



**LAKE SHASTINA COMMUNITY SERVICES DISTRICT**

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**RESOLUTION NO. 2-05**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LAKE SHASTINA COMMUNITY SERVICES DISTRICT.**

**WHEREAS**, LAKE SHASTINA COMMUNITY SERVICES DISTRICT sells water to individuals and businesses within its boundaries; and

**WHEREAS**, LAKE SHASTINA PROPERTY OWNERS ASSOCIATION is an organization which operates within the boundaries of LAKE SHASTINA COMMUNITY SERVICES DISTRICT and;

**WHEREAS**, LAKE SHASTINA PROPERTY OWNERS ASSOCIATION desires to purchase water from LAKE SHASTINA COMMUNITY SERVICES DISTRICT for the purpose of selling the same to LAKE SHASTINA GOLF AND COUNTRY CLUB pursuant to a separate agreement, and LAKE SHASTINA COMMUNITY SERVICES DISTRICT desires to sell water to LAKE SHASTINA PROPERTY OWNERS ASSOCIATION for that purpose pursuant to the terms and conditions of the attached Agreement.

**NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:**

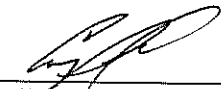
The Board approves the "Water Purchase Agreement" attached hereto and authorizes the Board president to execute it on behalf of the LAKE SHASTINA COMMUNITY SERVICES DISTRICT. The Agreement shall be effective upon the recordation of the following: (a) a deed from LAKE SHASTINA GOLF AND COUNTRY CLUB to LAKE SHASTINA PROPERTY OWNERS ASSOCIATION granting a 60-foot wide right-of-way between Big Springs Road and Hogan Drive; and

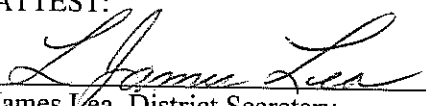
(b) a deed from LAKE SHASTINA PROPERTY OWNERS ASSOCIATION to LAKE SHASTINA COMMUNITY SERVICES DISTRICT granting a public utility easement.

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I hereby certify that the forgoing is a full, true and correct copy of Resolution 2-05 duly passed and adopted by the Board of Directors of the Lake Shastina Community Services District, Siskiyou County, California, at a meeting thereof duly held on the 16th day of March 2005, by the following vote:

- AYES: Directors Brezinsky, Dean, Dilley and Roths
- NOES: None
- ABSENT: None
- ABSTAIN: Director Negro

  
\_\_\_\_\_  
Craig Dilley, President

ATTEST:  
  
\_\_\_\_\_  
James Lea, District Secretary

## WATER PURCHASE AGREEMENT

This Water Purchase Agreement is made at Weed, California, by and between LAKE SHASTINA PROPERTY OWNERS ASSOCIATION, a California non-profit public benefit corporation ("LSPOA"), and LAKE SHASTINA COMMUNITY SERVICES DISTRICT, ("DISTRICT"), a California public agency.

Recitals. DISTRICT sells water to individuals and businesses within its boundaries. LSPOA desires to purchase water from DISTRICT for the purpose of selling the same to LAKE SHASTINA GOLF AND COUNTRY CLUB pursuant to a separate agreement, and DISTRICT desires to sell water to LSPOA for that purpose.

### NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

**1. SALE OF WATER; TERM; USE; EXTENSION.** DISTRICT agrees to sell to LSPOA up to 5.5 million gallons of water each calendar year, starting with 2005, and continuing thereafter for ten (10) calendar years, for a total of 55 million gallons, to be used solely for irrigation purposes. To the extent that DISTRICT is not able to provide, or for any reason LSPOA does not purchase, the entire 55 million gallons of water within the ten (10) year period, the term of this Agreement shall be extended for a reasonable period of time to allow LSPOA to use the full amount of water to which it is entitled under this Agreement.

**2. MANNER OF DELIVERY.** DISTRICT shall provide the means and conveyances for the delivery of the water which it will sell pursuant to this Agreement. The point of delivery of the water shall be at January Court. DISTRICT will provide any desired meter readings. Nothing herein shall require LSPOA to expend its own funds to construct, provide, or pay for the installation of water lines.

**3. RATE.** For the water sold to it hereby, LSPOA shall pay DISTRICT the total sum of Nineteen Thousand, Two Hundred, Fifty Dollars (\$19,250.00), in quarterly installments of Four Hundred Eighty-one Dollars and Twenty-five Cents (\$481.25) on

such dates as DISTRICT may hereafter specify. If payment is not received in full by DISTRICT by the specified due date, a Late Charge of \$50.00 shall be due and payable along with the installment.

#### **4. WATER SHORTAGES; OFF-PEAK DELIVERIES; EMERGENCY NEEDS.**

**(a) Water Shortages.** DISTRICT shall have the right to suspend the delivery or reduce the volume of water to be sold to LSPOA pursuant to this Agreement upon prior written notice to LSPOA (unless emergency conditions do not allow for such prior notice). If as a result of any such delivery suspension or reduction, the amount of water delivered to LSPOA pursuant to this Agreement is reduced to an amount during that calendar year which is less than the amount specified in Section 1, above, LSPOA shall have the option to extend the term of this Agreement for such period as may be reasonably necessary to enable it to receive the full 55 million gallons of water to which it is entitled under this Agreement.

**(b) Off-Peak Deliveries.** DISTRICT reserves the option to make its water available under this Agreement during off-peak hours, if it deems that preferable because of limited delivery or storage capacity. In any event, deliveries of water to LSPOA shall be over a 120-day period, with no more than three (3) million gallons to be delivered in any calendar month.

**(c) Emergency Needs.** Satisfaction of community water needs for household and fire protection purposes will have priority over the water to be supplied to LSPOA pursuant to this Agreement.

**5. ASSIGNMENT.** LSPOA may assign its rights and obligations under this Agreement.

**6. LSPOA'S REMEDIES ON DEFAULT OF PAYMENT.** If LSPOA shall become in default of the payment to DISTRICT of its obligations under this Agreement, DISTRICT may suspend the delivery of water pursuant to this Agreement.

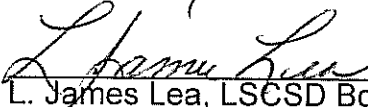
**7. METERING; ALTERNATIVES.** Water delivery volume hereunder shall be measured by meter if accurate measurements can be made by that method. If at any time accurate metered measurements cannot be made, reasonable alternative methods of estimating the volume may be utilized by DISTRICT. The parties may

enter into a separate agreement to specify such alternative methods, and if such an agreement is attached to this Agreement it is incorporated herein by this reference. If no such separate agreement is made, the DISTRICT may exercise its reasonable discretion in the selection of its alternative methods.

Lake Shastina Community Services District, by:

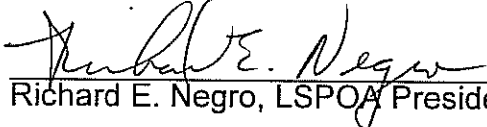
Dated: 3/16/05

  
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Craig Dilley, LSCSD President

  
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L. James Lea, LSCSD Board Secretary

Lake Shastina Property Owners Assoc., by:

Dated: 4/13/05

  
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Richard E. Negro, LSPOA President

  
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Kay Short, LSPOA Secretary

**Item 9. OLD BUSINESS:**

- A. Ordinance 3-05: Property Transfer Fee – **Received and Filed:**
1. Second Reading
  2. Public Hearing
  3. Approval of Second Reading and Adoption

Pres. Dilley gave the Second Reading, by title and summary of contents, of Ordinance 3-05, Property Transfer Fee. The fee for transferring title from seller to buyer is \$20.00. A copy of Ordinance 3-05 is available at the Administration Office. Pres. Dilley opened the meeting for a Public Hearing. No comments were received from the public. Pres. Dilley then closed the Public Hearing and the Board approved the Second Reading and Adoption of Ordinance 3-05. Ordinance 3-05 will become effective on April 15, 2005.

**Motion by Dir. Brezinsky second by Dir. Roths to approve Second Reading and Adoption of Ordinance 3-05, Property Transfer Fee of \$20.00.**

**Ayes: Directors Brezinsky, Dean, Dilley, Negro and Roths**

**Noes: None**

**Absent: None**

- B. Status of 2005/2006 Budget: Pres. Dilley reported that OM Wishart is preparing to schedule a Budget Workshop during the week of April 21, 2005.
- C. Status of request to County of Siskiyou for Transient Occupancy Tax (TOT) – **Received and Filed:** GM Lea reported that the District is in the process of requesting the County give the District the full amount of TOT generated within the District, approximately \$20,000.00, which could be applied to District public safety issues.
1. Approval of letter to County Administrator re: TOT: Pres. Dilley directed GM Lea to edit the letter, prior to mailing, by specifying the exact request in the first paragraph. Board agreed to letter being mailed as amended. Pres. Dilley directed GM Lea to schedule a meeting with County Administrator Moody, Supervisor Hoy, Pres. Dilley and GM Lea to discuss the item.

**Item 10. NEW BUSINESS:**

- A. Approval to post LSCSD Agendas on Website (with disclaimer) – **Received and Filed:** Board discussed item and agreed to have agendas posted on the Website as a courtesy to constituents.

**Motion by Dir. Roths second by Dir. Dean to approve posting the LSCSD meeting agendas to the LSCSD Website, with a disclaimer on the Website that states this action is being taken as a courtesy to constituents and due to unforeseen circumstances that may delay or postpone posting to the Website, constituents must rely on the Community Bulletin Boards for true and accurate agenda posting. LSCSD staff to forward agenda to the Webmaster prior to each meeting.**

**Ayes: Directors Brezinsky, Dean, Dilley, Negro and Roths**

**Noes: None**

**Absent: None**

- B. Approval of Water Purchase Agreement between LSCSD and LSPOA for sole purpose of purchasing a 60 ft. road right-of-way between Big Springs Road and Hogan Drive – **Received and Filed:** Pres. Dilley reported that Resolution 2-05 is regarding the approval of the Water Purchase Agreement between LSCSD and LSPOA where LSPOA will be purchasing water from the LSCSD over a 10-year period, at the going rate, in the amount of approximately \$20,000.00; LSPOA will then give the water to the Lake Shastina Golf and Country Club in exchange for title to the land needed for the 60 ft. road right-of-way between Big Springs Road and Hogan Drive.

**Motion by Dir. Roths second by Dir. Brezinsky to approve Resolution 2-05, Water Purchase Agreement between LSCSD and LSPOA, for the sole purpose of purchasing a 60 ft. road right-of-way between Big Springs Road and Hogan Drive.**

**Ayes: Directors Brezinsky, Dean, Dilley and Roths**

**Noes: None**

**Absent: None**

**Abstain: Director Negro**