



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

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*Thursday, July 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. **PLEASE REMEMBER TO SILENCE ALL CELL PHONES**
- PLEDGE OF ALLEGIANCE**
- B. SETTING OF AGENDA** The Board may adopt/revise the order of the agenda as presented
- C. CONSENT CALENDAR**
1. Approval of Previous Meeting Minutes: June 20, 2019 p. 3
  2. Approval of June 1, 2019 – June 30, 2019 Check Registers p. 10
  3. Approval of Planwest Partners Invoice June 2019 / Times Standard Legal Notices Invoice p. 15
  4. California Form 470 Officer and Candidate Campaign Statement p. 20
  5. Board Member Stipends
- D. PUBLIC COMMENT & WRITTEN COMMUNICATION**  
Regularly scheduled meetings provide an opportunity for members of the public to directly address the SCSD Board Members on any action item that has been described in the agenda for the meeting, before or during consideration of that item, or on matters not identified on the agenda within the Board jurisdiction. Comments are not generally taken on non-action items such as reports or information. Comments should be limited to three minutes.
- E. BUSINESS**
- 1. New Business –**
- a. Receive a presentation from William Rich and Associates on the Winema Theater Historical Assessment **(20 minutes)** p. 24
  - b. Consider Adopting Resolution 2019-15: A Resolution of the Scotia Community Services District (SCSD) Board of Directors Amending the SCSD Bylaws. **(15 minutes)** p. 65
  - c. Consider adopting Resolution 2019-16: FEMA resolution from Cal OES p. 80
  - d. Consider adopting Prentice, Long and Epperson Legal Services Agreement **(15 minutes)** p. 83
  - e. Consider approval of Grant Scope and Fee estimate for the SCSD Water Treatment Plant Replacement Preliminary Engineering Report Proposal (requirement for application for the USDA SEARCH Grant) **(15 minutes)** p. 95
  - f. Consider authorizing the reengagement of Anderson, Lucas, Somerville and Borgess and approve the FY 18/19 Annual Audit. **(20 minutes)** p. 143
  - g. Consider approval of creation of new reserve bank accounts for the SCSD **(5 minutes)** p. 144

## **2. Old Business –**

- a. Review the letter sent to SCSD staff regarding HRC gravel extraction proposal. **(5 minutes)** p. 145
- b. Lot 33 Easement Grant Deed **(5 minutes)** p. 147

## **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:** Update on REC Solar Proposal
4. **Special Counsel's Report:**
5. **Engineer's Report:**
6. **Fire Chief's Report:**
7. **Board Clerk Report:**

**Board Training:**

**Webinar briefing; CSDA's Practical Guide for Creating New Board Member Orientation.**

## **G. ADJOURNMENT**

Next Regular Meeting of the SCSD will be August 15, 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, June 20, 2019 at 5:30 P.M.

- A. **CALL TO ORDER/ ROLL CALL** The regular meeting of the Board of Directors of the Scotia Community Services District convened at 5:32 pm with the following Directors in attendance:

**PLEDGE OF ALLEGIANCE**

Diane Bristol, Director —Present

Paul Newmaker, President—Present

Scott Pitcairn, Director—Present

Susan Pryor, Director—Present

Nina Sellen, Director—Present

Staff Present: Leslie Marshall, GM; Steve Davidson, DE; Jennifer McDonald, BC

- B. **SETTING OF AGENDA** The Board may adopt/revise the order of the agenda as presented.  
**-NO CHANGES-**

C. **CONSENT CALENDAR**

1. Approval of Previous Meeting Minutes; May 16, 2019
2. Approval of May 1, 2019 – May 31, 2019 Check Registers
3. Approval of Planwest Partners Invoices May 2019/Times Standard Legal Notices Invoice

**-NO PUBLIC COMMENT-**

**Motion: To approve the Consent Calendar**

**Motion:** Sellen    **Second:** Pitcairn

**Motion Vote:**

**Ayes:** (5) Bristol, Newmaker, Pitcairn, Pryor, Sellen, **Opposed:** 0, **Absent:**    0, **Abstained:** 0

**Motion Carried?** YES

D. **PUBLIC COMMENT & WRITTEN COMMUNICATION**

GM Leslie Marshall updated the Board with the latest communications from Mike Borger of REC Solar regarding financing options for the Solar infrastructure tentatively proposed to be installed in the log pond. (Presentation on the subject from Mr. Borger occurred at the May 16, 2019 Regular Board meeting)

- Concerns regarding financing due to the young age of the district
- Power Purchase Agreement, the District's preference for financing, at this early stage is doable regardless of number of years the district maintains audited financials for.
- The rate of return required by the investor is a function of the district's credit, so our rates could be higher than we want.
- Director Bristol inquired if we are able to purchase electricity from the (HRC) Power Plant directly.
- GM responded that this is not a possibility as HRC can only sell the power from their grid

directly to PG&E. It is no longer an option for the Power Plant to sell their energy to any other entity.

- A member of the public inquired as to the possibility of applying for grants to help pay for the solar infrastructure as the Blue Lake Rancheria did for their solar infrastructure.
- GM replied that the only way a grant could help us is if we were taking the avenue of buying the solar infrastructure outright. This is not an avenue the district wants to take at this time. The reason being that with a PPA, the equipment is leased and therefore maintenance by REC Solar as opposed to the district. This would be a burden for the district as we only maintain 2 full time staff members.
- Director Bristol commented about the street light in front of her home stating that it stays illuminated until 10am. The concern being if all the streetlights were doing this it could be wasteful and costly.
- DE Davidson response indicated it likely may be a photo cell that needs replacing and we can look into it.

## **E. PUBLIC HEARING**

### **1. Consider adoption of Resolution 2019-12 Scotia Community Services District Board of Directors to Adopt FY 2019-2020 Final Budget**

General Manager's comments:

- Final budget has had no changes since the last meeting
- Budget's account numbers have been updated for continuity with Quickbooks
- 1.5% user fee rate increase (as detailed in the master fee schedule)
  - Director Bristol asked about the process at the end of the approved fee schedule (2021).
  - GM replied that the board will have two options: look at another rate increase or the rates will continue on in perpetuity.
- Planwest's 3-year contract (with 3% annual increase) proposal. The budget details a \$272,000 line item but it is actually coming in at \$261,156 due to rate and position changes.
- Personnel insurance rate increases with SDRMA (we have 3 plans with them) estimating an 11% increase this year.
  - Director Bristol inquired if this increase is an annual occurrence. GM replied that it can be due to the discretion of SDRMA's Board of Directors who approved one this year.
  - We participate in credit incentive programs to deduct costs off of our benefit premiums and other programs that help keep their rates reasonable.
- Director Pitcairn asked if the line item for the Winema theater roof replacement was going to continue to increase.
  - GM replied noting the cost of materials was higher than originally anticipated and the additional steps required for doing work on a historical structure (such as the historical assessment report) are the reasons behind the increase.
  - USDA does have public facilities grants for projects like ADA compliance but things like roofing are not easily attained.

**-NO PUBLIC COMMENT-**

**Motion:** To adopt Resolution 2019-12 Scotia Community Services District Board of Directors to Adopt FY 2019-2020 Final Budget

**Motion:** Bristol    **Second:** Pitcairn

**Motion Vote:**

**Ayes:** (5) Bristol, Newmaker, Pitcairn, Pryor, Sellen, **Opposed:** 0, **Absent:**    0, **Abstained:** 0

**Motion Carried?** YES

**F. BUSINESS**

**1. New Business –**

**a. . Consider approval of Planwest Staffing contract**

- Vanessa Blodgett, Senior Planner and a Partner of Planwest Partners, Inc. was in attendance to introduce herself and represent the Planwest Contract.
- Director Bristol reviewed the staff roles listed in the contract with the GM
- The contract is a 3-year with contract with a 3% annual increase.
- The extension of services is very similar to the year's past with the exception of minor staffing changes and insurance for acquired Planwest company car.

**Motion:** To approve Extension Eight of Agreement Between the Scotia Community Services District and Planwest Partners Inc. for professional services

**Motion:** Pryor    **Second:** Newmaker

**Motion Vote:**

**Ayes:** (5) Bristol, Newmaker, Pitcairn, Pryor, Sellen, **Opposed:** 0, **Absent:**    0, **Abstained:** 0

**Motion Carried?** YES

**b. Informational briefing form Chuck Swanson of SHN (Consulting Engineers and Geologists) re: USDA Grant Funding Options**

- SHN is currently under contract with the SCSD to pursue grant funding for the replacement of the water treatment plant through the state water board.
- Delays with state water board- it is a long process with them.
- SEARCH Grant through the USDA; Special Evaluation and Assistance for Rural Communities and Households is a \$30,000 grant to help develop the preliminary engineering reports that provides the basis for the engineering evaluation that begins the design process assists with acquisition construction money for the project.
- GM noted the public noticing that was done as required by the USDA and that she would bring a scope of work (The SCSD Water Treatment Plant Replacement Preliminary Engineering Report Proposal) from SHN to the next regular board meeting in July.

**-PUBLIC COMMENT-**

- A community member asked about the plan for rebuilding the water plant and how it might

affect the water rates

- GM responded that the process of rebuilding this is built into the water rates and they do not anticipate it affecting those rates.

*This item was informational only and no action was taken.*

**c. Consider adoption of Resolution 2019-13 Revising the Master Fee Schedule**

- Master Fee Schedule is revised every year.
- Language was added from the Service Agreement regarding monthly billing cycles and penalties to the Master Fee Schedule for consistency.

**-NO PUBLIC COMMENT-**

**Motion: To adopt Resolution 2019-13: A Resolution of the Scotia Community Services District Board of Directors Revising the SCSD FY 2019/2020 Master Fee Schedule**

**Motion:** Pitcairn **Second:** Bristol

**Motion Vote:**

**Ayes:** (5) Bristol, Newmaker, Pitcairn, Pryor, Sellen, **Opposed:** 0, **Absent:** 0, **Abstained:** 0

**Motion Carried?** YES

**d. Consider adoption of Resolution 2019-14 Revising the SCSD Public Records Policy**

- Part of the annual review.
- Steve Tyler worked with legal counsel to revise very minor changes to the Public Records Policy regarding specificity of requests.
- Everything the SCSD does is open to the public review, with the exception of personnel files.

**-PUBLIC COMMENT-**

- A community member asked how long we keep public records.
- Different state standards for different documents 3, 5, or 7 years.
- Director Bristol asked if we remove files from the website when the required time is fulfilled.
- GM responded that we likely will not be removing any past documents from the website.

**Motion: To adopt Resolution 2019-14 A Resolution of the Board of Directors of the Scotia Community Services District to revise the SCSD Public Records Policy**

**Motion:** Pryor **Second:** Pitcairn

**Motion Vote:**

**Ayes:** (5) Bristol, Newmaker, Pitcairn, Pryor, Sellen, **Opposed:** 0, **Absent:** 0, **Abstained:** 0

**Motion Carried?** YES

**e. Approve SDRMA Insurance Invoice for Payment**

- We received our annual property and liability invoice from SDRMA. It requires Board approval as it is over the GM's limit of \$25,000 (\$58,482.34)
- This is an 11% increase, but we also get a 5% discount for carrying multiple policies with them as well as for doing various trainings (detailed in their Credit Incentive Program CIP)).
- Director Bristol asked about our (liability) insurance coverage at the museum plaza to which the GM responded that we are indeed covered at all our properties.

**-NO PUBLIC COMMENT-**

**Motion: To Approve SDRMA Insurance Invoice for Payment.**

**Motion:** Pitcairn **Second:** Newmaker

**Motion Vote:**

**Ayes:** (5) Bristol, Newmaker, Pitcairn, Pryor, Sellen, **Opposed:** 0, **Absent:** 0, **Abstained:** 0

**Motion Carried?** YES

**f. Consider submitting a ballot for the SDRMA Board of Directors vacancy**

- Option for the SCSD to vote in the election
- DE Davidson recommended voting for the local candidate Patrick O'Rourke because having local representation would be beneficial for the district.
- Board clerk will mark the ballot and return to SDRMA on behalf of the Board.

**Motion: To Vote for candidate Patrick O'Rourke for the SDRMA Board of Directors vacancy**

**Motion:** Bristol **Second:** Newmaker

**Motion Vote:**

**Ayes:** (5) Bristol, Newmaker, Pitcairn, Pryor, Sellen, **Opposed:** 0, **Absent:** 0, **Abstained:** 0

**Motion Carried?** YES

**2. Old Business –**

**a. Consider HRC gravel extraction proposal**

- GM reviewed all the documents submitted to the SCSD from HRC and tentatively approved a single year extraction.
- HRC had requested stockpiling the gravel on the SCSD property which would have to have been removed by March 31<sup>st</sup>.
- All permits and plans are not current tot the SCSD. They all reference TOS ownership and prior to asset transfer to the SCSD.
- Staff would like to see this postponed before any agreements are reached.
- DE Steve Davidson drafted a memorandum detailing conditions that he recommend the SCSD detail should they choose to proceed.
- Director Sellen asked about requisite permits and if they currently have them. GM replied that at this time they do not have current permits

**Motion: To continue staff negotiations with HRC for their gravel extraction proposal.**

**Motion:** Pryor      **Second:** Pitcairn

**Motion Vote:**

**Ayes:** (5) Bristol, Newmaker, Pitcairn, Pryor, Sellen, **Opposed:** 0, **Absent:** 0, **Abstained:** 0

**Motion Carried?** YES

**b. Museum Plaza**

**i. Lead abatement; review additional proposals for lead abatement**

- We received estimates from Wahlund and Paulson for lead abatement
- Encapsulation was by far the most costly and is not feasible.
- Discussions surrounding TOS and their potential liability since the asset transfer agreement stated that assets be “free and clear”.

**Review Only: NO ACTION**

**Direction to staff to proceed in negotiations with Friends of No. 9 and TOS to possibly share in the cost of lead remediation.**

**ii. Board review of letter sent to Friends of No. 9**

- Fred Runner received our letter from our legal counsel.
- He has been responsive to us and is in discussion with Ken Freed with the county regarding the ADA sidewalk repair.

**Review Only: NO ACTION**

**c. Review legal counsel’s response on behalf of SCSD Board to Humboldt Wind Energy’s Project DEIR.**

- The board reviewed the official response on behalf of the SCSD Board of Directors to the County of Humboldt regarding the Humboldt Wind Energy Project Proposal.
- GM encouraged the board to attend planning commission meetings to further have their voices heard if they have strong opinions regarding the project.

**E. REPORTS**

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

- 1. President’s Report:** none
- 2. Board Director Reports:** none
- 3. General Manager’s Report:**

Water

- Waiting on new river pumps (TOS infrastructure improvements in the Corridor Project)
- Concrete extension on top of the current gallery is complete.

Wastewater

- Additional repairs made to the primary clarifier. Old fence is continuing to come down.

Parks & Rec



- Automated gate was being manipulated to keep it open, so we had Humboldt Fence come down and relocate the emergency shut off switch to prevent that.
  - Cameras are being installed at all the Parks and Rec facilities.
  - All plumbing, pipe supplies, testing supplies etc. have been moved from the Pipe Shop into the Carpenter's Shop.
  - Corridor Project is moving forward.
4. **Special Counsel's Report:** none
  5. **Engineer's Report:** none
  6. **Fire Chief's Status Report:** none
  7. **Board Clerk Report:** none

**Board Training:** None

**F. ADJOURNMENT by Paul Newmaker at 8:07pm**

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

APPROVED:

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Paul Newmaker, President

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Date

Board of Directors

Scotia Community Services District

ATTEST:

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Jennifer McDonald, Board Clerk

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Date

Scotia Community Services District

# Scotia Community Services District

## Account QuickReport

As of June 30, 2019

Type	Date	Num	Name	Memo	Amount	Balance
<b>10000 - RCB Checking 28239</b>						1,078,354.77
Bill Pmt -Check	06/01/2019	50807	Town of Scotia	Mortgage payment for 400 ...	-1,049.21	1,077,305.56
Bill Pmt -Check	06/01/2019	50808	Advanced Security		-153.00	1,077,152.56
Deposit	06/04/2019			Deposit	1,003.17	1,078,155.73
Liability Check	06/04/2019	E-pay	EDD	093-5926-6 QB Tracking # ...	-302.47	1,077,853.26
Liability Check	06/04/2019	E-pay	United States Treas...	82-1570573 QB Tracking #...	-1,271.48	1,076,581.78
Bill Pmt -Check	06/04/2019	50811	Fortuna Ace	Inwall Timer	-20.60	1,076,561.18
Bill Pmt -Check	06/04/2019	50812	Johnson's Mobile R...	Temporary fencing	-235.33	1,076,325.85
Bill Pmt -Check	06/04/2019	50813	Pacific Paper	Office Supplies	-139.08	1,076,186.77
Bill Pmt -Check	06/04/2019	50814	Prentice, Long & Ep...	Policy, board meeting, envi...	-1,700.00	1,074,486.77
Bill Pmt -Check	06/04/2019	50815	Redi-Rents	mower trailer hitch tractor	-272.40	1,074,214.37
Bill Pmt -Check	06/04/2019	50816	SHN	Engineering services	-280.00	1,073,934.37
Bill Pmt -Check	06/04/2019	50817	USA Blue Book		-236.77	1,073,697.60
Bill Pmt -Check	06/04/2019	50818	Wildwood Saw	.105 Stihl Premium Line	-17.31	1,073,680.29
Liability Check	06/05/2019		QuickBooks Payroll ...	Created by Payroll Service ...	-1,642.95	1,072,037.34
Check	06/05/2019	50810	John Hancock USA	PARS #86360	-511.19	1,071,526.15
Bill Pmt -Check	06/05/2019	50819	Eureka Oxygen	Fuel for blowtorches	-176.48	1,071,349.67
Bill Pmt -Check	06/05/2019	50820	SDRMA	7724	-1,203.60	1,070,146.07
Bill Pmt -Check	06/05/2019	50821	SHN	Lead sampling/flood inund...	-4,125.48	1,066,020.59
Paycheck	06/06/2019	DD1023	Brandon W. Wishneff	Direct Deposit	0.00	1,066,020.59
Paycheck	06/06/2019	50809	Owen K. Farmer		-2,070.99	1,063,949.60
Deposit	06/06/2019			Deposit	392.72	1,064,342.32
Deposit	06/06/2019			Deposit	378.12	1,064,720.44
Bill Pmt -Check	06/06/2019	50822	PG&E		-18,211.44	1,046,509.00
Bill Pmt -Check	06/11/2019	50823	North Coast Laborat...	INV Nos:146209,*252,*267...	-1,838.00	1,044,671.00
Bill Pmt -Check	06/11/2019	50824	Recology Eel River	496525 & 505547	-29.02	1,044,641.98
Bill Pmt -Check	06/11/2019	50825	Renner Petroleum	49589	-957.61	1,043,684.37
Deposit	06/11/2019			Deposit	1,709.98	1,045,394.35
Deposit	06/11/2019			Deposit	300.20	1,045,694.55
Deposit	06/11/2019			Deposit	25.00	1,045,719.55
Bill Pmt -Check	06/11/2019	50826	Jonathon Penny	Biweekly mowing and trim...	-210.00	1,045,509.55
Transfer	06/11/2019			Transfer For Fee	35.00	1,045,544.55
Transfer	06/11/2019			Transfer For Fee	35.00	1,045,579.55
Transfer	06/11/2019	EFT		Funds Transfer	35.00	1,045,614.55
Check	06/14/2019	Autopay	PG&E	Account # 9297561150-7	-636.73	1,044,977.82
Check	06/14/2019	Autopay	PG&E	Account # 7433349765-4	-10.18	1,044,967.64
Check	06/14/2019	Autopay	PG&E	Account 4470205658-9	-20.37	1,044,947.27
Check	06/14/2019	Autopay	PG&E	Account # 9999103557-9	-13.14	1,044,934.13
Check	06/15/2019		1098 Greg Clark	Deposit Refund	100.00	1,045,034.13
Check	06/15/2019		1099 Tracey & Julia ...	Deposit Refund	100.00	1,045,134.13
Check	06/15/2019		1101 Juan & Chelse...	Deposit Refund	100.00	1,045,234.13
Check	06/15/2019		1103 Patrick & Juani...	Deposit Refund	100.00	1,045,334.13
Liability Check	06/18/2019	E-pay	EDD	093-5926-6 QB Tracking # ...	-265.67	1,045,068.46
Liability Check	06/18/2019	E-pay	United States Treas...	82-1570573 QB Tracking #...	-1,179.20	1,043,889.26
Bill Pmt -Check	06/18/2019	50828	John Hancock USA	PARS #86360	-522.56	1,043,366.70
Deposit	06/18/2019			Deposit	1,473.19	1,044,839.89
Deposit	06/18/2019			Deposit	171.72	1,045,011.61
Check	06/18/2019	Autopay	PG&E	Account # 3952156073	-98.21	1,044,913.40
Bill Pmt -Check	06/18/2019	50830	NTU Technologies	960, 1 (275-gallon) tote	-3,687.19	1,041,226.21

1:53 PM

07/17/19

Accrual Basis

**Scotia Community Services District**  
**Account QuickReport**  
**As of June 30, 2019**

Type	Date	Num	Name	Memo	Amount	Balance
Bill Pmt -Check	06/18/2019	50831	PARS	SCO020	-300.00	1,040,926.21
Bill Pmt -Check	06/18/2019	50832	Planwest Partners	Staffing Services	-15,968.95	1,024,957.26
Bill Pmt -Check	06/18/2019	50833	Steves Septic	Pumped 2500 gallons from...	-750.00	1,024,207.26
Bill Pmt -Check	06/18/2019	50834	Thatcher Company	402298	-2,409.13	1,021,798.13
Bill Pmt -Check	06/18/2019	50835	Redi-Rents	Mower and trailer for Parks...	-198.16	1,021,599.97
Liability Check	06/19/2019		QuickBooks Payroll ...	Created by Payroll Service ...	-1,575.58	1,020,024.39
Deposit	06/19/2019			Deposit	992.36	1,021,016.75
Paycheck	06/20/2019	DD1024	Brandon W. Wishneff	Direct Deposit	0.00	1,021,016.75
Paycheck	06/20/2019	50829	Owen K. Farmer		-1,901.64	1,019,115.11
Deposit	06/20/2019			Deposit	197.82	1,019,312.93
Bill Pmt -Check	06/20/2019	50836	Jonathon Penny	Monthly cleaning of CSD O...	-135.00	1,019,177.93
Deposit	06/20/2019			Deposit	253.59	1,019,431.52
Deposit	06/25/2019			Deposit	2,514.42	1,021,945.94
Deposit	06/25/2019			Deposit	386.57	1,022,332.51
Check	06/25/2019	Autopay	AT&T	Internet	-40.00	1,022,292.51
Bill Pmt -Check	06/25/2019	50837	Jonathon Penny	csd office/museum area/ tr...	-210.00	1,022,082.51
Bill Pmt -Check	06/25/2019	50838	Precision Intermedia	web hosting fee	-42.00	1,022,040.51
Deposit	06/26/2019			Deposit	883.48	1,022,923.99
Bill Pmt -Check	06/26/2019	50839	Redi-Rents	Limb removal at Museum a...	-132.13	1,022,791.86
Bill Pmt -Check	06/26/2019	50840	California Rural Wat...	System Membership Applic...	-519.00	1,022,272.86
Deposit	06/27/2019			Deposit	1,205.93	1,023,478.79
Bill Pmt -Check	06/27/2019	50841	Mobley Construction	Vac Truck	-1,000.00	1,022,478.79
Deposit	06/27/2019			Deposit	31,913.66	1,054,392.45
Total 10000 · RCB Checking 28239					-23,962.32	1,054,392.45
<b>TOTAL</b>					<b>-23,962.32</b>	<b>1,054,392.45</b>

Scotia Community Services District  
Account QuickReport  
As of June 30, 2019

Type	Date	Num	Name	Memo	Original Amount	Paid Amount	Balance
12000 · RCB Savings 10367							106,498.83
Total 12000 · RCB Savings 10367							106,498.83
TOTAL							106,498.83

Scotia Community Services District  
Account QuickReport  
As of June 30, 2019

Type	Date	Num	Memo	Original Amount	Paid Amount	Balance
12100 · RCB Cust Deposit Savings 10797						5,410.87
Deposit	06/05/2019		Deposit	135.00	135.00	5,545.87
Deposit	06/26/2019		Deposit	200.00	200.00	5,745.87
Total 12100 · RCB Cust Deposit Savings 10797					335.00	5,745.87
TOTAL					335.00	5,745.87

Scotia Community Services District  
Account QuickReport  
As of June 30, 2019

Type	Date	Num	Name	Memo	Amount	Balance
11000 · RCB CD 10929						50,275.74
Total 11000 · RCB CD 10929						50,275.74
TOTAL						50,275.74



## INVOICE

**DATE:** June 30, 2019  
**TO:** Paul Newmaker, Board President  
Scotia Community Services District

**INVOICE #** 19-226-06

Approved for Payment

**PROJECT:** Scotia Community Services District Staffing Services for June 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 to all incoming correspondence. Checked SCSD e-mail, mail, phone messages. Staff meetings, operations meetings, etc.

#### **1.2 Policies, Procedures, Ordinances**

Review of Bylaws in relation to Board Policies, Master Fee Schedule, Public Records Policy

#### **1.3 Community Meetings Preparation and Attendance**

Met with parties on various District matters. HRC re: gravel bar, water rights, road maintenance, parks. Construction Meetings for Corridor Project

#### **1.4 CSD Board Meeting Preparation**

Prepared agenda and board packet and attended regular meeting on June 20<sup>th</sup>.

#### **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. General e-mail responses/correspondence.

#### **1.7 Budgeting**

General budget review.

#### **1.8 Grant Research and Writing**

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

#### **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. State Annual Reporting for water, Consumer Confidence Report. Continued to develop contracts for disc golf, baseball field, soccer field, and carpenter shop. Installed cameras for facilities.



**Services June 2019**

Principal*	0 hours @ \$108 per hour	\$ 0.00
General Manager*	125 hours @ \$62 per hour	\$ 7,750.00
Asst. GM*	36 hours @ \$58 per hour	\$ 2,088.00
District Engineer	16 hours @ \$58 per hour	\$ 928.00
W/WW Operations Superintendent	13.75 hours @ \$58 per hour	\$ 797.50
GIS Analyst	1.00 hours @ \$62 per hour	\$ 62.00
Assistant Planner	0 hours @ \$50 per hour	\$ 0.00
Planning Tech/Admin/Clerk*	130.25 hours @ \$20.25 per hour	\$ 2,637.56
Times Standard Notices (May & June)**		\$ 631.25
Mileage Expenses	931.40 miles @ \$ 0.58/ mile	\$ 540.21
<b>AMOUNT THIS INVOICE # 19-226-06</b>		<b>\$ 15,434.52</b>

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

\*\* May Times Standard Amount left out of invoice total, so included in June Invoice

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



## Scotia CSD: Planwest Partners Staffing Scope 5 - June 2019

			Planwest Partners Inc.									
Task	Budget	May	General Manager LM	Asst. GM ST	Engineer SD	Operations Super-intendent BG	GIS Analyst JB	Planning Tech/Admin JM	Expense	June Total	Year to Date Total	Remaining Budget
Rate	192,000		\$62	\$58	\$58	\$58	\$62	\$20.25				
<b>Task 1 - General Board Secretary/Clerk/Interim General Manager Duties</b>	<b>\$100,000.00</b>									<b>\$9,883.02</b>	<b>\$121,395.37</b>	<b>-\$21,395.37</b>
1.1 Administrative Duties		\$3,567.01	20.50	4.00				35.75	\$1,171.46	\$3,398.40	\$46,576.37	
1.2 Policies, Procedures, Ordinances		\$144.25	5.00	2.00				3.25		\$491.81	\$6,380.19	
1.3 Community Meetings prep & attendance		\$379.94	9.00					2.00		\$598.50	\$3,538.88	
1.4 CSD Board Meeting (Prep & Attendance, Minutes)		\$1,268.81	14.50	2.00	4.00			40.25		\$2,062.06	\$23,371.75	
1.5 Bookkeeping, Banking, Billing, and Invoicing		\$1,346.50	10.00					29.00		\$1,207.25	\$14,440.31	
1.6 Website/Emails/File Management		\$889.63	7.25				1.00	20.00		\$916.50	\$9,218.25	
1.7 Budgeting		\$338.06		2.00						\$116.00	\$6,496.88	
1.8 Grant Research and Writing		\$31.00	9.00							\$558.00	\$2,112.44	
1.9 Personnel		\$977.25	6.75	2.00						\$534.50	\$9,260.31	
<b>Task 2- Operations/Management</b>	<b>\$92,000.00</b>									<b>\$5,551.50</b>	<b>\$66,004.50</b>	<b>\$25,995.50</b>
2.1 Treated Water, Raw Water, and Distribution		\$2,950.00	9.00	12.00	5.00	2.75				\$1,703.50	\$20,760.00	
2.2 Wastewater Collection, Treatment, Discharge, NPDES		\$2,306.00	12.50	8.00	4.00	11.00				\$2,109.00	\$29,122.00	
2.3 Stormwater and Drainage		\$0.00			2.00					\$116.00	\$677.00	
2.4 CSD Streets & Alleys, Street Lighting		\$0.00								\$0.00	\$356.00	
2.5 Parks Recreation: Community Forest, Theatre, Museum, Carpenter shop, Landscaping		\$1,325.00	18.50	2.00	1.00					\$1,321.00	\$9,937.00	
2.6 Land & Easements		\$445.50	3.00	2.00						\$302.00	\$5,152.50	
<b>Staff Hours</b>			<b>125.00</b>	<b>36.00</b>	<b>16.00</b>	<b>13.75</b>	<b>1.00</b>	<b>130.25</b>	<b>Total Hrs</b>	<b>322.00</b>		
<b>Total</b>	<b>\$192,000.00</b>	<b>\$15,968.95</b>	<b>\$7,750.00</b>	<b>\$2,088.00</b>	<b>\$928.00</b>	<b>\$797.50</b>	<b>\$62.00</b>	<b>\$2,637.56</b>	<b>\$1,171.46</b>	<b>\$15,434.52</b>	<b>\$187,399.87</b>	<b>\$4,600.13</b>

Monthly Expenses	Expense
Mileage: 931.40 @ \$0.58/mile (miles)	\$540.21
Legal Notice - Times-Standard	\$631.25
Printing Expenses	\$0.00
Postage Expenses	\$0.00
<b>Monthly Expense Total</b>	<b>\$1,171.46</b>

**Times-Standard, Tri-City Weekly,  
Humboldt Beacon & Redwood Times**  
PO Box 65230, Colorado Springs, CO 80962-5230  
**Advertising Invoice & Statement**

Return Service Requested

BILLING DATE	BILLING PERIOD	ACCOUNT NUMBER
05/31/19	5/1/2019 - 5/31/2019	2094359
TOTAL AMOUNT DUE	TERMS OF PAYMENT	STATEMENT NUMBER
\$408.12	Due Within 15 Days	0001197687

07272018

To pay the balance on this statement by credit card, please call or email your credit representative shown below.

**Send payment to:**

5106000646 PRESORT PBPS002 <B>



PLANWEST PARTNERS - LEGAL  
1125 16TH ST STE 200  
ARCATA CA 95521-5585

TIMES-STANDARD, TRI-CITY WEEKLY,  
HUMBOLDT BEACON & REDWOOD TIMES  
PO Box 65230  
Colorado Springs, CO 80962-5230



PLEASE DETACH AND RETURN THE UPPER PORTION WITH YOUR PAYMENT

**Times-Standard, Tri-City Weekly,  
Humboldt Beacon & Redwood Times**  
PO Box 65230, Colorado Springs, CO 80962-5230

**STATEMENT OF ACCOUNT**

Send payment to:  
PO Box 65230  
Colorado Springs, CO 80962-5230

BILLING DATE	BILLING PERIOD	TERMS OF PAYMENT	STATEMENT NUMBER	PAGE
05/31/19	5/1/2019 - 5/31/2019	Due Within 15 Days	0001197687	1 of 1

ACCOUNT NUMBER	ACCOUNT NAME
2094359	PLANWEST PARTNERS - LEGAL

CREDIT REPRESENTATIVE	SALES REPRESENTATIVE
Customer Support / 888-454-9588 bayadvcash@medianewsgroup.com	Carmel Bonitatibus / 707-441-0544

**AGING OF PAST DUE AMOUNTS**

CURRENT NET AMOUNT	30 DAYS	60 DAYS	OVER 90 DAYS	UNAPPLIED AMOUNT	TOTAL AMOUNT DUE
\$408.12	\$0.00	\$0.00	\$0.00	\$0.00	\$408.12

DATE	REFERENCE	DESCRIPTION	SIZE/UNITS	RATE	GROSS AMOUNT	NET AMOUNT
04/30/19		Balance Forward				\$227.38
05/21/19	P828663	Payment: Check 5381				(\$227.38)
05/09/19 - 05/15/19	0006337616	Classified Advertising; SCOTIA COMMUNITY SERVICES DISTRICT NOTICE OF ADOPTION OF ORDINANCE NO.2019-1, AMENDING ORDINANCE 2016-2 PARKS & RECREATION NOTICE IS HEREBY GIVEN that the Scoti; Eureka Times-Standard; Legals CLS NC; Times Run: 7	96 Li	\$0.30	\$200.80	\$200.80
05/18/19 - 05/24/19	0006342410	Classified Advertising; Amending ordinance 2016-2; Eureka Times-Standard; Legals CLS NC; Times Run: 7	104 Li	\$0.28	\$207.32	\$207.32
		Thank you for doing business with us.				

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**Times-Standard, Tri-City Weekly,  
Humboldt Beacon & Redwood Times**  
PO Box 65230, Colorado Springs, CO 80962-5230  
**Advertising Invoice & Statement**

Return Service Requested

BILLING DATE	BILLING PERIOD	ACCOUNT NUMBER
06/30/19	6/1/2019 - 6/30/2019	2094359
TOTAL AMOUNT DUE	TERMS OF PAYMENT	STATEMENT NUMBER
\$223.13	Due Within 15 Days	0001203429

07272018

To pay the balance on this statement by credit card, please call or email your credit representative shown below.

**Send payment to:**

7954000604 PRESORT PBPS002 <B>



PLANWEST PARTNERS - LEGAL  
1125 16TH ST STE 200  
ARCATA CA 95521-5585

TIMES-STANDARD, TRI-CITY WEEKLY,  
HUMBOLDT BEACON & REDWOOD TIMES  
PO Box 65230  
Colorado Springs, CO 80962-5230



PLEASE DETACH AND RETURN THE UPPER PORTION WITH YOUR PAYMENT

BILLING DATE	BILLING PERIOD	TERMS OF PAYMENT	STATEMENT NUMBER	PAGE
06/30/19	6/1/2019 - 6/30/2019	Due Within 15 Days	0001203429	1 of 1

ACCOUNT NUMBER	ACCOUNT NAME
2094359	PLANWEST PARTNERS - LEGAL

CREDIT REPRESENTATIVE	SALES REPRESENTATIVE
Customer Support / 888-454-9588 bavadvcash@medianewscroup.com	Carmel Bonitatibus / 707-441-0544

**Times-Standard, Tri-City Weekly,  
Humboldt Beacon & Redwood Times**  
PO Box 65230, Colorado Springs, CO 80962-5230

**STATEMENT OF ACCOUNT**

Send payment to:  
PO Box 65230  
Colorado Springs, CO 80962-5230

**AGING OF PAST DUE AMOUNTS**

CURRENT NET AMOUNT	30 DAYS	60 DAYS	OVER 90 DAYS	UNAPPLIED AMOUNT	TOTAL AMOUNT DUE
\$223.13	\$0.00	\$0.00	\$0.00	\$0.00	\$223.13

DATE	REFERENCE	DESCRIPTION	SIZE/UNITS	RATE	GROSS AMOUNT	NET AMOUNT
05/31/19		Balance Forward				\$408.12
06/25/19	P837178	Payment: Check 5399				(\$408.12)
06/08/19	0006352687	Classified Advertising; FY 2019-2020 Budget Hearing; Eureka Times-Standard; Legals CLS NC	80 Li	\$1.46	\$116.40	\$116.40
06/11/19	0006353086	Classified Advertising; Public Meeting & App for Grant Funding; Eureka Times-Standard; Legals CLS NC	72 Li	\$1.48	\$106.73	\$106.73
		<i>Thank you for doing business with us.</i>				

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COUNTY OF HUMBOLDT  
Office of Elections & Voter Registration

2426 6<sup>th</sup> Street  
Eureka, CA 95501-0788  
707-445-7481  
Fax 707-445-7204

July 8, 2019

Scotia CSD  
PO Box 104  
Scotia, CA 95565

RE: CAMPAIGN STATEMENT (FORM 460)  
OFFICEHOLDER SHORT FORM (FORM 470)

Dear Governing District Board:

This is a friendly reminder that Campaign Statements (Form 460) and Officeholder and Candidate Campaign Short Form Statements (Form 470) **must be filed by all governing board members with the Office of Elections on or before July 31, 2019**. Our records indicate that no governing board member have an open campaign committee and may file a Form 470.

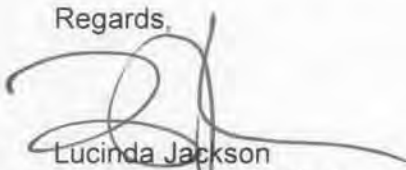
Enclosed are a series of documents to assist your district and governing board members in completing these forms, as follows:

- ✓ Form 470 template (with cover sheet)
- ✓ Filing Schedule (Note: Period covered is always January 1 - December 31)
- ✓ Guide to completing the Form 470

Please communicate to your governing board members the importance of timely filing of Form 460 and Form 470, and provide the enclosed resources to each of your governing board members. Additional forms and resource materials are available at the Fair Political Practices Commission (FPPC) website: <http://www.fppc.ca.gov/forms.html>.

Please feel free to contact me with questions.

Regards,



Lucinda Jackson  
Administrative Analyst  
[ljackson@co.humboldt.ca.us](mailto:ljackson@co.humboldt.ca.us)  
707-445-7481

Scotia CSD

## G. Form 470 – Officeholder and Candidate Campaign Statement – Short Form

The Form 470 must be filed by a candidate or officeholder who does not anticipate raising or spending \$2,000 or more in a calendar year. Payments from the candidate's personal funds used to pay filing or ballot statement fees do not count toward the \$2,000 committee qualification threshold.

The Form 470 may not be used if the candidate or officeholder has an existing controlled committee established for a past election, future election, or ballot measure (including recalls).

There are special exceptions, discussed below, that apply to judges and unpaid elected officeholders (officeholders who receive salaries of less than \$200 per month).

### When to File the Form 470 in Connection With an Election

#### Non-Incumbent Candidates

**Candidates on ballot in first six months of the calendar year.** The Form 470 may be filed with the declaration of candidacy but must be filed no later than the deadline for the first preelection statement.

**Candidates on ballot in last six months of the calendar year.** If the candidate receives contributions or makes expenditures:

- Before June 30: Form 470 must be filed by July 31.
- After June 30: Form 470 may be filed with the declaration of candidacy but must be filed no later than the deadline for the first preelection statement.

Candidates running in an election in the first three months of the year may be required to file the Form 470 in October, November, or December of the previous non-election year, as well as in the election year. Candidates should review the applicable filing schedule.

#### Quick Tip

If the Form 470 is filed and the candidate then raises or spends \$2,000 or more in that calendar year, the candidate must file the Form 470 Supplement, the Form 410, and begin filing the Form 460.

**Ex 1.1 - Non-incumbent judicial candidate Janice Chambers** is listed on the November ballot. She does not intend to raise or spend \$2,000 in connection with her election. By June 30, she had received no contributions and her only expenditures were for the filing and ballot statement fees paid for with her personal funds. Janice is required to file Form 470 by the first preelection filing deadline.

## Officeholder and Candidate Campaign Statement — Short Form - AND - Form 470 Supplement

CALIFORNIA  
FORM

470

### Who Uses Form 470:

Form 470 is for use by officeholders and candidates who:

- do not have a controlled committee;
- do not anticipate receiving contributions totaling \$2,000 or more during the calendar year; and
- do not anticipate spending \$2,000 or more during the calendar year.

Officeholders and candidates who have a controlled committee or who have raised or spent \$2,000, file the Recipient Committee Statement – Form 460.

### Exceptions:

The following individuals seeking or holding office are not required to file campaign disclosure statements (Form 470 or Form 460):

- candidates for county central committee offices that do not raise or spend \$2,000 or more in a calendar year;
- officeholders whose salaries are less than \$200 per month and judicial candidates who have not made or received contributions or made expenditures during non-election years; and
- judges who do not receive contributions and who make personal expenditures of less than \$1,000 or more in non-election years.

### Period Covered:

The period covered is always the calendar year (January 1 through December 31).

### \$2,000 Threshold:

To determine if \$2,000 has been raised or spent, or will be raised or spent, the candidate's personal funds for the filing fee or statement of qualifications are excluded.

A campaign bank account must be established if the candidate receives contributions from other persons.

### When to File:

Ensure campaign deadlines are met. Go to [www.fppc.ca.gov](http://www.fppc.ca.gov) for campaign disclosure filing schedules.

If the Form 470 is filed in connection with an election, or on or before the filing deadline for the first campaign statement required for the calendar year, no additional campaign statements need to be filed for that calendar year as long as total contributions received remain less than \$2,000 and total expenditures made remain less than \$2,000. In most cases, July 31 is the filing deadline for the first campaign statement required to be filed by officeholders and candidates not being voted upon.

The Form 470 is filed in connection with an election if it is filed with the declaration of candidacy, or as a first preelection statement in connection with an election, covering the year of the election. If, after filing Form 470, receipts or expenditures reach \$2,000 or more, see the attached Form 470 Supplement for important reporting requirements.

### Where to File:

#### State Elections:

State officeholders, state candidates, candidates and members of CalPERS and CalSTRS, judges and judicial candidates must file the original and one copy with:

Secretary of State  
Political Reform Division  
1500 11th Street, Room 495  
Sacramento, CA 95814  
Phone (916) 653-6224  
Fax (916) 653-5045  
[www.sos.ca.gov](http://www.sos.ca.gov)

### Additional Copies:

A copy of the Form 470 must also be filed with the candidate's county of domicile's filing officer. CalPERS and CalSTRS board candidates must file a copy of the Form 470 with the relevant CalPERS or CalSTRS office and not the candidate's county of domicile.

### Local Elections:

- Elected officers and candidates for local multi-county agencies file an original and one copy with the elections official for the county with the largest number of registered voters in the district and one copy with the candidate's county of domicile.
- Elected county officeholders and candidates for county offices file an original and one copy with the elections official for that county.
- Elected city officeholders and candidates for city offices file an original and one copy with the city clerk.

**Note:** A local agency may impose additional requirements.

**Amendments:** If you are filing an amendment to a previously filed statement, give a brief explanation of the amendment. Be sure to enter the calendar year covered by the statement you are amending and the date of election, if applicable.

This form was prepared by the Fair Political Practices Commission (FPPC). For detailed information on campaign reporting requirements and the Information Practices Act of 1977, see the FPPC Campaign Disclosure Manual.

Officeholder and Candidate  
Campaign Statement -  
Short Form

Date of election if applicable:  
(Month, Day, Year)

☐ Amendment (Explain Below)

Date Stamp

CALIFORNIA  
FORM 470

For Official Use Only

1. Statement Covers Calendar Year 20 \_\_\_\_.

2. Officeholder or Candidate Information

NAME OF OFFICEHOLDER OR CANDIDATE

STREET ADDRESS

CITY

STATE

ZIP CODE

AREA CODE/DAYTIME PHONE NUMBER

OPTIONAL: FAX / E-MAIL ADDRESS

3. Office Sought or Held

OFFICE SOUGHT OR HELD

JURISDICTION (LOCATION)

DISTRICT NUMBER  
(IF APPLICABLE)

4. Committee Information

List all committees of which you have knowledge that are primarily formed to receive contributions or to make expenditures on behalf of your candidacy.

COMMITTEE NAME AND I.D. NUMBER

COMMITTEE ADDRESS

NAME OF TREASURER

5. Verification

I declare under penalty of perjury that to the best of my knowledge I anticipate that I will receive less than \$2,000 and that I will spend less than \$2,000 during the calendar year and that I have used all reasonable diligence in preparing this statement. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on

DATE

By

SIGNATURE OF OFFICEHOLDER OR CANDIDATE

Clear Form

Print Form

# Scotia Community Services District

## Staff Report

DATE: July 18, 2019

TO: Scotia Community Services District Board of Directors

FROM: Leslie Marshall, General Manager

SUBJECT: Winema Theater Historical Assessment Presentation by William Rich & Associates

---

### **RECOMMENDATION:**

The Administrative staff recommends that the Scotia Community Services District (SCSD) Board receive a presentation by William Rich & Associates for the Winema Theater Historical Assessment.

### **ACTION:**

Provide direction to staff.

### **DISCUSSION:**

The County of Humboldt, Planning and Building Department requires an application for Design Review, with a Historical Assessment included, for the Winema Theater roof repair/replacement project.

Any and all ***new*** construction, ***repairs***, alterations, modifications and additions to ***existing*** buildings within the Scotia residential and commercial areas shall conform with the design guidelines for; the Secretary of Interior's Standards for the Rehabilitation of Historic Resources; all applicable County of Humboldt Ordinances, Regulations, Overlay Zones and Codes and all applicable local, State and Federal Codes and Regulations.

At the December 20, 2018 Board meeting the SCSD Board approved administrative staff to contract with William Rich and Associates to prepare and present a Historical Assessment for the Winema Theater to the SCSD Board, for review, comment, *and* submission to the County of Humboldt, to meet the Design Review requirements.

William Rich and Associates found that the proposed treatments to the Winema Theatre are consistent with the Secretary of the Interior's Standards for Rehabilitation of a historic property. Considering that composite shingles are manufactured with compatible qualities of the original type of cladding, used to cover the roof nearly 100 years ago; can also provide up to 40 years of warranty; are fire resistant and cost effective, it is recommended that this approach to replacement would be an appropriate treatment.

### **FISCAL IMPACT:**

\$4,784.45

### **ATTACHMENTS:**

Winema Theater Assessment by William Rich and Associates



---

**An Historical Assessment for the  
Winema Theater Roof Project  
Scotia, Humboldt County, California**



*Prepared by:*

William Rich, M.A., Jill Macdonald, M.A. and Jim Garrison, B.A.  
William Rich and Associates  
P.O. Box 184  
Bayside, CA 95524

*Prepared for:*

Leslie Marshall, General Manager  
Stephen Tyler, Assistant General Manager  
Scotia Community Services District  
400 Church Street  
Scotia, CA 95565

June 2019

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## APPENDIX A – Roofing Quotes

**Cover Photo:** View of front façade of the Winema Theatre in 2018.

## 1.0 INTRODUCTION

In 2019, an historical resources assessment was conducted by William Rich and Associates (WRA) on behalf of the Scotia Community Services District (SCSD) to address replacement of the existing roofing shingles on the Winema Theater in Scotia, Humboldt County, California. The Winema Theater is a 104-year-old classical style building with a “rustic” redwood theme. The building is unique, and represents an irreplaceable historical resource, and is listed as a primary contributing building to the National Register eligible historical townsite of Scotia (Takano 2007). The existing roof is clad in sawn redwood shingle placed on the building subsequent to the 1950s. The existing condition of the shingle is poor with an advanced state of decay, missing shingles, deterioration, and leaking areas causing interior moisture. Immediate attention is needed to stabilize ongoing and potential moisture related damage associated with the compromised and aged condition of the roof covering. The SCSD is exploring various alternatives to new roofing material and seeking recommendations that will preserve the historic fabric of the building.

The theatre is located at 117 Main Street, on Assessor’s Parcel Number (205-431-016), and occupies a portion of the block between the reconstructed commercial buildings to the east, and the commercial building to the west. Specifically, the theatre is located in the southeast of the northeast east of Section 7, Township 1 North, Range 1 East (Humboldt Meridian), as shown on the 7.5’ USGS Topographic Quadrangle Map, Scotia (1970) (Figure 1). This property is owned by the SCSD and continues to be used for community gatherings.

Humboldt County is responsible for the review and approval process for proposed alterations, additions, demolition and new construction that may impact an historic resource. The Scotia Design Guidelines established in 2007 provide guidance to the County and act as a reference for decision making when determining acceptable repairs, alterations, and additions within Scotia’s historic area primarily, but not limited to, contributing resources (Takano 2007). The *Secretary of Interior’s Standards for Rehabilitating Historic Buildings* is an essential document when considering renovation and rehabilitation of Scotia’s historic and cultural resources.

This assessment will help inform the County of the need for a replacement of the existing wood shingle roof cladding and to direct its replacement with an acceptable product by exploring alternatives, while ensuring minimal loss, damage or irreversible adverse effects to the historic fabric of the building. To reach this end, this assessment explores the following:

- History of the construction, alterations, uses, and significant events at the building based on physical and documentary evidence.
- Current conditions of the building and protective roof cladding.
- Significant and character defining features of the building and how that contributes to the historical Scotia Townsite.

- Current proposed roofing project in relation to the existing and historic roof surface.
- Review of available and cost-efficient roofing products.
- Recommendation for new roof cladding consistent with Secretary of Interior Standards for Rehabilitation of historical buildings.

This assessment was completed by William Rich, M.A. with the help of local historian James Garrison, B.A. Mr. Garrison provided his expertise in researching the history of the Town of Scotia. In addition, historic preservation professional Jill Macdonald, M.A. contributed her knowledge and opinion of the theatre's architectural merit and proposed project, as presented in this report. All three authors visited the building and were given an interior tour by Assistant General Manager Steven Tyler on October 23, 2018.

## 2.0 REGULATORY FRAMEWORK

### 2.1 SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

Section 106 of the NHPA prescribes specific criteria for determining whether a project would adversely affect a historic property, as defined in 36 CFR 800.5. An impact is considered significant when prehistoric or historical archaeological sites, structures, or objects listed in or eligible for listing in the National Register of Historic Places (NRHP) are subject to the following effects:

- physical destruction of or damage to all or part of the property;
- alteration of a property;
- removal of the property from its historic location;
- change of the character of the property's use or of physical features within the property's setting that contribute to its historic significance;
- introduction of visual, atmospheric, or audible elements that diminish the integrity of the property's significant historic features;
- neglect of a property that causes its deterioration; and
- transfer, lease, or sale of the property.

Historic property significance is evaluated in terms of eligibility for listing in the NRHP. NRHP significance criteria applied to evaluate the historic properties in this study are defined in 36 CFR 60.4 as follows: The quality of significance in American history, architecture, archaeology, engineering, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, association, and

- A. that are associated with events that have made a significant contribution to the broad patterns of our history; or
- B. that are associated with the lives of persons significant in our past; or
- C. that embody the distinctive characteristics of type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- D. that have yielded, or may be likely to yield, information important in prehistory or history.

#### Relationship to Project

The Town of Scotia is considered eligible to the National Register of Historic Places, as an historic district, although no formal designation via nomination has been made (Takano 2007, SHN 2009:vi, 2-12). Structures identified as contributing to the historic district include the Winema Theatre, and the theatre's individual eligibility is discussed in Section 5.0.

### 2.2 CALIFORNIA ENVIRONMENTAL QUALITY ACT

CEQA establishes statutory requirements for the significance of historical resources in PRC Section 21084.1. Section 21084.1 defines historical resources as those listed on or

eligible for listing on the California Register of Historical Resources (CRHR). The CRHR establishes 50 years as the period in which sufficient time has passed to allow a scholarly perspective in understanding the historic importance of a resource. An historical resource must be significant at the local, state, or national level under one or more of the following four criteria:

- 1) It is associated with events that have made a significant contribution to the broad patterns of local or regional history, or the cultural heritage of California or the United States;
- 2) It is associated with the lives of persons important to local, California, or national history;
- 3) It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master or possesses high artistic values;  
or
- 4) It has yielded, or has the potential to yield, information important to the prehistory or history of the local area, California, or the nation.

An historical resource must also retain the integrity of its physical identity that existed during the resource's period of significance. The CRHR is evaluated with regard to the retention of location, design, setting, materials, workmanship, feeling, and association. As noted above, under CEQA, a project may have a significant effect on the environment if the project could result in a substantial adverse change in the significance of a resource, meaning the physical demolition, destruction, relocation, or alteration of the resource would be materially impaired. This would include any action that would demolish or adversely alter the physical characteristics of an historic resource that convey its historic significance and qualify it for inclusion in the CRHR or in a local register or survey that meets the requirements of PRC Section 5020.1(l) and 5024.1(g).

#### *Relationship to Project*

The Town of Scotia would also be considered eligible to the California Register of Historical Resources, with similar individual eligibility ascribed to the Winema Theatre, as above for the NRHP.

Under the CEQA, the Humboldt County Department of Building and Planning is responsible for the review and approval process for proposed alterations, additions, demolition and new construction that may impact an historical resource.

### **2.3 SCOTIA DESIGN GUIDELINES**

The design guidelines are intended for significant properties within the designated residential and commercial areas of Scotia. Takano (2007) completed an inventory of Scotia's historical and cultural resources identifying contributing and non-contributing elements of the district. The Winema Theatre is defined as a primary, thus significant, contributing resource.

There are four basic steps to consider in the rehabilitation of existing historic resources:

- **Identify Character Defining Features.** Determine whether the site is listed as a contributing resource. Review the materials and features that make the site significant.
- **Retain what is significant.** In most cases, protection involves the least degree of intervention. Protection of the resource includes maintenance and, when needed, the reapplication of protective coatings. Cyclical cleaning of gutter systems and other protective measures will reduce long-term damage to a historic building or structure.
- **Repair the physical condition** of character-defining materials and features as appropriate.
- **Replace an entire character-defining feature** only when the level of deterioration or damage of materials precludes repair. Study the form and detailing of existing elements and reestablish the feature as an integral part of the rehabilitation. First option is to replace the feature in kind. *Provisions, however, should be made to consider the use of compatible substitute materials due to technical problems or economic feasibility.*

The Scotia Design Guidelines affirm that the *Secretary of Interior's Standards for Rehabilitation* (36 CFR 67) sets the overall standards for the process of returning a property to a state of utility, through repair or alteration, while making possible an efficient contemporary use. In turn, preservation of character defining features determined significant to its historic, architectural, and cultural values is addressed. The Standards provide general treatment for all materials, construction types, sizes and occupancy for both the exterior and interior of buildings.

The Standards for Rehabilitation assume that some repair or alteration of a historic building will be needed in order to provide for an efficient contemporary use. Nevertheless, repairs and alterations must not damage or destroy materials, features or finishes that are classified as important character defining features.

#### Relationship to Project

This assessment of the Winema Theatre was completed in accordance with the Scotia Design Guidelines, which have been adopted by the County as a guide for new construction, repair, alteration or modification to existing Scotia buildings and structures.

The SCSD will be submitting an application for Design Review and will include this report along with an Application Request for Certificate of Appropriateness: New Construction & Repair/Alterations/Modification to Existing Scotia Buildings and Structures.

### 3.0 HISTORIC CONTEXT AND SCOTIA

The Pacific Lumber Company (PL) and their town of Scotia began as a logging camp in 1882. It grew from only a few rough cabins and some tents into a mill-town that employed and maintained five-hundred workers by the turn of the century. Scotia was created in the paternalist model of the Company Town and has the distinction of having been the last such town in the United States. The Pacific Lumber Company's operations and the town that they built to support them represented a considerable investment. To protect that investment, the company needed to ensure that they could attract and keep a stable, productive workforce. This wasn't always easy in the remote logging camps of Humboldt County, where there was little to attract young men in the early days, besides a paycheck.

The Pacific Lumber Company's approach to maintaining control of their business, their workers, and their town changed over the many years of the company's existence. Developing this flexibility allowed the company to respond more effectively to incidents of worker dissent. Pacific Lumber ultimately adopted policies and practices to address not just the productivity of their workers, but also their morale. Creating not just a profitable business, but also a prosperous and contented community, enabled the Pacific Lumber Company to thrive for well over a century as a company-owned town that is still fondly remembered by the people who lived and worked there.

During the 1910s and 1920s, the Pacific Lumber Company invested heavily in improving the welfare and morale of their workers and their families. Pacific Lumber started a pension program, built a hospital, offered low-cost health services to their employees, started a college scholarship program for the children of its workers, built a bank, built a new hotel, and built a magnificent theater. They did these things not to cultivate an image of importance or beneficence, but so their workers would be content. While many lumber companies faced tremendous difficulties at times with periodic labor unrest, walkouts, and strikes, Pacific Lumber weathered these storms more easily than most by anticipating worker's needs, creating better workplaces, and actively working towards the contentedness of their workforce.

In the frontier west, natural resources were found in abundance and company-towns sprang up in isolated wilderness areas. Between the 1830s and the 1930s, countless company towns rose up across the nation to support manufacturing and resource extraction industries. Humboldt County was home to many company towns; Crannel, Korb, Samoa, Metropolitan, Falk, and Scotia were some of the towns created to support local timber companies. After its rediscovery by the Gregg-Wood party in 1850, Humboldt Bay became a jumping off point for miners traveling inland to prospect for gold in the Trinity, Salmon, and Klamath rivers. While some rushed for the gold, others cashed in on Humboldt's premier resource – big trees (VanKirk 1999). The first sawmill in the area began operation on Humboldt Bay in 1852 and was soon followed by many more. By the turn of the twentieth century large timber companies like Hammond Lumber Co., Pacific Lumber, and Dolbeer and Carson were some of the area's biggest



employers (Emenaker 2005:33-37).

The Pacific Lumber Company was incorporated on February 27th, 1869, after acquiring timber-land along the Eel River (Takano 2007:4). Most of this land was acquired under the Morris Land Act of 1862 (Widick 2009:108). Not until the 1880s was anyone able to make use of this land. George Douglas, a railroad engineer who had worked on the Nevada-Central Railroad, was hired as PL's General Foreman in 1885. Arriving in Humboldt County in June of that year, Douglas brought with him a crew of experienced Chinese railroad workers. While a hundred men labored to build a railroad bridge across the Van Duzen River, another 150 men worked at completing the line along the Scotia Bluffs to Forestville (later to become Scotia), where the mill-site was located across the Eel River to the south of Rio Dell on land the company had purchased from Henry Niebur. A tent-city was erected south of Alton, and bunkhouses were built to house the workers at the planned mill-site. Cookhouses were maintained at both ends of the line to feed the hungry workers. Pacific Lumber offices were in Hydesville during the construction of the line. By the end of 1885 Pacific Lumber had finished constructing their railroad line between Forestville (Scotia) and Alton (Douglas 1933: 6-10).

According to some sources Pacific Lumber initially tried to avoid building their line around the unstable Scotia Bluffs and had attempted to purchase a right-of-way for their rail line from Lorenzo Painter of Rio Dell. Painter, knowing that his land was the easiest, safest, and cheapest route for a rail-line north from Forestville, allegedly asked for a sum that Pacific Lumber considered excessive. Allegedly, after estimating the cost and difficulty of building and maintaining a railroad along the bluffs, PL reconsidered, only to be repulsed again when Painter doubled his asking price. Other sources maintain that Pacific Lumber never intended to build their rail-line across Painter's land at all. Two of the company's owners, John Paxton and Allen Curtiss, and the company's first general foreman, George Douglas, were experienced railroad men who would have been aware of the difficulties they faced (Douglas 1933:6-10). The three had helped to build the Nevada Central Railroad, which extended for 92 miles through rugged and forbidding terrain. They had personally surveyed the timber company's considerable holdings without balking at the prospect of building along what was then known as the Rio Dell Bluffs. However, it came to be, Pacific Lumber's railroad bypassed Painter's land, for better or worse, leaving Rio Dell without a railroad depot and Pacific Lumber with one of the most problematic pieces of track ever laid. The company's tracks along the bluffs were plagued by frequent slides and washouts over the next century and required constant and costly upkeep.

On completion of their rail line to Alton, PL laid off all but a few workers in the winter of 1885-86. In April 1886 the company put on 150 men and began operations, starting with construction of their first sawmill using timber that was cut in Bluff Prairie and floated downriver to Forestville by William Shively (Douglas 1933: 6-10). When the mill was completed it was equipped with two circular saws, two edgers, hand trimmers and three or four old-style planers. The following winter timber fallers worked at clearing the area around the mill. Fallers went out in pairs, and each pair could usually take down one or two of the giant trees each day using axes, wedges, and saws. Much of what was cut that first year was used in the building of the company's facilities. A wharf was built in Fields

Landing using pilings and lumber cut in Scotia, the first wood to be shipped out on the company's railroad. The Pacific Lumber Company's dock was 200 by 800 feet and had several turntables for turning rail cars. The sawmill was fired up for small-scale production in March of 1887 and Pacific Lumber made their first shipment of lumber in June. They also constructed a shingle mill that year, which was soon producing 200,000 shingles each day. This mill processed shingle bolts supplied by local contractors who salvaged much of the waste wood left behind after logging operations.

Hard, dangerous work, 11-13-hour workdays, and low pay were common in the early timber industry, and men typically had only two off-work activities during the week: sleeping and eating. Bunkhouses had few luxuries, often consisting of crude, hastily built shacks, constructed wherever a clear patch of unused ground could be found. The company cookhouse was the last line defense in the constant struggle to maintain worker morale in these spartan conditions. Workers were fed family-style meals tailored to big appetites and were charged for their fare by payroll deduction. At first Pacific Lumber's operations looked more like a work camp than a town. With limited housing available, the company employed many single men who could share space with other workers in bunkhouses. Soon the company started to build housing for married workers and their families. The first family homes in the company's town were for the company managers, but by the 1890s, as married men came to be regarded as more reliable and less likely to fall to drink or walk off the job, more houses were built. This created a new dynamic for the company; introducing more women into the rough-and-tumble western logging town compelled management to more closely scrutinize the image their growing town conveyed and the direction they wanted to take it.

The Pacific Lumber Company's operations slowly turned Forestville into a company town. One hundred houses were built, and a boarding house constructed that would soon be expanded to become the first Scotia Hotel. A post office was established July 9<sup>th</sup> of 1888 and Oscar L. Redfield appointed postmaster (The Record Union 1888). The town's name was officially changed to Scotia at this time, as there was already a town named Forestville in Sonoma County. The name Scotia has been said to have been chosen by coin toss, the other possibility being Brunswick. Both names were evidently chosen for the Canadian loggers who made up a large percentage of the early workforce at Pacific Lumber (Widick 2009:109). A Southern California housing boom in the late 1880s created an increased demand for redwood timber products, and Pacific Lumber stepped up production, capitalizing on this demand. The town grew and by 1890 the early town of Scotia included a hotel, telegraph office, a mercantile, drugstore, liquor store, and a schoolhouse which also served as a church on Sundays and was at first served by a circuit-riding pastor (Anderson 2003:146). The sawmill, hotel, stables, offices, and the company store were all supplied with electric lights that year, powered by PL's first power plant (Takano 2007:5).

Workers in need of goods or services not offered in Scotia, or who just wanted to drink and carouse out of sight of the boss, would often cross the river to Rio Dell. A night of such festivities in Rio Dell sometimes left Pacific Lumber workers too sick to function, a problem the company blamed on bad, "rot-gut" whiskey. When asked by company

president Allen Curtis how they should combat the problem superintendent George Douglas replied, "build a saloon in Scotia and stock it with the best liquor we can buy." The company took this advice, building the company's saloon in 1888 (Douglas 1933: 6-10). Scotia's other drinking establishment was the Green Goose, a gambling den, brothel, and drinking parlor run by Eugene Emerson and his wife (Rohde 2014:17).

The 1891 collapse of the Los Angeles housing boom, tariff reductions on imported Canadian lumber, and the Panic of 1893 all created economic hardships for Scotia and the Pacific Lumber Company. Redwood lumber prices plummeted as local companies struggled to stay afloat in a dwindling market. Many local timber workers faced lay-offs and several mills went under. Pacific Lumber responded by cutting wages, and closing down half of the mill, however, they made attempts at keeping workers employed part time and did not evict workers from their homes (Anderson 2003:146). Their sympathetic approach to dealings with their workforce during economic downturns illustrates the paternalistic, protective approach the company would take with its employees throughout its existence (Anderson 2003:145).

On June 6, 1895 a fire started in Pacific Lumber's sawmill. The recently organized volunteer fire department was powerless to douse the fire and the blaze raged out of control. The fire destroyed the mill, offices, the cookhouse, a warehouse, and two stores before spreading to the lumber yard. Appeals were made to Eureka for help, but reinforcements did not arrive until early the following morning, by which time much of Scotia had been consumed by the flames. Undeterred, PL began construction of a new mill. When completed in 1896 PL's new mill was the largest, most modern, best equipped sawmill on the West Coast (Rohde 2014:17).

The fire gave Pacific Lumber an opportunity, albeit an expensive one, to modernize their mill, and reorganize the layout of their growing town. The new company store was built along Scotia's Main Street. Before the fire the company's store was in the same building as the paymaster. This encouraged employees to spend their pay there, and much of what was paid in wages never left the building (Carlson 2003:104). The Pacific Lumber Company's store grew to meet the demands of their workforce and community. Pacific Lumber's company store provided convenient shopping to its town residents and offered credit to employees who found themselves short of money before payday. The Pacific Lumber Company continued to expand their company store in Scotia over the years. From a small mercantile providing the essentials for a mostly single workforce, these stores evolved to offer virtually everything a working man and his family could want, from groceries and furniture to new clothes and automobiles (Widick 2009:108).

In 1903, Simon Jones Murphy and the Santa Fe Railroad acquired controlling interest in the Pacific Lumber Company and by 1905 the Murphys had control of Pacific Lumber, while Santa Fe retained the railroad. Consolidating the Pacific Lumber Company with the Freshwater Lumber Company, Murphy incorporated his interests as The Pacific Lumber Company of Maine. While Simon Murphy died months before the transaction was finalized, his family went on to shape the destiny of the company for the next eight decades. Murphy family members held positions on the board of directors and within the

company for most of its existence and at least five generations of Murphy's managed and controlled the company during this time. Simon had worked in the timber industry his entire life, and was reported to have a good rapport with the workers at his operations (Mengel 1977: 1-5).

With the arrival of the twentieth century and the Murphy family the Pacific Lumber Company's town of Scotia began to slowly take shape. The company began planning to expand their lumbering operations and improve their town. The first Scotia Inn, originally christened the "Mowatoc," was built by Pacific Lumber in 1903 to replace its aging Scotia Hotel. "Mowatoc" was an early spelling for Modoc, an Indian tribe in the northeastern part of the state. A popular stage and rail stop, the new hotel was equipped with electric lighting (Anderson 2003:146).

In 1906, Pacific Lumber got an unexpected windfall when a catastrophic earthquake and subsequent fire destroyed much of San Francisco. The quake was powerful enough to damage structures all over the state, crumbling chimneys and masonry, and toppling stacked lumber around Humboldt County. The Pacific Lumber Company's offices in San Francisco burned in the fire following the quake, but their lumber yards and docks were spared. The survival of Pacific Lumber's assets in the city proved particularly profitable when redwood, with its reputation for fire resistance, was deemed the only wood authorized for temporary reconstruction without a permit in the burnt city of San Francisco. PL's lumber yard quickly sold out and when efforts to unload a new shipment were stymied by dock-worker strikes, the company enlisted their San Francisco office staff to unload (Anderson 2003:154).

The company had to find their footing in a period of intermittent labor disputes. The Pacific Lumber Company weathered several brushes with worker unrest in the early years of the new century, surviving strikes in 1903, 1904, 1907, and 1913. In 1903, Scotia millworkers and train crews went on strike over having to share a cookhouse with African-American and Filipino workers who had been hired to work on the company's railroad grade. The workers who refused to share their dining room were fired and the strike soon fizzled out (Rohde 2014:20). There was no vacation and no regular pay raises back then, just hard work. Long days and low pay fueled the fire of discontent for wage-laborers at PL's logging camps. Worker grievances mounted, leading to a strike in 1904 at Stitz Creek, across the river from Stafford, and at Camp #5, near the train station at Elinor. Armed men were brought in by the deputy sheriff as strikebreakers but no shots were fired and a compromise was reached once management arrived on scene and talked with the laborers (Allen 1966:135). In 1907, laborers at several mills throughout county went out on strike and workers at PL were among them. PL lost 740 workers to the strike. Eleven area mill owners united in their resistance to the striker's demands, and by June the strike was over. In May of 1913 the company's train crews went on strike, prompting PL to put unqualified workers in their places. After five months and several wrecked train cars, the strike ended and the qualified engineers returned to work (Rohde 2014:20). In 1913, 100 Italian workers went on strike, demanding the right to eat in their homes and not at the company cookhouse. The Pacific Lumber Company acceded to their demand, although another 100 workers, who were protesting the quality of the

food, were fired (Cornford 2019:196).

While Scotia clearly did not remain untouched by difficulties during this era of labor strikes, union organizers, and negotiations, The Pacific Lumber Company seemed to have learned from them. Pacific Lumber's real solution to the rising "problem" of organized labor and unions was to make them *unnecessary* in their town of Scotia. The company's position was explained by Pacific Lumber's general manager, E.A. Blockinger in a 1911 newspaper article; "Make your mill town beautiful. Get your men loyal and keep them so. *Let this replace loyalty to a union*" (Pioneer Western Lumberman 1911).

In 1908, the Pacific Lumber Company began work to enlarge their millpond and build a second sawmill in Scotia. In 1909 they built a new office at the west end of Scotia's town center. This building, which was substantially remodeled in 1948, served as the nerve center for Pacific Lumber's operations for nearly a century. Completed and in operation by 1910, the second sawmill was called "Mill B," making their original mill "Mill A" by default. Mill B added three head-rig saws and more than doubled the company's production.

To accommodate their suddenly swollen workforce, Pacific Lumber constructed more family housing at the south end of town near the new mill and a second cookhouse and bunkhouse were built to meet the needs of the company town's growing bachelor population. Despite these additions, many PL workers were forced to find housing outside of Scotia. As Pacific Lumber's workforce grew, the town of Scotia slowly started to take on something of its present-day shape. Streets were laid out and houses were built to lodge the company's growing population. Mill, Church, Eddy, and 1st streets soon hosted tidy cottages built in the National Folk style, connected by wooden plank sidewalks. The company's town was finally beginning to transform from a logging camp into a well-organized and pleasant community. The Green Goose was evicted and the company saloon was shuttered. The company saloon building was moved and repurposed as a men's club, sending a clear message as to what activities were going to be approved of in the company's town (Anderson 2003:140). Firm but fair, Pacific Lumber Company management did not forbid their workers from drinking, they just didn't allow them to do it in Scotia. It was, after all, the company's town, and the company made the rules. This was the company's stance throughout its existence and characterized the relationship between management and labor.

Pacific Lumber wanted their workers to have a pleasant place to live and for their town to be the envy of its neighbors. For the next two decades Pacific Lumber worked at making Scotia beautiful. A certain amount of their efforts might have been inspired by a desire to create a beneficent image for themselves or to outshine other Humboldt lumber-towns, however, the primary impetus for their efforts and expense was the morale of their workers. The company maintained a crew of workers to keep their houses in good repair and their town looking respectable, and workers living in Scotia competed for a cash prize that was given out each month for the best-looking yard. Pacific Lumber knew that a good-looking, well-kept town would appeal to their workers, and to those worker's families.

The company took care of their workers, treating them well and offering incentives for working for their company and living in their community. These incentives included health care and pension plans, college scholarships for workers' children, and access to company-owned recreation facilities. The company also hosted many special events in order to gather with their employees and promote a sense of community. Baseball games, company picnics, and Christmas parties became traditions that have lasted through generations in Scotia.

The company's yards in the San Francisco area were closed in 1915 and all equipment and operations were relocated to Scotia. Construction of new housing went on virtually non-stop in Scotia as PL struggled to keep up with the needs of its expanding operations and workforce. The demand for lumber spiked again as the nation geared up for World War I and Pacific Lumber once again stepped-up production. However, while demand was at an all-time high, the labor force was at an all-time low during the war. This was addressed by employing women to work in its factory in 1917. By the end of the war, over 200 women worked at Pacific Lumber (Takano 2007:6). Scotia continued to grow after the first World War, with houses going up continuously through 1925. Beyond comfortable and attractive housing, Pacific Lumber furnished their town with other beneficial amenities and resources.

In 1921, construction was completed on the First National Bank of Scotia. The bank was designed in Greek revival style using all redwood. The columns, complete with bark to simulate a redwood tree, finished off the classic design. That same year a fire destroyed the original Scotia Inn. It did not take the town long to begin reconstruction and in 1923 the first wing of the new hotel was completed. By 1924 the second wing was added, and the hotel sported 135 rooms. The company built two new churches; the Scotia Union Church in 1924, and St. Patrick's Catholic Church in 1925. Scotia's medical facilities were in a house near the railroad depot, and seriously injured workers were transported by train to Eureka for care. In 1929, a new hospital was built, providing much-needed services to Pacific Lumber's workers and their families, but also to the rest of southern Humboldt County (Widick 2009:110). The construction of these buildings by the company represented an enormous investment and illustrates Pacific Lumber's commitment to enriching the lives of their workers and the members of their community.

### **3.1 SCOTIA'S WINEMA THEATER**

The first, and doubtless the grandest of Scotia's post-war community enrichment projects was the Winema Theater. Built in 1920, the Winema has been called the jewel in Scotia's tiny crown and was an extremely generous gift to the Scotia Community from Pacific Lumber. The theater was conceived by Chauncey W. Penoyer, Pacific Lumber Company's president during the last half of the 1910s, following up on Blockinger's ideas about promoting worker morale and loyalty. Penoyer commissioned renowned architect Alfred Henry Jacobs to design Scotia's new theater. Sadly, Penoyer would die of heart failure before he could see the theater's first showing.

Alfred Henry Jacobs was born in San Francisco in 1882 to Julius and Sarah Adler Jacobs.

His father was born in Prussia in 1840 and immigrated to California in 1853. After graduating from the California School of Mechanical Arts, Alfred Jacobs studied at the University of California at Berkeley and at the Massachusetts Institute of Technology where he received a B.S. degree in architecture in 1904 and an M.S. degree in architecture in 1905. He did further studies in Paris, before returning to San Francisco in 1907. Jacobs partnered with Walter Ratcliff to help design the Berkeley Tennis Club in 1908. After marrying Lillian Wollenberg that same year, Jacobs joined San Francisco's Fidelity Lodge, Number 120, Free and Accepted Masons of California and established his own architecture practice in 1909. Between 1909 and 1920 Jacobs designed hotels, schools, commercial buildings, residences and theaters in the San Francisco area. In 1916 he designed the California Theatre in San Francisco. Renamed the State Theatre, this building was demolished in 1954. In 1919, Jacobs was commissioned to design the Scotia theater and sought to harmonize the building with its natural surroundings. As a result, the theater was designed in a Tyrolean-Swiss chalet style, constructed of redwood in different phases of processing; from the exterior colonnade of bark-covered logs to the finished carved redwood interior. Jacobs designed several more theaters over the following decade, one of which, the Curran, is still in operation on Geary Street in San Francisco. He also designed a home for Ansel Adams in 1929. The Winema Theater is heralded as the finest example of Jacob's highly praised theater designs.

The Winema was completed in 1920 and originally seated 600, which was large for a community of Scotia's size (approximately 1,200) (Figure 1 and 2). Featuring films, and live entertainment the theater was enthusiastically attended by audiences from Scotia, Rio Dell, and other neighboring communities. The theater's first feature on November 2, 1920 was Paramount Picture's comedy: *The Village Sleuth*.



**Figure 1. The Winema Theater on Opening Night – Humboldt County Historical Society.**



**Figure 2. The Winema Theater prior to the 1950s, possibly c. 1920. Note the wooden boardwalk and exterior lighting and original recessed area between sidewalk and building.**



Scotia's theater was named for a Modoc Indian woman, who also went by the name Toby Riddle (Figure 3). Toby "Winema" Riddle served as an interpreter and worked for peace in negotiations between the Modoc tribe and Federal troops during the Modoc War. Winema saved the life of peace commissioner Alfred B. Meacham during the Canby Massacre in 1873. In 1891 Winema was awarded a military pension by the United States Congress for her actions and is one of very few Native American women to hold this distinction. News of Winema's heroic exploits graced newspapers nationwide and she was, for a while, a household name. In addition to Scotia's beautiful theater, there are many businesses, city streets, beaches, and national forests that have been named in honor of Winema.



**Figure 3. Toby "Winema" Riddle – Smithsonian Institute**

The theater was operated by a joint committee comprised of the heads of the Scotia Men's Club, the Scotia Fire Department, and the Scotia Hospital. These three organizations ran the theater and shared in the profits, which were used to help fund other community projects and events. Moviegoers were treated to a cinema experience just like they would enjoy in Eureka or even San Francisco, complete with pre-feature shorts and news-reels. Businesses in Scotia and surrounding towns advertised at the Winema, and their ads were flashed on-screen before and between films. Besides movies, the Winema was also used for community events, talent shows, cooking classes, school functions, company parties, receptions, Christmas pageants, celebrations, and gift-giving for decades (Figure 4). Each year the Pacific Lumber Company held a Christmas party for their employees at the theater where they gave every family a turkey and every child of an employee a gift and a jar or bag of candy. These Christmas parties are often among the fondest memories of Scotia residents from those days. The theater, along with the hotel made Scotia a destination; residents of the many small towns scattered throughout the area came to town on special occasions, eating at the Scotia Inn and catching a movie at the Winema. Fraternal orders, professional and social clubs, and societies both inside and outside of Humboldt came to Scotia to meet for special events and hold conferences.



**Figure 4. The Winema Theater circa 1950s. Note cement sidewalk, new exterior pendant lights, and gutter downspouts.**

In February of 1951 the *Saturday Evening Post* featured an article about the town of Scotia titled: “Paradise with a Waiting List.” The article, written by Frank J. Taylor, describes Scotia in idyllic terms, detailing the near-perfect lives of the lucky few who have gained employment and residency in the small lumber town. Taylor writes glowing praise for the immaculately well-kept houses, lawns, streets, and businesses, including the Winema Theater. He also discusses the plight of the other, less fortunate residents of the county who have not yet secured a job at Pacific Lumber. The residents of Rio Dell and Wildwood to the north are referred to throughout the article as “hoppers,” hoping that someone in Scotia will pass away – leaving an opening at the mill, and perhaps a vacant home in Scotia (Taylor 1951).

On Monday, the 24<sup>th</sup> of March 1958, during the 8:25 p.m. showing of *The Enemy Below*, starring Robert Mitchum, three local high-school students played an ill-conceived and potentially dangerous prank on the theater’s manager. Having been thrown out for bad behavior the previous week, the three boys decided to place several sticks of blasting powder, a low-grade dynamite, on a garbage can behind the theater (Humboldt Standard March 24, 1958). Just as moviegoers watched the exciting naval combat portrayed on the screen, the dynamite was exploded. However, since the blast coincided almost perfectly with the on-screen detonation of a depth-charge, most of the audience didn’t notice, and nobody panicked (Patmore 2019). Thankfully, nobody was injured, although the blast did tear a one-foot hole in the back wall of the theater, doing an estimated \$500 in damages. It is unclear if this affected the decision to close the theater later that same year, owing to poor attendance. After it was closed, the Winema continued to serve as a much-loved venue for community events. The Winema Theater was closed for regular public showings in the late 1950s but reopened in 2000 (Takano 2007).

The Winema Theater, and the town-center as we see it today, exist as an enduring tribute to the efforts of the many people involved with the Pacific Lumber Company and the town of Scotia to make their world a better place. While much of the nation was tearing itself apart in the lengthy and ongoing struggle for worker's rights, the people of the town of Scotia, and the workers and management of the Pacific Lumber Company were working together to build something to bring harmony and satisfaction to their small community. Although the company is no more, and the town has undergone many significant changes, the Winema remains in mute testimony to the struggles and the triumphs of these people. More than just a movie-house and gathering-place, the Winema became a symbol of the town's unity and a tribute to the best intentions of man.

## 4.0 BUILDING ANALYSIS

The exterior of the Winema Theater was specifically assessed during this investigation to identify those visual and tangible aspects of the building that contribute to its architectural significance. The Secretary of the Interior's Standards for the Treatment of Historic Properties embody two important goals that include the preservation of historic materials and the preservation of a building's distinguishing characteristics which necessitated this analysis. The interior space was only briefly reviewed and is not the subject of this assessment.

Early 20<sup>th</sup> Century Theatre culture was about escaping into an exotic environment to be entertained. The Winema Theatre is no exception. Designed in the Swiss Chalet Revival Style the Winema highlights Redwood, and in all its iterations lends itself to the Chalet style. Chalet, much like the modern Bungalow, featured as the predominant architectural style in Scotia, includes a shallow gable roof, with wide over hangs, exposed structural elements, and natural materials. The Swiss Chalet style was a brilliant choice of revival as it referenced local architecture, but in true theatre design introduced something “foreign and unusual” for theatre goers.

The Winema Theatre building is a rectangular shaped structure approximately 140 x 65 feet. The front façade is highlighted by a hipped roof portico that is supported by Redwood bark covered capitals (Figure 5). The rear of the building supports a series of hipped extensions that provide interior space behind the stage. The front has a hipped portico covering the building's front entrance and ticket booth. This plan appears to be all original to the building.



**Figure 5. View of the front façade of the Winema Theatre.**

Specific character defining aspects of the exterior surface include, the horizontal clapboard and vertical board and batten siding, with wall dividers that align under double sets of brackets supporting the eave and rake cornices of the roof. The walls are relatively tall, allowing for a large vaulted interior auditorium space. Four gable dormers project from the roof on each side with decorative trim work and solid wood instead of glass in the faux openings (Figure 6).



**Figure 6. Gable dormers with faux window openings. View to the northwest.**

The roof is covered with redwood shingle of regular coursing and spacing, although analysis of historical photos, as late as the 1950s, show an earlier roof cladding with irregular coursing (i.e. wide and thin row spacing of the shingles) on the portico hipped roof, which may have also been present on the main gabled roof (Figure 7). This irregular coursing may have been the embellishment of the original roof cladding that would have contributed to its defining characteristics; however, this patterning was not recreated with the new shingle installed subsequent to 1950 on the portico (see Figure 5). Unique to the original design is a roof surface gutter system, often called a Yankee Gutter, with collectors along the roof instead of the eave. All downspouts appear to have been replaced from the original. The gables of the roof and dormers reveal close spaced exposed decorative ends simulating purlins. Projecting and dropping finials are at the end of each ridge including the dormers. The front gable contains a lattice section where wood letters, spelling the name of the theatre, are attached.



**Figure 7. Upper photo: Winema Theatre prior to 1950's. Lower Photo: Close-up of portico roof showing irregular shingle coursing, as indicated by red and black arrows.**

Notably, the hipped portico is supported with natural finish tree trunk round columns with simple square capitals and bases. Takano (2007:23) suggests these columns give an unmistakable character and association with the lumber industry in Scotia. Two other original buildings have these columns while the nearby reconstructed commercial buildings embody this character as well. The balustrade above the portico is relatively simple with square balusters and a flat top rail connecting to large posts, more recently fitted with post cap boards.

The building offers few openings. Aside from the four sets of double doors at the entrance, there are three pedimented doors on both walls, and doorways entering the rear of the building (Figure 8). Windows are confined to the ticket office, entrance doors, bathrooms at the front gable, and windows providing light to the backstage rooms at the rear of the building. The two broad sides contain no windows.





**Figure 8. View to the south showing rear of the theatre and backstage rooms.**

While the roof cladding has been replaced and fitted with new vent pipes and guttered down spouts, the building appears to retain much of its original materials, design, craftsmanship and feeling. The front streetscape has undergone substantial changes, with a completely cemented surface between the edge of the street and the building. The elevation of the street has also been raised approximately three feet from original grade and outfitted with an ADA compliant ramp and railings. A modern sidewalk with bollards and ornamental trees compliments a brick patio on the eastern side of the building (Figure 9).



**Figure 9. View of eastern wall and patio additions, Winema Theatre 2018.**

## 5.0 ANALYSIS OF STANDARDS FOR REHABILITATION

The Town of Scotia meets the eligibility requirements for historic district status, with a period of significance defined as 1896-1959 (Takano 2007). Scotia was found to be significant under National Register of Historic Places Criteria A, B, C and D (Takano 2007). Of the 349 historic structures identified by Takano (2007), 309 were found to be contributing to the district, among those the Winema Theatre is of primary status.

The nearly 100-year-old Winema Theatre is a significant example of a Swiss Chalet Revival style building adapted with local rustic materials that represents the regions rural setting and lumber industry. Constructed entirely of redwood with a unique exterior colonnade of bark-covered logs and finished with an intricately constructed redwood interior, the building represents the epitome of the contributions the redwood timber industry had to local economy and how it influenced local architectural variation of classic forms.

William Rich and Associates affirms that the Winema Theatre contributes to the Scotia Historic District and would be individually eligible for the National Register of Historic Places under the following criteria:

- Criterion A, for being associated with important events in the history of Scotia and
- Criterion B, for being associated with the lives of significant persons in our past specifically architect Alfred Henry Jacobs, but could also include important community members; and
- Criterion C, for having a unique architectural type and method of construction

Through analysis of historical photographs and a survey of the exterior surfaces of the building, it appears that existing roof cladding is not a defining feature and has been replaced in the past. The gutter system and the finials are; however, original and should be maintained and restored and not removed. These are original features and contribute to the overall significance of the building. The condition of the roof cladding is currently very poor and immediate attention is required to avoid unnecessary damage to the internal structure. It is recommended that replacement of the roof cladding with architectural style composition shingle will conform with the intent of a rehabilitation of an historic property as described in the Secretary of Interior Standards for the treatment of historic properties.

The following ten Standards of Rehabilitation were used to guide this analysis as suggested in the Scotia Design Guidelines.

1. *A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.*



The historic use of the property will remain unchanged. The existing roof cladding is in poor condition and has recently limited the ability of the SCSO to provide regular community use. The building is currently compromised by threat of persistent leaks causing damp conditions and potential damage of the structure. Rehabilitation of the roof surface using economically viable, structurally competent, yet architecturally compatible material will allow for long term preservation and continued use as a community space.

2. *The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.*

The overall architectural character of the property will remain unchanged with the use of appropriate roof cladding. What may be the original roof shingle, at least over the portico, with an irregular coursing pattern of deep and shallow shingle exposures appears to have been lost during subsequent roof replacements. This artistic quality may have qualified as a defining characteristic of the roof cladding, however it is no longer present. The rainwater gutter system, however, remains intact and shall be maintained or restored as original in order to preserve the historic character of the roof features.

3. *Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.*

No conjectural features or elements from other historic properties have been or will be added to the property, at this time. The project design is to replace the roof cladding with an appropriate cost-efficient material that conveys a similar color, dimension and relief as the existing wood shingle.

4. *Changes to a property that have acquired historic significance in their own right will be retained and preserved.*

There have been few changes to the original characteristics of the building. The roof cladding appears to have been changed at least once from the original, and the current roof surface does not add any particular contributing architectural qualities of merit.

5. *Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.*

Other than the removal of the wooden shingles, the distinctive features of the building will remain. The unique “Yankee” gutter system shall be reinstalled as currently designed. Care shall be taken upon removal of this features to document the methods of construction, distance from eaves, measurements and type of material used in order to replace and restore its architectural character and function. The ridge finials on the roof and dormers shall remain or be restored with like material and form.

Any structural damage that becomes apparent during roof cladding rehabilitation shall be replaced or restored with like materials and design so as to not damage the visible historical attributes of the building. The addition of new plywood or other board sheathing will be required to provide adequate anchorage for new shingle, but however, shall be concealed and not exposed at cornices. Replacement of existing metal flashing shall be limited to current use locations. No new flashing shall be added to the gable ends or eaves so not to change the current design of the contact between the existing shingle and gable bargeboard or rafter tails. Modern gutters hanging from the eaves shall not be installed. The addition of a new ridge vent may not be necessary, there is no attic space to exhaust.

If feasible, the irregular shingle coursing on the portico, which may have been an original feature, should be applied to the project in an effort to capture a unique construction method, which may be original to the building.

6. *Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.*

Although the existing wooden shingle roofing will be replaced, it is recommended that new material be chosen that reflect appropriate color, shape, and relief. This project is designed to replace an existing feature, the roof cladding. It appears through historical photo analysis that the existing roof is not original and the new proposed roof cladding may be, at least, a third-generation replacement. The existing roofing appears to have questionable historical value, although it is wood, it does not convey a sense of craftsmanship evidenced in the available photos from the 1950's.

7. *Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.*

No chemical or physical treatments will occur under the proposed roof project.

8. *Archaeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.*

No archaeological resources will be impacted.

9. *New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.*

The proposed roofing material replacement will not destroy materials or features that characterize the property. This project will not cause new additions, significant alteration or new construction, at this time.

10. *New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.*

The new roofing would not alter the property such that its essential form and integrity would be compromised. New roof cladding and clean gutters will provide long term protection of the property and continued use and enjoyment by the public.

## 6.0 CONCLUSIONS AND RECOMMENDATIONS

Having reviewed the proposed replacement of the roof cladding on Scotia's Winema Theatre, William Rich and Associates found that the proposed treatments to the Winema Theatre are consistent with the Secretary of the Interior's Standards for Rehabilitation of a historic property.

The intended changes to this structure are relatively minimal and the overall design, massing, scale and context of the property will not be altered as a result of the proposed project. The proposed roofing is a functional replacement and integral to a foundation of securing long term preservation of the building. The existing wood shingles appear to have been replaced at least once in the past, and unfortunately were replaced without consideration to the irregular coursing over the portico, as shown in the historical photos pre-and post-1950. It is therefore recommended that the existing shingle covering is not a contributing feature to the building.

At this time the question is whether to replace the existing shingle with redwood or cedar shingle or to use a modern material with like qualities of color and shape. Material and labor quotes obtained by the SCSD from local roofing contractors, indicate replacement of in-kind material (redwood or cedar shingle), or the use of synthetic shake could exceed \$40 per square foot, while a composition shingle of architectural style could be less than half that cost (Appendix A). The economics of in-kind replacement could be prohibitive for the SCSD, which is a non-profit organization with funding solely from district rate payers.

It is recommended that composite shingle of architectural style could be used as an appropriate replacement of the existing wood shingle without compromising the historical qualities that contribute to the architectural significance of the building. Architectural style roof shingles, also known as dimensional shingles, offer a color range that can be accurately matched to resemble the dark brown and near black color of the existing wood surface. These styles of composition shingle are also manufactured with similar sized individual shingle width and exposure. The architectural style of composite shingle, importantly, provide a relief or depth of the individual shingle similar to the thickness of the existing condition of the cut wood shingles.

Considering that composite shingles are manufactured with compatible qualities of the original type of cladding, used to cover the roof nearly 100 years ago; can also provide up to 40 years of warranty; are fire resistant and cost effective, it is recommended that this approach to replacement would be an appropriate treatment. If feasible, irregular coursing over the portico, which may have been present on the original Winema Theatre, may add to the historical value of the building, capturing an earlier unique construction method. Associated gutter structures shall be replaced on the new roof surface in a way that matches the existing condition. Care will need to be taken to accurately measure the gutter location on the roof eave, and any deteriorated elements of the gutter be replaced

with in-kind materials and design. This would also apply to the finials that project above the various ridges of the building and dormers.

It should be noted that use of new composite shakes, resembling split wood, would not be appropriate, as the original and existing cladding is a sawn wood shingle. Shakes are more robust, have a wavy appearance and irregular widths and coursing. Furthermore, only one other original building in the townsite has wood shingle roofing. All other buildings that would contribute to the significance of the Scotia historic district are composite tab shingle.

William Rich and Associates believes that these conditions can be reasonably met and will provide for a new roof, which will protect the rest of the outstanding structure for years to come without compromising the architectural qualities that make this building individually important or as a contributor to the NRHP eligible Scotia historic district. This treatment appears to be consistent with the Standards for Rehabilitation of a historic structure, and thus meets the requirements set forth in the Scotia Design Guidelines (Takano 2007). The proposed action, if conducted as described and approved in this report, also meets criteria set forth regarding preservation of historic resources in the CEQA (Public Resources Code Section 21084.1).

## 7.0 PROFESSIONAL QUALIFICATIONS

Key individuals that conducted this investigation meet the professional standards described in *Archaeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines*. William Rich and Associates is a consulting firm specializing in various aspects of cultural resources management in Northwestern California. Principal Investigator, William Rich holds a M.A. in Archaeology and Heritage Preservation with nearly two decades of experience in Humboldt and surrounding counties. Mr. Rich is also qualified as an Architectural Historian per the Secretary of the Interior's Standards and has conducted multiple evaluations specifically for historic buildings.

Integral to this investigation are the contributions by local Architectural Historian and Real Estate professional Jill Macdonald, M.A. Ms. Macdonald participated in the fieldwork, and provided her professional opinion regarding the roof cladding replacement project and the theatre's architectural merit. Mr. James Garrison, B.A. provided the historic context section of this report.

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**APPENDIX A**  
Winema Theatre Roof Quotes

AUG 29 2018

# SANDERS ROOFING INC.

Lic. # 837591  
P. O. Box 352  
Fields Landing, CA 95537  
707-443-0503  
Fax 707-443-5103

August, 29, 2018

Proposal submitted to:

Steve Tyler

PO Box 104

Scotia CA 95565

infoscotiacsd@gmail.com

SHAKE

Contract Price: \$162,925.00 Base Price

PROPOSAL #7705

Job Address:

Scotia Winema Theater

Main St

Scotia

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Area to be roofed: Entire building

Install a DaVinci Bellforte

## Price Includes:

Tear off and disposal of existing roofing

Clean and prep existing decking

1/2" sheathing over existing 1x6 decking

Solar hide underlayment

New plumbing and vent flashings

New enameled drip edge metal at perimeter

New enameled metal roof to wall flashings

Stainless steel nails

Complete clean up of all roof related debris

All necessary permits

10 year workmanship warranty

All material is guaranteed to be as specified, and the above work to be performed in accordance with all local and state building codes, and completed in a substantial workmanlike manner for the contract amount of One hundred sixty two thousand nine hundred twenty five dollars (\$162,925.00). This estimate may be subject to price re-quote beyond 60 days from above date. Please check for options.

## Notes:

- Owner is responsible for section R314 and R315 of the California Building Code, referencing the installation of smoke alarms and carbon monoxide alarms as required for final permit inspection.
- The above price does not include any carpentry other than that specified. If damage is found in the roof decking or wood structure, the extent will be determined and a new work order for the repair will be given.
- If you have a satellite dish mounted on your roof. This should be removed by a professional installer, reinstalled on an area other than your roof prior to your roof installation.
- During roofing and especially during roof removal, dirt and debris can filter into your attic or living area. We will attempt to do everything possible to eliminate this potential situation, and ask that you do the same, for we cannot be held responsible for any loss that may occur.

## PAYMENT TERMS:

Payment is due in full upon completion of project. We accept Visa and MasterCard with a 3% surcharge.

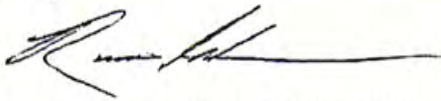
A down payment of 10% of the total cost or \$1,000.00, whichever is less, will be required upon acceptance of contract.

Any change from the above specifications involving extra cost of material or labor will only be executed by owner.

Acceptance: Bob Sanders is hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which I have undersigned and agree to pay the amount mentioned in said proposal.

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_

Respectfully submitted by:



Sanders Roofing Inc.

If accepted, please sign and return one copy, and retain one copy for your records.

Thank you for your business.

Visit our website at [bsandersroofing.com](http://bsandersroofing.com)

Start and completion dates will be established at time of acceptance of proposal and will be agreed upon by both owner and contractor. Sanders Roofing Inc. carries both Liability Insurance and Worker's Compensation Insurance and is a licensed contractor.

For Insurance verification please call 800-205-8400.

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AUG 29 2018

# SANDERS ROOFING INC.

Lic. # 837591  
P. O. Box 352  
Fields Landing, CA 95537  
707-443-0503  
Fax 707-443-5103

March 9, 2018

Revised 8/29/2018

PROPOSAL #7404

Proposal submitted to:

Steve Tyler

PO Box 104

Scotia CA 95565

infoscotiacsd@gmail.com

Job Address:

Scotia Winema Theater

Main St

Scotia

SHINGLE  
Contract Price: \$76,785.00 Base Price

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Area to be roofed: Entire building

Apply CertainTeed Landmark Pro(40yr), algae resistant, laminated, class A fire rated, composition shingles.

(Shingles listed have a Lifetime warranty against manufacturing defects see actual warranty for details and limitations.)

Install a granulated, torch down, modified asphalt system at flat roof area.

Price Includes:

Tear off and disposal of existing roofing

Clean and prep existing decking

1/2" sheeting over existing ship sheeting

30# underlayment of felt to pitched area

1 layer of fiberglass base, nailed at flat roof area

New plumbing and vent flashings

New enameled drip edge metal at perimeter

New enameled metal roof to wall flashings

Raised profile ridge cap

Hot dip galvanized nails

Complete clean up of all roof related debris

All necessary permits

10 year workmanship warranty

All material is guaranteed to be as specified, and the above work to be performed in accordance with all local and state building codes, and completed in a substantial workmanlike manner for the contract amount of Seventy six thousand seven hundred eighty five dollars (\$76,785.00). This estimate may be subject to price re-quote beyond 60 days from above date. Please check for options.

Options:

- To apply CertainTeed Landmark TL(LTD. Life) add additional \$7,850.00 Yes\_\_ No\_\_, We recommend this for the appearance and with the color Shenandoah.

Notes:

- Owner is responsible for section R314 and R315 of the California Building Code, referencing the installation of smoke alarms and carbon monoxide alarms as required for final permit inspection.
- The above price does not include any carpentry other than that specified. If damage is found in the roof decking or wood structure, the extent will be determined and a new work order for the repair will be given.
- If you have a satellite dish mounted on your roof. This should be removed by a professional installer, reinstalled on an area other than your roof prior to your roof installation.
- During roofing and especially during roof removal, dirt and debris can filter into your attic or living area. We will attempt to do everything possible to eliminate this potential situation, and ask that you do the same, for we cannot be held responsible for any loss that may occur.

PAYMENT TERMS:

Payment is due in full upon completion of project. We accept Visa and MasterCard with a 3% surcharge.

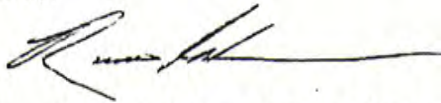
A down payment of 10% of the total cost or \$1,000.00, whichever is less, will be required upon acceptance of contract.

Any change from the above specifications involving extra cost of material or labor will only be executed by owner.

Acceptance: Bob Sanders is hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which I have undersigned and agree to pay the amount mentioned in said proposal.

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_

Respectfully submitted by:



Sanders Roofing Inc.

If accepted, please sign and return one copy, and retain one copy for your records.  
Thank you for your business.

Visit our website at [bsandersroofing.com](http://bsandersroofing.com)

Start and completion dates will be established at time of acceptance of proposal and will be agreed upon by both owner and contractor.  
Sanders Roofing Inc. carries both Liability Insurance and Worker's Compensation Insurance and is a licensed contractor.  
For Insurance verification please call 800-205-8400.

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Established 1919

**McMurray & Sons, Inc.**

**BEND • BROOKINGS • CRESCENT CITY • EUREKA • ROGUE VALLEY**

**Sign & Return**

P.O. Box 1111  
Eureka, CA 95502  
707 443-3088 Fax#: 707 445-5790

## PROPOSAL

CONTRACTOR'S LICENSE NUMBER  
California #249538 Oregon #75780

ESTIMATE #: 150495-000 DATE: 8/06/18

NAME: SCOTIA COM. SERVICES DIST  
ATTN: STEVE TYLER  
P.O. BOX 104  
SCOTIA, CA. 95565  
PHONE: 707 506-3030

JOB LOCATION: WINEMA THEATRE  
SCOTIA

AREA OF WORK: ENTIRE EXCLUDING 6 LOWER DOORWAY  
EYEBROWS

Workmanship Guarantee: 10 Years, 00 Months

### SCOPE OF WORK:

OBTAIN ALL NECESSARY BUILDING PERMITS ONLY.

REMOVE & DISPOSE OF ONE LAYER OF EXISTING ROOFING.

INSTALL 1/2" CDX SHEATHING TO PROVIDE A NAILING BASE.

INSTALL ONE LAYER OF SYNTHETIC UNDERLAYMENT.

INSTALL ICE AND WATER SHIELD UNDERLAYMENT AT LOWER PITCHED AREAS.

INSTALL NEW PAINTED METAL ROOF FLASHINGS.

INSTALL NEW PAINTED EDGE METAL.

INSTALL CONTINUOUS RIDGE VENT TO RIDGE AREA.

REUSE ALL ROOF TO WALL FLASHING ANY REPLACEMENT OR ROOF TO WALL SIDING  
WORK WILL BE EXTRA COST.

ALL ROOF TOP VENTING IS INCLUDED ACCORDING TO CURRENT BUILDING CODES.  
ANY ADDITIONAL VENTING SUCH AS UNDER EAVE OR GABLE WOULD BE DONE AT  
AN ADDITIONAL COST.

INSTALL MODIFIED BITUMEN ROOFING WHERE NECESSARY ON FLAT AREAS ETC.

### TILE ROOFING:

INSTALL A DAVINCI BELLAFORTE SHAKE.

SHAKE

324,930.00

\*\*\*\*\* INFORMATION CONTINUED ON NEXT PAGE \*\*\*\*\*

### Acceptance of Proposal

**By signing below, I realize I am NOT entering into a legal and binding contract for the work specified above.** This document will become an attachment to the actual Home Improvement Contract. No contract will exist unless and until you do the following:

To enter into a contract and proceed with the work outlined above, select the roofing option you wish, initial all clauses where indicated, and sign below. Please return this signed proposal to McMurray & Sons, Inc. at the address indicated above. The salesman identified in your packet will contact you to arrange a meeting at your convenience to present the Home Improvement Contract.

Owner's Signature

Date

McMurray & Sons, Inc.

Date





Established 1919

**McMurray & Sons, Inc.**

**BEND • BROOKINGS • CRESCENT CITY • EUREKA • ROGUE VALLEY**

SIGN AND RETURN

PAGE: 2

NAME: SCOTIA COM. SERVICES DIST

8/06/18

ESTIMATE#: 150495-000

CUSTOMER SPECIFIED COLOR: \_\_\_\_\_

**GENERAL INFORMATION:**

ANY ROOFTOP EQUIPMENT, CONDUIT, DUCTS, ETC. NEED TO BE REMOVED AND RESET BY OTHERS AS NEEDED.

OTHERS TO MOVE FRONT RAILING AND REINSTALL.

NO OTHER CARPENTRY WORK ON DRY-ROTTED SHEATHING OR STRUCTURE INCLUDED. ANY ADDITIONAL CARPENTRY WOULD BE DONE ON A TIME AND MATERIAL BASIS WITH OWNERS VERBAL APPROVAL. RATE IS \$75.00 PER MAN HOUR.

THOROUGHLY CLEAN UP AND REMOVE ALL ROOFING RELATED MATERIAL FROM THE EXTERIOR. MCMURRAY & SONS IS NOT RESPONSIBLE FOR ANY WASHING OR CLEANING OF ANY INTERIOR OR EXTERIOR SURFACES SUCH AS WINDOWS, SIDING, SHRUBBERY, SIDEWALKS, DECKS, ATTICS, ETC.

INTERGRATED GUTTERS ARE EXCLUDED (MAY FALL APART)WE RECOMMEND AIRTIGHT TO PERFORM GUTTER WORK.

NOTE: FINIALS WILL NEED TO BE PULLED AND REATTACHED (BY OTHERS)

ANY VERTICAL SURFACE (WALL, CHIMNEY, ETC.) ABOVE OUR NEW FLASHING ATTACHMENT IS NOT COVERED BY OUR WORKMANSHIP GUARANTEE.

OWNER AGREES TO REMOVE OR PROTECT ALL PROPERTY WHICH MAY BE DAMAGED DURING THIS JOB, INCLUDING MOVABLE LANDSCAPING, INTERIORS, VEHICLES, ETC. OWNER ACKNOWLEDGES THAT THIS WORK WILL PRODUCE SIGNIFICANT LEVELS OF NOISE,DUST,& DEBRIS, AND THAT DEBRIS MAY FILTER THROUGH ROOF BOARDS AND SETTLE ON CONTENTS BELOW. OWNER'S SIGNATURE RELEASES US FROM ALL LIABILITY OF ABOVE CONDITIONS, NOT INCLUDING SOLE NEGLIGENCE BY US. INITIAL TO ACKNOWLEDGE ACCEPTANCE OF DAMAGE TERMS:

STATE LAW REQUIRES THE INSPECTION OF SMOKE & CARBON MONOXIDE ALARMS WITH ALL BUILDING PERMITS. GOVERNMENT OFFICIALS WILL REQUIRE PHYSICAL INSPECTION. IT IS UNDERSTOOD AND AGREED THAT IT IS THE SOLE RESPONSIBILITY OF THE HOMEOWNER TO REQUEST FINAL INSPECTIONS WITH THE APPRO-

\*\*\*\*\* INFORMATION CONTINUED ON NEXT PAGE \*\*\*\*\*

CUSTOMER INITIALS \_\_\_\_\_





Established 1919

# McMurray & Sons, Inc.

BEND • BROOKINGS • CRESCENT CITY • EUREKA • ROGUE VALLEY

## Customer Copy

P.O. Box 1111  
Eureka, CA 95502  
707 443-3088 Fax#: 707 445-5790

## PROPOSAL

CONTRACTOR'S LICENSE NUMBER  
California #249538 Oregon #75780

ESTIMATE #: 150495-000 DATE: 3/28/18

NAME: SCOTIA COM. SERVICES DIST  
ATTN: STEVE TYLER  
P.O. BOX 104  
SCOTIA, CA. 95565  
PHONE: 707 506-3030

JOB LOCATION: WINEMA THEATRE  
SCOTIA

AREA OF WORK: ENTIRE EXCLUDING 6 LOWER DOORWAY  
EYEBROWS

Workmanship Guarantee: 10 Years, 00 Months

### SCOPE OF WORK:

\*\*\*\*\*

OBTAIN ALL NECESSARY PERMITS.

REMOVE & DISPOSE OF ONE LAYER OF EXISTING ROOFING.

INSTALL 1/2" CDX SHEATHING TO PROVIDE A NAILING BASE.

INSTALL ONE LAYER OF 15LB. FELT UNDERLAYMENT.

INSTALL NEW PAINTED METAL ROOF FLASHINGS.

INSTALL NEW PAINTED EDGE METAL.

INSTALL CONTINUOUS RIDGE VENT TO RIDGE AREA.

REUSE ALL ROOF TO WALL FLASHING ANY REPLACEMENT OR ROOF TO WALL SIDING  
WORK WILL BE EXTRA COST.

ALL ROOF TOP VENTING IS INCLUDED ACCORDING TO CURRENT BUILDING CODES.  
ANY ADDITIONAL VENTING SUCH AS UNDER EAVE OR GABLE WOULD BE DONE AT  
AN ADDITIONAL COST.

INSTALL MODIFIED BITUMEN ROOFING WHERE NECESSARY ON FLAT AREAS, ETC.

### COMPOSITION SHINGLES:

INSTALL A CLASS "A" LAMINATED IKO CAMBRIDGE COMPOSITION SHINGLE  
(ALGAE RESISTANT) WIND RATED @ 110 MPH

Skua  
For 8/6/18  
163,150.00

SHINGLE

\*\*\*\*\* INFORMATION CONTINUED ON NEXT PAGE \*\*\*\*\*

### Acceptance of Proposal

By signing below, I realize I am NOT entering into a legal and binding contract for the work specified above. This document will become an attachment to the actual Home Improvement Contract. No contract will exist unless and until you do the following:

To enter into a contract and proceed with the work outlined above, select the roofing option you wish, initial all clauses where indicated, and sign below. Please return this signed proposal to McMurray & Sons, Inc. at the address indicated above. The salesman identified in your packet will contact you to arrange a meeting at your convenience to present the Home Improvement Contract.

Owner's Signature

Date

McMurray & Sons, Inc.

packet page 62

Date





Rec'd  
7-31-18

### ALVES INC.

A, B, C39, & C61/D24 Contractor  
4200 West End Road  
Arcata, CA 95521  
(707) 825-4725 • Fax (707) 825-4727  
www.thinkalvesinc.com • Lic. #739085



E-MAILED

7/26/18

# PROPOSAL

Page No. 1 of 1 Pages

TO Scotia Community Services District  
Attn: Steve Tyler  
PO Box 104  
Scotia CA 95565

PHONE  
506-3030

DATE  
7/25/2018

JOB NAME / LOCATION  
Scotia Theatre  
infoscotiacsd@gmail.com

JOB NUMBER  
R-264-2018 -revised

JOB PHONE

SHINGLE

We hereby submit specifications and estimates for:

### Complete Structure:

- Remove and dispose/recycle existing layer of roof coverings.
- Install OSB sheathing to pitched areas only.
- Install approx. 98 lineal feet of ridge vent and 5 R.V. vents.
- Install PVC roofing membrane on Flat Balcony.
- Install 15# synthetic felt.
- Install Malarkey Highlander/Vista Algae Resistant dimensional \*Shingles. *3042* \$64,221.00 ✓

[ ] Malarkey Legacy Algae Resistant \*Shingles. *3042* Add: \$ 5,865.00

[ ] Malarkey Windsor algae Resistant \*Shingles. *4042* Add: \$14,000.00 ✓

[ ] Install plywood instead of OSB. Add: \$ 2,346.00 ✓

**NOTE:** Any additional roof related work necessary for installation of the new roofing system will be performed at \$85 per man per hour + materials.

*80,567 (NO PERMITS)*

### 10 Year Workmanship Guarantee. \*Manufacturers Warranty on Materials.

Permit, standard roof jacks, painted perimeter metal, skylight flashing and chimney flashing as needed.  
Complete cleanup of all roofing materials and related debris. No carpentry or painting unless noted above.

**Owner agrees to all stipulations of "Notice to Owner" (on reverse) and the enclosed Information Sheet.**

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of: \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

Payment to be made as follows:

10% down payment (\$1000 Maximum) , materials payment 30 days before start, and remainder due upon completion.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within 10 days.

### Acceptance of Proposal — The above prices,

specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

packet page 63



## NOTICE TO OWNER

“Under the California Mechanic’s Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if contractor’s subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a “Preliminary Notice.” Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics’ lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics’ lien against your property is 90 days after substantial completion of your project.”

“State law requires anyone who contracts to do construction work to be licensed by the Contractors State License Board in the license category in which the contractor is going to be working if the total of the job is \$500 or more (including labor and materials).

“Licensed contractors are regulated by laws designed to protect the public. If you contract with someone who does not have a license, the Contractors State License Board may be unable to assist you with a complaint. Your only remedy against an unlicensed contractor may be in civil court, and you may be liable for damages arising out of any injuries to the contractor or his or her employees.

“You may contact the Contractors State License Board to find out if this contractor has a valid license. the Board has complete information on the history of the licensed contractors, including any possible suspensions, revocations, judgments, and citations. The Board has offices throughout California. Please check the Government Pages of the white pages for the office nearest you or call 1-800-321-CSLB for more information.”

“Contractors are required by law to be licensed by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826.



# Scotia Community Services District

## Staff Report

DATE: July 18, 2019

TO: Scotia Community Services District Board of Directors

FROM: Leslie Marshall, General Manager

SUBJECT: Consider Adopting Resolution 2019-15: A Resolution of the Scotia Community Services District (SCSD) Board of Directors Amending the SCSD Bylaws.

---

### **RECOMMENDATION:**

The Administrative staff recommends that the SCSD Board consider Adopting Resolution 2019-15, Amending the SCSD Bylaws.

### **ACTION:**

Review the Amended SCSD Bylaws and Adopt Resolution 2019-15: A Resolution of the Scotia Community Services District (SCSD) Board of Directors Amending the SCSD Bylaws.

### **DISCUSSION:**

California Government Code §61045 (g) requires the Board to adopt administrative policies for the operation of the SCSD. The Special District Risk Management Authority (SDRMA) recommends that California Public Agencies, review all existing adopted Policies, Procedures and Programs on an annual basis. SDRMA also recommends that administrative staff provide revisions for all adopted policies, procedures and programs, to their respective Board, for consideration and adoption by resolution.

Administrative staff have completed the annual review of the SCSD Board adopted SCSD Bylaws and recommend that the Board consider the revisions to the Bylaws, for adoption by Resolution 2019-15. The Bylaws revisions follow the State and SDRMA guidelines, comply with the SCSD Board Policies and have been reviewed by Legal Counsel.

### **FISCAL IMPACT:**

None

### **ATTACHMENTS:**

- Resolution 2019-15: A Resolution of the Scotia Community Services District (SCSD) Board of Directors Amending the SCSD Bylaws.
- Revised Bylaws

**RESOLUTION NO. 2019-15**

**A RESOLUTION OF THE SCOTIA COMMUNITY SERVICES  
DISTRICT BOARD OF DIRECTORS  
TO AMEND THE SCOTIA COMMUNITY SERVICES DISTRICT BYLAWS**

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

**WHEREAS**, California Government Code Section 61045(g) requires the Board to adopt rules or bylaws for the proceedings of the Scotia Community Services District; and

**WHEREAS**, to ensure the orderly process and function of the Scotia CSD, it is necessary to adopt and periodically update bylaws which set out Board rules and governance procedures; and

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

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

Section 2: The Bylaws of the Scotia Community Services District dated July 18, 2019, attached hereto and by this reference made a part hereof, are hereby adopted as the official Bylaws of this District.

This resolution shall be effective upon its adoption.

Dated: July 18, 2019

APPROVED:

\_\_\_\_\_  
Paul Newmaker, Board President, Scotia CSD

ATTEST:

\_\_\_\_\_  
Board Clerk, Scotia CSD

### CLERK'S CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of Resolution No. 2019-15, passed and adopted at a regular meeting of the Board of Directors of the Scotia Community Service District, County of Humboldt, State of California, held on the 18th day of July, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

---

Board Clerk, Scotia CSD



BYLAWS

OF THE

SCOTIA COMMUNITY SERVICES DISTRICT

ADOPTED

DECEMBER 17, 2015

ADMINISTRATIVELY UPDATED

July~~November~~ 128, 20198



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## ARTICLE 1.0 DISTRICT POWERS

### 1.1 Powers

Subject to the limitations of laws governing community services districts, all District powers shall be exercised by or under the authority of the Board. The business and affairs of the District shall also be controlled by the Board. The express powers of the District at this time are as follows:

- (a) Select and remove all other officers, agents and employees of the District; prescribe such powers and duties for them that are consistent with law, or the Bylaws; and fix their compensation.
- (b) Conduct, manage and control the affairs and business for the District and to make rules and regulations that are consistent with state or federal law.
- (c) Change the monthly meeting place and/or time; change the principal office for the transaction of business of the District from one location to another within the same District, as provided in this document.
- (d) Represent the inhabitants of the District on any District problems with various regulatory agencies.
- (e) Supply the inhabitants of the District with water for domestic use, irrigation, sanitation, industrial use, fire protection, and recreation.
- (f) Collect, treat, and/or dispose of wastewater, and stormwater of the District and its inhabitants.
- ~~(g) Protect the community against fire, supporting a fire department with emergency response and rescue services, which may include emergency medical services.~~
- (gh) Acquire, construct, improve, maintain and operate public recreation through parks, which may include but not limited to, baseball parks, soccer fields, playgrounds, museum, theater, or other recreation facilities.
- ~~(hi) Acquire, construct, improve, maintain and operate community facilities, which may include but not limited to, community centers, libraries, theatres, and museum, s, cultural facilities, and childcare facilities.~~
- (ij) Acquire, construct, improve, maintain and operate historic street lighting.
- (jk) Take or acquire real or personal property of every kind within or outside the District by condemnation, contract, deed, devise, gift, grant, lease, or purchase. To convey, dispose of, encumber, hold, manage, and occupy property, and to create a lease hold interest in the property for the benefit of the District.
- (kl) Sue and be sued in all actions and proceedings in all courts and tribunals of appropriate jurisdiction in its own name.
- (lm) Borrow money, incur or assume debt and issue bonds or other evidences of such debt; provided, however, that the District shall not incur any bonded debt to exceed 15% of all assessed value of all taxable property in the District at the time bonds are issued, except revenue bonds issued.



- (~~mn~~) Adopt ordinances following state law, and to adopt regulations to govern the use of District facilities and property, including regulations imposing reasonable charges for their use.
- (~~ne~~) Contract with any city, county, district, JPA, political subdivision, political corporation, other public agency of the state, or Private Corporation, to purchase or acquire from, or to sell to, or jointly acquire, construct, operate or maintain a water or wastewater system.
- (~~op~~) Levy and cause to be collected, user feestaxes and benefit assessments for the purpose of carrying on the operations and paying the obligations of the District.
- (~~pq~~) Enter into and perform all contracts for any and all purposes necessary and convenient for the full exercise of its powers.
- (~~qr~~) Take any and all actions necessary to carry out the provisions of these powers, and any express or implied powers in the Government Code.

## **ARTICLE 2.0 ELECTIONS**

### **2.1 Election Code Provisions Applicable**

The provisions of the Election Code relating to the qualification of electors, the manner of voting, the duly elected officers, the canvassing of returns, and all other particulars in respect to the management of general elections so far as they may be applicable shall govern all District elections.

### **2.2 Nomination of Directors**

Nominations for the office of director shall be made by petition of not less than ten (10), nor more than twenty (20) registered electors filed with the Humboldt County Elections Department not earlier than seventy-five (75) days nor later than 5:00 p.m. on the fiftieth (50th) day before the election. The Humboldt County Elections Department shall publish notice such petitions as may be received. Notice shall be published at least seven (7) days prior to the final date for receiving petitions.

### **2.3 Notice of Election**

Notice of each District election shall be published by the Humboldt County Elections Department once a week for two (2) successive weeks prior to the election, as set forth in the GC §6066 of the State of California.

### **2.4 Cancellation of Election**

If on the fiftieth (50th) day prior to a general District election one (1) person only has been nominated for each of the positions of director to be filled at that election, or if no person has been so nominated for any one or more of the officers, any petition signed by five percent (5%) of the voters requesting that the election be held has not been presented to the Board, the election shall not be held. In such case, the publication heretofore provided for shall instead of calling an election, state that no election is to be held and that the Board of Supervisors shall, in accordance with Elections Code Section 61043(a),

appoint those nominated for the position of director; or if no person has been nominated for the position, the Board of Supervisors will appoint any qualified person or persons.

## **ARTICLE 3.0 DIRECTORS**

### **3.1 Number of Directors**

The authorized number of Directors of the District shall be five (5) until changed by election. The Directors shall be elected at large.

### **3.2 Election and Term of Office**

Directors shall be elected for four (4) year terms on the first Tuesday after the first Monday in November in even numbered years, with terms staggered such that three (3) Directors shall be elected in a single election, and the remaining two (2) Directors elected two (2) years later, in accordance with applicable provisions of the Government Code and Elections Code.

### **3.3 Seating of Directors**

All elected Directors shall take office on December 1, or at the regularly scheduled Board Meeting in December, following election or upon certification of the election.

### **3.4 Terms of Succeeding Directors**

The term of office of each Director shall be four (4) years.

### **3.5 Vacancies**

All vacancies on the Board will be filled by appointment by the remaining Directors. If the Board fails to fill a Director position, the County of Humboldt shall intercede.

### **3.6 Compensation of Directors**

~~District Board members shall receive a stipend for attendance at regular and special Board meetings. District Board members shall receive a stipend for attendance at meetings of the Board committees to which they have been delegated as a member. No Director will collect more per month than provided by State law. The amount per stipend shall be determined by resolution.~~

Members of the Board of Directors may receive compensation per state law for each meeting of the Board attended by him/her, or for each day's service rendered as a Director by request of the Board. A "day of service" means each meeting conducted pursuant to the Ralph M. Brown Act regardless of whether or not the meetings are held on the same day and authorized meetings as defined in the following section. The SCSD Board receives compensation in the amount of \$50.00 for a "day of service".

## **ARTICLE 4.0 OFFICERS AND STAFFING**

### **4.1 Officers**

The Officers of the District shall be a President and Vice President. The District shall also have a General Manager and Clerk of the Board. A Director shall not be the General

Manager or Clerk of the Board, however, the General Manager and Clerk of the Board may be the same person.

#### **4.2 Compensation**

At any time the Board may appoint, employ, fix the compensation of, and prescribe the authorities and duties of the officers, employees, attorneys, engineers, or independent contractors necessary for the business of the District.

#### **4.3 Performance Bond**

The General Manager, Clerk of the Board, and any other employee or assistant of the District, if required to do so by the Board, shall each give a bond to the District conditioned for the performance of his or her duties as the Board may require. ~~The Treasurer must provide a performance bond.~~

#### **4.4 Board Organization**

The Board shall reorganize at the regular meeting of the Board in December each year.

#### **4.5 President of the Board**

The President of the Board shall, if present, preside at all meetings of the Board and exercise and perform powers and duties as may be required by the Board or presented by the Bylaws, or the statutes governing the community services districts within the State of California. The President shall be an ex-officio member of all standing committees.

#### **4.6 Vice President of the Board**

In the absence or disability of the President, the Vice President shall perform all the duties of the President, and shall have all the powers and restrictions upon the President. The Vice President shall have the powers and duties as from time to time may be required by the Board and Bylaws, or the statutes governing the community services districts within the State of California.

#### **4.7 General Manager**

The General Manager shall serve as advisor to the President and Board, and shall, if directed by the Board, execute and direct enforcement of ordinances and resolutions passed by the Board. The General Manager shall develop information pertinent to the services to be performed by the District and report this information to the Board, and shall act as a contact between the Board and all county, city and governmental regulatory bodies. The General Manager shall carry out all orders, directions, and policies of the District. The General Manager shall (a) have full charge and control of the maintenance, construction, and the day-to-day operations of the District; (b) have full power and authority to fill all positions authorized by the Board and to discharge from such positions any employee; (c) prescribe the duties of employees; (d) keep and maintain, or cause to be kept and maintained, all financial records of the District, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus, and shares; (e)

deposit all monies in such depositories as may be designated by the Board; (f) disburse funds of the District as may be ordered by the Board, and render to the President and Directors upon request, an account of all of the transactions and of the financial condition of the District; (g) perform other duties imposed by the Board; and (h) report to the Board in accordance with the rules and regulations the Board adopts.

#### **4.8 Clerk of the Board**

The Clerk of the Board shall keep or cause to be kept at the principal office, or such other place as the Board of Directors may order, a book of minutes of all meetings of directors with the time and place of meeting, whether regular or special, and if special, who authorized, the notice thereof given and the names of those present at the Director's meetings. The Clerk of the Board shall keep or cause to be kept, at the principal office any register showing the names and addresses of the directors of the service district. The Clerk of the Board shall give or cause to be given, notice of all meetings of the Board of Directors required by the Bylaws or the laws of the State of California, and shall keep the seal of the service district in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

#### **4.9 Annual Audit**

The General Manager shall have a certified auditing firm audit the District's books annually at the end of each fiscal year, and as directed by the Board.

### **ARTICLE 5.0 DISTRICT OFFICE**

#### **5.1 Location**

The district office for the transaction of business of the Scotia Community Services District (the "District") is located at 400 Church Street, Scotia, California 95565. The Board has full power and authority to change the district office from one location to another in the District. Any such change shall be noted in the Bylaws or this section may be amended by resolution to state the new location.

### **ARTICLE 6.0 MEETINGS**

#### **6.1 Place and Time of Meetings**

Regular monthly meetings of the Board shall be held in the District office on the third Thursday of each and every month, at 5:30 p.m. (unless another meeting place and/or time is set in case of necessity). The place and time of meetings may be changed by the Board by resolution.

#### **6.2 Special Meetings**

Non-emergency Special Board meetings may be called by the Board President or by a majority of the Board in accordance with the Ralph M. Brown Act.~~Special meetings of the Board may be called for any purpose at any time by the President or Vice President.~~

### **6.3 Emergency Meetings**

1.3.1 In the event of an emergency involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board of Directors may hold an emergency special meeting without complying with the twenty-four (24) hour notice required in Section 3.5.2, above. An emergency means a crippling disaster which severely impairs public health, safety, or both, as determined by a majority of the members of the Board or work stoppage or other activity which severely impairs public health, safety, or both, as determined by a majority of the members of the Board.

Newspapers of general circulation in the District, radio stations and television stations which have requested notice of special meetings in accordance with the Ralph M. Brown Act (California Government Code §54950 through §54926) shall be notified by at least one (1) hour prior to the emergency special meeting. In the event that telephone services are not functioning, the notice requirement of one hour is waived, but the General Manager, or his/her designee, shall notify such newspapers, radio stations, or television stations of the fact of the holding of the emergency special meeting, and of any action taken by the Board, as soon after the meeting as possible.

No closed session may be held during an emergency special meeting, and all other rules governing special meetings shall be observed with the exception of the twenty-four (24) hour notice. The minutes of the emergency special meeting, a list of persons the General Manager or designee notified or attempted to notify, a copy of the roll call vote(s), and any actions taken at such meeting shall be posted for a minimum of ten (10) days in a public place at the District office as soon after the meeting as possible.

~~An emergency meeting of the Board may be called by the Board in accordance with provisions of the Ralph M. Brown Act.~~

### **6.4 Public Notification**

All meetings, whether regular, special or emergency, shall be open and public and notice shall be given to the Board and to the public in accordance with the provisions of the Board Policies Manual and the Ralph M. Brown Act.

### **6.5 Form of Action**

The Board shall act only by ordinance, resolution, or motion.

### **6.6 Quorum**

A majority of the authorized number of Directors shall be necessary to constitute a quorum for the transaction of business (3 constitutes a majority). No ordinance, resolution or motion shall be passed or become effective without the affirmative vote of at least a majority of the members of the Board.

### **6.7 Board Policies**

The Board shall establish rules for its proceedings.

## **ARTICLE 7.0 DISTRICT ADMINISTRATION**

### **7.1 Depository of District Money**

The Board shall designate a financial institution(s) or governmental agency(ies) for the depository of the District's money.

### **7.2 Inspection of District Records**

Inspection of District records shall be open to inspection upon the written demand of any person in accordance with State law.

### **7.3 Records**

All District records shall be retained, in accordance with the District's Records Retention Policy.

### **7.4 Methods of Payment**

All methods of payment shall be made in accordance with the District's ~~Financial Management Purchasing and Procurement Policy~~ Financial Management Policy.

### **7.5 Contracts**

All contracts shall be entered into in accordance with the ~~Financial Management Purchasing and Procurement~~ Financial Management Policy.

### **7.6 Review of Bylaws**

An updated copy of the Bylaws shall be available for review at the District Office within business hours.

### **7.7 Public Session**

All legislative sessions of the Board shall be conducted in accordance with the Ralph M. Brown Act. Public sessions shall generally be conducted in accordance with District Bylaws and applicable statutes.

### **7.8 Recall of Directors**

Every incumbent of the office of Director, whether elected by popular vote for a full term or appointed, may be recalled by the voters in accordance with the recall provisions of the Elections Code of the State of California.

### **7.9 Seal**

The District may adopt a seal and alter it ~~at pleasure.~~ as the Board of Directors shall deem necessary.

### **7.10 Contract Bids**

All contracts for the construction of any unit of work, except as otherwise statutorily provided, shall be in accordance with State law.

## **ARTICLE 8.0      AMENDMENTS**

### **8.1      Amendments**

These Bylaws may be altered, amended, repealed, in whole or in part, and new Bylaws may be adopted by the Board of Directors from time to time as the Board shall deem necessary. Any changes must be proposed in writing at least one regular meeting before adoption may be completed. Changes must be approved by at least a majority vote.

# Scotia Community Services District

## Staff Report

DATE: July 18, 2019

TO: Scotia Community Services District Board of Directors

FROM: Leslie Marshall, General Manager

SUBJECT: Consider the adoption of Resolution 2019-16: An application to apply for Federal funding (FEMA) through the agency of the Governor's Office of Emergency Services (Cal OES).

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### **RECOMMENDATION:**

The Administrative staff recommends that the Scotia Community Services District (SCSD) Board adopt Resolution 2019-16 (Designation of Applicant's Agent Resolution for Non-State Agencies) which authorizes staff to apply for Federal and State funding through the Cal OES to assist in the financial burden of repairing the broken primary clarifier.

### **ACTION:**

Review and approve Resolution 2019-16: An application to apply for Federal funding (FEMA) through the agency of the Governor's Office of Emergency Services (Cal OES).

### **DISCUSSION:**

In February of this year heavy rains were likely the cause of a heavy influx of excess debris into the SCSD waste stream. This significant increase caused the skimmer and sludge arms of the primary clarifier to buckle and break. The cost of repair is estimated at approximately \$200,000. In May of 2019 the federal administration declared a major disaster in 17 counties due to the heavy storms at the end of February. Humboldt was included in this declaration, which makes the SCSD eligible to apply for this funding.

Staff will be meeting with FEMA representatives to begin funding process for the primary clarifier this week.

### **FISCAL IMPACT:**

None at this time

### **ATTACHMENTS:**

Resolution 2019-16 (from Cal OES): Designation of Applicant's Agent Resolution for Non-State Agencies



**RESOLUTION NO. 2019-16**  
**A RESOLUTION OF THE SCOTIA COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS**  
**DESIGNATION OF APPLICANT'S AGENT RESOLUTION**  
**FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE Board of Directors OF THE Scotia Community Services District  
(Governing Body) (Name of Applicant)

THAT General Manager, OR  
(Title of Authorized Agent)

Assistant General Manager, OR  
(Title of Authorized Agent)

Lead Operator  
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the SCOTIA COMMUNITY SERVICES DISTRICT, a public entity  
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the SCOTIA COMMUNITY SERVICES DISTRICT, a public entity established under the laws of the State of California, (Name of Applicant) hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

**Please check the appropriate box below:**

☒ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval  
☐ below. This is a disaster specific resolution and is effective for only disaster number(s) \_\_\_\_\_

Passed and approved this 18th day of July,

Paul Newmaker, President of the Board  
(Name and Title of Governing Body Representative)

Diane Bristol, Vice President of the Board  
(Name and Title of Governing Body Representative)

Scott Pitcairn, Director of the Board  
(Name and Title of Governing Body Representative)

Susan Pryor, Director of the Board  
(Name and Title of Governing Body Representative)

Nina Sellen, Director of the Board  
(Name and Title of Governing Body Representative)

**CERTIFICATION**

I, Jennifer McDonald, duly appointed and Board Clerk of  
(Name) (Title)

SCOTIA COMMUNITY SERVICES DISTRICT, do hereby certify that the above is a true and correct copy of a  
(Name of Applicant)

Resolution passed and approved by the Board of Directors of the SCOTIA COMMUNITY SERVICES DISTRICT  
(Governing Body) (Name of Applicant)

on the 18th day of July, 20 19.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**Cal OES Form 130 Instructions**

**A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.**

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

**Resolution Section:**

**Governing Body:** This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

**Name of Applicant:** The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

**Authorized Agent:** These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

**Governing Body Representative:** These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

**Certification Section:**

**Name and Title:** This is the individual that was in attendance and recorded the Resolution creation and approval.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification."

# Scotia Community Services District

## Staff Report

DATE: July 18, 2019  
TO: Scotia Community Services District Board of Directors  
FROM: Leslie General Manager  
SUBJECT: Consider Approval of Legal Services Agreement Between Scotia Community Services District and Prentice, Long & Epperson for Term July 1, 2019 to June 30, 2022, General Counsel Services

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### **RECOMMENDATION:**

The Administrative staff recommends that the Board review and approve the Legal Services Agreement (Agreement) between Scotia Community Services District (District) and Prentice, Long & Epperson P.C. (Law Firm) for Term July 1, 2019 to June 30, 2022, General Counsel Services.

### **ACTION:**

Review, approve, and authorize President Newmaker to sign the Agreement between the District and the Law Firm for Term July 1, 2019 to June 30, 2022, General Counsel Services.

### **DISCUSSION:**

The SCSD Board of Directors accepted an agreement for legal services from Prentice, Long, and Epperson for the Fiscal Year 2018/2019 at its regularly scheduled meeting on July 19, 2018. The agreement has expired and is now up for renewal.

The Agreement between the District and the Prentice, Long & Epperson P.C. includes the request by the Board for a one (3) year term, beginning on July 1, 2019 and ending on June 30, 2022 and a flat rate of \$1,700.00 per month. Exhibit A, the scope of work, identifies the services to be provided and Exhibit B, includes the compensation schedule and reimbursement expenses.

### **FISCAL IMPACT:**

Flat rate of \$1,700.00 per month (see attached Agreement).

**LEGAL SERVICES AGREEMENT BETWEEN SCOTIA COMMUNITY SERVICES  
DISTRICT AND  
PRENTICE, LONG & EPPERSON FOR GENERAL COUNSEL SERVICES**

THIS AGREEMENT for legal services is entered into by and between the Scotia Community Services District (hereinafter referred to as "District") and PRENTICE, LONG & EPPERSON P.C. (hereinafter referred to as "Law Firm"), as of (the "Effective Date") through.

**SECTION 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Law Firm shall provide to District the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A/B at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A/B, the Agreement shall prevail.

**1.1 Term of Services.** The term of this Agreement shall begin on July 1, 2019 and end on June 30, 2022.

**1.2 Standard of Performance.** Law Firm shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Law Firm is engaged in the geographical area in which Law Firm practices its profession. Law Firm shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Law Firm's profession.

**1.3 Assignment of Personnel.** Law Firm shall assign only competent personnel to perform services pursuant to this Agreement. Margaret Long will be assigned as General Counsel.

**1.4 Time.** Law Firm shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Law Firm's obligations hereunder. It is anticipated that the assigned Counsel or her designee shall attend all regular meetings.

**SECTION 2. COMPENSATION.** Notwithstanding any contrary indications that may be contained in Law Firm's proposal, District agrees to pay Law Firm in accordance with the Compensation Schedule provided in Exhibit B for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Law Firm's proposal regarding the amount of compensation, the Agreement shall prevail. District shall pay Law Firm for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from District to Law Firm for services rendered pursuant to this Agreement. Law Firm shall submit all invoices to District in the manner specified herein.

**2.1 Invoices.** Law Firm shall submit invoices not more often than once a month during the term of this Agreement (unless requested otherwise by District), based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;

- A Task Summary containing the amount of any prior billings, the total due for the period being billed for, and any outstanding sums remaining unpaid; and
- The applicable time entries showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense.

**2.2 Monthly Payment.** District shall make monthly payments, based on invoices received, for services satisfactorily performed and for authorized reimbursable costs incurred. District shall have thirty (30) days from receipt of an invoice to pay Law Firm.

**2.3 Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B, and expenses not listed in Exhibit B are not chargeable to District.

**2.4 Payment of Taxes.** Law Firm is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

**2.5 Payment upon Termination.** In the event that District or Law Firm terminates this Agreement pursuant to Section 7 of this Agreement, District shall compensate the Law Firm for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Law Firm shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

**2.6 Authorization to Perform Services.** Law Firm is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from District.

**SECTION 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Law Firm shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. District shall make available to Law Firm only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

District shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Law Firm's use while consulting with District employees and reviewing records and the information in possession of District. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of District. In no event shall District be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

#### **SECTION 4. INSURANCE REQUIREMENTS.**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

#### **Other Insurance Provisions**

**The insurance policies are to contain, or be endorsed to contain, the following provisions:**

##### ***Additional Insured Status***

**The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

##### ***Primary Coverage***

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

##### ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

##### ***Waiver of Subrogation***

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

##### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

#### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

#### ***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

#### ***Verification of Coverage***

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

#### ***Subcontractors***

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

#### ***Special Risks or Circumstances***

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### ***Indemnity***

Contractor shall hold harmless, defend and indemnify Entity and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs in connection with Contractor's direct negligence in the performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Entity.

### **SECTION 5. STATUS OF LAW FIRM.**

**5.1 Independent Contractor.** At all times during the term of this Agreement, Law Firm shall be an independent contractor and shall not be an employee of District. District shall have the right to control Law Firm only insofar as the results of Law Firm's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, District shall otherwise not have the right to control the means by which Law Firm accomplishes services rendered pursuant to this Agreement. Notwithstanding any other District, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Law Firm – and any of its employees, agents, and subcontractors providing services under this Agreement – shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by District, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of District, and entitlement to any contribution to be paid by District for employer contributions and/or employee contributions for PERS benefits.

**5.2 Law Firm Not Agent.** Except as District may specify in writing or as provided by law, Law Firm shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Law Firm shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

## **SECTION 6. LEGAL REQUIREMENTS.**

**6.1 Governing Law.** The laws of the State of California shall govern this Agreement.

**6.2 Compliance with Applicable Laws.** Law Firm and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

**6.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Law Firm and any subcontractors shall comply with all applicable rules and regulations to which District is bound by the terms of such fiscal assistance program.

**6.4 Licenses and Permits.** Law Firm represents and warrants to District that Law Firm and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature legally required to practice their respective professions. Law Firm represents and warrants to District that Law Firm and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals legally required to practice their respective professions. In addition to the foregoing, Law Firm and any subcontractors shall obtain and maintain during the term of this Agreement any required business licenses from District.

**6.5 Nondiscrimination and Equal Opportunity.** Law Firm shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Law Firm under this Agreement. Law Firm shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

## **SECTION 7. TERMINATION AND MODIFICATION.**



**7.1 Termination.** District or Law Firm may cancel this Agreement upon sixty (60) days' written notice.

In the event of termination, Law Firm shall be entitled to compensation for services performed to the effective date of termination; District, however, may condition payment of such compensation upon Law Firm delivering to District copies of any or all reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Law Firm prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder. Originals of attorney work product shall remain the property of Law Firm.

**7.2 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

**7.3 Assignment and Subcontracting.** District and Law Firm recognize and agree that this Agreement contemplates personal performance by Law Firm and is based upon a determination of Law Firm's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to District for entering into this Agreement was and is the professional reputation and competence of Law Firm. Law Firm may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Law Firm shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

**7.4 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between District and Law Firm shall survive the termination of this Agreement.

**7.5 Options Upon Breach by Law Firm.** If Law Firm materially breaches any of the terms of this Agreement, District's remedies shall include but not be limited to the following:

**7.5.1** Immediate termination of the Agreement;

**7.5.2** Retention of the plans, reports, documents, and any other work product prepared by Law Firm pursuant to this Agreement; and/or

**7.5.3** Retention of a different law firm to complete any work described in Exhibit A remaining unfinished by Law Firm.

## **SECTION 8. KEEPING AND STATUS OF RECORDS.**

**8.1 Records Created as Part of Law Firm's Performance.** Law Firm hereby agrees to deliver copies of all reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Law Firm prepares or obtains pursuant to this Agreement to District upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for District and are not necessarily suitable for any future or other use. District and Law Firm agree that, until final approval by District, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

**8.2     Law Firm's Books and Records.** Law Firm shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Law Firm pursuant to this Agreement.

**8.3     Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Law Firm to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of District.

## **SECTION 9. MISCELLANEOUS PROVISIONS.**

**9.1     Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

**9.2     Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the Superior Court for the County of Humboldt.

**9.3     Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**9.4     No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**9.5     Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

**9.6     Conflict of Interest.** Law Firm may serve other clients, but none whose activities within the corporate limits of District or whose business, regardless of location, would place Law Firm in a "conflict of interest," as that term is defined in the rules of professional responsibility governing Law Firm's profession, unless such conflict may be waived by District and District chooses to waive such conflict in writing.

Law Firm shall not employ any District official in the work performed pursuant to this Agreement. No officer or employee of District shall have any financial interest in this Agreement that would violate California Government Code section 1090 *et seq.*

Law Firm hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of District. If Law Firm were an employee, agent, appointee, or official of District in the previous 12 months, Law Firm warrants that it did not participate in any manner in the forming of this Agreement. Law Firm understands that, if this Agreement is made in violation of Government Code section 1090 *et seq.*, the entire Agreement is void and Law Firm will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Law Firm will be required to reimburse

District for any sums paid to the Law Firm. Law Firm understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code section 1090 and, if applicable, will be disqualified from holding public office in the State of California.

**9.8 Solicitation.** Law Firm agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**9.9 Notices.**

Any written notice to Law Firm shall be sent to:

Prentice Long P.C.  
Attn: Margaret Long  
2240 Court Street  
Redding, CA 96001

Any written notice to District shall be sent to:

Scotia Community Service District  
Leslie Marshall, General Manager  
P.O. Box 104  
Scotia, CA 95565

**9.10 Integration.** This Agreement, including attachments, represents the entire and integrated agreement between District and Law Firm and supersedes all prior negotiations, representations, or agreements, either written or oral.

**9.11 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**9.12 Firm Name.** It is anticipated that during the course of this agreement Law Firm shall undergo a name change. This agreement shall remain in full force and effect as to Prentice Long PC without the need of additional amendments or contracts.

**9.13 Authorized Signature.** Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and that the party will be bound by such signature.

The parties have executed this Agreement as of the Effective Date.

**DISTRICT**

Scotia CSD

**LAW FIRM**

Prentice Long & Epperson P.C.

By: \_\_\_\_\_

By \_\_\_\_\_  
Margaret Long

## **EXHIBIT A**

### **SCOPE OF WORK**

The following services shall be provided under this Agreement:

#### **DISTRICT SERVICES**

Law Firm shall provide the following services to District including, but not necessarily limited to, the following:

- Perform General Counsel services as requested, including attendance at all Board of Directors' meetings (unless excused) and attendance at office hours as scheduled from time to time. Firm shall keep the District Manager apprised of attendance schedule. General Counsel shall ensure compliance, provide timely and accurate responses to legal questions, and otherwise perform in accordance with the needs of the District and its, Board of Directors and department heads. General Counsel shall also assist Personnel and Risk Management in the performance of his/her duties as necessary to ensure operational integrity of the District.

## EXHIBIT B

### COMPENSATION SCHEDULE AND REIMBURSABLE EXPENSES

#### DISTRICT SERVICES

Law Firm shall provide advice and representation to the District as set forth in Exhibit A at a flat monthly rate of \$1,700.

#### COMPENSATION SCHEDULE:

Law Firm is available to provide litigation services, upon approval of the Board, at the following rate:

Attorney Rate – Litigation: \$215.00/hour

#### REIMBURSABLE EXPENSES:

In-house duplication costs (50 copies or more)	\$0.10/page
Reproduction/duplication costs performed by an outside service	Actual Cost
Vehicle travel (non-standard trips originating from District offices)	Applicable IRS rate per mile x number of miles
Extraordinary postage or overnight delivery charges (e.g., FedEx, OnTrac, UPS)	Actual Cost
Fax transmissions (incoming and outgoing)	\$.50 per page
Court filing fees	Actual Cost
Attorney services (includes service of process fees, arbitrators, and mediators)	Actual Cost
Messenger services	Actual Cost
Data analysis subscription fees associated with CaseLogistix or related software	Prorated so District would pay its proportionate share
Extraordinary postage or overnight delivery charges (e.g., FedEx, OnTrac, UPS)	Actual Cost
Reasonable travel expenses (mileage/hotel)	IRS rate per mile Government rate
Parking and toll fees	Actual Cost
Duplication/reproduction fees (for 50 copies or more)	Actual Cost if performed by outside service; \$0.10 if performed in-house
Any other expense not listed above that becomes necessary for the successful resolution of a client matter	Actual Cost

# Scotia Community Services District

## Staff Report

DATE: July 18, 2019  
TO: Scotia Community Services District Board of Directors  
FROM: Leslie Marshall, General Manager  
SUBJECT: Consider approval of SHN's Grant Scope and Fee Estimate for the SCSD Water Treatment Plant Replacement Preliminary Engineering Report Proposal (requirement for application for the USDA SEARCH Grant)

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### **RECOMMENDATION:**

The Administrative staff recommends that the SCSD Board review and approve the SHN Grant Scope and Fee Estimate for the SCSD Water Treatment Plant Replacement Preliminary Engineering Report Proposal.

### **ACTION:**

Review and approve the SHN Grant Scope and Fee Estimate for the SCSD Water Treatment Plant Replacement Preliminary Engineering Report Proposal.

### **DISCUSSION:**

Last month Chuck Swanson with SHN Consulting Engineers & Geologists (SHN) presented the need for a Preliminary Engineering Report (PER) for replacement of the existing SCSD water treatment plant. In preparation for planning, permitting, design, and construction work, a PER must be developed as a part of the financing application(s). USDA-RD offers a maximum grant amount of \$30,000 through the SEARCH grant program for preparation of a PER.

Administrative staff have met with USDA-RD representatives and SHN and determined that application for a SEARCH grant to develop the PER for replacement of the SCSD water treatment plant is a reasonable course of action in preparation for future financing applications and design/planning work on the project.

SHN has prepared the required preliminary engineering scope for the application of the SEARCH grant.

### **FISCAL IMPACT:**

none

### **ATTACHMENTS:**

Attachment: Scotia Community Services District Water Treatment Plant Replacement Preliminary Engineering Report Proposal



Reference: 018127.110

July 8, 2019

Leslie Marshall, General Manager  
Scotia Community Services District  
P.O. Box 104  
Scotia, CA 95565

**Subject: Scotia Community Services District Water Treatment Plant Replacement  
Preliminary Engineering Report Proposal**

Leslie Marshall:

As you requested, SHN is providing this scope and fee estimate to complete a preliminary engineering report (PER) for the Scotia Community Services District (SCSD) water treatment plant (WTP) replacement project. The PER is intended to meet United States Department of Agriculture Rural Development (USDA-RD) and California State Water Resources Control Board (SWRCB) Drinking Water State Revolving Fund (DWSRF) funding guidelines to assist SCSD in acquisition of funding to replace the SCSD WTP. Following are items required to be included in the PER:

1. Project Planning
2. Existing Facilities
3. Need for Project
4. Alternatives Analysis
5. Selection of Preferred Alternative
6. Proposed Project
7. Conclusions and Recommendations

Please note that SHN is currently under contract with SCSD to provide this service based on the assumption that the District would be acquiring planning grant funds from the SWRCB DWSRF. However, due to delays with DWSRF funding, the PER may be completed using USDA-RD grant funds sooner than with DWSRF funds. This scope of work and fee estimate is being prepared in order to assist in acquisition of USDA-RD grant funds to complete the PER. If the District is successful in obtaining USDA-RD grant funds to have SHN complete the PER, DWSRF funds will likely not be used to complete another PER. It is our intent to complete a PER using USDA-RD grant funds that meets both USDA-RD and DWSRF funding requirements.

## Project Understanding

The SCSD WTP includes two horizontal pressure media filters (Filter No. 1 and Filter No. 2) constructed in 1966 for turbidity reduction of Eel River surface water. The two filters are beyond their useful life, show significant signs of deterioration, and are recommended to be replaced as soon as possible. The filters continue to provide high quality drinking water that meets



regulatory standards due to good maintenance practices and highly skilled operators; however, the deterioration of the filter vessels is significant enough to warrant complete replacement in order to continue to provide high quality drinking water for the community of Scotia.

Anthracite filter media was added to the two filters in 2016 to replace media lost during backwashing due to the improper function of the aging filters. Approximately half of the new media in Filter No. 1 has been lost during backwash procedures according to an inspection completed by SHN in 2018 (See Attachment 1 for the full filter inspection report). Filter No. 1 shows fewer signs of deterioration and short-circuiting than Filter No. 2, which shows signs of significant short-circuiting during backwashing (evidenced by the appearance of mud balls on the media surface). Filter No. 2 has not lost as much media as Filter No. 1; however, Filter No. 2 shows more signs of corrosion and deterioration of the filter baffles, which results in poor backwashing effectiveness and the appearance of mud balls on the media surface.

## **Project Scope**

SHN will complete one PER following the guidelines established by USDA-RD and DWSRF (See Attachments 2 and 3 for templates of the two PERs, respectively). The following tasks will be completed during development of the PER:

### **Task 1: Project Planning**

This task provides information on the overall location, known environmental resources present, population trends and community engagement. Significant background data exists on the project and need, which will be summarized in this section of the PER.

### **Task 2: Existing Facilities**

This task includes development of a location map; a description of the history and condition of existing facilities; and financial status of the District, including annual operation and maintenance (O&M) costs and Capital Improvement Plan (CIP) information. SHN will require input from SCSD for meeting the requirements of this task. SCSD will provide the following for SHN's use in this task:

1. Status of existing debts and required reserve accounts
2. Estimated costs for maintenance of existing water treatment plant

### **Task 3: Need for Project**

SHN will describe the background that illustrates the need for replacement of the water treatment plant, including filter inspection reports, water quality issues, and financial need.

### **Task 4: Alternatives Analysis**

The PER requires an analysis of alternatives. The DWSRF PER requires consideration of consolidation as an alternative, and the USDA-RD PER requires consideration of the no construction alternative. SHN will develop one alternative for consideration in the PER beyond the consolidation and no project alternatives. The alternative will likely focus on a packaged media filtration system that will fit within the existing water treatment plant building to replace the existing filters.



A description of each alternative will be provided and include the following:

- Design Criteria
- Map
- Environmental Impacts
- Land Requirements
- Potential Construction Problems
- Sustainability Considerations
- Order of Magnitude Opinion of Probable Cost

SHN will summarize environmental impacts from previously completed studies.

#### **Task 5: Selection of Preferred Alternative**

Under this task the alternatives will be compared according to the requirements of the PER. A life cycle cost for the alternatives based on order of magnitude capital costs and estimated operations and maintenance (O&M) costs will be developed. Non-monetary factors will also be considered including land requirements, environmental requirements (California Environmental Quality Act [CEQA]/National Environmental Policy Act [NEPA]), and permitting.

#### **Task 6: Proposed Project**

Under this task, a fully developed description of the proposed project will be developed. This will include the following:

1. Description of the Preliminary Project Design
2. Project Schedule
3. Permit Requirements
4. Sustainability Considerations, if applicable
5. Total Project Cost Estimate
6. Annual Operations Budget Estimate

#### **Task 7: Conclusions and Recommendations**

Under this task, additional recommendations and next steps will be presented. Comments from USDA, SWRCB, and SCSD will be addressed in the final report.

#### **Task 8: Additional Financing Assistance**

In addition to completion of the PER, SCSD will need assistance with completion of the grant application, including assistance with budget forms, facilities descriptions, and other supporting documents. The task also covers as-needed coordination with USDA-RD and SWRCB to keep the application moving forward.

## **Deliverables**

- Draft Preliminary Engineering Report–One (1) electronic copy in PDF format
- Final Preliminary Engineering Report–One (1) electronic copy in PDF format, and two (2) hard copies.



## Exclusions

Items not specifically included in the scope of services described above are not included in this scope of services, including but not limited to:

- Final design
- CEQA/NEPA completion
- Permit applications
- Any special studies not specifically defined above
- Land surveying

## Project Schedule

SHN will complete the PER within two months of receiving notification to proceed from SCSD.

## Project Budget

The scope of work included herein can be completed by SHN for the amount of Twenty-Nine Thousand Eight Hundred Dollars (\$29,800).

Table 1 summarizes the proposed budget for each task of the project described above. Individual fees associated with each task are estimates and may be re-allocated to other tasks as needed by SHN. The total project fee estimate is the amount not to exceed for the scope of work described herein. Attachment 4 includes SHN's 2019 fee schedule.

**Table 1. Proposed Project Schedule**  
**Scotia Community Services District Water Treatment Plant Replacement PER<sup>1</sup>**  
**Scotia, California**

Task	Description	Fee <sup>2</sup>
1	Project Planning	\$4,300
2	Existing Facilities	\$4,000
3	Need for Project	\$700
4	Alternatives Analysis	\$6,600
5	Selection of Preferred Alternative	\$3,800
6	Proposed Project	\$4,600
7	Conclusions and Recommendations	\$3,000
8	Additional Financing Assistance	\$2,800
	<b>Total</b>	<b>\$29,800</b>
<p>1. PER: preliminary engineering report. 2. Individual fees associated with each task are estimates and may be re-allocated to other tasks as needed by SHN. The total project fee estimate is the amount not to exceed for the scope of work described herein.</p>		

Leslie Marshall  
**WTP Replacement PER Proposal**  
July 8, 2019  
Page 5

If you approve of the proposed scope and fee presented above, please let me know and I will prepare a service agreement for the project.

Please call me at (707) 441-8855 if you have any questions.

Sincerely,

**SHN**



Chuck Swanson  
Project Manager



Jared O'Barr, PE  
Civil Engineering Principal

CRS:JOB:lms

Attachments: 1. 2018 Filter Inspection Report  
2. USDA-RD PER Template  
3. DWSRF PER Template  
4. SHN 2019 Fee Schedule

# 2018 Filter Inspection Report **1**



Reference: 017138.001

March 7, 2019

Leslie Marshall, General Manager  
Scotia Community Services District  
PO Box 104  
Scotia, CA 95565

**Subject: 2018 Filter Inspection and Evaluation, Scotia Water Treatment Plant, Scotia, California—Revision 1**

Dear Miss Marshall:

This letter provides the results of the inspection of pressure filters No. 1 and 2 (See Figure 1), located at the water treatment plant (WTP), in Scotia California. The inspection was conducted on October 04, 2018, by SHN on behalf of the Scotia Community Services District (SCSD), at your request.

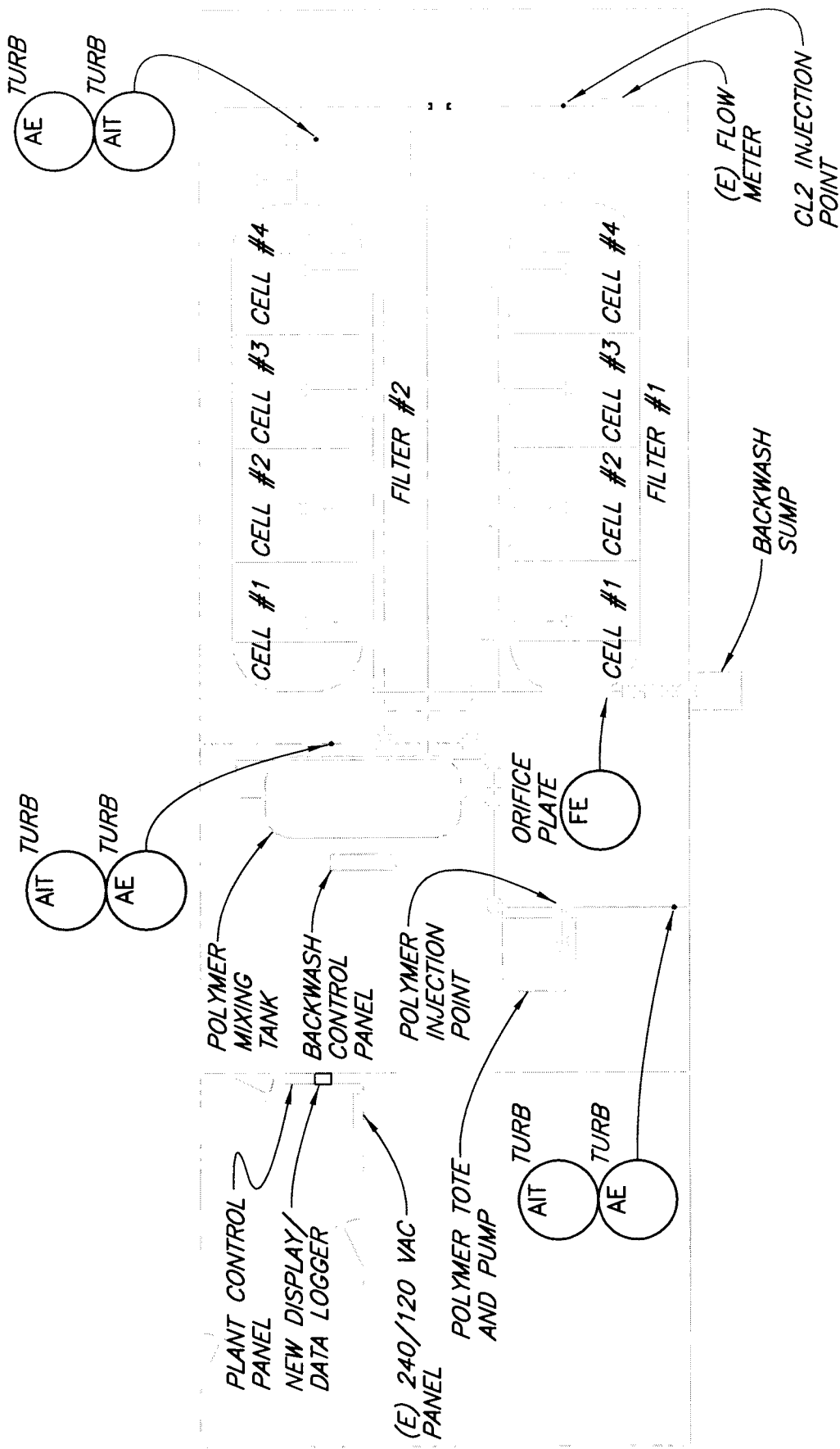
## Background

The existing filters were constructed by California Filter Company in September 1966. The filters consist of two horizontal pressure filters that are 8 feet in diameter and approximately 30 feet in length. Each filter has four cells with approximately 240 square feet of total surface area per filter. The four cells have individual inlets and discharge into a common underdrain system. Each filter was originally designed to treat as much as 700 gallons per minute (gpm). The filters are currently operated to treat approximately 350 gpm through each filter.

The filters are backwashed approximately twice per week in the winter and less frequently in the summer. Backwash requires operator initiation of the sequence. When backwashing is occurring, the plant is offline and does not send water to the finished water storage tank. In the past, backwash of each filter was accomplished independently by isolating a single cell and routing the filtrate of the other three cells through it. The process has been modified since the last filter inspection report (dated December 9, 2016) for more efficient backwash. In the new procedure, all of the cells of one filter backwash each cell of the other filter individually.

During the backwash, the filtered water discharge valve in the common header is closed and the tank drain valves are opened. When the operator initiates the backwash, the raw water inlet valve of the filter to be backwashed is closed and the backwash valve for each cell opens. Raw water passes through the four cells of the other filter and discharges the filtered unchlorinated water through the cell to be backwashed. When the preprogrammed timer runs down, the backwash valve closes, and the filter inlet valve remains closed. The same sequence then cycles through the next cell until all four cells have been backwashed.

Each cell is backwashed for a preset time of 15 to 18 minutes. After all cells in each filter have been backwashed, a 10- to 15-minute filter-to-waste cycle is initiated. Based on information provided by the operator, the current backwash rate is approximately 600 gpm. The flow rate for "filter-to-waste" is



Scotia CSD  
Water Treatment Plant  
Scotia, California

Filter Treatment Plant  
Electrical Plan  
SHN 005161.414

February 2019

017138-COR-FILTER-ELEC-FIG

Figure 1

unknown and currently not measurable. Using best estimates, the total flow per backwash cycle is approximately 84,000 gallons. This estimate includes flow to backwash all filter cells and the filter to waste cycle. The backwash and filter-to-waste lines currently discharge to the SCSD wastewater collection system.

Media was replaced for Filter No. 2 in November 2015, and the media in Filter No. 1 was replaced in September 2016.

It is noted that although the filters met existing standards at the time of installation, they do not meet current requirements of the Division of Drinking Water. The original design did not include air scouring or surface wash capabilities.

## Inspection

WTP staff arrived on site shortly before 8:00 a.m. on October 4, 2018, to prepare the filters for inspection. The operator, Brandon Wishneff, had backwashed both filters and drained both filters in preparation for the inspection. Since the last inspection, the backwash piping and valves have been replaced in an effort to increase flow during the backwash procedure. The 3-inch diaphragm valves were replaced with 4-inch butterfly valves and the 3-inch ductile iron backwash piping was replaced with 4-inch polyvinyl chloride (PVC).

Each individual cell can be accessed through an 11.5-inch x 15-inch inspection hatch. The four inspection hatches were removed to allow for visual inspection of the filter media. The inspection included visually assessing the surface of the media, determining the depth of anthracite, and measuring the level of the media. Measurements to the top of the media were taken from the bottom of the crown of the access port and the depth of anthracite was determined with the aid of 1¼-inch plastic core samplers pushed through the layer of anthracite and into the layer of sand below.

## Inspection Results

The filter inspections revealed the following conditions:

### Filter No. 1, Cell 1

- Depth to top of media: 33 inches
- Depth of anthracite above sand layer: 5 inches
- Baffle wall repair for wall separating Cells 1 and 2 remains in place with no visible light penetrating between the cells.
- Visual observation of the media surface revealed:
  - Level and flat surface
  - No visible sign of short circuiting
  - Minor signs of mud balls along the filter edges
  - Light layer of silt/sediment remained on surface of media
  - Light coating of anthracite of the access hatch and crown of tank





**Filter No. 1, Cell 1, Light layer of silt/sediment remained on surface of media.**



**Filter No. 1, Cell 1, Media Surface with Some Sediment Visible**



**Filter No. 1, Cell 1, Corrosion on Baffle Wall Between Cells 1 and 2**

### **Filter No. 1, Cell 2**

- Depth to top of media: 36 inches
- Depth of anthracite above sand layer: 6 inches
- Baffle wall repair for wall separating Cells 1 and 2 remains in place with no visible light penetrating between the cells.



- Visual observation of the media surface revealed:
  - Level and even surface with minimal variation
  - Minor signs of short circuiting near manway
  - Significant signs of mud balls along east edge of media
  - Light layer of silt on surface of media
  - Significant corrosion on baffle walls



**Filter No. 1, Cell 2, Media Surface and Baffle Wall**



**Filter No. 1, Cell 2, Baffle Wall Between Cell 2 and 3**

### **Filter No. 1, Cell 3**

- Depth to top of media: 38 inches
- Depth of anthracite above sand layer: 5 inches
- Baffle wall repair for wall separating Cells 3 and 4 remains in place with no visible light penetrating between the cells.

- Visual observation of the media surface revealed:
  - Level and flat surface
  - No visible sign of short circuiting
  - No sign mud balls
  - Light coating of anthracite of the access hatch and crown of tank
  - Significant corrosion along baffle wall and welds



**Filter No. 1, Cell 3, Repairs of Baffle Wall Between Cells 2 and 3**





**Filter No. 1, Cell 3, Media along South Baffle Wall**

### **Filter No. 1, Cell 4**

- Depth to top of media: 27 inches
- Depth of anthracite above sand layer: 9 inches
- Baffle wall repair for wall separating Cells 3 and 4 remains in place with no visible light penetrating between the cells.

- Visual observation of the media surface revealed:
  - Surface level and flat
  - No sign of mud balls or short circuiting
  - Light solids remain on media surface
  - Light coating of anthracite of the access hatch and crown of tank



**Filter No. 1, Cell 4, Media Along North Baffle Wall**





**Filter No. 1, Cell 4, Media Surface Facing South**

### **Filter No. 2, Cell 1**

- Depth to top of media: 17 inches
- Depth of anthracite above sand layer: 16 inches
- Baffle wall separating Cells 1 and 2 corroded; large gaps along the welds
- Visual observation of the media surface revealed:
  - Surface very uneven
  - Signs of the formation of small mud balls
  - Light layer of silt/mud on surface of media
  - No evidence of short circuiting



**Filter No. 2, Cell 1, Uneven Surface with Some Visible Silt**



**Filter No. 2, Cell 1, Uneven Surface with Mud Balls**



## **Filter No. 2, Cell 2**

- Depth to top of media: 18 inches
- Depth of anthracite above sand layer: 11 inches
- Baffle between Cells 2 and 3 corroded; large gaps along the top welds
- Visual observation of the media surface revealed:
  - Surface level but very uneven
  - Significant signs of mud balls with cracks in media
  - Signs of short circuiting through media
  - Light layer of silt/mud on surface of media



**Filter No. 2, Cell 2, Media Surface and Baffle Wall**



**Filter No. 2, Cell 2, Channel Erosion with Surface Silt**

### **Filter No. 2, Cell 3**

- Depth to top of media: 17 inches
- Depth of anthracite above sand layer: 13 inches
- Baffle wall between Cells 3 and 4 corroded significantly; gaps along the top welds
- Visual observation of the media surface revealed:
  - Surface uneven with significant deviation
  - Significant signs of cracks and short circuiting
  - Large mud ball formations
  - Light solids build-up on media surface





**Filter No. 2, Cell 3, Media Surface and North Baffle**



**Filter No. 2, Cell 3, Media Along South Baffle**



**Filter No. 2, Cell 3, Media Along East Side**

#### **Filter No. 2, Cell 4**

- Depth to top of media: 18 inches
- Depth of anthracite above sand layer: 10 inches on north side
- Visual observation of the media surface revealed:
  - The formation of minor mud ball around perimeter
  - Relatively level surface in center, uneven to the south side
  - Light solids build-up on media surface





**Filter No. 2, Cell 4, South End Wall**



**Filter No. 2, Cell 4, Media Surface Facing South**

## **Conclusions**

### **Filter No. 1**

All cells of Filter No. 1 were observed to have relatively even distribution of the filter media surface, indicating media replacement and repairs to the baffle walls are performing well and providing a satisfactory backwash. The repairs to the baffle walls remain in place with no light transmission from cell to cell. All cells show minimal to no mud balling, and there are signs the current backwash practices are proving near full fluidization without short circuiting. A thin layer of silt exists on top of the media in each cell. The interiors of the filters have significant damage due to corrosion.

During the filter rehabilitation in 2016, a 12-inch layer of anthracite was placed in each cell. The current inspection shows approximately 6 inches of anthracite has been lost during backwashing. Filter No. 1 continues to work well providing a high quality of water meeting current domestic water requirements.

### **Filter No. 2**

All cells of Filter No. 2 show signs of mud balling with a very uneven surface with minor cracks in the media. Each cell had significant mud balls with Cells 2 and 3 having the most significant amount of mud balls. The layer of anthracite installed in 2015 shows little to no loss of anthracite during the backwashing. The formation of mud balls and retention of the anthracite indicate that the cells in Filter No. 2 are not fluidizing during the backwash.

The corrosion along the baffle walls has left significant holes in the baffle wall around the entire connection between the tank and baffle walls. The holes in the baffle walls allow short circuiting from the cell being backwashed and the adjacent cells. This short circuiting allows the backwash water to enter the adjoining cells, diminishing the effectiveness of the back wash. This short circuiting is a significant factor in the poor backwashing and creation of mud balls during the backwashing process.

Based on the observations, Filter No. 2 is failing and will continue to degrade. Although it continues to produce a high quality of water, the effectiveness of the filter will likely be short lived and should be replaced as soon as funding can be obtained.

## **Recommendations**

The District should plan and budget for the replacement of the anthracite that has been lost in Filter No. 1. Filter No. 1 should be used as the primary filter with Filter No. 2 to be used as a backup filter when Filter No. 1 is unable to keep up with finished water demand.

Due to less than complete fluidization of Filter No. 2, SHN recommends that the flow rate and/or backwash duration be increased to 700 gpm for 20 minutes in an attempt to remove more of the entrained solids that have accumulated in the media layers, forming mud balls. We also recommend increasing the frequency and duration of backwashes for Filter No. 2.



Leslie Marshall

**2018 Filter Inspection and Evaluation, Scotia Water Treatment Plant, Scotia, California—Revision 1**

March 7, 2019

Page 19

The filter cells must be inspected annually according to the Division of Drinking Water regulations. This inspection should be completed and reported to the Division of Drinking Water for both filters during the fourth quarter of each year.

The water treatment plant should be replaced as soon as the funding can be obtained for the design and construction of a new water treatment system.

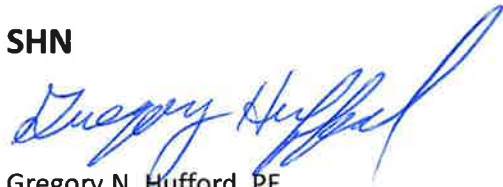
## **Long-Term Outlook**

The existing pressure filters have exceeded their useful life. Good maintenance has kept them in functioning condition, and they have produced high-quality water that has met regulatory requirements. However, the results of the inspection indicate that there is significant damage to the filter bulkheads in Filter No. 2, which is the main cause for the failing backwashes. The repairs to the Filter No. 1 baffle walls seem to have helped the filter to continue to produce adequate backwashing and has extended the life of the filter for the short term. Full replacement of the filters is necessary, and the design and replacement of the filter plant should be undertaken as soon as funding can be obtained.

Please call me at 707-441-8855 if you have additional comments or concerns regarding this evaluation.

Sincerely,

**SHN**



Gregory N. Hufford, PE  
Senior Civil Engineer

GNH/MCV:lms

# USDA-RD PER Template 2



## Preliminary Engineering Report (PER) Water Facilities

### Notes

- The submittal of a PER for USDA Rural Development review and acceptance is required by Code of Federal Regulations (CFR) Part 1780 as part of the funding application for proposed projects. This document provides guidance for the preparation of a PER that meets these Federal funding requirements.
- Please provide a draft PER for review by a USDA Rural Development State Engineer in a hard copy bound format (a three-ring binder format is preferred). Provide contact information for PER review discussion including contact name, phone number, and email.
- The PER is required to be signed and stamped by a California registered civil engineer.
- The required project Environmental Report will need to be based on the project defined in the PER. Environmental issues will need to be evaluated based on alternatives considered in the PER.

### 1) PROJECT PLANNING

#### a) Location

- Provide a map using a USGS 7.5 minute Topographical Map as a base showing the location of the existing facilities.
- Provide an aerial photo based map (aerials can be downloaded from a free mapping website) that show the following:
  - The location of the existing facilities.
  - The boundary of the land currently owned by the applicant in the area of the existing facilities.

#### b) Environmental Resources Present

- Describe the significant project environmental impacts and the associated required engineered environmental mitigation work that would need to be included in the project engineering plans and specifications. The environmental impact and mitigation work would be based on the findings of significant project environmental impact as described in the NEPA and CEQA Environmental Reports.

#### c) Population Trends

- Population based on U.S. Census data (for the projected 20 year facilities design criteria).

Year	Population
1990	
2000	
2010	

- Estimated annual growth rate based on the historical 20 year annual rate: \_\_\_\_\_%
- If U.S. Census data is not available or you have access to more appropriate historical growth data for this project (e.g. owner connection records), please describe.

#### d) Community Engagement

- Provide a summary of project public participation and describe how the community will be engaged in the project planning process including the need for a Proposition 218 vote.

## 2) EXISTING FACILITIES

### a) Location Map

Provide a facilities map that clearly shows the layout of the components (supply source(s), treatment plant, storage, pump stations, main lines) of the existing water system and the boundary of the general service area. Also show the boundary of any different pressure zones within the general service area.

### b) History

System Component	Name	Year Constructed	Year(s) Renovated	Description of Renovation
Water Source(s)				
Treatment Plant				
Storage				
Pipeline				
Pump Station(s)				

### c) Condition of Existing Facilities

- Water Supply Capacity:

- Surface Water Supply:

- Source/Supplier of surface water: \_\_\_\_\_
    - Describe the current permitted water allocation rights.
    - Source supply capacity: \_\_\_\_\_
    - Water treatment plant capacity: \_\_\_\_\_

- Groundwater Supply:

Number/Name					
Pumping/Flow Rate (gpm)					
Pump Motor Size (HP)					
Pump Depth (ft)					
Well Depth (ft)					
Well Capacity (gpm)					
Well Casing Material					
Well Casing Diameter					
Age (yrs)					
Regulatory Contaminants					

- Describe the condition of the groundwater supply wells.

- Standby and Emergency Supply: Describe any standby or emergency connection sources and the water supply capacity.

- Storage:

Reservoir/Tank No.				
Storage Capacity (gal)				
Elevated or on-grade				
Material (steel, concrete, plastic, etc.)				
Construction type (bolted, welded, etc.)				
Age (years)				

- Describe the condition of the system storage structure(s).

- Regulatory Capacity (reference Title 22 - California Waterworks Standards):

- Maximum Day Demand (MDD) estimated for this system: \_\_\_\_\_.
    - Peak Hour Demand (PHD) estimated for this system: \_\_\_\_\_.

- Water Supply Capacity Evaluation:
  - Number of water service connections:\_\_\_\_\_.
  - For systems with 1,000 or more service connections, can the system meet four hours of PHD with source capacity, storage capacity and/or emergency source connections?
  - For systems with less than 1,000 service connections, does the system have storage capacity equal or greater than MDD? Or, does the system have an additional source of supply or an emergency source connection that can meet the MDD requirement?
  - Describe any current water supply capacity regulatory violations for the system. A copy of current regulatory violation letter(s) for water supply capacity is in Appendix \_\_\_\_.
- Water Quality:
  - Water Quality Regulatory Compliance:
    - Describe any current water quality regulatory violations for the system. A copy of current regulatory violation letter(s) for water quality is in Appendix \_\_\_\_.
    - A summary of recent water quality analytical report results is located in Table \_\_\_\_.
  - Water Treatment Plant
    - Describe the type of water treatment that is currently required for the system.
    - The water treatment plant location is shown on Figure \_\_\_\_.
    - Describe the water treatment plant operating condition.
    - Describe the adequacy of the water treatment plant.
- Pipeline:
  - The distribution system pipeline location and size are shown on Figure \_\_\_\_.
  - Describe the distribution pipeline material and condition.
  - Leakage in the distribution pipeline is estimated to be \_\_\_\_\_% loss.
  - Areas of high pipeline leakage and repair work are shown on Figure \_\_\_\_.
  - Describe the ability of the pipeline to maintain at least 20 psi.
  - Describe the adequacy of the distribution pipeline system.
- Pump Stations:
  - The location and size of pump stations are shown on Figure \_\_\_\_.
  - Describe the condition of the pump station(s).
  - Describe the adequacy of the pump station(s).
- Water Meters:
  - Number of connections with water meters: \_\_\_\_\_; number without meters: \_\_\_\_\_.
  - Number of supply wells with production water meters: \_\_\_\_; number without meters: \_\_\_\_.
  - Describe the (a) age, (b) type and (c) working condition of the water meters.
  - Describe the type of water meter reading system.
- SCADA System:
  - Describe the (a) age, (b) type and (c) components of the current SCADA system.
  - Describe the current working condition and adequacy of the SCADA system.

- Other System Management Issues:
  - Level of licensed operator required and number of licensed operators currently employed.
  - Control Valves
  - Security Issues
  - (Describe any other issues).

d) Financial Status of Existing Facilities

- Describe the current annual income and rate structure with a tabulation of current user categories.
- Equivalent Dwelling Unit (EDU) Calculation. EDUs are used by USDA RD to determine the income for the system:
  - Example: Review the example below to calculate the number of EDUs that are currently being served by type of user.

The average monthly single-family residential water use (based on the last 12 months) divided by the current number of single-family residential users (connections) equals the average single-family residential usage, which is the EDU Factor (b). The EDU Factor is then used to determine the equivalent residential (dwelling) unit water usage for other types of users.

User Type	(a) Average Monthly Water Usage (Gallons)	÷ Number of Users (connections)	= Average Monthly Usage per connection (Gallons)	(a) ÷ (b) Number of EDUs
Residential (Single-Family)	15,191,667	1,575	9,646 (b)	1,575
Other - Commercial	1,335,000	100		138
Other – Industrial	2,670,833	37		277
Other – School	100,000	1		10

- Equivalent Dwelling Unit (EDU) Information:

Provide the following current information (within the last 12 months). Describe how the volume of water use was measured or determined:

User Type	Average Monthly Water Usage (Gallons)	Number of Users (connections)	Average Monthly Usage per connection (Gallons)	Number of EDUs
Residential (Single-Family)				
Commercial				
Industrial				
(other)				
TOTAL EDUs:				

- Provide a detailed breakdown of the current annual O&M expenses for the water system.
  - Examples of O&M expense breakdown items include salaries, benefits, water purchase, taxes, professional service fees, interest, utilities, insurance, annual repairs and maintenance, supplies, etc.
  - Include a description of any extraordinary annual expense for repairs to wells, treatment equipment, pumps, storage tanks, pipeline leaks and other significant expenses to maintain system operation.
- Describe any existing capital improvement programs.
- Describe the status of existing debts and required reserve accounts.

e) Audits - Water/Energy/Waste

- If a Water Audit has been completed for the system please append a summary of findings.
- If the system has a water pressure issue and hydraulic system modeling has been completed please append a summary of findings. Please do not append modeling data, only a summary discussion of findings.
- A copy of the most recent Sanitary Survey for the water system prepared by the lead regulatory agency (CDPH or County Health) is located in Appendix \_\_\_\_\_.

**3) NEED FOR PROJECT**

a) Health, Sanitation, and Security

- Describe water supply and/or water quality regulatory violation letters.
- Describe other current compliance issues with the California Department of Public Health (CDPH) or the County Health Department.
- Describe the water system compliance issues with any other regulatory agency or industry standard for water supply and distribution.

b) Infrastructure and O&M

- Describe the significant repair/maintenance expenses needed to keep the system operational (include water loss issues).
- Describe system needs based on the condition and useful life expectancy issues for the existing facilities.
- Describe system needs based on the existing system operational issues including those related to the previous system design.
- Describe system needs based on existing operational management issues. Please note that it is agency policy that all water connections be metered for water facilities project financing.

c) Reasonable Growth

- Describe a reasonable 20 yr. design period growth capacity - what will the estimated population and MDD be in 20 yrs. and what will the needed capacity be for supply, treatment, storage and distribution? The population growth estimate should be based on the annual growth rate estimated in section 1.c.
- Provide an estimate for the number of new customers and the potential need for a phased capacity increase.

#### 4) ALTERNATIVES CONSIDERED

##### a) Description

- Use the following table format to describe the alternatives considered for evaluation of technical feasibility for each system component that needs to be included in the proposed project. The alternatives should be consistent with the alternatives considered in the environmental review and should involve appropriate technology for the applicant's capability to operate a sustainable system.

Proposed Project Component	Description of Alternatives Considered for evaluation of technical feasibility
Water Supply	(List water supply alternatives considered) (Describe any water rights issues.)
Treatment	(List water treatment alternatives considered)
Storage	(List storage alternatives considered)
Pipeline	(List pipeline alternatives considered)
Pump Station	(List pump station alternatives considered)
Water Meters	(List alternatives considered)
SCADA	(List alternatives considered)

- The following should also be evaluated as appropriate for project component(s) that need to be included in the project:
  - (1) optimize the current facilities operation (no construction),
  - (2) upgrade the current facilities operation,
  - (3) interconnect with other existing systems,
  - (4) build new facilities for regional/joint management use.

##### b) Technical Feasibility Evaluation of Alternatives

- 1) Agreements: Describe the necessary agreements that would be needed for operational and/or for connection agreements and contracts or other legal issues that would need to be in place to make the alternative technically feasible. Provide a determination of the feasibility of these issues being resolved for the alternative.
- 2) Groundwater Supply: For a new well supply alternative, describe the following for the project area groundwater:
  - a) Describe the depth(s) of known useable aquifer zones in the project area.  
(Reference nearby well information, Calif. DWR Bulletin 118, Calif. Integrated Water Resource Information System -IWRIS, other source)
  - b) Describe groundwater quality issues/contaminants associated with the aquifer(s) in the project area, include corrosive and incrusting potential.
- 3) Surface Water Supply: For a surface water supply alternative, describe the availability of surface water supply in terms of access, rights and cost.



- 4) Compliance Issues/Design Criteria: Describe the design parameters and other compliance issues used for the evaluation of alternatives. Describe how these parameters comply with Federal, State and Local regulatory requirements or why they are included due to project engineering technical reasons. For proposed projects that include water treatment plants, provide the particle sizes and concentrations of impurities in the raw water that need treatment to meet drinking water regulations.
- 5) Map: Provide a layout showing the location of the alternative components and a process diagram if applicable.
- 6) Environmental Impacts: Provide information about how the specific alternative may impact the environment. Only describe the significant direct or indirect environmental impacts of the specific alternative. Include the generation and management of any treatment residuals and wastes.
- 7) Land Requirements: Identify sites and easements required. Specify whether these properties are currently owned, to be acquired, leased, or have access agreements. Show the land requirements on the map layout described above. Provide a determination of the feasibility of the land requirements and/or access issues being met for the alternative.
- 8) Potential Construction Problems: Describe construction related issues for each alternative. Include construction issues such as high water table, shallow rock, loose soil, steep slope, access, underground utility conflicts, or any other conditions that may affect the cost or feasibility of the alternative.
- 9) Sustainability Considerations:
  - i. Water Efficiency: Describe water conservation and efficient use practices and water waste/loss management.
  - ii. Energy Efficiency: Describe energy efficient design and renewable generation of energy if applicable to the alternative.
  - iii. Other: Describe any other sustainable aspects of the alternative such as operational simplicity and the use of appropriate technology for the system size and need.
- c) Alternative Cost Estimates: Provide cost estimates only for alternatives that were evaluated to be technically feasible. Include a breakdown for the following costs associated with the alternative. These costs will be used in the alternatives cost analysis described in the next section.
  - Construction costs.
  - Non-Construction costs.
  - Annual Operations and Maintenance (O&M) costs.  
Examples of O&M cost breakdown items to be included are salaries, benefits, water purchase, taxes, professional service fees, interest, utilities, insurance, annual repairs and maintenance, supplies, etc.
- d) Describe the alternatives that were determined to be technically unfeasible and document the reasons for that determination. Alternatives that are technically feasible yet perceived to be “too expensive” are to be included in the cost analysis/feasibility in the next section.

## 5) SELECTION OF AN ALTERNATIVE

### a) Cost Evaluation of Alternatives

Cost evaluation of alternatives is to be determined by Life Cycle (net present worth) cost analysis to compare the technically feasible alternatives for each project component using the format shown below. Provide an explanation if a Present Worth cost analysis is considered to be not applicable due to either the absence of technically feasible alternatives to compare or when all alternatives have similar O&M costs and similar useful lives.

The Present Worth cost analysis is a basic evaluation of alternative costs utilizing the Present Worth Factors (P/A) and (P/F) as presented in the following example. The interest rate used in the analysis should be the "real" 20-year federal discount rate from Appendix C of OMB Circular A-94 found at [www.whitehouse.gov/omb/circulars/a094/a94\\_appx-c.html](http://www.whitehouse.gov/omb/circulars/a094/a94_appx-c.html).

Project Component Alternatives	A CAPITAL COST*	B ANNUAL O & M	C P.W. O & M P/A, 1.2%, 20 yrs. (PW Factor = 17.693)	D SALVAGE VALUE*	E P.W. SALVAGE P/F, 1.2%, 20 yrs. (PW Factor = 0.7888)	A+C-E NET PRESENT WORTH
ALTERNATIVE A	\$1,500,000	\$50,000	\$884,650	\$300,000	\$236,640	\$2.15 million
ALTERNATIVE B	\$2,000,000	\$30,000	\$530,790	\$400,000	\$315,520	\$2.21 million
ALTERNATIVE C	\$1,000,000	\$90,000	\$1,592,370	\$100,000	\$78,880	\$2.51 million

#### \*NOTE

\**Capital Cost* includes total construction and non-construction costs to complete the project but excludes contingency.

\**Salvage Value* is estimated based on the assumed life of an alternative. The Salvage Value can simply be straight-lined depreciated for the analysis period (typically 20 years). For example: a project with a 25 year useful life have a Salvage Value of 20% of the Capital Cost after 20 years.

### b) Non-Monetary Factors Analysis

Non-monetary factors can be considered when evaluating alternatives if the range of present worth values is small. These would include things such as simplicity of operation, ability to meet future regulations, etc. These should be presented along with the project cost in a weighted matrix ranking system in which the various criteria are assigned values based on the needs of the Owner. The report should clearly discuss the factors considered and the rationale for the selection of the project alternative.

## 6) PROPOSED PROJECT (RECOMMENDED ALTERNATIVE)

### a) Description:

- Provide a proposed project description based on the findings of the alternatives analysis for the proposed project components.

Proposed Project Component	Proposed Alternative Description
Water Supply	(Include requirements for quality and quantity and recommended source including site and allocation allowed. Describe depth, diameter, pump size, casing material, and screen type for groundwater wells)
Treatment	(Describe the type of treatment process, waste disposal and plant capacity and location)
Storage	(Describe the size, type and location)
Pipeline	(Describe the location of line improvements and lengths, diameters and key components)
Pump Station	(Describe the size, type and location and any special power requirements)
Operational Management	(Describe the type of water meter system and/or SCADA system proposed)

- A layout map of the proposed project showing the location of the planned system components is located in Figure \_\_\_\_\_.
- A schematic diagram for any treatment processes is located in Figure \_\_\_\_\_.

b) Project Schedule:

Identify proposed dates for submittal and anticipated approval of all required documents, land and easement acquisition, permit applications, advertisement for bids, loan closing, contract award, initiation of construction, substantial completion, final completion, and operation startup.

c) Permit Requirements:

Identify any permits that will/may be required for project completion.

d) Sustainability Considerations (if applicable):

- 1) Water Efficiency: Describe water conservation and efficient use practices and water waste/loss management.
- 2) Energy Efficiency: Describe energy efficient design and renewable generation of energy if applicable.
- 3) Other: Describe any other sustainable aspects of the project such as operational simplicity and the use of appropriate technology for the system size and need.

e) Total Project Cost Estimate:

Complete Table 1 (last page of document) to provide a Total Project Cost Estimate. A separate project Construction Cost Estimate breakdown will need to be provided. Attach the Construction Cost Estimate behind Table 1.

f) Annual Operating Budget Estimate:

*Note: If the Engineer is not providing a proposed rate schedule, please indicate below who will be providing that information. The Engineer is to provide detailed O&M estimated cost information and Short-Lived Asset Reserve information for the proposed project as described below.*

The following information will be used to evaluate the financial capacity of the proposed system after project completion. Provide itemized and detailed proposed budget information for the following:

1) Income:

- Provide a proposed rate schedule for the water system after the improvements have been completed. Include a description for the number of existing and proposed new users. Also include any additional sources of income.
- The projected income for the water system after improvements have been completed should be based on the number of EDUs calculated using monthly water use for different types of users for the last 12 months (refer to section 2.d.). The projected income is the number of EDUs multiplied by the residential monthly water use fee.

2) Annual Operations and Maintenance (O&M) Costs:

- Provide detailed projected O&M costs for the system after the proposed improvements have been completed. Explain any significant O&M cost changes from the existing system.

<b>Example O&amp;M Cost Estimate</b>	
Personnel (salary, benefits, payroll tax, insurance, training)	
Administrative Costs (office supplies, printing, etc.)	
Insurance	
Energy Cost (fuel and electrical)	
Process Chemical	
Monitoring and Testing	
Professional Services	
Residuals/Waste Disposal	
Other (describe)	
<b>Total:</b>	

3) Debt Repayments:

- Describe existing and proposed financing from all sources. Estimates for USDA RD funding are typically based on loan only, USDA RD may evaluate the project for possible grant funding.
- Any amount of assumed grant assistance should be based on the USDA RD letter of funding eligibility provided to the applicant.

4) Reserves:

- Debt Service Reserve

The debt service reserve should be established to be one-tenth (1/10) of annual debt payment requirement (including the proposed loan from USDA Rural Development for this project).

- Short-Lived Asset Reserve

Prepare a schedule of short-lived assets for the complete water system after improvements have been made and a recommended annual reserve deposit to fund the replacement of short-lived assets as described below.

- Examples of Typical Water System Short-Lived Assets:

(Based on EPA publication 816-R-03-016, Sept. 2003)

<b>Equipment</b>	<b>Useful Life Expectancy (Years)</b>
Pumps	10-15
Chlorination Equipment	10-15
Other Treatment Plant Equipment	10-15
Meters	10-15
Electrical Systems	5-10
Transportation Equipment	5-10
Computers	1-5
Lab/Monitoring Equipment	5-10
Tools and Shop Equipment	10-15
Communications Equipment	5-10

- o Provide Short-Lived Asset Reserve Information in the following format:
  - List the Useful Life as 5 years, 10 years or 15 years.
  - Annual Reserve = Replacement Cost ÷ Useful Life

Equipment	Useful Life (years)	Replacement Cost	Annual Reserve
<b>Total:</b>			

## 7) CONCLUSIONS AND RECOMMENDATIONS

Describe any additional information and recommendations that should be considered for the project. This may include the need for special studies and coordination, or a recommended plan of action to expedite project development.

**TABLE 1**  
**PER - Cost Estimate Format**

ITEM		Total	
Property Purchase / Lease Agreements		\$	
Easement Acquisition / Right of Way / Water Rights		\$	
Bond Counsel		\$	
Legal Counsel		\$	
Interest/Refinancing Expense		\$	
Other (identify)		\$	
Environmental Services	Subtotal		
- CEQA Environmental Report	\$		
- NEPA Environmental Report	\$		
- Environmental Mitigation Contract Services	\$		
Total - Environmental Services:			\$
Engineering Services			
Basic Services:	Subtotal		
- Preliminary Engineering Report (PER)	\$		
- Preliminary and Final Design Phase Services	\$		
- Bidding/Contract Award Phase Services	\$		
- Construction and Post-Construction Phase Services (w/o inspection)	\$		
- Resident Project Representative Services (resident inspector)	\$		
Additional Services:			
- Permitting	\$		
- Regulatory Compliance Reports	\$		
- Environmental Mitigation Services (Construction Phase)	\$		
- Easement Acquisition/ROW's Services (Construction Phase)	\$		
- Surveying Services (Construction Phase)	\$		
- Operation & Maintenance Manual(s)	\$		
- Geotechnical Services	\$		
- Hydrogeologist Services	\$		
- Materials Testing Services (Construction Phase)	\$		
- Other Services (describe)	\$		
Total – Engineering Services:			\$
Equipment/Materials (Direct purchase using approved USDA methods, separate from construction bid/cost)			\$
Construction Cost Estimate (Attach breakdown)		\$	
Contingency (10% of construction cost estimate)		\$	
TOTAL PROJECT COST ESTIMATE:		\$	





## Engineering Report

### A. WATER SYSTEM INFORMATION

1. Describe the water system and its facilities. Include details relating to source, storage, treatment, and distribution system.
2. Attach a schematic/map of the system which includes the existing facilities as described above.
3. Specify the agency that has jurisdiction over the water system: State Water Board or Local Primacy Agency (LPA)

### B. PROBLEM DESCRIPTION

1. Describe the problem being addressed by the project and attach supporting documents. (Include the last two years of water quality data, most recent compliance orders, violations, citations, etc.)

### C. ALTERNATIVE SOLUTIONS

1. Describe each alternative considered to correct the problem described in Section B. Include the feasibility of consolidating with one or more water systems.

### D. SELECTED CONSTRUCTION PROJECT

1. Describe the proposed construction project and identify all major components.
2. Describe how this project will solve the problem and provide an analysis of its effectiveness. List all anticipated operational challenges that the project may impose and include any proposed solutions.
3. Determine if the project is consistent with local/county planning. List the local/county planning documents used to make the determination.
4. Does the project contain green components?

If **yes**, describe the green components and include cost estimate below.

5. Is the selected construction project a consolidation project?

If **yes**, please list all parties involved and identify the restructuring water system that will remain after the project is complete. A Supplemental Information Form for Consolidation (Appendix A) for each involved water system must be submitted with the application.

6. List any land that will be purchased or acquired for this construction project, discuss the necessity for such land, and justify the appropriateness of the size of the land being purchased. (NOTE: Only land or land access that is integral to the construction of source, treatment or distribution facilities is eligible for DWSRF funding.)
7. Describe the final plans and specifications as well as other technical aspects of the project, including the overall conceptual design (e.g. layout, flow diagrams, choice of unit processes, redundancy, reliability features).

8. Attach a schematic/map of the system which includes the proposed facilities as described above.
9. Provide water demand and capacity statistics used to design the project. Include a description of the methodology used to determine the peak flow water demands, the anticipated growth and its resultant water demand, and fire flow. If fire flow consideration is included in the facility design, provide the basis for including fire flow. If the project includes design capacity above the maximum day demand plus fire flow, provide U.S. Census or other population data from an independent source (including references) for the service area for at least the last two decades. (See Appendix I of the DWSRF Policy Handbook.)
10. Describe how industrial and commercial water users impact the peak flow demand.
11. List all major project components and identify their estimated useful life.
12. Attach a detailed cost breakdown of the entire project, which lists all major construction components, non-construction costs, and ineligible items.
  - a. The total project cost is \$\_\_\_\_\_
  - b. The eligible project cost is \$\_\_\_\_\_
  - c. The annual increase in operations/maintenance cost is \$\_\_\_\_\_

#### **E. PROPOSED SCHEDULE**

1. Attach a project schedule. Construction projects are required to be completed no later than three years from the funding agreement execution date.

#### **F. ATTACHMENTS TO ENGINEERING REPORT**

1. Please attach the following documents to be included with this Applicant Engineering Report. Make sure your water system's name and water system/project number are on every additional attachment.
  - a. Schematic/map of system's existing facilities
  - b. Documents justifying the ranked problem
  - c. Schematic/map of system's proposed facilities
  - d. Detailed cost estimate
  - e. Proposed project schedule
  - f. Supplemental Information Form (Consolidation Projects Only – See Guidelines for Consolidation Projects)
  - g. Copy of any permits required as part of this project

# SHN 2019 Fee Schedule **4**



## Consulting Engineers & Geologists, Inc.

### Fee Schedule January 1, 2019

When accurate definition of the proposed work is not possible, an hourly charge out rate for determining compensation shall be used. Hourly charge rates include payroll costs, overhead, and profit. Hourly services are billed portal to portal and are subject to a 2-hour minimum. Current rates are as follows:

Hourly Charge Rates			
Position <sup>1</sup>	Hourly Rates		
Senior Engineer	\$ 140.00	-	\$ 175.00
Senior Geotechnical Engineer	\$ 140.00	-	\$ 160.00
Senior Engineering Geologist	\$ 140.00	-	\$ 175.00
Senior Geologist	\$ 135.00	-	\$ 170.00
Senior Planner	\$ 120.00	-	\$ 160.00
Senior Environmental Scientist	\$ 130.00	-	\$ 175.00
Senior Land Surveyor	\$ 130.00	-	\$ 170.00
Project Manager	\$ 100.00	-	\$ 170.00
Project Engineer	\$ 110.00	-	\$ 140.00
Project Geologist	\$ 110.00	-	\$ 150.00
Project Land Surveyor	\$ 100.00	-	\$ 130.00
Associate Planner	\$ 90.00	-	\$ 120.00
Associate Environmental Scientist	\$ 110.00	-	\$ 140.00
Staff Engineer	\$ 90.00	-	\$ 120.00
Staff Geologist	\$ 90.00	-	\$ 120.00
Staff Planner	\$ 80.00	-	\$ 115.00
Staff Environmental Scientist	\$ 90.00	-	\$ 120.00
Staff Land Surveyor <sup>3</sup>	\$ 90.00	-	\$ 220.00 <sup>3</sup>
Certified Industrial Hygienist	\$ 110.00	-	\$ 155.00
GIS/UAV Specialist	\$ 80.00	-	\$ 135.00
Construction Inspector <sup>3</sup>	\$ 90.00	-	\$ 240.00 <sup>3</sup>
Lab/Field Technician <sup>3</sup>	\$ 90.00	-	\$ 220.00 <sup>3</sup>
Survey Technician <sup>3</sup>	\$ 80.00	-	\$ 220.00 <sup>3</sup>
Engineering Technician/Draftsperson	\$ 70.00	-	\$ 100.00
Technical Writer	\$ 65.00	-	\$ 80.00
Clerical	\$ 65.00	-	\$ 80.00
Expert Witness <sup>2,4</sup>	\$ 175.00	-	\$ 275.00

1 Incidental expenses, i.e., lodging, meals, airplane tickets, etc., are billed at cost plus 15%.

2 Minimum daily charge is four hours.

3 Rates depend on the specific personnel assigned and if **prevailing wage rates are required in the area of work.**

4 Rates for Expert Witness are charged for preparation and testimony for both deposition(s) and trial(s).

Reimbursables	
The following direct charges are charged in addition to the hourly charge rates set forth above.	
<b>Direct Charges:</b>	
CADD plots (black & white)	\$ 0.40/sq. ft.
CADD plots (color)	\$ 0.90/sq. ft.
Copies	\$ .15/ea.
Equipment and other expenditures (required for projects)	Cost + 15%
Field office	Cost + 15%
Filing fees, telephone expense, etc.	Cost + 15%
Iron pipe, monuments, flagging, etc.	Cost + 15%
Mylars	\$ 15.00
Services of other consultants	Cost + 15%
Stakes, hubs, lath, etc.	Cost + 15%
Subsistence, air travel, etc.	Cost + 15%
Vehicles	\$ 50.00/day
<b>Field Testing and Equipment:</b>	
Anchor bolt tension testing	\$ 80.00/day plus operator
CO <sub>2</sub> Meter	\$ 10.00/day
Concrete Compression Impact Hammer	\$ 25.00/day*+
Core Drilling Machine	\$ 75.00/day + \$3.00/inch cored
Dissolved Oxygen Meter	\$ 58.00/day*+
Expendable Supplies	\$ 40.00/day*+
Fyrite Meter	\$ 33.00/day*+
Generator	\$ 58.00/day*+
Geophysical Equipment	By Quotation
Grundfos Controller & Pump	\$275.00/day
Hand Auger	\$ 36.00/day
Health & Safety Level D	\$ 35.00/day*+
Health & Safety Level C	\$ 60.00/day*+
High Pressure Controller	\$ 60.00/day*+
Inclinometer	\$200.00/day*
LEL Meter	\$ 73.00/day*+
Nuclear Density Testing	\$ 25.00/hour plus operator
Other equipment including drill rigs, backhoes, etc.	Cost + 15%
ORP Meter	\$ 15.00/day
OVA	\$145.00/day*+
Peristaltic Pump	\$ 50.00/day*+
pH/Conductivity Meter	\$ 58.00/day*+
Pumps	\$ 45.00/day*+
Quad (ATV)	\$150.00/day
Rebar Locating Device	\$ 40.00/day plus operator
* 1/2 Day Minimum Charge. + 25% Weekly Discount, 40% Monthly Discount. <b>(1)</b> If concrete is sampled and delivered to SHN lab by outside contractor, add \$5.00/ea. for processing and curing per ASTM C-31.	



Reimbursables, Continued	
<b>Field Testing and Equipment, Continued:</b>	
Roto-hammer	\$ 50.00/day*+
Skidmore-Wilhelm Bolt Tension Calibration	\$ 50.00/day
Soil/Gas Purge Pumps	\$ 30.00/day*+
Soil Gas Probes	\$200.00/day*+
Torque Wrench (0 to 250 ft lbs)	\$ 25.00/day
Torque Wrench (250 to 1,000 ft lbs)	\$ 50.00/day
Turbidity Meter	\$ 29.00/day*+
Ultrasonic Test Device	\$ 20.00/hour plus operator
Vapor Extraction System	\$500.00/day*+
Water Level Data Logger	\$ 60.00/day*+
Water Level Meter	\$ 36.00/day*+
Well Point	\$ 50.00/day
<b>Survey Equipment:</b>	
GPS Station	\$300.00/day*
Level	\$ 25.00/day*
Resource GPS	\$ 150.00/day*
Robotic Total Station	\$ 200.00/day
Total Station	\$ 7.50/hour
Total Station w/Data Collector	\$ 100.00/day
Toughbook	\$ 150.00/day*
Trimble GeoXT GPS Unit	\$ 150.00/day*
<b>Laboratory Tests:</b>	
Asphalt Briquette Compaction	\$ 50.00/ea. <sup>(1)</sup>
Asphalt Bulk Specific Gravity	\$ 30.00/ea.
Asphalt Content by Nuclear Method	\$ 75.00/test
Asphalt Content Gauge Calibration	\$200.00/ea.
Asphalt Extraction (% Bitumen)	On Request
Asphalt (Hveem) Mix Design	On Request
Brass Tube (Liner)	\$ 5.00/ea.
Cleanness Value (CT 227)	\$ 75.00/ea.
Compaction Curves (ASTM D 1557 or Caltrans CT216):	
4-inch Mold	\$200.00/ea.
6-inch Mold	\$200.00/ea.
Check Point	\$ 75.00/ea.
Concrete Compressive Strength (CT 521 or ASTM C39)	\$ 25.00/ea. <sup>(2)</sup>
Concrete Linear Shrinkage (3 Bars)	\$200.00
Concrete Moisture	\$ 25.00/test (floor test)
Consolidation Test	\$300.00/ea.
Direct Shear, per point: (ASTM D3080)	
Consolidated-Drained (CD)	\$145.00/point
Unconsolidated-Undrained (UU) (Modified ASTM)	\$115.00/point
Consolidated-Undrained (CU) (Modified ASTM)	\$130.00/point
Additional cycles (each)	\$ 65.00/ea.
Disposable Concrete Molds	\$ 3.00/ea.
* 1/2 Day Minimum Charge. + 25% Weekly Discount, 40% Monthly Discount. (1) If asphalt is delivered to SHN lab unmixed, add \$75.00/ea. for processing and mixing per Caltrans CT304. (2) If concrete is sampled and delivered to SHN lab by outside contractor, add \$5.00/ea. for processing and curing per ASTM C-31.	

## Reimbursables, Continued

### Laboratory Tests, Continued:

Durability Index	\$ 75.00/ea.
Expansion Index	\$175.00/test
Fireproofing Density	\$ 50.00/ea.
Grout Compressive Strength	\$ 40.00/ea.
LA Rattler (abrasion resistance)	\$200.00/test
Liquid Limit	\$100.00/ea.
Masonry Block Compressive Strength	\$ 65.00/ea.
Masonry Block Linear Shrinkage	\$ 85.00/ea.
Masonry Block Prism Compressive Strength	\$125.00/ea.
Masonry Core Shear Test	\$ 50.00/core
Moisture Content	\$ 20.00/ea.
Moisture-Density Test	\$ 30.00/ea.
Particle Size Analysis (ASTM 422)	\$115.00/ea.
Percent Crushed Particles	\$125.00/ea.
Percent Organics	\$ 50.00/ea.
Plastic Limit	\$ 50.00/ea.
Plasticity Index	\$150.00/ea.
R-Value	\$300.00/ea.
Rice Specific Gravity of Asphalt (ASTM D2041)	\$ 75.00/ea.
Sand Equivalent	\$ 50.00/ea.
Sawing Rocks and Concrete Cores	\$ 30.00/unit
Sieve Analysis--Coarse	\$ 50.00/ea.
Sieve Analysis--Fine	\$ 60.00/ea.
Sieve Analysis--Passing 200	\$ 45.00/ea.
Specific Gravity, Rock	\$ 45.00/ea.
Stabilometer of Premixed AC	\$ 75.00/ea.
Sulfate Soundness	\$ 80.00/cycle
Swell Test	\$ 55.00/point
Triaxial Compression	
Unconsolidated Undrained (TXUU) (ASTM D2850)	\$115.00/point
Consolidated Undrained (TXCU) (ASTM D4767)	\$385.00/point
Consolidated Drained (TXCD) (ACOE)	\$500.00/point
Consolidated Undrained (TXCU-3 stage) (ASTM D4767)	\$810.00/test
Consolidated Drained (TXCD-3 stage) (ACOE)	\$860.00/test
USDA Bulk Density Test	\$ 30.00/ea.
USDA Textural Suitability Test	\$ 60.00/ea.
Unconfined Compression	\$ 65.00/ea.
Unit Weight of Lightweight Concrete	\$ 50.00/unit

#### Notes:

All samples of soil or rock from physical testing are discarded 30 days after submission of final report unless prior arrangements are made. Samples of soil or rock submitted for testing for hazardous substances will be returned to the Client, who is responsible for proper disposal.

This fee schedule is subject to review and adjustment, as required.

Certain services may require prevailing wages or overtime at premium pay to SHN employees. In such circumstances, fees will be adjusted to reflect increased labor costs.

## **Scotia Community Services District Staff Report**

DATE: July 18, 2019  
TO: Scotia Community Services District Board of Directors  
FROM: Leslie Marshall, General Manager  
SUBJECT: Consider authorizing the reengagement of Anderson, Lucas, Somerville and Borges to complete the SCSD's Financial Statements for the FY 18/19 Annual Audit

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### **RECOMMENDATION:**

The Administrative staff recommends that the Board consider reengaging the accounting services of Anderson, Lucas, Somerville, and Borges (ALSB) for the Scotia Community Services District FY 18/19 Annual Audit.

### **ACTION:**

Consider authorizing the General Manager to reengage ALSB for the FY 18/19 Annual Audit.

### **DISCUSSION:**

Per GC §61118(a) the board of directors shall provide for regular audits of the district's accounts and records pursuant to GC §26909. Scotia CSD had contracted with Anderson, Lucas, Somerville and Borges, LLP from Fortuna, CA to conduct the District's first annual audit (FY 2017/2018). To reengage ALSB is recommended as they maintain multiple CPA's within their firm and have so far only completed the auditing work for one fiscal year. For these reasons their firm would be the preferred choice for the SCSD as this will cost us less than contracting with a new firm.

### **FISCAL IMPACT:**

Cost of the Audit for FY 2019/2020 budgeted: \$22,000.

### **ATTACHMENTS:**

None.

# **Scotia Community Services District**

## **Staff Report**

DATE: July 18, 2019  
TO: Scotia Community Services District Board of Directors  
FROM: Leslie Marshall, General Manager  
SUBJECT: Creation of six new reserve bank accounts with Redwood Capital Bank

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### **RECOMMENDATION:**

Staff recommends that the Board consider approving the creation of 6 new reserve bank accounts with Redwood Capital Bank for the SCSD.

### **ACTION:**

Approve the General Manager to create 6 new reserve bank accounts with Redwood Capital Bank.

### **DISCUSSION:**

Staff has been directed by the Auditor (ALSB) to increase fiscal organization through the creation of “reserve” or savings bank accounts. Redwood Capital Bank has no cap on the number of savings accounts that an entity may maintain. The creation of these reserve accounts will align with each of the SCSD’s classes (water, wastewater, parks and recreation, streets and street lighting, and storm drainage, and general) and would be beneficial for budgeting and managing upcoming maintenance and repairs.

New accounts may be created in the future, with Board approval, for future Grant accounting.

### **FISCAL IMPACT:**

None. Will realign the amounts in each account, including the general checking account.

### **ATTACHMENTS:**

None.

# **Scotia Community Services District**

## **Staff Report**

DATE: July 18, 2019  
TO: Scotia Community Services District Board of Directors  
FROM: Leslie Marshall, General Manager  
SUBJECT: Review Humboldt Redwood Company's letter regarding gravel extraction proposal for the Scotia CSD Eel River gravel bar

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### **RECOMMENDATION:**

The Administrative staff recommends that the Board review the letter from HRC regarding gravel extraction on the Scotia CSD river bar.

### **ACTION:**

None

### **DISCUSSION:**

HRC has rescinded their proposal to extract approximately 30,000 yards of river-run gravel from the Scotia CSD river bar (Scotia Dam Bar) located west of Fireman's Park.

### **FISCAL IMPACT:**

none.

### **ATTACHMENTS:**

Attachment A: Letter from Spencer Watkins of HRC to Scotia CSD rescinding the offer to the SCSD for gravel extraction on the Scotia Dam Bar



July 3, 2019

Scotia Community Services District  
400 Church Street  
Scotia, CA 95565

Dear Scotia CSD:

HRC has decided to make alternative arrangements for gravel extraction operations this year. We appreciate your time and consideration. Perhaps a future accord can be met.

Thank you,

Spencer Watkins PG 9081  
Humboldt Redwood Company LLC.  
P.O. Box 712  
Scotia, CA 95565  
Office: (707) 764-4294  
Cell: (707) 499-4438  
Email: [swatkins@hrcllc.com](mailto:swatkins@hrcllc.com)



## **Scotia Community Services District Staff Report**

DATE: July 18, 2019  
TO: Scotia Community Services District Board of Directors  
FROM: Leslie Marshall, General Manager  
SUBJECT: Easement along property line on vacant lot 33

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### **RECOMMENDATION:**

The Administrative staff recommends the SCSD Board consider authorizing the Board President to sign the Easement Grant Deed and attachments for a five-foot easement on vacant Lot 33, as requested by Town of Scotia LLC. for fire-water lines on Lot 35.

### **ACTION:**

Motion to authorize the Board President to sign the Easement Grant Deed and attachments.

### **DISCUSSION:**

The Town of Scotia requests an easement upon the SCSD owned vacant Lot 33. The lot located directly in front of the SCSD administrative office is adjacent to the Town of Scotia's administrative building at 108 Main Street. The easement would be a five-foot easement along the north-east property line of the SCSD's vacant lot 33 and would facilitate installation and maintenance of a new fire water line for connecting fire suppression sprinklers within 108 Main Street (Lot 35).

The SCSD board approved the easement at the June 2019 meeting, and TOS has developed a legal description of the easement with assistance of land surveyors, Kelly-O'Hern Associates.

SCSD District Engineer says this easement would not affect buildability of the lot in the future in terms of set-backs, etc. And recommends the Board approve and authorize the Board President to sign the Easement Grant Deed.

### **FISCAL IMPACT:**

None at this time

### **ATTACHMENTS:**

Easement Grant Deed

Exhibit A: Easement Legal Description

Easement Map

**RECORDING REQUESTED BY:**

Scotia Community Services District  
PO BOX 245  
Scotia, CA 95565

**WHEN RECORDED MAIL TO:**

Humboldt Redwood Company, LLC

This conveyance is exempt from the document transfer tax  
as Government Agency RNT Section 11922.

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**EASEMENT GRANT DEED**

Scotia Community Services District, a Community Services District formed pursuant to California Government Code §§ 61000, et,seq. Grantor, grants to Humboldt Redwood Company, LLC (HRC), Grantee, a 5-foot wide easement and right of way across a portion of its real property for the purpose of locating and maintaining a fire suppression pipe and facilities to serve HRC'S ie its "Sales Office" property at 108 Main Street, Scotia California as described below and in Exhibit A, attached hereto.

Said facilities and easement area are described as follows:

A non-exclusive easement appurtenant to Lot 35, Tract 649, burdening Lot 33 of the same tract, Map recorded at Book 25 Maps 54-65.

**Grantor:**

Scotia Community Services District, a  
California Community Services District

By: \_\_\_\_\_

Name: Paul Newmaker

Its: President

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA,     )

COUNTY OF HUMBOLDT     )

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

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

WITNESS my hand and official seal. Signature

\_\_\_\_\_(Seal)

## EXHIBIT A

A non-exclusive easement, 5 feet in width, for the installation, maintenance and repair of a waterline for fire suppression purposes, lying westerly of and adjacent to the East line of Lot 33 of Tract No. 649, Town of Scotia Subdivision Phase 1, filed in Book 25 Maps, Pages 54 – 65.

This easement is appurtenant to Lot 35 of said Tract No. 649.

Prepared by:

Michael J. O'Hern

Michael J. O'Hern LS 4829

Dated JUNE 27, 2019



