



McCloud Community Services District

220 West Minnesota Avenue P.O. Box 640

McCloud, California 96057

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REGULAR MEETING OF THE BOARD OF DIRECTORS

SCOUT HALL - 405 E. COLOMBERO DRIVE

May 8, 2023 6:00 pm

AGENDA

The McCloud Community Services District welcomes you to this meeting. This agenda contains brief general descriptions of each item to be considered at this meeting by the Board of Directors. If you wish to speak on an item on the agenda, you will be provided the opportunity to do so prior to consideration of the item by the Board. If you wish to speak on an item that is not on the agenda, you are welcome to do so during the Public Comment portion of the meeting. Persons addressing the Board will be asked to step up to the podium and will be limited to three minutes or depending on the number of persons wishing to speak, it may be reduced to allow all members of the public the opportunity to address the Board. When addressing the Board, please state your name for the record prior to providing your comments. Please address the board as a whole through the President. Comments to individual Board members or staff are not permitted.

All documentation supporting the items on this agenda are available for public review in the District office, 220 W. Minnesota Avenue, McCloud CA 96057, during normal business hours of 9:00 a.m. to 12noon and 1:00 pm to 4:00 p.m. Monday through Friday.

In compliance with the Americans with Disabilities Act, those requiring accommodations for this meeting should notify the District office 48 hours prior to the meeting at (530) 964-2017.

1. Call to Order

2. Pledge of Allegiance

3. Approval of Minutes: Discussion/possible action regarding approval of the minutes of the Regular Board Meeting of April 24, 2023.

4. Announcement of Events:

5. Communications: None.

6. Reports:

A. General Manager- See report on current and previous years water flows and usage.

B. Finance Officer-See Written Report & Financial Statements.

C. Fire Chief-See Written Report.

D. Public Works Superintendent-See Written Report.

E. Directors

F. Committees

7. Consent Agenda:

A. Approval of Expenses in the amount of \$14,508.14.

8. Old Business: None.

9. New Business:

A. Discussion/possible action regarding ZIB Contract Renewal.

B. Discussion/possible action regarding the need for water conservation and establishing the appropriate level the MCSD will need to start out at for the spring of 2023.

C. Discussion/possible action regarding the first reading of Policy No. 1000 Purpose of Board Policies.

D. Discussion/possible action regarding the first reading of Policy No. 1060 Miscellaneous Fee Schedule with Attachment A: Dumpster Rental Agreement.

E. Discussion/possible action regarding the first reading of Policy No. 4090 Training, Education and Conferences.

F. Discussion/possible action regarding the first reading of Policy No. 5020 Meetings of the Board of Directors.

G. Discussion/possible action regarding the first reading of Policy No. 6010 Development Improvement Standards.

H. Discussion/possible action regarding the first reading of Policy No. 6040 Project Approval.

I. Discussion/possible action regarding the first reading of Policy No. 6050 Development Agreements.

10. Public Comment: This time is provided to receive information from the public regarding issues that **do not** appear on the agenda (persons addressing the Board will be asked to step up to the podium and will be limited to three minutes or depending on the number of persons wishing to speak, it may be reduced to allow all members of the public the opportunity to address the Board).

11 Adjourn.

MCSD Mission Statement

McCloud Community Services District will strive to provide the full range of municipal services, at a reasonable cost applied consistently to all customers, while maintaining a healthy infrastructure and environmental integrity.

**MINUTES OF A
REGULAR MEETING OF THE BOARD OF DIRECTORS
April 24, 2023 6:00 pm**

A regular meeting of the Board of Directors of the McCloud Community Services District was called to order at 6:00 p.m. at the Scout Hall. Four Directors (Richey, Rorke, Hanson, Trent.) were present, (J. Mullins) was absent. Also present were Eli Jones Public Works Superintendent, Finance Officer Jennifer Brunello and District Secretary Sarah Roberts, and General Manager Amos McAbier.

1. Call to Order

2. Pledge of Allegiance.

3. Approval of Minutes:

A. Discussion/action regarding approval of the minutes of the Regular Meeting of, April 10th, 2023.

C. Richey made a motion to approve the minutes of the regular Meeting on April 10th, 2023; motion seconded by M. Rorke. Motion passed with 4 Ayes. (Rorke, Richey, Hanson, Trent) and 1 absent J. Mullins.)

4. Announcement of Events: None

5. Communications: Anne Mero would like to give a verbal update on the Resource Center and the upcoming child abuse prevention awareness month.

Tabled/Absent

6. Reports:

A. General Manager-None

B. Finance Officer-Jennifer Brunello written report.

C. Public Works Superintendent- None.

D. Fire Chief-None

E. Directors-None.

F. Committees-None

8. Consent Agenda:

A. Approval of Expenses in the amount of \$26,231.24.

C. Richey made a motion to approve expenses in the amount of \$26,231.24; seconded by M. Trent. Motion passed with 4 Ayes. (Rorke, Richey, Hanson, Trent) and 1 absent J. Mullins.

9. Old Business: None

10. New Business: regarding Siskiyou County Board of Supervisors approving Vacation rentals in McCloud and Modifying vacation rental regulation in Siskiyou County.

Discussed no action taken

11. Public Comment: This time is provided to receive information from the public regarding issues that **do not** appear on the agenda (persons addressing the Board will be asked to step up to the podium and will be limited to three minutes or depending on the number of persons wishing to speak, it may be reduced to allow all members of the public the opportunity to address the Board).

Amos talked about needed to discuss water restrictions at the next board meeting

12. Adjourn at 6:53 pm.

Mick Hanson/President of the Board

Sarah Roberts/Secretary of the Board

MCSO BOARD OF DIRECTORS
General Manager's Report
Date 5-8-2023

AGENDA SUPPORTING DOCUMENT
Agenda Item No. 6 A

Current Spring flows 2023 – Our SCADA system is in the process of getting fixed and I currently cannot print a report but have been tracking the flows by manually reading the meters. I also cannot retrieve Data from June 2018 up to our current date. Hopefully after the SCADA system is fixed we will be able to retrieve it.

1-18-2023

Intake Spring – 753 gpm

Elk Springs Combined – 942 gpm

Town Flow- 312 gpm

4-28-2023 11:00 am sunny 78 degrees some people already watering lawns.

Intake Spring – 642 gpm

Elk Springs Combined – 742 gpm

Town Flow- 608 gpm @ 10:00, 887 gpm @11:00, 633 gpm @ 4:30pm

5-2-2023 Rain most of the day.12:00 pm

Intake Spring – 669 gpm

Elk Springs Combined – 691 gpm

Town Flow- 360 gpm

Some previous years average numbers are noted below. Keep in mind that the average for the town flow is inclusive of a whole day of data and will be the sum of peak usage, and when there is very little usage we know that the town flow will vary between 300 gpm and over 3,000 gpm.

October 2022

Intake Spring – 900 gpm

Elk Springs Combined – 1200 gpm

Town Flow- from 300 to 2500 gpm peak watering with sprinklers.

5-8-2021

Intake Spring – 1,088 gpm

Elk Springs Combined – 1,791 gpm

5-8-2017

Intake Spring – 3,227 gpm

Elk Springs Combined – 1,922 gpm

Town Flow- 667 gpm

5-8-2016

Intake Spring – 2,151 gpm

Elk Springs Combined – 1,626 gpm

Town Flow- 616 gpm

7-8-2017

3,532 gpm

2,185 gpm

2,206 gpm

7-8-2016

3,340 gpm

1,250 gpm

1,250 gpm

MCS D BOARD OF DIRECTORS
May 8, 2023

AGENDA SUPPORTING DOCUMENT
Agenda Item No. 6 B
Finance Officer's Report

I have been busy lately working on the numbers for the financial statements and the 2023-24 budget and have made quite a bit of progress. We had a Finance and Audit meeting last week, and quite a few people showed up and provided a lot of ideas of what they would like to see in the next budget. I have finished the payroll section of the budget and now I am working on the remaining numbers and am hoping to include a few graphs and explanations as well.

I have spoken with the Accounting Firm that will be doing our 2021-22 audit and am working on getting them all the documents they need to do the audit. The list is long, but I am working on it as fast as possible. We will be almost caught up on our audits soon, which is great considering how far behind we have been.

On June 21st, I plan to attend a free workshop in Redding put on by the RCAC (Rural Community Assistance Corporation) for Asset Management and Capital Improvement Planning. I also am doing a CSDA virtual workshop called Financial Management for Special Districts in October. I have been reading and attending free webinars to learn about the CERBT and CEPPT programs and am planning to present some information in the future about the CEPPT, which is a lot like the CERBT account that we already have. I've learned a lot about unfunded liabilities and how these programs help to knock down that debt significantly.

Attached to this report are the third quarter financial statements and a sheet with the updated balances in the reserve funds (LAIF.)

McCloud Community Services District
Statement of Revenue, Expenditures and Changes in Fund Balances
3/31/2023

Unaudited Actuals

	YTD		YTD		YTD		REMAINING BUDGET		
	Actual	Year-to-Date	Budget	Year-to-Date	Difference	Over(Under)	Annual Budget	Remaining	Remaining
							TOTAL	Budget(\$)	Funding (%)
ADMINISTRATION	GENERAL (1010)								
	Revenue	\$ 63,707	\$ 81,573	\$ (17,866)	\$ 82,767	\$ 19,060		23%	
	Net Operating Income	\$ 63,707	\$ 81,573	\$ (17,866)	\$ -	\$ 19,060			
	<i>Net Expenditures to be Allocated</i>								
	Expenditures - Administration (1010)	\$ 480,140	\$ 638,496	\$ (158,356)	\$ 851,330	\$ 371,190		44%	
	Expenditures - Directors (1020)	\$ 7,238	\$ 13,468	\$ (6,230)	\$ 17,958	\$ 10,720		60%	
Total Administration Expenditures	\$ 487,378	\$ 651,964	\$ (164,586)	\$ 869,288	\$ 381,910				
<i>All General Operating Expenses (including Directors) are allocated to our Benefit Assessment District, Special Tax and Enterprise Funds.</i>									
BENEFIT ASSESSMENT DISTRICTS	ALLEYS (1050)								
	Revenue	\$ 31,791	\$ 31,978	\$ (187)	\$ 42,153	\$ 10,362		25%	
	Expenditures	\$ 54,971	\$ 67,803	\$ (12,832)	\$ 71,298	\$ 16,327		23%	
	Net Operating Income	\$ (23,180)	\$ (35,825)	\$ 12,645	\$ (29,145)	\$ (5,965)			
	STREET LIGHTS (1060)								
	Revenue	\$ 16,520	\$ 14,559	\$ 1,961	\$ 19,414	\$ 2,894		15%	
Expenditures	\$ 15,240	\$ 13,500	\$ 1,740	\$ 18,000	\$ 2,760		15%		
Net Operating Income	\$ 1,280	\$ 1,059	\$ 221	\$ 1,414	\$ 134				
SPECIAL TAX FUNDS	FIRE (1040)								
	Revenue	\$ 197,443	\$ 287,648	\$ (90,205)	\$ 370,645	\$ 173,202		47%	
	Expenditures	\$ 143,873	\$ 396,781	\$ (252,908)	\$ 532,120	\$ 388,247		73%	
	FLSA Revenue	\$ 436,018	\$ 454,300	\$ (18,282)	\$ 454,300	\$ 18,282		4%	
	FLSA Expenditures	\$ 282,649	\$ 306,111	\$ (23,462)	\$ 306,111	\$ 23,462		8%	
	Net Operating Income	\$ 206,939	\$ 39,056	\$ 167,883	\$ (13,286)	\$ (220,225)			
	PARKS (1070 & 1075)								
	Revenue	\$ 34,551	\$ 32,838	\$ 1,713	\$ 51,746	\$ 17,195		33%	
	Expenditures	\$ 52,921	\$ 54,821	\$ (1,900)	\$ 77,989	\$ 25,068		32%	
	Net Operating Income	\$ (18,370)	\$ (21,983)	\$ 3,613	\$ (26,243)	\$ (7,873)			
	LIBRARY (1080)								
	Revenue	\$ 5,802	\$ 5,073	\$ 729	\$ 7,755	\$ 1,953		25%	
Expenditures	\$ 9,389	\$ 12,845	\$ (3,456)	\$ 16,728	\$ 7,339		44%		
Net Operating Income	\$ (3,587)	\$ (7,772)	\$ 4,185	\$ (8,973)	\$ (5,386)				
ENTERPRISE FUNDS	REFUSE (1090)								
	Revenue	\$ 320,921	\$ 312,914	\$ 8,007	\$ 415,541	\$ 94,620		23%	
	Expenditures	\$ 247,711	\$ 275,574	\$ (27,863)	\$ 383,343	\$ 135,632		35%	
	Net Operating Income	\$ 73,212	\$ 37,340	\$ 35,870	\$ 32,198	\$ (41,014)			
	SEWER (2000)								
	Revenue	\$ 427,968	\$ 424,671	\$ 3,297	\$ 561,066	\$ 133,098		24%	
	Expenditures	\$ 305,500	\$ 371,736	\$ (66,236)	\$ 500,393	\$ 194,893		39%	
	Net Operating Income	\$ 122,468	\$ 52,935	\$ 69,533	\$ 60,673	\$ (61,795)			
	WATER (3000)								
	Revenue	\$ 464,366	\$ 460,594	\$ 3,772	\$ 612,767	\$ 152,173		25%	
	Expenditures	\$ 343,360	\$ 376,437	\$ (33,077)	\$ 493,392	\$ 116,955		24%	
	Net Operating Income	\$ 121,006	\$ 84,157	\$ 36,849	\$ 119,375	\$ 35,218	\$	0	
TOTAL	SUBTOTAL OF ALL OPERATING FUNDS								
	Revenue	\$ 1,999,087	\$ 2,106,148	\$ (107,061)	\$ 2,618,154	\$ 619,067		24%	
	Expenditures (Including Admin)	\$ 1,455,614	\$ 1,875,608	\$ (419,994)	\$ 2,399,374	\$ 943,760		39%	
Net Operating Income	\$ 543,475	\$ 230,540	\$ 312,933	\$ 218,780	\$ (324,695)				
Non Operating Revenue/Expense									
LAIF Interest Income	\$ 27,510	\$ 30,956	\$ (3,446)	\$ 33,298	\$ 5,788		17%		
CERBT Earnings	\$ 8,910	\$ -	\$ 8,910	\$ -	\$ (8,910)				
NET INCOME/LOSS	\$ 579,895	\$ 261,496	\$ 318,397	\$ 252,078	\$ (327,817)				

Account Balances in the LAIF Account

March-23

Fund	Account	Reserve Category	Beginning Balance	Deposit	Withdrawal	Interest	Ending Balance	
		Five Star Money Market	\$ 2,642,906.92			\$ 7,363.49	\$ 3,335,270.41	
		Five Star Reserve Fund Sewer	\$ 100,000.00				\$ 100,000.00	
		LAIF	\$ 867.99				\$ 867.99	
		Total	\$ 2,743,774.91				\$ 3,436,138.40	
General	101110	Contingency	\$ 120,063.89	\$ -	\$ -	\$ 257.83	\$ 120,321.72	\$ 321,789.83
		OPEB	\$ 286.12		\$ -	\$ 0.61	\$ 286.73	
	101130	Assigned set asides pending Audits	\$ 123,697.39	\$ -		\$ 265.65	\$ 123,963.04	
	101135	Assigned Surplus pending Audits	\$ 77,052.86	\$ -		\$ 165.48	\$ 77,218.34	
Fire	101115	Ambulance Fund	\$ 59,218.73			\$ 127.18	\$ 59,345.91	\$ 536,262.73
	101116	Ambulance & Equipment Donations	\$ 397.33			\$ 0.85	\$ 398.18	
	101110	Firefighters Operating Funds	\$ 161,230.44		\$ -	\$ 346.25	\$ 161,576.69	
	101136	Strike Team Equip. repair	\$ 30,044.98			\$ 64.52	\$ 30,109.50	
	101137	Strike Team future wages	\$ 150,224.90			\$ 322.62	\$ 150,547.52	
	101130	Assigned set asides pending Audits	\$ 41,339.40	\$ -		\$ 88.78	\$ 41,428.18	
	101135	Assigned Surplus pending Audits	\$ 92,657.76	\$ -		\$ 198.99	\$ 92,856.75	
Alleys	101110	Winter Storm Disaster Fund	\$ 23,742.03			\$ 50.99	\$ 23,793.02	\$ 132,534.70
		Loader Future Payment	\$ 10,831.76			\$ 23.26	\$ 10,855.02	
		Future Dump Truck	\$ 228.81		\$ -	\$ 0.49	\$ 229.30	
		Trucks	\$ 5,517.66		\$ -	\$ 11.85	\$ 5,529.51	
	101130	Assigned set asides pending Audits	\$ 27,957.16	\$ -		\$ 60.04	\$ 28,017.20	
	101135	Assigned Surplus pending Audits	\$ 63,973.26	\$ -		\$ 137.39	\$ 64,110.65	
Lights	101130	Assigned set asides pending Audits	\$ 385.04	\$ -		\$ 0.83	\$ 385.87	\$ 385.87
Parks	101110	Park Fund	\$ 33,993.70			\$ 73.00	\$ 34,066.70	\$ 78,276.32
		Lawnmower	\$ 23,627.42			\$ 50.74	\$ 23,678.16	
		Loader Future Payment	\$ 875.28			\$ 1.88	\$ 877.16	
		Future Dump Truck	\$ 2,210.71		\$ -	\$ 4.75	\$ 2,215.46	
		Future Trucks	\$ 4,832.88			\$ 10.38	\$ 4,843.26	
	101130	Assigned set asides pending Audits	\$ 12,568.59	\$ -		\$ 26.99	\$ 12,595.58	
Library	101110	Library Fund	\$ 2,090.23			\$ 4.48	\$ 2,094.71	\$ 3,329.52
		Building Maintenance	\$ 807.94			\$ 1.74	\$ 809.68	
		Future Dump Truck	\$ 26.81			\$ 0.06	\$ 26.87	
		Future Trucks	\$ 26.81			\$ 0.06	\$ 26.87	
	101130	Assigned set asides pending Audits	\$ 370.60	\$ -		\$ 0.80	\$ 371.40	
Refuse	101110	General Refuse	\$ 53,006.57			\$ 113.84	\$ 53,120.41	\$ 168,876.66
		Loader Future Payment	\$ 6,510.81			\$ 13.98	\$ 6,524.79	
		Future Dump Truck	\$ 52.94		\$ -	\$ 0.11	\$ 53.05	
		Future Trucks	\$ 3,221.93			\$ 6.92	\$ 3,228.85	
	101130	Assigned set asides pending Audits	\$ 105,722.51	\$ -		\$ 227.05	\$ 105,949.56	
Sewer	101110	General Sewer	\$ 568,672.74			\$ 1,221.27	\$ 569,894.01	\$ 1,416,472.85
		Loader Future Payment	\$ 10,965.28			\$ 23.55	\$ 10,988.83	
		Future Dump Truck	\$ 373.91		\$ -	\$ 0.80	\$ 374.71	
		Future Trucks	\$ 14,552.41		\$ -	\$ 31.25	\$ 14,583.66	
		Camera	\$ 21,479.43			\$ 46.13	\$ 21,525.56	
	101130	Assigned set asides pending Audits	\$ 549,472.42	\$ -		\$ 1,180.02	\$ 550,652.44	
	101135	Assigned Surplus pending Audits	\$ 92,911.49	\$ -		\$ 199.53	\$ 93,111.02	
	101120	USDA RD 2003-2042 Payment Reserve	\$ 47,134.08			\$ 101.22	\$ 47,235.30	
	101120	USDA RD 2003-2042 Renewal & Extension	\$ 23,567.04			\$ 50.61	\$ 23,617.65	
	101120	CDBG 1999 (\$583/yr thru 06/2038)	\$ 13,891.42			\$ 29.83	\$ 13,921.25	
	101120	SWRCB Capital Reserve 2000-2023	\$ 70,417.18			\$ 151.23	\$ 70,568.41	
Water	101110	General Water	\$ 36,091.62		\$ -	\$ 77.51	\$ 36,169.13	\$ 778,205.41
		Loader Future Payment	\$ 24,540.31			\$ 52.70	\$ 24,593.01	
		Future Dump Truck	\$ 277.88		\$ -	\$ 0.60	\$ 278.48	
		Future Trucks	\$ -		\$ -	\$ -	\$ -	
		Main Line Project	\$ 37,589.03			\$ 80.72	\$ 37,669.75	
	101130	Assigned set asides pending Audits	\$ 535,487.47	\$ -		\$ 1,149.99	\$ 536,637.46	
	101120	CDBG 1999 (\$6917/yr thru 06/2038)	\$ 142,551.44			\$ 306.14	\$ 142,857.58	
Totals			\$ 3,428,770.40	\$ -	\$ -	\$ 7,363.49	\$ 3,436,133.89	\$ 3,436,133.89

McCloud Fire Department Monthly Fire Chiefs Report

April 2023

Member Information

Total Department members including Auxiliary: 34 (Excludes Miller & Prouty)

CHIEF 1700

Darrell "Charlie" Miller (EMT-P)
Engine Operator

ASST. CHIEF/OPERATIONS 1701

Trenton Vogus (Firefighter/EMT)
Engine Operator

ASST. CHIEF/EMS DIRECTOR 1702

Kirk Thomsen (Firefighter/EMT-P)
Engine Operator

Recruitment/Retention Coordinator

Sean Prouty (Firefighter/EMT-P)
Engine Operator

DIV. CHIEF/TRAINING OFFICER 1705

Nate Girard (Firefighter/EMT)
Engine Operator

FIRE CAPTAIN 1708

Stephen Richardson

FIRE LIEUTENANT 1706

Nate Masciola (Firefighter/1st Responder)

EMS LIEUTENANT 1709

Dan Fay (FF/EMT)
(Ambulance/Engine Operator)

Firefighters/EMTs

Jettus Memmer (Firefighter/EMT)
Engine Operator

Mike Worthington (Firefighter/EMT-P)
Engine Operator

Cindy Miller (Firefighter/EMT)
Engine Operator

Parker Girard (Firefighter/EMR)

Alisa Glenn (Firefighter/EMT trainee)

Joe Dewitt (Firefighter)

KC Chandler

Jessie Grey (Firefighter/EMR)

Scott Oliver (Firefighter)
Engine Driver

Nicole Fetterhoff (Firefighter)

Ulianna Roseberry
(Ambulance & Eng Driver trainee)

Auxiliary/Non-Firefighters, Drivers & Support Staff

Peter Tolosano
(Battalion Chief 1710)

Donna Sager
(Battalion Chief 1711)

Bob Masciola
(Ambulance Driver)

Alex Bolado

Merlin Huddleston

Bruce French
(Ambulance Driver)

Martin Glenn
(Ambulance Driver)

Carolyn Glenn

Imani Thomsen

Shift Firefighters

Mike Mullet
Wildland Fire Captain

Justen Richardson
Wildland Fire Captain/EMT Trainee

CJ Palmer
Wildland Firefighter/EMT trainee

Joel Lukenbill
Wildland Firefighter/EMT

Bill Lachenmyer
Wildland Firefighter/EMT

McCloud Fire Department Monthly Fire Chiefs Report

April 2023

Total Calls for service this calendar year: 86

Total Z.I.B. area Calls this month: Total ZIB Contract Calls this Fiscal Year: 12

Fire Calls

Total Fires: 2 Structure: 2 Vegetation: 0 Vehicle Fires: 0 Nuisance: 0

In Town: 2 Mutual Aid/Auto Aid: 0 Z.I.B. Area: 0

Fire Notes: 1 Food on the stove and 1 Chimney Fire. No damage to either the structure.

Medical Calls

Total Medical Calls: 14 (includes traffic collisions) Traffic Collisions: 0 Non-Injury: 0

Transported by Medic 17: 7 Paramedic Intercept: 1

Transported by MSAS: 6 Non-Transport: 2 BLS: 4 ALS: 9

In Town: 9 Mutual Aid/Auto Aid: 0 Z.I.B. Area: 4

Medical Notes: Nothing to note.

Miscellaneous Calls

Total Miscellaneous Calls: 4

HAZMAT: 0 Lift Assist: 1 Public Assist (other): 9

Rescue Calls: 0 Smoke Check: 0 Alarm Sounding: 0 Gas Leak: 0

In Town: 14 Mutual Aid/Auto Aid: 0 Z.I.B. Area: 0

Miscellaneous call notes: Again, no calls were missed this month.

INCIDENT TYPE	# INCIDENTS
113 - Cooking fire, confined to container	1
114 - Chimney or flue fire, confined to chimney or flue	1
300 - Rescue, EMS incident, other	1
321 - EMS call, excluding vehicle accident with injury	6
322 - Motor vehicle accident with injuries	1
542 - Animal rescue	1
554 - Assist invalid	1
611 - Dispatched & cancelled en route	2
661 - EMS call, party transported by non-fire agency	6
Total Incidents	20

McCloud Fire Department Monthly Fire Chiefs Report

April 2023

Station 17

Eli Jones ordered 2 replacement posts for the front gable end of the ambulance bay that had been damaged by snow/snow plows. They will be installed by department personnel ASAP (Completed 5/3/23). Plans are underway to begin necessary repairs to the rear storage room (beam repair, office project).

Apparatus

Unit 1705 (Red Chevy Tahoe): Nothing to report.

Unit 1701 (White Chevy Tahoe): The driver's door electrical controls need repair. To be scheduled as soon as rainy and snowy weather is over. Windshield wipers replaced.

Utility 17 (Dodge Ram Pickup): Windshield wipers replaced.

Squad 1740: Nothing to report.

Medic 17: Check engine light is believed to be an issue with fuel injectors. Repairs are scheduled for May 10, 2023. Medic 17 will be out of service while it is repaired.

Engine 1711: Good condition. Nothing to report.

Engine 1712: Good condition. Nothing to report.

Engine 1715: Good condition. Stored in Shasta Forest Estates.

Engine 1776: Not in service yet. Registration completed at DMV. The engine will be scheduled for pump repairs ASAP.

Fire Department Drills

#1 Fire: (Thursday 6-10 pm)

Date: 4/06/2022 Topic: Structure Fire Search and Rescue

#2 Fire: (Thursday 6-10 pm)

Date: 4/13/2022 Topic: Daily, Weekly, and Monthly Vehicle Inspections.

#3 Fire: (Thursday 6-10 pm)

Date: 4/20/2022 Topic: Salvage Operations

#4 Fire: (Thursday 6-10 pm)

Date: 4/27/2022 Topic: Vehicle extrication and lithium-ion battery fires.

Training Notes: Sent Jennifer (CFO) & Carolyn Glenn to Eugene, OR to a Medicare Ambulance Program training so they can assist in gathering report data for FY 23/24.

McCloud Fire Department Monthly Fire Chiefs Report

April 2023

Community Involvement: Plans are underway for McCloud River Club & Hearst luncheons and fire prevention tours. Chief Miller is assessing plans for increasing our ability to pre-plan commercial structures in town.

Ordinance 28 Issues: None this month.

Billing:

Billing for all possible revenue continues.

CSA 4/ZIB Billing: 1st, 2nd, and 3rd quarter bills sent. **Total Fiscal Year Payments Received: \$7,500.00**

Total CSA 3 Fiscal Year Received: \$0 Projected \$11,000.00 (\$25,000.00 if approved by Siskiyou County BOS)

CA Office of Emergency Services/CA Fire Assistance Agreement (CFAA):
CFO to Report on the progress of revenue received.

Medical Billing:

March Wittman Enterprises Billing Report (Wittman Reports run 1 month behind)

		FY 22/23										
	CHARGES	MCARE WRITE DOWNS	MCAL WRITE DOWNS	OTHER CONTRACTUAL WRITE DOWNS	NET CHARGES	PAYMENTS	REFUNDS	COLL ADJ	NET PAYMENTS	BAD DEBT WRITE OFFS	ADJUSTMENTS	NEW A/R BALANCE
JULY '22	\$ 49,776.70	\$ 20,291.68	\$ 10,287.43	\$ 2,479.64	\$ 16,717.95	\$ 12,815.05	\$ -	\$ -	\$ 12,815.05	\$ -	\$ -	\$ 79,201.05
AUGUST '22	\$ 18,065.05	\$ 7,131.25	\$ 10,610.58	\$ -	\$ 323.22	\$ 17,082.33	\$ -	\$ -	\$ 17,082.33	\$ -	\$ -	\$ 62,441.94
SEPTEMBER '22	\$ 36,989.65	\$ 6,695.02	\$ 10,732.03	\$ -	\$ 19,562.60	\$ 10,875.34	\$ -	\$ -	\$ 10,875.34	\$ -	\$ -	\$ 71,129.20
OCTOBER '22	\$ 2,422.45	\$ 1,083.91	\$ 2,126.92	\$ -	\$ (788.38)	\$ 6,805.53	\$ -	\$ -	\$ 6,805.53	\$ -	\$ -	\$ 63,535.29
NOVEMBER '22	\$ 36,905.30	\$ 15,231.79	\$ 2,317.11	\$ (506.10)	\$ 19,862.50	\$ 4,796.60	\$ -	\$ -	\$ 4,796.60	\$ -	\$ -	\$ 78,601.19
DECEMBER '22	\$ 12,838.35	\$ 10,586.17	\$ 5,624.92	\$ -	\$ (3,372.74)	\$ 7,844.55	\$ 1,661.83	\$ -	\$ 6,182.72	\$ -	\$ -	\$ 69,045.73
JANUARY '23	\$ 12,132.25	\$ 7,941.88	\$ 1,772.41	\$ -	\$ 2,417.96	\$ 4,423.45	\$ -	\$ -	\$ 4,423.45	\$ -	\$ -	\$ 67,040.24
FEBRUARY '23	\$ 11,592.65	\$ 3,015.20	\$ 170.25	\$ -	\$ 8,407.20	\$ 5,699.75	\$ -	\$ -	\$ 5,699.75	\$ -	\$ -	\$ 69,747.69
MARCH '23	\$ 22,991.80	\$ 8,990.66	\$ (6.92)	\$ -	\$ 14,008.06	\$ 12,463.18	\$ 546.65	\$ -	\$ 11,916.53	\$ -	\$ (91.57)	\$ 71,747.65
APRIL '23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MAY '23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
JUNE '23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
YEAR TO DATE												
TOTALS	\$ 203,714.20	\$ 80,967.56	\$ 43,634.73	\$ 1,973.54	\$ 77,138.37	\$ 82,805.78	\$ 2,208.48	\$ -	\$ 80,597.30	\$ -	\$ (91.57)	

Average Net Charges (Fiscal Year to Date): \$8,570.93

Projected FY Charges: \$102,851.16

Payments/Revenue (Fiscal Year to Date): \$8,955.26

Projected FY Revenue: \$107,463.07

Outstanding Whitman Accounts Receivable as of Feb 15, 2022: \$71,747.65

McCloud Fire Department Monthly Fire Chiefs Report

April 2023

General Department Message

Chief Miller was out with hip surgery for most of April leaving unfilled Paramedic shifts. All calls were handled, and none were missed. BLS providers worked most nights and when Sean Prouty was on days off. Mount Shasta Ambulance was used to transport patients when Medic 17 was out of service due to no Paramedics being available to staff the ambulance at the advanced life support level.

The CSA contract extension and increase to \$25,000.00 per year should be presented to the Siskiyou County Board of Supervisors at the May 16, 2023, meeting. Any MCSD board members and Fire Department personnel that can attend this important meeting are encouraged to attend.

Wildland training has begun, and preparations are underway to assure that the department is ready to respond both in town and to CFAA callouts. Fire season projections from CalFire and USFS are for smaller fires with less devastation due to higher expected fuel moistures that are expected to remain for this fire season.

We welcome Nicole Fetterhoff (Clairo) to our ranks. Nicole is a long-time McCloud local and has several years of firefighting experience and a great many certifications as a Firefighter.

Submitted By: *Darrell Miller* Darrell "Charlie" Miller

Date: 5/4/2023

MCS D BOARD OF DIRECTORS

Public Works Superintendent Report

Date 5-8-2023

AGENDA SUPPORTING DOCUMENT

Agenda Item No. 6 D

Water leaks- I'm making it the priority right now to repair all known water leaks I want to get out ahead of the Board approving fines to those that are not following the watering schedule.

Lower Elk- We plowed out to lower Elk and everything looks great up there from after this winter.

Water Flows- We are still checking water flows twice a week. Flows are staying steady, but are still much lower than they have been historically.

Budget- We are looking over our end of the year budget. Seeing where we are over and where we are not.

Green Waste- We burned off our piles before we cannot. We did a lot of clean-up down there.

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MCCLOUD COMMUNITY SERVICES DISTRICT
Claim Approval List
For the Accounting Period: 5/23

* ... Over spent expenditure

Claim/	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document #/	Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
11544	Shop Gloves	10 BAXTER AUTO PARTS			62.72						
			1567419419 04/27/23 Shop Nitriile Gloves		15.68		JERRY	1050 403000	400		101000
			1567419419 04/27/23 Shop Nitriile Gloves		15.68		JERRY	1090 403000	400		101000
			1567419419 04/27/23 Shop Nitriile Gloves		15.68		JERRY	2000 403000	400		101000
			1567419419 04/27/23 Shop Nitriile Gloves		15.68*		JERRY	3000 403000	400		101000
			Total for Vendor:		62.72						
			*** Claim from another period (4/23)								
11549	2023 Dump Fees	11 BLACK BUTTE TRANSFER STATION			3,554.40						
			Apr2023 05/03/23 Dump Fees		3,554.40						
			Total for Vendor:		3,554.40						
			*** Claim from another period (4/23)								
11526	TO 4/23/23 AMBULANCE STIPEND SHIFTS	1135 Cindy Miller			220.00						
			4/10-4/23 04/24/23 AMBULANCE STIPEND SHIFTS		220.00						
			Total for Vendor:		220.00						
			*** Claim from another period (4/23)								
11542	Scan Fee - Eli Jones	32 CITY OF MOUNT SHASTA			6.25*						
			139 04/28/23 Live Scan Fee-Eli Jones		6.25						
			139 04/28/23 Live Scan Fee-Eli Jones		6.25						
			139 04/28/23 Live Scan Fee-Eli Jones		6.25*						
			Total for Vendor:		25.00						
			*** Claim from another period (4/23)								
11525	1140 Daniel Fay				385.00						
			4/10/23 to 4/23/23 Ambulance Stipend Shifts		385.00						
			4/10-4/23 04/24/23 AMBULANCE STIPEND SHIFTS		385.00						
			Total for Vendor:		385.00						
			*** Claim from another period (4/23)								
11528	42 DON R ERICKSON OIL				338.59						
			Diesel 85 @ \$3.85		84.64*						
			190096 04/14/23 Dyed Diesel 85 @ \$3.85		84.65						
			190096 04/14/23 Dyed Diesel 85 @ \$3.85		84.65*						
			190096 04/14/23 Dyed Diesel 85 @ \$3.85		84.65*						

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MCICLOUD COMMUNITY SERVICES DISTRICT
Claim Approval List
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* ... Over spent expenditure

Claim/	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document #/	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash
				Line \$								Account
		190096 04/14/23 Dyed Diesel 85 @ \$3.85		84.65			3000		403000	420		101000
		Total for Vendor:		338.59								
		*** Claim from another period (4/23) ****										
11545		1276 FLASHPOINT FIRE EQUIPMENT		956.27								
		Firefighting Equip from Breathing Air Replacement Project 27										
		2304-02 04/05/23 Rapid Deployment Pack		956.27		4036	1040		403000	400	23	101000
		Total for Vendor:		956.27								
		*** Claim from another period (4/23) ****										
11527		1202 Jettus Member		165.00								
		4/10/23 TO 4/23/23 AMBULANCE STIPEND SHIFTS										
		4/10-4/23 04/24/23 AMBULANCE STIPEND SHIFTS		165.00			1040		402000	380	20	101000
		Total for Vendor:		165.00								
		*** Claim from another period (4/23) ****										
11529		1275 JOE BAMBINO		151.20								
		REFUND 4/10/23 PAID UTILITIES-CUSTOMER SOLD HOME. ACCOUNT 70919-00 LOCATED 561										
		WETZEL DRIVE										
		Total for Vendor:		151.20								
		*** Claim from another period (4/23) ****										
11535		449 KEVIN SHEARER, DDS		370.00								
		April 2023 Employee Dental										
		Apr2023 04/20/23 Employee Dental		37.00*			1040		401300	270		101000
		Apr2023 04/20/23 Employee Dental		7.40			1050		401300	270		101000
		Apr2023 04/20/23 Employee Dental		18.50*			1070		401300	270		101000
		Apr2023 04/20/23 Employee Dental		3.70*			1080		401300	270		101000
		Apr2023 04/20/23 Employee Dental		37.00*			1090		401300	270		101000
		Apr2023 04/20/23 Employee Dental		99.90*			2000		401300	270		101000
		Apr2023 04/20/23 Employee Dental		166.50*			3000		401300	270		101000
		Total for Vendor:		370.00								
11541		416 MT SHASTA IT SERVICES		800.00								
		May 2023 IT Services										
		INV-2023 05/01/23 May 2023 IT Services		800.00*			1010		402000	396		101000
		Total for Vendor:		800.00								

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document #/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
11546		141 NAPA AUTO PARTS	12.89						
		Park mower - oil filter	12.89						
		849471 05/02/23 Park mower - oil filter	12.89						
		Total for Vendor:	12.89						
		*** Claim from another period (4/23) ****							
11532		1219 Pace Analytical Services LLC	150.00						
		2022 Drinking Water Monitoring	150.00						
		2303567-28 04/25/23 2 Colliform & E.colli; Env	150.00						
		Total for Vendor:	150.00						
		*** Claim from another period (4/23) ****							
11536		1239 PACE SUPPLY CORP	2,687.15						
		Fund Supplies: Nipples, RIP, Coupling, Galv Mall, Strap Saddle, etc.	2,687.15						
		288557973 04/28/23 Nipples, RIP, Couplings	2,253.02*						
		288557973 04/28/23 Discnt if Pmt by 6/10/23	-45.06*						
		288558021 04/28/23 Galv Mall, Strap Saddle	488.97*						
		288558021 04/28/23 Discnt if Pmt by 6/10/23	-9.78*						
		Total for Vendor:	2,687.15						
		*** Claim from another period (4/23) ****							
11531		120 PACIFIC POWER - 001 7 FIRE	815.33						
		Power	42.73						
		Apr2023 04/18/23 Shop-Area Light	21.36						
		Apr2023 04/18/23 Library-Area Light	45.83						
		Apr2023 04/18/23 Shop	140.22						
		Apr2023 04/18/23 Dist. Office	416.27						
		Apr2023 04/18/23 Fire	71.08						
		Apr2023 04/18/23 Ambulance	77.84						
		Apr2023 04/18/23 Library	815.33						
		Total for Vendor:	815.33						
		*** Claim from another period (4/23) ****							
11539		140 SDRMA	1,000.00						
		Deductible-from auto accident w/ fire truck in January that happened by Ski Park	1,000.00*						
		AD22230091 01/02/23 Deductible-accident w/fire	1,000.00						
		Total for Vendor:	1,000.00						

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MCCLLOUD COMMUNITY SERVICES DISTRICT
Claim Approval List
For the Accounting Period: 5/23

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* ... Over spent expenditure

Claim/	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
11534		169 SOLANOS HOME IMPROVEMENT CNTR		517.01						
		Wood, Screws, Trim Supplies, Shop-Palm Dipped Gloves, Water Pressure Guage								
		260257 04/25/23 Ratchet Strap, Screws		97.69*		242	1010 403000	400		101000
		260257 04/25/23 Lumber for Building		77.95*		242	1010 403000	510		101000
		260257 04/25/23 Lumber, trim for repairs		120.06		242	1050 403000	400		101000
		781396 04/25/23 Copper Coil (Supplies)		60.33*		242	3000 403000	400		101000
		781396 04/25/23 Lumber for FireHse Repair		122.92		242	1040 403000	510		101000
		313908 04/27/23 Shop-Palm Dipped Gloves		6.59		243	1050 403000	400		101000
		313908 04/27/23 Shop-Palm Dipped Gloves		6.59		243	1090 403000	400		101000
		313908 04/27/23 Shop-Palm Dipped Gloves		6.59		243	2000 403000	400		101000
		781532 04/27/23 200 PSI 1/4 Pres. Guage		11.69*		3514	3000 403000	400		101000
11543		169 SOLANOS HOME IMPROVEMENT CNTR		130.52						
		Park-Push Couplings & Elbow; Water-Flaring Tool & Compression Union, Doug Fir								
		314158 05/01/23 Push Coupling & Elbow		33.50		3513	1070 403000	400		101000
		314158 05/01/23 Flaring Tool & Cmpres Union		71.67*		3513	3000 403000	400		101000
		314250 05/03/23 3/4" Push Coupling		12.75		3516	1070 403000	400		101000
		260480 05/03/23 2x6x10 Doug Fir		12.60		3517	1050 403000	400		101000
		Total for Vendor:		647.53						
		*** Claim from another period (4/23) ****		316.75						
11540		153 SOUSA READY MIX		325.86*						
		Base Rock for Sea Container								
		1335895 04/20/23 Base Rock for Sea Container		-9.11*		3515	1010 403000	400		101000
		1335895 04/20/23 if pd by 15th of Mo		316.75						
		Total for Vendor:		316.75						
		*** Claim from another period (3/23) ****		548.01						
11530		156 SNAPLES		324.27*						
		Office Supplies 3/17/23 - 4/13/23								
		3243682051 03/17/23 10 3Rings, File Folder, Ha		34.72*		1010	403000	410		101000
		3250426401 03/30/23 Note Book, Insertable Tabs		189.02*		1010	403000	410		101000
		3257373041 04/13/23 Copy Paper, Post It Notes		548.01		1010	403000	410		101000
		Total for Vendor:		548.01						

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McCLOUD COMMUNITY SERVICES DISTRICT
Claim Approval List
For the Accounting Period: 5/23

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* ... Over spent expenditure

Claim/	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document #/	Line \$	Disc \$	PO #	Fund	Org Acct	Object	Proj	Cash Account
11537	2023	345 US BANK EQUIPMENT FINANCE	Richoe Copier Lease		410.13**			1010	403000	410		101000
April	499627743	04/20/23	Richoe Copier	4/14/23-5/14/2	29.74*			1010	403000	410		101000
	499627743	04/20/23	SalesUse Tax	5/14/23	41.01*			1010	403000	410		101000
	499627743	04/20/23	Late Charge	3/19/23 USPO de	328.03*			1010	403000	410		101000
	499627743	04/20/23	SalesUse Tax	3/14/23	23.78*			1010	403000	410		101000
			Total for Vendor:		832.69							
			*** Claim from another period (4/23) *****									
11547	1240	VALLEY PACIFIC PETROLEUM	Fire Eng 1712	4/27/23	469.61			1040	403000	420		101000
Veh	4/16-4/30/23		Fire Rdtahoe	4/20/23	25.46			1040	403000	430		101000
	CL23622350	04/30/23	SilverFord	4/24/23	20.78			1050	403000	430		101000
	CL23622350	04/30/23	SilverFord	4/24/23	20.78*			1090	403000	430		101000
	CL23622350	04/30/23	SilverFord	4/24/23	20.76			2000	403000	430		101000
	CL23622350	04/30/23	Elit's Pers Veh-Rdgy, Water		23.13			3000	403000	430		101000
	CL23622350	04/30/23	Elit's Pers Veh-Rdgy, Water		26.20			3000	403000	430		101000
	CL23622350	04/30/23	Side Loader	4/24/23	155.38			1090	403000	420		101000
	CL23622350	04/30/23	Medic 17	4/20/23	84.37			1040	403000	420	20	101000
	CL23622350	04/30/23	Fire Squad	1746 4/27/23	44.08			1040	403000	420		101000
			Total for Vendor:		469.61							
			# of Claims		22							
			Total:		14,508.14							
			# of Vendors		21							

MCCLLOUD COMMUNITY SERVICES DISTRICT
Fund Summary for Claims
For the Accounting Period: 5/23

Fund/Account	Amount
1010 GENERAL	
101000 Operating Cash	\$2,901.87
1040 FIRE	
101000 Operating Cash	\$3,555.34
1050 ALLEYS	
101000 Operating Cash	\$274.00
1060 LIGHTS	
101000 Operating Cash	\$2.70
1070 PARKS	
101000 Operating Cash	\$77.64
1080 LIBRARY	
101000 Operating Cash	\$102.90
1090 REFUSE	
101000 Operating Cash	\$3,914.73
2000 SEWER	
101000 Operating Cash	\$289.85
3000 WATER	
101000 Operating Cash	\$3,389.11
Total:	\$14,508.14

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MCCLOUD COMMUNITY SERVICES DISTRICT
Claim Approval Signature Page
For the Accounting Period: 5 / 23

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The foregoing claims are approved for payment in the manner provided by Resolution #3, dated November 8, 1965."

Prepared by: Keith Anderson
Reviewed by: _____

Claims Total: \$14,508.14
Signature #2

Signature #4

Signature #3 _____

Signature #5 _____

This agreement is entered into on this 1st day of July, 2023 between County Service Area No. 4 (CSA-4) – Greater McCloud Fire and Emergency Response Zone (“GMFZ”), a special District formed under the laws of the State of California and the McCloud Community Services District – McCloud Fire Department (“Department”), a community services district formed under the laws of the State of California, collectively, the “Parties” and individually a “Party”, for the purpose of providing emergency response services within the Greater McCloud Fire and Emergency Response Zone.

1. DEFINITIONS

- A. McCloud Community Services District: The district and governmental entity of McCloud.
- B. Emergency Response Service: Services required to obtain, furnish, operate, and maintain fire suppression equipment, apparatus, and related services for the protection of life and property.
- C. Fire Chief: Fire Chief of the McCloud Fire Department.
- D. Fire Warden: The Siskiyou County Fire Warden serves as the Department Head of CSA-4 and Fire Chief of the McCloud Fire Zone.
- E. Greater McCloud Fire and Emergency Response Zone (GMFZ): The area established by the County of Siskiyou, Board of Supervisors Resolution Number 94-175 to provide emergency response service for the protection of life and property.

2. RESPONSIBILITIES AND RIGHTS

- A. Department shall provide emergency response service to the unincorporated area of the GMFZ as depicted in Attachment 1, attached hereto and incorporated herein, as follows:
 - 1) Structure Fires, Commercial and Residential: Department will provide one (1) engine to all Structure Fires.
 - 2) Vehicle Fires, Passenger or Commercial: Department will provide one (1) engine to all Vehicle Fires.
 - 3) Traffic Collisions/Traffic Collisions with extrication or fire: Department will provide one (1) engine or one (1) rescue with extrication equipment to all Traffic Collisions.
 - 4) Medical Aid: Department will provide one (1) engine or one (1) rescue or one (1) ambulance to all Medical Aids.
 - 5) Public Assist: Department will provide one (1) engine or one (1) rescue to all Public Assists.
 - 6) Fire/Menace/Stand-By: Department will provide one (1) engine or one (1) rescue to all Fire/Menace/Stand-By incidents.
 - 7) Water/Low Angle Rescues: Department will provide one (1) engine or one (1) rescue to all Water/Low Angle Rescues.
 - 8) Hazardous Materials Incidents: Department will provide one (1) engine or one (1) rescue to all Hazardous Materials incidents.
- B. Department shall be responsible to ensure that responding personnel are provided protective clothing and equipment as required by California Code of Regulations, Title 8, Section 3410, Article 10.1, Section 3401, et. Seq.
- C. Department shall be responsible to ensure that the responding equipment and personnel meet the minimum typing standards of the National Wildfire Coordinating Group.

- D. Department fire personnel shall train regularly on standard operating procedures and to maintain operational efficiency. See Performance Standards, Section 16.
- E. Department will maintain training qualification standards, licenses and records. Department personnel will only perform to their level of certification.
- F. When any significant change occurs to the Departments available equipment and/or personnel which may last more than thirty (30) days, the Department shall notify the Fire Warden in writing.
- G. Department will utilize the Yreka Interagency Command Center (YICC) for command, control and as the single ordering point for all emergencies within the County of Siskiyou.
- H. Department will follow standard operating procedures outlined in SKU ECC Dispatching SOP and Frequency Management procedure document.
- I. Department shall be responsible for completing all incident reports as required by California Health and Safety Code 13110.5 using the system of record.
- J. Department may utilize the GMFZ facility, equipment, and infrastructure to support emergency response services provided to the area.
- K. GMFZ shall maintain the facility, equipment, and infrastructure in support of emergency response services.

3. COMPENSATION

- A. \$2,500.00 per month, not to exceed \$30,000.00 each fiscal year.
- B. Paid to the Department on a quarterly basis, in arrears, for services rendered during the periods of:
 - 1) July 1 through September 30
 - 2) October 1 through December 31
 - 3) January 1 through March 31
 - 4) April 1 through June 30

4. TERM OF AGREEMENT

This agreement shall commence as of July 1, 2023 and shall end June 30, 2024.

5. TERMINATION OF AGREEMENT

- A. If either Party materially fails to perform its responsibilities under this agreement, or if either Party fails to fulfill in a timely and professional manner its responsibilities under this agreement, or if either Party violates any of the terms or provisions of this agreement, then the other Party shall have the right to terminate this agreement for cause effective immediately upon the giving written notice thereof.
- B. Either Party may terminate this agreement without cause upon 30 days' written notice to other Party.
- C. GMFZ's right to terminate this agreement may be exercised by the Fire Warden or his/her designee.
- D. Department's right to terminate this agreement may be exercised by the Fire Chief or his/her designee.

6. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Parties shall be entitled to no other benefits other than those specified herein. Parties specifically acknowledge that in entering into and executing this agreement, Parties rely solely upon the provisions contained in this agreement and no others.

- B. No changes, amendments or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement may be agreed to in writing between both Parties, provided that the amendment is in substantially the same format as the GMFZ's standard format amendment.
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

7. **NONASSIGNMENT OF AGREEMENT; NON-WAIVER**

Since this agreement is intended to secure the specialized services of each of the Parties to this agreement, neither Party may assign, transfer, delegate, or sublet any interest herein without the prior written consent of the other Party. The waiver by Parties of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

8. **EMPLOYMENT STATUS OF PARTIES**

Each of the Parties to this agreement shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a separate legal entity, or to allow either Party to exercise discretion or control over the professional manner in which the other Party performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by each of the Parties shall be provided in a manner consistent with the professional standards applicable to such work or services in the state of California. No additional benefits arise due to participation in assistance under this agreement.

9. **MUTUAL INDEMNIFICATION**

The Parties shall defend, indemnify, and hold harmless each other, their respective elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorneys' fees of a Party and counsel retained by a Party, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by any person employed by either Party, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the respective Party, its officials, officers, employees, agents, or volunteers. There shall be no liability imposed on any Party or its personnel for failure to respond to requests for aid. All damages or repairs to any equipment or apparatus that occur in the normal operation during the provision of aid under this Agreement shall be the responsibility of the owner jurisdiction. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

10. **INSURANCE**

The Parties either carry commercial insurance or are self-insured public entities. Each Party will maintain General Liability, Property and Workers' Compensation Insurance coverage through its self-insured program. The Parties either carry commercial insurance or are self-insured for Automobile Liability.

11. NOTICE OF CLAIM/APPLICABLE LAW/VENUE

- A. If any claim for damages is filed with Department or if any lawsuit is instituted concerning Department's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect GMFZ, Department shall give prompt and timely notice thereof to GMFZ. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. If any claim for damages is filed with GMFZ or if any lawsuit is instituted concerning GMFZ's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect Department, GMFZ shall give prompt and timely notice thereof to Department. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit.
- C. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall venue in the County of Siskiyou.

12. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

- A. Parties shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes that relate to the work or services to be provided pursuant to this agreement.
- B. Parties shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Parties represent that they are in compliance with and agree that they shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the California Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

13. ACCESS TO RECORDS; RECORDS RETENTION.

County, federal, and state officials shall have access to any book, documents, papers, and records of the Department that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of the Department or GMFZ. Except where longer retention is required by federal or state law, the Department shall maintain all record for five years after GMFZ makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement. Department and GMFZ shall maintain appropriate records to insure proper documentation pertaining to the work performed or the services provided pursuant to this agreement. Access to these records shall be provided during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement. Department agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement.

14. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

Department's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Department's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Department's failure to cure such default within 90 days of notice by GMFZ shall be grounds of termination of this agreement.

15. LICENSES AND PERMITS

Department, their officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Siskiyou, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by either Party.

16. PERFORMANCE STANDARDS

Department shall perform the services required by this agreement in accordance with the industry and/or professional standards applicable to Parties' services to be evaluated by the Fire Warden.

17. CONFLICTS OF INTEREST

Department's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

18. NOTICES

A. Any notices required or permitted pursuant to the terms and provisions of this agreement shall be in writing and shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing:

If to GMFZ: County of Siskiyou
 Fire Warden
 1809 Fairlane Road
 P.O. Box 128
 Yreka, CA. 96097

If to Department: McCloud Community Services District
 Fire Chief and General Manager
 220 W. Minnesota Avenue
 P.O. Box 640
 McCloud, CA. 96057

B. Written notice shall be deemed to be effective upon personal delivery, or if sent by first class mail, postage prepaid, three days after the date of mailing.

19. AGREEMENT PREPARATION

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the California Civil Code.

20. COMPLIANCE WITH POLITICAL REFORM ACT

Parties shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of the Parties to disclose financial interests and to recuse from influencing any Parties' decision which may affect Parties' financial interests. If required by the County's Conflict of Interest Code, Parties shall comply with the ethics training requirements of California Government Code sections 53234, *et seq.*

21. SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or county ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

22. USE OF PROPERTY

Department shall not use GMFZ premises or property (including equipment, instruments and supplies) for any purpose other than in the performance of Department's obligations under this agreement.

23. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS, WHEREOF, the Parties have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY SERVICE AREA NO. 4

Date: _____

ED VALENZUELA
Chair, County of Siskiyou Service Area No. 4

MCCLLOUD COMMUNITY SERVICES DISTRICT

Date: _____

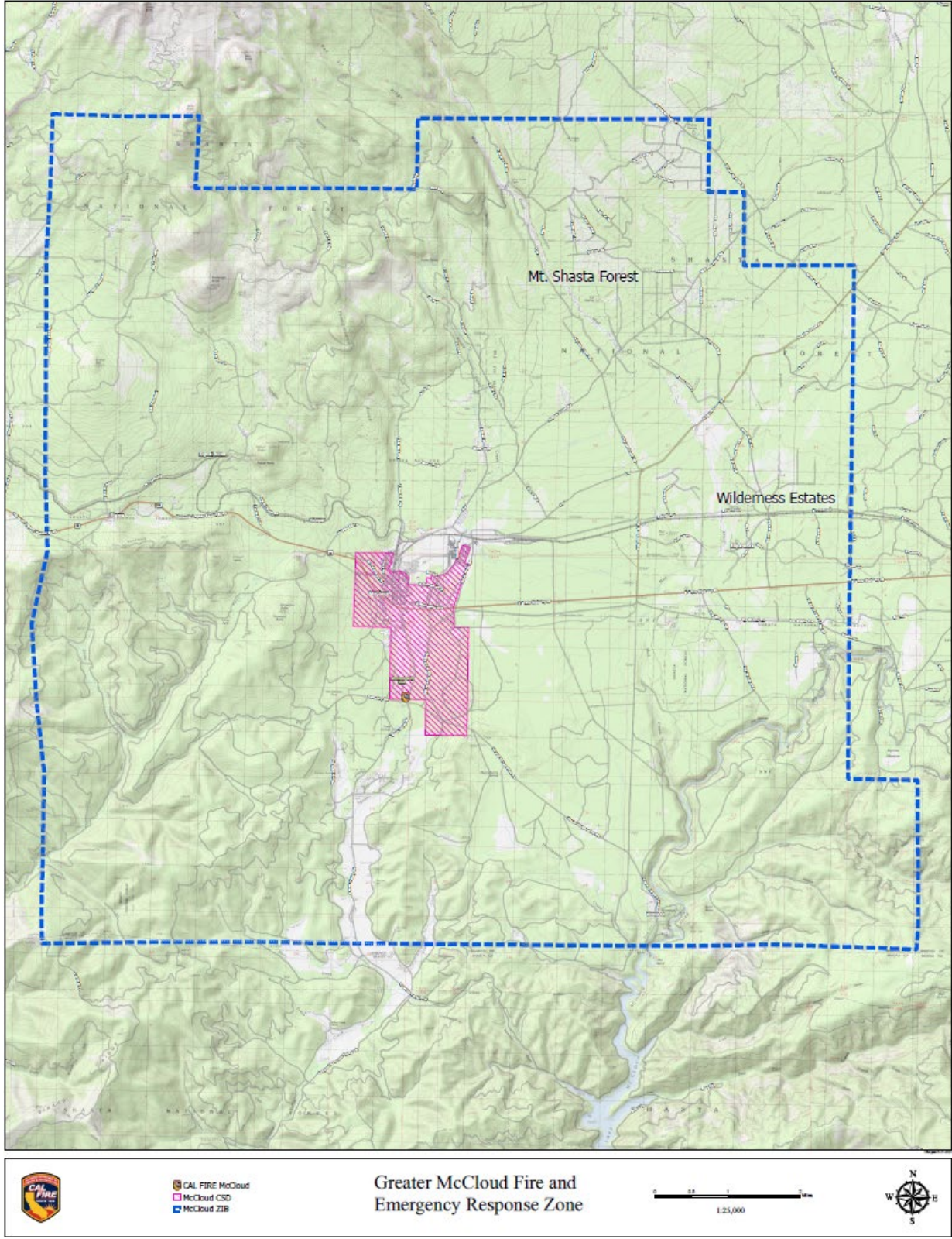
MICK HANSON
President, Board of Directors

Attest:
LAURA BYNUM
Clerk, County of Siskiyou Service Area No. 4

By: _____

Fund: 2552 Org: 204036 Account: 723000 McCloud

ATTACHMENT 1





McCloud Fire Department
 P.O. Box 640 McCloud, Ca 96057
 Office (530) 964-2017 / Cell Phone: 530-713-9072
 Darrell "Charlie" Miller Fire Chief



To: McCloud Community Services District Board

From: Fire Chief Charlie Miller

Date: 4/25/2023

RE: McCloud Fire Department Responses to the Greater McCloud Fire and Emergency Response Zone (GMFZ)

FY 22/23 Response Report. A total of 21 responses into the ZIB area. as of 4/25/2023

FY 22/23 1st Qtr.

Answer: Yes		
2022-22166	07/13/2022	Forest, woods or wildland fire
2022-22172	07/22/2022	Motor vehicle accident with no injuries.
2022-22174	07/24/2022	EMS call, excluding vehicle accident with injury
2022-22194	08/03/2022	Forest, woods or wildland fire
2022-22222	09/05/2022	Rescue, EMS incident, other
2022-22228	09/13/2022	Road freight or transport vehicle fire
2022-22231	09/16/2022	Road freight or transport vehicle fire
Total incidents: 7		

FY 22/23 2nd Qtr.

Answer: Yes		
2022-22241	10/02/2022	Natural vegetation fire, other
2022-22242	10/08/2022	Emergency medical service, other
2022-22247	10/13/2022	Gas leak (natural gas or LPG)
2022-22275	11/24/2022	Emergency medical service, other
2022-22277	11/27/2022	EMS call, excluding vehicle accident with injury
2022-22291	12/14/2022	EMS call, excluding vehicle accident with injury
Total incidents: 6		

FY 22/23 3rd Qtr.

Answer: Yes		
2023-7	01/04/2023	EMS call, excluding vehicle accident with injury
2023-38	02/13/2023	Assist invalid
2023-42	02/15/2023	EMS call, excluding vehicle accident with injury
2023-44	02/16/2023	System malfunction, other
2023-063	03/22/2023	Building fire
Total incidents: 5		

FY 22/23 4th Qtr. to 4/25/23

Answer: Yes		
2023-67	04/02/2023	EMS call, excluding vehicle accident with injury
2023-68	04/02/2023	Motor vehicle accident with injuries
2023-79	04/20/2023	EMS call, party transported by non-fire agency
Total incidents: 3		



McCloud Fire Department

P.O. Box 640 McCloud, Ca 96057
Office (530) 964-2017 / Cell Phone: 530-713-9072
Darrell "Charlie" Miller Fire Chief



FY 21/22 Response Report. A total of 21 responses into the ZIB area.

FY 21/22 1st Qtr.

Answer: Yes		
2021-2021140	07/11/2021	Forest, woods or wildland fire
2021-2021152	07/17/2021	Smoke scare, odor of smoke
2021-2021158	07/23/2021	EMS call, excluding vehicle accident with injury
2021-2021164	07/31/2021	EMS call, excluding vehicle accident with injury
2021-2021174	08/05/2021	Motor vehicle accident with no injuries.
2021-2021180	08/09/2021	No incident found on arrival at dispatch address
2021-2021195	08/26/2021	Assist police or other governmental agency
		Total incidents: 7

FY 21/22 2nd Qtr.

Answer: Yes		
2021-2021224	10/03/2021	EMS call, excluding vehicle accident with injury
2021-2021270	12/03/2021	EMS call, excluding vehicle accident with injury
2021-2021291	12/22/2021	Motor vehicle accident with no injuries.
2021-2021299	12/26/2021	EMS call, excluding vehicle accident with injury
		Total incidents: 5

FY 21/22 3rd Qtr.

Answer: Yes		
2022-22018	01/31/2022	EMS call, excluding vehicle accident with injury
2022-22027	02/13/2022	EMS call, party transported by non-fire agency
		Total incidents: 2

FY 21/22 4th Qtr.

Answer: Yes		
2022-22067	04/02/2022	Dispatched & cancelled en route
2022-22070	04/07/2022	Motor vehicle accident with injuries
2022-22103	05/14/2022	Emergency medical service, other
2022-22104	05/17/2022	Emergency medical service, other
2022-22110	05/23/2022	EMS call, excluding vehicle accident with injury
2022-22111	05/24/2022	EMS call, excluding vehicle accident with injury
2022-22117	05/29/2022	Emergency medical service, other
		Total incidents: 7



McCloud Community Services District

220 West Minnesota Avenue P.O. Box 640 McCloud, California 96057
Phone (530) 964-2017 Fax (530) 964-3175 e-mail mcsd@ci.mccloudcsd.ca.us

Mandatory Water Rationing 2023

As of April 28th 2023 Our springs flows have not improved to lift Mandatory Water Rationings for the 2023 year This year we will have a water Conservation program that was passed as Ordinance # 30 by our MCS D Board of Directors. Ordinance # 30 has 4 different stages, the stage will be decided on by a Board approved decision and the Boards decision will be influenced by the available spring flows and towns water usage. **New & Important!** Ordinance # 30 states that after a first warning there will be fines attached to your bill if you are not following the guidelines for watering. For more information, please read and understand the MCS D Ordinance # 30 if you have any questions, please contact the MCS D office.

All MCS D customers must limit outdoor irrigation of ornamental landscapes or grass with potable water to no more than three (3) days per week, before 10 a.m. and after 7:00 p.m. on the following schedule: - Please use only what is needed!

- If your address ends in an **EVEN** number, you may water on *Monday* and/or *Wednesday* and/or *Saturday* before **10:00 a.m.** and after **7:00 p.m.**
- If your address ends in an **ODD** number, you may water on *Tuesday* and/or *Thursday* and/or *Sunday* before **10:00 a.m.** and after **7:00 p.m.**

***This regulation applies to ornamental landscape and grass ONLY. It DOES NOT apply to the irrigation of vegetable gardens, fruit trees, etc.**

*This is **Not** a ration being issued by the State of California Water Resources regulatory agency.*

This is being implemented by the MCS D based on facts and truths regarding our spring flows and the need to have adequate water supply for our community and fire suppression needs. This year 2023, and the last two last year's 2022 & 2021, our springs are producing notably less water than normal when comparing previous years usage and flows reports. When everyone is watering at the same time, we currently can use more than the springs can produce. Last October Intake springs were producing approximately 900 gallons a minute and the combined Elk Springs were producing approximately 1200 Gallons a minute. Over the winter they decreased and are currently as of May 1st 2023 only producing 672 GPM @ Intake springs and the combined Elks Springs @ 757 GPM. When the town is watering it has been known to use more than



McCloud Community Services District

220 West Minnesota Avenue P.O. Box 640 McCloud, California 96057
Phone (530) 964-2017 Fax (530) 964-3175 e-mail mcsd@ci.mccloucdcsd.ca.us

3,000gpm. It is important not to overuse or abuse our privilege to water, if we cannot support 3 days a week the board may need to decide to limit our water usage to less than 3 days a week.

The way our water system works is that our springs flow into our tank and any water that is not used overflows back into Squaw Creek. If we are using more than the springs produce, we are using our water tanks reserves. The towns 1.2 MG tank takes precious time to refill. The less water we use in town, the faster than the tank can fill if it needs to. Our average fire hydrant can produce 1,500 gallons of water a minute. A 20'x 60' house requires 400 GPM to fight fire if its fully involved. With this fire season just starting we need to ration our water and prepare immediately. We are requesting your help!

You can assist the rest of your community by only watering on the days and times specified in this notice. If there are any other activities that you can voluntarily ration regarding water use, please do so.

The following activities regarding water use are prohibited.

- Irrigation with potable water of ornamental turf on public street medians is prohibited; and
- Using potable water to wash sidewalks and driveways.
- Allowing runoff when irrigating with potable water.
- Using hoses with no shutoff nozzles to wash cars.
- Using potable water in decorative water features that do not recirculate the water.
- Irrigating outdoors during and within 48 hours following measurable rainfall.

If you have any questions or concerns regarding the availability of water, please feel free to contact the General Manager at the McCloud Community Services District office.

We will also update any changes regarding permissible use on our website and on Facebook.

The majority of our community did a great job last year following these mandatory emergency water conservation regulations, with minimal need for MCS D staff time having to remind individual residences. **Thank you!**

We look forward to the day we can inform you that this mandatory water rationing is no longer required.

Thank you again in advance for understanding how serious this is.

Amos McAbier, General Manager



McCloud Community Services District

220 West Minnesota Avenue P.O. Box 640

McCloud, California 96057

Phone (530) 964-2017 Fax (530) 964-3175 e-mail mcsd@ci.mccloudcsd.ca.us

Ordinance No. 30

Adopted by the MCS D on March 13th, 2023

Adopting an Emergency Drought Water Program

WHEREAS, conservation of current water supplies and minimization of the effects of water supply shortages that are the result of an emergency drought or necessity in order to prevent water contamination are essential to the public health, safety and welfare; and

WHEREAS, regulation of the time of certain water use, manner of certain water use, design of rates, method of application of water for certain uses, installation and use of water-saving devices, provide an effective and immediately available means of conserving water; and

WHEREAS, California Water Code sections 375 et seq. authorize water suppliers to adopt and enforce an emergency drought water program; and

WHEREAS, adoption and enforcement of an Emergency Drought water program will allow the McCloud Community Services District to delay or avoid implementing measures such as water rationing or more restrictive water use regulations pursuant to a declared water shortage emergency as authorized by California Water Code sections 350 et seq.; and

WHEREAS, pursuant to Water Code section 376 and Government Code 6061, the MCS D must publish in a newspaper of general circulation any ordinance or resolution adopting an Emergency Drought Water Program within 10 days after its adoption; and

WHEREAS, on July 16th, 2023, the MCS D declared the existence of a local water emergency; and

WHEREAS, on February 13th, 2023, the MCS D held a public hearing and made appropriate findings of necessity for the adoption of an Emergency Drought Water Program; and

WHEREAS, Water Code 377 establishes that, from the publication of an ordinance or resolution pursuant to Section 376 until the repeal of the ordinance or end of the emergency, it is a misdemeanor

punishable by up to 30 days in county jail and/or a fine of up to \$1,000 for any person to violate a requirement of the Emergency Drought Water Program: and

WHEREAS, this ordinance will provide guidance for the MCSD to manage water supply and demand within all areas supplied water by the MCSD in the event of a water supply disruption due to drought, earthquake, fires or other natural disasters or emergencies. It addresses progressive situations, such as those that are weather-related where conditions may change over time, and more immediate situations, such as facility emergencies like a pipeline break. The MCSD has primary responsibility for administering and implementing this ordinance; and

WHEREAS, the Emergency Drought Water Program measures and sets progressive restrictions on water use and method of use identified by this ordinance provide certainty to water users and enable MCSD to control water use, provide water supplies, and plan and implement water management measures in a fair and orderly manner for the benefit of the public.

NOW, THEREFORE, BE IT ORDAINED by the MCSD, as follows:

1. This ordinance is effective 30 days after its adoption or as otherwise established by State law; and
2. Pursuant to Water Code section 376 and Government Code 6061, the MCSD shall publish in a Newspaper of general circulation this ordinance adopting an Emergency Drought Water Program within ten (10) days after its adoption; and
3. This ordinance establishes water management requirements necessary to conserve water, enable effective water supply planning, assure reasonable and beneficial use of water, prevent waste of water, prevent unreasonable use of water, prevent unreasonable method of use of water within the MCSD in order to assure adequate supplies of water to meet the needs of the public, and further public health, safety, and welfare, recognizing that water is a scarce natural resource that requires careful management not only in times of drought, but at all times; and
4. This Ordinance establishes four (4) levels of Emergency Drought response actions to be implemented in times of shortage, with increasing restrictions on water use in response to intensifying drought conditions and decreasing available supplies; and determine by demand and availability with respect to environmental integrity, and when to move to next level if previous level is not sufficient; and

5. The Board of Directors will determine the level of the Emergency Drought response needed and will direct the General Manager to publish notifications on the MCSD website, bills, Facebook, and post notices in the

community. Mandatory conservation measures would take effect within 10 days after declaration of the response level is published. In emergency situations, notice will be given by door-to-door delivery within three days after declaration of the response level is made, and

6. **During a Level One (1) Emergency Drought Response Condition**, MCSD will increase its Public education and outreach efforts to emphasize increased public awareness of the need to implement the following water conservation practices:

- a.) Stop washing down paved surfaces, including but not limited to sidewalks, driveways, parking lots, tennis courts, or patios, except when it is necessary to alleviate safety or sanitation hazards.
- b.) Wash vehicles using a bucket and a handheld hose with positive shut-off nozzle, mobile high pressure/low volume wash system, or at a commercial site that recirculates water on-site. Avoid washing in hot conditions when additional water is required due to evaporation.
- c.) Irrigate residential and commercial landscape before 10 am or after 7 pm only. Outdoor irrigation shall be limited to three (3) days a week, with specific days to be designated by the General Manager or Board of Directors.
- d.) Use recirculated water to operate ornamental fountains.
- e.) Serve and refill water in restaurants and food service establishments only upon request.
- f.) Repair all water leaks within five (5) days of notification by the MCSD unless other arrangements are made with the General Manager.
- g.) Use recycled or non-potable water for construction purposes when available.
- h.) No landscape irrigation during or within 24 hours of rain.
- i.) Draining and refilling of private swimming pools is prohibited unless necessary for public health and safety and approved by the General Manager.

7. **During a Level two (2) Emergency Drought Response Condition**, all persons using MCSD water shall comply with level one (1) Emergency Drought Response water conservation practices during a level two (2) Emergency Drought Alert, and shall also comply with the following additional mandatory conservation measures:

- a.) The General Manager shall continue all public information actions specified for Stage one (1) but shall request that customers immediately reduce their usage.
- b.) Irrigate residential and commercial landscape before 10 am or after 7 pm only. Outdoor irrigation shall be limited to two (2) days a week, with specific days to be designated by the Board of Directors.

8. **During a Level Three (3) Emergency Drought Response: "Drought Critical Condition,"**

All persons using MCSD water shall comply with level one (1) and level two (2) Emergency Drought Response water conservation practices during a Level three (3) Emergency Drought Alert, and shall also comply with the following additional mandatory conservation measures:

- a.) The General Manager shall continue all public information actions specified for Stage one (1) and two (2) but shall request that customers immediately reduce their usage.
- b.) Irrigate residential and commercial landscape before 10 am or after 7 pm only. Outdoor irrigation shall be limited to one (1) day a week, with specific days to be designated by the General Manager or Board of Directors.
- c.) The use of fountains or other decorative water features is prohibited unless necessary as habitat for aquatic pets, in which case recirculating water shall be permitted.

9. **During a Level Four (4) Emergency Drought Response "Drought Emergency"**

All persons using MCSD water shall comply with Levels one (1) through three (3) Emergency Drought Response water conservation practices during a Level Four (4) Emergency Drought Alert, and shall also comply with the following additional mandatory conservation measures:

- a.) The General Manager shall continue all public information actions specified for Stages one (1), two (2) and three (3), but shall request that customers immediately reduce their usage.
- b.) All residential, commercial, and industrial outdoor irrigation is prohibited.

10. **Determination and Declaration of Emergency Drought Stages/Levels**

The General Manager shall review and analyze all available water supply data and shall regularly report findings to the Board of Directors during Emergency Drought stages one (1) through four (4.)

The Board of Directors shall declare the existence of an Emergency Drought Stages 1 through 4 conditions by Resolution adopted at a regular, special, or emergency public meeting.

11. Fines and Penalties

1.) *Violations.* Pursuant to Section 377 of the Water Code, violation of this ordinance may be prosecuted as a misdemeanor, punishable by imprisonment in the County jail for no more than thirty (30) days or by fine not exceeding \$1,000, or by both. In addition to the Water Code penalties, violations of this ordinance may result in the imposition of fines and restriction by the General Manager or designee as set forth below:

A.) First Violation, Notice of Violation and Warning of Penalties, a written warning accompanied by a copy of this ordinance, delivered by certified U.S. Mail and hand delivered or posted on customer's door.

B.) Second Violation (within one year of the date of the last violation) A fine of \$100.00.

C.) Third Violation (within one year of the date of the last violation) A fine of \$500.00.

D.) Fourth and subsequent Violations (within one year of the date of the last violation) A fine of \$1,000.00.

Before imposing the fines authorized by this section, the General Manager or designee shall provide notice and an opportunity for a hearing. The General manager shall initiate the process to impose a fine by sending a written complaint to the customer at least 30 days before the hearing of the complaint. The complaint shall state the basis for the proposed fine.

2.) *Fines, additional charges.* Any fine hereunder shall be in addition to the basic water rates and other charges for the account and shall appear on and be payable with the billing statement for the period during which the violation occurred; nonpayment shall be subject to the same remedies available for non-payment of basic water rates.

12. Effective Dates and Publication

This ordinance was adopted pursuant to Section 375 of the Water Code. This ordinance shall take effect immediately pursuant to the provisions of Section 376 (a) of the Water Code. Pursuant to Water Code Section 376 and Government Code 6061, the Secretary of the Board shall publish in a newspaper of general circulation this ordinance, or summary thereof, adopting a water conservation program within 10 days after its adoption.

Passed and adopted this 13th day of March, 2023 by the following vote:

AYES: 5

NOES: 0


ABSTAIN: 0

ABSENT: 0



Mick Hanson, Board President

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE BOARD OF DIRECTORS.



Sarah Roberts, District Secretary

McCLOUD COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Purpose of Board Policies
POLICY NUMBER: 1000
ADOPTED: November 12, 2002
REVISED: December 10, 2007
REVIEWED: 01/09/14, 01/09/19, 09/08/21, 5/2/23

1000.10 The McCloud Community Services District shall maintain a Policy and Procedure Manual that shall govern District operations. Contained ~~herein~~ within shall be a comprehensive listing of the Board's current policies enacted by the Board from time to time. The manual of policies will serve as a resource for directors, staff and members of the public in determining the manner in which matters of District business are to be conducted.

1000.20 If any policy or portion of a policy contained ~~herein~~ within is in conflict with rules, regulations or legislation having authority over the McCloud Community Services District, said rules, regulations or legislation shall prevail.

McCLOUD COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: POLICY Miscellaneous Fee Schedule
NUMBER: 1060
ADOPTED: January 27, 2003
REVIEWED: 01/13/15; 06/09/15; 09/13/16; 10/11/16; 08/08/17; 06/13/19; 07/11/19; 12/10/19;
REVISED: 5/2/23
09/22/14; 02/23/15; 07/13/15; 10/10/16, 11/14/16, 09/11/17; 07/08/19;
08/12/19; 01/27/20; 03/23/20; 05/11/20; 02/22/21, 03/22/21, 02/14/22

1060.10 The Board of Directors of the McCloud Community Services District shall, in conjunction with adoption of the annual budget and, as needed from time to time, adopt this Miscellaneous Fee Schedule in accordance with law and Board Policy 1010.

MCS D Labor Charges

All District Staff ~~\$42.00~~**\$60.00**/Hour During Business Hours, Per Person, 15 Min Increments

~~\$63.00~~**\$90.00**/Hour After-Hours Business Rate, Per Person, Min. 2 hrs.

MCS D Equipment Charges

Backhoe	\$75.00/Hour
Dump Truck with or without Plow	\$150.00/Hour
Front Loader	\$180.00/Hour
RT-12 Trencher	\$100.00/Hour
RT- 45 Trencher	\$150.00/Hour
Directional Drill Machine	\$5,000.00/Day
Sewer Vac & Trailer	\$140.00/Hour

All equipment is rented with MCS D personnel and will incur additional staff costs.

Monthly Service Charges

Alleys	\$ 7.40/Household Equivalent
Streetlights	\$ 2.70/Household Equivalent
Water	\$ 56.50 \$58.50 /Household Equivalent
Sewer	\$ 54.00 \$56.00 /Household Equivalent
Refuse	\$ 33.00 \$34.00 /Household Equivalent

Monthly dumpster rates for Commercial Customers

		(multiplier)
2 yards	twice a week pick up	\$356.40 \$367.20 (10.80)
2 yards	once a week pick up	\$178.20 \$183.60 (5.4 HE)
1.5 yard	twice a week pick up	\$267.30 \$275.40 (8.10 HE)
1.5 yard	once a week pick up	\$133.65 \$137.70 (4.05 HE)
1 yard	twice a week pick up	\$178.20 \$183.60 (5.4 HE)
1 yard	once a week pick up	\$ 89.10 \$91.80 (2.7 HE)

New Services

Water Service Connection Fee	\$5,000/Household Equivalent
Water Service Fee	Based on line size (Ordinance 27)
Water Service New Service Installation	At Cost of Materials, Labor, Equipment Used
Standard Residential Sewer Connection Fee	\$4,950/Household Equivalent
Non-Residential Sewer Connection Fee	\$4,950/Household Equivalent Based on fixture count user classifications (Ordinance 15)

Contingent Assessments

The rate will be calculated by the District's bond administrator upon creation of each new lot.

Additional and Bulk Refuse Collection

Bear Proof Can Pick Up	\$15.44 per month	Additional fee
Dumped Over Trash Pick-up	\$42.00 \$60.00	Additional fee During Business Hours
Dumped Over Trash Pick-up	\$126.00 \$180.00	Additional fee After Hours

Special Bulk Refuse Collections	Household Materials	
	Base Rate*	Additional Collection
1 Yard Dumpster	\$130.00 \$77.22	\$40.00 \$24.09
1.5 Yard Dumpster	\$135.00 \$89.10	\$45.00 \$35.97
2 Yard Dumpster	\$140.00 \$100.98	\$50.00 \$47.85
<p>Dumpster rentals are for a Maximum of 14 Days. Rentals that extend beyond 14 days will be charged the standard monthly dumpster for once a week or twice a week pick up. All dumpster rentals are subject to the Dumpster Rental Agreement (Attachment A)</p>		
*Base Rate includes dumpster delivery and final collection. Prepayment required.		
Additional Refuse Tags (33-gallon bags, 50 pound maximum) (District Customers Only) Extra refuse bag fee \$4.00		

Miscellaneous Charges

Water Turn On/Off (Business Hours)	\$10.00 first 30 Minutes, labor business rate after 30 minutes
Water Turn On/Off (After-Business Hours)	\$126.00 2 Hour Minimum, Labor OT rate after 2 hours

Service Reconnection Fee (After Lock-Off)	\$60.00
During Business Hours	
Per SB998 Sec.116914 Re-Connect Fee After Hrs.	\$150.00
Pole Mounted Cable Fees	\$35.00/Month
Agricultural Water	\$0.0002/gallon
Fire Hydrant Meter Deposit	\$1,200.00
Fire Hydrant Meter Water Usage (potable)	\$0.05 per gallon
Non-potable water	\$1.00 per 1,000 gallons
MCSO Non-Rate Payer Green Waste	\$8.00 per cubic yard
MCSO Non-Resident Fire Suppression Water Rate	\$200.00 per month
Vacation Rental Inspection	\$42.00
Stand-By Fee (per 2014 Water Rate Study)	\$142 annually/ \$11.83 billed monthly
Water Connection Inspection Fee	\$42 per hour per Ordinance 23
County Requested Inspection Fee (new building permits, inspections)	\$42 per hour - Charged to owner

Special Taxes

Fire/Ambulance	See Resolution 05, 2008
Park	\$56.06/Per Parcel
Library	\$8.06/Per Parcel Plus, County administration fees

Office Fees

Photocopies/Fax/Scan/public records request e-mails per page	\$0.25 Letter-One Side, \$0.35 Both sides \$0.30 Legal/One Side, \$0.40 Both Sides add \$0.10/page for color
Lamination	\$0.95/Letter size page
Returned Check/ACH Fee	\$25.00
Lost key fee	\$150.00
	\$110.00 padlock
Flash Drive	\$15.00

Delinquent Accounts

Penalty for Late Payment	10% One Time
Interest	0.5% Per Month (6% APR)

Employee/Director Reimbursements

Mileage	Per Current IRS Reimbursement Rate
Breakfast	\$15.00 \$25.00
Lunch	\$20.00 \$25.00
Dinner	\$35.00 \$50.00
Lodging	up to \$275.00/night with receipts
Parking	up to \$30.00/day with receipts
Tolls	As required

ATTACHMENT A

DUMPSTER RENTAL AGREEMENT

Temporary dumpster rentals are available at the rate established in Policy 1060 - Miscellaneous Fee Schedule. Prepayment is required. Additional collections are established by Policy 1060 - Miscellaneous Fee Schedule.

DUMPSTERS ARE AVAILABLE FOR RENT FOR A MAXIMUM OF TWO WEEKS INCLUDING ADDITIONAL COLLECTIONS

If dumpsters are kept longer than the two-week period allowed you will become subject to the monthly dumpster rate.

ITEMS NOT ALLOWED IN DUMPSTERS

Appliances – Refrigerators, stoves (ovens and ranges), microwave ovens, etc. (including all household appliances), hot water heaters, televisions, radios, stereos or computers (including monitors).

Construction Materials – waste lumber, roofing material, shingles, sinks, tubs, showers, toilets, faucets, doors, etc.

Green Waste - grass, brush, shrub trimmings, tree trimmings, apples - all vegetation.

Hazardous Waste – any waste material or mixture of material which is toxic, corrosive, flammable, or an irritant (including paint, paint thinner, motor oil, fuel, or pesticides).

Motor Vehicle Parts – tires, rims, batteries, seats, engine or vehicle parts.

Other – Bed frames or box springs, bicycles, pipes, bars or any item not normally placed in household trash cans.

I have read the above information and understand and agree to the terms. Acct # _____

Signature _____ Date: _____

Address _____ Phone # _____

Dumpster will be scheduled for final pick-up by date: _____ unless otherwise requested.

Size Dumpster _____ Additional pick up is available Tuesdays and Fridays(only) for

\$ _____

McCLOUD COMMUNITY SERVICES DISTRICT Policy and Procedure Manual

POLICY TITLE: Training, Education & Conferences
POLICY NUMBER: 4090
ADOPTED: December 09, 2002
REVIEWED: 08/21/19, 09/08/21, 5/2/23
AMENDED: 03/24/14, 09/23/19

4090.10 Members of the Board of Directors are encouraged to attend educational conferences and professional meetings when the purposes of such activities are to improve District governance. ~~Newly elected Board members will be required to attend a New Board Member Seminar within one (1) year of taking office. Hence,~~ There is no limit as to the number of Directors attending a particular conference or seminar when it is apparent that their attendance is beneficial to the District. Newly elected Board members will be required to take Ethics and Unlawful Harassment including Sexual Harassment training within six months of taking office and every two years as long as they are on the Board. *In addition, the following training courses are required by McCloud Community Services District (MCSD) to be completed within (6) months upon taking oath of office:*

1. *ICS (Incident Command Structure)*
2. *Board Member/Trustee (On-Demand Webinars Bundle)*
3. *Navigating Prop 218 Rates and Fees (On-Demand Webinars Bundle)*
4. *Brown Act Refresher and Updates (On-Demand Webinars Bundle)*
5. *What Every Board Member Should Know (On-Demand Webinars Bundle)*
6. *Emergency Preparedness Summit (On-Demand Webinars Bundle)*
7. *What Special Districts Need To Know About The CPRA (California Public Records Act) (On-Demand Webinars Bundle)*

Upon completion, certificates must be submitted to MCSD for inclusion in the board member's records.

4090.11 "Junkets" (a tour or journey for pleasure at public expense), however, will not be permitted.

4090.12 It is the policy of the District to encourage Board development and excellence of performance by reimbursing expenses incurred for tuition, travel, lodging and meals as a result of training, educational courses, participation with professional organizations, and attendance at local, state and national conferences associated with the interests of the District.

4090.13 The District Secretary is responsible for making arrangements for Directors for conference and registration expenses. Reimbursement shall include expenses for meals, lodging and travel. *Pursuant to Policy 1060.*

4090.14 Attendance by Directors at seminars, workshops, courses, professional organization meetings, and conferences shall be approved by the President of the Board of Directors prior to incurring any reimbursable costs.

4090.20 Expenses to the District for Board of Directors' training, education and conferences should be kept to a minimum and shall be in accordance with Board Policy 2105, *and Policy 1060.*

4090.30 A Director shall not attend a conference or training event for which there is an expense to the District, if it occurs after they have announced their pending resignation, or if it occurs after an election in which it has been determined that they will not retain their seat on the Board. A Director shall not attend a conference or training event when it is apparent that there is no significant benefit to the District.

4090.40 Upon returning from seminars, workshops, conferences, etc., where expenses are reimbursed by the District, Directors will either prepare a written report for distribution to the Board, or make a verbal report during the next regular meeting of the Board. Said report shall detail what was learned at the session(s) that will be of benefit to the District. Materials from the session(s) may be delivered to the District office to be included in the District library for the future use of other Directors and staff.

McCLOUD COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Meetings of the Board of Directors
POLICY NUMBER: 5020
ADOPTED: December 9, 2002
REVIEWED: 01/13/15; 09/08/15; 05/08/19, 05/12/21, 08/05/21, 5/2/23
REVISED: 08/26/13; 02/23/15; 10/12/15; 06/10/19; 09/13/21

5020.10 It is the authority and responsibility of the Board of Directors as the designated legislative body, elected at large, to provide oversight and guidance for the business of the District. This policy addresses the subjects of the Board’s meeting schedules, agendas, conduct, rules of order, decisions and minutes.

5020.20 Meetings of the Board: The Board of Directors may hold regular, special, emergency and/or organizational meetings. Each type of meeting has its own agenda and posting requirements pursuant to the Ralph M. Brown Act.

5020.21 Regular meetings are scheduled to be held on the second and fourth Monday of each calendar month at 6:00 p.m. in the Scout Hall, 405 E. Colombero Drive in McCloud. In the event that a regular meeting falls on a District holiday, the meeting will be held at the same time and location on the first workday following the holiday. The Board of Directors may take action to change the date, time and/or location of any regular meeting as needed.

5020.22 Special meetings (non-emergency) may be called by the Board President or the General Manager at which time all directors will be notified by phone call and/or e-mail of the meeting and the purpose(s) for which it is called.

5020.23 Special meetings (emergency) may be called in the event of an emergency situation involving matters for which prompt action is necessary due to the disruption or threatened disruption of public facilities. An emergency situation means a crippling disaster which severely impairs public health, safety or both, as determined by the General Manager, President of the Board or Vice-President in the absence of the President. Emergency meetings may not be held in Closed Session. The Board of Directors will be notified by phone call and/or in person.

5020.24 An annual organizational meeting is held during the first regular meeting of the Board of Directors in December to elect a President and Vice-President from among its members to serve during the coming calendar year. The Board of Directors will appoint a Secretary of the Board and a Treasurer to serve during the coming calendar year. Unless circumstances necessitate cause for change, the District Secretary will be appointed Secretary of the Board and the General Manager will be appointed Treasurer to serve during the coming calendar year. Note: The Secretary of the Board and Treasurer, by California codes, cannot be members of the Board of Directors. The newly elected President will establish committee meeting schedules and assign directors to each committee to serve during the coming calendar year.

5020.30 Committee meetings: Standing committees are those that have continuing subject matter jurisdiction, regularly established meeting schedules and two directors assigned as members. Ad-hoc or advisory committees are those that have temporary subject matter jurisdiction. Committees are not voting bodies. It is the responsibility of a committee to provide recommendations for the review and deliberation of the Board of Directors.

5020.40 Agendas: *It is the responsibility of the General Manager, with cooperation from the President of the Board to prepare the agenda for each regular and standing special meeting of the Board of Directors. It is the responsibility of the Chairperson of each committee with cooperation from the General # Manager to prepare the agenda for the standing committee meetings.*

~~*The General Manager, in cooperation with the President of the Board, will establish an agenda for each regular and special meeting of the Board of Directors. The Chairperson of each committee, in cooperation with the General Manager, will prepare an agenda for each standing committee.*~~

5020.41 Agenda Requests and Deadline: The agenda request deadline for regular meetings of the Board of Directors is 5:00 p.m. on the Tuesday prior to the date of the meeting. Any member of the public district staff, or the Board of Directors may request a matter directly related to District business be placed on an agenda by written request and submittal to the General Manager, with supporting documents, if applicable- Any director may call the General Manager and/or the President of the Board and request an item be placed on an agenda.

5020.412 If an agenda request is denied, the General Manager will inform the requesting party of the reason(s) for denial.

5020.42 Agenda Posting: Agendas will be posted at the District Office, MCSD, the Mercantile and McCloud Post Office to meet legal compliance. Postings will be made on the District website.

5020.421 Regular *and Standing Committee* meeting agendas will be posted, at minimum, 72 hours prior to the time of the meeting. Special meeting ~~and committee~~ agendas will be posted, at minimum, 24 hours prior to the time of the meeting.

5020.50 Agenda Categories: Regular meeting agendas will include the following categories:

5020.51 Call to Order

5020.52 Approval of Minutes

5020.53 Public Comment: This time is provided to receive information from the public regarding issues that do not appear on the agenda and is limited to three minutes per person. Brief responses or questions may be made, but no discussion will be conducted or action taken on items not listed on the agenda; however, staff may be directed to place the item on a future agenda.

5020.54 Announcements of Events *Relative to District Business:*

5020.55 Communications: Written communications of general interest and relative to District

business. No action will be taken on these items; however, staff may be directed to place the item on a future agenda for consideration of action.

5020.56 Reports: No action will be taken on reports or issues associated with reports; however, staff may be directed place the item on a future agenda for consideration of action.

5020.57 Consent Agenda: Non-controversial items such as, but not limited to proclamations, procedural resolutions required by other agencies, resolutions of appreciation, final action to create, revise or rescind policies that were previously introduced at a prior meeting may be considered and approved with a single motion. A director may request any item on the Consent Agenda be removed for separate consideration.

5020.58 Old Business

5020.59 New Business

5020.60 Conduct: Meetings of the Board of Directors will be conducted by the President of the Board, Vice-President in the absence of the President or a director selected by consensus of the quorum in the absence of both officers. Committee meetings will be conducted by the Chairperson or the second director assigned to the committee in the absence of the Chairperson. Meetings will be called to order at the time stated on the agenda and conducted in a professional, orderly and civil manner. A meeting can only be called to order when a majority of the Board is present. Three (3) directors constitute a quorum

5020.61 The President of the Board, at his/her discretion, may limit the time allocated to an individual speaker and a maximum of 20 minutes to each subject matter.

5020.62 Disruptive actions will be curtailed by the presiding official as necessary to preserve order including termination of an individual's privilege to speak or remain in attendance.

5020.70 Rules of Order are informally based on parliamentary procedures and applied flexibly to establish a process of orderly conduct to facilitate active participation in discussions.

5020.71 If a director believes order is not being maintained or procedures are not adequate, he or she should raise a point of order, which does not require a second, to the officiating party. If the ruling of the officiating party is not satisfactory to the director, it may be appealed to the Board for a majority ruling.

5020.80 Actions: Action can only be taken by vote of the majority of the full Board of Directors. Actions taken at a meeting where only a quorum is present, therefore, require all three votes to be effective. A member abstaining in a vote is considered as absent for that vote.

5020.80.01 Abstaining – in the event of an abstention for reasons other than a conflict of interest, the abstention is counted as an *majority Aye* vote.

5020.80.02 Quorum – In the event of a conflict of interest the party abstaining will not be counted as a member of the Quorum (item only being discussed).

5020.81 One motion can be considered at a time and a motion must be disposed of before any other motions or business are considered. There are few exceptions to this general rule, though, where a secondary motion concerning the main motion may be made and considered before voting on the main motion.

5020.82 The Board may give directions to staff by consensus rather than taking formal action. The presiding official shall determine consensus of a directive and state it for clarification and inclusion in minutes of the meeting. Such informal action is still action by the board and shall only occur regarding matters that appear on the agenda. If any two directors challenge the statement of consensus, a voice vote may be requested.

5020.90 Minutes: The Secretary of the Board will keep minutes of all regular and special meetings. Approved minutes will be maintained electronically and in hardcopy form available for public review. Recordings of regular and special meetings will be made to facilitate the accurate development of minutes and recordings will be maintained for one year. Meeting tapes and recording equipment will be available first to the Secretary of the Board for preparation of draft minutes. Recordings will then be available to members of the public without charge on a playback machine at the District Office during regular business hours.

5020.91 Board action will be included in minutes as having passed or failed and individual votes and summary of discussion (from board and public) will be documented unless an action was unanimous. Included in the minutes will have a summary of the public comments during public comment period. In addition to other information the Board, will include in each meeting's minutes:

- Date, place and type of each meeting.
- Directors present and absent by name.
- Administrative staff present by name.
- Call to order.
- Time and name of late arriving or early departing directors.
- Approval of minutes or modified minutes of preceding meetings.
- Record of all claims reviewed and/or approved for payment.
- Resolutions and ordinances described as to their substantive content.
- Record of all contracts and agreements, and their amendment, approved by the board.
- Approval of an annual budget.
- Approval of all policies, rule and/or regulations.
- Time of meeting adjournment.

5020.100 Review of Administrative Decisions: The provisions of §1094.5 of the Code of Civil Procedure of the State of California shall be applicable to judicial review of all administrative decisions of the Board of Directors. These provisions shall prevail over any conflicting provision and any otherwise applicable law, rule, policy or regulation of the District affecting the subject matter of an appeal. This policy affects those administrative decisions rendered by the Board of Directors governing acts of the District, in the conduct of the District's operations and those affecting personnel operating policies.

McCLOUD COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Development Improvement Standards
POLICY NUMBER: 6010
ADOPTED: October 28, 2002
REVIEWED: 03/19/14, 08/12/20, 5/2/23
REVISED: 09/14/20

6010.10 In order to provide a uniform and consistent method of regulating and guiding the design and preparation of plans for construction of water, sewer, and refuse collection facilities; and of insuring proper installation of all private works involving water, sewer, and refuse collection, Improvement Standards, including Standard Details, shall be maintained by the District.

6010.20 The purpose of the Improvement Standards is to provide standards to be applied to water, sewer, and refuse collection improvements and private works to be dedicated to the public and accepted by the District for operation and maintenance. This is necessary in order to provide for coordinated development of required facilities to be used by the public. Refer to Kennedy Jenks water and sewer plans specification and details including Ordinances 27, 29 and 30 ~~R~~rules and ~~R~~regulations ~~R~~relating to ~~W~~water, ~~and~~ Ordinance 15 ~~R~~rules and ~~R~~regulations ~~R~~relating to ~~S~~sewer and ~~S~~sewage ~~D~~disposal, and Ordinance 26 rules and regulations relating to refuse collections.

6010.30 It is recognized that it is not humanly possible to anticipate all situations that may arise or to prescribe standards applicable to every situation. Therefore, any items or situations not included in the Improvement Standards shall be designed and/or constructed in accordance with accepted engineering practice, the State of California "Standard Specifications" and "Highway Design Manual", the "Standard Specifications for Public Works Construction Greenbook", the Uniform Plumbing Code or California Plumbing Code as applicable and as required by the District's Consulting Engineer or General Manager, *or any other state and federal requirements*.

6010.31 The District Improvement Standards and Standard Details shall take precedence over other standards, unless otherwise approved in writing by the District's Consulting Engineer or General Manager.

6010.40 The District Improvement Standards and Standard Details are dynamic documents and may be modified from time to time. All new construction projects shall comply with the most recent version of the District Improvement Standards.

6010.41 Proposed changes in the Improvement Standards and/or Standard Details shall be presented to the Board of Directors for their review and consideration. If the

proposed change(s) is approved by the Board, staff shall incorporate said change(s) in the originals of said Standards and shall annotate the date of said revision approval upon the documents.

6010.50 Copies of the current Improvement Standards shall be available at the District office and shall be available to interested parties upon request and payment of the cost of producing the requested copy.

McCLOUD COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Project Approval
POLICY NUMBER: 6040
ADOPTED: October 28, 2002
REVIEWED: August 12, 2020, 5/2/23
REVISED: 04/28/14, 09/14/20

6040.10 Developers of residential, commercial, industrial or other type projects shall obtain approval from the District prior to:

6040.11 Construction of associated water, sewer, refuse collection and other required facilities with which they propose to utilize the services of the District or connect to the District's system; or,

6040.12 Relocation of existing District facilities.

6040.13 "Project" shall be defined as the proposed construction of any development involving the District's water and sewer system and/or alterations to provide additional capacity in existing water and/or sewer facilities.

6040.131 For the purposes of this policy, water and sewer connections to existing laterals are exempt from the requirement for Board of Directors approval. *as detailed in section 6040.30 herein.*

6040.20 The developer initiates a request for project approval by submitting, to the District General Manager and Siskiyou County Planning Department, plans for the proposed improvements. The initial plan submittal for work involving additions to or modifications of the District water and sewer system or construction of private roads shall be prepared by a registered civil engineer. The District General Manager shall review the project plans and related information to insure their conformance with the Improvement Standards, District policies, good engineering judgment and the best interests of the District.

6040.21 The developer is required to pay all costs associated with review of plans and specifications as required in the District policies and ordinances.

6040.30 The project shall be submitted by the District General Manager to the Board of Directors for approval consideration when the following have been accomplished:

6040.31 The improvement plans satisfy the requirements of the Improvement

Standards (see Policy 6010.20) and the District Consulting Engineer and/or General Manager;

6040.32 The developer and project-property owner have executed a development agreement (see Policy #6050) as prepared by the District General Manager; and,

6040.33 The project site has been annexed into the District.

6040.34 The developer is current on all deposits and fees associated with the project review and approval.

6040.40 Upon written request from the project developer and/or project engineer, the Board will review the requirements specified by the District General Manager for the involved improvement plans, development agreement, or other related items, to determine if they are in keeping with the Improvement Standards, District policies, and/or the best interests of the District. If the subject of the request involves general engineering judgment, the Board may request an impartial opinion of another professional engineer (one who is not involved with the project or its principals).

6040.50 Upon approval of the project by the Board of Directors, the President of the Board shall be authorized to execute the development agreement on behalf of the District, and the District General Manager shall be authorized to affix his/her signature of approval on the project's improvement plans.

6040.60 Approval of a project by the Board of Directors is valid for eighteen (18) months.

McCLOUD COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: **Development Agreements**
POLICY NUMBER: **6050**
ADOPTED: **October 28, 2002**
REVIEWED: **August 12, 2020, 5/2/2023**
REVISED: **04/28/14, 09/14/20**

6050.10 Prior to the Board of Directors considering a private development project for approval, a development agreement specifying the terms and conditions of said approval, prepared by the General Manager and/or Legal Counsel, shall be executed by the project's developer(s) and property owner(s) (see Policy #6040).

6050.20 The development agreement shall contain the following information:

6050.21 Name(s) of developer and/or project sponsor(s), and owner(s) of subject property.

6050.22 Assessor's parcel number of subject property.

6050.23 Type and purpose of project (e.g., residential, commercial, industrial, etc.).

6050.24 A graphic description of the project attached to the agreement as "Exhibit A."

6050.30 The following shall be used as minimum standard terms and conditions of the development agreement:

6050.31 Standards for Water, Sewer System, Refuse Collection and Other Required Facilities

Plans have, at no cost to District, been designed and prepared for the on-site and off-site water and sewer system, refuse collection and other required facilities which include the Developer's obligation to accomplish the following:

6050.311 Construct the water, sewer system and refuse collection and other required facilities in conformance with the approved plans therefore (See Policy 6010.20).

6050.312 Obtain an encroachment permit from the Department of Public Works of the County of Siskiyou and comply with all requirements thereof, including trench restoration and street resurfacing requirements for any

portion of the project situated within existing or proposed future County right of way.

6050.32 Acceptance of Plans and Specifications

The completed plans as described above for the water, sewer system, refuse collection and other required facilities have been prepared in conformance with District Improvement Standards and the requirements of the District Consulting Engineer and/or General Manager, and are in a form acceptable to same.

6050.33 Revision of Plans

Any changes in such accepted plans shall require written approval of Developer and the District General Manager.

6050.34 Rights of Way

Owners will provide to District, at no cost to District and in a form acceptable to the District General Manager, appropriate easements and rights of way for the maintenance, repair, and replacement of all water, sewer system, refuse collection and other required facilities not within existing public rights of way, public utility easements, and/or water, sewer easements.

6050.35 Performance and Completion Bonding

Prior to commencement of construction of any of the water and/or sewer infrastructure improvements to be constructed by Developer under this Agreement, the construction of which is determined to possibly affect the operation and maintenance requirements of the existing water and/or sewer system, Developer or its contractor shall furnish bonds covering the faithful performance of the construction or installation activities required under this Agreement, and the payment of all obligations arising thereunder as specifically required by this policy.

6050.351 The premiums for the bonds shall be paid by Developer or its contractor.

6050.352 The Developer shall deliver the required bonds to the District not later than the date of commencement of the work.

6050.352 Said bonds shall be issued by a surety company acceptable to the District, and shall be in the amount of 100% of the estimated construction costs, as determined by the engineer for the District, for the construction to be then undertaken by Developer for faithful performance, and 100% of estimated cost of labor and materials, for the construction for payment of labor and materials.

6050.36 Construction

Developer shall, without expense to District, construct the water, sewer system, refuse collection and other required facilities pursuant to the accepted plans or any approved modification thereof. Developer shall provide in any contract for construction of the water, sewer system, refuse collection and other required facilities that any contractor's materials supplier's guarantees thereunder, including a two-year warranty on the completed improvements, shall inure to the benefit of District after the works constructed thereunder have been conveyed to District as provided for in 6050.39, below. Developer shall also provide in any contract for construction of the water, sewer system, refuse collection or other required facilities that the contractor's public liability and property damage insurance shall be extended to cover Developer and District and their agents, officers and employees as additional insured with liability and bodily injury limits of not less than \$1,000,000, and property damage coverage of not less than \$1,000,000.

6050.37 Payment of Prevailing Wages

Developer has been advised that the State of California (State) Attorney General has opined that, in certain circumstances, construction of facilities for provision of public utility service, with the understanding and agreement that said facilities will be turned over to District for ownership, operation and maintenance at the conclusion of construction, may be subject to the prevailing wage laws of the State. Developer has determined that, at this time, said opinion of the Attorney General does not affect the wages paid by Developer to laborers employed on said facilities constructed pursuant to this agreement. Developer agrees, however, that should it be determined that the prevailing wage laws of the State (Labor Code 1770, et seq.) apply to the work performed in accordance with this agreement, then Developer shall defend and hold District harmless from any liability, claims, damages, or costs in any way associated with said determination by the State and Developer shall, as further consideration of District entering into this agreement, take all necessary and appropriate action, including payment of back wages, and any associated penalties which may be required, due to enforcement of the prevailing wage laws in connection with construction of the water, sewer system and refuse collection facilities. Developer agrees that District has not represented or in any way advised Developer in connection with this matter except to advise Developer of his potential liability and Developer does not in any way rely upon any opinion or information of District in making his determination in connection with the payment or nonpayment of such wages for the work performed under this agreement. The obligation of Developer to, if required, pay prevailing wages for the work performed in accordance with this shall be a continuing obligation and shall bind the heirs, successors and assigns of Developer and District's obligation to provide operation and

maintenance on the facilities to be turned over to District, and to provide water, sewer and refuse collection services therein, shall be dependent upon Developer's continuing compliance with this provision.

6050.38 Inspection of Construction

The District General Manager or his/her agent(s) shall inspect the construction of the water, sewer system, refuse collection and other required facilities to assure that the works are installed in accordance with the accepted plans. Said inspection shall be funded by an inspection fee paid by Developer as specified in District's ordinances and current fee schedule. Construction of the water, sewer system, refuse collection and other required facilities shall not commence until said inspection fee is paid. The District General Manager or his/her designated agent shall notify Developer as to any deviation or failure to construct pursuant to the accepted plans as soon as such deviation or failure is brought to his/her attention, and Developer shall correct such deviation or failure.

6050.39 Hold Harmless

District is not, by inspection of the construction or installation of the water, sewer system, refuse collection and other required facilities, representing Developer or providing a substitute for inspection and control of the work by Developer. Any inspections and observations of the work by District are for the sole purpose of providing notice of stage and character of the work. Any failure of District to note variances in the work from the plans does not excuse or exempt Developer from complying with all terms of the plans. The fact that District inspects the construction of work and notifies Developer of deviations or failures to construct them pursuant to the accepted plans shall not be deemed to constitute a guarantee by District that the works have been built in accordance with the accepted plans. During construction and prior to conveyance thereof to and acceptance thereof by District, Developer shall hold District harmless against any and all claims, demands and charges by third parties arising out of alleged deviations or failures to construct pursuant to the accepted plans.

6050.40 The following shall additionally be used as minimum standard terms and conditions of the development agreement:

6050.41 Conveyance

6050.411 Within ninety (90) days after completion of construction of the water, sewer system, refuse collection and other required facilities in accordance with the accepted plans therefore and District's Improvement Standards:

6050.412 Developer and Owners shall convey title of the completed works to District without cost and free and clear of all liens and encumbrances, by appropriate conveying documents, acceptable in form to the District General Manager.

6050.413 Developer shall provide District with one set of 24"x 36" reproducible "as built" drawings of the completed project on matte mylar (5 mil minimum).

6050.414 Owners shall provide easements as specified in 6050.34 above.

6050.415 Developer shall furnish to District a bond, irrevocable letter of credit, cash deposit, or other form of surety meeting District's approval in the amount of \$_____, being 25% of the cost of the water and sewer system, as estimated by the Project Engineer, [name and address of developer's engineer], protecting District against any failure of the work due to natural phenomenon or catastrophe, faulty materials, poor workmanship, or defective equipment within a period of one (1) year after acceptance of the water and sewer system by the District's Board of Directors. Said bond or irrevocable letter of credit shall name Developer as Principal and District as Obligee.

6050.416 District shall accept conveyance of title of the completed water and sewer system by resolution and include it as part of its system and shall thereafter operate and maintain said system.

6050.42 Developer's Responsibilities After Conveyance

After District's acceptance of the water and sewer system, Developer and Owners shall have no obligation for the operation, maintenance, repair or replacement thereof, except that to the extent Developer and/or Owners retain ownership of any parcel to which service from such works is available, they shall pay the same rates and charges levied by District from time to time as any other property owner.

6050.43 Application for Water and Sewer Service

The water and sewer system shall not be operated, other than for testing purposes, until the said system is conveyed to District and formally accepted by District as specified in 6050.39, above, and proper applications for service having been filed with District accepted.

6050.44 Obligation for Pipeline and/or Facilities

District shall be under no obligation to provide additional facilities in order to serve the Project. Upon acceptance of the facilities by District, it shall

become the sole property of District and shall be used and operated as District's sole discretion.

6050.45 Rates and Charges for Service

6050.451 All service made available by District to users within the Project shall be at the established rates and charges as fixed by District's Board of Directors from time to time.

6050.452 Standby and capacity charges or an alternate fee structure per the Miscellaneous Fee Schedule, Policy 1060, shall be levied against all parcels in any subdivision created. ~~(Also see Ordinance 27, and Ordinance 29 and 30, Rrules and Rregulations Rrelating to Water Service and Ordinance 15 Rrules and Rregulations Rrelating to Ssewers and Ssewage Ddisposal).~~

6050.453 Notices or requests from any party to this agreement to the remaining parties thereof shall be in writing and delivered or mailed, postage prepaid, to the following addresses:

McCloud Community Services District
P.O. Box 640
McCloud, CA 96057
Attention: _____, District General Manager

Developer's Name
Address
City, State, Zip

6050.46 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of all parties. Developer and Owners shall not assign any of their rights, duties or obligations under this Agreement without the prior written consent of District, which consent shall not be unreasonably withheld.

6050.47 District Powers

Nothing herein contained shall be deemed to limit, restrict, or modify any right, duty, or obligation given, granted, or imposed upon District by the laws of the State of California now in effect, or hereafter adopted, not to limit or restrict the power or authority of District, including the enactment of any rules, regulations, policies, resolutions or ordinances, and in the event that any part of provisions herein contained in this agreement or incorporated herein, be found to be illegal or unconstitutional by a court of competent jurisdiction, such findings shall not affect the remaining parts, portions, or provisions hereof.

6050.48 Attorney Fees

Should any party have to be required to institute legal action to either compel performance of this agreement or recover damages for nonperformance, the prevailing party(s) shall be entitled to reasonable attorney's fees, cost of suit, and all other expenses of litigation incurred in connection therewith.

6050.49 Termination

This Agreement shall terminate and be of no further force and effect at District's discretion if the project is not completed within eighteen (18) months of the date of this Agreement, or in the event that the District determines that construction of the water, sewer system, refuse collection and other required facilities has not commenced within twelve (12) months from the date of this agreement, and Developer has not submitted the plans and specifications for reacceptance as provided for in 6050.33, above.

6050.50 Any inapplicable portions of the foregoing standard terms and conditions may be deleted by, or upon approval of the General Manager, to accommodate project-specific situations. When warranted, additional conditions and requirements may be added to the standard terms and conditions by, or upon approval of the General Manager, to accommodate project-specific situations. The project developer and/or property owner may appeal to the Board of Directors any agreement terms or conditions or requirements proposed by District staff.