



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

AGENDA

REGULAR MEETING

Wednesday, April 18, 2018 – 1:00 p.m.

Administration Building

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

CALL TO ORDER:

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.

DISCUSSION / REPORTS: ACTION ITEMS:

- A. Consideration of accepting Cal OES Type 3 Fire Engine (FC Pappas & presentation from Pat Titus, Cal OES)

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 21, 2018 and Special Meeting March 28, 2018
- B. Ratification of Disbursements: March 1 through March 31, 2018
- C. Budget Comparison / Variance Report: FY 2017/18 YTD
- D. Accounts Receivable Aging Analysis: FY 2017/18 YTD
- E. Report out regarding prior closed session(s)
- F. Approval of transfer from LAIF Reserves 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. Approval of Resolution 3-18 calling an Election for LSCSD Board Members - to be consolidated on the 2018 November General Election (Pres. Cupp)
8. First Reading/Introduction proposed Ordinance 1-18 establishing a Hazardous Vegetation Abatement Ordinance (GM Wilson)
9. First Reading/Introduction proposed Ordinance 2-18 establishing an Abatement Administrative Appeal Process and Collection Procedures for Administrative Fines and regulation for Hazardous Vegetation (GM Wilson)
10. Consideration of purchasing two new vehicles in the FY 2017/18 budget year (PWS Moser)

STAFF COMMENTS:

BOARD MEMBER COMMENTS:

PUBLIC COMMENTS ON CLOSED SESSION:

ADJOURN TO CLOSED SESSION:

CLOSED SESSION:

A. CONFERENCE WITH LABOR NEGOTIATORS - Pursuant to Government Code Section 54957.6 Agency Negotiators: Mike Wilson, General Manager; Employee Organization: Teamsters Local 137

RETURN TO OPEN SESSION:

REPORT ON CLOSED SESSION:

ADJOURNMENT: The next LSCSD Regular Board Meeting is scheduled to be held on May 16, 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.



Item A

LAKE SHASTINA COMMUNITY SERVICES DISTRICT

TO: LSCSD BOARD OF DIRECTORS

MEETING DATE: April 18, 2018

FROM: Steven Pappas, Fire Chief *SP*

SUBJECT: Consideration of accepting Cal OES Type 3 Fire Engine

BACKGROUND:

Cal OES has offered a new Type 3 Fire Engine to be stationed at the Lake Shastina Fire Department (LSFD), with the understanding that the LSFD will provide the proper staffing in the case that the engine needs to be dispatched on an OES strike team. The engine comes fully stocked with all necessary supplies and tools.

FINDINGS:

A new engine located in the District would provide the community with additional protection at little to no cost. With our current aging fleet and constant need of repair on our own equipment, the Cal OES engine would greatly aid in providing protection against wildfire activity in Lake Shastina.

RECOMMENDATION: Provide direction to staff.

ADDITIONAL: Pat Titus from Cal OES will be providing a presentation on the benefits of having the engine placed in Lake Shastina.

ATTACHMENT: Cal OES Sample Contract



[REDACTED], [REDACTED]
[REDACTED]

Dear Chief [REDACTED]:

You will find enclosed two copies of Assignment of Equipment Form, and Agreement for Temporary Transfer of Vehicular Equipment covering the assignment of Cal OES Fire Engine No. [REDACTED] to the [REDACTED]. The agreement is effective [REDACTED].

Please have the authorized official sign both copies of the above-mentioned documents and return one original set to our office.

NOTE 1: Cal OES cannot assign the apparatus to your agency until this signed agreement is returned.

It is required that this office be furnished with a Certificate of Insurance, or a letter certifying self-insurance, in accordance with Paragraph 11 of the Agreement for Temporary Transfer of Vehicular Equipment.

If you have any questions regarding this assignment, please feel free to contact our office.

Sincerely,

KIM ZAGARIS
State Fire and Rescue Chief

KZ/[REDACTED]
Enclosures

Cc: [REDACTED], Region [REDACTED] Fire and Rescue Coordinator
[REDACTED], [REDACTED] Operational Area Coordinator
[REDACTED], Cal OES Deputy Chief, Operations
[REDACTED], Cal OES Assistant Chief

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**AGREEMENT FOR
TEMPORARY TRANSFER OF VEHICULAR EQUIPMENT-TYPE III ENGINE**

THIS AGREEMENT, entered into this [REDACTED] day of [REDACTED], by and between the **STATE OF CALIFORNIA** acting by and between its duly appointed, qualified and acting Director of the Governor's Office of Emergency Services, hereinafter called the "**STATE**," and the [REDACTED], acting by and through its duly appointed, qualified and acting officers, hereinafter called "**TRANSFeree**",

WITNESSETH:

IT IS HEREBY MUTUALLY AGREED between the parties hereto as follows:

1. The **STATE** hereby transfers possession to **TRANSFeree** and **TRANSFeree** hereby accepts possession from **STATE** of the fire apparatus and equipment listed on the attached Exhibit "A" which is by this reference made a part hereof, for the period commencing [REDACTED], for the following all-risk events, emergency incidents, civil defense, and disaster purposes, namely:

Mutual aid, multiple alarm events and emergency incidents, emergency incidents threatening properties vital to national defense or important military installations, parades and displays, training of regular, volunteer and auxiliary firefighters and temporary standby for assignee's regular apparatus and the regular apparatus of other departments while out of service for repairs.

a. Vehicle Description: [REDACTED]
Vehicle Designation: [REDACTED]
Vehicle License Number: [REDACTED]
Vehicle Identification Number: [REDACTED]
Value of Vehicle: [REDACTED]
Value of Hose and Appliances: [REDACTED]

b. Equipment inventories (Exhibit "A") may by mutual concurrence of the **STATE** and **TRANSFeree** be changed during the term of this agreement, utilizing property accountability procedures established or approved by the State.

2. Housing, Maintenance, Repair and Replacement. During the term of this transfer, **TRANSFeree** agrees to adequately house in a enclosed secure structure, staff, operate, maintain and repair (consistent with section 2 b.) said fire apparatus and equipment (hereinafter collectively referred to as "the apparatus" except where it is desired to refer to equipment alone, in which case the term "equipment" is used) at its sole cost and expense, save as otherwise expressly provided in this agreement. Apparatus shall be housed on property of the **TRANSFeree** in a manner to provide reasonable protection against inclement weather, sabotage, theft or malicious damage. Apparatus shall be maintained in such condition that it is available for immediate emergency use, and at the same standard as other emergency apparatus operated by **TRANSFeree**. Maintenance shall include care of hose, batteries, tires, appliances, lubrication and fuel, general cleaning and polishing, minor body repairs and periodic testing. Repairs shall include, without being limited to, motor tune-ups, pump repairs, transmission, differential and all running gears, brake and exhaust systems, cooling devices

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including radiator, pump packing, equipment assigned to apparatus and so forth.

a. Repairs to the extent of \$100.00 for each individual item of repair shall be the responsibility of **TRANSFEE**.

b. Repairs to the extent that they exceed \$100.00 for each individual item of repair shall be the responsibility of **STATE** on a \$100.00 deductible basis, unless in the judgment of the **STATE** the same results from misuse or negligence on the part of **TRANSFEE** in the maintenance or use of the apparatus, in which event the cost of each such item of repair above \$100.00 shall also be the responsibility of **TRANSFEE**. In no event shall **TRANSFEE** arrange for repairs costing above \$100.00 for any item of repair, whether it deems the same to be the responsibility of **STATE** or **TRANSFEE**, without first obtaining authorization in writing from the Governor's Office of Emergency Services, Fire and Rescue Division.

c. Notwithstanding the foregoing, replacement of hose, batteries and tires shall be the responsibility of **STATE**, save to the extent **STATE** deems damage thereto to be the result of negligence or misuse on the part of **TRANSFEE**, in which event **TRANSFEE** will bear such portion of the replacement cost thereof as the **STATE** deems equitable. Procurement of tires, hose and batteries is subject to State fiscal policies and procedures, and written approval must be obtained by the Governor's Office of Emergency Services, Fire and Rescue Division prior to procurement.

d. Maintenance and repairs must be requested and authorized pursuant to Cal OES Fire and Rescue Division Operations Bulletin # 18, which is here by incorporated into this agreement by reference. The Transferee shall replace the out of service CAL OES apparatus with a Type III engine from the transferee's fleet during the time that the CAL OES apparatus is out of service. The temporary engine must meet the typing requirements identified in FIREScope 420-1 and the California Fire Assistance Agreement Exhibit B.

e. Repair or replacement of the apparatus transferred hereunder which is consumed, lost, stolen, damaged or destroyed during mutual aid operations when **STATE** has dispatched or directed the dispatch of said apparatus through Regional or Operational Area Fire and Rescue Coordinators, or when **STATE** has reassigned said apparatus pursuant to the provisions of paragraph 10 of this agreement, shall be the responsibility of **STATE**, providing that any such loss or damage is due to the negligence of **TRANSFEE** under such circumstances, **TRANSFEE** shall be liable therefore to the extent that the **STATE** deems equitable. **TRANSFEE** agrees that it will assume responsibility in full for the repair or replacement of equipment which has been consumed, lost, stolen, damaged or destroyed in operations other than referred to in this paragraph.

3. Inspection of Apparatus. **TRANSFEE** agrees that representatives of the Governor's Office of Emergency Services, Fire and Rescue Division and other authorized State personnel may inspect the apparatus at any time

4. Staffing. Reasonable and continual training shall be carried on so that trained personnel shall at all times be available to staff and operate said apparatus. The **TRANSFEE** shall provide personnel to staff the assigned apparatus per FIREScope ICS standards with the expectation of staffing with four trained fire personnel for out of county assignments. The Cal

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OES engine may be assigned to out of area assignments for up to 14 days, plus travel time. When local government personnel, staffing Cal OES apparatus, are committed to extended assignments there may be a need to replace or rotate personnel. Personnel rotation will follow

the direction outlined in the California Fire Assistance Agreement when assigned to an incident within California. Crew rotation for incidents outside of California shall be consistent with the appropriate forest's agencies policy and coordinated by Cal OES.

5. Personal Protective Equipment (PPE) and Specialized Equipment. In addition to providing the standard complement of firefighting PPE, it shall be the TRANSFEREE'S responsibility to provide its personnel with all other PPE that may be required by NFPA 1901, other NFPA Standards, and California Title 8. This shall include, but not be limited to, one Traffic Vest (ANSI / ISEA 207) for each seating position. In addition, we recommend chainsaw chaps be provided.

6. Training. Personnel assigned shall meet wildland fire and ICS standards established in the California Incident Command Certification System (CICCS) or NWCG 310-1 (August 2002 version). Personnel staffing Cal OES Type III engines will include the following qualifications: company officer (Engine Boss/ENGB), apparatus operator (engineer), and firefighter (FFT1 or FFT2). Assignees agree to participate in an off-road train-the-trainer course and to adopt an off-road training program for their respective agencies.

7. Dispatching. All movement of the apparatus shall be handled through the official dispatching channels of TRANSFEREE. TRANSFEREE dispatchers will recognize and act on all official requests for movement of the apparatus in conformance with the Fire and Rescue Annex (California Fire and Rescue Mutual Aid System) to the State Emergency Plan and its subsequent revisions. STATE reserves the right to dispatch, direct the dispatch of, or temporarily reassign the said apparatus and equipment whenever, in the opinion of the Director of the Governor's Office of Emergency Services, their representatives or Operational Area and Regional Fire and Rescue Coordinators, such equipment and apparatus is essential to the protection of life and property in another jurisdiction or in the best interest of the STATE.

8. Mutual Aid Response. Procedures for mutual aid response shall be in accordance with California Fire Service and Rescue Emergency Mutual Aid Plan.

9. Reimbursable Response. Reimbursement for mutual aid may be provided pursuant to a governor's disaster proclamation or when conditions warrant invoking the California Fire Assistance Agreement, the State of Nevada Cooperative Agreement, or the Interstate Compact as appropriate. There is no other existing provision for mutual aid reimbursement.

10. Temporary Use. TRANSFEREE shall be permitted to use their assigned apparatus for temporary cover of fire stations when emergency conditions warrant, or when regular apparatus is out of service for repairs. In either case the ASSIGNEE shall immediately notify the Operational Area Dispatch Center. The ASSIGNEE further agrees that Cover-in or Standby of said fire apparatus exceeding 90 days is at the discretion of the STATE

11. Temporary Transfer.

a. An assignment of the apparatus or any portion thereof by TRANSFEREE for any

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period not exceeding seven consecutive days within a given Operational Area may be made with the consent of the Operational Area Fire and Rescue Coordinator and the STATE, providing that at the time such apparatus is received, such assignee furnish TRANSFEREE and STATE a

letter to the effect that he assumes all obligations and criteria of TRANSFEREE with respect to such apparatus under this agreement during the period of assignment, including insurance coverage in accordance with Paragraph 13 or 14, as appropriate. Any assignment by TRANSFEREE for a period of more than seven consecutive days shall be subject to authorization by the STATE and execution of an "Agreement for the Temporary Transfer of Vehicular Equipment", with the agency requesting the transfer.

b. Whenever apparatus is assigned in accordance with the provisions of this paragraph, regular TRANSFEREE shall be relieved of its obligations under this agreement during such period of assignment.

c. Complete a written Temporary Cal OES Apparatus Assignment Record, Exhibit "B". The TRANSFEREE will retain one copy, the Temporary Assignee will retain one copy, and one copy will be forwarded to the Governor's Office of Emergency Services Fire and Rescue Division.

12. Reports and Records. TRANSFEREE shall maintain daily and monthly reports on the details of Apparatus Use on OES F-101 Form. A Smoke Opacity Test, Pump Test, and Hose Test, and Ladder Test shall be completed annually. Written results of all tests and reports shall be forwarded to the Governor's Office of Emergency Services, Fire and Rescue Division, by the end of the calendar year. A recent copy of the tests and reports shall be maintained in the vehicle logbook.

13. Report of Accidents. TRANSFEREE shall immediately notify Cal OES Fire and Rescue following any and all accidents involving this apparatus. It shall be the responsibility of TRANSFEREE to fill out State Form 270, "Report of Automobile Accident," and file the report with the Governor's Office of Emergency Services. A copy of this report shall be retained by the TRANSFEREE and the original and four copies forwarded to the Governor's Office of Emergency Services.

14. Insurance Protection. (Non- State Agencies)

a. TRANSFEREE agrees forthwith to furnish evidence of insurance protecting the legal liability of the TRANSFEREE and the STATE for liability and/or property damage with a combined single limit of 1,000,000.00 per occurrence, by means of a Certificate of Insurance naming State of California as Additional Insured. Said certificate shall contain an agreement by the insurance company that it will not cancel said policy without 15 days prior written notice to the STATE and that the STATE is not liable for the payment of any premiums or assessments thereon. Said certificate must include the description of the apparatus including VIN, state license number and Cal OES unit number.

b. In the event the TRANSFEREE is self-insured, TRANSFEREE in lieu of a certificate of insurance shall furnish the STATE a written statement of such fact. In such event TRANSFEREE agrees to hold the STATE harmless from any personal injury or property damage claims arising out of its maintenance, use or operation of the apparatus under the terms

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of this agreement.

- c. Physical damage insurance, including collision coverage and comprehensive

coverage, shall be obtained. The **STATE** will be named as a loss payee. The description of the vehicle and the necessary amount of insurance required is outlined in attached Exhibit "C" which is by this reference made a part hereof.

15. Insurance Protection. (State Agencies) Any insurance necessary for coverage of the apparatus shall be the sole responsibility of the department having custody of the vehicle. **TRANSFeree** agrees to report apparatus as being under its control to the Insurance Officer, Department of General Services.

16. Termination of Agreement.

a. Either party may terminate this agreement upon 14 days written notice to other party, or **TRANSFeree** may relinquish or **STATE** may repossess any portion of the apparatus upon like notice to the other party, except that **STATE** may repossess any portion thereof without written notice whenever it deems the same is not being maintained in accordance with this agreement.

b. Upon the termination of this agreement, **TRANSFeree** agrees to return said apparatus in the same condition as received, reasonable wear and tear, acts of God, and conditions over which he has no control excepted.

c. As inventory changes occur, or items of equipment are replaced, deleted or added by the **STATE** or replaced by **TRANSFeree**, it is mutually agreed that no amendment to this agreement need be made at the time of the change; provided however, at the termination of this agreement a complete reconciliation of all equipment will be made. **TRANSFeree** further agrees that all replacements for equipment or apparatus will be made with identical or substantially like items as approved by the **STATE**.

d. Nothing in this agreement shall be construed to create a new property interest or right of action for the **TRANSFeree**.

17. Unauthorized Use of Cal OES Apparatus and Equipment. Use of this apparatus other than as specified in paragraph 1 will be considered a breach of this agreement

18. Use of Radio Equipment

a. **STATE** will furnish at **STATE'S** sole cost, radio equipment installed in the apparatus to be operated on the following frequencies: 151.145 - 170.925.

b. **STATE** agrees to maintain said equipment without cost to **TRANSFeree**.

c. The **TRANSFeree** agrees to operate said radio equipment in accordance with the Rules and Regulations of the Federal Communications Commission.

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d. Ownership of said equipment is in the **STATE**, and all applications to the Federal Communications Commission seeking authority to add, modify or replace radio equipment covered by this agreement shall be made by and in the name of the State of California. To activate this agreement and in compliance with the control requirements of the Communications

Act of 1934, as amended, the **STATE** hereby deputizes the Chief of the agency of said **TRANSFeree**, and such volunteers, regularly employed and salaried assistants as shall be designated by the Chief of the agency as his agents to operate said radio equipment as specified in paragraph "c" above.

e. **STATE** assumes no liability hereunder for claims or losses accruing or resulting to any person, firm or corporation furnishing or supplying work, services or material or services in connection with the performance of this agreement or for any claims and losses accruing or resulting to any person, firm or corporation injured or damaged by performance of either party hereunder.

19. All notices herein provided to be given, or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the U.S. mail, registered and postage prepaid and addressed as follows: To the **TRANSFeree** at [REDACTED], [REDACTED], [REDACTED], [REDACTED], and to the **STATE** at Governor's Office of Emergency Services, Fire and Rescue Division, 3650 Schriever Ave., Mather, CA 95655. The address to which notices shall or may be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as hereinabove provided; but nothing herein contained shall preclude the giving of any such notice by personal service.

20. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

21. The **STATE** may in its sole discretion and for such good cause as it determines waive in writing in whole or in part any requirement of this agreement that apparatus and/or equipment shall be maintained in operating condition, or repaired, or replaced, providing that any such waiver shall be applicable only to the specific apparatus or equipment to which it refers.

IN WITNESS WHEREOF the parties hereto have executed this agreement upon the date first above written.

TRANSFeree:

[REDACTED] _____

By _____
[REDACTED], Chief

STATE OF CALIFORNIA:

Mark S. Ghilarducci
Director
Governor's Office of Emergency Services

By _____
Kim Zagaris, State Fire and Rescue Chief

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EXHIBIT "A"
EQUIPMENT INVENTORY: Type III Engine

ENGINE NUMBER:	LICENSE NUMBER:	VIN NUMBER:
1 #5 ABC Extinguisher		1 Drip Torch
1 DOT First Aid Kit		1 Hose Roller w/Receiver Adaptor
4 Intercom Headset		2 Fuel Can, 2 ½ gallon
2 Wye 2 ½ "x 2-1 ½ "		2 Interface Brackets
1 Wye 1 ½ "x 2 ½ "		1 Foam Concentrate Transfer Hose
3 Wildland Hose Clamp		2 Nozzle, 1 ½ "Break-apart, Combo, Structural
2 Wildland Spanner		1 Nozzle, 1 ½ "Combo, Structural
2 1 ½ " to 2 ½ " Hose Spanner		1 Nozzle, 2 ½ "Combo, Structural
1 4" to 2 ½ " Adapter, Double Female		2 Thermo Gel Concentrate – 5 Gallon
1 Mallet, Rubber		1 Thermo Gel Back Pack
1 Fence Pliers		1 Thermo Gel Nozzle/Educator/Hose
5 Wildland Hose Tee, 1 ½ "x 1"		1 Thermo Gel Pickup Tube
3 Nozzle, 1" Combo, Wildland		3 Hard Suction, 4" x 8'
2 Nozzle, 1 ½ "Combo, Wildland		1 Strainer, 4"
1 Ejector, 1 ½ "w/Strainer		1 Ladder, 3 Section, 20'
1 Portable Pump, Cal OES# _____ Serial# _____		1 Pike Pole, 8'
1 Hose, 1 ½ "x 10', Hard Suction		1 Radio, Bendix-King, Handheld Serial# _____
1 Strainer, 1 ½ "		Cal OES# _____
1 Strainer, 1 ½ ", Floating		DGS# _____
1 Coupling, 2 ½ ", DM		1 Radio, Kenwood, Mobile Serial# _____
1 Coupling 2 ½ ", DF		Cal OES# _____
1 Coupling 1 ½ ", DM		DGS# _____
1 Coupling 1 ½ ", DF		
1 Coupling 1", DM		1 Digging Bar, 5'
1 Coupling 1", DF		10 Hose, 3" x 50'
2 Reducer, 2 ½ "x 1 ½ "		4 Hose, 1 ½ "x 50', Structural
4 Reducer, 1 ½ "x 1"		10 Hose, 1 ½ "x 100', Wildland
1 Increaser, 1 ½ "to 2 ½ "		8 Hose, 1" x 100', Wildland
1 Wrench Hydrant"		1 Hose, 2 ½ "x 30', Soft Suction
2 Shovel, Round Point		3 Hose, Booster, ¾ " x 50'
2 Pulaski		1 Spineboard
3 McLeod (Thau Tool)		1 Rubbish Hook
1 Axe, Pick Head		1 Trauma Kit
1 Axe, Flat Head		1 Burn Pack
1 Halligan Tool		1 Spineboard Head Immobilizer
1 Bolt Cutter, 30"		1 Fast Back Harness for Spineboard
1 Bolt Cutter, 18"		2 Back Pack Pump
1 Hammer, Sledge, 8#		1 Back Pack Pump Fill Tube
2 Chock Block		1 Extinguisher, 20# BC
1 Chain saw, 24" Bar		1 Bottle Jack, 12 ton
1 Chainsaw, w/ conventional chain and tool kit, Cal OES# _____ Serial# _____		1 Set, Triangle Reflectors
1 Bar Oil, 1 gallon		1 Chain, Tow w/hook
		1 Rope, ½ " x 100', Utility in Bag





REMARKS: _____

ACCEPTED BY: _____ TITLE: _____

DEPARTMENT: _____ DATE: _____

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EXHIBIT "B"
TEMPORARY CAL OES APPRATUS ASSIGNMENT RECORD

NO.	ARTICLE	OES DECAL	QUANTITY
1.	500 GPM Type III Fire Engine, complete with equipment per attached Exhibit "A" of Agreement for Temporary Transfer of Vehicular Equipment.	OES - 	1
2.	License No: 		
3.	VIN No: 		
4.	Engine No: 		
5.	Proof of Insurance: _____		
6.	Inventory Completed: _____		
7.			
8.			
9.			
10.			
11.			

REASON FOR TEMPORARY TRANSFER: New Assignee

SIGNATURES:

PERMANENT TRANSFEREE

Date _____

TEMPORARY ASSIGNEE

Date _____

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EXHIBIT "C"
INSURANCE REQUIREMENTS

Part of the agreement through which the State makes a temporary transfer of vehicular equipment is the agreement on the part of the transferee to furnish certain evidence of insurance. Your organization, as a transferee of equipment, will want to be mindful of these requirements and assure they are complied with.

Liability Insurance

A certificate of insurance shall be furnished to the State providing minimum limits of insurance as follows:

BODILY INJURY and PROPERTY DAMAGE LIABILITY \$1,000,000.00 PER OCCURANCE

A certificate of insurance will have the following provisions included:

1. The State of California shall be named Additional Insured.
2. The insurance company shall agree that in the event of cancellation, 15 days prior written notice will be given to the State.
3. The State shall not be responsible for premium or assessments.
4. Certificate of Insurance must include the description of the apparatus including identification number, State license number and Cal OES unit number.

Physical Damage Insurance

The transfer agreements place certain responsibilities upon your organization for the safekeeping of the vehicle and equipment. The State will look to your organization for reimbursement for repair or replacement cost in the event the vehicle or equipment is damaged by misuse or negligence or by other causes, except normal wear and tear, acts of God and conditions over which your organization has no control.

Description of Apparatus

VEHICLE

VALUE

License Number: _____

VIN Number: _____

Engine Number: _____

EQUIPMENT

Hose and Appliance _____

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EXHIBIT "D"

Original text of letter addressed to the California Fire Service outlining the specifications to be considered for a Type III engine assignment:

As a result of the Governor's Blue Ribbon Commission of the 2003 Fire Siege, the Governor's Office of Emergency Services, Fire and Rescue Division has purchased forty Model 34 Type III fire engines.

Cal OES Fire and Rescue Division is notifying agencies that are interested in becoming a Cal OES assignee of the new Type III fire engines. These fire engines will be assigned in groups of five for strike team configuration response as needed within the Cal OES Regions. Agencies desiring to house and staff these apparatus must meet the following criteria in order for consideration of assignment. All of these items must be addressed in your apparatus request.

Training:

- Personnel responding with an Cal OES engine shall meet wildland fire and ICS training standards established in the California Incident Command Certification System (CICCS) or NWCG 310-1 (Current version) for the following positions;
 - 1 Engine Boss or Captain
 - 1 Engine Operator (Engineer)
 - 1 Type 1 or 2 Firefighter
- The department has or will adopt a 4X4 Driver Training Program

Cal OES Type III assignees will be expected to meet and accept the following of work assignments & staffing:

- Backfire, Burnout, Holding, and Mop-Up
- Progressive Hose Lays, Hose Lays supplemented with portable pumps
- Construct Hand lines
- Mobile Pumping
- Operate in Off-Road Environment
- Meet the expected 7-Day minimum assignment period in compliance with the California Fire Assistance Agreement.
- Must have Wildland Fire Mission and currently own Type III Fire Engines and meet FIREScope compliant 3-person staffing
- An in addition the ability to staff 4-person staffing for out of county dispatches
- The transfer agreement that assigns a State Cal OES Engine requires that a department staff the engine for immediate need with 3 fully trained personnel.
- The department should assess is it has the staffing capability to send the engine out (minimum 3 fire fighters) for 14 days (excluding travel time)



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

Regular Meeting
 Wednesday, March 21, 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: PWS Moser, SAC Nelle, PS Bullington, FC Pappas, AA Charvez and District Counsel Margaret Long. There were approximately 18 people in the audience.

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

PUBLIC COMMENTS: Comments received.

DISCUSSION / REPORTS: ACTION ITEMS:

- A. CPA Audit and Financial Statements for year ended June 30, 2017: presentation and acceptance of audit: CPA Larry Bain, gave an overview of the prepared audit and stated that GM Wilson is working on finalizing the Management's Discussion and Analysis to include required information. The Board discussed.

Motion by Dir. Mitchell second Dir. Thompson to accept CPA audit and financial statements for year ended June 30, 2017, as presented.

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

Noes: None

Absent: None

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

1. A. Approval of Minutes: Regular Meeting February 21, 2018
- B. Ratification of Disbursements: February 1 through February 28, 2018
- C. Budget Comparison: FY 2017/18 YTD

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

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

Noes: None

Absent: None

DEPARTMENT REPORTS

2. Fire Department Monthly Report: FC Pappas reported.
3. Police Department Monthly Report: PS Bullington reported.
4. Sewer Department Monthly Report: PWS Moser reported.
5. Water Department Monthly Report: PWS Moser reported.

COMMITTEE REPORTS:

6. APPROVED COMMITTEE MINUTES / REPORTS / VERBAL UPDATES, if applicable:

(Pres. Cupp may make committee appointments/changes as necessary.)

- A. Budget / Finance Committee: Dir. Mitchell reported.
- B. Fire Department Advisory Committee: Dir. Mitchell reported.
- C. Police Department Advisory Committee: Dir. Cupp reported.
- D. Policy Committee: Nothing to report.
- E. Sewer and Water Systems Oversight Committee: Dir. Thompson reported. The Board set a Special Meeting for March 28, 2018, 1:00 p.m. to discuss the Sustainable Groundwater Management Act – Shasta Valley Groundwater Basin.

DISCUSSION / REPORTS: ACTION ITEMS:

7. Consideration of amendments to FY 2017/18 Fire Department Operating Budget: SAC Nelle reported. The Board discussed. FC Pappas and SAC Nelle will work on a future amendment using the mileage reimbursement rate to expense fuel cost for Strike Team assignments.

Motion by Dir. Mitchell second Dir. Lewis to approved amendments to the FY 2017/18 Fire Department Operating Budget, as presented.

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

Noes: None

Absent: None

8. Report out regarding prior closed session(s): Counsel Long asked that this item be tabled for a future meeting in order to obtain additional information.

STAFF COMMENTS: None.

BOARD MEMBER COMMENTS: Comments received.

ADJOURNMENT: With no objections by the Board, Pres. Cupp adjourned the meeting at 2:56 p.m. to a Special Meeting on March 28, 2018, 1:00 p.m. The next LSCSD Regular Board Meeting is on Wednesday, April 18, 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
 Wednesday, March 28, 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 Wilson, PWS Moser, SAC Nelle and AA Charvez. There were approximately 14 people in the audience.

PLEDGE OF ALLEGIANCE: GM Wilson led the Pledge of Allegiance.

PUBLIC COMMENTS: Comments received.

DISCUSSION / ACTION ITEMS:

1. Presentation on Sustainable Groundwater Management Act – Shasta Valley Groundwater Basin Plan by Matt Parker, County of Siskiyou's Natural Resources Specialist: Supervisor Michael Kobseff and Matt Parker spoke. The Board asked questions and discussed.
 - A. Board consideration to take action to comment to the agency regarding inclusion of Lake Shastina in the Plan; the deadline for comments is March 30, 2018.

Motion by Dir. Thompson second Dir. MacIntosh to direct staff to send a letter in support of exploring moving the current boundary basin to include Lake Shastina, with the condition that Lake Shastina has a seat on the committee; submit by March 30, 2018.

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

2. Ratification of transfer from LAIF Reserves to CSD Operating Account: SAC Nelle reported.

Motion by Dir. Mitchell second Dir. Thompson to ratify transfer from LAIF Reserves to CSD Operating account per memo dated March 26, 2018

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

BOARD MEMBER COMMENTS: None

ADJOURN TO CLOSED SESSION: With no objections by the Board, Pres. Cupp adjourned to Closed Session at 2:16 p.m.

CLOSED SESSION: 2:17 p.m.

Also present: GM Wilson and District Counsel Long via teleconference.

- A. Conference with Legal Counsel – Existing Litigation (Gov. Code Section 54956.9) Moller v. LSCSD et. al. (District Counsel Margaret Long will attend via teleconference)

With no objections by the Board, Pres. Cupp adjourned Closed Session at 2:40 p.m.

RETURN TO OPEN SESSION: 2:42 p.m.

Also present: GM Wilson, PWS Moser, SAC Nelle, AA Charvez and District Counsel Long. There were approximately 6 people in the audience.

REPORT ON CLOSED SESSION: Counsel Long reported as follows:

The Board has met in closed session to discuss the case of *Moller v. Layne*, and what options and responsibilities the District has following the dismissal of the case by the Supreme Court. This item was agendaized as "potential litigation" on the agenda. The Board has requested that Counsel report out the results of closed session in greater detail because this is an issue of concern within the District.

After review by Counsel, the Board received a presentation regarding the statute of limitations, possible remaining claims, the uncertainty of the outcome and large cost of continuing litigation. The Board weighed out the pros and cons, and has decided not to pursue any additional litigation against DECO Industries, LLC related to the 2015 settlement agreement.

ADJOURNMENT: With no objections by the Board, Pres. Cupp adjourned the meeting at 2:44 p.m.

The next LSCSD Regular Board Meeting is on Wednesday, April 18, 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

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, 2018 for a total of: " \$ 541,732.10

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

Submitted for March 2018	\$ 541,732.10
--------------------------	---------------

Expenses - Regular Checks SVB Account	\$ 442,332.25
Expenses - Payroll & Liability Checks SVB Account	\$ 99,399.85
<u>Subtotal</u>	<u>\$ 541,732.10</u>
<u>Total CSD Expenses</u>	<u>\$ 541,732.10</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
3/2/2018	JE #70682	Bank Fees	18.40	18.40		18.40					
3/1/2018	22406	Payroll Checks (Live Checks)	2,071.85		2,071.85		2,071.85				
3/1/2018	503318	EDD EFT	1,487.89		1,487.89	476.15	573.27		306.23	39.86	92.38
3/1/2018	503319	EFTPS EFT	4,876.52		4,876.52	1,050.42	1,430.91		1,870.21	282.62	242.36
3/1/2018	503320	American Funds EFT	454.94		454.94				373.34	81.60	
3/1/2018	503321	CalPERS EFT	2,376.58		2,376.58	1,385.10	991.48				
3/1/2018	503322	CalPERS 457 EFT	979.83		979.83	555.00	233.62		135.79	55.42	
3/1/2018	503323	SVB EFT - Payroll Checks (Direct Deposits)	22,526.61		22,526.61	7,042.17	5,611.32		6,854.20	1,585.49	1,433.43
3/8/2018	676	Utility Telephone	552.08	552.08		331.24			165.62		55.22
3/8/2018	677	US Bank Equipment Finance	234.06	234.06					234.06		
3/8/2018	678	Verizon Wireless	359.90	359.90					268.40		91.50
3/8/2018	679	Williams Scotsman	293.50	293.50			146.75	146.75			
3/8/2018	22407	Basic Lab	279.00	279.00				279.00			
3/8/2018	22408	Cal Ore Telephone	87.54	87.54					43.77		43.77
3/8/2018	22409	Consolidated Electrical Dist.	312.70	312.70				312.70			
3/8/2018	22410	Debbie Nelle	160.88	160.88		160.88					
3/8/2018	22411	Don R. Erickson Oil, Inc.	2,673.56	2,673.56		495.67	600.06	600.06	763.83		213.94
3/8/2018	22412	Gemplers	295.87	295.87			147.94	147.93			
3/8/2018	22413	Heaton Steel & Supply Inc.	189.30	189.30				189.30			
3/8/2018	22414	LSCSD Utilities	127.42	127.42		53.79			28.57		45.06
3/8/2018	22415	N.C.G.T. Security Funds	17,213.00	17,213.00		6,055.00	4,363.00		3,531.00	1,632.00	1,632.00
3/8/2018	22416	Nor-Cal Rewinding	3,653.86	3,653.86				3,653.86			
3/8/2018	22417	Quill Corp	111.50	111.50		90.06					21.44
3/8/2018	22418	Rusty Owens	27.60	27.60					27.60		
3/8/2018	22419	Shasta Valley Chainsaw	145.88	145.88			72.94	72.94			
3/8/2018	22420	Siskiyou County Community Development	211.50	211.50			105.75	105.75			
3/8/2018	22421	Siskiyou Disposal	250.00	250.00		85.00	42.50	42.50	40.00		40.00
3/8/2018	22422	Solano's Inc.	259.22	259.22		21.38		90.51	147.33		
3/8/2018	22423	Weco Industries, LLC.	66.43	66.43			66.43				
3/8/2018	22424	Western Business Products	121.58	121.58		121.58					
3/8/2018	22425	Yreka Motors	95.00	95.00					95.00		
3/15/2018	22426	Payroll Checks (Live Checks)	1,548.66		1,548.66		1,548.66				
3/15/2018	22427	Union Dues	651.96		651.96	188.00	238.00		175.72	50.24	
3/15/2018	503338	EDD EFT	996.94		996.94	326.05	335.87		274.75	42.49	17.78
3/15/2018	503339	EFTPS EFT	4,136.71		4,136.71	1,028.47	929.11		1,701.89	295.46	181.78
3/15/2018	503340	American Funds EFT	471.96		471.96				381.29	90.67	
3/15/2018	503341	CalPERS EFT	2,097.51		2,097.51	1,106.03	991.48				
3/15/2018	503342	CalPERS 457 EFT	982.35		982.35	555.00	233.62		135.79	57.94	
3/15/2018	503343	SVB EFT - Payroll Checks (Direct Deposits)	19,920.39		19,920.39	6,797.25	4,107.24		6,278.65	1,657.92	1,079.33
3/15/2018	JE #70457	Transfer to LAIF Savings	191,000.00	191,000.00		11,000.00	90,000.00	40,000.00	50,000.00		
3/15/2018	JE #70458	Bank wire fee	30.00	30.00		30.00					
3/15/2018	JE #70683	Returned Item Fee	10.00	10.00		10.00					
3/22/2018	503345	EDD EFT	27.26		27.26					27.26	
3/22/2018	503346	EFTPS EFT	221.10		221.10					221.10	
3/22/2018	503347	CalPERS 457 EFT	43.35		43.35					43.35	
3/22/2018	503348	SVB EFT - Payroll Checks (Direct Deposits)	1,263.93		1,263.93					1,263.93	

Date	JE or Ck #	Payee	Total Expense	Regular Expenses	Payroll Expenses	10 General	15 Sewer	20 Water	25 Police	26 COPS Grant	30 Fire
3/22/2018	680	AT&T	61.77	61.77			30.88	30.89			
3/22/2018	681	First Ntl Bank-SP	508.88	508.88							508.88
3/22/2018	682	First Ntl Bank-MW	294.70	294.70					294.70		
3/22/2018	683	First Ntl Bank-RM	2,227.85	2,227.85		19.00	738.52	1,470.33			
3/22/2018	684	First Ntl Bank-DN	4,428.64	4,428.64		692.36	181.49	56.50	1,776.62		1,721.67
3/22/2018	685	Pacific Power	11,431.62	11,431.62		2,059.71	3,997.64	4,848.67	262.80		262.80
3/22/2018	686	Pitney Bowes	202.70	202.70		202.70					
3/22/2018	687	Utility Telephone	551.03	551.03		330.61			165.31		55.11
3/22/2018	22428	Alanna DeBon	94.20	94.20		94.20					
3/22/2018	22429	AT&T	198.72	198.72				198.72			
3/22/2018	22430	Basic Lab	128.00	128.00				128.00			
3/22/2018	22431	C & K Market	51.54	51.54							51.54
3/22/2018	22432	Capital Research & Management	196.64	196.64			16.38	16.38	163.88		
3/22/2018	22433	Carlos Nava	140.25	140.25							140.25
3/22/2018	22434	Dell Computer	7,830.83	7,830.83		5,601.88			2,228.95		
3/22/2018	22435	Ferguson Waterworks	288.84	288.84				288.84			
3/22/2018	22436	Griswold Industries	3,118.98	3,118.98				3,118.98			
3/22/2018	22437	Hue & Cry	38.00	38.00		38.00					
3/22/2018	22438	Jason Palette	555.90	555.90					555.90		
3/22/2018	22439	Leon St. Pierre Jr	187.50	187.50			187.50				
3/22/2018	22440	LSPOA	289.64	289.64			66.98	66.98			155.68
3/22/2018	22441	Mt.Shasta IT Services	1,696.25	1,696.25		1,236.25			460.00		
3/22/2018	22442	Municipal Emergency Services	1,255.90	1,255.90							1,255.90
3/22/2018	22443	Omnigo	3,000.00	3,000.00					3,000.00		
3/22/2018	22444	Prentice, Long & Epperson	752.50	752.50		752.50					
3/22/2018	22445	Quill	218.23	218.23		107.16			111.07		
3/22/2018	22446	Rodney Vill	319.79	319.79			159.90	159.89			
3/22/2018	22447	SHN Consulting Engineers	71,378.25	71,378.25			71,378.25				
3/22/2018	22448	Siskiyou C. Fire Chief Association	40.00	40.00							40.00
3/22/2018	22449	SWRCB Accounting Office	2,444.00	2,444.00				2,444.00			
3/23/2018	EFT #688	Pitney Bowes Postate	500.00	500.00		500.00					
3/26/2018	JE #70555	SVB Wire in fee	15.00	15.00		15.00					
3/26/2018	22450	Valley Pump & Motor Works Inc.	109,662.22	109,662.22			109,662.22				
3/29/2018	22451	Payroll Checks (Live Checks)	1,376.11		1,376.11		1,376.11				
3/29/2018	503363	EDD EFT	977.85		977.85	277.81	316.82		293.24	69.03	20.95
3/29/2018	503364	EFTPS EFT	4,463.10		4,463.10	1,053.50	935.30		1,870.09	402.25	201.96
3/29/2018	503365	American Funds EFT	537.41		537.41				444.03	93.38	
3/29/2018	503366	CalPERS EFT	2,320.71		2,320.71	1,329.23	991.48				
3/29/2018	503367	CalPERS 457 EFT	1,099.08		1,099.08	655.00	233.62		135.79	74.67	
3/29/2018	503368	SVB EFT - Payroll Checks (Direct Deposits)	21,489.25		21,489.25	6,699.95	4,378.99		7,078.80	2,133.44	1,198.07
3/30/2018	22438	Void ck to Jason Palette - declined payment	(555.90)	(555.90)					(555.90)		
			541,732.10	442,332.25	99,399.85	60,647.50	309,493.88	58,469.48	92,118.32	10,200.12	10,802.80

1.C. Budget Comparison / Variance Report: 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.

Lake Shastina Community Services District Quarterly

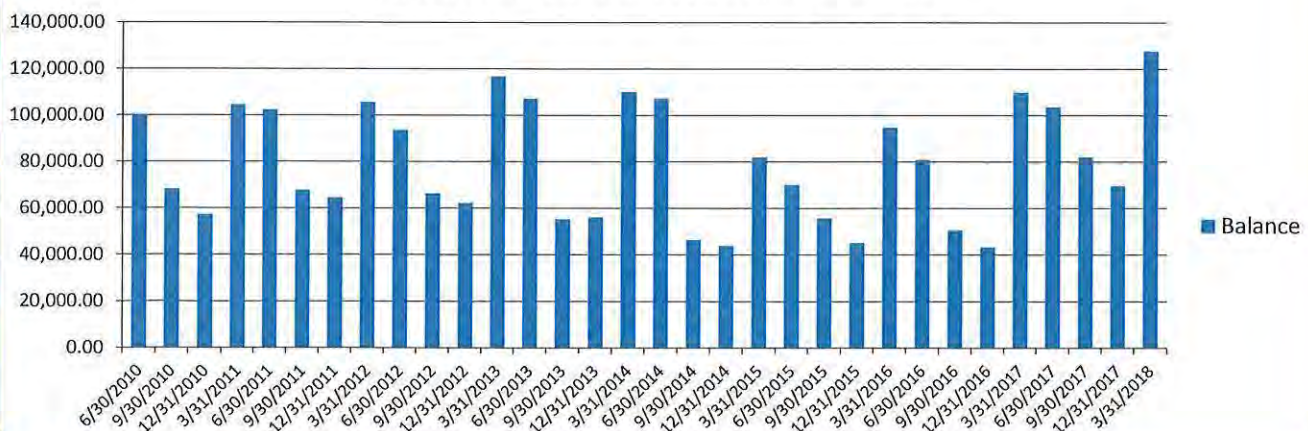
Accounts Receivable Analysis 2017/2018 YTD
June 30, 2010 to March 31, 2018

Date	<30 Days	30-60 Days	60-90 Days	>90 Days	Balance	Balance of Tax Rolls Receivable	Total Tax Rolls & A/R
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		
6/30/2017	2,705.90	206.46	59.94	100,580.03	103,552.33		
9/30/2017	9,927.46	731.59	335.68	71,124.61	82,119.34	343,676.42	425,795.76
12/31/2017	245.76	2,007.73	240.05	67,129.23	69,622.77		
3/31/2018	665.99	9,083.79	65,631.73	52,348.93	127,730.44		

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 16.22% since the same period last year 3/31/17.
(This does not include past due assessments sent to tax rolls)

Lake Shastina Community Services District Accounts Receivable Analysis



From: Margaret Long <Margaret@plelawfirm.com>
Sent: Wednesday, March 28, 2018 2:42 PM
To: Michael Wilson
Subject: Closed Session Report Out.

The Board has met in closed session to discuss the case of *Moller v. Layne*, and what options and responsibilities the District has following the dismissal of the case by the Supreme Court. This item was agendized as "potential litigation" on the agenda. The Board has requested that Counsel report out the results of closed session in greater detail because this is an issue of concern within the district.

After review by Counsel, the Board received a presentation regarding the statute of limitations, possible remaining claims, the uncertainty of the outcome and large cost of continuing litigation. The Board weighed out the pros and cons, and has made decided not to pursue the any additional litigation against DECO Industries, LLC related to the 2015 settlement agreement.

Margaret Long, Partner



2240 Court Street
Redding, CA 96001
(530) 691-0800
(530) 691-0700 (fax)
margaret@plelawfirm.com

1.F. Approval of transfer from LAIF Reserves to CSD Operating Account

There was no document available for packet delivery.

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



Lake Shastina Fire Department

16309 Everhart Drive
Weed CA 96094

For the month of March LSFD responded to a total of 32 calls. This included

- 19 Medical Aids
- 4 Wildland Fires
- 2 Vehicle Fires
- 1 Traffic Collision
- 6 Public Assists

Automatic Aid monthly stats:

4 Medical Aids were responded to in the Mayten / Shasta Vista area by LSFD personnel
7 Medical Aids in the district had a response from Cal Fire assisting LSFD
All fires / Traffic Collisions / Vehicle Fires had a response from both LSFD and Cal Fire
Maytens Water Tender spent approximately 3 hours on the Ordway incident

On March 12th LSFD was dispatched to a vegetation fire near Ordway Rd. Engine 3112, Engine 3111 and 3100 along with 9 LSFD volunteers filled the engines and helped suppress the 2+ acre brush fire. While at scene LSFD was also dispatched to a Medical Aid on Grizzly Ct for a patient who was not breathing. Some LSFD personnel re-routed to the medical aid in Rescue 3140 and found a 60 year old female who was unconscious. After a quick examination by one of LSFD's EMT's the patient was determined to be deceased.

For the month of April LSFD will begin our annual wildland refresher training. These classes are mandatory for all strike team personnel. We will also focus on our skills for wildland fire fighting in preparation for the upcoming fire season.

**LAKE SHASTINA COMMUNITY SERVICES DISTRICT**

TO: LSCSD BOARD OF DIRECTORS
MEETING DATE: April 18, 2018
FROM: Mike Wilson, Police Chief / General Manager
SUBJECT: Police Monthly Board Report

POLICE ACTIVITY:**CRIMINAL CALLS:**

VANDALISM - 1	TRESSPASSING - 1	BATTERY - 1
EXTORTION - 1	THEFT - 1	CHILD ABUSE - 1
INVASION PRIVACY - 1	SUSPICIOUS CIRC - 1	SUSPICIOUS PERSON - 2
PHONE SCAM - 3	BURGLAR ALARM - 2	LITTERING - 1
SCAR REPORT - 1	DOG TEATHERING - 1	DUI / DRUG ARREST - 1

ASSIST OTHER AGENCIES:

SCSO - 1 CHP - 1 APS - 1 WEED PD- 2 PUBLIC WORKS- 1

NON-CRIMIAL CALLS:

CORONER CASE - 1	ASSIST CITIZEN - 1	FOUND PROPERTY - 2
PATROL CHECK - 2	MEDICAL AID - 3	FIREWORKS - 1
PUBLIC ASST - 1	WILDLAND FIRE - 1	INSTALL ADDRESS SIGN - 1
FIELD INTERVIEW - 1	SUBPOENA SERVICE - 1	

TRAFFIC RELATED:

TRAFFIC WARNINGS - 4	TRAFFIC CITATIONS - 7	VEH TOW - 1
TRAFFIC COMPLAINT - 1	PARKING CITATIONS - 1	PARKING PROB - 1
ROAD HAZARD - 1		

ANIMAL RELATED:

DOGS AT LARGE - 6	LOST DOG - 1	DOG WELFARE - 1
DEAD ANIMAL - 1	WILDLIFE PROBLEM - 1	BARKING DOG - 3
FOUND DOG - 3	DAL CITE - 1	

Officer Pam Robison attended the Siskiyou County Animal Agency Meeting in Yreka. At the meetings agencies that deal with animal related issues network and provide solutions to the problems small agencies like ours commonly deal with.

NOTABLE EVENTS:

March 6th through March 8th, Officer Morgan Barr attended Mass Violence Crisis Response Training along with Lt. Tharsing from the Siskiyou County Sheriff's Office and Coleen Chiles of the Siskiyou

County Victim Witness. The training provides agencies with Mutual Aid Coordination in response to incidents like mass shootings, etc.

On March 12th at 4:46 p.m. the Lake Shastina Police and Fire Departments responded to a vegetation fire North of the District off of Ordway Road. The wind driven fire was pushing toward the District and causing concerns the fire may move into the residential area. A decision was made to make initial notification for potential evacuations. During the evacuation notification period, Volunteer CERT Coordinator Cher Jewett utilized Nextdoor to broadcast information to assist the Police Department in the notification to residents. In addition, the Sheriff's Department Dispatch Center attempted to utilize CodeRed to make notification. While the system did dial 88 numbers, the consensus was there appeared to be a failure in the system in notifying some of our residents. The Police and Sheriff's Department are working together to identify the possible failure and ensure future correction. In addition, the Police Department is exploring the possibility of a standalone notification system within the District.

On March 17th, Officer Morgan Barr arrested 38 year old James Earl Williams of Lake Shastina in the area of Hogan Drive and Yancy Court for Driving Under the Influence, Possession of Narcotics and Possession of Narcotics For Sale. Williams was booked into the Siskiyou County Jail.

Lake Shastina Sewer Department

To: Lake Shastina CSD Board
From: Robert Moser, Public Works Supervisor
Meeting Date: April 18, 2018
Subject: Board Report – March 2018 (Sewer)

The Lake Shastina Public Works Department (PW) conducted approximately 256 station checks and daily sewer pond readings and reporting for the month.

We had a failure with a “Y” fitting at B-114 that was put in about 3 months ago. We removed it and re-plumbed the pipe and it has been fine since.

Sewer line backup in the 8’s off of Sherwood Rd., We had to excavate the service to fix the problem. At some point the line had become detached from the main line allowing roots to grow into the pipe and block the flow.

I spoke with SHN this week as to where we are on the Sewer Grant. Judging from the conversation, they are about 75% to 90% done overall with the project. The 2 things that are behind are the MHI study and the Sewer Rate study. The Sewer Rate study is behind due to some information that was needed from us that they just obtained. MHI study has a contract signed with a firm; we are waiting on the SWRCB to provide a formal approval letter.

I have heard back from our regulator on the Wastewater plant and our permit. He is almost done working on it and I should have a Draft copy sometime this week. But from the preliminary conversation it is all great news for the District.

Lake Shastina Water Department

To: Lake Shastina CSD Board
From: Robert Moser, Public Works Supervisor
Meeting Date: April 18, 2018
Subject: Board Report – March 2018 (Water)

The Lake Shastina Public Works Department (PW) conducted approximately 94 booster station checks and 62 well checks for the month.

Conducted Meter Reads for the entire District

Water outage on Juniper Peak. Emergency on-call was dispatched and upon arrival he discovered that the electrical breaker had tripped causing the system to be shut down. He returned to service and it has been fine since.

100% water connection on Jackrabbit Rd.

Testing for new hires and conducted interviews last week.

We received the new extended wires for the SCADA system. We can start work again on the project now that we have them.



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

MINUTES

Budget/Finance Committee Meeting
Wednesday, February 7, 2018 – 3:00 p.m.
Administration Building

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

CALL TO ORDER: 3:00 p.m.

Budget Committee Roll Call:

Director MacIntosh ✓ Director Mitchell ✓
Ex-Officio Member GM Wilson ✓ Staff: SAC Nelle ✓ AP/PC DeBon ✓

There were three people in the audience.

PLEDGE OF ALLEGIANCE: Carried out.

PUBLIC COMMENTS: Comments received.

COMMITTEE MEMBER COMMENTS: Dir. Mitchell asked Dir. MacIntosh to give a Budget Committee report at the February 21, 2018 CSD Regular Meeting.

BUSINESS ITEM:

1. Approval of Minutes: February 2, 2018: Approved.
2. Review of amendments to FY 2017/18 Budget: Reviewed.
3. Set next committee meeting date and time: March 28, 2018, 10:00 a.m. to begin review of draft FY 2018/19 Budget.

ADJOURN: 3:45 p.m.



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

MINUTES

Police Advisory Standing Committee Meeting

Thursday, January 11, 2018 – 3:00 p.m.

Administration Building

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

Call to Order: 3:00 p.m.

Committee members present:

Dir. Carol Cupp, Police Chief Mike Wilson, Dwayne Chandler, Karla Chandler, Lorene Miller,

Public present in the audience: Stan Beck

Pledge of Allegiance: Yes

Public Comments: Stan Beck provided some historic details

Approval of June 2017 Minutes: The minutes of meeting dated June 27, 2017 were approved.

1. Update from Chief Wilson regarding new personnel and related department issues.

a. Former Officer Pam Robison will be returning to the department at a 30-hour per week officer position.

b. A sergeant position is pending. Mike Wilson explained that he was never consulted as the police chief when a sergeant Job Description was created by a former general manager and board of directors. Upon review, Chief Wilson determined that the Job Description is inadequate for the position, and it is being revised to properly and legally set forth the minimum requirements for a police sergeant position. The revised Job Description will be a scheduled item on the Community Services District meeting agenda for discussion and voting. Additionally, Chief Wilson prepared an "ideal candidate" document to assist in the candidate assessment process. The sergeant position will be posted with the LSPD. No out-of district recruitment will take place, as all budgeted positions are filled. Two LSPD employees currently possess the minimum qualifications for sergeant. Advancement of an existing officer to sergeant would improve the current span of control.

c. The current department salary schedule was discussed in connection with the budget.

d. Alternative retirement plans are being reviewed, with details to be discussed at a future meeting.

e. A plan to advise Lake Shastina residents, possibly via social media and the local newspaper, of the one-year anniversary of Measure B funding for the police department was discussed. Enhanced staffing and additional services being provided by the department will be some elements of the notification. A discussion took place about ways to provide the monthly police department report to residents.

2. Animal Control Issues.

a. The revised animal control ordinance is still pending.

b. It is anticipated that Officer Robison will conduct follow-ups and other animal-control functions. She may be tasked with assembling a group to review details of a suitable temperature-controlled structure for holding dogs.

c. Currently, when the owner of a loose/unclaimed dog is unable to be located and there is no resident willing or able to "overnight-foster" the dog, it is transported to the Humane Society in Mt. Shasta for care.

d. Discussion took place that Officer Robison might publish, via social media, seasonal information to help residents understand wild animal behavior, such as deer rutting and pet protection from predators.

3. Marijuana. Subject tabled awaiting upcoming information.

4. Discuss Budget Flow and Current Expenses.

a. The budget flow discussion was tabled awaiting updated financial data.

b. With the addition of additional personnel, another used police vehicle may be purchased, which is within the budget.

c. District-wide computer upgrades are being performed and will be an administrative expenses to all the District departments.


5. Discuss Future Meeting Date. The next meeting is scheduled for April 12, 2018 at 3 pm.

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.



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

TO: LSCSD BOARD OF DIRECTORS
MEETING DATE: April 18, 2018
FROM: Sylvia Charvez, Administrative Assistant 
SUBJECT: Resolution calling an Election for LSCSD Board Members

Attached is a draft Resolution calling the CSD Board Member Election for November 6, 2018. Upon Board approval of the resolution, it will be submitted to the County Clerk's Office; the deadline for submittal is July 5, 2018.

The Board needs to determine the following regarding Section 2.C of the Resolution:

- 1) The length of the Candidate Statement shall not exceed *(insert either 200 or 400)* words.
- 2) The cost of the Candidate Statement shall be paid by *(insert either Candidate or District)*.

The candidate filing period is July 16 – August 10 and all candidate paperwork will be available in the County Clerk's Office. Incumbents who are seeking re-election and other candidates must file the required paperwork during the timeframe referred to above.

RECOMMENDATION:

For the Board to approve Resolution 3-18 to:

- a. call the CSD Board Member Election for November 6, 2018,
- b. determine length of Candidates Statement to not exceed *(choose either 200 or 400)* words,
- c. determine cost of the Candidate Statement to be paid by *(choose either Candidate or District)*, and
- d. request the Board of Supervisors to consolidate this election with any other election conducted on said date and request the election services by the County Clerk.

Attachments: Draft Resolution
Election Deadlines
List of Local Offices to be Elected



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

DRAFT

NOTICE OF GOVERNING BOARD MEMBER ELECTION

RESOLUTION 3-18

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LAKE SHASTINA COMMUNITY SERVICES DISTRICT DECLARING AN ELECTION BE HELD IN ITS JURISDICTION; REQUESTING THE BOARD OF SUPERVISORS TO CONSOLIDATE THIS ELECTION WITH ANY OTHER ELECTION CONDUCTED ON SAID DATE; AND REQUESTING ELECTION SERVICES BY THE COUNTY CLERK.

Section 1:

WHEREAS, the following persons hold an elected position in the Lake Shastina Community Services District, with the following expiration of term dates:

Name of Incumbent Office Holder	Date that Current Term Ends
Carol Cupp	December 4, 2020
John Lewis	December 7, 2018
Norman MacIntosh	December 4, 2020 (short-term: December 7, 2018)
Paula Mitchell	December 7, 2018
Richard Thompson	December 7, 2018

Section 2:

WHEREAS, this District Governing Body orders an election to be held in its jurisdiction on November 6, 2018; at which election the issue to be presented to the voters shall be:

NOMINATION OF CANDIDATES FOR THE GOVERNING BODY

- A. Said election shall be to fill a vacancy for the following Board Members who resigned and/or whose term(s) expired:

Incumbent's Name	Regular/Short Term
John Lewis	Regular Term
Norman MacIntosh	Short Term
Paula Mitchell	Regular Term
Richard Thompson	Regular Term

- B. Said Directors for this District are elected At Large (there are no divisions in the District; all voters within the District vote for all candidates).
- C. Said District has determined the following election particulars:
- The length of the Candidate Statement shall not exceed *(insert either 200 or 400)* words.
 - The cost of the Candidate Statement shall be paid by *(insert either Candidate or District)*.



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

- D. Said District has determined the following election particulars:
- In the case of a tie vote, the election shall be determined by runoff election.
 - The County Clerk is requested to provide election services; all applicable costs paid for by the District.
- E. The District hereby certifies that there have been no District boundary changes since our last election.

Section 3:

BE IT RESOLVED that the Board of Supervisors of the County of Siskiyou is hereby requested to:

1. Consolidate the election with any other applicable election conducted on the same day; and/or conduct the election by mail ballot only if allowable under state law.
2. Authorize and direct the County Clerk, at the District's expense, to provide all necessary election services.

This Resolution shall be considered a Notice of Election and Specification of Election Order if applicable.

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 April, 2018, by the following vote:

AYES:
NOES:
ABSENT:

ATTEST:

Carol Cupp, President

(Seal)

Mike Wilson, Secretary

FOR CLERK'S OFFICE USE ONLY

Reviewed by: _____

Date: _____

Election Deadlines

November 6, 2018 General Election

Prepared by: Colleen Setzer, Siskiyou County Clerk

Note: "E-" refers to the number of days before the election.

Date	Activity
2018	
July 4 E-125	Deadline for jurisdictions to submit to the Clerk's Office and Board of Supervisors resolutions listing offices up for election and requesting consolidation. DEADLINE MOVES TO JULY 5 TH AS E-125 FALLS ON HOLIDAY.
Jul 16 – Aug 10 E-113 to E-88	Candidate filing period
Jul 16 E-113	Last Day for Local Measures to qualify for the ballot.
Aug 16 E-82	The Secretary of State's Office conducts a random alpha draw to determine the order in which candidate names for each contest will be printed on the ballot. The County Clerk's Office conducts a random alpha draw for Siskiyou County ballots for State Senate and Assembly contests.
Sep 10 – Oct 23 E-57 to E-14	Write-In Candidates filing period.
Sep 7 E-60	First day to mail vote-by-mail ballots to military/overseas voters.
Sep 27 – Oct 16 E-40 to E-21	County Sample Ballot/Voter Information Guides mailed.
Oct 8 – Oct 30 E-29 to E-7	Vote-by-mail ballots can be requested and mailed during this time period.
Week of Oct 8	Vote-by-mail ballots begin mailing.
Oct 22 E-15	Last day to register to vote for the election.
Oct 31 – Nov 6 E-6 to E-0	Vote-by-Mail ballots available in the County Clerk's Office only.
Oct 30 – Nov 5 E-7 to E-1	Processing of returned vote-by-mail ballots received prior to Election Day.
Nov 6 E-0	Election Day. Polls are open from 7 a.m. - 8 p.m.
Nov 8 E+2	Official Canvass begins.
Dec 5 E+30	Last day to certify local election results.

SISKIYOU COUNTY
LIST OF LOCAL OFFICES TO BE ELECTED/updated 2/27/18
NOVEMBER 6, 2018 GENERAL ELECTION

Seiad Elementary	Governing Board Member Full-Term – 1 position	4 years	12/7/18 – 12/2/22	James Allen
Weed Union Elementary	Governing Board Member Full-Term – 2 positions	4 years	12/7/18 – 12/2/22	Michael Carpine Debbie Moser
Willow Creek Elementary	Governing Board Member Full-Term – 1 position	4 years	12/7/18 – 12/2/22	Mark York
Yreka Union Elementary	Governing Board Member Full-Term – 2 positions	4 years	12/7/18 – 12/2/22	Steven Burton Cherie Jones
Butte Valley Unified	Governing Board Member, Area 1 Full-Term – 1 position	4 years	12/7/18 – 12/2/22	Shannon Struble
Butte Valley Unified	Governing Board Member, Area 2 Full-Term – 1 position	4 years	12/7/18 – 12/2/22	Chet Porterfield
Scott Valley Unified	Trustee, Area 1 Full-Term – 1 position	4 years	12/7/18 – 12/2/22	Conrad Croy
Scott Valley Unified	Trustee, Area 2 Full-Term – 1 position	4 years	12/7/18 – 12/2/22	Jennifer Thackeray
Scott Valley Unified	Trustee, At Large Full-Term – 1 position	4 years	12/7/18 – 12/2/22	Charnna Gilmore
Tulelake Basin Joint Unified	Governing Board Member Area 2 Full-Term – 1 position	4 years	12/7/18 – 12/2/22	Venancio Hernandez
Tulelake Basin Joint Unified	Governing Board Member Area 3 Full-Term – 1 position	4 years	12/7/18 – 12/2/22	Roy Wright
Dunsmuir Joint Union High NOTE: This district shared with Shasta County	Governing Board Member Full-Term – 3 positions	4 years	12/7/18 – 12/2/22	Christopher Langston Robert Saltzgaver William Townsend
Siskiyou Union High	Governing Board Member Area 2 Full-Term – 2 positions	4 years	12/7/18 – 12/2/22	John Hines Lori Harch
Siskiyou Union High	Governing Board Member Area 3 Full-Term – 1 position	4 years	12/7/18 – 12/2/22	Vacant
Siskiyou Union High	Governing Board Member Area 4 Full-Term – 1 position	4 years	12/7/18 – 12/2/22	Margaret Debortoli
Yreka Union High	Governing Board Member Area 4 Full-Term – 2 positions	4 years	12/7/18 – 12/2/22	Allison Giannini Donald Hill
Yreka Union High	Governing Board Member Area 3 Full-Term – 1 position	4 years	12/7/18 – 12/2/22	Barry Peters
Yreka Union High	Governing Board Member Area 2 Short-Term – 1 position	2 years	Ending 12/4/20	Amanda McFall
Siskiyou Joint Community College Note: This district shared with Shasta County	Trustee, Area 1 Full-Term – 1 position	4 years	12/7/18 – 12/2/22	Penny Heilman

SISKIYOU COUNTY
LIST OF LOCAL OFFICES TO BE ELECTED/updated 2/27/18
NOVEMBER 6, 2018 GENERAL ELECTION

Jurisdiction	Office	Length of Term	Term Dates	Incumbent
Big Springs Elementary	Governing Board Member Full-Term - 3 positions	4 years	12/7/18 – 12/2/22	Kristi Apodaca Steven Bryan Kertis Solus
Bogus Elementary	Governing Board Member Full-Term – 1 position	4 years	12/7/18 – 12/2/22	Julie Kimball
Bogus Elementary	Governing Board Member Short-Term – 1 position	2 years	Ending 12/4/20	Gary Haubrich
Butteville Elementary	Governing Board Member Full-Term – 3 positions	4 years	12/7/18 – 12/2/22	Douglas Haugen Marlee Owen David Tafoya
Delphic Elementary	Governing Board Member Full-Term – 1 position	4 years	12/7/18 – 12/2/22	Candace Mott
Dunsmuir Elementary	Governing Board Member Full-Term – 2 positions	4 years	12/7/18 – 12/2/22	Lori Padilla Vacant
Dunsmuir Elementary	Governing Board Member Short-Term – 1 position	2 years	Ending 12/4/20	Vacant
Forks of Salmon	Governing Board Member Full-Term – 2 positions	4 years	12/7/18 – 12/2/22	Will Harling Christopher McCullough
Gazelle Elementary	Governing Board Member Full-Term – 3 positions	4 years	12/7/18 – 12/2/22	Shawn Gordon Diane Welty Vacant
Gazelle Elementary	Governing Board Member Short Term – 1 position	2 years	Ending 12/4/20	Vacant
Grenada Elementary	Governing Board Member Full-Term – 2 positions	4 years	12/7/18 – 12/2/22	Kevin Gardner Frank Ward
Happy Camp Elementary	Governing Board Member Full-Term – 2 positions	4 years	12/7/18 – 12/2/22	Judy Hahn Vacant
Hornbrook Elementary	Governing Board Member Full-Term – 2 position	4 years	12/7/18 – 12/2/22	Donna Ratliff Clay Sloan
Junction Elementary	Governing Board Member Full-Term – 1 position	4 years	12/7/18 – 12/2/22	Mitzi Wickman
Klamath River Elementary	Governing Board Member Full-Term – 3 positions	4 years	12/7/18 – 12/2/22	Ann Coollidge Denver Johnston Daniel Trabucco
Klamath River Elementary	Governing Board Member Short-Term – 1 position	2 years	Ending 12/4/20	Terry Glenn
Little Shasta Elementary	Governing Board Member Full-Term – 1 position	4 years	12/7/18 – 12/2/22	Heidi Martin
McCloud Elementary	Governing Board Member Full-Term – 2 positions	4 years	12/7/18 – 12/2/22	Charles Ott Sybil Stewart
McCloud Elementary	Governing Board Member Short-Term – 1 position	2 years	Ending 12/4/20	Ann Mero
Montague Elementary	Governing Board Member Full-Term – 2 positions	4 years	12/7/18 – 12/2/22	Heidi Pryor Vacant
Mt Shasta Elementary	Governing Board Member Full-Term – 3 positions	4 years	12/7/18 – 12/2/22	Leslie Cole John Duncan Christopher Marrone

SISKIYOU COUNTY
LIST OF LOCAL OFFICES TO BE ELECTED/updated 2/27/18
NOVEMBER 6, 2018 GENERAL ELECTION

Siskiyou Joint Community College Note: This district shared with Shasta County	Trustee, Area 2 Full-Term – 1 position	4 years	12/7/18 – 12/2/22	Jim Hardy
Siskiyou Joint Community College Note: This district shared with Shasta County	Trustee, Area 3 Full-Term – 1 position	4 years	12/7/18 – 12/2/22	Carol Cupp
Siskiyou Joint Community College Note: This district shared with Shasta County	Trustee, Area 7 Full Term – 1 position	4 years	12/7/18 – 12/2/22	Alan Dyar
Siskiyou County Board of Education	Governing Board Member Area 2 Full-Term – 1 position Elected by Area	4 years	12/7/18 – 12/2/22	William Enos
Siskiyou County Board of Education	Governing Board Member Area 4 Full-Term – 1 position Elected by Area	4 years	12/7/18 – 12/2/22	Michelle O’Gorman
Siskiyou County Board of Education	Governing Board Member Area 7 Full-Term – 1 position Elected by Area	4 years	12/7/18 – 12/2/22	Sherry Crawford
City of Dorris	Council Member Full-Term – 2 positions	4 years	Nov 2018 – Nov 2022	Lawrence Anderson Robert Baldwin
City of Dunsmuir	Council Member Full-Term – 3 positions	4 years	Nov 2018 – Nov 2022	Bryce Craig Mari Shanta Joshua Spurlock
City of Etna	Council Member Full-Term – 3 positions	4 years	Nov 2018 – Nov 2022	Kyle Peterson Erik Ryberg Mitch Trost
City of Etna	City Treasurer Full-Term – 1 position	4 years	Nov 2018 – Nov 2022	Susan Marshall
City of Montague	Council Member Full-Term – 2 positions	4 years	Nov 2018 – Nov 2022	Tiffanie Lorenzini Teresa Newton
City of Mt Shasta	Council Member Full-Term – 2 positions	4 years	Nov 2018 – Nov 2022	Kathy Morter Tim Stearns
City of Tulelake	Council Member Full-Term – 3 positions	4 years	Nov 2018 – Nov 2022	Henry Ebinger Richard Marcillac Kevin Nicholson
City of Tulelake	City Clerk Full-Term – 1 position	4 years	Nov 2018 – Nov 2022	Ivalaine Rogers
City of Tulelake	City Treasurer Full-Term – 1 position	4 years	Nov 2018 – Nov 2022	Carla Perez
City of Weed	Council Member Full-Term – 3 positions	4 years	Nov 2018 – Nov 2022	Stacey Green Kimberly Greene Kenneth Palfini
City of Yreka	Council Member Full-Term – 3 positions	4 years	Nov 2018 – Nov 2022	Deborah Baird Robert Bicego Joan Smith-Freeman
Town of Ft Jones	Council Member Full-Term – 3 positions	4 years	Nov 2018 – Nov 2022	Michelle Decausmaker Tommy McCulley Ann Smith

SISKIYOU COUNTY
LIST OF LOCAL OFFICES TO BE ELECTED/updated 2/27/18
NOVEMBER 6, 2018 GENERAL ELECTION

Town of Ft Jones	Treasurer, Short Term	2 years	Through – Nov 2020	Vacant
Happy Camp Community Services District	Director Full-Term – 2 positions	4 years	12/7/18 – 12/2/22	Alan Dyar James Gould
Lake Shastina Community Services District	Director Full-Term – 3 positions	4 years	12/7/18 – 12/2/22	John Lewis Paula Mitchell Richard Thompson
Lake Shastina Community Services District	Director Short-Term – 1 position	2 years	Ending 12/4/20	Norman Macintosh
McCloud Community Services District	Director Full-Term – 3 positions	4 years	12/7/18 – 12/2/22	Terry Hitchcock Catherine Young Raymond Zanni
Mt Shasta Fire Protection District	Director Full-Term 3 positions	4 years	12/7/18 – 12/2/22	James Beem Richard Kliewer Vacant
Tennant Community Services District	Director Full-Term – 2 positions	4 years	12/7/18 – 12/2/22	Russell Beck Steven Foxworthy
Tennant Community Services District	Director Short-Term – 1 position	2 years	Ending 12/4/20	Cynthia Fernandez
Weed Recreation and Parks District	Director Full-Term – 3 positions	4 years	12/7/18 – 12/2/22	Anthony Aquila Mark Mazzoni Susan Tavalero
Tulelake Irrigation District (Landowner District) Note: This district shared with Modoc County	Director Division 2 Full-Term – 1 position	4 years	12/7/18 – 12/2/22	James Havlina
Tulelake Multicounty Fire District	Director Full-Term – 2 positions	4 years	12/7/18 – 12/2/22	Nick Macy Richard Takacs



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

TO: LSCSD BOARD OF DIRECTORS

MEETING DATE: April 18, 2018

FROM: Mike Wilson, General Manager 

SUBJECT: CONSIDERATION OF ESTABLISHING A HAZARDOUS
VEGETATION ABATEMENT ORDINANCE.

BACKGROUND:

Fire history and statistics indicate the Lake Shastina Community is impacted by strong south/southwesterly winds. This, coupled with the rugged terrain that is dominated by heavy fire fuels, puts the area at high risk for devastation by fast moving wildfires. Additionally, this geography poses greater difficulty and danger for firefighters. Vegetation is overgrown and decadent in places. Overgrown brush along a major highway (Highway 97), County roads, and private roads located in a windy area north of Weed, CA, is directly threatening this 4th largest community with some of the highest property values in the County.

As stated above, the predominant wind direction is from the south/southwest and the area is on the edge of a high-wind corridor referred to as a rain shadow high desert. This area is considered to be a Wildland Urban Interface (WUI), and predominantly consists of Very High Fire Hazard Severity Zones as judged by CAL FIRE's Fire Resource and Assessment Program maps.

Improved properties within the District are inspected by CAL FIRE and the Lake Shastina Fire Department to ensure defensible space exists. Public Resources Code 4291 provides for enforcement measures on those improved properties; however, these are no mechanisms in place to protect the improved properties from overgrown brush on surrounding unimproved properties. In some cases, structures on improved lots are within a few feet of overgrown unimproved lots.

FINDINGS:

The Lake Shastina Community Services District along with the Greater Lake Shastina Fire Safe Council believes it is necessary to have an enforceable ordinance in place to address the abatement of hazardous vegetation. Attached for your review is a Hazardous Vegetation Abatement Ordinance which has been created by staff and reviewed by District counsel.

The Ordinance requires a first and second reading to enact.

RECOMMENDATION:

Provide a first reading by title only as an introduction of the Hazardous Vegetation Abatement Ordinance and schedule a second reading, by title only, and adoption of this Ordinance at the May 16, 2018 Lake Shastina Regular Board of Directors Meeting.

ADDITIONAL:

Verbal comments from Greater Lake Shastina Fire Safe Council members.

ATTACHMENT:

Draft Ordinance.



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

DRAFT ORDINANCE NO. 1-18

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE LAKE SHASTINA COMMUNITY SERVICE DISTRICT ESTABLISHING A HAZARDOUS VEGETATION ABATEMENT ORDINANCE.

WHEREAS, the Lake Shastina Community Services District has been classified as being a *Very High or High Fire Hazard Severity Zone* (Cal Fire, 2007); and

WHEREAS, the Board of Directors seeks to protect its citizens from the devastating effects of fire in the communities; and

WHEREAS, the purpose of this Ordinance is to establish the minimum requirements consistent with California State and nationally recognized good practices to safeguard the public health, safety and general welfare from the hazards of fire and to provide safety and assistance to fire fighters.

NOW, THEREFORE BE IT ORDAINED that the Board of Directors adopts the following Ordinance, known as the Lake Shastina Community Services District Hazardous Vegetation Abatement Ordinance, and attached hereto as Exhibit A.

It is hereby certified that the forgoing Ordinance No. 1-18 was duly introduced at a regular meeting of the Lake Shastina Community Services District on 18th of April, 2018 and adopted at a regular meeting of the Lake Shastina Community Services District on 16th of May, 2018

ROLL CALL VOTE

AYES: Directors

NOES:

ABSENT:

Lake Shastina Community Services District by:

Carol Cupp, President

ATTEST

Michael Wilson, District Secretary

Exhibit A

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Article 1. Title and Scope

Sec. 1.01. Title

This Ordinance shall be known as the “Lake Shastina Community Services District Hazardous Vegetation Abatement Ordinance.”

Sec. 1.02. Application and Scope

The provisions of this Ordinance shall apply to the unincorporated area of Siskiyou County known as Lake Shastina Community Services District (LSCSD or District), to any property owner, property manager or business property within the District.

Sec. 1.03. Purpose

The LSCSD is an area of high winds, low humidity and is designated in the Wildland Urban Interface (WUI). The LSCSD has been classified as being a *Very High or High Fire Hazard Severity Zone* (Cal Fire, 2007). Lake Shastina has over 1,200 homes and over 2,600 vacant parcels in four different home and property owner associations. The District includes The Lake Shastina Golf Resort and Course, which comprises the resort buildings, the golf course and areas of raw land. In addition, there are numerous private properties, varying in acreage, both developed and undeveloped. Eight different major wildland fires have threatened Lake Shastina in the last thirteen years, including the Hoy, Hotlum and Boles Fires. The purpose of this code is to establish the minimum requirements consistent with California State and nationally recognized good practices to safeguard the public health, safety and general welfare from the hazards of fire and to provide safety and assistance to firefighters.

Article 2: Definitions

Sec. 2.01. Defensible Space

Defensible Space is a natural and/or landscaped area, around a structure, that has been maintained and designed to reduce fire danger. Defensible space is used in the context of wildfires, especially in the Wildland-Urban Interface (WUI). This defensible space reduces the risk that fire will spread from one area to another or from a structure to landscape/wildland (or vice versa) and provides firefighters access and a safer area, from which to defend a threatened area. Firefighters may need to forgo attempts to protect structures without adequate defensible space, as it may be highly unsafe for personnel and less likely to succeed, especially in a large fire.

Sec. 2.02. Fire Chief

The current LSCSD Fire Department Chief, or his or her designee.

Sec. 2.03. Fuel

Vegetative material, live or dead, which is combustible.

Sec. 2.04. Ladder Fuels

A firefighting term for live or dead vegetation that allows a fire to climb up from the landscape or forest floor into the tree canopy. Common fuel ladders include tall grasses, shrubs and tree branches, both living and dead.

Sec. 2.05. Modify or Abate

Shall mean any action that physically affects a tree or plant, ranging from pruning or thinning, to complete removal (other than removal of the root ball).

Sec. 2.06. Native Brush

Refers to scrub vegetation, as well as any species that the Fire Chief determines to be a fire hazard. Determinations shall be made based on considerations of plant being (i) threatened or endangered; (ii) a fire, health or safety hazard to the District; (iii) a potential adverse impact on health, safety or welfare of persons or property, including neighbors.

Sec. 2.07. Property Owner

Means any person(s), firm, corporation or entity, including, without limitation, any homeowner's association that has any legal or equitable interest in real property, as shown on public records.

Sec. 2.08. Shrub

A low, usually several-stemmed, woody plant branching from or near the ground, smaller than a tree. Certain species are considered both brush and shrubs. Juniper bushes are a shrub.

Sec. 2.09. Vacant Parcel

Means a parcel(s) of property currently undeveloped or unimproved by any buildings or structures.

Sec. 2.10. Wildfire

A large, destructive fire that spreads quickly over woodland or brush.

Sec. 2.11. Wildland-Urban Interface (WUI)

A WUI refers to the zone of transition between wildland vegetation and urban development. Communities that are within 0.5 miles (0.80 km) of the zone may also be included. These lands and communities adjacent to and surrounded by wildlands are at a higher risk of wildfires.

Article 3: Applicable California Codes

Sec. 3.01. Applicable California Codes

Property owners and property occupants are required to comply with the following State Law:

- (a) California Fire Code (CFC), Chapter 3, Section 304.1.2

Vegetation. Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirements in urban-wildland interface areas shall be in accordance with CFC, Chapter 49, Requirements for WUI Fire Area

- (b) California Public Resources Code (PRC), Section 4291

- (c) California Government Code (GC), Section 51182

- (d) California Building Code (BC), Section 2113.9.2; Spark Arresters

All chimneys attached to any appliance or fireplace that burns solid fuel shall be equipped with an approved spark arrester. The net free area of the spark arrester shall be not less than four times the net free area of the outlet of the chimney flue it serves. The spark arrester screen shall have heat and corrosion resistance equivalent to 12-gauge wire, 19-gauge galvanized steel or 24-gauge stainless steel. Openings shall not permit the passage of spheres having a diameter larger than 1/2 inch nor block the passage of spheres having a diameter of less than 3/8 inch.

Article 4. Duties of LSCSD Fire Chief

Sec. 4.01. Fire Chief Responsibility to Ordinance.

Included in the duties of the LSCSD Fire Chief is the task of improving the health, safety and welfare of the Lake Shastina Community Services District by initiating, supporting and enforcing all fire safety preventative measures included in the Ordinance and the codes referred to herein. The Fire Chief, or his/her designee, is hereby designated the enforcement officer for LSCSD Hazardous Vegetation Abatement Ordinance.

Article 5. Responsibility of Property Owners

Sec. 5.01. Specifics of Property Owner Compliance.

The property owner is required to be responsible for complying with the Ordinance and codes, to secure the protection and safety of their structures and/or parcels, in the event of a fire.

- (a) Provide 100 feet of defensible space around all occupied structures and buildings on their property, or to the property line if it is less than 100 feet from any structure.

- (b) Modify or reduce the amount of fuel within 30 feet of any building or structure, providing separation between fuel types and/or reshaping retained fuels/vegetation by trimming. All dead, dying and loose surface fuels, including branches, pine cones, grasses and grass cuttings shall be eliminated. A 3-inch layer of pine needles for surface coverage is acceptable, beyond 10 feet of any structure, however, deeper depths are considered a hazard.
- (c) Removal of leaves, needles and dead materials from roofs (notably roof valleys) and gutters of structures.
- (d) Arranging planted and native trees, shrubs and other fuel sources in a way that makes it difficult for fire to transfer from one fuel source to another. This does not mean cutting down all trees and shrubs or creating a bare ring of soil across the property.
- (e) When a building is less than 100 feet from a property line and combustible vegetation on an adjacent parcel presents a fire hazard for the building, the owner of the adjacent parcel where the hazard exists shall be responsible for fuel modification on their land, which is within 100 feet of the occupied structure to the extent required by these guidelines.
- (f) Juniper shrubs and highly flammable native brush shall not be planted or maintained within 15 feet of any structure, including any deck or patio.
- (g) Property owners of vacant parcels are required to maintain the amount of fire fuels on their property consistent with the fuel treatment guidelines.
- (h) Vacant lots, within the developments, and undeveloped raw land properties, shall be abated similarly to the specifications within PRC 4291 for the space identified as 30-100 feet. All native brush and shrubs shall be maintained in a manner which minimizes fire risk, by removing dead branches and twigs, modifying lower foliage of branches, and selectively pruning to reduce plant density, or total removal.
- (i) Horizontal spacing of shrubs shall be maintained such that the space between two shrubs shall be a minimum of two times the height of the tallest shrub. Groups of shrubs clumped together shall be modified so that the diameter does not exceed 15 feet.
- (j) Isolated shrubs, which are thinned and maintained, and are not deemed to constitute a fire hazard by the Fire Chief, will not warrant abatement.
- (k) All trees shall be pruned a minimum of 10 feet away from roof, eave or exterior siding, depending on the tree's physical or flammable characteristics and the building construction features. All branches shall be removed within 10 feet of a fireplace chimney or wood stove pipe.
- (l) Tree Spacing Guidelines for thinning are determined by steepness of slope. The measurement is from trunk to trunk. Property owners residing within the LSCSD are required to adhere to their respective association's rules and regulations regarding any tree removal.
 - 1) Flat or gently sloping (0-20%); 10 feet of spacing.
 - 2) Moderately sloping (21-40%); 20 feet of spacing.
 - 3) Steep slope (+ 41%); 30 feet of spacing.
- (m) In areas with a continuous tree canopy, any tree taller than 45 feet should have all branches lower than twelve to fifteen feet from the ground pruned back to the trunk. A tree shorter than 45 feet should be pruned to remove any live or dead

branches up to 1/3 of its total height. For non-continuous canopy areas, tree branches shall be pruned up to 1/3 the height of the tree. Trees over 20 feet must be “limbed” up at least six feet.

- (n) The distance between lower tree limbs and surface fuels shall have a clearance of 4 to 40 feet, with a minimum clearance of three times the height of the underlying brush and grasses, depending on slope and vegetation, to prevent fire from moving from shorter fuels to taller fuels, identified as ladder fuels.
- (o) EXEMPTION: Deciduous, non-native trees and Spruce trees that have all forest litter removed from underneath the base of the tree, the height of pruning can be reduced by 50%.
- (p) ENVIRONMENTAL EXEMPTIONS: The brush or shrub modification must not result in:
 - 1) The taking of endangered, rare or threatened plant or animal species.
 - 2) Significant erosion and sedimentation of surface waters. The owner of each piece of real property shall, when performing modifications required by this Ordinance, keep soil disturbance to a minimum, especially on steep slopes. Erosion control techniques shall be utilized to help reduce soil erosion and plant re-growth.
- (q) Unimproved parcels, which are adjacent to roadways, and those determined by the Fire Chief to be necessary for the safe ingress and egress to any area, may be identified for access abatement. Included are brush and small tree removal, and the pruning of branches of large trees that extend beyond property boundaries and overhang into easements and/or roadways.
- (r) Excessive clearing should be avoided on steep slopes, so as not to cause erosion.
- (s) Wood piles should be at least 10 feet from any structures.
- (t) A 3/8-inch to 1/2-inch spark arrestor shall be fitted on chimney and stove pipe caps. This will reduce the chance of burning embers escaping from your fire source and igniting a wildfire or a neighbor's home.
- (u) Coals and ashes from fireplaces, wood stoves and outdoor fire pits shall be placed in a noncombustible container, with a tight fitting lid, until completely extinguished. While cooling, this container should be placed at least 10 feet from any structure or combustible vegetation. No ashes or coals may be dumped in any common area or hazardous fuel area. Buried coals and ashes must be covered by at least one foot of soil and at a distance of no less than 25 feet from any structure or combustible vegetation.
- (v) Violation of these provisions will constitute a public nuisance.

Article 6: Enforcement of Compliance

Sec. 6.01. Administration by Fire Chief.

The LSCSD Fire Chief will administer the necessary provisions of compliance and enforcement regarding the codes included in this Ordinance.

- (a) Any and all aspects of violation of this Ordinance shall be the responsibility of the property owner, including compliance costs and fines incurred.
- (b) The Fire Chief shall assess and enforce provisions of this Ordinance with respect to Defensible Space, including trees, shrubs, debris, firewood and spark arresters,

as deemed necessary for the public health, safety and welfare of the residents of the LSCSD.

- (c) The Fire Chief shall assess and enforce provisions of this Ordinance with respect to fuels including trees, shrubs, debris, firewood and grasses on all properties, both developed and undeveloped, as deemed necessary for the public health, safety and welfare of the residents of the LSCSD.
- (d) The Fire Chief shall be authorized to enter upon private property in order to notify owner and/or occupant of an inspection, to conduct an inspection and to perform abatement / modification or any other action necessary or convenient to the administration and enforcement of this Ordinance.

Sec. 6.02. Right of Entry for Inspection; Applicability – Procedure Required

- (a) Right of Entry for Inspection; Applicability- Procedure required. Whenever necessary to make an inspection to enforce this Ordinance, any pertaining resolution, or whenever there is reasonable cause to believe there exists a hazardous vegetation safety violation, within the jurisdiction of the District, the Fire Chief may, upon presentation of proper credentials, enter the property, at all reasonable times, to inspect the same or to perform any duty imposed upon him by the Ordinance. With the exception of emergency situations or when the consent of the owner and/or occupant to the inspection has been otherwise obtained, he shall give the owner and/or occupant, if they can be located after reasonable effort, a 24 hours written notice of the intention to inspect. The notice transmitted to the owner and/or occupant shall state that the property owner has the right to refuse entry and that in the event such entry is refused, inspection may be made only upon issuance of an inspection warrant by a duly authorized magistrate. In the event the owner and/or occupant refuses entry, after such request has been made, the Fire Chief is hereby empowered to seek assistance from any court of competent jurisdiction in obtaining such entry.

Sec. 6.03. Notice of Violation

When the Fire Chief identifies any property that is in violation of the codes of this Ordinance, he or she is authorized to prepare a written notice of violation describing the conditions deemed unsafe. This notice of violation, issued pursuant to this Ordinance, shall be served upon the owner or other person responsible for the condition or violation, either by personal service, mail or by delivering the same to and leaving it with, some person of responsibility upon the premises. A compliance date will be included.

Sec. 6.04. Implementation of Violation Compliance

If compliance of the violation is not complied with by the designated compliance date, the Fire Chief is authorized to either abate the property with fire department personnel or a LSCSD designated contractor. All costs related to the abatement are the responsibility of the owner.

Sec. 6.05. Violation Penalties:


- (a) The enforcement remedy of civil fines and penalties established in this chapter shall be in addition to any other administrative or judicial remedy provided by law, including, but not limited to, abatement actions.
- (b) Any person violating any provision of this code, as amended from time to time, may be subject to the assessment of civil fines and penalties pursuant to the administrative procedures established in this chapter and authorized by Government Code Section 53069.4.
- (c) In any action brought under county code against the owner of the parcel, the prevailing party shall be awarded attorney's fees and costs.
- (d) Each and every day a violation of this code exists constitutes a separate and distinct violation.
- (e) In any action brought under this code where attorney's fees and costs have been ordered, the LSCSD Board of Directors may order the cost of the abatement to be specially assessed against the parcel in accordance. The assessment may be collected at the same time and in the same manner as LSCSD Fire Department billing, and shall be subject to the same penalties and the same procedure and sale in the case of delinquency as are provided for ordinary taxes. All laws applicable to the levy, collection and enforcement of county taxes are applicable to the special assessment.
- (f) Civil Fines: A violation of this Ordinance is an infraction punishable by a fine of one hundred dollars (\$100). If a person(s) is determined to have a second violation of the Ordinance within five years, that person(s) shall be punished by a fine two hundred fifty dollars (\$250). If a person(s) is determined to have violated the Ordinance a third time within five years, that person(s) shall be punished by a fine of five hundred dollars (\$500).
- (g) The owner of the property shall have the right to appeal any venality pursuant to the District's codes/ordinances.



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

TO: LSCSD BOARD OF DIRECTORS

MEETING DATE: April 18, 2018

FROM: Mike Wilson, General Manager 

SUBJECT: CONSIDERATION OF ESTABLISHING AN ABATEMENT
ADMINISTRATIVE APPEALS AND COLLECTION PROCEDURE
FOR HAZARDOUS VEGETATION.

BACKGROUND:

Because the District has not established a process for an administrative appeals and collection procedure for enforcing hazardous vegetation abatement, we have asked District counsel to draft an ordinance to address this issue.

FINDINGS:

The attached Ordinance, which has been created by District counsel Margaret Long and reviewed by staff, is being presented to the LSCSD Board of Directors.

The Ordinance requires a first and second reading to enact.

RECOMMENDATION:

Provide a first reading by title only as an introduction of the Abatement Administrative Appeals and Collection Procedure for Hazardous Vegetation Ordinance and schedule a second reading, by title only, and adoption of this ordinance at the May 16, 2018 Lake Shastina Regular Board of Directors Meeting.

ATTACHMENT:

Draft Ordinance



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

DRAFT ORDINANCE NO. 2-18

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE LAKE SHASTINA COMMUNITY SERVICE DISTRICT ESTABLISHING AN ABATEMENT, ADMINISTRATIVE APPEAL AND COLLECTION PROCEDURE FOR HAZARDOUS VEGETATION.

WHEREAS, the Lake Shastina Community Services District has adopted ordinances that require the assessment of penalties, fines and fees for violation of regulations that prohibit hazardous vegetation and protect the health and safety of the District citizens; and

WHEREAS, it is of paramount importance that the citizens have the right to appeal these findings and monetary assessments, and it is of vital importance that the District have a mechanism to enforce penalties and collect the fines and fees; and

NOW, THEREFORE BE IT ORDAINED that the Board of Directors adopts the following Ordinance, creating an administrative appeal process, establishing collection procedures for administrative fines, and providing regulations for abatement, and attached hereto as Exhibit A.

It is hereby certified that the forgoing Ordinance No. 2-18 was duly introduced at a regular meeting of the Lake Shastina Community Services District on 18th of April, 2018 and adopted at a regular meeting of the Lake Shastina Community Services District on 16th of May, 2018

ROLL CALL VOTE

AYES: Directors

NOES:

ABSENT:

Lake Shastina Community Services District by:

Carol Cupp, President

ATTEST

Michael Wilson, District Secretary

Exhibit A

ABATEMENT, ADMINISTRATIVE APPEAL AND COLLECTION PROCEDURE

1.01. Abatement.

- A. Whenever a Lake Shastina Community Services District (District) Code Enforcement Official deems it necessary, shall issue a "notice to abate" by certified mail to the property owner as his or her name appears on the last equalized assessment roll and to the address as shown in the records of the County Assessor. This shall constitute a notice of violation.
- B. Any person receiving the notice to abate shall have the right to appeal such notice pursuant to 1.02 Appeal Procedures.
- C. If at the end of the time allowed for compliance in the notice to abate, or as extended in the case of appeal, or as specified by the Board of Appeals, compliance has not been accomplished, the officer issuing the notice to abate may order the hazardous vegetation abated. This can be done through private contractor or District staff.
- D. When the abatement has been completed, the officer shall provide to the District Clerk an itemized statement covering the cost of the work for such abatement. The actual cost of such removal and a reasonable administrative charge may be imposed as a Special Assessment upon the property, and such property shall be subject to a Special Assessment Lien.

1.02. Appeal Procedure.

- A. Any person (the "appellant") upon whom a notice of violation is served by District may appeal the findings, determinations and/or amount of potential fines and penalties set out in the notice of violation pursuant to the procedures set forth in this section. The appellant must file a written appeal with the District General Manager within ten working days of personal service or the date of mailing of the notice of violation. The written appeal shall contain:
 - 1. A brief statement setting forth the interest the appealing party has in the matter relating to the imposition of the penalty;
 - 2. A brief statement of the material facts which the appellant claims support his or her contention that no administrative penalty should be imposed or that an administrative penalty of a different amount is warranted; and
 - 3. An address at which the appellant agrees notice of any additional proceeding or an order relating to imposition of the administrative penalty may be received by first class mail.
- B. The written appeal must be accompanied by payment of a fee as set pursuant to Government Code Section 54954.6 (a)(1)(A) and other relevant code sections. Failure to comply with the requirements of this paragraph within the ten days for filing an appeal set forth in subsection A of this section shall constitute a waiver of the right to appeal.

- C. An appeal of a notice of violation shall be heard by the Board of Appeals. The Board of Appeals shall constitute one individual appointed by the Board of Directors. The District is authorized to enter into a contract with an individual, company or firm to provide hearing officer services, provided the individual, company or firm adopts and follows adequate procedures for maintaining neutrality and avoiding conflicts of interest.
- D. The appeal hearing shall be set no sooner than twenty calendar days following receipt of the written appeal, unless a different date is mutually agreed upon by the appellant and Board of Appeals. Notice of the appeal hearing shall be mailed by registered mail at least fifteen calendar days before the date set for the hearing. Failure of the appellant to appear timely will cause the notice of violation and the assessment of administrative fines and penalties to become a final order or decision.
- E. In reviewing the notice of violation, Board of Appeals shall consider the factors set forth above, and shall uphold, withdraw, or modify the notice of violation and fines and penalties specified by that notice. The Board of Appeals shall serve a copy of his or her written decision on the appellant. The Board of Appeals' decision shall be mailed by registered mail and shall be deemed served within five working days after the date it was mailed to the address provided by the appellant.
- F. The decision of the Board of Appeals shall constitute the administrative order or decision of the local agency within the meaning of Government Code Section 53069.4(b)(1) and (c) and shall be final unless appealed. Any person aggrieved by a final administrative order or decision imposing an administrative fine may seek relief from the Superior Court.

1.02. Collection.

When an administrative fine or penalty becomes a final order under this section, or Government Code Section 53069.4, the District may proceed to collect the fine or penalty as follows:

- A. The District may commence a civil action to enjoin and/or collect the administrative fines and penalties; in the event a civil action is commenced to collect the administrative fines and penalties, the District shall be entitled to recover all costs associated with the collection of the fines and penalties. Such costs include, without limitation, staff and counsel time incurred in the collection of the penalty, attorney fees for processing the civil action, and those costs set forth in Code of Civil Procedure Section 1033.5.
- B. The amount of any unpaid final administrative fine, plus interest, plus any other costs as provided in this chapter, may be declared a lien on any real property owned by the property owner within the District against whom an administrative penalty has been imposed as follows:
 - 1. Notice shall be given to the property owner before recordation of the lien, and shall be served in the same manner as a summons in the civil action pursuant to Code of Civil Procedure Section 415.10 et seq.,
 - 2. The lien shall attach when the District records it with the District recorder's office. The lien shall specify the amount of the lien, the date of the code violations, the date of the final decision, the street address, legal description, and

assessor's parcel number of the parcel on which the lien is imposed, and the name and address of the record owner of the parcel; and

3. In the event that the lien is discharged, released or satisfied, either through payment or foreclosure, the District shall record a notice of the discharge containing the information specified in subsection B.
- C. The District may withhold issuance of discretionary licenses, permits and other entitlements to the property owner on any project, property or application of any kind whenever an administrative penalty remains unpaid.
- D. The District may take such other actions as are allowed for enforcement of a civil judgment, such as is provided for pursuant to the Enforcement of Judgment Law, California Code of Civil Procedure section 680.010 *et seq.*
- E. In any action brought under county code where special assessments, attorney's fees and costs have been ordered, the District may order the costs to be specially assessed against the parcel. The assessment may be collected at the same time and in the same manner as ordinary county taxes are collected, and shall be subject to the same penalties and the same procedure and sale in the case of delinquency as are provided for ordinary county taxes. All laws applicable to the levy, collection, and enforcement of county taxes are applicable to the special assessment.
- F. In any action brought under District code against the occupier or owner of the parcel or both, the prevailing party shall be awarded attorney's fees and costs in accordance with California Government Code § 25845(b) and (c).



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

TO: LSCSD BOARD OF DIRECTORS
MEETING DATE: April 18, 2018
FROM: Robert Moser, Public Works Supervisor *RM*
SUBJECT: Purchase of new Vehicles

BACKGROUND:

At the March 28, 2018 Budget Committee meeting we had discussions on the purchase of 1 new vehicle for Public Works that will replace our 2005 F-150. This purchase fits into the budget and would come from reserves in the FY 2018/2019 budget year.

General Manager Mike Wilson and I have had several discussions about purchasing a new vehicle for the office. This vehicle would be used for travel and training for everyone, as well as the errands that need to be done for the office. It would replace their current 2005 F-150 that has some safety issues and should be replaced.

After the meeting, I had discussions with several car dealerships and they all told me that if we wait for FY 2018/2019 budget year to start (July 1) we will have to order 2019 vehicles. We lose some fleet incentives and the vehicle itself will be more at that time. They estimate we will pay \$2,500.00 to \$3,000.00 more per vehicle.

We would like to respectfully request the Board of Directors approve adding 2 vehicles to the FY 2017/2018 budget; for the purpose of saving a substantial amount of money ordering 2018 vehicles.

RECOMMENDATION:

The decision before the Board today would be to either:

- A. Direct staff to purchase the 2 new vehicles under the current 2017/2018 fiscal year budget and save \$5,000.00 to \$6,000.00.
- B. Have staff wait for the new Budget to be passed for FY 2018/2019 and purchase in July and lose the incentives.