



**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, August 17, 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**
- 1. Approval of Minutes from Previous Meetings** p. 3
- July 20, 2017**
- 2. Approval of May 24, 2017 - July 31, 2017 Check Register** p. 5
- 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**
- 1. New Business –**
- a. Consider adoption of Resolution 2017-11: A Resolution of the Board of Directors of the Scotia Community Services District to Adopt FY 2017-2018 Fee Schedule** p. 13
- b. Consider adoption of Tracy Boobar Law Contract** p. 23
- 2. Old Business –**
- a. Heisler Engine #9 and associated equipment: Lead and asbestos testing report from SHN** p. 29
- G. REPORTS**
No specific action is required on these items, but the Board may briefly discuss any particular item raised.
- 1. President's Report:**
- 2. Board Director Reports:**
- 3. Interim Manager's Report:**

*AGENDA FOR MEETING OF THE SCSD BOARD OF DIRECTORS
August 17, 2017
POSTED at 5:00 PM August 10, 2017*

4. Special Counsel's Report:

5. Engineer's Report:

6. Fire Chief's Status Report:

7. Board Clerk Report: recommend Special Meeting to welcome community members to Scotia CSD, meet the Board, Q&A, etc. for December (after new Board members take seat)

H. ADJOURNMENT

Next Regular Meeting of the SCSD will be September 21, 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 SPECIAL Board Meeting for the
Scotia Community Services District
Thursday, July 20, 2017 at 5:30 P.M.

A. CALL TO ORDER/ ROLL CALL

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 – absent – arrived at 5:40pm (Fee Sched)
Paul Newmaker	Director – absent
Susan Pryor	Director – present
Rick Walsh	President – present

Staff: S. Tyler, L. Marshall, T. Cannon

B. SETTING OF AGENDA

F1c move to front, F1a make first reading

C. CONSENT CALENDAR

1. Approval of Minutes from Previous Meetings

June 15, 2017

June 29, 2017

~~2. Approval of June 1, 2017 – June 30, 2017 Check Register~~ pulled for next meeting

Motion: Approve Consent Calendar

Motion: Walsh **Second:** Pryor

Motion Vote: Ayes - 3 Opposed – 0 Absent - 2 Abstain - 0

D. PUBLIC COMMENT & WRITTEN COMMUNICATION

TOS Letter to Humboldt County Re: HRC Demolition project – moved to manager's report

E. PUBLIC HEARING – NONE

F. BUSINESS

1. New Business –

a. ~~Consider adoption~~ First Reading of Resolution 2017-11: A Resolution of the Board of Directors of the Scotia Community Services District to Adopt FY 2017-2018 Fee Schedule

Consider Section 1-5 Water Hauler, prices for raw/treated. Raw Water Fee – meter fee? Meter size?
Section 3-2 clean-up language. Ask District Engineer and Gregory to come to next meeting.

b. SDRMA Board Election Ballot

Motion: Motion to not complete ballot

Motion: Pryor **Second:** McKnight

Motion Vote: Ayes - 4 Opposed – 0 Absent - 1 Abstain - 1

c. Meet New SCSD Employee: Traci Cannon

Board met new Office Assistant Traci Cannon.

d. FY 2016-2017 Annual Audit

GM introduced. With minimal transactions in May and June, Staff recommend Board Direct FY 16/17 Audit to combine with 17/18 Audit. Board Verbal Vote 4 Ayes, 1 absent.

e. Museum Lease-back Agreement with TOS

SCT introduced. Board discussed briefly.

Motion: Authorize President to sign Museum Lease-back Agreement with TOS

Motion: Bristol

Second: Pryor

Motion Vote: Ayes -4 **Opposed** – 0 **Absent** - 1 **Abstain** - 0

2. Old Business –

a. Update on lead and asbestos testing for Engine #9 and associated equipment

Board Clerk introduced. Board and GM discussed. No Action Taken.

G. REPORTS

- 1. President's Report:** None.
- 2. Board Director Reports:** None.
- 3. Interim Manager's Report:** Appraisals, update. Next Thursday HRC visit, hardhats and vests required. 10:30am. HRC demo project update.
- 4. Special Counsel's Report:** None.
- 5. Engineer's Report:** None.
- 6. Fire Chief's Status Report:** Januray – June 2017 report. There was a Natural Gas incident on Tuesday 7/18/17 at 2p.m. PG&E notified, showed up at 3pm, gas not shut off til 5:30pm
- 7. Board Clerk Report:** Elections Office Reminder – filing for candidacy from July 17-August 11, recommend Special Meeting to welcome community members to Scotia CSD, meet the Board, Q&A, etc. for December (after new Board members take seat), possibly December 7, 2017.

H. ADJOURNMENT

Meeting adjourned at 6:49 pm by Board President Rick Walsh.

Scotia Community Services District

Balance Sheet

As of July 31, 2017

	Jul 31, 17
ASSETS	
Current Assets	
Checking/Savings	
10000 · RCB Checking 8239	373,557.97
11000 · RCB CD 0929	50,010.28
12000 · RCB Savings 0367	50,007.87
Total Checking/Savings	473,576.12
Accounts Receivable	
11100 · Accounts Receivable	3,433.28
Total Accounts Receivable	3,433.28
Total Current Assets	477,009.40
Fixed Assets	
15030 · Office Furniture & Fixtures	4,638.15
Total Fixed Assets	4,638.15
Other Assets	
18500 · Security Deposits	
18510 · PG&E Deposit	44,661.00
Total 18500 · Security Deposits	44,661.00
Total Other Assets	44,661.00
TOTAL ASSETS	526,308.55
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	92,525.45
Total Accounts Payable	92,525.45
Total Current Liabilities	92,525.45
Total Liabilities	92,525.45
Equity	
30000 · Opening Balance Equity	474,845.32
32000 · Retained Earnings	-3,050.73
Net Income	-38,011.49
Total Equity	433,783.10
TOTAL LIABILITIES & EQUITY	526,308.55

Scotia Community Services District

Profit & Loss

May 24 through July 31, 2017

	May 24 - Jul 31, 17
Ordinary Income/Expense	
Income	
Revenue	
40280 · Benefit Assessment	106,556.70
Total Revenue	106,556.70
Total Income	106,556.70
Expense	
Materials & Services	
50410 · Gen. Supplies, Lab, P&M	9,153.05
50420 · Utilities Communcations	959.51
50430 · General Mainenance & Repairs	3,427.51
50440 · Insurance	57,077.12
50450 · Electrical	55,009.61
50460 · Contracted Maintenance Services	3,240.00
50470 · Office Supplies	281.07
Total Materials & Services	129,147.87
Professional Services	
60320 · Board Stipend	4,500.00
60350 · Engineering	3,557.41
60360 · Admin/Operations/Maint Staff	10,431.79
Total Professional Services	18,489.20
Total Expense	147,637.07
Net Ordinary Income	-41,080.37
Other Income/Expense	
Other Income	
80210 · Interest Earnings	18.15
Total Other Income	18.15
Total Other Income	18.15
Net Other Income	18.15
Net Income	-41,062.22

4:07 PM

08/10/17

Accrual Basis

Scotia Community Services District

Account QuickReport

As of July 31, 2017

Type	Date	Num	Name	Memo	Split	Amount
10000 · RCB Checking 8239						
Deposit	05/31/2017			Account Open...	30000 · Opening Bala...	374,845.32
Check	06/01/2017		SDRMA	Invoice 56197...	50440 · Insurance	-8,173.66
Check	06/07/2017		Renaissance Comp...	Invoice 1526 ...	-SPLIT-	-2,421.70
Check	06/12/2017	ACH	Delux Check Printing	Check printing	50410 · Gen. Supplie...	-213.80
Check	06/16/2017	POS	Softline Data, Inc.	Inv.#7900 Sof...	15030 · Office Furnitu...	-1,500.00
Check	06/19/2017	POS	Softline Data, Inc.	Inv #8700 Sof...	15030 · Office Furnitu...	-716.45
Deposit	06/27/2017			Deposit	12200 · Undeposited ...	3,615.21
Check	06/27/2017	POS	Peterson Fortuna	Inv #8700	50430 · General Main...	-1,898.75
Check	06/29/2017	1001	Rick Walsh	2016/2017 Sti...	60320 · Board Stipend	-900.00
Check	06/29/2017	1002	Gayle McKnight	2016/2017 Sti...	60320 · Board Stipend	-900.00
Check	06/29/2017	1003	Diane Bristol	2016/2017 Sti...	60320 · Board Stipend	-900.00
Check	06/29/2017	1004	Susan Pryor	2016/2017 Sti...	60320 · Board Stipend	-900.00
Check	06/29/2017	1005	Paul Newmaker	2016/2017 Sti...	60320 · Board Stipend	-900.00
Check	06/29/2017	POS	USA Safety	Inv #1630	50430 · General Main...	-774.19
Bill Pmt -Check	07/05/2017	1006	Planwest Partners		20000 · Accounts Pay...	-2,541.16
Check	07/06/2017	DC	Scotia Post Office	Roll stamps	50420 · Utilities Com...	-49.00
Bill Pmt -Check	07/07/2017	1007	Steves Septic		20000 · Accounts Pay...	-1,490.00
Bill Pmt -Check	07/07/2017	1009	Rogers Machinery		20000 · Accounts Pay...	-562.87
Bill Pmt -Check	07/07/2017	1008	SDRMA	7724	20000 · Accounts Pay...	-48,903.46
Deposit	07/07/2017			Deposit	-SPLIT-	10,728.19
Bill Pmt -Check	07/13/2017	1010	Halls Sheetmetal & ...		20000 · Accounts Pay...	-50.00
Bill Pmt -Check	07/13/2017	1012	North Coast Laborat...		20000 · Accounts Pay...	-1,085.00
Bill Pmt -Check	07/13/2017	1011	ASAP Lock & Key	Re-key Service	20000 · Accounts Pay...	-141.70
Check	07/13/2017	DC	Scotia True Value	Surge protector	50470 · Office Supplies	-13.99
Check	07/13/2017	DC	Scotia True Value	Extension Cord	50470 · Office Supplies	-6.47
Deposit	07/18/2017			Deposit	-SPLIT-	88,780.02
Bill Pmt -Check	07/18/2017	1013	AT&T		20000 · Accounts Pay...	-560.89
Bill Pmt -Check	07/18/2017	1015	PG&E		20000 · Accounts Pay...	-12.60
Bill Pmt -Check	07/18/2017	1014	PG&E		20000 · Accounts Pay...	-28,536.83
Bill Pmt -Check	07/28/2017	1016	Sequoia Personnel	T. Cannon W...	20000 · Accounts Pay...	-258.25
Total 10000 · RCB Checking 8239						373,557.97
TOTAL						373,557.97

4:07 PM

08/10/17

Accrual Basis

Scotia Community Services District

Account QuickReport

As of July 31, 2017

Balance
0.00
374,845.32
366,671.66
364,249.96
364,036.16
362,536.16
361,819.71
365,434.92
363,536.17
362,636.17
361,736.17
360,836.17
359,936.17
359,036.17
358,261.98
355,720.82
355,671.82
354,181.82
353,618.95
304,715.49
315,443.68
315,393.68
314,308.68
314,166.98
314,152.99
314,146.52
402,926.54
402,365.65
402,353.05
373,816.22
373,557.97
373,557.97
373,557.97

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08/10/17

Accrual Basis

Scotia Community Services District

Account QuickReport

All Transactions

Type	Date	Num	Name	Memo	Split	Amount
12000 · RCB Savings 0367						
Deposit	05/31/2017			Account Open...	30000 · Openi...	50,000.00
Deposit	06/30/2017			Interest	80210 · Interes...	3.62
Deposit	07/31/2017			Deposit	80210 · Interes...	4.25
Total 12000 · RCB Savings 0367						50,007.87
TOTAL						50,007.87

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08/10/17

Accrual Basis

Scotia Community Services District

Account QuickReport

All Transactions

Balance

50,000.00

50,003.62

50,007.87

50,007.87

50,007.87

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08/10/17

Accrual Basis

Scotia Community Services District
Account QuickReport
All Transactions

Type	Date	Num	Name	Memo	Split	Amount
11000 · RCB CD 0929						
Deposit	05/31/2017			Account Open...	30000 · Openi...	50,000.00
Deposit	07/30/2017			Deposit	80210 · Interes...	10.28
Total 11000 · RCB CD 0929						50,010.28
TOTAL						50,010.28

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08/10/17

Accrual Basis

Scotia Community Services District

Account QuickReport

All Transactions

Balance
50,000.00
50,010.28
50,010.28
50,010.28

Scotia Community Services District

Staff Report

Date: August 17, 2017

To: Scotia CSD Board of Directors

From: Leslie Marshall, Board Clerk and Assistant General Manager

Subject: Resolution 2017-11 Scotia Community Services District FY 2017/18 Master Fee Schedule

RECOMMENDATION:

Review and adopt Resolution 2017-11 Scotia Community Services District FY 2017/18 Master Fee Schedule, with recommended changes for water hauling.

ACTION:

Review, discuss and motion to adopt.

DISCUSSION:

The Master Fee Schedule is a composite list of fees and costs used for District and customer reference. The fee list does not include any assessments. The Master Fee Schedule is generally adopted at the beginning of the fiscal year after adoption of the budget, but can be changed or updated at any time by Board action. This Fee Schedule reflects the 5% increase in water and wastewater rates built into the 5-year rate schedule adopted by the Proposition 218 process in 2017, and reflects the Board recommended changes for water hauling.

FISCAL IMPACT:

See Fee Schedule.

RESOLUTION NO. 2017-11

**RESOLUTION OF THE SCOTIA COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS
ESTABLISHING FY 2017/18 MASTER FEE SCHEDULE**

WHEREAS, in an effort to achieve recovery of staff costs, it is necessary to establish fees charged by the Scotia Community Services District to provide services without adversely impacting the District's service funds; and

WHEREAS, in order to recover these costs, it is necessary to establish new fees through the Master Fee Schedule; and

WHEREAS, as required by Article XIID Sections 4 and 6(b) of the California Constitution, Districts can only charge rates or fees that are equal to or less than the reasonably anticipated costs of providing the service, conferring a benefit, granting a privilege, performing regulatory duties, enforcing laws, or as a condition of property development; and

WHEREAS, the Scotia Community Services District FY 2017/18 Master Fee Schedule will be reviewed on an annual basis and adjusted accordingly; and

WHEREAS, the Board of Directors has determined that it is in the best interest of the District to adopt fees for District services.

NOW, THEREFORE, BE IT RESOLVED:

1. The Scotia Community Services District Board of Directors hereby approves establishing fees for District services pursuant to the FY 2017/18 Master Fee Schedule attached hereto as Exhibit "A" and made a part hereof by this reference.

2. Except as otherwise provided herein, any fees described on the FY 2017/18 Master Fee Schedule in conflict with the fees established or increased by this Resolution shall be void and of no force and effect.

3. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED on the 17th day of August, 2017, by the following vote of the governing body:

APPROVED:

ATTEST:

Rick Walsh, Board President, Scotia CSD

Board Clerk, Scotia CSD

CLERK'S CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of Resolution No. 2017-11, passed and adopted at a regular meeting of the Board of Directors of the Scotia Community Services District, County of Humboldt, State of California, held on the 17th day of August, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Board Clerk, Scotia CSD

Attached: Scotia Community Services District FY 2017/18 Master Fee Schedule

SCOTIA COMMUNITY SERVICES DISTRICT

FY 2017/18 MASTER FEE SCHEDULE

SECTION 1. WATER SYSTEM

The following water system fees are applicable to the Scotia Community Services District (District).

1. **Existing Water Service Connection.** Where the Developer has installed the new water service line and the District will merely be installing a new meter, the fee shall be as follows:

New Meter Fees	
5/8 Inch (meter set only)	\$201.35
3/4 Inch (meter set only)	\$266.04
1 Inch (meter set only)	\$305.82
Greater Than 1 Inch	Special Quote

2. **Splitting/Relocating Water Service.** The charge for splitting an existing water service shall be the actual charge for material, labor, and equipment not to exceed the charges for a new service. The charge for relocating an existing service shall be actual costs for materials, labor, and equipment not to exceed charges for a new service less credit for existing meter. Any related inspection costs will be charged on a time and materials basis.
3. **Backflow Prevention Device Charges.** Maintenance and testing of these devices is the responsibility of the customer and shall be tested by a certified backflow tester. The customer shall submit a copy of the test results annually. Failure to provide certified back-flow test results as required shall result in the District providing the test and inspection at the customer's expense.
4. **Water Hauler Fees and Charges.** Charges for potable or raw water shall be 150% of the current adopted volumetric rate.
5. **Temporary Construction Meters.** A \$40.00 meter setting fee will be charged for the installation of this meter. There shall be imposed a monthly rate for the temporary service, based on meter size in the table below and a charge for the quantity of water used at the rate of \$2.70 per one hundred cubic feet.
6. **Meter Tests – Deposit.** If a customer desires to have the meter serving their premises tested, they shall first deposit Thirty-Five Dollars (\$35.00) and pay the actual cost to test the meter.
7. **Monthly Water Service Rates.** A monthly rate for water service provided by the District shall be imposed, at which the rate shall be the total of Section 8A and 8B below

- A. **Monthly Water Base Rate.** The monthly base rate shall be determined by size of water meter and location of service as follows:

Monthly Water Base Rate FY 2016-2017	
Meter Size (inches)	Monthly Base Rate
5/8"	\$63.86
3/4"	\$95.79
1"	\$159.64
1 1/2"	\$319.28
2"	\$510.84
3"	\$957.83
4"	\$1,596.37
6"	\$3,192.75
8"	\$5,108.40

- B. **Monthly Consumption Charge:** The monthly quantity charge rate is \$2.70 per 100 cubic-feet (HCF) of water used.
- C. **Monthly Raw Water Charge:** The Raw (non-potable) Water Rate is \$0.23 per 100 HCF of water used.

SECTION 2. WASTEWATER SYSTEM FEES

The following sewer system fees are applicable to the Scotia Community Services District.

1. **Monthly Sewer Service Rates.** The rates and minimum sewer service charges billed monthly to customers within the service area of the District shall be as follows:

Monthly Wastewater Rates FY 2016-2017	
Base Rate (per EDU)	\$76.38
Monthly Flow Rate	
Flow Rate (per 100 cf used)	\$4.18
Monthly Strength Rate	
BOD (per lb)	\$0.3680
TSS (per lb)	\$0.5495

2. **Special Sewer Discharge Permit.** A \$250.00 fee shall be collected on each special sewer discharge permit that is processed and issued. There will be an additional charge for actual gallons discharged to the public sewer system based on strength of discharged wastewater.

SECTION 3. WATER AND WASTEWATER DEPOSITS AND MISCELLANEOUS CHARGES

1. **Security Deposits** The following deposits shall be collected if a customer fails to meet the District's guidelines for creditworthiness:

Security Deposits		
Type of Service	Base Deposit	Max. Deposit
Single Family Residential		
Water & Sewer	\$100.00	\$150.00
Water only	\$ 50.00	\$ 75.00
Sewer only	\$ 50.00	\$ 75.00
Multi-family Units		
Water only/1 st Unit	\$ 35.00	\$150.00
Additional Units	\$ 20.00	\$100.00
Water & sewer/1 st Unit	\$ 50.00	\$ 75.00
Additional	\$ 40.00	\$ 60.00
Commercial		
Water & Sewer	2.5 times the Monthly Base Rate	
Water Only	2.5 times the Monthly Base Rate	
Sewer Only	2.5 times the Monthly Base Rate	

2. **Security Deposit - Guidelines for Creditworthiness.** A customer must meet one of the following criteria to meet the District's guideline for creditworthiness when considering an alternative to the collection of a security deposit:
 - A. Prior service within the District showing timely payments within the previous two (2) years, or
 - B. Produce a letter of credit from PG&E, or other recognized utility showing timely payments for a period of one (1) year, or
 - C. Produce a positive rating report from a recognized credit reporting agency.
3. **Account Initiation Charge.** There shall be an initiation charge of Thirty-Five Dollars (\$35.00) to set up an account for a new customer or change a location for a current customer.
4. **Reconnection Charge.** A reconnection charge of Forty Dollars (\$40.00) for the first reconnection and Sixty Five Dollars (\$65.00) thereafter plus penalties will be made and collected prior to renewing service following a discontinuance.
5. **Returned Checks.** If a check tendered as payment for any rate or charge is returned to the District uncollected, there shall thereupon become due an additional charge of Twenty Dollars (\$20.00).

6. **Broken Lock Fee.** If a service is locked and the lock is broken, a charge of Twenty-Five Dollars (\$25.00) shall be assessed to the customer in addition to any other fees or penalties.

SECTION 4. WATER SHORTAGE EMERGENCY FINES AND PENALTIES

1. **Fines and Penalties.** Except as otherwise provided by Board action, violations of any provision of the District Code shall be fined as follows:

Fines and Penalties		
Violation	Classification	Penalty
First violation	Infraction	\$ 10.00
Second violation	Infraction	\$ 30.00
Third violation and subsequent violations within a 6-month period	Misdemeanor	\$100.00

SECTION 5. PARKS AND RECREATION FEES

1. **APPLICATION PROCESSING FEES.** The District shall charge a fee to process all applications for events as defined in the Parks and Recreation Ordinance.

APPLICATION PROCESSING FEES

Application Processing Fees cover Staff time to Process Facility Use Permits. Application Processing Fees are non-refundable and must be submitted at the time a Facility Use Permit application is turned in, at least 30 days prior to the event. See event definitions in Title IV Chapter 9 Section 9.01.a. of the Parks and Recreation Ordinance.

Large Scale Community Event	\$150
Major Event	\$150
Minor Event	\$100
Expressive Event	\$100

2. **FACILITY USE DEPOSIT FEES.** The District shall charge a deposit for events which qualify and are defined as special events and require a Facility Use Permit as follows:

Events WITHOUT Alcohol - \$250 deposit
Events WITH Alcohol - \$500 deposit
Concert Rentals - \$1,000 deposit

Deposits are refundable provided there are not damages to the facility and the facility is clean, consistent with the Parks and Recreation Ordinance. Deposits will not be refunded if the

reservation is cancelled less than 1 month prior to event. Half of deposit will be returned if District is able to rebook facility.

3. FACILITY USE FEES. The District shall charge the following rates for use of a District-owned facility for each use specified below:

Rental fees are due 30 days prior to event. All-day rate applies to hours between 8 a.m. and 1 a.m., including cleanup. Requests for extended hours are subject to City approval and additional costs. Changes made to Facility Use Permit less than 30 days prior to event are subject to City approval and may require additional charge. Any changes must be made in writing.

The “All Day Rate” shall be defined as a fee charged specifically for use of the Winema Theater and which includes access to the facility for greater than four (4) consecutive hours.

The “Half-Day Rate” shall be defined as a fee charged specifically for use of the Winema Theater and which includes access to the facility for a maximum of four consecutive hours.

WINEMA THEATER

Private Citizen/Business	\$45.00/hour	
Half Day Rate	\$176.00	(\$44.00/hr)
All Day Rate	\$344.00	(\$43.00/hr)
Non-Profit Groups/Vendors	\$35.00/hour	
Commercial Events*	\$450.00/day	
*Requires Event Host		

SCOTIA MUSEUM

Private Citizen/Business	\$35.00/hour
Non-Profit Groups/Vendors	\$25.00/hour

FIREMAN’S PARK

Private Citizen/Business	\$25.00/hour	
Half Day Rate	\$96.00	(\$24.00/hr)
All Day Rate	\$184.00	(\$23.00/hr)
Non-Profit Groups/Vendors	\$15.00/hour	
Commercial Events*	\$250.00/day	
*Requires Event Host		

PARKS

Soccer Field	\$28.00/hour
Baseball Park	
Baseball Field	\$28.00/hour
Horseshoe Pit	\$20 for 2 hours
Lighting	\$26.00/hour

4. EVENT SERVICES FEES. The District shall charge a fee of \$35 per hour (unless overtime wages apply) for an event host for those events requiring such a host. The minimum charge shall be two hours. Other event service fees shall be determined each year and are based

on the direct expense associated with providing said service. Such event fees shall be established and adopted by the Board.

SPECIAL EVENT SERVICES

Event Setup

Events with less than 100 persons	\$50.00
Events with 101-200 persons	\$80.00
Events with more than 200 persons	\$105.00

Event Cleanup

Events with less than 100 persons	\$100.00
Events with 101-200 persons	\$125.00
Events with more than 200 persons	\$150.00

SECTION 6. STORM DRAINAGE FEES

- 1. INSPECTION FEES.** The District is responsible to annually inspect all private facilities for any violation of the provisions of the Storm Drainage ordinance. Private facilities shall be responsible for the cost of inspection and any associated inspection costs including but not limited to testing.

SECTION 7. DOCUMENT DUPLICATION AND DISTRIBUTION

The following charges are hereby established for the photocopying and mailing of printed material (not applicable to news media and not applicable to allied agencies in case of police reports for investigative purposes):

1. Photocopies.

- A. Per 8 1/2" x 11" and legal size page:
 - Per 1-side page..... \$0.10
 - Per 2-side page..... \$0.20
- B. Per 11" x 17" page:
 - Per 1-side page..... \$0.20
 - Per 2-side page..... \$0.40
- C. Per 24" x 36" page: Per 1-side page..... \$3.00
- D. Conversion of Documents to Electronic Image: \$2.00 plus \$0.10/page

2. Copies of Video Tapes, Audio Tapes, CDs, DVDs. \$3.00/each, plus actual cost for duplication

3. Mailing. \$2.00/each, plus actual postage cost

Scotia Community Services District

Staff Report

DATE: August 17, 2017

TO: Scotia Community Services District Board of Directors

FROM: Steve Tyler, District Manager

SUBJECT: Legal Services Agreement with Law Offices of Tracy Boobar, FY 2017/2018

RECOMMENDATION:

The Administrative staff recommends that the SCSD Board consider authorizing the President of the Board to sign the Legal Services Agreement with Law Offices of Tracy Boobar, for fiscal year 2017/2018.

ACTION:

Authorize the President of the SCSD Board to sign the attached Legal Services Agreement (Agreement).

DISCUSSION:

The Agreement includes the same scope as previous agreements with the Nancy Diamond Law Office, with special consideration at this time regarding malpractice insurance.

FISCAL IMPACT:

See attached Legal Services Agreement with Law Offices of Tracy Boobar, including rate sheet.

**CONTRACT FOR LEGAL SERVICES
BETWEEN
SCOTIA COMMUNITY SERVICES DISTRICT
AND LAW OFFICES OF TRACY M BOOBAR**

THIS CONTRACT FOR LEGAL SERVICES, effective September 1, 2017, is made by and between SCOTIA COMMUNITY SERVICES DISTRICT, hereinafter referred to as "Scotia CSD" or the "District," and LAW OFFICES OF TRACY BOOBAR, hereinafter referred to as "Law Firm."

I. SCOPE OF SERVICES

Scotia CSD shall retain Law Firm as special counsel, and Law Firm shall provide Scotia CSD with advice, counsel and representation in Scotia CSD legal matters and litigation pursuant to the terms and conditions hereafter set forth. Tracy M. Boobar of the Law Firm shall act as primary counsel to Scotia CSD under the terms of this contract. Services of Law Firm are generally described as follows:

A. Basic Legal Services: Law Firm shall provide the following basic legal services:

- 1. Preparation of Documents:** Law Firm shall develop, review, or comment on ordinances, resolutions, contracts, agreements and other documents at the request of Scotia CSD.
- 2. Legal Advice:** Law Firm shall provide Scotia CSD with advice and counsel in oral or written form pertaining to District legal matters at the request of the Scotia CSD Board or Scotia CSD General Manager, including but not limited to resolutions, ordinances, claims for damages, and contracts. Law Firm shall be available for consultation with Scotia CSD staff.

B. Other Legal Services: Law Firm shall provide other legal services to Scotia CSD as follows:

- 1.** Legal review of documents for audits, grant applications, and matters pertaining to funding sought or obtained from other governmental entities.
- 2.** Legal advice in connection with environmental review of major projects proposed for Scotia CSD.
- 3.** Legal services in connection with pending or threatened litigation, including appeals.
- 4.** Legal advice and/or training to the Scotia CSD Board and staff on conflict of interest and ethics statutes, financial disclosure laws, open meetings laws and other matters to ensure compliance with statutory requirements.
- 5.** General Manager services as needed.

C. Litigation: At the request of the Scotia CSD Board, Law Firm shall represent Scotia CSD in litigation. "Litigation," for the purposes of this Contract, means any proceeding in any court or before any local, state or federal administrative agency including, but not limited to, the following services:

- 1.** Acting as defense attorney to fully represent Scotia CSD, its officers and employees against lawsuits filed against Scotia CSD unless said defense is provided by

attorneys engaged by Scotia CSD's insurance carriers to represent Scotia CSD, in which case Law Firm shall fully cooperate with insurance attorneys.

2. Prosecuting all legal actions as directed by the Scotia CSD Board.

D. Meetings: Law Firm shall, upon the request of the President or General Manager, attend Scotia CSD Board of Director meetings. Law Firm shall attend Scotia CSD staff meetings and/or other Scotia CSD meetings when requested by the Scotia CSD President, General Manager or Scotia CSD Board.

E. Services Not Covered: It is expressly understood and agreed that Law Firm shall have no general responsibility for overseeing Scotia CSD operations; and that Law Firm shall have no duty or authority to prosecute criminal violations of any law or ordinance, except as otherwise expressly provided by ordinance or resolution of the Scotia CSD Board. It is also understood and agreed that Scotia CSD may obtain legal services from time to time from other attorneys concerning special matters.

II. COMPENSATION AND EXPENSE REIMBURSEMENT

A. Compensation: Scotia CSD agrees to compensate Law Firm for services and expenses incurred on Scotia CSD's behalf based on the fee schedule in Exhibit A, attached hereto and incorporated herein.

B. Travel Reimbursement: If Law Firm is requested to attend Board Meetings or other staff meetings, the District shall pay for all travel time at the rate set out in Exhibit A. If Law Firm is requested by the Scotia CSD Board or Scotia CSD General Manager to travel outside Humboldt County on Scotia CSD business, Scotia CSD shall reimburse Law Firm for all travel expenses actually incurred, including reasonable charges for meals, lodging, mileage, airfare, taxi service, ground transportation, parking fees, bridge tolls and other similar charges. Said reimbursement will only be paid upon submission of an itemized bill and the appropriate receipts to the Scotia CSD General Manager. Reimbursement for these expenses shall be based on Scotia CSD practices and rates.

C. Miscellaneous:

1. **Office Expenses:** Scotia CSD shall reimburse Law Firm for all costs actually advanced by Law Firm on Scotia CSD's behalf, including but not limited to long distance telephone charges, Fed-Ex, UPS, Priority or Overnight Mail delivery costs, Westlaw charges, charges for recordation and certification of documents and extraordinary postal expenses. In addition, copies shall be charged at a rate of \$.20 per copy.

2. **Litigation Expenses:** Scotia CSD shall reimburse Law Firm for all litigation expenses actually advanced by Law Firm on Scotia CSD's behalf, including but not limited to court filing fees, jury fees, witness fees, deposition costs, costs of obtaining documents by subpoena, and other ordinary and necessary litigation expenses.

3. **Errors and Omissions Insurance:** Law Firm shall not initially have errors and omissions insurance but if insurance is acquired, shall notify the Scotia CSD and provide a copy of said policy.

D. Payment: Scotia CSD will pay Law Firm within thirty (30) days after receipt of billing which itemizes services, time and charges.

III. TERM

This Contract shall be effective beginning September 1, 2017 and terminating June 30, 2018, unless terminated as provided under Section V.

IV. TERMINATION OF CONTRACT

Either party may terminate this Contract by giving ninety (90) days' written notice to the other party. In the event of termination, Law Firm shall receive compensation and reimbursement for all services rendered and expenses due at the time of termination.

V. CONTRACT TERMS TO BE SOLE AGREEMENT

This written Contract contains the sole and entire agreement between the parties. It supersedes any and all other agreements between the parties, including, without limitation, prior contracts for legal services, saving and excepting applicable indemnification provisions therein and any sums due and owing to Law Firm for services rendered, costs or expenses incurred by Law Firm under any prior contract. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement or any representations inducing the execution and delivery thereof except such representations as are specifically set forth herein; and each party acknowledges that it has relied on its own judgment in entering into this Contract.

VI. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING

No waiver or modification of this agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

VII. CONTRACT GOVERNED BY LAW OF STATE OF CALIFORNIA

This Contract and performance hereunder, and all suits and special proceedings hereunder, shall be construed in accordance with the laws of the State of California. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Contract, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

VIII. NOTICE

Notice can be changed from time to time by notifying the other party in writing of the new address. At this time the notice shall, for the purposes of billing or service of legal documents, be as follows:

Tracy M. Boobar
The Law Offices of Tracy M. Boobar
2235 Ralph's Ct.
Eureka, CA 95503

Stephen Tyler
General Manager
Scotia Community Services District
P.O. Box 104 Scotia, CA 95565

IN WITNESS WHEREOF, the parties have entered into this Contract as of the date above written.

LAW OFFICES OF TRACY M. BOOBAR

By: _____
Tracy M. Boobar

SCOTIA COMMUNITY SERVICES DISTRICT

By: _____
President, Scotia Community Services District Board

EXHIBIT A
FEE SCHEDULE
(Effective September 1, 2017)

Attorney Services, Tracy M. Boobar:	September 1, 2017 – June 30, 2018:	\$ 165.00 per hour
Paralegal Services:	September 1, 2017 – June 30, 2018:	\$ 90.00 per hour
Administrative Support Services:	September 1, 2017 – June 30, 2018:	\$ 40.00 per hour

Scotia Community Services District

Staff Report

DATE: August 17, 2017

TO: Scotia Community Services District Board of Directors

FROM: Tracy M Boobar, Special Council
Steve Tyler, District Manager

SUBJECT: Historic Logging Equipment

RECOMMENDATION:

The Administrative staff and Legal Counsel recommend that the SCSD Board review the attached SHN Engineers & Geologists (SHN) report, specific to Asbestos and Lead Survey Findings, for the historic logging equipment (equipment) located outside of the Scotia Museum and the attached Scotia Volunteer Fire Department (SVFD) pictures. Additionally, staff recommends that the Board consider either disposal of the equipment or implementation/installation of specific safety measures.

ACTION:

Provide staff with specific directions.

DISCUSSION:

The Museum property contains historic logging equipment, which include one locomotive (engine #9), two steam donkeys, two tanks and eight steel pulleys. Safety concerns related to this equipment include potential asbestos material, lead based paint and climb and fall issues.

Based on the attached SHN report and attached (SVFD) pictures, staff recommends that the Board consider the following options;

1) Retention of all equipment

This will require remediation of both the identified sources of asbestos material and lead based paint. The work that would be required, by law, must be completed by a CAL EPA certified/licensed contractor.

The repair and or replacement of rusting and deteriorating metal (locomotive flooring, etc.) and some fencing would need to be installed to address the potential for climb and fall issues, which would also need to be completed by a certified/licensed contractor.

2) Disposal of all equipment

The disposal of all equipment can be accomplished by a Public Noticed Sealed Bid Auction. Staff has been contacted by two different railroad historic equipment organizations that are interested in acquiring the existing District equipment.

FISCAL IMPACT:

The actual cost for retention of all equipment is unknown, however estimated remediation/repair costs could exceed \$ 50,000, The FY 2017/18 approved budget does not include revenue for remediation/repairs of this equipment.

There is ***no*** cost to the District for disposal of all equipment and the potential revenue (from a public auction) to the District could exceed \$ 25,000.



Reference: 017138.002

August 3, 2017

Mr. Steven Tyler
Scotia Community Service District
P.O. Box 104
Scotia, CA 95565

**Subject: Asbestos and Lead Survey Findings, for the Historic Logging Equipment
outside of the Scotia Museum, Scotia, California**

Dear Mr. Tyler:

This report documents the asbestos survey performed by SHN Engineers & Geologists, for the historic logging equipment outside of the Scotia Museum. This equipment consisted of one locomotive, two steam donkeys, two tanks, and eight pulleys. The purpose of the survey was to identify suspect asbestos containing materials (ACMs) and lead-based paint (LBP) that may be encountered by the public or by future work.

SHN's Asbestos Survey Procedures

On July 11, 2017, Jason Baugh, a California Occupational Safety and Health Administration (OSHA) Certified Asbestos Consultant (CAC) (Certification #16-5692) performed the asbestos survey. The survey was conducted in accordance with the requirements set forth in the Environmental Protection Agency (EPA) National Emissions Standards for Hazardous Air Pollutants Regulation (40 Code of Federal Regulation [CFR], Part 61), methods presented in the EPA Federal Asbestos Hazard Emergency Response Act Regulation (40 CFR, Part 763), and the California Occupational Safety and Health Administration (Cal-OSHA) Asbestos Construction Standard (8 California Code of Regulations 1529). A visual inspection was conducted to identify suspected ACMs requiring sampling. Once identified, bulk samples were collected at the accessible areas from the suspected ACMs.

Samples were placed in sealed containers marked with unique sample numbers. Bulk samples were submitted under proper chain-of-custody protocol to Forensic Analytical Laboratories of Hayward, California, for analysis using polarized-light microscopy (PLM) by Method EPA-600/R-93/116. Forensic Analytical Laboratories is accredited under the National Institute of Standards and Technology's National Voluntary Laboratory Accreditation Program for the asbestos analysis.

Asbestos Survey Findings

Eight (8) suspect ACM samples were collected during the survey. Table 1 presents a list of materials in which asbestos was identified in concentrations greater than 0.1 percent or materials that were presumed ACM due to inaccessibility.

Table 1 List of Asbestos Containing Materials Historic Logging Equipment, Scotia, California					
Material	Locations	Sample #s	Asbestos (%) ¹	EPA ² & Cal-OSHA ³ Classifications	Quantity (square feet)
White Insulation	Locomotive-(Around Fire Box and Boiler)	SCSD-M1-01 SCSD-M1-02	20%	RACM ⁴ and ACM ⁵	240
Fiber/Rope	Front of Locomotive	SCSD-M4	ASSUMED	Cat. I NF ⁶ and ACM	< 3 ⁷
Tan Fire Brick	Large Steam Donkey-Fire Box	SCSD-M6	ASSUMED	Cat. II NF ⁸ and ACM	190
Gaskets	Large Steam Donkey	SCSD-M7	ASSUMED	Cat. I NF and ACM	N/A ⁹
Gaskets	Small Steam Donkey	SCSD-M8	ASSUMED	Cat. I NF and ACM	N/A
1. %: percent chrysotile asbestos 2. EPA: U.S. Environmental Protection Agency 3. Cal-OSHA: California Occupational Safety and Health Administration 4. RACM: regulated asbestos containing material 5. ACM as defined by Cal-OSHA: asbestos containing material containing 1% or more of asbestos 6. Cat I NF: Category I non-friable 7. <: less than 8. Cat II NF: Category II non-friable 9. N/A: not applicable					

Table 2 presents sampled suspect materials that had results that reported NO asbestos detected by PLM analysis.

Table 2 Materials with No Asbestos Detected Historic Logging Equipment, Scotia, California		
Material	Locations	Sample #s
Tan Fire Brick	Locomotive Fire Box	SCSD-M2-01, SCSD-M2-02
Black Fire Brick	Locomotive Fire Box	SCSD-M3-01
Brake Line Cover	Front of Locomotive	SCSD-M5-01, SCSD-M5-02
Black Mastic	Tanks	SCSD-M9-01

Copies of the asbestos laboratory reports and chain-of-custody documentation are included as Attachment 1. Field notes and a site-sampling map indicating specific sample locations are provided as Attachment 2. Certifications for the Certified Asbestos Consultant are provided as Attachment 3.

Asbestos Materials Classifications

Regulated ACMs (RACMs) are defined by the EPA as being:

- friable asbestos material;
- Category I non-friable ACM that has become friable;
- Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading; or

- d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by 40 CFR 61.

Category I Non-Friable ACMs (Cat. I NF ACM) are defined by the EPA as asbestos-containing packings, gaskets, resilient floor coverings, and asphalt roofing products containing more than 1% asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763 Section 1: Polarized Light Microscopy.

Category II Non-Friable ACMs (Cat. II NF ACM) are defined by the EPA as any asbestos-containing material excluding Category I non-friable ACMs, containing more than 1% asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763 Section 1: Polarized Light Microscopy.

Asbestos Containing Materials (ACMs) are defined by Cal-OSHA as any material containing more than 1% asbestos.

Asbestos Containing Construction Materials (ACCMs) are defined by Cal-OSHA as any manufactured construction material, which contains greater than 0.1% to less than 1% asbestos by weight.

Asbestos Investigation Conclusions

Asbestos was identified at concentrations greater than one percent (>1%) in the white insulation material around the locomotive fire box and boiler. The inaccessible/assumed materials should be treated as asbestos containing or tested when/if they become accessible.

Based on these results and the asbestos inspection performed, SHN is providing the following recommendations:

1. Scotia Community Service District should use this report to identify surfaces and/or components containing asbestos that could be impacted during any restoration or work activity. This includes identifying the scope of work and responsibility for compliance with OSHA, EPA, and Air Quality Management District (AQMD) requirements, as well as defining submittal, control, and set-up procedures, training requirements and disposal requirements.
2. If, during any phase in the course of a project, any material is identified that cannot be determined to be homogeneous to the materials sampled as part of this inspection, the material should be sampled for the presence of asbestos prior to its disturbance, or treated as an ACM.
3. If other spaces not listed within this report, are to be disturbed by renovation and/or demolition activities, they should be sampled for the presence of asbestos prior to disturbance or should be treated as an ACM.
4. This report should be kept by the owner and all future owners for the life of the property and be made readily available for review to owners, tenants, contractors, and so on.

LCP was detected on the painted components listed in Table 4.

Table 4 XRF Results- Surfaces with Lead-containing Paint (LCP) (< 1.0 mg/cm²)^{1,2} Historic Logging Equipment, Scotia, California				
Location #	Measurement #	Material	Locations	Result (mg/cm²)
2	788	Black Paint on Steel	Locomotive-Frame	0.03
3	789	Black Paint on Steel	Locomotive-Tank	0.03
4	790	Black Paint on Steel	Locomotive-Wheel	0.05
5	791	Black Paint on Steel	Locomotive-Cab	0.07
6	792	Black Paint on Steel	Locomotive-Deck	0.02
7	793	Black Paint on Steel	Locomotive-Boiler	0.06
9	795	Red/Black Paint on Steel	Locomotive-Roof	0.08
11	797	Black Paint on Steel	Locomotive-Piping	0.9
13	799	Black Paint on Steel	Locomotive-Cab	0.16
14	800	Black Paint on Wood	Locomotive-Rear Bumper	0.25
15	801	Black Paint on Steel	Locomotive-Wheel Assembly	0.04
16	802	Black Paint on Steel	Locomotive-Air Brake	0.02
30	817	Black Paint on Steel	Small Steam Donkey-Boiler	0.01
31	818	Black Paint on Steel	Small Steam Donkey-Frame	0.01
1. <: less than		2. mg/cm ² : milligrams per square centimeter		

LBP Recommendations

Based on the LBP screening inspection performed, SHN is providing the following recommendations:

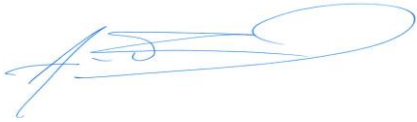
- This report should also be provided to all contractor(s) who may be bidding and/or impacting exterior building finishes and/or components that contain LBP, so that they have been made aware of the existing LBP at the site.
- The contractor and their associated sub-contractors who may impact LBP should be required to provide a site-specific lead compliance plan to, at a minimum, meet the requirements of the Cal-OSHA Lead Construction Standard (8 California Code of Regulations [CCR] 1532.1). It is also recommended that this plan identify the protective measures to be implemented throughout the course of the demolition project, to ensure that a lead hazard is not created during construction, and to determine the final cleaning activities to be performed.
- Work activities, such as, mechanical abrading, grinding, dry sanding, and/or any other activity that creates airborne lead dust, should not be permitted on the project without an approved lead-compliance plan.
- Bulk sampling to obtain results in weight percent (%) or parts per million (ppm) may be required on building surfaces where potential lead contamination and waste characterization for disposal may be necessary to support planned demolition activities.
- This report should be kept by the owner and all future owners for the life of the property and should be made readily available for review to staff, contractors, etc.

Mr. Steven Tyler
Asbestos Survey Findings, Historic Logging Equipment, Scotia, California
August 3, 2017
Page 6

If you need any more information or have questions, please call Jason Baugh at 707-441-8855.

Respectfully submitted,

SHN Engineers & Geologists



Jason Baugh
Certified Asbestos Consultant, CDPH

JRB:lms

Attachments: 1. Laboratory Results and Chain-of-Custody Documentation
2. Field Notes
3. Asbestos Personnel Certifications

1

Laboratory Results, Chain-of-Custody Documentation and XRF Data



Bulk Asbestos Analysis

(EPA Method 600/R-93-116, Visual Area Estimation)

SHN Consulting Eng. & Geologist
Jason Baugh
812 W. Wabash Avenue
Eureka, CA 95501

Client ID: L1610
Report Number: B242786
Date Received: 07/13/17
Date Analyzed: 07/20/17
Date Printed: 07/20/17
First Reported: 07/20/17

Job ID/Site: 017138 - Downtown/Museum, Scotia

FALI Job ID: L1610
Total Samples Submitted: 8
Total Samples Analyzed: 8

Date(s) Collected: 07/08/2017

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
SCSD-M1-01	11912648						
Layer: White Semi-Fibrous Material		Chrysotile	20 %				
Total Composite Values of Fibrous Components:		Asbestos (20%)					
Cellulose (Trace)							
SCSD-M1-02	11912649						
Layer: White Semi-Fibrous Material		Chrysotile	20 %				
Total Composite Values of Fibrous Components:		Asbestos (20%)					
Cellulose (Trace)							
SCSD-M2-01	11912650						
Layer: Tan Cementitious Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
SCSD-M2-02	11912651						
Layer: Grey Non-Fibrous Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
SCSD-M3-01	11912652						
Layer: Black Cementitious Tar			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
SCSD-M5-01	11912653						
Layer: Black Non-Fibrous Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
SCSD-M5-02	11912654						
Layer: Black Non-Fibrous Material			ND				
Layer: Black Cementitious Tar			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
SCSD-M9-01	11912655						
Layer: Black Mastic			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace) Synthetic (Trace)							

Client Name: SHN Consulting Eng. & Geologist

Report Number: B242786

Date Printed: 07/20/17

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
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Tad Thrower, Laboratory Supervisor, Hayward Laboratory

Note: Limit of Quantification ('LOQ') = 1%. 'Trace' denotes the presence of asbestos below the LOQ. 'ND' = 'None Detected'.

Analytical results and reports are generated by Forensic Analytical Laboratories Inc. (FALI) at the request of and for the exclusive use of the person or entity (client) named on such report. Results, reports or copies of same will not be released by FALI to any third party without prior written request from client. This report applies only to the sample(s) tested. Supporting laboratory documentation is available upon request. This report must not be reproduced except in full, unless approved by FALI. The client is solely responsible for the use and interpretation of test results and reports requested from FALI. Forensic Analytical Laboratories Inc. is not able to assess the degree of hazard resulting from materials analyzed. FALI reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified. All samples were received in acceptable condition unless otherwise noted.



Client Name & Address: Jason Baugh SHN Consulting Engineers & Geologists 812 W Wabash Ave. Eureka, CA 95501		Client No.: L1610	PO / Job#: 017138	Date: 07/11/17
Contact: Jason Baugh		Phone: 707-441-8855	Fax: 707-441-8877	E-mail: jbaugh@shn-engr.com
Site: Downtown/Museum		Turn Around Time: Same Day / 1Day / 2Day / 3Day / 4Day / <u>5Day</u>		
Site Location: Scotia		<input type="checkbox"/> PCM: <input type="checkbox"/> NIOSH 7400A / <input type="checkbox"/> NIOSH 7400B <input type="checkbox"/> Rotometer <input checked="" type="checkbox"/> PLM: <input checked="" type="checkbox"/> Standard / <input type="checkbox"/> Point Count 400 - 1000 / <input type="checkbox"/> CARB 435 <input type="checkbox"/> TEM Air: <input type="checkbox"/> AHERA / <input type="checkbox"/> Yamate2 / <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> TEM Bulk: <input type="checkbox"/> Quantitative / <input type="checkbox"/> Qualitative / <input type="checkbox"/> Chatfield <input type="checkbox"/> TEM Water: <input type="checkbox"/> Potable / <input type="checkbox"/> Non-Potable / <input type="checkbox"/> Weight % <input type="checkbox"/> TEM Microvac: <input type="checkbox"/> Qual(+/-) / <input type="checkbox"/> D5755(str/area) / <input type="checkbox"/> D5756(str/mass)		
Comments:		<input type="checkbox"/> IAQ Particle Identification (PLM LAB) <input type="checkbox"/> PLM Opaques/Soot <input type="checkbox"/> Particle Identification (TEM LAB) <input type="checkbox"/> Special Project <input type="checkbox"/> Metals Analysis: Method: _____ Matrix: _____ Analytes: _____		
Report Via:		<input type="checkbox"/> Fax <input checked="" type="checkbox"/> E-Mail <input type="checkbox"/> Verbal		

Sample ID	Date / Time	Sample Location / Description	FOR AIR SAMPLES ONLY				Sample Area / Air Volume
			Type	Time On/Off	Avg. LPM	Total Time	
SCSD-M1-01	7/11/17	WHITE INSULATION - Fire Box	A P C				
M1-02			A P C				
M2-01		Tan Fire Brick	A P C				
M2-02			A P C				
M3-01		BLACK FIRE BRICK	A P C				
M5-01		BRAKE COVER	A P C				
M5-02			A P C				
M9-01		BLACK Mastic (Tanks)	A P C				
			A P C				
			A P C				

Sampled By: J. Baugh		Date: 7/11/17	Time: 13:30 completed
Shipped Via: <input checked="" type="checkbox"/> Fed Ex <input type="checkbox"/> DHL <input type="checkbox"/> UPS <input type="checkbox"/> US Mail <input type="checkbox"/> Courier <input type="checkbox"/> Drop Off <input type="checkbox"/> Other:			
Relinquished By:	Relinquished By:	Relinquished By:	
Date / Time: 7/11/17 - 16:00	Date / Time:	Date / Time:	
Received By:	Received By:	Received By:	
Date / Time:	Date / Time:	Date / Time:	
Condition Acceptable? <input type="checkbox"/> Yes <input type="checkbox"/> No	Condition Acceptable? <input type="checkbox"/> Yes <input type="checkbox"/> No	Condition Acceptable? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Index	Reading No	Time	Type	Units	Sequence	Results	Action Level	PbC	PbL	PbK
1	784	2017-07-11 10:02	PAINT	mg / cm ^2	Final	Negative	1.00	< LOD : 0.16	< LOD : 0.16	< LOD : 2.49
2	785	2017-07-11 10:03	PAINT	mg / cm ^2	Final	Positive	1.00	3.70 ± 2.40	3.70 ± 2.40	< LOD : 14.40
3	786	2017-07-11 10:04	PAINT	mg / cm ^2	Final	Positive	1.00	1.20 ± 0.20	1.20 ± 0.20	< LOD : 1.50
4	787	2017-07-11 10:07	PAINT	mg / cm ^2	Final	Negative	1.00	< LOD : 0.03	< LOD : 0.03	< LOD : 4.33
5	788	2017-07-11 10:08	PAINT	mg / cm ^2	Final	Negative	1.00	< LOD : 0.09	< LOD : 0.09	< LOD : 4.43
6	789	2017-07-11 10:10	PAINT	mg / cm ^2	Final	Negative	1.00	< LOD : 0.09	< LOD : 0.09	< LOD : 4.55
7	790	2017-07-11 10:11	PAINT	mg / cm ^2	Final	Negative	1.00	< LOD : 0.13	< LOD : 0.13	< LOD : 4.28
8	791	2017-07-11 10:12	PAINT	mg / cm ^2	Final	Negative	1.00	< LOD : 0.11	< LOD : 0.11	< LOD : 1.59
9	792	2017-07-11 10:13	PAINT	mg / cm ^2	Final	Negative	1.00	< LOD : 0.14	< LOD : 0.14	< LOD : 3.56
10	793	2017-07-11 10:15	PAINT	mg / cm ^2	Final	Negative	1.00	< LOD : 0.13	< LOD : 0.13	< LOD : 4.02
11	794	2017-07-11 10:16	PAINT	mg / cm ^2	Final	Positive	1.00	1.80 ± 0.60	1.80 ± 0.60	< LOD : 4.95
12	795	2017-07-11 10:19	PAINT	mg / cm ^2	Final	Negative	1.00	< LOD : 0.24	< LOD : 0.24	< LOD : 3.91
13	796	2017-07-11 10:23	PAINT	mg / cm ^2	Final	Negative	1.00	< LOD : 0.04	< LOD : 0.04	< LOD : 2.25
14	797	2017-07-11 10:28	PAINT	mg / cm ^2	Final	Negative	1.00	0.90 ± 0.10	0.90 ± 0.10	0.90 ± 0.50
15	798	2017-07-11 10:30	PAINT	mg / cm ^2	Final	Positive	1.00	3.20 ± 1.90	3.20 ± 1.90	< LOD : 11.40
16	799	2017-07-11 10:32	PAINT	mg / cm ^2	Final	Negative	1.00	< LOD : 0.26	< LOD : 0.26	< LOD : 4.50
17	800	2017-07-11 10:33	PAINT	mg / cm ^2	Final	Negative	1.00	< LOD : 0.34	< LOD : 0.34	< LOD : 2.10
18	801	2017-07-11 10:35	PAINT	mg / cm ^2	Final	Negative	1.00	< LOD : 0.10	< LOD : 0.10	< LOD : 4.08
19	802	2017-07-11 10:36	PAINT	mg / cm ^2	Final	Negative	1.00	< LOD : 0.13	< LOD : 0.13	< LOD : 3.15
20	803	2017-07-11 10:37	PAINT	mg / cm ^2	Final	Negative	1.00	< LOD : 0.03	< LOD : 0.03	< LOD : 3.90
21	804	2017-07-11 10:38	PAINT	mg / cm ^2	Final	Negative	1.00	< LOD : 0.03	< LOD : 0.03	< LOD : 3.79
22	805	2017-07-11 10:40	PAINT	mg / cm ^2	Final	Negative	1.00	< LOD : 0.03	< LOD : 0.03	< LOD : 4.32
23	806	2017-07-11 10:41	PAINT	mg / cm ^2	Final	Negative	1.00	< LOD : 0.03	< LOD : 0.03	< LOD : 4.34
24	807	2017-07-11 10:43	PAINT	mg / cm ^2	Final	Negative	1.00	< LOD : 0.03	< LOD : 0.03	< LOD : 4.11
25	808	2017-07-11 10:44	PAINT	mg / cm ^2	Final	Negative	1.00	< LOD : 0.03	< LOD : 0.03	< LOD : 4.27
26	809	2017-07-11 10:45	PAINT	mg / cm ^2	Final	Negative	1.00	< LOD : 0.03	< LOD : 0.03	< LOD : 4.23
27	810	2017-07-11 10:46	PAINT	mg / cm ^2	Final	Negative	1.00	< LOD : 0.03	< LOD : 0.03	< LOD : 4.35
28	811	2017-07-11 10:47	PAINT	mg / cm ^2	Final	Negative	1.00	< LOD : 0.03	< LOD : 0.03	< LOD : 4.13
29	812	2017-07-11 10:47	PAINT	mg / cm ^2	Final	Negative	1.00	< LOD : 0.03	< LOD : 0.03	< LOD : 4.26
30	813	2017-07-11 10:48	PAINT	mg / cm ^2	Final	Negative	1.00	< LOD : 0.03	< LOD : 0.03	< LOD : 4.14
31	814	2017-07-11 10:59	PAINT	mg / cm ^2	Final	Null	1.00	1.00 ± 0.10	1.00 ± 0.10	1.00 ± 0.50
32	815	2017-07-11 11:00	PAINT	mg / cm ^2	Final	Positive	1.00	2.20 ± 1.20	2.20 ± 1.20	< LOD : 7.95
33	816	2017-07-11 11:02	PAINT	mg / cm ^2	Final	Null	1.00	1.10 ± 0.30	1.10 ± 0.30	< LOD : 3.75
34	817	2017-07-11 11:03	PAINT	mg / cm ^2	Final	Negative	1.00	< LOD : 0.10	< LOD : 0.10	< LOD : 4.40
35	818	2017-07-11 11:04	PAINT	mg / cm ^2	Final	Negative	1.00	< LOD : 0.05	< LOD : 0.05	< LOD : 3.92
36	819	2017-07-11 11:04	PAINT	mg / cm ^2	Final	Negative	1.00	< LOD : 0.03	< LOD : 0.03	< LOD : 4.07
37	820	2017-07-11 11:09	PAINT	mg / cm ^2	Final	Positive	1.00	3.10 ± 2.00	3.10 ± 2.00	< LOD : 11.85

Index	Reading No	Time	Type	Units	Sequence	Results	Action Level	PbC	PbL	PbK
38	821	2017-07-11 11:10	PAINT	mg / cm ^2	Final	Positive	1.00	2.30 ± 1.20	2.30 ± 1.20	< LOD : 8.85
39	822	2017-07-11 11:12	PAINT	mg / cm ^2	Final	Positive	1.00	< LOD : 4.65	< LOD : 4.65	< LOD : 15.90
40	823	2017-07-11 11:12	PAINT	mg / cm ^2	Final	Positive	1.00	3.30 ± 2.00	3.30 ± 2.00	< LOD : 12.30
41	824	2017-07-11 11:13	PAINT	mg / cm ^2	Final	Positive	1.00	1.60 ± 0.50	1.60 ± 0.50	< LOD : 4.20
42	825	2017-07-11 11:14	PAINT	mg / cm ^2	Final	Positive	1.00	2.50 ± 1.40	2.50 ± 1.40	< LOD : 10.50
43	826	2017-07-11 11:15	PAINT	mg / cm ^2	Final	Null	1.00	< LOD : 3.15	< LOD : 3.15	< LOD : 24.15
44	827	2017-07-11 11:16	PAINT	mg / cm ^2	Final	Positive	1.00	2.50 ± 1.40	2.50 ± 1.40	< LOD : 10.35
45	828	2017-07-11 11:17	PAINT	mg / cm ^2	Final	Null	1.00	< LOD : 3.45	< LOD : 3.45	< LOD : 21.90
46	829	2017-07-11 11:19	PAINT	mg / cm ^2	Final	Positive	1.00	2.30 ± 1.30	2.30 ± 1.30	< LOD : 10.20
47	830	2017-07-11 11:20	PAINT	mg / cm ^2	Final	Null	1.00	1.00 ± 0.10	1.00 ± 0.10	1.30 ± 0.70
48	831	2017-07-11 11:20	PAINT	mg / cm ^2	Final	Positive	1.00	2.60 ± 1.30	2.60 ± 1.30	< LOD : 8.25
49	832	2017-07-11 11:22	PAINT	mg / cm ^2	Final	Negative	1.00	< LOD : 0.05	< LOD : 0.05	< LOD : 3.03
50	833	2017-07-11 11:22	PAINT	mg / cm ^2	Final	Positive	1.00	2.60 ± 1.40	2.60 ± 1.40	< LOD : 10.50
51	834	2017-07-11 11:23	PAINT	mg / cm ^2	Final	Null	1.00	1.00 ± 0.30	1.00 ± 0.30	< LOD : 1.95

2

Field Notes



ENGINEERS & GEOLOGISTS

812 W. Wabash Ave.
Eureka, CA 95501-2138

Tel. 707 / 441-8855
Fax: 707 / 441-8877

JOB SCSD CSD

NO. 017138

OF

CALCULATED BY

DATE

CHECKED BY

DATE

SCALE

ASBESTOS

MATERIAL LIST:

TRAIN:

- SCSD - M1 - WHITE INSULATION MATERIAL - TOP OF FIRE BOX
- M2 - TAN FIRE BRICK
- M3 - BLACK " "
- M4 - (ASSUMED) FIBER/ROPE - FRONT OF TRAIN
- M5 - BRAKE LINE COVER

STEAM DONKEY #1

- M6 - TAN FIRE BRICK (NOT ACCESSIBLE TO SAMPLE)
- M7 - ASSUMED GASKETS

STEAM DONKEY #2

- M8 - ASSUMED GASKETS

TANKS

- M9 - BLACK MASTIC

QUANTITIES

M1 - 240 FT²

M2 - 64 FT²

M3 - 16 FT²

M4 - < 3 FT²

M5 - < 2 FT²

M6 - 190 FT²

M7 - N/A

M8 - N/A

M9 - < 1 FT²



ENGINEERS & GEOLOGISTS

812 W. Wabash Ave.
Eureka, CA 95501-2138

Tel. 707 / 441-8855
Fax: 707 / 441-8877

JOB

SCOTIA CSD - MAP

NO.

017138

OF

CALCULATED BY

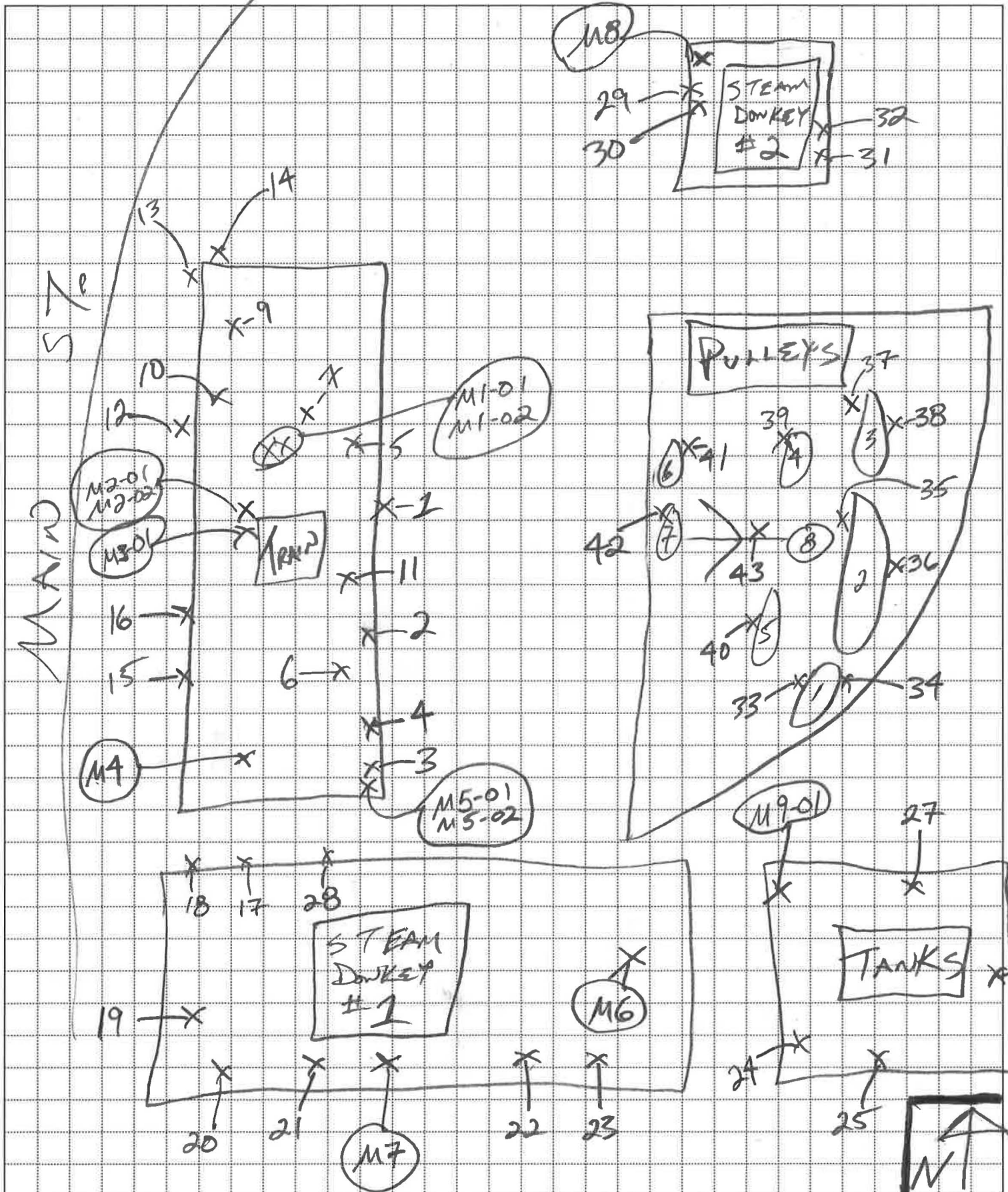
DATE

7/11/17

CHECKED BY

DATE

SCALE





CONSULTING ENGINEERS & GEOLOGISTS, INC.

812 W. Wabash Ave. • Eureka, CA 95501-2138 • 707-441-8855 • FAX: 707-441-8877 • shninfo@shn-engr.com

Date: 7/11/17

Client: Station CSD

SHN Project No.: 017138

Project: TRAIN / STEAM DUNKERS

Inspector: JB

CDPH No.: I-26844

Instrument Type: NITON

Serial No.: 91374

RESULT	Mg/EA	Rdg. #	Room Name	Component	Substrate	Color	Wall (A,B,C,D)	L/C/R
0.03	784		CAL I				A/B/C/D	L/C/R
3.7	785		CAL II				A/B/C/D	L/C/R
1.2	786		CAL III				A/B/C/D	L/C/R
7	787		TRAIN	CAS - WHEEL	STEEL	BLACK	A/B/C/D	L/C/R
0.03	788			FRAME			A/B/C/D	L/C/R
0.03	789			TANK			A/B/C/D	L/C/R
0.05	790			WHEEL			A/B/C/D	L/C/R
0.07	791			TANK IN CAS			A/B/C/D	L/C/R
0.02	792			DECK			A/B/C/D	L/C/R
0.06	793			BOILER			A/B/C/D	L/C/R
1.8	794			EXHAUST (9)		YELLOW	A/B/C/D	L/C/R
0.08	795			ROOF		150/BLACK	A/B/C/D	L/C/R
0	796			CAS - BENCH	WOOD	BLACK	A/B/C/D	L/C/R
0.9	797			PIPING	STEEL	BLACK	A/B/C/D	L/C/R
3.2	798			LOGO (X)		YELLOW	A/B/C/D	L/C/R
0.16	799			CAS		BLACK	A/B/C/D	L/C/R
0.25	800			PEAR. BENCH	WOOD		A/B/C/D	L/C/R
0.04	801			WHEEL ASSEMBLY	STEEL		A/B/C/D	L/C/R
0.02	802			AIR BRAKE			A/B/C/D	L/C/R
8	803		STEAM DUNKER #1	BRAKE HOUSING			A/B/C/D	L/C/R
8	804			FRAME			A/B/C/D	L/C/R
8	805			SPOOL #1			A/B/C/D	L/C/R
8	806			WHEEL			A/B/C/D	L/C/R
8	807			SPOOL #3			A/B/C/D	L/C/R
8	808			BOILER - Bottom			A/B/C/D	L/C/R
8	809			PIPING			A/B/C/D	L/C/R
8	810		FUEL TANKS	BOTTOM TANK WALL			A/B/C/D	L/C/R
8	811			" - Door			A/B/C/D	L/C/R
8	812			TOP TANK WALL			A/B/C/D	L/C/R
8	813						A/B/C/D	L/C/R
2.2	815		STEAM DUNKER #1	LODGE PLATE		YELLOW	A/B/C/D	L/C/R
1.1	816		" " #2	"			A/B/C/D	L/C/R
0.101	817		" " "	BOILER		BLACK	A/B/C/D	L/C/R
0.01	818			FRAME			A/B/C/D	L/C/R
0	819			WHEEL			A/B/C/D	L/C/R
3.1	820		PULLEYS	1			A/B/C/D	L/C/R
2.3	821			1			A/B/C/D	L/C/R
4.4	822			2			A/B/C/D	L/C/R
3.3	823			2 FRAME			A/B/C/D	L/C/R
1.6	824			3			A/B/C/D	L/C/R
2.5	825			3			A/B/C/D	L/C/R
1.8	826			4			A/B/C/D	L/C/R
2.5	827			5			A/B/C/D	L/C/R
2.7	828			6			A/B/C/D	L/C/R

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VOID #814 / 830

CONSULTING ENGINEERS & GEOLOGISTS, INC.

812 W. Wabash Ave. • Eureka, CA 95501-2138 • 707-441-8855 • FAX: 707-441-8877 • shninfo@shn-engr.com

Date: 7/11/17

Client: SCOTIA CSD

Project: TRAIN / STEAM DONKEYS

Inspector: IR

Instrument Type: Al. 70m

SHN Project No.: 017138

CDPH No.: I-26814

Serial No.: 91374

[illegible]

3

Lead & Asbestos Personnel Certifications

DEPARTMENT OF INDUSTRIAL RELATIONS

Division of Occupational Safety and Health

Asbestos Unit

2424 Arden Way, Suite 495

Sacramento, CA 95825-2417

(916) 574-2993 Office (916) 483-0572 Fax

<http://www.dir.ca.gov/dirdatabases.html>actu@dir.ca.gov

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SHN Consulting Engineers & Geologists, Inc.**Jason Baugh****812 W. Wabash Ave.****Eureka****' CA 95501****December 19, 2016**

Dear Certified Asbestos Consultant or Technician:

Congratulations, you have passed your certification examination!

Enclosed is your certification card. **To maintain your certification, please abide by the rules printed on the back of the certification card.**Your certification is valid for a period of one year. If you wish to renew your certification, you must apply for renewal at least 60 days before the expiration date shown on your card in accordance with Title 8, California Code of Regulations, Division 1, Chapter 3.2, Article 2.6, Section 341.15(h) (1).

Please keep and do not send copies of your required AHERA refresher renewal certificates to the Division until you apply for renewal of your certification.

Please contact our office at the above address, fax number or email of any changes in your mailing or work address within 15 days of the change.

Sincerely,

Jeff Ferrell
Senior Safety Engineer

Attachment

cc: File

Passed Exam - Card Attached, Revised 04/04/2012









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MUSEUM

Established 1920



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