



**BELL CANYON COMMUNITY SERVICES DISTRICT**  
**30 HACKAMORE LANE**  
**BELL CANYON, CALIFORNIA 91307**

**REGULAR MEETING**  
OF THE BOARD OF DIRECTORS  
DATE/TIME:

February 24, 2025 at 7:00 p.m.

LOCATION: Bell Canyon Community Center

ALSO VIA ZOOM for the Public:

General Manager is inviting you to a scheduled Zoom meeting.

Topic: Regular  
Time: Feb 24, 2025 07:00 PM Pacific Time (US and Canada)  
Join Zoom Meeting  
<https://zoom.us/j/96907280208?pwd=Cx3FtXxWjKRyLCxilAXI5u69CYVtqm.1>

Meeting ID: 969 0728 0208  
Passcode: 716371

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Dial by your location  
+1 669 444 9171 US

**AGENDA**

In accordance with Government Code Section 54954, notice is hereby given that the Board of Directors of the Bell Canyon Community Services District will hold a regular meeting at 7:00 PM on Monday, February 24, 2025, at 30 Hackamore Lane, Bell Canyon, California in the Community Center to consider those items set forth in the following agenda, except in accordance with Government Code Section 54954.2[b]. The Board reserves the right to modify the order in which items are heard.

The District welcomes any member of the public to attend the meeting. Any non-resident who wishes to attend in-person can, upon their arrival at the front gate, inform gate personnel of their attendance at the District's meeting. No pre-registration is required.

Agenda Materials

The complete agenda for this meeting is available at <https://bellcanyoncsd.ca.gov> and at the District Office, 30 HACKAMORE LANE, SUITE #2B, BELL CANYON, CA 91307. Any materials submitted to the legislative body after distribution of this agenda will be available for public inspection at the District Office and available on the web site. Requests for agenda materials or meeting participation assistance can also be made by email to [gm@bellcanyoncsd.ca.gov](mailto:gm@bellcanyoncsd.ca.gov).



BELL CANYON COMMUNITY SERVICES DISTRICT  
30 HACKAMORE LANE  
BELL CANYON, CALIFORNIA 91307

Americans with Disabilities Act (ADA) Accommodations

In compliance with the ADA, any person with a disability who requires accommodation in order to participate in a meeting should contact the District Office at [gm@bellcanyoncsd.ca.gov](mailto:gm@bellcanyoncsd.ca.gov) to request accommodation. The District will use its best efforts to provide reasonable accommodations related to the meeting.

Per Government Code Section 54954.3, every agenda for a special meeting of the Board of Directors shall provide an opportunity for members of the public to directly address the legislative body on any item listed on this agenda, provided that no action shall be taken on any item not appearing on the agenda unless that action is otherwise governed by Government Code Section 54954.2[b]. Public forum will be conducted as the first item of business.

**1. Call to Order and Roll Call**

**2. Pledge of Allegiance**

**3. Public comments on Agenda Items.**

- Minutes: 1/27/25, 2/10/25
- January 2025 Financials
- Credit Card Log
- Budget to Actuals
- Budget Amendment 2025
- Hiring Recreation Co-Ordinator and CSD Staff
- Event Planning contract with Jenni Mandelblatt
- Events for 2025
- Spring Clean Up Day
- Resolution 25-01 (Dr. Damascus interaction with E. Wolf on 6/19/2023 Special Meeting)
- Wireless Connection and Passwords
- Verkada Security System for consideration
- Board Support for GM Updates
- Amend Policy Manual Sections: 13 and 6
- Pursuing latent power to provide improved cellular service (Wi-Fi/Internet) to Bell Canyon
- Optional Director updates

**4. Open Forum/Comments.** In accordance with Government Code Section 54954.3, every agenda for a regular meeting of the Board of Directors shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body's consideration of the item, that is within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless that action is otherwise governed by Government Code Section 54954.2[b].

**5. Rules of behavior due to hybrid nature of meeting using Zoom along with a live audience.**

For any person to speak, they must be recognized by the Presiding Officer and passed the microphone so they can be heard on Zoom. ZOOM attendees will raise their hand on Zoom to request recognition. Zoom attendees will be unmuted on Zoom when recognized. Members of the public in the audience must come to the podium to speak. You will be notified when it is time to come to the podium. All public speakers will be allotted a maximum of 3 minutes. We will recognize Zoom attendees first.



BELL CANYON COMMUNITY SERVICES DISTRICT  
30 HACKAMORE LANE  
BELL CANYON, CALIFORNIA 91307

**6. BUSINESS ITEMS**

6A. Minutes Regular Meeting: 1/27/25, Special Meeting: 2/10/25. Discussion and motion to approve minutes. See agenda packet.

6B. January 2025 Financials. Discussion and motion to accept and file. See agenda packet.

6C. Credit Card Log. Discussion and motion to accept and file. See agenda packet.

6D. Monthly Budget to Actuals. Discussion and motion to accept and file. See agenda packet.

6E. Budget Discussion for 2025-26. Discussion and motion to amend budget. See agenda packet.

6F. Hiring additional CSD Staff, including Recreation Co-Ordinator. Discussion and motion to hire staff.

6G. Event Planning Vendor Contract with Jenni Mandelblatt. Discussion and motion to approve Event Planning Vendor Contract. See agenda packet.

6H. Proposed Events for 2025, including Eggstravaganza in April. Discussion and motion to direct GM to move forward with scheduling and coordinating events.

6I. Proposed Waste Management Spring Clean-up Event on April 5, 2025. Discussion and motion to direct GM to move forward with scheduling the event.

6J. Requested Resolution 25-01. Dr. Damascus formally requested the Board draft a resolution regarding her interaction with E. Wolf during the Special Meeting on June 19, 2023. Discussion and motion to approve the Resolution. See agenda packet.

6K. Wireless Connection and passwords. Discussion and motion to authorize GM to obtain additional IT support.

6L. Verkada Security System for BCCSD Office. Discussion and motion to approve contract. See agenda packet.

6M. Board Support for GM Updates. Discussion.

6N. Amendments to Policy Manual Sections 13 and 6. Discussion and motion to approve amendments to Policy Manual adding Section 13.4 regarding Attorney Relations and Section 6.5 regarding Office Access. See agenda packet.

6O. Pursuing latent power to provide improved cellular service (Wi-Fi/Internet) to Bell Canyon. Discussion.

6P. Optional Director Updates.

**7. CLOSED SESSION**

CONFERENCE WITH LEGAL COUNSEL

Pursuant to Government Code Sections 54956.9(d)(2) and (e)(1): 1 matter

**8. NEXT MEETING**

The next Regular meeting is on Monday, March 17, 2024, at 7 PM.

**9. ADJOURMENT**



BELL CANYON COMMUNITY SERVICES DISTRICT  
30 HACKAMORE LANE  
BELL CANYON, CALIFORNIA 91307

**MINUTES OF BELL CANYON CSD REGULAR MEETING ON January 27, 2025**

In accordance with Government Code Section 54954, Notice is hereby given that the Board of Directors of the Bell Canyon Community Services District held a Regular meeting at 6:00PM on Monday, January 27, 2025, to consider those items set forth in the posted agenda, except in accordance with Government Code Section 54954.2(b). Please note that the Board reserved the right to modify the order (listed in the agenda) in which items were heard.

- 1. Call to Order and Roll Call:** The meeting was called to order at 6:02PM. Directors present were Judy Lantz (President), Julie De St. Jean, Norton Alderson, Shelby Linka and Peter Machuga. Pam Lee, General Counsel was absent. Walter Kelly, General Manager, was present.
- 2. Pledge of Allegiance**
- 3. Kai Luoma, Executive Officer of Ventura Local Agency Formation Commission ("LAFCo") was in attendance as a guest of the Board of Directors to give a presentation about LAFCo and discuss various topics related to BCCSD and LAFCo. A copy of the LAFCo PowerPoint presentation is included as part of the minutes.**
- 4. Discussion and Q&A with Kai Luoma, Executive Officer, LAFCo:**
  - **Discussion Topics included but were not limited to the following:**

Mr. Luoma stated that he cannot provide legal advice to the district, only his opinion, however, when asked if he may be used as a resource for the district, he stated, yes, to an extent. LAFCo currently has 49 districts and only two community services districts. Latent powers of the district not exercised are eliminated.
  - There were questions from the board regarding parks & recreation authority (district has authority to do recreation, however, needs to apply to LAFCo for the authority to have and maintain a park),



BELL CANYON COMMUNITY SERVICES DISTRICT  
30 HACKAMORE LANE  
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transportation authority (transportation authority is only within the district's boundaries) and the ability to own the roads within the district.

- Mr. Luoma has not decided when the next MSR will take place and that the district has done a lot to address the issues from the previous MSR, however, there is a concern over the use of "excessive" special meetings. This was the first time that Mr. Luoma has attended a BCCSD Regular or Special Meeting.

**5. Minutes**

Minutes for 11/21/24, 11/25/24, 12/2/24 were approved without objection by President J. Lantz. P. Machuga moved that the 12/6/24 and 12/23/24 minutes be approved and filed. N. Alderson seconded. The motion passed as follows:

Ayes: J. Lantz, J. De St. Jean, N. Alderson, S. Linka, P. Machuga

Noes:

Abstain:

Absent:

**6. December 2024 Financials**

P. Machuga moved to approve and file the December 2024 financials. J. Lantz seconded. The motion passed as follows:

Ayes: J. Lantz, J. De St. Jean, N. Alderson, S. Linka, P. Machuga

Noes:

Abstain:

**7. Motion to approve letter to District Attorney**

J. De St. Jean moved to approve the letter to the District Attorney, signed by the Board of Directors, requesting all charges against Josef Yossi Kviatkovsky be dismissed with prejudice. P. Machuga seconded. The motion passed as follows:

Ayes: J. Lantz, J. De St. Jean, N. Alderson, S. Linka, P. Machuga

Noes:

Abstain:



BELL CANYON COMMUNITY SERVICES DISTRICT  
30 HACKAMORE LANE  
BELL CANYON, CALIFORNIA 91307

**8. Motion to include P. Machuga summary of incident**

P. Machuga moved to include his summary of the alleged incident in question that led to charges being filed. N. Alderson seconded. The motion passed as follows:

Ayes: J. Lantz, J. De St. Jean, N. Alderson, P. Machuga

Noes:

Abstain: S. Linka

**9. Motion to have Counsel review proposed, amended By-Laws**

S. Linka moved to have Counsel review proposed, amended By-Laws. P. Machuga seconded. The motion passed as follows:

Ayes: J. Lantz, J. De St. Jean, N. Alderson, S. Linka, P. Machuga

Noes:

Abstain:

**10. Motion to move Regular Meetings to Third Monday of the Month**

J. De St. Jean moved to move Regular Meetings to the Third Monday of the Month. J. Lantz seconded. The motion passed as follows:

Ayes: J. Lantz, J. De St. Jean, N. Alderson, S. Linka, P. Machuga

Noes:

Abstain:

**11. Resolution 25-01 Surplus Land Authorized for Sale**

J. De St. Jean moved to table the resolution until February 17, 2025, after new counsel is engaged. S. Linka seconded. The motion passed as follows:

Ayes: J. Lantz, J. De St. Jean, N. Alderson, S. Linka, P. Machuga

Noes:

Abstain:

**12. BCCSD Office Lease for 2B**

J. De St. Jean moved to table the lease until February 17, 2025, after new counsel is engaged. S. Linka seconded. The motion passed as follows:

Ayes: J. Lantz, J. De St. Jean, S. Linka, P. Machuga

Noes:

Abstain: N. Alderson



BELL CANYON COMMUNITY SERVICES DISTRICT  
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**13. District Property and Liability Insurance Program**

S. Linka moved to increase property and liability coverage by 2x and increase Director liability coverage to \$1 million per Director. J. De St. Jean seconded. The motion passed as follows:

Ayes: J. Lantz, J. De St. Jean, N. Alderson, S. Linka, P. Machuga

Noes:

Abstain:

**14. Document Scanning of all District Documents**

J. Lantz moved to approve ARC for up to \$10,000 for scanning of District Documents. J. De St. Jean seconded. The motion passed as follows:

Ayes: J. Lantz, J. De St. Jean, N. Alderson, S. Linka, P. Machuga

Noes:

Abstain:

**15. 2007 Chevy Tahoe**

J. Lantz moved to sell the 2007 Chevy Tahoe. P. Machuga seconded. The motion passed as follows:

Ayes: J. Lantz, J. De St. Jean, N. Alderson, S. Linka, P. Machuga

Noes:

Abstain:

**16. Voice transcription software**

S. Linka moved to review voice transcription software or service to transcribe board meetings. J. Lantz seconded. The motion passed as follows:

Ayes: J. Lantz, J. De St. Jean, N. Alderson, S. Linka, P. Machuga

Noes:

Abstain:

**17. Closed Session**

DISCUSSION REGARDING ENGAGING NEW LEGAL COUNSEL —  
HUMAN RESOURCES

Moved to closed session at 9:18 PM and adjourned at 9:31 PM. The District engaged Atkinson, Andelson, Loya, Ruud and Romo as new District Legal Counsel by a 5-0 vote.



BELL CANYON COMMUNITY SERVICES DISTRICT  
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**18. Next meeting**

The next regular meeting will be on Monday, February 24, 2025, at 7:00 PM

**19. Adjournment**

The meeting was adjourned at 9:31 PM.





VENTURA LOCAL AGENCY  
FORMATION COMMISSION

## Introduction to and Overview of LAFCo

Kai Luoma, LAFCo Executive Officer

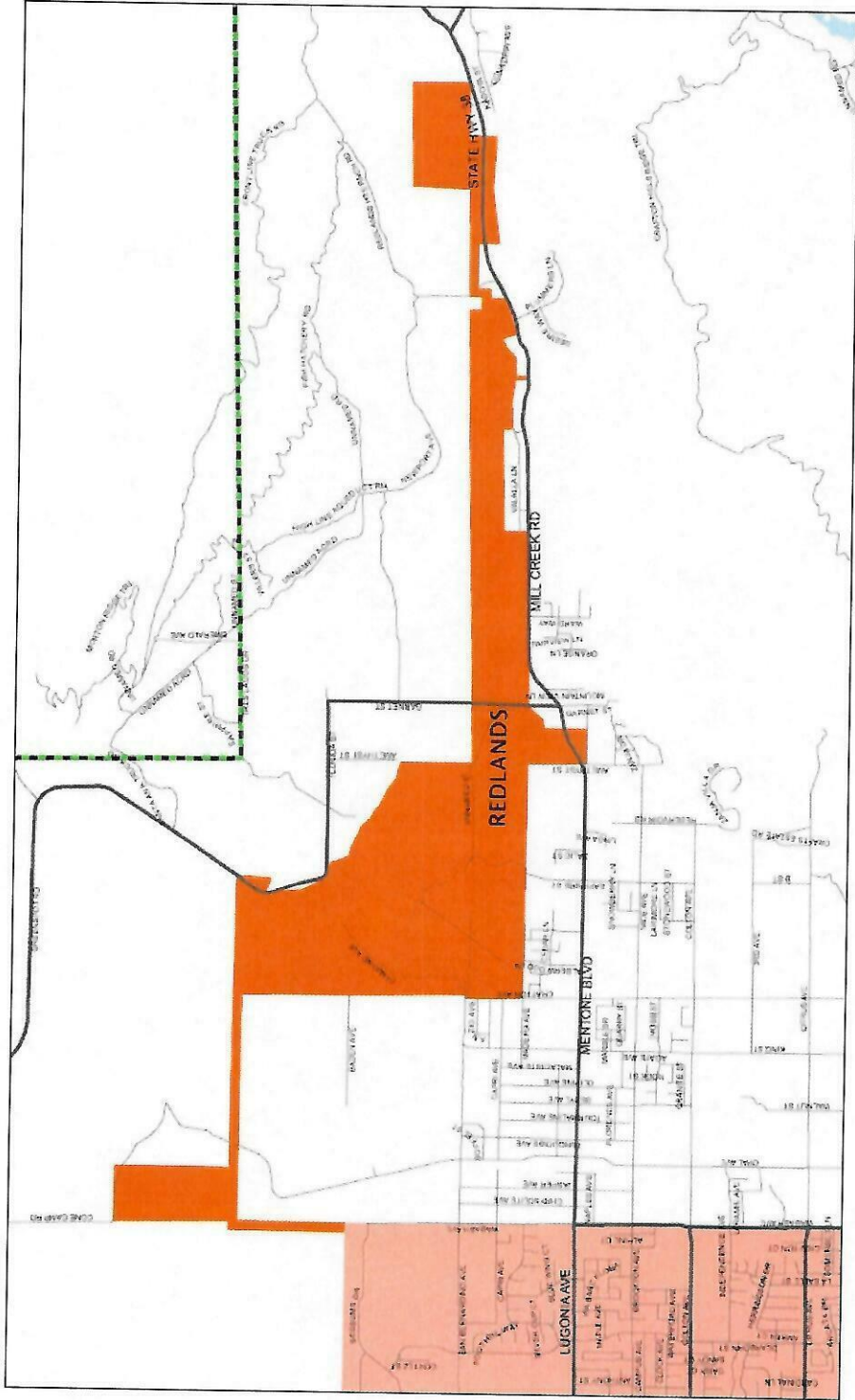


## Conditions that Led to Creation of LAFCOs

- Post World War II population and housing boom in California
  - 1950 – 10.5 million
  - 1960 – 15.9 million (51% increase)
- Extensive suburban development; scramble to finance and extend services
- City annexation “wars”, proliferation of single purpose special districts
- Result: illogical and inefficient service boundaries



# City of Redlands – 1959 Annexation





## **Presentation Includes:**

- 1. History of LAFCo**
- 2. What is LAFCo?**
- 3. Who is LAFCo?**
- 4. What are the Purposes of LAFCo?**
- 5. How Does LAFCo Achieve Its Purposes?**
- 6. How is LAFCo Funded?**



LAFCo stands for...

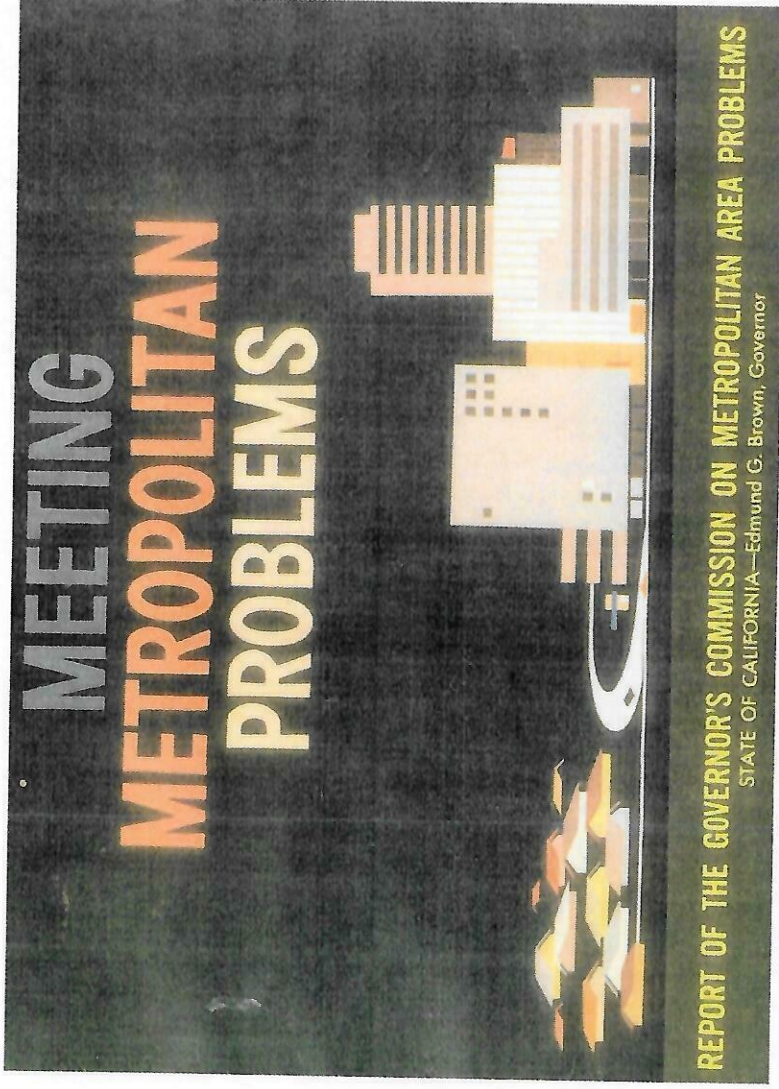
**L**ocal  
**A**gency  
**F**ormation  
**C**ommission



# History of LAFCO



## 1961 - Gov. Pat Brown's Commission On Metropolitan Area Problems



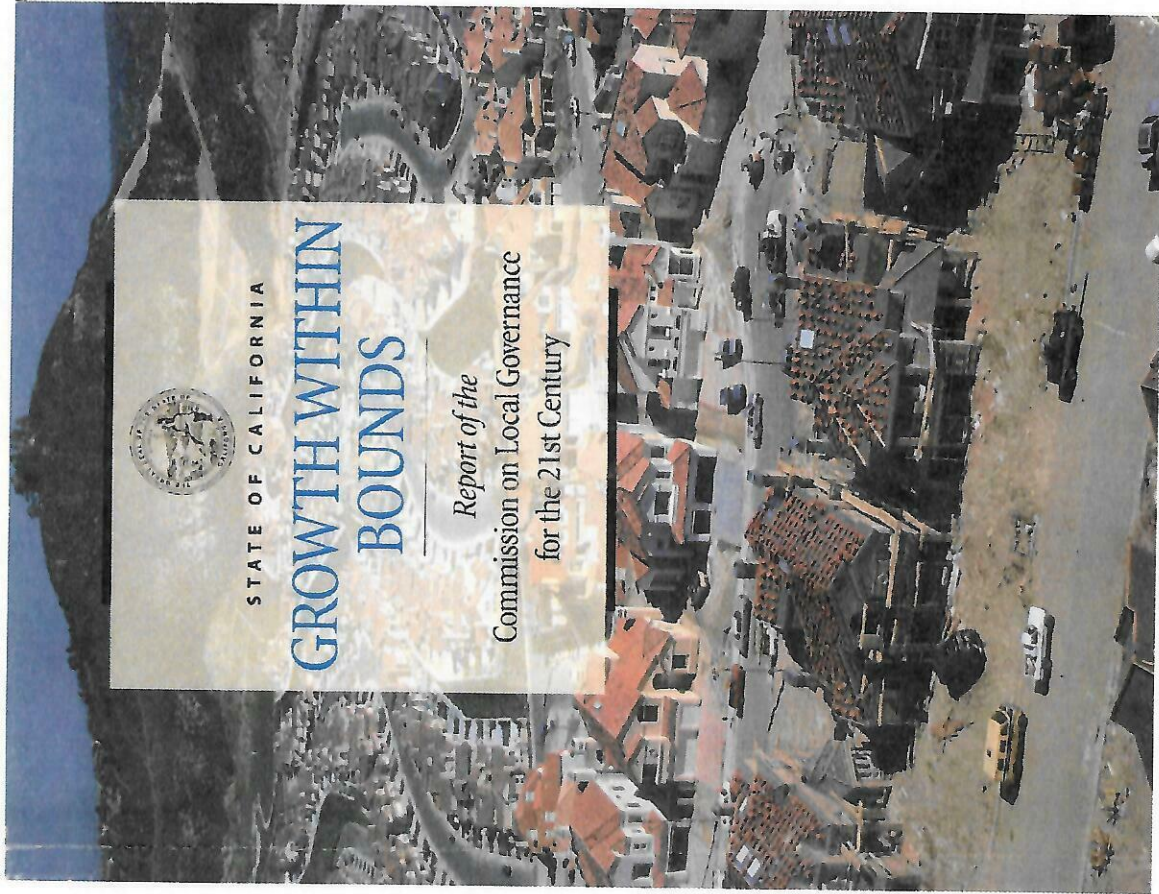
Rational focus on the need to encourage orderly service boundaries



## Legislative History of LAFCoS

- 1963 – Knox-Nesbitt Act – LAFCoS are created to regulate boundaries
- 1965 – District Reorganization Act – unified district procedures
- 1971 – LAFCo required to determine spheres of influence – providing LAFCo with planning authority
- 1977 – Municipal Organization Act – clean-up of city procedures
- 1985 – Cortese-Knox Local Government Reorganization Act – Recodify
- 1993 – AB 1335 – Improved LAFCo procedures





## 2000 - Report of the Commission on Local Governance for the 21<sup>st</sup> Century

### Recommendations:

- LAFCos should be neutral, independent, and provide well balanced representation.
- Strengthen LAFCo's powers to prevent urban sprawl and ensure orderly extensions of governmental services.
- Municipal Service Reviews should be prepared to inform Sphere of Influence Updates.
- Strengthen policies to protect agricultural and open space.

*Guide to the*  
**CORTESE–KNOX–HERTZBERG  
LOCAL GOVERNMENT  
REORGANIZATION ACT OF 2000**



*Prepared by*  
Assembly Committee on Local Government  
Honorable Cecilia M. Aguiar-Curry, Chair

December 2022

## Division 3 of the California Government Code (Section 56000 et seq)

“...this division provides the sole and exclusive authority and procedure for the initiation, conduct, and completion of changes of organization and reorganization for cities and districts. All changes of organization and reorganizations shall be initiated, conducted, and completed in accordance with, and as provided in, this division.”

Govt. Code § 56100(a)



## What is LAFCo?



## LAFCo is...

- An independent, quasi-legislative agency
  - Decisions made by the Commission are final – they cannot be appealed to other administrative bodies
- Functions as a state agency
- Granted with authorities pursuant to Govt. Code § 56000 et seq.
- In every county in California
- The “watchdog the Legislature established” to achieve its specified purposes – Fifth District Court



## Who is LAFCo?



## LAFCo is...

Comprised of an array of local representatives:

- Two members from the County board of supervisors (and one alternate)
- Two members from the city councils (and one alternate)
- Two members from the boards of independent special districts\* (and one alternate)
- One member from the general public (and one alternate)

\* Not all LAFCos have independent special district members



## 2025 LAFCo Commissioners

### County

- **Jeff Gorell**, Supervisor, District 2
- **Janice S. Parvin**, Supervisor, District 4
- **Matt LaVere**, Supervisor, District 1 (Alternate)

### City

- **Jenny Crosswhite**, City of Santa Paula
- **Bert Perello**, City of Oxnard
- **Susan Santangelo**, City of Camarillo (Alternate)

### Special District

- **Raul Avila**, Calleguas Municipal Water District
- **Chris Stephens**, Ventura Port District
- **Mohammed A. Hasan**, United Water Conservation District (Alternate)

### Public

- **Gene Talmadge**, Public Member
- **Joe Piechowski**, Public Member (Alternate)



## LAFCo Commissioners

“While serving on the commission, all commission members shall exercise their independent judgment on behalf of the interests of residents, property owners, and the public as a whole in furthering the purposes of this division. Any member appointed on behalf of local governments shall represent the interests of the public as a whole and not solely the interests of the appointing authority. This section does not require the abstention of any member on any matter, nor does it create a right of action in any person.”

*Govt. Code § 56331.4*





## LAFCo Commissioners must wear their “LAFCo hat”

- Commissioners do not represent the agency upon which they were elected to serve
- Commissioners do not represent special districts, cities, or the county
- Commissioners must work on behalf of the interests of residents, property owners, and the public as a whole
- Commissioners must work to further the purposes of LAFCo



## 2023 LAFCo Staff

- **Kai Luoma**, Executive Officer
- **Andrea Ozdy**, Deputy Executive Officer
- **Richelle Beltran**, Office Manager/Clerk to the Commission
- **Jeffrey E. Barnes**, LAFCo Legal Counsel (Chief Deputy County Counsel)



## What are the Purposes of LAFCo?



## LAFCo's purposes are...

- Discouraging urban sprawl
- Preserving open-space and prime agricultural lands
- Encouraging the efficient provision of government services
- Encouraging orderly formation and development of local agencies based upon local conditions and circumstances

*Govt. Code § 56301*



# How Does LAFCo Achieve these Purposes?



## Primary Duties

1. Coordinate logical and timely changes in local government boundaries.
  - 10 cities
  - 29 Independent Special Districts\*
  - 19 Dependent Special Districts
2. Establish a 'sphere of influence' for each city and special district.
3. Conduct special studies recommending ways to simplify and streamline governmental structure.
4. Determine or approve the services that special districts are authorized to provide.
5. Consider requests for out of agency services.



## Types of Special Districts

Airport districts	<b>Metropolitan water districts (1)*</b>
Bridge and Highway districts	Mosquito abatement districts
California water districts	Municipal utility districts
<b>Community services districts (2)</b>	<b>Municipal water districts (3)</b>
<b>County sanitation districts (2)</b>	Pest control districts
<b>County service areas (7)</b>	Police protection districts
<b>County water districts (4)</b>	<b>Public cemetery districts (3)</b>
<b>County waterworks districts (6)</b>	Public utility districts
<b>Drainage districts (2)</b>	Reclamation districts
<b>Fire protection districts (1)</b>	<b>Recreation and park districts (3)</b>
<b>Harbor and port districts (1 and 1)</b>	<b>Resource conservation districts (1)*</b>
<b>Healthcare districts (1)</b>	<b>Sanitary districts (3)</b>
<b>Flood control districts (1)</b>	Separation of grade districts
<b>Groundwater management agencies (2)</b>	Sewer districts
Irrigation districts	Sewer maintenance districts
Joint highway districts	<b>Transit or rapid transit districts (1)</b>
<b>Library districts (1)</b>	Unified or union high school library districts
<b>Memorial districts (1)</b>	Vector control districts
	<b>Water conservation districts (2)</b>



## Examples of Changes to Local Governmental Boundaries (changes of organization)

- Annexations & Detachments
- Consolidations
- Incorporations & Disincorporations
- Formations & Dissolutions
- Mergers



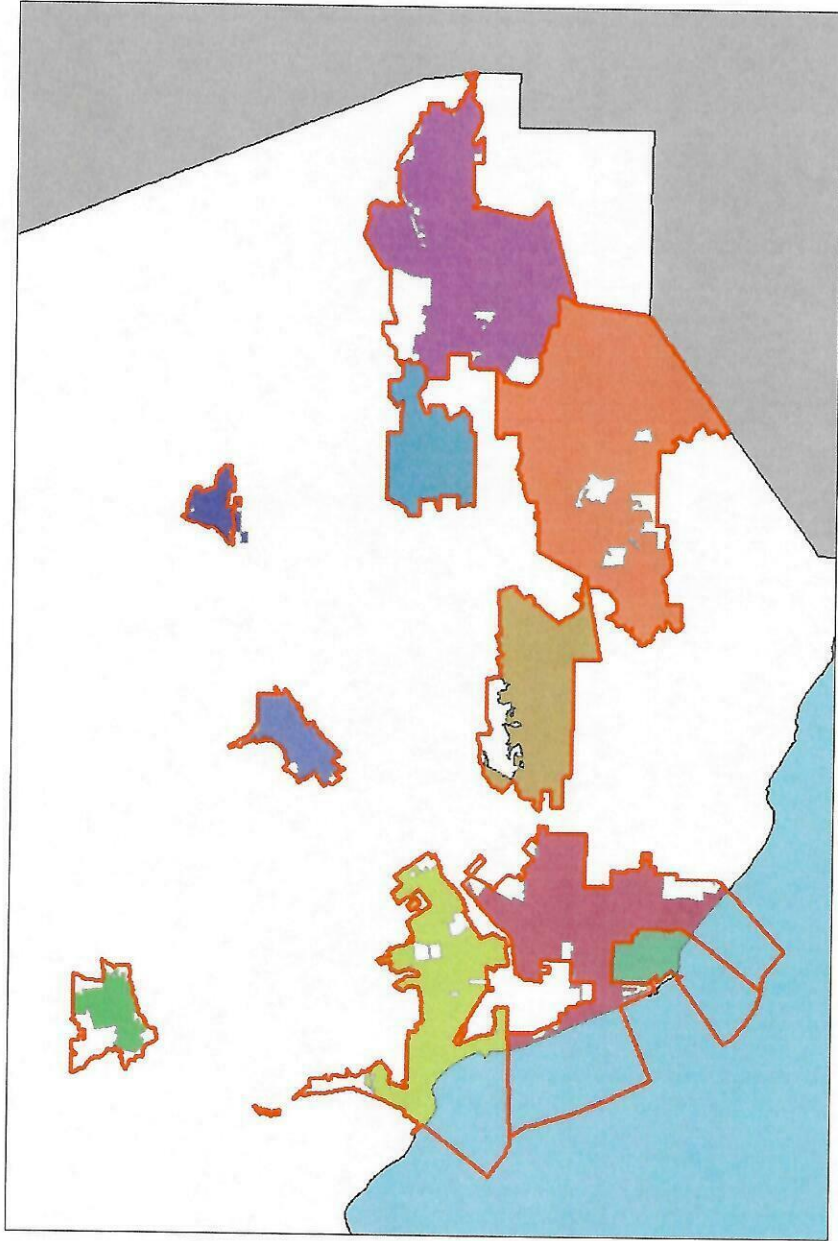


## Establishing Spheres of Influence

- Sphere of Influence:  
“A plan for the probable physical boundaries and service area of a local agency, as determined by the commission.”  
*Govt. Code §56076*
- LAFCo must adopt a sphere of influence for each city and special district
- LAFCo must, as necessary, review and update each sphere of influence every five years

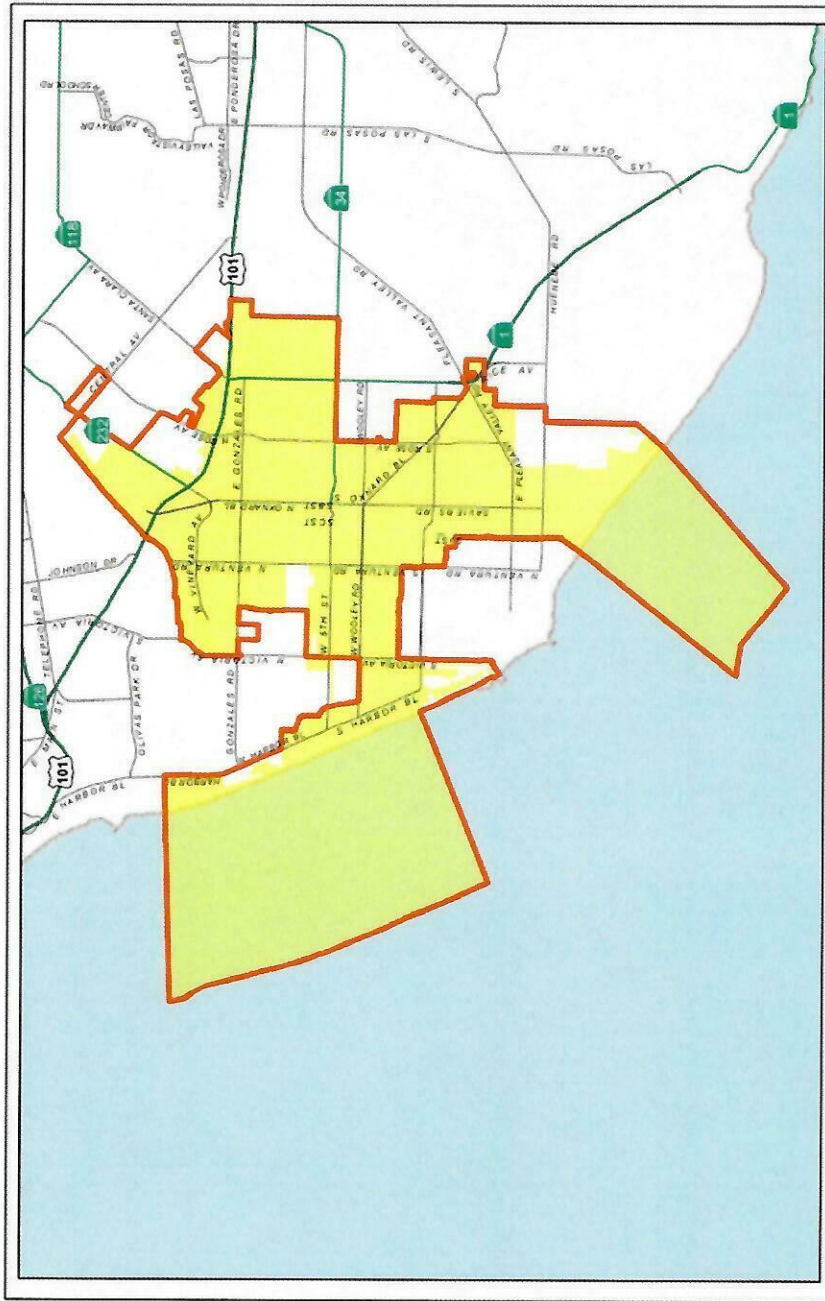


# City Spheres of Influence





# Spheres of Influence



**Legend**

	Sphere of Influence Boundary
	33,265.46 total acres (19,010.95 land area acres) (13,354.51 water area acres)
	Oxnard City Boundary
	30,767.11 acres (17,264.44 land area acres) (13,366.67 water area acres)



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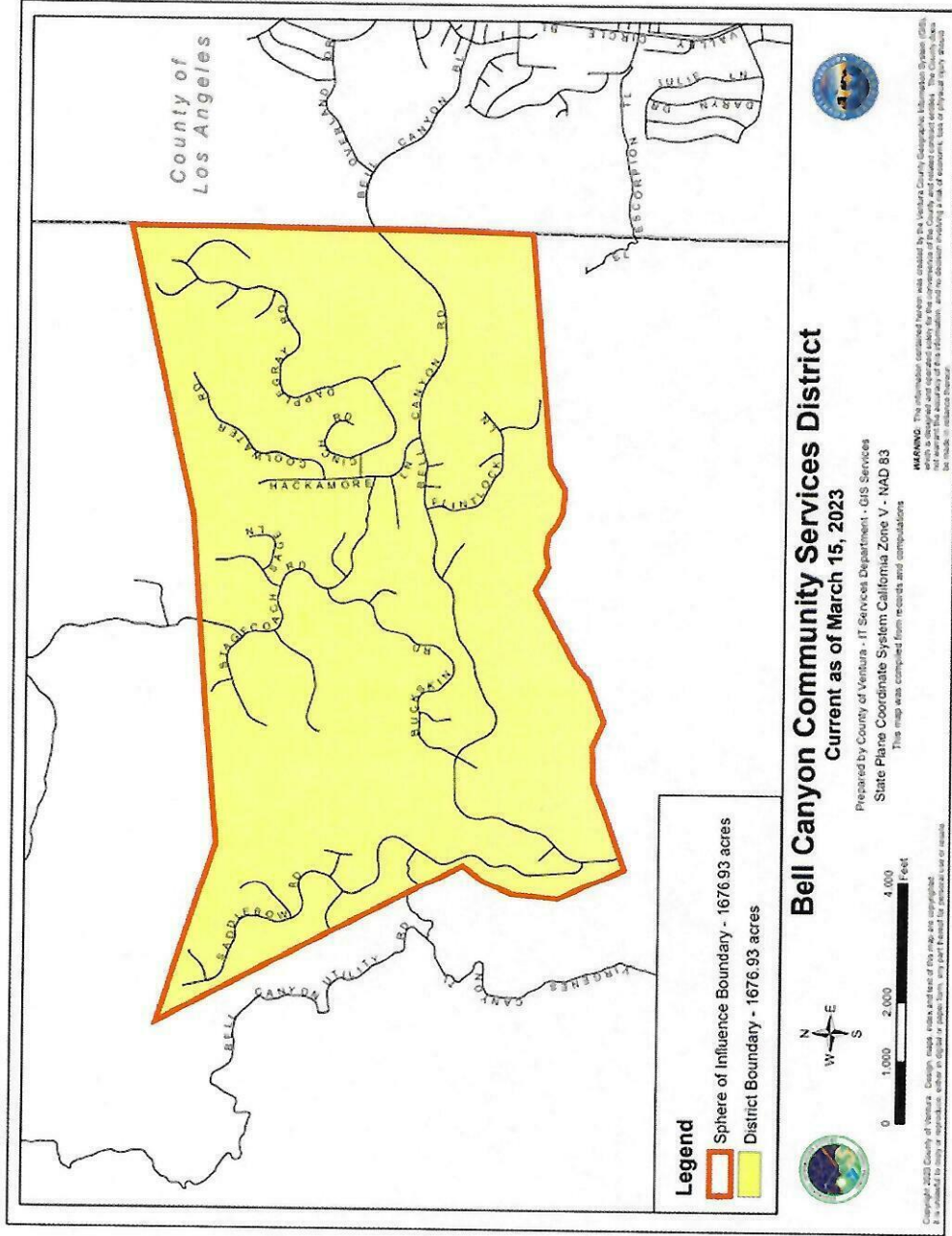
## City of Oxnard Current as of July 19, 2023



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# Bell Canyon CSD Sphere of Influence





## Municipal Service Reviews

- A comprehensive study to determine the adequacy of governmental services being provided by the local agencies subject to LAFCo jurisdiction
- Required to update or establish a sphere of influence
- MSRs study:
  1. Growth and population
  2. Adequacy of current and future public services and infrastructure needs
  3. Financial ability of agency to provide services
  4. Opportunities for share facilities
  5. Accountability, governmental structure and operational efficiencies



## Determining /Approving Authorized Services

### Determining Authorized Services:

“When adopting, amending, or updating a sphere of influence for a special district, the commission shall establish the nature, location, and extent of any functions or classes of services provided by existing districts.” (GC 56425(i))

### Approving Authorized Services:

- “Latent service or power” – Those services, facilities, functions, or powers authorized by the principal act under which the district is formed, but that are not being exercised, as determined by the commission pursuant to subdivision (i) of Section 56425. (GC 56050.5)
- The commission shall review and approve...or disapprove proposals for the establishment of new or different functions or class of services [i.e. latent services or powers] within all or part of the jurisdictional boundaries of a special district...(GC 56824.12(a))



## Requests for Out of Agency Services

“A city or district may provide new or extended services by contract or agreement outside its jurisdictional boundary only if it first requests and receives written approval from the commission of the county in which the affected territory is located.” *Govt. Code Section 56133(a)*

Commission may authorize the service:

1. In anticipation of a change of organization (usually annexation) if the area to be served is within the agency’s sphere of influence.
2. To respond to an existing or impending threat to public health and safety if the area to be served is outside the agency’s sphere of influence.

VENTURA LOCAL AGENCY FORMATION COMMISSION

## Commissioner's Handbook

Policies of the Ventura LAFCo



Ventura LAFCo  
801 S. Victoria Avenue, Suite 301  
Ventura, CA 93003  
[www.ventura.lafco.ca.gov](http://www.ventura.lafco.ca.gov)  
Effective January 1, 2002  
Revised and Readopted October 17, 2007  
With Updates through November 16, 2022

“It is the intent of the Legislature that each commission...shall establish written policies and procedures and exercise its powers pursuant to this part in a manner consistent with those policies and procedures and that encourages and provides planned, well-ordered, efficient urban development patterns with appropriate consideration of preserving open-space and agricultural lands within those patterns.”

*Govt. Code Section 56300(a)*



VENTURA LOCAL AGENCY FORMATION COMMISSION

## Commissioner's Handbook

Policies of the Ventura LAFCo



Ventura LAFCo  
801 S. Victoria Avenue, Suite 301  
Ventura, CA 93003  
[www.ventura.lafco.ca.gov](http://www.ventura.lafco.ca.gov)  
Effective January 1, 2002  
Revised and Readopted October 17, 2007  
With Updates through November 16, 2022

Division 1 – Operational Rules &  
Regulations

Division 2 – Operational Policies

Division 3 – Changes of  
Organizations and  
Reorganizations

Division 4 – Spheres of Influence

Division 5 – Out of Agency Service  
Agreements



# How is LAFCo Funded?



## LAFCo is Funded by...

- County (1/3)
- 10 Cities (1/3)
  - Apportioned based on revenue
- 29 Independent Special Districts (1/3)
  - Apportioned based on revenue

\* Limited funding from application fees and interest earnings



**Questions?**



BELL CANYON COMMUNITY SERVICES DISTRICT  
30 HACKAMORE LANE  
BELL CANYON, CALIFORNIA 91307

**MINUTES OF BELL CANYON CSD SPECIAL MEETING ON February 10, 2025**

In accordance with Government Code Section 54954, Notice is hereby given that the Board of Directors of the Bell Canyon Community Services District held a Special meeting at 7:00PM on Monday, February 10, 2025, to consider those items set forth in the posted agenda, except in accordance with Government Code Section 54954.2(b). Please note that the Board reserved the right to modify the order (listed in the agenda) in which items were heard.

- 1. Call to Order and Roll Call:** The meeting was called to order at 7:01 PM. Directors present were Judy Lantz (President), Julie De St. Jean, Norton Alderson, Shelby Linka and Peter Machuga. Suparna Jain and David Boyer, General Counsel and Walter Kelly, General Manager were present.
- 2. Pledge of Allegiance**
- 3. A moment of silence was observed for the victims of the Palisades and Eaton Fires.**
- 4. J. Lantz reviewed the rules of behavior due to hybrid nature of meeting using Zoom along with a live audience.**
- 5. Public comment on Agenda items:**
  - **Public Comments on Approval of Minutes** – Micki Davidovicz asked the new counsel their opinion on redactions and whether or not the new firm will redact legal invoices for a PRA request. Counsel stated the narrative on legal invoices is attorney-client privilege and will be redacted. Counsel referenced the California Attorney General opinion on redactions which states the narrative is redacted because it may give away privileged information.



BELL CANYON COMMUNITY SERVICES DISTRICT  
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BELL CANYON, CALIFORNIA 91307

**6. Approval of Attorney Representation Agreement**

P. Machuga moved to execute the agreement with Atkinson for representation. N. Alderson seconded. The motion passed as follows:  
Ayes: J. Lantz, J. De St. Jean, N. Alderson, S. Linka, P. Machuga  
Noes:  
Abstain:

**7. Next meeting**

The next regular meeting will be on Monday, February 24, 2025, at 7:00 PM

**8. Adjournment**

The meeting was adjourned at 8:17 PM.

**Bell Canyon Community Services District**  
**Balance Sheet**  
As of January 31, 2025

accrual Basis

	Jan 31, 25
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
10820 · Wells Fargo Checking #7543	(4,434)
10820-1 · Wells Fargo Sweep #7543	1,116,578
10851 · Wells Fargo #6605 Brokerage	556,775
10863 · California Class #0001	268,009
<b>Total Checking/Savings</b>	1,936,928
<b>Total Current Assets</b>	1,936,928
<b>Other Assets</b>	
16000 · Equipment	43,154
16005 · Land	21,406
16500 · Accumulated Depreciation	(31,906)
<b>Total Other Assets</b>	32,654
<b>TOTAL ASSETS</b>	<b>1,969,582</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
2100 · Payroll Liabilities	2,997
<b>Total Other Current Liabilities</b>	2,997
<b>Total Current Liabilities</b>	2,997
<b>Total Liabilities</b>	2,997
<b>Equity</b>	
3000 · Opening Bal Equity	905,662
3901 · Retained Earnings	1,043,620
Net Income	17,304
<b>Total Equity</b>	1,966,585
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>1,969,582</b>

ccrual Basis

**Bell Canyon Community Services District**  
**Profit & Loss**  
January 2025

	<u>Jan 25</u>
Ordinary Income/Expense	
Income	
30100 · PropertyTax Revenue	22,916
30200 · Interest Income	3,272
Total Income	<u>26,189</u>
Expense	
40495 · Software Subscription	54
40490 · Internet & Web Expenses	18
40005 · Accounting	1,029
40007 · Membership Dues/Subscriptions	325
40014 · Commerical Trash Removal	47,469
40501 · Internet	250
40505 · Printing	44
40507 · Bank Service Charges	454
41002 · Postage	8
44999 · GROSS WAGES	
45000 · Wages-General Manager	9,000
Total 44999 · GROSS WAGES	<u>9,000</u>
45005 · Payroll Tax Expense	913
Total Expense	<u>59,563</u>
Net Ordinary Income	<u>(33,375)</u>
Net Income	<u><u>(33,375)</u></u>



**Bell Canyon Community Services District  
Profit & Loss YTD Budget Performance  
January 2025**

ccrual Basis

	Jan 25	Budget	Jul '24 - Jan 25	YTD Budget	Annual Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
30100 · Property Tax Revenue	22,916.26	0.00	431,180.94	406,040.00	740,356.00
30200 · Interest Income	3,272.40	3,333.33	34,504.48	23,333.31	40,000.00
30300 · Income - Other	0.00	0.00	33.47	0.00	0.00
30509 · Income - Events	0.00	0.00	0.00	0.00	0.00
<b>Total Income</b>	<b>26,188.66</b>	<b>3,333.33</b>	<b>465,718.89</b>	<b>429,373.31</b>	<b>780,356.00</b>
<b>Expense</b>					
41003 · Phone Expense	80.00	80.00	243.00	560.00	960.00
40022 · Document Digitization	0.00	833.34	0.00	5,833.34	10,000.00
40495 · Software Subscription	53.98	50.00	180.61	350.00	600.00
40490 · Internet & Web Expenses	17.62		17.62		
40018 · Latent Power Application	0.00		0.00		
40019 · Graffiti Abatement Services	0.00	2,083.33	0.00	14,583.31	25,000.00
40020 · Security Services	0.00	83.33	0.00	583.31	1,000.00
40001 · Contract Services	0.00	583.34	0.00	4,083.34	7,000.00
40002 · Cost of Elections	0.00	0.00	0.00	0.00	0.00
40003 · Outside Service/Consultants	0.00	500.00	0.00	3,000.00	3,000.00
40004 · Legal	0.00	4,166.66	3,129.19	3,500.00	6,000.00
40005-1 · Annual Certified Audit	0.00	0.00	28,434.40	29,166.66	50,000.00
40005 · Accounting	0.00	0.00	17,300.00	18,470.00	18,470.00
40006 · Insurance	1,028.60	1,083.33	8,854.75	7,583.31	13,000.00
40007 · Membership Dues/Subscriptions	0.00	0.00	9,180.45	8,000.00	8,000.00
40009 · Miscellaneous	325.00	363.75	5,098.52	2,546.25	4,365.00
40011 · County Admin. Fees	0.00	41.67	52.64	291.69	500.00
40012 · LAFCO Fee	0.00	791.67	5.27	5,541.69	9,500.00
40014 · Commerical Trash Removal	0.00	0.00	481.00	450.00	450.00
40016 · CSD Vehicle Expenses	47,469.02	44,805.75	316,368.64	313,640.25	537,669.00
40017 · Restroom Maintenance	0.00	182.50	311.81	1,277.50	2,190.00
40500 · Office Supplies	0.00	400.00	2,370.54	2,800.00	4,800.00
40501 · Internet	169.75	141.67	1,737.10	991.69	1,700.00
40505 · Printing	44.49	80.00	1,153.94	560.00	960.00
40507 · Bank Service Charges	454.22	250.00	848.15	1,750.00	3,000.00
40508 · Rent Expense	0.00	441.67	3,191.79	3,091.69	5,300.00
405091 · Clean Up Events	0.00	550.00	6,190.00	3,850.00	6,600.00
40510-1 · Meetings	0.00	0.00	50.00	0.00	4,000.00
40511 · Recreational Activities	0.00	41.67	44.00	291.69	500.00
41000 · Publicity	0.00	4,166.67	2,396.58	29,166.65	50,000.00
41002 · Postage	0.00	0.00	0.00	0.00	0.00
42700 · Traffic Enforcement	8.31	166.67	15.61	1,166.69	2,000.00
44999 · GROSS WAGES	0.00	5,333.33	2,133.63	37,333.31	64,000.00
45000 · Wages-General Manager	9,000.00	3,900.00	35,500.00	27,300.00	46,800.00
45001 · Wages-Management Analyst	0.00	0.00	0.00	0.00	0.00
45002 · Rec Coordinator	0.00	1,300.00	0.00	9,100.00	15,600.00
<b>Total 44999 · GROSS WAGES</b>	<b>9,000.00</b>	<b>5,200.00</b>	<b>35,500.00</b>	<b>36,400.00</b>	<b>62,400.00</b>
45005 · Payroll Tax Expense	912.50	520.00	3,125.50	3,640.00	6,240.00
<b>Total Expense</b>	<b>59,563.49</b>	<b>72,940.35</b>	<b>448,414.74</b>	<b>540,502.37</b>	<b>909,204.00</b>
<b>Net Ordinary Income</b>	<b>-33,374.83</b>	<b>-69,607.02</b>	<b>17,304.15</b>	<b>-111,129.06</b>	<b>-128,848.00</b>
<b>Net Income</b>	<b>-33,374.83</b>	<b>-69,607.02</b>	<b>17,304.15</b>	<b>-111,129.06</b>	<b>-128,848.00</b>

CASH & INVESTMENTS		Jan-25							
BELL CANYON COMMUNITY SERVICES DISTRICT									
TYPE	INSTITUTION	MATURITY	AMOUNT	CURRENT MARKET VALUE	INTEREST RATE				
Checking Account	Wells Fargo #7543	N/A	(4,434)	(4,434)	0.00				
Investment Sweep	Wells Fargo #7543	N/A	1,116,578	1,116,578	4.26				
Checking	US Bank #3834 -was Union Bank	N/A	CLOSED	CLOSED	0.00				
Investment	Wells Fargo #6605	12/31/2024	556,775	556,775	4.940				
Investment	California Class #0001		268,009	268,009	4.426				
Investment	US Bank CD #7003	April 6, 2024	-	-					
<b>TOTALS</b>			1,936,928	1,936,928					

## BELL CANYON COMMUNITY SERVICES DISTRICT

## TREASURER'S REPORT

JANUARY 31, 2025

**CASH ON HAND @ DECEMBER 31, 2024**

Wells Fargo Checking #7543		(1,444)
Wells Fargo Sweep #7543		516,929
US Bank #3834 (was Union Bank)		646,788
Wells Fargo #6605 Brokerage		554,552
California Class #0001		266,959
US Bank CD #7003 - CLOSED		-

**TOTAL CASH ON HAND @ December 31, 2024****1,983,784****INCOME: DECEMBER 2024**

PROPERTY TAX REVENUE	22,916	
INTEREST EARNED	3,272	
INCOME - EVENTS		
INCOME - OTHER		

**TOTAL INCOME - DECEMBER 2024****26,188****BILLS PAID: DECEMBER 2024**

SOFTWARE SUBSCRIPTION	54	
INTERNET & WEB EXPENSE	18	
ACCOUNTING	1,029	
MEMBERSHIP DUES / SUBSCRIPTIONS	325	
COMMERCIAL TRASH REMOVAL	47,469	
PHONE / INTERNET	250	
PRINTING	44	
BANK SERVICE CHARGE	454	
POSTAGE	8	
WAGES - GENERAL MANAGER	9,000	
(Includes December Payroll paid in Jan/25)		
PAYROLL EXPENSE	913	
PAYROLL LIABILITY	690	
ACCOUNTS PAYABLE	12,792	

**TOTAL BILLS PAID - JANUARY 2025****73,046****TOTAL CASH ON HAND @ JANUARY 31, 2025****1,936,926**

Prepared By: Zareh Nazarian

Approved:

Credit Card Log for month of October 2024

Name on Credit Card: Walter Kelly

Credit Card Number \*\*\*\* \* 0286

Transaction	Date	Item charged	Quantity	Amount \$	Appr'd By <sup>1</sup>	Vendor name	Purpose/Use	Delivered to	Receipt given to
	10/14/24	T-Mobile	1	\$ 80.00	WK	T-Mobile	Mobile Phone	W. Kelly	BH
	10/28/24	Copies for Board Meeting	10	\$ 49.86	WK	FedEx	Board Meeting	W. Kelly	BH
	10/28/24	Water for office	1	\$ 12.74	WK	Westlake Village Shop	Office	W. Kelly	BH
	10/29/24	Printer Ink, Office Supplies	1	\$ 862.46	WK	Staples	Ink (\$600), Office Supplies	W. Kelly	BH
				<b>\$ 1,005.06</b>					

**Credit Card Log for month of November 2024**

**Credit Card Number** \*\*\*\* \* 0286

**Name on Credit Card:** Walter Kelly

**Transaction**

Date	Item charged	Quantity	Amount \$	Appr'd By <sup>1</sup>	Vendor name	Purpose/Use	Received by/ Delivered to	Receipt given to
11/2/24	Coffee	2	\$ 44.00	WK	Starbucks	Clean Up Day	WK	BH
2/1/25	Deposit to Wells Fargo for Coffee	1	\$ 44.00	WK	Wells Fargo	Deposit for Starbucks Coffee	WK	ZN
11/14/24	Mobile phone	1	\$ 80.00	WK	T-Mobile	Phone	WK	BH
11/18/24	Copies	1	\$ 35.86	WK	FedEx	Copies for meeting	WK	BH
11/18/24	Copies	1	\$ 24.82	WK	FedEx	Copies for meeting	WK	BH
11/18/24	Copies	1	\$ 24.89	WK	FedEx	Copies for meeting	WK	BH
11/18/24	Copies	1	\$ 7.20	WK	FedEx	Copies for meeting	WK	BH
11/18/24	Copies	1	\$ 24.71	WK	FedEx	Copies for meeting	WK	BH
11/18/24	Copies	1	\$ 6.75	WK	FedEx	Copies for meeting	WK	BH
11/18/24	Copies	1	\$ 6.37	WK	FedEx	Copies for meeting	WK	BH
11/18/24	Copies	1	\$ 11.80	WK	FedEx	Copies for meeting	WK	BH
11/18/24	Copies	1	\$ 22.91	WK	FedEx	Copies for meeting	WK	BH
11/19/24	Laptop + MSFT Office	1	\$ 654.00	WK	Best Buy	New Laptop + MSFT Office	WK	BH
11/20/24	Copies	1	\$ 12.05	WK	FedEx	Copies for meeting	WK	BH
11/20/24	Copies	1	\$ 50.34	WK	FedEx	Copies for meeting	WK	BH
11/20/24	Copies	1	\$ 24.58	WK	FedEx	Copies for meeting	WK	BH
11/20/24	Copies	1	\$ 9.71	WK	FedEx	Copies for meeting	WK	BH
11/22/24	Acrobat Subscription	1	\$ 23.99	WK	Adobe	Acrobat for Documents	WK	BH
11/25/24	Copies	1	\$ 62.34	WK	FedEx	Copies for meeting	WK	BH
11/27/24	Copies	1	\$ 15.08	WK	FedEx	Copies for meeting	WK	BH
11/27/24	Copies	1	\$ 2.35	WK	FedEx	Copies for meeting	WK	BH
11/30/24	Upgrade	1	\$ 29.99	WK	Adobe	Premium	WK	BH
12/2/24	Copies	1	\$ 159.22	WK	FedEx	Copies for meeting	WK	BH
			<b>\$ 1,376.96</b>					

Credit Card Log for month of December 2024

Credit Card Number \*\*\*\* \* 0286 Name on Credit Card: Walter Kelly

Transaction	Date	Item charged	Quantity	Amount \$	Appr'd By <sup>1</sup>	Vendor name	Purpose/Use	Received by/ Delivered to	Receipt given to
	12/14/24	Phone	1	\$ 80.00	WK	T-Mobile	Mobile phone	WK	BH
	12/16/24	E-Mail	1	\$ 17.62	WK	Proton	district email	WK	BH
	12/17/24	Stamps	1	\$ 8.31	WK	USPS	Mail	WK	BH
	12/20/24	Adobe	1	\$ 23.99	WK	Adobe	Documents	WK	BH
	12/23/24	Copies	1	\$ 44.49	WK	FedEX	Copies for meeting	WK	BH
	12/31/24	Adobe	1	\$ 29.99	WK	Adobe	Documents	WK	BH
				\$ 204.40					

Credit Card Log for month of January 2025

Credit Card Number \*\*\*\* \* 0286

Name on Credit Card: Walter Kelly

Transaction

Date	Item charged	Quantity	Amount \$	Appr'd By <sup>1</sup>	Vendor name	Purpose/Use	Received by/ Delivered to	Receipt given to
1/8/25	Two Monitors for Accountant	1	\$ 222.32	WK	Best Buy	Accounting	WK	ZN
1/14/25	mobile phone	1	\$ 80.00	WK	T-Mobile	Phone	WK	ZN
1/20/25	Acrobat	1	\$ 23.99	WK	Adobe	Subscription	WK	ZN
1/21/25	Cable	1	\$ 12.86	WK	Best Buy	Accounting	WK	ZN
1/21/25	Heater	1	\$ 89.73	WK	Lowes	Heater for office	WK	ZN
1/21/25	Stamps	1	\$ 21.90	WK	USPS	Mail	WK	ZN
1/27/25	Copies	1	\$ 6.41	WK	FedEx	Copies for meetings	WK	ZN
1/27/25	Copies	1	\$ 2.12	WK	FedEx	Copies for meetings	WK	ZN
1/27/25	Copies	1	\$ 199.85	WK	FedEx	Copies for meetings	WK	ZN
1/29/25	Copies	1	\$ 49.43	WK	FedEx	Copies for meetings	WK	ZN
1/29/25	Copies	1	\$ 1.63	WK	FedEx	Copies for meetings	WK	ZN
1/31/25	Acrobat	1	\$ 29.99	WK	Adobe	Documents	WK	ZN
			\$ 740.23					

**EVENT PLANNING VENDOR AGREEMENT ("AGREEMENT") WITH THE  
BELL CANYON COMMUNITY SERVICES DISTRICT ("DISTRICT")**

**1. EVENT PLANNING VENDOR INFORMATION**

Date and Time of Scheduled Event: \_\_\_\_\_

Location of Scheduled Event ("Property"): \_\_\_\_\_

Name of Vendor ("Vendor"): Jenni Mandelblatt

Description of Event, Equipment and/or Services to be Provided under Agreement ("Event"):

**Described in Exhibit "A" attached hereto and incorporated herein by reference.**

Telephone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Date of District Board Approval: \_\_\_\_\_ ("Effective Date")

**2. COMPENSATION/EVENT FEE**

District agrees to pay Vendor at a rate of Thirty Dollars per hour (\$30.00/hr) for the Event ("Event Fee"). District shall pay Vendor by check within thirty (30) days of being provided an invoice by Vendor for services provided for the Event.

**3. VENDOR RESPONSIBILITIES**

Services/Responsibilities: Vendor shall provide the services as set forth in Exhibit "A" attached hereto "

Conduct of Vendor, Employees, Volunteers and Invitees. Vendor shall ensure that all employees, contractors, volunteers, invitees, and all others under the control of Vendor will adhere to proper standards of public conduct and comply with all District policies. Vendor is solely responsible for the safety and security of its employees, contractors, volunteers, and invitees at all times.

**4. INDEMNIFICATION**

The District shall be responsible for, and Vendor shall not be answerable or accountable in any manner for any loss or expense by reason of any damage, injury or death to person or property, or both, arising out of or in connection with the District's activities at the Property and/or this Agreement. District shall indemnify and defend Vendor against and will hold and save them harmless from any and all actions, demands, claims, liens, damages to persons or property, penalties, obligations or liabilities, including attorney's fees, that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization arising out of or in connection with District's activities at the Property and/or this Agreement, whether or not there is concurrent passive negligence on the part of Vendor, but excluding such actions, claims, damages to persons or property, penalties, obligations or liabilities arising from the sole active negligence or willful misconduct of Vendor. The provisions of this Section shall survive the termination or expiration of this Agreement.

**5. MISCELLANEOUS**

Compliance with Laws. Vendor shall keep fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the Event provided the under this Agreement.



Attorneys' Fees. If any legal action is necessary to enforce any of the terms or conditions of this Agreement, each Party shall bear their own attorneys' fees, except as set forth above.

Legal Interpretation. This Agreement shall be governed by and the rights, duties, and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Ventura County, California

Entire Agreement: Amendment. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. This Agreement may not be changed except in writing executed by both Parties.

Notices. Any notice, request, information or other document to be given hereunder to any of the Parties by any other Parties shall be in writing and shall be deemed given and served upon delivery, if delivered personally, or three (3) days after mailing by United States mail as follows:

If to Vendor

**Jenni Mandelbatt**  
**Address specified in Section 1 above.**

If to DISTRICT:

**Bell Canyon Community Services District**  
Attention: General Manager  
gm@bellcanyoncsd.ca.gov

Any Party may change the address or persons to which notices are to be sent to it by giving the written notice that such change of address or persons to the other Party in the manner provided for giving notice.

Independent Contractor. Vendor shall have no authority to contract on behalf of District. It is expressly understood and agreed by both Parties hereto that Vendor while engaged in carrying out and complying with any terms of this Agreement, is not acting as an agent, officer, or employee of District. Vendor shall be responsible for all salaries, payments, and benefits for all of its officers, agents and employees in performing the Event.

Assignment. Vendor shall not assign this Agreement.

Nondiscrimination. In utilizing the Agreement, Vendor shall comply with all applicable non-discrimination laws and shall not discriminate against any person on account of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics.

Ambiguities not to be Construed against Drafting Party. The doctrine that any ambiguity contained in a contract shall be construed against the Party whose counsel has drafted the contract is expressly waived by each of the Parties hereto with respect to this Agreement.

Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement

Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

District Approval. This Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the District's Board of Directors duly passed and adopted.

Scanned/Electronic Signatures. This Agreement may be executed and transmitted to any other Party by PDF, which PDF shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

DISTRICT: **BELL CANYON COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
Its: General Manager

VENDOR: **JENNI MANDELBLATT**

By: \_\_\_\_\_  
Jenny Mandelblatt

**Exhibit "A"**

*[Insert Description of Event, Equipment, and/or Services to be Provided]*

**RESOLUTION NO. 25-01**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE BELL CANYON  
COMMUNITY SERVICES DISTRICT CORROBORATING DR. OLGA DAMASCUS'  
CONTENTION SHE DID NOT PHYSICALLY ATTACK ERIC WOLF AT PRIOR  
SPECIAL BOARD MEETING**

**WHEREAS**, the Board of Directors of the Bell Canyon Community Services District ("District") held a special board meeting on June 19, 2023 ("Meeting"); and

**WHEREAS**, Mr. Wolf alleged that Dr. Damascus physically attacked him at said Meeting;  
and

**WHEREAS**, a temporary restraining order against Dr. Damascus was obtained as a result of Mr. Wolf's claims; and

**WHEREAS**, each of the Directors of the District's Board hereby corroborates and affirms Dr. Damascus' contention that she did not physical attack Mr. Wolf at the Meeting and that the temporary restraining order that resulted from the alleged attack was unwarranted.

**NOW, THEREFORE**, the Board of Directors of the District hereby finds, determines, and declares the following:

Section 1. All of the recitals set forth above are true and correct and the Board of Directors so finds and determines.

Section 2. This Resolution shall be effective as of the date of its adoption.

**APPROVED, PASSED, AND ADOPTED** by the Board of Directors of the Bell Canyon Community Services District, Ventura County, State of California, this 24th day of February, 2025 by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
President of the Board of Directors of the Bell  
Canyon Community Services District



4532 Telephone Road, #102  
Ventura, CA 93003  
805.658.1PLV (1758)  
office@pacificlowvoltage.com  
pacificlowvoltage.com  
CA License #984173 | ACO #7715

**Date:**  
January 28, 2025

**Project #:** 4906  
**Version #:** 1

## Low Voltage Systems Agreement

**Prepared for:**

Walter Kelly  
Bell Canyon CSD CA  
30 Hackamore Ln,  
Bell Canyon, CA 91307

**Project:**

Verkada Security  
**Project Address:**  
30 Hackamore Ln,  
Bell Canyon, CA 91307

**Project Description**

Pacific Low Voltage is pleased to offer our proposal for Bell Canyon CSD CA

**Scope of Work**

The proposal is to provide labor, material and equipment to include the following:

### Verkada Security

Bell Canyon Community Services District will be fit with a new Verkada security system including (1) outdoor 5mp fixed dome camera, (1) card reader, (1) cylindrical lock, (1) 8-port POE switch, and 1-year Verkada system licensing.

End devices to be installed at the following locations:

- (1) 5mp Camera to be installed on front patio.
- (1) Card reader and cylindrical lock to be installed at front door
- POE switch and access control panel to be installed in local IDF

QTY	Product Description
1	CD52-E Outdoor Dome Camera, 256GB, 30 Days Max
1	Arm Mount
1	Pendant Cap Mount
1	1-Year Camera License
1	Category 6 Blue - (PVC)
1	AC42 4 Door Controller
1	4AH Backup Battery
1	AD33 Multi-format Card Reader
1	1-Year Door License
0.3	Access Control Composite Cable

- 1 Security Door Controls Z7252 Electrified Cylindrical Lock
- 1 Door Loop
- 1 Door Contact
- 1 8-Port POE Switch

**10-Year Verkada System Licensing**

In lieu of 1-year, 10-year Verkada system licensing will be provided.

This cost is in addition to base scope price.

QTY	Product Description
1	10-Year Camera License
1	10-Year Door License
-1	Hardware Discount

**Project Summary Cost**

Detail	Amount
Verkada Security	\$7,495.00

**Alternates**

Detail	Amount
10-Year Verkada System Licensing	\$2,500.00

Initials

**Clarifications**

- Pacific Low Voltage warranties work completed as a result of installation defect for 1 year
- LAN Equipment includes 1 year manufacturer warranty
- Physical Security Equipment includes 1 year manufacturer warranty
- Avigilon Alta Equipment includes 10 year manufacturer warranty
- Verkada Equipment includes 10 year manufacturer warranty
- OSP cable is to be utilized at all underground and outdoor locations
- It is expected that trash dumpsters will be provided by owner
- Alarm work performed by PLV is regulated by the CA Bureau of Security and Investigative Services
- All low voltage communication cabling, installation, and termination included as required to SOW
- Central Station Alarm Monitoring is provided directly from Verkada

**Exclusions**

Plan check, permit & inspection fees  
Any and all items not listed in proposal  
Afterhours, Holiday, or Weekend Work  
Prevailing wage. Standard labor rates apply.  
Plenum Rated Cable - All cable provided is PVC rated  
Client to provide 120 Volt electrical outlets as required

**Agreement Sum and Payment Schedule**

The Client agrees to pay Pacific Low Voltage (PLV) for material and performance of the project work, in the sum of: \$7,495.00

With the selected and initialed licensing term above, the updated Agreement cost including licensing shall be in the sum total of:

\$ \_\_\_\_\_

Work will be invoiced by a deposit for material ordered and periodic draw requests based on percentage of the work completed and/or materials stored on-site per the following schedule:

- 50% Due upon procurement & configuration of equipment
- 50% Due upon completion of project

Client shall make all payments within 30 business days from the date of invoice. If the Client does not make timely payments in accordance with this agreement, PLV will not be required to proceed with the work and will stop work. PLV may keep the project idle until all payments due are received. Any payments not received within 30 days will be deemed late and subject to a late fee equal to 1.5 percent per month of the outstanding unpaid amount.

### **Installation**

PLV shall sell and install, or cause to be installed, the equipment described in the SOW and equipment list, unless specifically excluded or provided by others. The equipment described shall be installed at the Client's Premises identified above. Client will permit PLV to enter the Premises to install the System and provide uninterrupted access. Client is to approve the locations where the System devices will be placed. PLV will attempt to conceal all wires, but the existing structure may require some of the wires to be visible. PLV is authorized to make any preparation such as drilling holes, driving nails, making attachments, or any other changes necessary for installation or service of the System.

### **Changes in Work**

Should the Client direct any modifications, addition, or deletion to the work covered by this agreement, the agreement price and schedule shall be adjusted accordingly. Modifications, additions or deletions to the work shall be executed only when both the Client and PLV have signed a Change Order. Change Orders will be invoiced in full upon execution of Change Order and payment is due upon receipt of invoice, prior to work being completed.

### **Hazards**

Before installation begins, the Client must inform PLV where not to drill or expose due to pipes, wires, equipment, or hazardous materials. Unless so informed, PLV will decide where to drill holes and install equipment. PLV will use reasonable care to avoid concealed items. All costs to repair or replace pipes, wires, equipment, walls, ceilings, floors, or furnishings shall be Client's sole responsibility.

### **Allowances**

If the Agreement price includes allowances, and the cost of performing the work covered by the allowance is less or more than the allowance, the Agreement price shall be decreased or increased accordingly.

### **Plans and Specifications; Purchase Order**

If the System is to be installed or replaced according to Client's plans and specifications, Client shall pay for all costs incurred for any work necessitated by errors in the plans provided. If there is any conflict between this Agreement and Client's purchase order or other document delivered to PLV, this Agreement will govern, whether the purchase order or document is prior or subsequent to this Agreement.

### **Authorities Having Jurisdiction**

Client shall be solely responsible for all costs necessitated by changes in the regulations or standards of any authority having jurisdiction, including the interpretation of the regulations and standards. Client shall promptly pay PLV for the cost of any modifications to the work under this Agreement that may be requested by the owner of the Premises if Client is not the owner, or any authorities having jurisdiction, including building and safety departments, State Fire Marshall, local fire or electrical departments, insurance companies, homeowners associations, or any other federal, state, or local agency.

### **Delays**

PLV agrees to start and diligently pursue the work described in this Agreement through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits, extra work ordered by Client, inability to secure material through regular recognized channels, failure of Client to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies, or other causes beyond PLV's reasonable control.

### **Subcontracts**

PLV may subcontract portions of this work to properly qualified, licensed and insured subcontractors.



### **Photo Use**

PLV and all persons employed or engaged by PLV have the right to photograph the work area before, during, and after the agreed work. All photographic documentation becomes the property of PLV which may be used for training, quality control, publication in newspapers, magazines, and other print media, use in broadcast media, publication via the Internet, and use in marketing materials used by PLV. No personal names or addresses of subjects of photographic materials will be displayed or disclosed without prior approval by Client.

### **Banner/Sign Use**

PLV reserves the right to post construction banners and/or signs at the exterior perimeter of projects that are under new construction. Banners will consist of company logo, address, and contact information for advertising purposes, unless explicitly disallowed by Client.

### **Acceptance of Installation**

Any error or omission in the design, construction, or installation of the System must be brought to PLV's attention in writing within 10 days after completion of installation. Upon the expiration of 10 days, the installation shall be deemed to be totally satisfactory to and accepted by Client.

### **Default**

Any of the following shall constitute Client default under this Agreement: 1) failure to pay any amount provided in this Agreement within 30 days after the same is due; or 2) failure to perform any other obligations under this Agreement within 10 days after written request. If Client defaults, PLV shall have the right to discontinue all services upon 7 days' written notice to Client, to accelerate and recover all amounts due under this Agreement, and all other sums to which PLV is entitled.

### **Liquidated Damages; Limitation of Liability**

PLV or affiliates are not insurers. Client shall obtain all property, life, health, or disability insurance. The payments required are based solely upon the value of the System or services, and not on the value of Client's property or the property of others located in or on Client's Premises. PLV makes no guarantee or warranty, including any implied warranty of merchantability or fitness, that the System will avert or prevent occurrences or the consequences therefrom, which the System or services is designed to detect or avert. It is impractical and extremely difficult to determine in advance (1) the value of Client's property or the property of others kept on the Premises, which may be lost, stolen, or damaged if the System or service does not operate properly; (2) the response time of any law-enforcement agency, fire department, paramedic unit, or guard service; and (3) what portion, if any, of a loss, personal injury, or death would be proximately caused by our failure to perform or negligence; or (4) whether a CCTV or access control system will detect or prevent unauthorized intrusions or activities. If PLV is found liable for loss or damage of any kind whatsoever from our failure to perform any of our obligations under this Agreement, failure of the System, equipment, or service in any manner, breach of warranty, or our active or passive negligence, then PLV's liability shall be limited to \$1,000.00 as liquidated damages and not as a penalty. This shall be the Client's only remedy regardless of the legal theory used.

### **Licenses**

- A. Contractors' State License Board (CSLB) / Low Voltage C-7 - PLV is required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors. Any questions concerning a contractor may be referred to the Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.
- B. Alarm Company Operator - PLV is licensed and regulated by the State of California, Department of Consumer Affairs, Bureau of Security and Investigative Services, Sacramento, California 95814.

### **Notice to Cure**

Before any action or arbitration can be brought by Client against PLV for any alleged installation defect or default under this Agreement, Client must provide written notice to PLV and an opportunity to cure. The written notice must specifically identify the nature and location of any claimed installation defects and/or defaults that are under the Agreement.

### **Arbitration and Litigation**

If any controversy or dispute should arise regarding this agreement and which the parties do not promptly resolve, the controversy or dispute between the parties shall be decided by arbitration by and under the rules of the American Arbitration Association in Los Angeles, California and judgment upon award may be entered in any court having jurisdiction thereof. The parties shall have discovery rights as set forth in code of Civil Procedure Section 1283.05. Notwithstanding the foregoing, either party may petition a court of competent jurisdiction to obtain, as such court may award, provisional remedies pending the outcome of the arbitration proceedings. As a condition precedent to arbitration, the parties must participate in mandatory mediation. The mediation shall be held in accordance with the Construction Industry Rules of the American Arbitration Association. Thirty (30) days prior to the date set for the mediation, the parties shall make a good faith exchange of any and all documents, photographs, videos, etc., relating to the controversy between them. The mediator, in his or her sole discretion shall have the power to order additional discovery of any sort allowed under California Law. Should any party refuse or neglect to appear or to participate in arbitration proceedings in the arbitrators are empowered to decide the controversy in accordance with whatever evidence is presented by the party or parties who do participate. The arbitrators are authorized to award any party of parties such sums as they shall deem proper for the time, expense and trouble of arbitration. The prevailing party shall be awarded and fully compensated for all of the costs actually incurred in good faith as a result of its participation in such proceedings, including the cost discovery, attorney's fees and mediation fees.

### **Attorney Fees**

If either party becomes involved in litigation or arbitration arising out of this agreement/contract or the performance thereof, the court or arbitrator in such proceeding, or in a separate suit, shall award attorney fees and costs to the justly entitled party. The attorney fee award shall not be computed in accordance with any court schedule, but shall be such as to fully reimburse all attorney fees actually incurred in good faith, regardless of the size of the judgment, it being the intention of the parties to fully compensate for all attorney fees paid or incurred in good faith.

### **Limited Warranty**

PLV warrants to the Client that all materials and equipment furnished under the Agreement shall be new, of good quality, free from faults and defects unless specified otherwise by the Agreement. PLV hereby warrants its work against all deficiencies and defects for a period of one year. Any defective work or pickup work shall be corrected immediately upon discovery. This Limited Warranty does not include batteries, alarm screens, film or storage media, hard drives, or other disposable items. This Limited Warranty does not apply to any equipment not installed by PLV. Warranty service shall be provided Monday through Friday, excluding holidays, between the hours of 8:00 a.m. and 4:30 p.m. Emergency service is available at all other times at our overtime labor rate. This Limited Warranty will be terminated immediately, and will be of no force or effect, if anyone other than an authorized company representative attempts the repair, service, or modification of any portion of the System. PLV shall not be responsible for loss or damage while the System is under repair or is awaiting parts.

### **Notices**

All notices regarding this Agreement shall be in writing and may be served by personal delivery, or by certified mail, return-receipt requested, with postage prepaid, to the addresses set forth in this Agreement or to any other address provided by one party to the other from time to time in writing.

### **Indemnification; Subrogation**

**PLV's Indemnity Obligation.** To the fullest extent permitted by law, PLV shall indemnify, defend and hold harmless Client from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from installation of the equipment and performance of the work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of PLV, a contractor or anyone directly or indirectly employed by them.

**Client's Indemnity Obligation.** To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless PLV and its employees, agents and contractors from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the actions of Client and Client's contractors (other than PLV) or from existing conditions on the project not caused by PLV and its employees, agents or contractors, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Client or Client's contractors (other than PLV).

**Indemnity and Defense Procedures.** If any claim, action, suit or proceeding is brought against an indemnified party for any claims, damages or losses which is covered by either PLV's or Client's indemnity obligation stated above, the indemnifying party shall, upon receipt of notice of the proceedings, assume the defense with counsel of the indemnifying party's choosing, and bear and pay for the defense and losses of such claims, including reasonable attorney's fees, costs, liability, judgment or settlement as they may be incurred. The indemnified party shall reasonably cooperate with the indemnifying party and its counsel; provided, however, that the indemnified party may participate in such defense or settlement through independent counsel chosen by indemnified party at its own expense.

### **Entire Agreement**

This Agreement is the entire agreement between the parties. No other agreements, representations, or warranties, express or implied, oral or written, have been made by any party to the other with respect to this Agreement. All prior and contemporaneous conversations, negotiations, and warranties are not relied upon and are waived. This Agreement is intended to supersede and replace all prior oral or written agreements or understandings between the parties. This is an integrated agreement. This Agreement cannot be modified, altered, or amended unless done so in writing and signed by authorized representatives of both parties.

### **Enforceability; Waiver of Breach**

If any part of this Agreement is deemed void, unenforceable, or invalid, the remaining portions of the Agreement shall be and remain enforceable, and in full force and effect. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

### **Limitation of Actions; Governing Law**

Any lawsuit, proceeding, or action that relates in any way to this Agreement, whether based upon contract, negligence, or otherwise, shall be brought no later than one year after the accrual of the claim. This Agreement was made and entered into in Ventura County, California between California domiciliaries. The validity, meaning, and effect of this Agreement shall be determined in accordance with California law, regardless of choice of law principles.

### **Changes in Client Ownership of Premises**

The vacation of Client's Premises shall not relieve Client of Client's duties and obligations under this Agreement.

**Authorized Signatories**

The individuals executing this Agreement are authorized signatories and have the full power to enter into this Agreement, and make the representations and warranties set forth here.

**Acceptance of Agreement and Terms**

The prices, specifications, and conditions in this Agreement are satisfactory. Client understands, approves, and accepts this Agreement. This Agreement shall not be binding upon PLV unless it is approved in writing by an authorized company officer. This agreement must be accepted within 10 days from the date on its face, or PLV may withdraw it.

**Pacific Low Voltage:**

CA License #984173 / ACO#7715

**Client:**

Bell Canyon CSD CA

\_\_\_\_\_  
By

\_\_\_\_\_  
Nick Semolich, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Name , Title

\_\_\_\_\_  
Date

**Discussion and Action to amend the Policy Manual section 13 to add 13.4**

**13.4 Attorney Relations**

The General Manager is the only authorized contact with the District's attorneys except in personnel matters where the officers may directly contact the attorneys. Any board member may contact the General Manager and jointly discuss District business with the attorneys. The attorneys are not permitted to respond to other inquiries without the written authorization of the General Manager or the board.

The General Manager shall process invoices monthly and report expense vs budget at each regularly scheduled board meeting. The General Manager is not authorized to commit any expense not authorized in the budget.

**Discussion and Action to amend the Policy Manual section 6 to add 6.5**

**6.5 Office Access**

Board members are not permitted in the District office without the General Manager's approval except in situations that pose an immediate risk to property or the environment and require immediate attention. Pass code should be provided to authorized board members or the landlord as required by the lease to respond to the risk. The district's office use is restricted to official District business.