



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, October 21, 2021 at 5:30 P.M.*

*Via Zoom*

**AGENDA**

- A. CALL TO ORDER/ ROLL CALL/ PLEDGE OF ALLEGIANCE** The Presiding Officer will call the meeting to order and the Board Clerk will call the roll of members to determine the presence of a quorum. **PLEASE REMEMBER TO SILENCE ALL CELL PHONES**
- In accordance with the Governor's Executive Orders N-25-20 and N-29-20 SCSD Board of Directors shall conduct the District's business via teleconference as the Board chambers are closed at this time. **This meeting may be accessed by using the following call-in number: 1 669 900 6833. When prompted enter the meeting i.d. 846 0613 0560 and the following password 853795.** Please submit public comments in writing 24 hours ahead of the meeting, if possible. If anyone who wishes to teleconference the meeting and has ADA access needs, please call the SCSD Administrative Office not less than 24 hours in advance of the meeting time to make accommodations.
- B. SETTING OF THE AGENDA** The Board may adopt/revise the order of the agenda as presented.
- C. CONSENT CALENDAR** Consent Calendar items are routine, to be acted upon by the Board of Directors at one time without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Consent Calendar, it shall be moved so that it may be acted upon separately in business.
1. Approval of Previous Meeting Minutes—Regular Meeting September 16, 2021
  2. Approval of RCB Check Registers September 1-30, 2021
  3. Approval of Umpqua Check Registers September 1-30, 2021
  4. Approval of RCB Mastercard Statement – August Statement
  5. Approval of Umpqua Visa Statement – August Statement
  6. Approval of Planwest Partners Invoice— September 2021
- 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. ADJOURN TO CLOSED SESSION**
1. Call to Order
  2. Roll Call
  3. Government Code §54956.9; Discuss pending litigation with District Legal Counsel
  4. Government Code §54956.9; Discuss anticipated litigation with District Legal Counsel
  5. Closed session discussion
- F. ADJOURN TO OPEN SESSION**

a. Report out of closed session

**G. PUBLIC HEARING – None**

**H. BUSINESS**

**1. New Business -**

- a. Adopt Resolution 2021-13: A Resolution Of The Scotia Community Services District As a Result Of A Local Emergency And Authorizing Remote Teleconference Meetings Of The Legislative Bodies Of Scotia Community Services District Pursuant To Brown Act Provisions

**2. Old Business – None**

**I. REPORTS**

**(5 minutes each)**

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

1. **President’s Report:**
2. **Board Director Reports:**
3. **General Manager’s Report:**
4. **Board Clerk’s Report:**
5. **District Counsel’s Report:**
6. **Engineer’s Report:**

**J. BOARD TRAINING**

**K. ADJOURNMENT**

Next Regular Meeting of the SCSD will be November 18, 2021 at 5:30 PM. A Special meeting may be held prior to that.

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

Minutes of the REGULAR Board Meeting for the  
Scotia Community Services District  
Thursday, September 16, 2021 at 5:30 P.M.

**A. CALL TO ORDER/ ROLL CALL/ PLEDGE OF ALLEGIANCE at 5:30 PM**

Paul Newmaker, President– Present

Diane Black, Vice President – Present

Delia Ansted, Director – Present

Susan Pryor, Director – Present

Nina Sellen, Director – Present

Leslie Marshall, GM; Julie Hawkins, Board Clerk; Sophia Meyer, District Legal Counsel

**B. SETTING OF THE AGENDA**

Item H1d North Coast Regional Water Quality Control Board Mandatory Minimum Penalty Letter pulled from new business to emergency closed session. It came to the attention of staff that it needed to be discussed in closed session with legal counsel under Government Code §549564(b).

**C. CONSENT CALENDAR**

1. Approval of Previous Meeting Minutes—Regular Meeting August 19, 2021
2. Approval of RCB Check Registers August 1-31, 2021
3. Approval of Umpqua Check Registers August 1-31, 2021
4. Approval of RCB Mastercard Statement – July Statement
5. Approval of Umpqua Visa Statement – July Statement
6. Approval of Planwest Partners Invoice— August 2021

No Public Comment

**Motion:** To Approve Consent Calendar

**Motion:** Black **Second:** Sellen

**Motion Vote:** Ayes Ansted, Black, Newmaker, Pryor, Sellen **Opposed:** None **Absent:** None

**Abstain:** None

**D. PUBLIC COMMENT & WRITTEN COMMUNICATION**

Written comment letter received from TOS. (Attached)

**E. ADJOURN TO CLOSED SESSION at 5:35 PM**

1. Call to Order

**2. Roll Call**

Paul Newmaker, President – Present

Diane Black, Vice President – Present

Delia Ansted, Director – Present

Susan Pryor, Director – Present

Nina Sellen, Director – Present

**3. Government Code §54956.9; Discuss pending litigation with District Legal Counsel**

**4. Government Code §54956.9; Discuss anticipated litigation with District Legal Counsel**

**5. Closed session discussion**

**F. ADJOURN TO OPEN SESSION 6:39 PM**

**a. Report out of closed session**

Information received and direction was given to staff.

**G. PUBLIC HEARING – None**

**H. BUSINESS**

**1. New Business -**

**a. Second Reading and Adoption of Ordinance 2021-7: An Ordinance of the Scotia Community Services District Board of Directors Amending Ordinance 2021-1 Title V Streets & Street Lighting**

LM introduced and board discussed. No changes since last meeting.

No public comment.

**Motion:** to Adopt Ordinance 2021-7: An Ordinance of the Scotia Community Services District Amending Ordinance 2021-1 Title V Streets & Street Lighting by **READING OF TITLE ONLY.**

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

**Motion Vote:** Ayes Ansted, Black, Newmaker, Pryor, Sellen **Opposed:** None **Absent:** None

**Abstain:** None

**Motion:** to Adopt Ordinance 2021-7: An Ordinance of the Scotia Community Services District Amending Ordinance 2021-1 Title V Streets & Street Lighting

**Motion:** Newmaker **Second:** Ansted

**Motion Vote:** Ayes Ansted, Black, Newmaker, Pryor, Sellen **Opposed:** None **Absent:** None

**Abstain:** None

**b. Second Reading and Adoption of Ordinance 2021-8: An Ordinance of the Scotia Community Services District Amending Ordinance 2021-4 Title VI Storm Drainage**

LM introduced and Board discussed. No changes since last meeting.

No public comment.

**Motion:** to Adopt Ordinance 2021-8: An Ordinance of the Scotia Community Services District Amending

Ordinance 2021-4 Title VI Storm Drainage by READING OF TITLE ONLY

**Motion:** Black **Second:** Pryor

**Motion Vote:** Ayes Ansted, Black, Newmaker, Pryor, Sellen **Opposed:** None **Absent:** None

**Abstain:** None

**Motion:** to Adopt Ordinance 2021-8: An Ordinance of the Scotia Community Services District Amending Ordinance 2021-4 Title VI Storm Drainage

**Motion:** Newmaker **Second:** Sellen

**Motion Vote:** Ayes Ansted, Black, Newmaker, Pryor, Sellen **Opposed:** None **Absent:** None

**Abstain:** None

- c. Adopt Resolution 2021-12: A Resolution of the Scotia Community Services District Board of Directors Amending the Board Policies Manual

LM introduced and Board Discussed.

No public comment.

**Motion:** To Adopt Resolution 2021-12: A Resolution of the Scotia Community Services District Board of Directors Amending the Board Policies Manual

**Motion:** Ansted **Second:** Black

**Motion Vote:** Ayes Ansted, Black, Newmaker, Pryor, Sellen **Opposed:** None **Absent:** None

**Abstain:** None

- d. North Coast Regional Water Quality Control Board Mandatory Minimum Penalty Letter

Item moved to closed session.

## 2. Old Business – None

### I. REPORTS

#### 1. President's Report: None

#### 2. Board Director Reports: None

#### 3. General Manager's Report:

- TOS still working on the river pumps. Pumps not working as expected, possibly due to the drought.
- Tesla battery project: easement issues, pursuing other ways to obtain the easement.
- Log Pond dam seepage. Geotechnical boring was done to ascertain information about the condition and construction of the dam to help plan for repair moving forward.
- Met with HRC on Aug 24<sup>th</sup> regarding the NPDES and plans for moving forward.
- Baseball field restrooms: Contractor selected for the bid altered bid to meet county requirements. Waiting for county final signoff.
- Museum: removed invasive pampas grass, looking for paths forward for planting in the planters.
- Museum ADA upgrade: Mary Bulwinkle hired for historic artifact preservation, cleaning and

organizing in preparation for the construction project. Jeff Lakim and LM will be discussing starting the project once he is back from vacation.

-Soccer Field: Now complete. North Coast Paintball will have a new start date soon (delayed now due to Covid).

Phase III: Finalizing documents.

-District working with John Broadstock on the garages being used as dwellings. Reported Humboldt County Sheriff, a report to the Sheriff must be made before code enforcement can be called out. The property owner has been contacted.

**4. Board Clerk's Report:** The Fire Chief's report will no longer be included on the agenda in the reports section because the Fire District is separate from the CSD.

**5. District Counsel's Report: None**

**6. Engineer's Report: None**

**7. Fire Chief's Report: None**

**J. BOARD TRAINING – None**

**K. ADJOURNMENT at 7:17 PM**

Approved:

\_\_\_\_\_  
Paul Newmaker, President  
Board of Directors  
Scotia Community Services District

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Board Clerk  
Scotia Community Services District

\_\_\_\_\_  
Date



August 30, 2021

Scotia Community Services District

To: Staff, counsel and members of the Scotia Community Services District Board of Directors.

I write briefly to provide a preliminary response to your letter addressed to me and Town of Scotia Company, LLC (TOS), on its face dated August 18, 2021, and received here by certified mail in Scotia on August 26, 2021.

As we read the letter, the CSD asserts that until the River Intake Pump Replacement project is complete, and there are two operational pumps and motors serving Scotia in a redundant system, the CSD will withhold all ministerial sign-offs and approvals and will not accept other specifically referenced TOS projects, including Scotia Subdivision Phase 3 construction (now complete and inspected by the district engineer, awaiting District sign-off), Scotia Subdivision Phase 4 design (nearing ~80% design completion after years of effort), and Mill A infrastructure upgrades (design engineering completed, awaiting district engineer sign-off).

As we have noted previously in our objections to the Board's earlier proposal to send such a letter and announce such a policy, the letter in its final form misstates the facts and circumstances, and it includes demonstrably false and misleading information and rash generalization.

- It is simply not true -- and there is no substantial evidence anywhere referenced in the record of this Board's proceedings to establish-- that TOS has neglected (for any reason or for any period) its pursuit of upgrade and replacement to the Scotia water system generally, or the redundant river intake pump system particularly.
- In fact, TOS promptly engaged a wide range of civil, electrical, geologic, and hydraulic engineers, specialized vendors, general and subcontractors to conceive, design and implement the technically complex adaptation of new equipment to the historic intake infrastructure.
- The project timeline and accompanying specification documents earlier provided to the District staff reflect the incredible range of work done, at great expense and over a protracted period. (see attachments).

In fact, TOS has aggressively pursued the repair and replacement of the redundant river intake system over the course of years. In an effort to expedite the replacement, we did suffer some subsequent pump and motor failures, and the dedicated team has studied the cause of such failures and incorporated the forensic information in design changes and process and protocol refinements.

However, the District staff's assertion that the project was neglected or not prioritized is simply false and unsupported.

In fact, at no time was the District ever hindered or prevented by TOS' pursuit of intake pump replacement from providing clean reliable sources of water, whether drinking water for the community or fire suppression flow; nor was there ever any incapacity to serve the industrial needs of the local sawmill and power plant related to the Pump Replacement project or TOS' management of that project.

Frank Shaw Bacik

*Frank Shaw Bacik*

President and Director of Legal Affairs



May 19, 2021

Dear chairperson and members of the SCSD Board of Directors.

I write again in opposition to the proposal in this Board's agenda, New business Item 1.d of which we just learned yesterday from your staff. The agenda item vaguely seeks Board authorization to send a letter, though the agenda item did not say to whom that letter should be sent or what it should say. Last night, after midnight, we finally received the staff report and draft letter described in yesterday's Board agenda.

The gist of the proposed Board letter is to announce a significant new policy by which the CSD will arbitrarily withhold approvals and sign-off on any of the major infrastructure project underway by the Town of Scotia, including the Scotia Subdivision Phase 3 Final Map, Phase 4 upgrade design and Mill A infrastructure plans and specifications.

The effect of the new policy, and letter announcing it, would be impose an inappropriate moratorium or 'freeze' on unrelated CSD approvals, based NOT on the merits of the particular "frozen" project, but rather as extortion, to hold the completed and progressing project hostage until the entirely unrelated Eel River Intake Pump Replacement project is completed.

This extraordinary step is briefly 'justified' on the basis that the pump replacement project is urgent (which no one contests), and that the Team of civil and electrical engineers, computer program designers and pump function experts and other specialists on the project team have not worked diligently to get the project done.

In addition to the objection made in our urgent letter of yesterday, raising substantive and procedural error and denial of Due Process, this letter makes three additional simple points and provides evidence which should be given full opportunity for discussion before the Board:

1. The staff's basis and justification (dilatatory progress or neglect) is *false and misleading* (see the supporting information and materials filed in opposition to the Staff's proposed agenda item, including a timeline of progress and planning, by Mr. Mike Forget Civil Engineer, CEO of SHN Engineers and Geologists);
2. The withholding of approval of an unrelated project (like the Phase 3 infrastructure project), notwithstanding its acknowledged merits and compliance with appropriate standards, lacks any supporting substantial evidence in the record, and is a textbook example of illegal *abuse of discretion* by an administrative agency; and
3. The CSD is *contractually bound* by its express agreement to give approval to subdivision phase projects upon completion in accord with the standards in the Conditions of

## Attachment

Approval of the subdivision. (see attached the highlighted relevant excerpts of the 'April, 2017 "Town of Scotia Community Services District Asset Transfer Agreement," Section 4, p.4; Section 4.1, pp.4-5; Section 5.2, p.9).

Given the Board's staff report and proposed draft letter was only disclosed last night after close of business, the Town of Scotia clearly deserves more than three minutes to make its case against this inappropriate, illegal and unnecessary and abusive proposal. Ideally, in light of these arguments and evidence, the matter should be dropped now, but in any event, if the matter is to be given any consideration, TOS must be given a reasonable opportunity to discuss and present further information and evidence.

We ask that the Board consider the points above, reflected in the substantial evidence submitted with these arguments in opposition to the proposal, and as expressed in our Due Process denial claim notice-letter of yesterday, direct that the matter be dropped as ill-advised, unnecessary and unsupported.

Respectfully submitted

*Frank Shaw Bacik*

Frank Shaw Bacik, President and Director of Legal Affairs

**TOWN OF SCOTIA AND SCOTIA COMMUNITY SERVICES  
DISTRICT ASSET TRANSFER AGREEMENT**

This TOWN OF SCOTIA AND SCOTIA COMMUNITY SERVICES DISTRICT ASSET TRANSFER AGREEMENT (this “Agreement”) is entered into as of April 27, 2017 (the “Effective Date”), by and between the Town of Scotia Company, LLC, a Delaware limited liability company, (“TOS”) and the Scotia Community Services District, a California Community Services District (“SCSD” or “District”) formed pursuant to California Government Code §§ 61000, et seq. Where collective reference is intended, TOS and the District are hereinafter referred to as the “Parties” in this Agreement.

**Recitals**

A. WHEREAS, TOS is the owner of that certain real property, appurtenant easements and personal property located in Scotia, County of Humboldt, State of California, and more particularly described in that certain Tentative Subdivision Map (“Subdivision Map”) prepared in accord with the California Subdivision Map Act (California Government Code §§ 66410 et seq. (the “Map Act”)) and approved by the Humboldt County Planning Commission on November 10, 2009;

B. WHEREAS, on or about October 13, 2010, the Humboldt County Local Agency Formation Commission (“LAFCo”) entered Resolution No. 10-09, making determinations and approving formation of the Scotia Community Services District;

C. WHEREAS, as a condition to the approval recited in LAFCo Resolution 10-09, TOS agreed that in connection with the formation of the Scotia Community Services District, TOS would transfer (at no cost to the District) certain property to the District consisting of: (1) that certain real property (and appurtenant easements and improvements thereto) as more particularly described in **Exhibit A** (the “Real Property”), attached hereto; (2) that certain personal property, vehicles, tools, equipment, funds and infrastructure described in the Personal Property Schedule attached hereto as **Exhibit B** (“Personal Property”); and (3) that certain infrastructure for water and wastewater lines, pipes, distribution, and collection systems (storm drainage infrastructure), streets and street lighting (the “Linear Infrastructure”) described in the listing of engineering designs, plans, maps and diagrams comprising Scotia Linear Infrastructure information sources attached hereto as **Exhibit C.1** (the “Linear Infrastructure Information Sources”). The Real Property, Personal Property and Linear Infrastructure shall be collectively referred to herein as the “Dedicated Property”. All real and personal property not expressly recited herein as “Dedicated Property” shall remain the sole and exclusive property of TOS;

D. WHEREAS, on or about March 17, 2014, TOS pledged that certain Covenant and Agreement to Dedicate Property and Convey Other Assets to the Scotia Community Services District (“Covenant and Agreement”) attached hereto as **Exhibit D**;

E. WHEREAS, the District was formed pursuant to a Certificate of Completion recorded by LAFCo on March 17, 2014, for the purpose of providing water, wastewater service, storm drainage, fire protection, parks and recreation, streets and street lighting services to Scotia and its residents;

F. WHEREAS, on or about January 21, 2016, the District adopted Resolution No. 2016-3, resolving to accept the Dedicated Property, without cost, pursuant to the terms and conditions of a transition agreement to be negotiated with TOS;

G. WHEREAS, on or about May 5, 2016, the County of Humboldt issued a Certificate of Compliance, recognizing the legal descriptions of the Real Property to be transferred to the District;

H. WHEREAS, Phase 1 of the TOS Subdivision Map has now been approved and recorded, and rates have been established for water and sewer service fees as well as storm water drainage benefit assessments;

I. WHEREAS, fire protection services are currently being provided by a Volunteer Fire Department. Consequently, any and all property and equipment owned by TOS associated with fire protection services is not being dedicated to the District and is expressly excluded from this Agreement; and

J. WHEREAS, TOS and the District desire to set forth mutual agreements to effect the conveyance of the Dedicated Property as contemplated by this Agreement and the Agreement to Dedicate and Resolution No. 2016-3.

### Agreement

NOW THEREFORE, the above recitals are incorporated herein and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Conveyance of Dedicated Property.** Pursuant to the terms and conditions of this Agreement, TOS shall irrevocably convey title to the Dedicated Property to the District free and clear of all liens and encumbrances at no cost to the District. TOS agrees to execute any and all deeds, bills of sale or other documents necessary to convey the Dedicated Property to the District.

2. **Real Property.** The County of Humboldt has approved a multi-phase subdivision of the real property owned by TOS (the "Subdivision"). TOS intends to complete the Subdivision in five (5) phases with five (5) Final Maps to be recorded following completion of the Conditions of Approval for each phase of the Subdivision. As a result of the issuance of the Certificate(s) of Compliance referenced in Recital G, above, TOS may now transfer title to the Real Property to the District, under an exemption from the Subdivision Map Act for conveyances to public entities pursuant to California Government Code § 66428(a)(2) and by virtue of the duly issued Certificate(s)

## Attachment

contains tools, equipment, materials and shop space which the TOS uses for maintenance and repair of the residences and commercial facilities owned and operated by TOS which are located on the Real Property. The parties acknowledge and agree that it is necessary for TOS to continue to occupy the Carpenter Shop until the final phase of the subdivision has been recorded and all of the residences and facilities are marketed and sold to independent parties or conveyed to the District. TOS shall be entitled to occupy and use the Carpenter Shop at no cost during the time that the District is occupying the interim office located at 120 and 122 Main Street, Scotia, pursuant to Section 2.2 of this Agreement, above. Upon conveyance of the real property upon which the Carpenter Shop is located to the District, TOS and the District shall execute a short form offsetting lease agreement in the form appended hereto as **Exhibit E** ("Offsetting Lease Agreement"). Following the termination of the Offsetting Lease Agreement, the District will allow TOS to occupy and lease the Carpenter Shop from the District for a sum to be negotiated between the parties in good faith, for a term which shall terminate no later than five (5) years following the effective date of the Offsetting Lease Agreement. At the end of the term of the Offsetting Lease Agreement, TOS shall surrender and release the premises, and shall relinquish in their present condition all materials, tools and equipment within the Carpenter shop to the District for the District's exclusive use and control.

**2.4 Taxes.** TOS shall pay for all taxes due for the 2016-2017 tax year prior to the Phase 1 Close of Escrow. Any amount overpaid shall be returned/paid to TOS.

**3. Personal Property.** Subject to and conditioned upon satisfaction of the contingencies recited in Section 5 of this Agreement, TOS shall irrevocably convey to the District the personal property, vehicles, tools, equipment, funds and infrastructure described in the Personal Property Schedule attached hereto as **Exhibit B** ("Personal Property"). All such conveyances shall occur in the sequence set forth in **Exhibit B**.

**4. Linear Infrastructure.** Subject to and conditioned upon satisfaction of the contingencies recited in Section 5 of this Agreement, TOS shall irrevocably transfer to the District the Linear Infrastructure set forth in the Linear Infrastructure Information Sources attached hereto as **Exhibit C.1** to the District. All such conveyances shall occur in the sequence set forth in **Exhibit C.2** and as recited in Section 4.1, below. **The parties acknowledge that LAFCo and Humboldt County have required extensive upgrade, replacement, repair, improvement or realignment to certain items of the Linear Infrastructure by TOS prior to conveyance to the District, and that the projected phase area and infrastructure completion map and schedule (Exhibit C.2) may from time to time be revised by the County of Humboldt due to inclement weather, practical engineering and/or economical construction modifications and other or reasons.**

**4.1. Phases of Conveyance of Linear Infrastructure.** The improvements will be undertaken by TOS in phases over several years and

conveyed to the District in accord with the projected Linear Infrastructure area and completion map stated in **Exhibit C.2**, as the same may be revised from time to time. The parties acknowledge and agree that Phase 1 of the Linear Infrastructure has been improved by TOS and has been approved by the District. Title to Phase 1 of the improved Linear Infrastructure (and each subsequently transferred Phase of the improved Linear Infrastructure) shall be conveyed to the District by way of the Irrevocable Offer of Dedication and Grant of Easement Deed utilizing the form of instrument attached hereto as **Exhibit G**. Thereafter, the District shall accept ownership and responsibility for new, improved or relocated infrastructure in each phase of the Subdivision as approved by the District Engineer. **Once TOS has completed all required Linear Infrastructure in any particular phase or integral or coherent area and the improvements have been inspected and accepted in compliance with LAFCo Conditions of Approval and any applicable Humboldt County requirements by the District Engineer, the District Board shall accept the dedication and conveyance and receipt of all right, title and interest in all Linear Infrastructure in the phase or coherent area utilizing the form of Irrevocable Offer of Dedication and Grant of Easement Deed** attached hereto as **Exhibit G**, with the exception of the Grant of Easement Deed for the Linear Infrastructure in Phase 5, which shall use the same form except that it shall not include a reserve easement and/or license for TOS as all interests in Linear Infrastructure will have transferred to the District. For purposes of example, once the Linear Infrastructure has been completed in Phase 2 and the improvements have been inspected and accepted in compliance with LAFCo Conditions of Approval and any applicable Humboldt County requirements by the District Engineer, the District Board shall accept the dedication or conveyance and receipt of all right, title and interest in all Linear Infrastructure in Phase 2. The District shall be responsible for all maintenance, operation and repair of the improved Linear Infrastructure from and after the date each component of the Linear Infrastructure has been dedicated, conveyed and accepted by the District. TOS shall retain a reserve license and/or easement appurtenant to all TOS property in Phases 1, 2, 3, 4 and 5 of the Subdivision Map to discharge wastewater and storm drainage into the Linear Infrastructure actually conveyed to the District until such time that all Linear Infrastructure in Phases 1 through 5 of the Subdivision Map are conveyed to the District.

**4.2. District Interim Rights.** Prior to completion of Linear Infrastructure improvements, TOS will grant interim rights (“Interim Rights”) for the District to access, utilize and operate existing (not-yet-improved) infrastructure by way of license pending completion of the Linear Infrastructure Improvements and conveyance to the District in accord with Section 4.1. These Interim Rights will authorize the District to use and employ TOS’ existing, not-yet-improved infrastructure to deliver services and to charge service fees to the residents and businesses served and will be created by utilization of the form “Linear Infrastructure License to Operate” appended hereto as **Exhibit H**. TOS shall be responsible for all routine maintenance and repair of the not-yet-improved

Covenant and Agreement shall be satisfied prior to conveyance of any of the Linear Infrastructure.

**5.2. Phases 2 through 5 Linear Infrastructure Completion.** The District Engineer or an independent professional licensed engineer shall be engaged by or on behalf of the District to conduct an independent review of the infrastructure improvement plans and completed improvements and the engineer shall accept the improvements, if adequate and in compliance with the conditions of LAFCo, the County of Humboldt and this Agreement prior to conveyance of Phases 2 through 5, respectively, of the Linear Infrastructure.

**5.3. Transition Services Agreement.** As a contingency to the Phase 1 Closing Date, TOS shall agree to provide contract transition services and support for essential (treated water and wastewater) District operations for an initial six (6) month period from and after the Phase 1 Closing Date with consideration for an additional six (6) month extension subject to the terms and conditions stated in that certain written "Transition Services Agreement" attached hereto as **Exhibit I** and TOS and the District shall respectively deliver to the other an executed copy of said instrument. TOS shall be reimbursed for all reasonable contract transition services and support costs and administration of the transition services which shall be paid by the District through either: (i) credits to the TOS utility bills, if legally permissible, or (ii) if credits are impermissible or insufficient, through regular payments at monthly intervals.

**5.4 Provision of Letter to California Board of Real Estate.** As a contingency and deliverable required at the Phase 1 Close of Escrow, SCSD shall execute a letter to the California Board of Real Estate reciting that conditions required for TOS to obtain a Final Public Report for Phase 1 of the Subdivision have been satisfied. Thereafter, prior to transfer of the Linear Infrastructure in Phases 2 through 5 of the Subdivision, the District shall deliver to TOS a letter to the California Board of Real Estate reciting that conditions required for TOS to obtain a Final Public Report for Phase 2 through 5 of the Subdivision have been satisfied respectively upon completion.

**5.5 Insurance Contingency.** Prior to Close of Escrow and prior to the conveyance of Phases 2-5, the District shall acquire insurance. TOS shall name the District as an additional insured on all TOS policies relating to Real Property.

**6. Contingency Funds.** The following contingency funds shall be established and funded at the time intervals stated below to effectuate the transfer of the components of the Dedicated Property to the District as noted below:

**6.1. Office Equipment Fund.** At the Phase 1 Close of Escrow, TOS shall transfer to the District \$20,000 for the purchase of office equipment.

**6.2. Contingency Fund.** At the Phase 1 Close of Escrow, TOS shall transfer to the District \$135,000.00 as contingency funds.

**6.3. Transition Services.** TOS will leaseback those portions of the Real Property (i.e., the Theater and Parks) and provide transition services in accord with the terms and conditions of the Transition Services Agreement appended hereto as **Exhibit I**.

**6.4. Benefit Assessment Fees.** TOS shall pay at the Phase 1 Close of Escrow an amount equal to twelve (12) months of the estimated TOS share of adopted District Parks and Recreation, Streets and Street Lighting fees and assessments and four (4) months of Storm Drainage benefit assessments for fiscal year 2016-2017.

**6.5. Water and Wastewater Fees.** TOS shall pay at the Phase 1 Close of Escrow an amount equal to three (3) months of the estimated TOS share of adopted District water and wastewater fees. Any overcharges shall be credited to the TOS account and utilized in the following payment period.

**6.6. Good Faith Funding of Emergency Failures of WTP and WWTP Equipment.** TOS shall provide to the District immediate good faith funding of emergency failures of the WTP and WWTP for major equipment, above or below ground systems and dam impoundment for costs which exceed \$35,000 per occurrence, with a maximum cost outlay by TOS to the District not to exceed \$250,000 in any fiscal year, until recordation of the Subdivision Map for Phase 4 (the "Emergency Repair Funding Assistance"). This obligation shall exist until Final Map recordation for Phase 4 of the Subdivision or June 30, 2021, whichever date shall first occur. For purposes of this Agreement and this Section 6.6, an "emergency failure" qualifying for assistance from the TOS is defined as an unexpected, material equipment failure or breakdown not caused by, in whole or in part, District error or negligence. **In no event shall TOS' Emergency Repair Funding Assistance exceed a total of \$250,000.00 for any fiscal year or \$750,000.00 for the entire term of this Agreement, and any liabilities incurred by the District in any given fiscal year shall not carry over to the next fiscal year for purposes of applying the Emergency Repair Funding Assistance cap/limitation.** For purposes of example only, if the District incurs a \$300,000.00 liability in one fiscal year that qualifies for Emergency Repair Funding Assistance from TOS, only \$250,000 shall be paid by TOS and the remaining \$50,000 shall be the responsibility of the District and not carried forward to another fiscal year.

The Parties acknowledge and agree that the Emergency Repair Funding Assistance is intended to be a special, limited exception to the District's obligation to take ownership and assume financial responsibility for all operations and expenses of the WTP and WWTP immediately upon conveyance of the Treatment Plants to the District by Grant Deed.

The Emergency Repair Funding Assistance shall be supplemental to any emergency loans or other assistance that might be available to the District for emergency repairs, maintenance or other operational funding. The District shall timely make all reasonable efforts to obtain alternative emergency funding for such repairs, or, if practicable, in order to reimburse TOS for Emergency Repair Funding Assistance, under the District's authority and responsibility as the operating and utility entity. To the extent any such alternative emergency funding may be available, any payment by TOS to the District under the Emergency Repair Funding Assistance protocol stated in this Section 6.6 shall be deemed a loan to the District, due and payable immediately at the time the District receives any alternative emergency funding. To the extent allowed by law, any funding subsequently received by the District which is earmarked especially for a particular emergency repair for which the District has sought and received Emergency Repair Funding Assistance from TOS shall be used by the District to reimburse TOS for said Emergency Repair Funding Assistance and for no other purpose.

**6.7. Limited Representations and Warranties Pledged by TOS.** TOS pledges the following representations and warranties to the District, and no other:

(a) TOS is a limited liability company formed in the State of California, and is in good standing under the laws thereof.

(b) To the actual knowledge of Town of Scotia, identified as the actual knowledge of Frank S. Bacik, TOS holds fee title to the Dedicated Property free and clear of all liens and encumbrances except those disclosed pursuant to that certain written Title Reports issued by Fidelity National Title Company listed in **Exhibit J**, attached.

(c) At the Close of Escrow there shall be no amounts outstanding under contracts made by TOS for any improvements to the Dedicated Property that have not been fully paid for and no mechanics' or materialmens' liens arising out of labor or materials furnished prior to the Phase 1 Close of Escrow which apply to the Dedicated Property. TOS shall separately issue an identical warranty prior to conveying title to the Linear Infrastructure in Phases 2 through 4 of the Subdivision to the District.

(d) To the actual knowledge of Town of Scotia, identified as the actual knowledge of Frank S. Bacik, documents delivered to the District pursuant to Section 27 of this Agreement, below, constitute all of the pertinent documents in the actual possession of TOS pertaining to the condition and operation of the Dedicated Property during the term of ownership by TOS.



Reference: 005161.514

May 19, 2021

Julie Hawkins, Board Clerk  
Scotia Community Services District  
P.O. Box 104  
400 Church Street  
Eureka, CA 95502

**Subject: Response to SCSD Staff Report on Scotia River Pumps**

Julie Hawkins:

I am responding to your agenda item regarding the Scotia River pumps and the perception that this project has fallen by the wayside since Phase 2 completion and Phase 3 of the Scotia subdivision began.

Attached is a timeline documenting the events to replace the original failed water supply pump which we embarked on in July 2018 (3 years ago). As part of the improvements to Scotia, SHN envisioned the overall goal of the water supply system improvements was to replace the existing water supply system that included high voltage pumps (which are not common), booster pumps, and an aged raw water line that was in disrepair. Another goal was to install energy efficient pumps to reduce operational costs. This was to be achieved with new efficient supply pumps capable of pumping into the raw water tank.

When one of the high voltage pumps failed, the intent was to fast track a pump replacement. At the time, while well intentioned, the purchase and the installation of equipment was broken up. Instead of preparing plans and specifications and have a general contractor take on the responsibility for completion of the entire project with bidding on the purchase, installation, startup and commissioning of equipment (as what is traditionally done), equipment was purchased directly, and different contractors were hired directly for different parts of the project.

As the attached narrative describes, several attempts to start the new low voltage pump were attempted. In June 2020, the last attempt to start the new river pump proved unsuccessful. The Scotia team regrouped (TOS, SHN, and Wahlund) and it was determined that we needed to go back to a traditional design bid build model with clear project milestones. While the district may have been under the impression not much has occurred over the past year, to the contrary, a lot has happened as supported by the timeline and some of the documentation produced over the past year (Attachments 1-3).

Our team has undergone extensive research both internal and with external component manufacturers including pump, motor and motor control vendors, and documentation to eliminate potential causes of failure. This was spelled out in the plans and specifications (Attachment 1) and refined and clarified through the request for information process with the contractor (Attachments 2 and 3).

Attachment

Julie Hawkins

**Response to SCSD Staff Report on Scotia River Pumps**

May 19, 2021

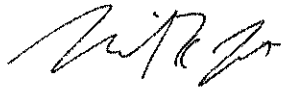
Page 2

Hopefully, your review of these documents will help you understand it is not as simple as wiring a pump and pressing start. This is a different complex system, and we want to make sure we are installing a water supply system the district has confidence in.

If you have questions about this letter, please feel free to call me at (707) 441-8855.

Sincerely,

**SHN**



Mike Foget, PE  
Senior Engineer

MKF:ame

Copies to: Frank Bacik—TOS, LLC

Enclosure: Scotia Eel River Intake Pumps Replacement Timeline



# TOS Corridor Timeline

5/19/21

July 30, 2018. Frank Bacik email to SHN and Wahlund Const. requesting to initiate the pump replacement.

August 28, 2018. Kickoff meeting w SHN, Wahlund, TOS, SCSD

August 31, 2018. SHN sent corridor plans (draft stage 1) to Wahlund.

September 14, 2018. Wahlund submitted draft bid for stage 1 (Pump replacement) to SHN.

September 24, 2018. Wahlund sent revised bid (Stage 1) to SHN.

September 26, 2018. Wahlund TOS executed contract stage 1.

November 12, 2018. SHN sent revised stage 2 plans (replace piping in corridor to main street, add metering station) electrical drawings, and electrical specifications.

November 12, 2018. SHN sent Wahlund revised measurement and payment and bid form stage 2.

November 27, 2018. SHN sent Owsley and Wahlund the preliminary river pump control logic.

December 12, 2018. Owsley connected original low voltage pump, and started; pump ran but mechanical problems with check valve observed so shut down.

March 21, 2019. TOS announces to SHN and Wahlund stage 2 ready to proceed.

April 10, 2019. Original low voltage pump tripped out and would not start. (Motor burned up and sent for rebuild, pump deemed ok).

April 24, 2019. TOS and Wahlund execute contract for stage 2.

August 2019. Wahlund & Fisch Drilling cleaned out intake wet well.

August/September 2019. Wahlund installed new raw water line from pump intake to main street

September 5, 2019. SHN developed and sent DRAFT commissioning documents for next pump start to the project team for review and comment including Wahlund, Owsley, Eaton (Softstart controller), Rodgers Machinery, VonHoogenstein (PLC programmer).

January/February 2020. Wahlund installs flow metering station in corridor.

January 9, 2020. SHN develops and distributes a summary of the pump and motor manual recommendations taken directly from the manuals "Motor Protection Scheme"

January 21, 2020. Motor representative concurs with the "Motor Protection Scheme"

February 7, 2020. SHN developed and sent final commissioning documents, including motor protection scheme for next pump start to the project team.



## Attachment

- February 21, 2020. Started low voltage pump (original) with rebuilt motor, only ½ of anticipated flow observed, pump not operating on hydraulic pump curve indicating pump damage, suction issues, or upstream hydraulic issues, motor operation showed low current in keeping with low flow. System shut off manually promptly due to low cooling water flow concerns in keeping with motor protection scheme.
- February 21, 2020. Wahlund sends email seeking direction forward from TOS/SHN.
- February 27-28, 2020. CCTV of well indicated suction end of pump at flow inducer appeared to be in muck at bottom of well, pump pulled and pump screen at pump inlet was mangled due to debris being sucked in. Well was jetted from above, temporary screen was placed at bottom of flow inducer tube. Pump was restarted, motor and pump appeared to be working well, flow a bit low, current reflected this. Wahlund/CSD attempted to run pump, CSD operator at some point did observe high currents on MCC and shut system down.
- March 18, 2020. Wahlund submitted draft O&M manual for PLC and HMI automated controls system.
- April 1-6, 2020. Pump/motor removed, rebuilt motor spins freely and is deemed ok, no electrical testing performed, however. Pump sent out for inspection and found to be damaged.
- April 2020 Wahlund and M&M divers conduct additional cleaning of intake wet well.
- June 2, 2020. Startup of new low voltage pump (Flowise from Fisch) and rebuilt motor. Pump flow and pressure on pump curve, reported high motor, system shut down after 5 min. Pump/motor pulled, pump seized up, motor spins free. Pump forensics show pump damaged.
- June 8, 2011. SHN sent Wahlund a request for information on the motor and electrical system.
- June 22, 2020. Received verbal confirmation from Wahlund that motor testing indicated motor has a short.
- June 29, 2020. SHN, TOS, & Wahlund met to discuss a contracting path forward. It was determined to “reset the” the project with SHN to develop a complete set of plans and specifications for Wahlund to provide a bid and to take ownership of pump installation and startup. Originally during emergency pump replacement, TOS ordered pump and motor, contracted directly with electrician and with Wahlund separately. With revised path forward Wahlund will take ownership of the startup (commissioning).
- July-September 2021. SHN developed plans and specifications for raw water pumps and controls
- July 2020. Stage 3 -Wahlund installs raw water line east of Highway 101 up to water treatment building.
- August 2020. Wahlund completes raw water line installation (final section from B street ally to main street)
- August 18, 2020. HRC contacted Wahlund regarding water pressure issues. Wahlund cleaned the screen on the pressure reducing valve at the new metering station. SHN began looking into modifications to improve performance of the metering station and reduce frequency of line breaks.
- October 6, 2020. SHN submits plans and specifications for pump start up. (see attachment 1)



## Attachment

October 13, 2020. SHN submits to TOS, Wahlund and SCSD required steps to start pump.

October 27, 2020. Wahlund reaches out to electrical subcontractor Owsley to coordinate a site visit from soft start vendor Eaton (motor controller). Dialogue regarding a site visit or response from Eaton continues through March 5, 2021.

November 24, 2020. Wahlund submits a request for clarification on the October 6 Pland and Specifications

December 3, 2020. SHN submits a response to Wahlund comments. (See attachment 2)

March 5, 2021. Wahlund, unable to get Eaton to visit the site, Wahlund/Owsley/SHN determine best path forward is to confirm soft start settings are correct per the motor manual.

March 5, 2021. SHN submits revised bid sheet and plans for upgrades to the metering station to reduce frequency of line breaks.

March 11, 2021. Meeting with SCSD, SHN, TOS, Wahlund, VonHoogenstein, and Owsley to review integration of pumps. Outcome of meeting is SHN is to take control of the systems control documents, and revise per comments from Wahlund's subcontractors and the SCSD.

March-May 2021. SHN works on water systems controls documentation.

April 16, 2021. SHN submits draft of the water systems controls documentation.

April 28, 2021. Meeting with SCSD, TOS, Wahlund, SHN, VonHoogenstein, and Owsley to review comments on draft documents.

April 28, 2021. Wahlund submitted a pre-bid inquiry for the intake pumps and metering station.

May 6, 2021. SHN submits a response to Wahlund's pre-bid inquiry for the intake pumps and metering station.

May 14, 2021. SHN submits to SCSD, Wahlund and TOS the revised water systems controls documentation. (see attachment 3).

May 18, 2021. SCSD verbally communicates to TOS that they will not support any further work in Scotia until the intake pump system is fully operational.



# Attachment

## Proposed Schedule (Ryan please review)

- May 20, 2021 Wahlund submits bid for installation, start up and commissioning of intake pumps.
- Week 1 Wahlund and TOS sign contract for stage 1 of startup and commissioning of intake pumps (getting first pump online).
- Week 2-4 Wahlund to prepare submittals (required in bid documents), SHN to review and approve submittals prior to pump start up. Total working days per contract \_\_\_\_\_ days.
- Week 4 Wahlund to start pump 1
- Week 4-10 Wahlund/SHN collect additional operational data, refine settings for pump controller.
- Week 10-12 Wahlund install and Start pump 2 (**Ryan what is lead time for new motor?**)





June 24, 2021

Members of the SCSD Board, Staff and Counsel.

On behalf of Town of Scotia Company, LLC, I want to keep the Board informed and to give the Board a brief report on all we have accomplished since the last SCSD meeting.

In pursuit of our common interest to upgrade and replace the Scotia Water Systems' Eel River intake and distribution mechanisms, we have completed planning and are now taking careful, but essential, actions described below.

As we have explained repeatedly, our mutual goal remains to implement the many technical steps necessary for the safe and effective construction and commissioning of the complex project as soon as practical. That accelerated timeframe has become more apparent as a result of the efforts described below. (Wahlund Construction is working on a detailed schedule that should be ready next week.)

Since last meeting...

- Our Design Engineers have completed the ~ approx. **120pp Project Contract Plans and Specifications**. The following steps are predicated on completion of that the lengthy technical specifications.
- Based on that set of specification and contract requirements, the Construction prime contractor (Walund) submitted its **price bid** and bonding information.
- As I volunteered during the last meeting, TOS engaged SHN to prepare a detailed **Emergency Alternative Water Supply Plan**, to be promptly implemented in the event of a pump motor or other mechanism or system failure before the completion of the upgrade and replacement project.
- TOS and its consultants reviewed that Bid and on that basis, I advanced the process by issuance of the **Notice of Award** of the construction contract to Wahlund.
- I also promptly authorized the **purchase of remaining parts and equipment** (including final new low voltage pump and motor) meeting the contract specifications, and
- Wahlund promptly issued its **Purchase Order** through **local supplier, Fisch**.
- TOS made hours-long, detailed review of the Plans and Specs, crated **Requests for Information (RFI)** (to better define subcontractors and a very few other issues, prior to execution, itself expected in a day or two.
- With response to the RFI, I will execute the Contract, issue **Notice to Commence** starting project "clock."
- Total length of **time for completion** of the project specified in the contract docs is **90 days**.
- We understand that detailed **project schedule** and bonds, insurance, etc. will be completed by Wahlund next week.



- Project construction, mobilization & commencement could begin as soon as next week.

Further technical details can be provided by the design engineers (SHN) or Wahlund construction.

FRANK

Frank Shaw Bacik, JD  
Pres. & Dir. Legal Affairs

# Scotia Community Services District

## Account QuickReport

### As of September 30, 2021

Type	Date	Num	Name	Memo	Amount	Balance
<b>10000 - RCB Checking 28239</b>						660,438.94
Bill Pmt -Check	09/01/2021	51702	Fortuna Ace	Inv#332932	-20.81	660,418.13
Bill Pmt -Check	09/01/2021	51703	Hummel Tire	Inv# 257245	-765.58	659,652.55
Bill Pmt -Check	09/01/2021	51704	Penny's Creations &...		-385.00	659,267.55
Bill Pmt -Check	09/02/2021	51705	Eureka Oxygen		-492.54	658,775.01
Bill Pmt -Check	09/02/2021	51706	Alternative Business...	INV#MA21083106	-54.75	658,720.26
Bill Pmt -Check	09/02/2021	51707	Sequoia Gas Co.	Inv#SCOCOM	-106.80	658,613.46
Bill Pmt -Check	09/02/2021	51708	Wildwood Saw	Inv#33970	-52.03	658,561.43
Deposit	09/02/2021			Deposit	1,712.35	660,273.78
Bill Pmt -Check	09/07/2021	EFT	AT&T		-1,395.64	658,878.14
Bill Pmt -Check	09/07/2021	EFT	Umpqua Bank VISA ...	08.31.21 Stmt	-18,578.98	640,299.16
Deposit	09/07/2021			Deposit	110,609.85	750,909.01
Liability Check	09/07/2021	E-pay	EDD	093-5926-6 QB Tracking # ...	-300.39	750,608.62
Liability Check	09/07/2021	E-pay	United States Treas...	82-1570573 QB Tracking #...	-1,615.58	748,993.04
Liability Check	09/07/2021	E-pay	EDD	093-5926-6 QB Tracking # ...	-33.78	748,959.26
Bill Pmt -Check	09/08/2021	EFT	Suddenlink Business	09.21 Stmt	-226.37	748,732.89
Check	09/08/2021	51711	Regina Parrott	Paul Newmaker Notarized ...	-15.00	748,717.89
Check	09/08/2021	51712	Paul Newmaker	Reimbursement for Notary ...	-15.00	748,702.89
Bill Pmt -Check	09/08/2021	51713	Prentice, Long PC	Inv#4536	-1,700.00	747,002.89
Bill Pmt -Check	09/08/2021	51714	SDRMA	7724	-1,376.08	745,626.81
Paycheck	09/09/2021	EFTDD	Kathleen A Sandum		-940.73	744,686.08
Paycheck	09/09/2021	EFTDD	Julie A Hawkins		-91.15	744,594.93
Paycheck	09/09/2021	EFTDD	Jason E Manning		-1,478.49	743,116.44
Paycheck	09/09/2021	EFTDD	Brandon W Wishneff		-1,788.51	741,327.93
Paycheck	09/09/2021	EFTDD	Mary A Bullwinkel		-54.69	741,273.24
Check	09/09/2021	51709	PARS	VOID: SCO020	0.00	741,273.24
Check	09/09/2021	51710	John Hancock USA	PARS #86360	-705.16	740,568.08
Deposit	09/09/2021			Deposit	987.00	741,555.08
Deposit	09/13/2021			Deposit	840.25	742,395.33
Bill Pmt -Check	09/14/2021	EFT	PG&E		-1,021.01	741,374.32
Bill Pmt -Check	09/14/2021	51715	Downey Brand LLP	Inv#564263	-1,255.50	740,118.82
Bill Pmt -Check	09/14/2021	51716	Industrial Electric	INV#IN41170	-3,265.83	736,852.99
Bill Pmt -Check	09/14/2021	51717	North Coast Laborat...	Aug Stmt Invoices	-1,385.00	735,467.99
Bill Pmt -Check	09/14/2021	51718	Planwest Partners Inc.	INV#21-226-08	-24,564.44	710,903.55
Bill Pmt -Check	09/14/2021	51719	Recology Eel River	20214	-153.87	710,749.68
Bill Pmt -Check	09/14/2021	51720	Valley Pacific Petrol...	Inv#CL 21-414083	-598.24	710,151.44
Bill Pmt -Check	09/14/2021	51721	Whitchurch Enginee...		-11,378.80	698,772.64
Check	09/15/2021	51722	Eel River Brewery	Refund of overpayment for ...	-3,021.56	695,751.08
Bill Pmt -Check	09/15/2021	51723	Thatcher Company	402298	-1,761.62	693,989.46
Bill Pmt -Check	09/16/2021	EFT	PG&E	3952156073-8	-88.82	693,900.64
Bill Pmt -Check	09/16/2021	51724	Pintermedia	Inv#19-8026	-360.00	693,540.64
Bill Pmt -Check	09/16/2021	51725	Steves Septic	Inv#28575	-750.00	692,790.64
Deposit	09/20/2021			Deposit	20,890.92	713,681.56
Deposit	09/20/2021			Deposit	40,324.77	754,006.33
Liability Check	09/20/2021	E-pay	EDD	093-5926-6 QB Tracking # ...	-306.22	753,700.11
Liability Check	09/20/2021	E-pay	United States Treas...	82-1570573 QB Tracking #...	-1,668.42	752,031.69
Liability Check	09/20/2021	E-pay	EDD	093-5926-6 QB Tracking # ...	-15.42	752,016.27
Deposit	09/21/2021			Deposit	4,113.25	756,129.52
Bill Pmt -Check	09/22/2021	51727	Penny's Creations &...		-331.50	755,798.02
Bill Pmt -Check	09/22/2021	51728	Umpqua Bank Loan ...	97748019077	-44,236.36	711,561.66
Bill Pmt -Check	09/22/2021	51729	Whitchurch Enginee...	VOID: Inv#110587	0.00	711,561.66
Bill Pmt -Check	09/22/2021	51730	SHN Consulting Eng...	Inv#110587	-6,700.00	704,861.66
Paycheck	09/23/2021	EFTDD	Brandon W Wishneff		-1,633.96	703,227.70

## Scotia Community Services District Account QuickReport As of September 30, 2021

Type	Date	Num	Name	Memo	Amount	Balance
Paycheck	09/23/2021	EFTDD	Jason E Manning		-1,663.70	701,564.00
Paycheck	09/23/2021	EFTDD	Julie A Hawkins		-233.57	701,330.43
Paycheck	09/23/2021	EFTDD	Kathleen A Sandum		-966.31	700,364.12
Paycheck	09/23/2021	EFTDD	Mary A Bullwinkel		-109.38	700,254.74
Check	09/23/2021	51726	John Hancock USA	PARS #86360	-655.76	699,598.98
Bill Pmt -Check	09/23/2021	EFT	Redwood Capital Ba...	VOID: 08.9.21-09.7.21	0.00	699,598.98
Bill Pmt -Check	09/23/2021	51731	Mobley Construction...	Inv#2071	-3,000.00	696,598.98
Deposit	09/23/2021			Deposit	24,438.99	721,037.97
Check	09/23/2021	EFT	Redwood Capital Ba...		-665.79	720,372.18
Deposit	09/27/2021			Deposit	675.24	721,047.42
Deposit	09/27/2021			Deposit	24,526.46	745,573.88
Bill Pmt -Check	09/29/2021	51732	Humboldt Fence	Inv#10236B	-125.00	745,448.88
Bill Pmt -Check	09/29/2021	51733	Penny's Creations &...		-250.00	745,198.88
Deposit	09/30/2021			Deposit	1,985.58	747,184.46
Deposit	09/30/2021			Deposit	9,002.25	756,186.71
Total 10000 · RCB Checking 28239					95,747.77	756,186.71
<b>TOTAL</b>					<b>95,747.77</b>	<b>756,186.71</b>

Scotia Community Services District  
**Account QuickReport**  
As of September 30, 2021

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Type	Date	Num	Name	Memo	Original Amount	Paid Amount	Balance
12000 · RCB Savings 10367							501,212.27
Deposit	09/30/2021			Interest	4.12	4.12	501,216.39
Total 12000 · RCB Savings 10367						4.12	501,216.39
<b>TOTAL</b>						<b>4.12</b>	<b>501,216.39</b>

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**Scotia Community Services District**  
**Account QuickReport**  
 As of September 30, 2021

Type	Date	Num	Name	Memo	Split	Amount	Balance
<b>12001 - RCB Sav Generator Grant</b>							300,009.79
Deposit	09/30/2021			Interest	40210 · Interes...	2.47	300,012.26
Total 12001 - RCB Sav Generator Grant						2.47	300,012.26
<b>TOTAL</b>						<b>2.47</b>	<b>300,012.26</b>

**Scotia Community Services District**  
**Account QuickReport**  
 As of September 30, 2021

Type	Date	Num	Name	Memo	Split	Amount	Balance
<b>12150 · RCB Clarifier savings</b>							167,659.77
Deposit	09/30/2021			Interest	40210 · Interes...	1.38	167,661.15
Total 12150 · RCB Clarifier savings						1.38	167,661.15
<b>TOTAL</b>						<b>1.38</b>	<b>167,661.15</b>

**Scotia Community Services District**  
**Account QuickReport**  
 As of September 30, 2021

Type	Date	Num	Memo	Original Amount	Paid Amount	Balance
<b>12100 · RCB Cust Deposit Savings 10797</b>						
Deposit	09/20/2021		Deposit	1,031.58	1,031.58	16,503.73
Deposit	09/30/2021		Interest	0.14	0.14	17,535.31
Total 12100 · RCB Cust Deposit Savings 10797					1,031.72	17,535.45
<b>TOTAL</b>					<b>1,031.72</b>	<b>17,535.45</b>

**Scotia Community Services District**  
**Account QuickReport**  
 As of September 30, 2021

Type	Date	Num	Name	Memo	Split	Amount	Balance
12153 · Umpqua CD Drainage							36,234.17
Total 12153 · Umpqua CD Drainage							36,234.17
<b>TOTAL</b>							<b>36,234.17</b>

**Scotia Community Services District**  
**Account QuickReport**  
 As of September 30, 2021

Type	Date	Num	Name	Memo	Split	Amount	Balance
12154 · Umpqua CD Streets & Streetlight							108,325.05
Total 12154 · Umpqua CD Streets & Streetlight							108,325.05
<b>TOTAL</b>							<b>108,325.05</b>

Scotia Community Services District  
**Account QuickReport**  
As of September 30, 2021

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Type	Date	Num	Name	Memo	Split	Amount	Balance
12155 · Umpqua CD Wastewater							202,930.01
Total 12155 · Umpqua CD Wastewater							202,930.01
<b>TOTAL</b>							<b>202,930.01</b>

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**Scotia Community Services District**  
**Account QuickReport**  
 As of September 30, 2021

Type	Date	Num	Name	Memo	Split	Amount	Balance
12152 · Umpqua Checking BT Loan							938,646.34
Deposit	09/30/2021			Interest	40210 · Interes...	23.14	938,669.48
Total 12152 · Umpqua Checking BT Loan						23.14	938,669.48
<b>TOTAL</b>						<b>23.14</b>	<b>938,669.48</b>

Scotia Community Services District  
**Account QuickReport**  
As of September 30, 2021

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Type	Date	Num	Name	Memo	Split	Amount	Balance
12151 · Umpqua Park & Rec Savings							272,973.06
Deposit	09/30/2021			Interest	40210 · Interes...	2.25	272,975.31
Total 12151 · Umpqua Park & Rec Savings						2.25	272,975.31
<b>TOTAL</b>						<b>2.25</b>	<b>272,975.31</b>

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SCOTIA COMM SVCS DIST  
Account Number: XXXX XXXX XXXX 0143

Billing Questions:  
800-367-7576

Website:  
www.cardaccount.net

Send Billing Inquiries To:  
Card Service Center, PO Box 569120, Dallas, TX 75356

POSTED  
SEP 16 2021

REDWOOD CAPITAL BANK Credit Card Account Statement  
August 9, 2021 to September 7, 2021

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$1,098.83
- Payments	\$1,098.83
- Other Credits	\$0.00
+ Purchases	\$665.79
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$665.79

PAYMENT INFORMATION

New Balance:	\$665.79
Minimum Payment Due:	\$25.00
Payment Due Date:	October 2, 2021

Account Number	XXXX XXXX XXXX 0143
Credit Limit	\$27,000.00
Available Credit	\$26,334.00
Statement Closing Date	September 7, 2021
Days in Billing Cycle	30

TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
08/30	08/30	F1127007J00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	\$1,098.83-
TOTAL XXXXXXXXXXXXX0143				\$1,098.83-

Transactions continued on next page

Please see reverse side of page 1 for important information.

5762 0001 BHH 001 7 4 210907 0

PAGE 1 of 2

15 1127 4709 V85 01A85762

7799

REDWOOD CAPITAL BANK  
1550 N BROWN RD 150  
LAWRENCEVILLE GA 30043



Account Number: XXXX XXXX XXXX 0143  
New Balance: \$665.79  
Minimum Payment Due: \$25.00  
Payment Due Date: October 2, 2021

Please use enclosed envelope to remit payment.

Amount Enclosed: \$

Indicate name or address change on reverse side and check here.

Make Check Payable to:

CARD SERVICE CENTER  
PO BOX 569100  
DALLAS TX 75356-9100

SCOTIA COMM SVCS DIST 7799  
PO BOX 104  
SCOTIA CA 95565-0104



559061470970014300002500000665791



SCOTIA COMM SVCS DIST  
Account Number: XXXX XXXX XXXX 0143

**TRANSACTIONS (continued)**

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
08/11	08/12	02305376Z8PMAVAFW	USPS PO 0570740678 SCOTIA CA <i>50470 99</i>	\$180.00 ✓
08/23	08/24	55458857BLQPS6YB0	USCELL RECURRING 1111111111 IL <i>50420-99</i>	\$320.15 ✓
08/25	08/26	02305377D8PMQ56QN	USPS PO 0570740678 SCOTIA CA <i>50470-99</i>	\$6.45 ✓
08/26	08/27	02305377E8PMDASQP	USPS PO 0570740678 SCOTIA CA <i>50470-99</i>	\$7.40 ✓
08/27	08/29	55432867F5SP3T3VG	INTUIT *PAYROLLEE USAG 833-830-9255 CA <i>60360-99</i>	\$8.00
09/02	09/02	55432867M5SA62H7Z	CLEARPATHGPS, INC. 805-979-3442 CA <i>50420-99</i>	\$65.00 ✓
LESLIE D MARSHALL				
TOTAL XXXXXXXXXXXXXXX1117				\$587.00
08/11	08/13	855413570WGN8VNDJ	FORTUNA IRON FORTUNA CA <i>50410 30</i>	\$34.48 ✓
08/16	08/18	854383975WGNMQ1EK	HOBYS MARKET SCOTIA CA <i>10/30 50410</i>	\$3.58 ✓
08/28	08/30	02305377J00FEV9XX	TRACTOR SUPPLY CO #179 FORTUNA CA <i>50410</i>	\$10.84 ✓
08/31	09/02	85438397LWGNMQ1EL	HOBYS MARKET SCOTIA CA <i>50410-10</i>	\$29.89 ✓
BRANDON W WISHNEFF <i>Batteries</i>				
TOTAL XXXXXXXXXXXXXXX1133				\$78.79

**INTEREST CHARGE CALCULATION**

Your Annual Percentage Rate (APR) is the annual interest rate on your account

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	14.24% (v)	\$0.00	30	\$0.00
Cash Advances	14.24% (v)	\$0.00	30	\$0.00

(v) - variable

To avoid additional interest charges, pay your New Balance in full on or before the Payment Due Date.

Exciting news! Go online today and check out the all-new enhancements to the Card Service Center website. E-statements, additional payment options, links to Preferred Points website, and other helpful sites. Visit us today at [www.cardaccount.net](http://www.cardaccount.net) to enroll your credit card account(s) on the newly enhanced website.

Thank you for the opportunity to serve your credit card needs. Should your future plans include travel, please contact us at 1-800-367-7576.

Please see reverse side of page 1 for important information.

1-2

BHH



LESLIE D MARSHALL  
Account Number: XXXX XXXX XXXX 1117

Billing Questions:  
800-367-7576

Website:  
www.cardaccount.net

Send Billing Inquiries To:  
Card Service Center, PO Box 569120, Dallas, TX 75356

REDWOOD CAPITAL BANK Credit Card Account Statement  
September 7, 2021

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$0.00
- Payments	\$0.00
- Other Credits	\$0.00
+ Purchases	\$0.00
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$0.00

PAYMENT INFORMATION

New Balance:	\$0.00
Minimum Payment Due:	\$0.00
Payment Due Date:	October 2, 2021

Account Number XXXX XXXX XXXX 1117  
Credit Limit \$15,000.00  
Available Credit \$15,000.00  
Statement Closing Date September 7, 2021  
Days in Billing Cycle 0

TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
08/11	08/12	02305376Z8PMAVAFW	USPS PO 0570740678 SCOTIA CA	\$180.00
08/23	08/24	55458857BLQPS6YB0	USCELL RECURRING 1111111111 IL	\$320.15
08/25	08/26	02305377D8PMQ56QN	USPS PO 0570740678 SCOTIA CA	\$6.45
08/26	08/27	02305377E8PMDASQP	USPS PO 0570740678 SCOTIA CA	\$7.40
08/27	08/29	55432867F5SP3T3VG	INTUIT *PAYROLLEE USAG 833-830-9255 CA	\$8.00
09/02	09/02	55432867M5SA62H7Z	CLEARPATHGPS, INC. 805-979-3442 CA	\$65.00
09/07	09/07	000000000000COMPC	TOTAL PURCHASES \$587.00	
			TOTAL \$587.00	

Please see reverse side of page 1 for important information.

5762 0001 BHH 001 7 4 210907 0

PAGE 1 of 2

15 1127 4709 VBS 01AB5762

7800

REDWOOD CAPITAL BANK  
1550 N BROWN RD 150  
LAWRENCEVILLE GA 30043



Account Number: XXXX XXXX XXXX 1117  
New Balance: \$0.00  
Minimum Payment Due: \$0.00  
Payment Due Date: October 2, 2021

Please use enclosed envelope to remit payment.

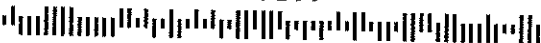
Amount Enclosed: \$

Indicate name or address change on reverse side and check here.

Make Check Payable to:

CARD SERVICE CENTER  
PO BOX 569100  
DALLAS TX 75356-9100

LESLIE D MARSHALL 7800  
SCOTIA COMM SVCS DIST  
PO BOX 104  
SCOTIA CA 95565-0104



5590614709701117000000000000000003



LESLIE D MARSHALL  
 Account Number: XXXX XXXX XXXX 1117

**INTEREST CHARGE CALCULATION**

Your Annual Percentage Rate (APR) is the annual interest rate on your account

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	14.24% (v)	\$0.00	0	\$0.00
Cash Advances	14.24% (v)	\$0.00	0	\$0.00

(v) - variable

To avoid additional interest charges, pay your New Balance in full on or before the Payment Due Date.

Exciting news! Go online today and check out the all-new enhancements to the Card Service Center website. E-statements, additional payment options, links to Preferred Points website, and other helpful sites. Visit us today at [www.cardaccount.net](http://www.cardaccount.net) to enroll your credit card account(s) on the newly enhanced website.

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1-2

Please see reverse side of page 1 for important information.



BRANDON W WISHNEFF  
 Account Number: XXXX XXXX XXXX 1133

**INTEREST CHARGE CALCULATION**

Your Annual Percentage Rate (APR) is the annual interest rate on your account

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	14.24% (v)	\$0.00	0	\$0.00
Cash Advances	14.24% (v)	\$0.00	0	\$0.00

(v) - variable

To avoid additional interest charges, pay your New Balance in full on or before the Payment Due Date.

Exciting news! Go online today and check out the all-new enhancements to the Card Service Center website. E-statements, additional payment options, links to Preferred Points website, and other helpful sites. Visit us today at [www.cardaccount.net](http://www.cardaccount.net) to enroll your credit card account(s) on the newly enhanced website.

Thank you for the opportunity to serve your credit card needs. Should your future plans include travel, please contact us at 1-800-367-7576.

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2  
1  
0

Please see reverse side of page 1 for important information.

POSTED  
 SEP 07 2021

**Account Summary**

Billing Cycle		08/31/2021
Days In Billing Cycle		32
Previous Balance		\$15,656.19
Purchases	+	\$18,578.98
Cash	+	\$0.00
Balance Transfers	+	\$0.00
Special	+	\$0.00
Credits	-	\$0.00
Payments	-	\$15,656.19
Other Charges	+	\$0.00
Finance Charges	+	\$0.00

**NEW BALANCE** \$18,578.98

**Credit Summary**

Total Credit Line	\$40,000.00
Available Credit Line	\$21,421.02
Available Cash	\$0.00
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

**Account Inquiries**

Call us at: (866) 777-9013  
 Lost or Stolen Card: (866) 839-3485

Go to [www.umpquabank.com](http://www.umpquabank.com)

Write us at PO BOX 1952, SPOKANE, WA  
 99210-1952

**Payment Summary**

NEW BALANCE	\$18,578.98
MINIMUM PAYMENT	\$18,578.98
PAYMENT DUE DATE	09/25/2021

*NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.*

**Corporate Activity**

Trans Date	Post Date	Reference Number	TOTAL CORPORATE ACTIVITY
08/05	08/05	2442259	\$15,656.19-
			Transaction Description
			INTERNET PMT-THANK YOU
			Amount
			\$15,656.19-

**Cardholder Account Summary**

LESLE D MARSHALL ##### 3777	Payments & Other Credits	Purchases & Other Charges	Cash Advances	Total Activity
	\$0.00	\$18,371.88	\$0.00	\$18,371.88

**Cardholder Account Detail**

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
08/09	08/10	PPLN01	24692161221100718920022	PG&E/EZ-PAY 800-743-5000 CA	\$18,371.88

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

UMPQUA BANK  
 PO BOX 1952  
 SPOKANE WA 99210-1952



Account Number  
 ##### 3769

Check box to indicate name/address change on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
08/31/21	\$18,578.98	\$18,578.98	09/25/21

\$

BL ACCT 00002823-20000001  
 SCOTIA CSD  
 PO BOX 104  
 SCOTIA CA 95565



MAKE CHECK PAYABLE TO:



UMPQUA BANK  
 PO BOX 2310  
 SPOKANE WA 99210-2310





**Cardholder Account Summary**

BRANDON W WISHNEFF ##### 3785	Payments & Other Credits \$0.00	Purchases & Other Charges \$207.10	Cash Advances \$0.00	Total Activity \$207.10
----------------------------------	------------------------------------	---------------------------------------	-------------------------	----------------------------

**Cardholder Account Detail**

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
08/26	08/27	PPLN01	24692161238100921729484	AMZN Mktp US*2562X9JC1 Amzn.com/bill WA	\$172.38
08/28	08/29	PPLN01	24943001241898000064067	COSTCO WHSE #0125 EUREKA CA	\$34.72

50470-99  
50410-99 10/30

**Finance Charge Summary / Plan Level Information**

Plan Name	Plan Description	FCM <sup>1</sup>	Average Daily Balance	Periodic Rate *	Corresponding APR	Finance Charges	Effective APR Fees **	Effective APR	Ending Balance
<b>Purchases</b>									
PPLN01 001	PURCHASE	E	\$0.00	0.06024%(D)	21.9900%	\$0.00	\$0.00	0.0000%	\$18,578.98
<b>Cash</b>									
CPLN01 001	CASH	A	\$0.00	0.06572%(D)	23.9900%	\$0.00	\$0.00	0.0000%	\$0.00

\* Periodic Rate (M)=Monthly (D)=Daily  
 \*\* includes cash advance and foreign currency fees  
<sup>1</sup> FCM = Finance Charge Method  
 (V) = Variable Rate If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.

Days In Billing Cycle: 32  
 APR = Annual Percentage Rate

## INVOICE

**DATE:** October 15, 2021  
**TO:** Paul Newmaker, Board President  
Scotia Community Services District

**INVOICE #** 21-226-09

---

Approved for Payment

**PROJECT:** Scotia Community Services District Staffing Services for September 2021

### **Task 1 – Administrative Duties**

#### **1.1 Administrative Duties**

General Admin tasks- filing, document prep, travel for meetings/staffing, responded to all incoming correspondence. Checked SCSD mail, phone messages. Staff meetings, operations meetings, etc.

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

Reviewed Personnel Policies, Financial Management Policy.

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

Met with parties on various District matters. Construction Meetings and continued coordination for Corridor Project/Phase 3 Subdivision plans via conference call.

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

Prepared agenda and board packet and attended regular and special board meetings. Zoom conference meetings for COVID-19. Coordinated with remote Board Clerk, Asst. GM on agenda.

#### **1.5 Bookkeeping, Billing, Invoicing, and Banking**

Accounts receivable and payable. QuickBooks and financial accounting. Banking. Payroll.

#### **1.6 Website Postings, Emails, File Management**

Regular website maintenance and development. Website posting and document publishing. General e-mail responses/correspondence. Filing records, etc. Email responses.

#### **1.7 Budgeting**

Mid-Year budget review. Journal Entry corrections. Reclassifications.

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

Continued correspondence with SHN on water and wastewater planning grant applications. Reached out regarding Cal OES grant application.

#### **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. WW Board meeting/inspection NPDES review and coordination with all staff, CIWQS/Lyris reporting, required annual agency reporting, local limits study, log pond vegetation removal, park rentals, etc.

**Services September 2021**

Senior Planner	0 hours @ \$97.60 per hour	\$ 0.00
General Manager*	157.50 hours @ \$82.75 per hour	\$ 13,033.13
Asst. GM	28 hours @ \$61.53 per hour	\$ 2,732.80
W/WW Operations Superintendent**	10.25 hours @ \$61.53 per hour	\$ 630.68
GIS Analyst	1.5 hours @ \$76.38 per hour	\$ 114.57
Asst. Planner/Clerk*	0 hours @ \$65.78 per hour	\$ 0.00
Mileage Expenses	71.20 miles @ \$ 0.56/ mile	\$ 39.88
<b>AMOUNT THIS INVOICE # 21-226-09</b>		<b>\$ 16,551.06</b>

**\*\*CREDIT For Error on August billing calculation** **-\$10,509.25\*\***

**September Invoice – August credit = \$ 6,041.81**

\* time and activities may include travel.

\*\* Ops Superintendent hours now include license stipend hours and other licensure reimbursements.

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

**Scotia CSD: Planwest Partners Staffing - September 2021**

Task				Planwest Partners Inc.							Year to Date Total	Remaining Budget	
	Budget	July	August	Senior Planner	General Manager LM	Asst. GM ST	Ops Super-intendent BG	GIS Analyst JB	Expense	Month Total			
	Rate	\$180,000.00		\$97.60	\$82.75	\$61.53	\$61.53	\$76.38					
<b>Task 1 - Administrative Duties</b>	<b>\$108,000.00</b>										<b>\$9,542.83</b>	<b>\$29,728.98</b>	<b>\$78,271.03</b>
1.1 Administrative Duties		\$1,918.61	\$2,345.08	2.00	16.50		8.00			\$39.88	\$2,092.70	\$6,356.39	
1.2 Policies, Procedures, Ordinances		\$806.28	\$350.09	1.00	3.00						\$345.85	\$1,502.22	
1.3 Community Meetings prep & attendance		\$662.00	\$1,075.75		6.50						\$537.88	\$2,275.63	
1.4 CSD Board Meeting (Prep & Attendance, Minutes)		\$1,012.09	\$1,384.47	2.00	8.50						\$898.58	\$3,295.13	
1.5 Bookkeeping, Banking, Billing, and Invoicing		\$2,523.88	\$2,441.13		29.25						\$2,420.44	\$7,385.44	
1.6 Website/Emails/File Management		\$1,034.38	\$1,613.63		12.00			1.50			\$1,107.57	\$3,755.57	
1.7 Budgeting		\$165.50	\$744.75		1.50						\$124.13	\$1,034.38	
1.8 Grant Research and Writing		\$247.19	\$1,240.72	2.00	20.50						\$1,891.58	\$3,379.48	
1.9 Personnel		\$124.13	\$496.50		1.50						\$124.13	\$744.75	
<b>Task 2 - Operations/Management</b>	<b>\$72,000.00</b>										<b>\$7,008.23</b>	<b>\$24,908.64</b>	<b>\$47,091.37</b>
2.1 Treated Water, Raw Water, and Distribution		\$1,735.60	\$4,295.55	9.00	20.50		0.75				\$2,620.92	\$8,652.07	
2.2 Wastewater Collection, Treatment, Discharge, NPDES		\$2,363.13	\$5,496.49	7.00	17.00		1.50				\$2,182.25	\$10,041.86	
2.3 Stormwater and Drainage		\$61.53	\$185.66	2.00							\$195.20	\$442.39	
2.4 CSD Streets & Alleys, Street Lighting		\$433.91	\$61.53	1.00							\$97.60	\$593.04	
2.5 Parks Recreation: Community Forest, Theater, Museum, Carpenter shop, Parks Landscaping		\$309.78	\$1,757.37	1.00	10.75						\$987.16	\$3,054.32	
2.6 Land & Easements		\$124.13	\$1,075.75	1.00	10.00						\$925.10	\$2,124.98	
<b>Staff Hours</b>				28.00	157.50	0.00	10.25	1.50		<b>Total Hrs</b>	<b>197.25</b>		
<b>Total</b>	<b>\$180,000.00</b>	<b>\$13,522.11</b>	<b>\$24,564.44</b>	<b>\$2,732.80</b>	<b>\$13,033.13</b>	<b>\$0.00</b>	<b>\$630.68</b>	<b>\$114.57</b>		<b>\$39.88</b>	<b>\$16,551.06</b>	<b>\$54,637.61</b>	<b>\$125,362.39</b>

Monthly Expenses	Expense
Mileage: 71.2 @ \$0.56/mile (miles)	\$39.88
<b>Monthly Expense Total</b>	<b>\$39.88</b>

**\*\*CREDIT For Error on August billing calculation\*\***

**-\$10,509.25\*\***

**September Invoice – August credit =**

**\$6,041.81**

# Scotia CSD: Planwest Partners Staffing - August 2021

Task			Planwest Partners Inc.								Year to Date Total	Remaining Budget
	Budget	July	Senior Planner	General Manager LM	Asst GM ST	Ops Super-intendent BG	GIS Analyst JB	Expense	Month Total			
	Rate	\$180,000.00	\$97.60	\$82.75	\$61.53	\$61.53	\$76.38			.12		
<b>Task 1 - Administrative Duties</b>		<b>\$108,000.00</b>										
1.1 Administrative Duties		\$1,918.61	10.25	17.75	3.00	10.00	1.00	\$0.00	\$2,345.08	\$4,263.70		
1.2 Policies, Procedures, Ordinances		\$806.28	1	2.00	3.00				\$350.09	\$1,156.37		
1.3 Community Meetings prep & attendance		\$662.00	8.5	13.00					\$1,075.75	\$1,737.75		
1.4 CSD Board Meeting (Prep & Attendance, Minutes)		\$1,012.09	8.5	14.50	3.00				\$1,384.47	\$2,396.56		
1.5 Bookkeeping, Banking, Billing, and Invoicing		\$2,523.88	21	29.50					\$2,441.13	\$4,965.00		
1.6 Website/Emails/File Management		\$1,034.38	11	19.50					\$1,613.63	\$2,648.00		
1.7 Budgeting		\$165.50	3	9.00					\$744.75	\$910.25		
1.8 Grant Research and Writing		\$247.19	5.75	14.25	1.00				\$1,240.72	\$1,487.90		
1.9 Personnel		\$124.13	7	6.00					\$496.50	\$620.63		
<b>Task 2 - Operations/Management</b>		<b>\$72,000.00</b>										
2.1 Treated Water, Raw Water, and Distribution		\$1,735.60	16.75	41.50	12.00	2.00			\$4,295.55	\$6,031.15		
2.2 Wastewater Collection, Treatment, Discharge, NPDES		\$2,363.13	20.75	57.50	10.00	2.00			\$5,496.49	\$7,859.61		
2.3 Stormwater and Drainage		\$61.53	0.5	1.50	1.00				\$185.66	\$247.19		
2.4 CSD Streets & Alleys, Street Lighting		\$433.91	1	0.00	1.00				\$61.53	\$495.44		
2.5 Parks Recreation: Community Forest, Theater, Museum, Carpenter shop, Parks Landscaping		\$309.78	11.25	19.75	2.00				\$1,757.37	\$2,067.15		
2.6 Land & Easements		\$124.13	5.5	13.00					\$1,075.75	\$1,199.88		
<b>Staff Hours</b>			0.00	258.75	36.00	14.00	1.00	<b>Total Hrs</b>	<b>309.75</b>			
<b>Total</b>		<b>\$180,000.00</b>	<b>\$13,522.11</b>	<b>\$0.00</b>	<b>\$21,411.56</b>	<b>\$2,215.08</b>	<b>\$861.42</b>	<b>\$76.38</b>	<b>\$0.00</b>	<b>\$24,564.44</b>	<b>\$38,086.55</b>	<b>\$141,913.45</b>

Monthly Expenses	Expense
Mileage: 25.80 @ \$0.575/mile (miles)	\$0.00
<b>Monthly Expense Total</b>	<b>\$0.00</b>

13.75  
 x \$82.75  
 \$10,902.31

Credit: \$10,509.25  
 for Sept  
 2021  
 invoice

# Scotia Community Services District Staff Report

DATE: October 21, 2021

TO: Scotia Community Services District Board of Directors

FROM: Leslie Marshall, General Manager

SUBJECT: Consider Adopting Resolution 2021-13: A Resolution of the Scotia Community Services District as a Result Of a Local Emergency and Authorizing Remote Teleconference Meetings of the Legislative Bodies of Scotia Community Services District Pursuant to Brown Act Provisions

---

## **RECOMMENDATION:**

Consider adopting Resolution 2021-13: A Resolution of the Scotia Community Services District as a Result of a Local Emergency and Authorizing Remote Teleconference Meetings of the Legislative Bodies of Scotia Community Services District Pursuant to Brown Act Provisions

## **ACTION:**

Adopt Resolution 2021-13: A Resolution of the Scotia Community Services District as a Result of a Local Emergency and Authorizing Remote Teleconference Meetings of the Legislative Bodies of Scotia Community Services District Pursuant to Brown Act Provisions.

## **DISCUSSION:**

On September 16, 2021, Governor Newsom signed AB 361 into law. The stated aim of AB 361 is “to improve and enhance public access to local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options” consistent with Executive Order N-29-20. This urgency bill became effective immediately upon the Governor’s signature and amends the Brown Act to allow governing bodies to hold remote meetings during a proclaimed state of emergency without following the Brown Act’s teleconferencing rules. Governor Newsom’s Executive Order to allow teleconferenced meetings during the COVID-19 pandemic expires on September 30, 2021.

AB 361 provides that governing bodies do not need to follow the Brown Act’s teleconferencing rules if it makes a finding that:

- There is a proclaimed state of emergency **and** either state or local officials have imposed or recommended social distancing measures **or**
- Meeting in person would present imminent risks to the health or safety of attendees.

If the governing body chooses to continue using the provisions of AB 361, the governing body must reconsider and make these findings **every 30 days**.

If governing bodies utilize the remote meeting option provided in AB 361, they must also adhere to the following requirements:

- Give notice of meetings and post agendas as otherwise required by the Brown Act.
- Provide members of the public virtual access to the meeting and an opportunity to address the governing body directly through that virtual access;
- Provide notice of the means by which members of the public may access the meeting virtually in any instance in which they give notice of the time for the teleconferenced meeting or post the agenda for the teleconferenced meeting;
- Ensure the agenda identifies and includes an opportunity for all persons to attend the teleconference meeting by a call-in option or internet-based service option;
- Not require comments be submitted in advance (though the legislative body may provide that as an option), and provide the opportunity to comment in real time;
- Stop the meeting if there is a disruption into the call-in option or internet-based service option that results in members of the public being unable to access the meeting; governing bodies may not take action on any agenda items during this disruption of access; and
- Refrain from closing a timed public comment period before the time for the comment period has elapsed. If governing bodies do not use timed public comment periods, they must allow a reasonable time per agenda item for public comment.

The bill includes a sunset on local agencies of January 1, 2024

**FISCAL IMPACT:**

None

**ATTACHMENTS:**

Resolution 2021-13: A Resolution of the Scotia Community Services District as a Result Of a Local Emergency and Authorizing Remote Teleconference Meetings of the Legislative Bodies of Scotia Community Services District Pursuant to Brown Act Provisions

RESOLUTION NO. 2021-13

A RESOLUTION OF THE SCOTIA COMMUNITY SERVICES DISTRICT AS A RESULT OF A LOCAL EMERGENCY AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF SCOTIA COMMUNITY SERVICES DISTRICT PURSUANT TO BROWN ACT PROVISIONS.

**WHEREAS**, the Scotia Community Services District (SCSD) is committed to preserving and nurturing public access and participation in meetings of the District Board; and

**WHEREAS**, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

**WHEREAS**, on March 4, 2020, the Governor proclaimed pursuant to his authority under the California Emergency Services Act, California Government Code section 8625, that a state of emergency exists with regard to a novel coronavirus (a disease now known as COVID-19); and

**WHEREAS**, on June 4, 2021, the Governor clarified that the “reopening” of California on June 15, 2021 did not include any change to the proclaimed state of emergency or the powers exercised thereunder; and

**WHEREAS**, as of the date of this Resolution, neither the Governor nor the Legislature have exercised their respective powers pursuant to California Government Code section 8629 to lift the state of emergency either by proclamation or by concurrent resolution in the state Legislature; and

**WHEREAS**, the continued local rates of transmission of the virus and variants causing COVID-19 are such that meeting in person would present imminent risks to the health or safety of attendees of public meetings;

**NOW, THEREFORE**, THE SCOTIA COMMUNITY SERVICES DISTRICT HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the SCSD, and social distancing orders are currently in place and needed to protect the health and safety of the citizens.

Section 3. Remote Teleconference Meetings. The staff and legislative bodies of SCSD are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 4. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of thirty (30) days from adoption of the Resolution or such time the District Board adopts a subsequent Resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the SCSD may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

**DULY PASSED AND ADOPTED** this 21st day of October 2021, by the Scotia Community Services District Board of Directors by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:  
ATTEST:

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Paul Newmaker, Board President

ATTEST:

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Julie Hawkins, Clerk of the Board

APPROVED AS TO FORM:

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Sophia R. Meyer, District Counsel