



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

AGENDA

Wednesday, May 20, 2026

Closed Session: 12:30pm / Open Session: 1:00pm

Administration Building

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

CALL TO ORDER:

LSCSD Roll Call: Chandler ____ Cupp ____ Mitchell ____ Tucker ____ Uttech ____

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. Conference with Legal Counsel – Existing Litigation (§ 54956.9): Name of Case: Chertkov v. LSCSD

RETURN TO OPEN SESSION:

LSCSD Roll Call: Chandler ____ Cupp ____ Mitchell ____ Tucker ____ Uttech ____

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 matters within the jurisdiction of the District, 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 during the Public Comment period. The Board may ask questions but may not discuss or take action 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: Regular Meeting April 15, 2026 and Special Meeting May 7, 2026
- B. Ratification of Disbursements: April 1 through 30, 2026
- C. Budget Comparison: FY 2025/26
- D. Department Written Reports
 1. Fire Department
 2. Police Department
 3. Sewer Department
 4. Water Department

DISCUSSION / REPORTS: ACTION ITEMS:

2. Manager's Report (GM)
3. Resolution 3-26 Consolidation of Director Election with 2026 General Election (GM)
4. Hazardous Vegetation Abatement Service Agreement (GM)
5. Caselle Community Portal Presentation(GM)

STAFF COMMENTS:

BOARD MEMBER COMMENTS:

ADJOURNMENT: The next LSCSD Regular Meeting is scheduled to be held on June 17, 2026 1:00pm 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, April 15, 2026
Closed Session: 12:00 pm/Open Session 1:00pm
UNAPPROVED MINUTES

CALL TO ORDER: 12:00pm

Roll Call: Chandler Cupp Mitchell Tucker Uttech

PUBLIC COMMENTS: None

ADJOURN TO CLOSED SESSION: 12:02pm

CLOSED SESSION:

- A. Conference with Legal Counsel – Existing Litigation (§ 54956.9): Name of Case: Chertkov v. LSCSD
- B. Conference with Labor Negotiators (§ 54957.6) Agency designated representatives: TBD
Employee Organization: Teamsters Local 137
- C. Personnel (Gov. § 54957) Public Employee Performance Evaluation: General Manager

CALL TO ORDER AND ROLL CALL: 1:00pm

LSCSD Board Roll Call: Chandler Cupp Mitchell Tucker Uttech

Also present: GM Thompson, Capt. Pappas, FC Pappas, PC Erickson, Ofc Sadler and AA Phonepaseuth. There were approximately 12 people in the audience.

PLEDGE OF ALLEGIANCE: Carried out.

REPORT ON CLOSED SESSION:

- A. Conference with Legal Counsel – Existing Litigation (§ 54956.9): Name of Case: Chertkov v. LSCSD
-Direction given for Attorney assignment with William Camy at Porter Scott Attorneys.
- B. Conference with Labor Negotiators (§ 54957.6) Agency designated representatives: TBD
Employee Organization: Teamsters Local 137
-Designated GM Thompson and DC Long to conduct labor negotiations.
- C. Personnel (Gov. § 54957) Public Employee Performance Evaluation: General Manager
-No action.

PUBLIC COMMENTS: None.

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

1. A. Approval of Minutes: Regular Meeting March 18, 2026
- B. Ratification of Disbursements: March 1 through 31, 2026
- C. Budget Comparison: FY 2025/2026
- D. AR Aging Report
- E. Department Written Reports
 1. Fire Department
 2. Police Department
 3. Sewer Department
 4. Water Department

Motion by Dir. Mitchell, second by Dir. Chandler, to approve Consent Calendar.

Ayes: Directors Chandler, Cupp, Mitchell, Tucker, Uttech
Noes: None
Absent: None

DISCUSSION / REPORTS / ACTION ITEMS:

2. Siskiyou Juniper Removal and Landscape Restoration Project – Shasta Valley Resource Conservation District.
Motion by Dir. Mitchell, second by Dir. Tucker, to approve the Siskiyou Juniper Removal and Landscape Restoration Project.

Ayes: Directors Chandler, Cupp, Mitchell, Tucker, Uttech
Noes: None
Absent: None

3. Manager's Report -**Discussed.**

4. Resolution 2-26: Consideration of the Amended FY 2025-2026 Operating and Capital Budget
Motion by Dir. Chandler, second by Dir. Uttech, to approve the Amended FY 2025-2026 Operating and Capital Budget.

Ayes: Directors Chandler, Cupp, Mitchell, Tucker, Uttech
Noes: None
Absent: None

STAFF COMMENTS: None

BOARD MEMBER COMMENTS: Comments received.

ADJOURNMENT: With no objections by the Board, Pres. Cupp adjourned the meeting at 2:34pm. The next LSCSD Regular Board Meeting to be held on May 20, 2026 1:00pm at the Administration Building.

Approval Date: May 20, 2026

Carol Cupp, President

ATTEST:

Richard Thompson, General Manager/Secretary



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

Special Meeting
Thursday May 7, 2026
Closed Session 3:00pm
UNAPPROVED MINUTES

CALL TO ORDER: 3:00pm

Board Roll Call: Chandler Cupp Mitchell Tucker Uttech absent

*Director Cupp left the meeting at 4:36pm

PLEDGE OF ALLEGIANCE: Waived.

PUBLIC COMMENTS: None.

ADJOURN TO CLOSED SESSION: 3:01pm

CLOSED SESSION:

A. Conference with Labor Negotiators (§54957.6)

Agency designated representatives: GM Thompson, District Counsel Long
Employee Organization: Teamsters Local 137

RETURN TO OPEN SESSION: 4:54pm

REPORT ON CLOSED SESSION: Direction given to staff.

ADJOURNMENT: With no objections by the Board, Pres. Cupp adjourned the meeting at 4:55pm. The next LSCSD Regular Board Meeting to be held on May 20, 2026 1:00 p.m. at the Administration Building.

Approval Date: May 20, 2026

Carol Cupp, President

ATTEST:

Richard Thompson, General Manager/Secretary

TREASURER'S REPORT - RATIFICATION OF DISBURSEMENTS – April 2026

LAKE SHASTINA COMMUNITY SERVICES DISTRICT

Board motion "To ratify the checks for expenses, including payroll and liabilities, issued on behalf of the District for the period of April 1-30, 2026, for a total of: \$254,866	
Each check has been signed by two directors with documentation attached to each check.	

Expenses - Regular Checks Mechanics Bank Account	\$ 133,028.86
Expenses - Payroll & Liability Checks Mechanics Bank Account	\$ 121,837.14
Total CSD Expenses	\$ 254,866

Journal	Payee or Description	Date	Check Number	Amount
CD	CD - NSF Check - 43000384201	04/30/2026	1	75.00
CDA	PACIFIC POWER	04/02/2026	2086	16,495.96
CDA	FIRST NATIONAL BANK OMAHA	04/02/2026	2087	1,651.09
CDA	FIRST NATIONAL BANK OMAHA	04/02/2026	2088	704.07
CDA	FIRST NATIONAL BANK OMAHA	04/02/2026	2089	68.13
CDA	Quill Corp	04/02/2026	2090	200.51
CDA	T Mobile	04/02/2026	2091	539.04
CDA	NAPA AUTO PARTS	04/16/2026	2092	92.78
CDA	Quill Corp	04/16/2026	2093	39.23
CDA	US CELLULAR	04/16/2026	2094	48.21
CDA	Xpress Bill Pay	04/05/2026	2095	127.75
CDA	PACIFIC POWER	04/30/2026	2096	16,749.11
CDA	CA DEPT OF TAX & FEE ADMIN	04/23/2026	2097	154.00
CDA	FIRST NATIONAL BANK OMAHA	04/30/2026	2098	3,098.48
CDA	Quill Corp	04/30/2026	2099	88.54
CDA	FIRST NATIONAL BANK OMAHA	04/30/2026	2100	82.55
CDA	FIRST NATIONAL BANK OMAHA	04/30/2026	2101	328.69
CDA	FIRST NATIONAL BANK OMAHA	04/30/2026	2102	375.12
CDA	CAL ORE Communications	04/02/2026	27286	31.31
CDA	CAL ORE Communications	04/02/2026	27287	373.95
CDA	CASELLE, INC	04/02/2026	27288	.00
CDA	DEEPWOODS EMBROIDERY & DESIGN	04/02/2026	27289	568.10
CDA	FERGUSON WATERWORKS	04/02/2026	27290	75.87
CDA	JONES CARPET CLEANING & JANITORIAL	04/02/2026	27291	701.48
CDA	PRENTICE LONG, PC	04/02/2026	27292	105.00
CDA	Scott Valley Respiratory Home Care	04/02/2026	27293	80.00
CDA	SISKIYOU DISPOSAL	04/02/2026	27294	435.00
CDA	SISKIYOU TECHNOLOGY CONSULTANT	04/02/2026	27295	2,710.20
CDA	SOLANO'S INC.	04/02/2026	27296	116.89
CDA	Streamline Software, Inc	04/02/2026	27297	4,401.60
CDA	US POSTAL SERVICES	04/02/2026	27298	765.90
CDPT	N.C.G. T. Security Fund	04/01/2026	27299	17,197.00
CDPT	Teamsters Local 137 Union	04/01/2026	27300	802.58
CDA	CASELLE, INC	04/16/2026	27303	2,640.00
CDA	ClearGov Inc.	04/16/2026	27304	12,900.00
CDA	COLLEGE OF THE SISKIYOU	04/16/2026	27305	139.00
CDA	DON R. ERICKSON OIL, INC.	04/16/2026	27306	6,063.70
CDA	GRAINGER	04/16/2026	27307	1,284.06
CDA	HUE & CRY	04/16/2026	27308	44.42
CDA	LEXIPOL LLC	04/16/2026	27309	332.52
CDA	Michael Brady	04/16/2026	27310	432.31
CDA	OFFICE TECHNOLOGIES, INC.	04/16/2026	27311	64.91
CDA	Patricia Harriman	04/16/2026	27312	359.24
CDA	ALLSTAR FIRE EQUIPMENT	04/30/2026	27313	12,612.18
CDA	CASELLE, INC	04/30/2026	27314	17,870.00
CDA	CROSS CONNECTIONS EMERGENCY	04/30/2026	27315	5,905.21
CDA	George Fenimore	04/30/2026	27316	400.00
CDA	NORCO INC.	04/30/2026	27317	13.33
CDA	PACE ANAYLTICAL SERVICES LLC	04/30/2026	27318	249.20
CDA	Precision Company Inc	04/30/2026	27319	495.32
CDA	SHASTA VALLEY TIRE SERVICE	04/30/2026	27320	1,227.87
CDA	STEVE PAPPAS	04/30/2026	27321	107.88
CDA	United States Treasury	04/30/2026	27322	.02
CDA	US POSTAL SERVICES	04/30/2026	27323	370.00
CDA	WESTERN BUSINESS PRODUCTS	04/30/2026	27324	234.55
CDP	DIRECT DEPOSIT TOTAL	04/02/2026	92201	26,289.65
CDP	DIRECT DEPOSIT TOTAL	04/16/2026	92202	26,679.18
CDP	DIRECT DEPOSIT TOTAL	04/30/2026	92203	26,710.90

Journal	Payee or Description	Date	Check Number	Amount
CDPT	CalPERS	04/14/2026	26041201	8,813.25
CDPT	Employment Development Department	04/14/2026	26041202	1,417.28
CDPT	IRS	04/14/2026	26041203	3,709.35
CDPT	CalPERS	04/29/2026	26041901	8,814.01
CDPT	Employment Development Department	04/29/2026	26041902	1,441.79
CDPT	IRS	04/29/2026	26041903	3,746.05
CDPT	CalPERS	04/01/2026	260315006	8,962.54
CDPT	Child Support	04/01/2026	260315007	77.30
CDPT	Employment Development Department	04/01/2026	260315008	1,433.03
CDPT	IRS	04/01/2026	260315009	3,742.81
Grand Totals:				<u>254,866.00</u>

Budget Comparison FY 25/26

To be provided



Lake Shastina Fire Department

16309 Everhart Drive
Weed CA 96094

For the Month of April Lake Shastina Fire Department responded to a total of 18 calls of service. These calls included:

- 13 Medical Aids
- 2 Hazmat
- 2 Vegetation Fires
- 1 Structure Fire

With the completion of Academy 47, LSFD has begun its recruitment process for our next round of live in firefighters. College of the Siskiyous is now hosting 2 academy's annually with the next scheduled to begin in August. On May 6th we visited the COS Agility test and had several applications filled out. We plan to fill all of our beds within the next two weeks due to this recruitment.

Our first round of citations for the 2026 Fuel abatement program have gone out. Our main focus for this spring will be Unit 7-2. This includes Elk Trail, Puma, Black Bear and surrounding roads. We hope to mow around 50 acres of vacant properties before summer hits.



LAKE SHASTINA POLICE DEPARTMENT

Jon T. Erickson

Chief of Police

16309 Everhart Dr., Weed, CA 96094

(530) 938-2226

TO: LSCSD Board of Directors

FROM: Chief Erickson

SUBJECT: APRIL 2026 Police Monthly Board Report

POLICE ACTIVITY: LSPD had 130 calls for service in APRIL.

SUMMARY:

Criminal Reports Taken: 7

Misdemeanor Arrests: 1

Felony Arrests: 1

Traffic Warnings: 13

Traffic Citations: 2

Animal Related Calls: 4

Misc. Police Calls(Non-Criminal): 102

NOTABLE ACTIVITY:

4/13/26- Subject arrested for Assault with a Deadly Weapon

4/27/26- Subject arrested for possession of suspected methamphetamine and paraphernalia

Lake Shastina Sewer Department

To: Lake Shastina CSD Board
From: RODNEY VILLA, Public Works Supervisor
Meeting Date: May 20, 2026
Subject: Board Report for April, 2026

Notable Activity:

- Jaime is continuing with his Operator in Training education at the wastewater plant to become certified.
- Station B-102 pumps had to be removed and unplugged.
- On Antelope way we did a hookup because of a failed septic system.
- We have started weed abatement at the sewer ponds.
- The evaporators were serviced and inspected.

Lake Shastina Water Department

To: Lake Shastina CSD Board
From: RODNEY VILLA: Maintenance Leadman
Meeting Date: May 20,2026
Subject: Board Report for April, 2026

Notable Activity:

- At the South end we had eight USAs for the contractor that are installing the fiber optics.
- On Monday, April 20, we had a water main break on Cougar ct.
- There was a water lateral leak on Brown ct.
- There was also a water lateral leak at the end of the line on Cougar ct. caused by a major root intrusion.
- We did the annual 'backflow prevention test' at the fire department.

General Manager's Report

Verbal Only



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

TO: LSCSD BOARD OF DIRECTORS

MEETING DATE: May 20, 2026

FROM: General Manager, Rick Thompson

SUBJECT: Res 3-26: Consolidation of Director Election with 2026 General Election

Attached is a draft Resolution calling the LSCSD Board Member Election for November 3, 2026. Upon Board approval of the resolution, it will be submitted to the County Clerk's office. The deadline for this submittal is July 1, 2026.

The candidate filing period is July 13 to August 7, 2026. Incumbents who are seeking re-election and other candidates must file the required paperwork during this timeframe. All candidate paperwork will be available in the County Clerk's office.

I recommend the Board of Directors approve Resolution 3-26. I further recommend the Board of Directors direct staff to request the Siskiyou County Board of Supervisors consolidate this election with the General Election on November 3, 2026, and request the County Clerk to administer the election.



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

NOTICE OF GOVERNING BOARD MEMBER ELECTION

RESOLUTION 3-26

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LAKE SHASTINA COMMUNITY SERVICES DISTRICT DECLARING AN ELECTION BE HELD IN ITS JURISDICTION; REQUESTING THE BOARD OF SUPERVISORS TO CONSOLIDATE THIS ELECTION WITH ANY OTHER ELECTION CONDUCTED ON SAID DATE; AND REQUESTING ELECTION SERVICES BY THE COUNTY CLERK.

Section 1:

WHEREAS, the following persons hold an elected position in the Lake Shastina Community Services District, with the following expiration of term dates:

Name of Incumbent Office Holder	Date that Current Term Ends
Carol Cupp	December 1, 2028
David Tucker	December 4, 2026
John Uttech	December 4, 2026
Karla Chandler	December 4, 2026
Paula Mitchell	December 4, 2026

Section 2:

WHEREAS, this District Governing Body orders an election to be held in its jurisdiction on November 3, 2026; at which election the issue to be presented to the voters shall be:

NOMINATION OF CANDIDATES FOR THE GOVERNING BODY

- A. Said election shall be to fill a vacancy for the following Board Members who resigned and/or whose term(s) expired:

Incumbent's Name	Regular/Short Term
Paula Mitchell	Regular Term
John Uttech	Regular Term
Karla Chandler	Regular Term
David Tucker	Short Term

- B. Said Directors for this District are elected At Large (there are no divisions in the District; all voters within the District vote for all candidates).
- C. Said District has determined the following election particulars:
 - The length of the Candidate Statement shall not exceed 200 words.
 - The cost of the Candidate Statement shall be paid by the Candidate.
- D. Said District has determined the following election particulars:
 - In the case of a tie vote, the election shall be determined by runoff election.
 - The County Clerk is requested to provide election services; all applicable costs paid for by the District.
- E. The District hereby certifies that there have been no District boundary changes since our last election.

Section 3:

BE IT RESOLVED that the Board of Supervisors of the County of Siskiyou is hereby requested to:

1. Consolidate the election with any other applicable election conducted on the same day;
2. Authorize and direct the County Clerk, at the District's expense, to provide all necessary election services.

This Resolution shall be considered a Notice of Election and Specification of Election Order if applicable.

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 20th day of May 2026, by the following vote:

AYES:
NOES:
ABSENT:

Carol Cupp, President

ATTEST:

Richard Thompson, Secretary



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

TO: LSCSD BOARD OF DIRECTORS

MEETING DATE: May 20, 2026

FROM: General Manager, Rick Thompson

SUBJECT: Hazardous Vegetation Abatement Service Agreement

The Lake Shastina Fire Department (LSFD) inspects all developed and undeveloped properties within the District annually for compliance with Hazardous Vegetation Abatement Ordinance No. 1-18. Properties found to be out of compliance are issued a Notice of Violation and Order to Correct, Civil Fines and Penalties notice (collectively, a "citation") pursuant to Ordinance No. 2-18.

Upon receiving a citation, a property owner has three options to achieve compliance within the designated correction period:

- Perform the required abatement work personally;
- Engage a licensed private contractor to perform the work; or
- Contract with the Lake Shastina Fire Department to perform the work at the owner's expense.

A significant number of property owners select the third option. Until now, those arrangements have been handled verbally, the Fire Department schedules and performs the work, and the owner is billed after completion. This approach has resulted in a growing number of accounts where work has been completed but payment has not been received, with no written instrument in place to support collection efforts or lien recordation.

The absence of a signed, written agreement creates the following challenges:

- No documented consent to access the property, potentially exposing the District to trespass or property damage claims.
- No written acknowledgment of the owner's payment obligation, making collections difficult and any potential litigation harder to support.
- No express owner consent to the Special Assessment Lien remedy authorized by Ordinance No. 2-18, §1.01(D) and Government Code §53069.4, which is the District's most effective collection tool.
- No clear record of the scope of work agreed upon, leading to disputes about what was performed.
- No governing law, venue, or attorney's fees clause to protect the District if legal action becomes necessary.

Staff has developed a standardized Hazardous Vegetation Abatement Service Agreement and Authorization to Perform Work (Form FD-HVSA), a copy of which is attached. The Agreement will be presented to property owners at the time they elect to have the Fire Department perform abatement work on their behalf and must be signed before any work commences.

The Agreement addresses each of the identified deficiencies:

Property Access	Owner grants a documented, limited right of entry for the purpose of performing the Work.
Payment Obligation	Owner acknowledges and agrees in writing to pay actual costs plus the administrative charge within 30 days of invoice.
Special Assessment Lien	Owner expressly consents to lien recordation against the property in the event of non-payment, consistent with Ord. 2-18 and Gov. Code §53069.4.
Scope of Work	Work is described in writing at the time of signing, with an itemized cost estimate. A "For District Use Only" tracking block is included on the signature page.
Legal Protections	Governing law (California / Siskiyou County venue), attorney's fees clause, indemnification, and limitation of District liability.

Implementation of this Agreement is expected to have a positive fiscal impact. The primary benefit is improved recovery of abatement costs from property owners who elect Fire Department services. Secondary benefits include a stronger legal basis for Special Assessment Lien recordation, reducing the risk of uncollectible accounts becoming a District loss.

There is no direct cost to the District associated with implementing this Agreement. Staff time for administration is within existing operational capacity.

The Agreement has been drafted by staff and is being submitted to District legal counsel for review prior to implementation. Staff will not place the Agreement into active use until counsel has reviewed and approved the form, or until any recommended revisions have been incorporated. The Board will be notified of any material changes resulting from that review.

Upon completion of legal review and Board receipt of this memorandum, staff proposes the following implementation steps:

- Fire Department personnel will be trained on when and how to present the Agreement to property owners.
 - The Agreement will be executed in duplicate; one copy retained by the District as part of the citation file; one copy provided to the property owner.
 - Electronic or mailed signature will be accepted for out-of-area owners who are unable to sign in person, consistent with the Agreement's counterpart's clause.
 - Outstanding accounts where work has already been performed without a signed agreement will be reviewed by staff and legal counsel to determine appropriate collection options on a case-by-case basis.
 - The Agreement form will be reviewed periodically and updated as needed to reflect changes in District ordinances, state law, or operational practice.
-
- Attachment A — Hazardous Vegetation Abatement Service Agreement and Authorization to Perform Work (Form FD-HVSA, Rev. 1.0)
 - Attachment B — Hazardous Vegetation Abatement Ordinance No. 1-18 (for reference)
 - Attachment C — Civil Fines and Penalties Ordinance No. 2-18 (for reference)

HAZARDOUS VEGETATION ABATEMENT SERVICE AGREEMENT AND AUTHORIZATION TO PERFORM WORK

Lake Shastina Community Services District — Lake Shastina Fire Department

This Hazardous Vegetation Abatement Service Agreement and Authorization to Perform Work ("Agreement") is entered into as of the date last signed below, by and between:

Lake Shastina Community Services District, a California Special District acting through its Lake Shastina Fire Department ("District"); and

the property owner(s) identified below ("Property Owner" or "Owner").

PROPERTY AND CITATION INFORMATION

Property Owner(s):

Mailing Address:

City / State / Zip:

Phone Number:

Email Address:

Property Address /
Lot No.:

Assessor's Parcel
No. (APN):

Citation Number:

Date of Citation:

Compliance Due
Date:

Violation(s) Cited:

SECTION 1 — RECITALS

1. Authority. The Lake Shastina Community Services District has adopted Hazardous Vegetation Abatement Ordinance No. 1-18 and Civil Fines and Penalties Ordinance No. 2-18 (collectively, "the Ordinances"), which require property owners within the District to maintain their properties free of hazardous vegetation and to reduce the risk of wildfire.
2. Inspection and Citation. Following a fire safety inspection of the above-referenced property, the District determined that the property is not in compliance with the Ordinances and issued the citation identified above.
3. Owner's Options. The Owner has the option to: (a) perform the required corrective work personally; (b) engage a private contractor to perform the work; or (c) authorize the District's Fire Department to perform the work on the Owner's behalf, at the Owner's expense, pursuant to this Agreement.
4. Owner's Election. By signing this Agreement, the Owner elects Option (c) above and authorizes the District to perform the hazardous vegetation abatement work described herein.

SECTION 2 — SCOPE OF WORK

The District shall perform the following hazardous vegetation abatement work on the Owner's property ("Work"):

Description of Work to be Performed:

The District reserves the right to perform any additional work reasonably necessary to bring the property into compliance with the Ordinances, provided that the Owner is notified of any material scope additions prior to performing such additional work, except in cases where immediate action is required for public safety.

SECTION 3 — FEES AND PAYMENT

5. Estimated Cost. The District's estimated cost for the Work is:

Service Item	Estimated Hours	Estimated Cost
Labor (mowing, brushing, limbing)	_____	\$ _____
Equipment use	_____	\$ _____
Debris hauling / disposal	_____	\$ _____
Administrative charge	N/A	\$ _____
TOTAL ESTIMATED COST		\$ _____

6. Final Invoice. The estimate above is not a fixed-price contract. The Owner shall pay the District's actual costs of the Work performed, plus a reasonable administrative charge, as permitted under Ordinance No. 2-18, Section 1.01(D). The District shall provide the Owner with a final invoice following completion of the Work.
7. Payment Due Date. Payment in full is due within thirty (30) calendar days of the date of the final invoice ("Payment Due Date").
8. Late Charges. Any unpaid balance remaining after the Payment Due Date shall accrue interest at the rate of one and one-half percent (1.5%) per month (18% per annum) from the Payment Due Date until paid in full.
9. Special Assessment Lien. If the Owner fails to pay the final invoice within the time specified, the District may, pursuant to Ordinance No. 2-18, Section 1.01(D), and Government Code Section 53069.4, impose the actual costs of abatement, together with the administrative charge, as a Special Assessment upon the property. Such assessment shall constitute a lien against the property and shall be collected in the same manner as ordinary County taxes. The Owner acknowledges and consents to this remedy.
10. Civil Fines. Execution of this Agreement does not extinguish any civil fines or penalties already assessed under the citation identified above. Daily fines shall continue to accrue until the property is confirmed to be in compliance.

SECTION 4 — ACCESS AUTHORIZATION AND OWNER RESPONSIBILITIES

11. Property Access. The Owner hereby grants the District, its officers, employees, and designated contractors, a limited right of entry to the property identified above, for the purpose of performing the Work described in this Agreement and for any inspection necessary to confirm compliance.
 12. Scheduling. The District will make reasonable efforts to schedule and perform the Work before the Compliance Due Date set forth in the citation. Work shall be performed during regular business hours unless otherwise agreed in writing.
-

13. Owner's Preparation. The Owner is responsible for removing personal property, vehicles, animals, and any other items from the work area prior to the scheduled work date. The District shall not be liable for damage to items not removed by the Owner.
14. Notification. The District shall make a reasonable attempt to notify the Owner of the scheduled work date by telephone or email. Failure to reach the Owner shall not prevent the District from proceeding with the Work.

SECTION 5 — INDEMNIFICATION AND LIMITATION OF LIABILITY

15. Owner Indemnification. The Owner shall indemnify, defend, and hold harmless the District, its Board members, officers, employees, and agents from and against any and all claims, damages, losses, costs, or expenses (including reasonable attorney's fees) arising out of or related to: (a) the condition of the property prior to or after the Work; (b) the Owner's breach of any obligation under this Agreement; or (c) any pre-existing condition on the property.
16. District's Liability. The District shall perform the Work in a workmanlike manner. The District shall not be liable to the Owner for any consequential, incidental, or indirect damages arising from the performance of the Work. The District's liability, if any, shall not exceed the amount paid by the Owner under this Agreement.

SECTION 6 — GENERAL PROVISIONS

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Work and supersedes all prior oral or written representations, understandings, and agreements relating to the subject matter hereof.
18. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue for any dispute shall be Siskiyou County Superior Court.
19. Attorney's Fees. In any action to enforce this Agreement or to collect amounts due hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
20. Severability. If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.
21. Amendment. This Agreement may not be modified or amended except by a written instrument signed by authorized representatives of both parties.
22. Counterparts / Electronic Signatures. This Agreement may be executed in counterparts. Electronic or digital signatures shall be deemed original signatures for all purposes.
23. Authority to Sign. Each party represents and warrants that the person signing this Agreement on their behalf has full authority to do so and to bind the party.

OWNER ACKNOWLEDGMENT

BY SIGNING BELOW, THE PROPERTY OWNER(S) ACKNOWLEDGE AND AGREE THAT: (1) they have read and understand this Agreement in its entirety; (2) they voluntarily authorize the Lake Shastina Fire Department to perform the hazardous vegetation abatement work described herein; (3) they are legally obligated to pay the District's actual costs, plus the administrative charge, upon receipt of the final invoice; (4) failure to pay may result in a Special Assessment Lien recorded against the property; and (5) this Agreement is a binding legal contract.

SIGNATURES

PROPERTY OWNER

Signature

Printed Name

Date

CO-OWNER / AUTHORIZED REPRESENTATIVE (if applicable)

Signature

Printed Name / Title

Date

LAKE SHASTINA COMMUNITY SERVICES DISTRICT

Lake Shastina Fire Department

Fire Chief / Authorized Representative Signature

Printed Name / Title

Date

FOR DISTRICT USE ONLY

Work Date:	
Work Complete:	
Invoice Date:	
Invoice Amount:	
Payment Rcvd:	
Lien Filed:	Y / N

Questions? Contact the Lake Shastina Fire Department at (530) 938-3161 or captain@lakeshastinacsd.gov



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

ORDINANCE NO. 1-18

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE LAKE SHASTINA COMMUNITY SERVICE DISTRICT ESTABLISHING A HAZARDOUS VEGETATION ABATEMENT ORDINANCE.

WHEREAS, the Lake Shastina Community Services District has been classified as being a *Very High or High Fire Hazard Severity Zone* (Cal Fire, 2007); and

WHEREAS, the Board of Directors seeks to protect its citizens from the devastating effects of fire in the communities; and

WHEREAS, the purpose of this Ordinance is to establish the minimum requirements consistent with California State and nationally recognized good practices to safeguard the public health, safety and general welfare from the hazards of fire and to provide safety and assistance to fire fighters.

NOW, THEREFORE BE IT ORDAINED that the Board of Directors adopts the following Ordinance, known as the Lake Shastina Community Services District Hazardous Vegetation Abatement Ordinance, and attached hereto as Exhibit A.

It is hereby certified that the forgoing Ordinance No. 1-18 was duly introduced at a regular meeting of the Lake Shastina Community Services District on 18th of April, 2018 and adopted at a regular meeting of the Lake Shastina Community Services District on 16th of May, 2018

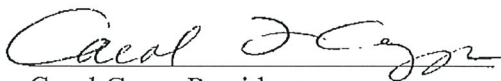
ROLL CALL VOTE

AYES: Directors Cupp, Lewis, MacIntosh, Mitchell and Thompson

NOES: None

ABSENT: None

Lake Shastina Community Services District by:


Carol Cupp, President

ATTEST



Michael Wilson, District Secretary

Lake Shastina Community Services District
HAZARDOUS VEGETATION ABATEMENT ORDINANCE

INDEX

Article 1. Title and Scope	
Sec. 1.01. Title	2
Sec. 1.02. Application and Scope	2
Sec. 1.03. Purpose.....	2
Article 2: Definitions	
Sec. 2.01. Defensible Space	2
Sec. 2.02. Fire Chief	2
Sec. 2.03. Fuel	2
Sec. 2.04. Ladder Fuels	3
Sec. 2.05. Modify or Abate	3
Sec. 2.06. Native Brush	3
Sec. 2.07. Property Owner	3
Sec. 2.08. Shrub	3
Sec. 2.09. Vacant Parcel	3
Sec. 2.10. Wildfire	3
Sec. 2.11. Wildland-Urban Interface (WUI)	3
Article 3. Applicable California Codes	
Sec. 3.01. Applicable California Codes.....	3
Article 4. Duties of LSCSD Fire Chief	
Sec. 4.01. Fire Chief Responsibility to Ordinance	4
Article 5. Responsibility of Property Owners	
Sec. 5.01. Specifics of Property Owner Compliance	4
Article 6. Enforcement of Compliance	
Sec. 6.01. Administration by Fire Chief.....	6
Sec. 6.02. Right of Entry for Inspection	7
Sec. 6.03. Notice of Violation	7
Sec. 6.04. Implementation of Violation Compliance	7
Sec. 6.05. Violation Penalties	8

Article 1. Title and Scope

Sec. 1.01. Title

This Ordinance shall be known as the “Lake Shastina Community Services District Hazardous Vegetation Abatement Ordinance.”

Sec. 1.02. Application and Scope

The provisions of this Ordinance shall apply to the unincorporated area of Siskiyou County known as Lake Shastina Community Services District (LSCSD or District), to any property owner, property manager or business property within the District.

Sec. 1.03. Purpose

The LSCSD is an area of high winds, low humidity and is designated in the Wildland Urban Interface (WUI). The LSCSD has been classified as being a *Very High or High Fire Hazard Severity Zone* (Cal Fire, 2007). Lake Shastina has over 1,200 homes and over 2,600 vacant parcels in four different home and property owner associations. The District includes The Lake Shastina Golf Resort and Course, which comprises the resort buildings, the golf course and areas of raw land. In addition, there are numerous private properties, varying in acreage, both developed and undeveloped. Eight different major wildland fires have threatened Lake Shastina in the last thirteen years, including the Hoy, Hotlum and Boles Fires. The purpose of this code is to establish the minimum requirements consistent with California State and nationally recognized good practices to safeguard the public health, safety and general welfare from the hazards of fire and to provide safety and assistance to firefighters.

Article 2: Definitions

Sec. 2.01. Defensible Space

Defensible Space is a natural and/or landscaped area, around a structure, that has been maintained and designed to reduce fire danger. Defensible space is used in the context of wildfires, especially in the Wildland-Urban Interface (WUI). This defensible space reduces the risk that fire will spread from one area to another or from a structure to landscape/wildland (or vice versa) and provides firefighters access and a safer area, from which to defend a threatened area. Firefighters may need to forgo attempts to protect structures without adequate defensible space, as it may be highly unsafe for personnel and less likely to succeed, especially in a large fire.

Sec. 2.02. Fire Chief

The current LSCSD Fire Department Chief, or his or her designee.

Sec. 2.03. Fuel

Vegetative material, live or dead, which is combustible.

Sec. 2.04. Ladder Fuels

A firefighting term for live or dead vegetation that allows a fire to climb up from the landscape or forest floor into the tree canopy. Common fuel ladders include tall grasses, shrubs and tree branches, both living and dead.

Sec. 2.05. Modify or Abate

Shall mean any action that physically affects a tree or plant, ranging from pruning or thinning, to complete removal (other than removal of the root ball).

Sec. 2.06. Native Brush

Refers to scrub vegetation, as well as any species that the Fire Chief determines to be a fire hazard. Determinations shall be made based on considerations of plant being (i) threatened or endangered; (ii) a fire, health or safety hazard to the District; (iii) a potential adverse impact on health, safety or welfare of persons or property, including neighbors.

Sec. 2.07. Property Owner

Means any person(s), firm, corporation or entity, including, without limitation, any homeowner's association that has any legal or equitable interest in real property, as shown on public records.

Sec. 2.08. Shrub

A low, usually several-stemmed, woody plant branching from or near the ground, smaller than a tree. Certain species are considered both brush and shrubs. Juniper bushes are a shrub.

Sec. 2.09. Vacant Parcel

Means a parcel(s) of property currently undeveloped or unimproved by any buildings or structures.

Sec. 2.10. Wildfire

A large, destructive fire that spreads quickly over woodland or brush.

Sec. 2.11. Wildland-Urban Interface (WUI)

A WUI refers to the zone of transition between wildland vegetation and urban development. Communities that are within 0.5 miles (0.80 km) of the zone may also be included. These lands and communities adjacent to and surrounded by wildlands are at a higher risk of wildfires.

Article 3: Applicable California Codes

Sec. 3.01. Applicable California Codes

Property owners and property occupants are required to comply with the following State Law:

- (a) California Fire Code (CFC), Chapter 3, Section 304.1.2

Vegetation. Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirements in urban-wildland interface areas shall be in accordance with CFC, Chapter 49, Requirements for WUI Fire Area

- (b) California Public Resources Code (PRC), Section 4291

- (c) California Government Code (GC), Section 51182

- (d) California Building Code (BC), Section 2113.9.2; Spark Arresters

All chimneys attached to any appliance or fireplace that burns solid fuel shall be equipped with an approved spark arrester. The net free area of the spark arrester shall be not less than four times the net free area of the outlet of the chimney flue it serves. The spark arrester screen shall have heat and corrosion resistance equivalent to 12-gauge wire, 19-gauge galvanized steel or 24-gauge stainless steel. Openings shall not permit the passage of spheres having a diameter larger than 1/2 inch nor block the passage of spheres having a diameter of less than 3/8 inch.

Article 4. Duties of LSCSD Fire Chief

Sec. 4.01. Fire Chief Responsibility to Ordinance.

Included in the duties of the LSCSD Fire Chief is the task of improving the health, safety and welfare of the Lake Shastina Community Services District by initiating, supporting and enforcing all fire safety preventative measures included in the Ordinance and the codes referred to herein. The Fire Chief, or his/her designee, is hereby designated the enforcement officer for LSCSD Hazardous Vegetation Abatement Ordinance.

Article 5. Responsibility of Property Owners

Sec. 5.01. Specifics of Property Owner Compliance.

The property owner is required to be responsible for complying with the Ordinance and codes, to secure the protection and safety of their structures and/or parcels, in the event of a fire.

- (a) Provide 100 feet of defensible space around all occupied structures and buildings on their property, or to the property line if it is less than 100 feet from any structure.

- (b) Modify or reduce the amount of fuel within 30 feet of any building or structure, providing separation between fuel types and/or reshaping retained fuels/vegetation by trimming. All dead, dying and loose surface fuels, including branches, pine cones, grasses and grass cuttings shall be eliminated. A 3-inch layer of pine needles for surface coverage is acceptable, beyond 10 feet of any structure, however, deeper depths are considered a hazard.
- (c) Removal of leaves, needles and dead materials from roofs (notably roof valleys) and gutters of structures.
- (d) Arranging planted and native trees, shrubs and other fuel sources in a way that makes it difficult for fire to transfer from one fuel source to another. This does not mean cutting down all trees and shrubs or creating a bare ring of soil across the property.
- (e) When a building is less than 100 feet from a property line and combustible vegetation on an adjacent parcel presents a fire hazard for the building, the owner of the adjacent parcel where the hazard exists shall be responsible for fuel modification on their land which is within 100 feet of the occupied structure to the extent required by these guidelines.
- (f) Juniper shrubs and highly flammable native brush shall not be planted or maintained within 15 feet of any structure, including any deck or patio.
- (g) Property owners of vacant parcels are required to maintain the amount of fire fuels on their property consistent with the fuel treatment guidelines.
- (h) Vacant lots, within the developments, and undeveloped raw land properties, shall be abated similarly to the specifications within PRC 4291 for the space identified as 30-100 feet. All native brush and shrubs shall be maintained in a manner which minimalizes fire risk, by removing dead branches and twigs, modifying lower foliage of branches, and selectively pruning to reduce plant density, or total removal.
- (i) Horizontal spacing of shrubs shall be maintained such that the space between two shrubs shall be a minimum of two times the height of the tallest shrub. Groups of shrubs clumped together shall be modified so that the diameter does not exceed 15 feet.
- (j) Isolated shrubs, which are thinned and maintained, and are not deemed to constitute a fire hazard by the Fire Chief, will not warrant abatement.
- (k) All trees shall be pruned a minimum of 10 feet away from roof, eave or exterior siding, depending on the tree's physical or flammable characteristics and the building construction features. All branches shall be removed within 10 feet of a fireplace chimney or wood stove pipe.
- (l) Tree Spacing Guidelines for thinning are determined by steepness of slope. The measurement is from trunk to trunk. Property owners residing within the LSCSD are required to adhere to their respective association's rules and regulations regarding any tree removal.
 - 1) Flat or gently sloping (0-20%); 10 feet of spacing.
 - 2) Moderately sloping (21-40%); 20 feet of spacing.
 - 3) Steep slope (+ 41%); 30 feet of spacing.
- (m) In areas with a continuous tree canopy, any tree taller than 45 feet should have all branches lower than twelve to fifteen feet from the ground pruned back to the trunk. A tree shorter than 45 feet should be pruned to remove any live or dead

branches up to 1/3 of its total height. For non-continuous canopy areas, tree branches shall be pruned up to 1/3 the height of the tree. Trees over 20 feet must be "limbed" up at least six feet.

- (n) The distance between lower tree limbs and surface fuels shall have a clearance of 4 to 40 feet, with a minimum clearance of three times the height of the underlying brush and grasses, depending on slope and vegetation, to prevent fire from moving from shorter fuels to taller fuels, identified as ladder fuels.
- (o) EXEMPTION: Deciduous, non-native trees and Spruce trees that have all forest litter removed from underneath the base of the tree, the height of pruning can be reduced by 50%.
- (p) ENVIRONMENTAL EXEMPTIONS: The brush or shrub modification must not result in:
 - 1) The taking of endangered, rare or threatened plant or animal species.
 - 2) Significant erosion and sedimentation of surface waters. The owner of each piece of real property shall, when performing modifications required by this Ordinance, keep soil disturbance to a minimum, especially on steep slopes. Erosion control techniques shall be utilized to help reduce soil erosion and plant re-growth.
- (q) Unimproved parcels, which are adjacent to roadways, and those determined by the Fire Chief to be necessary for the safe ingress and egress to any area, may be identified for access abatement. Included are brush and small tree removal, and the pruning of branches of large trees that extend beyond property boundaries and overhang into easements and/or roadways.
- (r) Excessive clearing should be avoided on steep slopes, so as not to cause erosion.
- (s) Wood piles should be at least 10 feet from any structures.
- (t) A 3/8-inch to 1/2-inch spark arrestor shall be fitted on chimney and stove pipe caps. This will reduce the chance of burning embers escaping from your fire source and igniting a wildfire or a neighbor's home.
- (u) Coals and ashes from fireplaces, wood stoves and outdoor fire pits shall be placed in a noncombustible container, with a tight fitting lid, until completely extinguished. While cooling, this container should be placed at least 10 feet from any structure or combustible vegetation. No ashes or coals may be dumped in any common area or hazardous fuel area. Buried coals and ashes must be covered by at least one foot of soil and at a distance of no less than 25 feet from any structure or combustible vegetation.
- (v) Violation of these provisions will constitute a public nuisance.

Article 6: Enforcement of Compliance

Sec. 6.01. Administration by Fire Chief.

The LSCSD Fire Chief will administer the necessary provisions of compliance and enforcement regarding the codes included in this Ordinance.

- (a) Any and all aspects of violation of this Ordinance shall be the responsibility of the property owner, including compliance costs and fines incurred.
- (b) The Fire Chief shall assess and enforce provisions of this Ordinance with respect to Defensible Space, including trees, shrubs, debris, firewood and spark arresters,

as deemed necessary for the public health, safety and welfare of the residents of the LSCSD.

- (c) The Fire Chief shall assess and enforce provisions of this Ordinance with respect to fuels including trees, shrubs, debris, firewood and grasses on all properties, both developed and undeveloped, as deemed necessary for the public health, safety and welfare of the residents of the LSCSD.
- (d) The Fire Chief shall be authorized to enter upon private property in order to notify owner and/or occupant of an inspection, to conduct an inspection and to perform abatement / modification or any other action necessary or convenient to the administration and enforcement of this Ordinance.

Sec. 6.02. Right of Entry for Inspection; Applicability – Procedure Required

- (a) Right of Entry for Inspection; Applicability- Procedure required. Whenever necessary to make an inspection to enforce this Ordinance, any pertaining resolution, or whenever there is reasonable cause to believe there exists a hazardous vegetation safety violation, within the jurisdiction of the District, the Fire Chief may, upon presentation of proper credentials, enter the property, at all reasonable times, to inspect the same or to perform any duty imposed upon him by the Ordinance. With the exception of emergency situations or when the consent of the owner and/or occupant to the inspection has been otherwise obtained, he shall give the owner and/or occupant, if they can be located after reasonable effort, a 24 hours written notice of the intention to inspect. The notice transmitted to the owner and/or occupant shall state that the property owner has the right to refuse entry and that in the event such entry is refused, inspection may be made only upon issuance of an inspection warrant by a duly authorized magistrate. In the event the owner and/or occupant refuses entry, after such request has been made, the Fire Chief is hereby empowered to seek assistance from any court of competent jurisdiction in obtaining such entry.

Sec. 6.03. Notice of Violation

When the Fire Chief identifies any property that is in violation of the codes of this Ordinance, he or she is authorized to prepare a written notice of violation describing the conditions deemed unsafe. This notice of violation, issued pursuant to this Ordinance, shall be served upon the owner or other person responsible for the condition or violation, either by personal service, mail or by delivering the same to and leaving it with, some person of responsibility upon the premises. A compliance date will be included.

Sec. 6.04. Implementation of Violation Compliance

If compliance of the violation is not complied with by the designated compliance date, the Fire Chief is authorized to either abate the property with fire department personnel or a LSCSD designated contractor. All costs related to the abatement are the responsibility of the owner.

Sec. 6.05. Violation Penalties:

- (a) The enforcement remedy of civil fines and penalties established in this chapter shall be in addition to any other administrative or judicial remedy provided by law, including, but not limited to, abatement actions.
- (b) Any person violating any provision of this code, as amended from time to time, may be subject to the assessment of civil fines and penalties pursuant to the administrative procedures established in this chapter and authorized by Government Code Section 53069.4.
- (c) In any action brought under District code against the owner of the parcel, the prevailing party shall be awarded attorney's fees and costs.
- (d) Each and every day a violation of this code exists constitutes a separate and distinct violation.
- (e) In any action brought under this code where attorney's fees and costs have been ordered, the LSCSD Board of Directors may order the cost of the abatement to be specially assessed against the parcel in accordance. The assessment may be collected at the same time and in the same manner as LSCSD Fire Department billing, and shall be subject to the same penalties and the same procedure and sale in the case of delinquency as are provided for ordinary taxes. All laws applicable to the levy, collection and enforcement of county taxes are applicable to the special assessment.
- (f) Civil Fines: A violation of this Ordinance is an infraction punishable by a fine of one hundred dollars (\$100). If a person(s) is determined to have a second violation of the Ordinance within five years, that person(s) shall be punished by a fine two hundred fifty dollars (\$250). If a person(s) is determined to have violated the Ordinance a third time within five years, that person(s) shall be punished by a fine of five hundred dollars (\$500).
- (g) The owner of the property shall have the right to appeal any venality pursuant to the District's codes/ordinances.



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

ORDINANCE NO. 2-18

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE LAKE SHASTINA COMMUNITY SERVICE DISTRICT ESTABLISHING AN ABATEMENT, ADMINISTRATIVE APPEAL AND COLLECTION PROCEDURE.

WHEREAS, the Lake Shastina Community Services District has adopted ordinances that require the assessment of penalties, fines and fees for violation of regulations that prohibit hazardous vegetation and protect the health and safety of the District citizens; and

WHEREAS, it is of paramount importance that the citizens have the right to appeal these findings and monetary assessments, and it is of vital importance that the District have a mechanism to enforce penalties and collect the fines and fees.

NOW, THEREFORE BE IT ORDAINED that the Board of Directors adopts the following Ordinance, creating an administrative appeal process, establishing collection procedures for administrative fines, and providing regulations for abatement, and attached hereto as Exhibit A.

It is hereby certified that the forgoing Ordinance No. 2-18 was duly introduced at a regular meeting of the Lake Shastina Community Services District on 18th of April, 2018 and adopted at a regular meeting of the Lake Shastina Community Services District on 16th of May, 2018

ROLL CALL VOTE

AYES: Directors Cupp, Lewis, MacIntosh, Mitchell and Thompson
NOES: None
ABSENT: None

Lake Shastina Community Services District by:



Carol Cupp, President

ATTEST



Michael Wilson, District Secretary

ABATEMENT, ADMINISTRATIVE APPEAL AND COLLECTION PROCEDURE

1.01. Abatement.

- A. Whenever a Lake Shastina Community Services District (District) Code Enforcement Official deems it necessary, shall issue a "notice to abate" by certified mail to the property owner as his or her name appears on the last equalized assessment roll and to the address as shown in the records of the County Assessor. This shall constitute a notice of violation.
- B. Any person receiving the notice to abate shall have the right to appeal such notice pursuant to 1.02 Appeal Procedures.
- C. If at the end of the time allowed for compliance in the notice to abate, or as extended in the case of appeal, or as specified by the Board of Appeals, compliance has not been accomplished, the officer issuing the notice to abate may order the hazardous vegetation abated. This can be done through private contractor or District staff.
- D. When the abatement has been completed, the officer shall provide to the District Clerk an itemized statement covering the cost of the work for such abatement. The actual cost of such removal and a reasonable administrative charge may be imposed as a Special Assessment upon the property, and such property shall be subject to a Special Assessment Lien.

1.02. Appeal Procedure.

- A. Any person (the "appellant") upon whom a notice of violation is served by District may appeal the findings, determinations and/or amount of potential fines and penalties set out in the notice of violation pursuant to the procedures set forth in this section. The appellant must file a written appeal with the District General Manager within ten working days of personal service or the date of mailing of the notice of violation. The written appeal shall contain:
 - 1. A brief statement setting forth the interest the appealing party has in the matter relating to the imposition of the penalty;
 - 2. A brief statement of the material facts which the appellant claims support his or her contention that no administrative penalty should be imposed or that an administrative penalty of a different amount is warranted; and
 - 3. An address at which the appellant agrees notice of any additional proceeding or an order relating to imposition of the administrative penalty may be received by first class mail.
- B. The written appeal must be accompanied by payment of a fee as set pursuant to Government Code Section 54954.6 (a)(1)(A) and other relevant code sections. Failure to comply with the requirements of this paragraph within the ten days for filing an appeal set forth in subsection A of this section shall constitute a waiver of the right to appeal.

- C. An appeal of a notice of violation shall be heard by the Board of Appeals. The Board of Appeals shall constitute one individual appointed by the Board of Directors. The District is authorized to enter into a contract with an individual, company or firm to provide hearing officer services, provided the individual, company or firm adopts and follows adequate procedures for maintaining neutrality and avoiding conflicts of interest. The issuer of the Notice of Violation shall not sit on the Board of Appeals.
- D. The appeal hearing shall be set no sooner than twenty calendar days following receipt of the written appeal, unless a different date is mutually agreed upon by the appellant and Board of Appeals. Notice of the appeal hearing shall be mailed by registered mail at least fifteen calendar days before the date set for the hearing. Failure of the appellant to appear timely will cause the notice of violation and the assessment of administrative fines and penalties to become a final order or decision.
- E. In reviewing the notice of violation, Board of Appeals shall consider the factors set forth above, and shall uphold, withdraw, or modify the notice of violation and fines and penalties specified by that notice. The Board of Appeals shall serve a copy of his or her written decision on the appellant. The Board of Appeals' decision shall be mailed by registered mail and shall be deemed served within five working days after the date it was mailed to the address provided by the appellant.
- F. The decision of the Board of Appeals shall constitute the administrative order or decision of the local agency within the meaning of Government Code Section 53069.4(b)(1) and (c) and shall be final unless appealed. Any person aggrieved by a final administrative order or decision imposing an administrative fine may seek relief from the Superior Court.

1.03. Collection.

When an administrative fine or penalty becomes a final order under this section, or Government Code Section 53069.4, the District may proceed to collect the fine or penalty as follows:

- A. The District may commence a civil action to enjoin and/or collect the administrative fines and penalties; in the event a civil action is commenced to collect the administrative fines and penalties, the District shall be entitled to recover all costs associated with the collection of the fines and penalties. Such costs include, without limitation, staff and counsel time incurred in the collection of the penalty, attorney fees for processing the civil action, and those costs set forth in Code of Civil Procedure Section 1033.5.
- B. The amount of any unpaid final administrative fine, plus interest, plus any other costs as provided in this chapter, may be declared a lien on any real property owned by the property owner within the District against whom an administrative penalty has been imposed as follows:
 1. Notice shall be given to the property owner before recordation of the lien, and shall be served in the same manner as a summons in the civil action pursuant to Code of Civil Procedure Section 415.10 *et seq.*,
 2. The lien shall attach when the District records it with the County recorder's office. The lien shall specify the amount of the lien, the date of the code violations, the date of the final decision, the street address and/or legal description, and

assessor's parcel number of the parcel on which the lien is imposed, and the name and address of the record owner of the parcel; and

3. In the event that the lien is discharged, released or satisfied, either through payment or foreclosure, the District shall record a notice of the discharge containing the information specified in subsection B.
- C. The District may withhold issuance of discretionary licenses, permits and other entitlements to the property owner on any project, property or application of any kind whenever an administrative penalty remains unpaid.
- D. The District may take such other actions as are allowed for enforcement of a civil judgment, such as is provided for pursuant to the Enforcement of Judgment Law, California Code of Civil Procedure section 680.010 *et seq.*
- E. In any action brought under county code where special assessments, attorney's fees and costs have been ordered, the District may order the costs to be specially assessed against the parcel. The assessment may be collected at the same time and in the same manner as ordinary county taxes are collected, and shall be subject to the same penalties and the same procedure and sale in the case of delinquency as are provided for ordinary county taxes. All laws applicable to the levy, collection, and enforcement of county taxes are applicable to the special assessment.
- F. In any action brought under District code against the occupier or owner of the parcel or both, the prevailing party shall be awarded attorney's fees and costs in accordance with California Government Code § 25845(b) and (c).



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

TO: LSCSD BOARD OF DIRECTORS

MEETING DATE: May 20, 2026

FROM: General Manager, Rick Thompson

SUBJECT: Customer Community Portal Transition -Caselle Community Portal with Zift Payments

The District has utilized Xpress Billpay as its online customer payment platform for a number of years. While this system has served a functional role, it presents limitations in integration, customer experience, and features that have constrained staff efficiency and customer satisfaction. Following evaluation of available alternatives compatible with the District's Caselle financial management system, staff identified the Caselle Community Portal with Zift payment processing as the optimal replacement solution.

The transition effective date of July 1, 2026 aligns with the start of the District's new fiscal year and provides a clean transition for accounting and reconciliation purposes.

An initial notification of the upcoming transition was included with the most recent billing cycle, encouraging them to watch for additional information. Staff is now developing an education campaign to ensure customers are prepared for the change well in advance of the cutover. Planned outreach includes bill insert reminders, website updates, direct email communications, and social media posts.

The Caselle Community Portal represents a significant upgrade in the District's customer-facing payment and account management capabilities. Advantages over Xpress Billpay include:

- **Native Integration with District Financial Systems.** The Portal is built by the same vendor as the District's core financial and utility billing software. This native integration eliminates the data synchronization delays and manual reconciliation steps required with Xpress Billpay, reducing staff workload and the potential for posting errors.
- **Expanded Self-Service Account Management.** Customers will be able to view account history, review past bills, and track consumption data directly through the Portal, capabilities not available through Xpress Billpay. This reduces inbound calls to District staff for routine account inquiries.
- **Improved Payment Options.** The Zift payment processor supports a broader array of payment methods, including ACH/eCheck, credit and debit cards, and recurring autopay enrollment with greater flexibility than the current system. Customers can manage their own autopay settings without contacting the District office.

- **Modern, Mobile-Friendly Interface.** The Portal is designed for use across devices, including smartphones and tablets, providing a more accessible experience for customers who prefer to manage their accounts on mobile devices, an area where Xpress Billpay has been limited.
- **Enhanced Security and Compliance.** Zift maintains current PCI-DSS compliance standards for payment card processing, and the Portal architecture reduces the District's exposure to payment data by tokenizing card information rather than storing raw payment credentials.
- **Paperless Billing Enrollment.** Customers will have a streamlined path to enroll in electronic billing through the Portal, supporting the District's interest in reducing printing and postage costs while providing customers with faster access to their bills.
- **Real-Time Payment Confirmation.** Payments processed through Zift post with real-time confirmation to customers and are reflected in the Caselle billing system without the batch processing delays experienced with the current platform.

The transition to the Caselle Community Portal with Zift payments represents an improvement in service delivery to District customers and an operational benefit to staff.