



**LAKE SHASTINA COMMUNITY SERVICES DISTRICT**

**RESOLUTION 10-15**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LAKE SHASTINA COMMUNITY SERVICES DISTRICT APPROVING THE LEASE OF A MANUFACTURED OFFICE STRUCTURE FOR USE BY THE PUBLIC WORKS DEPARTMENT, AND AUTHORIZATION FOR REMOVAL OF THE OLD OFFICE AND TO UNDERTAKE RELATED ACTIVITIES.**

WHEREAS, the existing office of the Public Works Department of the Lake Shastina Community Services District has outlived its useful life and needs to be replaced; and,

WHEREAS, a suitable replacement office is being offered pursuant to the Lease Agreement attached hereto as Exhibit A; and,

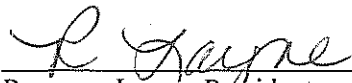
**NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:**

1. The attached Lease Agreement is approved and the Interim General Manager and/or Board President are authorized to execute it on behalf of the District, to do all things necessary or appropriate to arrange for the office to be delivered and installed on the site and placed into service, and to expend District funds therefor in an amount not to exceed \$10,000.00, exclusive of the lease payments;
2. The Interim General Manager is authorized to do any and all things necessary or appropriate to remove and dispose of the existing office structure and appurtenances, at a cost not to exceed \$7,500.00.

\*\*\*\*\*

I hereby certify that the forgoing is a full, true and correct copy of Resolution 10-15 duly passed and adopted by the Board of Directors of the Lake Shastina Community Services District, Siskiyou County, California, at a meeting thereof duly held on the 18th day of November, 2015, by the following vote:

AYES: Directors French, Hoke and Thomsson  
 NOES: Director Mitchell  
 ABSENT: Director Layne

  
 \_\_\_\_\_  
 Roxanna Layne, President

ATTEST:

  
 \_\_\_\_\_  
 Debbie Nelle, Deputy Secretary



An ALGECO SCOTSMAN Company

Williams Scotsman, Inc.
4911 Allison Parkway
Vacaville, CA 95688-9346

Your Williams Scotsman Representative
Tommy Cobb
Phone: (707)451-3000 Ext. 48112
Fax: 707-451-4000
Toll Free: 800-782-1500

Contract Number:597754
Revision: 3
Date: October 30, 2015

Lease Agreement Summary - Q#597754

Lessee: LAKE SHASTINA COMMUNITY SERVICES
DISTRICT 16320 EVERHART DR
WEED, California 96094
Contact: Dave Hankins
16320 Everheart Dr
Weed, CA 96094
Phone: (530) 938-3281
Fax:
Email: jamie@lakeshastina.com
Ship To Address: 15440 Juniper Peak
WEED, CA
96094 US

Product Descriptions

QTY PRODUCT
1 MO6412

Pricing Summary - All Options (excluding taxes)

MONTHLY CHARGES: \$269.00
INITIAL FEES: \$9,797.79
FINAL CHARGES: \$352.48
TOTAL CHARGES WITH ALL OPTIONS: \$26,290.27

Comments

1). SETUP COSTS BASED UPON EASE OF ACCESS, LOCATION, AND LEVEL SITE CONDITIONS. 2). UNIT SELECTED TO HAVE ROOF LOAD RATED AT 40 PSF. 3). TAXES AND LICENSE FEES ARE ADDITIONAL. 4). PRE-PAYMENT OF LAST MONTH'S RENT DUE ON INITIAL INVOICE: \$244.00



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 Vacaville, CA 95688-9346

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 Fax: 707-451-4000  
 Toll Free: 800-782-1500

**Contract Number:** 597754  
**Revision:** 3  
**Date:** October 30, 2015

**Lease Agreement**

**Lessee:** 12308985  
 LAKE SHASTINA COMMUNITY SERVICES  
 DISTRICT 16320 EVERHART DR  
 WEED, California, 96094

**Contact:**  
 Dave Hankins  
 16320 Everheart Dr  
 Weed, CA, 96094  
 Phone: (530) 938-3281  
 Fax:

**Ship To Address:**  
 15440 Juniper Peak  
 WEED, CA, 96094

**Delivery Date(on or about):**  
 12/22/2015

E-mail: jamie@lakeshastina.com

Rental Pricing Per Month	Quantity	Price	Extended
64x12 Mobile Office (60x12 Box)      Unit Number:	1	\$244.00	\$244.00
Basic Two Office/Conf Package	1	\$25.00	\$25.00
<b>Minimum Lease Term: 60 Months</b>			
		<b>Total Monthly Building Charges:</b>	\$244.00
		<b>Other Monthly Charges:</b>	\$25.00
		<b>Total Rental Charges Per Month:</b>	\$269.00
<b>Delivery &amp; Installation</b>			
Fuel Surcharge Delivery	1	\$42.48	\$42.48
Fuel Surcharge Return	1	\$42.48	\$42.48
Extend Roof Load from 30PSF to 40PSF	1	\$4,403.29	\$4,403.29
Wet Stamped Foundation Plans	1	\$469.86	\$469.86
Inspection & Engineered Plans for New Roof	1	\$1,107.54	\$1,107.53
Inspection & New Insignia	1	\$1,073.97	\$1,073.97
Block and Level	1	\$133.33	\$133.33
Delivery Freight	1	\$1,372.00	\$1,372.00
Teardown	1	\$133.33	\$133.33
Return Freight	1	\$1,372.00	\$1,372.00
		<b>Total Delivery &amp; Installation Charges:</b>	\$9,840.27
<b>Final Return Charges*</b>			
		<b>Due On Final Invoice*:</b>	\$310.00
<b>Total Charges Including ( 60 ) Month Rental, Delivery, Installation &amp; Return**:</b>			\$26,290.27

Summary of Charges		
Model: MO6412	QUANTITY: 1	Total Charges for (1) Building(s): \$26,290.27



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INSURANCE REQUIREMENTS ADDENDUM

Table with 4 columns: QTY, PRODUCT, EQUIPMENT VALUE/BUILDING, DEDUCTIBLE PER UNIT. Row 1: 1, MO6412, \$31795.00

Lessee: LAKE SHASTINA COMMUNITY SERVICES

Pursuant to Section 12 of the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

- 1. Commercial General Liability Insurance: policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.
2. Commercial Property Insurance: covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

Commercial General Liability Insurance

Lessee is providing Commercial General Liability Insurance in accordance with the requirements set forth Section 11 of the Lease and will provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

Commercial Property Insurance

Lessee is providing Commercial Property Insurance in accordance with the requirements set forth Section 12 of the Lease and will provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.



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Clarifications

\*Final Return Charges are estimated and will be charged at Lessor's market rate at time of return for any Lease Term greater than twelve (12) months. \*\*All prices exclude applicable taxes. All Lessees and Leases are subject to credit review. In addition to the stated prices, customer shall pay any local, state or provincial, federal and/or personal property tax or fees related to the equipment identified above ("Equipment"), its value or its use. Lessee acknowledges that upon delivery of the Equipment, this Agreement may be updated with the actual serial number(s), delivery date(s), lock serial number(s), etc, if necessary and Lessee will be supplied a copy of the updated information. Prices exclude taxes, licenses, permit fees, utility connection charges, site preparation and permitting which is the sole responsibility of Lessee, unless otherwise expressly agreed by Lessor in writing. Lessee is responsible for locating and marking underground utilities prior to delivery and compliance with all applicable code requirements unless otherwise expressly agreed by the Lessor in writing. Price assumes a level site with clear access. Lessee must notify Lessor prior to delivery or return of any potentially hazardous conditions or other site conditions that may otherwise effect delivery, installation, dismantling or return of any Equipment. Failure to notify Lessor of such conditions will result in additional charges, as applicable. Physical Damage & Commercial Liability insurance coverage is required beginning on the date of delivery. Lessor is not responsible for changes required by code or building inspectors. Pricing is valid for thirty (30) days.

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor Modular Equipment and Value Added Products (as such items are defined in Lessor's General Terms & Conditions) selected by Lessee as set forth in this Agreement. All such items leased by the Lessee for purposes of this Lease shall be referred to collectively as the "Equipment". By its signature below, Lessee hereby acknowledges that it has read and agrees to be bound by the Lessor's General Terms & Conditions (08-01-15) located on Lessor's internet site (http://www.willscot.com/terms) in their entirety, which are incorporated herein by reference and agrees to lease the Equipment from Lessor subject to the terms therein. Although Lessor will provide Lessee with a copy of the General Terms & Conditions upon written request, Lessee should print copies of this Agreement and General Terms & Conditions for recordkeeping purposes. Each party is authorized to accept and rely upon a facsimile signature, digital, or electronic signatures of the other party on this Agreement. Any such signature will be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.

Invoicing Options (select one)

[ ] Paperless Invoicing Option
Williams Scotsman prefers electronic invoicing, an efficient, convenient and environmentally friendly process. To avoid fees, provide us with the proper email address for your invoices.

A/P Email:
A/P Email on File:

[ ] Standard Mail Option
Customer prefers to receive paper invoice via mail. Fees may apply. Invoices will be mailed to:

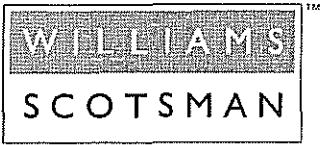
16320 Everhart Dr Weed CA

Enter a new billing address:

Signatures

Table with 2 columns: Lessee (LAKE SHASTINA COMMUNITY SERVICES) and Lessor (Williams Scotsman, Inc.). Rows include Signature, Print Name, Title, Date, and PO#.

PLEASE RETURN SIGNED AGREEMENT TO: SACLeases@willscot.com



An ALGECO SCOTSMAN Company

Williams Scotsman, Inc.  
4911 Allison Parkway  
Vacaville, CA 95688-9346

Your Williams Scotsman Representative  
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## Accessories

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Steps & ramps



Skirting & tie downs



Door & window security



Property & liability programs



Appliances



Standard furniture



Premium office furniture



Temporary fencing



Technology solutions



HVAC Services



Holding tanks



Portable restrooms



Container shelving brackets



Container pipe racks



Container locks



Dumpster service



## LAKE SHASTINA COMMUNITY SERVICES DISTRICT

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

### MINUTES

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

LSCSD Board Roll Call: French  Hoke  Layne  Mitchell  Thomsson

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

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

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

#### APPROVAL OF AGENDA:

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

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

**Noes: Director Mitchell**

**Absent: None**

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

#### DISCUSSION ITEM:

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

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

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

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

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

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

**Noes: None**

**Absent: None**

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

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

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

**Noes: None**

**Absent: None**

#### DISCUSSION / ACTION ITEMS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PUBLIC COMMENTS BEFORE CLOSED SESSION: None

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

CLOSED SESSION:

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

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

REPORT ON CLOSED SESSION:

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

DISCUSSION / ACTION ITEMS:

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

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

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

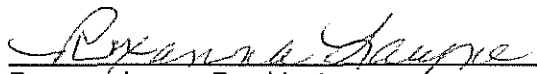
**Noes: None**

**Absent: Director Layne**

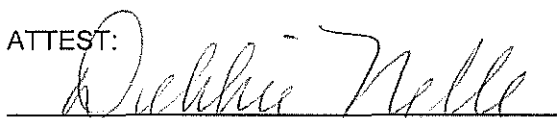
ADJOURNMENT:

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

Approval Date: 12/16/15

  
Roxanna Layne, President

ATTEST:

  
Debbie Nelle, Deputy Secretary