



SCOTIA COMMUNITY SERVICES DISTRICT
NOTICE IS HEREBY GIVEN THAT A
REGULAR MEETING
OF THE BOARD OF DIRECTORS

WILL BE HELD AT: 122
MAIN STREET SCOTIA,
CALIFORNIA

Thursday, March 16, 2017
Regular Meeting at 5:30 P.M.

AGENDA

- A. **CALL TO ORDER/ ROLL CALL** The Presiding officer will call the meeting to order and call the roll of members to determine the presence of a quorum.

PLEDGE OF ALLEGIANCE

- B. **SETTING OF AGENDA**

The Board may adopt/ revise the order of the agenda as presented.

- C. **CONSENT CALENDAR**

C1. Approval of Minutes from Previous Meetings

p. 3

February 16, 2017

- D. **PUBLIC COMMENT & WRITTEN COMMUNICATION**

Regularly scheduled meetings provide an opportunity for members of the public to directly address the SCSD Board Members on any action item that has been described in the agenda for the meeting, before or during consideration of that item, or on matters not identified on the agenda within the Board jurisdiction. Comments are not generally taken on non-action items such as reports or information. Comments should be limited to three minutes.

- E. **PUBLIC HEARING – NONE**

- F. **BUSINESS**

F1. New Business –

- a. Utility Corridor Project presentation from Gregory Hufford with SHN p. 7
- b. Planwest Staffing Contract p. 8
- c. TOS/SCSD Staffing Agreement p. 17
- d. Lease Agreement with TOS for SCSD Parks and Theater Facilities p. 18
- e. ACWA Insurance Quote p. 19
- f. Elections Legislation
- g. Water Ordinance 2015-2 Amendment for Cross Connection Control Plan

F2. Old Business – NONE

- G. **REPORTS**

No specific action is required on these items, but the Board may briefly discuss any particular item raised.

1. President's Report:

AGENDA FOR MEETING OF THE SCSD BOARD OF DIRECTORS

March 16, 2017

POSTED at 5:00 PM March 13, 2017

2. Board Director Reports:
3. Interim Manager's Report: set/confirm Special Meeting March 30, 2017
4. Special Counsel's Report:
5. Engineer's Report:
6. Fire Chief's Status Report:
7. Board Clerk Report: SDRMA Insurance Quote

H. ADJOURN TO CLOSED SESSION

1. Call to Order
2. Roll Call
3. Government Code §54956.8 Real Property Negotiations. Agency Negotiators: Stephen C Tyler, Tracy M Boobar, & President Rick Walsh. Negotiating Parties: Scotia Community Services District & Town of Scotia Company LLC.
4. Closed Session Discussion

I. ADJOURN TO OPEN SESSION

1. Report out of Closed Session

J. ADJOURNMENT

Next Regular Meeting of the SCSD will be April 20, 2017 at 5:30 PM. A Special meeting may be held prior to that.

Notice regarding the Americans with Disabilities Act: The District adheres to the [Americans with Disabilities Act](#). Persons requiring special accommodations or more information about accessibility should contact the District Office. Notice regarding Rights of Appeal: Persons who are dissatisfied with the decisions of the SCSD Board of Directors have the right to have the decision reviewed by a State Court. The District has adopted [Section 1094.6](#) of the [Code of Civil Procedure](#) which generally limits the time within which the decision may be judicially challenged to 90 days.

Minutes of the Regular Board Meeting of the
Scotia Community Services District
Thursday, February 16, 2017
Regular Meeting at 5:30 P.M.

A. CALL TO ORDER/ ROLL CALL/ PLEDGE OF ALLEGIANCE

The regular meeting of the Board of Directors of the Scotia Community Services District convened at 5:30 pm with the following directors in attendance:

Diane Bristol	Director - present
Gayle McKnight	Director – present
Paul Newmaker	Director – present
Susan Pryor	Director – present
Rick Walsh	President – absent

Staff: TB, SCT, LM

B. SETTING OF AGENDA - None

C. CONSENT CALENDAR

C1. Approval of Minutes from Previous Meetings

January 19, 2017

February 2, 2017

Motion: Motion to approve consent calendar

Motion: Pryor **Second:** Bristol

Motion Vote: Ayes – Bristol, McKnight, Newmaker, Pryor **Opposed – 0** **Absent - Walsh**
Abstain - 0

D. PUBLIC COMMENT & WRITTEN COMMUNICATION - None

E. PUBLIC HEARING –

E1. Proposition 218 Public Hearing for Proposed User Fees and Assessments

The Board will hold a public hearing for the proposed User Fees (Water and Wastewater) and Assessments (Storm Drainage). The procedures for this public hearing are summarized below:

- Chair announces and opens public hearing – 5:34pm
- Staff presentation
- Board receives public testimony and may impose reasonable time limits on both the length of the entire hearing and the length of each speaker’s testimony. - NONE
- Chair requests “last call” for final submittal of all ballots, and closes public hearing. – 5:35pm
- Chair calls recess for tabulation to be held in the SCSD conference room (next door; open to the public). – RECESS 5:35pm – 6:50pm
- Clerk tabulates ballots and provides results to Chair.
- Chair calls meeting back to order, and announces the results and whether a majority protest exists.
- Board discusses item and directs staff to bring final resolutions for adoption.

Results:

Water – passed Wastewater – passed Storm Drainage - passed

E2. Resolutions Presenting the results of Proposed User Fees and Assessments

Resolution 2017-1: A Resolution of the Scotia Community Services District Board of Directors Accepting the Proposition 218 Results for Water User Fees

Resolution 2017-2: A Resolution of the Scotia Community Services District Board of Directors Accepting the Proposition 218 Results for Wastewater User Fees

Resolution 2017-3: A Resolution of the Scotia Community Services District Board of Directors Accepting the Proposition 218 Results for Storm Drainage Assessment

No Public Comment

Motion: Motion to adopt Resolution 2017-1: A Resolution of the Scotia Community Services District Board of Directors Accepting the Proposition 218 Results for Water User Fees

Motion: Newmaker **Second:** Bristol

Motion Vote: **Ayes** – Bristol, McKnight, Newmaker, Pryor **Opposed** – 0 **Absent** - Walsh
Abstain - 0

Motion: Motion to adopt Resolution 2017-2: A Resolution of the Scotia Community Services District Board of Directors Accepting the Proposition 218 Results for Wastewater User Fees

Motion: Pryor **Second:** Newmaker

Motion Vote: **Ayes** – Bristol, McKnight, Newmaker, Pryor **Opposed** – 0 **Absent** - Walsh
Abstain - 0

Motion: Motion to adopt Resolution 2017-3: A Resolution of the Scotia Community Services District Board of Directors Accepting the Proposition 218 Results for Storm Drainage Assessment

Motion: Bristol **Second:** Pryor

Motion Vote: **Ayes** – Bristol, McKnight, Newmaker, Pryor **Opposed** – 0 **Absent** - Walsh
Abstain - 0

F. BUSINESS

H1. New Business –

- a. **Motion to e-mail Town of Scotia permitting Scotia School, on behalf of the CSD, to continue to use the Winema Theater in 2017 for graduation ceremonies.**

Motion: Motion to e-mail Town of Scotia permitting Scotia School, on behalf of the CSD, to continue to use the Winema Theater in 2017 for graduation ceremonies

Motion: Newmaker **Second:** Pryor

Motion Vote: **Ayes** – Bristol, McKnight, Newmaker, Pryor **Opposed** – 0 **Absent** - Walsh
Abstain - 0

H2. Old Business –

- a. **Second Reading and consider adoption of Ordinance 2017-1: An Ordinance of the Board of Directors of the Scotia Community Services District Adopting Title V – Streets and Street Lighting**

Motion: Motion to adopt by title only

Motion: Newmaker **Second:** Bristol

Motion Vote: **Ayes** – Bristol, McKnight, Newmaker, Pryor **Opposed** – 0 **Absent** - Walsh
Abstain - 0

Motion: Motion to adopt Ordinance 2017-1: An Ordinance of the Board of Directors of the Scotia Community Services District Adopting Title V – Streets and Street Lighting

Motion: Bristol **Second:** Pryor

Motion Vote: Ayes – Bristol, McKnight, Newmaker, Pryor **Opposed – 0** **Absent - Walsh**
Abstain - 0

b. Second Reading and consider adoption of Ordinance 2017-2: An Ordinance of the Board of Directors of the Scotia Community Services District Adopting Title VI – Storm Drainage

Motion: Motion to adopt by title only

Motion: Bristol **Second:** Newmaker

Motion Vote: Ayes – Bristol, McKnight, Newmaker, Pryor **Opposed – 0** **Absent - Walsh**
Abstain - 0

Motion: Motion to adopt Ordinance 2017-2: An Ordinance of the Board of Directors of the Scotia Community Services District Adopting Title VI – Storm Drainage

Motion: Newmaker **Second:** Pryor

Motion Vote: Ayes – Bristol, McKnight, Newmaker, Pryor **Opposed – 0** **Absent - Walsh**
Abstain - 0

G. REPORTS

No specific action is required on these items, but the Board may briefly discuss any particular item raised.

- 1. President's Report:** Absent.
- 2. Board Director Reports:** None.
- 3. Interim Manager's Report:** Exhibits to Transition Agreement are in the works, Fee Schedule next month
- 4. Special Counsel's Report:** None.
- 5. Engineer's Report:** absent.
- 6. Fire Chief's Status Report:** No report. New engine grand opening Saturday February 25, 2017, training with open house. All invited.
- 7. Board Clerk Report:** None.

H. ADJOURNMENT

Meeting adjourned at 7:05 pm by Board Vice President Gayle McKnight.

These minutes were approved by the Board of Directors of the Scotia Community Services District on March 16, 2017 at its duly-noticed regular meeting in Scotia, CA.

APPROVED:

Gayle McKnight, Vice President
Board of Directors
Scotia Community Services District

Date

ATTEST:

Leslie Marshall, Board Clerk
Scotia Community Services District

Date

Scotia Community Services District Staff Report

DATE: March 16, 2017
TO: Scotia CSD Board of Directors
FROM: SHN Engineers
SUBJECT: Scotia Corridor Project Update Presentation

RECOMMENDATION:

Receive a report from SHN on the corridor project.

DISCUSSION:

SHN is in the preliminary stage of the Scotia Utility Corridor Project.

ACTION:

No Action required.

FISCAL IMPACT:

No cost associated with the SCSD.

Attachment: Town of Scotia Utility Corridor Plan Set

Scotia Community Services District

Staff Report

DATE: March 16, 2017

TO: Scotia Community Services District Board of Directors

FROM: Steve Tyler, Interim District Manager

SUBJECT: SCSD Professional Services Contract with Planwest Partners Inc.,
Extension No.5 with Scope of Services No.5.

RECOMMENDATION:

The Administrative staff recommends that the SCSD Board consider authorizing the President of the Board to sign the Planwest Partners Inc. (PPI) contract extension No.5.

ACTION:

Authorize the President of the SCSD Board to sign the PPI contract extension No.5.

DISCUSSION:

This fifth PPI contract extension includes some of the scope/services approved in extension 4, on December 15, 2016 and the following revised and or new tasks;

Task 1- Administrative Duties

Task 2- Operations/Management

Task 3- Technical, Managerial, and Financial Report

Task 4- National Pollutant Discharge Elimination System Permit (NPDES)

Task 5- Grant Research

These tasks are required for the SCSD staff to provide services to the community and include two new positions, a District Engineer and an Operations Superintendent.

FISCAL IMPACT:

See attached PPI contract extension No.5 with scope of services.

**EXTENSION FOUR OF AGREEMENT BETWEEN
THE SCOTIA COMMUNITY SERVICES DISTRICT
AND
PLANWEST PARTNERS INC.
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT EXTENSION for Professional Services (“Agreement”) is made by and between Planwest Partners Inc., a planning consulting firm, hereinafter referred to as “Consultant,” and the Scotia Community Services District, hereinafter referred to as “District.” This Agreement is effective as of date signed by both parties and extends the Original Agreement through June 30, 2017.

- 1. Scope of Services.** Consultant will perform professional services for District in accordance with Exhibit A, Scope of Services, attached hereto and incorporated herein.
- 2. Term.**
 - a) Commencement. No services shall be performed or furnished under this Agreement until District has provided notice to commence services to the Consultant, which shall not occur until after full execution of this Agreement by both parties and receipt by District of all insurance certificates.
 - b) Termination. Either party may terminate this Agreement upon 10 days written notice. In such event, Consultant will be entitled to invoice District for and to receive payment for all acceptable services performed or furnished under the Agreement, if applicable, and all reimbursable expenses incurred through the effective date of termination.
 - c) Time for Completion. Consultant shall complete specific tasks in accordance with time frames outlined in Exhibit A.
- 3. Compensation for Services.**
 - a) Payment. District shall pay Consultant on a time and materials basis at the rates specified in Exhibit B, Payment Schedule, attached hereto and incorporated herein.
 - b) Invoicing. Consultant shall prepare and submit its invoices to District no more than once per month and shall provide a time summary of work performed. District to pay undisputed invoices within 30 days of receipt. If District disputes an invoice, it may withhold that portion so contested and shall pay the undisputed amount.
- 4. Professional Standards.** The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant shall be responsible for the professional and technical soundness, accuracy, and adequacy of all work and materials furnished under this Agreement.
- 5. Independent Contractor Status.** Consultant is performing services as an independent contractor for District, and is neither an employee nor an agent of District. Except as otherwise provided in this Agreement, Consultant shall have sole control over the manner and method of performance of the services, and District’s only interest shall be in the results of such services. District’s liability hereunder shall be limited to payment of the compensation provided in this Agreement. Consultant agrees and acknowledges that it is not entitled to any benefits or insurance, including without limitation any medical, unemployment, or disability benefits, on District’s account. This Section shall also apply to any of Consultant’s subcontractors.

- 6. Document Submission and Title to Documents.** Consultant agrees that all data, plans, reports, maps, memoranda, manuals, letters and other written or graphic work produced in the performance of this Agreement is considered work made for hire and shall be the property of District upon delivery. District may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement.
- 7. Designation of Representative.** Consultant and District shall designate specific individuals to act as representatives (“Designated Representative”), who shall have District to transmit instructions, receive information, and implement the Agreement on behalf of each respective party. Either party may change its Designated Representative or the address of its Designated Representative by giving reasonable notice to the other party.
- 8. Notice.** All notices required or permitted hereunder shall be in writing and shall be deemed to have been properly given and delivered when delivered personally (including by commercial messenger or courier or by facsimile transmission) or four (4) days after deposit in the U. S. mail with all postage or charges fully prepaid and addressed to the authorized representative of the appropriate party.

Scotia Community Services District
Rick Walsh, Board President
122 Main Street
Scotia, CA 95565

Planwest Partners Inc.
George Williamson, Principal Planner
1125 16th Street, Suite 200
Arcata, CA 95521

9. Indemnification.

When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify and hold harmless District and its boards, task forces, officials, employees and agents (collectively “Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-contractors or any entity or individual for which Consultant shall bear legal liability in the performance of professional services under this Agreement.

10. Insurance.

a) Insurance Requirements.

- i. Prior to performing any services hereunder and until the services have been completed in accordance with this Agreement and accepted by District, the Consultant shall maintain insurance in full compliance with all of the provisions of this Section 10. In the event the Consultant sublets or subcontracts any part of the services, each subcontractor shall be bound by the same terms and conditions concerning insurance as outlined herein and this Section 10 will be made a part of any such subcontract agreement.
- ii. As evidence of specified insurance coverage, District may, in lieu of actual policies, accept certificates issued by the insurance carrier showing such policies in force for the specified period and naming District as an additional insured thereunder, except Professional Liability Insurance and Workers Compensation.
- iii. District reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice.

- b) Professional or Errors and Omissions Insurance. Consultant shall purchase and maintain such Professional or Errors and Omissions Insurance for the services performed and furnished as will provide protection from any claim arising out of any negligent act, error or omission in rendering or failing to render professional services either committed or alleged to have been committed by Consultant or by anyone employed by Consultant to perform or furnish any of the services, or by anyone for whose acts any of them may be liable. Such coverage shall not be subject to a Self-

Insured Retention (SIR) greater than \$100,000, and for not less than \$1,000,000 Single Limit, any one claim and annual aggregate.

- c) Workers' Compensation Insurance. Consultant shall purchase and maintain such Workers' Compensation covering all employees and volunteers as required by the State of California, and on a state-approved policy form.
- d) Commercial General Liability. Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or equivalent. Coverage for additional insured shall not be limited to vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 general aggregate.
- e) Automobile Liability Insurance. ISO Business Auto Coverage for CA 0001 including symbol 1 or equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant or Consultant's employees will use personal autos in the performance of any duties under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.

11. Dispute Resolution. The parties agree to negotiate any disputes over the performance of their respective rights and obligations under this Agreement in good faith for a period of at least 30 days after the date of notice invoking the need for dispute resolution or exercising rights under law. Neither party may initiate court action prior to such good faith negotiation and following that prior to good faith third-party mediation.

12. Governing Law, Venue. This Agreement and performance hereunder and all suits and special proceedings shall be interpreted in accordance with California law. Venue shall be fixed in Humboldt County.

13. Authority. Each party hereto warrants and represents to the other party that such party has the full right, power and District to enter into this Agreement and has obtained all necessary consents and approvals to consummate the transaction contemplated hereby.

14. Negotiated Agreement, Interpretation. This Agreement has been negotiated by the parties hereto. Each of the parties has had full opportunity to have this Agreement reviewed by an attorney acting on such party's behalf. The language of the Agreement shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision hereof or by reason of the status of the respective parties.

15. Entire Agreement/Modifications and Amendments. This Agreement and all attachments constitutes the entire agreement between District and Consultant as to the subject matter hereof. It supersedes all prior communications, representations, or agreements, whether oral or written. 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.

16. Assignment, Subcontract. Consultant may assign its rights, interests, duties or obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date of the last party signing.

SCOTIA COMMUNITY SERVICES DISTRICT: **Designated Representative:**

Date: _____

Name: Rick Walsh, Board President
Phone: (707) 506-3030
E-mail: rwalshca@suddenlink.net

Attest:

PLANWEST PARTNERS INC:

Designated Representative:

By Its: Principal

Date: _____

Name: George Williamson
Phone: (707) 825-8260
Fax: (707) 825-9181
E-mail: georgew@planwestpartners.com

Attach: Exhibit A, Exhibit B

EXHIBIT A

Scotia Community Services District Scope 5

The current staffing agreement ends March 31, 2017. This scope extends staffing services to June 30, 2017, at which time a new scope for the Fiscal Year 2017/2018 will be presented.

This current scope includes:

Task 1. Administrative Duties

- 1.1 Administrative Duties
- 1.2 Policies, Procedures, Ordinances
- 1.3 Community Meeting prep & attendance
- 1.4 CSD Board Meeting prep & attendance
- 1.5 Bookkeeping, Billing, and Invoicing
- 1.6 Website postings & management
- 1.7 Budgeting

Task 2. Operations and Management

2.1 Treated Water, Raw Water, and Distribution

SCSD staff will be involved in the following:

- planning, management and oversight of the daily functions, operations and activities of the water treatment plant and water distribution system.
- all new water infrastructure construction projects including engineering review in coordination with SHN, TOS and Wahland Construction, on a daily and weekly basis.
- all equipment maintenance, repairs and improvements related to the existing water treatment plant and water distribution system.

SCSD staff will be responsible for the District's compliance with all regulatory agency (USEPA, CAL- EPA, SWRCB and CAL-DHS Cross Connection Control Standards) requirements, to include, policy development, monitoring, testing, reporting and training.

2.2 Wastewater Collection, Treatment, Discharge

SCSD staff will be involved in the following:

- planning, management and oversight of the daily functions, operations and activities of the wastewater treatment plant and wastewater collection system.
- all new wastewater infrastructure construction projects including engineering review in coordination with SHN, TOS and Wahland Construction, on a daily and weekly basis.
- equipment maintenance, repairs and improvements related to the existing wastewater treatment plant and wastewater collection system.

SCSD staff will be responsible for the District's compliance with all regulatory agency (USEPA, CAL- EPA, SWRCB and NPDES Pretreatment Standards) requirements, to include, policy development, monitoring, testing, reporting and training.

2.3 Stormwater and Drainage

SCSD staff will be responsible for operations and maintenance of the storm drainage infrastructure outside of the County maintained public-right-of-way

2.4 CSD designated Streets and Alleys

SCSD staff will be responsible for operations and maintenance of CSD designated Streets and Alleys infrastructure outside of the County maintained public-right-of-way

2.5 CSD designated Street Lighting and Landscaping

SCSD staff will be responsible for operations and maintenance of CSD designated decorative street lighting and CSD designated landscaping

2.6 Parks and Recreation: Community Forest, Theatre, Museum, Carpenter Shop

SCSD staff will be responsible for operations and maintenance of the Museum, which staff is projecting to update and convert some space into future District Office space. Staff is proposing a lease-back agreement with TOS for operations and maintenance of the parks and Theater facilities for the first 6 months of district operations. The Carpenter Shop will be owned by the CSD, and leased back (on “trade”) for the current District office location.

2.7 Land & Easements

Staff will be responsible for oversight of all District land and easements.

Task 3. Technical, Managerial, and Financial Report

Staff will review and continue to collaborate with SHN with content for the Technical, Managerial, and Financial Reports.

Task 4 National Pollutant Discharge Elimination System Permit (NPDES)

Staff will review and collaborate with SHN on the NPDES.

Task 5. Grant Research/Writing

Staff will be researching potential funding sources for replacement of the existing water and wastewater treatment plants.

These tasks are required for the SCSD staff to provide services to the community and include two new positions, a District Engineer and an Operations Superintendent.

EXHIBIT B - PAYMENT SCHEDULE

Compensation for Scope of Services

General Manager: \$58.00 per hour

District Engineer: \$58.00 per hour

Operations Superintendent: \$58.00 per hour

Assistant General Manager/Clerk: \$58.00 per hour

GIS Analyst: \$62.00 per hour

+ direct expenses

Scotia CSD Administrative Staffing FY 2016-2017

Task	Planwest Partners Inc.						
	General Manager ST	Engineer SD	Assistant GM/Clerk LM	Operations Superintendent BG	GIS	Expense	Total
	Rate	\$58	\$58	\$58	\$58	\$62	
Task 1 - Administrative Duties							\$7,861.54
1.1 Administrative Duties	5.00	5.00	40.00		5.00	\$75.00	\$3,285.00
1.2 Policies, Procedures, Ordinances	4.00	4.00	4.00			\$100.00	\$796.00
1.3 Community Meetings prep & attendance	3.00	3.00	3.00			\$227.27	\$749.27
1.4 CSD Board Meeting (Prep & Attendance)	4.00	4.00	4.00			\$227.27	\$923.27
1.5 Bookkeeping/Billing/Invoicing			8.00				\$464.00
1.6 Website postings & Management			3.00		5.00		\$484.00
1.7 Budgeting	10.00		10.00				\$1,160.00
Task 2- Operations/Management							\$6,380.00
2.1 Treated Water, Raw Water, and Distribution	4.00	12.00	4.00	20.00			\$2,320.00
2.2 Wastewater Collection, Treatment, Discharge	4.00	16.00	4.00	20.00			\$2,552.00
2.3 Stormwater and Drainage	3.00	5.00	4.00				\$696.00
2.5 CSD Streets, Alleys, Parking lots	1.00	1.00	1.00				\$174.00
2.6 Street Lighting and Landscaping	1.00	1.00	1.00				\$174.00
2.7 Parks Recreation: Community Forest, Theatre, Museum Carpenter Shop	1.00		1.00				\$116.00
2.8 Land & Easements	1.00	4.00	1.00				\$348.00
Task 3 - Technical, Managerial, and Financial Report							\$928.00
3.1 Draft TMF COMPLETE							\$0.00
3.2 Review of TMF	2.00		6.00				\$464.00
3.3 Final TMF	2.00		6.00				\$464.00
Task 4 - NPDES (National Pollutant Discharge Elimination System) Permit							\$1,740.00
4.1 NPDES (National Pollutant Discharge Elimination System) Permit	6.00		4.00				\$580.00
Task 5 - Grant Research/Writing							\$580.00
5.1 Grant Research/Writing	4.00		6.00				\$580.00
Staff Hours	55.00	55.00	110.00	40.00	10.00	Total Hrs	270
Total	\$3,190.00	\$3,190.00	\$6,380.00	\$2,320.00	\$620.00	\$629.54	\$15,169.54

Expenses	Expense
Meeting Miles: 70.80 x12 @ \$0.535/mile	\$454.54
Legal Notice - Times-Standard	\$100.00
Printing Expenses	\$75.00

Scotia Community Services District

Staff Report

DATE: March 16, 2017
TO: Scotia CSD Board of Directors
FROM: Steve Tyler, General Manager
SUBJECT: TOS/SCSD Staffing Agreement

RECOMMENDATION:

Receive staff report on a staffing agreement for operations of the water and wastewater facilities, landscaping maintenance, etc.

DISCUSSION:

A staffing agreement for operations of the water and wastewater facilities, and landscaping maintenance, etc. is being drafted for an initial term of six (6) months (with consideration given for an additional six (6) month term or extension). Operational Services would be provided by TOS contract staff, and the District will reimburse TOS for these services. Operators include two (2) part-time, licensed operators of the Water and Wastewater Plants (TOS employees) under contract as independent contractors), assisted by 1 operator in training (TOS employee).

ACTION:

No Action.

FISCAL IMPACT:

See projected monthly cost spreadsheet, when available.

Attachment: None at this time.

Scotia Community Services District

Staff Report

DATE: March 16, 2017
TO: Scotia CSD Board of Directors
FROM: Steve Tyler, General Manager
SUBJECT: TOS/SCSD Lease Agreement for Parks and Theater, excluding the Museum

RECOMMENDATION:

Receive staff report on a potential Lease Agreement with TOS for Parks and Theater, excluding the Museum.

DISCUSSION:

Upon transition of assets, due to ADA requirements for a public agency, the District may choose *not* to open or operate the Winema Theater and the Recreational Parks (Fireman's Park, Carpenter Field or Scotia Soccer Field). The District may elect to close those facilities until it has funds to make repairs or upgrades.

District staff and TOS agree that it would be a benefit for the Scotia Community to have use of these facilities, and wish to make them available to the community through the transition process. To facilitate continuing operation and community use staff recommends the District consider leasing back the Winema Theater, Fireman's Park, Carpenter Field and Scotia Soccer Field to TOS. The Lease is proposed to be for an initial *(6) month term*, at a fee of \$1 per 6-month term, renewable and continuing until terminated by one of the parties. TOS will operate and control the facilities in accord with its current policies, practices and prices, etc. TOS will continue to maintain and insure the leased premises as it has in previous years.

TOS will give preference to local service and non-profit group use, Scotia School events, community athletic and cultural activities, entertainment and fundraisers, etc.

If the six-month lease works well and facilitate the community need and function described above, the lease agreement may be renewed. Either TOS or District may terminate the lease hold on 30 days written notice.

ACTION:

No Action.

FISCAL IMPACT:

See projected monthly cost spreadsheet, as available.

Attachment: None at this time.

Scotia Community Services District Staff Report

DATE: March 16, 2017
TO: Scotia CSD Board of Directors
FROM: Steve Tyler, General Manager
SUBJECT: ACWA Membership and Insurance

RECOMMENDATION:

Direct Staff to move forward with acquiring insurance.

DISCUSSION:

Acquiring ACWA Insurance is a two-phase process:

1. Become ACWA Member (membership application, approval by Membership Board, payment of membership dues)
2. Sign up for ACWA Insurance (signing JPIA agreement, being approved by JPIA Board, risk assessment)

Membership Quote: \$281.25 = (\$750 -50% = \$375 - Jan-Mar (375/12 x 9))

Membership Dues are tiered and based off expenses from prior 2 years. Because the District has no previous expenses, the SCSD is in the first “tier” for the first two years of membership.

Membership is also on an “introductory discount system”: 50% off the first year, 25% off the second year, then full dues for the 3rd year on. Additionally, dues are pro-rated on a calendar year, so will only be charged for April-December 2017, for the first year.

Membership Dues going forward:

Calendar Year	Projected Membership Dues
2017	\$281.25
2018	\$562.50
2019*	\$4,585.00
2020*	\$4,585.00

*Based off est. \$650,000 expenses for raw & treated water, wastewater, and storm drainage

Insurance Quote: \$20,961.00

Same as last insurance coverage proposal; there was no change in premiums.

New applicants are subject to a risk assessment. Those findings are presented to the ACWA Executive Committee along with the application for membership approval. The application process can take up to 4 months. Also attached are Bylaws and JPA Agreement for review.

ACTION:

Instruct staff to move forward acquiring insurance.

FISCAL IMPACT:

See above for breakdown. Total of \$21,242.25 for 2017

Attachment: Insurance Quote (in packet); JPIA Bylaws and JPIA Agreement (printed attachments)



Coverage Proposal

SCOTIA COMMUNITY SERVICES DISTRICT

MARCH 10, 2017





Liability Coverage Quotation

LIABILITY PROGRAM

Limit of Coverage.....\$60,000,000

SUB-LIMIT:

Subsidence - \$20,000,000

INCLUDES

Errors & Omissions
Employment Practices Liability
Public Officials Liability
Automobile Liability

10/1/16 TO 10/1/17 ESTIMATED DEPOSIT PREMIUM:

Retrospective Allocation Point (RAP) \$5,000

Participation in 2 JPIA Programs \$2,528

Deposit premium based on estimated annual payroll. For purposes of the retrospective premium calculation, each member may select its own retrospective allocation point (RAP).

Excess Coverage Providers	AM Best Rating
Allied Public Risk/Allied World Assurance Co.	A: XV
Great American Insurance/ Evanston Insurance Co.	A+: XIV A: XV
Great American Insurance Company of NY	A+: XIV
Great American Insurance Company of NY/ Endurance Risk Solutions Assurance	A+: XIV A: XV
General Security Indemnity Co of AZ	A: XV

CYBER AND TECHNOLOGY LIABILITY COVERAGE

Included with Liability Program

Limit of Coverage.....\$2,000,000 *

INCLUDES

Third Party Liability Coverage
First Party Coverage

RETENTION SCHEDULE

Revenue:
<\$5,000,000..... \$10,000
\$5,000,000 to \$25,000,000 \$25,000
>\$25,000,000..... \$50,000

*Policy Aggregate Limit



Property Coverage Quotation

PROPERTY PROGRAM

Limit of Coverage..... **\$150,000,000***

*subject to schedule of values provided by Agency

SUB-LIMITS:

- Accidental Mechanical Breakdown - \$150,000,000
- Employee Dishonesty - \$100,000
- Business Income - \$10,000,000
- Extra Expense - \$10,000,000
- Money & Securities - \$1,000,000
- Earthquake - \$2,500,000 program aggregate
- Flood – Zones A or V, \$5,000,000
- Zones B, C or X, \$10,000,000

DEDUCTIBLES:

- Property **\$1,000**
- Accidental Mechanical Breakdown..... varies depending upon type of equipment
- Earthquake 5%, subject to minimum \$75,000
- Flood Zones A or V \$75,000
- Flood Zones B, C, or X..... \$250,000

4/1/17 TO 4/1/18 ESTIMATED DEPOSIT PREMIUM:

Participation in 2 JPIA Programs..... **\$18,433**

Excess Coverage Providers	AM Best Rating
XL Catlin	A: XV



Premium Summary

Programs	Estimated Annual Premium
Liability	\$ 2,528
Property Coverage	\$ 18,433
TOTAL ESTIMATED ANNUAL PREMIUM	\$ 20,961

Estimated annual premium includes Multi-Program Discount – assumes participation in 2 programs

CONDITIONS:

1. Participation requires an initial three-year commitment;
2. Favorable Risk Assessment;
3. New applications require ACWA JPIA Executive Committee approval;
4. Membership in ACWA.