



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

RESOLUTION 11-15

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LAKE SHASTINA COMMUNITY SERVICES DISTRICT APPROVING A WELL SITE LICENSE AGREEMENT WITH MARK AND ROBIN CLURE AND AUTHORIZING THE DISTRICT GENERAL MANAGER TO SOLICIT BIDS FOR A TEST WELL.

WHEREAS, the Lake Shastina Community Services District is authorized to provide water service to properties within its boundaries and to acquire sites for water wells to provide such water; and,

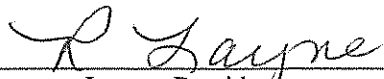
WHEREAS, Mark Clure and Robin Clure have offered to allow the District to drill a test well on their property(Lot 96, Unit 4) before the District commits to purchasing the lot from them.

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

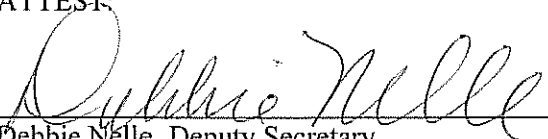
1. The attached "Well Site License Agreement" is approved and the President of this Board of Directors is authorized and directed to execute it on behalf of the District.
2. The District General Manager, and/or any interim or acting General Manager, is authorized and directed to do all things necessary or appropriate to seek proposals for the drilling of a test well on the subject real property and to submit such proposals to this Board for approval.

I hereby certify that the forgoing is a full, true and correct copy of Resolution 11-15 duly passed and adopted by the Board of Directors of the Lake Shastina Community Services District, Siskiyou County, California, at a meeting thereof duly held on the 18th day of November, 2015, by the following vote:

AYES: Directors French, Hoke, Mitchell and Thomsson
 NOES: None
 ABSENT: Director Layne



 Roxanna Layne, President

ATTEST:


 Debbie Nelle, Deputy Secretary

WELL SITE LICENSE AGREEMENT

This Well Site License Agreement (herein, the "Agreement") is made at Lake Shastina, California, effective on the date last written below, by and between LAKE SHASTINA COMMUNITY SERVICES DISTRICT, a California public agency (herein, "DISTRICT"), and MARK CLURE and ROBIN CLURE as Trustees of the Mark Clure and Robin Clure 1999 Trust (herein, together, "PROPERTY OWNERS")

Recitals.

a. DISTRICT desires to acquire a site for a new water well to be integrated into the DISTRICT's community water system;

b. PROPERTY OWNERS own a lot within the Lake Shastina subdivision, designated as Lot 96, Unit 4, Assessor's Parcel Number 106-360-040 (herein, the "Property"), which they desire to sell to DISTRICT for a well site.

c. If the contingencies stated herein are satisfied, DISTRICT intends to purchase the Property for the cash price of \$15,000.00 and PROPERTY OWNERS have agreed upon that amount.

d. Prior to entering into a binding agreement to purchase the Property, DISTRICT needs to determine whether a water well drilled on it will, in DISTRICT's sole opinion, produce sufficient water of the desired quality and otherwise meet DISTRICT's needs.

e. By this Agreement, PROPERTY OWNERS desire to grant to DISTRICT permission to drill a water well on the Property and DISTRICT desires to acquire such a license.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **GRANT OF LICENSE.** PROPERTY OWNERS hereby grant to DISTRICT and its authorized agents a license to enter upon the Property, take exclusive possession thereof, and construct and install a test water well thereon, along with related equipment

and appurtenances necessary to undertake the testing.

2. TERM OF LICENSE.

2.1. By PROPERTY OWNERS. The license granted by this Agreement shall commence immediately and continue in effect indefinitely, but shall be terminable by PROPERTY OWNERS, upon giving not less than ninety (90) days' prior written notice to DISTRICT, and an opportunity for DISTRICT to cure any default within that time, after the occurrence of any of the following events of default:

a. A failure of the parties, DISTRICT and PROPERTY OWNERS, to agree, in writing, on other terms and conditions, consistent with this Agreement, of the sale of the Property by PROPERTY OWNERS to DISTRICT, within six (6) months of the effective date of this Agreement.

b. DISTRICT's failure to complete the purchase of the Property within nine (9) months of the effective date of this Agreement.

2.2. by DISTRICT. The license granted by this Agreement shall commence immediately and continue in effect indefinitely, but shall be terminable by DISTRICT, upon giving not less than ninety (90) days' prior written notice to PROPERTY OWNERS, and an opportunity for PROPERTY OWNERS to cure any default within that time, after the occurrence of any of the following events of default:

a. A failure of the parties, DISTRICT and PROPERTY OWNERS to agree, in writing, on other terms and conditions, consistent with this Agreement, of the sale of the Property by PROPERTY OWNERS to DISTRICT, within six (6) months of the effective date of this Agreement.

b. The failure of PROPERTY OWNERS to be ready, willing and able to convey good and marketable title to DISTRICT and complete the purchase of the Property within nine (9) months of

the effective date of this Agreement.

3. EFFECT OF TERMINATION. Upon termination of this Agreement, DISTRICT shall, within ninety (90) days of receipt of such notice, deliver sole and exclusive possession of the Property to PROPERTY OWNERS after having removed all above-ground improvements and leaving the surface of the Property in a clean and tidy condition, free of debris. The well shall be capped and below-ground improvements shall be left in place. Upon request of PROPERTY OWNERS, DISTRICT shall thereupon execute, acknowledge and deliver to PROPERTY OWNERS a quitclaim deed to the Property. The Hold Harmless provisions of section 4, below, shall survive any such termination.

4. HOLD HARMLESS. DISTRICT shall indemnify and hold PROPERTY OWNERS harmless as against any and all taxes, losses, damages, claims, liabilities, costs and expenses, including attorney's fees and other legal expenses incurred as a result or arising directly or indirectly from or in connection with any actual or claimed negligent, reckless or intentionally wrongful act of DISTRICT or its assistants, employees, contractors or agents.

5. PROPERTY OWNERS' WARRANTIES. PROPERTY OWNERS warrant that:

- a. They own the Property, free and clear of any liens or encumbrances, except for current taxes and assessments; and,
- b. They have the right to enter into this Agreement and to sell the Property to DISTRICT;

PROPERTY OWNERS specifically disclaim any representation or knowledge as to whether a water well drilled on the Property can be expected to meet DISTRICT'S needs, and they take no responsibility for the failure of any such well to do so.

6. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties. There are no other

agreements, representations, or understandings not expressed herein, except as may be implied by law. Any amendments to this Agreement must be in writing and signed by the party to be bound.

7. **INTERPRETATION.** This Agreement shall be interpreted fairly and evenly as to both parties and as if it had been drafted jointly by the parties, regardless of which party prepared it or any part of it.

8. **NOTICE.** Any notice required or authorized by this Agreement to be given by any party to this Agreement to any other party to this Agreement shall be in writing and addressed as provided below. Notice may be given by postal mail, email, or personal delivery. Notice which sent by postal mail to the address shown below shall be deemed received on the third (3rd) postal delivery day after mailing. The USPS postmark, if any, shall be conclusive evidence of the date of mailing. Notices sent by personal delivery or express delivery shall be deemed received when delivered to the address shown below.

8.1. **DISTRICT'S Agent.** DISTRICT designates the following person as its representative for the purpose of giving and receiving notices pursuant to this Agreement:

Name: Robert Winston, LSCSD General Counsel

Address: 205 N. Mt. Shasta Blvd. #400, Mt. Shasta, CA 96067

Email Address: RWINSTON@KWB-LAW.NET

8.2. **PROPERTY OWNERS.** Any notice to be given to PROPERTY OWNERS shall be sent to:

Name: Mark & Robin Clure

Address: 1828 N Shasta Ranch Rd Mt Shasta, CA 96067

Email Address: mark.clure@edwardjones.com

9. **SIGNERS' WARRANTIES.** The persons signing below on behalf of any public entity personally and individually warrant that they have the authority to do so and to thereby bind such

public entity.

10. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the successors, assigns, and personal representatives of the parties.


11. VENUE; JURISDICTION. Venue for any court proceedings between DISTRICT and PROPERTY OWNERS relating to this Agreement, the enforcement or interpretation of this Agreement, the breach hereof, or otherwise relating to the Property or the DISTRICT's use or occupation of the Property, or DISTRICT's interest therein, shall be only in the Superior Court, County of Siskiyou.

12. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument and the original or any copy thereof shall be admissible in any court action or other legal proceeding. Delivery of a signed counterpart may be made by email attachment or facsimile.

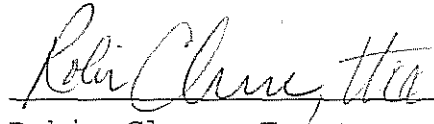
13. ADDITIONAL CONSIDERATION. As additional consideration for DISTRICT's purchase of the Property from PROPERTY OWNERS, DISTRICT shall remove excessive fuel (fire abatement) from the Property during the term of its occupancy. Unless it purchases the Property, DISTRICT shall not be obligated to compensate PROPERTY OWNERS in any other manner for DISTRICT's use and occupancy of the Property pursuant to this Agreement.

14. RECORDATION. Upon the request of either party, this Agreement shall be acknowledged by the signers and it may thereupon be recorded with the Siskiyou County Recorder.

Dated: 11/16/15



Mark Clure, Trustee



Robin Clure, Trustee

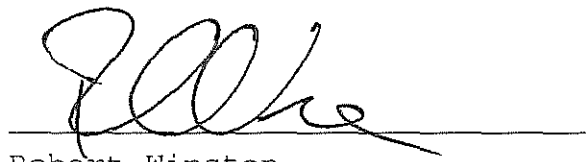
DISTRICT, by:

Dated: 12-4-15



Roxanna Layne, Board President

Approved as to form:



Robert Winston,
District General Counsel

(Notarization Not Required_



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

Regular Meeting
 Wednesday, November 18, 2015 – 5:00 p.m.
 Administration Building
 16320 Everhart Drive • Weed, California 96094 • (530) 938-3281

MINUTES

CALL TO ORDER AND ROLL CALL: called to order at 5:00 p.m.

LSCSD Board Roll Call: French Hoke Layne Mitchell Thomsson

Dir. Hoke present at 5:01 p.m. Pres. Layne present until 6:40 p.m.

Also present: Acting IGM Hankins, SAC Nelle, AA Charvez, F/P Chief Wilson and District Counsel Robert Winston. There were approximately 27 people in the audience.

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

APPROVAL OF AGENDA:

Motion by Dir. Layne second Dir. Thomsson to approve agenda as presented.

Ayes: Directors French, Hoke, Layne and Thomsson

Noes: Director Mitchell

Absent: None

Pres. Layne appointed Vice Pres. Thomsson to chair the meeting.

DISCUSSION ITEM:

1. Presentation / Public Discussion re: proposed Verizon wireless cell tower on Zen Mountain: Charlie Johnson, with Cortel, gave an overview of a proposed monopole Verizon wireless cell tower. The item will be on a future agenda for consideration.

PUBLIC COMMENTS: Four (4) speakers; no follow-up action required.

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

2. A. Approval of Minutes: Regular Meeting October 21, 2015 and Special Meeting November 2, 2015: Removed from consent.
- B. Ratification of Disbursements: October 1 to October 31, 2015
- C. LAIF Quarterly Report and transfer to LAIF
- D. Budget Comparison: FY 2015/2016 YTD: Removed from consent.
- E. Zen Mountain Easement addition: Removed from consent.

Motion by Dir. French second Dir. Mitchell to approve Consent Calendar, as amended.

Ayes: Directors French, Hoke, Layne, Mitchell and Thomsson

Noes: None

Absent: None

Dir. Mitchell asked for clarification on Items 2A, 2D and 2E.

Motion by Dir. Mitchell second Dir. French to approve Items 2A, 2D and 2E as presented.

Ayes: Directors French, Hoke, Layne, Mitchell and Thomsson

Noes: None

Absent: None

DISCUSSION / ACTION ITEMS:

3. LSPOA/LSCSD negotiations update
 - A. Consideration of proceeding with a stand-alone agreement re: LSPOA's use of Construction Yard: IGM Hankins updated the Board on the committee's recommendation to enter into an agreement with LSPOA regarding the use of the Construction Yard; equipment use would be a separate agreement. The Board discussed and directed IGM Hankins to proceed with a stand-alone agreement for the Board's consideration.
4. General Manager Recruitment: Vice Pres. Thomsson stated that the GM hiring committee is recommending approval of a CSD only General Manager Job Description and approval to proceed with the recruitment. The Board discussed.
 - A. Approval to recruit for a General Manager for LSCSD only

Motion by Dir. Layne second Dir. Thomsson to approve proceeding with the recruitment for a General Manager for the LSCSD only.

Ayes: Directors Hoke, Layne and Thomsson
Noes: Director French and Mitchell
Absent: None

- B. Approval of LSCSD General Manager's Job Description: The last sentence of Section 1300.20 was changed to read "Knowledge of all accounting practices."

Motion by Dir. Thomsson second Dir. Layne to approve the LSCSD General Manager Job Description as amended.

Ayes: Directors French, Hoke, Layne and Thomsson
Noes: Director Mitchell
Absent: None

Vice Pres. Thomsson called a 5-minute break at 6:40 p.m.; Pres. Layne left the meeting.

- C. Approval of proceeding with advertisement and recruitment of General Manager: The job announcement was changed as follows: applicants to email to info@lakeshastina.com, salary to read "Salary and Benefits to be determined commensurate with experience; position is estimated to be approximately 30 hours per week." and the very last sentence of draft is to be deleted; Vice Pres. Thomsson will work with staff to recruit via the website and recruiting websites.

Motion by Dir. French second Dir. Thomsson to approve the recruitment of the LSCSD General Manager; using the amended job announcement.

Ayes: Directors French, Hoke and Thomsson
Noes: Director Mitchell
Absent: Director Layne

5. Authorize IGM to hire full-time Maintenance Worker I: IGM Hankins stated that he is recommending filling one of the two vacant full-time Public Works positions.

Motion by Dir. Mitchell second Dir. French to authorize the IGM to hire one (1) permanent Maintenance Worker I employee.

Ayes: Directors French, Hoke, Mitchell and Thomsson
Noes: None
Absent: Director Layne

6. Public Works office trailer: consideration of lease, additional funds for delivery/installation and cost to remove/dispose of existing office structure (approval by Resolution): IGM Hankins reported on his recommendation for a 5-year lease on a 12 ft. by 64 ft. Public Works office trailer. The Board discussed.

Motion by Dir. French second Dir. Hoke to approve Resolution 10-15 approving the lease of a manufactured office structure for use by the Public Works Department and authorization for removal of the old office and to undertake related activities.

Ayes: Directors French, Hoke and Thomsson
Noes: Director Mitchell
Absent: Director Layne

7. Consideration of Christmas Tree Lighting: IGM Hankins and Chief Wilson volunteered to organize the event.

Motion by Dir. French second Dir. Mitchell to approve Christmas Tree Lighting event on December 12, 2015, 6:00 p.m. at the Fire Hall; same tree as last year, Public Works to put up and take down lights. Not-to-exceed \$300.

Ayes: Directors French, Hoke Mitchell and Thomsson
Noes: None
Absent: Director Layne

8. Consideration of addendum to IGM Hankins temporary employment agreement – rate of pay: The Board discussed. The addendum was changed as follows: add Effective Date: Pay Period ending 11/20/15 and change to non-exempt status, per Labor Laws.

Motion by Dir. French second Dir. Hoke to approve addendum to IGM Hankins temporary employment agreement to increase rate of pay to \$45, as amended.

Ayes: Directors French, Hoke and Thomsson
Noes: Director Mitchell
Absent: Director Layne

9. Fire and Police Departments Report: F&PC Wilson updated the Board on Fire and Police activities.

10. Consideration of hiring additional Seasonal Firefighters: F&PC Wilson gave an overview of his recommendation to hire additional seasonal firefighters.

Motion by Dir. Mitchell second Dir. French to authorize the Fire Chief to conduct a recruitment process and hire up to three additional seasonal firefighters for the continuation of winter and spring fire fuel abatement projects; funded by the LSPOA.

Ayes: Directors French, Hoke, Mitchell and Thomsson
Noes: None
Absent: Director Layne

11. Consideration of National Incident Management System (NIMS) Compliance for the District: F&PC Wilson gave an overview of his recommendation to have District elected officials and employees trained to be NIMS compliant.

Motion by Dir. Mitchell second Dir. French to approve establishing a NIMS Compliance training program for District elected officials and employees.

Ayes: Directors French, Hoke, Mitchell and Thomsson
Noes: None
Absent: Director Layne

12. Consideration of changing Regular Meeting start time: The Board discussed.

Motion by Dir. French second Dir. Hoke to approve changing the CSD Regular Board Meetings' Open Session to start at 2:00 p.m. Closed Session, if needed, will be held prior to 2:00 p.m. or following Open Session.

Ayes: Directors French, Hoke, Mitchell and Thomsson
Noes: None
Absent: Director Layne

13. Correct the minutes for Special meeting on September 8, 2015: Dir. Mitchell stated that the approved minutes of September 8, 2015 did not reflect the action taken in closed session regarding the approved stipend for DPS Chief Wilson. SAC Nelle stated that a Personnel Action Form needs to be completed to reflect the action taken.

Motion by Dir. Mitchell second Dir. French to correct the September 8, 2015 Special Meeting Minutes to reflect the following report out of Closed Session: The Board unanimously agreed to pay a \$2,000 per month stipend to Mike Wilson to remain as DPS Chief.

Ayes: Directors French, Hoke, Mitchell and Thomsson
Noes: None
Absent: Director Layne

14. IT Responsibility and remote access to IT files: IGM Hankins reported that the LSPOA is in the process of securing their files. The Board discussed. IGM Hankins was directed to set up a safe deposit box and arrange to have a CSD Board Member and LSPOA Board Member pick up the remote hard drive from District Counsel Winston's office and put in the safe deposit box. Remote access is to be disabled.

15. Answer questions on budget comparisons asked at the CSD meeting October 21, 2015: SAC Nelle reported on Dir. Mitchell's specific concerns on the Budget Comparison report of October 21, 2015.

GENERAL MANAGER/STAFF COMMENTS: One (1) speaker; no follow up action required.

BOARD MEMBER COMMENTS: Vice Pres. Thomsson requested staff proceed with the boardroom sound system speaker installation.

PUBLIC COMMENTS BEFORE CLOSED SESSION: None

With no objections by the Board, Vice Pres. Thomsson adjourned to Closed Session at 8:45 p.m.

CLOSED SESSION:

- A. Conference with Labor Negotiator, IGM Hankins (Gov. Code § 54957.6). Review District's position and instruct its designated representatives: General Teamsters Professional, Health Care and Public Employees Local 137
- B. Conference with Legal Counsel: Litigation (Gov. Code § 54956.9) Moller v. LSCSD et. al.
- C. Conference with Real Property Negotiators (Gov. Code § 54956.8): Assessor's Parcel No. 106-360-040. Identify the District's negotiator(s) to negotiate price and terms of payment with seller (Mark and Robin Clure).
- D. Conference with Real Property Negotiators (Gov. Code § 54956.8): Assessor's Parcel Nos. 106-440-060 and 106-440-190. Identify the District's negotiator(s) to negotiate property trade with owners (Reginald and Annett Breeze).

With no objections by the Board, Vice Pres. Thomsson adjourned to Open Session at 9:14 p.m.

REPORT ON CLOSED SESSION:

Vice Pres. Thomsson stated there was no action to report.

DISCUSSION / ACTION ITEMS:

16. Consideration of a License Agreement to drill a test well, and Purchase Agreement, for the real property designated as (Unit 4 Lot 96) Assessor's Parcel No. 106-360-040, as a well site (approval by Resolution):

Motion by Dir. French second Dir. Thomsson to approve Resolution 11-15 approving a well site license agreement with Mark and Robin Clure and authorizing the General Manager to solicit bids for a test well.

Ayes: Directors French, Hoke, Mitchell and Thomsson

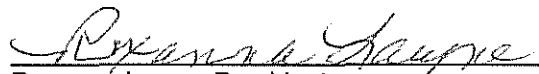
Noes: None

Absent: Director Layne

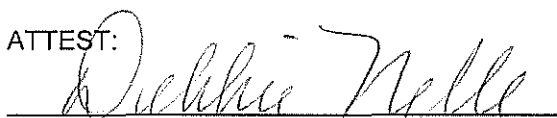
ADJOURNMENT:

With no objections by the Board, Vice Pres. Thomsson adjourned the meeting at 9:15 p.m. to the next LSCSD Regular Board Meeting scheduled to be held on Wednesday, December 16, 2015, 2:00 p.m. at the Administration Building.

Approval Date: 12/16/15


Roxanna Layne, President

ATTEST:


Debbie Nelle, Deputy Secretary