



# LAKE SHASTINA COMMUNITY SERVICES DISTRICT

## AGENDA

Wednesday, August 16, 2023

Closed Session: 12:00 p.m. / Open Session: 1:00 p.m.

Administration Building

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

### CALL TO ORDER:

LSCSD Roll Call: Directors: Chandler \_\_\_\_ Cupp \_\_\_\_ MacIntosh \_\_\_\_ Mitchell \_\_\_\_ Thompson \_\_\_\_

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

### ADJOURN TO CLOSED SESSION:

### CLOSED SESSION:

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

### RETURN TO OPEN SESSION:

LSCSD Roll Call: Directors: Chandler \_\_\_\_ Cupp \_\_\_\_ MacIntosh \_\_\_\_ Mitchell \_\_\_\_ Thompson \_\_\_\_

### PLEDGE OF ALLEGIANCE:

### REPORT ON CLOSED SESSION:

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. State your name and address your comments to the Board. Each individual 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: July 19, 2023
- B. Ratification of Disbursements: July 1 through 31, 2023
- C. Budget Comparison: FY 2023/24
- D. LAIF Quarterly Report
- E. Department Written Reports
  - 1. Fire Department
  - 2. Police Department
  - 3. Sewer Department
  - 4. Water Department

### DISCUSSION / REPORTS: ACTION ITEMS:

- 2. 2023/2024 FY Budget
- 3. Animal Control Ordinance – Introduce by title only, waive second reading and consideration of adoption
- 4. Res \*-23 VFA Grant for Fire Dept
- 5. September meeting

### STAFF COMMENTS:

### BOARD MEMBER COMMENTS:

ADJOURNMENT: The next LSCSD Regular Meeting is scheduled to be held on September 20, 2023 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.



## LAKE SHASTINA COMMUNITY SERVICES DISTRICT

Regular Meeting  
 Wednesday, July 19, 2023  
 Open Session  
**UNAPPROVED MINUTES**

CALL TO ORDER: 12:00 PM

LSCSD Board Roll Call: Chandler ✓ Cupp ✓ MacIntosh ✓ Mitchell ✓ Thompson ✓  
 Dir. Thompson called into the meeting.

PUBLIC COMMENTS: None received.

ADJOURN TO CLOSED SESSION: 12:43 pm

CLOSED SESSION:

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

RETURN TO OPEN SESSION: 1:03 PM

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

Also present: GM Moser, PC Bullington, FC Pappas, AA Phonepaseuth, SC ACO Erickson, and SC ACO Smith.  
 There were approximately 37 people in the audience.

PLEDGE OF ALLEGIANCE: Carried out.

REPORT ON CLOSED SESSION:

PUBLIC COMMENTS: None received.

DISCUSSION / REPORTS / ACTION ITEMS:

6. Animal Control Ordinance -**Discussed**.

\*Board agreed to move this item before the Consent calendar

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

1. A. Approval of Minutes: Regular June 21, 2023
- B. Ratification of Disbursements: June 1 through 30, 2023
- C. Budget Comparison: FY 2022/23
- D. Accounts Receivable Aging: FY 22/23
- E. Department Written Reports
  1. Fire Department
  2. Police Department
  3. Sewer Department
  4. Water Department

**Motion by Dir. Cupp, second by Dir. Chandler, to approve Consent Calendar.**

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

DISCUSSION / REPORTS / ACTION ITEMS:

2. CPA Agreement

**Motion by Dir. Chandler, second by Dir. MacIntosh, to approve the CPA Agreement for the upcoming year.**

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

3. Recruitment and Retention Coordinator Contract

**Motion by Dir. Chandler, second by Dir. MacIntosh, to approve the CPA Agreement for the upcoming year.**

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

4. Strike Team Agreement

**Motion by Dir. Cupp, second by Dir. MacIntosh, to approve the Strike Team Agreement as submitted.**

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

5. Intent to Tax Roll

**Motion by Dir. Chandler, second by Dir. Cupp, to approve the intent to tax roll.**

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

STAFF COMMENTS: Comments received.

BOARD MEMBER COMMENTS: Comments received.

ADJOURNMENT: With no objections by the Board, Pres. Mitchell adjourned the meeting at 2:40 PM. The next LSCSD Regular Board Meeting to be held on August 16, 2023 1:00 p.m. at the Administration Building.

Approval Date: August 16, 2023

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

ATTEST:

\_\_\_\_\_  
Robert Moser, General Manager/Secretary

TREASURER'S REPORT - RATIFICATION OF DISBURSEMENTS  
LAKE SHASTINA COMMUNITY SERVICES DISTRICT

1B

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Board motion "To ratify the checks for expenses, including payroll and liabilities, issued on behalf of the District for the period of July 1-31,2023 for a total of: " \$ 220,104.62

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Each check has been signed by two directors with documentation attached to each check.

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<b>Submitted for July 2023</b>	<b>\$ 220,104.62</b>
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<b>Expenses - Regular Checks Mechanics Bank Account</b>	<b>\$ 97,953.45</b>
<b>Expenses - Payroll &amp; Liability Checks Mechanics Bank Account</b>	<b>\$ 122,151.17</b>
<b><u>Subtotal</u></b>	<b><u>\$ 220,104.62</u></b>
<b><u>Total CSD Expenses</u></b>	<b><u>\$ 220,104.62</u></b>

LAKE SHASTINA COMMUNITY SERVICES DISTRICT  
 ACCOUNTS PAYABLE - MECHANICS BANK

Date	JE or Ck #	Payee	Total Expense	Regular Expenses	Payroll Expenses	10 General	15 Sewer	20 Water	25 Police	26 COPS Grant	27 Wellness	30 Fire	31 Safer
7/3/2023	1668	Pacific Power	15,809.00	15,809.00		629.76	4,653.16	10,188.25	84.46			253.37	
7/5/2023	1672	Xpress Bill Pay	73.75	73.75		73.75							
7/6/2023	1663	First National Bank Omaha	809.86	809.86		766.98		42.88					
	1664	First National Bank Omaha	1,032.46	1,032.46						1,032.46			
	1665	First National Bank Omaha	238.66	238.66								238.66	
	1666	First National Bank Omaha	30.00	30.00		30.00							
	1667	Quill	512.17	512.17		318.97				96.60		96.60	
7/13/2023	1659	Meeks lumber & Hardware	15.54	15.54			15.54						
	1669	Pitney Bowes Inc.	500	500		500.00							
	1670	Verison Wireless	38.01	38.01								38.01	
	25992	Cal Ore Telephone	682.74	682.74		192.21	65.93	65.93	337.31			21.36	
	25993	Caselle, Inc.	2,549.00	2,549.00		2,549.00							
	25994	Chris Pappas	277.59	277.59								277.59	
	25995	Dooley Enterprises, Inc.	226.94	226.94						226.94			
	25996	Drew Consulting Inc.	3,807.00	3,807.00		412.50						3,394.50	
	25997	Ferguson Waterworks	1,723.00	1,723.00			503.10	1,219.90					
	25998	Harvest Printing	1,157.30	1,157.30		1,157.30							
	25999	Hue & Cry	44.42	44.42		44.42							
	26000	Lake Shastina Golf Resort	156.38	156.38						156.38			
	26001	LSCSD	95.00	95.00		95.00							
	26002	Mtn. Air Heating and Cooling	15,689.60	15,689.60		15,689.60							
	26003	Napa Auto Parts	86.71	86.71			10.47	10.48		11.81		53.95	
	26004	Norco, Inc.	9.77	9.77		9.77							
	26005	Pace Analytical Services	209.88	209.88				209.88					
	26006	Personnel Preference, Inc.	91.50	91.50								91.50	
	26007	Petty cash	112.87	112.87		45.07	8.90	8.90	50.00				
	26008	Prentice Long, PC	1,232.50	1,232.50		157.50						1,075.00	
	26009	SHN Consulting Engineers	277.50	277.50			277.50						
	26010	Siskiyou Disposol	355.00	355.00		125.00	62.50	62.50	26.25			78.75	
	26011	Siskiyou Technology Consultants	2,591.00	2,591.00		2,591.00							
	26012	Steve Pappas	255.92	255.92								255.92	
	26013	Suburban Propane	101.04	101.04		101.04							
	26014	US Bank	46.51	46.51						46.51			
	26015	US Postal Services	1,897.80	1,897.80		1,897.80							
	26016	Western Business Products	288.79	288.79		288.79							
	26017	Payroll Checks (Live Checks)	1,984.33		1,984.33			1,984.33					
	26018	Payroll Checks (Live Checks)	707.82		707.82							707.82	
	26019	Payroll Checks (Live Checks)	554.18		554.18							554.18	
	26020	Payroll Checks (Live Checks)	763.30		763.30							763.30	
	26021	Payroll Checks (Live Checks)	517.53		517.53							517.53	
	230709014	CalPERS	8,290.87		8,290.87	1,035.52	2,911.81		2,477.15	684.80		1,181.59	
	230709015	EDD EFT	2,219.17		2,219.17	403.78	987.51		343.46	168.61		315.81	
	230709016	EFTPS EFT	5,375.64		5,375.64	644.30	1,535.56		418.08	467.58		2,310.12	
	230709000-013	MB EFT - Payroll Checks (Direct Deposits)	32,051.07		32,051.07	6,288.57	11,209.12		7,963.48	2,331.63		4,258.27	
7/26/2023	1677	CalPERS Financial & Accounts	1,100.00	1,100.00		825.00	137.50	137.50					
7/27/2023	26022	Payroll Checks (Live Checks)	2,216.23		2,216.23			2,216.23					
	26023	Payroll Checks (Live Checks)	976.68		976.68							976.68	
	26024	Payroll Checks (Live Checks)	788.67		788.67							788.67	
	26025	Payroll Checks (Live Checks)	970.30		970.30							970.30	
	26026	Payroll Checks (Live Checks)	541.97		541.97							541.97	
	26027	Payroll Checks (Live Checks)	961.28		961.28							961.28	
	26028	Payroll Checks (Live Checks)	841.19		841.19							841.19	
	26029	N.C.G.T. Security fund	18,663.00		18,663.00	3,850.00	4,742.00		5,250.00	1,750.00		1,750.00	1,321.00
	26030	UNION DUES	708.72		708.72	209.00	291.00		131.48	77.24			
	230723017	Aflac	383.20		383.20		130.40		252.80				
	230723018	CalPERS	8,126.74		8,126.74	1,035.52	2,775.19		2,477.15	659.15		678.96	500.77
	230723019	EDD EFT	1,828.45		1,828.45	258.99	515.19		280.91	142.34		596.53	34.49
	230723020	EFTPS EFT	4,883.48		4,883.48	633.13	1,520.11		351.68	385.27		1,841.95	151.34
	230723000-016	MB EFT - Payroll Checks (Direct Deposits)	27,797.35		27,797.35	5,271.98	6,912.36		7,346.53	2,171.47		4,580.81	1,514.20
	1681	CalPERS Financial & Accounts	61.20	61.20					61.20				
	1682	CalPERS Financial & Accounts	144.00	144.00		108.00	18.00	18.00					

LAKE SHASTINA COMMUNITY SERVICES DISTRICT  
 ACCOUNTS PAYABLE - MECHANICS BANK

Date	JE or Ck #	Payee	Total Expense											
				Regular Expenses	Payroll Expenses	10 General	15 Sewer	20 Water	25 Police	26 COPS Grant	27 Wellness	30 Fire	31 Safer	
	1683	CalPERS Financial & Accounts	86.40	86.40		14.40	36.00	36.00						
	1689	CA Dept. of Tax & Fee Admin	209.00	209.00		(0.31)	94.26	94.26						20.79
	26031	Alex Nelson	121.84	121.84										121.84
	26032	Caselle, Inc.	2,549.00	2,549.00		2,549.00								
	26033	Chris Pappas	1,887.14	1,887.14										1887.14
	26034	Don R. Erickson Oil, Inc	8,710.91	8,710.91		2,424.92	1,097.42	1,097.42	1,988.47					2,102.68
	26035	Dooley Enterprises, Inc.	226.94	226.94						226.94				
	26036	Gold Nugget Printing	489.85	489.85										489.85
	26037	Golden State Emergency	144.74	144.74										144.74
	26038	GT Construction	10,260.00	10,260.00										10,260.00
	26039	Jaime Rodriguez	159.99	159.99			79.99	80.00						
	26040	Kevin Berry	150.00	150.00										150.00
	26041	Kristine Ann Duncan	187.98	187.98										187.98
	26042	Lexipol, LLC	999.00	999.00								999.00		
	26043	Matthew Sadler	16.68	16.68						16.68				
	26044	Mauro Rodriguez	139.99	139.99			69.99	70.00						
	26045	National Training Concepts, Inc.	315.00	315.00						315.00				
	26046	SHN Consulting Engineers	7,454.50	7,454.50			5,398.75	2,055.75						
	26047	Siskiyou Technology Consultant	2,591.00	2,591.00		2,591.00								
	26048	Steve Pappas	1,640.99	1,640.99										1,640.99
	26049	Suburban Propane	175.00	175.00		175.00								
	26050	Underground Service	300.00	300.00			150.00	150.00						
	26051	Weddie Plumbing	4,306.09	4,306.09										4,306.09
	26052	Woods Pest Control	301.00	301.00		88.00	62.50	62.50	44.00					44.00
	26053	David Clough	200.00	200.00								200.00		
			220,104.62	97,953.45	122,151.17	56,081.26	46,271.76	19,810.71	29,884.41	10,967.41	1,199.00	52,368.27	3,521.80	

**BUDGET COMPARISON:**  
**FY 2023/24**

No budget comparison due  
to pending 23/24 budget  
approval.



QUARTERLY REPORT TO THE BOARD

Meeting Date: 8/16/2023

April - June 2023

<b>LAIF ACCOUNT</b>		<b>Interest Effective</b>	<b>Interest total</b>	<b>Current Rate</b>	
<b>Fund Balance Acct # 0015</b>		<b>6/30/2023</b>	<b>18,001.64</b>	<b>3.150%</b>	
	<b>Balance</b>	<b>Calculation of</b>	<b>Interest</b>	<b>Ending Balance</b>	
	<b>6/30/2023</b>	<b>Interest</b>	<b>Earned on</b>	<b>at 3/31/2023</b>	
	<b>(after transaction</b>	<b>(% of total)</b>	<b>6/30/2023</b>		
	<b>activity)</b>				
10 General	201,844.06	8.020%	1,443.71	203,287.77	
15 Sewer	421,373.13	16.742%	3,013.92	424,387.05	
20 Water	701,745.42	27.882%	5,019.31	706,764.72	
25 Police	373,722.40	14.849%	2,673.09	376,395.49	
30 Fire	818,110.22	32.506%	5,851.62	823,961.83	
	2,516,795.23	100.000%	18,001.64	2,534,796.87	

**Transaction activity: April 2023**

Board Resolution 3-15 on 4/18/2015 for \$500,000 owed from General Fund to Water Fund for Clinic building, transfer was made in LAIF for payment of \$11,000 which includes interest posted quarterly. April 2023 payment posted on 4/15/2023. Amounts and ending balance shown below:

	<b>Beginning</b>	<b>Interfund LAIF</b>	<b>interest</b>	<b>4/30/2023</b>	<b>% of total</b>
	<b>Balance</b>	<b>transfer posted</b>	<b>rounding</b>		
	<b>4/1/2023</b>	<b>4/15/2023</b>	<b>adjustment</b>		
10 General	12,844.06	(11,000.00)		1,844.06	0.080%
15 Sewer	421,373.13			421,373.13	18.188%
20 Water	690,745.42	11,000.00		701,745.42	30.289%
25 Police	373,722.40			373,722.40	16.131%
30 Fire	818,110.22			818,110.22	35.312%
	2,316,795.23	-	-	2,316,795.23	100.000%

**Transaction activity: May 2023** No Activity

**Transaction activity: June 2023**

Transfer for WC

	<b>6/1/2023</b>	<b>Transfer from</b>	<b>Interfund LAIF</b>	<b>6/30/2023</b>	<b>% of total</b>
		<b>Checking to LAIF</b>	<b>transfer</b>		
			<b>posted</b>		
			<b>6/20/2023</b>		
10 General	1,844.06		200,000.00	201,844.06	8.020%
15 Sewer	421,373.13			421,373.13	16.742%
20 Water	701,745.42			701,745.42	27.882%
25 Police	373,722.40			373,722.40	14.849%
30 Fire	818,110.22			818,110.22	32.506%
	2,316,795.23	-	200,000.00	2,516,795.23	100.000%



## Lake Shastina Fire Department

16309 Everhart Drive  
Weed CA 96094

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

- 20 Medical Aids
- 4 Wildland Fires
- 1 Public Assists
- 4 Traffic Collisions
- 1 Residential Structure 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: Chief Bullington

SUBJECT: July 2023 Police Monthly Board Report, **ITEM 2.A.2**

**POLICE ACTIVITY:** LSPD had 163 calls for service in June.

**SUMMARY:**

Misdemeanor Arrests: 5

Felony Arrests: 1

Traffic Warnings: 19

Traffic Citations: 8

Animal Control Cites: 0

Animal Related Calls: 6

Parking Cites: 0

House Watch: 140+-

Misc. Police Calls (Non-Criminal): 124

**NOTABLE ACTIVITY:**

7/3/2023- Subject arrested for transporting Marijuana on Big Springs Road. 355 Marijuana clone plants seized.

7/17/23-Subject arrested for driving on a suspended DL.

7/21/23-Subject arrested for driving on a suspended DL.

7/22/23-Subject arrested for driving without a license.

7/31/23-Subject arrested for outside warrant.

**TRAINING:**

All LSPD members participated in a 4 hour POST perishable skills training for firearms.

# Lake Shastina Sewer Department

To: Lake Shastina CSD Board  
From: RODNEY VILLA, Maintenance Leadman  
Meeting Date: August 16, 2023  
Subject: Board Report for July, 2023

## Notable Activity:

- We removed about ten truck-loads of cattails from ponds #1 and #2.
- We had to set up the bypass at B-103 because of a power outage in the area.
- There was a new electric outlet installed on the outside of B-110.
- Mowing and weed abatement continued at the WWTP.

# Lake Shastina Water Department

To: Lake Shastina CSD Board  
From: RODNEY VILLA : Maintenance Leadman  
Meeting Date: August 16,2023  
Subject: Board Report for July, 2023

## Notable Activity:

- We did a 98% water hookup on Muskrat.
- Mowed the areas around wells #5 and #10 in preparation for the new test wells. And cleared the area behind B-57 for another test well.
- During the drilling we were in contact with SHN and the drillers. The process took six days.
- We have started replacing landscape bark around the Admin Building
- The mowing and other landscaping efforts also continue at the fire/police and clinic buildings.
- The 98% water hookup is done for the new fire dpt. building.
- One of the pump motors in B-51 had to be replaced.



Item 2

*LAKE SHASTINA COMMUNITY SERVICES DISTRICT*

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**TO:** LSCSD BOARD OF DIRECTORS  
**MEETING DATE:** July 16, 2023  
**FROM:** Robert Moser, General Manager  
**SUBJECT:** 2023/2024 Budget

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**BACKGROUND:**

The annual budget is before the board and has a new look to it with the implementation of Caselle. The budget committee met and discussed the budgets in great length and made several changes throughout the process. The budgets look good with the exception of the water department. Staff is available to answer your questions while we go over the budgets.

**RECOMMENDATION:**

- A. To approve the budgets as presented.**
- B. To approve the budgets with changes made by the board.**

**LAKE SHASTINA COMMUNITY SERVICES DISTRICT  
2023-2024**

BUDGET Proposed: 8/16/2023

	GENERAL	SEWER	WATER	POLICE	COPS	WELLNESS	FIRE	STRIKE TEAM	SAFER	TOTAL All Funds
	10	15	20	25	26	27	30	31	30-45	
<b>REVENUES</b>										
4001.1 - Assmt/Revenue - Residential		780,000	345,000	140,000			102,000			1,367,000
4001.2 - Assmt/Revenue - Standby		66,250	102,200	280,000			165,000			613,450
4001.3 - Assmt/Revenue - Commercial		15,000	8,000	3,080			2,315			28,395
4003.0 - Late Payment Revenue		5,000	7,000	4,203			5,500			21,703
4055.0 - Misc. Operational Income	315	300					12,000			12,615
4056.0 - Misc. Non-Op. Income	105	500		10,000						10,605
4070.0 - Antenna Lease Revenue	26,250									26,250
4075.0 - Water Capacity Expansion Fee			1,000							1,000
4076.0 - Fire Suppression Expansion Fee							500			500
5004.0 - Sewer Hook Up Fee		25,000								25,000
5006.0 - Water Hookup Fee			1,000							1,000
5040.0 - Gain on Sale of Equipment				6,600			5,000			11,600
5041.0 - POST Reimbursement				8,000						8,000
5050.0 - Transfer Fees	5,250									5,250
5054.0 - Animal Control Fee - Other				500						500
5055.0 - Animal License Fee				2,500						2,500
5056.0 - Warrant				4,000			6,000			10,000
5061.0 - Donations				1,000			5,000			6,000
5075.0 - Grant Revenue					156,000	13,000	9,450		119,250	297,700
5080.0 - Interest earned - Ops	53									53
5081.0 - Interest Earned - Rsv (Savings)	525	4,000	10,000	6,000			10,000			30,525
<b>Dept. 22 - Medical Clinic - General Fund Sub Dept.</b>										
4053.0 - Medical Clinic Revenue	60,264									60,264
4054.0 - Loan Principle Revenue			36,500							36,500
5081.0 - Interest Earned - Rsv (Savings)			500							500
<b>Dept. 23 - Green Waste Site - General Fund Sub Dept.</b>										
4055.0 - Misc. Operational Income	2,100									2,100
<b>Dept. 34 - Fire Fuels Removal Sub Dept.</b>										
4055.0 - Misc. Operational Income							40,000			40,000
<b>Dept. 36 - Planning Grants</b>										
5075.0 - Grant Revenue			25,000							25,000
<b>Dept. 45 - Mutual Aid Strike Team - Fire Sub Dept.</b>										
4080.0 - Strike Team Revenues Payroll Reimb								150,000		150,000
4081.0 - Strike Team Revenues Engine Reimb								25,000		25,000
4082.0 - Strike Team Revenues Admin OH Reimb								25,000		25,000
<b>TOTAL INCOME 2022-2023 projected</b>	<b>94,861.50</b>	<b>896,050</b>	<b>536,200</b>	<b>465,883.14</b>	<b>156,000</b>	<b>13,000</b>	<b>362,765.00</b>	<b>200,000</b>	<b>119,250</b>	<b>2,844,010</b>
<b>EXPENSES</b>										
7001.0 - Accounting Audit		4,000	4,000	4,000			4,000			16,000
7002.0 - Admin Overhead Allocation	(387,633)	124,043	139,548	65,898			58,145			-
7010.0 - Capital Improvement/Reserve Exp.	20,000	110,000	30,000	31,000			65,000			256,000
7026.0 - Contract Services	76,020	20,000	20,000	4,700			8,400	2,500		131,620
7033.0 - Licenses, Permits & Fees	5,250	12,600	10,000	250	1,000		105			29,205
7034.0 - Dues & Subscriptions	5,250	150	2,000	9,000		2,000	1,050			19,450
7035.0 - Advertising	185	1,000	200	700						2,085
7040.0 - Insurance (property & liability)	3,437	25,000	35,000	12,908			19,325			96,670
7041.0 - Legal	6,300	2,500	500	2,200			315			11,815
7050.1 - Office Exp Supplies	8,400									8,400
7050.2 - Office Exp Postage	6,825	26		600			368			7,819
7050.4 - Office Exp Maintenance	840				1,000		315			2,155
7051.0 - Public Safety Supplies				700	500		2,100			3,300
7051.1 - Public Safety Equipment				2,400	3,500		525			6,425
7055.0 - Safety Equipment		2,000	1,000							3,000
7061.0 - Rental equipment		1,000								1,000
7062.0 - Repair & Maintenance	525	40,000	20,000	600	500		2,500			64,125
7063.0 - Fuel	158	12,600	14,000	11,000	3,000		21,000			61,758
7064.0 - Materials, Supplies & Small Tools	5,250	10,500	10,000	2,600	4,000	11,000	11,550			54,900
7065.0 - Vehicle Repair/Maintenance	63	6,000	7,000	5,000	6,000		23,100			47,163
7075.0 - VFA Grant Equipment							18,900			18,900
7100.0 - Lease/Rent Expense		4,000	3,000							7,000
7101.0 - Property Taxes	126									126
7105.0 - Utilities - CSD	96									96
7105.1 - Utilities - Telephone		550		1,445	4,000		525			6,520
7105.2 - Utilities - Electric	5,250	50,000	85,000	900			3,360			144,510
7105.3 - Utilities - Waste		800	750	288			945			2,783
7105.4 - Utilities - Propane	88			1,000			500			1,588
7105.6 - Utilities - Internet	1,365	700	700	3,000			1,500			7,265
7204.0 - Events	2,000			250			263			2,513
7501.0 - Payroll Expense	262,500	171,453	130,000	235,000	92,000		65,795	50,000		1,006,748
7513.0 - Payroll Taxes	3,150	3,199	2,580	4,436	2,000		2,000	1,500		18,864
7514.0 - Payroll Benefits	57,750	38,743	27,000	60,000	20,000		22,000	19,980		245,473
7516.2 - Pension (CalPERS)	23,100	17,231	13,898	25,000	7,500		8,600	6,520		101,849
7516.4 - CalPERS Fees	122	56	54	200						432
7516.5 - CalPERS UAL Expense	15,578	37,020	37,020	239						89,857
7518.0 - Workers Comp	30,000	14,482	11,680	31,000	7,500		6,000	10,000		110,662
1104.0 - Due from LSPOA	(105,000)									(105,000)
7549.0 - Volunteer FF Stipend							14,000			14,000
7550.0 - Travel & Training	5,250	2,000	2,000	3,500	2,000		420			15,170
7550.2 - Training - Instructor				700						700
7551.0 - Meals	1,260	500	500	50	250		525			3,085
7552.0 - Employee Physical Exams/Shots		500	200		500		500			1,700
7555.0 - Personal Protective Equipment (PPE)		400	500						28,750	29,650
7556.0 - Uniforms		2,000	1,000	600	750		1,000			5,350



**LAKE SHASTINA COMMUNITY SERVICES DISTRICT  
2023-2024**

BUDGET Proposed: 8/16/2023

	GENERAL	SEWER	WATER	POLICE	COPS	WELLNESS	FIRE	STRIKE TEAM	SAFER	TOTAL All Funds
<b>EXPENSES (Continued)</b>										
<b>Dept. 22 - Medical Clinic - General Fund Sub Dept.</b>										
7026.0 - Contract Services	13,000									13,000
7040.0 - Insurance (Property/Liability)-Med Clinic	840									840
7062.0 - Repair & Maintenance (Med Clinic)	210									210
7080.0 - Interest Expense (Med Bldg)	2,625									2,625
7084.0 - Loan Principle Expense	36,500									36,500
7501.0 - Payroll Expense	800									800
7513.0 - Payroll Taxes	16									16
7514.0 - Payroll Benefits	26									26
7516.2 - Pension (CalPERS)	68									68
7518.0 - Workers Comp	60									60
7530.0 - Payroll Reimbursement (Med Clinic)	68									68
Medical Clinic Reserves	6,051									6,051
<b>Dept. 23 - Green Waste Site - General Fund Sub Dept.</b>										
7026.0 - Contract Services	105									105
7063.0 - Fuel	53									53
7064.0 - Materials, Supplies & Small Tools	105									105
7501.0 - Payroll Expense	630									630
7513.0 - Payroll Taxes	26									26
7514.0 - Payroll Benefits	53									53
7516.2 - Pension (CalPERS)	60									60
7518.0 - Workers Comp	63									63
<b>Dept. 34 - Fire Fuels Removal Sub Dept.</b>										
7062.0 - Repair & Maintenance							1,575			1,575
7501.0 - Payroll Expense							23,100			23,100
7513.0 - Payroll Taxes							2,625			2,625
7518.0 - Workers Comp							1,890			1,890
7556.0 - Uniforms							1,000			1,000
<b>Dept. 36 - Plannng Grants</b>										
7026.0 - Contract Services			25,000							25,000
<b>Dept. 45 - Mutual Aid Strike Team - Fire Sub Dept.</b>										
7501.0 - Payroll Expense								137,500		137,500
7513.0 - Payroll Taxes								2,500		2,500
7518.0 - Workers Comp								10,000		10,000
<b>TOTAL EXPENSE 2023-2024 projected</b>	<b>114,861.50</b>	<b>715,053</b>	<b>634,129</b>	<b>521,164</b>	<b>166,000</b>	<b>13,000</b>	<b>394,820</b>	<b>150,000</b>	<b>119,250</b>	<b>2,818,279</b>
Reimbursement for Cap. Exp. from Reserves	20,000	110,000	30,000	31,000			65,000			256,000
<b>Net Expense</b>	<b>94,861.50</b>	<b>605,052.52</b>	<b>604,129.34</b>	<b>490,164</b>	<b>166,000</b>	<b>13,000</b>	<b>329,820</b>	<b>150,000</b>	<b>119,250</b>	<b>2,562,279</b>
Sewer Pond principle applied to Liability paydown			36,500							36,500
<b>NET Over/Short 2023-2024 projected</b>	<b>0.0000</b>	<b>290,997.48</b>	<b>(31,429.34)</b>	<b>(24,281.31)</b>	<b>-</b>	<b>-</b>	<b>32,945.24</b>	<b>50,000</b>	<b>-</b>	<b>318,231</b>

**Notes:**  
 Administrative Overhead Allocation Calculation for this budget period: Sewer 32%, Water 36%, Police 17%, Fire 15%.  
 Worker's Comp includes the Board coverage.  
 2021-2022 Audit - L Bain CPA \$11,700

**Payroll for 2023-2024 includes:**  
 • Anticipated current staffing level Step increases  
 • 2% COLA for Teamsters Union member employees

**Capital Improvements/Expenditures:**

As of  
6/30/2023

<b>General Fund:</b>		<b>Current Balance in LAIF Reserves:</b>	\$	203,788
Capital Improvements from Reserves-	\$ 20,000	AC Units (Admin and Medical building)	\$	21,917
<b>Sewer Department:</b>		<b>Current Balance in LAIF Reserves:</b>	\$	424,387
Capital Improvements from Reserves-	\$ 110,000	Aeration	\$	90,000
		Telemetry	\$	20,000
<b>Water Department:</b>		<b>Current Balance in LAIF Reserves:</b>	\$	706,765
Capital Improvements from Reserves-	\$ 30,000	Hydrants-4	\$	30,000
<b>Police Department:</b>		<b>Current Balance in LAIF Reserves:</b>	\$	376,395
Capital Improvements from Reserves-	\$ 31,000	Upgrades to building (paint, flooring and doors)	\$	31,000
<b>Fire Department:</b>		<b>Current Balance in LAIF Reserves:</b>	\$	823,962
Capital Improvements from Reserves-	\$ 65,000	Completing the new bay	\$	65,000



Item 3

*LAKE SHASTINA COMMUNITY SERVICES DISTRICT*

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**TO:** LSCSD BOARD OF DIRECTORS  
**MEETING DATE:** August 16, 2023  
**FROM:** Robert Moser, General Manager  
**SUBJECT:** Animal Control Ordinance

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**BACKGROUND:**

At last months meeting we had the 1<sup>st</sup> reading of the animal control ordinance and discussed making a few changes. The 1<sup>st</sup> change would be to the leash law and then the 2<sup>nd</sup> is to section 10.05 and 10.06 of adding language to deal with the feeding of animals. Chief Bullington had come up with some language that was used in another jurisdiction that would cover that. We made these changes and now the animal control ordinance is before the board for its 2<sup>nd</sup> reading and adoption.



*LAKE SHASTINA COMMUNITY SERVICES DISTRICT*

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*LAKE SHASTINA COMMUNITY SERVICES DISTRICT*

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**ORDINANCE NO. \*-23**

**AN ORDINANCE OF THE LAKE SHASTINA COMMUNITY SERVICES DISTRICT REGARDING  
ANIMAL CONTROL WITHIN DISTRICT BOUNDARIES.**

**Article 1. Title and Scope**

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

Sec. 1.02. Application and Scope: The provisions of this ordinance shall apply to the unincorporated area of the County known as Lake Shastina Community Services District (LSCSD) to any person, firm or corporation owning, controlling, harboring or keeping dogs, cats or domestic animals. This ordinance supersedes all prior animal control ordinances in conflict.

Sec. 1.03. Constitutionality: If any one part of this ordinance is declared unconstitutional or illegal, the rest of the Ordinance is intended to remain in effect.

**Article 2. Office of Animal Control**

Sec. 2.01. Establishment of Office of Animal Control: On December 21, 2011, the LSCSD Board of Directors established Animal Control responsibility under the authority of the LSCSD Police Department (LSPD).

**Article 3. Definitions**

Sec. 3.01. Health Officer: Wherever the term "Health Officer" is used in this ordinance, it means the County Health Officer or their authorized representative.

Sec. 3.02. Authorized Representative Environmental Health: Wherever the term "authorized representative environmental health" is used in this ordinance, it means a public health inspector, registered with the State and working under the supervision of the Health Officer (investigation of health and safety of environment).

Sec. 3.03. Animal Control Officer: Whenever the term "Animal Control Officer" is used in this ordinance, it means the LSPD Chief of Police or any authorized LSPD designee.

Sec. 3.04. Police: Whenever the term "Police" is used in this ordinance, it means the LSPD Chief of Police or the authorized Police Officers.

Sec. 3.05. Licensing Clerk: Whenever the term "Licensing Clerk" is used in this ordinance, it means the LSPD Animal Control Officer or their authorized employee/volunteer.

#### **Article 4. Duties of the LSPD Chief of Police**

Sec. 4.01. Duties of the Police Chief or Officers doing Animal Control related work: The Chief of Police or designated officer shall attempt to maintain public office hours necessary to efficiently administer the applicable provisions of this ordinance and amendments thereto, and shall perform the following duties:

- (a) Receive initial reports of animal bites and investigate the same.
- (b) Complete animal bite investigation report forms and issue quarantine notices where applicable.
- (c) Quarantine and release reported biting animals; enforce quarantine regulations, as set forth by the County Ordinance or California State Law.
- (d) Forward, when requested, initial and completed copies of the animal bite report form to the County Health Officer.
- (e) Issue citations to appropriate persons, when violations of the provisions of this ordinance or regulations pertaining thereto are brought to their attention.
- (f) Retain the prime responsibility for the administration of the provisions of this ordinance and render consultations to appropriate departments, as necessary, to carry out the effectiveness and intent of the provisions of this ordinance.
- (g) Establish appropriate regulations necessary to effectively administer the provisions of this ordinance.

#### **Article 5. Licensing**

Sec. 5.01. Licensing Required: Any person residing within the boundaries of the LSCSD and owning or having charge, care, control or custody of one or more dogs shall pay for an annual license to keep such dogs. A schedule of dog license fees will be established by resolution of the LSCSD Board of Directors, as needed.

Sec. 5.02. Duties of the LSPD: The LSPD shall attempt to maintain the public office hours necessary to efficiently administer the applicable provisions of this ordinance and amendments thereto and shall perform the following duties.

- (a) Collect all dog license fees, with verification of rabies vaccination.
- (b) Issue dog license tags and receipts.
- (c) Enforce the provisions of this ordinance, Siskiyou County ordinances and California State law.

Sec. 5.03. License Due Date: Annual Licensing for the LSCSD will take place in January of each year. The cost of such license will be payable to the LSPD Animal Control Fund and shall be valid for one year. It shall be delinquent thirty (30) days thereafter. New residents in the LSCSD owning or having the custody or control of a dog required to be licensed shall have thirty (30) days after taking up residence in which to obtain such license. LSCSD residents who obtain a dog shall have (30) days to license the dog. Any new licensing shall be pro-rated at six (6) month intervals.

Sec. 5.04. License Form: Each license form issued pursuant to the provisions of this ordinance shall be signed by a LSPD employee or representative and shall state the name, telephone number and residence address of the person to whom the license is issued, the date when issued, the expiration date, the number of the tag and the breed, sex, approximate size and coloration of the dog. Verification of rabies vaccination and dates will also be included.

Sec. 5.05. Required Records: Tags: The LSPD shall keep a record of all licenses so issued. With each dog license there shall be issued a durable metal tag with a unique number and imprinted with the words, "Lake Shastina".

Sec. 5.06. License Tags to be Worn: Such tags shall be securely affixed to a collar, harness or other device worn by the dog, and shall be worn by such dog.

## **Article 6. Rabies Vaccination**

Sec. 6.01. Rabies Vaccination Required: Each person owning or having charge, care, custody or control of a dog the age of four (4) months or older shall have such dog vaccinated by a licensed veterinarian with a rabies vaccine approved for use in the State of California. No dog shall be required to be vaccinated while such dog is afflicted with an illness or other condition, which, in the opinion of a licensed veterinarian, would be detrimental to the dog. Such animal shall be strictly confined to the premises of, or kept under physical constraint by, the owner or keeper for the duration of the illness or condition. Immediately following the termination of the illness or condition, such dog shall be vaccinated in accordance with the provisions of this ordinance. Should the animal license renewal fall due during such period of time, the LSPD shall issue a dog a license upon presentation by the applicant of a recent letter from a licensed veterinarian indicating the reason for non-vaccination.

Sec. 6.02. Puppies to be Confined: All dogs under the age of four (4) months shall be strictly confined to the premises of, or kept under physical restraint by, the owner or keeper. The provision of this section shall not prevent the sale or transportation of puppies four (4) months of age or younger.

Sec. 6.03. Vaccination Certificate: A valid rabies vaccination certificate shall be presented to the LSPD upon an application for an animal dog license. A valid rabies vaccination certificate shall be a requisite for the issuance of a dog license for each dog.

Sec. 6.04. Vaccination Certificates: Issuance: Any veterinarian, upon vaccinating any dog for rabies in the County, shall issue to each person presenting a dog for vaccination a numbered rabies vaccination tag and a completed certificate of vaccination approved by the Health Officer. The licensed veterinarian shall provide a legible copy of each vaccination certificate to the owner, to be presented at the time of licensing application with the LSPD.

Sec. 6.05. Unlawful Tags: No person shall attach or keep upon any dog any other license tag except the license tags issued for such dog pursuant to the provisions of this ordinance.

## **Article 7. Impoundment, Reclaiming, Adoption; Fees**

Sec. 7.01. Impounding Dogs: It shall be the duty of all peace officers employed by the LSCSD and all LSPD employees to take up, impound and safely keep dogs found within the area of the LSCSD, which have not been properly vaccinated and licensed as required by this ordinance or which are found running free or at large within the LSCSD. All peace officers of the State are authorized to proceed under the provisions of this section.

Sec. 7.02. Adoption of Animals: When any animal is so impounded, the animal may be adopted to a new owner after the ten (10) days holding period has been satisfied. If the animal is found to be ill or incompatible with the adoptive family within two (2) weeks of the date of adoption, the person adopting the animal may return the animal.

Sec. 7.03. Reclaiming Animals: The owner of any impounded animal shall have the right to reclaim such animal with proof of rabies vaccination and licensing.

### Sec. 7.04. Fines and Charges Upon Impounded Animals:

- (a) After 24 Hours, the LSPD may charge, receive and collect Twenty and no/100<sup>th</sup> Dollars (\$20.00) per day, per animal for feeding and caring for impounded animals.
- (b) The LSPD shall keep the required record of each animal impounded.
- (c) Animals taken into custody by the LSPD pursuant to the provisions of this ordinance shall be kept to satisfy the minimum mandated requirement of State law or regulation. All animals unclaimed thereafter shall be considered abandoned.
- (d) All animals determined abandoned pursuant to the provisions of this ordinance shall be adopted or disposed of in accordance with the provisions of this ordinance.

Sec. 7.05. Destruction of Impounded Animals: It shall be the duty of the LSPD, as a last resort, to destroy any animal lawfully impounded which is unclaimed, or which requires destruction for safety or humane reasons. The destruction procedure shall be humane and shall be set forth by the LSPD.

## **Article 8. Rabies**

Sec. 8.01. Rabies and Animal Bites: Reporting: Any persons having knowledge of the whereabouts of an animal known to have or suspected of having rabies shall report the facts immediately to the LSPD. The LSPD shall be notified immediately, whenever a person has been bitten by an animal of a species subject to rabies, whether or not the animal is suspected of having rabies.

Sec. 8.02. Isolation of Rabid Animals or Clinically Suspected Rabid Animals: Any rabid animal or clinically suspected rabid animal, shall be isolated in compliance with the provisions of subsection (b) of Section 2606 of Title 17 of the California Code of Regulations.

Sec. 8.03. Confinement of Biting Animals: Any animal susceptible to rabies which has bitten or is suspected of having bitten a person shall be strictly confined upon the private premises of the owner under restraint as provided by Section 2606, Title 17 of the California Code of



Regulations or may be impounded and quarantined by the LSPD, at the cost and expense of the owner, until it can be ascertained whether the animal in question is rabid. Any animal susceptible to rabies, which has bitten or is suspected of having bitten a person, and is not protected, to the satisfaction of the LSPD by a current rabies vaccination, may be impounded by the LSPD at the expense of the owner, until it can be ascertained whether the animal in question is rabid. Any violation of the provisions of this section shall be a misdemeanor.

Sec. 8.04. Charge to Animal Owner for Animal Bite: After investigation, any animal owner whose animal has bitten another person may be charged the actual cost of processing and investigating the animal bite incident, at the discretion of the Chief of the LSPD.

Sec. 8.05. Cat Bites: Any cat bite will follow the same procedures lined out in this ordinance for dog bites.

## **Article 9. Dead Domestic Animals; Abandoned Domestic Animals**

Sec. 9.01. Disposal of Dead Domestic Animals: It shall be the duty of all persons having a dead domestic animal creating a health hazard or a nuisance upon their premises, or who shall be the owner or possessor of any dead domestic animal, which died within the LSCSD, to have such domestic animal disposed of by a licensed animal facility or bury such domestic animal underground at a sufficient depth to allow at least two (2") feet of backfill earth cover. Such burial shall be either upon the premises of such owner or upon the premises where such dead domestic animal is found or by other means acceptable to the LSPD. Dead domestic animals shall be properly disposed of within forty-eight (48) hours after they die. For the purposes of this section, a dead animal shall be considered to be an animal in whole or parts thereof.

Sec. 9.02. Dumping of Dead Domestic Animals Forbidden: Any person owning or having control of a dead domestic animal shall not place the body in any street, park, public place or public refuse receptacle. Dead domestic animals shall not be dumped or deposited upon any dump or dumpsite in the LSCSD, except in an appropriate site approved and so designed by the LSPD.

Sec. 9.03. Cost of Removal of Dead Domestic Animals: The LSPD shall be entitled to dispose of any dead domestic animal coming within the prohibitions of this ordinance, if such domestic animals remains unburied for a period in excess of forty-eight (48) hours and/or is placed in any street, park, public place or in any public refuse receptacle. The LSPD shall attempt to contact the owner of such dead domestic animal prior to disposing of the same. Such costs of removal and burial shall be a fine against the owner and person in charge of the domestic animal immediately prior to its death. The fine amount will be the total cost to offset the actual cost of officer time involved for removal and burial.

Sec. 9.04. Abandoning Domestic Animals Forbidden: No live domestic animal shall be abandoned in or upon public or private premises, land, building, structures or dump sites in the LSCSD. Unwanted domestic animals shall be taken to a humane shelter for lawful surrender during regular business hours.

## **Article 10. Animals at Large, Dog and Public Nuisances, Police Dogs**

**Sec. 10.01. Dogs at Large:** No persons shall cause, permit or allow any dog to run at large upon any public street or other public place, including parks and playgrounds or upon any private property or premises other than those of the owner. All dogs, anywhere within the LSCSD, must be under the control of its owner at all times. Owners must have a leash in hand and attached to their dog, having the ability to restrain it. Owners are responsible for the actions of their pet. Exceptions are:

- (a) When a dog is assisting a law enforcement officer in the performance of police work.
- (b) When such a dog is assisting a duly authorized person in an official search and rescue operation.
- (c) When such a dog is participating in a dog training class, exhibition or competition or an ongoing training program related thereto, under the direction and control of a dog trainer, lessee or other person in control thereof.
- ~~(d) When dog is under control by use of a functioning dog shock collar. All dogs, anywhere in the CSD, must be under control of its owner at all times. Owners must have a leash in hand and attached to their dog. Owners are responsible for the actions of their pets.~~

**Sec. 10.02. Dog Nuisances Prohibited:** No owner of any dog shall permit or allow such dog to do any of the following:

- (a) Defecate on any public road or street or other public property without immediately cleaning or removing the excrement to a proper receptacle.
- (b) Defecate on any private property other than that of its owner without the consent of the owner, lessee or other person in control thereof.
- (c) The requirements of this section shall be in addition to all other restrictions applying to dogs and the owners of dogs within the LSCSD.

**Sec. 10.03. Public Nuisances Prohibited:**

- (a) No owner of any animal shall do any of the following:
  - (1) Permit such animal to obstruct the reasonable and comfortable use of property in any neighborhood or community by chasing vehicles, molesting passersby, or with excessive barking, howling or other noise. Excessive barking means noise which is frequently, easily and readily heard on the property of other persons, and which would be disturbing to the normal peaceful use, occupancy or enjoyment of the property of such other persons, considering the use to which the property is being put, the time of day and other relevant factors. Barking for one hour or longer and barking unprovoked are also considerations.
  - (2) Permit such animal to damage and/or trespass on public or private property.
  - (3) Permit unsanitary conditions to exist on the premises where such animal is kept which would cause odors, attract flies or vermin or an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life or property by members of the neighborhood or community or any considerable number of other persons.
  - (4) Maintain a dangerous animal in a manner that creates a significant threat to the public health, safety and welfare.
- (b) Any violation of this section is hereby declared to be a public nuisance.

- (c) Whenever the LSPD has reasonable cause to believe that a public nuisance as defined in this section exists, the PD may conduct an investigation of the alleged nuisance. Whenever it is affirmed in writing by two (2) or more persons residing in separate residences or are regularly residing in the neighborhood that a public nuisance as defined in this section exists, the LSPD shall investigate the alleged nuisance.
- (d) Any person may maintain an action under Civil Code Section 3493 for compliance with the requirements of this section.
- (e) The requirements of this section shall be in addition to all other restrictions applying to dogs and the owners of dogs within the LSCSD. Any violation of the provisions of this section shall be an infraction and may result in impounding of the dog.

**Sec. 10.04. Injuring or Teasing a Police Dog:** No persons shall injure, tease, agitate, kick, strike, torture or otherwise interfere with any police dog while the dog is in the custody of or being used by a law enforcement officer in the performance of their official duties. As used in this section, police dog shall mean any dog specifically trained for assistance in law enforcement.

**Sec. 10.05. Feeding Outside Animals:** Whereas unwanted animals may be attracted to food and water placed outside by persons can be detrimental to the public health, welfare, or well-being of the residents of the community. No person shall place food or water that can be accessed by animals other than their own.

**Sec. 10.06. Violations; Penalties :** Any person violating any section or subsection of this chapter shall be deemed guilty of an infraction and subject to penalties as specified below and any fines and penalties provided in State law and determined by the Chief of Police.

- (a) First violation: One Hundred and no/100<sup>th</sup> Dollars (\$100.00)
- (b) Second violation: Two Hundred Fifty and no/100<sup>th</sup> Dollars (\$250.00)
- (c) Third and subsequent violations: Five Hundred and no/100<sup>th</sup> Dollars (\$500.00)

## **Article 11. Enforcement**

**Sec. 11.01. Administration and Enforcement:** The Chief of Police and designees shall administer and enforce the provisions of this ordinance.

**Sec. 11.02. Right of Entry:** Any official designated to administer and enforce the provisions of this ordinance may enter upon all private and/or public premises for the purpose of enforcing the provisions of this ordinance.

**Sec. 11.03. Interference with Officials:** No person shall interfere with any official designated to administer and enforce the provisions of this ordinance or regulations pertaining thereto, in the performance of their official duties. Any violation of the provisions of this section shall be a misdemeanor.

**Sec. 11.04. Animal Kept in Vehicles:**

- (a) An animal shall not be confined in a vehicle unless there is adequate ventilation and unless the temperature or other conditions do not threaten the health of the animal. If the animal is confined in a manner that threatens its health, a police officer may enter

the vehicle by whatever force is necessary to release the animal without liability upon the LSCSD or any person for resulting damage.

- (b) Any person who owns or has custody or control of an animal that has been confined in a vehicle in a manner that threatens its health may be charged with a violation.
- (c) Any animal that has been confined in a vehicle in violation of this section may be impounded pending a hearing to determine if the animal shall be returned to its owner. In the event of any such impoundment, the owner or keeper of the animal shall be liable for all costs and expenses of impounding or keeping the animal.

Sec. 11.05. Cruelty to Animals Prohibited:

- (a) No person shall tease, torment or physically abuse any animal.
- (b) No parent shall allow or permit their minor child to tease, torment or physically abuse any animal.
- (c) No person who owns, has custody or control of, an animal shall neglect such animal by leaving them outside in extreme hot or cold weather conditions for an extended amount of time, without providing them with access to adequate shelter and provisions to ensure their safety and wellbeing.
- (d) No dog may be tied up outside, unattended, for a period of more than two (2) hours, for their safety and wellbeing.
- (e) The provisions of Penal Code Section 579.1 shall be operative within the LSCSD.

Sec. 11.06. Refusal to Present Animals for Inspection Prohibited: No person shall fail or refuse to comply with any order of the LSPD under this title to present an animal for inspection.

Sec. 11.07. Female Dogs in Heat-Confinement: Female dogs in copulation season shall be kept confined to the owner's or custodian's premises.

Sec. 11.08. Interference with Law Enforcement:

- (a) No person shall interfere with, oppose or resist any Police Officer while he or she is engaged in the performance of any act authorized by this title or California Penal Code Section 148(a).
- (b) No person shall willfully or maliciously torture, torment, beat, kick, strike, mutilate, injure, disable or kill any dog used by any government police agency or private patrol service in the performance of the functions or duties of such department or interfere with or meddle with any such dog while being used by said department or any member thereof in the performance of any of the functions of said department.

Sec. 11.09. Records of Impounded Animals: The LSPD shall keep a record of each animal impounded, the date of receipt of such animal, the date and manner of its disposal, and if redeemed, reclaimed or sold, the name of the person by whom redeemed, reclaimed or purchased (adopted), the address of such person, and the amounts of all fees received or collected for or because of the impounding, reclaiming or purchasing (adoption) thereof, together with the number of any tag and the date of any license exhibited or issued upon the redemption or sale of any such animal.

Sec. 11.10. Authority of Police Officers: In addition to the power vested in the LSPD for the impoundment of animals found at large or otherwise in violation of this title, any peace officer is empowered to impound such animal.

Sec. 11.11. Notification to Owner: The LSPD shall immediately upon impoundment of dogs or other animals, make every reasonable effort to notify the owners of such dogs or other animals impounded, and inform such owners of the conditions whereby they may regain custody of such animals. If an animal has a valid license, the owner shall be notified.

Sec. 11.12. Non-Liability of LSPD and/or LSCSD: No liability shall be incurred by the LSPD and/or the LSCSD for the disposition of any animal made pursuant to the provisions of this ordinance.

Sed. 11.13. Violation Penalty: Any persons violating any provision of this ordinance is guilty of an infraction, unless specifically noted as a misdemeanor.

Sec. 11.14. Alternative Actions Available: Nothing in this ordinance shall be deemed to prevent the LSPD from ordering the commencement of an administrative citation or civil or criminal proceeding to abate a public nuisance or from pursuing any other means available to them under provision of applicable ordinances or state law to correct violations in addition to or as alternatives to the proceedings set forth in this title.

Sec. 11.15. Violation-Public Nuisance: It is declared that the keeping, harboring or maintaining of any animal in violation of the provisions of this ordinance constitutes a public nuisance and is unlawful. In addition to all other remedies available to the LSPD, whether criminal, civil, at law or in equity, any nuisance may be abated pursuant to this code or in any other manner provided by law.

## **Article 12: Account of Sums Collected**

Sec. 12.01. Account of Sums Collected: The LSPD shall keep records of all income from animal licensing and fines associated with this ordinance and pay said sums collected pursuant to the provisions of this ordinance to the LSCSD Administration Office.

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It is hereby certified that the forgoing Ordinance No. \*-23 was duly introduced at a regular meeting of the Lake Shastina Community Services District on the 19th of July 2023 and adopted at a regular meeting of the Lake Shastina Community Services District on 16th of June 2023

ROLL CALL VOTE

AYES:

NOES:

ABSENT:

Lake Shastina Community Services District by:

Page 9 of 10

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

ATTEST

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



*LAKE SHASTINA COMMUNITY SERVICES DISTRICT*

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**BEFORE THE BOARD OF DIRECTORS OF THE  
LAKE SHASTINA COMMUNITY SERVICES DISTRICT  
COUNTY OF SISKIYOU, STATE OF CALIFORNIA**

**IN THE MATTER OF:**

**Resolution Number: \*-23**

**Approving the Department of Forestry and Fire Protection Agreement #7GF23312** for services from the date of last signatory on page 1 of the Agreement to June 30, 2023 under the Volunteer Fire Assistance Program of the Infrastructure Investment and Jobs Act of 2021.

**BE IT RESOLVED** by the Board of Directors of the Lake Shastina Community Services District, that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 1 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Assistance Program of the Infrastructure Investment and Jobs Act of 2021 during the State Fiscal Year 2023-24 up to and no more than the amount of \$9,585.00.

**BE IT FURTHER RESOLVED** that Robert Moser, Secretary of said Board be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the Lake Shastina Community Service District Fire Department.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Lake Shastina Community Services District, at a special meeting thereof, held on the 16<sup>th</sup> day of August 2023, by the following vote:

AYES:

\_\_\_\_\_  
Signature, Board of Directors Member

NAYS:

Paula Mitchell, Board President

ABSENT:

\_\_\_\_\_  
Signature, Board of Directors Member

Rick Thompson, Board Director

**ATTEST:**

I, Robert Moser, Secretary of the Lake Shastina Community Services District, County of Siskiyou, California do hereby certify that this is a true and correct copy of the original Resolution Number \*-22.

WITNESS MY HAND OR THE SEAL OF THE LAKE SHASTINA COMMUNITY SERVICES DISTRICT, on this 16<sup>th</sup> day of August 2023.

**OFFICIAL SEAL OR  
NOTARY CERTIFICATION**

\_\_\_\_\_  
Signature

Robert Moser, Secretary  
Lake Shastina Community Services District

**State of California  
Department of Forestry and Fire Protection (CAL FIRE)  
Cooperative Fire Protection  
GRANT AGREEMENT**

**APPLICANT:** Lake Shastina Community Services District Fire Department

**PROJECT TITLE:** Volunteer Fire Assistance

**GRANT AGREEMENT:** 7GF23312

**PROJECT PERFORMANCE PERIOD** is from date upon approval through **June 30, 2024**.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up to the total state grant amount indicated.

**PROJECT DESCRIPTION:** Cost-share funds awarded to provide assistance to rural areas in upgrading their capability to organize, train, and equip local forces for fire protection.

**Total State Grant not to exceed \$** **\$9,585.00** (or project costs, whichever is less).

*\*The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

**STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION**

Applicant	
By _____ Signature of Authorized Representative	By _____
Title Robert Moser, General Manager	Title: <b>David Scheurich</b> <b>Staff Chief, Cooperative Fire Programs</b>
Date _____	Date _____

**CERTIFICATION OF FUNDING**

GRANT AGREEMENT NUMBER	PO ID	SUPPLIER ID
FUND <b>0001</b>	FUND NAME General Fund	
PROJECT ID 354023DG2012171	ACTIVITY ID SUBGNT	AMOUNT OF ESTIMATE FUNDING <b>\$ \$9,585.00</b>
GL UNIT 3540	BUD REF 001	CHAPTER 12
PROGRAM NUMBER 9999000FED	ENY <b>2023</b>	ADJ. INCREASING ENCUMBRANCE <b>\$ 0.00</b>
ACCOUNT 5340580	ALT ACCOUNT <b>5340580002</b>	ADJ. DECREASING ENCUMBRANCE <b>\$ 0.00</b>
REPORTING STRUCTURE 35409206	SERVICE LOCATION <b>92749</b>	UNENCUMBERED BALANCE <b>\$ \$9,585.00</b>

**I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.**

\_\_\_\_\_  
Signature of CAL FIRE Accounting Officer

\_\_\_\_\_  
Date



**VOLUNTEER FIRE ASSISTANCE PROGRAM  
TERMS AND CONDITIONS**

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA  
Natural Resources Agency

Agreement for the Volunteer Fire Assistance Program of the  
Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and Lake Shastina Community Services District Fire Department hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

1. STATE has been approved as a passthrough agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Volunteer Fire Assistance program in California, hereinafter referred to as VFA, authorized by the Cooperative Forestry Assistant Act of 1978 (PL 95-313, 92 Stat, 365, 16 U.S.C. 2106 as amended).
2. This is a subaward under the 2023 Volunteer Fire Assistance Grant #23-DG-11052012-171 awarded to STATE by the Forest Service on August 3, 2023. The Federal Assistance Listing for the award is 10.698, Cooperative Fire Program. This subaward is funded solely with Federal funds and is subject to the Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400, and under certain terms and conditions to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability.
3. LOCAL AGENCY desires to participate in said VFA and agrees to the terms and conditions specified in the Procedural Guide for Volunteer Fire Assistance Program 2023.

NOW THEREFORE, it is mutually agreed between the parties as follows:

4. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.
5. **INCORPORATION:** The Procedural Guide for Volunteer Fire Assistance Program 2023, submitted Application for Funding and associated Grant Assurances are hereby incorporated by reference as part of the Grant Agreement.
6. **TIMELINESS:** Time is of the essence in this Agreement.
7. **FORFEITURE OF AWARD:** LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the email address specified in paragraph 12, with a timestamp no later than December 1, 2023 or LOCAL AGENCY will forfeit the funds.

8. **GRANT AND BUDGET CONTIGENCY CLAUSE:** It is mutually understood between the parties that this **Agreement** may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the **Agreement** were executed after that determination was made.

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the **State Fiscal Year 2023** for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

9. **REIMBURSEMENT:** STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed **\$9,585.00** on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 1 and JUNE 30, 2024.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the e-mail address specified in paragraph 12, with a timestamp no later than September 1, 2024 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice and proof of payment to vendor(s) must be included for items purchased.
10. **LIMITATIONS:** Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFA, upon expenditure of United States Government Funds. Pursuant to 2CFR200.313 Equipment, subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 17 below.
11. **MATCHING FUNDS:** Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFA Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.

LOCAL AGENCY shall not use VFA Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFA Funds.

12. ADDRESSES: The mailing addresses of the parties hereto under the terms of the Agreement are:

LOCAL AGENCY: Lake Shastina Community Services District Fire Department  
16320 Everhart Dr  
Weed, CA 96094  
Attention: Chief Steven Pappas  
Telephone Number(s): 530-938-3281/530-938-3161  
E-mail firechief@lakeshastina.com

STATE: **Department of Forestry and Fire Protection**  
**Grants Management Unit, Attn: Megan Esfandiary**  
**P. O. Box 944246**  
**Sacramento, California 94244-2460**  
**PHONE: (916) 894-9845**  
**E-MAIL: Megan.Esfandiary@fire.ca.gov**

13. PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY. Project funds are not to be used for research and development.
14. COMBINING: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
15. OVERRUNS: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
16. UNDERRUNS: In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Proposed Project application, made by STATE, will be in writing and will require an amendment.
17. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with VFA funding in excess of \$5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than \$5,000. The VFA percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

18. EQUIPMENT INVENTORY: Any single item purchased in excess of \$5,000 will be assigned an VFA Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 12. The STATE will advise the LOCAL AGENCY Contact of the VFA Property Number assigned.
19. AUDIT: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
20. DISPUTES: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY or audit findings, the dispute will be decided by STATE and its decision shall be final and binding.
21. MONITORING: LOCAL AGENCY agrees to the monitoring of activities as necessary by STATE to ensure that the award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the agreement; and that performance goals are achieved.
22. INDEMNIFICATION: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.
23. CIVIL RIGHTS: LOCAL AGENCY agrees to comply with civil rights requirements as detailed in the Complying With Civil Rights Requirements brochure (FS-850) and the And Justice For All poster (AD-475A). The poster is to be placed at all public point of contact/reception areas.
24. DRUG-FREE WORKPLACE REQUIREMENTS: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed **Agreement** will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

25. **TERM**: The term of the **Agreement** SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through June 30, 2024.
26. **TERMINATION**: This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
27. **AMENDMENTS**: No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
28. **INDEPENDENT CONTRACTOR**: LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.
29. **INDIRECT RATE**: LOCAL AGENCY may not assess an indirect rate in excess of their Federally approved Negotiated Indirect Cost Rate Agreement (NICRA), a de minimis rate if LOCAL AGENCY does not have an approved NICRA, or the VFA program cap rate of 10%, whichever is lesser. LOCAL AGENCY may also elect not to assess an indirect rate. The approved indirect cost rate at the time of execution is 0%.

30. MEDIA: LOCAL AGENCY shall acknowledge STATE and USDA Forest Service support in any publications, audiovisuals and electronic media developed as a result of this award.

It is encouraged to give public notice of the receipt of this award and announce progress and accomplishments, acknowledging STATE and USDA Forest Service support. Follow direction in USDA Supplemental 2 CFR 415.2.

31. ASSIGNMENT: This Agreement is not assignable by LOCAL AGENCY either in whole or in part.

California Department of Forestry and Fire Protection  
2023-2024 Application for Funding Cooperative  
Forestry Assistance Act of 1978  
Volunteer Fire Capacity (VFC) Program  
Agreement # 7GF 23312



**A. Department/Organization**

Organization Name: Lake Shastina Fire Department

Contact's First Name: Steven Contact's Last Name: Pappas

Street Address: 16309 Everhart Drive

Mailing Address: 16309 Everhart Drive

City: Weed County: Siskiyou Zip Code: 96094

State: California CAL FIRE Unit: SKU - Siskiyou Unit

Phone Number: (530) 938-3161 Email Address: firechief@lakeshastina.com

Unique Entity ID: GFWPML8PFM11

To check to see what your UEI Number is, or to apply for one, please visit the [SAM.GOV](https://sam.gov) website.

**B. Area to be served by award (include areas covered by contract or written mutual aid agreements).**

Number of Communities: 1 Area: 72.00 square miles

Congressional District #: CA-#

Population: 2,950 Annual Budget: \$ 125,000.00

Latitude N 41 ° 31 ' 69 " Longitude W 122 21 81 "

(Latitude must be between 32 and 42 degrees. Longitude must be between 114 and 125 degrees. Latitude and Longitude minutes and seconds must be between 0 and 60. Use a central point in the Applicant's service area for the general area covered by the project).

All projects **MUST** have a project area.

**C. Activity: Annual number of emergency incidents.**

Fire: 89 + EMS: 289 + Other: 58 = Total: 436

**D. Indian Tribal Community (If project includes an Indian Tribal Community, please provide):**

Population: Size (acres): # of structures:

Distance to nearest fire station (miles):

**CAL FIRE USE ONLY (Formula-driven)**

Total Application Request (up to 50%; \$500 minimum, \$20,000 maximum)

Project Total Cost: \$ 19,170.00

Amount Funded for this Agreement: \$9,585.00 *MC*



**E. Proposed Project (List individual items for funding. Include tax and shipping in unit cost):**

	Type	Item	Quantity	Unit Cost	Item Total
1.	Safety - Wildland	Nomex dual compliant pants	25	\$ 195.00	\$ 4,875.00
2.	Safety - Wildland	Vibram Sole Wildland Boot	5	\$ 359.00	\$ 1,795.00
3.	Safety - Wildland	Fire Shelters	6	\$ 450.00	\$ 2,700.00
4.	Communications	Bendix King BKR 5000	4	\$ 1,800.00	\$ 7,200.00
5.	Communications	BK M150 Mobile radio	1	\$ 2,600.00	\$ 2,600.00
6.					\$ 0.00
7.					\$ 0.00
8.					\$ 0.00
9.					\$ 0.00
10.					\$ 0.00
11.					\$ 0.00
12.					\$ 0.00
13.					\$ 0.00
14.					\$ 0.00
15.					\$ 0.00
16.					\$ 0.00
17.					\$ 0.00
18.					\$ 0.00
19.					\$ 0.00
20.					\$ 0.00
21.					\$ 0.00
22.					\$ 0.00

**F. CAL FIRE USE ONLY (Formula-Driven)**

Project Total Cost: \$ 19,170.00

**G. Additional Information. 1. Briefly describe the area to be served: fire protection system, water system, equipment, facilities, staffing, hazards, etc. and purpose of proposed project. 2. How will the request(s) maintain or bring your organization into compliance with NFPA 1977? (Limited to space below)**

Lake Shastina Fire protects 72 square miles which includes the Lake Shastina Community Services District (CSD), Big Springs California, Shasta Vista Estates, as well as agricultural and farm land. The CSD is covered by a hydrant and water tank system where hydrants are located every 500'. The water tanks include two 300,000 gallon, one 250,000 gallon, and one 500,000 gallon. We are a department consisting of a full-time Fire Chief, part-time Captain, and 18 volunteers. The department hosts 3 wildland engines and 1 type 1. During the summer months LSFDF often has one or two of its engines as part of strike teams on campaign wildland fires. Our department currently has a very short supply of PPE for wildland fires and a struggling budget. Inflation costs have hit us hard and we are already feeling the effects of how everything is so much more expensive. In this request we will be able to become compliant with NFPA 1977 and meet the requirements for protective clothing and equipment to protect against the adverse environmental effects encountered by personnel performing wildland fire fighting operations. Additionally we will be able to equip our Type 3 engine and personnel with the same radios that Cal Fire is now using.


In addition to the original request(s), Applicants may list alternative projects for excess or unused funds, which the State will review during the initial application process. The State will determine which of the Applicant's projects are eligible for funding if excess or unused funds become available. Upon advance written approval by the State, the applicant may use additional/excess funding up to the contract maximum amount to purchase State approved items in listed order of priority on their application.

Deviations from the original application are considered an amendment and require prior approval before the amended expenditures can be made.

**The funds will be only for those projects accomplished and/or items purchased between Agreement Approval Date and June 30, 2024. The Recipient agrees to provide CAL FIRE with itemized documentation of the Agreement project expenditures and bill CAL FIRE as soon as the project is complete, but no later than September 1, 2024.**

The Recipient gives CAL FIRE or any authorized representative access to examine all records, books, papers, or documents relating to the Agreement. The Recipient shall hold harmless CAL FIRE and its employees for any liability or injury suffered through the use of property or equipment acquired under this Agreement. The applicant certifies that to the best of the applicant's knowledge and belief, the data in this application is true.

I certify that the above and attached information is true and correct:

  
Original Signature Required: Grantee's Authorized Representative

4-26-23  
Date Signed

Printed Name: Steven Pappas

Title: Fire Chief

Executed on: 4-26-23  
Date

at Weed  
City

Grant Assurances for Cooperative Forestry Assistance Act of 1978  
Volunteer Fire Capacity (VFC)

Organization Name: Lake Shastina Fire Department

Contact's First Name: Steven

Contact's Last Name: Pappas

Street Address: 16309 Everhart Drive

Mailing Address: 16309 Everhart Drive

City: Weed

County: Siskiyou

Zip Code: 96094

State: California

CAL FIRE Unit: SKU - Siskiyou Unit

Phone Number: (530) 938-3161

Email Address: firechief@lakeshastina.com

UEI Number: GFWPML8PFM11

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for the Volunteer Fire Capacity grant, of the Cooperative Forestry Assistance Act of 1978 and has the institutional, managerial and financial capability to ensure proper planning management, and completion of the grant.
2. Will assure that grant funds are used only for items requested and approved in the application.
3. Assures that all wildland fire response employees (full-time, part-time, or volunteer) are fully equipped with appropriated wildland fire response personal protective equipment that meets NFPA 1977, *Standard on Protective Clothing and Equipment for Wildland Fire Fighting*, and are trained to a proficient level in the use of the personal protective equipment. Wildland fire suppression safety clothing, and equipment includes:
  - Safety helmet
  - Goggles
  - Ear Protection
  - Fire-resistant (i.e. Nomex) hood, shroud, or equivalent face and neck protection
  - Fire-resistant (i.e. Nomex) shirt and pants
  - Gloves
  - Safety work boots
  - Wildland fire shelter
  - Communications Equipment
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have a family, business or other ties.
6. Will comply with all applicable requirements of all other Federal laws, Executive orders, regulations, Program and Administrative requirements, policies, and other requirements governing this program.
7. Will comply with USDA Forest Service Civil Rights requirements.

See the Forest Service Civil Rights literature on their web page.

8. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

In compliance with NFPA 1977 and trained in the use of Wildland PPE.

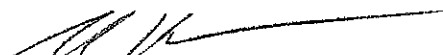
Not in compliance with NFPA 1977, but applying for grant funding to purchase Wildland PPE and/or provide required training.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Printed Name of Authorized Agent:

Steven Pappas

Signature of Authorized Agent:



Title of Authorized Agent:

Fire Chief

Date:

4-26-23

**Submission requires an unsigned and signed application.**

1. Please complete and save an **unsigned** application.
2. In addition, please **sign and date** an application (electronic or wet signature OK).
3. On one email, please attach both the **unsigned** and **signed** applications and submit to [CALFIRE.GRANTS@FIRE.CA.GOV](mailto:CALFIRE.GRANTS@FIRE.CA.GOV).

**Electronic copies must be submitted by May 4, 2023 at 11:59pm.**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

*(Read instructions on page two before completing certification.)*

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## ORGANIZATION NAME

Lake Shastina Community Services District Fire Department

## PR/AWARD NUMBER OR PROJECT NAME

7GF23312

## NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

Robert Moser, General Manager

Steven Pappas, Fire Chief

## SIGNATURE

## DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

### Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

# SEPTEMBER MEETING

VERBAL ONLY