2017	21769	Don Erickson Oil, Inc.	2,302.60	2,302.60		518.49	519.06	463.74	597.57		203.74
3/9/2017	21770	Ferguson Enterprises, Inc.	1,719.74	1,719.74				1,719.74			
3/9/2017	21771	Frank or Carolyn Mayadas	204.55	204.55		204.55					
3/9/2017	21772	James or Wirt, Bridgit Smith	219.69	219.69		219.69					
3/9/2017	21773	KD Management	3,666.00	3,666.00		3,666.00					
3/9/2017	21774	LSCSD Utilities	125.71	125.71		53.70			27.75		44.26
3/9/2017	21775	LSPOA	852.14	852.14		852.14					
3/9/2017	21776	Personnel Preference Inc.	18.00	18.00					18.00		
3/9/2017	21777	Quill Corp	154.37	154.37		113.64			40.73		
3/9/2017	21778	Shasta Auto Supply	21.08	21.08			10.54	10.54			
3/9/2017	21779	Siskiyou Disposal	250.00	250.00		85.00	42.50	42.50	40.00		40.00
3/9/2017	21780	Siskiyou Fire Equipment	684.00	684.00		112.00	286.00	286.00			
3/9/2017	21781	Solano's Inc.	315.47	315.47		13.57	24.54	277.36			
3/9/2017	21782	Stan Beck	363.19	363.19					363.19		
3/9/2017	21783	US Bank Equipment Finance	151.76	151.76					151.76		
3/9/2017	21784	Valley Pump & Motor Works Inc.	71,189.68	71,189.68				71,189.68			
3/9/2017	21785	Wal-Mart	59.80	59.80			29.90	29.90			
3/9/2017	21786	Western Business Products	126.21	126.21		126.21					
3/10/2017	21787	Patrick Clark Consulting	80.00	80.00		80.00					
3/16/2017	21788	City of Medford	2,706.64	2,706.64							2,706.64
3/16/2017	21789	Ernest Long	375.00	375.00		375.00					
3/16/2017	21790	Pacific Power	11,582.00	11,582.00				11,582.00			

LAKE SHASTINA COMMUNITY SERVICES DISTRICT
ACCOUNTS PAYABLE - SCOTT VALLEY BANK

1B

Date	JE or Ck #	Payee	Total Expense	LSPOA Shared Invoices *							
				Regular Expenses	Payroll Expenses	10 General	15 Sewer	20 Water	25 Police	26 COPS Grant	30 Fire
3/16/2017	21791	Payroll Checks (Live Checks)	1,485.05		1,485.05		1,485.05				
3/16/2017	21792	Edward Jones	354.92		354.92				253.11	101.81	
3/16/2017	21793	Union Dues	530.48		530.48	207.00	197.00		66.24	60.24	
3/16/2017	502822	EDD EFT	891.28		891.28	329.43	269.91		142.94	104.24	44.76
3/16/2017	502823	EFTPS EFT	3,691.36		3,691.36	896.50	790.34		1,064.02	764.60	175.90
3/16/2017	502824	CalPERS EFT	1,932.27		1,932.27	991.42	940.85				
3/16/2017	502825	CalPERS 457 EFT	838.62		838.62	530.00	208.62		25.00	75.00	
3/16/2017	502826	SVB EFT - Payroll Checks (Direct Deposits)	15,651.75		15,651.75	5,255.00	3,718.37		3,296.39	2,336.20	1,045.79
3/23/2017	538	AT&T	58.54	58.54			29.27	29.27			
3/23/2017	539	Pacific Power	10,195.47	10,195.47		1,420.34	4,337.05	4,007.04	215.52		215.52
3/23/2017	540	First Ntl. Bank Visa-DN	710.02	710.02		156.24	2.00	2.00	225.08		324.70
3/23/2017	541	First Ntl. Bank Visa-SP	198.14	198.14							198.14
3/23/2017	542	First Ntl. Bank Visa-RM	75.77	75.77			20.41	55.36			
3/23/2017	543	Utility Telephone	528.83	528.83		317.30			158.65		52.88
3/23/2017	544	Williams Scotsman	293.58	293.58			146.79	146.79			
3/23/2017	21794	AT&T	197.64	197.64				197.64			
3/23/2017	21795	Basic Lab	128.00	128.00				128.00			
3/23/2017	21796	Bill Laurence	145.00	145.00			145.00				
3/23/2017	21797	College of the Redwoods	3,083.00	3,083.00					3,083.00		
3/23/2017	21798	Consolidated Electrical Dist.	7,248.68	7,248.68				7,248.68			
3/23/2017	21799	Cordico Psychological Corp	400.00	400.00					400.00		
3/23/2017	21800	Gemplers	1,140.87	1,140.87			672.29	468.58			
3/23/2017	21801	Hue & Cry	38.00	38.00		38.00					
3/23/2017	21802	KD Management	3,683.00	3,683.00		3,683.00					
3/23/2017	21803	Kirsher, Winston, and Boston	199.50	199.50		199.50					
3/23/2017	21804	N.C.G.T. Security Fund	17,008.00	17,008.00		4,326.00	5,152.00		2,742.00	1,596.00	3,192.00
3/23/2017	21805	Quill Corp	144.41	144.41		93.07			51.34		
3/23/2017	21806	Rusty Owens	555.14	555.14						555.14	
3/23/2017	21807	Stan Beck	263.92	263.92					263.92		
3/23/2017	21808	Steve Pappas	100.00	100.00							100.00
3/23/2017	21809	LSPOA	436.00	436.00		436.00					
3/30/2017	21810	Payroll Checks (Live Checks)	1,273.34		1,273.34		1,273.34				
3/30/2017	21811	Union Dues	50.00		50.00					50.00	
3/30/2017	502839	EDD EFT	753.98		753.98	248.67	205.14		131.16	152.06	16.95
3/30/2017	502840	EFTPS EFT	3,743.01		3,743.01	916.62	751.01		1,113.65	778.59	183.14
3/30/2017	502841	American Funds	387.35		387.35				251.70	135.65	
3/30/2017	502842	CalPERS EFT	1,957.86		1,957.86	1,017.01	940.85				
3/30/2017	502843	CalPERS 457 EFT	868.88		868.88	530.00	208.62		25.00	105.26	
3/30/2017	502844	SVB EFT - Payroll Checks (Direct Deposits)	16,639.47		16,639.47	5,377.34	3,851.89		3,447.66	2,874.10	1,088.48
		Pitney Bowes Refill	1,500.00	1,500.00		1,478.69			20.39		0.92
			232,820.82	151,782.39	81,038.43	49,299.36	35,680.92	97,889.42	24,293.83	14,262.34	11,394.95

Ratification of Disbursements - March 2017

Vendors	Check Date	Total Invoice Amount	LSCSD Check Amount	Amount Paid by POA
Pitney Bowes-Refill	3/6/2017	2,000.00	2,000.00	1,548.84
Verizon Wireless	3/9/2017	358.17	358.17	26.69
Computer Logistics	3/9/2017	48.00	48.00	24.00
Don Erickson Oil	3/9/2017	2,302.60	2,302.60	518.49
LSCSD Utilities	3/9/2017	125.71	125.71	26.85
Quill Corp	3/9/2017	154.37	154.37	56.82
Siskiyou Disposal	3/9/2017	250.00	250.00	85.00
Siskiyou Fire Equipment	3/9/2017	684.00	684.00	56.00
Western Business Products	3/9/2017	126.21	126.21	46.86
Pacific Power	3/23/2017	10,195.47	10,195.47	945.04
First Ntl. Bank Visa-DN	3/23/2017	710.02	710.02	36.25
Utility Telephone	3/23/2017	528.83	528.83	158.65
Hue & Cry	3/23/2017	38.00	38.00	19.00
Quill Corp	3/23/2017	144.41	144.41	46.54
Pitney Bowes-Refill	3/30/2017	1,500.00	1,500.00	1,352.79

LAKE SHASTINA COMMUNITY SERVICES DISTRICT									
SCOTT VALLEY BANK ACCOUNT									
March 2017			Fund-#	10	15	20	25	26	30
Date	JE #	Description	AMOUNT	GENERAL	SEWER	WATER	POLICE	COPS GRANT	FIRE
3/1/2017		Balance Forward	249,628.46	54,671.13	74,407.05	9,276.70	120,224.61	(37,592.27)	28,641.24
		BEGINNING BALANCE							
3/2/2017	JE #66242	Water/Sewer PR Transfer PPE 2/26/17			4,382.01	(4,382.01)			
3/2/2017	JE #66243	Med Clinic/Sewer PR Transfer PPE 2/26/17		(117.26)	117.26				
3/3/2017	JE #66254	Deposit - Cash Receipts 3/1 #1	11,380.61	14.72	4,880.50	2,660.36	2,893.40		931.63
3/3/2017	JE #66254	Deposit - Cash Receipts 3/3 #1	10,461.13	5,618.43	1,425.07	1,298.72	1,764.92		353.99
3/7/2017	JE #66257	Deposit - Cash Receipts 3/7 #1	12,596.77	2,222.53	3,719.85	3,364.41	2,533.33		756.65
3/7/2017	JE #66253	Redeposit ACH NSF - Dep 3/7 #1	105.50		18.00	20.00	55.00		12.50
3/7/2017	JE #66259	Returned Item - NSF Marlow	(33.88)		(6.41)	(14.97)	(7.50)		(5.00)
3/8/2017	JE #66255	Returned Item - NSF Weigand	(397.46)		(110.70)	(249.25)	(27.50)		(10.00)
3/10/2017	JE #66256	Returned Item - NSF Bell	(147.64)			(106.01)	(30.53)		(11.10)
3/13/2017	JE #66244	POA Payroll Reimb PPE 2/26/17	5,037.06	5,037.06					
3/13/2017	JE #66241	POA AP Reimbursement	2,103.96	2,103.96					
3/14/2017	JE #66258	Deposit - Cash Receipts 3/14 #1	22,746.27	456.00	3,684.78	4,218.18	2,457.77	11,321.63	607.91
3/2/2017	JE #66386	Water/Sewer PR Transfer PPE 2/26/17 Retro			337.11	(337.11)			
3/2/2017	JE #66387	Med Clinic/Sewer PR Transfer		(2.66)	2.66				
3/2/2017	JE #66388	Police/Fire/Sewer PR Transfer			1.98		(1.98)		
3/16/2017	JE #66389	Water/Sewer PR Transfer PPE 3/12/17			6,263.77	(6,263.77)			
3/16/2017	JE #66389	Water/Sewer PR Transfer PPE 3/12/17 Retro			887.50	(887.50)			
3/16/2017	JE #66390	Green Waste Site/Fire PR Transfer PPE 3/12/17			(215.22)				215.22
3/23/2017	JE #66391	Deposit - Cash Receipts 3/23 #1	5,735.01	654.00	778.17	2,259.61	1,639.78		403.45
3/23/2017	JE #66384	POA AP Reimbursement	2,389.55	2,389.55					
3/23/2017	JE #66385	POA Payroll Reimb PPE 2/26/17 Retro	290.70	290.70					
3/23/2017	JE #66385	POA Payroll Reimb PPE 3/12/17	4,353.57	4,353.57					
3/30/2017	JE #66467	Water/Sewer PR Transfer PPE 3/26/17			6,935.30	(6,935.30)			
3/30/2017	JE #66467	Water/Sewer PR Transfer PPE 3/26/17 on call			175.00	(175.00)			
3/30/2017	JE #66468	Green Waste Site/Admin PR Transfer PPE 3/26/17		443.94	(443.94)				
3/28/2017	JE #66558	Returned Item - NSF Vargo	(266.84)		(134.04)	(90.91)	(30.69)		(11.20)
3/31/2017	JE #66561	Returned Item Fees (6 items total)	(60.00)	(60.00)					
3/31/2014	JE #66556	Interest	12.97	12.97					
		TOTAL Income	76,307.29	23,417.51	32,698.65	(5,620.55)	11,246.00	11,321.63	3,244.05
Date	JE # or Cr #	Vendor	TOTAL	GENERAL	SEWER	WATER	POLICE	COPS GRANT	FIRE
3/2/2017	JE #66557	Bank Fees	17.60	17.60					
3/2/2017	21763	Payroll Checks (Live Checks)	1,885.01		1,885.01				
3/2/2017	21764	Edward Jones	332.10				240.47	91.63	
3/2/2017	502806	EDD EFT	1,652.38	444.05	505.48		389.93	197.46	115.46
3/2/2017	502807	EFTPS EFT	4,654.01	1,003.16	1,113.80		1,170.40	1,142.55	224.10
3/2/2017	502808	CalPERS EFT	2,101.20	1,077.76	1,023.44				
3/2/2017	502809	CalPERS 457 EFT	813.62	530.00	208.62			75.00	
3/2/2017	50810	SVB EFT - Payroll Checks (Direct Deposits)	18,550.49	5,912.52	4,686.23		3,556.88	3,066.81	1,328.05
3/6/2017	536	Pitney Bowes Refill	2,000.00	1,886.28		4.60	106.62		2.30
3/9/2017	537	Verizon Wireless	358.17	53.39			213.56		91.22
3/9/2017	21765	Barbara Thomsson	94.48	94.48					
3/9/2017	21766	Computer Logistics, Inc.	48.00	48.00					
3/9/2017	21767	Cordico Psychological Corp.	400.00				400.00		
3/9/2017	21768	Diane Deckard Law Firm	3,365.00	3,365.00					
3/9/2017	21769	Don Erickson Oil, Inc.	2,302.60	518.49	519.06	463.74	597.57		203.74
3/9/2017	21770	Ferguson Enterprises, Inc.	1,719.74			1,719.74			
3/9/2017	21771	Frank or Carolyn Mayadas	204.55	204.55					
3/9/2017	21772	James or Wirt, Bridgit Smith	219.69	219.69					
3/9/2017	21773	KD Management	3,666.00	3,666.00					
3/9/2017	21774	LSCSD Utilities	125.71	53.70			27.75		44.26
3/9/2017	21775	LSPOA	852.14	852.14					
3/9/2017	21776	Personnel Preference Inc.	18.00				18.00		
3/9/2017	21777	Quill Corp	154.37	113.64			40.73		
3/9/2017	21778	Shasta Auto Supply	21.08		10.54	10.54			
3/9/2017	21779	Siskiyou Disposal	250.00	85.00	42.50	42.50	40.00		40.00
3/9/2017	21780	Siskiyou Fire Equipment	684.00	112.00	286.00	286.00			
3/9/2017	21781	Solano's Inc.	315.47	13.57	24.54	277.36			
3/9/2017	21782	Stan Beck	363.19				363.19		
3/9/2017	21783	US Bank Equipment Finance	151.76				151.76		
3/9/2017	21784	Valley Pump & Motor Works Inc.	71,189.68			71,189.68			
3/9/2017	21785	Wal-Mart	59.80		29.90	29.90			
3/9/2017	21786	Western Business Products	126.21	126.21					
3/10/2017	21787	Patrick Clark Consulting	80.00	80.00					
3/16/2017	21788	City of Medford	2,706.64						2,706.64
3/16/2017	21789	Ernest Long	375.00	375.00					
3/16/2017	21790	Pacific Power	11,582.00			11,582.00			
3/16/2017	21791	Payroll Checks (Live Checks)	1,485.05		1,485.05				
3/16/2017	21792	Edward Jones	354.92				253.11	101.81	
3/16/2017	21793	Union Dues	530.48	207.00	197.00		66.24	60.24	
3/16/2017	502822	EDD EFT	891.28	329.43	269.91		142.94	104.24	44.76
3/16/2017	502823	EFTPS EFT	3,691.36	896.50	790.34		1,064.02	764.60	175.90
3/16/2017	502824	CalPERS EFT	1,932.27	991.42	940.85				
3/16/2017	502825	CalPERS 457 EFT	838.62	530.00	208.62		25.00	75.00	
3/16/2017	502826	SVB EFT - Payroll Checks (Direct Deposits)	15,651.75	5,255.00	3,718.37		3,296.39	2,336.20	1,045.79
3/23/2017	538	AT&T	58.54		29.27	29.27			
3/23/2017	539	Pacific Power	10,195.47	1,420.34	4,337.05	4,007.04	215.52		215.52
3/23/2017	540	First Ntl. Bank Visa-DN	710.02	156.24	2.00	2.00	225.08		324.70
3/23/2017	541	First Ntl. Bank Visa-SP	198.14						198.14
3/23/2017	542	First Ntl. Bank Visa-RM	75.77		20.41	55.36			
3/23/2017	543	Utility Telephone	528.83	317.30			158.65		52.88
3/23/2017	544	Williams Scotsman	293.58		146.79	146.79			

LAKE SHASTINA COMMUNITY SERVICES DISTRICT									
SCOTT VALLEY BANK ACCOUNT									
March 2017			Fund #	10	15	20	25	26	30
Date	JE #	Description	AMOUNT	GENERAL	SEWER	WATER	POLICE	COPS.GRANT	FIRE
3/23/2017	21794	AT&T	197.64			197.64			-
3/23/2017	21795	Basic Lab	128.00			128.00			-
3/23/2017	21796	Bill Laurence	145.00		145.00				-
3/23/2017	21797	College of the Redwoods	3,083.00				3,083.00		-
3/23/2017	21798	Consolidated Electrical Dist.	7,248.68			7,248.68			-
3/23/2017	21799	Cordico Psychological Corp	400.00				400.00		-
3/23/2017	21800	Gemplers	1,140.87		672.29	468.58			-
3/23/2017	21801	Hue & Cry	38.00	38.00					-
3/23/2017	21802	KD Management	3,683.00	3,683.00					-
3/23/2017	21803	Kirsher, Winston, and Boston	199.50	199.50					-
3/23/2017	21804	N.C.G.T. Security Fund	17,008.00	4,326.00	5,152.00		2,742.00	1,596.00	3,192.00
3/23/2017	21805	Quill Corp	144.41	93.07			51.34		-
3/23/2017	21806	Rusty Owens	555.14					555.14	-
3/23/2017	21807	Stan Beck	263.92				263.92		-
3/23/2017	21808	Steve Pappas	100.00						100.00
3/23/2017	21809	LSPOA	436.00	436.00					-
3/30/2017	21810	Payroll Checks (Live Checks)	1,273.34		1,273.34				-
3/30/2017	21811	Union Dues	50.00					50.00	-
3/30/2017	502839	EDD EFT	753.98	248.67	205.14		131.16	152.06	16.95
3/30/2017	502840	EFTPS EFT	3,743.01	916.62	751.01		1,113.65	778.59	183.14
3/30/2017	502841	American Funds	387.35				251.70	135.65	-
3/30/2017	502842	CalPERS EFT	1,957.86	1,017.01	940.85				-
3/30/2017	502843	CalPERS 457 EFT	868.88	530.00	208.62		25.00	105.26	-
3/30/2017	502844	SVB EFT - Payroll Checks (Direct Deposits)	16,639.47	5,377.34	3,851.89		3,447.66	2,874.10	1,088.48
3/30/2017	548	Pitney Bowes Refill	1,500.00	1,478.69			20.39		0.92
		TOTAL DISTRIBUTION	232,820.82	49,299.36	35,680.92	97,889.42	24,293.83	14,262.34	11,394.95
3/1/2017		BEGINNING BALANCE	249,628.46	64,671.13	74,407.05	9,276.70	120,224.61	(37,592.27)	28,641.24
		DEPOSITS/TRANSFERS	76,307.29	23,417.51	32,698.65	(5,620.55)	11,246.00	11,321.63	3,244.05
		DISBURSEMENTS	(232,820.82)	(49,299.36)	(35,680.92)	(97,889.42)	(24,293.83)	(14,262.34)	(11,394.95)
3/31/2017		ENDING BALANCE	93,114.93	28,789.28	71,424.78	(94,233.27)	107,176.78	(40,532.98)	20,490.34
3/6/2017	JE #66067	Reclassified items posted GWS PPE 12/4/16			(129.32)	129.32			-
3/6/2017	JE #66068	Reclassified items posted GWS PPE 12/18/16			(233.17)	233.17			-
3/23/2017	JE #66392	Reclassified items posted College of Redwoods					3,083.00	(3,083.00)	-
3/1/2017	JE #66470	Reclassified items posted IT prepaid expense		31.88			(31.88)		-
		TOTAL	93,114.93	28,821.16	71,062.29	(93,870.78)	110,227.90	(43,615.98)	20,490.34
3/31/2017	JE #66580	Overhead Allocation - March 2017		20,432.52	(8,581.66)	(8,581.66)	(1,634.60)		(1,634.60)
3/31/2017		FINAL BALANCE	93,114.93	49,253.68	62,480.63	(102,452.44)	108,593.30	(43,615.98)	18,855.74

LAKE SHASTINA COMMUNITY SERVICES DISTRICT

1C

March 2017 Detailed Budget Comparison 2016/2017 YTD

For the Period: 7/1/2016 to 3/31/2017	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	UnencBal	4/12/2017 % Bud
Fund: 10 - LSCSD General Fund						
Revenues						
Dept: 00						
Acct Class: 4055 Operational Income						
4055.000 Misc Operational Income	0.00	0.00	44.21	14.72	-44.21	0.0
5050.000 Transfer Fees	3,000.00	3,000.00	2,820.00	280.00	180.00	94.0
Acct Class: 4060 Interest						
5080.000 Interest Earned-OPS	200.00	200.00	186.13	16.43	13.87	93.1
5081.000 Interest Earned-RSV	395.00	395.00	596.30	0.00	-201.30	151.0
Acct Class: 4070 Rents						
4070.000 Antenna Lease Revenue	22,067.00	22,067.00	16,141.44	1,503.41	5,925.56	73.1
Dept: 22 Medical Clinic						
Acct Class: 4070 Rents						
4063.000 Medical Clinic Revenue	60,264.00	60,264.00	40,176.00	5,022.00	20,088.00	66.7
Revenues	85,926.00	85,926.00	59,964.08	6,836.56	25,961.92	69.8
Expenditures						
Dept: 01 General Admin						
Acct Class: 5000 General Operating Expense						
7032.000 Filing Fees	250.00	250.00	40.00	0.00	210.00	16.0
7033.000 Licenses, Permits, Fees	3,000.00	3,000.00	2,269.74	139.60	730.26	75.7
7034.000 Dues & Subscriptions	4,000.00	5,100.00	4,965.25	0.00	134.75	97.4
7062.000 Repair & Maintenance	3,500.00	3,500.00	1,833.44	5.12	1,666.56	52.4
7064.000 Materials/Supplies/Small Tools	500.00	500.00	409.76	0.00	90.24	82.0
7101.000 Property Taxes	150.00	150.00	63.00	0.00	87.00	42.0
7204.000 Events	750.00	750.00	5.99	0.00	744.01	0.8
7245.000 Election	2,000.00	2,000.00	1,400.42	0.00	599.58	70.0
Acct Class: 5005 Office Expense						
7050.100 Off Exp-Supplies	3,500.00	6,500.00	2,676.56	185.34	3,823.44	41.2
7050.200 Off Exp-Postage	4,000.00	6,400.00	3,722.95	125.90	2,677.05	58.2
7050.400 Off Exp-Maint	3,500.00	3,500.00	2,768.86	513.32	731.14	79.1
Acct Class: 5010 Payroll						
7501.000 Payroll Expense	280,749.52	189,977.52	136,479.85	23,066.42	53,497.77	71.8
7513.000 Payroll-TAXES	6,674.87	4,924.68	4,137.64	538.37	787.04	84.0
7514.000 Payroll-Benefits	74,485.80	55,981.80	43,724.85	4,326.00	12,256.95	78.1
7516.200 Pension Cost (CalPERS)	41,927.14	14,680.01	11,168.92	1,661.69	3,511.09	76.1
7516.500 CalPERS UAL Expense	0.00	26,596.02	26,596.02	0.00	0.00	100.0
7518.000 Workers Comp	5,182.81	1,757.25	5,338.88	0.00	-3,581.63	303.8
7530.100 PR Reimbursement Admin	-140,669.09	-114,297.02	-84,973.92	-10,125.27	-29,323.10	74.3
Acct Class: 5015 Travel/training/meals						
7550.000 Travel & Training	2,000.00	2,000.00	119.68	94.48	1,880.32	6.0
7551.000 Meals	750.00	750.00	108.00	0.00	642.00	14.4
Acct Class: 5024 Professional Services						
7035.000 Advertising	500.00	500.00	329.75	0.00	170.25	66.0
7041.000 Legal	60,000.00	95,000.00	95,190.25	3,375.00	-190.25	100.2
Acct Class: 5025 Contractual						
7026.000 Contract Services	6,000.00	96,500.00	84,698.99	9,492.12	11,801.01	87.8
Acct Class: 5030 Insurance, Liability						
7040.000 Insurance (Liability)	600.00	600.00	380.86	0.00	219.14	63.5
Acct Class: 5055 Utilities						
7105.000 Utilities - CSD	1,000.00	1,000.00	474.93	26.85	525.07	47.5
7105.100 Util-Telephone	2,200.00	2,200.00	1,674.83	212.06	525.17	76.1
7105.200 Util-Electric	4,000.00	4,000.00	3,307.05	475.30	692.95	82.7
7105.400 Utilities-Propane	500.00	500.00	87.50	0.00	412.50	17.5
Acct Class: 6000 Admin Overhead Alloc						
7002.000 Admin Overhead Alloc	-339,370.00	-400,403.00	-336,269.17	-20,432.52	-64,133.83	84.0
Acct Class: 6010 Capital Expenditures						
7010.000 Capital improvement	0.00	9,000.00	9,000.35	0.00	-0.35	100.0
Less Reimbursement due from LAIF Savings	0.00	-9,000.00	-9,000.35	0.00	-0.35	-100.0
Dept: 22 Medical Clinic						
Acct Class: 5000 General Operating Expense						
7053.000 Medical Building Contract	41,804.00	0.00	0.00	0.00	0.00	0.0
Medical Building Reserves	0.00	16,264.00	12,197.97	0.00	5,421.36	66.7
7062.000 Repair & Maintenance	5,000.00	6,500.00	1,255.93	13.57	5,244.07	19.3
7080.000 Interest Expense	2,196.00	2,196.00	2,230.40	0.00	-34.40	101.6
7084.000 Loan Principle Expense	0.00	41,804.00	30,769.60	0.00	11,034.40	73.6
Acct Class: 5010 Payroll						
7530.000 Payroll Reimbursement	4,250.00	4,250.00	223.22	119.92	4,026.78	5.3
Acct Class: 5030 Insurance, Liability						
7040.000 Insurance (Liability)	600.00	600.00	556.08	0.00	43.92	92.7
Expenditures	85,531.15	85,531.36	59,964.08	13,813.27	26,921.91	70.1

For the Period: 7/2/2016 to 3/31/2017	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	UnencBal	% Bud
Fund: 15 - LSCSD Sewer Dept						
Revenues						
Acct Class: 4001 Assessments & Revenues						
4001.100 Assmt/Revenue-Residential	470,207.00	470,207.00	354,496.80	0.00	115,710.20	75.4
4001.200 Assmt/Revenue-Standby	66,204.00	66,204.00	66,126.00	-24.00	78.00	99.9
4001.300 Assmt/Revenue-Commercial	4,909.00	4,909.00	5,742.90	413.46	-833.90	117.0
4003.000 Late Payment Revenue	4,250.00	4,250.00	2,498.67	811.09	1,751.33	58.8
Acct Class: 4050 Other Operating Revenues						
5040.000 Gain on Sale of Equipment	0.00	0.00	3,743.00	0.00	-3,743.00	0.0
Acct Class: 4055 Operational Income						
4055.000 Misc Operational Income	2,000.00	2,000.00	952.75	0.00	1,047.25	47.6
5004.000 Sewer Hook Up Fee	14,498.00	14,498.00	14,497.00	0.00	1.00	100.0
5005.000 Sewer Payment Contracts	252.00	252.00	189.00	0.00	63.00	75.0
Acct Class: 4060 Interest						
5081.000 Interest Earned-RSV	1,500.00	1,500.00	1,386.02	0.00	113.98	92.4
Revenues	563,820.00	563,820.00	449,632.14	1,200.55	114,187.86	79.7
Expenditures						
Dept: 01 General Admin						
Acct Class: 5000 General Operating Expense						
7003.000 Bad Debt	0.00	0.00	4.01	0.00	-4.01	0.0
7033.000 Licenses, Permits, Fees	7,500.00	8,000.00	7,671.02	2.00	328.98	95.9
7034.000 Dues & Subscriptions	500.00	500.00	80.60	0.00	419.40	16.1
7082.000 Repair & Maintenance	20,000.00	20,000.00	4,481.17	527.79	15,518.83	22.4
7064.000 Materials/Supplies/Small Tools	5,000.00	5,000.00	2,252.92	755.62	2,747.08	45.1
7080.000 Interest Expense	25,542.52	25,542.52	13,031.30	0.00	12,511.22	51.0
7085.000 Municipal Finance Principle	35,482.92	35,482.92	17,481.42	0.00	18,001.50	49.3
7100.000 Lease/Rent Expense	1,800.00	1,800.00	1,470.28	146.79	329.72	81.7
Acct Class: 5005 Office Expense						
7050.100 Off Exp-Supplies	400.00	400.00	118.52	0.00	281.48	29.6
7050.200 Off Exp-Postage	100.00	100.00	0.00	0.00	100.00	0.0
Acct Class: 5010 Payroll						
7501.000 Payroll Expense	262,956.33	166,637.63	119,085.90	22,085.38	47,551.73	71.5
7513.000 Payroll-TAXES	6,416.87	4,152.25	3,681.31	634.73	470.94	88.7
7514.000 Payroll-Benefits	89,359.20	66,754.80	45,345.25	5,152.00	21,409.55	67.9
7516.200 Pension Cost (CalPERS)	35,820.54	12,262.36	9,440.43	1,563.46	2,821.93	77.0
7516.500 CalPERS UAL Expense	0.00	18,481.98	18,481.98	0.00	0.00	100.0
7518.000 Workers Comp	32,060.28	20,328.66	29,693.71	0.00	-9,365.05	146.1
7530.000 Payroll Reimbursement	-187,095.30	-112,334.13	-99,859.30	-20,418.12	-12,474.83	88.9
7552.000 Employee Physical Exams-Shots	500.00	500.00	0.00	0.00	500.00	0.0
7556.000 Uniforms	1,200.00	1,200.00	862.40	0.00	337.60	71.9
Acct Class: 5015 Travel/training/meals						
7550.000 Travel & Training	1,500.00	1,500.00	113.55	0.00	1,386.45	7.6
7551.000 Meals	400.00	400.00	53.03	0.00	346.97	13.3
Acct Class: 5024 Professional Services						
7001.000 Accounting Audit/Review	4,200.00	4,200.00	4,200.00	-700.00	0.00	100.0
7041.000 Legal	1,000.00	1,000.00	0.00	0.00	1,000.00	0.0
Acct Class: 5025 Contractual						
7026.000 Contract Services	10,000.00	10,000.00	1,144.90	286.00	8,855.10	11.4
Acct Class: 5030 Insurance, Liability						
7040.000 Insurance (Liability)	21,000.00	18,000.00	18,000.78	0.00	-0.78	100.0
Acct Class: 5055 Utilities						
7105.100 Util-Telephone	250.00	490.00	332.05	29.27	157.95	67.8
7105.200 Util-Electric	49,325.00	49,325.00	34,694.94	3,924.84	14,630.06	70.3
7105.300 Util-Waste	510.00	510.00	340.00	0.00	170.00	66.7
Acct Class: 5075 Equipment						
7061.000 Rental Equipment	500.00	500.00	0.00	0.00	500.00	0.0
7063.000 Fuel	6,500.00	5,000.00	3,573.07	952.57	1,426.93	71.5
7065.000 Vehicle Repair/Maintenance	3,500.00	5,000.00	4,338.71	21.08	661.29	86.8
Acct Class: 6000 Admin Overhead Alloc						
7002.000 Admin Overhead Alloc	142,535.40	168,169.26	141,233.06	8,581.66	26,936.20	84.0
Acct Class: 6010 Capital Expenditures						
7010.000 Capital Improvement	277,000.00	277,000.00	15,886.58	412.21	261,113.42	5.7
Less Reimbursement due from LAIF Savings	-277,000.00	-277,000.00	-15,886.58	-412.21	-261,113.42	-5.7
Dept: 23 Green Waste Site						
Acct Class: 5000 General Operating Expense						
7064.000 Materials/Supplies/Small Tools	0.00	0.00	87.44	87.44	-87.44	0.0
Acct Class: 5010 Payroll						
7530.000 Payroll Reimbursement	0.00	0.00	2,337.18	2,337.18	-2,337.18	0.0
Acct Class: 5075 Equipment						
7063.000 Fuel	0.00	0.00	55.32	55.32	-55.32	0.0
Expenditures	578,763.76	538,903.25	383,826.95	26,005.01	155,076.30	71.2

For the Period: 7/2/2016 to 3/31/2017	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	UnencBal	% Bud
Fund: 20 - LSCSD Water Dept						
Revenues						
Dept: 00						
Acct Class: 4001 Assessments & Revenues						
4001.100 Assmt/Revenue-Residential	325,220.30	325,220.30	263,609.72	8.69	61,610.58	81.1
4001.200 Assmt/Revenue-Standby	104,320.00	104,320.00	104,012.97	-130.37	307.03	99.7
4001.300 Assmt/Revenue-Commercial	14,260.95	14,260.95	11,415.55	747.89	2,845.40	80.0
4003.000 Late Payment Revenue	8,700.00	8,700.00	7,416.26	3,206.79	1,283.74	85.2
Acct Class: 4020 Construction-New Home						
4075.000 Water Capacity Expansion Fee	640.00	640.00	1,438.00	478.00	-798.00	224.7
5006.000 Water Hook Up Fee	530.00	530.00	1,060.00	265.00	-530.00	200.0
Acct Class: 4050 Other Operating Revenues						
5040.000 Gain on Sale of Equipment	750.00	750.00	3,743.00	0.00	-2,993.00	499.1
Acct Class: 4055 Operational Income						
4055.000 Misc-Non Operating Income	0.00	0.00	86.00	0.00	-86.00	0.0
Acct Class: 4060 Interest						
5081.000 Interest Earned-RSV	5,800.00	8,500.00	5,920.28	0.00	2,579.72	69.7
Dept: 22 Medical Clinic						
Acct Class: 4050 Other Operating Revenues						
4054.000 Loan Principle Revenue	0.00	41,804.00	30,769.60	0.00	11,034.40	73.6
Revenues	460,221.25	504,725.25	429,471.38	4,576.00	75,253.87	85.1
Expenditures						
Acct Class: 5000 General Operating Expense						
7033.000 Licenses, Permits, Fees	6,000.00	6,000.00	1,770.31	2.00	4,229.69	29.5
7034.000 Dues & Subscriptions	1,300.00	1,300.00	750.80	0.00	549.40	57.7
7062.000 Repair & Maintenance	25,000.00	25,000.00	7,265.39	1,898.84	17,734.61	29.1
7064.000 Materials/Supplies/Small Tools	4,000.00	4,000.00	2,120.18	583.83	1,879.82	53.0
7100.000 Lease/Rent Expense	1,800.00	1,800.00	1,470.28	146.79	329.72	81.7
Acct Class: 5005 Office Expense						
7050.100 Off Exp-Supplies	650.00	650.00	118.53	0.00	531.47	18.2
7050.200 Off Exp-Postage	800.00	800.00	566.33	4.60	233.67	70.8
Acct Class: 5010 Payroll						
7530.000 Payroll Reimbursement	140,509.14	112,334.13	94,851.19	18,477.08	17,482.94	84.4
7556.000 Uniforms	1,200.00	1,200.00	712.40	0.00	487.60	59.4
Acct Class: 5015 Travel/Training/meals						
7550.000 Travel & Training	2,000.00	2,000.00	113.55	0.00	1,886.45	5.7
7551.000 Meals	350.00	350.00	53.01	0.00	296.99	15.1
Acct Class: 5024 Professional Services						
7001.000 Accounting Audit/Review	3,950.00	3,950.00	3,950.00	-660.00	0.00	100.0
7041.000 Legal	5,000.00	5,000.00	0.00	0.00	5,000.00	0.0
Acct Class: 5025 Contractual						
7026.000 Contract Services	12,000.00	12,000.00	1,878.50	414.00	10,121.50	15.7
Acct Class: 5030 Insurance, Liability						
7040.000 Insurance (Liability)	23,000.00	20,000.00	19,663.38	0.00	336.62	98.3
Acct Class: 5055 Utilities						
7105.100 Util-Telephone	2,650.00	2,900.00	2,119.82	226.91	780.18	73.1
7105.200 Util-Electric	97,000.00	97,000.00	63,787.99	2,471.13	33,212.01	65.8
7105.300 Util-Waste	510.00	510.00	340.00	0.00	170.00	66.7
Acct Class: 5075 Equipment						
7063.000 Fuel	6,500.00	5,000.00	3,096.83	952.57	1,903.17	61.9
7065.000 Vehicle Repair/Maintenance	3,000.00	3,000.00	2,161.44	56.03	838.56	72.0
Acct Class: 6000 Admin Overhead Alloc						
7002.000 Admin Overhead Alloc	142,535.40	168,169.26	141,233.03	8,581.66	26,936.23	84.0
Acct Class: 6010 Capital Expenditures						
7010.000 Capital Improvement	310,000.00	343,530.00	137,200.91	100,922.73	206,329.09	39.9
Less Reimbursement due from LAIF Savings	-310,000.00	-343,530.00	-137,200.91	-100,922.73	-206,329.09	-39.9
Expenditures	479,764.54	472,973.39	348,032.76	33,155.44	124,940.63	73.6

For the Period: 7/2/2016 to 3/31/2017	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	UnencBal	% Bud
Fund: 25 - LSCSD Police Department						
Revenues						
Acct Class: 4001 Assessments & Revenues						
4001.100 Assmt/Revenue-Residential	80,210.00	108,150.00	74,183.45	23.45	33,966.55	68.6
4001.200 Assmt/Revenue-Standby	169,390.00	227,675.00	227,331.13	-206.78	343.87	99.8
4001.300 Assmt/Revenue-Commercial	2,015.00	2,713.00	2,712.50	0.00	0.50	100.0
4003.000 Late Payment Revenue	5,700.00	5,700.00	6,994.75	4,506.57	-1,294.75	122.7
Acct Class: 4050 Other Operating Revenues						
5040.000 Gain on Sale of Equipment	1,500.00	1,500.00	0.00	0.00	1,500.00	0.0
5054.000 Animal Control Fees - Other	300.00	300.00	0.00	0.00	300.00	0.0
5055.000 Animal License Fee	4,000.00	4,000.00	3,840.00	1,460.00	160.00	96.0
5056.000 Warrant	2,500.00	2,500.00	458.08	9.28	2,041.92	18.3
5062.000 Event Donations	500.00	500.00	325.00	0.00	175.00	65.0
Acct Class: 4055 Operational Income						
4056.000 Misc-Non Operating Income	3,200.00	3,200.00	115.00	40.00	3,085.00	3.6
Acct Class: 4060 Interest						
5081.000 Interest Earned-RSV	625.00	625.00	763.65	0.00	-138.65	122.2
Revenues	269,940.00	356,863.00	316,723.56	5,832.52	40,139.44	88.8

For the Period: 7/2/2016 to 3/31/2017

Original Bud.

Amended Bud.

YTD Actual

CURR MTH

UnencBal

% Bud

Fund: 25 - LSCSD Police Department

Expenditures

Acct Class: 5000 General Operating Expense						
7003.000 Bad Debt	0.00	0.00	25.64	0.00	-25.64	0.0
7033.000 Licenses, Permits, Fees	1,600.00	1,600.00	948.76	12.00	651.24	59.3
7034.000 Dues & Subscriptions	2,600.00	2,600.00	2,514.00	0.00	86.00	96.7
7062.000 Repair & Maintenance	1,300.00	1,300.00	290.83	0.00	1,009.17	22.4
7064.000 Materials/Supplies/Small Tools	1,500.00	1,500.00	239.79	10.59	1,260.21	16.0
7204.000 Events	500.00	500.00	0.00	0.00	500.00	0.0
Acct Class: 5005 Office Expense						
7050.100 Off Exp-Supplies	1,000.00	1,000.00	707.91	92.07	292.09	70.8
7050.200 Off Exp-Postage	400.00	400.00	158.32	127.21	241.68	39.6
7050.400 Off Exp-Maint	1,850.00	1,850.00	1,199.67	151.76	650.33	64.8
Acct Class: 5010 Payroll						
7501.000 Payroll Expense	112,325.78	94,427.69	52,457.75	13,157.78	41,969.94	55.6
7513.000 Payroll-TAXES	9,604.14	8,234.94	5,066.58	1,271.49	3,168.36	61.5
7514.000 Payroll-Benefits	14,666.64	27,619.44	16,977.81	2,742.00	10,641.63	61.5
7516.100 Pension Cost (EJ)	5,344.81	5,651.94	2,441.31	745.28	3,210.63	43.2
7518.000 Workers Comp	10,708.94	9,148.22	14,068.93	0.00	-4,920.71	153.8
7530.000 Payroll Reimbursement	1,200.00	1,200.00	134.47	1.98	1,065.53	11.2
7552.000 Employee Physical Exams-Shots	500.00	500.00	800.00	800.00	-300.00	160.0
7556.000 Uniforms	2,000.00	3,000.00	1,256.42	263.92	1,743.58	41.9
Acct Class: 5015 Travel/training/meals						
7550.000 Travel & Training	3,000.00	6,000.00	4,019.63	576.27	1,980.37	67.0
7551.000 Meals	500.00	1,000.00	506.00	0.00	494.00	50.6
Acct Class: 5024 Professional Services						
7001.000 Accounting Audit/Review	3,000.00	3,000.00	3,000.00	-500.00	0.00	100.0
7035.000 Advertising	500.00	500.00	167.25	0.00	332.75	33.5
7041.000 Legal	1,000.00	1,000.00	340.00	0.00	660.00	34.0
Acct Class: 5025 Contractual						
7026.000 Contract Services	3,000.00	3,000.00	1,288.88	82.38	1,711.12	43.0
Acct Class: 5030 Insurance, Liability						
7040.000 Insurance (Liability)	10,000.00	8,500.00	8,206.31	0.00	293.69	96.5
Acct Class: 5055 Utilities						
7105.000 Utilities - CSD	600.00	600.00	497.57	27.75	102.43	82.9
7105.100 Util-Telephone	5,000.00	5,000.00	3,357.21	585.85	1,642.79	67.1
7105.200 Util-Electric	2,860.00	2,860.00	1,720.50	215.52	1,139.50	60.2
7105.300 Util-Waste	480.00	480.00	320.00	0.00	160.00	66.7
7105.400 Utilities-Propane	1,000.00	1,000.00	1,150.49	0.00	-150.49	115.0
Acct Class: 5075 Equipment						
7063.000 Fuel	10,000.00	10,000.00	2,434.88	924.59	7,565.12	24.3
7065.000 Vehicle Repair/Maintenance	4,500.00	2,500.00	1,371.36	5.21	1,128.64	54.9
7067.000 Vehicle Replacement	0.00	5,000.00	0.00	0.00	5,000.00	0.0
Acct Class: 6000 Admin Overhead Alloc						
7002.000 Admin Overhead Alloc	27,149.60	32,032.24	26,901.54	1,634.60	5,130.70	84.0
Acct Class: 6010 Capital Expenditures						
7010.000 Capital Improvement	3,000.00	3,000.00	0.00	0.00	3,000.00	0.0
Less Reimbursement due from LAIF Savings	-3,000.00	-3,000.00	0.00	0.00	-3,000.00	0.0
Expenditures	239,689.91	243,004.47	154,569.81	22,928.25	88,434.66	63.6

For the Period: 7/2/2016 to 3/31/2017

Original Bud.

Amended Bud.

YTD Actual

CURR MTH

UnencBal

% Bud

Fund: 26 - COPS Grant

Revenues

Acct Class: 4001 Assessments & Revenues						
5075.000 Grant Income	115,000.00	129,324.00	62,109.58	11,321.63	67,214.42	48.0
Revenues	115,000.00	129,324.00	62,109.58	11,321.63	67,214.42	48.0

Expenditures

Acct Class: 5010 Payroll						
7501.000 Payroll Expense	60,641.58	98,960.95	86,356.12	10,886.73	12,604.83	87.3
7513.000 Payroll-TAXES	5,012.64	7,875.93	7,426.81	895.38	449.12	94.3
7514.000 Payroll-Benefits	19,429.20	19,429.20	16,164.81	1,596.00	3,264.39	83.2
7516.100 Pension Cost (EJ)	2,569.63	2,569.63	1,989.47	329.09	580.16	77.4
7518.000 Workers Comp	5,287.95	8,629.39	5,241.79	0.00	3,387.60	60.7
7552.000 Employee Physical Exams-Shots	300.00	300.00	0.00	0.00	300.00	0.0
7556.000 Uniforms	500.00	500.00	0.00	0.00	500.00	0.0
Acct Class: 5015 Travel/training/meals						
7550.000 Travel & Training	4,000.00	4,000.00	2,201.26	2,201.26	1,798.74	55.0
7551.000 Meals	500.00	500.00	1,436.88	1,436.88	-936.88	287.4
Expenditures	98,241.00	142,765.10	120,817.14	17,345.34	21,947.96	84.6

For the Period: 7/2/2016 to 3/31/2017

Original Bud.

Amended Bud.

YTD Actual

CURR MTH

UnencBal

% Bud

Fund: 30 - LSCSD Fire Department**Revenues****Dept: 00****Acct Class: 4001 Assessments & Revenues**

4001.100 Assmt/Revenue-Residential	49,360.00	49,360.00	37,077.53	-2.47	12,282.47	75.1
4001.200 Assmt/Revenue-Standby	65,150.00	65,150.00	64,979.12	-35.47	170.88	99.7
4001.300 Assmt/Revenue-Commercial	1,060.00	1,060.00	1,060.00	0.00	0.00	100.0
4003.000 Late Payment Revenue	2,500.00	2,500.00	2,168.79	1,120.06	331.21	86.8
5075.000 Grant Income	7,500.00	5,500.00	0.00	0.00	5,500.00	0.0

Acct Class: 4050 Other Operating Revenues

4076.000 Fire Suppression Expansion Fee	316.00	316.00	474.00	0.00	-158.00	150.0
5040.000 Gain on Sale of Equipment	38,000.00	20,000.00	0.00	0.00	20,000.00	0.0
5056.000 Warrant	5,000.00	5,000.00	3,339.07	0.00	1,660.93	66.8
5062.000 Event Donations	1,000.00	1,000.00	0.00	0.00	1,000.00	0.0

Acct Class: 4055 Operational Income

4056.000 Misc-Non Operating Income	90,000.00	0.00	15.00	0.00	-15.00	0.0
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Acct Class: 4060 Interest

5081.000 Interest Earned-RSV	400.00	400.00	112.08	0.00	287.92	28.0
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Dept: 45 Mutual Aid Strike Team**Acct Class: 4055 Operational Income**

4080.000 Strike Team Revenues	0.00	124,233.60	123,639.30	0.00	594.30	99.5
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Revenues	260,286.00	274,519.60	232,864.89	1,082.12	41,654.71	84.8
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Expenditures**Dept: 01 General Admin****Acct Class: 5000 General Operating Expense**

7003.000 Bad Debt	0.00	0.00	6.30	0.00	-6.30	0.0
7033.000 Licenses, Permits, Fees	350.00	350.00	84.05	-4.04	265.95	24.0
7034.000 Dues & Subscriptions	925.00	925.00	701.25	0.00	223.75	75.8
7051.000 Public Safety Supplies	5,000.00	2,000.00	214.54	0.00	1,785.46	10.7
7051.100 Mandatory Safety Equipment	10,000.00	5,000.00	1,796.06	0.00	3,203.94	35.9
7062.000 Repair & Maintenance	6,000.00	1,500.00	762.22	0.00	737.78	50.8
7064.000 Materials/Supplies/Small Tools	3,500.00	2,000.00	1,160.07	331.29	839.93	58.0
7204.000 Events	500.00	500.00	0.00	0.00	500.00	0.0

Acct Class: 5005 Office Expense

7050.100 Off Exp-Supplies	650.00	650.00	158.63	0.00	491.37	24.4
7050.200 Off Exp-Postage	100.00	100.00	5.25	3.22	94.75	5.3

Acct Class: 5010 Payroll

7501.000 Payroll Expense	100,705.60	29,095.00	21,578.84	3,811.50	7,516.16	74.2
7513.000 Payroll-TAXES	8,862.76	2,797.00	2,317.02	411.13	479.98	82.8
7514.000 Payroll-Benefits	0.00	6,384.00	3,192.00	3,192.00	3,192.00	50.0
7518.000 Workers Comp	18,817.49	11,456.00	10,891.94	0.00	564.06	95.1
7530.000 Payroll Reimbursement	-33,107.21	500.00	-203.38	-215.22	703.38	-40.7
7552.000 Employee Physical Exams-Shots	1,200.00	1,200.00	0.00	0.00	1,200.00	0.0
7556.000 Uniforms	4,000.00	2,000.00	2,486.05	0.00	-486.05	124.3

Acct Class: 5015 Travel/training/meals

7549.000 Volunteer FF Stipend	14,000.00	14,000.00	6,840.00	0.00	7,160.00	48.9
7550.000 Travel & Training	7,000.00	1,500.00	352.56	59.50	1,147.44	23.5
7551.000 Meals	1,500.00	1,200.00	296.83	100.00	903.17	24.7

Acct Class: 5024 Professional Services

7001.000 Accounting Audit/Review	840.00	840.00	840.00	-140.00	0.00	100.0
7041.000 Legal	1,000.00	1,000.00	0.00	0.00	1,000.00	0.0

Acct Class: 5025 Contractual

7026.000 Contract Services	2,000.00	1,000.00	599.50	32.50	400.50	60.0
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Acct Class: 5030 Insurance, Liability

7040.000 Insurance (Liability)	7,500.00	7,500.00	7,187.42	0.00	312.58	95.8
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Acct Class: 5055 Utilities

7105.000 Utilities - CSD	850.00	850.00	629.58	44.26	220.42	74.1
7105.100 Util-Telephone	650.00	2,100.00	1,021.15	235.33	1,078.85	48.6
7105.200 Util-Electric	4,400.00	4,400.00	2,010.93	215.52	2,389.07	45.7
7105.300 Util-Waste	480.00	480.00	320.00	0.00	160.00	66.7
7105.400 Utilities-Propane	1,000.00	1,000.00	1,150.49	0.00	-150.49	115.0

Acct Class: 5075 Equipment

7063.000 Fuel	8,000.00	8,000.00	3,813.41	541.48	4,186.59	47.7
7065.000 Vehicle Repair/Maintenance	15,000.00	25,000.00	22,790.76	2,722.04	2,209.24	91.2
7075.000 VFA Grant Equipment	15,000.00	11,000.00	10,856.03	0.00	143.97	98.7

Acct Class: 6000 Admin Overhead Alloc

7002.000 Admin Overhead Alloc	27,149.60	32,032.24	26,901.54	1,634.60	5,130.70	84.0
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Acct Class: 6010 Capital Expenditures

7010.000 Capital Improvement	113,000.00	113,000.00	32,641.18	0.00	80,358.82	28.9
Less Reimbursement due from LAIF Savings	-113,000.00	-113,000.00	-32,641.18	0.00	-80,358.82	-28.9

Dept: 45 Mutual Aid Strike Team**Acct Class: 5010 Payroll**

7501.000 Payroll Expense	0.00	80,285.00	65,911.01	0.00	14,373.99	82.1
7513.000 Payroll-TAXES	0.00	7,009.80	5,917.96	0.00	1,091.84	84.4
7518.000 Workers Comp	0.00	8,253.30	6,775.69	0.00	1,477.61	82.1

Expenditures	233,873.24	273,907.34	209,365.70	12,975.11	64,541.64	76.4
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Grand Total Net Effect: **39,329.65 158,092.94 274,189.19 -95,373.07 -116,096.25**

Lake Shastina Community Services District

Updated for period ending 3/31/17

Variance Report - Explanations for line items over budget ***Fiscal Year 2016/2017****Amended Budget Approved 2/15/2017***** Expenses within 105% of budget not included in this report****Fund 10 - LSCSD General Fund****Account Class Code: 5010 Payroll Expense****Workers Comp****YTD Budget \$1,757.25****YTD Spending \$5,338.88**

Explanation: Payroll budget estimates for staffing were different upon submission to SDRMA several months prior to final budget approval. Billing is based on original estimates and any difference will be refunded during year end reconciliation based on actual hours worked. This is usually done in September the following year.

Fund 15 - LSCSD Sewer Fund**Account Class Code: 5010 Payroll Expense****Workers Comp****YTD Budget \$20,328.66****YTD Spending \$29,693.71**

Explanation: Payroll budget estimates for staffing were different upon submission to SDRMA several months prior to final budget approval. Billing is based on original estimates and any difference will be refunded during year end reconciliation based on actual hours worked. This is usually done in September the following year.

Fund 25- LSCSD Police Department**Account Class Code: 5010 Payroll****Workers Comp****YTD Budget \$9,148.22****YTD Spending \$14,068.93**

Explanation: Payroll budget estimates for Police staffing were different upon submission to SDRMA several months prior to final budget approval. Billing is based on original estimates and any difference will be refunded during year end reconciliation based on actual hours worked.

Employee Physical Exams-Shots**YTD Budget \$500.00****YTD Spending \$800.00**

Explanation: Additional physical exams and psychological testing needed for potential new hire candidates prior to offers of employment.

Account Class Code: 5055 Utilities Expense**Utilities - Propane****YTD Budget \$1,000.00****YTD Spending \$1,058.86**

Explanation: Propane use increased this year with much colder temperatures this winter slightly going over anticipated budget amount.

Fund 26- LSCSD COPS Grant Fund**Account Class Code: 5015 Travel/training/meals****Meals****YTD Budget \$500.00****YTD Spending \$1,436.88**

Explanation: Training for new officer attending Academy is higher than original budget, but will be partially reimbursed by POST.

Fund 30- LSCSD Fire Department**Account Class Code: 5010 Payroll****Uniforms****YTD Budget \$2,000.00****YTD Spending \$2,486.05**

Explanation: Original budget at \$4000 was reduced 50% in February adjustments. Purchases on credit card prior to the reduction had not been paid yet. No additional expenditures for this are anticipated.

Account Class Code: 5055 Utilities**Utility - Propane****YTD Budget \$1,000.00****YTD Spending \$1,058.88**

Explanation: Propane use increased this year with much colder temperatures this winter slightly going over anticipated budget amount.

Lake Shastina Community Services District
Quarterly

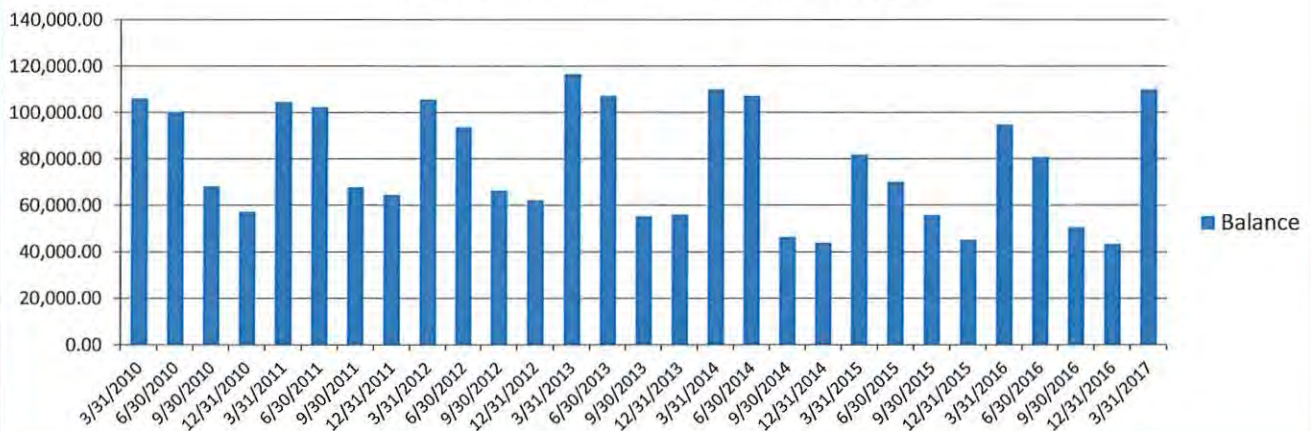
Accounts Receivable Analysis 2016/2017 YTD
March 31, 2010 to March 31, 2017

Date	<30 Days	30-60 Days	60-90 Days	>90 Days	Balance	Balance of Tax Rolls Receivable	Total Tax Rolls & A/R
3/31/2010	9,075.41	510.49	54,483.83	42,010.18	106,079.91		
6/30/2010	3,818.24	572.82	444.31	95,336.02	100,171.39		
9/30/2010	7,627.17	589.19	172.63	59,775.28	68,164.27	122,414.84	190,579.11
12/31/2010	2,511.51	1,166.60	243.00	53,366.06	57,287.17		
3/31/2011	1,451.65	8,707.07	49,643.23	44,717.88	104,519.83		
6/30/2011	3,742.66	2,543.75	155.42	95,950.10	102,391.93		
9/30/2011	8717.23	164.48	128.73	58,775.90	67,786.34	175,202.41	242,988.75
12/31/2011	1,544.52	3,041.72	333.00	59,626.85	64,546.09		
3/31/2012	7,516.60	1,118.76	62.89	97,012.76	105,711.01		
6/30/2012	2,148.52	321.90	160.10	90,977.93	93,608.45		
9/30/2012	7,203.09	288.50	16.50	58,859.23	66,367.32	196,649.49	263,016.81
12/31/2012	2,236.28	148.34	111.26	59,728.50	62,224.38		
3/31/2013	8,240.48	282.06	53,663.99	54,515.14	116,701.67		
6/30/2013	3,047.85	56.00	521.55	103,570.95	107,196.35		
9/30/2013	6,493.34	20.00	31.50	48,871.39	55,416.23	248,515.30	303,931.53
12/31/2013	2,653.17	92.58	33.30	53,340.80	56,119.85		
3/31/2014	8,360.90	65.99	52,413.07	49,243.31	110,083.27		
6/30/2014	3,156.77	30.00	317.76	103,631.03	107,135.56		
9/30/2014	5,475.68	1,131.57	0.77	39,772.05	46,380.07	245,334.21	291,714.28
12/31/2014	854.19	1,010.20	50.00	41,956.34	43,870.73		
3/31/2015	6,457.83	841.30	40,425.31	34,158.64	81,883.08		
6/30/2015	2,036.06	50.00	632.03	67,320.96	70,039.05		
9/30/2015	7,481.65	15.00	163.00	48,095.75	55,755.40	249,946.12	305,701.52
12/31/2015	928.60	1,504.10	429.37	42,257.93	45,120.00		
3/31/2016	419.41	7,981.59	103.78	86,213.68	94,718.46		
6/30/2016	2,371.53	67.41	237.21	78,228.48	80,904.63		
9/30/2016	7,400.59	183.89	31.09	42,908.53	50,524.10	302,614.41	353,138.51
12/31/2016	1,054.74	729.49	0.00	41,547.90	43,332.13		
3/31/2017	9,490.48	470.19	64,303.28	35,641.63	109,905.58		

Note: 1) This report does not consider accounts that have been prepaid. 2) Police, Fire, Sewer and Water have been combined.

Analysis: Past Due / Outstanding accounts have increased 16.03% since the same period last year 3/31/16..
(This does not include past due assessments sent to tax rolls)

**Lake Shastina Community Services
District Accounts Receivable Analysis**





LAKE SHASTINA COMMUNITY SERVICES DISTRICT

1E

MEMORANDUM

TO: LSCSD Board of Directors

FROM: Debbie Nelle, Senior Accounting Clerk

DATE: April 11, 2017

RE: Ratification of transfer from LAIF Reserves to CSD Operating account

This is a request to ratify transfer of funds from LSCSD Reserves in LAIF to the CSD Operating bank account at Scott Valley Bank. This is for funds already spent on budgeted and unanticipated expenditure items. These items have already been paid from the Operating fund checking account and this will replenish those funds.

The unanticipated expenditures were for emergency pump repairs to Well #3 in the fall. The budgeted items for rehab to Well #4 has been an ongoing project. Due to the high costs for the project, funds were needed in the operating account to cover the recent payments for work already completed.

Recommended approval of transfer from LAIF to Scott Valley Bank Operating account is **\$137,544** from Water Department Reserves for the emergency repairs to Well #3 and Budgeted Rehab to Well #4. Since LAIF requires withdrawal transactions to be in \$1,000 increments only, the transfer to ratify is for **\$138,000.00**. General Manager Drexel has called in the transfer to LAIF and funds were received in the Scott Valley Bank account on April 7, 2017.

<u>Reserve Items to transfer from LAIF:</u>	
	<u>Water</u>
Well #3 Emergency Repairs	33,528.18
Well #4 Rehab	104,015.86
<hr/>	
Costs per fund:	137,544.04



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

TO: LSCSD BOARD OF DIRECTORS

FROM: Paula Mitchell, Committee Member
FY 2017/18 Budget / Finance Committee

MEETING DATE: April 19, 2017

SUBJECT: Committee Board Report (Update)

Since the March LSCSD Board meeting, the Lake Shastina Community Services District Budget/Finance Committee has reviewed the Fire Department and General Fund budgets.

The Fire Department proposed budget for fiscal year 2017/2018 includes 30 hours per week for a Fire Chief. At 30 hours per week, the District is required by law to pay benefits. This adds over \$19,000 for benefits. The proposed budget relies on, in addition to the normal fees, \$70,000 income from mutual aid reimbursement and the sale of \$25,000 of equipment. At this level of income, there would be only a couple thousand dollars available to add to the reserve fund. The current reserve fund has less than \$85,000.

The General Fund proposed budget continues to project much larger allocated overhead, by \$150,000, than fiscal year 2013/2014 and earlier. This fiscal year and the proposed budget for next fiscal year has about \$400,000 in administration allocated overhead costs spread over the four departments. (The enterprise funds, Water and Sewer, must each cover 42% of these costs, while the government funds, Fire and Police, must each pay for 8% of these expenses.) The proposed budget for 2017/2018 compared to fiscal year 2013/2014 and earlier, has about \$40,000 more in legal costs. The other \$110,000 increase is due to higher General Manager costs, higher payroll costs because LSPOA is only paying for actual office hours, instead of paying 50%, increase costs for billing and landscaping because CSD is now paying 100% instead of 50%, and decreased net from the medical clinic. The amount of monies put into the medical building reserve account for the next fiscal year is cut to \$3,600. The proposed budget does not, and cannot, reflect the budget impact from future arrangements with the LSPOA until contracts are signed.

The next meeting is scheduled for April 26, when the Water and Sewer Department budgets will be reviewed. Another meeting will be scheduled to review of all the budgets.



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

MINUTES

FY 2017/18 Budget/Finance Committee Meeting

Wednesday, March 8, 2017 – 1:00 p.m.

Administration Building

16320 Everhart Drive • Weed, California 96094 • (530) 938-3281

CALL TO ORDER: 1:00 p.m.

Budget Committee Roll Call:

Director Graves ✓ Director MacIntosh ✓ CSD Member: Paula Mitchell ✓
Ex-Officio Member GM Drexel absent Staff: SAC Nelle ✓ PC Wilson ✓

There were no people in the audience.

PLEDGE OF ALLEGIANCE: SAC Nelle led the Pledge of Allegiance.

PUBLIC COMMENTS: None

COMMITTEE MEMBER COMMENTS: One (1) Member

BUSINESS ITEM:

1. Approval of Minutes: March 1, 2017: Approved.
2. FY 2017/2018 Draft Budget Review – Police Department / COPS Grant: Draft budgets reviewed.

Next FY 2017/18 Budget Review meeting:

March 22, 2017, 2:00 p.m. to review Fire Department

April 5, 2017, 2:00 p.m. to review General Fund

ADJOURN: 1:50 p.m.



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

MINUTES

FY 2017/18 Budget/Finance Committee Meeting

Wednesday, March 22, 2017 – 2:00 p.m.

Administration Building

16320 Everhart Drive ▪ Weed, California 96094 ▪ (530) 938-3281

CALL TO ORDER: 2:06 p.m.

Budget Committee Roll Call:

Director Graves ✓ Director MacIntosh ✓ CSD Member: Paula Mitchell ✓

Ex-Officio Member GM Drexel absent Staff: SAC Nelle ✓ FC Pappas ✓

There was one person in the audience.

PLEDGE OF ALLEGIANCE: Paula Mitchell led the Pledge of Allegiance.

PUBLIC COMMENTS: None

COMMITTEE MEMBER COMMENTS: None

BUSINESS ITEM:

1. Approval of Minutes: March 8, 2017: Approved.
2. FY 2017/2018 Draft Budget Review – Fire Department: Draft budget reviewed.

The next FY 2017/18 Budget Review meeting: April 5, 2017, 2:00 p.m. to review General Fund

ADJOURN: 3:00 p.m.



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

MINUTES

Police Advisory Standing Committee Meeting

Monday, February 6, 2017 – 2:00 p.m.

Administration Building

16320 Everhart Drive ▪ Weed, California 96094 ▪ (530) 938-3281

Call to Order: 2:00 p.m.

Committee members present:

Dir. Carol Cupp, Police Chief Mike Wilson, Dwayne Chandler, Karla Chandler
Ex Officio Committee member Karl Drexel - not present

Public present in the audience: Lorene Miller, Stan Beck, Rusty Owens

Pledge of Allegiance: Dir. Cupp led the Pledge of Allegiance

Public Comments: Lorene Miller passed along a suggestion from a resident for an alternate location for the dog kennels. Stan Beck provided some details at Chief Wilson's request

Committee Member Comments:

- a. All present members commented on the committee's objective
- b. Karla provided information to Chief Wilson regarding historic aspects of the Measure B process that took place during the time period when he was away from the community
- c. Chief Wilson provided information regarding the above subjects, including potential grants that can assist in the hiring process, an overview of other recruitment tools, and details of the salaries offered by other Siskiyou County agencies

1. Chairperson:

Motion made by Dwayne, seconded by Karla, that Carol Cupp act as committee chairperson; all voted in favor

2. Mission of Committee:

Examine and evaluate details regarding fiscally prudent priorities and goals related to salaries, staff, equipment, overhead expenses, and reserve fund. Assess Measure B funds, and the police budget in general, relative to the 10-year projection prepared by CSD Accounting Staff.

3. Information Obtained in Campaign:

Dwayne provided information obtained during the Measure B campaign regarding police department comments by residents

4. Update of current personnel, vehicles, budget, etc.:

Chief Wilson reported on the current, ongoing hiring efforts. He stated that one used vehicle should be acquired in the near future (there are currently a 2004 Ford Expedition and two 2010 Ford Expeditions)

5. Review Financial Projections:

A general discussion took place

6. Comments / Recommendations:

a. Chief Wilson reported the difficulties in attracting qualified candidates, including low salaries compared to other departments in the region, and therefore a new direction is being investigated about seeking entry level officers.

b. The committee will need to review budget information and Carol will make request to Karl Drexel for financial information

7. Next Committee Meeting:

Chief Wilson indicates that that Karl Drexel should attend the next meeting, so it should be scheduled when he is available



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

TO: LSCSD BOARD OF DIRECTORS

MEETING DATE: April 19, 2017

FROM: LSCSD/LSPOA Working Relationship Committee

**SUBJECT: FINAL REPORT/RECOMMENDATION TO THE BOARD,
MAINTENANCE YARD, at 15440 Juniper Peak Rd.**

With LSCSD budget concerns in mind, we are offering the following:

BACKGROUND:

The LSCSD and the LSPOA have enjoyed a working relationship in sharing equipment and Maintenance Yard space for 20 years.

FINDINGS:

The LSPOA owns 80% of the heavy equipment stored in the LSCSD Maintenance Yard. Any yard rent charged by the LSCSD to the LSPOA will force the LSPOA to charge hourly rental fees for LSCSD's use of LSPOA equipment. These equipment rental fees could very easily exceed the yard rental fee and unnecessarily add a new financial burden to the LSCSD. Based on February/March usage, the LSCSD would have incurred a negative \$2100 cost. We also feel there is a substantial intrinsic value to the LSCD's available access to LSPOA's equipment with no maintenance costs. It is equivalent to having an on-site heavy equipment rental company at no charge to the LSCSD.

RECOMMENDATION:

We recommend that the LSCSD and the LSPOA continue the cooperative working relationship they have benefitted from for the last 20 years, with a nominal charge for use of the yard, (\$1/year), as required by law. LSCSD will continue to have full access to all LSPOA equipment at no charge to the LSCSD's qualified employees. Scheduling use of equipment will continue to be coordinated by LSPOA's G.M. A detailed agreement, as presented, needs to be reviewed by a neutral legal counsel so that we can continue our partnership business arrangement.

OPTIONS:

- 1) Approve the recommendation as presented.
- 2) Reject the recommendation as presented.
- 3) Amend the recommendation.

LAKE SHASTINA PROPERTY OWNERS ASSOCIATION

LAKE SHASTINA COMMUNITY SERVICES DISTRICT

MAINTENANCE YARD AGREEMENT

15440 Juniper Peak Rd.

Agreement is made at This Lake Shastina, Siskiyou County, California, on the last date written below, by and between LAKE SHASTINA PROPERTY OWNERS ASSOCIATION, ("LSPOA"), A California nonprofit corporation and LAKE SHASTINA COMMUNITY SERVICES DISTRICT, ("DISTRICT"), a California Public agency.

Recitals: LSPOA is required, pursuant to its recorded CC&Rs, Bylaws and Articles of Incorporation, to provide to its members and does so provide; maintenance of its roads, open space, drainage, green belts and community recreational facilities as a portion of the Lake Shastina common interest development. DISTRICT is authorized by law to provide municipal services including, water, sewer, Police and Fire.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. MAINTENANCE YARD:

- A. DISTRICT and LSPOA agree to jointly utilize, on a cost sharing basis, DISTRICT's Maintenance Yard and shop space. LSPOA agrees to provide their equipment, at no charge to DISTRICT for allowing LSPOA to store and maintain its equipment. LSPOA agrees to pay \$1 a year for use of yard in accordance with Government law.
- B. LSPOA's obligations shall include:
 - a. LSPOA shall properly maintain its equipment.
 - b. LSPOA shall provide its equipment to qualified DISTRICT operators.
 - c. LSPOA shall track and reimburse DISTRICT for use of all fuels, fluids and materials.
 - d. LSPOA shall be considered a "Renter" of maintenance yard and shop space.
 - e. LSPOA shall be responsible for any damage incurred to yard and shop space by any LSPOA employee.
 - f. LSPOA will not sublet or share maintenance yard or shop space with any other entity unless agreed to by DISTRICT.

C. DISTRICT's obligations shall include:

- a. DISTRICT shall be responsible for any damage to LSPOA equipment.
- b. DISTRICT shall maintain yard in keeping with industrial and state standards as required by law.
- c. DISTRICT shall provide maintenance yard and shop space access to authorized LSPOA personnel without restrictions.

2. PREVIOUS AGREEMENT SUPERCEDED

This agreement supersedes, cancels and replaces all previous Agreements between the parties on the same subject.

3. FAILURE TO PERFORM

In the event the DISTRICT substantially fails to perform any of the obligations covered by this AGREEMENT, which it is legally and financially capable of performing, LSPOA may, at its option, undertake the obligation not being performed. The remedy for said failure will be that the DISTRICT will be liable to LSPOA for the reasonable costs incurred by LSPOA to perform or complete an obligation that is in excess of costs that LSPOA would otherwise expect to pay. No action will be taken until LSPOA has notified DISTRICT in writing and allowed at least 30 days for DISTRICT to make appropriate corrections.

4. FACILITIES, EQUIPMENT AND SUPPLIES

The DISTRICT, in accordance with normal business practices, shall procure, provide and maintain all facilities, equipment and supplies necessary to fulfill its obligation under this agreement for the full enjoyment of both DISTRICT and LSPOA.

5. ASSUMPTION OF LIABILITY; INDEMNITY; INSURANCE.

- a. DISTRICT shall indemnify and defend LSPOA from liability for any act or omission alleged to have been committed by any officer, agent, or employee of DISTRICT in the course of DISTRICT's performance under this AGREEMENT.
- b. DISTRICT procures and maintains comprehensive public liability insurance, with coverage of not less than \$1,000,000 per occurrence, for any claims related to its activities, including those required of it under this AGREEMENT, and shall name LSPOA as an additional insured there under.
- c. LSPOA shall maintain liability insurance in accordance with the requirements of Civil Code Sections 1365.7 and 1365.9.

AMENDMENTS TO AGREEMENT

No amendments to this AGREEMENT shall be effective and enforceable unless the same is in writing and approved by the respective governing Boards of both parties.

6. LEGAL COUNSEL

Each party to this AGREEMENT may retain their own legal counsel.

7. ALTERNATIVE DISPUTE RESOLUTION

- a. In the event of any controversy, claim or dispute arising out of or relating to this AGREEMENT, or the breach, termination, enforcement, interpretation or validity thereof, including determination of the scope or applicability of this agreement to arbitrate, ("dispute"), the parties hereto shall use their best efforts to resolve their differences. To this effect, they shall consult and negotiate with each other in good faith and recognize their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

In the event the dispute is not resolved by formal negotiation within 30 days, (or any mutually agreed extension of time), of the first meeting between the parties, the case shall be referred to mediation.

The parties are free to select any mutually acceptable mediator. If the parties cannot agree, or have no particular choice of mediator, then a mediator will be chosen by the arbitration administrator of the Siskiyou County Superior Court.

The mediation process shall continue until the dispute is resolved or until the mediator provides the participants with a writing signed by the mediator stating that the mediation is terminated, or words to that effect, or a party provides the mediator and the other parties with a similar writing, or for 10 calendar days there is no communication between the mediator and any of the parties relating to the dispute. In the event that the dispute is not resolved by mediation as set forth above, then the parties will resort to arbitration before a sole arbitrator. If the parties cannot agree, or have no particular choice of arbitrator, then an arbitrator will be chosen by the arbitration administrator of the Siskiyou County Superior Court. The arbitrator's award shall be binding on the parties. Judgment on the award rendered by the arbitrator may be entered in any court jurisdiction thereof.

The provisions of subpart (a), shall not apply to any controversy which is filed in the Small Claims Court, nor shall it prohibit any party from seeking temporary or permanent injunctive relief in any court.

- a. The fees and expenses of the mediator appointed, pursuant to this section, shall be shared equally between the parties. The fees and expenses of the arbitrator shall initially be paid by the parties in equal shares, provided however, that the arbitrator shall award the same as recoverable costs to any party which the arbitrator determines to be the prevailing party.
- b. In any arbitration under this section, the parties shall be entitled to conduct discovery in the manner provided under the California Discovery Act.
- c. Any mediation and arbitration hearings, at which either of the parties is to make a personal appearance, shall be conducted within 100 miles of lake Shastina.

8. ATTORNEY'S FEES

The prevailing party in any action, including any arbitration, regarding or relating to this AGREEMENT, its enforcement, its breach, or its interpretation, shall recover its reasonable attorney's fees, expenses and costs. Said expenses and costs shall include the reasonable charges of any expert witnesses.

9. RECORDS

All correspondence, documents and other printed and electronic records of the LSPOA, or relating to the business of the LSPOA, to DISTRICT's services to LSPOA under this AGREEMENT, or to any service or material for which LSPOA shall be required to pay or to reimburse DISTRICT under this AGREEMENT, shall upon demand be made promptly available to inspection by any officer or agent of LSPOA, and copies thereof shall, within reasonable time after request, be provided without cost. Members of the LSPOA shall have access to its records in accordance with the requirements of Civil Code 1363.

10. COMPLIANCE WITH LAW

Each party shall comply with the provisions of the "Davis-Stirling Common Interest Development Act", (Civil Code 1350, et seq.), and with other applicable laws, ordinances and regulations, insofar as their obligations appear.

11. EFFECTIVE DATE

This AGREEMENT shall be effective on _____ and terminate _____

APPROVAL BY LAKE SHASTINA PROPERTY OWNERS ASSOCIATION

The foregoing was approved by the Board of Directors of the Lake Shastina Property Owners Association at a duly called meeting thereof held on, (*insert date*).

Dated: _____

James Durden, LSPOA President

Dated: _____

Christine Daleiden, LSPOA Secretary

APPROVAL BY LAKE SHASTINA COMMUNITY SERVICES DISTRICT

The foregoing was approved by the Board of Directors of the Lake Shastina Community Services District at a duly called meeting therefore held on, (*insert date*).

Dated: _____

Michael Graves, CSD President

Dated: _____

Karl Drexel, CSD Secretary



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

TO: LSCSD BOARD OF DIRECTORS

MEETING DATE: April 19, 2017

FROM: LSCSD/LSPOA working Relationship Committee

SUBJECT: FINAL REPORT/RECOMMENDATION TO THE BOARD

RE: ADMINISTRATION BUILDING

Many hours of research in the LSCSD and LSPOA archives have revealed documents, meeting minutes, financial statements and ledgers that verify the financing of the Administration Building, (aka Civic Services Building). Based on these findings, we present the following:

BACKGROUND:

The future of LSPOA's occupation of the Administration Building has been in question since the non-renewal of their agreement with the LSCSD, and the direction to separate the two entities. The committee was tasked with determining a resolution that was suitable.

FINDINGS:

The overview of information submitted to the LSCSD Board at the March meeting was a chronological compilation of many documents showing monies paid by the LSPOA for a 28.3% "Ownership Interest" in the construction and use of the "New Modern Civic Services Building" in 1997. It is clearly defined in an unsigned agreement, that six years later, the LSCSD requested that the LSPOA exchange

their financial interest for “rent in advance” for a 20 year period. Closed session meetings by both parties included an agenda item, “Administration Building Lease”. No report or action taken was documented or any signed agreement resulted from these meetings. There has been no action since to secure any form of lease or indication that the LSPOA was willing to relinquish its financial interest. Since that time, the LSPOA has acted as more than a 28.3% partner by contributing 50% to the overhead costs of the building.

RECOMMENDATION:

Without any signed agreement the committee has concluded and recommends that the LSCSD acknowledge the original intent of offering the LSPOA ownership in the construction and use of the building in exchange for LSPOA’s financial contribution of \$127,000.00. This partnership needs to come to a conclusion with the appropriate legal processes to secure and solidify the LSPOA’s ownership interest as originally agreed to. The detailed agreement needs to be drawn up by a neutral legal counsel as we agree to continue our partnership with regards to the Administration Building.

OPTIONS:

- 1) Approve the recommendation with direction to seek an independent legal counsel.
- 2) Modify the recommendation.
- 3) Reject the recommendation.



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

TO: LSCSD BOARD OF DIRECTORS
MEETING DATE: April 19, 2017
FROM: Director Rita MacIntosh
LSCSD/LSPOA Working Relationship Committee Member
SUBJECT: FINAL REPORT / RECOMMENDATION TO THE BOARD,
RE: OFFICE STAFFING

LSCSD is a small government agency with limited resources. Therefore, the partnership with LSPOA has been financially beneficial to LSCSD.

BACKGROUND:

The LSCSD and LSPOA have been working together with respect to the office staff, sharing expenses and work load.

FINDINGS:

If LSCSD and LSPOA continue to work together we will be able to keep well trained, experienced and cross trained staff. There is no conflict with the union or CalPers for a public and private agency to be working together, specifically when it benefits LSCSD financially.

LSCSD has benefitted by the LSPOA paying 50% of staff costs and benefits including CalPers. LSPOA has paid 50% of shared utilities and office expenses which in 14/15 fiscal year cost LSCSD \$14,551 and these costs will continue to rise.

There is no cost benefit to LSCSD and LSPOA splitting.

RECOMMENDATION:

We recommend the LSCSD and LSPOA continue this business relationship in sharing office staff and expenses. This will benefit the LSCSD by keeping costs down. A detail agreement should be reviewed as presented by neutral legal counsel to continue our partnership business agreement with regards to the office staff.

The Board can vote:

- 1) Approve the recommendation as presented
- 2) Reject the recommendation as presented
- 3) Modify the recommendation.

LAKE SHASTINA PROPERTY OWNERS ASSOCIATION

LAKE SHASTINA COMMUNITY SERVICES DISTRICT

ADMINISTRATIVE OFFICE STAFF AGREEMENT

This Agreement is made at Lake Shastina, Siskiyou County, California, on the last date written below, by and between LAKE SHASTINA PROPERTY OWNERS ASSOCIATION, ("LSPOA"), A California nonprofit corporation and LAKE SHASTINA COMMUNITY SERVICES DISTRICT, ("DISTRICT"), a California Public agency.

Recitals: LSPOA is required, pursuant to its recorded CC&Rs, Bylaws and Articles of Incorporation, to provide to its members and does so provide; maintenance of its roads, open space, drainage, green belts and community recreational facilities as a portion of the Lake Shastina common interest development. DISTRICT is authorized by law to provide municipal services including, water, sewer, Police and Fire to the LSPOA.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. OFFICE AND STAFF:

- A. DISTRICT and LSPOA agree to jointly utilize, on a cost sharing basis, DISTRICT's secretarial and administrative staff, as well as its office equipment. All management and staff shall be employees of the DISTRICT. DISTRICT shall employ persons who are sufficient in number and adequately trained and supervised to perform its obligations hereunder to the LSPOA, as follows :
 - a. Collection of LSPOA accounts receivable.
 - b. Payment of LSPOA accounts payable.
 - c. Preparation, through the use of appropriate professionals, of periodic financial reports and reviews for LSPOA.
 - d. Preparation of meeting agendas, minutes of meetings, membership registries and other corporate and financial records.
 - e. Preparation of LSPOA budgets.
 - f. LSPOA litigation support.
 - g. Negotiation and preparation of contracts, (including insurance), with outside suppliers and service providers, as requested and directed by the LSPOA.
 - h. Prepare publications, including financial and other corporate records and legally required information.
 - i. LSPOA transfers of Membership.
 - j. Assistance to appropriate professionals in the regard to the preparation of LSPOA tax-returns and related filings.
 - k. LSPOA filings and reports to government agencies insofar as related to the other obligations covered by this agreement.
 - l. Provide bookkeeping and accounting services for LSPOA bank accounts.

- m. Upon request of the LSPOA Board, provide such assistance as may be needed to conduct and certify annual and special elections.
- n. LSPOA agrees to exhibit A for division of expenses.

In addition to the above, nothing in this Agreement shall prohibit the LSPOA from retaining, at its cost, the services of such consultants and licensed professionals and contractors as the LSPOA Board may from time to time deem appropriate to assist in carrying out its obligations.

2. PREVIOUS AGREEMENT SUPERCEDED

This agreement supersedes, cancels and replaces all previous Agreements between the parties on the same subject.

3. FAILURE TO PERFORM

In the event the DISTRICT substantially fails to perform any of the obligations covered by this AGREEMENT, which it is legally and financially capable of performing, LSPOA may, at its option, undertake the obligation not being performed. The remedy for said failure will be that the DISTRICT will be liable to LSPOA for the reasonable costs incurred by LSPOA to perform or complete an obligation that is in excess of costs that LSPOA would otherwise expect to pay. No action will be taken until LSPOA has notified DISTRICT in writing and allowed at least 30 days for DISTRICT to make appropriate corrections.

4. FACILITIES, EQUIPMENT AND SUPPLIES

The DISTRICT, in accordance with normal business practices, shall procure, provide and maintain all facilities, equipment and supplies necessary to fulfill its obligation under this agreement for the full enjoyment of both DISTRICT and LSPOA.

5. ASSUMPTION OF LIABILITY; INDEMNITY; INSURANCE.

- a. DISTRICT shall indemnify and defend LSPOA from liability for any act or omission alleged to have been committed by any officer, agent, or employee of DISTRICT in the course of DISTRICT's performance under this AGREEMENT.
- b. DISTRICT procure and maintain comprehensive public liability insurance, with coverage of not less than \$1,000,000 per occurrence, for any claims related to its activities, including those required of it under this AGREEMENT, and shall name LSPOA as an additional insured.
- c. LSPOA shall maintain liability insurance in accordance with the requirements of Civil Code Sections 1365.7 and 1365.9.

6. AMENDMENTS TO AGREEMENT

No amendments to this AGREEMENT shall be effective and enforceable unless the same is in writing and approved by the respective governing Boards of both parties.

7. LEGAL COUNSEL

Each party to this AGREEMENT may retain their own legal counsel.

8. GENERAL MANAGER(S)

Each organization may incorporate the services of a General Manager with each striving to work cooperatively in achieving the obligations set forth by this AGREEMENT. Each entity will have the sole responsibility of hiring their own General Manager under the processes legally accepted by their individual guidelines, regulations and codes and will not interfere with the daily operation of the others business, unless asked to do so by a majority vote of both Boards.

9. ALTERNATIVE DISPUTE RESOLUTION

- a. In the event of any controversy, claim or dispute arising out of or relating to this AGREEMENT, or the breach, termination, enforcement, interpretation or validity thereof, including determination of the scope or applicability of this agreement to arbitrate, ("dispute"), the parties hereto shall use their best efforts to resolve their differences. To this effect, they shall consult and negotiate with each other in good faith and recognize their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. In the event the dispute is not resolved by formal negotiation within 30 days, (or any mutually agreed extension of time), of the first meeting between the parties, the case shall be referred to mediation. The parties are free to select any mutually acceptable mediator. If the parties cannot agree, or have no particular choice of mediator, then a mediator will be chosen by the arbitration administrator of the Siskiyou County Superior Court. The mediation process shall continue until the dispute is resolved or until the mediator provides the participants with a writing signed by the mediator stating that the mediation is terminated, or words to that effect, or a party provides the mediator and the other parties with a similar writing, or for 10 calendar days there is no communication between the mediator and any of the parties relating to the dispute. In the event that the dispute is not resolved by mediation as set forth above, then the parties will resort to arbitration before a sole arbitrator. If the parties cannot agree, or have no particular choice of arbitrator, then an arbitrator will be chosen by the arbitration administrator of the Siskiyou County Superior Court. The arbitrator's award shall be binding on the parties. Judgment on the award rendered by the arbitrator may be entered in any court jurisdiction thereof.

- b. The provisions of subpart (a), shall not apply to any controversy which is filed in the Small Claims Court, nor shall it prohibit any party from seeking temporary or permanent injunctive relief in any court.
- c. The fees and expenses of the mediator appointed, pursuant to this section, shall be shared equally between the parties. The fees and expenses of the arbitrator shall initially be paid by the parties in equal shares, provided however, that the arbitrator shall award the same as recoverable costs to any party which the arbitrator determines to be the prevailing party.
- d. In any arbitration under this section, the parties shall be entitled to conduct discovery in the manner provided under the California Discovery Act.
- e. Any mediation and arbitration hearings, at which either of the parties is to make a personal appearance, shall be conducted within 100 miles of lake Shastina.

10. ATTORNEY'S FEES

The prevailing party in any action, including any arbitration, regarding or relating to this AGREEMENT, its enforcement, its breach, or its interpretation, shall recover its reasonable attorney's fees, expenses and costs. Said expenses and costs shall include the reasonable charges of any expert witnesses.

11. RECORDS

All correspondence, documents and other printed and electronic records of the LSPOA, or relating to the business of the LSPOA, to DISTRICT's services to LSPOA under this AGREEMENT, or to any service or material for which LSPOA shall be required to pay or to reimburse DISTRICT under this AGREEMENT, shall upon demand be made promptly available to inspection by any officer or agent of LSPOA, and copies thereof shall, within reasonable time after request, be provided without cost. Members of the LSPOA shall have access to its records in accordance with the requirements of Civil Code 1363.

12. COMPLIANCE WITH LAW

Each party shall comply with the provisions of the "Davis-Stirling Common Interest Development Act", (Civil Code 1350, et seq.), and with other applicable laws, ordinances and regulations, insofar as their obligations appear.

13. DISTRICT NOT A MANAGING AGENT

It having been agreed between the parties that the LSPOA will continue to exercise control over its assets, including all of its financial accounts, and that the DISTRICT will not do so, the DISTRICT is not deemed to be a "managing agent" as that term is defined in Civil Code S 1363.1 (b).

14. ACCESS TO LSPOA PROPERTIES

LSPOA shall, during the term of this AGREEMENT, continue to maintain ownership and ultimate control over all of its real and personal property, but the DISTRICT shall have access to, and use of the same, insofar as reasonably necessary or appropriate to perform its obligations under this AGREEMENT.

ACCOUNTS

The funds of the LSPOA shall be deposited and held in the following manner:

a. Accounts Receivable.

LSPOA and the DISTRICT shall have their own separate accounts for the purpose of day to day business.

b. Accounts Payable.

Accounts payable shall be disbursed from checking accounts held separately by the DISTRICT and the LSPOA.

15. EFFECTIVE DATE

This AGREEMENT shall be effective on _____ and terminate _____

APPROVAL BY LAKE SHASTINA PROPERTY OWNERS ASSOCIATION

The foregoing was approved by the Board of Directors of the Lake Shastina Property Owners Association at a duly called meeting thereof held on, *(insert date)*.

Dated: _____

James Durden, LSPOA President

Dated: _____

Christine Daleiden, LSPOA Secretary

APPROVAL BY LAKE SHASTINA COMMUNITY SERVICES DISTRICT

The foregoing was approved by the Board of Directors of the Lake Shastina Community Services District at a duly called meeting therefore held on, *(insert date)*.

Dated: _____

Michael Graves, CSD President

Dated: _____

CSD Secretary

EXHIBIT A

PART 1. Administration Office

Materials and Supplies

1. When used for the LSPOA, that entity shall pay 100% of the cost.
2. When used by LSCSD and LSPOA, each entity shall pay 50% of the cost.

Equipment and Services

1. When used by the LSPOA only, that entity shall pay 100% of the cost.
2. When used by the LSCSD and LSPOA, each entity shall pay 50% of the cost, including, Postage Machine, Folding Machine, Telephone, Garbage, Computers, etc.

PART 2.

Staff Services

1. When LSCSD Staff is utilized by the LSPOA, that entity shall pay 100% of the employee cost calculated at an hourly rate to include hourly pay rate, employer taxes and workers comp costs, employee insurance and pension benefits costs and leave accruals. Employee benefits shall include CalPERS pension, medical, dental, vision and life insurance as approved by LSCSD and Teamsters MOU. The LSCSD will keep track of hours used and will bill the LSPOA accordingly.

PORTION OF BLOCK 2
JUNIPER VALLEY
TRACT NO. 1079

Tax Area

PAGE 07

N OF BLOCK
PER VALLEY
T NO. 1079

BOOK 108
PAGE

BOOK 08 PAGE 1

1

NOTE: This map is for assessment purposes only and is not for the intent of interpreting legal boundary rights, zoning regulations and/or legality of land division laws.

RECORDED IN T.M.B. 6 Pg. 86
ON FEB. 28, 1979

CAD/LAC

Siskiyou County Assessor's Office
May 1979
AutoCAD 2000

R.S.B. 9 Pg. 151-154
BIG SPRINGS ROAD

PAGE 77

M. S.

N 85° 40'

54-02

51

LSPDA
CSD

PINEHILL RD.

Culvert

FIRE/POLICE
STATION

Found in
1988 paperwork

SEWER
LINE

NEW ROAD

LAKE SHASTINA DR.

Lawn

Rock Wall

FUTURE
ADMIN.
BLDG.

LSPDA
EASEMENT
(0.68 Ac.)

LSPDA
CSD

0 50' 100'

SCALE: 1" = 50'

N

COUNTY ROAD EASEMENT

BIG SPRINGS RD.

CONSULTING STRUCTURAL ENGINEER
JAMES GRAY P.E.
4616 N. Old Stage Road
Mt. Shasta, Ca. 96067
Tel. 916 926-5870
Cal. CE 23853

ENGINEERING
Structural Analysis & Design

January 2, 1996

OWNER - ENGINEER AGREEMENT (Continued)

It is agreed the basis for payment for the above work will be predicated as follows:


TOTAL FEE \$12,000.00

Payment of the above fee shall be on the following schedule:

INITIAL RETAINER FEE (16%)	1,920.00	539.72
PRELIMINARY PLANS APPROVED (28%)	3,360.00	944.49
FINAL WORKING DRAWINGS COMPLETE (33%)	3,960.00	1113.14
SPECIFICATIONS AND BID DOCUMENTS COMPLETE (16%)	1,920.00	539.72
REVIEW OF SUBMITTALS AND BUILDING ACCEPTED (7%)	840.00	236.13

If this proposal Bid meets with your approval, please sign one copy and return it with the above mentioned retainer fee.

RESPECTFULLY SUBMITTED:


JIM GRAY P.E.


DOUGLAS R. FRAZEE, Designer Associate

ACCEPTED FOR C.U.C. COMMITTEE

BY: _____	DATE: _____
BY: _____	DATE: _____
BY: _____	DATE: _____
BY: _____	DATE: _____
BY: _____	DATE: _____
BY: _____	DATE: _____

JG/mjf

PAGE 2 of 2

mb

COMMUNITY UNIFICATION COMMITTEE
M I N U T E S
LAKE SHASTINA FIRE/POLICE STATION
JANUARY 9, 1996

I. CALL TO ORDER: Chairman John Britt opened the meeting at 10:03 a.m. Present were committee members Les Coplan, Myron Everhart, Jim Gregg, Russ Johnson, Bill Kalagorgevich, Mary Krolak, Hank Seegelken, Linda Sobkowsky, Administrator Bob Bare and Recording Secretary Norm Ellis. Guests present were Architects Ray Bernier, Cheryl Hanson and Designer Associate Doug Frazee. Members absent were: Bert Ashby, Jack Dean and Laura Eilerts.

II. APPROVAL OF MINUTES - Minutes of special meeting held December 5, 1995, were approved as presented.

III. COMMITTEE REPORTS:

A. Modern Civic Services Building. Chairman Britt reported that four bids had been received and were opened at 2:00 p.m. on 1/8/96. Member Bill Kalagorgevich reported that the bids were:

Raymond L. Bernier, Architect	Lic. #C16447	\$ 8,500
James Gray, P.E., Consulting Structural Engineer	Cal. CE 23853	\$12,000
w/Doug Frazee, Designer Associate		
Darrell J. Jackson, Architect		\$16,500
Cheryl A. Hanson, Architect		\$21,000

Member Bill Kalagorgevich stated that a formula is needed to ensure the correct wording and legality of the proposed contract. He also stated that the CUC is strictly an Advisory Committee which can only recommend items to the individual boards.

Chairman Britt reported that, due to recent legal action, an agreement has been reached with Superior Court Judge Robert Kaster that no expenses can be incurred by the MWC before January 22, 1996, and that a contract cannot be awarded until then at the minimum. Chairman Britt explained the recent lawsuit and what the lawsuit entails.

Chairman Britt informed the committee that according to Jay Lofthouse, architect who bid on preliminary design and is not permanently in area, that full A&E services estimate standard is 7%. Jay would bid 5% since the architect will not be the construction administrator (Myron Everhart will oversee the construction superintendent) which would, for example, decrease a bid on a \$400,000 project by \$5,000. Chairman Britt indicated that \$15,000 was mentioned as a reasonable bid, this is strictly his own opinion. The architect will approve shop drawings and do some consulting.

Member Les Coplan moved that the CUC recommend to the Lake Shastina Community Services District Board of Directors that CSD shall proceed, post

haste, to obtain a Use Permit from Siskiyou County. Member Myron Everhart seconded and motion carried unanimously. Member Everhart also moved that the Building Committee review legal counsel's proposed lease documents and submit a final proposal to present to both the CSD and MWC boards. Member Jim Gregg seconded and motion carried unanimously. Member Mary Krolak desires to ensure that a clause is included wherein that if the new Civic Services building is not built, easement reverts back to LSPQA on the 3-1/2 acres designed for that building.

Since it is the first time the committee has been exposed to a selection of this type, the members desired to know steps to be taken in selecting an architect and requested interviews to ensure that all bidders and committee members understand the proposed contract in question. Member Krolak requested the individual bidders provide their input.

Ray Bernier stated that due to this bid not being restricted to architects only caused him to lower his bid to the lowest possible estimate. His business is totally computerized which aids greatly in reducing the overall cost. Later he stated that if bids had gone to architects only, his proposal would have been closer to that of Cheryl Hanson's.

Cheryl Hanson stated that when she read the packet, she believed that it was for full services; shop drawings, consultations, inspections, county liaison, etc. and bid accordingly. She stated her fee was based on 7% of construction cost estimate then less 5% due to preliminary design having already been accomplished. She desires a full service contract and wants timing and schedule information.

Chairman Britt explained that a number of volunteers have submitted their names to aid in both construction and site preparation work and that it is anticipated that a lot of work could possibly be accomplished in-house.

Member Jim Gregg asked for backgrounds on the bidders. All agreed to submit resume information by NLT 1/18/96.

Cheryl Hanson's business presently consists of herself (the licensed architect), an unlicensed employee who is testing this year and one clerical person. She graduated from the University of Illinois.

Ray Bernier stated he has his computer and himself. He has 35 years in the profession. Graduated from San Diego State University and has taken numerous ICS courses.

Doug Frazee reported that Jim Gray is a Structural Engineer who retired from Kaiser and moved to this area approximately one year ago. Mr. Gray has a "world" of background. Mr. Frazee has over 20 years of experience and can accomplish anything a licensed architect can do. He graduated from Berkeley with an Environmental Design background. He has been involved as inspector, quality control, purchasing agent and builder in his past.

Member Jim Gregg asked the bidders of their expectations regarding the bid & selection process.

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AB

MINUTES LAKE SHASTINA CIVIC SERVICES OFFICE FEBRUARY 6, 1996

I. **CALL TO ORDER:** Chairman John Britt called the meeting to order at 10:00 a.m. Present were committee members Bert Ashby, Les Coplan, Jack Dean, Laura Eilerts, Myron Everhart, Jim Gregg, Russ Johnson, Mary Krolak, Bill Kalagorgevich and Linda Sobkowsky, Administrator Bob Bare and Recording Secretary Norm Ellis. Architect Ray Bernier was also present.

II. **APPROVAL OF MINUTES OF JANUARY 9, 1996 MEETING:** Chairman Britt noted the meeting was conducted at the Civic Services Office and not the Fire/Police Station. Also, he pointed out that Jay Lofthouse was not bidding on the final design, but Jay indicated that, generally, architects allow 5% for the construction administration portion of a contract. Both of these items are to be corrected in the previous minutes and minutes were approved as modified.

III. COMMITTEE REPORTS.

A. **Modern Civic Services Building.** Subcommittee Chairman Bill Kalagorgevich briefed the following. At and since the last meeting, all the bidders on the final architectural design of the new building were requested to furnish additional information giving examples of previous projects, references, etc. All of them did so and their information was reviewed by the committee subsequent to the last meeting. Bill Kalagorgevich read the bid quotes which had been received, which are as follows: Ray Bernier - \$8,500; James Gray/Doug Frazee - \$12,000; Darrell Jackson - \$16,500; Cheryl Hanson - \$21,000. Bill also explained the governmental architectural guidelines which Architect Cheryl Hanson recently provided. Member Jim Gregg stated he had recently talked with another local architect who dealt with the government and that architect stated it was normal for the government to eliminate both the high and low bids during reviews and concentrate on the middle bidders. He explained why the high and lows were eliminated. Bill Kalagorgevich explained his own perception and formula for establishing weights to various factors such as amount bid, work experience, recommendations from owners of completed projects, etc. Architect Ray Bernier was asked for his input, which he stated.

Member Les Coplan moved that the selection of the nominee for the final architectural design to be submitted to all respective boards at their next regular meetings be conducted by secret ballot. Member Russ Johnson seconded and motion carried unanimously. Ballots were then handed out to all committee members. When all voting was completed, ballots were passed to Administrator Bare which were then placed into a hat. Chairman Britt selected each ballot and read the results, which were

recorded by Recording Secretary Ellis and Administrator Bare. The result was unanimously in favor of selecting James Gray/Doug Frazee as the nominee. Upon completion of the ballot, Architect Ray Bernier departed the meeting.

The committee requested the staff send letters to all the bidders on the project, stating the results and that they can return the plans to the Civic Services Office and obtain a refund of their \$20 deposit.

Member Jim Gregg stated that local architects Ralph Reid and Carlos Valdez have volunteered to look over the plans as submitted. This consultant concept will be passed to Doug Frazee for any comments he may have. Other members indicated that they thought that this type of a "check & balance" system was a good idea.

Chairman Britt stated a new contract needs to be initiated with the successful bidder. Bill Kalagorgevich reported that he is working on this issue, however, nothing will be finalized until each and every board has approved the selectee. Items will be placed on each board's respective agendas to hire an architect and to share in the costs of same. Breakdown is: CSD & MWC = 33-1/3% each; LSPOA = 28.11%; RHCA = 5.22%.

B. Lake Water Level. Member Russ Johnson reported he recently talked with Montague Water Conservation District. They measure lake levels every week and last Wednesday's measurement reflected 31,500 acre feet out of 50,000 acre feet total capacity. (MWCD was sending us weekly reports; they have been sporadic since last November.) The MWCD sold a total of 15,000 acre feet of water last year; this is above what their normal water shareholders used. MWCD plans on selling 16,000 acre feet this year. Approximately 4,000 acre feet was lost due to evaporation and seepage last year. They have three miles of their irrigation canal gunnited at a cost of \$24.00/foot. They plan on accomplishing more gunniting this Spring and next Fall. The committee asked what the selling cost per acre foot is, and, can Lake Shastina possibly buy water to keep the lake level up? Russ Johnson stated that the MWCD meets the second Thursday of each month at 7:30 p.m. in their office in Montague. He is unable to make those meetings on those dates due to previous long term commitments. Administrator Bare reported that he does plan on attending the next one. Further discussion ensued regarding both the Parks Creek diversion and the Eddy Creek (China/Yreka Ditch), but nothing specific was reported.

Russ also stated that his research of the law library at the County Courthouse failed to reveal anything specific regarding Lake Shastina's water rights. He did find that any unauthorized person changing the direction of water flow

LAKE SHASTINA PROPERTY OWNERS ASSOCIATION
&
RANCHO HILL COMMUNITY ASSOCIATION
COMBINED MEETING MINUTES

OCTOBER 9, 1996 / COMMUNITY CENTER / 2 PM

*Cindy
Petition to Court
to reduce \$/ood
Cap on Cap
Improvement*

CALL TO ORDER AND ROLL CALL: The first combined meeting of LSPOA and RHCA was called to order by LSPOA President Mary Krolak at 2:05 p.m. Present were LSPOA Directors Norm DeNardo and Ted Moore. RHCA Directors present were President Russ Johnson and Directors Mary Noesen and Mary Krolak. Absent were LSPOA Directors Linda Sobkowsky and Barbara Reid and RHCA Directors Al Brezinsky and Ken Gibson. A quorum was satisfied for both Boards. Also attending were Administrator Bare, Supt. Of Public Works Lea, and Recording Secretary Dodi Dickson. Representatives from the Community Unification Committee present were John Britt and Jim Gregg. Guest speakers attending were Accountant Keith Anderson and CPA Lynn Teuscher. There were twelve members of the public present in the audience.

PLEDGE OF ALLEGIANCE: The congregation stood for the Pledge of Allegiance.

APPROVAL OF AGENDA: Administrator Bare asked that agenda item (H) under New Business; Sabrina Swift, be moved up on the agenda. Guest speaker Lynn Teuscher was moved up as well. Director Moore moved, duly seconded by Director DeNardo to approve the agenda as revised. Upon vote, the motion carried.

APPROVAL OF MINUTES: (9/10, RHCA — 9/11, LSPOA) RHCA Director Noesen moved, duly seconded by Director Krolak to approve minutes. Upon vote, the motion carried. LSPOA Director Moore moved, duly seconded by Director DeNardo to approve minutes. Upon vote, motion carried.

PUBLIC COMMENTS: There were no comments at this time.

CORRESPONDENCE: LEGAL DIGEST, SEPTEMBER/OCTOBER 1996, RESERVES: INVESTMENT AND PROTECTION OF FUNDS — AND BOARD LIABILITY, by reference incorporated herein.

SABRINA SWIFT was introduced and asked the Boards for authorization to use the Community Center, Monday through Friday from 6 -- 7 p.m., for an exercise class. Sabrina is a certified aerobics instructor holding a first aid card and has experience teaching a wide variety of exercise work-out classes. The Board thanked Sabrina and tabled the item until later in the meeting.

501 (c) (4) TAX STATUS; LYNN TEUSCHER, was introduced by President Krolak. Lynn explained tax filing for POA's and some of the different advantages of filing a nonprofit (exempt) status. By filing under the 501 c4 status, the POA's receive substantial savings of tax dollars and become eligible to apply for foundation grants. President Krolak reported the LSPOA had already voted "yes" on filing their taxes under the 501 c4 status at a special workshop held on 8/15/96. RHCA President Russ Johnson asked if there was a motion for RHCA to also file 501 c4 status. Director Krolak moved, duly seconded by Director Noesen to approve RHCA to file under the 501 c4 status. Upon vote, the motion carried.

TREASURER'S REPORT: CASH DISBURSEMENTS FOR SEPTEMBER 1996; by reference incorporated herein.

BOAT DOCK FOR RANCHO HILL, (DIRECTOR GIBSON): tabled until next meeting.

DINIUS VS. RHCA, CORRESPONDENCE DATED 9/10/96 FROM ATTORNEY WINSTON, by reference incorporated herein.

NEW BUSINESS: PETITION TO REDUCE REQUIRED VOTING PERCENTAGE IN BY-LAWS: by reference incorporated herein. Motion made by RHCA Director Noesen to have Attorney Winston petition the Court to forgive the \$1,000 limitation on capital improvement. Director Krolak seconded and upon vote, motion carried.

NEW MODERN CIVIC SERVICES BUILDING & AGREEMENTS; FINANCING OF BUILDING/INPUT BY ATTORNEY WINSTON; by reference incorporated herein.

AGREEMENT TO SELL AND PURCHASE REAL PROPERTY AND IMPROVEMENTS; by reference incorporated herein. A motion by Director Moore to approve the concept to Sell and Purchase Real Property and Improvements, duly seconded by Director DeNardo. Upon vote motion carried.

RHCA President Johnson asked if there was a motion for RHCA to also approve the concept to Sell and Purchase Real Property and Improvements. Upon vote, motion carried.

BUILDING DESIGN AND STATUS; COSTS OF ARCHITECTURAL REDESIGN BY DOUG FRAZEE. Director DeNardo moved, duly seconded by Director Moore for LSPOA to approve paying their portion (28%) of the \$6,000 redesign costs for the new Civic Services Building. Upon vote, motion carried.

RHCA Director Noesen moved, duly seconded by Director Krolak to approve paying RHCA's portion (5.28%) of the \$6,000 redesign costs for the new Civic Services Building. Upon vote, motion carried.

CLOSING OF CIVIC SERVICES OFFICE FROM NOON TO 1 P.M. LSPOA Director Moore moved, duly seconded by Director DeNardo to close the Civic Services Office between the hours of 12 noon to 1 p.m., employees to observe the ½ hour lunch break. Upon vote, motion carried.

RHCA Director Noesen moved, duly seconded by Director Krolak to close the Civic Services Office between the hours of 12 noon to 1 p.m., employees to observe the ½ hour lunch break. Upon vote, motion carried.

VACANCY ON CSD BOARD; Administrator Bare reported Letters of intent for new CSD Board member should be in by November 1, 1996. The vacancy will be left open until after the election, at that time the Board of Supervisors will appoint both incumbent Directors (Wallace and Coplan) who ran unopposed. After the appointment the CSD Board will meet to discuss replacing Mr. Coplan.

CHICO STATE MASTERS DEGREE STUDENT, MIKE ERSO; LSPOA Director DeNardo moved, duly seconded by Director Moore for LSPOA Board to pay their share of the \$1,000 total to grad student Mike Erso to help with expenses incurred while performing a master plan study of governmental alternatives for Lake Shastina. Upon vote, motion carried.

RHCA Director Noesen moved, duly seconded by Director Krolak for RHCA Board to pay their share of the \$1,000 total to grad student Mike Erso to help

LAKE SHASTINA
PROPERTY OWNERS ASSOCIATION

BOARD AGENDA
FEBRUARY 14, 1996

CALL TO ORDER AND ROLL CALL

DeNARDO ✓ JAMES ✓ KROLAK ✓ MOORE ✓ SOBKOWSKY ✓

II. PLEDGE OF ALLEGIANCE ACTION

III. APPROVAL OF AGENDA ACTION

CONSENT AGENDA:

- a. All informational items on this agenda and marked with an asterisk, or added hereto, shall be introduced by title only, and the full reading thereof is hereby waived. (This item required unanimous consent of all board members present.)

IV. APPROVAL OF MINUTES OF 1/10/96 REGULAR MEETINGS ACTION

V. PUBLIC COMMENTS: This is an opportunity for members of the public to address the Board on subjects within its jurisdiction, whether or not on the agenda for this meeting. The Board reserves the right to reasonably limit the length of individual comments, and/or the total amount of time allotted to public comments. For items which are on this agenda, speakers may request that their comments be heard instead at the time the item is to be acted upon by the Board. The Board may ask questions, but may take no action during the Public Comment portion of the meeting, except to direct staff to prepare a report, or to place the item on a future agenda.

SPEAKERS: Please state your name and mailing address to that Staff can respond to you in regards to your comments, or provide you with information, if appropriate.

VI. CORRESPONDENCE

- A. California North Chapter's 1996 February Luncheon, Preserving, Protecting & Enhancing Your Community Association, Thursday 2/15/96, 11:30 a.m. - 1:30 p.m., Sacto \$18.00 INFO/ACTION
- * B. Community Living of California Jan/Feb '96 Article, New Rules Changing Community Association's Mode of Operation INFO
- * C. CLAC Continues Fight Against Assessment-collecting ADR INFO
- D. CAI-CLAC Legislative Fax & E-Mail Network INFO/ACTION

VII. REPORTS

- A. Financials, Administrator Bare
- * 1. Cash Disbursements for January 1996 INFO
- * 2. Budget Comparison & Balance Sheet for Periods Ending 12/31/95 & 1/31/96 (Latter to be distributed when available) INFC
3. Cash Flow Report dated 2/8/96 INFO/ACTION
- B. ECC Report, Chairman DeNardo, 1/18/96 Draft Minutes INFC
1. Approval of ECC Recommendation to Appoint Ginnie Van Heusen & Bill Sobkowsky as ECC Alternate Members ACTION
2. Dillen - Refund of Fees
- C. Activities Committee, Phyllis Searle INFC
- D. Community Unification Committee, Minutes of 01/9/96 Meeting INFC
1. New Civic Services Building
- a. Use Permit Application INFC
- b. Hire James Gray/Doug Frazee for Final Design Architectural Services for \$12,000 ACTION
- c. Share Final Design Expenses ACTION
- LSPOA Total Share = \$3373.20

A Potluck Dinner is being planned for this month in honor of St. Patrick's Day. Please contact Lyla Gregg, Earlene Moran or Barbara La Volpa for determining what to bring or whether to help in chores. Please plan to attend the Potluck on March 8 @ 6:00 p.m. at the Community Center.

D. Community Unification Committee, 1/9/96 Minutes, by reference incorporated herein. Director Sobkowsky reported on the following:

I. **New Civic Services Building.**

a. Use Permit Application was applied for and is by reference incorporated herein. Again, a Public Hearing will be held on March 6, 1996, @ 9:00 a.m. at the Miner's Inn Convention Center in Yreka.

b. Hire James Gray/Doug Frazee for Final Design Architectural Services for \$12,000, by reference incorporated herein.

c. Share Final Design Expenses, LSPOA Total Share = \$3,373.20, breakdown is by reference incorporated herein.

After discussion, Director DeNardo moved to accept the CUC recommendation of items b. and c. above as a blanket motion. Director James seconded and motion, upon vote, carried unanimously.

d. Discuss/Approve Making of Sign Indicating Future Site of New Building. Administrator Bare explained that several community members would like to see such a sign. The board agreed to the concept of having such a sign made if done by donation. Cindy Rossi volunteered her mother, an experienced signmaker, to paint the sign. (Proposal was later agreed to by Mrs. Rossi. Only material and paint to be supplied by Lake Shastina. See other boards' minutes.)

E. Public Works, Public Works Supt. Lea

1. Drainage Update. Public Works Supt. Lea reported that no reply has been received regarding the drainage problem at Driftwood Lane. He also suggested that a prioritized drainage project list including individual cost estimates be drawn up for board approval. The board recommended checking the Reserve Data Analysis study and set up a workshop for discussion of drainage areas.

2. Centerline Striping Update. Public Works Supt. Lea reported that this project is completed and that cost was approximately three times higher than when the County last did it. County Board Supervisor Bill Hoy is investigating to see if County can again be contracted in the future.

3. Boat Dock Update: Public Works Supt. Lea and Administrator Bare researched the public boat ramp at the south end of the lake which the county installed a few years ago. The foot ramp consists of concrete steps which are approximately 10 feet long built adjacent to the boat ramp. Administrator Bare briefed regarding his findings of military surplus



Lake Shastina Property Owners Association

15440 Juniper Peak Road, Weed, CA 96094

(916) 938-3281 FAX (916) 938-3281

March 4, 1996

SISKIYOU COUNTY PLANNING DEPARTMENT
P. O. BOX 1085
YREKA, CA 96097

RE: UP-96-01

Gentlemen:

The Directors of the Lake Shastina Property Owners Association unanimously support the application from the Lake Shastina Community Services District for a use permit to construct a public office building at the south-west corner of Big Springs Road and Lake Shastina Drive. This building will provide a much needed facility to house the Lake Shastina Civic Services Staff and all the entities which they support, including the Lake Shastina Property Owners Association. It will be a great asset to the community of Lake Shastina and to Siskiyou County as well. The site which has been selected for the building is ideally located and will have no significant adverse effect on the surrounding environment. Instead, the building will have a positive effect on the entire community. It will relocate the office which now are housed in temporary mobile structures within a prime residential area, thereby greatly reducing traffic flow in the community with a resultant increase in safety and quality of life for the residents. The proposed location places the facility adjacent to other public buildings which are not close to the residential areas. In addition, the location on Big Springs Road will provide a center for tourists and visitors to obtain information that is more readily accessible and, as such, should enhance the development and growth of the Lake Shastina Community.

We urge you approve this request so that work may proceed on providing the much needed improvements in our community.

Sincerely yours,

ROBERT BARE
Administrator

RB:nhe

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COMMUNITY UNIFICATION COMMITTEE
M I N U T E S
LAKE SHASTINA CIVIC SERVICES OFFICE
March 5, 1996

I. CALL TO ORDER: Regular meeting called to order on above date at 10:05 a.m. by Vice-Chairperson Laura Eilerts. Also present were members Bert Ashby, Jack Dean, Myron Everhart, Jim Gregg, Bill Kalagorgevich, Mary Krolak, and Recording Secretary Norm Ellis. Members absent were: Chairperson John Britt, members Les Coplan, Bud Hartel, Russ Johnson, Bill Kalagorgevich and Hank Seegelken. Administrator Bare arrived while the meeting was in progress.

II. APPROVAL OF MINUTES - Minutes of regular meeting held February 6, 1996, were approved as presented.

III. COMMITTEE REPORTS:

A. Modern Civic Services Building. A draft agreement, by reference incorporated herein, for Design Services which has been reviewed by building committee, legal counsel and designers, was handed out to each committee member. After discussion, member Mary Krolak moved that CUC accept the Agreement for Design Services as presented for forwarding to the Boards of Directors for each entity involved. Member Jack Dean seconded and motion, upon vote, carried unanimously. Also, letters of support from LSPOA, LSMWC, RHCA and Juniper Valley Subdivision for the Lake Shastina Community Services District Application for Use Permit were passed out to the members. These letters have been mailed to the Siskiyou Planning Department. Jim Gregg moved that the CUC also submit a letter showing support of the Use Permit Application. Mary Krolak seconded and motion carried unanimously. A letter was prepared and signed which will be handcarried by Administrator Bare to the Siskiyou Planning Department Public Hearing taking place on Wednesday, March 6, 1996, @ 9:00 a.m. at the Miner's Inn Convention Center in Yreka, California. The support letters are all by reference incorporated herein. It was noted that the intent of the Public Hearing is to discuss land use only and not any others factors which may arise. A good turnout is expected at the Public Hearing. Members Bert Ashby, Linda Sobkowsky and Laura Eilerts plan on attending as well as Administrator Bob Bare, Public Works Supt. Jamie Lea and District Engineer Bill Bradbury. The CUC requested a letter be sent to Architect Ray Bernier for his input in his letter dated 2/17/96.

B. Lake Water Level. The latest Montague Water Conservation District lake level report reflecting the levels from 01-02-96 through -2-28-96, by reference incorporated herein, was handed out to the committee members. The lake was approximately 80% full as of 2-28-96, elevation 2800.4 ft, 41,980 acre feet. Last year on 2/28/96, it was 34,330 acre feet. Administrator Bare reported that he and Supt. Lea have conversed with MWCD in regards to exploring the possibility of plugging at least one of the lava tubes which may greatly impact the lake level by holding in more water. Further investigation of this issue is in progress. Administrator Bare also reported that he observes the Parks Creek

DRAFT

AGREEMENT FOR DESIGN SERVICES

This Agreement for Architectural Design and Engineering Services is made at Weed, California, on the date last written below, by and between LAKE SHASTINA COMMUNITY SERVICES DISTRICT, a public entity, LAKE SHASTINA MUTUAL WATER COMPANY, a California corporation, LAKE SHASTINA PROPERTY OWNER'S ASSOCIATION, a California non-profit mutual benefit corporation, and RANCHO HILLS COMMUNITY ASSOCIATION, a California non-profit mutual benefit corporation, (herein collectively, "OWNERS") and JAMES A. GRAY, a licensed Civil Engineer and DOUGLAS R. FRAZEE, a Building Designer, (herein together, referred to as the ("DESIGNERS")).

Recitals. OWNERS provide various public services to the property owners and residents of the Lake Shastina development, within the County of Siskiyou, State of California. OWNERS are desirous of constructing a "Civic Services Building", as described in a Preliminary Design dated 7/27/95, in which their respective and joint public services and business operations can be conducted, (herein the "Project"), which building is to be constructed on property owned by the LAKE SHASTINA COMMUNITY SERVICES DISTRICT, and to hire DESIGNERS to provide the services designated herein in relation to such construction. DESIGNERS desire to provide to OWNERS the services designated herein in relation to OWNER's construction project.

1. AGREEMENT TO HIRE AND BE HIRED. OWNERS agree to, and do hereby, hire DESIGNERS, and both of them, and DESIGNERS agree to, and are hereby hired, to provide the services to OWNERS which are designated herein below.

2. GENERAL DESCRIPTION OF WORK AND PROJECT. DESIGNERS shall furnish to OWNERS complete engineering and design services for a new two story Civic Services Building, consisting of approximately 2,760 square feet per floor, including but not limited to offices, toilet facilities, foyer, elevator, stairs, vaults, storage rooms, conference room, and appropriate mechanical, utility, and machine rooms. Construction will be of a wood-frame type with 1-hour fire resistance. The Architectural and Engineering Documents shall encompass the limit lines as set forth on the submitted preliminary site plan (7/27/95). The site plan and site utilities shall be prepared by others up to the previously mentioned limit lines. OWNERS reserve the right of approval as to all design features.

3. DESIGNER'S SERVICES. The DESIGNER'S services to be provided hereunder shall consist of two (2) phases described below, and shall include all necessary structural, mechanical, and electrical engineering services, and any other services specified elsewhere in this Agreement.

Phase 1: DESIGN DEVELOPMENT DOCUMENTS

(a). Based on the final Design Development Documents, as approved by the OWNERS, including any adjustments in the scope or quality of the Project or in the Project budget authorized by the OWNERS, and all applicable laws, regulations, and ordinances the DESIGNERS shall prepare for approval by OWNERS, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

(b) The DESIGNERS shall develop and prepare for OWNERS, and all information required for, bidding forms, the Conditions of the Contract, and the form of Agreement between the OWNERS and the CONTRACTOR, all subject to OWNERS approval.

(c) The DESIGNERS shall promptly advise the OWNERS, in writing, of any adjustments to the Statement of Probable Construction Cost indicated by changes in the requirements, market conditions, or any other factors which would affect such cost, as such adjustments occur.

(d) The DESIGNERS shall advise the OWNERS and take such other acts as may be required to ensure OWNERS' timely compliance, in connection with OWNERS responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

(e) The DESIGNERS, following the OWNERS approval of the Construction Documents, shall assist the OWNERS in obtaining bids or negotiated proposals, and assist in awarding and preparing contracts for construction, and in the selection of contractors.

(f) The DESIGNERS shall review and approve contractor submittals of shop drawings, product data, catalog cuts, and materials, all for conformance with the Construction Documents.

(g) The DESIGNERS shall prepare such amendments to the Construction Documents as may be required to resolve inconsistencies, which are requested by the OWNERS, or which may be otherwise appropriate, during the course of construction of the Project, but if any such amendments are the result of Change Orders of OWNERS, and as a result thereof additional compensation is to be payable to DESIGNERS, the same must be agreed upon in writing by OWNERS, prior to initiating the work.

4. COMPENSATION. For the services required of them under this Agreement, OWNERS shall pay to DESIGNERS the sum of Twelve Thousand Dollars (\$12,000), as follows:

(a) One Thousand Nine Hundred Twenty Dollars (\$1,920.00) as an initial retainer fee, payable upon the parties' execution of this Agreement;

(b) Three Thousand Three Hundred Sixty Dollars (\$3,360.00) upon DESIGNERS' completion, and OWNERS' approval, of the Preliminary Design;

(c) Three Thousand Nine Hundred Sixty Dollars (\$3,960.00) upon DESIGNERS' completion, and OWNERS' approval, of the Working Drawings;

(d) One Thousand Nine Hundred Twenty Dollars (\$1,920.00) upon DESIGNERS' completion, and OWNERS' approval, of all bid documents and specifications; and,

(e) Eight Hundred and Forty Dollars (\$840.00) upon the agreement between OWNERS and OWNERS' general contractor for the construction of the Project, review of contractor submittals and building accepted.

5. TIME FOR COMPLETION. All Construction Documents to be prepared by DESIGNERS pursuant to this Agreement shall be completed and submitted to OWNERS not later than one hundred (100) days from the date last written and signed. This deadline is a material term of this Agreement.

6. CONSTRUCTION ADMINISTRATION. DESIGNERS shall not be required to provide OWNERS with primary Construction Administration services regarding building inspections, which services shall be provided by Mr. Myron Everhart (OWNERS inspector), but shall do so upon request of Mr. Everhart. No additional compensation shall as a result thereof be due to DESIGNERS unless the same has been agreed upon, in writing, between OWNERS and DESIGNERS. Notwithstanding any provision of this section, DESIGNERS shall promptly notify OWNERS of any discrepancies between the Construction Documents and the actual construction, and of any construction defects or deficiencies, which come to the attention of the DESIGNERS.

7. SITE PLAN AND SITE UTILITIES. DESIGNERS shall not be required to provide OWNERS with site plans or site utilities, but shall coordinate their work hereunder with the parties which will be responsible for such matters.

8. CALCULATIONS AND DRAWINGS. OWNERS shall be furnished with all necessary engineering calculations, and ten (10) full sets of all drawings and specifications. Additional copies of drawings and specifications shall be provided at the cost of printing. All such drawings, excluding the original vellums, and other Construction Documents shall upon payment in full of the

compensation provided hereunder be, and remain, the property of OWNERS, but their use is not authorized for any other project.

9. OWNERS RESPONSIBILITIES. Upon recommendation of DESIGNERS, OWNERS shall authorize and pay for all necessary soil tests, chemical tests, other laboratory tests, surveys, and site plans.

10. TERMINATION. This Agreement may be terminated by either party upon seven (7) days written notice to the other, should the other party fail substantially to perform in accordance with its terms through no fault of the party giving such termination, or by OWNERS if the Project is permanently abandoned, or without prior notice if Engineer JAMES GRAY should at any time no longer be licensed as a Civil Engineer. In the event the termination is not the fault of the DESIGNERS, the DESIGNERS shall be compensated for all services performed through the effective date of the termination.

11. EXPENSES. DESIGNERS shall not be entitled to receive compensation for expenses unless the same have been approved in advance by OWNERS.

12. DEFINITIONS, TERMS AND CONDITIONS. Terms and conditions used in this Agreement shall have the same meanings as those in current standard American Institute of Architects documents.

13. ASSIGNMENT. DESIGNERS must both personally perform under this Agreement. DESIGNERS may not assign their separate or joint obligation under this Agreement except with the prior written consent of OWNERS. The OWNERS and the DESIGNERS, respectively, bind themselves, their successors, assigns, and legal representatives to the other party to this Agreement with respect to all Covenants of this Agreement.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties, and it supersedes all prior agreements and understandings. Any modifications hereto shall be in writing, and signed by the party to be bound.

15. APPROVAL BY OWNERS' GOVERNING BOARDS. Each of the organizations comprising OWNERS can act, and become legally bound, only by action of its respective board of directors. No officer of any such organization has the authority to enter into this Agreement, nor any modification of this Agreement, except with the approval of the organization's board of directors. Neither this Agreement, nor any modification hereof, shall not be binding on any of the organizations comprising OWNERS unless and until all such organizations have approved the same.

16. ATTORNEY'S FEES. In the event that either party to this Agreement initiates litigation in relation to this Agreement, the Project, or the enforcement, breach, or interpretation of either of them, the prevailing party therein shall recover its reasonable attorneys fees and expert consultant and witness expenses, in addition to ordinarily recoverable court costs.

17. QUALITY OF DESIGNERS' WORK. All drawings, specifications, and other work and services to be performed by DESIGNERS pursuant to this Agreement shall be in full compliance with all applicable laws, regulations, and ordinances, and shall be done in a professional, workman-like manner, consistent with standards of the industry.

18. COUNTERPARTS. This Agreement may be signed in counterparts, and in such event, each counterpart shall be deemed to be an original hereof.

19. NOTICES. Any notices or other communications to be sent pursuant to this Agreement shall be mailed, postage fully prepaid, to the party as follows:

OWNERS: Lake Shastina Civic Services
15440 Juniper Peak Road
Lake Shastina
Weed, COMMUNITY ASSOCIATION 96094-9468

DESIGNERS: James A. Gray, P. E.
4616 N. Old Stage Road
Mt. Shasta, COMMUNITY ASSOCIATION 96067

OWNERS:

Lake Shastina P. O. A., by:

Dated: _____

Lake Shastina C. S. D., by:

Dated: _____

Lake Shastina M. W. C., by:

Dated: _____

Rancho Hills C. A., by:

Dated: _____

DESIGNERS:

Dated: _____

JAMES A. GRAY, P. E.

Dated: _____

DOUGLAS R. FRAZEE

MB

LAKE SHASTINA
PROPERTY OWNERS ASSOCIATION

BOARD AGENDA
MARCH 13, 1996

I. CALL TO ORDER AND ROLL CALL

DeNARDO____ JAMES____ KROLAK____ MOORE____ SOBKOWSKY____

II. PLEDGE OF ALLEGIANCE

ACTION

III. APPROVAL OF AGENDA

ACTION

CONSENT AGENDA:

- a. All informational items on this agenda and marked with an asterisk, or added hereto, shall be introduced by title only, and the full reading thereof is hereby waived. (This item required unanimous consent of all board members present.)

IV. APPROVAL OF MINUTES OF 2/14/96 REGULAR MEETINGS

ACTION

- V. PUBLIC COMMENTS: This is an opportunity for members of the public to address the Board on subjects within its jurisdiction, whether or not on the agenda for this meeting. The Board reserves the right to reasonably limit the length of individual comments, and/or the total amount of time allotted to public comments. For items which are on this agenda, speakers may request that their comments be heard instead at the time the item is to be acted upon by the Board. The Board may ask questions, but may take no action during the Public Comment portion of the meeting, except to direct staff to prepare a report, or to place the item on a future agenda.

SPEAKERS: Please state your name and mailing address to that Staff can respond to you in regards to your comments, or provide you with information, if appropriate.

VI. CORRESPONDENCE

- A. How to Avoid Litigation: The Brown Act, Kronick, Moskovitz Tiedemann & Girard Seminar, The Regency A Room, Hyatt Regency Hotel, 1209 L. St., Sacto, Wed. 3/20/96, 8:30-Noon

INFO/ACTION

VII. REPORTS

- A. Financials, Administrator Bare
(To be distributed when available)

- * 1. Cash Disbursements for February 1996 INFO
- * 2. Budget Comparison & Balance Sheet for Periods Ending 2/29/96 INFO
3. Cash Flow Report dated 3/8/96 INFO/ACTION
- B. ECC Report, Chairman DeNardo, 2/8/96 Draft Minutes INFO
1. Dillen - Refund of Fees
- C. Activities Committee, Phyllis Searle INFO
- D. Community Unification Committee, Minutes of 3/5/96 Meeting INFO
1. New Civic Services Building
- a. Use Permit 3-6-96 Public Hearing Report INFO
- b. Approve Agreement for Final Design of Building ACTION
- c. Status of Future Building Site Sign INFO

LSPOA MINUTES 3/13/96

accountant's last recommendation as stated: Transfer \$13,985.25 from Bank of America to Timberline @ 3.75% interest. Director James seconded and motion carried unanimously.

B. ECC Report, draft minutes of 2/8/96, by reference incorporated herein. ECC Chairman DeNardo reviewed recent ECC activities. He noted that larger ID cards are necessary for ECC members.

1. Dillen - Refund of Fees. Mr. Dillen reported his opinion regarding the situation he is in at present. Supt. Lea, Administrative Secretary Ellis and ECC members reported what has transpired in the past and the position of Civic Services. It is felt that, although certain circumstances indicate otherwise, one property owner's opinion should not dictate nor change the policy as set forth. The issue is that two driveways aprons were not prepared in accordance with stated criteria plus an inadequate culvert was used in one apron. The apron material is also not adequate. The board tabled their decision until next month's meeting to allow them more time to discuss the issue.

C. Activities Committee. Lyla Gregg reported that the St. Patrick's Day Potluck was a great success and most enjoyable. Jim Gregg reported that the movie screen obtained through the military surplus program was a very nice asset to have. A slide presentation of Mt. Shasta was made and the oversize screen made it more easier to view.

D. Community Unification Committee (CUC), minutes of 3/5/96 by reference incorporated herein. Director Sobkowsky orally reviewed the minutes. Supt. Lea explained the water loss in Lake Shastina due to leakage through lava tubes. He and Administrator Bare are going to investigate the lava tubes including ones in Lost Lake. They plan to meet with Montague Water Conservation District concerning past history of lava tube investigation. Administrator Bare also stated there may a possibly of obtaining a grant if a project to seal some of the tubes is deemed feasible.

1. New Civic Services Building

a. Use Permit 3-6-96 Public Hearing Report. Administrator Bare reported that there was no opposition to the issuance at the Siskiyou County Planning Department public hearing.

b. Approve Agreement for Final Design of Building, by reference incorporated herein. Director Sobkowsky moved to accept the CUC recommendation and approve the Agreement with the LSPOA Vice President authorized to sign. Director Moore seconded and motion carried unanimously.

c. Status of Future Building Site Sign. Mrs. Rossi is currently painting the sign which should be done by 3/15/96. Directors Moore, and DeNardo volunteered to help erect the sign. Director Sobkowsky volunteered her husband, Bill, and Jim Gregg also offered to help. (Sign arrived at office on 3/19/96 and will be erected on 3/21/96.)

LSPOA MINUTES/AGENDA

8/14/96

- A. Government Surplus Property Update INFO
- B. Foreclosures INFO
 - 1. Letter received from Auctioneer Services, dated 8-19-96 INFO/ACTION
 - 2. Sale of Unpurchased Lots INFO/ACTION
 - a. Correspondence from Delta Pacific, dated 8-27-96
 - 3. Workshop on Lien/Foreclosure Status
- C. Cost of Hammons Arbitration Representation \$2,879.25 INFO
- D. Post Office for Lake Shastina INFO
 - 1. Letter to Congressman Herger, dated 8-22-96 INFO
- E. Boundary Line Adjustments, Director DeNardo INFO/ACTION
- F. Letters of Appreciation -- Community Volunteers INFO
- G. LSPOA Beach Area for Recreational Use INFO/ACTION
- H. "Welcome to Lake Shastina signs" Status INFO
 - 1. Design and Information provided by Steve Hart INFO
- IX. NEW BUSINESS
 - A. Petition to Reduce Required Voting Percentage TION
 - B. 501 (C)(4) Tax Status INFO
 - C. New Modern Civic Services Building & Agreement
 - 1. Financing of Building/Input by Attorney Wir Accountant Teuscher ION
 - 2. List of Contractors expressing interest in Services Building INFO
 - 3. Bid Opening on August 30, 1996 INFO
 - a. Bid received from Cerami & Browning
 - b. Bid received from Timberworks
 - 4. Ground Lease Agreement between MWC and CSD, dtd. 8-21-96 INFO
 - 5. Agreement to Sell and Purchase Real Property and Improvements INFO/ACTION
 - D. Combining Property Owners Association Meetings INFO/ACTION
 - E. Results of Salary Survey INFO
 - F. Administrative Procedures Manual for review INFO
 - G. Safety Manual for review INFO
 - H. Grant for Cellular Telephones INFO
 - I. Agenda Format Information provided by Attorney Winston in a letter dtd. 8-22-96 INFO/ACTION
- X. DATE OF NEXT MEETING: Next LSPOA Regular Meeting, October 9, 1996, 2 p.m. at Lake Shastina Community Center.
- XI. CLOSED SESSION: Drainage
- XII. ADJOURNMENT 2:55

joint meeting @ C.C.

DIRECTORS, PLEASE RETURN YOUR BLUE FOLDER TO THE RECORDING SECRETARY AT THE CLOSE OF EACH MEETING. THANK YOU! DODI

Administrator Bare will be meeting with the Montague Mutual Water District to request permission to clear the necessary area. She also expressed concerns about the boat dock liabilities and the fact that there is no suitable place in which to swim. She is requesting assistance from the LSPOA board of directors to help see this project through. The plans are to remove the rocks in October when the water is at its lowest. She reported receiving calls from people volunteering their help. Once the area is cleared of rock, they plan on pouring a 20' x 50' cement rampway, constituting a safer swim area and helping to control algae. The Activities Committee has requested use of public works equipment to help in clearing the area. Supt. Lea will schedule the use of the equipment and will be submitting the final cost to the Activities Committee. The committee is covering the cost of the cement. Proceeds from the Halloween Dinner/Dance will be used towards the swimming area. Administrator Bare reported that he and Supt. Lea are committed to helping this project through. Another buoy will be acquired to help mark the swimming area for safety reasons if deemed appropriate. Director Reid moved, duly seconded by Director Sobkowsky to proceed with the suggestions from the Activities Committee with cost to be limited to \$1000.00. Upon vote, the Motion was unanimously approved.

H. "Welcome to Lake Shastina" signs Status

1. Design and Information provided by Steve Hart: Administrator Bare passed out a photocopy of the new signs. The sign work will be done by Steve Hart at a cost of \$400. It will take approximately 2 to 3 weeks.

NEW BUSINESS

A. Petition to Reduce Required Voting Percentages in By-Laws: Director Moore motioned, duly seconded by Director Sobkowsky that further discussion on this item be tabled until the next meeting for joint discussion. Upon vote, the motion was approved unanimously.

B. 501 (c) (4) Tax Status: At the special meeting/workshop held on August 15, 1996 the LSPOA Board heard a presentation from Accountant Lynn Teuscher about the advantages of changing to a 501 (c) (4) status. The Board approved the status change at that meeting. It appears that Lake Shastina would qualify as a non-profit, thus enabling a saving in taxes and would still be eligible for grants.

C. New Modern Civic Services Building & Agreements:

1. Financing of Building/Input by Attorney Winston and Accountant Teuscher: Director Sobkowsky motioned, duly seconded by Director Moore, this item be tabled until the next meeting, pending further information. Upon vote, the Motion was unanimously approved.

5. Agreement to Sell and Purchase Real Property and Improvements: Director Moore motioned, duly seconded by Director Sobkowsky that this item be tabled until the next meeting for joint discussion. Upon vote, the Motion was unanimously approved.

D. Combining Property Owners Association Meetings: President DeNardo reported that he had met with the Rancho Hills Board of Directors at a

**COMMUNITY UNIFICATION COMMITTEE
MINUTES
MAY 6, 1997 @ FIRE/POLICE STATION**

CALL TO ORDER: The meeting was called to order by Chairman John Britt at 10:00 a.m. Members present were Linda Sobkowsky, Russ Johnson, Bill Kalagorgevich, Al Dreginsky, Norm DeNardo, Laura Eilerts. Members absent Myron Everhart, Jim Gregg, Jack Dean, Hank Seegelken, and Bert Ashby. Administrator, Bob Bare, Administrative Secretary, Nina Evans, and Administrative Support, Forrest Brigham represented the staff. Property owner Valerie Gibson was also in attendance.

MODERN CIVIC SERVICES BUILDING: Member Kalagorgevich reported that the work on the new building was progressing very fast. Drywall is up and ready for painting. Drop ceiling will follow. Block work should be complete by end of this week. The last payment made to contractor, Larry Neel, yesterday, brought his collective total to approximately \$180,000, with about \$72,000 remaining on his contract. It could be complete within a month. Staff should start to prepare for the move. A list of finish work for inside the building and one for outside has been typed for review. (By reference incorporated herein.) The floor covering, (carpeting and linoleum) has been ordered. The "enhanced" carpeting comes with the backing instead of needing padding. When this is complete there will be roughly \$300,000 into the building. With the outside work (paving, etc.), the total will be closer to \$400,000.

A discussion followed about the Water Company financing the building, with the other entities LSPOA, RHCA and CSD buying in and paying their fair share of the cost of the building either in lump sums or payments. Rancho Hills cannot buy in at this time, but may enter into an agreement to pay over several years. Seven (7) percent interest has already been established for this agreement.

Questions have been asked with regard to having a Grand Opening Day. Invite dignitaries from county and each surrounding community to show what can be done without government funds. Per Member Sobkowsky our phone representative was very impressed with our state-of-the-art cable set up. She mentioned we might be the "Showplace of Siskiyou County".

COMMUNICATIONS - Phone cables still need to be pulled through conduits in the floor of the new building. Member Sobkowsky said that she needed a time frame for phone hook-up so Executone can coordinate with the contractor to work it into their schedule. She also wanted to make sure the power needed would be available at the time to test the system.

Director Eilerts tentatively volunteered to help with the coordination of moving staff to help to alleviate some of Administrative Assistant Cindy Rossi's workload, since she'll be in the middle of Proxies, billings, etc. However, it was also decided the move will take more than a week end or a week and staff pretty much have to be involved with the organization within their own areas.

LSPOA & RHCA MEETING
A G E N D A
MAY 14, 1997 @ 6:00 P.M.
COMMUNITY CENTER

I. CALL TO ORDER AND ROLL CALL:

LSPOA BOARD -- DeNARDO ____ GREGG ____ SOBKOWSKY ____ MOORE ____ REID ____
RHCA BOARD -- JOHNSON ____ BREZINSKY ____ GIBSON ____ LENNARD ____ NOESEN ____
* To be Chaired by LSPOA President DeNardo

II. PLEDGE OF ALLEGIANCE:

III. APPROVAL OF AGENDA:

CONSENT AGENDA: All informational items on this agenda and marked with an asterisk, or added hereto, shall be introduced by title only, and the full reading thereof is hereby waived. (This item required unanimous consent of all board members present.)

IV. APPROVAL OF MINUTES:

- A. APRIL 9, 1997 REGULAR MEETING OF LSPOA/RHCA
- B. APRIL 8, 1997 LSPOA EXECUTIVE SESSION/WORKSHOP
- C. APRIL 29, 1997 LSPOA EXECUTIVE SESSION/WORKSHOP
- D. MAY 6, 1997 RHCA EXECUTIVE SESSION/WORKSHOP

V. PUBLIC COMMENTS:

This is an opportunity for members of the public to address the Board on subjects within its jurisdiction, whether or not on the agenda for this meeting. The Board reserves the right to reasonably limit the length of individual comments, and/or the total amount of time allotted to public comments. For items which are on this agenda, speakers may request that their comments be heard instead at the time the item is to be acted upon by the Board. The Board may ask questions, but may take no action during the Public Comment portion of the meeting, except to direct staff to prepare a report, or to place the item on a future agenda.

SPEAKERS: Please state your name and mailing address to that Staff can respond to you in regards to your comments, or provide you with information, if appropriate.

VI. CORRESPONDENCE:

- A. Legislative update, Community Association News, March/April 1997

VII. TREASURER'S REPORT:

- * A. Cash Disbursements for April 1997
- * B. LSPOA & RHCA's Budget Comparison & Balance Sheet for Period Ending 3/31/97
- C. LSPOA & RHCA's Budget Comparison & Balance Sheet for Period Ending 4/30/97
(To Be Distributed When Available)
- D. LSPOA & RHCA's Cash Flow Report at 5/9/97 (To Be Distributed When Available)

VIII. REPORTS:

- A. ECC Report
 - 1. LSPOA Chairman DeNardo
 - a. Sign Posting Policy
 - 2. RHCA Chairman Johnson
 - a. Construction on Blackhawk Dr.
- B. Activities Committee, Phyllis Searle

VIII. REPORTS: (con't)

- C. Community Unification Committee, Minutes of 5/06/97 Meeting (to be distributed when available)
- D. Public Works Superintendent Lea
 - 1. Drainage
 - a. Driftwood update
 - b. Wamboun
 - 2. Use permits
 - a. Kellums update
 - 3. Vegetation control: Right of ways
- * E. Safety Report: Safety Commission Meeting dated May 14, 1997 (to be distributed when available)

IX. OLD BUSINESS:

- A. Community Park/Playground
- B. Foreclosure Lots Directors Gibson & Brezinsky (RHCA)
& DeNardo (LSPOA)
- C. Appliances for Community Center Directors Reid & Noesen
- D. Annual Meeting Items
 - 1. Approval of Proxies and related materials

X. NEW BUSINESS:

- A. Payment for new modern Civic Services Building
- B. Resolution 6-97: No Spray Chemical Signs (LSPOA)
- C. Resolution 4-97: No Spray Chemical Signs (RHCA)
- D. Representative for committee regarding Long-Range Planning of the CSD 54 acres
- E. Volunteer Services

XI. DATE OF NEXT MEETING:

Next LSPOA & RHCA Regular Meeting, June 11, 1997, 6 p.m.
at Lake Shastina Community Center.

XII. CLOSED SESSION:

None Scheduled

XIII. ADJOURNMENT:

that perhaps with volunteer labor and permission from Mr. Andrews, they could try to rebuild that dock and make it safe for use. Administrator Bare stated that we would need to get something in writing from Mr. Andrews to donate the old dock to the Association for refurbishing. Bare said that he and Director Brezinsky will speak with Mr. Andrews. He added that they may need a sign stating that "THIS IS NOT A MOORING DOCK".

- G. **POTENTIAL MERGER OF LSPOA AND RANCHO HILLS BOARD:** The issue was initially addressed by Director Gregg, who although felt that it may be premature to discuss now, reminds the Boards that it was scheduled to stay on the Agenda until it was officially removed from the Agenda. Both Boards felt it would be advantageous to assess Mike Urso's governmental alternatives study once it was completed and to review Accountant Anderson's figures "pros and cons" of a potential merger from a financial perspective. At that time he hopes everyone can keep an open mind when discussing the issues involved with a "Super POA".
- . Director Johnson felt that the item should wait for the report to be done and **then** add it back on the Agenda.
 - . Director Brezinsky agreed that it is premature and counter-productive at this time. He also reminded the Boards that Mike was to be interviewing the Board Members as a part of the study and, as of this time, no Rancho Hills Board Members have been interviewed.

X. **NEW BUSINESS:**

- A. **PAYMENT FOR NEW MODERN CIVIC SERVICES BUILDING:** RHCA is planning to cover its share of the cost of the new building by making payments over time. According to John Britt, RHCA's portion of the building is just under \$21,000, and the Water company would be willing to finance this amount, up to 10 years at the 7% agreed upon rate. Britt then suggested that they put together a loan agreement to present to the Water Board. Director Gibson said that Rancho Hills Board would have to call a special meeting to decide on the document they are willing to submit to Administrator Bare to submit to the Water Board.
- . LSPOA is planning to make 2 payments to cover their share of the cost. CSD is looking to pay in one payment.
- B. **RESOLUTION 6-97: NO SPRAY CHEMICAL SIGNS (LSPOA):** Public Works Superintendent Lea called to the board's attention that on #5 of the Resolution, 30 days are allowed for removal of No Spray signs. He wondered if 10 days might not be a better approach to request sign removal. A discussion ensued and President DeNardo reiterated that purchasing and removing signs was the responsibility of the property owners. It was generally agreed that 10 days should be enough time to allow property owners to remove the signs, but it was not specific enough as to when the 10 days actually started. Therefore

COMMUNITY UNIFICATION COMMITTEE

MINUTES

SEPTEMBER 2, 1997 @ CIVIC SERVICES OFFICE BOARD ROOM

CALL TO ORDER: The meeting was called to order by Chairman John Britt at 10:00 a.m. Members present were Linda Sobkowsky, Jack Dean, Russ Johnson, Jim Gregg, Al Brezinsky, Barbara Reid, Laura Eilerts, Myron Everhart, Marge McDowell, Norm DeNardo, and Members absent included Hank Seegleken, and Bert Ashby. Staff was represented by Administrator Bob Bare, Public Works Superintendent/Watermaster Jamie Lea, Administrative Support Forrest Brigham, and Administrative Secretary Nina Evans. Mary Noesen and Chuck Smith were also in attendance.

APPROVAL OF MINUTES, August 5, 1997: August Minutes were unavailable at this time.

MODERN CIVIC SERVICES CENTER:

Landscaping: Mary Noesen, presented the Landscape plan and explained to committee members, the key. The hydro-spray lawn seeding with fertilizer and mulch ended up being less expensive than seeding by hand and we do not have the labor cost. The plan was passed around the room for everyone to review. Chairman Britt also asked for members to review the landscape design on their own.

Furniture: Members Sobkowsky and Reid presented their total plan for the furnishings in the office, after speaking with staff, and three (3) different furniture companies for estimates. Among the selections are two (2) executive desks for Administrator Bare and Public Works Superintendent Lea, four (4) desks for the accounting department, a desk for the secretary's office, conference table in the map room, with chairs, chairs for the Board Room, and Board Room Table, which Jamie is having built-and has been ordered already, shades for the office, foyer furniture-which has already been ordered, stand for the computer scanner, all together the estimate came to about \$20,000. The estimate may go down if the company's supplier agrees to a discount due to the amount of furniture purchased. Member Sobkowsky explained that according to Accountant Anderson, there is not this amount of money in the budget. Anderson explained that each entity has some money set aside in the budget for software, compute network program, server and accounting program in the amount of approximately \$11,500. If these items were put off for a year or so, then the money could go toward the furniture instead. The question was asked, if there were any other place where the money could be taken from in the budget? Anderson replied that if both expenditures were spent, it would put all the entities over budget and the money would have to come out of the equity of the association, and their cash flow. Chairman Britt suggested that the staff prioritize which items of their furniture should be purchased immediately and which items can wait until next year.

Britt then asked Mary Noesen which costs would they be responsible for of the landscaping. Mary replied that the sprinkler system would cost approximately \$1,680 (not including labor) and the hydro-seeding is about \$1,440.

Britt requested members go back to their respective boards and each entity find their share (of the total estimate of \$25,000) for furniture and landscaping. Ask what they can do and suggest that they come up with their share. Accountant Anderson stated that from an accounting point of view, money spent in excess of the budget, should be stated in the minutes that, when approved, the board is aware it is intentionally going over budget.

- 12) Improve communication process; perhaps create WEB site.

Urso concluded with a financial analysis of becoming a City, the problems associated with Proposition 218 and CSDs, and the benefits that could come from a "Super POA". He also suggested analyzing the financial effects of continued Boundary Line Adjustments. He stated that the community benefits from unity as opposed to individualism.

A summary of his report will be available in the Civic Services office.

X. NEW BUSINESS: (Joint Concerns)

- A. Opening Ceremony for new modern Civic Service building:** Covered in an earlier report.

B. Furniture/Landscaping for New Modern Civic Services

Building: Director Sobkowsky and Director Reid reported that 2 different suppliers had been contacted. A selection will soon be made. Total cost estimates were \$15,563.91 including tax. That amount can be reduced, if necessary. Shades which have been ordered came to \$2,631.25. The furniture for the foyer, which has been ordered came to \$442.95. The conference table which has been ordered and will be custom built came to approximately \$1,000. That estimate will include the T.V./VCR stand and cabinet doors for the sink in the back of the conference room. Total cost including and estimated \$3,000 for the landscaping came to \$22,638.11. Based on these figures and dividing among the four boards LSPOA's portion would be \$6,356.78 and RHCA's portion would be \$1,188.50.

Director Gibson said that since this was not a budgeted item, he would like to get a copy of Teuscher's report to see how much money they have, before his board made a motion on paying their share. They can always hold a Special Meeting to approve the payment of furniture and landscaping if that's what they intend to do.

- * Director Gregg moved to approve LSPOA's share of the furniture and landscaping. The motion was duly seconded by Director Reid. Without further discussion, and upon vote, **motion carried.**

C. Continuation of Joint Meetings:

- * Director Gregg moved to discontinue joint meetings, and Director Sobkowsky seconded the motion. After some discussion, **motion carried.**

- D. Association/Fire Abatement Concerns:** Captain Bernie Paul from California Department of Forestry (CDF) and Chief Eric Hall of the Lake Shastina Volunteer Fire Department were present to answer a prepared list of questions (by reference incorporated herein) that the board wanted addressed. The board hoped to determine their responsibilities as far as fire abatement and how

2.5 million may be needed) and turn it into a profit maker. Benefits to the POA would be discounts to the various aspects of the course including a potential Health Club, swimming pool, country club, plus the added benefit of more interest in the area and higher property values.

Additionally, there is potential to bring in an annual profit of \$300-\$500,000. One possibility would be to look into a bond option for purchasing the course. Dillen then introduced Bob McCallister, current General Manager of the Golf Course. Administrator Bare asked if the board would get full disclosure of all the different agreements, that the Golf Course has committed itself to. McCallister said that he has approval of the President of the Board to do that. The current operating Profit and Debt was discussed, along with the financial viability, and where the purchase money would come from. Bare reiterated that disclosure is very important before going much further. Director Gregg said that an outside consultant knowledgeable in the purchase, sale and operations of golf courses would be necessary to assess the value for the board. McCallister suggested that the POA also hire a management company to run the course. They can guarantee a return.

- C. **Agreements for Civic Services Building:** Attorney Winston addressed the Grant Deed that is to come from the Community Services District and Bill of Sale from the Water Company, which will give the LSPOA their approximate 28% interest in the Land and the Building. The board needs to approve these documents as to form. Winston described the land in the legal description, currently being prepared by the engineer Bill Bradbury, to be attached to the Grant Deed. The water company has a 30+ year lease on the land. When the water company grants the title to the new owners, that lease will be superseded and nullified automatically. When asked, Winston replied that there is no problem between a public entity and private agency having this type of agreement.

* Director Gregg moved to approve, as to form, the Grant Deed with the new (current) percentages between Rancho Hills and Lake Shastina POA reflected, when they are available. Director Reid duly seconded the motion and upon vote, **motion carried.**

The Bill of Sale to convey the building from the Water Company to LSPOA was the next item up for approval.

* Director Reid moved to approve, as to form, the Bill of Sale with the new (current) percentages when they are available. Director Gregg duly seconded the motion and upon vote, **motion carried.**

The next item for discussion and approval is the commercial lease agreement between the Water Company and Rancho Hills. LSPOA's main interest in this document is the description of the rental portion versus the maintenance portion and how some of the money for rent is applied toward ownership of the building while maintenance, overhead, and taxes, as

worked out with the accountant, is a proportionately shared cost with the other entities who own the building, and not applied toward purchase money credit.

* Director Sobkowsky moved to approve, as to form, the Commercial Lease, with the rent calculated by the accountant and the attorney, to be brought back to the board, as supplemental information, for further review.

The motion was duly seconded by Director Reid and without further discussion and upon vote, **motion carried.**

The final document introduced by Winston was the Option to Purchase Real Property. Again Winston is asking for approval as to form only subject to further approval when actual purchase price has been calculated. As Winston described the option to purchase by Rancho Hills with the other three entities who will own the building, Water Board President John Britt, interjected that he thought the Water Company would maintain Rancho Hill's interest until they pay off the loan. The Water Company would maintain their 33.33% interest in the land and building plus Rancho Hill's 5.22(+/-)% for an approximate total of 38.55%. Therefore, any payment from this Option to Purchase should go to the Water Company and not all three owning agencies. Winston agreed that was one option. But he requested that, at this point, the board approve, as to form, this document, subject to President Britt's comments and reviewing options with the accountant.

Superintendent Lea brought up the possibility of a falling out of the partners in the ownership of a building like this, and Winston discussed the legal ramifications and the "Partition" of ownership when that happens. Another document can even be created, at this point, with the Terms and Conditions with which a partnership can be terminated, to avoid litigation expenditures if that were to happen.

* Director Sobkowsky moved for tentative approval of Option to Purchase Real Property, subject to final review when actual purchase price has been calculated through the accountants. Director Dillen duly seconded the motion and with no further discussion and upon vote, **motion carried.**

D. Reserve Data Analysis - Engineering survey Request:

Director Gregg reported on a new law, that went into effect in January, AB 3015, which requires associations to do a reserve study and visual inspection of all their roads and buildings once every three (3) years by a certified engineer. Object is to protect a community from huge assessment increases due to unexpected problems with the roads and buildings. We need to get the legislation in full to give it a review. It was suggested that Chico state engineering department be contacted to explore the possibility of a faculty member (a certified engineer) and some students doing the inspections for us to help us fall into compliance.

* Director Gregg moved to authorize the administrator to do what it takes to comply with the new law AB 3015. The

OPTION TO PURCHASE REAL PROPERTY

This agreement granting an option to purchase real property is made at Lake Shastina, Siskiyou County, California, on the date last written below, by and between and RANCHO HILLS COMMUNITY ASSOCIATION (herein, "RANCHO HILLS") as Optionee, and LAKE SHASTINA COMMUNITY SERVICES DISTRICT (herein, "DISTRICT"), LAKE SHASTINA PROPERTY OWNERS' ASSOCIATION (herein, "LSPOA"), and LAKE SHASTINA MUTUAL WATER COMPANY (herein, "WATER COMPANY"), as Optionors, and which are referred to herein as "SELLERS".

Recitals. SELLERS own the improved commercial real property (herein, the "Property") commonly known as 16320 Everhart Drive, Lake Shastina, California, which may be more particularly described at Exhibit A, attached hereto (herein, the "Property"), and all improvements thereto. RANCHO HILLS is a leaseholder thereof, pursuant to a separate Commercial Lease executed approximately concurrently herewith. RANCHO HILLS desires the option to purchase a undivided Five Percent (5%) interest in the Property and all improvements thereto.

1. CONSIDERATION; OPTION. For valuable consideration, receipt of which herewith is acknowledged, SELLERS agree to, and do hereby grant to RANCHO HILLS, an option to purchase an undivided Five Percent (5%) interest in the Property and the Building.

2. PURCHASE PRICE. The purchase price for the interest to be purchased shall be \$_____.

3. TERM OF OPTION; REVOCATION.

(a) This option shall go into effect upon the execution by the parties of the Commercial Lease executed approximately concurrently herewith, and shall remain in effect so long as RANCHO HILLS is not in default hereunder. The option shall expire if notice of its exercise is not given in the manner provided herein within 10 years and 2 months of the effective date hereof.

(b) The option shall be automatically and permanently revoked if RANCHO HILLS withdraws from the current Lake Shastina Civic Services agreement or any successor agreement entered into by all of the parties hereto which establishes or maintains the cooperation or consolidation of their administrative and maintenance functions.

4. MANNER OF EXERCISE. In order to exercise this option, RANCHO HILLS must deliver to SELLERS, within the time specified above, written notice of its intention to do so and pay into escrow the specified purchase price.

5. ESCROW. Escrow shall be opened immediately upon exercise of the option, and shall be closed as soon as possible, and in any case, within ninety (90) days thereafter. Each party shall pay an equal share of escrow fees and expenses.

6. TITLE. Title is to be free of liens, easements, restrictions, rights, and conditions of record or known to the seller, other than the following: (a) current property taxes; and, (b) covenants, conditions, and restrictions, and public utility easements of record, unless they do not materially affect the continued use of the Building and Property for the purposes for which they are presently being used. As a condition of close of escrow, a standard California Land Title Association policy of title insurance, insuring the interest of RANCHO HILLS, may be obtained by RANCHO HILLS at its sole cost and expense.

7. NOTICES. Any notice or other communication to be given hereunder by either party to the other may be either personally delivered, or mailed, postage prepaid, to the other party at the address set forth below. Mailed notices shall be deemed received two (2) mail delivery days after posting, unless a return receipt, signed by the addressee, indicates an earlier date of actual receipt. Mailed notices shall be addressed to the administrative office of the party to which they are directed.

8. POSSESSION. RANCHO HILLS shall have non-exclusive possession of the Building and the Property as of close of escrow.

9. LITIGATION. In the event that any party to this Agreement commences any action against another party hereto for the enforcement, breach, or interpretation hereof, the prevailing party in such action shall recover from the other party its actual reasonable attorney fees incurred in the prosecution of, and preparation for, the litigation, and including the actual reasonable cost of expert witnesses and consultants. In any such litigation, each party hereby waives its right to a jury trial.

10. SUCCESSORS, ASSIGNS. This Agreement shall be binding on and inure to the benefit of the successors, assigns, and personal representatives of the parties hereto, except insofar as prohibited herein.

11. OTHER DOCUMENTS, ADDITIONAL ACTS. The parties shall execute such other documents, and take such additional actions, as may be reasonably necessary for the implementation and consummation of this Agreement.

12. CONSTRUCTION, INTERPRETATION; REPRESENTATION. This

Agreement shall be construed and enforced in accordance with the laws of the State of California, and fairly and evenly as to each side, notwithstanding that one party or the other, or its attorney, may have drafted all or any part hereof.

13. LEGAL REPRESENTATION. The draft of this document has been prepared by ROBERT D. WINSTON of KIRSHER, WINSTON & BOSTON, L.C. ("Attorney"), who serves as General Counsel to both parties hereto, and who has previously informed the parties, and hereby reiterates, that his advice and counsel to them in regard to this transaction, and in the preparation of this document, each of the terms of which is negotiable and potentially material, would constitute an actual conflict-of-interest, and therefore, each of the parties is advised to seek other, independent legal advice prior to entering into this agreement. Regardless of whether they actually obtain such independent legal advice, each of the parties hereby waives said conflict, and acknowledges that it has had an ample opportunity to obtain such independent legal advice, and that it has done so, or declined to do so entirely of its own volition and not by reason of any representation or assurance of Attorney.

14. ENTIRE AGREEMENT; AMENDMENTS. This contract constitutes the entire agreement between the parties. There are no other agreements, representations, or understandings not set forth herein or in a separate writing. Any amendments hereto shall be in writing, and approved by the governing board of the party to be bound, and in the absence of such approval no amendment of this agreement may be made.

Lake Shastina Mutual Water
Company, by:

Dated: _____

President

Secretary

Lake Shastina Community Services
District, by:

Dated: _____

President

Secretary

Lake Shastina Property Owners
Association, by:

Dated: _____

President

Sec/Treas

Rancho Hills Community
Association, by:

Dated: _____

President

Sec/Treas

Approved as to form:

Robert Bare, General Manager,
Lake Shastina Civic Services

When Recorded Mail To
Lake Shastina Property Owners Assoc.
16320 Everhart
Weed, CA 96094

Mail Tax Statements To

Same as above

Grant Deed

Grant Deed (Excluded from Reappraisal Under Proposition 13 i.e., Calif. Const. Art 13A§1 et. seq.)

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:

DOCUMENTARY TRANSFER TAX: _____

- () Computed on full vaue of property conveyed; or
- () Computed on full value less value of liens & encumbrances at time of sale.
- () Unincorporated area: () City of _____.

GRANTOR(S): LAKE SHASTINA COMMUNITY SERVICES DISTRICT **hereby GRANT(S) to** LAKE SHASTINA PROPERTY OWNERS ASSOCIATION an undivided twenty-eight percent (28%) interest in the subject real property and all improvements thereto in the following described real property in the County of Siskiyou, State of California:

DESCRIPTION ATTACHED

Lake Shastina Community Services
District, by:

Dated: _____

President

Secretary/Treasurer

BILL OF SALE

For valuable consideration, receipt of which is hereby acknowledged, LAKE SHASTINA MUTUAL WATER COMPANY hereby sells, conveys, and transfers to LAKE SHASTINA PROPERTY OWNERS ASSOCIATION an undivided Twenty-eight Percent (28%) right, title, and interest in and to the improvements to the real property commonly known as 1632 Everhart Lane, Lake Shastina, Weed, California, which real property is more particularly described at Exhibit A, attached hereto, including but not limited to the building commonly known as the Lake Shastina Civic Services Building.

Dated: _____, 1998

Lake Shastina Mutual Water Co., by:

President

Sec/Treas

Dec-06-04 05:14A KIRSHER WINSTON BOST

530 926-3444

P.01
Legal Assistant:
GEORGIA L. TOMS
JOANNE DRAGMIREWRAY E. KIRSHER (1922 - 2003)
ROBERT D. WINSTON
ROBERT B. BOSTON**KIRSHER, WINSTON & BOSTON**
A LAW CORPORATION□ 150 Alamo, Suite 103, P.O. Box 669
Wood, CA 96094 (530) 938-3438
FAX (530) 938-3247X 205 N. Mt. Shasta Blvd., Suite 400, P.O. Box 17
Mt. Shasta, CA 96067 (530) 926-3444
FAX (530) 926-3599**RECEIVED**
DEC 06 2004
BY: _____☒ THIS IS A CONFIDENTIAL ATTORNEY - CLIENT COMMUNICATIONFAX TRANSMITTAL**CONFIDENTIAL**To : L SCSDAttn: Jamie LeaFAX Number: 938-4739From: R. Winston @ Kirsher, Winston & Boston, L.C.

FAX Number: (530) 926-3599

Date: 12/6/04Subject: L SPOA leaseNUMBER OF PAGES SENT, INCLUDING THIS COVER: 10

____ Please call us and confirm receipt of the above.

☒ The original of this transmittal is being mailed to you.ENCLOSURE(S): Bill of Sale; Quitclaim Deed;
Memorandum of Lease; Lease AgreementCOMMENTS: I tried to e-mail this to you,
but was unsuccessful.

BILL OF SALE

For good and valuable consideration, receipt of which is hereby acknowledged, LAKE SHASTINA PROPERTY OWNERS ASSOCIATION, a California non-profit public benefit corporation, hereby transfers and conveyes to LAKE SHASTINA COMMUNITY SERVICES DISTRICT, a California public agency, all of its rights, title interests, and ownership in the structures and other improvements to the real property commonly known as 16320 Everhart Drive, Weed, California, ~~along with the personal property described at Exhibit A, attached hereto.~~

Lake Shastina Property Owners
Association, by:

Dated: _____

president

treasurer

Recording Requested By/

When Recorded. Return To:

Kirsher, Winston & Boston, L.C.

P.O. Box 177

Mt. Shasta, CA 96067

CORPORATE QUITCLAIM DEED

LAKE SHASTINA PROPERTY OWNERS ASSOCIATION, a California nonprofit public benefit corporation, hereby conveys and transfers to LAKE SHASTINA COMMUNITY SERVICES DISTRICT, a California public agency, the Siskiyou County, California, any and all interests it may have in the real property described at Exhibit A, attached hereto.

Lake Shastina Property Owners
Association, by:

Dated: _____

(President)_____
(Treasurer)

Recording Requested By/

When Recorded, Return To:

Kirsher, Winston & Boston, L.C.
P.O. Box 177
Mt. Shasta, CA 96067

MEMORANDUM OF LEASE

This is a memorandum of the Lease Agreement made on _____ by and between LAKE SHASTINA COMMUNITY SERVICES DISTRICT, a California public agency (herein, "DISTRICT"), and LAKE SHASTINA PROPERTY OWNERS ASSOCIATION, a California nonprofit public benefit corporation (herein, "LSPOA").

1. AGREEMENT TO LEASE.

DISTRICT has leased to LSPOA, and LSPOA has hired from DISTRICT the Premises described as 16320 Everhart Drive, Weed, California, as follows: a non-exclusive right to use and occupy such portions of the Premises as may be reasonably required by LSPOA, subject to approval and concurrent use by DISTRICT and its invitees, for the conduct of LSPOA's administrative functions. Included in such rights shall be the use of the board meeting room for such meetings of LSPOA as it may from time to time require, subject to scheduling coordination with DISTRICT.

2. TERM OF LEASE.

The term of this lease shall be for twenty (20) years, commencing on _____.

3. OTHER TERMS AND CONDITIONS.

The other terms and conditions of the lease are set forth in the Lease Agreement executed by the parties.

Memorandum of Lease, Page 2

DISTRICT:
Lake Shastina Community Services
District, by:

Dated: _____

LSPOA:
Lake Shastina Property Owners
Association, by:

Dated: _____

(attach notarizations)

LEASE AGREEMENT

This Lease Agreement is made at Siskiyou County, California, on the date last written below, by and between LAKE SHASTINA COMMUNITY SERVICES DISTRICT, a California public agency (herein, "DISTRICT"), and LAKE SHASTINA PROPERTY OWNERS ASSOCIATION, a California nonprofit public benefit corporation (herein, "LSPOA").

Recitals. LSPOA is the owner of an undivided interest in the "Lake Shastina Administration Building", located at 16320 Everhart Drive, Weed, Lake Shastina, California (herein, the "Property"), and the personal property contents thereof. DISTRICT is the record and equitable owner of all other interests in the Property and contents. LSPOA has agreed to convey its entire interest in the Property and contents to DISTRICT in exchange for a prepaid 20-year non-exclusive leasehold in portions of the Property (herein, the "Premises") on the terms set forth herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. AGREEMENT TO LEASE.

DISTRICT hereby leases to LSPOA, and LSPOA hereby hires from DISTRICT the Premises described as follows: a non-exclusive right to use and occupy such portions of the Property as may be reasonably required by LSPOA, subject to approval and concurrent use by DISTRICT and its invitees, for the conduct of LSPOA's administrative functions. Included in such rights shall be the use of the board meeting room for such meetings of LSPOA as it may from time to time require, subject to scheduling coordination with DISTRICT.

2. TERM OF LEASE; RENT.

a. Term. The term of this lease shall be for twenty (20) years, commencing on _____.

b. Rent. The rent payable by LSPOA to DISTRICT for the

Premises shall be \$120,000.00, payable in monthly installments of \$500.00. DISTRICT hereby acknowledges receipt of payment in full of all of the rent due for the entire lease term, in consideration of DISTRICT's receipt of a quitclaim deed and any other appropriate instruments from LSPOA conveying LSPOA's aforesaid interest in the Property, free and clear of any liens or encumbrances.

3. TAXES AND ASSESSMENTS.

a. Real Property Taxes. DISTRICT shall pay before delinquency all taxes and assessments, including but not limited to police and fire taxes levied by DISTRICT, that are levied on or charged as a result of DISTRICT's ownership interest in the Property during the term of this lease. LSPOA shall reimburse DISTRICT for 33.5% of the same.

b. LSPOA Leasehold and Personal Property. LSPOA shall pay before delinquency all taxes and assessments that are levied or assessed against LSPOA's leasehold herein.

4. USE.

LSPOA shall use the Premises only for its administrative functions, and for no other purposes without DISTRICT's prior written consent.

5. DISTRICT'S MAINTENANCE.

DISTRICT and LSPOA shall share the cost of maintenance, repairs, and other expenses relating to the Property, whereby DISTRICT shall pay 66.5% and LSPOA shall pay for 33.5% of the same. LSPOA shall reimburse DISTRICT for such portion of insurance costs, including the cost of including LSPOA as an additional insured, as may be from time to time agreed upon between them.

6. LSPOA'S ALTERATIONS.

LSPOA shall not make any alterations to the Premises or the Property.

7. EXCULPATION OF DISTRICT.

DISTRICT shall not be liable to LSPOA for any damage to

LSPOA or LSPOA's property from any cause, excepting only negligent, intentional, or malicious acts of DISTRICT or DISTRICT's employees.

8. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.

DISTRICT shall maintain public liability and property damage insurance on the Property, naming LSPOA as an additional insured. DISTRICT shall bear the cost of such insurance, provided however, that LSPOA shall reimburse DISTRICT for 33.5% of the same.

9. DESTRUCTION.

If, during the lease term, the Premises are totally or partially destroyed from a risk not covered by any insurance thereon, rendering them totally or partially inaccessible or unusable by LSPOA, LSPOA may terminate this lease. In that event, LSPOA shall not be entitled to any compensation from DISTRICT. If and at such time as the Premises are restored, however, this lease shall resume for the balance remaining on its term, on the conditions specified herein. If the Premises are damaged under circumstances that are covered by insurance, DISTRICT shall restore them as soon as practical, and this lease shall be extended by a period equal to the amount of time during which the Premises could not be utilized by LSPOA.

10. ASSIGNMENT.

LSPOA shall not have the right to assign or sublease this lease without first obtaining DISTRICT's prior consent.

11. SIGNS.

LSPOA shall have the right to place, construct, and maintain one (1) exterior sign on the Property, not to exceed 2'x 6' feet in size, at LSPOA's sole cost and expense, the location of which is to be subject to DISTRICT approval.

12. SURRENDER OF PREMISES.

On expiration of the lease term, LSPOA shall surrender to DISTRICT all possession and use of the Premises.

13. INTERPRETATION.

This lease agreement shall be interpreted evenly and fairly as to both sides, as if it had been jointly prepared by them.

14. UTILITIES.

DISTRICT shall pay for all utilities and services provided to the Property, provided however, that LSPOA shall reimburse DISTRICT for 33.5% of the same.

15. CONDITION OF LEASED PREMISES.

LSPOA has fully inspected and is familiar with the Premises, and it is unconditionally satisfied with the condition of same. DISTRICT shall not be obligated to make any repairs, improvements, or modifications to the Premises, the Building, or the Property unless DISTRICT has so agreed in writing. In no event shall DISTRICT be obligated to modify the Premises, the Building, or the Property in order to comply with any special needs of LSPOA.

16. AUTHORITY OF SIGNATOR.

Each of the undersigned personally warrants that he/she has been duly authorized to execute this lease agreement on behalf of the organization which he/she purports to represent.

17. MEMORANDUM OF LEASE.

A short form memorandum of this lease may be prepared by LSPOA, and upon approval by DISTRICT and acknowledged execution by both DISTRICT and LSPOA, the same shall be recorded with the Recorder of Siskiyou County. Upon the expiration or termination of this lease, but prior to its recordation, LSPOA shall execute, acknowledge, and deliver to DISTRICT for recordation, a quitclaim deed or other appropriate instrument to memorialize the transfer to DISTRICT of LSPOA's interest in the leased Premises.

DISTRICT:
Lake Shastina Community Services
District, by:

Dated: _____

LSPOA:
Lake Shastina Property Owners
Association, by:

Dated: _____



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

MINUTES

LSCSD/LSPOA Committee Meeting

Friday, March 10, 2017 – 1:30 p.m.

Administration Building

16320 Everhart Drive ▪ Weed, California 96094 ▪ (530) 938-3281

Call to Order: 1:30 p.m.

Committee Members present:

Dir. Carol Cupp, Dir. Rita MacIntosh, Jim Durden, Charlene French

Also Present: Barbara and Craig Thomsson, Dennis Burkell, Lorene Miller, Mike French, Norm MacIntosh

Pledge of Allegiance: Dir. Cupp led the Pledge of Allegiance

Public Comments: Dennis Burkell asked who was taking the minutes and the response was Carol Cupp.

Committee Member Comments: None

Business:

1. Approval of Minutes: March 2, 2017 – Approved.
2. Subcommittee reports with recommendations were discussed and distributed in preparation for Board meeting on 3/15/17.
 - a. Public Works Yard and Equipment- new data on yard space and current months equipment usage (roughly over \$2,000 for February and \$1,800 for March)

Questions were fielded from public about the use of the LSPOA backhoe and trailer and free access to such and whether there was a local rental company that could be put on an equipment retainer.
 - b. Building and other expenses
 - c. Staffing
3. Next meeting on March 23, 2017 at 1:30, Administration Conference Room, depending on Board direction.

Adjourn: 4:00 p.m.



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

MINUTES

LSCSD/LSPOA Committee Meeting
Thursday, March 23, 2017 – 1:30 p.m.

Administration Building
16320 Everhart Drive ▪ Weed, California 96094 ▪ (530) 938-3281

Call to Order: 1:30 p.m.

Committee Members present:

Dir. Carol Cupp, Dir. Rita MacIntosh, Jim Durden, Charlene French

Also Present: Mike French and Norm MacIntosh

Pledge of Allegiance: Dir. MacIntosh led the Pledge of Allegiance

Public Comments: None

Committee Member Comments: None

Business:

1. Approval of Minutes: March 10, 2017 – Approved.
2. Subcommittee recommendations and draft agreements were discussed and changed as needed. Final reports will be reviewed at next committee meeting in preparation for next board meeting on 4/19/17.
 - a. Public Works Yard and Equipment
 - b. Building and other expenses
 - c. Staffing
3. Next meeting on March 31, 2017 at 2:30 p.m., Administration Conference Room

Adjourn: 4:20 p.m.



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

TO: LSCSD BOARD OF DIRECTORS

MEETING DATE: April 19, 2017

FROM: Director Rita MacIntosh
Water Well Committee Chairman

SUBJECT: FINAL REPORT / RECOMMENDATION TO THE BOARD

LSCSD has wanted to have at least one more water well for backup and to secure our future growth. With budget constraints, test wells will probably have to be paid by the water planning grant (grant covers 3-4 test wells).

BACKGROUND:

LSCSD has foreseen the need to have additional well site(s) as back up to our current wells and to have water available for future growth.

FINDINGS:

We have reviewed several well sites as listed:

- East of Indian Island (3 separate sites)
 - Advantages:
 - These locations are near most residents and the storage tanks and on the south side of the 'pinch point'
 - Estimated well production is 500-600
 - Obstacles:
 - The LSCSD would have to get an agreement with each owner to drill a test well and agree on a purchase price before drilling. Property currently on the market range from 0.25 to 0.5 acres and would cost approximately \$10,000 to \$30,000.
 - The LSPOA Board would have to approve the drilling of a well (test or permanent) by LSCSD.
 - You cannot have wells within 500 feet of each other
- Well #5 Site
 - Advantages:
 - The LSCSD already owns the land.
 - Estimated well production 800-1000
 - Obstacles:

- This is closer to the Shasta River than any other site. Although there are no county or state prohibitions to using this site, we may want to touch base with the Montague Water District and possibly with the Karuk Tribe or complete the CEQA report already started.
- Jamie Lea Property
 - Advantages:
 - Mr. Lea may be interested in selling 1 acre to the LSCSD. This property would be located on Big Springs Road between the well 5 site and the entrance to Rancho Hills. It would be further away from the Shasta River than the Well #5 land.
 - Obstacles:
 - This property would have to be surveyed at a cost of approximately \$3,000.
 - The LSCSD would have to purchase land. The cost might be \$10,000 to \$15,000. Mr. Lea might swap for the Well #5 property. It is unknown who would have responsibility for proper abandonment of the old agricultural well after the swap.
 - Although there are no county or state prohibitions to using this site, we may want to touch base with the Montague Water District and possibly with the Karuk Tribe or complete the CEQA report already started.
- Well #10 Site
 - Advantages:
 - The LSCSD already owns the land.
 - A test well drilled a few years ago established a reasonable flow rate producing excellent quality water. The driller predicted that this site could produce 800 to 1,000 gallons per minute. The district has the data collected from this test.
 - Obstacles:
 - The test drill was stopped early. It is not known how deep a permanent well would have to be drilled.
- Rancho Hills Properties along Riverside Dr.
 - Advantages:
 - This land is in an area that has a good probability of producing a good volume and quality of water.
 - Obstacles:
 - The LSCSD would have to buy land.
 - No properties have for sale signs posted.
 - The Rancho Hills HOA President was not willing to address the legal question without knowing which properties were being considered.

Other information:

- The Davis Sterling Act (governing HOAs and POAs) does not prohibit CSDs from buying land for the purpose of providing additional CSD services. The LSPOA provided copies of relevant sections of their CC&Rs.

- Each test well will cost approximately \$15,000 to \$20,000. Well drillers bring their own generators; therefore, we would not have to provide any services at this time.
- The old agricultural well #5 should be properly abandoned (cost unknown at this time) no matter where a new well or wells are developed.
- Construction costs for each site would vary due to distance from electrical sources and distance to connection points with water mains. It is hoped that these costs would be covered by grant monies.

RECOMMENDATION:

The committee would recommend that the General Manager be instructed to get necessary permits and approvals, get bids for the test wells and proceed using grant monies for:

Options

- 1) East of Indian Island and Well 5
- 2) East of Indian Island and Well 10
- 3) Well 10, Well 5 and Jamie's property or Rancho Hills property
- 4) Amend, modify or reject above options

Drinking Water Wells Committee
Friday March 24, 2017 Meeting
Minutes

ITEM 3

CALL TO ORDER: 1:02 pm

Committee Roll Call:

Director Layne ✓ Director MacIntosh ✓
Don Moore ✓ Paula Mitchell ✓ Staff: Robert Moser ✓
Ex-Officio Member: GM Drexel absent

PLEDGE OF ALLEGIANCE: Robert Moser led the Pledge of Allegiance

PUBLIC COMMENTS: There were 10 people in attendance. Four people made comments.

COMMITTEE MEMBER COMMENTS: One committee member made a comment.

BUSINESS ITEM:

1. Rita MacIntosh was elected Chair of the committee. Paula Mitchell was appointed to take minutes for committee meetings.
2. Establish goals:
 - a. Four general areas were selected as potential water well sites:
 1. Properties east of Indian Island
 2. Well #5 property (currently owned by LSCSD)
 3. Properties along Riverside Drive in Rancho Hills
 4. Well #10 property (currently owned by LSCSD)
 - b. Mission Statement:

The mission of the LSCSD Drinking Water Well Committee is to recommend to the Board of Directors sites for the district to conduct a test drill for the purpose of creating a drinking water well.
 - c. The criteria for site selection should be based upon (not listed in order of priority):
 1. Expected production rates, recharge and water quality
 2. Expected lowest pumping costs
 3. Ease of maintenance
 4. Availability of appropriate electrical supply
 5. Estimated cost to acquire land
 6. Expected ease of permitting with the county and the state
 7. Expected ease of legal clearances (land ownership and clearance from H/POA restrictions)
 8. Sites cannot trigger state or county requirements for treating water.
3. Assign tasks to be completed:

Criteria 1. and 6. were assigned to Don Moore
Criteria 2. and 3. were assigned to Robert Moser
Criteria 4. was assigned to Robert Moser
Criteria 5. was assigned to Roxanna Layne
Criteria 7. was assigned to Paula Mitchell
Criteria 8. Cannot be assessed until water quality from test drilling is tested.
4. Establish future meeting date:

The next meeting will be April 4, 2017 at 1pm.

ADJOURN: 2:40 pm



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

TO: LSCSD BOARD OF DIRECTORS
MEETING DATE: APRIL 19, 2017
FROM: KARL DREXEL, GENERAL MANAGER
SUBJECT: PROCLAMATION OF VOLUNTEER WEEK

Have Board President Proclaim April 23-29, 2017 as Lake Shastina Volunteer Appreciation Week

BACKGROUND:

Chief of Police Mike Wilson brought a suggestion to me that the District recognize the volunteers so vital to the District and community during National Volunteer Week. This is a great opportunity to celebrate the contributions the volunteers make to the District and the community. Volunteers are an integral part of the Lakes Shastina Community Services District and we would like to recognize them and show our appreciation for all that they do.

RECOMMENDATION:

Staff recommends the Board President proclaim the Week of April 23-29, 2017 the Lake Shastina Volunteer Appreciation Week.



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

TO: Lake Shastina Community Services District Board

FROM: Steven Pappas, Fire Chief

Meeting Date: April 19, 2017

SUBJECT: Request board to accept watercraft donation

I. RECOMMENDATION:

By Motion, authorize the Fire Chief to accept the donation of the Personal Watercraft in order to safely perform water rescue operations on Lake Shastina.

II. BACKGROUND:

The Lake Shastina Fire Department (LSFD) has been a first due resource to any water rescues that take place on Lake Shastina for many years. During this time LSFD has utilized various equipment in order to perform these rescues. Some of which include our own rescue boat and personal watercraft as well as a mutual aid agreement with the Sherriff's department utilizing their aluminum boat which was stored in our boat house. For the past 3 years LSFD has not had any rescue equipment which has resulted in extremely lengthy response times for water rescues.

We do have the option of storing the Sherriff's boat in our boat house however this leaves many complications to not only our firefighter's safety but the life safety of the victim who needs to be rescued. Since the boat is owned and operated by the Sheriff's department LSFD must wait for them to arrive at scene before the boat can be placed in the water. This has typically taken 45 to 90 minutes. Once the boat is placed in the water LSFD personnel then assist the Sherriff's department by going on the boat with them. Every single time I have seen this happen the firefighter assisting the Sherriff's department has been completely untrained in water rescue and not issued proper PPE.

A common phrase I hear from some community members is the lake is not our responsibility. This may be true on some aspects however any water rescue that takes place LSFD is not only on the first alarm we are almost always the first at scene. We are dispatched to these calls unprepared, untrained and without the proper equipment. It is time to change that.

I have spoken with the Montague Water District, Cal Fire and the Sherriff's Department in regards to LSFD not only gaining watercraft for rescue but also becoming properly trained and certified by NFPA guidelines. We have the highest encouragement and praise for doing so from all 3 agencies. In fact most cannot believe that we do not have our own rescue equipment already in place. An Auto Aid agreement is already in place with Cal Fire and the Sherriff's Department which avoids any extra steps to begin utilizing our watercraft.

Once LSFD takes ownership of the watercraft all firefighters will be properly trained and certified by the Office of State Fire Marshall before they are allowed to perform any sort of water rescue. The following courses will be required:

California Boating License and Boat Safety Course

Still Water Rescue NFPA 1670

After researching the liability aspect with our current insurance provided to the firefighters and LSFD it has been found that there is no additional costs or liability once we start providing these rescues. The same goes with Sierra Sacramento Valley EMS Agency who have assured that getting our patient from the water to the ambulance by watercraft is 100% acceptable.

III. DISCUSSION:

An effective solution to provide water rescue at no additional cost to LSFD has been needed for quite some time. Accepting the donation of the proper equipment will benefit our community and the safety of our firefighters.

IV. FISCAL IMPACT:

Annual Maintenance of the watercraft estimated at \$10

V. ALTERNATIVES:

1. The board can provide direction to make any necessary changes.
2. The board can accept the donation.
3. The board can take no action.

VI. LEGAL REVIEW:

N/A

VII. ATTACHMENTS:

N/A



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

TO: LSCSD BOARD OF DIRECTORS

MEETING DATE: April 19, 2017

FROM: KARL DREXEL, GENERAL MANAGER

SUBJECT: PROPERTY & LIABILITY INSURANCE WITH WORKERS COMP

Authorize GM to investigate further and contract with GSRMA if policies are competitive

BACKGROUND:

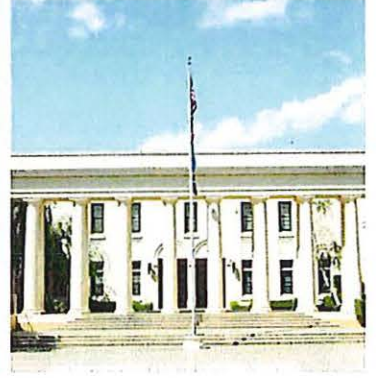
One of the District's largest single annual expense is Insurance. The LSCSD has been with the Special District Risk Management Authority for many years. We pay them approximately \$125,000 per year for Property, Liability and Workers Comp. They have various incentives, which staff works tirelessly on to reduce costs and we have been successful with it over the years. They also provide training webinars through Target Solutions, which staff takes advantage of on a regular basis. However our W/C MOD (Experience Modification Rate) is 2.44, meaning we are paying 2.4 times the average rate for our industry. Our W/C premium in 2016 was \$72,010. Property and Liability is another \$53,477.

When I was hired, one of the priorities of the Board was to do due diligence in looking for competitive rates for our insurance. After a lot of searching we found Alliant Insurance, a commercial broker that actually carries some of SDRMA's co-insurance. They put a package together with our existing coverage and shopped it around. The Golden State Risk Management Authority out of Willows CA has sent us a proposal, which is attached. They provide the same coverage and maybe a little more than SDRMA for a fraction of the price, including Fire and Police. Their proposal provides for Workers Comp at \$62,000 and P&L at \$36,000, or a savings of \$27,000 or 22% per year. Rates are guaranteed for 3 years; however we are committed to them for three years as well.

On the surface it looks like a great deal. They have training, seminars, webinars, loss prevention courses to lower the MOD and many of the same things SDRMA has. There is also a potential to lower the rates an additional 10% through certain loss prevention practices they propose.

RECOMMENDATION:

Staff recommends the Board authorize the General Manager to investigate the policies further and contract with GSRMA for three years if the policies are competitive with, or better than, SDRMA. Authorize Board President to sign standard Resolution required by carrier when available.



GOLDEN STATE

RISK MANAGEMENT AUTHORITY

Innovative programs, personalized service

**Insurance / Risk Management Proposal
for
Lake Shastina
Community Services District**

Established in 1979

April 10, 2017

Lake Shastina Community Services District
16320 Everhart Dr.
Weed, CA 96094

Thank you for the opportunity to provide a quote for Lake Shastina CSD's insurance and risk management program. Golden State Risk Management Authority (GSRMA) is an excellent option for rural community services districts.

Based on the information provided, below is the estimated annual cost for Lake Shastina CSD*:

Workers' Compensation	\$	62,006
General Liability/Pollution/Crime	\$	24,690
Property/Auto/Misc.	\$	11,037
Total	\$	97,733

Per GSRMA's Joint Powers Agreement, your rates will remain level for three years.

GSRMA requires participation in all applicable programs, and a three-year membership commitment. This commitment is vital to rate stabilization in risk-sharing pools. GSRMA was formed in 1979, and has provided its members with extremely competitive rates and high limits of coverage. GSRMA currently has 265 member agencies.

GSRMA is very strong financially and *Accredited with Excellence* from the California Association of Joint Power Authorities (CAJPA). The CAJPA accreditation is an extensive third-party examination of an insurance pool's structure, finances and operations. We are proud of this recognition.

Following is a summary of the coverage and services represented in this quote. GSRMA is diligent in its effort to provide members protection with no "gaps". Coverage such as Director's E&O, Employment Practices Liability, Pollution Liability, even Flood and Cyber Liability risks are covered! We look forward to an opportunity to serve your agency. Feel free to call with any questions.

Sincerely,



Walter Michael, Member Services Specialist
(530) 934-5633

*Payroll rates = \$3.40/ \$100 General Liability and \$8.60/\$100 for Workers' Compensation.
Property rate = .13/\$100 value

Innovative programs, personalized service

Coverage Summary and Limits

Comprehensive General Liability \$50,000,000 Per Occurrence Limits Broad Occurrence Coverage Including:

- First-dollar coverage - no member retention or deductible for liability losses
- Bodily Injury & Property Damage
- Personal Injury
- Public Officials Errors & Omissions
- Automobile Liability
- Contractual Liability
- Employment Practices Liability
- Pollution Liability
- Crime-Bond Coverage – (\$10,000,000 Limits)
- Excess coverage is provided through the CSAC Excess Insurance Authority, one of the largest and most respected public entity insurance programs in the nation

Workers' Compensation

Statutory Limits/\$5,000,000 Employers Liability:

- Complete Self-Administration of Claims
- Coordinated Phone-In Reporting and Injury Triage
- Customized Return-to-Work Programs
- Nationally Recognized for Innovative Claims Management Solutions

Property and Miscellaneous Coverage

\$600,000,000 Limits Per Loss

- Low member deductibles
- All-risk, full replacement cost coverage
- Real and personal property
- Automobile, mobile equipment, boiler and machinery
- Flood coverage included
- No co-insurance clause
- Optional earthquake, watercraft and aviation/airport coverage



Fax 530-938-3179

Lake Shastina Fire Department

16309 Everhart Drive
Weed CA 96094

Phone 530-938-3161

During the Month of March the Lake Shastina Fire Department responded to a total of 22 calls.

- 15 Medical Aids
- 1 Water rescue (stranded boater)
- 3 vegetation fire
- 2 Structure Fires
- 1 Traffic Collision

Lately our primary training focus has continued to be Vehicle Extrication. Black Butte Towing provided LSFD with the temporary use of a vehicle to practice on. Over the past few weeks we have ran live scenarios during our training night to give our firefighters some excellent hands on training.

I am currently in the process of writing a grant for the California Fire Safe Council in hopes to provide funds for fire fuel abatement as well as the green waste site. This grant is due May 12th. Additionally I have recently completed the VFA match grant for this coming year where approximately \$15,000 in funds were requested for various Communication and PPE equipment.

Lake Shastina Police Department

Inter-Office Memo

Item 8

Lake Shastina C.S.D. Board Report

March 2017

The Lake Shastina Police Department responded to approximately 54 calls during the month of March which are as follows:

Regular Police Calls:

Disturbance – 2	Traffic – 7	Identity Theft – 1
Domestic Violence – 2	Vandalism – 1	Attempt Suicide – 1
Suspicious Veh – 2	Suspicious Circ – 2	Unlawful Solicitation – 1
Illegal Camper – 3	Welfare Ck Person – 3	Open Door – 2
Civil Issue – 4	Found Property – 1	Mental Health – 1
Hit and Run – 1	Threats – 1	Camp Ground Ck – 3
Assist SCSO – 2	Assist CHP – 1	Assist OR State PD – 1
Assist Pub Works – 1	Probation Search – 2	Probation Violation – 1

Animal Calls:

Dogs at Large – 5	Dog Chasing Deer – 1	Barking Dog – 2
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Notable Cases:

Officer Owens was dispatched to a hit and run of POA property. Evidence at the scene was collected and Officer Owens was able to identify the suspect vehicle based on part numbers located on a piece of reflector left at the scene. Suspect and Suspect vehicle were apprehended.

Department Activity:

Officer Morgan Barr has been hired and is attending the final module of College of the Redwoods Police Academy. Morgan is scheduled to graduate in mid-June.

Officer Pam Robison is scheduled to start April 17, 2017.

Lake Shastina Police Department

Inter-Office Memo

Officer Rusty Owens was nominated as Officer of the Year by Officer Stan Beck. Officer Beck's nomination read:

Chief Wilson,

I would like to nominate Officer Rusty Owens as our 2016 Peace Officer of the Year. Rusty continues to dedicate his life to law enforcement and serves this community with a caring attitude.

After a reduction in staff due to budgets and injury, this department was reduced to limited patrol with only two officers serving the people. On May 1st, 2016 Officer Marshall retired after a distinguished career, leaving only Rusty Owens to respond to the calls for service. For the next nine months, Rusty covered the district 24 hours a day, 7 days a week.

Rusty continued to patrol the district, answer the phones and respond to all calls for service with a positive attitude. A normal family life suffered due to his dedication and professionalism shown to the Community of Lake Shastina.

While this tremendous burden is changing as we return to a full service Police Department, we should recognize Officer Owens for "Holding down the Fort" until reinforcements could arrive.

For his continued dedication to Lake Shastina and the Law Enforcement Community, I nominate Office Rusty Owens as the Lake Shastina Police Department Officer of the Year.

Officer Stan Beck

VERBAL

Update on Well #4 Retrofit (GM Drexel)

VERBAL

Update on B-113 Sewer Lift Station (GM Drexel)