

Nevada County Consolidated Fire District

640 Coyote Street
Nevada City, CA 95959
(530) 265-4431
FAX 265-4438



www.nccfire.com
nccfire@nccfire.com

BOARD OF DIRECTORS

Keith Grueneberg, President
Patricia Nelson, Vice President
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Pat Sullivan, Division Chief
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Tricia Bush, Administrative Services Assistant

BOARD OF DIRECTORS AGENDA- SPECIAL MEETING WEDNESDAY, JUNE 7, 2023– 2:00 PM

NEVADA COUNTY CONSOLIDATED FIRE DISTRICT, 11329 MCCOURTNEY ROAD, GRASS VALLEY, CA 95949

◆—————◆

Pursuant to Governor Gavin Newsom’s Executive Order pertaining to the convening of public meetings in response to the COVID-19 pandemic, the Nevada County Consolidated Fire District will hold its regularly scheduled meeting. This meeting is open to in-person attendance. To remain in compliance with the state public health guidance, face coverings are strongly recommended to be worn by all individuals while indoors. The Public’s and Employee’s health and well-being are the top priority for the Board of Directors of the Nevada County Consolidated Fire District, and you are urged to take all the appropriate health safety precautions.

Tricia Bush, Board Secretary
(530)265-4431
triciabush@nccfire.com

The Board of Directors welcomes you to its meetings and your participation is encouraged and appreciated. Any Member of the Audience desiring to address the Board on a matter appearing on the Agenda, before or during consideration of the item, may do so after receiving recognition from the presiding officer. In order for all interested parties have an opportunity to speak, please limit your comments to the specific item under discussion. For further rules on public comment and other matters, please see the last page of this agenda.

NOTICE

If requested, this agenda can be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact the Clerk of the Board for further information.

All items posted on the agenda, including under correspondence, may be acted upon by the Board of Directors. However, matters under committee reports and department manager's reports may be briefly addressed by the Board or Staff but no action or discussion shall be undertaken on any item not appearing on the posted agenda. (GC 54954.2)

The Board of Directors may hold a Closed Session as the agenda schedule permits.

STANDING ORDERS:



- 2:00 p.m. Call to Order
- Roll Call
- Pledge of Allegiance to the Flag
- Corrections and/or deletions to the agenda

***PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA**

Per CA Government Code 54954.3

This is the time for any member of the public to address the Board on any item not on this Agenda that is within the subject matter jurisdiction of the NCCFD Board. Please wait for recognition from the presiding officer. The Board generally cannot act on or discuss an item not on the agenda. However, the Board may "briefly respond" to comments or questions from the members of the public. Please see the rules for public comment at the end of this agenda.

NEW BUSINESS

1. Discussion and Possible Action, Agreement with Outlaw Foods. **Chief Robitaille**
2. Discussion and Possible Action, Resolution R23-10, Authorizing the Fire Suppression Benefit Assessment, District 2004-1, Located in the Boundaries of the Nevada County Consolidated Fire District, to be Placed on the Nevada County Secured Tax Rolls & Requesting the County of Nevada to Levy & Collect this District-Wide Fire Suppression Benefit Assessment for FY 2023/2024.
Admin. Svcs. Long

ADJOURNMENT

Board Meeting Schedule

All Regular Board Meetings will take place on the third Thursday of the month.

Copies

Copies of the agenda documents relative to an agenda item may be obtained at the Administrative Office, 640 Coyote Street, Nevada City, CA 95959, at a cost of \$1.00 dollar per page.

Board Meeting Notices

This Special Meeting Agenda was posted 24 hours in advance of the meeting at the following locations: Nevada County Consolidated Fire District: Administration Office, 640 Coyote Street, Nevada City; Station 86, 12337 Banner Lava Cap Rd, Nevada City; Station 88, 14400 Golden Star, Grass Valley; Station 89, 11833 Tammy Way, Grass Valley; and on our website address at <http://www.nccfire.com>. Our e-mail address is nccfire@nccfire.com.

Rules Applying to Public Comments (as provided by CA Government Code Section 54954.)

A. Members of the public wishing to address the Board upon any subject within the jurisdiction of the Nevada County Consolidated Fire District may do so upon receiving recognition from the presiding officer at the appropriate time. You may address the Board on any agenda item prior to Board Action. If you wish to address the Board on an item not on the agenda, you may do so during the General Public Comment period. Understand that no action may be taken on an item not on the agenda.

- Where necessary for the orderly operation of the meeting, the presiding officer may limit public comment during the public comment period or public hearing to no more than five minutes per individual.

B. After receiving recognition, please stand and state your name, as all meetings are being taped. Note that stating your name is a voluntary act and is not required.

C. Members of the public may submit written comments on any matter that is listed on the agenda or for general public comment. You may submit written comments on any matter by U.S. Mail addressed to 640 Coyote Street, Nevada City, CA 95959 or by e-mail to triciabush@nccfire.com. For comments to be read at the meeting and entered into the minutes they must be received no later than 8:00 a.m. on the morning of the noticed meeting.

D. **All documents to be presented to the Board of Directors shall be given to the Secretary of the Board for distribution (original and seven copies) prior to the Call of Order of meeting.**

E. Complaints against any individual District employee cannot be brought up in open meeting directly. The District will only consider such a complaint if submitted in writing.

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 7th day of April, 2023

BETWEEN:

Nevada County Consolidated Fire of 640 Coyote St, Nevada City, CA 95959, USA
Telephone: (530) 265-4431
(the "Landlord")

OF THE FIRST PART

- AND -

Outlaw Foods of 178 Lower Grass Valley Rd , Nevada City, CA 95959, USA
Telephone: (530) 470-8451
(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 11329 McCourtney Rd, Grass Valley, CA 95945, USA, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:

- i. those portions of the land that will be accessed for
Emergency Equipment Trailers.
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all bare land, residing directly behind buildings at Nevada County Consolidated Fire at 11329 McCourtney Rd, Grass Valley CA 95945, USA
- e. "Premises" means the commercial premises (designated bare land) at 11329 McCourtney Rd, Grass Valley, CA 95945, USA.
- f. "Rent" means the total of Base Rent and Additional Rent.

Intent of Lease

- 2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Leased Premises

- 3. The Landlord agrees to rent to the Tenant the commercial premises municipally described as 11329 McCourtney Rd, Grass Valley, CA 95945, USA (the "Premises").
- 4. The Premises will be used for: Storage of Emergency Equipment trailers (the "Permitted Use").
- 5. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the "Parking") on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's Parking.

Term

- 6. The term of the Lease is a periodic tenancy commencing at 12:00 noon on May 1, 2023 and continuing on a month-to-month basis until the Landlord or the Tenant terminates the tenancy (the "Term").
- 7. Upon 30 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.
- 8. Upon 60 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 60 days notice.

Rent

9. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$100.00, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
10. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord.
11. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Use and Occupation

12. Designated area of bare land for use of parking, Emergency Services equipment trailers
13. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.
14. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

Quiet Enjoyment

15. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Tenant Improvements

16. The Tenant may make the following improvements to the Premises:
 - a. Provide and lay gravel for designated trailer parking area.

Insurance

17. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.

Abandonment

18. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Governing Law

19. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

20. If there is a conflict between any provision of this Lease and the applicable legislation of the State of California (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

21. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or

license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Maintenance

22. The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the Term and any renewal of this Lease.
23. The Tenant will also perform the following maintenance in respect to the Premises:
Maintain designated graveled parking area.

Care and Use of Premises

24. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
25. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
26. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
27. The Tenant will not engage in any illegal trade or activity on or about the Premises.
28. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

29. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Rules and Regulations

30. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

Access Inspection

31. The Premises has been inspected by a Certified Access Specialist, and the Tenant acknowledges receiving the information required by section 1938 of the California Civil

Code (the "Access Disclosure") at least 48 hours prior to executing this Lease. The Tenant will keep the Access Disclosure confidential.

- 32. The Access Disclosure is provided only to comply with section 1938 of the California Civil Code and is not a warranty or representation under the Lease or of any current or future compliance with accessibility standards regarding the Premises.

General Provisions

- 33. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
- 34. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
- 35. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
- 36. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
- 37. Time is of the essence in this Lease.
- 38. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 7th day of April, 2023.

Nevada County Consolidated Fire (Landlord)

Per: _____

Outlaw Foods (Tenant)

Per:  _____



Nevada County Consolidated Fire District Resolution 23-10

**Authorizing the Fire Suppression Benefit Assessment, District 2004-1,
Located in the Boundaries of the NEVADA COUNTY CONSOLIDATED FIRE DISTRICT,
to be Placed on the Nevada County Secured Tax Rolls & Requesting the County of Nevada
to Levy & Collect this District-Wide Fire Suppression Benefit Assessment for FY 2023/2024**

WHEREAS, the Board of Directors of the Nevada County Consolidated Fire District (NCCFD) on August 19, 2004 adopted Resolution No. R04-16, A Resolution of the Board of Directors of the Nevada County Consolidated Fire District Accepting the Engineer's Report and Initiating Proceedings for (1) the Formation of a District-Wide Fire Suppression Benefit Assessment District, and (2) the Adoption of a Resolution Determining and Levying Assessments for Fire Suppression Services, (see "**Attachment 1**"); and,

WHEREAS, the Board of Directors of the NCCFD, on November 18, 2004, adopted Resolution No. R04-20, Certifying Balloting Results and Confirming the Assessments Approved by the Voters for the Fire Suppression Benefit Assessment District No. 2004-1 (see "**Attachment 2**") and

WHEREAS, in accordance with the provisions in Resolutions R04-16 and R04-20, which the Board of Directors has determined that to the increased costs of operations to the District, it is necessary and appropriate for the Board to exercise its authority under Resolution R04-16, Exhibit B, and hereby apply a cost of living index of 3% to the assessment rate from the prior Fiscal Year for this Fiscal Year 2023/2024 which is reflected in the new rates (see "**Attachment 3**"); and,

WHEREAS, Government Code Section 50078.16 authorizes the District to provide for collection of the assessment in the same manner and subject to the same penalties as, other fees, charges, and taxes fixed and collected by, or on behalf of the local agency. If the County collects the assessments, the County may deduct its reasonable costs incurred for the services before remittal to the district, which is outlined in the previously approved and continuous "Standard Form Tax Collection Services" Contract; and,

WHEREAS, the County of Nevada Auditor-Controller's office has notified NCCFD in a memo dated April 3, 2023, (see "**Attachment 4**"), that a flat charge of \$200.00 will be applied to the assessment district code and a 50-cent per parcel charge will be applied to each improved and unimproved parcel within the specified Tax Rate Area (see "**Attachment 5**").

NOW THEREFORE, the Board of Directors of the Nevada County Consolidated Fire District resolves that:

1. The Fire Suppression Benefit Assessment is hereby confirmed and shall be levied against real property within the district for the 2023/2024 fiscal year, in accordance with the provisions of Resolution R04-20;
2. Directs the application of the cost of living adjustment provisions as set forth in Resolution R04-20, in an amount equal to three percent (3%) of the rate of the prior Fiscal Year's special assessment for this Fiscal Year 2023/2024, which increase shall be applicable to all property that is subject to the special assessment, the adjusted amounts for the assessment are as shown on "**Attachment 3**";
3. Petitions the Board of Supervisors of the County of Nevada, State of California, to cause the Auditor-Controller of County of Nevada to place the charges as set forth in "**Attachment 3**" on the 2023/2024 tax rolls, in accordance with the Standard Form Tax Collection Services contract previously approved by Nevada County Consolidated Fire District;
4. The NCCFD Board of Directors hereby requests that the County Tax Collector collect and place all special assessment revenues within the Nevada County Consolidated Fire District territory into Fund 722, District-wide Special Assessment.



Nevada County Consolidated Fire District Resolution 23-10

Authorizing the Fire Suppression Benefit Assessment, District 2004-1, Located in the Boundaries of the NEVADA COUNTY CONSOLIDATED FIRE DISTRICT, to be Placed on the Nevada County Secured Tax Rolls & Requesting the County of Nevada to Levy & Collect this District-Wide Fire Suppression Benefit Assessment for FY 2023/2024

BE IT FURTHER RESOLVED, that, pursuant to the provisions of Government Code Section 50078.17, any judicial action or proceeding to validate, attack, review, set aside, void, or annul the provisions of this Resolution, providing for an adjustment in the amount of the special assessment of three percent (3%) over the prior fiscal year for this Fiscal Year 2023/2024, shall be subject to the limitations period and the procedures as set out in Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure and any action or proceeding to attack, review, set aside, void, or annul the increase shall be commenced within 90 days of the effective date of the adoption of this Resolution

BE IT FURTHER RESOLVED, that the provisions of this Resolution providing for the adjustment in the amount of the special assessment of three percent (3%) over the prior fiscal year, as set out in paragraph #2, above, shall be severable to the rest of this Resolution and any judicial determination or other action nullifying said increase for Fiscal Year 2023/2024, shall not affect or otherwise nullify the imposition of the special assessment for Fiscal Year 2023/2024 , as otherwise provided for under Resolutions R04-16 and R04-20, and/or by the adoption of this Resolution.

ON A MOTION by Director _____, seconded by Director _____, the foregoing resolution was passed and adopted this 7th day of June, 2023, by the following vote to wit:

- Ayes:
- Noes:
- Absent:
- Abstain:

Keith Grueneberg, President of the Board
Nevada County Consolidated Fire District

Attest:

Tricia Bush, Secretary of the Board

Resolution R23-10 Attachment List:

- "Attachment 1" is Resolution no. R04-16
- "Attachment 2" is Resolution no. R04-20
- "Attachment 3" is the current fiscal year's proposed rate
- "Attachment 4" County of Nevada Auditor Controller's notification letter
- "Attachment 5" Tax Rate Area

NEVADA COUNTY CONSOLIDATED FIRE DISTRICT

RESOLUTION No. R04-16

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NEVADA COUNTY CONSOLIDATED FIRE DISTRICT ACCEPTING THE ENGINEER'S REPORT AND INITIATING PROCEEDINGS FOR:

- (1) THE FORMATION OF A DISTRICT-WIDE FIRE SUPPRESSION BENEFIT ASSESSMENT DISTRICT, AND**
(2) THE ADOPTION OF A RESOLUTION DETERMINING AND LEVYING ASSESSMENTS FOR FIRE SUPPRESSION SERVICES

WHEREAS, the Board of Directors of the Nevada County Consolidated Fire District (henceforth, "NCCFD" or "the District"), in 1996, adopted Ordinance No. 96-3, which established a fire suppression benefit assessment district to provide additional funds for fire suppression services within the District. The current assessment will expire on June 30, 2007 and the District will lose this revenue which would require a reduction in services based upon current revenue sources of the District; and,

WHEREAS, the NCCFD Directors has determined that there is a need to add career firefighters at two (2) fire stations within the NCCFD and that an additional source of revenue will be required to fund the enhanced levels of fire suppression services which the addition of career staff at two (2) fire stations will provide to property owners within the District; and

WHEREAS, the NCCFD Board of Directors retained the services of Berryman & Henigar Inc., to perform appropriate assessment engineering and to prepare an Engineer's Report, as required by the provisions of the Government Code and the State Constitution, relative to the formation of a new Fire Suppression Benefit Assessment District which if approved would replace the current fire suppression Benefit Assessment/special taxes and to recommend methods of spreading the assessment to all properties on an equitable basis; and

WHEREAS, the NCCFD Board of Directors has received the Engineer's Report, attached to this report as Exhibit "A", dated August 19, 2004, and the Engineer's Report contains the following:

- A description of each lot or parcel of property proposed to be subject to the assessment.
- The amount of the assessment for each lot or parcel for the initial fiscal year.
- The maximum amount of the assessment which may be levied for each lot or parcel during any fiscal year.
- The duration of the assessment.
- The basis of the assessment.
- The schedule of the assessment.

WHEREAS, as a result of the Engineer's Report, a table showing the assessment rates based on land use is attached as Exhibit "B" to this Resolution. Exhibit "B" also sets the process for any increases due to changes in the cost of living; and.

WHEREAS, the NCCFD Board of Directors has reviewed the Engineer's Report and wishes to proceed with all appropriate and necessary proceedings for the formation of the Fire Suppression Benefit Assessment District and to consider a resolution determining and levying assessments for fire suppression services.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Nevada County Consolidated Fire District does hereby order as follows:

1. Notice is hereby given that on the 21st day of October, 2004, at the hour of 7:00 p.m. at Station 84 located at 10135 Coyote Street, Nevada City, California the Board of Directors of the Nevada County Consolidated Fire District shall conduct a public hearing at which any and all persons having any objection to the formation of the assessment district, may appear and show cause why said assessment district should not be established in accordance with the Resolution adopted by the Board of Directors as required by Section 4(b) of Article XIID of the Constitution of the State of California. The Board of Directors will consider all oral and written objections or protests.

2. The Board of Directors of the Nevada County Consolidated Fire District shall cause to be mailed, to the record owner of each parcel to be assessed within the boundaries of the proposed assessment district and at least 45 days prior to the date of the public hearing as required by Section 4(c) and Section 4(d) of Article XIID of the Constitution of the State of California, a Notice which describes the proposed assessment and shall contain a ballot whereby the property owner may indicate his or her support or opposition to the proposed assessment.

3. The Board of Directors of the Nevada County Consolidated Fire District shall cause to be published a notice pursuant to Section 6063 of the Government Code. The publication of notice of Public Hearing shall be completed at least 10 days prior to the date of the hearing.

PASSED AND ADOPTED at a meeting of the Board of Directors of Nevada County Consolidated Fire District held on August 19, 2004, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Darlene E. Bennett
Board Secretary

Sherm Hanley,
NCCFD Vice Chairman

NEVADA COUNTY CONSOLIDATED FIRE DISTRICT

RESOLUTION NO. R04-20

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NEVADA COUNTY CONSOLIDATED FIRE DISTRICT, CERTIFYING BALLOTING RESULTS AND CONFIRMING THE ASSESSMENTS APPROVED BY THE VOTERS FOR FIRE SUPPRESSION BENEFIT ASSESSMENT DISTRICT NO. 2004-1

WHEREAS, the Board of Directors of the Nevada County Consolidated Fire District on August 19, 2004 adopted Resolution of Intention stating its intention to establish the Fire Suppression Benefit Assessment District and to levy assessments within the district and authorized the Clerk of the Board of Directors to mail a ballot and notice of assessment to property owners in accordance with the provisions of Article XIIID of the State Constitution.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Nevada County Consolidated Fire District does resolve as follows:

1. The canvas of votes cast by the property owners is completed and certified by the Clerk of the Board of Directors, and the votes cast were as follows:
 - a. Total Ballots Processed: 8,499
 - b. Total Assessment Amount of Ballots Processed: \$703,476
 - c. Total Ballots Processed in Favor of the Proposed Assessment: 6,097
 - d. Assessment Amount of Ballots in Favor of Proposed Assessment:
\$495,060.19
 - e. Total Ballots Processed in Opposition to the Proposed Assessment: 2,402
 - f. Assessment Amount of Ballots in Opposition to Proposed Assessment:
\$208,415.78
2. Therefore, as determined by the ballots cast as weighted according to the amount of assessment owed by each parcel a majority of the property owners voted in favor of the proposed assessment.

3. The assessments as set forth in the Engineer's Report for Fire Suppression Benefit Assessment District are hereby confirmed and shall be levied upon real property within the Nevada County Consolidated Fire District for fiscal year 2005-06.

PASSED AND ADOPTED at a meeting of the Board of Directors held on November 18, 2004, by the following vote:

AYES: HANSON, HITCHCOCK, LEONARD, MOUSER, NULPH

NOES: NONE

ABSTAIN: NONE

ABSENT: HANLEY, MOORHOUSE

JOHN LEONARD, Chairman
NCCFD Board of Directors

ATTEST:
Secretary of the Board of Directors

By: _____
Darlene E. Bennett

Fiscal Year 2023/2024 Assessment Rate		
Property Type	Rate	Unit
Single Family Residence	\$142.75	for the first dwelling unit
Condo	\$107.08	for each additional dwelling unit
Residence with 2nd (granny) unit	\$214.19	for each unit
Mobile Home in a Park	\$57.08	per parcel
Unimproved Parcels	\$42.86	per square foot of building area

2022/2023 Rates	
\$	138.59
\$	103.96
\$	207.95
\$	55.42
\$	41.61

Commercial, Industrial or other improved:

Sprinkler Rate:		
Square Feet	Rate	Price Per Square Footage
0 - 2,000	\$ 142.75	
2,001 - 10,000	\$ 142.75	\$0.0693 over 2,000
10,001 - 20,000	\$ 714.15	\$0.0347 over 10,000
20,001 +	\$ 1,040.10	\$0.0174 over 20,000

2022/2023 Rates	
\$	138.59
\$	138.59
\$	693.35
\$	1,009.81

Non-Sprinkler Rate (2 times sprinkler rate):		
Square Feet	Rate	Price Per Square Footage
0 - 2,000	\$ 285.49	
2,001 - 10,000	\$ 285.49	\$0.1385 over 2,000
10,001 - 20,000	\$ 1,428.30	\$0.0694 over 10,000
20,001 +	\$ 2,080.20	\$0.0347 over 20,000

2022/2023 Rates	
\$	277.17
\$	277.17
\$	1,386.70
\$	2,019.61

Any increase in the proposed assessment due to increased costs (up to a maximum of 3% annually) will require approval by 5 of 7 elected NCCFD board members in a public meeting.

Date: 4/3/2023
To: Taxing Districts/Agencies
From: Property Tax Division
RE: **2023/24 Direct Charge Instructions & Checklist**

***** AUGUST 10TH 5PM – FINAL DEADLINE *****

This letter outlines the deadlines and requirements for placing Direct Charges on the 2023/24 Nevada County Annual Secured Tax Roll. The Property Tax Division is available to assist via phone or email and will host a live training session via Zoom on 5/23/23 at 10am, including a Q&A session immediately following the training.

Additional requirements apply for Districts/Agencies placing Direct Charges for the first time. Please contact our office for more information.

Deadlines

6/30/2023 District/Agency Resolution permitting Direct Charges on the 2023/24 tax roll
6/30/2023 *NEW* **Request for Perm File Documents:**
Copy of the original Standard Form Tax Collection Services Contract¹
Copy of the original Ballot Measure or Voter Pamphlet
Copy of the original Engineer Report (optional)

Please submit the following items as a complete package to propertytax.auditor@nevadacountyca.gov and reference the tax code in the subject line:

7/14/2023 ~~Governing Authorization Certification (Attachment #1)~~ **Postponed to 2024/25**
7/14/2023 Prop 218 Compliance Certification (Attachment #2)
7/14/2023 Consultant Authorization-if applicable (Attachment #3)
7/14/2023 2023/24 Direct Charge Transmittal (Attachment #4)
7/14/2023 Direct Charge data file(s)
8/10/2023 **FINAL DEADLINE 5PM (per Government Code Section 26911)**
Direct Charge Data Files must be free of errors – NO changes beyond this date

Required Items

• **District/Agency Resolution**

An **annual** resolution, approved by the District/Agency governing board, and authorizing the Auditor-Controller to place Direct Charges on the Secured Tax Roll. The following information must be included in all annual resolutions:

- Must reference the “Standard Form Tax Collection Services Contract” that was previously approved by your District/Agency and either the Nevada County Board of Supervisors or Auditor-Controller

¹ Some Standard Form Tax Collection Services Contracts date back decades, and our office is confirming we have a complete record. If you cannot locate your agreement, please contact us so that we can execute a replacement.

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- Must list the California State Code Section(s) authorizing the Direct Charge levy to appear on the tax roll. Consult with your legal counsel to determine the appropriate code(s).
- List of all Tax Rate Area (TRA) parcels that will be levied. The State Board of Equalization (BOE) establishes TRAs, reports of which are available on our website
- Must reference Flat Dollar Amounts (divisible by 2) to be levied on the tax roll
- Variable Direct Charges (divisible by 2) need to be listed in the body of the Resolution or added as an Exhibit, listing each assessment number, assessee name (optional), and total charge
- **Copies of Perm File Documents**
 - Please provide a copy of your original Standard Form Tax Collection Services Contract, ballot measure or voter pamphlet, and engineer report (optional)
 - Contact our office if you are unable to locate a copy of your original contract
- **Direct Charge Transmittal form**
 - A **new** form must be submitted annually
 - Each Direct Charge code must have a separate transmittal form
- **Consultant Authorization form (if applicable)**

The decision to use a third-party administrator is at the sole discretion of the Agency/District. All policies and procedures also apply to consultants. Please complete the Consultant Authorization form to indicate the activities you authorize the consultant to provide, as well as a termination date, if applicable. We will keep this form on file until the termination date provided or at which time your district notifies us otherwise in writing. This form does NOT need to be submitted annually, only when changes occur.
- **Direct Charge Data File(s)**
 - A **new** data file is required each year
 - A **separate** data file is required for each Direct Charge
 - Data file(s) **MUST** be submitted as a **.txt file without headers** in one of the following formats:

1. Tab Delimited – (Preferred) – Fields are separated by tabs:

APN	Amt	Tax code	Desc
012010012000(tab)	114.00(tab)	61500(tab)	FireDistrB

2. Quote/Comma Delimited – Fields are enclosed by quotation marks and separated by commas:

APN	Amt	Tax code	Desc
“012010012000”	,”114.00”	,”61500”	,”FireDistrB”

3. Comma Delimited – Fields are separated by commas:

APN	Amt	Tax code	Desc
012010012000,	114.00,	61500,	FireDistrB

Fields must contain the following:

Field 1 – APN	12-digit parcel number, no dashes
Field 2 – Amount	Dollars & Cents, divisible by 2
Field 3 – Tax Code	5-digits, assigned by the Auditor-Controller
Field 4 – Desc	10-digits max, optional field for District/Agency ID

Important reminders for a successful data file upload:

- No dashes, spaces, or dollar signs
- No duplicate parcels
- No odd amounts (even amounts only, divisible by 2)
- One annual amount (no installments)

Data files that do not follow these guidelines will be returned immediately for correction.

Data File Upload Errors

We will immediately notify the District/Agency of any errors identified during the upload process. Any new data file(s) submitted must include all parcels to be levied, not just the corrected parcel(s). **The Agency/District will have until 5pm on August 10th to submit final data file(s).**

***NEW*- Certification of Direct Charge Levy**

Once the data file has been successfully imported, a Direct Charge Tax Code Detail report, including parcels and charge amounts, will be provided to the District/Agency. **Please review this report carefully before completing and returning the Certification of Direct Charge Levy form by August 15th.**

Direct Charges that have not been certified by the August 15th deadline will not be placed on the tax roll.

Administrative Costs

Each Direct Charge is assessed a flat rate of \$200.00, plus a per parcel fee of \$.50 for teetered or \$1.00 for non-teetered Direct Charges. Per Government Code Section 50077(b) and Resolution 15-278, Direct Charge Administration fees will be deducted before remittal of the balance. These fees are deducted in December via journal to the Agency/District fund.

Government Exempt Parcels

Federal, State, Local, and Unitary parcels do not receive a property tax bill from Nevada County. Districts/Agencies are responsible for determining if these parcels are subject to Direct Charges and billing directly.

Tax Bills \$20 or Less

Under the provisions of Revenue and Taxation Code Section 2611.4, the county may refrain from collecting any tax, assessment, penalty, or cost that is twenty dollars (\$20) or less.

Direct Charge Roll Corrections

A District/Agency may request the removal of a Direct Charge by completing the Direct Charge Roll Correction form. A fee of \$25 per parcel on each tax code correction applies, which will be deducted from the District/Agency fund via journal.

Direct Charge Refunds

The District/Agency is solely responsible for processing refunds to taxpayers on paid installments.

Collections and Apportionments

All Direct Charges will be apportioned to the District/Agency fund in the County's General Ledger as follows:

<u>Teeter Apportionment</u>		<u>Non-Teeter Apportionment</u>
December	55% of levy	Apportioned as collected
April	40% of levy	
June	5% of levy (plus adjustments)	

Cash disbursements to Districts/Agencies that operate outside the County Treasury will be made to the payment method on record, on or about January 10th, May 10th, and by the end of July.

Please contact the Property Tax Division for additional information or support:

propertytax.auditor@nevadacountyca.gov

Kayla Scott (530) 265-1556

Shannon Cotter (530) 265-1564

You may also visit our website for additional resources:

<https://www.mynevadacounty.com/2566/Property-Tax-Resources-for-Special-Distr>

[0100] NEVADA CONSOLIDATED

TRAs

057-001	057-002	057-006	057-008	057-012	057-013	057-014	057-021	057-023	062-009
062-019	062-024	062-025	062-028	062-032	062-038	062-043	062-045	062-057	062-063
062-066	062-069	062-077	062-078	062-079	068-001	068-005	068-010	068-032	068-038
072-001	072-003	072-007	072-013	072-014	072-015	072-030	072-033	072-034	072-041
072-042	072-044	072-045	072-047	078-002	078-007	080-009	080-014		

Total TRA's for this District: 48

Maps

016	017	018	020	021	021B	021D
022	023	026	027	027D	028	028C
029	029B	030	030A	031	034	035
036	038	039	040	041	044	

Total Maps for this District: 27

[0035] NEVADA CONSOLIDATED-ZONE NO. 01

TRAs

057-001	057-012	057-021	057-023
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Total TRA's for this District: 4

Maps

034	039	040
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Total Maps for this District: 3