



# **LAKE SHASTINA COMMUNITY SERVICES DISTRICT**

## **AGENDA**

### **REGULAR MEETING**

Wednesday, September 19, 2018 – 1:00 p.m.

Administration Building

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

CALL TO ORDER: 1:00 p.m.

LSCSD Board Roll Call: Directors: Cupp \_\_\_\_\_ Lewis \_\_\_\_\_ MacIntosh \_\_\_\_\_ Mitchell \_\_\_\_\_ Thompson \_\_\_\_\_

### PLEDGE OF ALLEGIANCE:

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 August 15, 2018 and Special Meeting September 4, 2018
- B. Ratification of Disbursements: July 1 through July 31, 2018 and August 1 through August 31, 2018
- C. Budget Comparison: YTD 2018/19
- D. LAIF Quarterly Report
- E. Ratification of transfer from LAIF Savings to CSD Operating Account

### DEPARTMENT REPORTS / UPDATES: NO ACTION ITEMS:

2. Fire Department Monthly Report (FC Pappas)
3. Police Department Monthly Report (PC Wilson)
4. Sewer Department Monthly Report (PWS Moser)
5. Water Department Monthly Report (PWS Moser)

### COMMITTEE REPORTS:

6. APPROVED COMMITTEE MINUTES / REPORTS / VERBAL UPDATES, if applicable.  
(Pres. Cupp may make committee appointments/changes as necessary.)
  - A. Budget / Finance Committee
  - B. Fire Department Advisory Committee
  - C. Police Department Advisory Committee
  - D. Policy Committee
  - E. Sewer and Water Systems Oversight Committee

### DISCUSSION / REPORTS: ACTION ITEMS:

7. Consideration of setting a date and time for a Special Meeting in November 2018 to replace the Regular Board Meeting scheduled for November 21, 2018 (GM Wilson)

### STAFF COMMENTS:

### BOARD MEMBER COMMENTS:

### PUBLIC COMMENTS ON CLOSED SESSION:

### ADJOURN TO CLOSED SESSION:

CLOSED SESSION:

- A. Personnel (Gov. Code Section 54957) Consider Public Employee Performance Evaluation: Fire Chief
- B. CONFERENCE WITH LABOR NEGOTIATORS - Pursuant to Government Code Section 54957.6 Agency Negotiators: Mike Wilson, General Manager; Employee Organization: Teamsters Local 137
- C. Conference with Legal Counsel – Significant Exposure to Litigation (Gov. Code Section 54956.9(b). Number of Cases: 1.

RETURN TO OPEN SESSION:

REPORT ON CLOSED SESSION:

DISCUSSION / REPORTS: ACTION ITEMS:

- 8. Consideration of Employment Agreement – Fire Chief (GM Wilson)
- 9. Consideration of LOU related to Section 12.5 of MOU between LSCSD and General Teamsters 137 (GM Wilson)
- 10. Consideration of clarifying language in Article 11 of MOU between LSCSD and General Teamsters Local 137 (GM Wilson)

ADJOURNMENT: The next LSCSD Regular Board Meeting is scheduled to be held on October 17, 2018, 1:00 p.m. 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, August 15, 2018, 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 ✓ Lewis ✓ MacIntosh ✓ Mitchell ✓ Thompson ✓

Also present: GM/PC Wilson, FC Pappas, AP/PC DeBon, AA Charvez and District Counsel Margaret Long. There were approximately 15 people in the audience.

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

PUBLIC COMMENTS: Comments received.

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

1. A. Approval of Minutes: Regular Meeting July 18, 2018
- B. Ratification of Disbursements: July 1 through July 31, 2018 (No written report.)
- C. Budget Comparison: YTD 2018/19 (No written report.)
- D. LAIF Quarterly Report (No written report.)

**Motion by Dir. Thompson second Dir. MacIntosh to approve Consent Calendar (Item 1A – no reports for Items 1B, C and D).**

**Ayes:** Directors Cupp, Lewis, MacIntosh and Thompson

**Noes:** None

**Absent:** None

**Abstain:** Director Mitchell

## DEPARTMENT REPORTS

2. Fire Department Monthly Report: FC Pappas reported. (No written report.)
3. Police Department Monthly Report: GM/PC Wilson reported.
4. Sewer Department Monthly Report: GM Wilson reported.
  - A. Notice of Availability of Draft Initial Study/Mitigated Negative Declaration for proposed facility upgrade for the LSCD Wastewater Improvement Project (Information Only)
5. Water Department Monthly Report: GM Wilson reported.

## COMMITTEE REPORTS:

6. APPROVED COMMITTEE MINUTES / REPORTS / VERBAL UPDATES, if applicable:
  - A. Budget / Finance Committee: Nothing to report.
  - B. Fire Department Advisory Committee: Nothing to report.
  - C. Police Department Advisory Committee: Nothing to report.
  - D. Policy Committee: Nothing to report.
  - E. Sewer and Water Systems Oversight Committee: Nothing to report.

## DISCUSSION / REPORTS: ACTION ITEMS:

The Board unanimously agreed to hear Item 10 prior to Item 7 (the minutes are presented in the same order as the agenda).

7. Authorization to participate in CAL-Card Program: GM Wilson and AP/PC DeBon reported. The Board discussed. Counsel Long stated she has reviewed the CAL-Card documents and recommends the Board consider a Credit Card Policy which is presented as Item 9.

**Motion by Dir. Lewis second Dir. MacIntosh to authorize staff to complete the form to obtain CAL-Cards for each of the Fire and Police vehicles.**

**Ayes:** Directors Cupp, Lewis, MacIntosh, Mitchell and Thompson

**Noes:** None

**Absent:** None

8. Consideration of purchasing two Type 3 Wildland Fire Engines: GM Wilson and FC Pappas reported. The Board discussed.

**Motion by Dir. Thompson second Dir. MacIntosh to authorize the Fire Chief to purchase two of the three Type 3 fire engines from the City of Fremont, as listed in report.**

**Ayes:** Directors Cupp, Lewis, MacIntosh, Mitchell and Thompson  
**Noes:** None  
**Absent:** None

9. Consideration of Credit Card Policy: GM Wilson and AP/PC DeBon reported. The Board discussed. Based on Board discussion, Counsel Long recommended a few changes to the proposed policy: 1) may assign to equipment, 2) may have staff maintain and assign as needed, and 3) to be used only for engine fuel, oil and coolant without approval of the General Manager.

**Motion by Dir. Mitchell second Dir. Thompson to approve the Credit Card Policy, as amended.**

**Ayes:** Directors Cupp, Lewis, MacIntosh, Mitchell and Thompson  
**Noes:** None  
**Absent:** None

10. Consideration of agreement with Mt. Shasta IT Services Inc. to establish managed Cloud System and IT Service: GM Wilson and Kevin Allard, Mt. Shasta IT Services' CEO/Systems Engineer, reported. The Board discussed.

**Motion by Dir. Mitchell second Dir. Lewis to authorize the General Manager to enter into a 3-year contract with Mt. Shasta IT Services pending reference check and conducting due diligence to his satisfaction.**

**Ayes:** Directors Cupp, Lewis, MacIntosh, Mitchell and Thompson  
**Noes:** None  
**Absent:** None

STAFF COMMENTS: None

BOARD MEMBER COMMENTS: Comments received.

PUBLIC COMMENTS ON CLOSED SESSION: None

ADJOURN TO CLOSED SESSION: With no objections by the Board, Pres. Cupp adjourned to Closed Session at 3:41 p.m.

CLOSED SESSION: 3:47 p.m.

Also present: GM Wilson. District Counsel Long and AP/PC DeBon present for Item A

A. Conference with Labor Negotiator (Gov. Code § 54957.6), District Negotiator: GM Wilson, Units: LSCSD Police Department

B. Personnel (Gov. Code Section 54957) Consider Public Employee Performance Evaluation: Fire Chief

With no objections by the Board, Pres. Cupp adjourned Closed Session at 4:45 p.m.

RETURN TO OPEN SESSION: 4:46 p.m.

Also present: GM Wilson and AP/PC DeBon. There was one person in the audience.

REPORT ON CLOSED SESSION: Pres. Cupp reported that direction was given.

ADJOURNMENT: With no objections by the Board, Pres. Cupp adjourned the meeting at 4:47 p.m.

The next LSCSD Regular Board Meeting is on Wednesday, September 19, 2018, 1:00 p.m. at the Administration Building.

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

\_\_\_\_\_  
 Carol Cupp, President

ATTEST:

\_\_\_\_\_  
 Mike Wilson, Secretary



## LAKE SHASTINA COMMUNITY SERVICES DISTRICT

Special Meeting/Workshop  
Monday, September 4, 2018 – 2:00 p.m.  
Administration Building  
16320 Everhart Drive • Weed, California 96094 • (530) 938-3281  
**Unapproved MINUTES**

CALL TO ORDER: 2:05 p.m.

LSCSD Board Roll Call: Cupp ✓ Lewis absent MacIntosh ✓ Mitchell ✓ Thompson ✓

Also present: GM Wilson, SAC Neile, AA Charvez and Counsel Margaret Long via teleconference. There were no people in the audience.

PLEDGE OF ALLEGIANCE: Dir. Thompson led the Pledge of Allegiance.

PUBLIC COMMENTS: None.

BOARD MEMBER COMMENTS: None.

ADJOURN TO CLOSED SESSION: With no objections by the Board, Pres. Cupp adjourned to Closed Session at 2:07 p.m.

CLOSED SESSION: 2:08 p.m.

Also present: GM Wilson and Counsel Long.

A. Conference with Legal Counsel – Significant Exposure to Litigation (Gov. Code Section 54956.9(b).

Number of Cases: 1. District Counsel Margaret Long will attend via teleconference.

With no objections by the Board, Pres. Cupp adjourned Closed Session at 3:14 p.m.

RETURN TO OPEN SESSION: 3:15 p.m.

Also present: GM Wilson, SAC Neile and AA Charvez.

REPORT ON CLOSED SESSION: Pres. Cupp reported that direction was given to staff.

ADJOURNMENT: 3:16 p.m.

The next LSCSD Regular Board Meeting is scheduled to be held on September 19, 2018, 1:00 p.m. at the Administration Building.

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

\_\_\_\_\_  
Carol Cupp, President

ATTEST:

\_\_\_\_\_  
Mike Wilson, Secretary

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

1B

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Board motion "To ratify the checks for expenses, including payroll and liabilities, issued on behalf of the District for the period of July 1 thru July 31, 2018 for a total of: " \$ 341,317.31

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

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Submitted for July 2018	\$ 341,317.31
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Expenses - Regular Checks SVB Account	\$ 220,854.73
Expenses - Payroll & Liability Checks SVB Account	\$ 120,462.58
<u>Subtotal</u>	<u>\$ 341,317.31</u>
<u>Total CSD Expenses</u>	<u>\$ 341,317.31</u>

Date	JE or Ck #	Payee	Total Expense	Regular Expenses	Payroll Expenses	10 General	15 Sewer	20 Water	25 Police	26 COPS Grant	30 Fire
7/3/2018	JE #72351	Bank Service Charge	18.40	18.40		18.40					
7/5/2018	22636-22642	Payroll Checks (Live Checks)	8,303.36		8,303.36		1,537.15				6,766.21
7/5/2018	22642	B.Tupman S/B Direct Depoist -VOID	-	-							
7/5/2018	503525	EDD EFT	2,122.26	2,122.26	279.84	424.50			274.60	43.37	1,099.95
7/5/2018	503526	EFTPS EFT	7,818.40	7,818.40	1,057.25	1,135.37			2,126.62	299.76	3,199.40
7/5/2018	503527	American Funds EFT	487.54	487.54					406.63	80.91	
7/5/2018	503528	CalPERS Classic EFT	1,809.21	1,809.21	923.59	885.62					
7/5/2018	503529	CalPERS Pepra EFT	747.89	747.89	451.72	296.17					
7/5/2018	503530	CalPERS 457 EFT	1,118.18	1,118.18	655.00	288.62			135.79	58.77	
7/5/2018	503531	SVB EFT - Payroll Checks (Direct Deposits)	25,654.42	25,654.42	6,603.45	5,600.67			7,612.98	1,681.01	4,156.31
7/9/2018	738	First Ntl Bank-RM	4,134.55	4,134.55			2,067.27	2,067.28			
7/12/2018	733	CalPERS-Survivor Benefit Pepra	213.20	213.20	140.40	36.40	36.40				
7/12/2018	734	CalPERS-Survivor Benefit Classic	312.00	312.00	124.80	93.60	93.60				
7/12/2018	735	CalPERS-6/30/16 PEPRA UAL	774.00	774.00	356.04	417.96					
7/12/2018	737	Dell Computer	1,029.99	1,029.99		514.99	515.00				
7/12/2018	739	US Bank Equipment Finance	220.63	220.63					220.63		
7/12/2018	740	Verizon Wireless	564.79	564.79					352.06	88.55	124.18
7/12/2018	22643	Advanced Truck Body & Equipment	9,720.00	9,720.00		4,860.00	4,860.00				
7/12/2018	22644	C&K Market	21.49	21.49							21.49
7/12/2018	22645	Cal Ore Telephone	299.00	299.00	192.21				85.43		21.36
7/12/2018	22646	City of Medford	2,990.17	2,990.17							2,990.17
7/12/2018	22647	Computer Logistics	341.06	341.06					170.53		170.53
7/12/2018	22648	Don R. Erickson Oil, Inc.	2,246.49	2,246.49	412.12	461.88	461.88		582.67	176.03	151.91
7/12/2018	22649	Empire Insignias	202.00	202.00							202.00
7/12/2018	22650	Ferguson Waterworks	3,426.85	3,426.85		1,344.43	2,082.42				
7/12/2018	22651	Fischer's Siskiyou Backhoe & Septic	42.61	42.61		42.61					
7/12/2018	22652	James Phillips	168.00	168.00	168.00						
7/12/2018	22653	LSCSD Utilites	460.40	460.40	310.14				66.88		83.38
7/12/2018	22654	Mtn. Air Heating & Cooling	240.00	240.00	140.00	50.00	50.00				
7/12/2018	22655	N.C.G.T. Security Fund	18,845.00	18,845.00	5,239.00	2,997.50	2,997.50		4,347.00	1,632.00	1,632.00
7/12/2018	22656	Prentice, Long & Epperson	1,522.50	1,522.50	1,277.50	122.50	122.50				
7/12/2018	22657	Quill Corp	164.36	164.36	154.72				9.64		
7/12/2018	22658	Rancho Hills Community Association	273.15	273.15			273.15				
7/12/2018	22659	RF Enterprises Inc.	760.00	760.00	380.00				190.00		190.00
7/12/2018	22660	Robert Moser	519.93	519.93		259.97	259.96				
7/12/2018	22661	Shasta Valley Tire Service	1,151.53	1,151.53		575.76	575.77				
7/12/2018	22662	Siskiyou Disposal	250.00	250.00	85.00	42.50	42.50		40.00		40.00
7/12/2018	22663	Skidders Roadside Truck Repair	11,649.40	11,649.40							11,649.40
7/12/2018	22664	Solano's Inc.	116.84	116.84	42.02						74.82
7/12/2018	22665	Suburban Propane	10.00	10.00					5.00		5.00
7/12/2018	22666	Suds City Auto Spa	26.00	26.00					15.00	11.00	
7/12/2018	22667	The Sign Dude	135.73	135.73					135.73		
7/12/2018	22668	US Postal Services	1,379.92	1,379.92	1,379.92						
7/12/2018	22669	Western Business Products	220.32	220.32	220.32						
7/12/2018	22671	City of Marysville	5,500.00	5,500.00	1,833.33				3,666.67		
7/13/2018	22670	Payroll Checks (Live Checks)	461.59		461.59		461.59				
7/13/2018	503532	EDD EFT	8.14		8.14		8.14				
7/13/2018	503533	EFTPS EFT	55.14		55.14		55.14				
7/13/2018	503534	CalPERS Pepra EFT	73.43		73.43		73.43				
7/13/2018	503535	CalPERS 457 EFT	25.00		25.00		25.00				

LAKE SHASTINA COMMUNITY SERVICES DISTRICT  
ACCOUNTS PAYABLE - SCOTT VALLEY BANK

1B

Date	JE or Ck #	Payee	Total Expense	Regular Expenses	Payroll Expenses	10 General	15 Sewer	20 Water	25 Police	26 COPS Grant	30 Fire
7/19/2018	22672-22677	Payroll Checks (Live Checks)	16,524.36		16,524.36		1,387.20				15,137.16
7/19/2018	22678	Union Dues	704.46		704.46	229.00	233.50		188.72	53.24	
7/19/2018	503553	EDD EFT	4,996.67		4,996.67	297.93	369.29		334.88	47.08	3,947.49
7/19/2018	503554	EFTPS EFT	14,951.54		14,951.54	1,084.36	941.05		2,403.91	317.08	10,205.14
7/19/2018	503555	American Funds EFT	419.80		419.80				346.29	73.51	
7/19/2018	503556	CalPERS Classic EFT	1,863.37		1,863.37	951.18	912.19				
7/19/2018	503557	CalPERS Pepra EFT	616.46		616.46	456.85	159.61				
7/19/2018	503558	Aflac EFT	313.56		313.56	93.78	159.12		60.66		
7/19/2018	503559	CalPERS 457 EFT	1,096.58		1,096.58	655.00	243.62		135.79	62.17	
7/19/2018	503560	SVB EFT - Payroll Checks (Direct Deposits)	30,291.22		30,291.22	6,874.72	4,568.07		8,313.17	1,777.55	8,757.71
7/20/2018	JE #72371	OPC ACH Return Echeck Fee	5.95	5.95		5.95					
7/26/2018	736	CalPERS Financial & Acct	57,596.00	57,596.00		26,494.16	31,101.84				
7/26/2018	741	AT&T	72.89	72.89			36.44	36.45			
7/26/2018	742	First Ntl Bank-RM	365.10	365.10			182.55	182.55			
7/26/2018	743	First Ntl Bank-DN	535.54	535.54	263.83	4.00	188.24		53.47	7.00	19.00
7/26/2018	744	First Ntl Bank-SP	920.26	920.26							920.26
7/26/2018	745	First Ntl Bank-WB	152.95	152.95					152.95		
7/26/2018	746	First Ntl Bank-MW	1,171.16	1,171.16					1,171.16		
7/26/2018	747	Pacific Power	12,083.97	12,083.97	699.07	3,338.01	8,046.89				
7/26/2018	748	Utility Telephone	541.93	541.93	325.16				162.58		54.19
7/26/2018	749	Williams Scotsman Inc.	293.50	293.50		146.75	146.75				
7/26/2018	753	Pitney Bowes-Refill	500.00	500.00	500.00						
7/26/2018	22679	AT&T	198.72	198.72				198.72			
7/26/2018	22680	Cascade Glass Co	348.75	348.75		348.75					
7/26/2018	22681	Hue & Cry	38.00	38.00		38.00					
7/26/2018	22682	Kellie Power	530.00	530.00		400.00			65.00		65.00
7/26/2018	22683	Miller's Jackets	135.50	135.50							135.50
7/26/2018	22684	Mt.Shasta IT Services Inc.	833.75	833.75	603.75				115.00		115.00
7/26/2018	22685	Norman Macintosh	97.28	97.28	97.28						
7/26/2018	22686	Premier Oil Change	273.97	273.97						273.97	
7/26/2018	22687	Quill Corp	102.88	102.88	86.80				16.08		
7/26/2018	22688	Robert Moser	148.35	148.35			80.43	67.92			
7/26/2018	22689-VOID	SHN Consulting Engineers-continues onto next ck									
7/26/2018	22690	SHN Consulting Engineers	40,320.39	40,320.39			40,320.39				
7/26/2018	22691	Skill Path Seminars	159.95	159.95			79.97	79.98			
7/26/2018	22692	Suburban Propane	175.00	175.00	175.00						
7/26/2018	22693	Underground Service Alert	150.00	150.00			75.00	75.00			
7/26/2018	22694	Valley Pump & Motor Works Inc.	31,152.05	31,152.05			31,152.05				
7/26/2018	22695	William James Johnson	682.90	682.90			682.90				
7/30/2018	22696	The Counseling Team	199.00	199.00					199.00		
7/30/2018	22697	Department of Motor Vehicles	414.00	414.00					414.00		
7/31/2018	750	First Ntl Bank-SP	673.28	673.28							673.28
7/31/2018	JE #72352	Online ACH Item Fee	11.40	11.40		11.40					
7/31/2018	JE #72353	Returned Item Fees - Various customers	20.00	20.00		20.00					
			341,317.31	220,854.73	120,462.58	63,156.74	140,832.75	23,460.46	34,576.52	6,683.00	72,607.84



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

1B

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Board motion "To ratify the checks for expenses, including payroll and liabilities, issued on behalf of the District for the period of August 1 thru August 31, 2018 for a total of: " \$ 351,936.04

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

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Submitted for August 2018	\$ 351,936.04
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Expenses - Regular Checks SVB Account	\$ 103,858.34
Expenses - Payroll & Liability Checks SVB Account	\$ 248,077.70
<u>Subtotal</u>	<u>\$ 351,936.04</u>
<u>Total CSD Expenses</u>	<u>\$ 351,936.04</u>

LAKE SHASTINA COMMUNITY SERVICES DISTRICT  
ACCOUNTS PAYABLE - SCOTT VALLEY BANK

1B

Date	JE or Ck #	Payee	Total Expense	Regular Expenses	Payroll Expenses	10 General	15 Sewer	20 Water	25 Police	26 COPS Grant	30 Fire
8/2/2018	22698-22704	Payroll Checks (Live Checks)	11,031.95		11,031.95		1,575.74				9,456.21
8/2/2018	503578	EDD EFT	3,388.11		3,388.11	330.46	380.54		262.70	76.04	2,338.37
8/2/2018	503579	EFTPS EFT	12,523.87		12,523.87	1,176.72	1,011.03		2,138.00	435.49	7,762.63
8/2/2018	503580	American Funds EFT	495.41		495.41				426.80	68.61	
8/2/2018	503581	CalPERS Classic EFT	1,863.37		1,863.37	951.18	912.19				
8/2/2018	503582	CalPERS Pepra EFT	616.46		616.46	456.85	159.61				
8/2/2018	503583	CalPERS 457 EFT	1,113.07		1,113.07	655.00	243.82		135.79	78.66	
8/2/2018	503584	SVB EFT - Payroll Checks (Direct Deposits)	31,742.51		31,742.51	7,243.63	4,653.32		7,913.40	2,205.77	9,726.39
8/6/2018	751	First Ntl Bank-SP	1,908.00	1,908.00							1,908.00
8/9/2018	503587	EDD EFT	131.98		131.98		131.98				
8/9/2018	503588	EFTPS EFT	427.06		427.06		427.06				
8/9/2018	503589	SVB EFT - Payroll Checks (Direct Deposits)	1,944.75		1,944.75		1,944.75				
8/9/2018	752	Pacific Power	3,937.14	3,937.14			931.61	2,643.75	174.24		187.54
8/9/2018	754	US Bank Equipment Finance	150.36	150.36				150.36			
8/9/2018	755	Verizon Wireless	734.82	734.82							734.82
8/9/2018	756	Verizon Wireless	73.54	73.54							73.54
8/9/2018	757	Verizon Wireless	229.12	229.12					157.64	39.41	32.07
8/9/2018	22705	Alanna DeBon	88.29	88.29		88.29					
8/9/2018	22706	Basic Lab	128.00	128.00				128.00			
8/9/2018	22707	Ben Clark Training Center	212.00	212.00					106.00	106.00	
8/9/2018	22708	Bonnie Graham	66.00	66.00					15.00	3.00	48.00
8/9/2018	22709	Cal Ore Telephone	299.00	299.00		192.21			85.43		21.36
8/9/2018	22710	Consolidated Electrical Dist.	5,295.47	5,295.47				5,295.47			
8/9/2018	22711	Deep Woods Embroidery & Design	35.25	35.25					35.25		
8/9/2018	22712	Don R. Erickson Oil	3,342.05	3,342.05		452.75	478.43	478.43	1,401.98	236.60	293.86
8/9/2018	22713	Ferguson Waterworks	291.24	291.24			291.24				
8/9/2018	22714	Fischer's Siskiyou Backhoe & Septic	42.61	42.61			42.61				
8/9/2018	22715	Hue & Cry	38.00	38.00		38.00					
8/9/2018	22716	James Phillips	168.00	168.00		168.00					
8/9/2018	22717	Ken's Glass Company	365.75	365.75			182.87	182.88			
8/9/2018	22718	LSCSD Utilities	431.05	431.05		268.41			73.07		89.57
8/9/2018	22719	LSPOA	476.08	476.08			193.80				282.28
8/9/2018	22720	Michael Wilson	50.00	50.00					50.00		
8/9/2018	22721	Mtn. Air Heating & Cooling	1,196.51	1,196.51		978.37	109.07	109.07			
8/9/2018	22722	Pryor Learning Solutions	79.00	79.00			39.50	39.50			
8/9/2018	22723	Robert Moser	669.26	669.26			331.90	337.36			
8/9/2018	22724	Shasta Auto Supply	123.16	123.16			63.08	60.08			
8/9/2018	22725	Siskiyou Daily News	119.00	119.00		119.00					
8/9/2018	22726	Siskiyou Disposal	250.00	250.00		85.00	42.50	42.50	40.00		40.00
8/9/2018	22728	Solano's	219.50	219.50		26.10	64.27	36.70			92.43
8/9/2018	22729	Uline	205.14	205.14			102.57	102.57			
8/9/2018	22730	USA Blue Book	247.58	247.58			123.79	123.79			
8/9/2018	22731	Walt Bullington	201.93	201.93					201.93		
8/9/2018	22732	Western Business Products	52.22	52.22		52.22					
8/9/2018	22733	William Carrigan	234.64	234.64		234.64					
8/9/2018	22734	World Telecom & Surveillance	4,204.71	4,204.71		2,102.35			1,051.18		1,051.18
8/9/2018	22735	Gregory or Pamela Eves	203.31	203.31		203.31					
8/9/2018	22736	N.C.G.T Security Fund	18,118.00	18,118.00		5,239.00	2,634.00	2,634.00	4,347.00	1,632.00	1,632.00
8/16/2018	22737-22741	Payroll Checks (Live Checks)	8,348.46		8,348.46		1,388.20				6,960.26
8/16/2018	22742	Union Dues	689.96		689.96	229.00	217.00		190.72	53.24	

Date	JE or Ck #	Payee	Total Expense	Regular Expenses	Payroll Expenses	10 General	15 Sewer	20 Water	25 Police	26 COPS Grant	30 Fire
8/16/2018	503611	EDD EFT	5,780.50		5,780.50	316.33	279.33		207.17	121.85	4,856.02
8/16/2018	503612	EFTPS EFT	22,778.02		22,778.02	1,145.61	904.76		1,856.76	619.92	18,250.97
8/16/2018	503613	American Funds EFT	417.00		417.00				326.95	90.05	
8/16/2018	503614	CalPERS Classic EFT	1,863.38		1,863.38	951.18	912.20				
8/16/2018	503615	CalPERS Pepra EFT	616.46		616.46	456.85	159.61				
8/16/2018	503616	CalPERS 457 EFT	1,134.47		1,134.47	655.00	243.62		135.79	100.06	
8/16/2018	503617	SVB EFT - Payroll Checks (Direct Deposits)	48,967.43		48,967.43	7,087.05	4,555.32		5,976.65	2,722.39	27,626.02
TBD	N/A	Union Dues Payable - ck to issue Sept				(1.00)			1.00		
8/23/2018	758	AT&T	73.56	73.56			36.78	36.78			
8/23/2018	759	First Ntl Bank-WB	860.60	860.60					732.55	101.65	26.40
8/23/2018	760	First Ntl Bank-RM	3,065.47	3,065.47			1,532.74	1,532.73			
8/23/2018	761	First Ntl Bank-DN	1,267.15	1,267.15		1,033.72	4.00	4.00	105.32	4.00	116.11
8/23/2018	762	First Ntl Bank-MW	2,293.14	2,293.14		972.04			1,279.84	22.55	18.71
8/23/2018	763	Pacific Power	20,392.92	20,392.92		700.62	5,299.47	13,760.84	309.35		322.64
8/23/2018	764	Utility Telephone	542.31	542.31		325.38			162.69		54.24
8/23/2018	765	Williams Scotsman	293.50	293.50			146.75	146.75			
8/23/2018	22743	Alanna DeBon	39.51	39.51		39.51					
8/23/2018	22744	AT&T	198.72	198.72				198.72			
8/23/2018	22745	Barracuda Networks	419.00	419.00		419.00					
8/23/2018	22746	Grant Writing USA	990.00	990.00			495.00	495.00			
8/23/2018	22747	Hue & Cry	38.00	38.00		38.00					
8/23/2018	22748	Kellie Power	530.00	530.00		400.00			65.00		65.00
8/23/2018	22749	Miller's Jackets	696.66	696.66							696.66
8/23/2018	22750	Pamela Robison	671.85	671.85					671.85		
8/23/2018	22751	Quill Corp	18.22	18.22		18.22					
8/23/2018	22752	Redding Freightliner	153.40	153.40							153.40
8/23/2018	22753	Robert Moser	543.91	543.91			274.68	269.23			
8/23/2018	22754	Rodney Villa	250.00	250.00			125.00	125.00			
8/23/2018	22755	SHN Consulting Engineers	14,165.48	14,165.48			14,165.48				
8/23/2018	22756	Skinner's Roadside Truck Repairs	135.00	135.00							135.00
8/23/2018	22757	TNT Auto Body, Inc	619.12	619.12					619.12		
8/23/2018	22758	Wal-Mart	55.51	55.51			27.76	27.75			
8/23/2018	22759	Will Johnson Electric	658.40	658.40			499.50	158.90			
8/23/2018	22760	World Telecom & Surveillance	3,633.18	3,633.18		915.63	1,358.77	1,358.78			
8/29/2018	JE #72632	Bank Wire in Fee (LAIF xfer)	10.00	10.00		10.00					
8/30/2018	22761-22766	Payroll Checks (Live Checks)	16,716.84		16,716.84		1,561.57				15,155.27
8/30/2018	503641	EDD EFT	5,821.76		5,821.76	298.88	304.66		276.39	93.35	4,848.48
8/30/2018	503642	EFTPS EFT	21,828.30		21,828.30	1,083.82	971.39		2,170.12	517.68	17,085.29
8/30/2018	503643	American Funds EFT	491.15		491.15				422.54	68.61	
8/30/2018	503644	CalPERS Classic EFT	1,863.36		1,863.36	951.18	912.18				
8/30/2018	503645	CalPERS Pepra EFT	616.46		616.46	456.85	159.61				
8/30/2018	503546	Aflac EFT	351.00		351.00	140.67	119.34		90.99		
8/30/2018	503547	CalPERS 457 EFT	1,122.93		1,122.93	655.00	243.62		135.79	88.52	
8/30/2018	503548	SVB EFT - Payroll Checks (Direct Deposits)	43,391.68		43,391.68	7,009.74	4,637.72		7,967.91	2,476.87	21,299.44
8/31/2018	22767	Melissa Blackinton	6,500.00	6,500.00					6,500.00		
8/31/2018	JE #TBD	Online ACH Item Fee	218.00	218.00		218.00					
8/31/2018	JE #TBD	Returned Item Fees - Various customers	40.00	40.00		40.00					
			351,936.04	103,858.34	248,077.70	47,627.77	58,607.14	30,478.94	49,819.91	11,962.12	153,440.16

## Item 1.C

### 1.C. Budget Comparison: FY 2017/18 YTD

There was no document available for packet delivery.

If document is received prior to the meeting, it will be forwarded to the Board.

QUARTERLY REPORT TO THE BOARD

Prepared 9/12/2018

April 2018 - June 2018

**LAIF ACCOUNT**

Fund Balance Acct # 0015

Interest Effective 6/30/2018	Interest total 8,845.27	Current Rate 1.900%
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	Balance 6/30/18 (after transaction activity)	Calculation of Interest (% of total)	Interest Earned on 6/30/18	Ending Balance at 6/30/18
10 General	136,016.86	7.896%	698.38	136,715.24
15 Sewer	269,946.69	15.670%	1,386.05	271,332.74
20 Water	948,957.84	55.085%	4,872.45	953,830.29
25 Police	303,273.27	17.604%	1,557.16	304,830.43
30 Fire	64,509.49	3.745%	331.23	64,840.72
26 COPS	-	0.000%	-	-
	1,722,704.15	100.000%	8,845.27	1,731,549.42

Transaction activity: April 2018

Board Resolution 3-15 on 4/15/2015 for \$500,000 owed from General Fund to Water Fund for Clinic building, transfer was made in LAIF for payment of \$11,000 which includes interest posted quarterly. April 2018 payment posted on 4/15/2018. GM transferred \$100,000 from LAIF to LSCSD SVB checking account on 4/19/18 which was ratified by the Board on 5/16/18. Amounts and ending balance shown below:

	Beginning Balance 4/1/18	Interfund LAIF transfer posted 4/15/18	Transfer from LAIF posted on 1/22/18	Balance after transfers 4/30/18	% of total
10 General	170,016.86	(11,000.00)		159,016.86	8.560%
15 Sewer	395,946.69		(100,000.00)	295,946.69	15.931%
20 Water	968,957.84	11,000.00		979,957.84	52.751%
25 Police	337,273.27			337,273.27	18.155%
30 Fire	85,509.49	-		85,509.49	4.603%
26 COPS	-	-		-	0.000%
	1,957,704.15	-	(100,000.00)	1,857,704.15	100.000%

Transaction activity: May 2018

No Activity

Transaction activity: June 2018

Board approved transfer of \$135,000 from LAIF account to SVB checking account on 6/20/18 and funds were wired from LAIF on 6/22/18. Amounts and ending balance shown below:

	Beginning Balance 6/1/18	Transfer from LAIF posted on 6/22/18	Balance after transfers 6/30/18	% of total
10 General	159,016.86	(23,000.00)	136,016.86	7.896%
15 Sewer	295,946.69	(26,000.00)	269,946.69	15.670%
20 Water	979,957.84	(31,000.00)	948,957.84	55.085%
25 Police	337,273.27	(34,000.00)	303,273.27	17.604%
30 Fire	85,509.49	(21,000.00)	64,509.49	3.745%
26 COPS	-	-	-	0.000%
	1,857,704.15	(135,000.00)	1,722,704.15	100.000%



## LAKE SHASTINA COMMUNITY SERVICES DISTRICT

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1E

### MEMORANDUM

To: LSCSD Board of Directors

From: Debbie Nelle, Senior Accounting Clerk

Mtg Date: September 19, 2018

Re: Ratification of transfer from LAIF Savings to CSD Operating account

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This is a request to ratify transfer of funds from LSCSD Savings in LAIF to the CSD Operating bank account at Scott Valley Bank. This will be to cover the higher payrolls in the current and recent months. Payroll has been and will continue to be larger than normal while strike teams are called out to assist in mutual aid throughout the state. This shall be reimbursed upon receipt of payment from the state.

Staff recommends approval of transfer from LAIF to Scott Valley Bank Operating account **\$100,000** from the General Fund Reserves Savings. The total transfer to approve will be for **\$100,000.00**. General Manager Wilson has contacted LAIF to process the transfer and funds were received in the Scott Valley Bank account on August 29, 2018.

<u>Reserve Amount to transfer from LAIF:</u>	
	<u>General</u>
General Funds	100,000.00
<b>Total Reserves transfer:</b>	<b>100,000.00</b>



## Lake Shastina Fire Department

16309 Everhart Drive  
Weed CA 96094

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For the month of August L.S.F.D. responded to a total of 37 calls. This includes

- 26 Medical Aids
- 3 Wildland Fires (local)
- 1 Vehicle Fire
- 1 Structure Fire
- 1 Illegal burning in district
- 3 Traffic Collisions
- 2 Public Assists

Another very busy month. Not only are we still responding to more calls in our district than ever before but the wildland fire season has been historical. Our wildland engines were hardly home at all. The Lake Shastina Firefighters spent time on the Carr, Mendocino complex, Modoc Complex and the Delta fire.

The purchase of the new fire engines from Fremont Fire should take place in October. We plan to take ownership of one of the vehicles initially and then the second will possibly come at a later date.

With wildland fire season hopefully winding down soon in the coming weeks we have begun preparation for structure fire training this fall. New training props are currently being built by our firefighters during the shift coverage days while the engines are on strike teams. These props will allow the firefighters to get hands on training on skills that are otherwise difficult to train on.

Inspections for the Hazardous Mitigation Ordinance are set to begin next month. I have been working with the attorney to finalize the violation notifications and have established a lengthy list of properties that are potentially noncompliant. These are vacant properties that have been brought to my attention by concerned neighbors.

The Lake Shastina Fire Department has received tremendous support over the past couple months from the community. I believe that the sacrifice our firefighters have made this summer is widely noticed. We want to thank everyone for this support.

**LAKE SHASTINA COMMUNITY SERVICES DISTRICT**

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**TO:** LSCSD BOARD OF DIRECTORS  
**MEETING DATE:** September 19, 2018  
**FROM:** Mike Wilson, Police Chief / General Manager  
**SUBJECT:** Police Monthly Board Report

**POLICE ACTIVITY:****CRIMINAL CALLS:**

DISTURBANCE – 1	SUSPICIOUS CIRC – 5	SUSPICIOUS VEHICLE – 4
SUSPICIOUS PERSON – 4	PUBLIC NUISANCE – 2	THEFT – 1
ILLEGAL BURNING – 3	RECEIVE STOLEN PROP – 1	DOMESTIC DISTURB – 3
ELDER ABUSE – 1	TRESPASS – 2	WARRANT ARREST FEL – 1
WARRANT ARREST MIS – 1	FRESH ARREST FEL – 4	FRESH ARREST MIS – 7

**ASSIST OTHER AGENCIES:**

SCSO – 2	CHP – 4	WEED PD – 2
SCDA – 1	DOJ – 1	PW – 3
LSPOA – 2	SHASTA CO PROB. – 1	SISKIYOU CO PROB. – 1
LSFD – 1		

**NON-CRIMIAL CALLS:**

CHILD CUSTODY – 2	ASSIST CITIZEN – 5	FOUND PROPERTY – 2
PATROL CHECK – 39	MEDICAL AID – 13	INFO TO CITIZEN – 20
HOUSE WATCH – 6	CASE FU – 4	WELFARE CHECK – 2
PROPERTY RETURN – 4	LOST PROP – 2	CIVIL ISSUE – 2
ALARM – 2	PROBATION SEARCH – 2	SEARCH WARRANT – 1

**TRAFFIC RELATED:**

TRAFFIC WARNINGS – 9	TRAFFIC CITATIONS – 5	TRAFFIC COMPLAINT – 2
PARKING CITE – 2	PARKING PROB – 1	TRAFFIC COMPLAINT – 1
ROAD HAZARD – 1	VIN VERIFICATION – 1	ABANDON VEHICLE – 1
TRAFFIC COLLISION – 1	STRANDED MOTORIST – 1	RADAR ENFORCEMENT – 2

**ANIMAL RELATED:**

DOGS AT LARGE – 1	BARKING DOG – 1	FOUND DOG – 3
DEAD ANIMAL – 4	LOST DOG – 3	LOST CAT – 1
DOG BITE – 1	DOG MISC – 2	WILDLIFE – 8



**ARRESTS:**

On 8/2/2018 – Randy Michael Olson was arrested for Misdemeanor charges of possession of a controlled substance and being under the influence of a controlled substance.

On 8/2/2018 – Adam Michael Marasco was arrested for Misdemeanor charges of Petty Theft.

On 8/10/2018 – Brianna Nicole Marye was arrested for Felony charges of Domestic Violence and Child Abuse.

On 8/10/2018 – Ronald Eric Clements was arrested for Felony charges of Domestic Violence and Child Abuse.

On 8/16/2018 – Kathrine Ila Howell was arrested for a Misdemeanor charge of Resisting Arrest.

On 8/22/2018 – Trish A Falcone was arrested for a Misdemeanor charge of Public Intoxication.

On 8/22/2018 – Eilbaron Gevergizian was arrested for Misdemeanor charges of possession of a controlled substance, possession of paraphernalia and being under the influence of a controlled substance.

On 8/22/2018 – Jason Ryan Jarboe was arrested for Misdemeanor and Felony charges of possession of a controlled substance, possession of a controlled substance for sale, possession of paraphernalia, being under the influence of a controlled substance and resisting arrest. Jarboe's vehicle was seized and a search warrant was written, which led to the seizure of several items indicating theft, identity theft, fraud and possession of stolen property were taking place. The case is continuing and additional charges are expected.

On 8/23/2018 – Tamera Ann Hopkins was arrested for Misdemeanor and Felony charges of Providing a false name to law enforcement and Using another Party's Name to Avoid Arrest.

On 8/23/2018 – Angie Belinda Hamlin was arrested on Misdemeanor bench warrant.

On 8/31/2018 – Joseph Emile Severin was arrested on an outside Felony warrant.

## **Lake Shastina Sewer Department**

To: Lake Shastina CSD Board  
From: Robert Moser, Public Works Supervisor  
Meeting Date: September 19, 2018  
Subject: Board Report – August 2018 (Sewer)

The Lake Shastina Public Works Department (PW) conducted approximately 260 station checks and daily sewer pond readings and reporting for the month.

The pump out for warranty repair for B-114 is still at the manufacturer and at this time we are unsure when it will be back. I have had numerous conversations with the contractor that performed the work. They are working diligently with the company that they purchased the pump from to get it back as soon as possible. The contractor is purchasing us another pump from a different company to have as a spare and to pay for some of the inconvenience of the original pump.

We had a contractor out at the ponds with there mini excavator to remove all the tullies from around the edges of the ponds. We will let them dry for a few weeks and then haul them off the ponds.

## **Lake Shastina Water Department**

To: Lake Shastina CSD Board  
From: Robert Moser, Public Works Supervisor  
Meeting Date: September 19, 2018  
Subject: Board Report – August 2018 (Water)

The Lake Shastina Public Works Department (PW) conducted approximately 140 booster station checks and 100 well checks for the month, along with our monthly testing of the system.

We conducted water notices and shut offs in preparation for meter reading.

The SCADA system is up and running for Tank #2 to Wells #3 and #4. Booster Station B-51 Stag Mtn. is also running. We are working on the final connections for B-50 and B-53 is running to Tank #4 Tennis Ct. We hope to be completed with the majority of the system by the end of the month. So far, it is running great and we have used the versatility of the system several times already.

B-50 Juniper Peak Booster Station has been completely upgraded. We have installed new pumps, meters, pipes, and tanks. The electrics have also been upgraded.

We have sent out the RFP for the new well construction. This is the first in several steps to getting the new production well in place. This RFP is for the well drilling. We will have to do another that is for the engineering of the pump, electrics, piping and building of the well. The final RFP will be for actual final construction of the well.

Item 6

No Documents

## Item 7

7. Consideration of setting a date and time for a Special Meeting in November 2018 to replace the Regular Board Meeting scheduled for November 21, 2018 (GM Wilson)




***LAKE SHASTINA COMMUNITY SERVICES DISTRICT***

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**TO:** LSCSD BOARD OF DIRECTORS

**MEETING DATE:** September 19, 2018

**FROM:** Mike Wilson, General Manager 

**SUBJECT:** Employment Agreement for Fire Chief

**BACKGROUND:**

The Board of Directors requested the General Manager, with assistance of District General Counsel, negotiate with and create an Employment Agreement for Fire Chief Steve Pappas. The General Manager, with assistance of District General Counsel, has negotiated with and prepared an Employment Agreement with the term identified within the agreement for Fire Chief Steve Pappas.

**SUMMARY:**

The attached Employment Agreement identifies the following details and clauses:

- Recitals
- Duties and Responsibilities.
- Employee's Ethical Obligations
- District Authority
- Salary
- Other Compensations and Benefits
- Support Services
- Term
- Termination of Employment
- Indemnity
- Notices
- Waiver
- Remedy for Breach
- Partial Invalidity
- Entire Agreement
- Personnel Rules Superseded

**RECOMMENDATION:**

By motion, authorize the General Manager to enter into this Employment Agreement with Fire Chief Steve Pappas.

**ATTACHMENTS:**

- Draft Employment Agreement
- Job Description

## **APPOINTMENT OF FIRE CHIEF AND EMPLOYMENT AGREEMENT**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_ 2018 between Lake Shastina Community Service District ("District"), a political subdivision of the State of California, and Steven Pappas ("Employee" or "Fire Chief").

By this Agreement the District appoints Steven Pappas as Fire Chief for the District and Employee accepts such employment on the terms and conditions set forth herein.

### **RECITALS**

WHEREAS, the District requires the services of a Fire Chief; and

WHEREAS, Employee has the necessary education, experience, skills and expertise to serve as Fire Chief, and has been employed as a Fire Chief; and

WHEREAS, the Board of the District ("Board") desires Employee to serve as the Fire Chief of the District; and

WHEREAS, Employee desires to accept said appointment; and

WHEREAS, the Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of Government Code Section 53260 et seq.; and

THEREFORE, the District hereby appoints Employee as its Fire Chief, and Fire Chief hereby accepts such employment under the terms and conditions set forth herein.

### **DUTIES AND RESPONSIBILITIES**

1. Employee agrees to observe and comply with the rules and regulations of the District, as adopted by the District's Board, respecting performance of duties, and to carry out and perform orders, directions, and policies stated by the District from time to time, either orally or in writing. The District Board shall conduct annual performance evaluations of the Fire Chief and may conduct additional evaluations at regular or irregular intervals if the Board so elects.

2. The duties of the Fire Chief are as set forth in Attachment A of, which is expressly incorporated in this Agreement by this reference, and which may be changed by the Board during the term of this agreement.

3. Employee agrees not to engage in any other business activities, duties, or pursuits and to devote all of his productive time, ability, and attention to District business. Employee may seek the prior, written consent of the Board to engage in either outside employment or to render services to any other person or organization. Activities that do not materially interfere with the services required under this Agreement do not require prior written consent of District.

4. Employee agrees that, to the best of his ability, he will at all times loyally and conscientiously perform all of his duties and obligations required of him either expressly or implicitly by this Agreement.

### **EMPLOYEE'S ETHICAL OBLIGATIONS**

5. Employee acknowledges and understands that public employment, especially the position of Fire Chief, carries with it great public trust and responsibility. Employee agrees to perform his duties in accordance with the laws and rules governing public employment and will undertake those duties in a matter which avoids acts of an inappropriate or illegal nature and avoids those acts which may give rise to even the appearance of impropriety. In accordance with that goal, Employee agrees to make full disclosure to, and obtain the approval of, the Board before entering into any negotiation or contract with any individual related to Employee by blood or marriage or from any entity in which such an individual has a business interest. Employee further agrees that failure to make such disclosures may result in immediate termination and referral to the appropriate law enforcement authority.

### **DISTRICT AUTHORITY**

6. The District's authority is exercised by the District Board acting as a body, as set forth by State law. No individual member of the Board has the authority to direct or give orders to the Employee.

### **SALARY**

7. As compensation for services provided as Fire Chief, the District shall pay Employee a fixed salary at \$55,000 per annum, payable in accordance with District policy. Fire Chief is an exempt employee and shall work approximately 40 hours a week for District business. Unless sooner conducted as provided in Paragraph (1), an initial performance review of Employee shall be conducted by the General Manager on or about the one-year anniversary date of the date of appointment stated in section 11 of this Agreement.

### **OTHER COMPENSATION AND BENEFITS**

8. Commencing on \_\_\_\_\_, 2018, Employee shall receive the following benefits:

a. The Fire Chief shall be provided benefits for medical, dental and vision coverage as the other employees of the Police Department, which is currently provided by Teamsters Union Local 137;

b. Paid vacation accruing at the rate of 2 weeks per year and paid sick leave as other District employees. Any accrued vacation Employee currently has with District shall be retained and added to the future accrual. Accrual of vacation time is capped at 100 hours.

d. The Fire Chief shall enjoy the same retirement system/retirement contributions as other employees of Lake Shastina Police Department, currently 6% District contribution of Regular pay into a Money Purchase Pension Plan (MPPP) under the direction of the District General Manager.



e. Reimbursement of travel expenses pursuant to the District per diem policy and in accordance with departmental travel budget and payment of a cellular phone and data plan stipend in accordance with District policy;

f. An increase of 5% of base pay once the employee has obtained the Company Officer Certification through to the California State Fire Marshall. In addition, an increase of 5% of base pay once the employee has obtained the Chief Fire Officer Certification through to the California State Fire Marshall.

## **SUPPORT SERVICES**

10. The District shall provide funds, space, equipment, and personnel for Employee's performance of his duties, as allowed by the Board of Directors.

## **TERM**

11 The effective date of appointment as Fire Chief for Employee shall be \_\_\_\_\_, 2018. The term of this Agreement shall be from \_\_\_\_\_, 2018 through \_\_\_\_\_, 20\_\_\_\_, subject to the following conditions:

a. This Agreement may be terminated at any time with or without cause.

b. District will negotiate with Employee a renewal of Employee's contractual relationship with District or provide written notice of District's intent not to renew, no later than 120 days prior to expiration date. In no event shall Employee's contract expire sooner than 120 days after District's written notice to Employee that it does not intend to renew the contract.

c. Employee shall have the absolute right to unilaterally terminate this Agreement by written notice to the Board. Employee shall make every effort to provide at least 90 days' written notice prior to terminating performing the duties of Fire Chief.

## **TERMINATION OF EMPLOYMENT**

12. The Fire Chief shall not be terminated without cause during the first one hundred eighty (180) days following any change in the membership of the Board or without a four-fifths (4/5) vote of the Board.

13. Regardless of whether Employee is terminated for cause or without cause under this Agreement, Employee shall, upon termination, be compensated for the accrued vacation, sick leave per District Policy he had accrued as a District employee.

14. Termination for Cause:

a. The Fire Chief may be terminated for cause. Examples of "cause" shall, include, but are not limited to, any of the following: (a) conviction of a misdemeanor of moral turpitude or any felony; (b) continued abuse of drugs or alcohol that materially affects the performance of the Employee's duties; (c) repeated and protracted unexcused absences from the Fire Chief's

office and duties; and (d) material breach of this Agreement which is not cured after reasonable notice.

b. In the event the District terminates the Employee for cause, then District may terminate this Agreement immediately, and the Employee shall be entitled to only the compensation accrued up to the date of termination, and any other termination benefits and payments as may be required by law. The Employee shall not be entitled to any severance benefits if terminated under this section.

c. In the event the District terminates the Employee for cause, the District and the Employee agree that neither Party shall make any written or oral statements to members of the public or the press concerning the Employee's termination except in the form of a joint press release which is mutually agreeable to both Parties. The joint press release shall not contain any text or information that would be disparaging to either Party. The Parties further agree that, if they are unable to mutually agree on the contents of a joint press release within 72 hours after notice of termination, the District may state solely that the Employee is no longer employed by the District and the former Employee may state solely that he is no longer employed by the District.

15. Termination without Cause:

a. The Employee may resign at any time and agrees to give the District at least 90 days advance written notice of the effective date of the Employee's resignation, unless the Parties otherwise agree in writing. If the Employee retires from full time public service with the District, the Employee may provide six months' advance notice, but shall provide a minimum of 90 days' notice. The Employee's actual retirement date will be mutually established.

b. The Fire Chief serves at the pleasure of the Board upon the terms and conditions described in the agreement, in the sole discretion of the Board. **This is an at-will employment position.** The Board's discretion may be exercised without cause and at any time during the term of this Agreement, upon 30 days written notice of removal by majority vote of the Board, except as provided in section 12 above.

Notice of termination shall be provided to the Employee in writing. "Termination" as used in this section shall also include any request that the Employee resign, agree to a reduction in salary or other financial benefits of the Employee (excluding a general Fire Chief salary reduction), a material reduction in the powers and authority of the Fire Chief, or the elimination of the Fire Chief's position. Any such notice of termination or act constituting termination shall be issued by the General Manager, who has been given supervisory authority over the Fire Chief.

c. EMPLOYEE ACKNOWLEDGES AND UNDERSTANDS THAT THIS POSITION IS AT-WILL AND IS NOT COVERED BY THE LAKE SHASTINA DISTRICT POLICY OR MEMORANUM OF UNDERSTANDING. EMPLOYEE MAY BE TERMINATED AT ANY TIME, FOR ANY LEGAL REASON.

d. This Agreement shall also terminate on the death of Employee and all accrued salary and leave benefits per policy shall be paid to Employee's estate as required by applicable law.

16. Severance Pay:

a. For any termination of employment by the Board not for cause, Employee shall be entitled to severance pay consisting of one month's salary. Total severance pay shall be paid in monthly installments. Severance payments will be made to Employee regardless of employee's post-employment job status. Employee shall not receive severance pay if Employee's employment is terminated for any of the causes for discipline. Nor shall Employee receive severance pay if Employee elects to terminate this Agreement as provided by section 15.a. above.

b. If Employee accepts any of the severance payments described herein, to the extent not prohibited by law, such acceptance shall constitute a full release and discharge of the District and its officers, directors, employees, agents, and related corporations and their successors and assigns, both individually and collectively and in their official capacities, from any and all liability arising out of his employment and/or the cessation of said employment. Nothing contained in this paragraph shall prevent Employee from bringing an action to enforce the terms of this Agreement.

**INDEMNITY**

17. District shall indemnify Employee to the full extent of the law as provided by the California Torts Claims Act (Government Code Section 810 et seq.) and the indemnity provisions of this Agreement, whichever shall provide the greatest protection to Employee.

a. The District shall defend and indemnify the Employee against and for all losses sustained by Employee in direct consequences of the discharge of the Employee's duties on the District's behalf.

b. The District shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Fire Chief. The District may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

c. Whenever Employee shall be sued for damages arising out of the performance of the Employee's official duties, the District shall provide defense counsel for the Employee in such suit and indemnify Employee from any judgment rendered against the Employee; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. This indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in Employee's official capacity, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the District. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies that Employee may have under the law.

d. The District and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against Employee, while acting within the scope of the Fire

Chief's duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the District or any party affiliated with or otherwise claiming under or through it, regardless of any prior, concurrent, or subsequent active or passive negligence by Employee.

## **NOTICES**

18. All notices required under this Agreement shall be in writing and shall be deemed to have been given at the time they are personally delivered to the party to whom given or mailed in any general or branch United States Post Office enclosed in a registered or certified postage-paid envelope addressed to the address of the respective parties stated below, or to any changed address either party may have designated by notice:

Employee's Address:  On file with the payroll clerk.	DISTRICT BOARD Attn: Chair of the Board 16320 Everhart Dr. Weed, CA 96094
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Any notice of change of address shall be effective only upon receipt.

## **WAIVER**

19. Failure to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power for all or any other times.

## **REMEDY FOR BREACH**

20. If Employee breaches any provision of this Agreement, the District shall be entitled if it so elects, to institute and prosecute proceedings in a court of competent jurisdiction to obtain damages for breach of this Agreement or for any other legal or equitable relief to which it may be entitled by law. The prevailing party in any action to enforce or interpret the terms of this Agreement shall be entitled to recover from the other party reasonable attorney's fees, court costs and other necessary expenses incident to the action in addition to any other relief to which that party is entitled. Venue for any litigation shall be in Siskiyou County, California.

## **PARTIAL INVALIDITY**

21. The invalidity or unenforceability of any term or provision or any clause of this Agreement shall in no way impair or affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

## **NON-ASSIGNMENT**

22. This Agreement is personal in nature, and neither of the parties shall, without the consent of the other, assign or transfer this Agreement or any rights or obligations under this Agreement.

## **ENTIRE AGREEMENT**

23. This Contract represents the entire Agreement of the Parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by a written, fully executed Agreement of the Parties.

## **PERSONNEL RULES SUPERSEDED**

24. The provisions of this Agreement shall control and supersede the provisions of the District Personnel Policy and District Code in the event that there is an inconsistency between this Agreement and the Personnel Policy or District Code as later amended.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first written above.

Steven Pappas, Employee

LAKE SHASTINA CSD, Employer

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Carol Cupp, Chair of the  
District Board

Approved as to form:

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Margaret Long, District Counsel

Attachment A  
Job Duties

**POLICY TITLE:** Job Description – Chief of Fire  
**POLICY NUMBER:**

**1500.10      General Job Description**

**POLICY TITLE:** Job Description – Fire Chief  
**POLICY NUMBER:** 1600 (Revised 7/18/18)

**1600.10 General Job Description:**

Under direction of the General Manager, the Fire Chief is responsible for managing the Volunteer Fire Department for the Lake Shastina Community Services District. The Fire Department may consist of (1) Assistant Chief, Captain(s), Lieutenant(s), Firefighters and Cadet(s).

The Fire Chief's primary duties include:

Preparing written and oral reports for and attending the board meetings of the Lake Shastina Community Services District, and such other meetings as the board specifies from time to time, including the local Fire Safe Council.

Supervising firefighters in their tasks of responding to fires and medical emergencies, protecting life and property, maintaining vehicles as well as service logs, operating various communications systems, office dispatching, reception, preparing and writing reports.

Assuring that all required county, state, and federal records and reports are compiled and submitted.

Maintaining cordial relations with all persons entitled to the services of Lake Shastina Fire Department, and attempting to resolve all public and firefighter complaints.

Preparing the budgets and disposition of various grants for the Fire Department.

Representing Lake Shastina Fire Department to all outside fire fighting agencies and coordinating mutual aid and disaster support to the District.

Defining, administering, and maintaining records for a training program for all LSCSD fire fighters.

Defining, administering, and maintaining emergency response plans and procedures for the Lake Shastina Community.

Defining and maintaining a set of Fire Department Regulations and Standards for the conduct of Fire Department activities.

Effectively working as a member of a problem-solving team to resolve, within set time schedules, a variety of tasks in support of the Lake Shastina Community Services District and Board of Directors.

**1600.20 Prerequisite Qualifications:** He/she must possess an associates degree in fire science or a related field, or a bachelors degree from a 4 year university, and/or shall have five (5) years experience in an increasingly responsible fire fighting agency management position, a current Emergency Medical Technician Certificate and CPR Certification, a Hazardous Materials Operational Certification, Confined Space Awareness Certification, Firefighter Survival Certification and a Valid California Class B Commercial drivers license, and be of good moral character.

He/she must have knowledge of public safety administration, fire administration, emergency and disaster preparedness, fire investigation, hazardous materials management, LSCSD local roads and water system, model fire and building codes, and state and local fire codes and regulations.

**1600.25 Additional Desirable Qualifications:** California State Fire Training Instructor series and Certified Instructor.

**1600.30 Salary Range:** The Fire Chief's salary is determined by contract or Salary.

**1600.40 Essential Job Physical Demands:** Sitting; standing; stooping; bending; squatting; walking; driving vehicles (cars and fire-fighting equipment); lifting and carrying up to 25 lbs., close and distance vision; speaking; hearing; use of hands to finger, handle, or feel objects, tools or controls. Operation of modern fire apparatus and fire-fighting equipment, medical equipment, telephone, two-way radio, computer, copier, facsimile machine, printers, and other related business machines, and access file storage facilities. He/she must be capable of passing a fit test on breathalyzer equipment and the Lake Shastina agility test for fire fighters,

**1600.50 Marginal Job Physical Demands:** Occasional running, lifting and carrying up to 100 lbs., climbing ladders, pushing and pulling.

**1600.60 Environmental Demands:**

Outside: Fights fires and performs training exercises out-of-office in a variety of weather conditions including rain and snow and is subjected to conditions of extreme heat. Responds to medical emergencies both indoors and outside.

Inside: Occasional training exercises indoors in temperature-controlled environment.

Fumes/Gases: Exposure to smoke and dust.

Noise/Vibration: Operation of large fire trucks and noise associated with fires.

**1600.70 Mental Requirements:**

Reading: Ability to read manuals and instructions for operation and maintenance of equipment, computer software and hardware, letters, reports, memos, messages, etc.

Writing: Ability to write reports, memos, messages, and fill out information forms. Needs ability to use or quickly learn the latest versions of Microsoft Office Software.

Math: Ability to work with mathematical concepts such as algebra. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations. Ability to use or quickly learn Excel Spreadsheet Software.

Attention to Detail: High level of concentration and attention to detail for extended periods of time.

Repetition: Not a particularly repetitive job.

Judgment: Ability to manage, prioritize work, and make decisions for the operation of the services to the Lake Shastina Community. Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of audit instructions in mathematical or verbal form, and deal with several abstract and concrete variables. Ability to work with others and formulate appropriate instructions to achieve desired goals

Social Skills: Ability to relate cooperatively with members of the public, Directors, and District personnel on a constant and face-to-face basis.

Communication Skills: Ability to quickly organize and communicate thoughts orally, written or graphically. Ability to understand communications from others.






***LAKE SHASTINA COMMUNITY SERVICES DISTRICT***

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**TO:** LSCSD BOARD OF DIRECTORS

**MEETING DATE:** September 19, 2018

**FROM:** Mike Wilson, General Manager 

**SUBJECT:** Consideration of LOU related to overtime in Section 12.5 of the MOU between LSCSD and General Teamsters Local No. 137

**BACKGROUND:**

Employees who are called out to work on emergencies after their normal work shift are eligible to earn time and a half overtime for hours worked up until midnight. After midnight, employees revert back to regular time.

**RECOMMENDATION:**

Work with General Teamsters Local No. 137 to establish a Letter of Understanding (LOU) to ensure employees are paid at the appropriate OT rate regardless if their consecutive hours worked continue past midnight.

Add the following language to 12.5 in the MOU. "Entitlement to overtime pay shall be based on the number of consecutive hours of the employee's shift even if it continues past midnight".

**ATTACHMENTS:**

Copy of Section 12.5 of the MOU between LSCSD and General Teamsters Local No. 137

## **ARTICLE 12 - Hours and Overtime**

12.5 Overtime is defined as: a) time worked in excess of eight (8) hours in a workday, b) time worked on a non-workday, and c) time worked on a holiday. Overtime work shall be computed to the nearest one-quarter (1/4) hour. For purposes of calculating overtime, "time worked" means all compensable hours (hours worked, vacation, compensation time off, holiday credit hours taken, sick leave, and paid travel time).




***LAKE SHASTINA COMMUNITY SERVICES DISTRICT***

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**TO:** LSCSD BOARD OF DIRECTORS

**MEETING DATE:** September 19, 2018

**FROM:** Mike Wilson, General Manager 

**SUBJECT:** Consideration of clarifying language in MOU between LSCSD and General Teamsters Local No. 137

**BACKGROUND:**

When the MOU was created, Article 11 – Wages and Classifications had an error related to the dates related to cost of living salary increases effective July 1, 2019 and July 1, 2020 in which the period of time to determine percentages by the Consumer Price Index were to be evaluated October 2018 through October 2019 and October 2019 through October 2020.

**RECOMMENDATION:**

The correct period of time to evaluate the Consumer Price Index should be October 2017 through October 2018 for effective date July 1, 2019 and October 2018 through October 2019 for effective date July 1, 2020.

By motion approve the attached MOU to be modified with the clarifying language specific to these dates.

**ATTACHMENTS:**

Copy of Page 10 of the MOU between LSCSD and General Teamsters Local No. 137



seniority or promotion and transfer rights, or leave of absence rights. However, the employee shall be entitled to pro-rated holiday pay based on hours worked. If a temporary employee is reclassified to probationary status the employee shall be credited with all continuous service in determining completion of probationary status and eligibility for such benefits as may accrue to the employee in the new status. Upon completion of one thousand (1,000) hours of continuous service in a fiscal year with the District, a temporary employee shall be given the status of a probationary employee. Such employees shall not be used to permanently replace or supplant regular employees.

10.5 A part-time employee is defined as an employee hired for employment of less than full-time (8 hours per day, 5 days per week) or whose work period is not necessarily regularly scheduled and who normally works less than full-time, and who has worked more than one-thousand (1,000) hours in a fiscal year and is regularly assigned to work more than half-time. A part-time employee shall receive not less than the minimum rate for the job, and shall be eligible for sick leave pay, holiday pay, vacation pay, retirement plan participation, and items of a similar nature, on a prorated basis. The employee shall be eligible to participate in the District's insurance programs on the same basis as a full-time regular employee. The employee shall accrue seniority and leave of absence rights. If a part-time regular employee is reclassified to probationary or regular employee status, the employee shall be credited with all service as a part-time regular employee in determining eligibility for benefits, if any, as may accrue to the employee in the new status.

## **ARTICLE 11 - Wages and Classifications**

11.1 Attached hereto and made a part hereof is Exhibit "A" titled "Schedule of Wage Rates."

Employees salaries shall be increased 3% effective the first full pay period following January 1, 2017.

Employees salaries shall be increased 3% effective the first full pay period following July 1, 2017.

Employees salaries shall be increased 3% effective the first full pay period following July 1, 2018.

Effective the first full pay period following July 1, 2019 employees shall receive a salary increase equivalent the percentage increase in the cost of living, determined by the Consumer Price Index, U.S. Department of Labor, Western Region Urban Wage Earners and Clerical Workers B/C (less than 1,500,000 population) for **October 2018-October 2019.**

Effective the first full pay period following July 1, 2020 employees shall receive a salary increase equivalent the percentage increase in the cost of living, determined by the Consumer Price Index, U.S. Department of Labor, Western Region Urban Wage Earners and Clerical Workers B/C (less than 1,500,000 population) for **October 2019-October 2020.**