



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

Thursday, April 18, 2019
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)
1. Approval of Previous Meeting Minutes
March 21, 2019 p. 3
March 28, 2019 p. 8
 2. Approval of March 1, 2019 – March 31, 2019 Check Registers p. 10
 3. Approval of Planwest Partners Invoice
- D. PUBLIC COMMENT & WRITTEN COMMUNICATION**
1. 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. First Reading of Ordinance 2019-1 Amending the Parks and Recreation Ordinance p. 15
 - b. FY 2019-20 Draft Budget Review #1 (30 Minutes) (15 Minutes) p. 28
 - c. Baseball Field Facility Rental Agreement (10 Minutes) p. 34
 - d. Soccer Field Facility Rental Agreement (10 Minutes) p. 39
 - e. Carpenter Shop Bus Parking Agreement (10 Minutes) p. 44
 2. Old Business – None
- F. 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 Training: TBD

G. ADJOURNMENT

Next Regular Meeting of the SCSD will be May 16, 2019 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, March 21, 2019 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

Scott Pitcairn, Director – Present

Susan Pryor, Director – Present

Nina Sellen, Director - Present

Newmaker, President – Present

Staff Present: Leslie Marshall, GM; Steve Davidson, DE; Julie Hawkins, BC

B. SETTING OF AGENDA

Item E1h to be moved to follow E1b

C. CONSENT CALENDAR

1. Approval of Previous Meeting Minutes

February 21, 2019

2. Approval of February 1, 2019 – February 28, 2019 Check Registers

3. Approval of Planwest Partners Invoice

Motion: To approve the Consent Calendar

Motion: Pryor **Second:** Bristol

Motion Vote:

Ayes: Bristol, Pitcairn, Pryor, Newmaker, Sellen **Opposed:** 0 **Absent:** 0 **Abstain:** 0

Motion Carried

D. PUBLIC COMMENT & WRITTEN COMMUNICATION

Submitted written communication from Frank Bacik

Several questions regarding the Humboldt Wind Energy Project. Staff and the Board explained that the presentation (Item E1b) would answer most questions and more time for questions will be available following the presentation.

E. BUSINESS

1. New Business –

a. Receive a presentation from Morgan Dodson regarding the 22 Trees Project

The 22 Trees project was developed to bring awareness to the daily rate of veteran suicides daily. Statistics show that 22 veterans commit suicide every day. HRC has donated the trees, all Redwoods.

Locations are needed, but soil and tree maintenance will be provided.

Plaques will be placed with each tree to explain their significance.

The GM stated that staff is supportive of the project.

The Board expressed their support and would like to move forward with finding locations and working with Ms. Dodson.

Motion: To Move Forward With the 22 Trees Project

Motion: Pitcairn **Second:** Newmaker

Motion Vote:

Ayes: 5-Bristol, Pitcairn, Pryor, Newmaker, Sellen **Opposed:** 0 **Absent:** 0 **Abstain:** 0

b. Receive a presentation from Natalynne DeLapp regarding the Humboldt Wind Energy Project

****THIS PRESENTATION IS FOR INFORMATIONAL PURPOSES ONLY****

Terra Gen is based in San Diego.

Potential Project Sites: Monument Ridge and Bear River Ridge. Project proposed to generate 155 MW of electricity. Different There are several different sizes and types of turbines that can be used to generate that amount of electricity. The type and size and height for this project has not yet been decided. The current project is anticipated to be an approximate 30-year power generation project. It may be re-powered at the end of 30 years. Power will be routed to the PG&E Bridgeville Substation – 24 miles for the project site- via overhead lines. Power may be sold to RCEA if they want to buy it, or it can be sold on the open market.

As of August 2018, the project scoping is complete. The lead agency is Humboldt County Planning Department. They are developing the Draft EIR. Once published, a 45-day review and comment period will open. Wildlife surveys have been ongoing. There are 18 agencies with oversight.

Ms. DeLapp explained some of the potential road work that may be necessary depending on the location and dimensions of the turbines used. Ms. DeLapp also discussed some potential benefits to the local economy through the creation of jobs.

Public Comment: Frank Bacik, Town of Scotia, discussed comments submitted previously to the District. Concerned that the greatest adverse effects fall on the community of Scotia. He expressed concerns about road widening, tree removal, habitat conservation plans, and timber harvest plans.

Jane Hartfor expressed concerns regarding property values – Ms. DeLapp will provide a study on the impact of property values near wind energy farms.

Another member of the public shared his interest and expressed similar concerns.

Board Directors asked questions and provided comments.

President Newmaker Adjourned the meeting for a five-minute recess at 6:34 PM and resumed the meeting at 6:39 PM

c. Resolution 2019-8 A Resolution of the Scotia Community Services Board of Directors to accept the independent audit report for May 25, 2017 - June 30, 2018

GM introduced and reviewed the staff report. Explained to the Board that it is recommended that they approve the audit so it can be submitted to the state.

Board discussed.

No public comment.

Motion: To Adopt Resolution 2019-8 A Resolution of the Scotia Community Services Board of Directors to accept the independent audit report for May 25, 2017 - June 30, 2018

Motion: Pitcairn **Second:** Sellen

Motion Vote:

Ayes: 5 Bristol, Pitcairn, Pryor, Newmaker, Sellen **Opposed:** 0 **Absent:** 0 **Abstain:** 0

Motion Carried

d. Resolution 2019-9 A Resolution of the Scotia Community Services Board of Directors Amending the Financial Management Policy

GM introduced staff report. Diane noted that mileage rate is incorrect on the form and that it should be amended. Board briefly discussed.

No public comment

Motion: To Adopt Resolution 2019-9 A Resolution of the Scotia Community Services Board of Directors Amending the Financial Management Policy with changes as proposed.

Motion: Pryor Second: Bristol

Motion Vote:

Ayes: 5 Bristol, Pitcairn, Pryor, Newmaker, Sellen **Opposed:** 0 **Absent:** 0 **Abstain:** 0

Motion Carried

e. Resolution 2019-10 A Resolution of the Scotia Community Services Board of Directors Amending the Board Policy

Board Clerk introduced & discussed staff report.

No public comment

Motion: To adopt Resolution 2019-10 A Resolution of the Scotia Community Services Board of Directors Amending the Board Policy

Motion: Bristol **Second:** Pitcairn

Motion Vote:

Ayes: 5 Bristol, Pitcairn, Pryor, Newmaker, Sellen **Opposed:** 0 **Absent:** 0 **Abstain:** 0

Motion Carried

f. Resolution 2019-11 A Resolution of the Scotia Community Services Board of Directors Adopting a Utility Billing Adjustment Policy

GM introduced and discussed staff report. Resident asked about types of leaks considered. District Engineer proposed a number of changes to the policy. Including changing “property-side leak” to “customer-side leak”, clarifying that the policy is for treated water customers only, and a revision to the definition of “customer side leak” to read: “Customer-side leak” means any loss of water behind the public water meter on the private customer side of the meter. Changes will be made on the final policy.

No additional public comment

Motion: To Adopt Resolution 2019-11 A Resolution of the Scotia Community Services Board of Directors Adopting a Utility Billing Adjustment Policy.

Motion: Sellen **Second:** Newmaker

Motion Vote:

Ayes: 5 Bristol, Pitcairn, Pryor, Newmaker, Sellen **Opposed:** 0 **Absent:** 0 **Abstain:** 0

Motion Carried

g. Consider Authorizing the General Manager to Enter into an Agreement between Par Infinity and SCSD to Construct/Install a Disc Golf Course in the Scotia Community Forest

Board Clerk introduced. Board discussed. Board is supportive.

Motion: To authorize General Manager to enter into an Agreement between Par Infinity and SCSD to Construct/Install a Disc Golf Course in the Scotia Community Forest

Motion: Pitcairn **Second:** Bristol

Motion Vote:

Ayes: 5 Bristol, Pitcairn, Pryor, Newmaker, Sellen **Opposed:** 0 **Absent:** 0 **Abstain:** 0

Motion Carried

h. Mid-Year Budget Review

GM discussed how this review was developed – using QuickBooks report. Electrical was not reallocated amongst classes – that was changed with this budget amendment.

GM went on to explain entire staff report in detail. President Newmaker asked about the new truck that was proposed to be purchased this fiscal year following this budget review. GM explained that due to the clarifier break, the truck is not an option at this point.

No public comment

No action – informational item only

2. Old Business – None

F. REPORTS

1. President's Report:

Followed up regarding logs in Community Forest. GM reported that Brandon Wishneff (SCSD Operator) is going to try to pull them out.

2. Board Director Reports: None

3. General Manager's Report:

Treated water, raw water river pumps offline. They were connected to the control system and a valve broke – still determining which valve to use. For now, it is back on the old system.

Main road to the river bar is in bad shape. Brandon is likely getting a backhoe to repair that.

State reporting is complete. Except for the Consumer Confidence Report, which is set to be completed in April

Deep well pump has been repaired.

Primary clarifier broke. Staff has applied for FEMA assistance and is determining how to move forward with the repair even as we work towards an entirely new wastewater system.

The High Rock (Cal-Fire convict crew) did vegetation removal to keep within safety standards.

Staff handling gate opening now that we have taken over Parks and Recreation. The gate is only open when staff is there, currently from 7:30AM-4:00 PM. With longer days, staff is considering how to install some gate automation.

Staff is working on entering into an agreement for school bus parking with the school.

GM reported that she will be gone for two weeks starting March 29th through April 15th.

New Office ADA inspection completed for permit with the county, still need to remove handrails out front to get to the right height for ADA and a few other minor things.

4. Special Counsel's Report: None

5. Engineer's Report: None

6. Fire Chief's Status Report:

7. Board Clerk Report: CSDA training follow up

Reported that legal counsel is working on an agreement for the use of the baseball field and soccer field.

Special meeting to be held on Thursday 3/28/19

Reported that this meeting is likely my last meeting.

Board Training: None

G. ADJOURNMENT at 7:59 PM by President Newmaker

These minutes were approved by the Board of Directors of the Scotia Community Services District on April 18, 2019 at its duly-noticed regular meeting in Scotia, CA.

APPROVED:

Paul Newmaker, President
Board of Directors
Scotia Community Services District

Date

ATTEST:

Jennifer McDonald, Board Clerk
Scotia Community Services District

Date

Minutes of the SPECIAL Board Meeting for the
Scotia Community Services District
Thursday, March 28, 2019 at 12:00 P.M.

A. CALL TO ORDER/ ROLL CALL/PLEDGE OF ALLEGIANCE The special meeting of the Board of Directors of the Scotia Community Services District convened at 12:15 p.m. with the following Directors in attendance

Diane Bristol, Director – Present

Scott Pitcairn, Director – Present

Susan Pryor, Director – Present

Nina Sellen, Director - Absent

Newmaker, President – Present (Arrived at 12:19 p.m.)

B. SETTING OF AGENDA

None

C. PUBLIC COMMENT & WRITTEN COMMUNICATION – None

D. ADJOURN TO CLOSED SESSION

1. Call to Order

2. Roll Call

3. Government Code §54957.6 Staffing Services Contract Renewal Considerations with District Legal Counsel

4. Closed Session Discussion

E. ADJOURN TO OPEN SESSION

1. Report out of Closed Session

Direction given to district counsel

F. PUBLIC HEARING – NONE

G. BUSINESS

1. New Business – NONE

2. Old Business – NONE

H. ADJOURNMENT at 12:30 PM by President Newmaker

Next Regular Meeting of the SCSD will be April 18, 2019 at 5:30 PM. A Special meeting may be held prior to that.

These minutes were approved by the Board of Directors of the Scotia Community Services District on April 18, 2019 at its duly-noticed regular meeting in Scotia, CA.

APPROVED:

Paul Newmaker, President
Board of Directors
Scotia Community Services District

Date

ATTEST:

Jennifer McDonald, Board Clerk
Scotia Community Services District

Date

Scotia Community Services District

Account QuickReport

As of March 31, 2019

Type	Date	Num	Name	Memo	Amount	Balance
10000 - RCB Checking 28239						971,931.78
Bill Pmt -Check	03/01/2019	50697	Fortuna Ace	Hardware supplies	-197.53	971,734.25
Bill Pmt -Check	03/01/2019	50698	Jonathon Penny	Bi-Weekly Mowing and Tri...	-210.00	971,524.25
Bill Pmt -Check	03/01/2019	50699	North Coast Laborat...	Lab Testing and Monitoring	-1,828.00	969,696.25
Bill Pmt -Check	03/01/2019	50700	Pacific Paper	office supplies	-57.35	969,638.90
Deposit	03/05/2019			Deposit	1,825.88	971,464.78
Deposit	03/05/2019			Deposit	1,030.43	972,495.21
Bill Pmt -Check	03/05/2019	50702	SDRMA	7724	-1,203.60	971,291.61
Deposit	03/05/2019			Deposit	188.59	971,480.20
Deposit	03/05/2019			Deposit	354.03	971,834.23
Deposit	03/06/2019			Deposit	200.00	972,034.23
Bill Pmt -Check	03/06/2019	50701	Town of Scotia	Mortgage Payment 11	-1,049.21	970,985.02
Liability Check	03/12/2019	E-pay	EDD	093-5926-6 QB Tracking # ...	-257.89	970,727.13
Liability Check	03/12/2019	E-pay	United States Treas...	82-1570573 QB Tracking #...	-1,165.78	969,561.35
Deposit	03/12/2019			Deposit	5,290.48	974,851.83
Liability Check	03/13/2019		QuickBooks Payroll ...	Created by Payroll Service ...	-1,637.50	973,214.33
Bill Pmt -Check	03/13/2019	50704	John Hancock USA	PARS #86360	-545.07	972,669.26
Bill Pmt -Check	03/13/2019	50705	NTU Technologies	960, 1 (275-Gallon) Tote	-3,687.19	968,982.07
Bill Pmt -Check	03/13/2019	50706	Prentice, Long & Ep...	Winema theater agreement...	-1,700.00	967,282.07
Bill Pmt -Check	03/13/2019	50707	Renner Petroleum	49589	-777.71	966,504.36
Deposit	03/13/2019			Deposit	4,208.54	970,712.90
Check	03/13/2019	Autopay	AT&T		-188.34	970,524.56
Check	03/13/2019	Autopay	AT&T	Phone Bill Church Street	-129.42	970,395.14
Check	03/13/2019	Autopay	AT&T	Phone Bill WWTP	-156.28	970,238.86
Deposit	03/13/2019			Deposit	590.74	970,829.60
Paycheck	03/14/2019	DD1017	Brandon W. Wishneff	Direct Deposit	0.00	970,829.60
Paycheck	03/14/2019	50703	Owen K. Farmer		-1,798.13	969,031.47
Bill Pmt -Check	03/18/2019	50719	Keenan Supply	W173498	-17.92	969,013.55
Bill Pmt -Check	03/18/2019	50720	NTU Technologies	960, 1 (275-gallon) tote	-3,687.19	965,326.36
Bill Pmt -Check	03/18/2019	50721	SHN		-192.50	965,133.86
Deposit	03/19/2019			Deposit	1,417.55	966,551.41
Deposit	03/19/2019			Deposit	579.69	967,131.10
Bill Pmt -Check	03/19/2019	50708	Alternative Business...	cyan toner	-193.94	966,937.16
Bill Pmt -Check	03/19/2019	50709	Jonathon Penny	Lawn and weed maintenanc...	-210.00	966,727.16
Bill Pmt -Check	03/19/2019	50710	PARS	SCO020	-300.00	966,427.16
Bill Pmt -Check	03/19/2019	50711	Steves Septic	pumped 2500 gallons	-750.00	965,677.16
Bill Pmt -Check	03/19/2019	50712	Thatcher Company	402298	-1,880.18	963,796.98
Bill Pmt -Check	03/20/2019	50713	Recology Eel River	496525 & 505547	-144.17	963,652.81
Deposit	03/20/2019			Deposit	357.46	964,010.27
Deposit	03/21/2019			Deposit	451.26	964,461.53
Bill Pmt -Check	03/21/2019	50715	Jonathon Penny	Monthly cleaning service fo...	-135.00	964,326.53
Bill Pmt -Check	03/21/2019	50716	Planwest Partners		-15,873.68	948,452.85
Check	03/26/2019	EFT	AT&T	Internet	-40.00	948,412.85
Liability Check	03/26/2019	E-pay	United States Treas...	82-1570573 QB Tracking #...	-1,163.38	947,249.47
Liability Check	03/26/2019	E-pay	EDD	093-5926-6 QB Tracking # ...	-258.83	946,990.64
Bill Pmt -Check	03/26/2019	50718	John Hancock USA	PARS #86360	-376.79	946,613.85
Liability Check	03/27/2019		QuickBooks Payroll ...	Created by Payroll Service ...	-1,575.58	945,038.27
Deposit	03/27/2019			Deposit	17,924.05	962,962.32
Deposit	03/27/2019			Deposit	27,664.04	990,626.36

12:46 PM

04/02/19

Accrual Basis

Scotia Community Services District
Account QuickReport
As of March 31, 2019

Type	Date	Num	Name	Memo	Amount	Balance
Deposit	03/27/2019			Deposit	325.63	990,951.99
Deposit	03/27/2019			Deposit	181.97	991,133.96
Deposit	03/27/2019			Deposit	27,517.01	1,018,650.97
Deposit	03/27/2019			Deposit	1,085.38	1,019,736.35
Deposit	03/27/2019			Deposit	30,943.51	1,050,679.86
Bill Pmt -Check	03/27/2019	50723	Horizon Business Pr...	UPS Parcel Ship	-302.11	1,050,377.75
Bill Pmt -Check	03/27/2019	50724	Precision Intermedia	Monthly web hosting fee	-30.00	1,050,347.75
Bill Pmt -Check	03/27/2019	50725	Visa	Company Visa Cards	-119.56	1,050,228.19
Bill Pmt -Check	03/27/2019	50727	Honey Hole Iron	SCSD ADA Handrail	-825.00	1,049,403.19
Paycheck	03/28/2019	DD1018	Brandon W. Wishneff	Direct Deposit	0.00	1,049,403.19
Paycheck	03/28/2019	50717	Owen K. Farmer		-1,858.72	1,047,544.47
Deposit	03/28/2019			Deposit	362.11	1,047,906.58
Bill Pmt -Check	03/31/2019	50729	Jonathon Penny	Mowing and trimming CSD ...	-210.00	1,047,696.58
Bill Pmt -Check	03/31/2019	50730	PG&E		-16,433.20	1,031,263.38
Total 10000 · RCB Checking 28239					59,331.60	1,031,263.38
TOTAL					59,331.60	1,031,263.38

Scotia Community Services District
Account QuickReport
As of March 31, 2019

Type	Date	Num	Name	Memo	Original Amount	Paid Amount	Balance
12000 · RCB Savings 10367							106,431.74
Total 12000 · RCB Savings 10367							106,431.74
TOTAL							106,431.74

Scotia Community Services District
Account QuickReport
As of March 31, 2019

Type	Date	Num	Memo	Original Amount	Paid Amount	Balance
12100 · RCB Cust Deposit Savings 10797						4,404.69
Deposit	03/21/2019		Deposit	100.00	100.00	4,504.69
Deposit	03/21/2019		Deposit	100.00	100.00	4,604.69
Deposit	03/28/2019		Deposit	100.00	100.00	4,704.69
Total 12100 · RCB Cust Deposit Savings 10797					300.00	4,704.69
TOTAL					300.00	4,704.69

Scotia Community Services District
Account QuickReport
As of March 31, 2019

Type	Date	Num	Name	Memo	Amount	Balance
11000 · RCB CD 10929						50,237.74
Total 11000 · RCB CD 10929						50,237.74
TOTAL						50,237.74

Leslie:

Please Review content.

this will be given to

Bd @ the mtg. Check has



INVOICE

DATE: March 31, 2019 *been printed.*

TO: Paul Newmaker, Board President
Scotia Community Services District

INVOICE # 19-226-03

PN
Approved for Payment

PROJECT: Scotia Community Services District Staffing Services for March 2019

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

1.1 Administrative Duties

General Admin tasks- filing, document prep, staff meetings, travel for meetings/staffing, responded and re-directed all incoming correspondence. Checked SCSD e-mail, mail, phone messages.

1.2 Policies, Procedures, Ordinances

Completed Parks and Recreation Ordinance amendments, completed leak credit policy research and finalized the policy.

1.3 Community Meetings Preparation and Attendance

Met with parties on various District matters.

1.4 CSD Board Meeting Preparation

Prepared agenda and board packet and attended regular meeting on March 21st and prepared agenda for special meeting held on March 28th.

1.5 Bookkeeping, Billing, Invoicing, and Banking

General billing and invoicing. QuickBooks and financial accounting. Banking. Audit Review. Training on HR, Payroll, etc. for new Admin staff

1.6 Website Postings, Emails, File Management

Regular website maintenance and development. Website posting and document publishing. Website training for new Admin staff.

1.7 Budgeting

Finalized and presented mid-year budget review. Began working on draft Fiscal Year 2019/2020 budget

1.8 Grant Research and Writing

Continued correspondence with SHN on water and wastewater planning grant applications.

1.9 Personnel

Management and coordination of personnel, scheduling, policy review, etc.

Task 2 – Operations/Management of District Assets

Continued operations for water, wastewater, parks and recreation, streets and street lighting, and storm drainage. Valve and Pump Repair. State Annual Reporting for water and wastewater.

PLANWEST PARTNERS, INC.

Services March 2019

Principal*	0 hours @ \$108 per hour	\$ 0.00
General Manager*	127.5 hours @ \$62 per hour	\$ 7,905.00
Asst. GM*	36 hours @ \$58 per hour	\$ 2,088.00
District Engineer	5 hours @ \$58 per hour	\$ 290.00
W/WW Operations Superintendent	23 hours @ \$58 per hour	\$ 1,334.00
GIS Analyst	3.75 hours @ \$62 per hour	\$ 232.50
Assistant Planner/Clerk*	71.25 hours @ \$50 per hour	\$ 3,562.50
Planning Tech/Admin	94.75 hours @ \$50 per hour	\$ 1,918.69
Mileage Expenses	898.40 miles @ \$ 0.58/ mile	\$ 521.08

AMOUNT THIS INVOICE # 19-226-03

\$17,851.77

*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

TEL: (707) 825-8260
FAX: (707) 825-9181

P.O. Box 4581
Arcata, CA 95518

planners@planwestpartners.com
www.planwestpartners.com

Scotia CSD: Planwest Partners Staffing Scope 5 - March 2019

Planwest Partners Inc.													
Task	Budget	Feb	General Manager LM	Asst. GM ST	Engineer SD	Operations Super-Intendent BG	GIS Analyst JB	Asst. Planner/Clerk JH	Planning Tech/Admin JM	Expense	March Total	Year to Date Total	Remaining Budget
Rate	192,000		\$62	\$58	\$58	\$58	\$62	\$50	\$20.25				
Task 1 - General Board Secretary/Clerk/Interim General Manager Duties	\$100,000.00												
1.1 Administrative Duties		\$2,937.43	15.50	4.00				13.75	22.75	\$521.08	\$2,862.27	\$36,067.78	
1.2 Policies, Procedures, Ordinances		\$479.00	13.00	2.00				11.75	4.00		\$1,590.50	\$5,400.50	
1.3 Community Meetings prep & attendance		\$279.00	2.50					4.00	1.75		\$390.44	\$2,498.44	
1.4 CSD Board Meeting (Prep & Attendance, Minutes)		\$2,135.25	8.00	3.00	2.00			27.00	1.75		\$2,171.44	\$18,528.69	
1.5 Bookkeeping, Banking, Billing, and Invoicing		\$1,583.81	8.50						54.25		\$1,625.56	\$10,855.13	
1.6 Website/Emails/File Management		\$427.69	8.50				3.75	9.50	0.75		\$1,249.69	\$6,657.75	
1.7 Budgeting		\$2,203.00	27.00	4.00					7.75		\$2,062.94	\$5,849.63	
1.8 Grant Research and Writing		\$0.00	0.50						1.75		\$66.44	\$1,523.44	
1.9 Personnel		\$732.00	5.75	2.00					0.00		\$472.50	\$7,468.50	
Task 2- Operations/Management	\$92,000.00												
2.1 Treated Water, Raw Water, and Distribution		\$1,845.50	20.25	11.00	2.00	3.00					\$5,360.00	\$48,697.00	\$43,303.00
2.2 Wastewater Collection, Treatment, Discharge, NPDES		\$2,434.00	14.00	8.00		20.00					\$2,183.50	\$14,790.00	
2.3 Stormwater and Drainage		\$31.00									\$2,492.00	\$22,026.00	
2.4 CSD Streets & Alleys, Street Lighting		\$0.00	2.00								\$0.00	\$561.00	
2.5 Parks Recreation: Community Forest, Theatre, Museum, Carpenter shop, Landscaping		\$724.00	1.50	2.00	1.00			5.25			\$124.00	\$356.00	
2.6 Land & Easements		\$62.00	0.50								\$529.50	\$6,648.00	
Staff Hours			127.50	36.00	5.00	23.00	3.75	71.25	94.75	Total Hrs	361.25		
Total	\$192,000.00	\$15,873.68	\$7,905.00	\$2,088.00	\$290.00	\$1,334.00	\$232.50	\$3,562.50	\$1,918.69	\$521.08	\$17,851.77	\$143,546.85	\$48,453.15

Monthly Expenses	Expense
Mileage: 898.40 @ \$0.58/mile (miles)	\$521.08
Legal Notice - Times-Standard	\$0.00
Printing Expenses	\$0.00
Postage Expenses	\$0.00
Monthly Expense Total	\$521.08

Scotia Community Services District Staff Report

DATE: April 18, 2019
TO: Scotia Community Services District Board of Directors
FROM: Leslie Marshall, General Manager
SUBJECT: SCSD Parks and Recreation Ordinance 2019-1

RECOMMENDATION:

The Administrative staff recommends that the Board consider adoption of Ordinance 2019-1: An Ordinance of the SCSD Board updating Title IV – Parks and Recreation.

ACTION:

Adopt Ordinance 2019-1, *first reading*.

DISCUSSION:

Scotia CSD adopted Ordinance 2016-2 in November 2016. The Parks and Recreation Ordinance was developed utilizing information obtained from other agencies that provide parks and recreation services and input provided by the SCSD Board.

Staff has updated the Ordinance to disallow overnight use of *any* SCSD facility. Other changes include prohibiting glass in any outdoor facility or any park location, including sporting fields. Other changes are minor administrative changes including removing duplicate language.

FISCAL IMPACT:

None

ATTACHMENT:

SCSD Parks and Recreation Ordinance 2019-1.

ORDINANCE NO. – 2019-1

AN ORDINANCE OF THE SCOTIA COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS ADOPTING TITLE IV -PARKS AND RECREATION

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

Section 1: Title IV (Parks and Recreation) is hereby adopted as follows:

TITLE IV -PARKS AND RECREATION

CHAPTER I-PURPOSE

SEC. 1.01. PURPOSE AND POLICY. This article sets forth the standards, processes and fees associated with open space maintenance services. The District desires to encourage the long- term maintenance of undeveloped or recreational land under District ownership where the maintenance is either required by Humboldt County or requested by residents of a specific area. This article is intended to implement the provisions of the Landscaping and Lighting Act of 1972 (Streets and Highway Code Section 22500 et seq.) herein referred to as the "Act."

CHAPTER 2. -RECREATION AND PARK SYSTEM-WIDE REGULATIONS

SEC. 2.01. RECREATIONAL USE DEFINED. Recreational use is considered any area open for safe public use that contains trails, improved footpaths, parks, tot lots, playgrounds, or those areas having access to scenic views or open space.

SEC. 2.02. OVERNIGHT USE PROHIBITED. There is to be no camping or loitering on the grounds or in public buildings or structures between sunset and sunrise. All events shall conclude at 10 p.m. Sunday-Thursday and at Midnight on Friday and Saturday. Overnight use is prohibited.

SEC. 2.03. FIRES. Open fires are prohibited. Cooking fires will be allowed on grounds only in those areas equipped with District provided equipment designated for the containment of cooking fires.

SEC. 2.04. GLASS. Glass may be used in *indoor facilities only*, or designated areas subject to General Manager approval. An additional deposit may be required for glass to be used at special events.

SEC. 2.05 PETS. Pets may be off leash at outdoor facilities in designated areas and facilities only. Pets must be under voice control at all times. Animal owners are responsible for removal of animal excrement from the facilities.

SEC. 2.06. CONDUCT - ALCOHOLIC BEVERAGES.

- (a) Patrons may use alcoholic beverages with meals in designated areas at recreation and parks system facilities, provided they conduct themselves in an orderly manner;
- (b) Alcoholic beverages may be served or may be sold with California Department of Alcoholic Beverage Control ("ABC") permit only at designated recreation and parks system facilities where sales are not prohibited, and provided a Facility Use Permit have been secured (see SEC. 28-089.01 for further details);
- (c) No person shall be under the influence of intoxicating substances as provided in Section 647 (f) of the California Penal Code;
- (d) The District may withdraw the privilege to use alcoholic beverages at any time if the Sections and Chapters as are contained in this ordinance are not abided by;
- (e) Use of illegal substances other than alcohol is prohibited.

- (f) Use of tobacco shall be in designated smoking areas only. Cigarette butts and other waste must be placed in receptacles. Littering is prohibited.

SEC. 2.07. INJURY TO OR MISUSE OF RECREATION AND PARKS SYSTEM PROPERTY.

NO PERSON SHALL:

- (a) Willfully mark, deface, injure, tamper with, displace, or remove any buildings, bridges, tables, benches, fireplaces, railings, bleachers, ball fields, water lines, paving or paving materials or other public utilities or parts thereof, signs, notices or placards, whether temporary or permanent, monuments, stakes, posts or other boundary markers, or other structures or equipment, or recreation and parks system property or appurtenances whatsoever, either real or personal.
- (b) Litter, soil or defile buildings, structures, grounds, equipment or other recreation and parks system property or appurtenances whatsoever. Trash, litter and other debris must be deposited into the proper receptacles.
- (c) Remove any soil, rock, stones, turf, trees, shrubs, or plants, down timber or other wood or materials or make any excavations by tool, equipment or any other means or agency.
- (d) Construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public utility into, upon or across such land except by District permit.
- (e) Trespass upon any area where prohibited.
- (f) Hunt, molest, or otherwise harm wildlife and plant life within the recreation and parks system.
- (g) Announce, advertise or call the public attention in any way to any article or service for sale or hire, except by District permit.
- (h) Paste, glue, tack or otherwise post any sign, placard, advertisement, or inscription, nor shall any person erect or cause to be erected any sign whatever within the recreation and parks system without permission from the District.
- (i) Use any system for amplifying sounds, whether for speech or music or otherwise within the recreation and parks system unless a Facility Use Permit is first secured from the District.
- (j) Discharge any weapon of any type within the recreation and park system boundaries for any reason.
- (k) Make fires of any type for any reason in any area that is not properly equipped and designated to contain a fire.
- (l) Use model rockets and remote-control model airplanes or drones in Scotia Parks and Open Space without prior written approval from the District's General Manager.

SEC. 2.08. POLLUTING WATERS OR DUMPING REFUSE PROHIBITED.

NO PERSON SHALL:

- (a) Throw, discharge, or otherwise place or cause to be placed in the waters of any fountain, pond, stream or any other body of water in or adjacent to any component of the recreation and park system or any tributary, stream, storm sewer or drain flowing into such waters any substance, matter or things, liquid or solid, which will or may result in the pollution of said waters.
- (b) Dump, deposit, or leave any trash not created within the boundaries of the recreation and park system.

SEC. 2.09. OPERATION OF MOTORIZED VEHICLES-PROHIBITED ACTS.

NO PERSON SHALL:

- (a) Fail to comply with all applicable provisions of the Vehicle Code of the State of California in regard to equipment and operation of motorized vehicles together with such chapters as are

contained in this ordinance.

- (b) Fail to obey all law enforcement officers and District employees who are hereafter authorized and instructed to require persons within the boundaries of the recreation and park system to adhere to the provisions of these chapters.
- (c) Fail to observe carefully all traffic signs, parking signs, and all other signs posted for the proper control of traffic and to safe guard life and property.
- (d) Operate a motorized vehicle, other than SCSD-authorized vehicles, within the boundaries of the facility except in those areas designated as driveways.

SEC. 2.10. OPERATION OF NON-MOTORIZED VEHICLES--PROHIBITED ACTS.

Non-motorized vehicles shall be defined as any form of transportation in which human or gravitational energy powers the source of transportation. Examples of such transportation include but are not limited to bicycles, skateboards, roller blades, roller skates, etc.

NO PERSON SHALL:

- (a) Fail to comply with all applicable provisions of the Vehicle Code of the State of California in regard to equipment and operation of non-motorized vehicles together with such chapters as are contained in this ordinance.
- (b) Fail to obey all law enforcement officers and District employees who are hereafter authorized and instructed to require persons within the boundaries of the recreation and park system to adhere to the provisions of these chapters.
- (c) Fail to observe carefully all traffic signs, parking signs, and all other signs posted for the proper control of traffic and to safe guard life and property.
- (d) Operate non-motorized vehicles on any sidewalks, on pathways designated for pedestrian traffic only, and within turf and landscaped areas.

CHAPTER 3. - OPERATION OF WINEMA THEATER

SEC. 3.01. HOURS OF OPERATION. All events may begin at 8:00am, and shall conclude at 10:00 p.m. Sunday-Thursday, and at Midnight on Friday and Saturday.

SEC. 3.02. FACILITY CAPACITY. The maximum overall capacity of the Winema Theater is 464 persons. This includes 278 persons in fixed seating, and 186 additional capacity for seating on the lower level main floor. Additional seating must follow the additional seating template, provided by the SCSD and Fire Chief, which follows the California Code, allowing for minimum of four-foot (4') rows for exit. Any alternative seating templates must be approved by the Fire Chief.

SEC. 3.03 DECORATIONS. Decorations for events may NOT be secured with pins, nails, tacks, or any other materials that may leave holes or cause any damage to the facility.

SEC. 3.04. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. If an event at the Winema Theater is open to the public, it must comply with all current ADA regulations.

SEC. 3.05. WINEMA THEATER POCKET PARK. The Winema Theater Pocket Park will be operational during daylight hours only, or with a Facilities Use Permit, or written permission from the Scotia CSD General Manager.

CHAPTER 4. - OPERATION OF SCOTIA MUSEUM

SEC. 4.01. HOURS OF OPERATION. The Museum hours of operation will be determined, and may be changed, at the Board of Directors discretion. Hours will be posted at the Museum, in a conspicuous

location.

SEC. 4.02. MUSEUM FEES. Museum fees will be determined, and may be changed, at the Board of Directors discretion.

SEC. 4.03. FACILITY CAPACITY. ~~TBD~~ The Museum capacity will be determined by the Fire Chief according to International Building Code (IBC) and National Fire Prevention Association (NFPA) standards. Once determined, the capacity will be posted in the facility.

SEC. 4.04. RESTROOM FACILITIES. Restroom facilities are for Museum Patrons ONLY.

SEC. 4.05. EXHIBITS. Museum exhibits and displays are not to be handled, moved, touched, climbed on, jumped off, or any such manner of touching unless explicated stated via signage, etc. ~~This includes the locomotive equipment in the Museum Pocket Park adjacent to the museum building.~~

SEC. 4.06. MUSEUM POCKET PARK. The Museum Pocket Park will be operational during daylight hours only, or with a Facilities Use Permit, or written permission from the Scotia CSD General Manager-

CHAPTER 5. - OPERATION OF FIREMAN'S PARK

SEC. 5.01. GROUP BARBECUE COMPLEX. Individuals or organizations desiring use of any portion of the group barbecue complex within Fireman's Park for an organized function shall obtain a Facility Use Permit.

SEC. 5.02. PICNIC TABLES/BARBECUES. The public may use the picnic tables and barbecues in the park on a first-come first-served basis, unless otherwise reserved for a private party with a Reservation Permit. Reservation Permit Applications and rental fees are due thirty (30) working days prior to the event. Reservations should be made as early as possible to avoid schedule conflicts. At least 48 hours' notice of cancellation is required. Deposits will be will be returned within 30 days after the event.

SEC. 5.03. RESTROOM FACILITIES. Restrooms may be reserved for special events, and will require a deposit fee and non-refundable restroom cleaning fee. Restroom facilities will remain locked unless otherwise noticed. Restroom use is limited to daylight hours only. The restroom key is to be used only by the Reservation Holder and associated party. The restroom will remain clean and locked when guests are finished. Upon return of the restroom facility key to the SCSD Office, the deposit will be returned within 30 days to the applicant. The key will not be duplicated, loaned, or given to others. If the key is lost, the deposit is forfeited, and a new deposit will be required to have a key reissued. Key check out may be revoked at any time.

In the event that restroom facilities are unavailable, portable restrooms are required for events, including ADA compliant restrooms.

~~**SEC. 5.04. OVERNIGHT USE PROHIBITED.** All events shall conclude at 10:00 p.m. Sunday Thursday and at Midnight on Friday and Saturday. Overnight use is prohibited unless a Facility Use Permit is first obtained from the District.~~

~~**SEC. 5.05. FIRES.** Open fires are prohibited. Cooking fires will be allowed on grounds only in those areas equipped with District provided equipment designated and in portable barbecues designated for the containment of cooking fires.~~

SEC. 5.046. PETS. The designated off leash area is defined as the fenced area of Fireman's Park. All pet waste must be appropriately removed. Horses and other livestock are not allowed.

SEC. 5.057. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. If an event at the Fireman's Park is open to the public, it must comply with all current ADA regulations.

CHAPTER 6. - OPERATION OF BASEBALL PARK

SEC. 6.01. LIGHTING. Baseball Park Lighting will be available for a charge with a valid Facility Use Permit, and charged at a rate set by the Board of Directors in the Fee Schedule.

SEC. 6.02. GROUP BASEBALL PARK USE. The Baseball Park may be used by groups with a valid Facility Use Permit. See Fee Schedule for permit fees.

SEC. 6.03. RESTROOM FACILITIES. Restroom facilities will remain locked unless otherwise noticed. Restroom use is limited to daylight hours only. Restrooms may be reserved for special events, and will require a deposit fee. The restroom key is to be used only by the Reservation Holder and associated party. The restroom will remain clean and locked when guests are finished. Upon return of the restroom facility key to the SCSD Office, the deposit will be returned within 30 days to the applicant. The key will not be duplicated, loaned, or given to others. If the key is lost, the deposit is forfeited, and a new deposit will be required to have a key reissued. Key check out may be revoked at any time.

In the event that restroom facilities are unavailable, portable restrooms are required for events, including ADA compliant restrooms.

~~**SEC. 6.04. OVERNIGHT USE PROHIBITED.** All events shall conclude at 10:00 p.m. Sunday Thursday and at Midnight on Friday and Saturday. Overnight use is prohibited.~~

SEC. 6.045. HORSESHOE PITS. The public may use the horseshoe pits on a first come basis. Any individual or organization desiring to use the horseshoe pits for an organized function must do so by obtaining a Facility Use Permit.

SEC. 6.056. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. If an event at the Baseball Park is open to the public, it must comply with all current ADA regulations.

CHAPTER 7. - OPERATION OF SOCCER FIELD

SEC.7.01. RESTROOM FACILITIES. Restrooms may be reserved for special events, and will require a deposit fee and non-refundable restroom cleaning fee. Restroom facilities will remain locked unless otherwise noticed. Restroom use is limited to daylight hours only. The restroom key is to be used only by the Reservation Holder and associated party. The restroom will remain clean and locked when guests are finished. Upon return of the restroom facility key to the SCSD Office, the deposit will be returned within 30 days to the applicant. The key will not be duplicated, loaned, or given to others. If the key is lost, the deposit is forfeited, and a new deposit will be required to have a key reissued. Key check out may be revoked at any time.

~~**SEC. 7.02. OVERNIGHT USE PROHIBITED.** All events shall conclude at 10:00 p.m. Sunday Thursday and at Midnight on Friday and Saturday. Overnight use is prohibited.~~

SEC. 7.023. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. If an event at the Soccer Field is open to the public, it must comply with all current ADA regulations.

CHAPTER 8. - OPERATION OF COMMUNITY FOREST

SEC. 8.01. RIVER ACCESS. Use of motorized vehicles on the river bar and through the Community Forest, on or off trails, is prohibited. The River bar and access road is designated for pedestrian traffic only. River access will be open Sunrise to Sunset. Camping or overnight use is not authorized. The District does not provide lifeguards at the river, swim at your own risk.

SEC. 8.02. UNAUTHORIZED TAKE FROM THE COMMUNITY FOREST, INCLUDING THE RIVER BAR. Shall comply with Section 2.0727-01(e) of this ordinance. Any unauthorized take of any natural resource from the community forest is prohibited and will be considered a violation of

this ordinance and be dealt with according to Chapter 10.

CHAPTER 9. - PERMITS, FEES AND DEPOSITS

SEC. 9.01. FACILITY USE PERMITS REQUIRED. A valid facility use permit is required for individuals or organizations to use any indoor facility or any outdoor facility which may include, but shall not be limited to, any of the following:

- (a) Nonspontaneous large group activities consisting of fifty (50) or more persons;
- (b) The charging of an admission or entrance fee;
- (c) The use of District facilities not ordinarily available for public use;
- (d) Regularly occurring organized team or league use of District sports fields or courts;
- (e) The sale of merchandise, food or beverages;
- (f) The sale or service of alcoholic beverages;
- (g) The setting up of booths, stages, vending carts or stands, kiosks, bleachers or similar structures;
- (h) The barricading of any District street or other street use that would impede the normal flow of traffic;
- (i) Amplified music or sound;
- ~~ii~~ (j) The need for access to District utilities;
- (k) The need for garbage collection specific to the activity or event; or
- (l) The staging or shooting of commercial motion or television pictures or still photography, exempting local businesses, filming for educational purposes, and tourism productions, as further defined by the District Board, when such activities do not otherwise require a District permit.
- (m) Any use of the Winema Theater.
- (n) The General Manager or Board of Directors may impose additional permits or permit requirements.

SEC. 9.01.a. EVENT TYPE DEFINITIONS. The District shall issue permits based on the following definition of use:

- (a) Event - defined as use with estimated attendance of less than 500 persons and no more than posted capacities at indoor facilities; for which off road and facility parking space is adequate; for which street closures are not required; and for which cancellation of approved vendor programs is not required.
 - ~~ii~~ *Major Event* - Major Events are classified as events drawing more than 50 people total or events that close a District street. A non-refundable application- processing fee must accompany the application. Applications must be submitted at least 30 days in advance of event date.
 - ~~iii~~ *Minor Event* - Minor Events are classified as events drawing 50 people or less that do not close any streets. A non-refundable application-processing fee must accompany the application. Applications must be submitted at least 30 days in advance of event date.
- (b) Large Scale Community Event - defined as use with estimated attendance of more than 500 persons but no more than posted capacities at indoor facilities or for which off- road and facility parking space is adequate; or for which street closures may be required; or for which cancellation of an approved vendor program is required. A non-refundable application-processing fee must accompany the application. Applications must be submitted at least 30 days (60 days for events over 1000 participants) in advance of event date.

- (c) Vendor Contract - defined as use by those individuals approved by the District Board of Directors, offering ongoing programs on a regular basis for no more than twelve months. Anyone wishing to sell food or goods at any park facilities, must have a current business license, insurance, and a valid Vending Permit. Please allow up to 30 days for the application process.
- (d) *Business License for Booth Sales* - Any person or organization, including a non-profit organization, who is selling food or merchandise at a special event must have a 1-day booth permit. Information only booths do not need a booth permit.
- (e) *Film Permits* - A Photography/Motion Picture Permit is required for use of SCSD parks, buildings, or grounds for the staging or shooting of commercial motion or television pictures and photography.

SEC. 9.02. FACILITY USE PERMIT PROCESS. Any individuals or organizations seeking issuance of a Facility Use Permit hereunder shall file a permit application to use District facilities on the appropriate application form provided by the District. All requests must be filed with the District along with the required application processing fee, deposit, use fees, proof of appropriate insurance coverage, and fees for other services at least thirty (30) working days prior to the actual event date. The General Manager, under direction of the Board, may impose additional conditions for approval. All Event Permits shall be reviewed by the Fire Chief.

SEC. 9.03. FACILITY USE FEES. Facility use fees, as established and adopted by the District Board on an annual basis in the Fee Schedule, shall be charged for and must accompany each Facility Use Permit request required hereunder for said facility use permit request to be fully and properly executed by the District.

SEC. 9.03.a FEE STRUCTURE DEFINITIONS. The District shall identify the following fee structure definitions when charging customers for use of facilities:

- o A "Non-Profit Group" shall be defined as any group or organization which can supply proof of non-profit status via the Internal Revenue Service code. Other Governmental entities shall be considered as falling within the guidelines of this definition.
- o A "Vendor" shall be defined as an individual or organization, approved by the District Board of Directors, that has a fully executed vendor contract for use of District parks and recreation facilities.
- o A "Private Citizen/Business" shall be defined as other potential users not fitting within the "non-profit group" or "vendor" definition.
- o A "Commercial Event" shall be defined as an event being held for the purpose of private financial gain for an individual or organization.
- o An "Event Host" shall be defined as a District employee who has received training regarding use of District facilities for outside events. Event hosts are required for all events at District facilities for those events sponsored by a District approved vendor.
- o 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.
- o 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.

SEC. 9.03.b. FACILITY USE FEES. The District shall charge rates for use of District-owned facilities as outlined in the Fee Schedule.

SEC. 9.03.c. EVENT SERVICES FEES. The District shall charge a fee per hour for an event host for events requiring 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 reviewed periodically and established ~~and adopted~~ by the Board in the Fee Schedule.

SEC. 9.03.d. RECREATION PROGRAM FEES. The District shall charge participants program fees based on the direct expenses associated with each individual program. Program fees shall be determined

~~each year periodically and~~ as programs are added to the Fee Schedule. Program fees shall be adopted by the Board within two months of the inception or change of fees.

SEC. 9.04. DEPOSIT. A deposit, as established and adopted by the District's Board in the Fee Schedule must accompany each Facility Use Permit request. The deposit shall be refunded to the applicant within thirty (30) working days if the facility is restored to pre-use conditions. If District clean-up is required to restore the facility to pre-use conditions or damage is noted to the facility, any refund will be less the expense associated with returning the facility to pre-use conditions.

SEC. 9.04.a. FACILITY USE DEPOSIT FEES. The District shall charge a deposit for events, which qualify and are defined as special events or large-scale community events, as outlined in the Fee Schedule.

SEC. 9.05. INSURANCE. All events requiring a Facility Use Permit shall obtain Liability Insurance for the event; a Facility Use Permit request shall not be considered fully executed unless the individual or organization seeking issuance of a Facility Use Permit obtains and furnishes liability coverage for the event which is acceptable to the District.

Insurance is required for all Facility Use Permits except as otherwise prohibited by law or in the event an exemption is obtained from the General Manager. When required insurance must be submitted to the SCSD thirty (30) business days prior to the event, event holder will provide:

- o A Certificate of Insurance of \$2,000,000 liability coverage. (General Aggregate and Each Occurrence).
- o An endorsement, naming the "Scotia Community Services District, it's elected or appointed officers, officials, employees and volunteers" as additionally insured.
- o The endorsement must also provide a statement that the insurance will be primary and that the insurance will not be cancelled without prior 30-day written notice given to the Scotia Community Services District.
- o Liability Release Form: The individual or a representative of the organization seeking permission for use must execute a Liability Release Form, which releases Scotia Community Services District from any and all liability caused by the use of the facilities. -

SEC. 9.06. PERMITS FOR USE OF FACILITIES. The District shall only grant a Facility Use Permit for organized use of a facility when each of the following findings can be made:

- (a) The requested area of the recreation and parks system for-which the facility is located within is available during the period for which the Facility Use Permit is requested;
- (b) The expected attendance does not exceed the capacity of the facility or area, as determined by the International Building Code (IBC) and National Fire Prevention Association (NFPA) standards;
- (c) The use for which the Facility Use Permit is sought complies with the use established for the facility or area requested.

SEC. 9.07. USE OF SOUND AMPLIFICATION SYSTEM. The District shall only grant permission for use of any sound amplification system when each of the following findings can be made:

- (a) The individual or organization seeking permission for use of a sound amplification system must file, with the District, a Facility Use Permit request for the facility in which use of the sound amplification system is requested.
- (b) The sound amplification system proposed will not unduly inconvenience or disturb neighboring properties or other recreation and parks system facility users, nor violate any established Noise Ordinance.
- (c) The maximum noise from use of the sound amplification system complies with Humboldt County's Noise Regulations.
- (d) The use for which permission is sought complies with the use established for the facility or area requested.

For those events at which sound amplification systems are utilized, the following requirements shall

also be required:

- (a) A District employee, or other designee, will be assigned to be present throughout the event.

SEC. 9.08. SALE OR SERVICE OF ALCOHOLIC BEVERAGES. The District shall only grant permission for sale or service of alcoholic beverages when each of the following conditions are met:

- (a) The individual or organization seeking permission for sale or service of alcoholic beverages must file, with the District, a Facility Use Permit request for the facility in which the sale of alcoholic beverages is requested;
- (b) The individual or organization seeking permission has a valid permit from the ABC to sell alcohol;
- (c) If applicable, the individual or organization seeking permission has secured outside security services;
- (d) The use for which permission is sought complies with the use established for the facility or area requested.
- (a) A District employee, or other designee, will be assigned to be present throughout the event;
- (b) Facilities will not be rented for events at which the consumption of alcoholic beverages will be a principal activity.

The General Manager has the authority to impose additional conditions, including insurance and liability provisions, as a requirement for issuance of a fully executed Facility Use Permit. Additional Fees and Rates may be required at events that intend to sell or serve alcohol.

SEC. 9.09. USE OF DISTRICT-OWNED EQUIPMENT. The District may make available to individuals or organizations recreation-related equipment, which can be utilized for outdoor use, as determined by the General Manager or Board of Directors. District shall only grant permission for use of District-owned equipment when each of the following findings can be made:

- (a) The individual or organization seeking permission for use of District-owned equipment must be requesting said equipment in conjunction with an event at a District facility which is being sponsored by the individual or organization;
- (b) The Individual or organization must file, with the District, a Facility Use Permit request for the facility in which the equipment will be utilized;
- (c) The requested equipment is available during the period for which use of the equipment is requested;
- (d) The individual or organization requesting use of SCSD-owned equipment furnishes the District with appropriate liability coverage.

SEC. 9.10 WAIVER. A waiver of the fees and/or deposit for certain types of protected activities may be available upon the discretion of the General Manager.

SEC. 9.11. APPEALS. An appeal of the action of District staff on any Facility Use Permit pursuant to this chapter must be in writing and filed by or on behalf of the individual or organization seeking the Facility Use Permit, within (10) days after the action of District staff on the Facility Use Permit request. The appeal shall set forth in detail the factual and legal basis of the appeal. The Board of Directors shall consider and act on the appeal within forty-five (45) days after the appeal is filed. The individual or organization filing the appeal shall be entitled to submit oral or written evidence to the Board in support of the appeal. Action of the Board of Directors on the appeal shall be final.

CHAPTER 10. - ENFORCEMENT

SEC. 10.10 AUTHORITY. California Government Code Section 61064(a) states the "violation of any rule, regulation, or ordinance adopted by a board of directors is a misdemeanor punishable pursuant to Section 19 of the Penal Code." California Government Code Section 61064(b) allows any citation

issued by the SCSO for the violation of a rule, regulation, or ordinance adopted by the Board "may be processed as an infraction pursuant to subdivision (d) of Section 17 of the Penal Code." Finally, Cal. Gov't Code 61064(c) allows the Board to confer on "designated uniformed district employees the power to issue citations for misdemeanor and infraction violations of state law, city or county ordinances, or district rules, regulations, or ordinances when the violation is committed within a facility and in the presence of the employee issuing the citation. District employees shall issue citations pursuant to Chapter SC (commencing with Section 853.5) of Title 3 of Part 2 of the Penal Code."

SEC. ~~10.2.0~~ DESIGNATED EMPLOYEES. Each act that violates this Parks and Recreation Ordinance is a violation of the Scotia Community Services District's rules and shall constitute a separate offense. A violation of this section is punishable as a misdemeanor or infraction, chargeable at the General Manager's or District's Counsel's discretion

SEC. ~~10.3.0~~ PENALTY. (A) It shall be unlawful for any person to violate any provision or to fail to comply with any of the requirements of this ordinance or the provisions of any ordinance adopted by reference by this ordinance. Any person violating any of such provisions or failing to comply with any of the mandatory requirements of this ordinance shall be guilty of a misdemeanor. Any person convicted of a misdemeanor under the provisions of this ordinance shall be punishable by a fine of not more than \$1,000 or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this ordinance, or the provisions of any ordinance adopted by reference by this ordinance, is committed, continued, or permitted by such person and shall be punishable accordingly. Any violation of this ordinance which is declared to be a misdemeanor shall be considered and treated as an infraction subject to the procedures described in Cal. Penal Code §§ 19.6 and 19.7, when:

- (1) The District Manager or District Counsel files a complaint charging the offense as an infraction unless the defendant, at the time he is arraigned, after being informed of his rights, elects to have the case proceed as a misdemeanor; or
- (2) The court, with the consent of the defendant, determines that the offense is an infraction in which event the case shall proceed as if the defendant had been arraigned on an infraction complaint.

(B) In addition to the penalties provided by this section, any condition caused or permitted to exist in violation of any of the provisions of this ordinance, or the provisions of any ordinance adopted by reference by this ordinance, shall be deemed a public nuisance and may be summarily abated by this District, and each day such condition continues shall be regarded as a new and separate offense.

(C) Each violation of this ordinance expressly declared to be an infraction is punishable by:

- (1) A fine not exceeding \$100 for the first violation;
- (2) A fine not exceeding \$200 for the second violation of the same ordinance within one year;
- (3) A fine not exceeding \$500 for each additional violation of the same ordinance within one year.

Section 1: 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 2: California Environmental Quality Act (CEQA) Determination. Under the EIR that

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 California Environmental Quality Act (CEQA) Guidelines pursuant to Section 1506I(b)(3) of the CEQA Guidelines.

Section 3: 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 4: This ordinance will take effect thirty (30) days after the date of its adoption.

DATE: May 16, 2019

ATTEST:

Clerk, Scotia Community Services District

APPROVED:

President, Scotia Community Services District

Clerk's Certificate

I hereby certify that the foregoing is a true and correct copy of Ordinance No. 2019-1, passed and adopted at a regular meeting of the Board of Directors of the Scotia Community Services District, Humboldt County, California on the 16th day of May, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Clerk, Scotia Community Services District

Scotia Community Services District

Staff Report

DATE: April 18, 2019
TO: Scotia Community Services District Board of Directors
FROM: Leslie Marshall, General Manager; Steve Tyler, Assistant General Manager
SUBJECT: Scotia Community Services District Draft FY 2019/20 Budget

RECOMMENDATION:

The Administrative staff recommends that the Board review the Draft FY 2019/20 Budget, provide staff with comments, and direct staff to develop a Final FY 2019/20 Budget for Board approval in June.

ACTION:

Review Draft FY 2019/20 Budget

DISCUSSION:

Each year the District must prepare and adopt a budget for the coming Fiscal Year. The Draft FY 2019/20 Budget was developed by staff utilizing information from the FY 2018/19 Adopted and Mid-Year Budgets. Through the Proposition 218 rate setting process in 2016, the Board adopted a five-year rate schedule that included annual increases to the water rates and wastewater rates by 1.5% on July 1st of each year through July 1, 2021. The residential rates for FY 2019/20 are below:

Monthly Rates FY 18/19	Base	Flow (per 100 cf)	BOD (per lb)	TSS (per lb)
Water	\$65.79	\$2.78		
Wastewater	\$78.69	\$4.30	\$0.3792	\$0.5661
Raw Water		\$0.24		

Annual Benefit Assessments	
Storm Drainage	\$22.99
Parks and Recreation	\$205.92
Streets and Street Lighting	\$54.61

The account numbers differ from FY 2018/19. Staff aligned the account numbers and fund titles with QuickBooks and cleaned-up the QuickBooks accounts to more easily run reports and compare the budget to actuals. Other changes are discussed below.

Personnel and Insurance

The budget includes an increase in contract personnel services for total of \$272,000 which reflects rate increases (Line Item 60350). Staff has also included a ¾ time permanent benefited position. (Line Item 60360)

SDRMA has increased our insurance premium by approximately 11% which is a result of program wide increases in the cost of insuring communities in the wake of the devastating California wildfires.

Water/Wastewater

Other changes that were discussed in the Mid-Year budget review are reflected here, including reallocating the lab monitoring and testing to better reflect how those funds are spent. They now show 85% allocated to the Wastewater fund and 15% to Water fund. Staff had to increase the Water Treatment chemicals cost reflective of suppliers' costs.

Parks and Recreation

The Winema Roof Replacement project has been increased to \$175,000. The previous total of \$80,000 will not be sufficient to cover the county's requirements. Office ADA Upgrades (Line Item 80610) and Office Building Renovations (Line Item 80611) have been removed because those projects are complete.

Capital Outlay

The General Manager is creating a multi-fiscal year capital expenditure schedule. Capital expenditures for FY 2019/20 include a new utility truck to replace the existing Chevy truck (Line Item 80613) and primary clarifier repairs at the wastewater treatment (line Item 80661).

Staff will develop a 2019/20 *Final* Budget for Board review and approval, required, by law, to be approved and adopted, by Resolution, prior to June 30, 2019. Staff will prepare and circulate a Notice of Public Hearing for Adoption of the FY 2019/20 Budget for the June meeting.

FISCAL IMPACT:

Attached FY 2019/20 Draft Budget

Scotia Community Services District
Fiscal Year 2018-2019 Operating Budget

Revenues										
Fund Type	Account #	Treated Water	Raw Water	Wastewater	Streets & Street Lighting	Storm Drainage	Parks & Recreation	Admin	Total All Services	
Contributions/Donations	40200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Earnings	40210	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 500	\$ 500
Property Tax ¹	40220	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency Fund Contribution	40230	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Equipment/Furniture Capital Contribution	40240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SCSD Facilities Purchase/Loan	40250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Heisler/Museum	40255	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Use Income	40260	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ 500	\$ 500
Late Fees/New Account Fees	40265	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
User Fees	40270	\$ 400,000	\$ 50,750	\$ 645,000	\$ -	\$ -	\$ -	\$ -	\$ 1,095,750	\$ 1,095,750
Benefit Assessments	40280	\$ -	\$ -	\$ -	\$ 62,500	\$ 25,750	\$ 149,000	\$ -	\$ 237,250	\$ 237,250
Miscellaneous	40290	\$ 100	\$ -	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ 400	\$ 400
TOTAL REVENUES		\$ 400,100	\$ 50,750	\$ 645,100	\$ 62,600	\$ 25,850	\$ 149,500	\$ 500	\$ 1,334,400	\$ 1,334,400
Expenditures										
		Treated Water	Raw Water	Wastewater	Streets & Street Lighting	Storm Drainage	Parks & Recreation	Admin	Total All Services	
Personnel Services										
Attorney	60300	\$ 8,820	\$ 420	\$ 9,240	\$ 1,050	\$ 420	\$ 1,050	\$ -	\$ 21,000	\$ 21,000
Auditor (Annual Audit)	60310	\$ 9,240	\$ 440	\$ 9,680	\$ 1,100	\$ 440	\$ 1,100	\$ -	\$ 22,000	\$ 22,000
Board Stipend	60320	\$ 2,520	\$ 120	\$ 2,640	\$ 300	\$ 120	\$ 300	\$ -	\$ 6,000	\$ 6,000
Bookkeeping/CPA	60330	\$ 5,040	\$ 240	\$ 5,280	\$ 600	\$ 240	\$ 600	\$ -	\$ 12,000	\$ 12,000
IT Services	60335	\$ 5,880	\$ 280	\$ 6,160	\$ 700	\$ 280	\$ 700	\$ -	\$ 14,000	\$ 14,000
Engineering	60340	\$ 18,000	\$ 2,000	\$ 30,000	\$ -	\$ -	\$ 3,000	\$ 2,000	\$ 55,000	\$ 55,000
Contract Admin/Operations/Maintenance Staff	60350	\$ 108,800	\$ 13,600	\$ 108,800	\$ 6,800	\$ 6,800	\$ 13,600	\$ 13,600	\$ 272,000	\$ 272,000
SCSD Permanent Benefitted Staff	60360	\$ 77,600	\$ 9,700	\$ 77,600	\$ 4,850	\$ 4,850	\$ 9,700	\$ 9,700	\$ 194,000	\$ 194,000
TOTAL PERSONNEL SERVICES		\$ 235,900	\$ 26,800	\$ 249,400	\$ 15,400	\$ 13,150	\$ 30,050	\$ 25,300	\$ 596,000	\$ 596,000
Materials and Services										
Permits, Licenses, Dues, Publications	50400	\$ 2,000	\$ 1,500	\$ 2,500	\$ 200	\$ 200	\$ 600	\$ 3,000	\$ 10,000	\$ 10,000
Travel, Training, Meetings	50401	\$ 1,000	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ 2,000	\$ 4,500	\$ 4,500
Regulatory Penalties	50402	\$ 5,000	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ 35,000	\$ 35,000
LAFCo Apportionment	50403	\$ 750	\$ -	\$ 750	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ 1,500
Supplies	50410	\$ 7,200	\$ -	\$ 8,500	\$ -	\$ -	\$ -	\$ -	\$ 15,700	\$ 15,700
Treatment Chemicals	50411	\$ 45,000	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ 60,000	\$ 60,000
Lab Testing & Monitoring	50412	\$ 2,400	\$ 100	\$ 14,000	\$ -	\$ -	\$ 2,000	\$ -	\$ 18,500	\$ 18,500
Utilities/Communications	50420	\$ 2,200	\$ 500	\$ 4,100	\$ -	\$ -	\$ 1,000	\$ 2,600	\$ 10,400	\$ 10,400
Maintenance & Repairs	50430	\$ 7,500	\$ 500	\$ 73,500	\$ 500	\$ 500	\$ 3,000	\$ 300	\$ 85,800	\$ 85,800
Vehicle Maintenance	50431	\$ 2,000	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000	\$ 4,000

Insurance, Bonds	50440	\$	15,600	\$	5,000	\$	25,500	\$	4,200	\$	1,400	\$	8,000	\$	100	\$	70,000
------------------	-------	----	--------	----	-------	----	--------	----	-------	----	-------	----	-------	----	-----	----	--------

Electrical	50450	\$ 100,000	\$ 100,000	\$ 78,000	\$ 20,000	\$ -	\$ 1,000	\$ 850	\$ 299,850
Contracted Maintenance Services	50460	\$ 2,000	\$ 1,000	\$ 20,000	\$ 1,000	\$ -	\$ 6,000	\$ -	\$ 30,000
Office Supplies	50470	\$ 100	\$ -	\$ 300	\$ -	\$ -	\$ -	\$ 6,000	\$ 6,400
Bank Fees	50480	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100	\$ 100
TOTAL MATERIALS AND SERVICES		\$ 192,750	\$ 110,600	\$ 273,650	\$ 25,900	\$ 2,100	\$ 21,600	\$ 14,950	\$ 651,650
TOTAL O&M		\$ 428,650	\$ 137,400	\$ 523,050	\$ 41,300	\$ 15,250	\$ 51,650	\$ 40,250	\$ 1,247,650
Capital Outlay									
Ball Park ADA Upgrades	80612	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000	\$ -	\$ 8,000
New Vehicle (Truck)	80613	\$ 16,000	\$ 2,000	\$ 16,000	\$ 1,000	\$ 1,000	\$ 2,000	\$ 2,000	\$ 40,000
Winema Theater Roof Replacement	80620	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175,000	\$ -	\$ 175,000
Museum ADA Upgrades	80621	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000	\$ -	\$ 40,000
WWTP Sedimentation Ponds 1-3 Solids Removal	80660	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Primary Clarifier Repair	80661	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Log Pond Maintenance	80671	\$ -	\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ 45,000
TOTAL CAPITAL EXPENDITURES		\$ 16,000	\$ 2,000	\$ 271,000	\$ 1,000	\$ 1,000	\$ 225,000	\$ 2,000	\$ 518,000
TOTAL EXPENDITURES		\$ 444,650	\$ 139,400	\$ 794,050	\$ 42,300	\$ 16,250	\$ 276,650	\$ 42,250	\$ 1,765,650
Unexpended Fund Balance		\$ (44,550)	\$ (88,650)	\$ (148,950)	\$ 20,300	\$ 9,600	\$ (127,150)	\$ (41,750)	\$ (431,250)
EXPENDITURES + UFB + Prev. Rev.		\$ 400,100	\$ 50,750	\$ 645,100	\$ 62,600	\$ 25,850	\$ 149,500	\$ 500	\$ 1,334,400
Recommended Operating Contingency operating contingency is recommended to be set at 2-months operating costs, or approx. 16% of O&M Costs									

v. 3/28/2019

Reserve Fund Balance

17/18 Unexpended Fund Balance	Start	\$ 199,229	\$ (179,512)	\$ 205,851	\$ 137,312	\$ 37,429	\$ 357,175	\$ (196,645)	\$ 560,837
green = from reserve	End	\$ 222,164	\$ (58,126)	\$ 395,353	\$ 108,301	\$ 28,834	\$ 323,077	\$ (166,745)	\$ 852,858

Scotia Community Services District Staff Report

DATE: April 18, 2019
TO: Scotia Community Services District Board of Directors
FROM: Leslie Marshall, General Manager;
SUBJECT: Consider Authorizing General Manager to enter into Rental Agreements for
SCSD Parks and Recreation Facilities and the Carpenter Shop.

RECOMMENDATION:

The Administrative staff recommends that the Board review the Baseball Field Facility, Soccer Field Facility, and the Carpenter Shop Rental Agreements.

ACTION:

Review the agreements and Authorize staff to enter into an agreement for the rental of the Baseball and Soccer Fields. And for long-term leasing of the Carpenter Shop for the storage of the school buses.

DISCUSSION:

The District has been approached by several community organizations regarding long-term rental or lease of facilities. The Eel River Kings are interested in long-term use of the Baseball Field, the Scotia School District is interested in long-term use of the Soccer Field for games and practices; and the Scotia School District is interested in using a portion of the Carpenter Shop facility for parking the School Bus(es). Legal Counsel has developed agreements for each of the facilities.

FISCAL IMPACT:

TBD

ATTACHMENT:

Baseball Field Rental Agreement
Soccer Field Rental Agreement
Carpenter Shop Rental Agreement

**Scotia Community Service District
Baseball Field Rental Agreement**

All organized groups/teams/leagues/organizations are required to file an application for use and receive approval prior to use of the field. All groups exceeding 25 people are required to make a reservation. The deadline for field reservations is 2 days in advance. If you are requesting any add-ons (chalk & bases, dragging, lights), the reservation deadline is 5 days in advance.

Sports allowed on these fields are: softball and baseball only.

Field Use Fees:

Field Rental	\$28 per hour
--------------	---------------

All baseball field users will be charged an hourly rental fee for sports field use, including practices, leagues, and tournaments. There is a two-hour minimum for field reservations.

Light Fees:

Field Lights	\$26 per hour
--------------	---------------

Field light fees will be charged to all groups requesting use of the field lighting systems. Lights are controlled by staff. Field lights scheduled after 5 p.m. on a weekday or on Saturdays and Sundays or Holidays from 7 p.m. to 10 p.m. will incur an additional fee of \$15 per hour for staff.

Please note, fees are subject to change. See the Scotia Community Services District Master Fee Schedule for current rental rates and fees.

Long-Term Rentals:

The hourly field rental fee does not apply to long-term reservations for Scotia or Eel River Valley based youth non-profit organizations regular season and playoff games. All other fees, including lights, will be charged and must be paid prior to use. To apply for this fee waiver, proof of non-profit status and insurance must be submitted along with all dates for the season.

Groups that do not qualify for the fee waiver may still apply for long-term reservations. Insurance and season dates are required and fees will be billed on a monthly basis. Preference is given to returning groups and then to new Scotia or Eel River Valley based youth non-profit organizations.

General Policies:

All parks shall be open to the public between the hours of sunrise and sunset. No person shall enter or remain in any park between the hours of sunset. and sunrise, except when engaged in an activity scheduled or permitted by the Scotia Community Services District. All permitted events

shall conclude at 10 p.m. Sunday-Thursday and at Midnight on Friday and Saturday. Overnight use is prohibited.

No alcoholic beverages of any type are allowed on parks or fields.

Sports fields will be permitted for the appropriate use only, per the District policies.

Amplified sound is not allowed on parks and fields without prior written approval. This includes music, musical instruments, and loudspeakers.

For all field reservations, the Scotia Community Services District reserves the right to close the fields due to inclement weather or for the purpose of maintenance. Please call the District office at (707) 764-3030 for updates on field conditions. Fields may be closed on days that have rain, or on days where there is standing water on the fields.

To avoid a cancellation fee, cancellation of reservations shall be made as soon as possible prior to the date of the event, but in no event shall cancellation occur less than 24-hours before the reservation. Cancellations within the 24-hour window prior to the event shall be subject to payment of 50% of the full reservation amount. To ensure receipt of a cancellation notice, cancellations shall be made in writing whenever possible to infoscotiacsd@gmail.com and a phone message shall also be left at (707) 764-3030.

Liability Insurance:

The Scotia Community Services District will accept field applications from one representative per policy. If an organization is covering several teams under their joint policy, all teams must be named on the policy. A Certificate accompanied by an additional insured endorsement in the amount of \$1,000,000 general liability is required for all reservations. The applicant will be responsible for any and all damage to Scotia Community Services District premises, equipment, and property. If additional maintenance is required, in excess of normal cleaning services/time, the applicant will be charged accordingly. The applicant will be held responsible for all actions, behavior, and damages caused by his/her guests/attendees.

**Scotia Community Services District
Baseball Field Use Application**

A \$25.00 application fee (long/short term field use) or a \$100 application fee (Tournament use) must accompany completed application to be considered. The application fee will be applied to the rental if approved. 100% of the contract fees will be due prior to contract start date. **One application and fee must be submitted for each facility requested.**

Circle One: TOURNAMENT LONG TERM FIELD USE SHORT TERM FIELD USE
(5 dates or less)

GENERAL INFORMATION			
League/Group Name:			
Organization Name:		E-Mail address:	
Primary Contact:		Primary Phone #:	
Address:		Alternate Phone #:	
City/State/Zip Code:			
Sport:	Attendance Total:	Adults:	Youth (under 18):
Sport Field Requested:			
Date(s) of Use:			
Time of Use:		Additional Needs:	
CLASSIFICATION INFORMATION (please answer all questions)			
Non-Profit Organization? <input type="checkbox"/> YES <input type="checkbox"/> NO		If yes, please provide Tax ID # _____	
Fund-raising Event? <input type="checkbox"/> YES <input type="checkbox"/> NO		Will items be sold? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Event open to public? <input type="checkbox"/> YES <input type="checkbox"/> NO		Will a fee be charged? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Will amplified sound be used? <input type="checkbox"/> YES <input type="checkbox"/> NO		Additional Services needed? _____	
		I have read the Field Use Policies <input type="checkbox"/> YES <input type="checkbox"/> NO	
HOLD HARMLESS AGREEMENT			
<p>To the fullest extent permitted by law, Lessee shall hold harmless, defend at its own expense, and indemnify Scotia Community Services District its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of Lessee or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expense arising from Scotia Community Services District's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification of this section shall survive the termination of this agreement.</p> <p>I have carefully read this release, hold harmless and agree not to sue and fully understand its contents. I am aware that this form is a full release of all liabilities and signed by my own free will.</p> <p>Signature of Authorized Representative: _____ Date: _____</p>			
FOR OFFICE USE ONLY			

Field Hours _____ x \$28	\$	Payment Method: CC Check# _____ Notes:
Light Hours _____ x \$26	\$	
Refundable Deposit	\$	
Other: _____	\$	
TOTAL FEES:	\$	
The above application is:		
<input type="checkbox"/> Approved.		
<input type="checkbox"/> Pending: _____		
<input type="checkbox"/> Denied: _____		
 Staff Signature: _____ Date: _____		

Field Schedule: Team: _____ Month: _____ Year: _____						
SUN	MON	TUES	WED	THU	FRI	SAT

**Scotia Community Service District
Soccer Field Policy**

All organized groups/teams/leagues/organizations are required to file an application for use and receive approval prior to use of the field. All groups exceeding 25 people are required to make a reservation. The deadline for field reservations is 2 days in advance.

Sports allowed on these fields are: softball, baseball, lacrosse, cricket, soccer, football, kickball, rugby & Australian Rules Football. Golf is not allowed in any Scotia Sports Facility.

Field Use Fees:

Field Rental	\$28 per hour
--------------	---------------

All soccer field users will be charged an hourly rental fee for sports field use, including practices, leagues, and tournaments. There is a two-hour minimum for field reservations.

Please note, fees are subject to change. See the Scotia Community Services District Master Fee Schedule for current rental rates and fees.

Long-Term Rentals:

The hourly field rental fee does not apply to long-term reservations for Scotia or Eel River Valley based youth non-profit organizations regular season and playoff games. All other fees, including lights, will be charged and must be paid prior to use. To apply for this fee waiver, proof of non-profit status and insurance must be submitted along with all dates for the season.

Groups that do not qualify for the fee waiver may still apply for long-term reservations. Insurance and season dates are required and fees will be billed on a monthly basis. Preference is given to returning groups and then to new Scotia or Eel River Valley based youth non-profit organizations.

General Policies:

All parks shall be open to the public between sunrise and sunset. No person shall enter or remain in any park between the hours of sunset. and sunrise, except when engaged in an activity scheduled or permitted by the Scotia Community Services District. All permitted events shall conclude at 10 p.m. Sunday-Thursday and at Midnight on Friday and Saturday. Overnight use is prohibited.

No alcoholic beverages of any type are allowed on parks or fields.

Sports fields will be permitted for the appropriate use only, per the District policies.

Amplified sound is not allowed on parks and fields without prior written approval. This includes music, musical instruments, and loudspeakers.

For all field reservations, the Scotia Community Services District reserves the right to close the fields due to inclement weather or for the purpose of maintenance. Please call the District office at (707) 764-3030 for updates on field conditions. Fields may be closed on days that have rain, or on days where there is standing water on the fields.

To avoid a cancellation fee, cancellation of reservations shall be made as soon as possible prior to the date of the event, but in no event shall cancellation occur less than 24-hours before the reservation. Cancellations within the 24-hour window prior to the event shall be subject to payment of 50% of the full reservation amount. To ensure receipt of a cancellation notice, cancellations shall be made in writing whenever possible to infoscotiacsd@gmail.com and a phone message shall also be left at (707) 764-3030.

Liability Insurance:

The Scotia Community Services District will accept field applications from one representative per policy. If an organization is covering several teams under their joint policy, all teams must be named on the policy. A Certificate accompanied by an additional insured endorsement in the amount of \$1,000,000 general liability is required for all reservations. The applicant will be responsible for any and all damage to Scotia Community Services District premises, equipment, and property. If additional maintenance is required, in excess of normal cleaning services/time, the applicant will be charged accordingly. The applicant will be held responsible for all actions, behavior, and damages caused by his/her guests/attendees.

**Scotia Community Services District
Soccer Field Use Application**

A \$25.00 application fee (long/short term field use) or a \$100 application fee (Tournament use) must accompany completed application to be considered. The application fee will be applied to the rental if approved. 100% of the contract fees will be due prior to contract start date. **One application and fee must be submitted for each facility requested.**

Circle One: TOURNAMENT LONG TERM FIELD USE SHORT TERM FIELD USE
(5 dates or less)

GENERAL INFORMATION			
League/Group Name:			
Organization Name:		E-Mail address:	
Primary Contact:		Primary Phone #:	
Address:		Alternate Phone #:	
City/State/Zip Code:			
Sport:	Attendance Total:	Adults:	Youth (under 18):
Sport Field Requested:			
Date(s) of Use:			
Time of Use:		Additional Needs:	
CLASSIFICATION INFORMATION (please answer all questions)			
Non-Profit Organization? <input type="checkbox"/> YES <input type="checkbox"/> NO		If yes, please provide Tax ID # _____	
Fund-raising Event? <input type="checkbox"/> YES <input type="checkbox"/> NO		Will items be sold? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Event open to public? <input type="checkbox"/> YES <input type="checkbox"/> NO		Will a fee be charged? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Will amplified sound be used? <input type="checkbox"/> YES <input type="checkbox"/> NO		Additional Services needed? _____	
		I have read the Field Use Policies <input type="checkbox"/> YES <input type="checkbox"/> NO	
HOLD HARMLESS AGREEMENT			
<p>To the fullest extent permitted by law, Lessee shall hold harmless, defend at its own expense, and indemnify Scotia Community Services District its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of Lessee or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expense arising from Scotia Community Services District's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification of this section shall survive the termination of this agreement.</p> <p>I have carefully read this release, hold harmless and agree not to sue and fully understand its contents. I am aware that this form is a full release of all liabilities and signed by my own free will.</p> <p>Signature of Authorized Representative: _____ Date: _____</p>			

FOR OFFICE USE ONLY		
Field Hours _____ x \$28	\$ _____	Payment Method: CC Check# _____
Refundable Deposit \$ _____	\$ _____	Notes:
Other: _____	\$ _____	
TOTAL FEES:	\$ _____	
The above application is:		
<input type="checkbox"/> Approved.		
<input type="checkbox"/> Pending: _____		
<input type="checkbox"/> Denied: _____		
 Staff Signature: _____ Date: _____		

Field Schedule: Team: _____ Month: _____ Year: _____						
SUN	MON	TUES	WED	THU	FRI	SAT

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") is made and entered into as of _____, 2019 ("Effective Date"), by and between Scotia Community Service District ("LANDLORD"), and Scotia School District ("TENANT"). LANDLORD and TENANT may be referred to hereinafter individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, LANDLORD is the owner of that certain real property located at _____, California ("Property"), which contains an enclosed building on it which is the proper size to park school bus(es). The building to be leased is more particularly described in Exhibit A, attached hereto ("Leased Premises"); and

WHEREAS, TENANT requires a location to store and protect their school bus(es); and

WHEREAS, the Parties agree that it is in their mutual best interest and the best interest of the community that the LANDLORD leases the Leased Premises to the TENANT, under the terms and conditions set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

1. AGREEMENT TO LEASE. Subject to the terms and conditions of this Agreement, LANDLORD hereby leases to TENANT, and TENANT hereby leases from LANDLORD, the Leased Premises.

2. TERM. The term of this Agreement ("Term") shall be for a period of _____ years commencing on the Effective Date of this Agreement and expiring on _____, unless such Term is sooner terminated as hereinafter provided.

3. RENTAL. As consideration for this Agreement, TENANT shall be obligated to pay to the LANDLORD as rent for the Leased Premises, the amount of \$.25 per square foot per month, payable in advance, commencing on the Effective Date.

4. USE RESTRICTION; QUALIFICATIONS OF TENANT; PERMITS.

(a) TENANT agrees to only allow use of the Leased Premises, with prior written approval of Scotia Community Services District (SCSD) General Manager. TENANT agrees to cooperate with LANDLORD for the mutual and beneficial use of the Leased Premises only for TENANT's permitted and approved purposes and uses ("Permitted Uses").

(b) TENANT covenants that it shall only use the Leased Premises for storage

of school busses. It shall not be used for any personal use or storage for the TENANT or its employees/contractors.

(c) TENANT agrees that it will obtain, or has obtained, and that it will maintain any necessary permits, approvals, and licenses for the operation and maintenance of the Leased Premises. District agrees to fully cooperate with the TENANT in obtaining or maintaining any such permits, approvals, or licenses and will execute any applications, certificates, or other documents required in connection therewith.

5. MAINTENANCE AND REPAIR; NOTICE OF DANGEROUS OR DEFECTIVE CONDITIONS.

(a) As additional consideration for this Agreement, TENANT shall do all things necessary, at its sole cost and expense, and be solely responsible for maintaining and repairing the Leased Premises in a sanitary, safe, and attractive condition, subject to LANDLORD's reasonable satisfaction.

LANDLORD shall not be required to undertake any of the above-maintenance or repair responsibilities, and the parties understand and agree to the terms of this Lease. LANDLORD shall not be liable or responsible to pay for any operating costs or insurance.

(b) TENANT shall also comply with Education Code sections 17609, et seq. and Education Code section 48980.3, and all other laws, statutes, codes, ordinances, rules and regulations applicable to the application or use of pesticides and/or anti-microbial substances. Prior to the application or use of such pesticides or other anti-microbial substances, TENANT shall notify LANDLORD at least fourteen (14) days in advance in writing, which notification shall specify by name the pesticides and/or anti-microbial substances that TENANT proposes to use or apply such pesticides or other anti-microbial substances. The use or application of such pesticides and/or anti-microbial substances shall be subject to LANDLORD's prior written consent, and LANDLORD shall reserve the right to require TENANT to post approved notices on or about the Leased Premises prior to the use of such substances. In addition, and at no cost to LANDLORD, TENANT shall remove all litter and other debris during the Term.

(c) TENANT represents and warrants that it has investigated the Leased Facilities and, as of the Effective Date, is aware of its condition. TENANT covenants to report to the District any dangerous or defective conditions observed from time to time on the surrounding property and buildings of the District, including the Leased Premises, immediately upon discovery by the TENANT of such conditions.

6. ALTERATIONS TO THE LEASED PREMISES. TENANT may not make alterations, improvements, modifications or add new construction to the Leased Premises

without written permission of the SCSD General Manager.

7. SIGNAGE. Should TENANT desire to place signage on or about the Leased Premises, such signage shall be at TENANT's sole cost and expense and shall also comply with all applicable laws related to such signage. TENANT at its sole cost and responsibility shall remove signage at the expiration of the Term or any additional Term, as applicable.

8. UTILITIES, COSTS, AND FEES. TENANT shall be solely liable, responsible for, and shall promptly pay, all charges for gas, electricity, or any other utility used or consumed by TENANT on the Leased Premises.

9. LIENS AND ENCUMBRANCES; EASEMENTS. At no cost to LANDLORD, TENANT shall keep the Leased Premises free from any liens or encumbrances. TENANT shall promptly pay all claims for labor or materials furnished or alleged to have been furnished to or for TENANT at or for use in the Leased Premises, which claims are or may be secured by any mechanics' or materialmen's lien against the Leased Premises or any interest therein. LANDLORD may record, post, and maintain notices of non-responsibility in and on the Leased Premises.

10. HAZARDOUS MATERIALS. Except for any pesticides or anti-microbial substances used on or about the Leased Premises pursuant to Section 5 above, and any storage tanks or other facilities for specified Hazardous Materials designated in Exhibit B, TENANT shall not use, maintain, or keep any Hazardous Materials, other than ordinary cleaning supplies and waste, on or in the Leased Premises without LANDLORD's prior written approval. TENANT shall promptly give notice to LANDLORD of any Hazardous Materials dispersal or spill, or Hazardous Materials claim, of which it is aware. TENANT shall indemnify and hold LANDLORD harmless from any and all claims, costs, damages, penalties or liabilities arising out of TENANT's use or release of any Hazardous Materials at, in or on the Leased Premises. The foregoing indemnification obligation shall survive the expiration or earlier termination of this Agreement. The term "Hazardous Materials" as used in this Agreement shall mean any products, substances, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be on the premises, is either (a) potentially injurious to the public health, safety or welfare and environment of the premises, (b) regulated or monitored by any governmental authority, or (c) a basis for liability of LANDLORD to any governmental agency or third party under any applicable statute or common law theory. Hazardous Materials shall include, but not be limited to, hydrocarbons, MTBE, petroleum, gasoline, crude oil, or any products, by-products, or fractions thereof.

11. DEFAULT. Each Party shall assure that each of their respective obligations under this Agreement are fully discharged and timely performed. Should there be a default in the performance of any term, covenant, condition or agreement contained herein, and should such default not be corrected within at least ten (10) days (unless a different time period is specified) after the defaulting Party receives written notice from the non-defaulting Party, the non-defaulting Party may in its sole discretion declare this Agreement terminated, rendering its terms automatically null and void (except for TENANT's indemnification obligations), and may additionally pursue any legal remedies available under applicable law. Notwithstanding the

foregoing, if the TENANT breaches the Permitted Uses covenant contained in Section 4, the LANDLORD shall be entitled to immediate possession of the Leased Premises, in addition to any damages provided for hereunder, at law, or in equity.

12. INSURANCE. At no cost to LANDLORD, TENANT will procure and maintain the following insurance policies throughout the Term of this Agreement.

- (a) Comprehensive general liability insurance in an amount not less than \$1,000,000 per occurrence for each bodily injury, property damage, and personal injury arising out of TENANT's alleged or actual omission, act or negligence in the performance or failure to perform its obligations under this Agreement. The insurance will also include, but not be limited to, premises and operations liability, and independent contractors' liability.
- (b) TENANT shall maintain worker's compensation insurance as required by law.
- (c) LANDLORD, its officers, agents and employees, shall be named as additional insureds on the above policies. The insurance carried by TENANT is primary to any insurance policies maintained by LANDLORD, and no insurance held or owned by LANDLORD will be called upon to contribute to a loss covered by TENANT's policies. TENANT's insurance policy will not be canceled or materially changed without first giving 30 calendar days' prior written notice to LANDLORD. Neither the existence of any of the insurance coverages required under this Agreement nor the minimum coverage limits specified herein with respect to any such coverage shall be deemed to limit or restrict in any way TENANT's indemnification obligations under this Agreement. Insurance coverages required under this Agreement shall be provided under either: (i) valid and enforceable policies issued by insurance companies legally authorized to do business in the State of California; or (ii) a program of self-insurance meeting all requirements of California law applicable to insurance coverage of that nature. Prior to accessing or using the Leased Premises, TENANT shall deliver to LANDLORD properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above in this Agreement. If and to the extent that TENANT shall fail to maintain any of the policies of insurance required hereunder, LANDLORD may, at its discretion, procure such insurance coverage as it deems required at the sole cost and expense of TENANT.

13. INDEMNIFICATION. TENANT accepts all responsibility for loss or damage to any person or entity, and to defend and hold harmless and release LANDLORD, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses, including attorneys' fees and costs through trial and on appeal, that may be asserted by any person or entity, arising out of or in connection with this Agreement or the tortuous acts, errors, or omissions of TENANT, its officers, agents, employees, participants, volunteers, and invitees, whether or not there is concurrent passive or active negligence on the part of TENANT, but excluding liability due to the sole negligence or willful misconduct of LANDLORD. This

indemnification obligation shall survive the expiration or earlier termination of this Agreement. TENANT will also be liable to LANDLORD for any loss or damage to LANDLORD's property arising from or in connection with TENANT's performance, omission and/or activities under this Agreement.

14. TERMINATION. Either party may, by written notice, terminate all or any part of this Agreement at any time and without cause by giving written notice to the other party of such termination, and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. Upon termination, LANDLORD shall be compensated only for those Services which have been adequately rendered to LANDLORD.

15. NON-DISCRIMINATION. TENANT covenants that it shall not discriminate upon the basis of race, color, creed, religion, sex, marital status, age, disability, national origin, or ancestry, in connection with this Agreement or use of the Leased Facilities.

16. ASSIGNMENT. This Agreement, the terms and conditions herein and rights and privileges herein are personal to TENANT and are not assignable without the prior written consent of LANDLORD.

17. NO WAIVER. The failure by either Party to enforce any term or provision of this Agreement shall not constitute a waiver of that term or provision, or any other term or provision. No waiver by either Party of any term or provision of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing.

18. NOTICE. Any notice required or permitted to be given under the terms of this Agreement shall be mailed by certified mail, with return receipt requested, or personally delivered to the Party to whom such notice is required or permitted to be given hereunder. If mailed, any such notice shall be deemed to have been given three (3) days after deposit in the United States mail. If delivered personally, any such notice shall be deemed to have been given when received by the Party to whom notice is given.

Any notice to LANDLORD shall be addressed as follows:

Scotia CSD
Attn: District Counsel
PO Box 104
Scotia CA, 95565

Any notice to TENANT shall be addressed as follows:

Any change in the above addresses shall be promptly provided to the other Party.

19. ENTIRE AGREEMENT; AMENDMENT. This Agreement constitutes the entire agreement between and LANDLORD and TENANT concerning the subject matter hereof. Any modification, waiver or amendment to this Agreement must be in writing signed by both Parties and approved by the governing boards of the Parties.

20. SEVERABILITY. In the event that one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any of the other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

21. TITLES AND HEADINGS. The titles and headings herein are for reference purposes only and shall not limit or define the meaning of the provisions of this Agreement nor shall they be used to interpret or construe the terms and conditions of this Agreement.

22. APPLICABLE LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. The state courts of the County of Humboldt shall be the exclusive venue for any litigation arising in any way from this Agreement.

23. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same Agreement. A copy, original or facsimile with all signatures appended together shall be deemed a fully executed Agreement.

24. PREVAILING WAGES. TENANT is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are subject to the Prevailing Wage Laws, TENANT agrees to fully comply with such Prevailing Wage Laws.

25. WARRANTY OF AUTHORITY. Each person below warrants and guarantees that s/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement; provided that, with respect to the LANDLORD, such execution shall not be binding on the LANDLORD until this Agreement is approved or ratified by the governing board of the LANDLORD.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the Effective Date first set forth above.

LANDLORD:

Scotia Community Service District

BY: _____

NAME: _____

TITLE: _____

TENANT:

Scotia School District

BY: _____

NAME: _____

TITLE: _____

Exhibit A

LEASED PREMISES

[Attach description/diagram of property that is to be leased]

Exhibit B

PERMITTED HAZARDOUS MATERIALS AND ASSOCIATED STORAGE FACILITIES

As of the Effective Date, the following Hazardous Materials are acknowledged and permitted to be stored at the Leased Premises provided that TENANT is solely liable for the costs, claims, maintenance, licensing, and management of such Hazardous Materials within the permitted storage facilities:

Any additional permitted Hazardous Materials permitted by LANDLORD to be stored on the Leased Facilities shall be in writing and attached hereto as an addendum to this Exhibit B.