



# LAKE SHASTINA COMMUNITY SERVICES DISTRICT

## AGENDA

Wednesday, April 20, 2022

Open Session: 1:00 p.m.

Administration Building via Zoom Teleconference

16320 Everhart Drive, Weed, California 96094 • (530) 938-3281

### CALL TO ORDER:

LSCSD Board Roll Call: Directors: Beck \_\_\_\_\_ Cupp \_\_\_\_\_ MacIntosh \_\_\_\_\_ Mitchell \_\_\_\_\_ Thompson \_\_\_\_\_

### PLEDGE OF ALLEGIANCE:

PUBLIC COMMENTS: This is an opportunity for members of the public to address the Board on subjects within its jurisdiction.

*Those who wish to speak on a matter that does not appear on the agenda, may do so during this Public Comment period. Each individual comment will be limited to three minutes. The Public Comment portion of the meeting will be limited to thirty minutes (total time). If needed, time limits may be extended with concurrence of the Board. No person may speak twice to the same item. The Board may ask questions but may not act during the Public Comments portion of the meeting, except to direct staff to prepare a report, or to place the item on a future agenda.*

### 1. CONSENT ITEMS:

- A. Approval of Minutes: March 16, 2022
- B. Ratification of Disbursements: March 1-31, 2022
- C. Budget Comparison: FY 2021/22
- D. Res 1-22 authorizing Remote Teleconference Meetings
- E. Accounts Receivable Aging: FY 21/22 YTD
- F. Department Written Reports
  - 1. Fire Department
  - 2. Police Department
  - 3. Sewer Department
  - 4. Water Department

### DISCUSSION / REPORTS: ACTION ITEMS:

- 2. LSPD PC Contract (GM Moser)
- 3. Military Equipment Use Ordinance (PC Bullington)
- 4. Staff Development (GM Moser)

### STAFF COMMENTS:

### BOARD MEMBER COMMENTS:

ADJOURNMENT: The next LSCSD Regular Meeting is scheduled to be held on May 18, 2022 1:00 p.m. at the Administration Building.

Supplementary documents and other materials distributed to the District board after their agenda packets have been distributed to the members may be viewed at the District office and obtained at the meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/82448692577?pwd=Y0gwbCtPa29oazl6YzNCRlpQbzdldz09>

Meeting ID: 824 4869 2577

Passcode: 214107

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## LAKE SHASTINA COMMUNITY SERVICES DISTRICT

Regular Meeting  
 Wednesday, March 16, 2022  
 Closed Session 12:30 p.m.  
 Open Session by Teleconference: 1:00 p.m.  
**UNAPPROVED MINUTES**

CALL TO ORDER AND ROLL CALL: 12:32 pm

LSCSD Board Roll Call: Beck absent Cupp ✓ MacIntosh ✓ Mitchell ✓ Thompson ✓  
 Also present: GM Moser, and District Counsel Margaret Long. There were no people in the audience.

ADJOURN TO CLOSED SESSION: 12:43 pm

CLOSED SESSION:

A. Personnel (Gov. Code Section 54957) Public Employee Performance Evaluation: General Manager

RETURN TO OPEN SESSION: 1:01 pm

LSCSD Board Roll Call: Beck ✓ Cupp ✓ MacIntosh ✓ Mitchell ✓ Thompson ✓

Also present: GM Moser, AP DeBon, AOA Phonepaseuth, PC Bullington, and District Counsel Long. There were approximately 3 people in the audience.

REPORT ON CLOSED SESSION: Direction given to staff.

PLEDGE OF ALLEGIANCE: Carried out.

PUBLIC COMMENTS: Comments received.

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

1. A. Approval of Minutes: Regular Meeting February 16, 2022
- B. Ratification of Disbursements: February 1-28, 2022
- C. Budget Comparison: FY 2021/22
- D. Resolution adopting AB361
- E. LAIF Quarterly Report
- F. Department Written Reports
  1. Fire Department
  2. Police Department
  3. Sewer Department
  4. Water Department

**Motion by Dir. Thompson, second by Dir. MacIntosh, to approve Consent Calendar.**

**Ayes: Directors Beck, Cupp, MacIntosh, Mitchell and Thompson**  
**Noes: None**  
**Absent: None**

DISCUSSION / REPORTS / ACTION ITEMS:

2. LSFDFire Captain Recruitment & Retention Coordinator Contract

**Motion by Dir. Cupp, second by Dir. MacIntosh, to approve the LSFDFire Captain Recruitment & Retention Coordinator Contract**

**Ayes: Directors Cupp, MacIntosh, Mitchell and Thompson**  
**Noes: None**  
**Absent: None**

**Director Beck is precluded from participating in this matter as it relates to District employees.**

3. Resolution \_\_-22 exempting LSCSD entities from Water and Sewer fees

**Motion by Dir. Cupp, second by Dir. Thompson, to approve and adopt Resolution \_\_-22 exempting LSCSD entities from Water and Sewer fees.**

**Ayes: Directors Beck, Cupp, MacIntosh, Mitchell and Thompson**  
**Noes: None**  
**Absent: None**

4. Finalized Goals for 2022 -Discussion only.

STAFF COMMENTS: Comments received.

BOARD MEMBER COMMENTS: Comments received.

ADJOURNMENT: With no objections by the Board, Pres. Mitchell adjourned the meeting at 1:56 pm. The next LSCSD Regular Board Meeting to be held on April 20, 2022, 1:00 p.m. at the Administration Building.

Approval Date: 4/20/2022

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Paula Mitchell, President

ATTEST:

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Robert Moser, General Manager/Secretary

LAKE SHASTINA COMMUNITY SERVICES DISTRICT  
 ACCOUNTS PAYABLE - MECHANICS BANK

Date	JE or CK #	Payee	Total Expense	Regular Expenses	Payroll Expenses	General	Sewer	Water	Police	COPS Grant	Fire	SAFER
3/4/2022	1420	First National Bank Omaha-AD	514.54	514.54								
	1421	First National Bank Omaha-RM	229.66	229.66		64.37	82.64	82.65		19.24		
	1422	First National Bank Omaha-RV	438.73	438.73			262.26	176.47				
	1423	First National Bank Omaha-SP	241.26	241.26							241.26	
	1424	First National Bank Omaha-WB	588.04	588.04					372.01	216.03		
	1425	Pacific Power	10,748.12	10,748.12		1,398.55	3,942.02	4,975.89	104.00		327.66	
3/10/2022	25257	Payroll Checks (Line Checks)-MR	1,949.58		1,949.58							
	505966	EDD EFT	1,614.62		1,614.62	431.27	572.27		350.15	148.80	50.13	62.00
	505967	EFTPS EFT	3,647.04		3,647.04	879.94	1,523.36		447.46	390.52	193.92	211.84
	505968	CALPERS Rep Fire EFT	1,077.50		1,077.50						596.37	481.13
	505969	CALPERS Classic EFT	2,058.52		2,058.52	405.21	1,653.31					
	505970	CALPERS PEPPRA EFT	1,160.69		1,160.69	786.91	373.78					
	505971	CALPERS Cdc Safety EFT	1,016.25		1,016.25				1,016.25		516.53	
	505972	CALPERS Rep Safety EFT	997.95		997.95		540.00		491.32			
	505973	CALPERS 457 Plan	760.00		760.00				200.00		20.00	
	505974	MB EFT - Payroll Checks (Direct Deposits)	24,715.05		24,715.05	6,533.26	7,258.33		5,483.02	2,081.98	1,912.66	1,435.80
	1426	QUILL CORP	216.58	216.58							216.58	
	1427	US BANK EQUIPMENT FINANCE	219.74	219.74							219.74	
	1428	VERIZON	38.01	38.01							38.01	
	25258	CAL ORE TELEPHONE	699.22	699.22		192.21	63.95	63.95	357.75		21.35	
	25259	CALIFORNIA RURAL WATER ASSOC.	857.00	857.00				857.00				
	25260	CONSOLIDATED ELECTRICAL DIST.	375.01	375.01			375.01					
	25261	DON R. ERICKSON OIL	3,259.54	3,259.54		551.82	496.30	495.30	965.90		751.22	
	25262	FERGUSON WATERWORKS	267.91	267.91			267.91					
	25263	GOLD NUGGET PRINTING	95.19	95.19								95.19
	25264	GREGORY FROST	125.50	125.50		125.50						
	25265	J.B. STEEL HOLDING COMPANY	96,800.00	96,800.00							96,800.00	
	25266	JOSEPH J. BLAKE & ASSOCS.	2,750.00	2,750.00		2,750.00						
	25267	KELLIE POWER	400.00	400.00		400.00						
	25268	LAKE SHASTINA GOLF RESORT	359.07	359.07							359.07	
	25269	LAURIE MONTERO	125.50	125.50			18.00	20.00	55.00		32.50	
	25270	MATHEW DEWANNE MELO	4,930.00	4,930.00							4,930.00	
	25271	MATTHEW SADLER	106.00	106.00						106.00		
	25272	NAPA AUTO PARTS	31.26	31.26							27.69	
	25273	OFFICE TECHNOLOGIES	45.76	45.76					45.76			
	25274	PERSONNEL PREFERENCE	91.50	91.50			45.75	45.75				
	25275	SHANES AUTO ACCESSORIES	900.00	900.00						900.00		
	25276	SISKIYOU CO. COMM. DEVELOPMENT	334.00	334.00			167.00	167.00				
	25277	SISKIYOU DISPOSAL	325.00	325.00		112.50	66.25	66.25	26.00		75.00	
	25278	SOLANO'S	532.57	532.57			117.20	117.21			298.16	
	25279	US BANK	50.63	50.63					50.63			
	25280	USA BLUE BOOK	445.10	445.10			445.10					
	25281	WESTERN BUSINESS PRODUCTS	41.18	41.18		41.18						
	25282	WILL BILLINGTON	100.00	100.00						100.00		
	25283	WILL JOHNSON ELECTRIC	120.00	120.00								
	25284	YREKA MOTORS	129.74	129.74							129.74	

LAKE SHASTINA COMMUNITY SERVICES DISTRICT  
 ACCOUNTS PAYABLE - MECHANICS BANK

Date	JE or Ck #	Payee	Total Expense	Regular Expenses	Payroll Expenses	General	Sewer	Water	Police	COPS Grant	Fire	SAFER
3/24/2022	25285	Payroll Checks (Live Checks)-MR	1,763.27		1,763.27							
	25286	UNION DUES	628.48		628.48	244.00	260.00		61.24	63.24		
	505989	EDD EFT	1,609.39		1,609.39	413.63	629.10		291.49	163.04	50.12	62.01
	505990	EFTPS EFT	3,724.69		3,724.69	920.81	1,593.98		382.92	421.82	193.92	211.84
	505991	CAIPERS Prep Fire EFT	1,077.50		1,077.50						596.37	481.13
	505992	CAIPERS Classic EFT	2,058.52		2,058.52	405.21	1,653.31					
	505993	CAIPERS PERRA EFT	1,277.71		1,277.71	786.91	490.80					
	505994	CAIPERS Cic Safety EFT	1,016.25		1,016.25					1,016.25		
	505995	CAIPERS Prep Safety EFT	1,023.23		1,023.23					506.60		
	505996	AFLAC EFT	256.04		256.04	33.12	224.92					
	505997	CAIPERS 45T Plan	760.00		760.00		540.00			200.00		20.00
	505998	MB EFT - Payroll Checks (Direct Deposits)	24,780.80		24,780.80	6,702.13	7,866.88		4,699.35	2,163.98	1,912.66	1,435.80
	1429	AT&T	147.87	147.87			73.93	73.94				
	1430	PITNEY BOWES	202.70	202.70		202.70						
	1431	US CELLULAR	226.89	226.89						226.89		
	1432	XIO, INC.	482.00	482.00				482.00				
	25287	CORAL LUQUIN	525.00	525.00					525.00			
	25288	FISHERS SISKIYOU BACKHOE	1,406.45	1,406.45		1,406.45						
	25289	GATEHOUSE MEDIA	117.60	117.60							117.60	
	25290	GERARD PELLETIER TRANSFER	24.09	24.09							24.09	
	25291	HUE & CRY	38.00	38.00		38.00						
	25292	LSCSD UTILITIES	187.70	187.70		69.21				25.50		92.99
	25293	MATTHEW SADLER	192.15	192.15							192.15	
	25294	N.C.G.T. SECURITY FUNDS	15,800.00	15,800.00		4,390.50	2,042.01	1,739.49		3,432.00	1,716.00	1,716.00
	25295	NORTH VALLEY EAC	50.00	50.00		50.00						
	25296	PAGE ANALYTICAL SERVICES	153.60	153.60				153.60				
	25297	PRENTICE LONG, PC	682.50	682.50		316.00	52.50	52.50		282.50		
	25298	SHANE'S AUTO ACCESSORIES	260.00	260.00						132.66	127.35	
	25299	SISKIYOU TECHNOLOGY CONSULTANT	2,479.00	2,479.00		2,479.00						
	25300	SMRCB	80.00	80.00				80.00				
	25301	TIMOTHY BARNETT	70.20	70.20				70.20				
	25302	WILL BULLINGTON	372.24	372.24						372.24		
			230,004.43	151,029.35	78,975.08	33,624.69	37,519.72	9,709.20	21,871.39	10,203.61	111,835.08	5,240.74

LAKE SHASTINA COMMUNITY SERVICES DISTRICT

March 2022 Detailed Budget Comparison 2021/2022 YTD

For the Period: 7/1/2021 to 3/31/2022	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	UnencBal	4/13/2022 % Bud
<b>Fund: 10 - LSCSD General Fund</b>						
<b>Revenues</b>						
Dept: 00						
4055.000 Misc Operational Income	120.00	120.00	118.80	0.00	3.20	97.3
4056.000 Misc-Non Operating Income	100.00	100.00	88.00	0.00	34.00	66.0
4070.000 Antenna Lease Revenue	25,200.00	25,200.00	19,117.50	2,098.79	6,082.50	75.9
5050.000 Transfer Fees	4,500.00	4,500.00	3,980.00	1,100.00	540.00	88.0
5060.000 Interest Earned-OPS	50.00	50.00	4.35	0.00	45.65	8.7
5081.000 Interest Earned-RSV	1,000.00	1,000.00	93.56	0.00	906.44	9.4
Dept: 22 Medical Clinic						
4053.000 Medical Clinic Revenue	60,264.00	60,264.00	40,176.00	5,022.00	20,988.00	66.7
Dept: 23 Green Waste Site						
4055.000 Misc Operational Income	5,000.00	5,000.00	1,640.00	470.00	3,360.00	32.8
<b>Revenues</b>	<b>96,234.00</b>	<b>96,234.00</b>	<b>65,174.21</b>	<b>8,688.79</b>	<b>31,059.79</b>	<b>67.7%</b>
<b>Expenditures</b>						
Dept: 01 General Admin						
7002.000 Admin Overhead Alloc	-462,530.00	-462,530.00	0.00	0.00	-462,530.00	0.0
7010.000 Capital Improvement	44,000.00	44,000.00	0.00	0.00	44,000.00	0.0
Less Reimbursement due from LAIF Savings	-44,000.00	-44,000.00	0.00	0.00	-44,000.00	0.0
7020.000 IT Contract Services/Server	990.00	990.00	990.00	0.00	0.00	100.0
7026.000 Contract Services	66,500.00	66,500.00	23,402.47	4,208.50	43,097.53	35.2
7033.000 Licenses, Permits, Fees	4,500.00	4,500.00	2,768.74	254.99	1,731.26	61.5
7034.000 Dues & Subscriptions	8,000.00	8,000.00	5,075.50	25.00	2,924.50	63.4
7035.000 Advertising	500.00	500.00	290.00	0.00	210.00	58.0
7040.000 Insurance (Liability)	1,000.00	1,000.00	0.00	0.00	1,000.00	0.0
7041.000 Legal	10,000.00	10,000.00	5,610.00	0.00	4,390.00	56.1
7050.100 Off Exp-Supplies	3,500.00	3,500.00	3,134.08	49.38	365.92	89.5
7050.200 Off Exp-Postage	6,000.00	6,000.00	4,395.30	658.28	1,604.70	73.3
7050.400 Off Exp-Maint	1,000.00	1,000.00	714.83	216.75	285.17	71.5
7062.000 Repair & Maintenance	200.00	200.00	50.89	0.00	149.11	25.4
7063.000 Fuel	600.00	600.00	398.61	0.00	201.39	66.4
7064.000 Materials/Supplies/Small Tools	15,000.00	15,000.00	10,540.82	0.00	4,459.18	70.3
7065.000 Vehicle Repair/Maintenance	100.00	100.00	34.00	0.00	66.00	34.0
7101.000 Property Taxes	126.00	126.00	63.00	0.00	63.00	50.0
7105.000 Utilities - CSD	3,500.00	3,500.00	3,089.16	34.61	410.84	88.3
7105.100 Util-Telephone	4,010.00	4,010.00	1,819.88	0.00	2,190.32	40.4
7105.200 Util-Electric	4,000.00	4,000.00	2,872.44	428.71	1,127.56	71.8
7105.400 Utilities-Propane	100.00	100.00	87.50	0.00	12.50	87.5
7105.600 Utility - Internet	2,000.00	2,000.00	1,153.28	128.14	846.74	57.7
7501.000 Payroll Expense	271,200.00	271,200.00	188,898.05	17,823.41	82,301.95	69.7
7513.000 Payroll-TAXES	6,000.00	6,000.00	3,657.09	289.03	2,342.91	61.0
7514.000 Payroll-Benefits	50,000.00	50,000.00	43,615.27	4,822.18	6,384.73	87.2
7516.200 Pension Cost (CalPERS)	23,500.00	23,500.00	15,633.74	1,547.20	7,866.26	66.5
7516.400 CalPERS Fees	400.00	400.00	350.00	0.00	50.00	87.5
7516.500 CalPERS UAL Expense	44,881.58	44,881.58	44,881.56	0.00	0.00	100.0
7518.000 Workers Comp	23,000.00	23,000.00	14,717.11	1,493.47	8,282.89	64.0
7530.000 Payroll Reimbursement	-59,588.00	-59,588.00	0.00	0.00	-59,588.00	0.0
7550.000 Travel & Training	5,000.00	5,000.00	2,462.95	0.00	2,537.05	49.3
7551.000 Meals	200.00	200.00	0.00	0.00	200.00	0.0
Dept: 22 Medical Clinic						
7026.000 Contract Services	3,000.00	3,000.00	2,490.00	0.00	510.00	83.0
7040.000 Insurance (Liability)	800.00	800.00	0.00	0.00	800.00	0.0
7062.000 Repair & Maintenance	50.00	50.00	0.00	0.00	50.00	0.0
7063.000 Fuel	50.00	50.00	0.18	0.00	49.82	0.4
7080.000 Interest Expense	1,000.00	1,000.00	512.73	0.00	487.27	51.3
7084.000 Loan Principle Expense	36,500.00	36,500.00	32,487.27	0.00	4,012.73	89.0
7501.000 Payroll Expense	1,000.00	1,000.00	661.77	0.00	338.23	66.2
7513.000 Payroll-TAXES	50.00	50.00	15.20	0.00	34.80	30.4
7516.200 Pension Cost (CalPERS)	150.00	150.00	53.33	0.00	96.67	35.6
7518.000 Workers Comp	270.00	270.00	56.91	0.00	213.09	21.1
Medical Building Reservas						
Dept: 23 Green Waste Site						
7026.000 Contract Services	300.00	300.00	1,535.14	0.00	-1,235.14	511.7
7063.000 Fuel	50.00	50.00	0.00	0.00	50.00	0.0
7064.000 Materials/Supplies/Small Tools	100.00	100.00	0.00	0.00	100.00	0.0
7501.000 Payroll Expense	700.00	700.00	272.02	105.00	427.98	38.9
7513.000 Payroll-TAXES	100.00	100.00	32.24	12.34	67.76	32.2
7516.200 Pension Cost (CalPERS)	50.00	50.00	0.72	0.00	49.28	1.4
7518.000 Workers Comp	50.00	50.00	23.35	9.02	26.64	46.7
<b>Expenditures</b>	<b>77,909.56</b>	<b>77,909.56</b>	<b>418,646.92</b>	<b>32,105.97</b>	<b>-340,737.36</b>	<b>537.3%</b>

For the Period: 7/1/2021 to 3/31/2022

**Fund: 15 - LSCSD Sewer Dept**

## Revenues

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	UnencBal	% Bud
Dept: 00						
4001.000 Assessments & Revenue	0.00	0.00	-34.84	0.00	34.84	0.0
4001.100 Assmt/Revenue-Residential	686,033.00	686,033.00	344,490.16	0.00	341,542.84	50.2
4001.200 Assmt/Revenue-Standby	66,000.00	66,000.00	65,220.25	-39.00	779.75	98.8
4001.300 Assmt/Revenue-Commercial	20,000.00	20,000.00	14,126.33	732.63	5,673.67	70.6
4003.000 Late Payment Revenue	6,000.00	6,000.00	6,984.29	3,185.16	-964.29	116.1
5004.000 Sewer Hook Up Fee	44,000.00	44,000.00	36,242.50	7,248.50	7,757.50	82.4
5040.000 Gain on Sale of Equipment	2,500.00	2,500.00	0.00	0.00	2,500.00	0.0
5081.000 Interest Earned-RSV	500.00	500.00	339.70	0.00	160.30	67.9
Dept: 36 Planning Grant						
5075.000 Grant Income	1,223.00	1,223.00	1,223.00	0.00	0.00	100.0
<b>Revenues</b>	<b>826,256.00</b>	<b>826,256.00</b>	<b>468,571.39</b>	<b>11,127.29</b>	<b>357,684.61</b>	<b>56.7%</b>

## Expenditures

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	UnencBal	% Bud
Dept: 01 General Admin						
7001.000 Accounting Audit/Review	2,925.00	2,925.00	0.00	0.00	2,925.00	0.0
7002.000 Admin Overhead Alloc	148,010.00	148,010.00	0.00	0.00	148,010.00	0.0
7010.000 Capital Improvement	257,000.00	257,000.00	84,334.77	0.00	172,665.23	32.8
Less Reimbursement due from LAIF Savings	-257,000.00	-257,000.00	-84,334.77	0.00	-172,665.23	-32.8
7020.000 IT Contract Services/Server	900.00	900.00	900.00	0.00	0.00	100.0
7026.000 Contract Services	14,000.00	14,000.00	2,173.68	165.75	11,826.32	15.5
7033.000 Licenses, Permits, Fees	12,000.00	12,000.00	11,014.17	167.00	985.83	91.8
7034.000 Dues & Subscriptions	400.00	400.00	119.97	0.00	280.03	30.0
7035.000 Advertising	200.00	200.00	50.40	0.00	149.60	25.2
7040.000 Insurance (Liability)	14,000.00	14,000.00	0.00	0.00	14,000.00	0.0
7041.000 Legal	500.00	500.00	175.00	0.00	325.00	35.0
7050.100 Off Exp-Supplies	200.00	200.00	0.00	0.00	200.00	0.0
7050.200 Off Exp-Postage	50.00	50.00	1.20	0.00	48.80	2.4
7055.000 Safety Equipment	2,000.00	2,000.00	0.00	0.00	2,000.00	0.0
7061.000 Rental Equipment	1,000.00	1,000.00	0.00	0.00	1,000.00	0.0
7062.000 Repair & Maintenance	20,000.00	20,000.00	1,328.37	24.77	18,671.63	6.6
7063.000 Fuel	5,000.00	5,000.00	5,280.06	0.00	-280.06	105.6
7064.000 Materials/Supplies/Small Tools	11,000.00	11,000.00	8,402.00	679.04	2,598.00	76.4
7065.000 Vehicle Repair/Maintenance	10,000.00	10,000.00	5,627.03	8.00	4,372.97	56.3
7100.000 Lease/Rent Expense	4,000.00	4,000.00	2,102.38	0.00	1,897.62	52.6
7105.100 Util-Telephone	1,000.00	1,000.00	630.76	73.93	369.24	63.1
7105.200 Util-Electric	50,000.00	50,000.00	35,814.23	3,942.02	14,185.77	71.6
7105.300 Util-Waste	800.00	800.00	450.00	0.00	350.00	56.3
7105.600 Utility - Internet	1,000.00	1,000.00	647.38	63.95	352.62	64.7
7501.000 Payroll Expense	208,002.00	208,002.00	116,303.39	11,125.46	91,698.61	55.9
7513.000 Payroll-TAXES	5,000.00	5,000.00	2,607.68	211.72	2,392.32	52.2
7514.000 Payroll-Benefits	60,000.00	60,000.00	32,163.21	2,042.01	27,836.79	53.6
7516.200 Pension Cost (CalPERS)	17,500.00	17,500.00	10,436.82	1,027.87	7,063.18	59.6
7516.400 CalPERS Fees	200.00	200.00	175.00	0.00	25.00	87.5
7518.500 CalPERS UAL Expense	19,116.22	19,116.22	19,116.22	0.00	0.00	100.0
7516.600 Pension Plan Fees (MPPP)	-723.87	-723.87	-723.87	0.00	0.00	100.0
7518.000 Workers Comp	17,500.00	17,500.00	9,408.86	947.13	8,091.14	53.8
7550.000 Travel & Training	500.00	500.00	0.00	0.00	500.00	0.0
7551.000 Meals	200.00	200.00	56.48	28.24	143.52	28.2
7552.000 Employee Physical Exams-Shots	1,500.00	1,500.00	759.96	0.00	740.04	50.7
7555.000 Personal Protective Equip PPE	1,000.00	1,000.00	133.91	85.79	866.09	13.4
7556.000 Uniforms	2,000.00	2,000.00	944.35	0.00	1,055.65	47.2
Dept: 36 Planning Grants						
7026.000 Contract Services	550.00	550.00	524.17	0.00	25.83	95.3
7513.000 Payroll-TAXES	50.00	50.00	10.68	0.00	39.32	21.4
7516.200 Pension Cost (CalPERS)	100.00	100.00	47.91	0.00	52.09	47.9
7518.000 Workers Comp	100.00	100.00	51.62	0.00	48.38	51.6
7530.000 Payroll Reimbursement	200.00	200.00	79.05	0.00	120.95	39.5
<b>Expenditures</b>	<b>631,869.35</b>	<b>631,869.35</b>	<b>266,902.07</b>	<b>20,592.68</b>	<b>364,967.28</b>	<b>42.2%</b>



For the Period: 7/1/2021 to 3/31/2022

**Fund: 20 - LSCSD Water Dept**

## Revenues

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	UnencBal	% Bud
Dept: 00						
4001.100 Assmt/Revenue-Residential	345,000.00	345,000.00	196,215.73	1,305.00	148,784.27	56.9
4001.200 Assmt/Revenue-Standby	102,200.00	102,200.00	101,755.91	-63.34	444.09	99.6
4001.300 Assmt/Revenue-Commercial	13,000.00	13,000.00	7,932.70	693.91	5,067.30	61.0
4003.000 Late Payment Revenue	6,000.00	6,000.00	5,841.21	2,732.84	158.79	97.4
4056.000 Misc-Non Operating Income	1,500.00	1,500.00	1,280.00	320.00	220.00	85.3
4075.000 Water Capacity Expansion Fee	2,500.00	2,500.00	1,060.00	265.00	1,440.00	42.4
5005.000 Water Hook Up Fee	2,500.00	2,500.00	0.00	0.00	2,500.00	0.0
5081.000 Interest Earned-RSV	1,000.00	1,000.00	726.25	0.00	273.75	72.6
Dept: 22 Medical Clinic						
4054.000 Loan Principle Revenue	36,500.00	36,500.00	32,487.27	0.00	4,012.73	89.0
5081.000 Interest Earned-RSV	9,000.00	9,000.00	512.73	0.00	8,487.27	5.7
Dept: 36 Planning Grant						
5075.000 Grant Income	85,000.00	85,000.00	92,811.00	11,081.00	-7,811.00	109.2
<b>Revenues</b>	<b>519,200.00</b>	<b>604,200.00</b>	<b>440,622.80</b>	<b>5,253.41</b>	<b>163,577.20</b>	<b>72.9%</b>

## Expenditures

7001.000 Accounting Audit/Review	2,925.00	2,925.00	0.00	0.00	2,925.00	0.0
7002.000 Admin Overhead Alloc	166,511.00	166,511.00	0.00	0.00	166,511.00	0.0
7010.000 Capital Improvement	105,000.00	105,000.00	84,334.78	0.00	20,665.22	80.3
Less Reimbursement due from LAIF Savings	-105,000.00	-105,000.00	-84,334.78	0.00	-20,664.22	-80.3
7020.000 IT Contract Services/Server	990.00	990.00	890.00	0.00	0.00	100.0
7025.000 Contract Services	20,000.00	20,000.00	11,824.48	681.35	8,175.52	59.1
7033.000 Licenses, Permits, Fees	3,500.00	3,500.00	3,634.27	247.00	-134.27	103.8
7034.000 Dues & Subscriptions	1,124.00	1,124.00	570.73	214.25	553.27	50.8
7035.000 Advertising	200.00	200.00	50.40	0.00	149.60	25.2
7040.000 Insurance (Liability)	20,000.00	20,000.00	0.00	0.00	20,000.00	0.0
7041.000 Legal	500.00	500.00	175.00	0.00	325.00	35.0
7050.100 Off Exp-Supplies	200.00	200.00	0.00	0.00	200.00	0.0
7050.200 Off Exp-Postage	50.00	50.00	1.80	0.00	48.20	3.6
7055.000 Safety Equipment	1,000.00	1,000.00	0.00	0.00	1,000.00	0.0
7062.000 Repair & Maintenance	13,000.00	13,000.00	491.66	-10.22	12,508.34	3.8
7063.000 Fuel	5,500.00	5,500.00	5,339.51	0.00	160.49	97.1
7064.000 Materials/Supplies/Small Tools	10,000.00	10,000.00	8,576.35	956.61	1,423.65	85.8
7065.000 Vehicle Repair/Maintenance	7,000.00	7,000.00	5,452.16	8.00	1,547.84	77.9
7100.000 Lease/Rent Expense	3,000.00	3,000.00	2,402.40	0.00	897.60	70.1
7105.100 Util-Telephone	700.00	700.00	630.79	73.94	69.21	90.1
7105.200 Util-Electric	85,000.00	85,000.00	65,600.19	4,975.89	19,399.81	77.2
7105.300 Util-Waste	675.00	675.00	506.25	0.00	168.75	75.0
7105.600 Utility - Internet	840.00	840.00	591.14	63.95	248.86	70.4
7501.000 Payroll Expense	135,000.00	135,000.00	102,116.89	10,083.10	32,883.11	75.6
7513.000 Payroll-TAXES	2,700.00	2,700.00	2,205.43	197.39	494.57	81.7
7514.000 Payroll-Benefits	39,000.00	39,000.00	27,398.29	1,739.49	11,601.71	70.3
7516.200 Pension Cost (CalPERS)	15,000.00	15,000.00	8,850.41	906.41	6,149.59	59.0
7516.400 CalPERS Fees	200.00	200.00	175.00	0.00	25.00	87.5
7516.500 CalPERS UAL Expense	19,116.22	19,116.22	19,116.22	0.00	0.00	100.0
7516.600 Pension Plan Fees (MPPP)	-723.88	-723.88	-723.88	0.00	0.00	100.0
7518.000 Workers Comp	15,000.00	15,000.00	8,187.94	857.49	6,812.06	54.6
7550.000 Travel & Training	800.00	800.00	70.20	70.20	729.80	8.8
7551.000 Meals	250.00	250.00	136.44	28.24	113.56	54.6
7552.000 Employee Physical Exams-Shots	100.00	100.00	0.00	0.00	100.00	0.0
7555.000 Personal Protective Equip PPE	1,000.00	1,000.00	48.13	0.00	951.87	4.8
7556.000 Uniforms	2,600.00	2,600.00	944.33	0.00	1,655.67	36.3
Dept: 36 Planning Grants						
7026.000 Contract Services	60,000.00	60,000.00	66,384.32	0.00	-6,384.32	110.6
7501.000 Payroll Expense	200.00	200.00	49.86	0.00	150.14	24.9
7513.000 Payroll-TAXES	25.00	25.00	1.24	0.00	23.76	5.0
7516.200 Pension Cost (CalPERS)	25.00	25.00	7.04	0.00	17.96	28.2
7518.000 Workers Comp	25.00	25.00	7.33	0.00	17.67	29.3
7530.000 Payroll Reimbursement	150.00	150.00	35.80	0.00	114.20	23.9
<b>Expenditures</b>	<b>633,182.34</b>	<b>633,182.34</b>	<b>341,548.12</b>	<b>21,093.09</b>	<b>291,635.22</b>	<b>53.9%</b>

For the Period: 7/1/2021 to 3/31/2022

**Fund: 25 - LSCSD Police Department**

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	UnencBal	% Bud
<b>Revenues</b>						
4001.100 Assmt/Revenue-Residential	138,710.00	138,710.00	104,510.46	0.00	34,199.54	75.3
4001.200 Assmt/Revenue-Standby	279,840.00	279,840.00	279,311.36	-174.47	528.64	99.8
4001.300 Assmt/Revenue-Commercial	3,410.00	3,410.00	1,540.00	0.00	1,870.00	45.2
4003.000 Late Payment Revenue	10,000.00	10,000.00	9,779.84	5,841.26	220.16	97.8
4056.000 Misc-Non Operating Income	3,629.00	3,629.00	1,703.72	35.00	1,925.28	46.9
5040.000 Gain on Sale of Equipment	3,000.00	3,000.00	500.00	0.00	2,500.00	16.7
5054.000 Animal Control Fees - Other	300.00	300.00	0.00	0.00	300.00	0.0
5055.000 Animal License Fee	3,500.00	3,500.00	3,180.00	190.00	320.00	90.9
5056.000 Warrant	1,000.00	1,000.00	629.25	228.65	370.75	62.9
5062.000 Event/Donations	200.00	200.00	0.00	0.00	200.00	0.0
5075.000 Grant Income	272.08	272.08	272.08	0.00	0.00	100.0
5081.000 Interest Earned-RSV	3,000.00	3,000.00	451.45	0.00	2,548.55	15.0
<b>Revenues</b>	<b>446,861.06</b>	<b>446,861.06</b>	<b>401,878.14</b>	<b>6,120.44</b>	<b>44,982.92</b>	<b>89.9%</b>

<b>Expenditures</b>						
7001.000 Accounting Audit/Review	2,925.00	2,925.00	0.00	0.00	2,925.00	0.0
7002.000 Admin Overhead Alloc	78,630.00	78,630.00	0.00	0.00	78,630.00	0.0
7010.000 Capital Improvement	89,000.00	89,000.00	83,905.92	0.00	5,094.08	94.3
Less Reimbursement due from LAIF Savings	-89,000.00	-89,000.00	-83,905.92	0.00	-5,094.08	-94.3
7020.000 IT Contract Services/Server	1,320.00	1,320.00	1,320.00	0.00	0.00	100.0
7026.000 Contract Services	4,000.00	4,000.00	2,708.84	143.76	1,291.16	67.7
7033.000 Licenses, Permits, Fees	1,500.00	1,500.00	863.27	0.00	636.73	57.6
7034.000 Dues & Subscriptions	6,093.00	6,093.00	6,093.00	0.00	0.00	100.0
7035.000 Advertising	2,300.00	2,300.00	1,037.30	0.00	1,262.70	45.1
7040.000 Insurance (Liability)	7,500.00	7,500.00	0.00	0.00	7,500.00	0.0
7041.000 Legal	5,000.00	5,000.00	4,929.43	0.00	70.57	98.6
7050.100 Off Exp-Supplies	1,500.00	1,500.00	395.16	151.15	1,104.84	26.3
7050.200 Off Exp-Postage	150.00	150.00	0.00	0.00	150.00	0.0
7050.400 Off Exp-Maint	2,000.00	2,000.00	0.00	0.00	2,000.00	0.0
7062.000 Repair & Maintenance	500.00	500.00	0.00	0.00	500.00	0.0
7063.000 Fuel	1,000.00	1,000.00	1,517.76	583.42	-617.76	161.8
7064.000 Materials/Supplies/Small Tools	5,500.00	5,500.00	2,717.18	12.56	2,782.82	49.4
7065.000 Vehicle Repair/Maintenance	3,000.00	3,000.00	2,982.80	138.55	17.20	99.4
7105.000 Utilities - CSD	2,000.00	2,000.00	821.77	25.50	1,178.23	41.1
7105.100 Util-Telephone	500.00	500.00	55.95	0.00	444.05	11.2
7105.200 Util-Electric	1,400.00	1,400.00	1,103.25	104.00	296.75	78.8
7105.300 Util-Waste	300.00	300.00	250.00	0.00	50.00	83.3
7105.400 Utilities-Propane	1,000.00	1,000.00	443.42	0.00	556.58	44.3
7105.600 Utility - Internet	3,053.00	3,053.00	1,458.72	357.75	1,594.28	47.8
7204.000 Events	101.08	101.08	101.08	0.00	0.00	100.0
7501.000 Payroll Expense	195,600.00	195,600.00	103,923.60	13,466.61	91,676.40	53.1
7513.000 Payroll-TAXES	3,000.00	3,000.00	2,083.54	195.26	916.46	69.5
7514.000 Payroll-Benefits	36,000.00	36,000.00	26,225.00	3,432.00	9,775.00	72.8
7516.200 Pension Cost (CalPERS)	16,000.00	16,000.00	10,138.24	1,283.58	5,861.76	63.4
7516.400 CalPERS Fees	350.00	350.00	350.00	0.00	0.00	100.0
7516.600 Pension Plan Fees (MPPP)	-1,352.75	-1,352.75	-1,352.75	0.00	0.00	100.0
7518.000 Workers Comp	12,000.00	12,000.00	8,881.91	1,148.25	3,118.09	74.0
7550.000 Travel & Training	3,000.00	3,000.00	2,700.54	372.24	299.46	90.0
7551.000 Meals	500.00	500.00	410.31	122.88	89.69	82.1
7552.000 Employee Physical Exams-Shots	1,200.00	1,200.00	1,108.00	0.00	92.00	92.3
7555.000 Personal Protective Equip PPE	8,000.00	8,000.00	3,960.00	0.00	4,040.00	49.5
7556.000 Uniforms	3,000.00	3,000.00	0.00	0.00	3,000.00	0.0
<b>Expenditures</b>	<b>408,569.31</b>	<b>408,569.31</b>	<b>187,327.30</b>	<b>21,517.49</b>	<b>221,242.01</b>	<b>45.8%</b>

For the Period: 7/1/2021 to 3/31/2022

**Fund: 26 - COPS Grant**

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	UnencBal	% Bud
<b>Revenues</b>						
5075.000 Grant Income	162,000.00	162,000.00	134,232.05	12,930.03	27,767.95	82.9
<b>Revenues</b>	<b>162,000.00</b>	<b>162,000.00</b>	<b>134,232.05</b>	<b>12,930.03</b>	<b>27,767.95</b>	<b>82.9%</b>

<b>Expenditures</b>						
7020.000 IT Contract Services/Server	660.00	660.00	660.00	0.00	0.00	100.0
7033.000 Licenses, Permits, Fees	1,050.00	1,050.00	1,020.50	0.00	29.50	97.2
7050.100 Off Exp-Supplies	1,500.00	1,500.00	811.56	19.24	688.44	54.1
7050.200 Off Exp-Postage	200.00	200.00	132.75	0.00	67.25	66.4
7050.400 Off Exp-Maint	1,000.00	1,000.00	863.88	0.00	136.12	86.4
7051.000 Public Safety Supplies	500.00	500.00	77.43	0.00	422.57	15.5
7051.100 Mandatory Safety Equipment	1,000.00	1,000.00	257.40	0.00	742.60	25.7
7062.000 Repair & Maintenance	1,000.00	1,000.00	34.87	0.00	965.13	3.5
7063.000 Fuel	6,460.00	6,460.00	6,559.94	100.00	-99.94	101.5
7064.000 Materials/Supplies/Small Tools	2,500.00	2,500.00	2,114.14	79.79	385.86	84.6
7065.000 Vehicle Repair/Maintenance	6,000.00	6,000.00	6,000.00	1,318.13	0.00	100.0
7105.100 Util-Telephone	4,000.00	4,000.00	3,198.61	226.89	801.39	80.0
7501.000 Payroll Expense	89,030.00	89,030.00	73,415.51	6,060.50	15,614.49	82.5
7513.000 Payroll-TAXES	2,500.00	2,500.00	1,351.54	87.88	1,148.46	54.1
7514.000 Payroll-Benefits	19,000.00	19,000.00	10,298.00	1,716.00	8,702.00	54.2
7516.200 Pension Cost (CalPERS)	10,000.00	10,000.00	4,904.85	518.26	5,095.15	49.0
7516.600 Pension Plan Fees (MPPP)	100.00	100.00	75.00	0.00	25.00	75.0
7518.000 Workers Comp	7,000.00	7,000.00	5,585.46	511.38	1,414.54	79.8
7550.000 Travel & Training	2,000.00	2,000.00	1,533.47	0.00	466.53	76.7
7551.000 Meals	500.00	500.00	369.70	0.00	130.30	73.9
7552.000 Employee Physical Exams-Shots	1,000.00	1,000.00	896.15	298.15	103.85	89.6
7555.000 Personal Protective Equip PPE	2,500.00	2,500.00	42.37	0.00	2,457.63	1.7
7556.000 Uniforms	2,500.00	2,500.00	637.22	15.99	1,862.78	25.5
<b>Expenditures</b>	<b>162,000.00</b>	<b>162,000.00</b>	<b>120,638.35</b>	<b>10,952.21</b>	<b>41,361.65</b>	<b>74.5%</b>

For the Period: 7/1/2021 to 3/31/2022

**Fund: 30 - LSCSD Fire Department**

Revenues

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	UnencBal	% Bud
<b>Dept: 00</b>						
4001.100 Assmt/Revenue-Residential	100,835.00	100,835.00	76,049.10	0.00	24,785.90	75.4
4001.200 Assmt/Revenue-Standby	165,360.00	165,360.00	185,188.16	-102.92	173.84	99.9
4001.300 Assmt/Revenue-Commercial	2,315.00	2,315.00	1,052.50	0.00	1,262.50	45.5
4003.000 Lala Payment Revenue	5,000.00	5,000.00	4,777.55	3,046.41	222.45	95.6
4055.000 Misc Operational Income	2,000.00	2,000.00	1,390.20	15.00	609.80	69.5
4058.000 Misc-Non Operating Income	15.00	15.00	15.00	0.00	0.00	100.0
4076.000 Fire Suppression Expansion Fee	632.00	632.00	632.00	158.00	0.00	100.0
5040.000 Gain on Sale of Equipment	15,000.00	15,000.00	10,000.00	0.00	5,000.00	66.7
5056.000 Warrant	4,000.00	4,000.00	3,642.62	0.00	357.38	91.1
5061.000 Donations	5,650.00	5,650.00	5,649.75	0.00	0.25	100.0
5062.000 Event/Donations	5,000.00	5,000.00	0.00	0.00	5,000.00	0.0
5075.000 Grant Income	9,355.00	9,355.00	0.00	0.00	9,355.00	0.0
5081.000 Interest Earned-RSV	1,200.00	1,200.00	138.92	0.00	1,061.08	11.6
<b>Dept: 34 Fire Fuels Removal</b>						
4055.000 Misc Operational Income	28,125.00	28,125.00	8,945.00	4,875.00	19,180.00	31.8
5026.000 Fines/Violations	0.00	0.00	-42,500.00	0.00	42,500.00	0.0
<b>Dept: 45 Mutual Aid Strike Team</b>						
4080.000 Strike Team Rev Payroll Reimb	400,000.00	400,000.00	320,995.70	67,950.18	79,004.30	80.2
4081.000 Strike Team Rev Engine Reimb	100,000.00	100,000.00	92,395.90	29,453.13	7,604.10	92.4
4082.000 Strike Team Rev Admin OH Reimb	100,000.00	100,000.00	103,778.70	27,460.17	-3,778.70	103.8
4085.000 Emerg Resp Reimb Travel/Meals	3,000.00	3,000.00	0.00	0.00	3,000.00	0.0
<b>Revenues</b>	<b>947,487.00</b>	<b>947,487.00</b>	<b>752,149.10</b>	<b>132,854.97</b>	<b>195,337.90</b>	<b>79.4%</b>

Expenditures

<b>Dept: 01 General Admn</b>						
7001.000 Accounting Audit/Review	2,925.00	2,925.00	0.00	0.00	2,925.00	0.0
7002.000 Admin Overhead Alloc	69,380.00	69,380.00	0.00	0.00	69,380.00	0.0
7010.000 Capital Improvement	400,000.00	400,000.00	283,683.85	101,730.00	116,316.15	70.9
Less Reimbursement due from LAIF Savings	-400,000.00	-400,000.00	-283,683.85	-101,730.00	-116,316.15	-70.9
7020.000 IT Contract Services/Server	660.00	660.00	660.00	0.00	0.00	100.0
7026.000 Contract Services	5,000.00	5,000.00	3,898.16	0.00	1,101.84	78.0
7033.000 Licenses, Permits, Fees	100.00	100.00	35.32	0.00	64.68	35.3
7034.000 Dues & Subscriptions	500.00	500.00	322.92	130.00	177.08	64.6
7035.000 Advertising	150.00	150.00	222.60	0.00	-72.60	148.4
7040.000 Insurance (Liability)	10,000.00	10,000.00	0.00	0.00	10,000.00	0.0
7041.000 Legal	2,000.00	2,000.00	1,470.00	0.00	530.00	73.5
7050.100 Off Exp-Supplies	1,500.00	1,500.00	665.90	216.58	834.10	44.4
7050.200 Off Exp-Postage	100.00	100.00	40.41	0.00	59.59	40.4
7050.400 Off Exp-Maint	580.00	580.00	439.48	219.74	140.52	75.8
7051.000 Public Safety Supplies	3,000.00	3,000.00	1,902.39	0.00	1,097.61	63.4
7051.100 Mandatory Safety Equipment	5,000.00	5,000.00	0.00	0.00	5,000.00	0.0
7062.000 Repair & Maintenance	500.00	500.00	63.18	0.00	436.82	12.6
7063.000 Fuel	12,500.00	12,500.00	11,221.31	0.00	1,278.69	89.8
7064.000 Materials/Supplies/Small Tools	5,000.00	5,000.00	4,026.45	209.59	973.55	80.5
7065.000 Vehicle Repair/Maintenance	50,000.00	50,000.00	48,990.35	0.00	1,009.65	98.0
7075.000 VFA Grant Equipment	18,710.00	18,710.00	3,914.25	0.00	14,795.75	20.9
7105.000 Utilities - CSD	2,000.00	2,000.00	1,726.44	92.99	273.56	86.3
7105.100 Util-Telephone	2,000.00	2,000.00	1,632.25	38.01	367.75	81.6
7105.200 Util-Electric	2,000.00	2,000.00	1,876.56	327.66	123.44	93.8
7105.300 Util-Waste	900.00	900.00	674.09	0.00	225.91	74.9
7105.400 Utilities-Propane	3,000.00	3,000.00	1,320.27	0.00	1,679.73	44.0
7105.600 Utility - Internet	260.00	260.00	192.24	21.36	67.76	73.9
7204.000 Events	300.00	300.00	232.08	232.08	67.92	77.4
7501.000 Payroll Expense	64,662.00	64,662.00	58,632.24	4,769.24	6,029.76	90.7
7513.000 Payroll-TAXES	9,000.00	9,000.00	2,347.89	69.16	6,652.11	26.1
7514.000 Payroll-Benefits	20,500.00	20,500.00	15,444.00	1,716.00	5,056.00	75.3
7516.200 Pension Cost (CalPERS)	7,000.00	7,000.00	5,637.13	594.72	1,362.87	80.5
7516.600 Pension Plan Fees (MPPP)	-1,447.75	-1,447.75	-1,447.75	0.00	0.00	100.0
7518.000 Workers Comp	5,000.00	5,000.00	4,286.63	410.16	713.37	85.7
7550.000 Travel & Training	600.00	600.00	294.25	0.00	305.75	49.0
7551.000 Meals	500.00	500.00	368.93	126.99	131.07	73.8
7552.000 Employee Physical Exams-Shots	600.00	600.00	0.00	0.00	600.00	0.0
7556.000 Uniforms	1,000.00	1,000.00	461.47	0.00	538.53	46.1
<b>Dept: 34 Fire Fuels Removal</b>						
7026.000 Contract Services	150.00	150.00	0.00	0.00	150.00	0.0
7034.000 Dues & Subscriptions	50.00	50.00	0.00	0.00	50.00	0.0
7062.000 Repair & Maintenance	1,425.00	1,425.00	1,144.90	0.00	280.10	80.3
7064.000 Materials/Supplies/Small Tools	500.00	500.00	104.05	0.00	395.95	20.8
7501.000 Payroll Expense	15,000.00	15,000.00	12,102.85	0.00	2,897.15	80.7
7513.000 Payroll-TAXES	1,500.00	1,500.00	1,097.40	0.00	402.60	73.2
7518.000 Workers Comp	2,000.00	2,000.00	1,040.87	0.00	959.13	52.0
<b>Dept: 45 Mutual Aid Strike Team</b>						
7065.000 Vehicle Repair/Maintenance	0.00	0.00	1,146.86	0.00	-1,146.86	0.0
7501.000 Payroll Expense	350,000.00	350,000.00	523,716.55	0.00	-173,716.55	149.8
7513.000 Payroll-TAXES	20,000.00	20,000.00	6,942.61	0.00	13,057.39	34.7
7518.000 Workers Comp	30,000.00	30,000.00	24,161.55	0.00	5,838.45	80.5
7550.000 Travel & Training	1,500.00	1,500.00	0.00	0.00	1,500.00	0.0
7551.000 Meals	1,500.00	1,500.00	0.00	0.00	1,500.00	0.0
<b>Expenditures</b>	<b>715,604.25</b>	<b>729,104.25</b>	<b>743,009.08</b>	<b>9,174.28</b>	<b>-13,904.83</b>	<b>101.9%</b>

**Grand Total Net Effect: 368,903.25 440,403.25 184,555.85 61,539.21 255,846.40**



## LAKE SHASTINA COMMUNITY SERVICES DISTRICT

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### RESOLUTION NO. 1-22

#### A RESOLUTION OF THE LAKE SHASTINA COMMUNITY SERVICE DISTRICT AS A RESULT OF A LOCAL EMERGENCY AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS PURSUANT TO BROWN ACT PROVISIONS.

**WHEREAS**, the Lake Shastina Community Service District is committed to preserving and nurturing public access and participation in meetings of the Board; and

**WHEREAS**, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

**WHEREAS**, on March 4, 2020, the Governor proclaimed pursuant to his authority under the California Emergency Services Act, California Government Code section 8625, that a state of emergency exists with regard to a novel coronavirus (a disease now known as COVID-19); and

**WHEREAS**, on June 4, 2021, the Governor clarified that the "reopening" of California on June 15, 2021 did not include any change to the proclaimed state of emergency or the powers exercised thereunder; and

**WHEREAS**, as of the date of this Resolution, neither the Governor nor the Legislature have exercised their respective powers pursuant to California Government Code section 8629 to lift the state of emergency either by proclamation or by concurrent resolution in the state Legislature; and

**WHEREAS**, the continued local rates of transmission of the virus and variants causing COVID-19 are such that meeting in person would present imminent risks to the health or safety of attendees of public meetings;

#### **NOW, THEREFORE, THE LAKE SHASTINA COMMUNITY SERVICE DISTRICT HEREBY RESOLVE AS FOLLOWS:**

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the County, and social distancing orders are currently in place and needed to protect the health and safety of the citizens.

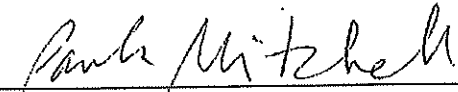
Section 3. Remote Teleconference Meetings. The staff and legislative bodies of Lake Shastina Community Service District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 4. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of thirty (30) days from adoption of the Resolution or such time the Board of Directors adopts a subsequent Resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the Lake Shastina Community Service District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

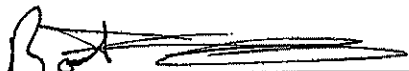
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I hereby certify that the forgoing is a full, true and correct copy of Resolution No. 1-22 duly passed and adopted by the Board of Directors of the Lake Shastina Community Services District, Siskiyou County, California, at a meeting thereof duly held on the 16th day of March 2022, by the following vote:

AYES: Directors Beck, Cupp, MacIntosh, Mitchell, Thompson  
NOES:  
ABSENT:

  
\_\_\_\_\_  
Paula Mitchell, President

ATTEST:

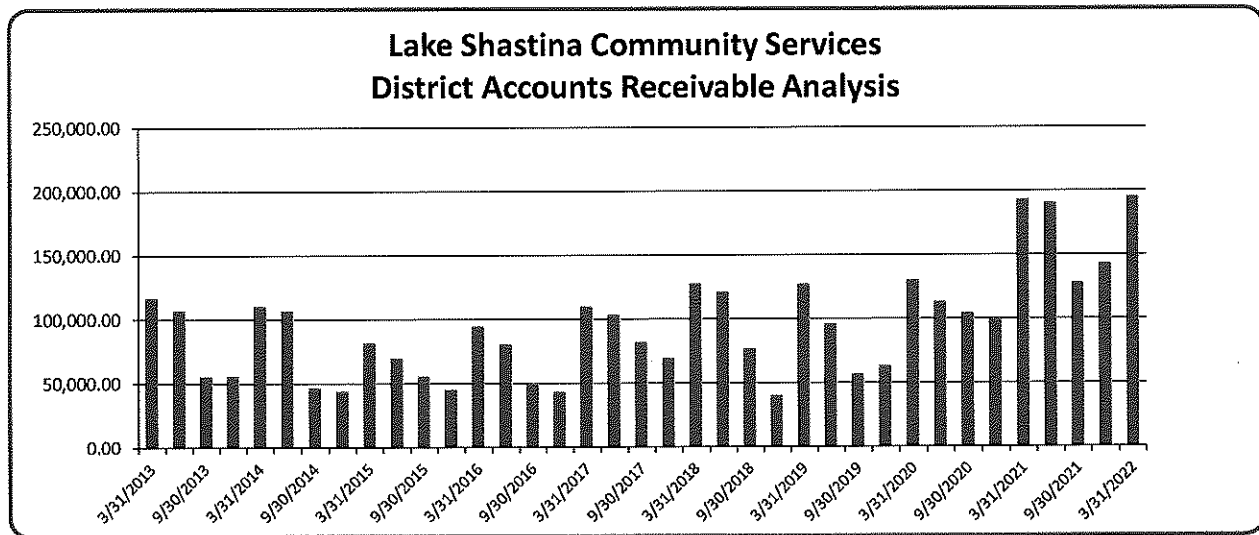
  
\_\_\_\_\_  
Robert Moser, Secretary

**Lake Shastina Community Services District**  
**Quarterly**

Accounts Receivable Analysis 2013/2022 YTD  
March 31, 2013 thru March 31, 2022

Date	0-30 Days	30-60 Days	60-90 Days	>90 Days	Balance
3/31/2013	8,240.48	282.06	53,663.99	54,515.14	116,701.67
6/30/2013	3,047.85	56.00	521.55	103,570.95	107,196.35
9/30/2013	6,493.34	20.00	31.50	48,871.39	55,416.23
12/31/2013	2,653.17	92.58	33.30	53,340.80	56,119.85
3/31/2014	8,360.90	65.99	52,413.07	49,243.31	110,083.27
6/30/2014	3,156.77	30.00	317.76	103,631.03	107,135.56
9/30/2014	5,475.68	1,131.57	0.77	39,772.05	46,380.07
12/31/2014	854.19	1,010.20	50.00	41,956.34	43,870.73
3/31/2015	6,457.83	841.30	40,425.31	34,158.64	81,883.08
6/30/2015	2,036.06	50.00	632.03	67,320.96	70,039.05
9/30/2015	7,481.65	15.00	163.00	48,095.75	55,755.40
12/31/2015	928.60	1,504.10	429.37	42,257.93	45,120.00
3/31/2016	419.41	7,981.59	103.78	86,213.68	94,718.46
6/30/2016	2,371.53	67.41	237.21	78,228.48	80,904.63
9/30/2016	7,400.59	183.89	31.09	42,908.53	50,524.10
12/31/2016	1,054.74	729.49	0.00	41,547.90	43,332.13
3/31/2017	9,490.48	470.19	64,303.28	35,641.63	109,905.58
6/30/2017	2,705.90	206.46	59.94	100,580.03	103,552.33
9/30/2017	9,927.46	731.59	335.68	71,124.61	82,119.34
12/31/2017	245.76	2,007.73	240.05	67,129.23	69,622.77
3/31/2018	665.99	9,083.79	65,631.73	52,348.93	127,730.44
6/30/2018	3,005.61	216.94	1,998.22	116,055.47	121,276.24
9/30/2018	9,562.53	925.75	321.90	66,249.63	77,059.81
12/31/2018	-17,681.74	1,511.41	1,104.39	55,381.43	40,315.49
3/31/2019	8,503.57	447.48	68,411.14	49,976.97	127,339.16
6/30/2019	-22,603.12	613.48	0.02	118,199.06	96,209.44
9/30/2019	-13,662.58	283.50	102.99	70,362.42	57,086.33
12/31/2019	733.74	1,991.51	1,783.42	59,001.58	63,510.25
3/31/2020	4,423.17	1,058.47	70,367.06	54,699.62	130,548.32
6/30/2020	212.76	103.42	82.70	113,292.67	113,691.55
9/30/2020	5,602.51	602.24	91,453.52	6,884.68	104,542.95
12/31/2020	0.00	4,505.62	709.96	94,431.72	99,647.30
3/31/2021	403.12	15,141.34	104,256.86	70,851.19	193,652.41
6/30/2021	6,556.53	98.31	98.88	183,839.48	190,593.20
9/30/2021	6,709.98	1,085.30	134.31	120,455.23	128,384.82
12/31/2021	5,241.95	640.18	470.13	137,078.35	143,430.61
3/31/2022	13,243.07	3,256.87	-	178,962.21	195,462.21

Note: 1) Part of this report includes accounts that have been prepaid. 2) Police, Fire, Sewer and Water have been combined.





## Lake Shastina Fire Department

16309 Everhart Drive  
Weed CA 96094

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For the Month of March, Lake Shastina Fire Department responded to a total of 30 calls for service. These calls included:

- 18 Medical Aids
- 2 Public Assists
- 1 Control Burn
- 1 Carbon Monoxide
- 2 Wildland Fire
- 1 Residential Fire
- 1 Commercial Fire Alarm
- 1 Structure Fire
- 3 Debris Fire



## **LAKE SHASTINA POLICE DEPARTMENT**

**William N. Bullington**

**Chief of Police**

**16309 Everhart Dr., Weed, CA 96094**

**(530) 938-2226**

TO: LSCSD Board of Directors

FROM: Will Bullington, Chief of Police

SUBJECT: March 2022 Police Monthly Board Report

**POLICE ACTIVITY:** LSPD had 157 calls for service in March.

### **SUMMARY:**

Misdemeanor Arrests: 6

Felony Arrests: 0

Traffic Warnings: 113

Traffic Citations: 7

Animal Control Cites: 0

Animal Related Calls: 1

Parking Cites: 0

House Watch: 420+-

Misc. Police Calls (Non-Criminal): 30

### **NOTABLE ACTIVITY:**

**03/02/2022-** 38-year-old Maxwell, CA resident arrested for possession of 3.5 ounces of methamphetamine.

**0/06/2022-** 31-year-old Lake Shastina resident arrested for domestic battery.

**03/11/2022-** Yreka resident arrested for driving on a suspended DL.

**03/18/2022-** 31-year-old Medford, OR resident arrested for driving on a suspended DL.

**03/18/2022-** Bakersfield resident arrested for driving without a DL.

On 4-11-22, we hired and swore in Matthew Sadler as a new Lake Shastina Police Officer. Matt is a lifetime resident of Siskiyou County, worked for Mt. Shasta Fire Dept. as a fire fighter and EMT. Matt also worked as a dispatcher for Mt. Shasta Police Dept. for 4 years and then moved to Marin County as a dispatcher for their Sheriff's Dept. for 2 ½ years. Matt was hired as a patrol deputy for 2 years and decided to move his wife and two children back to Siskiyou County. Matt will bring our department up to full staffing and take on the duties of evidence and records as part of his patrol function.



## Lake Shastina Sewer Department

To: Lake Shastina CSD Board  
From: RODNEY VILLA, Maintenance Leadman  
Meeting Date: April 20, 2022  
Subject: Board Report - March 2022

### Notable Activity:

- We cleaned both check valves twice and the motors once each and eventually dewatered the lift station at B-107 to combat the continual clogging.
- At the WWTP we mowed around the ponds and added more rip-rap to the inside of pond #2 to stop the erosion.
- In order to train the new employees on the vac-tank we dewatered B-120 and B-118. The process got rid of all the grease and sand which is damaging to the pumps.
- One of the monitoring pumps failed at the WWTP so it had to be replaced.

## Lake Shastina Water Department

To: Lake Shastina CSD Board  
From: RODNEY VILLA, Maintenance Leadman  
Meeting Date: April 20, 2022  
Subject: Board Report – March 2021

### Notable Activity:

- We had four days of water meter reads. There were 60 shut-off notices that turned into 15 shut-offs and eventually 9 of them had to be turned back on.
- We painted the floor and did the final cleanup in B-56 after the water leak.
- There were 7 water service locates.
- Tim Barnett passed his Water Distribution exam, so he is now D2 certified.
- We also replaced the unleaded con-vault pump in the corp. yard.

## APPOINTMENT OF POLICE CHIEF AND EMPLOYMENT AGREEMENT

This Agreement is made this 1st day of January 2022 between Lake Shastina Community Service District ("District"), a political subdivision of the State of California, and William Bullington ("Employee" or "Police Chief").

By this Agreement the District appoints William Bullington as Police Chief for the District and Employee accepts such employment on the terms and conditions set forth herein.

### RECITALS

WHEREAS, the District requires the services of a Police Chief; and

WHEREAS, Employee has the necessary education, experience, skills and expertise to serve as Police Chief, and has been employed as a Police Chief; and

WHEREAS, the Board of the District ("Board") desires Employee to serve as the Police Chief of the District; and

WHEREAS, Employee desires to accept said appointment; and

WHEREAS, the Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of Government Code Section 53260 et seq.; and

THEREFORE, the District hereby appoints Employee as its Police Chief, and Police Chief hereby accepts such employment under the terms and conditions set forth herein.

### DUTIES AND RESPONSIBILITIES

1. Employee agrees to observe and comply with the rules and regulations of the District, as adopted by the District's Board, respecting performance of duties, and to carry out and perform orders, directions, and policies stated by the District from time to time, either orally or in writing. The General Manager shall conduct annual performance evaluations of the Police Chief and may conduct additional evaluations at regular or irregular intervals if the General Manager so elects.

2. The duties of the Police Chief are as set forth in Attachment A of, which is expressly incorporated in this Agreement by this reference, and which may be changed by the Board during the term of this agreement.

3. Employee agrees not to engage in any other business activities, duties, or pursuits and to devote all of his productive time, ability, and attention to District business. Employee may seek the prior, written consent of the General Manager to engage in either outside employment or to render services to any other person or organization. Activities that do not materially interfere with the services required under this Agreement do not require prior written consent of District.

4. William Bullington acknowledges and agrees that he has met, and will continue to meet throughout the term of this Agreement and any extension thereof, the requirements of the Peace Officers Standards and Training (P.O.S.T) guidelines contained in Title 8 of the California Code of Regulations. Employee agrees that, to the best of his ability, he will at all times loyally and conscientiously perform all of his duties and obligations required of him either expressly or implicitly by this Agreement.

#### **EMPLOYEE'S ETHICAL OBLIGATIONS**

5. Employee acknowledges and understands that public employment, especially the position of Police Chief, carries with it great public trust and responsibility. Employee agrees to perform his duties in accordance with the laws and rules governing public employment and will undertake those duties in a matter which avoids acts of an inappropriate or illegal nature and avoids those acts which may give rise to even the appearance of impropriety. In accordance with that goal, Employee agrees to make full disclosure to, and obtain the approval of, the General Manager before entering into any negotiation or contract with any individual related to Employee by blood or marriage or from any entity in which such an individual has a business interest. Employee further agrees that failure to make such disclosures may result in immediate termination and referral to the appropriate law enforcement authority.

#### **DISTRICT AUTHORITY**

6. The District's authority is exercised by the District Board acting as a body, as set forth by State law. No individual member of the Board has the authority to direct or give orders to the Employee.

#### **SALARY**

7. As compensation for services provided as Police Chief, the District shall pay Employee a fixed salary at \$80,000 per annum, payable in accordance with District policy. Police Chief is an exempt employee and shall work approximately 40 hours a week performing the duties of Police Chief. Unless sooner conducted as provided in Paragraph (1), an initial performance review of Employee shall be conducted by the General Manager on or about the one-year anniversary date of the date of appointment stated in section 11 of this Agreement.

#### **OTHER COMPENSATION AND BENEFITS**

8. Commencing on 1<sup>st</sup> day of January 2022, Employee shall receive the following benefits:

- a. The Police Chief shall be provided benefits for medical dental and vision coverage as the other employees of the District, which is currently provided by Teamsters Union Local 137;

b. Paid Time Off "PTO" accruing at the rate of 176 hours per year. Accrual of PTO time is capped at 2 years of PTO time. Police Chief shall notify the General Manager prior to taking time and shall ensure that all matters are covered in his absence. The Employee will still accrue vacation and holiday time per the current agreement with the Employer for all police personnel.

d. CalPERS retirement benefits. Employee shall pay the entire employee contribution.

e. Reimbursement of travel expenses pursuant to the District per diem policy and in accordance with departmental travel budget and payment of a cellular phone and data plan stipend in accordance with District policy;

f. Effective the first full pay period following every July 1, employee shall receive a salary increase of 2%.

g. The District agrees to pay the annual conference, registration, fees, dues and costs associated with the professional affiliation/membership to the California Chiefs of Police (CAL-CHIEFS), the International Association of Chiefs of Police (IACP), and any other professional law enforcement affiliation that is beneficial to the duties and performances of the Chief of Police position. As approved by the General Manager.

h. Any and all on call time will be paid the same as paid to other police personnel per their agreement with the District.

i. The Police Chief shall receive a 5% salary increase upon District's receipt of his POST executive certificate. If POST executive certificate is received prior to May 1, 2022, the 5% salary increase will be retroactive to the beginning of this contract.

### **SUPPORT SERVICES**

10. The District shall provide funds, space, equipment, and personnel for Employee's performance of his duties, as allowed by the Board of Directors/General Manager. District agrees to provide a vehicle for William Bullington official use in his employment as Chief of Police. The District will pay all costs associated there with, including, without limitation, insurance, maintenance, repair, and fuel. Vehicle will be strictly used for the purposes of emergency response, training, business, events and professional conferences.

### **TERM**

11 The effective date of appointment as Police Chief for Employee shall be December 18, 2019. The term of this Agreement shall be from January 1, 2022 through January 31, 2025, subject to the following conditions:

a. This Agreement may be terminated at any time with or without cause.

b. District will negotiate with Employee a renewal of Employee's contractual relationship with District or provide written notice of District's intent not to renew, no later than 120 days prior to expiration date. In no event shall Employee's contract expire sooner than 120 days after District's written notice to Employee that it does not intend to renew the contract.

c. Employee shall have the absolute right to unilaterally terminate this Agreement by written notice to the Police Chief. Employee shall make every effort to provide at least 90 days' written notice prior to terminating performing the duties of Police Chief.

### **TERMINATION OF EMPLOYMENT**

12. Regardless of whether Employee is terminated for cause or without cause under this Agreement, Employee shall, upon termination, be compensated for the accrued PTO per District Policy he had accrued as a District employee.

13. Termination for Cause:

a. The Police Chief may be terminated for cause. Examples of "cause" shall, include, but are not limited to, any of the following: (a) conviction of a misdemeanor of moral turpitude or any felony; (b) continued abuse of drugs or alcohol that materially affects the performance of the Employee's duties; (c) repeated and protracted unexcused absences from the Police Chief's office and duties; and (d) material breach of this Agreement which is not cured after reasonable notice.

b. In the event the District terminates the Employee for cause, then District may terminate this Agreement immediately, and the Employee shall be entitled to only the compensation accrued up to the date of termination, and any other termination benefits and payments as may be required by law. The Employee shall not be entitled to any severance benefits if terminated under this section.

c. In the event the District terminates the Employee for cause, the District and the Employee agree that neither Party shall make any written or oral statements to members of the public or the press concerning the Employee's termination except in the form of a joint press release which is mutually agreeable to both Parties. The joint press release shall not contain any text or information that would be disparaging to either Party. The Parties further agree that, if they are unable to mutually agree on the contents of a joint press release within 72 hours after notice of termination, the District may state solely that the Employee is no longer employed by the District and the former Employee may state solely that he is no longer employed by the District.

14. Termination without Cause:

a. The Employee may resign at any time and agrees to give the District at least 30 days advance written notice of the effective date of the Employee's resignation, unless the Parties otherwise agree in writing. If the Employee retires from full time public

service with the District, the Employee may provide six months' advance notice, but shall provide a minimum of 90 days' notice. The Employee's actual retirement date will be mutually established.

b. The Police Chief serves at the pleasure of the General Manager upon the terms and conditions described in the agreement, in the sole discretion of the General Manager. **This is an at-will employment position.** The General Manager's discretion may be exercised without cause and at any time during the term of this Agreement, upon 30 days written notice, except as provided in section 12 above.

Notice of termination shall be provided to the Employee in writing. "Termination" as used in this section shall also include any request that the Employee resign, agree to a reduction in salary or other financial benefits of the Employee, a material reduction in the powers and authority of the Police Chief, or the elimination of the Police Chief's position. Any such notice of termination or act constituting termination shall be provided in writing.

c. EMPLOYEE ACKNOWLEDGES AND UNDERSTANDS THAT THIS POSITION IS AT-WILL AND IS NOT COVERED BY THE LAKE SHASTINA DISTRICT POLICY OR MEMORANUM OF UNDERSTANDING. EMPLOYEE MAY BE TERMINATED AT ANY TIME, FOR ANY LEGAL REASON.

d. This Agreement shall also terminate on the death of Employee and all accrued salary and leave benefits per policy shall be paid to Employee's estate as required by applicable law.

15. Severance Pay:

a. For any termination of employment by the General Manager not for cause, Employee shall be entitled to severance pay consisting of three month's salary. Total severance pay shall be paid in monthly installments. Severance payments will be made to Employee regardless of employee's post-employment job status. Employee shall not receive severance pay if Employee's employment is terminated for any of the causes for discipline. Nor shall Employee receive severance pay if Employee elects to terminate this Agreement as provided by section 14.a. above.

b. If Employee accepts any of the severance payments described herein, to the extent not prohibited by law, such acceptance shall constitute a full release and discharge of the District and its officers, directors, employees, agents, and related corporations and their successors and assigns, both individually and collectively and in their official capacities, from any and all liability arising out of his employment and/or the cessation of said employment. Nothing contained in this paragraph shall prevent Employee from bringing an action to enforce the terms of this Agreement.

## INDEMNITY

16. District shall indemnify Employee to the full extent of the law as provided by the California Torts Claims Act (Government Code Section 810 et seq.) and the indemnity provisions of this Agreement, whichever shall provide the greatest protection to Employee.

a. The District shall defend and indemnify the Employee against and for all losses sustained by Employee in direct consequences of the discharge of the Employee's duties on the District's behalf.

b. The District shall defend, hold harmless and indemnify Employee against any tort, professional liability claims or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Police Chief. The District may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

c. Whenever Employee shall be sued for damages arising out of the performance of the Employee's official duties, the District shall provide defense counsel for the Employee in such suit and indemnify Employee from any judgment rendered against the Employee; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. This indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in Employee's official capacity, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the District. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies that Employee may have under the law.

d. The District and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against Employee, while acting within the scope of the Police Chief's duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the District or any party affiliated with or otherwise claiming under or through it, regardless of any prior, concurrent, or subsequent active or passive negligence by Employee.

## NOTICES

17. All notices required under this Agreement shall be in writing and shall be deemed to have been given at the time they are personally delivered to the party to whom given or mailed in any general or branch United States Post Office enclosed in a registered or certified postage-paid envelope addressed to the address of the respective parties stated below, or to any changed address either party may have designated by notice:

Employee's Address:	Lake Shastina Community Services District Attn: General Manager
On file with the payroll clerk.	16320 Everhart Dr. Weed, CA 96094



Any notice of change of address shall be effective only upon receipt.

#### **WAIVER**

18. Failure to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power for all or any other times.

#### **REMEDY FOR BREACH**

19. If Employee breaches any provision of this Agreement, the District shall be entitled if it so elects, to institute and prosecute proceedings in a court of competent jurisdiction to obtain damages for breach of this Agreement or for any other legal or equitable relief to which it may be entitled by law. The prevailing party in any action to enforce or interpret the terms of this Agreement shall be entitled to recover from the other party reasonable attorney's fees, court costs and other necessary expenses incident to the action in addition to any other relief to which that party is entitled. Venue for any litigation shall be in Siskiyou County, California.

#### **PARTIAL INVALIDITY**

20. The invalidity or unenforceability of any term or provision or any clause of this Agreement shall in no way impair or affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

#### **NON-ASSIGNMENT**

21. This Agreement is personal in nature, and neither of the parties shall, without the consent of the other, assign or transfer this Agreement or any rights or obligations under this Agreement.

#### **ENTIRE AGREEMENT**

22. This Contract represents the entire Agreement of the Parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by a written, fully executed Agreement of the Parties.

#### **PERSONNEL RULES SUPERSEDED**

23. The provisions of this Agreement shall control and supersede the provisions of the District Personnel Policy and District Code in the event that there is an inconsistency between this Agreement and the Personnel Policy or District Code as later amended.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first written above.

William Bullington, Employee

LAKE SHASTINA CSD, Employer

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Paula Mitchell, President of the  
District Board

Approved as to form:

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Margaret Long, District Counsel

Attachment A  
Job Duties

**POLICY TITLE:** Job Description – Chief of Police  
**POLICY NUMBER:** 1500

**1500.10**      **General Job Description**

Under direction of the General Manager, the Chief of Police is responsible for managing the police force for the Lake Shastina Community Services District. The police force consists of three (3) full time officers, two (2) part time officers, and one (1) full time Community Services Officer/Clerk.

The Chief of Police's primary duties include:

Perform duties as per written employment contract and be able to perform equivalent to what is required of post trained police officers of District.

Preparing written and oral reports for and attending the board meetings of the Lake Shastina Community Services District, and such other meetings as the board specifies from time to time.

Supervising officers in their tasks of patrolling in a radio equipped car, answering calls for the protection of life and property, enforcing all applicable laws, preventing and detecting crime, making house security calls, maintaining animal control, investigating crimes, responding to various emergencies, enforcing traffic laws, preparing complete and accurate reports, preparing cases for prosecution, appearing as a court witness, maintaining contact with citizens regarding police problems and preserving good relationships with the general public, and any other duties that may be required.

Assuring that all required county, state, and federal records and reports are compiled and submitted.

Maintaining cordial relations with all persons entitled to the services of Lake Shastina police force and attempting to resolve all public and officer complaints. He/she shall encourage citizen participation in the affairs of Lake Shastina.

Preparing the budgets and disposition of various grants for the Police Department.

Representing Lake Shastina Police Department to all outside law enforcement agencies.

Defining, administering, and maintaining records for a training program for all police officers.

Defining and maintaining a set of Police Department Regulations and Standards for the conduct of Police activities.

Effectively working as a member of a problem-solving team to resolve, within set time schedules, a variety of tasks in support of the Lake Shastina community.

**1500.20**      **Prerequisite Qualifications.** He/she must be a citizen of the United States, shall have graduated from a California POST approved Basic Academy and possession of a POST Advanced Certificate, possess a bachelors degree in police administration, a related field, and/or shall have five (5) years experience in an increasingly responsible police agency management position, height and weight proportional to each other, physical health, strength, stature and agility necessary to meet the demands of police work, vision correctable to 20/20, uncorrected to 20/100, a valid California driver's license, free from criminal record, and be of good moral character.

He/she must have a working knowledge of police methods and procedures including patrol, crime prevention, traffic control, investigation and identification techniques and equipment, police records and reports, first aid, criminal law procedures apprehension and arrest, custody of persons, search and seizure, collection and preservation of evidence, offensive and defensive weapons, basic self defense, interviewing and interrogation techniques, civil actions, understanding and interpreting applications of law, departmental policies and regulations, and related rules pertaining to police work.

**1500.25**      **Additional Desirable Qualifications.** Possession of EMT I or II certificate or paramedic certificate.

**1500.30**      **Salary Table.** The Chief of Police's salary is determined by contract.

**1500.40**      **Essential Job Physical Demands:** Maintain a physical condition necessary to perform essential duties, as specified by POST certification. Activities may include effecting arrests; subduing resisting persons; chasing fleeing subjects; walking, running, crouching, or crawling during emergency operations; moving equipment and injured/deceased persons; climbing stairs/ladders; assisting in life saving and rescue procedures; walking, standing, or sitting for extended periods of time; operating assigned equipment and vehicles; effectively dealing with personal danger, which may include exposure to armed/dangerous persons, dangerous animals, communicable diseases, hazards of driving, natural and man-made disasters; maintaining effective audio-visual discrimination; and perception for making. Operation of telephone, two-way radio, fire arms, police vehicle for patrolling, computer and other related business machines, and access file storage facilities.

**1500.50**      **Environmental Demands:**

Outside: Occasionally patrols out-of-office and directs traffic in a variety of weather conditions including, rain, snow and heat to +100 DEG F.  
Inside: Primarily works indoors in temperature-controlled environment.  
Fumes/Gases: Exposure to various colognes/perfumes, infrequent exposure to fumes/dust from printing cartridges.  
Noise/Vibration: Business/office machines, use of fire arms.

**1500.60      Mental Requirements:**

Reading: Ability to read laws and regulations, letters, reports, memos, messages, etc.

Writing: Ability to write prompt, clear, and accurate reports, memos, messages, and fill out information forms. Needs ability to use or quickly learn to use laptop computer and associated report software.

Math: Ability to work with mathematical concepts such as algebra. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Attention to Detail: High level concentration and attention to detail for extended periods of time.

Repetition: Not a particularly repetitive job.

Judgment: Ability to react quickly and calmly in emergency or hazardous situations and adopt an effective course of action. Ability to observe and remember facts and details of incidents and learn information through interview and observations. Ability to manage, prioritize work, and make decisions regarding the operation of services to the Lake Shastina community. Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of audit instructions in mathematical or verbal form, and deal with several abstract and concrete variables. Ability to work with others and formulate appropriate instructions to achieve desired goals.

Social Skills: Ability to relate cooperatively with members of the public, Directors, and District personnel on a constant and face-to-face basis.

Communication:Skills: Ability to quickly organize and communicate thoughts orally, written or graphically. Ability to understand communications from others.



## **LAKE SHASTINA POLICE DEPARTMENT**

**William N. Bullington**

**Chief of Police**

**16309 Everhart Dr., Weed, CA 96094**

**(530) 938-2226**

April 14, 2022

TO: LSCSD Board of Directors

FROM: Will Bullington, Chief of Police

RE: Military Equipment Use Ordinance

On September 30, 2021, Governor Newsom signed Assembly Bill 481 ("AB 481"), which was effective January 1, 2022. AB 481 stated goals are to provide legally enforceable safeguards to protect the public's welfare before military equipment is funded, acquired, or used.

LSPD has been a participant in a program that does give some surplus military equipment to law enforcement agencies. Specifically, we were given M16A1 rifles, and we have purchased our own patrol rifles.

The attached ordinance was "donated" via the California Police Chief's Association from the city of San Bruno. Our department policy was submitted by our Lexipol attorneys that write many policies for law enforcement agencies in California. Some language was added to cover other agencies that might be requested to assist LSPD or whom may be serving search warrants in our jurisdiction. This language was proposed by Cal-Chiefs also.

I have attached a copy of Policy 709 from the Lake Shastina PD Policy Manual. The process that we must follow will include, if approved by the board, publishing the ordinance and the LSPD policy (which includes a listed inventory of said military equipment) for 30 days. This will give the public the opportunity to review and comment on the ordinance prior to the second reading and final approval.

I would recommend that the board approve LSCSD ordinance regarding the Military Equipment Use and it's entirety.

## Military Equipment

### 709.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

#### 709.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

**Governing body** – The elected or appointed body that oversees the Department.

**Military equipment** – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

# Lake Shastina Police Department

Lake Shastina PD Policy Manual

## *Military Equipment*

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### **709.2 POLICY**

It is the policy of the Lake Shastina Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

### **709.3 MILITARY EQUIPMENT COORDINATOR**

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Lake Shastina Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
  1. Publicizing the details of the meeting.
  2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

### **709.4 MILITARY EQUIPMENT INVENTORY**

The following constitutes a list of qualifying equipment for the Department:

1. Four M-16A1 rifles.
2. One Mag Tactical AR-15 rifle.
3. Two Bushmaster AR-15 rifles.

### **709.5 APPROVAL**

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy



# Lake Shastina Police Department

Lake Shastina PD Policy Manual

## *Military Equipment*

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is submitted to the governing body and is available on the Lake Shastina Community Service's website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

### **709.6 COORDINATION WITH OTHER JURISDICTIONS**

Military equipment used by any member of this jurisdiction shall be approved for use and in accordance with this department policy. Military equipment used by other jurisdictions that are providing mutual aid to this jurisdiction shall comply with their respective military equipment use policies in rendering mutual aid.

Military equipment used by other jurisdictions that are serving search warrants in this jurisdiction shall comply with their respective military equipment policies in serving search warrants.

### **709.7 ANNUAL REPORT**

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

# Lake Shastina Police Department

Lake Shastina PD Policy Manual

## *Military Equipment*

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### **709.8 COMMUNITY ENGAGEMENT**

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

**ORDINANCE \*-22**  
**MILITARY EQUIPMENT USE**

- 1. Introduction and First Reading – April 20, 2022**
- 2. Second Reading and possible Adoption by Board**



*LAKE SHASTINA COMMUNITY SERVICES DISTRICT*

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**ORDINANCE NO. \* - 22**

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## *LAKE SHASTINA COMMUNITY SERVICES DISTRICT*

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### ORDINANCE NO. \*-22

#### AN ORDINANCE OF THE LAKE SHASTINA COMMUNITY SERVICES DISTRICT REGARDING POLICE ACQUISITION AND USE OF "MILITARY EQUIPMENT"

#### BE IT ORDAINED BY THE GOVERNING BOARD OF LAKE SHASTINA COMMUNITY SERVICES DISTRICT AS FOLLOWS:

##### **Article 1. Title and Scope**

Sec. 1.01. Title: This ordinance shall be known as the Lake Shastina Community Services District (LSCSD) Military Equipment Use Ordinance.

Sec. 1.02. Application and Scope: The provisions of this ordinance shall apply to the unincorporated area of the County known as the Lake Shastina Community Services District (LSCSD).

##### **Article 2. Definitions**

Sec. 2.01. "Military Equipment" includes all of the following (Per CA Gov. Code §7070):

1. Unmanned, remotely piloted, powered aerial or ground vehicles.
2. Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.
3. High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.
4. Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
6. Weaponized aircraft, vessels, or vehicles of any kind.
7. Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

8. Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.
9. Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.
10. Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.
11. Any firearm or firearm accessory that is designed to launch explosive projectiles.
12. "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.
13. Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).
14. The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.
15. Any other equipment as determined by a governing body or a state agency to require additional oversight.
16. Notwithstanding paragraphs (1) through (15), "Military Equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

Sec. 2.02. "District" means any department, agency, bureau, and/or subordinate division of the Special District of Lake Shastina Community Services District.

Sec. 2.03. "Police Department" means any division, section, bureau, employee, volunteer and/or contractor of the Lake Shastina Police Department.

Sec. 2.04. "Board" means the governing body that is the Board of Directors of Lake Shastina Community Services District.

Sec. 2.05. "Military Equipment Use Policy" means a publicly released, written document that includes, at a minimum, all of the following:

1. A description of each type of Military Equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the Military Equipment.
2. The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of Military Equipment.
3. The fiscal impact of each type of Military Equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.
4. The legal and procedural rules that govern each authorized use.
5. The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or

employee of the law enforcement agency or the state agency is allowed to use each specific type of Military Equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the Military Equipment use policy.

6. The mechanisms to ensure compliance with the Military Equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.
7. For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of Military Equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.
8. This policy is currently listed in the Lake Shastina Police Department Policy Manual as Policy 709, commencing on page 592.

Sec. 2.06. "Exigent Circumstances" means a law enforcement agency's good faith belief that an emergency involving the danger of, or imminent threat of death or serious physical injury to any person is occurring, has occurred, or is about to occur.

Sec. 2.07. "State Agency" means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

Sec. 2.08. "Type" means each item that shares the same manufacturer model number.

### **Article 3. Military Equipment Use Policy Requirement**

Sec. 3.01. Military Equipment Use Policy Requirement: The Lake Shastina Police Department shall obtain approval of the Board, by an ordinance adopting a Military Equipment Use Policy (MEUP) at a regular meeting of the Board held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable, prior to engaging in any of the following:

1. Requesting Military Equipment made available pursuant to Section 2576a of Title 10 of the United States Code.
2. Seeking funds for Military Equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
3. Acquiring Military Equipment either permanently or temporarily, including by borrowing or leasing.



4. Collaborating with another law enforcement agency in the deployment or other use of Military Equipment within the territorial jurisdiction of the District of Lake Shastina.
5. Using any new or existing Military Equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.
6. Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, Military Equipment.
7. Acquiring Military Equipment through any means not provided by this section.

**Sec. 3.02. Approval Process Start Date:** No later than May 1, 2022, if seeking to continue the use of any Military Equipment that was acquired prior to January 1, 2022, the Lake Shastina Police Department shall commence a Board approval process in accordance with this section. If the Board does not approve the continuing use of Military Equipment, including by adoption pursuant to a Military Equipment Use Policy submitted pursuant to this code, within 180 days of submission of the proposed Military Equipment Use Policy to the Board, the Lake Shastina Police Department shall cease its use of the Military Equipment until it receives the approval of the Board in accordance with this code.

**Sec. 3.03. Policy Availability:** In seeking the approval of the Board, the Lake Shastina Police Department shall submit a proposed Military Equipment Use Policy to the Board and make those documents available on the LSCSD internet website at least 30 days prior to any public hearing concerning the Military Equipment at issue.

**Sec. 3.04. Governing Body Consideration of Military Equipment Use Policy:** The governing body shall consider a proposed Military Equipment Use policy as an agenda item for an open session of a regular meeting and provide for public comment in accordance with the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

**Sec. 3.05. Approval of Military Equipment Use Policy:** The governing body shall only approve a Military Equipment Use Policy pursuant to this chapter if it determines all of the following:

1. The Military Equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
2. The proposed Military Equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.
3. If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
4. Prior Military Equipment use complied with the Military Equipment Use Policy that was in effect at the time, or if prior uses did not comply with the

accompanying Military Equipment Use Policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

Sec. 3.06. Policy Shall be Publicly Available: In order to facilitate public participation, any proposed or final Military Equipment Use Policy shall be made publicly available on the internet website of the LSCSD for as long as the Military Equipment is available for use.

Sec. 3.07. Review of Ordinance: The Board shall review any ordinance that it has adopted pursuant to this ordinance approving the funding, acquisition, or use of Military Equipment at least annually and vote on whether to renew the ordinance at a regular meeting held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

#### **Article 4. Use in Exigent Circumstances**

Sec. 4.01. Use in Exigent Circumstances: Notwithstanding the provisions of this ordinance, the Police Department may acquire, borrow and/or use Military Equipment in Exigent Circumstances without following the requirements of this code.

Sec. 4.02. Acquire, Borrow, and/or Uses of Military Equipment: If the Police Department acquires, borrows, and/or uses Military Equipment in Exigent Circumstances, in accordance with this section, it must take all of the following actions:

1. Provide written notice of that acquisition or use to the Board within 30 days following the commencement of such Exigent Circumstance, unless such information is confidential or privileged under local, state or federal law.
2. If it is anticipated that the use will continue beyond the Exigent Circumstance, submit a proposed amended Military Equipment Use Policy to the Board within 90 days following the borrowing, acquisition and/or use, and receive approval, as applicable, from the Board.
3. Include the Military Equipment in the Police Department's next annual Military Equipment Report.

#### **Article 5. Reports on the Use of Military Equipment**

Sec. 5.01. Annual Military Equipment Report: The Police Department shall submit to the Board an annual Military Equipment Report for each type of Military Equipment approved by the Board within one year of approval, and annually thereafter for as long as the Military Equipment is available for use.

Sec. 5.02. Annual Military Equipment Report Shall be Publicly Available: The Police Department shall also make each annual Military Equipment Report required by this section publicly available on the LSCSD website for as long as the Military Equipment is available for use.

**Sec. 5.03. Annual Military Equipment Report Requirements:** The annual Military Equipment Report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of Military Equipment:

1. A summary of how the Military Equipment was used and the purpose of its use.
2. A summary of any complaints or concerns received concerning the Military Equipment.
3. The results of any internal audits, any information about violations of the Military Equipment Use Policy, and any actions taken in response.
4. The total annual cost for each type of Military Equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the Military Equipment in the calendar year following submission of the annual Military Equipment Report.
5. The quantity possessed for each type of Military Equipment.
6. If the law enforcement agency intends to acquire additional Military Equipment in the next year, the quantity sought for each type of Military Equipment.

**Sec. 5.04. Community Engagement Meeting:** Within 30 days of submitting and publicly releasing an annual Military Equipment Report pursuant to this section, the Police Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual Military Equipment report and the law enforcement agency's funding, acquisition, or use of Military Equipment.

**Sec. 5.05. Review of Annual Military Equipment Report by Board:** The Board shall determine, based on the annual Military Equipment Report submitted pursuant to this section, whether each type of Military Equipment identified in that report has complied with the standards for approval set forth in this code and the Military Equipment Use Policy. If the Board determines that a type of Military Equipment identified in that annual Military Equipment Report has not complied with the standards for approval, the Board shall either disapprove a renewal of the authorization for that type of Military Equipment or require modifications to the Military Equipment Use Policy in a manner that will resolve the lack of compliance.

## **Article 6. Enforcement**

**Sec. 6.01. Remedies for Violations of this Ordinance:**

1. This ordinance does not provide a private right of action upon any person or entity to seek injunctive relief against the District or any employee unless that person or entity has first provided written notice to the General Manager, regarding the specific alleged violations of this ordinance.
2. If a specific alleged violation is not remedied within 90 days of that written notice, a person or entity may seek injunctive relief in a court of competent jurisdiction.

3. If the alleged violation is substantiated and subsequently cured, a notice shall be posted in a conspicuous manner on the District's website that describes, to the extent permissible by law, the corrective measures taken to address the violation.
4. If it is shown that the violation is the result of arbitrary or capricious action by the District or an employee or agent thereof in his or her official capacity, the prevailing complainant in an action for relief may collect from the District reasonable attorney's fees in an amount not to exceed \$15,000 if they are personally obligated to pay such fees.

**Article 7. Whistleblower Protection**

Sec. 7.01. Whistleblower Protections: All provisions of Lake Shastina's Protection of Whistleblowers Workplace Policy, and including any updates or replacements thereto, shall apply.

**Article 8. Severability**

Sec. 8.01. Severability:

1. If any section, subsection, sentence, clause, phrase, or word of this ordinance, or any application thereof to any person or circumstance, is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or applications of this ordinance.
2. The Board hereby declares that it would have passed this ordinance and each and every section, subsection, sentence, clause, phrase, and word not declared invalid or unconstitutional without regard to whether any other portion of this ordinance or application thereof would be subsequently declared invalid or unconstitutional.

It is hereby certified that the forgoing Ordinance No. \*-22 was duly introduced at a regular meeting of the Lake Shastina Community Services District on the 20<sup>th</sup> of April 2022 and adopted at a regular meeting of the Lake Shastina Community Services District on \_\_\_\_\_

ROLL CALL VOTE

AYES:

NOES:

ABSENT:

Lake Shastina Community Services District by:

\_\_\_\_\_  
Paula Mitchell, President

ATTEST

\_\_\_\_\_  
Robert Moser, Secretary

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# VERBAL ONLY

Staff Development