



Notice is hereby given that a
REGULAR MEETING
Of the Board of Directors will be held at:
122 Main Street, Scotia, CA 95565

Thursday, October 18, 2018
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** (5 minutes) p. 3
1. Approval of Previous Meeting Minutes
September 20, 2018
 2. Approval of September 1, 2018 – September 31, 2018 Check Registers
 3. Approval of Planwest Partners Invoice
- 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. BUSINESS**
1. New Business –
 - a. Consider Approval of Resolution 2018-18 A Resolution of the Scotia CSD amending the Personnel Policies and Procedure. (15 Minutes) p. 14
 - b. Resolution 2018-19 Revising/Amending the Master Fee Schedule (10 Minutes) p. 57
 - c. Road Maintenance Agreement Between Humboldt Redwood Company LLC. And Scotia CSD (10 Minutes) p. 67
 - d. Water Hauler Agreement (15 Minutes) p. 82
 - a. Review and Approve amendments
 - b. Terra Gen Project
 2. Old Business –

- a. **Second reading and adoption of Ordinance 2018-2 Water Ordinance Update (5 Minutes)**

F. Board Training p. 87

- 1. **Reminder: November 15, 2018 Board Meeting Sexual Harassment training**

G. REPORTS **(5 minutes each)**

The Board may briefly discuss any particular item raised, no action will be taken on these items.

- 1. **President's Report:**
- 2. **Board Director Reports:**
- 3. **General Manager's Report:**
- 4. **Special Counsel's Report:**
- 5. **Engineer's Report:**
- 6. **Fire Chief's Status Report:**
- 7. **Board Clerk Report: Board Clerk Conference 10/22-10/24 in South Lake Tahoe**

H. ADJOURNMENT

Next Regular Meeting of the SCSD will be November 15, 2018 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 for the
Scotia Community Services District
Thursday, September 20, 2018 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

Paul Newmaker, Director - Present

Scott Pitcairn, Director – Present

Susan Pryor, Director – Present

Rick Walsh, President – Present

Staff Present: Leslie Marshall, GM; Steve Tyler, Asst. GM; Steve Davidson, District Engineer; Julie Hawkins, Board Clerk

B. SETTING OF AGENDA

Item E1b_Tabled indefinitely. Budget amendment is not needed.

C. CONSENT CALENDAR

(5 minutes)

1. Approval of Previous Meeting Minutes

August 16, 2018

2. Approval of September 1, 2018 – September 31, 2018 Check Registers

3. Approval of Planwest Partners August Invoice

Board reviewed and discussed briefly. No public comment.

Motion: To Approve Consent Calendar

Motion: Pryor **Second:** Pitcairn

Motion Vote: Ayes- 5- Bristol, Newmaker, Pitcairn, Pryor, Walsh **Opposed:** 0 **Absent:** 0 **Abstain:** 0

D. PUBLIC COMMENT & WRITTEN COMMUNICATION

Board Clerk gave 1099 forms to directors – with instructions to return to Traci Cannon.

North Coast Unified Air Quality Management District released SCSD of our potential violation from the emergency backup generator for wastewater treatment plant. New generator has been ordered – should be arriving soon. Infrastructure will be set up for that including concrete pad and propane.

Letter from county addressing our initial CERS and HMBP inspection identified a number of items that we need to address including --- Max Kauffman from SHN will be handling those items under the current budget allowance with SHN.

E. BUSINESS

1. New Business –

- a. First reading and consider adoption of Ordinance 2018-1 Amending Ordinance 2015-2 Title II – Water Service**

GM read title and introduced. Steve Davidson elaborated on the major changes found on page 6 of the ordinance section 4.15 Penalty for unauthorized use. which states that penalties will be charged if the water tanks are drained, in addition to the cost of the water and electricity.

Board discussed and made no suggestions for changes. Staff will bring the ordinance to the next meeting for final adoption and approval.

No public comment.

b. SHN HMBP & CERS Budget Amendment

Tabled indefinitely – still have a budget allowance for both projects.

2. Old Business – NONE

F. Brief Board Training

1. TBD (15 minutes)

No training held at this meeting. Margaret Long will attend the November 15th meeting.

G. REPORTS (5 minutes each)

The Board may briefly discuss any particular item raised, no action will be taken on these items.

- 1. President's Report:** None
- 2. Board Director Reports:** None.
- 3. General Manager's Report:**

River pump project: The project has begun. It is projected to be completed by October 15th which is the deadline for construction to be complete in the riparian area for the year. Portion between river pumps and block building on the log pond. Remained of corridor project is slated to begin during the Spring of 2019 – likely to do with home sales for phase II.

Requirements by state for flood inundation mapping and emergency action plan: Gregory from SHN will be completing flood inundation mapping portion of the state requirements. Emergency Action plan will cover preparations for emergency. The emergency action plan portion will be completed by Moonstone Associates. GM to move forward with projects at or below her authorized approval limit. Any others will be brought forth to the board.

Heisler #9 Locomotive: The deadline for locomotive and related equipment removal has been extended to October 31st. The District and Friends of the #9 are ironing out details regarding required insurance coverage. Baldo is no longer part of the project. All of the equipment besides the locomotive are going to Timber Heritage.

New office: Steve Tyler reports that the permit has been approved for the new office at 400 Church St. Steve & Brandon Wishneff will be working to make upgrades in time for the October board meeting.

Theater roof replacement: Project must go through design review for historical review. This will slow down the progress and will result in additional costs. Sanders roofing may be able to do emergency repairs to avoid further structural damage from rain leaking in. This would be done between now and project approval.

REC Solar: Staff has met over the phone with REC solar representatives. There may be opportunities for the District to install solar panels as well as batteries to store power so as to avoid peak power charges from PG&E. SD briefly explained the system – The infrastructure would belong to REC, built on SCSD

properties, and the District would purchase energy from REC solar at a lower rate than what is offered by PG&E. Staff will bring in a proposal once it has been received.

Terra Gen Wind Energy Project: There were rumors that the project had been pulled, however it appears that it is moving forward. There have been inquiries about purchasing water for the construction of the wind turbines from SCSD – which would likely result in increased revenue for the District.

Homes continue to be put on the market for sale.

4. **Special Counsel's Report:** None
5. **Engineer's Report:** None
6. **Fire Chief's Status Report:** None
7. **Board Clerk Report:** None

ADJOURNMENT at 6:02 PM by President Rich Walsh

Next Regular Meeting of the SCSD will be October 18, 2018 at 5:30 PM. A Special meeting may be held prior to that.

Approved:

Rick Walsh, President

Board of Directors

Scotia Community Services District

Date

Attest:

Julie Thomas, Board Clerk

Scotia Community Services District

Date

10:21 AM

10/09/18

Accrual Basis

Scotia Community Services District

Account QuickReport

As of September 30, 2018

Type	Date	Num	Name	Memo	Amount	Balance
10000 - RCB Checking 28239						683,691.32
Bill Pmt -Check	09/04/2018	50419	PG&E		-752.28	682,939.04
Deposit	09/04/2018			SDRMA Comp refund	1,001.92	683,940.96
Deposit	09/04/2018			Deposit HRC ACH	116,399.45	800,340.41
Deposit	09/04/2018			Deposit TOS	52,237.40	852,577.81
Deposit	09/04/2018			Deposit UBMMax	11,260.78	863,838.59
Deposit	09/06/2018			UBMax payments	1,220.95	865,059.54
Deposit	09/06/2018			ub-pay CC deposit	250.00	865,309.54
Check	09/07/2018	50392	Town of Scotia		-1,049.21	864,260.33
Deposit	09/11/2018			Deposit	14,060.03	878,320.36
Bill Pmt -Check	09/11/2018	50420	County of Humboldt	Permit 400 Church Street	-1,004.00	877,316.36
Bill Pmt -Check	09/11/2018	50421	Donald Cleek	Drafting & Design 400 Chu...	-784.34	876,532.02
Deposit	09/11/2018			Deposit	600.08	877,132.10
Check	09/12/2018	AUTO...	AT&T	Uverse/Phone Main Street	-41.39	877,090.71
Liability Check	09/12/2018		Redwood Capital Ba...	Created by Payroll Service ...	-1,908.57	875,182.14
Check	09/12/2018	50423	John Hancock USA	PARS #86360	-595.74	874,586.40
Paycheck	09/13/2018	DD1003	Brandon W. Wishneff	Direct Deposit	0.00	874,586.40
Paycheck	09/13/2018	50422	Owen K. Farmer		-2,381.81	872,204.59
Bill Pmt -Check	09/13/2018	50426	Anderson, Lucas, S...	Audit progress billing	-1,750.00	870,454.59
Bill Pmt -Check	09/13/2018	50427	Brian McNeill	Backflow test WWTP	-90.00	870,364.59
Bill Pmt -Check	09/13/2018	50428	BWS Distributors	Calibrate sniffer	-318.02	870,046.57
Bill Pmt -Check	09/13/2018	50429	Fortuna Ace	Parts to repair damages to ...	-20.48	870,026.09
Bill Pmt -Check	09/13/2018	50430	High Rock Conserva...	Brush removal	-200.00	869,826.09
Bill Pmt -Check	09/13/2018	50431	Humboldt Heavy Haul		-825.00	869,001.09
Bill Pmt -Check	09/13/2018	50432	Industrial Electric		-152.93	868,848.16
Bill Pmt -Check	09/13/2018	50433	Johnson's Mobile R...	Temp fence around Engine...	-235.33	868,612.83
Bill Pmt -Check	09/13/2018	50434	Jonathon Penny	9/5/18 Services	-210.00	868,402.83
Bill Pmt -Check	09/13/2018	50435	North Coast Laborat...		-1,480.00	866,922.83
Bill Pmt -Check	09/13/2018	50436	Prentice, Long & Ep...		-1,700.00	865,222.83
Bill Pmt -Check	09/13/2018	50437	Redi-Rents	Paint for sidewalk safety m...	-5.92	865,216.91
Bill Pmt -Check	09/13/2018	50438	Renner Petroleum	49589	-1,400.41	863,816.50
Bill Pmt -Check	09/13/2018	50439	SDRMA	7724	-2,337.84	861,478.66
Bill Pmt -Check	09/13/2018	50440	Sequoia Gas Co.	Tank rental WTP	-80.10	861,398.56
Bill Pmt -Check	09/13/2018	50441	Sequoia Personnel	T. Cannon WE 9.2.2018	-486.75	860,911.81
Bill Pmt -Check	09/13/2018	50442	SHN		-5,358.50	855,553.31
Bill Pmt -Check	09/13/2018	50443	Town of Scotia	August Labor billing/Kosack	-640.00	854,913.31
Bill Pmt -Check	09/13/2018	50444	Wyckoff Plumbing	Portable pump repair	-115.88	854,797.43
Deposit	09/13/2018			Deposit	193.28	854,990.71
Liability Check	09/14/2018	E-pay	EDD	093-5926-6 QB Tracking # ...	-406.68	854,584.03
Liability Check	09/14/2018	E-pay	United States Treas...	82-1570573 QB Tracking #...	-1,513.54	853,070.49
Liability Check	09/14/2018	E-pay	EDD	093-5926-6 QB Tracking # ...	-131.22	852,939.27
Liability Check	09/14/2018	E-pay	United States Treas...	82-1570573 QB Tracking #...	-22.49	852,916.78
Check	09/17/2018	50456	Visa		-4,184.19	848,732.59
Deposit	09/18/2018			ub-pay CC dep	186.86	848,919.45
Bill Pmt -Check	09/19/2018	50445	Fortuna Ace		-139.76	848,779.69
Bill Pmt -Check	09/19/2018	50446	Horizon Business Pr...	Ship cl reg to Aqua Sierra f...	-34.38	848,745.31
Bill Pmt -Check	09/19/2018	50447	Planwest Partners		-14,240.80	834,504.51
Bill Pmt -Check	09/19/2018	50448	Recology Eel River	496525 & 505547	-206.93	834,297.58
Bill Pmt -Check	09/19/2018	50449	Redi-Rents	Nitrile gloves	-41.21	834,256.37

10:21 AM

10/09/18

Accrual Basis

Scotia Community Services District

Account QuickReport

As of September 30, 2018

Type	Date	Num	Name	Memo	Amount	Balance
Bill Pmt -Check	09/19/2018	50450	Rocha Automotive	Chev truck service, brakes,...	-2,186.13	832,070.24
Bill Pmt -Check	09/19/2018	50451	Sequoia Personnel		-973.50	831,096.74
Bill Pmt -Check	09/19/2018	50452	SHN		-2,770.74	828,326.00
Bill Pmt -Check	09/19/2018	50453	Steves Septic	2500 gal Scotia to Ferndale	-750.00	827,576.00
Deposit	09/20/2018			Deposit	524.84	828,100.84
Liability Check	09/26/2018		Redwood Capital Ba...	Created by Payroll Service ...	-1,714.32	826,386.52
Deposit	09/26/2018			HRC ACH Deposit	33,753.29	860,139.81
Deposit	09/26/2018			TOS Deposit	51,924.20	912,064.01
Deposit	09/26/2018			Deposit	11,159.47	923,223.48
Deposit	09/26/2018			ub-pay CC deposit	158.87	923,382.35
Check	09/27/2018	AUTO...	AT&T	Church St Uverse	-40.00	923,342.35
Paycheck	09/27/2018	DD1004	Brandon W. Wishneff	Direct Deposit	0.00	923,342.35
Paycheck	09/27/2018	50454	Owen K. Farmer		-2,294.56	921,047.79
Check	09/27/2018	50455	John Hancock USA	PARS #86360	-545.06	920,502.73
Bill Pmt -Check	09/27/2018	50459	Advanced Security	169 Main Water Plant moni...	-76.50	920,426.23
Bill Pmt -Check	09/27/2018	50460	Fortuna Ace		-68.67	920,357.56
Bill Pmt -Check	09/27/2018	50461	Jonathon Penny	Sept 26 routine mowing & t...	-210.00	920,147.56
Bill Pmt -Check	09/27/2018	50462	PG&E		-16,879.36	903,268.20
Bill Pmt -Check	09/27/2018	50463	Precision Intermedia	Monthly web hosting	-30.00	903,238.20
Bill Pmt -Check	09/27/2018	50464	Redi-Rents	Mini Excavator rental - clea...	-1,372.00	901,866.20
Bill Pmt -Check	09/27/2018	50465	Sequoia Personnel	T. Cannon WE 9.23.2018	-469.88	901,396.32
Bill Pmt -Check	09/27/2018	50466	SHN		-618.25	900,778.07
Deposit	09/27/2018			Deposit	2,823.02	903,601.09
Deposit	09/27/2018			ub-pay CC deposit	181.49	903,782.58
Deposit	09/27/2018			Deposit	611.02	904,393.60
Liability Check	09/28/2018	E-pay	EDD	093-5926-6 QB Tracking # ...	-352.71	904,040.89
Liability Check	09/28/2018	E-pay	United States Treas...	82-1570573 QB Tracking #...	-1,378.76	902,662.13
Liability Check	09/28/2018	E-pay	EDD	093-5926-6 QB Tracking # ...	-1.14	902,660.99
Liability Check	09/28/2018	E-pay	United States Treas...	82-1570573 QB Tracking #...	-0.20	902,660.79
Total 10000 · RCB Checking 28239					218,969.47	902,660.79
TOTAL					218,969.47	902,660.79

10:24 AM

10/09/18

Cash Basis

Scotia Community Services District
Account QuickReport
As of September 30, 2018

Type	Date	Num	Name	Memo	Original Amount	Paid Amount	Balance
12000 · RCB Savings 10367							50,028.84
Deposit	01/31/2018			Interest	4.25	4.25	50,033.09
Deposit	02/28/2018			Interest	3.84	3.84	50,036.93
Deposit	03/18/2018			Deposit of Bid...	56,240.00	56,240.00	106,276.93
Deposit	03/31/2018			Interest	6.80	6.80	106,283.73
Deposit	04/30/2018			Interest	10.48	10.48	106,294.21
Deposit	05/31/2018			Interest	12.06	12.06	106,306.27
Deposit	06/30/2018			Interest	13.11	13.11	106,319.38
Deposit	07/31/2018			Interest	13.55	13.55	106,332.93
Deposit	08/31/2018			Interest	13.55	13.55	106,346.48
Total 12000 · RCB Savings 10367						56,317.64	106,346.48
TOTAL						56,317.64	106,346.48

10:23 AM

10/09/18

Cash Basis

Scotia Community Services District
Account QuickReport
As of September 30, 2018

Type	Date	Num	Memo	Original Amount	Paid Amount	Balance
12100 · RCB Cust Deposit Savings 10797						4,201.24
Deposit	06/20/2018		416 Church St.	100.00	100.00	4,301.24
Deposit	06/28/2018		414 Church S...	100.00	100.00	4,401.24
Deposit	06/30/2018		Interest	0.35	0.35	4,401.59
Deposit	07/02/2018		211 Mill Street	135.00	135.00	4,536.59
Deposit	07/02/2018		354 Eddy Street	100.00	100.00	4,636.59
Deposit	07/11/2018		Transfer A/R ...	-35.00	-35.00	4,601.59
Deposit	07/31/2018		Interest	0.39	0.39	4,601.98
Deposit	08/22/2018		422 Church N...	100.00	100.00	4,701.98
Deposit	08/31/2018		Interest	0.39	0.39	4,702.37
Deposit	09/26/2018		215 Mill Deposit	100.00	100.00	4,802.37
Total 12100 · RCB Cust Deposit Savings 10797					601.13	4,802.37
TOTAL					601.13	4,802.37

11:12 AM

10/09/18

Accrual Basis

Scotia Community Services District
Account QuickReport
As of September 30, 2018

Type	Date	Num	Name	Memo	Amount	Balance
11000 · RCB CD 10929						50,085.77
Deposit	01/30/2018			Deposit	10.63	50,096.40
Deposit	02/28/2018			Deposit	9.95	50,106.35
Deposit	03/30/2018			March Interes...	10.30	50,116.65
Deposit	04/30/2018			April Interest ...	10.64	50,127.29
Deposit	05/31/2018			Deposit of Int...	10.64	50,137.93
Deposit	06/30/2018			Deposit Intere...	12.36	50,150.29
Deposit	07/30/2018			Monthly Inter...	12.36	50,162.65
Deposit	09/30/2018			Interest earned	12.78	50,175.43
Total 11000 · RCB CD 10929					89.66	50,175.43
TOTAL					89.66	50,175.43



INVOICE

DATE: September 30, 2018
TO: Rick Walsh, Board President
Scotia Community Services District

INVOICE # 18-226-09

Approved for Payment

PROJECT: Scotia Community Services District Staffing Services for September 2018

Task 1 – General Board Secretary/Clerk/Interim General Manager Duties

1.1 Administrative Duties

General Admin tasks- organizing files, researching and formatting documents, staff meetings, travel for meetings/staffing, responded and re-directed all incoming correspondence. Checked SCSD e-mail, mail, phone messages. Met with insurance inspector with SDRMA.

1.2 Policies, Procedures, Ordinances

Preliminary review of Ordinances.

1.3 Community Meetings Preparation and Attendance

Met with Town of Scotia LLC., John Broadstock of the Scotia Volunteer Fire Department and Terra Gen on various District matters.

1.4 CSD Board Meeting Preparation and Attendance

Prepared agenda and board packet and attended regular meeting on September 20th.

1.5 Bookkeeping, Billing, Invoicing, and Banking

General billing and invoicing. QuickBooks and financial accounting. Banking.

1.6 Website Postings & Management

Regular website maintenance and development. Website posting and document publishing.

1.7 Budgeting

General ongoing budget review.

1.8 Grant Research and Writing

Worked with SHN to submit water and wastewater planning grant applications, including providing financial documents and information.

1.9 Personnel

Management and coordination of personnel, including finalization of benefits, scheduling, etc.

Task 2 – Operations/Management of District Assets

Continued Operations for Water, wastewater, parks and recreation, streets and street lighting, and storm drainage.



SERVICES AUGUST 2018

Principal*	0 hours @ \$108 per hour	\$ 0.00
General Manager*	111.25 hours @ \$62 per hour	\$ 6,897.50
Asst. GM*	40 hours @ \$58 per hour	\$ 2,320.00
District Engineer	6.0 hours @ \$58 per hour	\$ 348.00
W/WW Operations Superintendent	17.5 hours @ \$58 per hour	\$ 1,015.00
GIS Analyst	1.0 hours @ \$62 per hour	\$ 62.00
Planning Tech/Clerk*	51.00 hours @ \$50 per hour	\$ 2,550.00
Mileage Expenses	637.2 miles @ \$ 0.545/ mile	\$ 347.27
Postage Expense		<u>\$ 1.63</u>

AMOUNT THIS INVOICE # 18-226-08

\$13,541.40

*General Manager, Asst. GM, Clerk & Principal time and activities include travel.

Please make check payable to: Planwest Partners
P.O. Box 4581
Arcata, CA 95518
Tax Identification Number: 90-0262382

Scotia CSD: Planwest Partners Staffing Scope 5 - September 2018

				Planwest Partners Inc.							
Task	Budget	July	August	General Manager LM	Asst. GM ST	Engineer SD	Operations Superintendent BG	GIS Analyst JB	Planning Tech/ClerkJT	Expense	September Total
	Rate	192,000		\$62	\$58	\$58	\$58	\$62	\$50		
Task 1 - General Board Secretary/Clerk/Interim General Manager Duties	\$100,000.00										\$9,270.40
1.1 Administrative Duties		\$5,032.88	\$4,024.30	31.50	5.00	1.00			28.50	\$348.90	\$4,074.90
1.2 Policies, Procedures, Ordinances		\$232.00	\$360.00	6.50	3.00	2.00					\$693.00
1.3 Community Meetings prep & attendance		\$496.00	\$496.00	2.50							\$155.00
1.4 CSD Board Meeting (Prep & Attendance, Minutes)		\$2,366.50	\$2,705.00	2.00	4.00	3.00			21.00		\$1,580.00
1.5 Bookkeeping, Banking, Billing, and Invoicing		\$589.00	\$1,193.50	7.00							\$434.00
1.6 Website/Emails/File Management		\$121.00	\$453.50	7.00					1.50		\$509.00
1.7 Budgeting		\$135.50	\$213.00	1.00	1.00						\$120.00
1.8 Grant Research and Writing		\$527.00	\$186.00	7.50							\$465.00
1.9 Personnel		\$523.00	\$775.00	16.25	4.00						\$1,239.50
Task 2- Operations/Management	\$92,000.00										\$4,271.00
2.1 Treated Water, Raw Water, and Distribution		\$1,831.00	\$1,199.00	9.00	8.00		2.50				\$1,167.00
2.2 Wastewater Collection, Treatment, Discharge, NPDES		\$1,811.00	\$2,008.50	10.50	11.00		15.00				\$2,159.00
2.3 Stormwater and Drainage		\$472.00	\$58.00	0.00	0.00						\$0.00
2.4 CSD Streets & Alleys, Street Lighting		\$174.00	\$58.00	0.00	0.00						\$0.00
2.5 Parks Recreation: Community Forest, Theatre, Museum, Carpenter shop, Landscaping		\$716.50	\$356.00	6.50	4.00			1.00			\$697.00
2.6 Land & Easements		\$651.00	\$155.00	4.00							\$248.00
Staff Hours				111.25	40.00	6.00	17.50	1.00	51.00	Total Hrs	226.75
Total	\$192,000.00	\$15,678.38	\$14,240.80	\$6,897.50	\$2,320.00	\$348.00	\$1,015.00	\$62.00	\$2,550.00	\$348.90	\$13,541.40

Monthly Expenses	Expense
Mileage: 637.2 @ \$0.545/mile (miles)	\$347.27
Legal Notice - Times-Standard	
Printing Expenses	
Postage Expenses	\$1.63
Office Supply Expenses	
Monthly Expense Total	\$348.90

Scotia Community Services District

Staff Report

DATE: October 18, 2018
TO: Scotia Community Services District Board of Directors
FROM: Steve Tyler, Asst. General Manager, Leslie Marshall, General Manager
SUBJECT: Consider Adopting Resolution 2018-18: Amending Personnel Policies and Procedures of the Scotia Community Services District (SCSD).

RECOMMENDATION:

The Administrative staff recommends that the SCSD Board consider Adopting Resolution 2018-18: Amending Personnel Policies and Procedures (PPP) of the SCSD.

ACTION:

Review and discuss the Amendment and Adopt Resolution 2018-18

DISCUSSION:

The Special District Risk Management Authority (SDRMA) recommends that California Public Agencies, review all existing adopted Policies and Procedures on an annual basis. SDRMA also recommends that administrative staff provide revisions for all adopted policies and procedures, to their respective Board, for consideration and adoption by resolution.

Administrative staff have completed the annual review of the SCSD Board adopted PPP and recommend that the Board consider the revisions to the listed Sections of the PPP. *Section 2.7.5 Formal Complaint Process* has been revised to meet legal recommendations. *Section 3.2.1 Work Hours* has been revised to include tracking time worked. *Section 3.2.6 Rest and Meal Breaks* has been revised to include meal break location specifics. *Section 3.2.7.d Overtime* an overtime accrual definition has been added. *Section 3.2.9 Termination* has been rewritten and retitled *Discipline*. *Section 3.4.8 Standby Pay* has been redefined to include specific hours, days, and areas of responsibility. *Section 3.7 Probationary Period* has been rewritten and retitled. *Section 4.3.1 Vacation* has been revised to include regular (permanent) part-time employees (working a minimum of 20 hours/week). *Section 4.4.1 &.2 and 4.4.3 Sick Leave* have been revised to meet current legal requirements. *Section 4.5 Sick Leave Conversion* is not required, by the current Board adopted retirement plan, and has been eliminated. *Section 4.9.4 Leave of Absence without Pay/Benefits* has been revised to clarify employee costs. *Section 6.2 Life Insurance* has been revised for any potential life insurance plan that the Board may adopt. *Section 7.9.1 Reasonable Suspicion, Section 7.9.2 Pre-Employment Testing and Section 7.9.3 Post-Accident Testing* are all new required sections specific to drug and alcohol testing. *Section 7.14.6 DMV Pull-Notice Program* is a new recommended section.

All section revisions have been reviewed and/or provided by Legal Counsel and where applicable follow the Fair Labor Standards Act (FLSA) requirements.

FISCAL IMPACT:

None

ATTACHMENTS:

Resolution 2018-18 with Personnel Policies and Procedures of the SCSD

RESOLUTION NO. 2018-18

**A RESOLUTION OF THE SCOTIA COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS
AMENDING THE PERSONNEL POLICIES AND PROCEDURES**

WHEREAS, the Scotia Community Services District (“Scotia CSD”) is organized and operates pursuant to the California Government Code Section 61000, *et seq.*; and

WHEREAS, California Government Code Section 61045(g) requires the Board to adopt administrative policies, including personnel policies, for the operation of the Scotia Community Services District; and

WHEREAS, to provide direction on all personnel issues in the Scotia CSD, and to ensure the consistent application of all federal, state, local and District rules and regulations regarding District employees, it is necessary to adopt a personnel policy; and

WHEREAS, the original Personnel Policies and Procedures were adopted on January 21, 2016 under Resolution 2016-1: A Resolution of the Board of Directors of the Scotia Community Services District to adopt the Scotia Community Services District Personnel Policies and Procedures, was amended under Resolution 2017-12: A Resolution of the Scotia Community Services District Board of Directors Amending The Personnel Policies and Procedures and is amended under this resolution, and may be amended again at any time.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Scotia Community Service District as follows:

Section 1: The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

Section 2: The Scotia Community Services District Personnel Policies and Procedures, dated October 18, 2018, attached hereto as Exhibit “A” and by this reference made a part hereof, is hereby adopted as the official personnel policy and procedures of this District.

This resolution shall be effective upon its adoption.

Dated: October 18, 2018

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. 2018-18, passed and adopted at a regular meeting of the Scotia Community Service District Board of Directors, County of Humboldt, State of California, held on the 18th day of October 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Board Clerk, Scotia CSD

Attached: Scotia Community Services District Personnel Policies and Procedures



PERSONNEL POLICIES AND PROCEDURES

OF THE

SCOTIA COMMUNITY SERVICES DISTRICT

October 18, 2018,

Deleted: December 14, 2017

SECTION 1.0 BASIS OF AUTHORITY

1.1 Resolution No. 2016-1 dated 1/21/2016, Amended in Resolution No. 2017-12 dated 12/14/2017, Amended in Resolution No. 2018-18 dated 10/20/18

1.2 Intent

1.2.1 The purpose of the Scotia Community Services District (“SCSD”) Personnel Policies and Procedures document is to provide direction on all personnel issues in the SCSD. The Personnel Policies and Procedures will ensure consistent application of all personnel rules and regulations for all District employees.

1.3 District Rights

1.3.1 It is the exclusive right of SCSD, except as otherwise provided in these policies and procedures, to make all decisions of a managerial or administrative character, including but not limited to:

1.3.2 Managing and directing its business and personnel.

1.3.3 Managing, controlling, and determining the mission, its divisions, building facilities and operations.

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1.3.4 Creating, changing, combining or eliminating jobs, policies, divisions and facilities in whole or in part.

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1.3.5 Subcontracting or discontinuing work for economic or operational reasons.

1.3.6 Specifying or assigning work requirements, including overtime.

1.3.7 Scheduling working hours and shifts.

1.3.8 Adopting rules of conduct and penalties for any violations.

1.3.9 Taking whatever action necessary to prepare for, and to operate in, an emergency.

1.3.10 Hiring, promoting, transferring, assigning, classifying positions, retaining employees, and suspending, demoting, discharging or taking disciplinary action against employees.

1.3.11 Terminating, demoting or furloughing employees from duties for legitimate reasons. The General Manager may determine the order of layoff and those employees who will be affected based on the needs of the District.

1.3.12 Determining the policies, standards, procedures, methods, means and personnel by which SCSD operations are to be conducted.

1.3.13 Nothing in these policies and procedures shall be construed to interfere with the SCSD’s right to manage its operations in the most economical and efficient manner consistent with the best interests of all the citizens of SCSD.

SECTION 2.0 EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

2.1 Equal Employment Opportunity Policies: It is the policy of the SCSD to comply with the spirit and letter of all laws prohibiting discrimination. The SCSD shall provide equal opportunity in the provision of programs, services, and employment opportunities. No person shall be discriminated against regarding recruitment, selection, appointment, training, promotion, retention, discipline, or other aspects of employment because of race, creed, color, religion, sex, marital status, ancestry, national origin, physical disability, mental disability, medical condition, age, political affiliation, sexual orientation, or other non-merit factors.

2.1.1 Definitions

Non-Discrimination: The following laws establish requirements for non-discrimination in employment:

- a. Title VII of the Civil Rights Act of 1964 (Title VII) prohibits employment discrimination based on race, color, religion, sex, or national origin.
- b. The Equal Pay Act of 1963 (EPA) protects men and women who perform substantially equal work in the same establishment from sex-based wage discrimination.
- c. The Age Discrimination in Employment Act of 1967 (ADEA) protects individuals who are 40 years of age or older.
- d. Title I and Title V of the Americans with Disabilities Act of 1990 (ADA) prohibit employment discrimination against qualified individuals with disabilities in the private sector and in state and local governments.
- e. Sections 501 and 505 of the Rehabilitation Act of 1973 prohibit discrimination against qualified individuals with disabilities (who work in the federal government).
- f. The Civil Rights Act of 1991, among other things, provides monetary damages in cases of intentional employment discrimination.
- g. The California Fair Employment and Housing Act establishes the requirement for nondiscrimination in employment based on race, religion, creed, color, national origin, age (40 and over), ancestry, disability (mental and physical) including HIV and AIDS, medical condition (cancer and genetic characteristics), marital status, sex, sexual orientation, or denial of family and medical care leave.

Discrimination in employment as prohibited by federal, state, and other directives includes but is not limited to:

- a. Exclusion from employment or work activities for non-job-related reasons.
- b. Verbal harassment; e.g., racial or ethnic slurs or epithets.
- c. Harassment of any kind initiated because of an individual's race, sex, age,

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handicap, religion, or ethnicity.

Sexual Harassment: *Sexual harassment in any form will not be tolerated by the SCSD.* Harassment based on sex is a violation of Title VII of the Civil Rights Act of 1964, as amended, and The Fair Employment and Housing Act, Government Code Section 12940. Sexual Harassment includes but is not limited to:

- a. Verbal harassment; e.g., graphic verbal comments about an individual's body, suggestive letters or notes, swearing, cursing, derogatory comments, or slurs that have a sexual connotation.
- b. Physical harassment; e.g., touching, assault, impeding or blocking movement, or any interference with normal work or movement when directed sexually at an individual.
- c. Visual forms of harassment; e.g., sexual gestures, derogatory or sexually suggestive posters, cartoons, or drawings of a sexual nature.
- d. Quid pro quo: conditioning an employment offer or benefit upon an exchange of sexual favors.
- e. Sexual advances or harassment which interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

2.2 Sexual and Other Harassment Policies

2.2.1 It is the policy of the SCSD to provide a workplace free of harassment. Harassment is prohibited, is considered an act of misconduct and may result in disciplinary action up to and including termination. This policy applies to all the SCSD's employees and agents, including supervisory and non-supervisory employees. All supervisors and managers are responsible for implementing and monitoring compliance with this policy.

2.2.2 Harassment is defined as unwelcome or unsolicited verbal, physical, sexual, or visual conduct which is made a term or condition of employment; is used as the basis for employment decisions; or creates an intimidating, hostile, or offensive working environment. Examples of what may be considered harassment, depending on the facts and circumstances, include, but are not limited to, the following:

- a. Verbal harassment: Derogatory or vulgar comments regarding a person's race, sex, gender, age, religion, ethnic heritage, national origin, disability, or other classifications protected by law; verbal abuse of a sexual nature; graphic verbal commentaries about an individual's body; sexually degrading words used to describe an individual; suggestive or obscene letters, notes or invitations.
- b. Physical harassment: Hitting, pushing, touching, assaulting, impeding or blocking movement or other aggressive physical conduct, or threats to take such action.

- c. Sexual harassment: Unwelcome or unsolicited sexual advances, demands for sexual favors, or other verbal or physical conduct of a sexual nature. Sexual harassment includes, but is not limited to, making unwanted sexual advances and requests for sexual favors where either (1) submission to such conduct is made an explicit or implicit term or condition of employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.
- d. Visual harassment: leering, making sexual gestures, displaying sexually suggestive objects, pictures, cartoons, posters, or other writing or graphic materials.

2.2.3 Any employee who has a complaint of harassment at work involving anyone, including supervisors, co-workers, or visitors, should promptly notify the General Manager.

2.2.4 Supervisors who become aware of any harassment, whether it involves employee-to-employee, employee-to-supervisor or supervisor-to-employee conduct, must promptly report the matter to the General Manager. If supervisors observe such harassment, they should take immediate action to stop it and report it to the General Manager.

2.2.5 Special privacy safeguards will be applied in handling all harassment complaints. All employees should be aware that the privacy of the charging party and the person accused of harassment will be, to the extent practicable, kept confidential. The SCSD will take appropriate corrective action, up to and including termination of employment, to remedy all violations of this policy.

The SCSD strictly prohibits any form of retaliation against anyone who complains of harassment to management.

2.3 Gender Discrimination Policy Statement: The SCSD is committed to equal employment opportunity for all employees and applicants for employment without regard to an individual's gender or other non-merit factors. Applicants of all genders will be recruited for all vacancies.

Employees of all genders shall have equal opportunity to any available job that they are qualified to perform. No distinction shall be made between genders in compensation, benefits, or other conditions of employment.

2.4 Religion and National Origin Policy Statement: The SCSD is committed to providing equal employment opportunity and shall not discriminate against any employee or applicant for employment because of religion, national origin, or other non-merit factor. The SCSD shall make reasonable accommodations to the religious observances and practices of employees or prospective employees when such accommodation can be made without undue hardship on the conduct of business. Business necessity, costs or expenses, and any resulting personnel problems will be considered when deciding on

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reasonable accommodation.

- 2.5 Americans with Disabilities Act (“ADA”) Policy Statement:** It is the policy of the SCSD to comply with the ADA and all other laws that prohibit discrimination. The SCSD shall hire otherwise qualified applicants who can perform the essential functions of the job without regard to an individual's physical or mental disability. The SCSD shall reasonably accommodate the physical or mental disabilities of employees or applicants who are otherwise qualified unless the accommodation would impose an undue hardship.

2.6 Equal Employment Opportunity Program Details

- 2.6.1 Responsibilities:** To ensure equal employment opportunity for all individuals, the SCSD has designated specific responsibilities to various staff members. The following positions shall undertake the responsibilities described below.

SCSD Board of Directors: The Board has the ultimate responsibility for setting a climate in which equal employment opportunity goals can be achieved through the establishment of policy and supporting programs.

General Manager: The General Manager has overall responsibility for all Equal Employment Opportunity Issues and compliance with the Americans with Disabilities Act. The General Manager shall ensure that the organization's policies of equal opportunity are effectively implemented at all levels of the organization.

Managers and Supervisors: Each manager and supervisor shall ensure that the SCSD's policy of equal employment opportunity is implemented in the unit and shall:

- a. Assure compliance with Equal Employment Opportunity/Affirmative Action and Americans with Disabilities Act programs and policies in their divisions.
- b. Assist in developing and implementing Equal Employment Opportunity/Affirmative Action and Americans with Disabilities Act programs.
- c. Ensure that the SCSD's policies and programs are communicated and upheld by all unit employees.
- d. Develop and implement equal employment in response to identified deficiencies in the divisions.
- e. Cooperate in the investigation and resolution of discrimination complaints.
- f. Ensure that all recruitments, interviews, offers of employment, development programs, transfers, job assignments, promotions, and separations are consistent with the SCSD's Equal Employment Opportunity policy.

Employees: Employees shall adhere to and support Equal Employment Opportunity policies and procedures and the Americans with Disabilities Act via their actions and behaviors.

The EEOP can be contacted for additional information or support at (916)227-

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2859 or at workplacefairness.org.

2.7 Complaint Process

2.7.1 Complaint Process: This section states the SCSD's policy, guidelines, and procedures regarding discrimination and sexual harassment.

The SCSD's policy is to provide a work environment free from any type of discrimination and sexual harassment. Discrimination and sexual harassment are illegal and will not be tolerated by the SCSD. Appropriate disciplinary action, including the possibility of termination, will be taken against employees found responsible for discrimination or sexual harassment, and against supervisors who allow such practices to continue.

The SCSD will not discriminate against or harass any employee for filing a complaint. Employees, supervisors or managers who retaliate against an employee for filing a complaint are in violation of this policy.

2.7.2 Process for Resolving Complaints: The SCSD encourages employees to try to resolve their complaints informally within their divisions before considering a formal complaint. However, employees may file a formal complaint without going through the informal complaint process.

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2.7.3 Date of Occurrence: The date and time that an employee realizes that he or she has been discriminated against or sexually harassed. The date of occurrence is an important factor in the investigation process.

2.7.4 Informal Complaint Process: An employee who believes that he or she is being discriminated against or sexually harassed by a co-worker or supervisor is encouraged to:

- a. Confront whoever is doing the discriminating or harassing in a polite but firm manner. The employee should state how he or she feels about what is occurring.
- b. Request the person to stop the discriminating/harassing behavior because it is intimidating, offensive, and/or uncomfortable. If possible, the employee should bring a witness for this discussion.
- c. Write a statement for the employee's own records about the incident, noting the date of occurrence, time, and other details; summarize in writing the results of any conversation(s) with the person who is doing the discriminating/harassing. This information may be important if there is a formal investigation later.

If the discrimination or harassment continues and has not been resolved in the daily work environment, or if the employee does not wish to confront the person doing the discriminating or harassing, the employee is encouraged to present the complaint as follows:

- a. If a co-worker perpetrates the discrimination or harassment, the employee should present the complaint to his or her supervisor.

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- b. If the employee's supervisor perpetrates the discrimination or harassment, the employee should present the complaint to the next level of management.
- c. If the employee does not feel comfortable with the above, or if the supervisor or manager would be the General Manager, he or she should present the complaint to the SCSD Board of Directors. The supervisor or next level of management will attempt to resolve the issue with an objective, confidential investigation to begin within three working days of the date of the employee contact.

A written response will be given to the employee within fifteen (15) working days of the date of the employee contact.

2.7.5 Formal Complaint Process: If the employee chooses to bypass the informal complaint process, a formal complaint shall be made no later than 10 days after the employee should reasonably have been aware of the alleged act of discrimination or harassment.

If the complaint is not resolved through the informal complaint process, a formal complaint should be made as soon as possible, but not later than 45 days after the employee should reasonably have been aware of the alleged act of discrimination or harassment, or if the employee chooses to bypass the informal complaint process, then a formal complaint may be presented in one of two ways:

- a. In writing to the General Manager (or to the SCSD Board of Directors if the complaint is against the General Manager)
- b. Orally to the General Manager (or to the SCSD Board of Directors if the complaint is against the General Manager)

Within five (5) working days of receiving the complaint, the General Manager (or if the complaint is against the General Manager, the SCSD Board of Directors) will appoint an investigator to conduct a thorough and impartial inquiry. The investigation shall be kept as confidential as legally allowed.

The investigator will interview the parties involved and complete a written report including recommended course of action for the General Manager (or SCSD Board of Directors) within a timely manner of receiving the complaint. The General Manager (or SCSD Board of Directors) may extend the time required for completion of the investigation if there are extenuating circumstances.

Within five (5) working days of receiving the recommendation, the General Manager (or SCSD Board of Directors) will take appropriate action to resolve the complaint within (10) working days of receiving the report.

The employee who initiated the complaint will be notified of the decision through his or her manager unless the complaint was against the manager, in which case, the General Manager will contact the employee. If the complaint was against the General Manager, the Board of Directors will contact the employee.

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Deleted: 2.7.6 - Appeal: If the complainant is not satisfied with the decision, he or she may file an appeal within fifteen (15) calendar days of receiving the decision with the President of the Board of Directors. The President may decide to refer the appeal to the full Board, refer the appeal to a committee of the Board, or refer the case to a hearing officer for a non-binding recommendation. The Board shall consider the recommendation in a closed session and issue a decision within thirty (30) days after consideration.¶

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SECTION 3.0 PERSONNEL POLICIES

3.1 Classes of Employment: Employment classifications shall be included in each job description and may include, but shall not be limited to, the following:

3.1.1 Regular Full-Time Employee: An employee who is appointed to a regular, allocated position, regularly scheduled to work eighty (80) hours per bi-weekly pay period.

3.1.2 Regular Part-Time Employee: An employee who is appointed to a regular, allocated position, regularly scheduled to work at least thirty (30) hours per bi-weekly pay period, but not more than 1,040 hours per calendar year and whose employment is anticipated to exceed 6 months in duration.

3.1.3 Part-time Extra Help Employee: An employee who is appointed to a position to work less than thirty (30) hours per bi-weekly pay period and whose employment is anticipated to exceed 3 months in duration. Such employees do not receive any leave, health insurance, or other benefits, except those required by law.

3.1.4 Seasonal Employee: An employee who is appointed to a position which is either seasonal in nature (not to exceed six months in a calendar year) and recurs year to year, or who covers peak workloads, regular employee absences, or a vacant position for a period not to exceed nine months. Such employees do not receive any leave, health insurance, or other benefits except those required by law.

3.2 Working Hours / Pay Information

3.2.1 Work Hours: The SCSD shall establish regular work hours for each employee. The General Manager may change working hours of individual employees to accommodate the functional needs of the SCSD. Alternate work schedules may be authorized by the General Manager provided the alternate schedule does not disrupt or interfere with business operations and service to customers. Employees on alternate work schedules may be required to alter such schedule to cover for absences of other staff members. When possible, forty-eight (48) hours advanced notice shall be provided for change in working hours. For the purposes of pay, hours worked include all the time during which an employee is required to be on the employer's premises, on duty, or at a prescribed work place.

Employees are required to track their time as directed by the General Manager, including utilizing a time clock if available.

3.2.2 Workweek: The workweek is Sunday through Saturday, except that the General Manager may specify an alternate workweek period for any employee. The base compensation for employees shall be deemed to be compensation per bi-weekly pay period and is predicated upon a forty (40) hour workweek for full-time employees. A bi-weekly pay period shall consist of eighty (80) working hours for full-time employees and the base compensation provided shall be payment in full for all services rendered to the SCSD except as otherwise provided.

3.2.3 Workplace Assignment: The place of work and division to which an employee is assigned shall be determined by the General Manager or designee, who may also

Deleted: If an alternate work schedule is approved pursuant to Section 2.4.1, the workweek and pay period may not coincide.

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reassign the employee at any time to a different workplace, or division.

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3.2.4 Determination of Rates of Pay: For all District positions, the appropriate pay range shall be approved by the Board of Directors. The Board of Directors may from time to time authorize changes in rates of pay. Wage adjustments may be considering factors such as the minimum wage, cost of living index, and other labor market data.

3.2.5 Advances: Advances in pay are not permitted.

3.2.6 Rest and Meal Breaks: During a regular eight (8) hour shift, a 30-minute unpaid off duty meal period will be provided. This meal period shall begin no later than by the end of the employees fifth hour of work. If an employee works more than ten (10) hours, a second unpaid off duty meal break must be provided no later than the end of the tenth (10th) hour of work. In addition, any employee who works at least 4 hours shall have a mandatory ten (10) minute paid rest break. These 10-minute paid breaks shall be offered for every four (4) hours worked. Also, any employee wishing to express breast milk shall be accommodated as detailed in Labor Code §1030. Time allowed for rest periods may not be accumulated from one half of the workday to another, nor may rest periods be used to alter an employee's normal work hours and meal periods.

Meal Breaks must be taken at an off-site location or in an area designated by the General Manager. For health and safety reasons, employees shall not be allowed to eat at their desks.

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3.2.7 Overtime: There are certain periods where overtime may be necessary. The General Manager or designee may require overtime work. All employees are expected to work overtime when deemed necessary but may not work overtime without the specific authorization of the General Manager or designee.

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Hours of work, in these Personnel Policies and Procedures and for purposes of determining overtime eligibility, means only those hours that an employee is at their assigned place of work, being compensated for these hours by SCSD and performing their assigned duties at the direction of the General Manager or designee. Hours of work, for purposes of determining overtime eligibility, does not include any compensated or uncompensated leave time, including holidays.

All Fair Labor Standards Act ("FLSA") non-exempt employees shall be eligible for overtime compensation when:

- a. An employee who works more than forty (40) hours in any fixed and regularly recurring period of 168 hours or seven consecutive 24-hour periods ("week");
- b. An employee who, because of shift changes, works two (2) or more shifts in any twenty-four (24) hour period and is off duty less than eight (8) hours between shifts. In such case, the employee shall be compensated for any additional shift(s) in the same manner as for other overtime notwithstanding the above.

Deleted: <#>A regular full-time employee works in excess of the number of hours in his or her normal work day, provided that the employee has worked eight hours prior to the commencement of overtime;¶

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- c. All approved overtime, including emergency overtime, will be provided at a rate of one-and-one-half hours for each overtime hour worked. SCSD will allow overtime as cash.

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FLSA non-exempt employees whose normal workweek varies from the normal five (5) days in a calendar week of seven (7) days shall not be eligible for overtime compensation except as described above.

Employees who are employed in classifications eligible for exemption from the overtime provisions of the FLSA and designated by the SCSD Board of Directors to be salaried are exempt from the overtime provisions of the FLSA.

- 3.2.8 Absenteeism and Tardiness:** Regular attendance is necessary to ensure adequate service to customers and to avoid overburdening coworkers. Employees must notify the General Manager or immediate supervisor promptly, but in no case later than thirty (30) minutes before the start of the work period, if he or she is going to be absent or late for work.

- 3.2.9 Discipline:** The SCSD reserves the right to terminate any employee with cause at any time. Cause may include, but is not limited to:

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- a. Incompetence or inefficiency in the performance of the duties of the position;
- b. Insubordination, including but not limited to, refusal to do assigned work or refusal to follow directives;
- c. Carelessness or negligence in the performance of duty or in the care or use of SCSD property;
- d. Discourteous, offensive, or abusive conduct or language toward other employees or the public;
- e. Dishonesty;
- f. Drinking alcoholic beverages or the illegal use or possession of a controlled substance on the job, or reporting to work while under the influence of an alcoholic beverage or a controlled substance;
- g. Involvement in a work related accident while under the influence of an alcoholic beverage or a controlled substance;
- h. Conviction of any crime involving moral turpitude. Moral turpitude, for the purpose of employee discipline, will be defined as: fraud, dishonesty, serious sexual offenses, embezzlement, theft, falsification of records, extortion, or other acts contrary to justice, honesty or morality;
- i. Repeated and unexcused absences or tardiness;
- j. Abuse of the sick leave policy;
- k. Falsification of any information supplied to the SCSD;
- l. Persistent violation or refusal to obey safety rules and regulations;
- m. Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value for the granting of special treatment to another employee or to any member of the public;
- n. Willful or persistent violation of the directives of a supervisor or rules of the SCSD;

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- o. Any willful failure of good conduct tending to injure the public service;
- p. Abandonment of position;
- q. Interfering with the work or progress of another employee;
- r. Altercations;
- s. Carrying a firearm or other dangerous weapons on SCSD property or while conducting SCSD business;
- t. Gambling on SCSD property or on SCSD business;
- u. Sleeping on the job or leaving during work hours without authorization;
- v. Conviction of any felony involving moral turpitude or conviction of any felony involving the use, possession, sale or transporting of any illegal, restricted, regulated or controlled substance or drug, including, but not limited to, marijuana or any of its derivatives or extracts;
- w. Unauthorized entry, copying, possession, use or viewing of personnel or confidential files, documents or information;
- x. Violation of the SCSD's sexual harassment policy;
- y. Failing to report any of these violations to the SCSD.

Employee discharge for poor performance or misconduct ordinarily will be preceded by an oral warning, a written warning, a suspension and/or demotion.

SCSD reserves the right to proceed directly to a higher level of discipline, up to and including termination, for misconduct or performance deficiency, without resort to the prior disciplinary steps, when the SCSD deems such actions appropriate and necessary.

3.2.10 Resignation: Two (2) weeks' notice is customary and should be given unless circumstances make such notice impossible. Failure to provide sufficient notice may be considered grounds for ineligibility for rehire at a later date. The General Manager may approve resignations with less than two (2) weeks' notice.

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3.3 Salary Administration

3.3.1 Establishment of Job Classifications and Salary Schedules: The Board of Directors shall adopt classes and salary ranges, established by the General Manager. Salary ranges shall be reviewed as determined by the Board. Nothing shall require the Board to adopt a salary increase based solely on cost of living or market analysis.

3.4 Salary Steps and Payroll

3.4.1 Minimum Wage: Federal and state minimum wage standards shall always be met.

3.4.2 Salary Steps: The Board shall adopt a five-step pay range for each class. Initial appointment shall generally be at the first step of the range; the Board may authorize advanced step hiring for the General Manager; the General Manager may authorize that an allocated position be filled above the first step of the range, based on experience and qualifications.

a. Annually, on an employee's anniversary date, a regular full-time employee

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may be granted a step increase if performance is satisfactory and advancement is recommended by the supervisor. The General Manager shall have the authority at any time to increase or decrease the salary of any employee. Step increases are not automatic. If an employee promotes to a higher class, the effective date of the promotion shall become the employee's new review date.

- b. Any part-time employee may be granted a step increase if performance is satisfactory and advancement is recommended by the supervisor after the employee has worked 2,080 hours at their present step. Step increases are not automatic, if an employee promotes to a higher class, the effective date of the promotion shall become the employee's new review date.

3.4.3 Salary upon Promotion: Upon promotion, an employee appointed to a position with a higher salary range shall have his or her salary adjusted to the first step of the new range or to the step in the new range which is at least 5% higher than the salary the employee was receiving prior to the promotion, whichever is greater, provided that the new salary is within the new range. Any pay supplements received by the employee and which are a percentage of base salary (except above class pay and special assignment pay) shall be added to the pre-promotion base salary prior to determining the appropriate step in the new range.

3.4.4 "Y" Rates: Whenever the effect of a reclassification is to place the incumbent in a class having a lower salary range, the General Manager may direct that the capital letter "Y" be set opposite the reclassified position in the division budget and all payroll and other personnel records. Whenever the "Y" is set opposite a position, the incumbent shall continue to receive his or her previously authorized salary until termination of employment in the position, or until a higher rate of pay may be authorized, whichever comes first.

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3.4.5 Salary upon Demotion: If an employee demotes through no fault of the employee, other than a voluntary demotion, the employee shall be "Y-rated" at the employee's current salary and remain at that salary until the salary falls within the range for the employee's demoted class. If an employee voluntarily demotes, the employee shall be placed at the highest step of the range that represents a reduction in pay. If an employee is demoted for failure to complete expected tasks following a promotion, the employee shall return to the step of the range the employee held prior to promotion, but may be granted any merit step increases that would have occurred had the employee not accepted a promotion. If an employee is demoted for cause as a result of a disciplinary action, the employee shall be placed at the step of the range stated in the order of discipline.

3.4.6 Special Assignment Supplement: The General Manager may authorize a 5% salary increase to any employee designated by the General Manager to be on special assignment.

3.4.7 Receipt of Supplemental Pay: No employee shall receive supplemental pay when on vacation, sick leave, sick leave in conjunction with the receipt of State Disability Insurance or Worker's Compensation temporary disability payments, compensatory time off, or holiday, unless such employee shall have been

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performing duties for a period of not less than four (4) full bi-weekly pay periods or such supplemental duties are scheduled, upon assignment, to last not less than four (4) full bi-weekly pay periods.

- 3.4.8 Standby Pay:** Standby pay is defined as on-call 24 hours per day for seven (7) consecutive days, physically able and ready to respond to any SCSD alarm/emergency to include, but not limited to, water treatment plant and distribution system, wastewater treatment plant and collection system, storm water drainage system, streets and street lighting system, and parks and recreation facilities issues. Individuals on standby must stay within a 30 minute response time to the district offices.

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Standby pay will be at a lower hourly rate for controlled standby time. Standby pay will be at a fixed rate of \$100 per seven (7) day period, unless otherwise determined by the General Manager.

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- 3.4.9 Work Above Class:** The General Manager or designee may temporarily assign any employee to perform duties normally assigned to a classification with a higher salary. If an employee is assigned to a classification with a higher salary range, the employee shall be compensated, at an amount equal to what the employee would receive if promoted to the higher class or 5% if no class exists. Employees who are being paid for working in a higher classification are not eligible for merit increases in the higher classification.

- 3.4.10 License/Certificate Fee:** The SCSD agrees to pay the cost of renewing state required licenses or certifications that are necessary for the employee, as determined by the General Manager, to fulfill the requirements of the job classification or the tasks assigned to the employee. The General Manager may also authorize the payment of professional organization dues or membership fees if the General Manager considers it in the best interest of employee development that may benefit SCSD.

- 3.4.11 Paycheck Exceptions:** A paycheck exception is defined as the incorrect reporting of payroll or failure to process the following payroll actions, causing an employee to receive less than the pay to which he or she is entitled for that pay period (i.e. step increase, supplemental pay, and overtime). Paycheck exceptions shall normally be paid no later than the following paycheck.

All payroll errors resulting in either gross or net salary overpayment must be repaid to the SCSD. Employees shall be allowed, at employee's option, to use accrued annual and holiday leave to repay the SCSD in cases of payroll error resulting in gross salary overpayment as determined by the General Manager.

- 3.4.12 Under-filling Positions Authorized in the Budget:** Whenever a position is authorized in the budget as adopted by the Board of Directors, the General Manager may fill that position with either the job classification that appears in the budget or with a lesser appropriate job classification, provided the salary range is not greater than that of the job classification that appears in the budget.

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3.5 Personnel Records and Evaluations

3.5.1 Personnel Records: The SCSD maintains all necessary personnel information. The employee must notify his or her supervisor of any changes in the following:

- a. Home address
- b. Home telephone number
- c. Marital status
- d. Beneficiary of Insurance
- e. Number of dependents
- f. Emergency contact

Current employees of SCSD shall have the right to review and obtain copies of their personnel files. Employees shall be given an opportunity to read and initial any report or evaluation to be added to their personnel files, but an employee shall not be required to sign any such report. An employee's signature on a report shall be understood to be acknowledgment of receipt and shall not be construed as agreement or disagreement with its content. If the employee refuses to sign any report or evaluation, a notation to that effect may be entered on the document. An employee shall have the right to submit written comments regarding any document in his or her personnel file and to have such comments included in his or her personnel file along with the document.

3.5.2 Evaluations: Employee performance evaluations will be prepared by the employee's supervisor (prior to the anniversary date of employment, prior to the granting of any step increase), and as may be determined by the General Manager or designee. Evaluation forms will be as designated by the General Manager. It is the employee's supervisor who has the responsibility and authority to prepare the evaluation report. At the request of the employee, the supervisor will meet with the employee to discuss the evaluation prior to the supervisor completing the evaluation with his or her final signature.

Except in cases of termination or leave of absence, evaluation with a rating of "unsatisfactory" shall receive a follow-up evaluation no more than ninety (90) days from the date of the final review of the initial unsatisfactory evaluation.

An employee shall have the right to submit written comments regarding any evaluation and to have such comments included in his or her personnel file along with the evaluation.

3.6 Outside Employment: Outside employment cannot be in conflict with the employee's duties and/or responsibilities. An employee's work for the SCSD must not be adversely affected by any outside employment, as determined by the General Manager. In addition, it is the employee's responsibility to avoid conflicts of interest under the Political Reform Act of 1974.

Deleted: 3.7 . Discipline: The SCSD retains the discretion to determine what constitutes proper disciplinary action and procedure in individual situations. Employees of the SCSD are considered at-will employees and employment may be terminated at any time with cause.

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3.7. Probationary Period: All new employees must complete to the SCSD satisfaction a probationary period of not less than twelve months. The probationary period begins on the initial day of work performed by the employee.

During the probationary period, an employee may be discharged by the SCSD for any reason and with or without cause or advance notice. In the event of an illness or injury, with the exception of an industrial injury, requiring absence from work exceeding ten days, the number of days absent shall be added to the length of the probationary period.

A performance review will be conducted by the employee's supervisor before the completion of the twelve-month probationary period.

Completion of the probationary period does not, however, guarantee employment for any specific duration.

3.8 Call Back: Call back time worked will qualify as overtime pay, at a minimum of two hours.

SECTION 4.0 LEAVE

- 4.1 General Leave Policy:** The SCSD provides employees with paid and unpaid time off and leave options to cover illness, vacation, family emergencies, and other occurrences requiring time away from the job. Unless otherwise provided by law, all leave is granted at the discretion of the General Manager.

No newly hired regular full-time employee shall be entitled *to use* benefits provided by this chapter until after he/she has completed their first full month of employment and completion of the individual eligibility requirements for any specific benefit. Credit to sick leave and vacation accrual benefits however, begins with the regular full-time employee's initial date of hire. Regular part-time and temporary employees are not eligible for the benefits described in this chapter, except as specifically noted.

Nothing herein is intended to extend rights, privileges or guarantees of employment status beyond those of at-will employment.

4.2 Holidays

- 4.2.1** Full-time and regular part-time employees become eligible for approved paid holidays after completing one full month of employment. Regular full-time employees will be paid eight hours for each scheduled holiday. Regular part-time employees will be paid for the hours they normally work for the day which the holiday falls.

- 4.2.2** Employees who work a holiday will be paid time and a half of the regular hourly rate for all hours worked on the holiday.

- 4.2.3** All regular employees shall be entitled to the following paid holidays:

- a. New Year's Day (January 1)
- b. Martin Luther King Day (3rd Monday in Jan.)
- c. President's Day (3rd Monday in Feb.)
- d. Memorial Day (Last Monday in May)
- e. Independence Day (Fourth of July)
- f. Labor Day (First Monday in Sept.)
- g. Columbus Day (Second Monday in Oct.)
- h. Veteran's Day (November 11)
- i. Thanksgiving Day (Fourth Thursday in Nov.)
- j. Friday after Thanksgiving
- k. Day before Christmas (1/2 Day)
- l. Christmas Day (December 25)

- 4.2.4** When a holiday falls upon a Saturday, the preceding Friday shall be the holiday.

When a scheduled holiday falls upon a Sunday, the following Monday shall be the holiday.

- 4.2.5 Employees on authorized leave of absence, military, workers compensation, and medical leave at the time of holiday observance will be ineligible for holiday pay. If a holiday falls during an employee's approved vacation period, the employee will be paid for the holiday and will not be charged with a vacation day for the day the holiday is observed. When computing overtime pay, full-time employees do not receive credit for hours paid on holidays that are not actually worked.

4.3 Vacation

- 4.3.1 The District encourages employees to use all accrued vacation benefits. Regular full-time and permanent part-time scheduled employees are eligible for paid vacation at the following accrual rates. Temporary employees will not accrue vacation time. Vacation is earned and accrued from the first day of employment at the following rate. Permanent part-time employee (working a minimum of 20 hours a week) accrued vacation will be prorated.

<u>Years of Continuous Employment</u>	<u>Vacation Accrual Rate</u>
0 - 4.999 Years	12 days/year
5th Anniversary through 9.99 Years	16 days/year
10th Anniversary through 14.99 Years	20 days/year
15th Anniversary through 19.99 Years	24 days/year
20th Anniversary through 24.99 Years	28 days/year
25th Anniversary through 29.99 Years	32 days/year
30th Anniversary & All Years Following	36 days/year

- 4.3.2 Vacation time is earned and accrued monthly. Vacation periods and eligibility must be approved by the employee's supervisor and General Manager prior to the employee taking such vacation. Employees can take only vacation accrued and earned except in extenuating circumstances subject to approval by the General Manager.
- 4.3.3 The District encourages all employees to take their earned vacation each year. Employees may accumulate up to sixty (60) days of vacation (a maximum of 480 hours, prorated for part-time employees). Once this cap is reached, no further vacation will accrue until some vacation is used. When some vacation is used, vacation compensation will begin to accrue again. Vacation earned after maximum accumulation (480 hours) will be paid with regular pay period.
- 4.3.4 Employees on authorized leave of absence, military, workers compensation and medical leave, will not accrue vacation during the absence. However, vacation time accrued prior to the extended leave of absence will remain in effect after the employee returns to work.

4.4 Sick Leave

4.4.1 All employees are provided a paid sick leave benefit. Employees begin to accrue sick leave on the first day of employment.

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4.4.2 Regular Full-time employees shall accrue one day (8 hours) per month. Regular part-time employees, working a minimum of 20 hours per week, shall accrue one half day (4 hours) per month. Employees may have additional sick leave negotiated by contract upon employment. There is no limit on the amount of sick leave an employee may accumulate. Employees are entitled to use paid sick leave beginning on the 90th day of employment. A record of accumulated sick leave and sick leave used will be maintained at the District's administrative office.

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4.4.3 Sick leave may be authorized for any of the following reasons:

- a. Illness, injury or quarantine of the employee;
- b. Medical, dental or optical care of the employee;
- c. Illness, injury or quarantine of a member of the employee's immediate family that requires the employee to tend, care for, or otherwise provide for the care of such person. Immediate family means the spouse, child, parent, sibling, grandparent, grandchild, great grandparent, great grandchild of the employee; or the child, parent, sibling, grandparent, grandchild, great grandparent or great grandchild of the employee's spouse;
- d. Sick leave for non-emergency medical, dental, or optical care during an authorized vacation or on a floating holiday period is not permitted;
- e. An amount sufficient which, when added to an employee's disability indemnity under Worker's Compensation, will result in a payment to the employee not more than the employee's regular salary;
- f. An amount sufficient which, when added to an employee's disability indemnity under State Disability Insurance (in accordance with State Disability Insurance rules), will result in a payment to the employee not more than the employee's regular salary;
- g. Attending to issues related to domestic violence;
- h. Care for a new or adopted child.

No employee shall be entitled to sick leave because of:

- a. Illness, injury, quarantine or disability while on leave without pay.

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4.4.4 It is your responsibility to notify your supervisor as soon as possible, but no later than 30 minutes after the start of the work shift, or can conclusively establish that you were unable to do so because of reasons beyond your control, if you are unable to come to work due to illness or injury. If the illness lasts more than two days, you must keep your supervisor notified on your condition and estimated return to work.

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- 4.4.5 Employees on authorized leave of absence, military, workers compensation, or medical leave will not accrue sick leave during the absence. However, sick leave accrued prior to the extended leave of absence will remain in effect after the employee returns to work.
- 4.4.6 An employee may be required to file a document with their supervisor stating the cause of absence. The District may request a doctor's certificate clearing you to return to work if the illness or injury so merits. A doctor's certificate may also be required on any absence exceeding five workdays.
- 4.4.7 When applicable, at the employee's request, the District will coordinate its sick leave benefits with Worker's Compensation benefits. If you receive Worker's Comp payments, you must report them to the District for proper accounting and coordination. You may not receive more in total compensation from both the District and the insurer, than your regular wage. If you coordinate these two benefits, you will only be charged for the amount of sick leave needed to make up the difference between your regular salary and the amount paid by Worker's Comp.
- 4.4.8 In the event you become ill or incapacitated longer than your accumulated time off (including vacation), health and life insurance benefits will remain in effect as long as terms of the benefit policy then in effect allows. Any employee share of benefit premiums, if applicable, will be deducted from your paycheck from the District. When you no longer get a paycheck because you have exhausted your paid leave, you must pay the employee share of benefit premiums, if applicable, to continue benefit coverage.

4.6 Bereavement Leave

- 4.6.1 Bereavement leave provides time to attend to funeral arrangements and other responsibilities associated with the death of an immediate family member.
- 4.6.2 Regular full-time and regular part-time employees may be allowed to be absent with pay for up to five (5) regularly scheduled work days in the event of the death of an immediate family member. Immediate family members include parent, spouse, child, sibling, grandparent, great grandparent, grandchild or great grandchild of the employee or employee's spouse.
- 4.6.3 In exceptional circumstances the General Manager may, at his/her discretion, grant bereavement leave for someone other than those members listed in the definition of immediate family.
- 4.6.4 Bereavement leave is not granted automatically and must be approved by the General Manager. If an employee requires more than five (5) days away from the job, use of vacation time may be requested.

4.7 Pregnancy Disability Leave

- 4.7.1 The SCSD will comply with any state or federal law regarding pregnancy disability.

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4.7.2 If you are disabled by pregnancy, childbirth or related medical condition, you are eligible to take a pregnancy disability leave (PDL). The PDL is for any period of actual disability caused by your pregnancy, childbirth or related medical condition up to four (4) months per pregnancy. Employees may also be eligible for an additional twelve (12) weeks of leave under the California Family Rights Act (CFRA). You may be required to provide certification from your health care provider.

4.7.3 As with any medical condition, your disability period begins the first day you are unable to do your regular or customary work. DI benefits are based on the period of time your physician/ practitioner certifies you are unable to do your regular or customary work.

4.7.4 You may substitute accrued sick leave or accrued vacation before taking the remainder as an unpaid leave. Leave without pay shall be granted to temporary, part-time and regular employees in accordance with state and federal laws. When you are on unpaid leave, you will not accrue sick leave, vacation, or holiday benefits.

4.7.5 For the duration of the authorized leave, the District shall maintain your health and life insurance coverage consistent with the District's existing policy. Upon return, the District will reinstate you to your original or equivalent position.

4.8 Family Care Leave

4.8.1 Full-time employees may use a portion of their accrued sick leave as family care (kin care) leave to care for sick immediate family members. You may use up to half of the sick time accrued per calendar years (e.g. up to 6 days) to care for a sick family member, regardless of the seriousness of the illness. Immediate family members covered include mother, father, grandmother, grandfather, son, daughter, brother, sister, and spouse.

In exceptional circumstances the General Manager may, at his/her discretion, grant family sick leave for someone other than those members listed in the definition of immediate family.

Family care leave time will not carry forward from year to year. You must provide as much notice as possible to request family care leave, and if the leave lasts more than two days, you must keep your supervisor notified.

4.8.2 State Family Leave: In accordance with State law (CFRA), any employee with one (1) or more years of continuous service with the SCSD and a minimum of 1,250 hours on payroll in the twelve (12) months prior to the start date of the leave, may take a family care leave of up to twelve (12) weeks in a twelve-month period. The SCSD elects to use a rolling twelve-month period to determine eligibility for leave. An eligible employee who takes such family care leave shall return to employment in the same or comparable position upon return from said leave.

Family care leave may be utilized in conjunction with the birth of a child of the

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employee, the placement of a child with an employee regarding the adoption of the child by the employee, for the serious medical condition or illness of the employee, or to allow the employee to care for a parent, spouse, or child who has a serious health condition.

An eligible employee who takes family care leave shall be required to use accrued vacation, compensatory time, floating holiday, and regular holiday time during such leave. In accordance with SCSD regulations governing the use of sick leave, the employee may also use accrued sick leave time.

For an employee covered under the SCSD's medical, dental, vision and/or life insurance, the SCSD shall make premium payments as though the employee were in paid status for the duration of the leave. An employee who takes family care leave in an unpaid status shall be eligible for all other fringe benefit on the same terms as an employee on any other unpaid leave of absence.

4.8.3 Federal Family Leave Act: The SCSD will comply with the Family Leave Act, maintaining all rights or restrictions that are required by the Act.

4.9 General Unpaid Leaves of Absence

4.9.1 A leave of absence without pay provides a means for employees to take prolonged time off without terminating employment. Such leaves are granted only when there is an expectation that the employee will return to work. Employees may request a leave of absence without pay for employee or family illness, maternity or paternity leave, adoption, education, or training which will benefit SCSD, or urgent or substantial personal reasons. The General Manager will determine whether the leave can be granted based on urgency and workload requirements. Employees granted a leave of absence without pay shall not accrue any vacation, sick leave or holiday during the time of such leave.

For an employee who has been granted an unpaid leave of absence, SCSD will only continue paying health, dental, vision and life insurance premiums through the end of the month in which such leave commenced. SCSD payment of health, dental, vision and life insurance premiums will resume beginning with the month in which the employee returns to paid status or as otherwise provided by any SCSD insurance contractual requirements.

4.9.2 Except as otherwise herein provided, leaves of absence without pay that are in the best interest of the District may be granted by the approval of the General Manager. Requests for leaves of absence without pay shall be submitted in writing by the employee to their supervisor who shall consider such requests on their individual merits and circumstances and shall forward his/her recommendation to the General Manager for approval. Reasons for rejection of such requests shall be submitted to the employee by the General Manager.

4.9.3 When an employee is on an unpaid leave of absence, they shall not accrue sick leave, vacation, or holiday benefits. The General Manager may determine that an employee's anniversary date, for the purposes of merit increase qualification, longevity increase qualification, and vacation accrual rate determination, has

changed if the unpaid leave of absence exceeds twenty (20) working days.

- 4.9.4 Leave of Absence without Pay/Benefits:** While an employee is on an unpaid leave of absence, except as may otherwise be provided in this policy, no vacation or sick leave will be earned, no seniority will be accrued, and no holidays will be paid. Employees using a combination of leave credits and disability insurance payments will accrue leave credits and holidays on a prorated basis. Granting of unpaid leave status allows the employee to return to his or her former position or a comparable position to which he or she otherwise would have been allowed had he or she not been on leave.

Employees may continue participating in health, dental, and life insurance plans ~~by paying the entire premium at their sole expense during the period. SCSD will not contribute to the premiums during this period.~~

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- 4.9.5 Unpaid Medical Leave:** Employees physically unable to work and under a doctor's care who have exhausted all sick leave and other accrued leave such as vacation or compensatory time may be granted unpaid medical leave until the attending physician releases the employee to return to work. Supervisors may request a doctor's verification of the employee's physical condition. Leaves of absence for disability related to pregnancy are governed by the California Fair Employment and Housing Act.

- 4.9.6 Unpaid Leave, Non-Medical:** This covers leave for non-medical, urgent, or substantial personal reasons requiring time off from the job. All personal leave must be used before an unpaid leave of absence will be granted.

4.10 Catastrophic Leave

- 4.10.1** Catastrophic illness or injury is a severe illness or injury which is expected to incapacitate the employee for an extended period of time, and which creates financial hardship because the employee has exhausted all of his/her accumulated paid leave time. Catastrophic illness or injury is further defined as a debilitating illness or injury of an employee's spouse, or legally dependent child that results in the employee being required to take time off from work for an extended period to care for the family member, when this creates a financial hardship because the employee has exhausted all of his/her accumulated paid leave time. An employee's job-related illness or injury subject to worker's compensation coverage shall not be eligible for this catastrophic leave provision.

- 4.10.2** Paid vacation time may be donated under the following conditions:

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- Any regular employee may donate accumulated vacation time to an eligible employee. Sick leave cannot be donated.
- Donations must be made in increments of one regular workday (or more) ~~from~~ the donating employee.
- The donation of paid vacation time is irreversible. Should the employee receiving the donated hours not use all donated leave for the catastrophic illness/injury, any balance will remain with that employee or will be converted

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to cash upon the employee's separation from the District.

- d. Donated paid vacation time shall be converted to its cash value and then credited to the recipient in hours at the recipient's base hour rate as vacation.
- e. Employees donating paid vacation time shall do so in writing on a form developed by the General Manager.
- f. All donation transactions shall be credited effective the pay period following submittal of the form requesting the paid time donation.

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4.11 Administrative Leave: Administrative Leave is paid time off granted by the General Manager for circumstances not defined in other paid leave categories that the Manager considers justifiably payable.

4.12 School Activities: The SCSD shall comply with any federal or state law requiring an employer to grant time off to participate in a child's school activities. Current state law provides that parents may take up to 40 hours per year, but not more than 8 hours per month, to participate in their children's school activities. An employee may take unpaid leave or may use accrued vacation, compensatory leave, or a floating holiday to the extent that this is consistent with the Fair Labor Standards Act.

4.13 Time off to vote: The SCSD will accommodate employees who need time off to participate in public elections. If an employee is unable to vote in an election during non-working hours, the SCSD will grant up to two (2) hours of paid time off to vote. Time off for voting shall be taken off at the beginning or end of the regular work shift, whichever accommodates the most time for voting and the least time taken off work. At least two days' notice that time off is needed must be provided to a supervisor.

4.14 Jury Duty: Employees must inform the supervisor when the initial notice or questionnaire is received for jury duty.

Time off with pay will be granted for such duty. Any regular employee ordered to jury duty during their regularly scheduled working hours shall be entitled to be paid the difference between their regular wages and jury duty pay. In addition, employees serving on jury duty shall keep their mileage payment, if any.

If the jury duty time is less than a full day, the employee is expected to work any regularly scheduled working hours outside of the actual jury duty time. If employees do not comply with this obligation, they will not be paid for time not at work.

Jury duty shall not be counted as hours worked for purposes of overtime calculations.

4.15 Witnesses: Employees subpoenaed as a witness in a civil or criminal trial or hearing must provide their supervisor with a copy of the court order requiring appearance prior to the date of the appearance. They must use personal leave for this time off unless the trial or hearing involves SCSD as determined by the General Manager and under these circumstances, the employee will be given paid time off for this appearance. Any witness fees received by the employee while receiving paid time off for such court appearance shall be paid to the SCSD (along with any mileage allowed if the employee uses SCSD-

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provided transportation).

Other Court Related Appearances: Employees who are called as expert witnesses in a trial in which SCSD has no interest must use personal leave for the time off.

If an employee is personally involved in a court case as a party such as the plaintiff or defendant, he or she must take personal leave to appear in court or to transact business associated with the case.

4.16 Military Leave: Military leave will be granted consistent with the California Military and Veterans Code, State and Federal laws. Any employee may take leaves of absence to accommodate service in the Armed Forces, Military Reserves, and National Guard. Specific terms of the absence and employees' rights to reinstatement, seniority, benefits, and compensation after military leave are governed by law.

4.17 Abuse of Leave: Abuse of leave is defined as the following:

- a. **Expiration of Leave:** Failure to return to work upon the expiration of leave constitutes an automatic resignation.
- b. **Inappropriate Use of Leave:** If an employee uses leave for purposes other than for which it was granted, leave may be terminated, employment with SCSD may be terminated, and pay for the leave may need to be reimbursed to SCSD, as determined by the General Manager.
- c. **Unauthorized Leave:** Absence without approved leave, voluntary or involuntary, for five consecutive workdays constitutes resignation from the SCSD on the last day worked.

SECTION 5.0 WORKER'S COMPENSATION

5.1 Worker's Compensation

5.1.1 Under the Worker's Compensation Act, provisions are made for benefit payments if an employee is disabled in the course of employment and misses work because of the disabling condition. The Worker's Compensation Act also provides free medical and hospital service, if necessary, for the disabling condition. To meet the requirements of the act, the SCSD carries Worker's Compensation Insurance. For the employee's protection, it is mandatory that any injury, no matter how slight, be reported immediately to the employee's supervisor.

5.1.2 Employees who are receiving temporary disability indemnity payments under Division 4 or Division 4.5 of the Labor Code shall accumulate vacation, holiday and sick leave during such period that they are drawing such temporary disability indemnity. The SCSD shall continue to provide health, dental, vision and life insurance plan coverage for regular full-time and regular part-time employees as if they were on payroll as regular employees.

5.1.3 Work-related illness or injury will be treated in the manner prescribed by the Worker's Compensation Insurance carried by the District. This includes

immediate diagnosis and treatment at a hospital or emergency room if necessary, and follow-up care with appropriate physicians.

5.1.4 You will be placed on a Workers' Compensation leave if temporarily and completely disabled from work for more than five days. A doctor's written certificate is required. While on Workers' Compensation leave, you are required to provide periodic updates on your medical condition to the General Manager. Prior to returning to work, you must provide written release from your doctor that permits you to return to work and indicates any restrictions on full duty. As discussed above, Worker's Comp benefits may be coordinated with the District's sick leave benefits at the employee's request.

5.1.5 Employees disabled in the course of employment and eligible for Worker's Compensation Benefits shall be on paid administrative leave until the effective date of temporary disability indemnity payments to the employee or until it is determined that recovery from disability is sufficient to release the employee to return to work, whichever occurs sooner. With the commencement of temporary disability indemnity payments, the employee may use accrued leave in an amount such that the combination of leave time and temporary indemnity payments equals the employee's regular salary. When and if the leave time is exhausted, the employee shall be on unpaid leave until it is determined that recovery from disability is sufficient to release the employee to return to work or it is determined that the employee's disability is permanent, and the employee will not be able to return to work.

SECTION 6.0 BENEFITS

6.1 Health Insurance

6.1.1 Employees may be eligible for participation in the SCSD's medical insurance plan, which provides health, and may include: dental and/or vision coverage in accordance with provisions adopted by the SCSD Board. Medical insurance is provided for regular full-time or regular part-time employees who average at least 20 hours per week. Medical insurance is **NOT** provided to temporary employees. Medical coverage will become effective on the first day of the month following the date of employment.

6.1.2 Dependent coverage will be provided when appropriate, but the employee is required to contribute an amount determined by the District's insurance plan each month towards dependent coverage.

6.1.3 Retiring employees who meet the District's retirement plan guidelines will have the same medical benefits as an active employee, until the age of 65.

6.1.4 Dependents of deceased employees may be entitled to health coverage under the District group policy. The District may contribute toward the premium based on the District's current insurance plan. The dependent share of the premium would be due to the District on the 10th of each month. Failure to make timely payments

could result in cancellation of the coverage. Such cancellation would be irrevocable.

6.1.5 The District's Board of Directors may authorize from time to time, changes in the health insurance company, benefits, levels, premium distributions, and/or other aspects of the District's health insurance program, as it deems advisable.

6.1.6 It may be allowable for an employee to decline healthcare coverage with the District if they are enrolled in another healthcare plan through another source. Health care premium compensation in lieu of the healthcare may be allowed. Both options would be based on the District's current healthcare plan.

6.1.7 If a covered employee loses coverage for any reason, the employee may continue medical coverage at his or her own expense in accordance with the provisions of the California Consolidation Omnibus Budget Reconciliation Act (COBRA) and such other provisions as may be adopted by the SCSD Board of Directors. Cal-COBRA gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the SCSD's health plan when a qualifying event would normally result in the loss of eligibility. Some qualifying events are resignation, termination of employment, death of employee, a reduction in an employee's hours or leave of absence, an employee's divorce or legal separation, and a dependent child no longer meeting eligibility requirements.

Under Cal-COBRA, the employee or beneficiary pays the full cost of coverage at the SCSD's group rate plus an administration fee. Coverage can continue for eighteen (18) months after termination, or as much as twenty-nine (29) months if the employee is disabled, provided the employee has paid the applicable premiums at least two (2) weeks prior to the premium due date.

6.2 Life Insurance: All full-time employees are eligible for participation in the SCSD's life insurance plan if the SCSD Board adopts a Life Insurance benefit. Life insurance will be paid for in accordance with provisions adopted by the SCSD Board by resolution, and the SCSD's insurance carrier.

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6.3 Disability Insurance:

The District will participate in state and federal disability programs.

6.4 Retirement

6.4.1 The District will provide a retirement plan for all full-time employees. The full-time employee will be required to pay a portion of the monthly premium, based on the retirement plan approved by the Board of Directors (Board). The Board has the authority to modify and/or change the retirement plan based on financial issues specific to the adopted fiscal budget. The Board will provide one fiscal year (July 1st through June 30th) notice to all full-time employees prior to any modification or change in the existing retirement plan.

6.4.2 Deferred Compensation: A deferred compensation plan which allows you to defer a portion of your salary from income taxes may be available to employees based on the District's current retirement plan.

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- 6.5 IRC 125 and 129 Plans:** The SCSD may establish a pre-tax plan as provided under IRC 125 and IRC 129 of the Internal Revenue Service Code. This plan may provide 1) a cafeteria plan in addition to or in lieu of health, dental, and/or vision insurance; 2) a dependent care assistance plan for pretax payment of child care expenses; 3) a medical spending account for pre-tax payment of out-of-pocket medical expenses up to a limit established by the SCSD; and/or 4) pre-tax payment of medical premiums. Participation in such plans will be established by the plan document.
- 6.6 Safety Equipment:** The SCSD shall provide designated employees with safety prescription glasses whenever safety glasses are required by the CAL/OSHA or other State or Federal regulation. The SCSD will not provide for broken lenses or frames unless such breakage is the result of an on-the- job accident. The SCSD shall provide designated employees with safety shoes as specified by the General Manager whenever such shoes are required by the CAL/OSHA or other State or Federal regulations.

SECTION 7.0 MISCELLANEOUS PROCEDURES

- 7.1 Work Rules:** The General Manager may establish work rules to govern daily operations of the SCSD and may amend such rules as needed.

7.2 Confidentiality

7.2.1 Certain materials, files and information are confidential and occasionally sensitive. SCSD employees are responsible for knowing which information is confidential and what may be released and for maintaining the security and confidentiality of confidential materials. Release of confidential information may be damaging to the safety and security of employees or customers, may result in loss of privacy for employees or customers and may subject the SCSD to liability or damage the SCSD's image. Failure to maintain confidentiality may subject the employee to disciplinary action.

7.2.2 Disclosure of Closed Session Information. An employee shall not disclose confidential information acquired by being present during a closed session to a person not entitled to receive such information, unless the Board authorizes disclosure of that information. (Government Code 54963)

Confidential information means a communication made in a closed session that is specifically related to the basis for the Board to meet lawfully in closed session. (Government Code 54963)

An employee who willfully discloses confidential information acquired during a closed session may be subject to disciplinary action if he/she has received training or notice as to the requirements of this policy. (Government Code 54963)

The General Manager, or designee, shall provide a copy of this policy to all employees who attend closed sessions. New employees who may attend closed sessions shall also receive a copy of this policy.

The District shall not take disciplinary action against any employee for disclosing

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confidential information acquired in a closed session, nor shall the disclosure be considered a violation of the law or Board policy, when the employee is (Government Code 54963):

- a. Making a confidential inquiry or complaint to a district attorney or grand jury concerning a perceived violation of the law, including disclosing facts necessary to establish the illegality or potential illegality of a Board action that has been the subject of deliberation during a closed session.
- b. Disclosing information that is not confidential but acquired during a closed session.
- c. Expressing an opinion about propriety or legality of board closed session action, including disclosure of the extent and nature of the illegal or potentially illegal action.

7.2.3 Other Disclosures: An employee who willfully releases confidential/privileged information about the district, the public, or staff shall be subject to disciplinary action.

No employee shall disclose confidential information acquired during his/her official duties. Confidential information includes information that is not a public record subject to disclosure under the Public Records Act, information that by law may not be disclosed, or information that may have a material financial effect on the employee.

Any action by an employee that inadvertently or carelessly results in release of confidential/privileged information shall be recorded, and the record shall be placed in the employee's personnel file. Depending on the circumstances, the General Manager, or designee, may deny the employee further access to any privileged information and shall take any steps necessary to prevent any further unauthorized release of such information.

7.3 Acceptance of Gifts

7.3.1 Occasionally, SCSD employees may be offered or receive gifts, often as small as candy, baked goods, promotional items, flowers, etc., from customers, vendors or others. In these circumstances, it is inappropriate to accept the gift when offered. If the gift is received without prior notice to the employee, the gift must be returned donated to a non-profit entity, or shared in its entirety with staff and/or visitors to SCSD offices. In no circumstances may an employee accept cash or its equivalent or alter the level of service or purchasing based on such gifts.

7.3.2 Any honorarium paid to an SCSD employee for a work-related speaking engagement or other presentation such as an appearance shall be returned to the SCSD.

7.3.3 As public employees, SCSD employees are covered by provisions of the fair Political Practices Commission and conflict of interest legislation. Guidelines require designated employees to report meals, gifts, or expenditures on the employee's behalf of over \$50.00 on conflict of interest forms. All employees

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shall report gifts of any value to their supervisor.

- 7.4 Nepotism:** No SCSD supervisor or manager may directly or indirectly supervise a spouse, parent, child, sibling, grandparent, grandchild, aunt, uncle, niece, or nephew of the employee or the employee's spouse, unless otherwise approved by the General Manager.

7.5 Use of SCSD Resources

- 7.5.1 General:** Incidental use of SCSD equipment is permissible if it is kept to a minimum, does not conflict with SCSD business, is on the employee's own time, and is not used for personal profit. Supervisors are expected to monitor use.

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- 7.5.2 Cell Phones:** Employees issued a District phone will not use it for personal use.

- 7.5.3 SCSD Business-Related Education:** The SCSD would like to support employees' desire to further their education. SCSD equipment may be used for educational purposes with management approval. If the employee requires more than five (5) megabytes of file server disk storage, management approval is required. Printer paper should be reimbursed at the same rate as copy paper. All files saved on SCSD equipment is subject to disclosure under the Public Records Act laws.

- 7.5.4 SCSD Staff:** SCSD staff shall not be used for personal business during working hours.

- 7.5.5 Personal Software:** No personal software shall be installed or loaded on the SCSD network (including workstation hard disks). SCSD maintains a collection of approved/maintained software and no other software may be installed or loaded without approval from the General Manager.

- 7.5.6 Software Installation and Changes to Configuration:** No software will be installed on SCSD owned workstations by employees. No configuration changes will be made to SCSD owned computers except for: colors, screen resolution, file directory defaults, and desktop wallpaper. SCSD owned computers are the property and maintenance responsibility of the SCSD and will be upgraded by technology support staff only.

- 7.5.7 Privately Owned Computers:** An employee has all rights and authority over their own personal equipment. No SCSD owned software will be installed by the employee on a privately-owned computer without prior approval of management. When a user installs SCSD owned software, they are responsible for maintenance and upgrades. Regardless of software ownership, the privately-owned computer is not and will not be the maintenance responsibility of SCSD and will not be upgraded or maintained by SCSD staff or contracted service providers. This policy will allow for the separation of responsibility; SCSD staff is responsible for SCSD computers and applications, and the home user is responsible for the home user's own private computer.

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7.6 Workplace Privacy

7.6.1 Any information contained on SCSD networks, hard disks, files, desks, and lockers is not "personal/confidential." The SCSD may have need, during the normal course of business, to search computer or hard copy files or an employee's desk for necessary information. The SCSD will not guarantee that items of a personal nature will be undisturbed if this type of search is necessary. If employees have information that they deem personal and confidential, it should not be located at the SCSD. Common sense and courtesy will be exercised in the event staff needs to search another employee's work area, but personal items of a sensitive nature may be inadvertently disturbed.

7.6.2 Employees should not encrypt documents of a business nature unless they are highly sensitive. In this case, the encrypted password should be given to the employee's supervisor for emergency access. All desks, filing cabinets, and hard disks that lock should have a key located with the employee's supervisor for emergency purposes.

7.7 Smoking Prohibited: The SCSD provides its employees and visitors with a safe work place free of smoke, smokeless tobacco, electronic cigarettes, and all by-products. As such, smoking is prohibited in all work areas and District vehicles. Employees or visitors wishing to smoke must do so in designated areas outside any SCSD buildings but no closer than 20 feet from any doorway or open window.

7.8 Personal Appearance: The SCSD promotes an attractive, professional, and high-quality workplace for our customers and our employees. Accordingly, staff is expected to dress in a manner appropriate for the type of work performed.

7.9 Drug and Alcohol Abuse: The SCSD is a drug-free workplace. The SCSD recognizes the problems and hazards associated with drug and alcohol use. Therefore, the SCSD prohibits the use, possession, or distribution of drugs and alcohol on its property. To ensure a drug and alcohol-free environment, the SCSD has adopted the following policy:

The use, possession, or distribution of any alcoholic beverages, intoxicants, narcotics, illegal or unauthorized drugs, "look-alike", or simulated drugs, prescription drugs not prescribed for the employee, and related paraphernalia on SCSD worksites or in SCSD vehicles is strictly prohibited. Employees shall not report to work under the influence of any drug, alcoholic beverage, intoxicant, narcotic, or other substance, including prescribed drugs and medication that will adversely affect their working ability, alertness, response, or coordination, or jeopardize the safety of themselves, co-workers, and the public. The SCSD reserves the right to require a drug test of any employee reasonably believed to be under the influence.

Serious offenses may be grounds for termination. Depending on the nature of the offense, and extenuating circumstances involved, the General Manager shall determine the appropriate level of discipline.

SCSD can require that the employee or applicant for a position submit to drug testing under the following circumstances:

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7.9.1 Reasonable Suspicion: The General Manager shall have the authority to order an employee to submit to a drug and/or alcohol test to be undertaken in a manner prescribed by this policy, when General Manager has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol on the job or during breaks or meal periods.

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol to the extent that the employee's ability to perform the functions of the job is impaired or to the extent that the employee's ability to perform his/her job safely is reduced.

Existence of reasonable suspicion shall be based on the total circumstances and will normally include more than one of the following factors. For example, except for possession, any combination of any of the following may constitute reasonable suspicion:

- a. Slurred speech;
- b. Alcohol odor on breath;
- c. Unsteady walking and movement;
- d. An accident involving the employee, SCSD property and/or equipment or property where the cause may be symptomatic of suspected use of alcohol or drugs;
- e. Physical altercation;
- f. Verbal altercation
- g. Deviation from employee's normal behavior
- h. Possession of alcohol or drugs unrelated to job responsibilities will be sufficient grounds for reasonable suspicion
- i. Information obtained from a reliable person with personal knowledge
- j. Increased absenteeism
- k. Performance of work with reduced efficiency and/or effectiveness
- l. Increased disciplinary actions

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The District Manager, ordering an employee to be required to submit to a drug and/or alcohol test, shall document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs.

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7.9.2. Pre-Employment Testing

- a. Not being disqualified from employment based upon the result upon such test. Employment shall be denied if applicant refuses to sign the consent form or submit to the medical and/or chemical testing.
- b. If an alcohol or drug screen is positive, the applicant shall not be hired unless they provide a bona fide verification of a valid current prescription for the drug identified in the drug screen or other medically acceptable explanation for positive test.

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c. All offers of employment with the SCSD shall be conditioned upon the applicant's.

1. Signing of a consent form indicating receipt of a copy of this policy;
2. Submittal to a medical and chemical test for evidence of drug and/or alcohol use, designated by the SCSD; and
3. Not being disqualified from employment based upon the result upon such test. Employment shall be denied if applicant refuses to sign the consent form or submit to the medical and/or chemical testing.
4. If an alcohol or drug screen is positive, the applicant shall not be hired unless they provide a bona fide verification of a valid current prescription for the drug identified in the drug screen or other medically acceptable explanation for positive test.

7.9.3 Post-Accident Testing: If an employee is involved in an accident during the course of performing his/her duties, he or she shall submit to chemical testing. If testing is done, the following shall apply:

- a. If an initial drug screen is positive, the employee must provide within a reasonable time (normally 24 hours of request) bona fide verification of a valid current prescription for the drug identified in the drug screen or other medically acceptable explanation for the positive test. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor of the use of a potentially impairing legal drug, the employee may be subject to disciplinary action, up to and including termination..

The decision to discipline or terminate will be carried out in conformance with the disciplinary procedures outlined in the SCSD's Personnel Policy.

7.9.4. SCSD may perform random drug testing for employees in safety sensitive positions.

7.9.5. Any employee who refuses to submit to such testing or conducts himself or herself during such testing so as to induce a false, incorrect or invalid result shall be subject to disciplinary action up to and including termination;

7.9.6. Each employee shall notify his/her supervisor and provide medication drug side effect information before beginning work, when taking any medications or drugs (prescription or non-prescription) which may interfere with the safe and effective performance of duties or operation of SCSD equipment.

7.9.7. SCSD may require the testing to be done through a blood test, urinalysis, or other drug and/or alcohol screening method. Testing must be approved by the District Manager or his/her designee and must be done by a licensed/certified individual.

7.10 Electronic Mail

7.10.1 It is the SCSD's policy that the electronic mail (e-mail) system, like other SCSD property, be used in a professional and lawful manner and solely for the benefit of the SCSD.

7.10.2 The Nature of E-Mail: When a message is deleted from the e-mail system, a record of it may remain on the computer system. Because there is the possibility that inappropriate communications on e-mail may be not only widely published, but also indelibly stored, the SCSD requires that all employees exercise appropriate discretion in using the e-mail system. Even though e-mail is a less formal communication than business letters, employees must remember that e-mail messages are SCSD communications and must be treated as such.

Accordingly, the e-mail system may not be used to send jokes or other comments to others that may be perceived as discriminatory, harassing, offensive, or disruptive. Employees may not use the e-mail system to send material that disparages an individual, the SCSD, or business entity or discloses personal information without authorization.

7.10.3 Access to E-Mail: The e-mail system is not a private mode of communication. When you use e-mail, you are creating SCSD documents that may be read by others in circumstances, including, but not limited to, the following business or legal purposes:

- a. During regular system maintenance;
- b. When a business need exists to access the employee's mail box;
- c. In response to a legal request to disclose e-mail messages from law enforcement officials or in ongoing legal proceedings;
- d. When the SCSD has reason to believe that the employee is using e-mail in violation of SCSD policies (including, but not limited to, its policies prohibiting discrimination and harassment, misappropriation of SCSD property, or using SCSD equipment for personal purposes); or
- e. For periodic, unannounced inspection by the SCSD for business purposes.

System security features, including passwords and message delete functions, do not prevent the SCSD from accessing any message at any time. Employees must be aware that the possibility of such access always exists. Should employees make incidental use of the e-mail system to transmit personal messages, such messages will be treated no differently than other messages and may be accessed by the SCSD under any of the circumstances in the preceding list.

Solicitations, offers to buy and sell goods or services, and other personal messages to large groups via the e-mail system are not appropriate uses of this

SCSD asset.

- 7.12 Solicitation Policy:** It is the SCSD's policy that no solicitation and/or advertising of any nature be permitted in SCSD facilities unless authorized by the General Manager and/or the Board of Directors. The purpose of this policy is to prevent the unnecessary interruption of SCSD business and to establish a common procedure governing solicitation and/or advertising.

7.13 Workplace Violence Prevention

- 7.13.1** The SCSD is committed to preventing workplace violence and to maintaining a safe work environment. To help ensure a safe environment, the SCSD may install security cameras.
- 7.13.2** All employees should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons and other dangerous or hazardous devices or substances are prohibited.
- 7.13.3** Conduct that threatens, intimidates, or coerces another employee, a customer, or member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment.
- 7.13.4** All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other members of management. This includes threats by employees, customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible. All suspicious individuals or activities should be reported as soon as possible.

7.14 Use of Vehicles

- 7.14.1** From time-to-time, SCSD employees may be required to drive either a SCSD vehicle or the employee's personal vehicle on SCSD business. This policy is being implemented to assist the organization in managing the risk and exposure related to employees driving on SCSD business. The goal of this policy is for all employees to maintain a good driving record, carry an amount of insurance as determined by the General Manager, and assist the SCSD in minimizing the risk factor of over exposure to litigation and claims resulting from auto accidents while conducting SCSD business.
- 7.14.2 Documentation:** Any SCSD employee who drives a personal vehicle on SCSD business must provide the following at the start of employment and at the start of each fiscal year:
- a. Proof of insurance for all personal vehicles used when conducting SCSD business. Verification may include a copy of the declaration sheet stating (a) name of insurance carrier; (b) effective date of coverage; (c) limits of coverage.
 - b. A current, valid, California Driver's license.

7.14.3 An approved driver's list will be maintained for all employees who must drive as a part of their jobs. Supervisors will be responsible for identifying these positions (work-based needs). All drivers must be able to legally drive in California. An employee who loses the right to drive, or whose license is restricted for any reason, must immediately report such to his or her supervisor.

7.14.4 Motor Vehicle Record Reporting Requirements: All employees are required to immediately report to their supervisor or manager when they have been involved in an accident while driving on SCSD business in a personal or SCSD vehicle. If an employee reports two (2) at-fault (preventable) accidents within a 24-month period, a review of the employee's insurance coverage and job-related driving activity will be required.

7.14.5 Insurance Liability Coverage and Limits: All drivers must carry insurance with minimums of no less than the State of California legal requirement, or a greater amount as determined by the General Manager. The current minimum State requirement is:

- a. \$15,000 bodily injury liability per person
- b. \$30,000 bodily injury liability per occurrence
- c. \$5,000 property damage liability coverage

In addition to the minimum coverage required, SCSD employees must provide their own comprehensive coverage if they want their vehicles insured. The SCSD insurance will not cover auto body damage to employees' vehicles. For those employees with comprehensive coverage, the SCSD will pay their deductible, up to \$250, for accidents occurring while on SCSD business, provided the employee is not at fault.

7.14.6 **No Personal Use.** District owned vehicles shall not be used for any purpose other than District business or in the performance of a duty as a District employee. Personal use of District owned vehicles is prohibited, without prior approval from the General Manager.

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7.14.7. **DMV Pull-Notice Program.** The SCSD is responsible for insuring that regular and temporary employees operate a SCSD owned or privately-owned vehicle for SCSD business are enrolled in the DMV Pull-Notice Program.

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Prior to hiring, all applicants for regular or temporary positions that operating a SCSD owned or privately-owned vehicle for SCSD business must provide (at applicant's expense) SCSD with a current driving record from the Department of Motor Vehicles. The date on which the driving record was obtained shall be no more than 5 business days prior to the proposed hire date. The SCSD will review the driving record to determine whether the applicant can be authorized to drive SCSD vehicles and/or equipment, and will submit enrollment forms to the DMV Pull-Notice Program as appropriate.

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Contracted temporary agencies are responsible for insuring that temporary employees are enrolled in the DMV Pull Notice Program.

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7.14.8. GPS. The District reserves the right to utilize Global Positioning Systems on any of its vehicles. 7.14.9. Vehicle Policy. It is the policy of the District that:

- a. Any driver of a vehicle for District business must have in his or her possession a valid California Driver's License.
- b. Any driver who drives a vehicle in the course and scope of District business must have proof of private automobile insurance in excess of the minimum standards of the Financial Responsibility Law of the State Vehicle Code.
- c. Employees shall be prohibited from carrying passengers in District vehicles who are not related to District business.
- d. Employees are specifically prohibited from carrying hitchhikers.
- e. The Board of Supervisors or its designee may grant approval in writing to carry specific passenger(s) or to use a District vehicle in appropriate circumstances and on a case-by-case basis without amendments to this ordinance.
- f. Employees shall be required to observe all traffic rules, regulations, or other courtesies at all times. While operating a vehicle on District business, drivers shall operate vehicles not only in compliance with traffic laws, but in compliance with safe driving practices including but not limited to:
 1. Obedying posted speed limits.
 2. All occupants shall use safety belts properly adjusted and securely fastened. The driver of the vehicle shall ensure that all passengers are properly wearing seat belts.
 3. Fines and penalties imposed by a court for violation while on District business shall be personal responsibility of the driver.
- g. A District vehicle shall not be used for any purpose other than District business or in the performance of a duty as District employee, without prior approval from the District Administrative Officer (CAO).
- h. District owned vehicles shall not be used to push another stalled vehicle or be used for other activities that may cause damage to the District vehicle.
- i. Vehicle keys shall never be left in unattended vehicles, even when parked in a secured enclosure.
- j. District vehicles must be locked when not in use, including when parked in the designated District parking areas for each department.
- k. The use of any tobacco product by any driver of a District vehicle is prohibited.
- l. The use of alcohol by any driver of a District vehicle is prohibited.
- m. Employees are prohibited from using cellular phones or other communication equipment such as smartphones and laptop computers for any purpose including, but not limited to, placing calls, text messaging or instant messaging, while driving a District vehicle unless a hands-free devise is in use.
- n. Parking citations issued to a District vehicle shall be the responsibility of the employee who parked the vehicle.
- o. Employees shall operate District vehicle in an ordinary, reasonable manner consistent with the intended use of the vehicle. Except for

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- vehicles engaged in law enforcement work, they shall not be used in activities which may damage the vehicle.
- p. The costs of repairing damages to District vehicles resulting from gross negligence, abuse or willful misconduct by the employee having custody of the vehicle shall be recoverable from the employee.

7.15 Travel Policy

7.15.1 General Travel Policy: Travel on SCSD business or individual contract business shall be by the most economical means consistent with the situation, as determined by the General Manager. The SCSD will reimburse authorized travelers for their necessary and reasonable expenses incurred while traveling on SCSD business.

The General Manager must approve travel on SCSD business outside of Humboldt County in advance. All reimbursement requests must be signed by the employee and approved by the General Manager or designee.

Employees may make their own plane/rental car/lodging reservations or have the SCSD staff make them. Travel shall be by the least expensive method (plane or private car), consistent with the work needs of the SCSD as determined by the General Manager or designee. An employee wishing to travel by private car rather than public transportation shall be reimbursed only up to the cost of public transportation and necessary car rental as determined by the General Manager.

7.15.2 Local Travel: The SCSD will fully reimburse authorized travelers for local transit expenses. Receipts are required for reimbursement.

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7.15.3 Parking: The SCSD will fully reimburse authorized travelers for parking expenses. Receipts are required for reimbursement.

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7.15.4 Private Automobile: The SCSD will fully reimburse mileage at the standard Internal Revenue Service (IRS) allowable mileage rate. Any increases or decreases in the allowable rate will occur simultaneously with the publication date of the new IRS rate as determined by the General Manager or designee.

7.15.5 Rental Car: The General Manager or designee may authorize use of a rental car. Employees should rent compact cars when traveling unless business necessity dictates otherwise, as determined by the General Manager or designee.

Authorized travelers may claim cost of gas, oil, and related auto expenses when supported by receipts and when such expenses are not part of the rental agreement. Travelers should accept the corporate rate whenever possible. This rate includes necessary insurance. When the corporate rate is taken, travelers do not need to accept the over-the-counter insurance unless they do not have required coverage on their personal insurance. If a traveler must take over-the-counter insurance because personal Insurance does not meet SCSD minimums, the extra insurance cost will not be reimbursed.

For economic reasons, travelers are strongly encouraged to fill the gas tank of the rental car themselves before turning it back in to the rental agency.

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7.15.6 Tolls: The SCSD will fully reimburse authorized travelers for tolls. Receipts are required for reimbursement.

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7.15.7 Lodging: The SCSD will fully reimburse authorized travelers for actual lodging expenses consistent with the area of travel when supported by the itemized bill from the establishment. Lodging and the cost of lodging must be pre-approved by the General Manager or designee.

7.15.8 Meals: The SCSD will reimburse the actual reasonable, as may be defined by the General Manager, cost of meals excluding alcohol, to authorized travelers on SCSD business outside Humboldt County. Any exception to this restriction will require specific approval by the General Manager or designee. Meal reimbursement shall be capped at \$45 per day, with \$10 breakfast, \$15 lunch, \$20 dinner

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7.15.9 Business Meals: SCSD-authorized travelers are allowed to host meals for other persons when the meal is related to the business. Travelers may claim actual cost for the meal when supported by receipts. The reason for the meal and the names and titles of guests will be listed on the travel claim form. Any deviation from the above guidelines requires approval by the General Manager or designee. Expenses for business meals consumed within Humboldt County will be reimbursed for the client only unless the appropriate manager pre-approves the employee's meal or it is consistent with the written policy of the General Manager. Documentation as listed in the above paragraph must be supplied.

7.15.10 Registration Fees: The SCSD will fully reimburse authorized travelers for registration fees required to attend a seminar, organized luncheon meeting, etc., when supported by receipt. Reimbursement will occur only when the employee has prior written authorization and is representing the SCSD.

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7.15.11 Phone Calls: Authorized phone calls on a business trip are calls made during SCSD business. All long-distance business calls should be placed on a station-to-station basis using a telephone credit card, except that SCSD will reimburse the employee for one call of reasonable length to home each day that the employee is required to stay overnight outside of the area on SCSD business. Phone call reimbursement is subject to the limitations in the below section on "Incidental Expenses".

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7.15.12 Incidental Expenses: The SCSD will reimburse authorized travelers for actual incidental expenses incurred, such as personal phone calls, taxi driver and baggage tips, etc. up to a maximum of \$8.00 per day when certified by the claimant. These are claimed and itemized as incidentals on the claim form.

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7.15.13 Travel Extension: When employees traveling by air wish to extend an authorized trip beyond the time required for business, they may do so on their own time if they obtain pre-approval for vacation taken. The SCSD will reimburse the employee for the cost of lodging and meals only up to the initial return date.

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7.15.14 Adequate Records: It is the responsibility of the traveler to keep adequate

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documentation of expenses claimed for reimbursement. Incidentals, while not requiring receipts, must be itemized on a log with the date, description of each incidental expense, and amount attached to the travel claim. All receipts must be original. They should be placed in chronological order and attached to 8 1/2 X 11 sheets of paper with the date and explanation next to the receipt. Any claim submitted that does not follow these guidelines may be returned to the claimant for correction. Any exceptions to this policy require written approval by the General Manager or designee.

- 7.16 Educational Reimbursement Policy:** Reimbursement is subject to determination by the General Manager that a course is career related and subject to approval by the General Manager who may prepare and issue guidelines for the administration of this policy.
- 7.17 Political Activities:** Employees shall not engage in political activities of any kind either during the employee's work hours or on District property.

Scotia Community Services District

Staff Report

Date: October 18, 2018
To: Scotia CSD Board of Directors
From: Leslie Marshall, General Manager
Subject: Consider Adopting Resolution 2018-19: A Resolution of the Scotia Community Services District Board of Directors Amending the Master Fee Schedule

RECOMMENDATION:

Review and adopt Resolution 2018-19 Scotia Community Services District Master Fee Schedule, with recommended changes.

ACTION:

Review amended Master Fee Schedule, discuss, and approve Resolution 2018-19

DISCUSSION:

The Master Fee Schedule is a list of fees and costs used for District and customer reference. The prior Fee Schedule included water and wastewater rates for only fiscal year 2017/18 and would require a Board action to be amended annually. This amended Fee Schedule includes tables showing water and wastewater rates adopted through the 218 process for fiscal years 2016/17 through 2020/21. This allows the Board to adopt a fee schedule that will not need to be amended until District fees change.

Additionally, this revised Fee Schedule will no longer include the water hauler guidelines and agreement as an attachment. It will be a separate agreement to be amended and updated administratively as necessary.

FISCAL IMPACT:

See Fee Schedule

ATTACHMENTS:

Updated Master Fee Schedule

RESOLUTION NO. 2018-19

**RESOLUTION OF THE SCOTIA COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS
ESTABLISHING A 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 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 Master Fee Schedule attached hereto as Exhibit "A" and made a part hereof by this reference.

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

PASSED, APPROVED AND ADOPTED on the 18th day of October 2018, 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. 2018-19, passed and adopted at a special meeting of the Board of Directors of the Scotia Community Service District, County of Humboldt, State of California, held on the 18th day of October 2018, 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 2018/19 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 water shall be based on the 2017 Water Hauler Guidelines. Raw water will not be available for water hauler use or sale.
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.
- B. Monthly Consumption Charge: The monthly quantity charge rate shall be charged per 100 cubic-feet (HCF) of water used.
- C. Monthly Raw Water Charge: The Raw (non-potable) Water Rate shall be charged per 100 HCF of water used.

Water Rates over the Initial 5-year Period					
	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21
Monthly Base Rate per Meter Size					
5/8"	\$62.91	\$63.86	\$64.81	\$65.79	\$66.77
3/4"	\$94.37	\$95.79	\$97.23	\$98.69	\$100.17
1"	\$157.28	\$159.64	\$162.03	\$164.46	\$166.93
1 1/2"	\$314.56	\$319.28	\$324.07	\$328.93	\$333.86
2"	\$503.29	\$510.84	\$518.50	\$526.28	\$534.17
3"	\$943.67	\$957.83	\$972.19	\$986.78	\$1,001.58
4"	\$1,572.78	\$1,596.37	\$1,620.32	\$1,644.62	\$1,669.29
6"	\$3,145.57	\$3,192.75	\$3,240.64	\$3,289.25	\$3,338.59
8"	\$5,032.91	\$5,108.40	\$5,185.03	\$5,262.81	\$5,341.75
Monthly Commodity Rate					
<i>Treated Water</i> (per 100 cf water used)	\$2.66	\$2.70	\$2.74	\$2.78	\$2.82
<i>Raw Water</i> (per 100 cf water used)	\$0.23	\$0.23	\$0.24	\$0.24	\$0.24

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:

Wastewater Rates over the Initial 5-year Period					
	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21
Base Rate (per EDU)	\$75.25	\$76.38	\$77.53	\$78.69	\$79.87
Monthly Flow Rate					
Flow Rate (per 100 cf used)	\$4.11	\$4.18	\$4.24	\$4.30	\$4.37
Monthly Strength Rate					
BOD (per lb)	\$0.3626	\$0.3680	\$0.3736	\$0.3792	\$0.3849
TSS (per lb)	\$0.5414	\$0.5495	\$0.5578	\$0.5661	\$0.5746

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: October 18, 2018
To: Scotia CSD Board of Directors
From: Leslie Marshall, General Manager
Subject: Road Maintenance Agreement between Humboldt Redwood Company LLC. and Scotia CSD for Road Easement to Water Treatment Facilities

RECOMMENDATION:

Review, approve and authorize the General Manager to sign the Road Maintenance Agreement between Humboldt Redwood Company LLC. (HRC) and Scotia CSD for Road Easement to Water Treatment Facilities.

ACTION:

Authorize the General Manager to sign the Road Maintenance Agreement between HRC and Scotia CSD for Road Easement to Water Treatment Facilities.

DISCUSSION:

The road up to the water treatment facilities needs repair and maintenance. This property is owned by HRC, and the SCSD has an easement on their property for our water treatment facilities, and an ingress and egress easement for the road to access our facilities. This agreement establishes an initial repair of the road by HRC, with subsequent repairs to be done at a split proportional to the use of the road. Any bids for the road improvements must be agreed to by both parties prior to the work being completed. This agreement will be reviewed annually.

The agreement has been approved by SCSD legal counsel and is under final review with HRC counsel. Any minor changes will be approved by the General Manager, and major changes will be brought back to the Board for review.

FISCAL IMPACT:

Initial repair costs will be covered by HRC, future maintenance costs will be split 90% CSD/ 10% HRC, the split depending on proportional usage of the road. Exact costs are not specified at this time.

ATTACHMENTS:

Road Maintenance Agreement between Humboldt Redwood Company LLC. And Scotia CSD for Road Easement to Water Treatment Facilities.

ROAD MAINTENANCE AGREEMENT

THIS ROAD MAINTENANCE AGREEMENT is made and entered into this 18th day of October, 2018, by and between HUMBOLDT REDWOOD COMPANY, LLC ("HRC") and the SCOTIA COMMUNITY SERVICES DISTRICT, and its assigns ("SCSD").

RECITALS

- A. HRC owns real property located in Humboldt County, California, which is more particularly described in Exhibit A attached hereto and which is incorporated herein by this reference.
- B. SCSD has permanent non-exclusive easements (Document 2013-015279-10 - Humboldt County Recorder's Official Records) ("Road") for ingress and egress across the land particularly described in Exhibit A and depicted in Exhibit B attached hereto and which is incorporated herein by reference
- C. HRC and SCSD desire to enter into an agreement to share maintenance costs of the Road.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1. Term The term of this Agreement shall be for the period of October 1st, 2018 to September 30th, 2023.
- 2. Costs. The cost of all work performed in connection with the construction, installation, operation, maintenance, repair, replacement, reconstruction, and improvement of the Road shall be borne by HRC or SCSD as follows:
 - a. 90% of costs borne by SCSD.
 - b. 10% of costs borne by HRC.

These costs shares will be reviewed and approved by both parties on an annual basis.

- 3. Repairs and Maintenance
 - a. HRC will repair the existing road to good condition within 60 days of signing this agreement.
 - b. SCSD and HRC shall maintain the Road in good condition at all times and must promptly make all repairs, replacements, or reconstruction thereof that may be necessary for the preservation of the safe condition and the continued safe use of the Road. All such work shall be performed with costs shared as in a proportions set forth in paragraph 2.
 - c. Both HRC and SCSD must agree to any road improvements and accept the bid for any road improvement contract.
 - d. Before authorizing expenditures costs estimates will be provided and agreed upon.
 - e. If any party performs improvements, maintenance repairs, or replacements

without the approval of the other party, the party performing the improvements shall become liable for the entire cost thereof, unless such work is deemed an emergency. However, where emergency repairs are necessary as more particularly noted in Paragraph 4 below, no prior approval is necessary before making such improvements or undertaking such maintenance.

4. Emergency Repairs If a party is made aware of emergency safety conditions on the Road, that party will attempt to reach other party and request that the necessary repairs be completed immediately. However, if the aware party is not able to reach the non-aware party, the aware party has the authority to make emergency repairs as needed without further notification. In such cases, the other party will be notified after the repair of the cost and amount due, as well as the reasons for making the emergency repair. The reimbursement shall be shared as defined in Paragraph 2.
5. Insurance Any Contractor for improvements, maintenance repairs, or replacements shall carry and maintain, at Contractor's expense, the following required insurance coverages:
 - a. Commercial General Liability coverage extended to include Contractual and Completed Operations, providing Bodily Injury and Property Damage Liability coverage (with respect to automobiles and exposures other than automobiles) with a Combined Single Limit of \$2,000,000.00 anyone occurrence.
 - b. Commercial Automobile Liability coverage providing Bodily Injury and Property Damage Liability coverage with Combined Single Limit of \$2,000,000.00 anyone occurrence.
 - c. If Contractor uses employees to perform work which may be allowed under this Agreement, contractor shall provide Statutory Workers' Compensation insurance covering Contractor's employees as required by law. Such coverage shall also provide Coverage B, Employers' Liability limits of at least \$2,000,000/\$2,000,000/\$2,000,000.
 - d. If the Contractor chooses to hire a Sub-contractor to perform work which may be allowed under this Agreement, the Sub-contractor shall be required to provide the same insurance coverage and comply with the notice procedures as described in this entire paragraph. Contractor and/or Sub-contractor shall comply with all federal, state and local laws, orders, regulations and ordinances including, but not limited to, those related to employment eligibility verification, worker's compensation and labor and wages and shall indemnify and hold HRC harmless from all claims and liabilities that arise from their failure to do so.
 - e. Contractor may maintain a property damage and personal property insurance policy for any losses sustained to contractor's personal property or vehicle (Property). It is acknowledged that HRC does not maintain such insurance for any of SCSD's Property and is not liable for any damage to SCSD's Property from whatever cause. SCSD's failure to maintain a property damage insurance policy shall be a complete waiver of SCSD's right to seek damages against HRC

for damage to SCSD's Property from whatever cause.

- f. Prior to performance under this agreement, Contractor shall furnish HRC (Humboldt Redwood Company, P.O. Box 712, Scotia, CA 95565, Fax: (707) 764-4472), certificate(s) of insurance from an insurer satisfactory to HRC evidencing compliance with the provisions of this Section, and shall contain the following provisions:
 - i. Such insurances shall not be canceled or materially altered without first giving thirty (30) days' written notice to HRC;
 - ii. Such insurances shall be primary to any owned by Contractor and any coverage held by HRC, if any, shall not be required to respond to such liabilities;
 - iii. With respect to subparagraphs (b) and (c) above, HRC shall be named as an additional insured for operations arising out of this Agreement, and;
 - iv. With respect to subparagraphs (b) and (c) above, Insurance certificate(s) must be accompanied by the Insurance Company's endorsement form.
6. Binding This ROAD MAINTENANCE AGREEMENT shall be, and hereby is, made a part of each conveyance of all or any part of HRC's or SCSD's property, and shall run with the land as to all property burdened and benefited by this Agreement, and no act of subdivision of HRC's or SCSD's property, shall limit the applicability of this Agreement. The rights, covenants and obligations contained in this Agreement shall bind, burden, and benefit each of the parties' respective successors and assigns.
7. Indemnification. HRC agrees to indemnify, defend at its own expense, and hold SCSD harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of HRC or its officers, agents, or employees in rendering services under this contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from SCSD's sole negligence or willful acts.
8. Notices Any demands, notices or communications which either party thereto shall be required to make upon the other, shall be in writing deposited by the U.S. Postal Service or other mail carrier by certified or registered mail to the addresses below. Certified or registered mails shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt, or on the date receipt if refused as shown on the records or manifest of the U.S. Postal Service or other such carrier.

Scotia Community Services District
P.O. Box 104 Scotia, CA 95565
(707) 506-3030

Attn: Asset Management
P.O. Box 996 Ukiah, CA 95482
(707) 467-3388
Fax (707) 764-4400

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

HUMBOLDT REDWOOD COMPANY, LLC
“HRC”

SCOTIA COMMUNITY SERVICES
DISTRICT
“SCSD”

By: _____
John Kuhry, Asset Manager

By: _____
Leslie Marshall, General Manager

When Recorded Mail Document To:
And Mail Tax Statements To:

Humboldt Redwood Company
P.O. Box 712
Scotia, CA 95565-0037

2013-015279-10
Recorded - Official Records
Humboldt County, California
Carolyn Crnich, Recorder
Recorded by: FNTCO
Rec Fee: \$40.00

Clerk: LH Total: \$40.00
Jul 1, 2013 at 10:49:28

APN: 205-351-030

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CORRECTION GRANT DEED

The undersigned grantor(s) declare(s)

DOCUMENTARY TRANSFER TAX IS \$0. THIS TRANSFER IS MADE PURSUANT TO A CONFIRMED PLAN OF REORGANIZATION AS PROVIDED UNDER 11 U.S.C. § 1146(a) AND CALIFORNIA REVENUE AND TAXATION CODE § 11923(a)(1).

[] computed on full value of property conveyed, or
[] computed on full value less value of liens or encumbrances remaining at time of sale,
[X] Unincorporated Area

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**Town of Scotia Company, LLC, a Delaware limited liability company
hereby GRANT(S) to
Humboldt Redwood Company, LLC, a Delaware limited liability company**

The following described real property in the County of Humboldt, State of California:

-SEE EXHIBIT A ATTACHED HERETO-

This deed is being recorded, pursuant to said Reorganization Plan, to correct/supplement the legal description in deed recorded July 30, 2008 as Instrument No. 2008-18466-122, the herein described lands having been temporarily conveyed to the grantor above in deed recorded July 30, 2008 as Instrument No. 2008-18468-28.

DATED: 3/1, 2013

State of California
County of Humboldt

On 3/1/13 before me,
Jennifer M. Simpson, Notary Public
(here insert name and title of the officer), personally appeared
Frank Shaw Baick

Frank Shaw Baick
**Town of Scotia Company, LLC, a Delaware
limited liability company**

By: Printed Name: FRANK SHAW BAICK

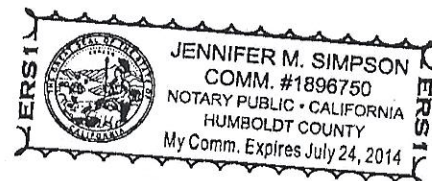
Title: president

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jennifer M. Simpson (Seal)



Attest Date 12/8/17
This instrument is a correct copy of the
original on file in this office.
Kelly E. Sanders, Humboldt Co. Recorder
By R. Burns Deputy County Recorder

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EXHIBIT A

PROPERTY DESCRIPTION

All that real property in Sections 5, 7, 8, 17, 18 and 20, Township 1 North, Range 1 East, Humboldt Meridian, in the unincorporated area of Humboldt County, California, described as follows:

TRACT A

The Southwest Quarter of the Southeast Quarter of Section 5.
The West Half of Section 8.
The West Half of Section 17.
Lot 5 of Section 5.
Lot 4 of Section 17.

EXCEPTING therefrom that portion thereof conveyed to The Bayside Lumber Company by deed recorded September 18, 1912 in Book 119 Deeds, Page 325.

ALSO EXCEPTING therefrom those portions thereof lying Westerly of the Easterly lines of those parcels of land conveyed to the State of California by deeds recorded July 5, 1951 in Book 175 Official Records, Page 322, June 5, 1972 in Book 1140 Official Records, Page 228 and March 12, 1982 in Book 1666 Official Records, Page 887.

ALSO EXCEPTING therefrom those portions thereof conveyed to the San Francisco and Northwestern Railway and Northwestern Pacific Railroad Company by deeds dated May 15, 1903 in Book 82 Deeds, Page 410 and June 22, 1906 in Book 96 Deeds, Page 181.

TRACT B

COMMENCING at a point that bears South 50 degrees 09 minutes 23 seconds West, 728.82 feet from the Northeast Corner of the Southeast Quarter of said Section 7, as said corner is shown on the Record of Survey filed in Book 63 Surveys, Page 71, Humboldt County Records;

thence South 10 degrees 44 minutes 49 seconds East, 113.87 feet;
thence South 03 degrees 30 minutes 00 seconds East, 175.70 feet;
thence North 85 degrees 26 minutes 04 seconds East, 81.58 feet;
thence North 16 degrees 53 minutes 22 seconds East, 24.71 feet;
thence South 78 degrees 45 minutes 20 seconds East, 15.93 feet;
thence South 89 degrees 14 minutes 42 seconds East, 77.94 feet;
thence North 85 degrees 34 minutes 45 seconds East, 25.00 feet to the beginning of a non-tangent curve, concave to the East, having a radius of 1300.12 feet, to which point a radial line bears South 85 degrees 34 minutes 45 seconds West said point being on the existing centerline of Main Street;
thence Southerly along said curve and along the centerline of Main Street, through an angle of 0 degrees 32 minutes 33 seconds, 12.31 feet;

TOWN OF SCOTIA COMPANY, LLC CORRECTION GRANT DEED DESCRIPTION

Page 1 of 7

OR #2013-015279-10 2 of 10

thence leaving Main Street, North 89 degrees 14 minutes 42 seconds West,
 104.01 feet;
 thence South 00 degrees 43 minutes 20 seconds West, 184.02 feet;
 thence South 12 degrees 35 minutes 43 seconds East, 81.01 feet to the beginning
 of a curve concave to the West, having a radius of 500.05 feet;
 thence Southerly along said curve, through an angle of 7 degrees 43 minutes 54
 seconds, 67.48 feet;
 thence South 04 degrees 51 minutes 49 seconds East, 241.02 feet;
 thence South 09 degrees 32 minutes 12 seconds East, 110.01 feet;
 thence South 11 degrees 14 minutes 37 seconds East, 74.01 feet;
 thence North 87 degrees 58 minutes 35 seconds East, 84.01 feet to the existing
 centerline of Main Street;
 thence along the centerline of Main Street, South 05 degrees 58 minutes 03
 seconds East, 93.01 feet to the beginning of a curve, concave to the East, having a radius
 of 950.09 feet;
 thence Southerly along said curve and along the centerline of Main Street,
 through an angle of 29 degrees 51 minutes 35 seconds, 495.14 feet to the TRUE POINT
 OF BEGINNING;
 thence continuing along said curve and along the centerline of Main Street,
 through an angle of 2 degrees 01 minutes 29 seconds, 33.58 feet;
 thence continuing along said centerline of Main Street, South 37 degrees 51
 minutes 08 seconds East, 496.05 feet to the beginning of a curve, concave to the West,
 having a radius of 675.06 feet;
 thence Southerly along said curve and along the centerline of Main Street,
 through an angle of 6 degrees 56 minutes 41 seconds, 81.82 feet;
 thence leaving said centerline of Main Street, North 59 degrees 05 minutes 33
 seconds East, 58.26 feet, more or less, to the West line of that parcel of land conveyed to
 the State of California by deed recorded July 5, 1951 in Book 175 Official Records, Page
 322 (parcel 1 therein);
 thence along said West line the following courses:
 South 13 degrees 27 minutes 34 seconds East, 243.31 feet (record South
 12 degrees 08 minutes 19 seconds East, 243.29 feet);
 South 07 degrees 13 minutes 30 seconds East, 347.04 feet (record South
 05 degrees 54 minutes 15 seconds East, 347.01 feet) to the North line of that parcel of
 land conveyed to the County of Humboldt by deed recorded August 15, 1979 in Book
 1586 Official Records, Page 69;
 thence along said North line, South 84 degrees 48 minutes 05 seconds West,
 74.00 feet (record South 86 degrees 07 minutes 20 seconds West, 73.99 feet);
 thence continuing along said North line, South 62 degrees 03 minutes 35 seconds
 West, 70.32 feet (record South 63 degrees 22 minutes 50 seconds West, 70.32 feet) to the
 West line of said Book 1586 Official Records, Page 69;
 thence along said West line the following courses:
 South 21 degrees 14 minutes 39 seconds East, 221.08 feet (record South
 19 degrees 55 minutes 24 seconds East, 221.06 feet);

South 08 degrees 39 minutes 01 seconds East, 268.74 feet (record South 07 degrees 19 minutes 46 seconds East, 268.71 feet);
South 38 degrees 05 minutes 29 seconds East, 147.51 feet (record South 36 degrees 46 minutes 14 seconds East, 147.50 feet);
South 27 degrees 18 minutes 13 seconds East, 461.38 feet (record South 25 degrees 58 minutes 58 seconds East, 461.34 feet);
South 26 degrees 42 minutes 18 seconds East, 503.82 feet (record South 25 degrees 23 minutes 03 seconds East, 503.77 feet);
South 25 degrees 23 minutes 17 seconds East, 310.28 feet (record South 24 degrees 04 minutes 02 seconds East, 310.25 feet);
South 34 degrees 20 minutes 43 seconds East, 951.06 feet (record South 33 degrees 01 minutes 28 seconds East, 950.97 feet) to the South line of said Book 1586 Official Records, page 69;

thence along said South line, North 54 degrees 35 minutes 43 seconds East, 97.71 feet (record North 55 degrees 54 minutes 58 seconds East, 97.70 feet) to the East line of that parcel of land conveyed to The Pacific Lumber Company by deed recorded February 21, 1980 in Book 1604 Official Records, Page 513 (parcel three therein);

thence along said East line along the following courses:

South 38 degrees 24 minutes 31 seconds East, 919.32 feet (record South 37 degrees 05 minutes 16 seconds East, 919.23 feet);

South 33 degrees 38 minutes 38 seconds East, 500.05 feet (record South 32 degrees 19 minutes 23 seconds East, 500.00 feet);

South 29 degrees 29 minutes 43 seconds East, 344.70 feet (record South 28 degrees 10 minutes 28 seconds East, 344.67 feet) to the beginning of a non-tangent curve, concave to the East, having a radius of 1125.10 feet, to which point a radial line bears South 58 degrees 23 minutes 45 seconds West;

Southerly along said curve, through an angle of 22 degrees 27 minutes 16 seconds, 440.93 feet;

South 54 degrees 03 minutes 31 seconds East, 401.14 feet (record South 52 degrees 44 minutes 16 seconds East, 401.10 feet) to the beginning of a curve, concave to the Northeast, having a radius of 1115.38 feet;

Southerly along said curve, through an angle of 23 degrees 24 minutes 15 seconds, 455.61 feet to a point that bears South 25 degrees 53 minutes 22 seconds East, 8612.01 feet from said Northeast Corner of the Southeast Quarter of Section 7;

South 77 degrees 27 minutes 46 seconds East (record South 76 degrees 08 minutes 31 seconds East), 194 feet, more or less to the East line of Lot 4 of Section 17;

thence Southerly along said East line of Lot 4 and the East line of Lot 3 of Section 20 to the low-water mark of the Eel River;

thence Northwesterly along said low-water mark, 8100 feet, more or less, to a point that bears South 70 degrees 00 minutes 00 seconds West from a point that bears South 23 degrees 39 minutes 05 seconds West, 3724.92 feet from said Northeast Corner of the Southeast Quarter of Section 7;

thence North 70 degrees 00 minutes 00 seconds East, 400.00 feet, more or less, to said point;

thence North 20 degrees 00 minutes 00 seconds West, 500.00 feet;

thence North 64 degrees 59 minutes 09 seconds East, 99.91 feet;

thence South 52 degrees 55 minutes 32 seconds East, 263.84 feet;

TOWN OF SCOTIA COMPANY, LLC CORRECTION GRANT DEED DESCRIPTION

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thence North 67 degrees 02 minutes 52 seconds East, 113.00 feet;
thence North 53 degrees 00 minutes 00 seconds East, 155.83 feet, more or less, to
the East line of that parcel of land conveyed to the Northwestern Pacific Railroad
Company by deed recorded January 22, 1920 in Book 140 Deeds, Page 224;
thence along said East line, North 26 degrees 00 minutes 27 seconds West, 385.73
feet, more or less, to a point that bears South 63 degrees 59 minutes 33 seconds West
from a point that bears South 25 degrees 40 minutes 10 seconds West, 2808.57 feet from
said Northeast Corner of the Southeast Quarter of Section 7;
thence North 63 degrees 59 minutes 33 seconds East, 98.27 feet, more or less, to
said point;
thence North 53 degrees 30 minutes 26 seconds East, 241.97 feet;
thence North 68 degrees 22 minutes 51 seconds East, 351.10 feet;
thence North 76 degrees 38 minutes 54 seconds East, 477.57 feet;
thence North 53 degrees 26 minutes 29 seconds East, 92.17 feet;
thence North 54 degrees 10 minutes 22 seconds East, 99.01 feet, more or less, to
the TRUE POINT OF BEGINNING.

EXCEPTING therefrom those portions thereof conveyed to the San Francisco and
Northwestern Railway and Northwestern Pacific Railroad Company by deeds dated May
15, 1903 in Book 82 Deeds, Page 410, June 22, 1906 in Book 96 Deeds, Page 108 and
March 28, 1919 in Book 140 Deeds, Page 224, but INCLUDING herein that portion of
said lands reconveyed to The Pacific Lumber Company by deed recorded April 1, 1921
in Book 152 Deeds, Page 490 lying within TRACT B herein.

TRACT C

Those portions of the West Half and Lot 4 of Section 17 conveyed to The Pacific Lumber
Company by deed recorded May 6, 1980 in Book 1611 Official Records, Page 446.

This description is based on a Record of Survey for Town of Scotia Company, LLC in
Sections 5, 7, 8, 17, 18 and 20, Township 1 North, Range 1 East, Humboldt Meridian,
dated April, 2010 by Kelly-O'Hern Associates filed in the Office of the Humboldt County
Recorder in Book 68 Surveys, Pages 16 through 20 (Parcel 1 thereof).

This Parcel is Parcel 1 of the Notice of Lot Line Adjustment and Certificate of
Subdivision Compliance recorded November 12, 2010 as Instrument No. 2010-24819-17,
Humboldt County Records, and illustrated on Exhibit C.

RESERVING AND EXCEPTING THEREFROM EASEMENT PARCELS I, II, III and
IV DESCRIBED AS FOLLOWS:

PARCEL I

A non-exclusive easement for water storage and water treatment facilities, together with the right to convey said reserved and excepted rights to a Community Services District over the following described parcel:

All that real property situated in Sections 8 and 17, Township 1 North, Range 1 East, Humboldt Meridian, in the unincorporated area of Humboldt County, California, described as follows:

BEGINNING at a point that bears South 54 degrees 36 minutes 38 seconds East, 1781.38 feet from the Northwest Corner of the Southwest Quarter of said Section 8, as said corner is shown on the Record of Survey filed in Book 63 Surveys, Page 71, Humboldt County Records;

thence South 01 degrees 19 minutes 15 seconds East, 496.56 feet;

thence West, 393.65 feet;

thence South 87 degrees 39 minutes 05 seconds West, 208.67 feet;

thence South 38 degrees 47 minutes 24 seconds West, 325.89 feet, more or less, to the East line of that parcel of land conveyed to the State of California by deed recorded July 5, 1951 in Book 175 Official Records, Page 322 (parcel 1 therein);

thence along said East line the following courses:

North 27 degrees 10 minutes 28 seconds West (record bearing North 27 degrees 09 minutes 43 seconds West), 270.43 feet;

North 03 degrees 42 minutes 53 seconds West, 129.78 feet (record North 03 degrees 42 minutes 08 seconds West, 129.78 feet);

South 82 degrees 55 minutes 08 seconds East, 40.00 feet (record South 82 degrees 54 minutes 23 seconds East, 40.00 feet);

North 37 degrees 02 minutes 58 seconds East, 476.33 feet (record North 37 degrees 03 minutes 43 seconds East, 476.33 feet) to a point that bears South 88 degrees 41 minutes 41 seconds West from the point of beginning;

thence leaving said East line North 88 degrees 41 minutes 41 seconds East, 600.24 feet, more or less, to the point of beginning.

Said parcel also being illustrated on Exhibit B.

PARCEL II

A permanent non-exclusive easement for water storage and water treatment facilities, for ingress and egress, 50 feet in width together with the right to convey said reserved and excepted rights to a Community Services District, being twenty-five (25) feet on each side of the described centerline:

BEGINNING at a point in the approximate centerline of the County road, said point bears South 07 degrees 32 minutes 22 seconds East, 3171.87 feet from the Northwest Corner of the Southwest Quarter of said Section 8, as said corner is shown on the Record of Survey filed in Book 65 Surveys, Pages 59 and 60, Humboldt County Records;

TOWN OF SCOTIA COMPANY, LLC CORRECTION GRANT DEED DESCRIPTION

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thence North 81 degrees 48 minutes 39 seconds East, 78.78 feet;
thence North 84 degrees 16 minutes 38 seconds East, 101.45 feet;
thence South 76 degrees 08 minutes 41 seconds East, 43.25 feet;
thence South 64 degrees 11 minutes 02 seconds East, 101.24 feet;
thence South 57 degrees 33 minutes 50 seconds East, 83.96 feet;
thence South 42 degrees 24 minutes 47 seconds East, 284.89 feet;
thence South 32 degrees 55 minutes 14 seconds East, 160.63 feet;
thence South 36 degrees 35 minutes 40 seconds East, 332.87 feet;
thence North 47 degrees 45 minutes 53 seconds East, 32.36 feet;
thence North 14 degrees 06 minutes 44 seconds West, 70.78 feet;
thence North 00 degrees 45 minutes 22 seconds East, 96.07 feet;
thence North 13 degrees 57 minutes 52 seconds West, 74.18 feet;
thence North 28 degrees 16 minutes 42 seconds West, 30.32 feet;
thence North 34 degrees 15 minutes 02 seconds West, 57.72 feet;
thence North 41 degrees 02 minutes 29 seconds West, 134.06 feet;
thence North 35 degrees 52 minutes 29 seconds West, 141.45 feet;
thence North 29 degrees 35 minutes 06 seconds West, 354.89 feet;
thence North 26 degrees 31 minutes 59 seconds West, 119.53 feet;
thence North 31 degrees 37 minutes 40 seconds West, 136.17 feet;
thence North 23 degrees 03 minutes 44 seconds West, 76.71 feet;
thence North 07 degrees 31 minutes 27 seconds West, 62.05 feet;
thence North 01 degrees 02 minutes 43 seconds West, 112.40 feet;
thence North 10 degrees 37 minutes 31 seconds East, 57.91 feet;
thence North 23 degrees 55 minutes 28 seconds East, 53.72 feet;
thence North 07 degrees 56 minutes 55 seconds East, 44.16 feet;
thence North 14 degrees 38 minutes 35 seconds West, 77.66 feet;
thence North 03 degrees 46 minutes 42 seconds East, 57.59 feet;
thence North 13 degrees 36 minutes 22 seconds East, 60.26 feet;
thence North 23 degrees 28 minutes 49 seconds East, 79.15 feet;
thence North 10 degrees 25 minutes 03 seconds East, 73.05 feet;
thence North 05 degrees 35 minutes 57 seconds West, 96.71 feet;
thence North 22 degrees 56 minutes 47 seconds West, 127.97 feet;
thence North 03 degrees 41 minutes 40 seconds West, 51.59 feet;
thence North 27 degrees 56 minutes 33 seconds East, 54.46 feet;
thence North 46 degrees 16 minutes 47 seconds East, 125.48 feet;
thence North 31 degrees 46 minutes 51 seconds East, 74.95 feet;
thence North 07 degrees 04 minutes 40 seconds East, 25.56 feet, more or less, to
the South line of the parcel of land described above as Parcel A, said point bears South 30
degrees 00 minutes 30 seconds East, 1773.29 feet from said Northwest Corner of the
Southwest Quarter of Section 8.

Said parcel also being illustrated on Exhibit B.

PARCEL III

A non-exclusive easement for ingress and egress over that portion of the 50 foot wide easement for ingress and egress illustrated in Book 68 Surveys, Pages 16 through 20 (sheet 4 thereof) lying within the land described in Tract A described above.

This easement is appurtenant to Lots 5, 6, 7, 8 and 9, the Southwest Quarter of the Southeast Quarter, the Southeast Quarter of the Northeast Quarter and the East Half of the Southeast Quarter of Section 5, Township

PARCEL IV

A 50 foot wide easement for ingress, egress, public and private utilities, the North line being described as follows:

COMMENCING at the "TRUE POINT OF BEGINNING" of Tract B described above;
thence along the North line of said Tract B the following courses:
South 54 degrees 10 minutes 22 seconds West, 99.01 feet;
South 53 degrees 26 minutes 29 seconds West, 92.17 feet;
South 76 degrees 38 minutes 54 seconds West, 477.57 feet;
South 68 degrees 22 minutes 51 seconds West, 351.10 feet;
South 53 degrees 30 minutes 26 seconds West, 241.97 feet;
South 63 degrees 59 minutes 33 seconds West, 98.27 feet to the East line
of that parcel of land conveyed to the Northwestern Pacific Railroad Company by deed recorded January 22, 1920 in Book 140 Deeds, Page 224.

Said Parcel also being illustrated on Exhibit C.

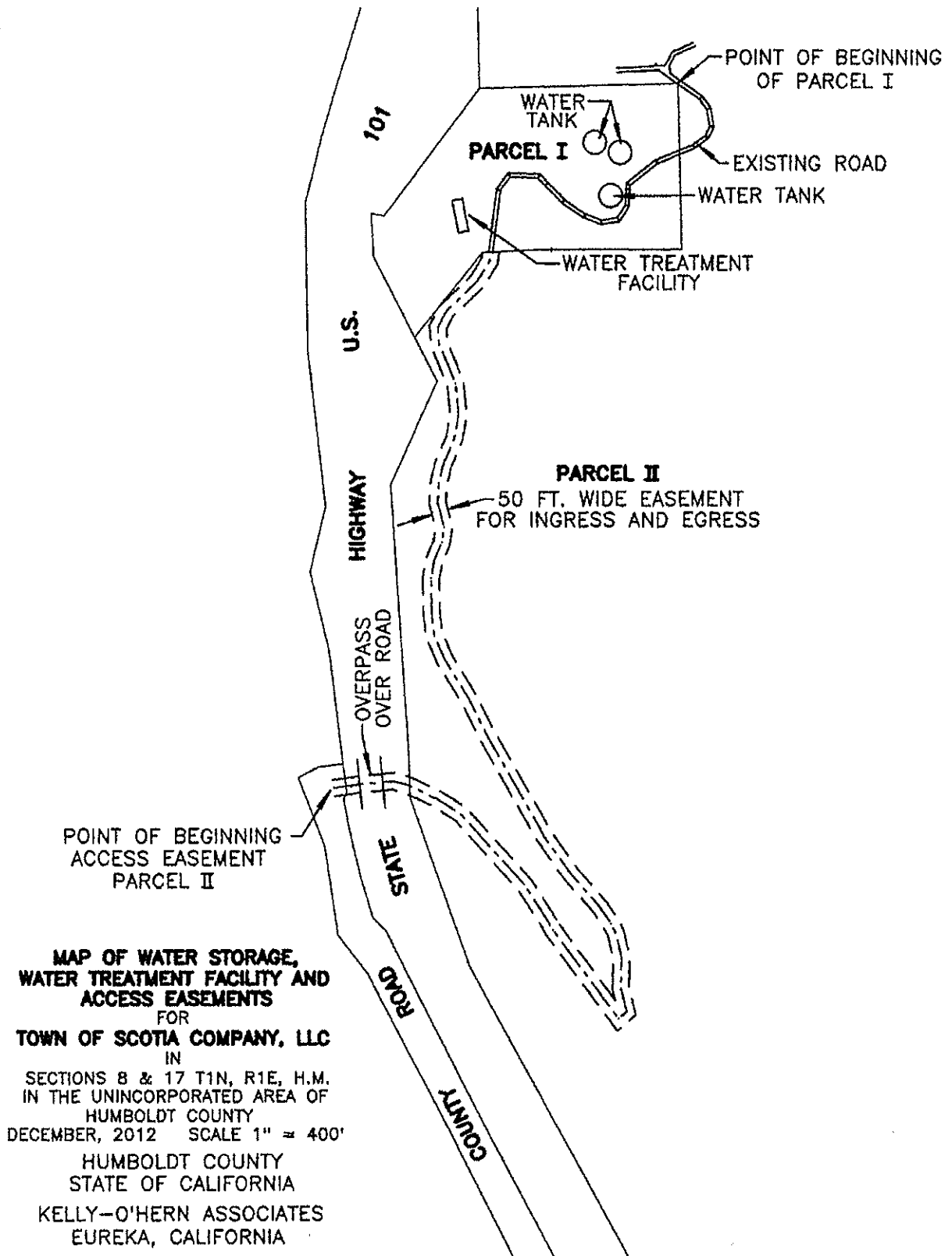
The bearings in this description are based on Book 65 Surveys, Pages 59 and 60, Humboldt County Records.

Prepared by:
Michael J. O'Hern
Michael J. O'Hern LS 4829

Dated MARCH 1, 2013

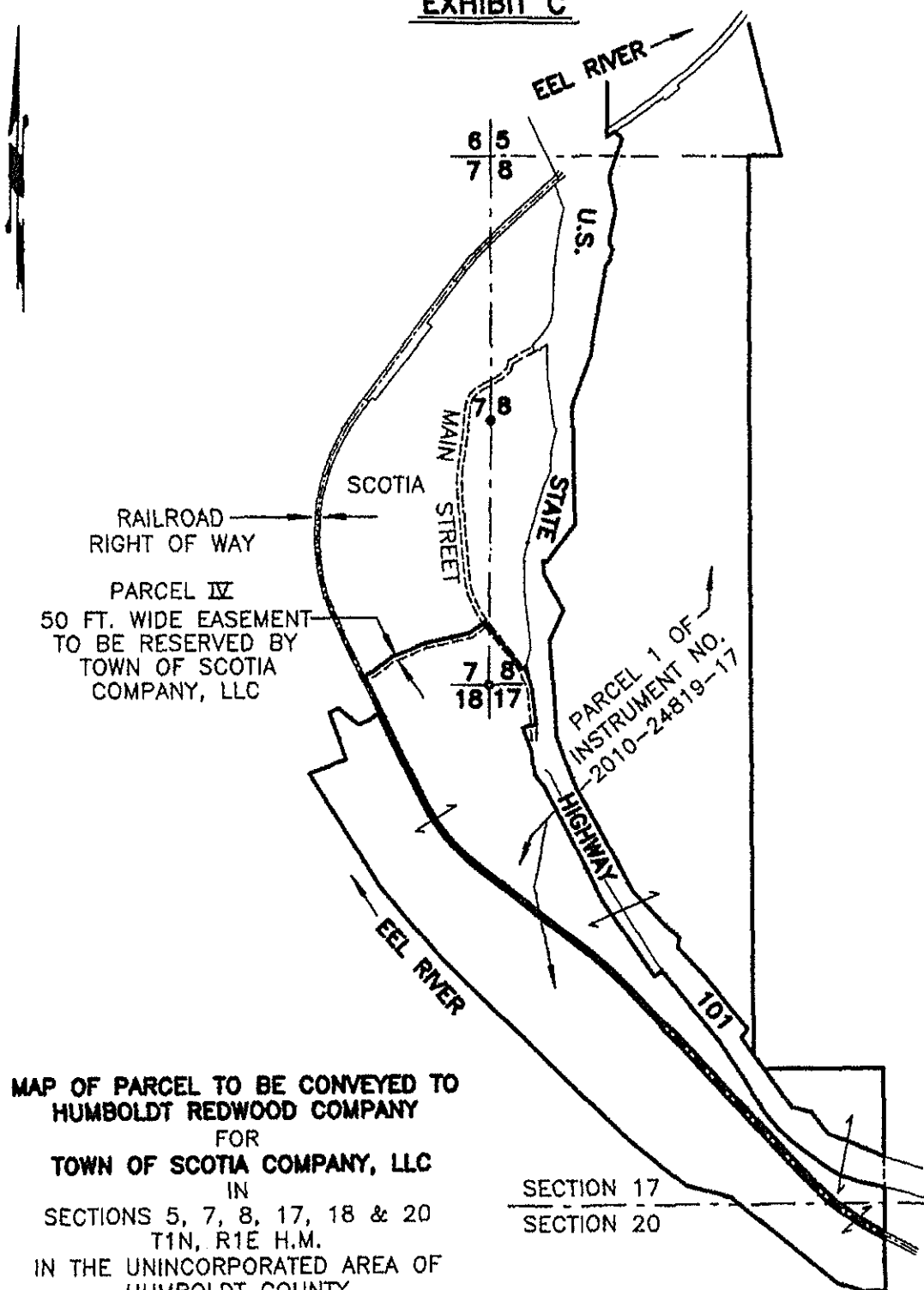


EXHIBIT B



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EXHIBIT C



**MAP OF PARCEL TO BE CONVEYED TO
HUMBOLDT REDWOOD COMPANY
FOR
TOWN OF SCOTIA COMPANY, LLC
IN
SECTIONS 5, 7, 8, 17, 18 & 20
T1N, R1E H.M.
IN THE UNINCORPORATED AREA OF
HUMBOLDT COUNTY
JANUARY, 2013 SCALE 1" = 1500'**

**HUMBOLDT COUNTY
STATE OF CALIFORNIA**

**KELLY-O'HERN ASSOCIATES
EUREKA, CALIFORNIA**

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Scotia Community Services District Staff Report

Date: October 18, 2018
To: Scotia CSD Board of Directors
From: Leslie Marshall, General Manager
Subject: Scotia Community Services District Water Hauler Guidelines Agreement Update

RECOMMENDATION:

Review and Approve the Water Hauler Guidelines Agreement update.

ACTION:

Adopt the updated Water Hauler Guidelines Agreement.

DISCUSSION:

The Water Hauler Guidelines Agreement has been updated to reflect several changes. First is the ability to haul both raw (untreated) and potable water and reflect the charges for both types. This update establishes several additional new requirements:

- Each water hauler shall be trained by District to properly operate hydrant shutoff
- Late payment of invoice may result in 10% late penalty and/or suspension of privileges
- Maximum water available per each agreement is 100,000 gallons per day
- Water Haulers shall use the south Scotia exit/entrance on Highway 101
- All hydrants used by water haulers must be fitted with a backflow preventer, provided by the District
- Raw water is for construction purposes ONLY, and not for human contact nor consumption.
- Water hammer and “surges” caused by water hauler shutoff shall result in suspension of privileges.
- SCSD Emergency Contact
- Other minor changes

FISCAL IMPACT:

Revenues generated from these agreements may now be sourced from either raw or treated water, with each rate charged respectively.

ATTACHMENTS:

Scotia Community Services District Water Hauler Guidelines Agreement

Scotia Community Services District

WATER HAULER GUIDELINES

Effective October 18, 2018

It is the District's desire to be able to provide a convenient source of potable or raw water for transportation to other areas when necessary for domestic or municipal use as well as water for hydro-seeding and construction. The District would also like to keep the process simple while maintaining the integrity of the water system. The District has established the following guidelines effective immediately:

- All water haulers desiring to purchase water from SCSD must complete and submit an SCSD application and permit for each tanker truck, and driver, including those trucks used by sub-contractors.
- Current Certificates of Insurance for general liability and auto liability must be on file with the District (See attached for details).
- Each water hauler shall be trained by District to properly operate hydrant shutoff.
- Water Haulers are advised that water availability is subject to change without notice.

The District requires that all tankers fill at _____ between the hours of 6:00 a.m. and 4:30 p.m., Monday through Friday. It is **unlawful to take water from any other hydrant/location not specified within this agreement. In addition, tampering with any fire hydrant for the unauthorized use of water therefrom, or any other purpose, is a misdemeanor punishable by law.**

- All water haulers are required to provide the following information on their **load log**: approximate gallons, date, time and certify it is destined for the aforementioned uses.
- **The fee for 600 or more gallons per load is \$45.00 load fee + \$0.03/gallon for raw water OR the current treated water flow rate for potable water. Fees will be invoiced monthly per load log and meter read, and payment to the District is to be made prior to the invoice due date. Late payment of invoice may result in 10% late penalty and/or suspension of privileges.**
 - Maximum water available per each agreement is 100,000 gallons per day, or as determined by the SCSD General Manager.
- **To maintain the integrity and security of the District's property and infrastructure, please observe the following:**
 - Water Haulers shall use the south Scotia exit/entrance on Highway 101
 - **Do not** attempt to move vehicles or property. Ask for assistance from a District employee if you have a problem.
 - District personnel and equipment have priority over other users.
 - **It is strictly prohibited to utilize any District water source to wash, rinse, or hose off any vehicle.**
 - All hydrants used by water haulers **must** be fitted with a backflow preventer, provided by the District
 - **Raw water is for construction purposes ONLY, and not for human contact nor consumption.**
 - **Water hammer and "surges" caused by water hauler shutoff shall result in suspension of privileges.**

Violation of the above guidelines may result in the loss of privilege to obtain water from Scotia Community Services District and/or legal action.

SCSD Emergency Contact: Brandon Wishneff (707)845-4324

Scotia Community Services District

CERTIFICATE OF INSURANCE REQUIREMENTS

All water purveyors and bulk water haulers will be required to provide the District with a Certificate of Insurance on an annual basis.

The Certificate of Insurance shall evidence general liability coverage of not less than \$2,500,000 per occurrence for bodily injury, personal injury and property damage and auto liability of at least \$2,500,000 for bodily injury and property damage each accident limit. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-, VII, or equivalent, or as otherwise approved by the District.

In the event that the water purveyor/hauler employs other contractors (sub-contractors) to haul water from the District, it shall be the water purveyor/hauler's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above. Said policies shall name the District as an additional insured and shall constitute primary insurance as to the District, its officers, agents and employees, so that any other policies held by the District shall not contribute to any loss under said insurance.

SCOTIA COMMUNITY SERVICES DISTRICT
WATER HAULER APPLICATION PERMIT

Name _____		Date _____	
Address _____		Permit # _____	
Phone _____	Fax _____	Account # _____	
E-Mail _____			
Contact Name _____			

Vehicle #1		Back Flow Inspection:	
Make/Model _____		System Type _____	
Year _____	License # _____	Date _____	
State _____	Tank Size _____	Approved By: _____	
Remarks _____			

Vehicle #2		Back Flow Inspection:	
Make/Model _____		System Type _____	
Year _____	License # _____	Date _____	
State _____	Tank Size _____	Approved By: _____	
Remarks _____			

Driver #1		Driver #2	
Name _____	Name _____	Name _____	Name _____
CA DL# _____	CA DL# _____	CA DL# _____	CA DL# _____

This permit, issued by Scotia Community Services District (SCSD) to the owner and/or operator of the equipment identified above, shall be in effect for a period of one (1) year from the date of application approval, subject to the following conditions:

1. This permit is to acquire bulk water from SCSD as directed by SCSD staff.
2. The water purchased is for domestic, municipal, or construction use.
3. SCSD is not responsible for the contents once it leaves the District's system.
4. This permit, or a copy of, must be with the vehicle when acquiring the water.
5. Revocation of this permit may occur at any time, with or without cause, and/or modified at the District's discretion.
6. Written notification to SCSD of any changes whatsoever to the equipment identified above and/or its loading procedures. SCSD staff shall approve such changes prior to continuing operations.
7. The Owner/Operator(s) of this equipment certify said equipment meets all current requirements of the California Department of Health Services and all other applicable regulations.
8. The Owner/Operator(s) will establish an account with SCSD for monthly billing.
9. The Owner/Operator(s) are liable for any damages to the SCSD, its system(s) and/or its equipment.
10. Bulk Water rates are updated on an annual basis and can change at anytime without notice.
11. The Owner/Operator(s) is responsible for any, and all, water taken from the SCSD system.
12. To the fullest extent permitted by law, Owner/Operator(s) will defend, indemnify, and hold harmless the District, its directors, officers, employees or authorized volunteers from all claims and demands of all persons arising out of the performance of the Owner/Operator(s) work or the furnishing of materials; including, but not limited to, claims by the or Owner/Operator(s) Owner/Operator(s) employees damage persons property.

WATER AVAILABILITY IS SUBJECT TO CHANGE WITHOUT NOTICE

By signing below, Owner/Operator(s) acknowledges and agrees to abide by the conditions and requirements set forth above as well as outlined in the SCSD Water Hauler Guidelines

Owner/Operator: _____	Date _____
(Signature)	
Approved by SCSD: _____	Date _____
(Signature)	

SCSD WATER HAULER PROGRAM

WATER HAULERS LOAD LOG

COMPANY NAME: _____ DRIVER: _____

BILLING ADDRESS: _____

PHONE: _____

	DATE	TIME	#OF GALLONS	COST/LOAD	I Certify the Water Hauled is for Domestic Construction or Municipal Use (Sign Below)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
TOTAL	DUE	SCSD		\$	

**Scotia Community Services District
Staff Report**

Date: October 18, 2018

To: Scotia CSD Board of Directors

From: Stephen Davidson, PE
Planwest Partners
Contract District Engineer

Subject: Staff Report - Water Ordinance 2018-2 Amending Ordinance 2015-2 Title II –
Water Service

RECOMMENDATION:

Second Reading of Water Ordinance 2018-2 Amending Ordinance 2015-2 Title II – Water Service

ACTION:

Consider Adopting Ordinance 2018-2, *second reading*

DISCUSSION:

From time to time, District Ordinances are reviewed and updated as required. This is the first revision to the original Water Ordinance 2015-02. The primary revision was to add Section 4.15 - Penalty for Unauthorized Use. This ordinance revision has been reviewed by District legal counsel.

The Ordinance Amendment was posted in the Times Standard and the full text was posted at the District Office for public review.

FISCAL IMPACT:

None - May add revenue for any penalties imposed.

ATTACHMENTS:

Ordinance 2018-2

ORDINANCE NO. ~~2015-2~~ 2018-1

AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE
SCOTIA COMMUNITY SERVICES DISTRICT
~~ADOPTING-AMENDING ORDINANCE 2015-2~~ TITLE II –WATER SERVICE

The Board of Directors of the Scotia Community Services District does ordain as follows:

Section 1: Title II (Water Service) is hereby adopted as follows:

TITLE II - WATER SERVICE

CHAPTER 1 - WATER

SEC. 1.01. Words and Phrases. For the purpose of this article all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; and all words in the singular number shall include the plural number.

SEC. 1.02. Water System. The District will furnish a system, plant works and undertaking used for and useful in obtaining, conserving and distributing of water for public and private uses, including all parts of the water system, all appurtenances to it, and lands, easements, rights in land, water rights, contract rights, franchises, and other water supply, storage and distribution facilities and equipment.

SEC. 1.03. Separability. If any section, subsection, sentence, clause, or phrase of this article is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

SEC. 1.04. Pressure Conditions. All applicants for service connections or water service shall be required to accept such conditions of pressure and service as are provided by the distributing system at the location of the proposed service connection, and to hold the District harmless for any damages arising out of low pressure or high pressure conditions or interruptions in service.

SEC. 1.05. Maintenance of Water Pressure and Shutting Down. The District shall not accept any responsibility for the maintenance of pressure, and it reserves the right to discontinue service while making repairs. Customers dependent upon a continuous supply should provide emergency storage and supply.

SEC. 1.06. Tampering With District Property. No one except an employee or an authorized representative of the District shall at any time in any manner operate the curb stops or valves, main stops, gates or valves of the District's system; or interfere with meters or their connections, street mains or other parts of the water system. Water service may be discontinued until situation is resolved.

SEC. 1.07. Penalty for Violation. For the failure of the customer to comply with all or any part of this article, and any ordinance, resolution or order fixing rates and charges of the District, a penalty for which has not hereafter been specifically fixed, the customer's service shall be discontinued and the water shall not be supplied until the customer has complied with the rule or regulation, rate or charge which was violated or, in the event that they cannot comply with said

rule or regulation, until they have satisfied the District that in the future they will comply with all the rules and regulations established by ordinance of the District, and with all rates and charges of this District.

SEC. 1.08. Ruling Final. All rulings of the General Manager shall be final unless appealed in writing to the Board of Directors within (5) days. When a ruling of the General Manager is appealed in writing, the Board of Directors' ruling shall be final.

SEC. 1.09. General Definitions. All definitions included in Ordinance 2015-1 – Definitions, shall be included by reference and by such reference shall be incorporated in this ordinance as though herein set out in full.

SEC. 1.10. General Manager. The position of General Manager is hereby created. The General Manager shall regularly inspect and maintain all physical facilities related to the District water system, to see that they are in good repair and proper working order, and to note violations of any water regulations. The General Manager shall report directly to the Board of Directors.

The General Manager shall have, subject to approval of the Board of Directors, full charge and control of the maintenance, operation and construction of the water works and system; authority to employ and discharge all employees and assistants; fix and alter the compensation of employees and assistants subject to approval by the Board; and shall have charge of all employees and assistants. The General Manager shall perform such other duties as are imposed from time to time, and shall report to the Board of Directors in accordance with the rules and regulations as adopted by the Board.

The General Manager shall promptly report any violation or disrepair to the Board of Directors. If the work required is in the nature of an emergency, they shall take whatever steps are necessary to maintain service to Customers.

The General Manager, or their designee shall supervise all repair of construction work authorized by the Board and perform any other duties prescribed elsewhere in this ordinance or which shall be hereafter prescribed by the Board.

SEC. 1.11. Clerk. The position of the Clerk is hereby created. The Clerk shall have charge of the District office and of the billing for and collecting the charges herein provided. The Clerk shall perform such other duties as shall be determined by the General Manager and Board.

The Clerk shall compute, prepare and mail bills as hereinafter prescribed, make collections, maintain proper books of account, collect account for and refund deposits, do whatever else is necessary or directed by the Board to set up and maintain an efficient and economical bookkeeping system, and perform any other duties now or hereafter prescribed by the Board.

SEC. 1.12. Performance of Duties. The foregoing duties of the Clerk may be performed by an additional authorized employee.

CHAPTER 2 - NOTICES

SEC. 2.01. Notices to Customers. Notices from the District to a customer will normally be given in writing, and either delivered or mailed to their last known address. Where conditions warrant and in emergencies, the District may resort to notification either by telephone, messenger or door hanger.

SEC. 2.02. Notices from Customers. Notice from the customer, or authorized representative, to the District may be given in writing at the District's operating office.

CHAPTER 3 - APPLICATION FOR REGULAR WATER SERVICE

SEC. 3.01. Application. A property owner or their agent may apply for regular water service at the District offices by completing an application form, paying a nonrefundable processing fee and providing a deposit. The fee schedule and deposit amount can be acquired at the District office. The amounts are set by a resolution of the Board. The deposit will be applied to the account as a credit after 12 months with a good payment record.

SEC. 3.02. Application Agreement. The completion of an application will signify the customers' willingness and intention to comply with this and other ordinances or regulations relating to the regular water service and to make payment for all fees, costs and expenses associated with provision of the water service. In the event an application is executed by two or more individuals as the customer, each individual executing the application shall be jointly and severally liable to make payment for all fees, costs and expenses associated with provision of the water service.

SEC. 3.03. Payment for Previous Service. An application will not be honored unless payment in full has been made for water service previously rendered to the applicant by the District.

SEC. 3.04. Installation Charges. Services and meters shall be installed without charge for all applications for water service received prior to or during the initial construction of the District's water system. The charges below will apply to applications received after the District's Contractor has progressed with the work beyond their property frontage.

Where the applicant requests installation of a 1 1/2 inch or larger water meter or where unusual circumstances exist, the charge for installation of water service shall be equal to the estimated cost plus 10 percent of such service connection. The applicant shall deposit said amount with the District prior to installation, the District will track actual expenditures, the District will compute the difference between the deposit and the actual expenditure, the District will rebate the difference to the applicant where the actual expenditure is less than the deposit. The term "unusual circumstances", as used in this rule, shall include water mains deeper than 6 feet, slopes greater than 20 percent, service line lengths of more than 35 feet and closure of roadway due to traffic safety considerations. The schedule for all other service connections shall be as shown in the rate schedule.

Where the applicant requests the installation of a water meter in an existing water meter box, and the requested meter is to be connected to an existing meter set, the schedule of water meter installation charges shall be as shown in the rate schedule.

SEC. 3.05. Installation of Service. Upon application approval, water service infrastructure will be installed as requested by the applicant. The size shall be determined by the applicant. Service installations will be made only to property abutting on distribution mains as have been constructed in public streets, alleys, or easements, or to extensions thereof as hereby provided.

SEC. 3.06. Changes in Customer's Equipment. Customers making any material change in the size, character, or extent of the equipment or operations utilizing water service, or whose change in operations results in a large increase in the use of water, shall immediately give the District written notice of the nature of the change and, if necessary, amend their application.

SEC. 3.07. Size and Location. The District reserves the right to determine the size of service connections and their location with respect to the boundaries of the premises to be served. The laying of Customer's pipe line to the meter should not be done until the location of the service connection has been approved by the District.

SEC. 3.08. Curb Stop. Every service connection installed within the District shall be equipped with a curb stop on both sides of the meter. The inlet curb stop is intended for the exclusive use of the District in controlling the water supply through the service connection pipe. If the inlet curb stop is damaged by the Customer's use to an extent requiring replacement, such replacement shall be at the Customer's expense. All new installations shall have a customer isolation valve, or outlet curb stop in box, to be owned, maintained, and used by customer.

SEC. 3.09. Residential, Commercial and Industrial Service Connection. It shall be unlawful to maintain a connection excepting in conformity with the following rules:

- A. **Separate Building.** Each building under separate ownership must be provided with a separate service connection. Two or more buildings on the same lot shall have separate services if the buildings could legally be sold separately. Two or more buildings under one ownership and on the same lot or parcel of land may (with specific Board approval, based on hardship) or extenuating circumstances be supplied through the same service connection; provided, that for each building under a separate roof an additional minimum will be applied to the single meter serving said buildings. The District reserves the right to limit the number of buildings or the area of land under one ownership to be supplied by one service connection.
- B. **Separate Property.** A service connection shall not be used to supply property of the same owner across a street or alley, without written approval for specific cases otherwise meeting the intent of this ordinance.
- C. **Divided Property.** When property provided with a service connection is divided, each service connection shall be considered as belonging to the lot or parcel of land which it directly enters.

SEC. 3.10. Service Connections. The service connections extending from the water main to the property line and including the meter, meter box and curb stop, shall be maintained and owned by the District. All pipes and fixtures extending or lying beyond the meter shall be installed, owned and maintained by the owner of the property.

SEC. 3.11. Water Capacity Fee. A water capacity fee shall be collected from each applicant requesting a new water service in addition to any processing fees and/or installation charges. The capacity fee is based on meter size, as shown on the rate schedule.

Due to recent changes in building code regulations, new single-family homes are to be sized with a 1" meter because of fire protection systems, rather than the typical 5/8" meter. It is recommended that all **new single family residential units**, with meter sizes 5/8" up to and including 1", that require a larger size meter because of fire protection, be charged the 5/8" meter rate to reflect their typical demand on the system.

SEC. 3.12. Commercial Landscape Meters. The General Manager shall encourage all commercial users to install an irrigation meter in addition to the regular water meter. Where the customer agrees to install an irrigation meter, the overall connection charge shall be the same as if one water meter had been installed and the installation charge shall reflect the actual time and materials cost of adding an additional meter on the service line constructed for the primary meter.

CHAPTER 4 - GENERAL USE REGULATION

SEC. 4.01. Number of Services per Premises. The applicant may apply for as many services as may be reasonably required for their premises, provided that the pipe line system from each service be independent of the others, they are not interconnected, and adequate water supply and pressure exists.

SEC. 4.02. Water Waste. No customer shall knowingly permit leaks or waste of water. Where water is wastefully or negligently used on a customer's premises seriously affecting the general service, the District may discontinue the service if such conditions are not corrected within five (5) days after giving the customer written notice.

SEC. 4.03. Responsibility for Equipment on Customer Premises. All public facilities installed by the District on private property for the purpose of rendering water service shall remain the property of the District and may be maintained, replaced or repaired by the District without consent or interference of the owner or occupant of the property. The property owner shall use reasonable care in the protection of the facilities. No payment shall be made by District for placing or maintaining said facilities on private property.

SEC. 4.04. Damage to Water System Facilities. The customer shall be liable for any damage to the service facilities when such damage is from causes originating on the premises by an act of the customer or their tenants, agents, employees, contractors, licensees or permittees, including the breaking or destruction of locks by the customer or others on or near a meter, or by blocking or parking on the meter. The District shall be reimbursed by the customer for any such damage or towing charge promptly on presentation of a bill.

SEC. 4.05. Ground-Wire Attachments. All individuals or business organizations are forbidden to attach any ground- wire or wires to any plumbing which is or may be connected to a service connection or main belonging to the District. The District will hold the customer liable for any damage to its property occasioned by such ground-wire attachments.

SEC. 4.06. Control Valve on the Customer Property. The customer shall provide a private outlet isolation valve in box on the private property side of the service installation, as close to the meter location as practicable, to control the flow of water to the piping on their premises. The customer shall not use the public inlet curb stop to turn water on and off for their convenience.

SEC. 4.07. Cross-Connections. The customer must comply with State and Federal laws governing the separation of dual water systems or installations of back flow protective devices to protect the public water supply from the danger of cross-connections as determined by the District. Back flow protective devices must be installed as near the service as possible and shall be open to test and inspection by the District. Plans for installation of back flow protective devices must be approved by the District prior to installation. Backflow protective devices shall be owned, maintained and tested at customer expense.

SEC. 4.08. ID. - Special Cases. In special circumstances, when the customer is engaged in the handling of especially dangerous or corrosive liquid(s) or industrial or process water(s), the District may require the customer to eliminate certain plumbing or piping connections as an additional precaution and as a protection to the back flow preventive devices.

SEC. 4.09. Pressure Reducing Valves. As a protection to the customer's plumbing system, a suitable pressure reducing valve must be installed, owned and maintained by the customer at

their expense, when check valve or other protective devices are used. The pressure reducing valve shall be installed on the customer side of the meter between the check valves and the residence.

SEC. 4.10. Back Flow Device. Whenever back flow protection has been found necessary on a water supply line entering a customer's premises, then any and all water supply lines from the District's mains entering such premises, buildings or structures shall be protected by an approved back flow device, regardless of the use of the additional water supply lines. The ownership, maintenance, and certified testing shall be the responsibility of the customer. The customer shall submit the testing results annually to the District. Failure to properly maintain or submit certified test results may result in termination of water service.

SEC. 4.11. Discontinued Service. The service of water to any premises may be immediately discontinued by the District if any defect is found in the check valve installation(s), other protective device(s), private water service, or if it is found that dangerous unprotected cross-connection(s) exist. Service will not be restored until such defect(s) are corrected.

SEC. 4.12. Interruptions in Service. The District shall not be liable for damage which may result from an interruption in pressure or service.

SEC. 4.13. Ingress and Egress. The District shall have the right of ingress and egress to the customer's premises for any purpose reasonably connected with the furnishing of water service.

SEC. 4.14. Underground Water Service. All private water services shall be buried; no above ground water service shall be allowed.

SEC. 4.15. Penalty for Unauthorized Use. The ability of the District to fill and maintain storage in their water storage tanks is critical to District operations and fire protection. Customers that fail to maintain their facilities (leaks, etc.), the taking of unauthorized water, customer operations that result in excessive fire protection measures that impact District raw or potable water tank storage (excessive fires) or customer operations that drain the fire or potable water tanks ~~should~~shall be subject to penalties or discontinuance of water or private fire protection service. The customer shall be subject to a penalty of \$5,000 per ~~event~~violation, increasing \$5,000 for each subsequent ~~event~~violation up to three ~~events~~violations in a calendar year, ~~for the unauthorized taking of water (leaks, etc.) plus the cost of water and electrical use. After three events per calendar year, the District may discontinue water or private fire protection service. Non-structure fires shall be subject to the same above noted penalties.;~~ -after one event per calendar year (second event = \$5,000 penalty, third event = \$10,000, fourth event = \$15,000 penalty plus water and electrical costs and fifth event may result in discontinuance of service.

CHAPTER 5 - METERS

SEC. 5.01. Meter Installations. Meters will be installed in the sidewalk area whenever possible, or as determined by the District, and shall be owned by the District and installed and removed at its expense. No rent or other charge will be paid by the District for a meter or other facilities, including connections on private property. No meter, seal, or lock shall be altered or broken except by one of the District's authorized employees or agents.

SEC. 5.02. Change in Location of Meters. Meters moved for the convenience of the customer will be relocated at the customer's expense. Meters moved to protect the District's property will

be moved at District expense. If the customer desires to have the meter moved, the customer will be required to pay for new service at the desired location, as approved by the District.

CHAPTER 6 - BILLING

SEC. 6.01. Billing Period. The regular billing period will be monthly.

SEC. 6.02. Meter Reading. Meters will be read monthly or bi-monthly.

SEC. 6.03. Opening and Closing Bills. Opening and closing bills for less than the normal billing period shall be pro-rated as to volumetric consumption, excluding base rate. If the total period for which service is rendered is less than one month, the monthly base rate shall not be less than the monthly minimum charge applicable. Closing bills may be estimated by the District for the final period as an expediency to permit the customer to pay the closing bill at the time service is discontinued.

SEC. 6.04. Water Charges. Water charges are due and payable at the office of the District on the date of mailing the bill to the property owner or their agent as designated in the application, and delinquent thirty (30) days after the invoice date.

SEC. 6.05. Payment of Bills. Bills for metered water service shall be rendered at the end of each billing period. Bill shall be payable on presentation. If this bill is not paid within thirty (30) days after the invoice date, service may be discontinued. A reconnection charge and penalties will be made and collected prior to renewing service following a discontinuance.

SEC. 6.06. Billing of Separate Meters Not Combined. Separate bills will be rendered for each meter installation except where the District has, for its own convenience, installed two or more meters in place of one meter. Where such installations are made the meter reading may be combined for billing purposes.

SEC. 6.07. Customer's Guarantee. The water charge begins when a service connection is installed and the meter is set, unless the water is ordered to be left shut off when the service connection is ordered to be installed. Before water is turned on by the District for any purpose, the customer must sign a form in which they guarantee payment of future water bills for the service required. The person signing the guarantee form or meter set form will be held liable for water used until the District is notified in writing to discontinue service or to transfer the account to another party.

SEC. 6.08. Water Used Without Required Application. A person taking possession of premises and using water from an active service connection without having made application to the District for water service shall be held liable for the water delivered from the date of the last recorded meter reading, and if the meter is found inoperative, the quantity consumed will be estimated. If proper application for water service is not made upon notification to do so by the District, and if accumulated bills for service are not paid immediately, the service shall be discontinued by the District without further notice.

SEC. 6.09. Damages through Leaking Pipes and Fixtures. The District's jurisdiction and responsibility ends at the ~~property line~~[water service meter](#) and the District will in no case be liable for damages occasioned by water running from open or faulty fixtures, or from broken or damaged pipes [behind the water meter or](#) inside the property line.

SEC. 6.10. Damage to Meters. The District reserves the right to set and maintain a meter on any service connection. The water Customer shall be held liable, however, for any damage to the meter.

SEC. 6.11. Public Institution Base Billing Charges. Where multiple water meters serve a public institution, a single meter base charge may be charged based on the largest meter serving the institution.

CHAPTER 7 - DISCONTINUANCE OF SERVICE

SEC. 7.01. Termination of Service. Water service may be terminated by the District in compliance with the notice and other requirements of Title 6, Division 1, Chapter 9.6 of the California Government Code.

A. Water service may be discontinued for any one of the following reasons:

1. Delinquency in payment of any water service rate or charge, except that residential service **shall not** be discontinued for non-payment in any of the following situations:
 - a. During the pendency of any investigation by the District of a customer dispute or complaint;
 - b. When a customer has been granted an extension of the period for payment of a bill respecting water service;
 - c. On the certification of a licensed physician and surgeon that to do so will be life threatening to the customer and the customer is financially unable to pay for service within the normal payment period and is willing to enter into an amortization agreement with the District and requests permission to amortize, over a period not to exceed twelve (12) months, the unpaid balance of any bill asserted to be beyond the means of the customer to pay within the normal payment period;
2. The unauthorized taking of water or the taking of water in excess of the amount paid for;
3. Failure of the customer to maintain their facilities in suitable condition to prevent waste [or unauthorized use](#) of water;
4. The existence of an unprotected cross connections on the customer's premises or the lack of adequate backflow protection at the service connection;
5. Any violation by the customer of any rules of the District governing water service.
6. [Continued Events that result in emptying the potable or raw water fire tanks.](#)

B. The following process will be followed prior to discontinuance of **residential** service for non-payment:

1. At least fifteen (15) days before any proposed discontinuance of residential water service for non-payment of a delinquent account respecting such service, the District shall mail a notice, postage prepaid, to the customer to whom the service is billed of the proposed discontinuance. Such notice shall be given not earlier than twenty-nine (29) days from the date of mailing the District's bill for such services and the fifteen (15) day period shall not commence until five (5) days after the mailing of the notice. In addition to the fifteen-day notice provided for in the preceding sentence, the District shall make a reasonable attempt to contact an adult person residing at the premises of the customer by telephone or personal contact at least forty-eight (48) hours prior to discontinuance of service, except that, whenever telephone or personal contact cannot be established, the District shall give, by mail, in person, or by posting in a conspicuous location at the premises, a notice of discontinuance of service, at least forty-eight (48) hours prior to disconnection. To avoid service disconnection payment must be made at the District Office prior to 11:59 a.m. on the day specified for discontinuance.
2. Every notice of discontinuance of service required by this section shall include the following information:
 - a. The name and address of the customer whose account is delinquent;
 - b. The amount of the delinquency;
 - c. The date by which payment or arrangements for payment is required in order to avoid discontinuance;
 - d. The procedure by which the customer may initiate a complaint or request an investigation concerning service or charges, unless the District's bill for services contains a description of that procedure;
 - e. The procedure by which the customer may request amortization of unpaid charges;
 - f. The procedure for the customer to obtain information on the availability of financial assistance;
 - g. The telephone number and name of a representative of the District who can provide additional information or institute arrangements for payment.

C. The following process will be followed prior to a discontinuance of **non-residential** water service for non-payment:

At least fifteen (15) days before discontinuing such a water service the District shall provide written notice which shall specify the reason for the proposed discontinuance and inform the customer of the procedure for and the availability of the opportunity to discuss the reason for the proposed discontinuance with the General Manager or the General Manager's designee, who is empowered to review disputes and rectify errors and settle controversies pertaining to such proposed discontinuance of service. The name and phone number of the General Manager or the General Manager's designee, shall be included in any such notice of proposed discontinuance given to the customer.

- D. No water service shall be discontinued to any customer because of any delinquency in payment on any Friday, Saturday, Sunday, legal holiday or at any time during which the business office of the District is not open to the public.
- E. Every complaint or request for investigation by a residential customer that is made within five (5) days of receiving the disputed bill for water service and every request by a residential customer that is made within fifteen (15) days of the mailing of the notice required by section B of this rule for an extension of the payment period of such a bill asserted to be beyond the means of the customer to pay in full during the normal period for payment shall be reviewed by the General Manager or the General Manager's designee. The review shall include consideration of whether the customer shall be permitted to amortize the unpaid balance of the account over a reasonable period of time, not to exceed nine (9) months. Any customer whose complaint or request for an investigation has resulted in an adverse determination by the General Manager or the General Manager's designee may appeal the determination to the Board of Directors.
- F. The General Manager or the General Manager's designee is authorized to investigate complaints and to review disputes pertaining to water service disconnections and to rectify errors and settle controversies pertaining to such matters and disputes. The General Manager or the General Manager's designee is also authorized to amortize one unpaid balance at a time for any account over a reasonable period of time. The General Manager may bring any such controversies to the Board of Director for settlement by the Board.
- G. The General Manager or the General Manager's designee is authorized to discontinue service to a residential customer with an amortization agreement if the customer fails to keep the account current as charges accrue in each subsequent billing period. The District shall not discontinue such service without giving notice to the customer at least forty eight (48) hours prior to discontinuance of the conditions the customer is required to meet to avoid discontinuance. Such notice does not entitle said customer to further investigation by the District.

SEC. 7.02. Reconnection. Failure to receive bill does not relieve Customer of liability. Any amount due shall be deemed a debt to the District and any person, firm or corporation failing, neglecting or refusing to pay said indebtedness shall be liable to an action in the name of the District in any court of competent jurisdiction.

SEC. 7.03. Reconnection Charge. A reconnection charge plus penalties as applicable, shall be made and collected prior to renewing service following an initial discontinuance or suspension. Service reconnection shall also require the payment of all charges currently due in addition to the reconnection charges. An additional deposit will be required for water only customers or a larger deposit will be required of water/sewer accounts that have begun new service, reconnected or with an outstanding balance remaining from a previous SCSD service. Reconnection charges and penalties shall be as shown on the rate schedule.

SEC.7.04. Unsafe Apparatus. Water service may be refused or discontinued to any premises where apparatus or appliances are in use which might endanger or disturb the service to other customers.

SEC. 7.05. Cross-Connections. Water service may be refused or discontinued to any premises where there exists a cross-connection in violation of state or federal laws.

SEC. 7.06. Fraud or Abuse. Service may be discontinued if necessary to protect the District against fraud or abuse.

SEC. 7.07. Non-Compliance with Regulations. Service may be discontinued for non-compliance with this or any other ordinance or regulation relating to the water service.

SEC. 7.08. Upon Vacating Premises. Customers desiring to discontinue service should so notify the District two (2) days prior to vacating the premises. Unless discontinuance of service is ordered, the customer(s) shall be liable for charges whether or not any water is used.

SEC.7.09. Returned Check Fee. The District shall charge the full returned payment fee, plus penalty, each time a customer's payment is rejected by that customer's financial institution. Returned check fees plus penalty shall be as shown on the rate schedule.

CHAPTER 8 - COLLECTION BY SUIT

SEC. 8.01. Penalty. Water rates and charges which are not paid on or before the day of delinquency shall be subject to a penalty of ten percent (10%) and thereafter shall be subject to a further penalty of two percent (2%) per month on the first day of each month following.

SEC. 8.02. Suit. All unpaid water rates and charges and penalties herein provided may be collected by suit, collection agency, or other method as determined by District.

SEC. 8.03. Costs. Defendant shall pay all costs of suit in any judgment rendered in favor of District.

SEC. 8.04. Collection by Interagency Intercept Program. As an alternate to any of the other procedures herein provided, the District may collect unpaid user fees and charges through the State of California Interagency Intercept Program or other collection agency as determined by the District. Upon submitting an unpaid charge to the collection agency, SCSD will also notify the customer at the last known customer address. Customers may appeal said submittal by filing an appeal with the District.

CHAPTER 9 - PUBLIC FIRE PROTECTION

SEC.9.01. Use of Fire Hydrants. Fire hydrants are for use by the District or by organized fire protection agencies pursuant to contract with the District. Other parties desiring to use fire hydrants for any purpose must first obtain written permission from the District prior to use and shall operate the hydrant in accordance with instructions issued by the District. The District will install a hydrant meter with a control valve. Unauthorized use of hydrants will be prosecuted according to law.

SEC.9.02. Moving of Fire Hydrants. When a fire hydrant has been installed in the location specified by the proper authority, the District has fulfilled its obligation. If a property owner or other party desires a change in size, type or location of the hydrant, they shall bear all costs of such changes, without refund. Any change in the location of a fire hydrant must be approved by the District.

CHAPTER 10 - PRIVATE FIRE PROTECTION SERVICE

SEC. 10.01. Payment of Cost. The applicant for private fire protection service shall pay the total actual cost of installation of the service from the distribution main to the customer's premises, including the cost of a detector check meter or other suitable and equivalent device, valve and meter box. Said installation to become the property of the applicant. The District shall inspect and approve all private fire protection systems.

SEC. 10.02. No Connection to Other System. There shall be no connections between this fire protection system and any other water distribution system on the premises.

SEC. 10.03. Use. There shall be no water used through the fire protection service except to extinguish fires and for testing the firefighting equipment.

SEC. 10.04. Meter Rates. Any consumption recorded on the meter will be charged for at 10 times the regular service rates except that no charge will be made for water used to extinguish fires where such fires have been reported to the District.

SEC. 10.05. Monthly Rates. The monthly rates for private fire protection lines shall be as specified in the rate schedule.

SEC. 10.06. Water for Fire Storage Tanks. Occasionally water may be obtained from a private fire service for filling a tank connected with the fire service, but only if written permission is secured from the District in advance and an approved means of measurement is available. The regular water rates will be applied.

SEC. 10.07. Violation of Agreement. If water is used from a private fire service in violation of the agreement or of these regulations, the District may, at its option, discontinue and remove the service.

SEC.10.08. Water Pressure and Supply. The District assumes no responsibility for loss or damage due to lack of water or pressure, either high or low, and merely agrees to furnish such quantities and pressures as are available in its general distribution system. The service is subject to shutdowns and variations required by the operation of the system.

SEC. 10.09. Fire Services. The following rules shall apply to fire service connections:

A. **Valve.** When a fire service connection is installed, the valve governing same will be closed and sealed and remain so until a written order is received from the owner of the premises to have the water turned on;

B. **Meter.** If the District has not required a meter, and if water is used through a fire service connection for any other purpose than extinguishing of fires, it shall have the right to place a meter on the fire service connection at the owner's expense, or shut off the entire water supply from such premises;

C. **Additional Service.** The District shall have the right to take a domestic, commercial or industrial service connection from the fire service connection at the curb to supply the same premises as those to which the fire service connection belongs. The Board of Directors shall also have the right to determine the proportion of the installation cost properly chargeable to each service connection, if such segregation of costs shall become necessary.

D. **Check Valve.** The District reserves the right to install on all fire service connections a check valve of a type approved by the National Board of Fire

Underwriters, and to equip the same with a by-pass meter at the expense of the owner of the property.

CHAPTER 11 - TEMPORARY SERVICE

SEC. 11.01. Duration of Service. Temporary service connections shall be disconnected and terminated within six (6) months after installation unless an extension of time is granted in writing by the District.

SEC. 11.02. Deposit. The applicant shall deposit in advance, the estimated cost of installing and removing the facilities required to furnish said service, exclusive of the cost of salvageable materials. Upon discontinuance of service, the actual cost shall be determined and an adjustment made as an additional charge, refund or credit. If service is supplied through a fire hydrant, the applicant will be charged in accordance with the rate schedule:

SEC. 11.03. Installation and Operation. All facilities for temporary service to the customer connection shall be made by the District and shall be operated in accordance with its instructions.

SEC. 11.04. Responsibility for Meters and Installations. The customer shall use all possible care to prevent damage to the meter or to any other loaned facilities of the District which are involved in furnishing the temporary service from the time they are installed until they are removed, or until 48 hours' notice in writing has been given to the District that the contractor or any other person is through with the meter or meters and the installation. If the meter or other facilities are damaged, the cost of making repairs shall be paid by the customer or deducted from the amount of the deposit.

SEC. 11.05. Supply from Fire Hydrant. An applicant for temporary use of water from a fire hydrant must secure a permit from the District and pay the regular fee charged for the installation and removal of a meter to be installed on the hydrant; and pay for the water used in accordance with the meter readings, at the rates prescribed by the District.

SEC. 11.06. Unauthorized Use of Hydrants. Tampering with any fire hydrant for the unauthorized use of water therefrom or for any purpose is a misdemeanor punishable by law.

SEC.11.07. Short Term Processing Fee. A property owner may set up a short-term water account to purchase up to 500 cubic feet of water for use at an existing meter for up to a two-week period by paying a non-refundable fee as shown on the rate schedule. The property owner may extend the time period and/or consumption limit by paying an additional non-refundable processing fee for each additional increment of time and/or consumption. The District will bill the customer for all water consumption over the 500 cubic foot consumption limit in any two-week period at the then current water rates.

SEC.11.08. Bulk Water Sales. The General Manager may sell water to water transporters who have first secured a permit for subsequent individual bulk sales in a specified transport vehicle. The General Manager shall charge the water transporter by truckload for the rated volume capacity of the transport vehicle based on the rate schedule. Each truckload will be charged a processing fee per load of water. Truckloads to be used inside the District boundaries will pay for the cost of water at current rates based on the capacity of the water transport vehicle. Truckloads to be used outside of District boundaries will pay for the cost of water at one and one-half (1.5) times the cost of water at current rates.

CHAPTER 12 - GENERAL PROVISIONS

SEC. 12.01. Pools and Tanks. When an abnormally large quantity of water is desired for filling a swimming pool or for other purposes, arrangements must be made with the District prior to taking such water. Permission to take water in unusual quantities will be given only if it can be safely delivered through the District's facilities and if other Customers are not inconvenienced thereby.

SEC. 12.02. Responsibility for Equipment. The customer shall, at their own risk and expense, furnish, install and keep in good and safe condition all equipment that may be required for receiving, controlling, applying and utilizing water, and the District shall not be responsible for any loss or damage caused by the improper installation of such equipment, or the negligence or wrongful act of the customer or of any of their tenants, agents, employees, contractors, licensees, or permittees in installing, maintaining, operating or interfering with such equipment.

SEC. 12.03. Service Outside District. Where possible, potential customers outside the District shall annex before service is allowed if their property is contiguous to the District boundary or if the Board considers it to be in the best interest of the District. In addition to all other costs for providing service, the applicant shall be charged for the annexation proceedings. Where in the opinion of the Board, annexation is not feasible or desirable immediately upon application, the Board may elect to provide service outside of the District in accordance with state law. The terms and conditions of service shall be the same as in District except charges for water shall be 150% of the rates specified in this Ordinance. In addition, the applicant, their heirs or assigns must agree not to protest annexation if initiated at a later time.

SEC. 12.04. Water Conservation. Starting in Fiscal Year 2015-16 and in every year thereafter, the District shall conform with all local, state and federal requirements.

Section 2: Severability. If any section, subsection, sentence, clause or phrase of this chapter is for any reason held to be invalid or unconstitutional, the decision shall not affect the validity of the remaining portions of the Chapter. The Board of Directors hereby declares that it would have passed this Chapter, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid under law.

Section 3: California Environmental Quality Act (CEQA) Determination. Under the Environmental Impact Report which was completed upon the formation of the Scotia Community Services District, a determination was made that the District would not result in a significant environmental impact. This ordinance is also exempt from the CEQA Guidelines pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Section 4: Limitation of Actions. Any action to challenge the validity or legality of any provision of this ordinance on any grounds shall be brought by court action commenced within ninety (90) days of the date of adoption of this ordinance.

Section 5: This ordinance will take effect thirty (30) days after the date of its adoption.

DATE: _____, 20____

ATTEST:

APPROVED:

Clerk, Scotia Community Services District

President, Scotia Community Services District

Clerk's Certificate

I hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, passed and adopted at a regular meeting of the Board of Directors of the Scotia Community Services District, Humboldt County, California on the _____ day of _____, 20____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Clerk, Scotia Community Services District