



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

*Thursday, January 19, 2023, at 5:30 P.M.*  
*HYBRID In Person and 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**

**This meeting may be accessed by using the following call-in number: 1 669 900 6833. When prompted enter the meeting i.d. 843-8336-2340 and the following password 499055.**

Or Via Zoom Video Conferencing via URL <https://us02web.zoom.us/j/84383362340?pwd=OFkvcjJNUFkzenJZQjJJbE9lZloQT09> meeting i.d. 843-8336-2340 and the following password 499055.

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.

All publicly posted documents on the District website are also available for inspection at the District office during regular business hours: 400 Church Street, Scotia CA 95565, Monday-Thursday 9:00am – 4:00pm.

- 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.
- P.3 1. Approval of Previous Meeting Minutes – Regular Meeting December 15, 2022
- P.8 2. Approval of Previous Meeting Minutes – Special Meeting January 12, 2023
- P. 9 3. Approval of RCB Check Registers December 1-31, 2022
- P.15 4. Approval of Umpqua Check Registers December 1-31, 2022
- P.20 5. Approval of RCB Mastercard Statement – November Statement
- P.24 6. Approval of Umpqua Visa Statement – December Statement
- P.28 7. Approval of Planwest Partners Invoice — December 2022
- 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 §54957.1; Discuss anticipated litigation with District Legal Counsel
4. Closed session discussion
- F. ADJOURN TO OPEN SESSION**

*AGENDA FOR A MEETING OF THE SCSD BOARD OF DIRECTORS*

*January 19, 2023*

**POSTED at 5:00 PM January 12, 2023**

Packet Page 1

- a. Report out of closed session

**G. PUBLIC HEARING – None**

**H. BUSINESS**

**1. New Business -**

- P. 31 a. Presentation by Town of Scotia LLC. to the SCSD Board on River Pumps Project Status
- P. 32 b. Second Reading and Consider Adopting Ordinance 2023-1 An Ordinance of the Scotia Community Services District Amending Ordinance 2021-5 Title IV - Parks and Recreation
- P. 48 c. Second Reading and Consider Adopting Ordinance 2023-2 An Ordinance of the Scotia Community Services District Amending Ordinance 2021-7 Title V - Streets & Street Lighting
- P. 58 d. Second Reading and Consider Adopting Ordinance 2023-3 An Ordinance of the Scotia Community Services District Amending Ordinance 2021-8 Title VI – Storm Drainage
- P. 69 e. Discussion Regarding District Volunteers
- P. 122 f. Discussion of Social Media and Alternative Methods for Information Disbursement
- P. 136 g. Brown Act Updates and discontinuance of AB361

**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 – None**

**K. ADJOURNMENT**

Next Regular Meeting of the SCSD will be February 16, 2023 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, December 15, 2022 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; Amber Sandum, SCSD Administrative Assistant;  
Scott MacLeran, District Legal Counsel

Members of the Public: Nick Lyvers, Renee Abrams

**B. SETTING OF THE AGENDA**

Move Item H1a and H1b to before Roll Call. Move Closed Session to after Old Business.

Ordinance numbers to change from 2022-8 to 2023-1; 2022-9 to 2023-2; 2022-10 to 2023-3

Umpqua Visa Statement change from October to November

**C. CONSENT CALENDAR**

1. Approval of Previous Meeting Minutes – Regular Meeting November 17, 2022
2. Approval of RCB Check Registers November 1-30, 2022
3. Approval of Umpqua Check Registers November 1-30, 2022
4. Approval of RCB Mastercard Statement – October Statement
5. Approval of Umpqua Visa Statement – November Statement
6. Approval of Planwest Partners Invoice — November 2022
7. Board Member Stipends

No public comment

**Motion:** To Approve Consent Calendar

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

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

**D. PUBLIC COMMENT & WRITTEN COMMUNICATION –**

No written public comment received prior to the meeting. Mr. Lyvers suggests that the District use social media to post when improvements are done, or specifically when funds are spent so residents know where district funds are going.

**E. ADJOURN TO CLOSED SESSION at 7:50 PM**

1. Call to Order
2. Roll Call

3. Government Code §~~54956.9~~ §54957.1; Discuss anticipated litigation with District Legal Counsel

4. Closed session discussion

**F. ADJOURN TO OPEN SESSION at 8:3**

a. Report out of closed session

Direction was given to staff.

**G. PUBLIC HEARING – None**

**H. BUSINESS**

**New Business –**

**1. New Business -**

a. Swear in Board Members Appointed In lieu of Election per EC §10515

Paul Newmaker introduced. Amber Sandum read the Notice of Appointments. Each appointed Board Member (Nina Sellen, Paul Newmaker, & Delia Ansted) read their oath of office.

b. Election of Board Officers per GC §61043(a) and Appointment of Signatory(s)

Paul Newmaker introduced. Board discussed. No public comment.

**Motion:** To elect Paul Newmaker to President

**Motion:** Sellen **Second:** Pryor

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

**Motion:** To elect Diane Black to Vice President

**Motion:** Pryor **Second:** Sellen

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

**Motion:** To appoint Susan Pryor and Paul Newmaker to be the two signatories.

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

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

c. Presentation by Town of Scotia LLC. to the SCSD Board on River Pumps Project Status

President Newmaker introduced. Mike Foget presented an update to the Board. Board discussed. No public comment.

Recess for five minutes from 6:46 PM - 6:51 PM

d. First Reading and Consider Adopting Ordinance 2022-8 An Ordinance of the Scotia Community Services District Amending Ordinance 2021-5 Title IV - Parks and Recreation

President Newmaker introduced. LM reviewed the staff report. Board discussed. Changes have been made to

this Ordinance that referred to streets & streetlighting.

No public comment.

**Motion:** Introduce and waiving further reading of Ordinance 2023-1 An Ordinance of the Scotia Community Services District Amending Ordinance 2021-5 Title IV - Parks and Recreation

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

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

- e. First Reading and Consider Adopting Ordinance 2023-2 An Ordinance of the Scotia Community Services District Amending Ordinance 2021-7 Title V - Streets & Street Lighting

President Newmaker introduced. LM reviewed the staff report. Board discussed. No public comment.

**Motion:** Introduce and waiving further reading of Ordinance 2023-2 An Ordinance of the Scotia Community Services District Amending Ordinance 2021-7 Title V - Streets & Street Lighting

**Motion:** Pryor **Second:** Ansted

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

- f. First Reading and Consider Adopting Ordinance 2023-3 An Ordinance of the Scotia Community Services District Amending Ordinance 2021-8 Title VI – Storm Drainage

President Newmaker introduced. LM reviewed the staff report. Board discussed. No public comment.

**Motion:** Introduce and waiving further reading of Ordinance 2023-3 An Ordinance of the Scotia Community Services District Amending Ordinance 2021-8 Title VI – Storm Drainage

**Motion:** Black **Second:** Newmaker

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

- g. Adopt Resolution 2022-19: A Resolution of the Scotia Community Services District Adopting the Final Audit FY 2021-2022

President Newmaker introduced. Board discussed. No changes have been made since the draft audit was presented at the last meeting. Director Ansted suggested a training on how to interpret the audit findings. LM offered to help Director Ansted and others with questions.

No public co---mment.

**Motion:** Adopt Resolution 2022-19: A Resolution of the Scotia Community Services District Adopting the Final Audit FY 2021-2022

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

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

- h. Approve 2023 Board Meeting Calendar

President Newmaker introduced. LM reviewed the staff report. Board discussed. No public comment.

**Motion:** Approve 2023 Board Meeting Calendar

**Motion:** Pryor **Second:** Ansted

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

**i. Review 2023 Elections Calendar and Board Member Terms**

President Newmaker introduced. LM reviewed staff report. Board discussed. No public comment.

**j. Presentation by Board Directors Ansted and Sellen regarding the Museum Landscaping project**

President Newmaker introduced. Director Sellen discussed diagrams presented to the board. The board preferred *Option 2*.

A member of the public commented that we might want to use native plants. Board explained that we are planning to do so. Board discussed the possibility of allowing volunteers to help with the landscaping work. Board discussed having a volunteer policy and asked if our current liability policy covers volunteers. LM will look into it and report back

**k. As a Result of a Local Emergency, Authorize Hybrid In-Person/Remote Teleconference Meetings of the Scotia Community Services District Pursuant to Brown Act Provisions (AB361)**

President Newmaker introduced. LM reviewed staff report. The board may choose not to operate hybrid meetings and only allow teleconferencing for the board clerk and board directors.

Renee Abrams commented that she appreciates the teleconference meetings.

**Motion:** As a Result of a Local Emergency, Authorize Hybrid Meetings of the Scotia Community Services District Pursuant to Brown Act Provisions (AB361)

**Motion:** Ansted **Second:** Sellen

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

**2. Old Business – None**

**I. REPORTS –**

**1. President's Report:** Hope everyone has a Merry Christmas, and stays warm!

**2. Board Director Reports:** None

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

- Museum construction to begin the first week of January with a kickoff meeting to be held December 16, 2022.
- District switching to Suddenlink from AT&T– bills to go down by 1/3.
- Staff is working on finalizing the Emergency Action Plan with CalOES.
- Working with Advanced Security to move it over to cell service to reduce utility bills.
- In the second round for the Tesla backup battery project for the river pumps, critical information due tomorrow

and LM has had a hard time getting in contact with Tesla to be sure that the information has been submitted.

-Amber went to the Board Clerk conference!

4. **Board Clerk's Report:** Sexual Harassment Training is due. Board opted for a Special Meeting on January 12, 2023 at 5:30 PM.
5. **District Legal Counsel's Report:** None
6. **Engineer's Report:** None

**J. BOARD TRAINING:** None

**K. ADJOURNMENT at 8:31 PM**

Approved:

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Paul Newmaker, President

Board of Directors

Scotia Community Services District

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Date

Attest:

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Board Clerk

Scotia Community Services District

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Date

Minutes of the Special Board Meeting for the  
Scotia Community Services District  
Thursday, January 12<sup>th</sup>, 2023, 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; Amber Sandum, Board Clerk; Scott MacLeran, District Legal Counsel

**B. SETTING OF THE AGENDA No Changes**

**C. CONSENT CALENDAR -None**

**D. PUBLIC COMMENT & WRITTEN COMMUNICATION – Diane Black will not be attending meeting on January 19, 2023. No Written Communication**

**E. BUSINESS - None**

**F. REPORTS – None**

**G. BOARD TRAINING – Sexual Harassment Training**

Board Attended and Completed Required Sexual Harassment for 2023

**H. ADJOURNMENT at 7:38 PM**

Approved:

\_\_\_\_\_  
Paul Newmaker, President

\_\_\_\_\_  
Date

Board of Directors

Scotia Community Services District

Attest:

\_\_\_\_\_  
Board Clerk

\_\_\_\_\_  
Date

Scotia Community Services District



# Scotia Community Services District

## Account QuickReport

### As of December 31, 2022

Type	Date	Num	Name	Memo	Amount	Balance
<b>10000 - RCB Checking 28239</b>						1,303,798.78
Paycheck	12/01/2022	EFTDD	Brandon W Wishneff		-2,707.10	1,301,091.68
Paycheck	12/01/2022	EFTDD	Kathleen A Sandum		-1,301.74	1,299,789.94
Paycheck	12/01/2022	EFTDD	Julie A Hawkins	Direct Deposit	-125.46	1,299,664.48
Paycheck	12/01/2022	EFTDD	Mary A Bullwinkel		-91.25	1,299,573.23
Liability Check	12/01/2022	E-pay	EDD	093-5926-6 QB Tracking # ...	-386.92	1,299,186.31
Liability Check	12/01/2022	E-pay	United States Treas...	82-1570573 QB Tracking #...	-1,727.66	1,297,458.65
Liability Check	12/01/2022	E-pay	EDD	093-5926-6 QB Tracking # ...	-0.24	1,297,458.41
Deposit	12/01/2022			Deposit	1,279.75	1,298,738.16
Bill Pmt -Check	12/01/2022	52107	Advanced Security, I...		-2,237.86	1,296,500.30
Bill Pmt -Check	12/01/2022	52108	EAN Services, LLC	Inv#31564782	-185.53	1,296,314.77
Bill Pmt -Check	12/01/2022	52109	Fortuna Ace	Inv#351498	-92.08	1,296,222.69
Bill Pmt -Check	12/01/2022	52110	Advanced Security, I...		-423.00	1,295,799.69
Check	12/01/2022	52111	John Hancock USA	PARS #86360	-492.42	1,295,307.27
Bill Pmt -Check	12/01/2022	52112	Pacific Paper	Inv#192109	-36.99	1,295,270.28
Check	12/05/2022	EFT	Umpqua Bank VISA ...	November Statement Char...	-15,416.58	1,279,853.70
Bill Pmt -Check	12/06/2022	EFT	AT&T		-1,181.80	1,278,671.90
General Journal	12/06/2022	AS Ck...	1224 Paul & Barbie ...	Returned Check #3709 Pa...	-257.78	1,278,414.12
Check	12/06/2022	EFT	Redwood Capital Ba...	Returned Check Paul Ford ...	-10.00	1,278,404.12
Check	12/07/2022	52113	Humboldt County Sh...	Alarm registration fee for C...	-50.00	1,278,354.12
Bill Pmt -Check	12/07/2022	52114	101 Auto Parts	Inv#371198	-17.91	1,278,336.21
Bill Pmt -Check	12/07/2022	52115	Alternative Business...	INV#MA22120155	-77.62	1,278,258.59
Bill Pmt -Check	12/07/2022	52116	Anderson, Lucas, S...	Inv#60194	-2,000.00	1,276,258.59
Bill Pmt -Check	12/07/2022	52117	Eureka Times Stand...	Stmt# 0001360792	-626.13	1,275,632.46
Bill Pmt -Check	12/07/2022	52118	Penny's Creations &...		-410.00	1,275,222.46
Bill Pmt -Check	12/07/2022	52119	PG&E	Inv#0008134918-5 Engineer...	-2,500.00	1,272,722.46
Bill Pmt -Check	12/07/2022	52120	Recology Eel River	20214	-159.79	1,272,562.67
Bill Pmt -Check	12/07/2022	52121	Whitchurch Enginee...		-4,548.20	1,268,014.47
Deposit	12/08/2022			Deposit	1,837.45	1,269,851.92
Bill Pmt -Check	12/09/2022	EFT	Optimum Business	0771512570401 11.22	-141.37	1,269,710.55
Bill Pmt -Check	12/13/2022	EFT	PG&E	0990281861-7 11.22	-311.13	1,269,399.42
Bill Pmt -Check	12/14/2022	52128	CA Dept. Motor Vehi...	Inv#07685796	-1.00	1,269,398.42
Bill Pmt -Check	12/14/2022	52129	North Coast Laborat...	November Statement	-1,300.00	1,268,098.42
Bill Pmt -Check	12/14/2022	52130	Penny's Creations &...	Inv#080217-1441	-231.00	1,267,867.42
Bill Pmt -Check	12/14/2022	52131	Planwest Partners Inc.	Inv#22-226-11	-16,733.42	1,251,134.00
Bill Pmt -Check	12/14/2022	52132	Prentice, Long PC	Inv#5510	-1,700.00	1,249,434.00
Bill Pmt -Check	12/14/2022	52133	Valley Pacific Petrol...	Inv#CL-22-570182	-984.82	1,248,449.18
Paycheck	12/15/2022	EFTDD	Brandon W Wishneff		-1,996.81	1,246,452.37
Paycheck	12/15/2022	EFTDD	Kathleen A Sandum		-1,122.40	1,245,329.97
Paycheck	12/15/2022	EFTDD	Julie A Hawkins	Direct Deposit	-222.31	1,245,107.66
Paycheck	12/15/2022	EFTDD	Mary A Bullwinkel		-91.25	1,245,016.41
Liability Check	12/15/2022	E-pay	EDD	093-5926-6 QB Tracking # ...	-237.47	1,244,778.94
Liability Check	12/15/2022	E-pay	United States Treas...	82-1570573 QB Tracking #...	-1,220.60	1,243,558.34
Liability Check	12/15/2022	E-pay	EDD	093-5926-6 QB Tracking # ...	-0.32	1,243,558.02
Check	12/15/2022	52122	John Hancock USA	PARS #86360	-524.36	1,243,033.66
Check	12/15/2022	52123	Paul Newmaker	Board Member Stipend Jun...	-400.00	1,242,633.66
Check	12/15/2022	52124	Diane Black	Board Member Stipend Jun...	-500.00	1,242,133.66
Check	12/15/2022	52125	Susan Pryor	Board Member Stipend Jun...	-450.00	1,241,683.66
Check	12/15/2022	52126	Delia Ansted	Board Member Stipend Jun...	-500.00	1,241,183.66
Check	12/15/2022	52127	Nina Sellen	Board Member Stipend Jun...	-500.00	1,240,683.66
Deposit	12/15/2022			Deposit	3,258.35	1,243,942.01
Bill Pmt -Check	12/15/2022	EFT	PG&E	9999103557-9 11.22	-64.35	1,243,877.66
Bill Pmt -Check	12/15/2022	EFT	PG&E	3952156073-8 11.22	-243.84	1,243,633.82

# Scotia Community Services District

## Account QuickReport

### As of December 31, 2022

Type	Date	Num	Name	Memo	Amount	Balance
Bill Pmt -Check	12/16/2022	EFT	PG&E		-1,005.27	1,242,628.55
Deposit	12/19/2022			Deposit	6,831.74	1,249,460.29
Deposit	12/19/2022			Deposit	28,395.25	1,277,855.54
Deposit	12/21/2022			Deposit	5,317.59	1,283,173.13
Bill Pmt -Check	12/22/2022	52134	Horizon Business Pr...	Inv#257149, #257449	-432.35	1,282,740.78
Bill Pmt -Check	12/22/2022	52135	SDRMA	7724	-778.68	1,281,962.10
Bill Pmt -Check	12/22/2022	52136	Steves Septic	Inv#30335	-800.00	1,281,162.10
Deposit	12/22/2022			Deposit	1,860.97	1,283,023.07
Deposit	12/27/2022			Deposit	709.26	1,283,732.33
Deposit	12/27/2022			Deposit	4,621.74	1,288,354.07
Deposit	12/27/2022			Deposit	50,813.55	1,339,167.62
Check	12/28/2022	EFTDD	Redwood Capital Ba...	December Statement Char...	-1,698.92	1,337,468.70
Bill Pmt -Check	12/28/2022	52138	Penny's Creations &...	Inv#103122-6039	-275.00	1,337,193.70
Bill Pmt -Check	12/28/2022	52139	Rio Dell-Scotia Cha...	2023 Membership	-50.00	1,337,143.70
Bill Pmt -Check	12/28/2022	52140	State Water Resour...	Inv#SM-1038396	-931.68	1,336,212.02
Bill Pmt -Check	12/28/2022	52141	Telstar Instruments	Inv#114779	-6,389.86	1,329,822.16
Bill Pmt -Check	12/28/2022		PG&E	QuickBooks generated zer...	0.00	1,329,822.16
Paycheck	12/29/2022	EFTDD	Brandon W Wishneff		-2,250.88	1,327,571.28
Paycheck	12/29/2022	EFTDD	Kathleen A Sandum		-1,243.36	1,326,327.92
Paycheck	12/29/2022	EFTDD	Mary A Bullwinkel		-18.25	1,326,309.67
Paycheck	12/29/2022	EFTDD	Julie A Hawkins		-102.65	1,326,207.02
Liability Check	12/29/2022	E-pay	EDD	093-5926-6 QB Tracking # ...	-292.92	1,325,914.10
Liability Check	12/29/2022	E-pay	United States Treas...	82-1570573 QB Tracking #...	-1,392.38	1,324,521.72
Liability Check	12/29/2022	E-pay	EDD	093-5926-6 QB Tracking # ...	-0.14	1,324,521.58
Check	12/29/2022	52137	John Hancock USA	PARS #86360	-540.36	1,323,981.22
Bill Pmt -Check	12/29/2022	52142	Hummel Tire		-380.62	1,323,600.60
Deposit	12/29/2022			Deposit	4,755.72	1,328,356.32
Bill Pmt -Check	12/29/2022	52143	Thatcher Company	402298	-4,816.85	1,323,539.47
Deposit	12/31/2022			Deposit	6,495.68	1,330,035.15
Total 10000 · RCB Checking 28239					26,236.37	1,330,035.15
<b>TOTAL</b>					<b>26,236.37</b>	<b>1,330,035.15</b>

Scotia Community Services District  
Account QuickReport  
As of December 31, 2022

Type	Date	Num	Name	Memo	Original Amount	Paid Amount	Balance
12000 · RCB Savings 10367							501,397.70
Deposit	12/30/2022			Interest	100.98	100.98	501,498.68
Total 12000 · RCB Savings 10367						100.98	501,498.68
TOTAL						100.98	501,498.68

Scotia Community Services District  
Account QuickReport  
As of December 31, 2022

Type	Date	Num	Memo	Original Amount	Paid Amount	Balance
12100 · RCB Cust Deposit Savings 10797						17,936.70
Deposit	12/21/2022		Deposit	100.00	100.00	18,036.70
Deposit	12/22/2022		Deposit	100.00	100.00	18,136.70
Deposit	12/27/2022		Deposit	100.00	100.00	18,236.70
Deposit	12/30/2022		Interest	2.54	2.54	18,239.24
Total 12100 · RCB Cust Deposit Savings 10797					302.54	18,239.24
TOTAL					302.54	18,239.24

Scotia Community Services District  
Account QuickReport  
As of December 31, 2022

Type	Date	Num	Name	Memo	Split	Amount	Balance
12150 · RCB Clarifier savings							167,709.09
Deposit	12/30/2022			Interest	40210 · Interes...	31.02	167,740.11
Total 12150 · RCB Clarifier savings						31.02	167,740.11
TOTAL						31.02	167,740.11

Scotia Community Services District  
Account QuickReport  
As of December 31, 2022

Type	Date	Num	Name	Memo	Split	Amount	Balance
12001 - RCB Sav Generator Grant							300,098.10
Deposit	12/31/2022			Interest	40210 · Interes...	55.50	300,153.60
Total 12001 - RCB Sav Generator Grant						55.50	300,153.60
TOTAL						55.50	300,153.60

Scotia Community Services District  
Account QuickReport  
As of December 31, 2022

Type	Date	Num	Name	Memo	Split	Amount	Balance
12152 · Umpqua Checking BT Loan							711,159.74
Deposit	12/31/2022			Interest	40210 · Interes...	6.04	711,165.78
Total 12152 · Umpqua Checking BT Loan						6.04	711,165.78
TOTAL						6.04	711,165.78

Scotia Community Services District  
Account QuickReport  
As of December 31, 2022

Type	Date	Num	Name	Memo	Split	Amount	Balance
12151 · Umpqua Park & Rec Savings							273,007.17
Deposit	12/31/2022			Interest	40210 · Interes...	2.32	273,009.49
Total 12151 · Umpqua Park & Rec Savings						2.32	273,009.49
TOTAL						2.32	273,009.49



Scotia Community Services District  
Account QuickReport  
As of December 31, 2022

Type	Date	Num	Name	Memo	Split	Amount	Balance
12155 · Umpqua CD Wastewater							407,816.23
Total 12155 · Umpqua CD Wastewater							407,816.23
TOTAL							407,816.23

Scotia Community Services District  
Account QuickReport  
As of December 31, 2022

Type	Date	Num	Name	Memo	Split	Amount	Balance
12154 · Umpqua CD Streets & Streetlight							185,434.59
Total 12154 · Umpqua CD Streets & Streetlight							185,434.59
TOTAL							185,434.59

Scotia Community Services District  
Account QuickReport  
As of December 31, 2022

Type	Date	Num	Name	Memo	Split	Amount	Balance
12153 · Umpqua CD Drainage							55,146.09
Total 12153 · Umpqua CD Drainage							55,146.09
TOTAL							55,146.09



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

**REDWOOD CAPITAL BANK Credit Card Account Statement**  
November 8, 2022 to December 8, 2022

**SUMMARY OF ACCOUNT ACTIVITY**

Previous Balance	\$875.32
- Payments	\$875.32
- Other Credits	\$0.00
+ Purchases	\$1,698.92
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$1,698.92

Account Number XXXX XXXX XXXX 0143  
Credit Limit \$27,000.00  
Available Credit \$25,301.00  
Statement Closing Date December 8, 2022  
Days in Billing Cycle 31

**PAYMENT INFORMATION**

New Balance: \$1,698.92  
Minimum Payment Due: \$50.97  
Payment Due Date: January 2, 2023

**MESSAGES**

GREAT NEWS!

We have upgraded the Card Service Center website and online access to your account information. It is better than ever!

Our enhanced site features easier-to-navigate pages, additional payment functionality, and new self-serve account update options. A **NEW MOBILE APP** is also available to manage your card on the go!

**The New Site and Mobile App are available NOW!** To take advantage of these exciting features go to [www.cardaccount.net](http://www.cardaccount.net) to download the mobile app or click "ACCOUNTS" and choose "CREDIT CARD ACCOUNTS" to log in now.

**TRANSACTIONS**

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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
11/29	11/29	8543189NX00XS5E1	PAYMENT - THANK YOU	\$875.32-
				Transactions continued on next page

REDWOOD CAPITAL BANK  
1550 N BROWN RD 150  
LAWRENCEVILLE GA 30043



Account Number: XXXX XXXX XXXX 0143  
New Balance: \$1,698.92  
Minimum Payment Due: \$50.97  
Payment Due Date: January 2, 2023

All payments on the account must be made at the address shown on your monthly billing statement and are considered to have been made on the date received at that address.

Amount Enclosed: \$

Make Check Payable to:

CARD SERVICE CENTER  
PO BOX 569100  
DALLAS TX 75356-9100

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

112747097000014300005097000001698923



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
			TOTAL XXXXXXXXXXXX0143	\$875.32-
11/08	11/10	6518013N91G4RYZ5L	EMBASSY SUITES MONTREY SEASIDE CA 50401-99	\$188.24
		CHECK-IN 11/09/22	FOLIO #1120773	
11/09	11/10	0230537N98PMPHBZV	USPS PO 0570740678 SCOTIA CA 50470-99	\$208.00
11/22	11/23	5543286NN5XNTG84P	WWW COSTCO COM 800-955-2292 WA 50470-99	\$220.87
11/24	11/24	5543286NR5Y4H8EVV	CRAIGSLIST.ORG 415-399-5200 CA 60360-99	\$20.00
11/24	11/25	5545885NRLQPGR6EQ	USCELL RECURRING 1111111111 IL 50420-99	\$341.54
11/27	11/27	5543286NV5YXG6JYW	INTUIT *PAYROLLEE USAG CL.INTUIT.COM CA 60360-	\$15.00
12/02	12/02	5543286P06081XXNS	CLEARPATHGPS, INC. 805-979-3442 CA 50420-99	\$65.00
12/02	12/04	5270715P109FH67X4	HOMEDEPOT.COM 800-430-3376 GA 50410-10/30	\$429.92
12/03	12/04	5543286P160TM9EVJ	AMAZON.COM*519GB3AW3 AMZN.COM/BILL WA 50410-30	\$43.09
			LESLIE D MARSHALL	
			TOTAL XXXXXXXXXXXX1117	\$1,531.66
12/01	12/02	5531020NZLQNNHV4K	ACE HARDWARE CORPORATI 8888274223 IL 50410-10/30	\$139.97
12/05	12/06	0543684P4EHWWVP57	DOLLAR GENERAL #14839 RIO DELL CA 50470-99	\$27.29
			BRANDON W WISHNEFF	
			TOTAL XXXXXXXXXXXX1133	\$167.26

### 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	17.99% (v)	\$0.00	31	\$0.00
Cash Advances	17.99% (v)	\$0.00	31	\$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.

#### **CREDITING OF PAYMENTS**

All payments received by 5:00 PM during the Card issuer's normal business day at the address indicated on the reverse side of this statement will be credited to your account as of the date of receipt of the payment. If payment is made at any location other than that address, credit of the payment may be delayed up to 5 days.

#### **BILLING RIGHTS SUMMARY**

##### ***What to do if You Think You Find a Mistake on Your Statement***

If you think there is an error on your statement, write to us at BBGS, Attn: Dispute Department, 1550 North Brown Road, Suite 150, Lawrenceville, GA 30043 as soon as possible. In your letter, give us the following information: your name and account number; the dollar amount of the suspected error; and if you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While we do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

##### ***Your Rights if You are Dissatisfied with Your Credit Card Purchases***

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: BBGS, Attn: Dispute Department, 1550 North Brown Road, Suite 150, Lawrenceville, GA 30043.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

#### **EXPLANATION OF INTEREST CHARGES**

The Interest Charge shown on the front is the sum of the Interest Charges computed by applying the Periodic Rate(s) to the Average Daily Balance and adding any applicable transaction charge authorized in the Cardholder Agreement. The method for computing the balance subject to Interest Charge is an average daily balance (including new purchases) method.

We figure the interest charge on your account by applying the periodic rate(s) to the "average daily balance" of your account (including in some instances current transactions). To get the "average daily balance", we take the beginning balance of your account each day, add any new cash advances and subtract any payments or credits and any unpaid interest charges. If you paid in full the Previous Balance shown on this statement by the payment due date shown on the previous statement, we subtract from each day's beginning balance the amount of such Previous Balance included in that beginning balance and also do not add in any new purchases. Otherwise the amount of the Previous Balance is not subtracted and we add in any new purchases. This gives us the daily balance. Then we add all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

**HOW TO AVOID INTEREST CHARGES:** You have until the payment due date shown on your periodic statement to repay your balance before an interest charge on purchases will be imposed.

#### **ANNUAL FEE DISCLOSURES**

If an annual fee is shown on the front of the statement, see the front for information about the following matters: the annual percentage rate for purchases, certain information regarding any variable rate feature, the amount of the annual fee, any minimum interest charge, and any transaction charges for purchases. The method for computing the balance subject to interest charge on your account is an Average Daily Balance (including new purchases) method and is explained above.

If you terminate your account within 30 days from the Closing Date shown on the front of this statement, you will not owe the annual fee (and have the right to have it credited to your account) and may use your card(s) during that 30 day period without becoming obligated for the annual fee. To terminate your account you should give us written notice sent to the address for billing inquiries as shown on the front of this statement. All cards should be cut in half and returned with your termination notice.

#### **CREDIT BALANCES**

Any credit balance on your account (indicated by a "-" on the front of this statement) is money we owe you. You can make charges against this amount or request and receive a full refund of this amount by writing us at: Card Service Center, PO Box 569120, Dallas, TX 75356-9120. Any amount not charged against or refunded upon request that is over \$1.00 (equal to or in excess of \$1.00 if you live in MA or any amount in NY) will be refunded automatically within six months after the credit balance was created (four billing cycles in MD).

(PLEASE SHOW YOUR CORRECT NAME AND ADDRESS)

O1AB5762 - 3 - 05/25/17

Name (if incorrect on reverse side)

Street address

City

State

Zip Code

Effective Date: Month, Day, Year

Signature

Home Phone

Work Phone





**UMPQUA BANK**

BL ACCT 00002823-20000001  
SCOTIA CSD  
Account Number: #####-####-3769  
Page 1 of 3

**VISA**

### Account Summary

Billing Cycle	12/30/2022
Days In Billing Cycle	30
Previous Balance	\$15,416.58
Purchases	+ \$12,880.79
Cash	+ \$0.00
Balance Transfers	+ \$0.00
Special	+ \$0.00
Credits	- \$0.00
Payments	- \$15,416.58-
Other Charges	+ \$0.00
Finance Charges	+ \$0.00

**NEW BALANCE \$12,880.79**

### Credit Summary

Total Credit Line	\$40,000.00
Available Credit Line	\$27,119.21
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 35142 - LB1181, SEATTLE, WA 98124-5142

### Payment Summary

**NEW BALANCE \$12,880.79**

**MINIMUM PAYMENT \$12,880.79**

**PAYMENT DUE DATE 01/25/2023**

*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

TOTAL CORPORATE ACTIVITY				\$15,416.58-
Trans Date	Post Date	Reference Number	Transaction Description	Amount
12/05	12/05	3274570	INTERNET PMT-THANK YOU	\$15,416.58-

*PMT*

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

UMPQUA BANK  
PO BOX 35142 - LB1181  
SEATTLE WA 98124-5142



**UMPQUA BANK**

### 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
12/30/22	\$12,880.79	\$12,880.79	01/25/23

\$

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



MAKE CHECK PAYABLE TO:



UMPQUA BANK COMMERCIAL CARD OPS  
PO BOX 35142 - LB1181  
SEATTLE WA 98124-5142



Finance Charge Calculation Methods and Computation of Average Daily Balance Subject to Finance Charge: The Finance Charge Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your card is specified on the front side of this statement and explained below:

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of your account. To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day and subtract any payments, credits, non-accruing fees, and unpaid finance charges. We do not add in any new purchases or cash advances. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

By sending your check, you are authorizing the use of the information on your check to make a one-time electronic debit from the account on which the check is drawn. This electronic debit, which may be posted to your account as early as the date your check is received, will be only for the amount of your check. The original check will be destroyed and we will retain the image in our records. If you have questions please call the customer service number on the front of this billing statement.

**Annual Fee:** If your account has been assessed an annual fee, you may avoid paying this annual fee by sending written notification of termination within 30 days following the mailing date of this bill. Submit your request to the Account Inquiries address on the front of this statement. You may use your card(s) during this 30 day period but immediately thereafter must send your card(s), which you have cut in half, to this same address.

## BILLING RIGHTS SUMMARY

In your letter, give us the following information:

- You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

Please use blue or black ink to complete form.

**SIGNATURE REQUIRED TO AUTHORIZE CHANGES** Signature \_\_\_\_\_

**Cardholder Account Summary**

BRANDON W WISHNEFF ##### 3785	Payments & Other Credits \$0.00	Purchases & Other Charges \$163.57	Cash Advances \$0.00	Total Activity \$163.57
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**Cardholder Account Detail**

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
11/30	12/01	PPLN01	24011342334000050159003	SP SIMPLY BREAKERS HTTPSWWW.SIMP NY	\$103.92
12/02	12/04	PPLN01	24137462338001460442436	TRACTOR SUPPLY CO #1795 FORTUNA CA	\$59.65

50410-30

50410-10

**Cardholder Account Summary**

LESLIE D MARSHALL ##### 5576	Payments & Other Credits \$0.00	Purchases & Other Charges \$12,717.22	Cash Advances \$0.00	Total Activity \$12,717.22
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**Cardholder Account Detail**

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
12/12	12/13	PPLN01	24692162346107472185682	PG&E/EZ-PAY 800-743-5000 CA	\$12,717.22

50450  
10/20/30/60

**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%	\$12,880.79
<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: 30  
APR = Annual Percentage Rate





## INVOICE

**DATE:** January 17, 2023  
**TO:** Paul Newmaker, Board President  
Scotia Community Services District

**INVOICE #** 22-226-12

Approved for Payment

**PROJECT:** Scotia Community Services District Staffing Services for December 2022

### **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. Staff oversight.

#### **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 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**

Budget review. FY 2021/2022 Audit.

#### **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 December 2022**

Senior Planner	0 hours @ \$140 per hour	\$ 0.00
General Manager*	150.50 hours @ \$100 per hour	\$ 15,050.00
Asst. GM	34 hours @ \$63.38 per hour	\$ 2,154.92
W/WW Operations Superintendent**	12 hours @ \$63.38 per hour	\$ 760.56
GIS Analyst	0 hours @ \$100 per hour	\$ 0.00
Asst. Planner/Clerk*	0 hours @ \$90 per hour	\$ 0.00
Mileage Expenses	0 miles @ \$ 0.625/ mile	\$ 0.00
<b>AMOUNT THIS INVOICE # 22-226-12</b>		<b>\$ 17,965.48</b>

\* 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 - December 2022

Task							Planwest Partners Inc.								Year to Date Total	Remaining Budget
	Budget	July	August	Sept	Oct	Nov	Senior Planner	General Manager LM	Asst. GM ST	Ops Super-intendent BG	GIS Analyst JB	Expense	Month Total			
	Rate															
	\$205,000.00						\$140.00	\$100.00	\$63.38	\$63.38	\$100.00					
Task 1 - Administrative Duties	\$123,000.00												\$9,152.46	\$59,462.76	\$63,537.24	
1.1 Administrative Duties		\$1,485.56	\$2,247.95	\$2,482.82	\$1,735.56	\$2,234.83		13.00	3.00	8.00		\$0.00	\$1,997.18	\$12,183.90		
1.2 Policies, Procedures, Ordinances		\$1,116.90	\$603.52	\$890.14	\$413.38	\$126.76		11.50	1.00				\$1,213.38	\$4,364.08		
1.3 Community Meetings prep & attendance		\$50.00	\$200.00	\$500.00	\$50.00	\$75.00		0.75					\$75.00	\$950.00		
1.4 CSD Board Meeting (Prep & Attendance, Minutes)		\$1,153.52	\$3,340.14	\$2,365.14	\$2,303.52	\$1,465.14		16.00	3.00				\$1,790.14	\$12,417.60		
1.5 Bookkeeping, Banking, Billing, and Invoicing		\$1,500.00	\$3,075.00	\$1,850.00	\$2,850.00	\$2,725.00		18.50					\$1,850.00	\$13,850.00		
1.6 Website/Emails/File Management		\$700.00	\$1,575.00	\$1,650.00	\$1,350.00	\$1,000.00		18.50					\$1,850.00	\$8,125.00		
1.7 Budgeting		\$600.00	\$113.38	\$600.00	\$525.00	\$925.00		1.50	1.00				\$213.38	\$2,976.76		
1.8 Grant Research and Writing		\$613.38	\$563.38	\$813.38	\$263.38	\$500.00		0.00					\$0.00	\$2,753.52		
1.9 Personnel		\$100.00	\$263.38	\$863.38	\$388.38	\$63.38		1.00	1.00				\$163.38	\$1,841.90		
Task 2 - Operations/Management	\$82,000.00												\$8,813.02	\$38,635.54	\$43,364.47	
2.1 Treated Water, Raw Water, and Distribution		\$1,443.66	\$1,516.90	\$1,793.66	\$2,293.66	\$3,255.28		15.50	11.00	1.00			\$2,310.56	\$12,613.72		
2.2 Wastewater Collection, Treatment, Discharge, NPDES		\$2,303.52	\$2,019.37	\$1,832.75	\$2,080.28	\$2,132.75		11.50	9.00	3.00			\$1,910.56	\$12,279.22		
2.3 Stormwater and Drainage		\$0.00	\$0.00	\$0.00	\$0.00	\$25.00		0.00	1.00				\$63.38	\$88.38		
2.4 CSD Streets & Alleys, Street Lighting		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		0.00					\$0.00	\$0.00		
2.5 Parks Recreation: Community Forest, Theater, Museum, Carpenter shop, Parks Landscaping		\$763.38	\$1,226.76	\$2,076.76	\$1,540.14	\$1,803.52		24.50	3.00				\$2,640.14	\$10,050.70		
2.6 Land & Easements		\$150.00	\$300.00	\$250.00	\$613.38	\$401.76		18.25	1.00				\$1,888.38	\$3,603.52		
Staff Hours							0.00	150.50	34.00	12.00	0.00	Total Hrs	196.50			
Total	\$205,000.00	\$11,979.92	\$17,044.78	\$17,968.03	\$16,406.68	\$16,733.42	\$0.00	\$15,050.00	\$2,154.92	\$760.56	\$0.00	\$0.00	\$17,965.48	\$98,098.30	\$106,901.71	

Monthly Expenses	Expense
Mileage: \$4.60 @ \$0.625/mile (miles)	\$0.00
<b>Monthly Expense Total</b>	<b>\$0.00</b>

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

DATE: January 19, 2023  
TO: Scotia Community Services District Board of Directors  
FROM: Leslie Marshall, General Manager and Julie Hawkins, Board Clerk  
SUBJECT: Presentation by Town of Scotia LLC. to the SCSD Board on River Pumps Project Status

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### **RECOMMENDATION:**

The Administrative staff recommends that the Board receives a Presentation by Town of Scotia LLC. to the SCSD Board on River Pumps Project Status.

### **ACTION:**

Receive a Presentation by Town of Scotia LLC. to the SCSD Board on River Pumps Project Status

### **DISCUSSION:**

Town of Scotia LLC. has been requested by the SCSD Board to give a presentation on the River Pumps Project Status.

A current update per Mike Forget of SHN: A new Hitachi motor was ordered this week and anticipated to arrive at Dave Fisch Shop on Tuesday, Dave will connect the motor to the pump. It should be ready for installation the week of the 23rd. Depending on the level of the Eel river, Wahlund will install the additional pump. Jim Klessig (ERS) will monitor both pumps with his electrical monitoring equipment to confirm operational parameters are acceptable.

Jim Klessig with ERS should have his summary report and recommendations ready by the end of next week. My understanding is the adjustments of the settings of the soft start were favorable and motor is performing as expected in startup, operation and shut down. Jim will also provide some additional recommendations for added motor protection from irregular power quality parameters in the PG&E power source.

The SHN team will take those recommendations from ERS and provide a design for the Wahlund team to install.

### **FISCAL IMPACT:**

None

### **ATTACHMENTS:**

None

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

DATE: January 19, 2023  
TO: Scotia Community Services District Board of Directors  
FROM: Leslie Marshall, General Manager  
SUBJECT: Second Reading and Consider Adoption of Ordinance No. 2023- 1: An Ordinance of the Scotia Community Services District Board of Directors Amending Ordinance 2021-5 Title II – Parks and Recreation.

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### **RECOMMENDATION:**

The administrative staff recommends the Board read and adopt by title only, Ordinance No. 2023- 1: An Ordinance of the Scotia Community Services District Board of Directors Amending Ordinance 2021-5 Title II – Parks and Recreation.

### **ACTION:**

Read and adopt, by title only, Ordinance No. 2023- 1: An Ordinance of the Scotia Community Services District Board of Directors Amending Ordinance 2021-5 Title II – Parks and Recreation.

### **DISCUSSION:**

All District Ordinances are periodically reviewed, by administrative staff, for accuracy, clarification, and content. The District's Ordinance Title II – Parks and Recreation was last amended and adopted on April 15, 2021.

The revised Ordinance adds and clarifies several sections. **Chapter 2 – General Provisions** was added to clarify charges and make the Ordinance consistent with the Master Fee Schedule and California Government Code §61115. Additional revisions in **Chapter 3 and 10** were made for accuracy and clarification and are in redline.

Errors in the December version of the ordinance have been corrected to reflect the parks and recreation Ordinance.

Ordinance No. 2023-1 revisions have been reviewed by District's Legal Counsel.

### **FISCAL IMPACT:**

None

### **ATTACHMENTS:**

Attachment: Ordinance No. 2023- 1: An Ordinance of the Scotia Community Services District Board of Directors Amending Ordinance 2021-5 Title II – Parks and Recreation



**ORDINANCE NO. – ~~2021~~2023-51**

**AN ORDINANCE OF THE SCOTIA COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS  
AMENDING ORDINANCE ~~2019~~2021-1-5 TITLE IV -PARKS AND RECREATION**

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

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

**TITLE IV -PARKS AND RECREATION**

**CHAPTER 1 -PURPOSE**

**SEC. 1.01. BASIS OF AUTHORITY.** Ordinance 2016 – 2 dated 2/16/2017; amended with Ordinance 2019-1 dated 5/16/19; amended with Ordinance 2021-5 dated 4/15/21.

**SEC. 1.02. PURPOSE AND POLICY.** This article sets forth the standards, processes and fees associated with open space maintenance services. The District desires to encourage the long- term maintenance of undeveloped or recreational land under District ownership where the maintenance is either required by Humboldt County or requested by residents of a specific area. This article is intended to implement the provisions of the Landscaping and Lighting Act of 1972 (Streets and Highway Code Section 22500 et seq.) herein referred to as the "Act."

**CHAPTER 2 - GENERAL PROVISIONS**

**SEC 2.01. RULES, REGUALTIONS, AND RATES.** The Board reserves the right and power to from time to time by resolution adopt rules and regulations for the operation and maintenance of the parks and recreation facilities of the District, and may likewise by resolution establish and modify the rates, charges, and penalties, consistent with, the Engineer’s Report for Assessment of Parks and recreation Benefits, which is on file in the District office and on the website.

**SEC 2.02. FEE CHARGE FIXED BY RESOLUTION.** The District Board shall, by resolution, adopt an annual Master Fee Schedule of service charges and fees which enable the District to operate and maintain District facilities including the parks and recreation system. The charges/fees shall be levied against the owner or tenant of any developed parcel of property that is served by the District’s parks and recreation system.

**SEC 2.03. BILLING.** The regular billing period will be for each calendar month, as determined by the Board. Annual Benefit Assessments, such as the Parks and Recreation Assessment, are billed once per year, typically on the August bill. Opening and closing bills for less than the normal billing period shall be prorated on a daily-use basis. Bills for service shall be rendered at the beginning of each billing period and are payable upon

presentation and due within 30 days. Charges are outlined in the Master Fee Schedule. Charges which are not paid on or before the day of delinquency shall be subject to a penalty in accordance with California Government Code §61115.

**SEC. 2.05. COLLECTION.** All unpaid charges and penalties herein provided may be collected by suit, collection agency, application to the County tax roll, or any other method as determined by District. Defendant shall pay all costs of suit in any judgment rendered in favor of District.

**SEC. 2.04. COLLECTION BY INTERAGENCY INTERCEPT PROGRAM.** As an alternate to any of the other procedures herein provided, the District may collect unpaid charges through the State of California Interagency Intercept Program or other collection agency as determined by the District. Upon submitting an unpaid charge to the collection agency, the District will also notify the customer at the last known customer address. Customers may appeal said submittal by filing an appeal with the District.

## **CHAPTER ~~23~~ - RECREATION AND PARK SYSTEM-WIDE REGULATIONS**

**SEC. ~~23~~.01. RECREATIONAL USE DEFINED.** Recreational use is considered any area open for safe public use that contains trails, improved footpaths, parks, tot lots, playgrounds, or those areas having access to scenic views or open space.

**SEC. ~~23~~.02. OVERNIGHT USE PROHIBITED.** There is to be no camping or loitering on the grounds or in public buildings or structures between sunset and sunrise. All events shall conclude at 10 p.m. Sunday-Thursday and at Midnight on Friday and Saturday. Overnight use is prohibited.

**SEC. ~~23~~.03. FIRES.** Open fires are prohibited. Cooking fires will be allowed on grounds only in those areas equipped with District provided equipment designated for the containment of cooking fires.

**SEC. ~~23~~.04. GLASS.** Glass may be used in indoor facilities only, or designated areas subject to the District General Manager approval. An additional deposit may be required for glass to be used at special events.

**SEC. ~~23~~.05. PETS.** Pets may be off leash at outdoor facilities in designated areas and facilities only. Pets must be under voice control at all times. Animal owners are responsible for removal of animal excrement from the facilities.

**SEC. ~~23~~.06. CONDUCT - ALCOHOLIC BEVERAGES.**

- (a) Patrons of legal drinking age may use alcoholic beverages with meals in designated areas at recreation and parks system facilities, provided they conduct themselves in an orderly manner;
- (b) Alcoholic beverages may be served or may be sold with California Department of Alcoholic Beverage Control ("ABC") permit only at designated recreation and parks system facilities where sales are not prohibited, and provided a Facility Use Permit has been secured (see SEC. 9.15 for further details);
- (c) No person shall be under the influence of intoxicating substances as provided in Section 647 (f) of the California Penal Code;
- (d) The District may withdraw the privilege to use alcoholic beverages at any time if the

Sections and Chapters as are contained in this ordinance are not abided by;

- (e) Use of illegal substances other than alcohol is prohibited.
- (f) Use of tobacco, electronic smoking devices, marijuana, and other smoking substances shall be in designated smoking areas only. Cigarette butts and other waste must be placed in receptacles. Littering is prohibited.

**SEC. ~~23~~.07. INJURY TO OR MISUSE OF RECREATION AND PARKS SYSTEM PROPERTY.**

NO PERSON SHALL:

- (a) Willfully mark, deface, injure, tamper with, displace, or remove any buildings, bridges, tables, benches, fireplaces, railings, bleachers, ball fields, water lines, paving or paving materials or other public utilities or parts thereof, signs, notices or placards, whether temporary or permanent, monuments, stakes, posts or other boundary markers, or other structures or equipment, or recreation and parks system property or appurtenances.
- (b) Litter, soil or defile buildings, structures, grounds, equipment or other recreation and parks system property or appurtenances. Trash, litter and other debris must be picked up and deposited into the proper receptacles.
- (c) Remove any soil, rock, stones, turf, trees, shrubs, or plants, down timber or other wood or materials or make any excavations by tool, equipment or any other means.
- (d) Construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public utility into, upon or across such land except by District permit.
- (e) Trespass upon any area where prohibited.
- (f) Hunt, molest, or otherwise harm wildlife and plant life within the recreation and parks system.
- (g) Announce, advertise or call the public attention in any way to any article or service for sale or hire, except by District permit.
- (h) Paste, glue, tack or otherwise post any sign, placard, advertisement, or inscription, erect or cause to be erected any sign whatever within the recreation and parks system without permission from the District.
- (i) Use any system for amplifying sounds, whether for speech or music or otherwise within the recreation and parks system unless a Facility Use Permit is first secured from the District.
- (j) Discharge any weapon of any type within the recreation and park system boundaries for any reason.
- (k) Make fires of any type for any reason in any area that is not properly equipped and designated to contain a fire.
- (l) Use model rockets and remote-control model airplanes or drones in District Parks and Open Spaces without prior written approval from the District's General Manager.

**SEC. ~~23~~.08. POLLUTING WATERS OR DUMPING REFUSE PROHIBITED.**

NO PERSON SHALL:

- (a) Throw, discharge, or otherwise place or cause to be placed in the waters of any

fountain, pond, stream or any other body of water in or adjacent to any component of the recreation and park system or any tributary, stream, storm sewer or drain flowing into such waters any substance, matter or things, liquid or solid, which will or may result in the pollution of said waters.

- (b) Dump, deposit, or leave any trash not created within the boundaries of the recreation and park system.

#### **SEC. ~~23~~.09. OPERATION OF MOTORIZED VEHICLES-PROHIBITED ACTS.**

NO PERSON SHALL:

- (a) Fail to comply with all applicable provisions of the Vehicle Code of the State of California in regard to equipment and operation of motorized vehicles together with such chapters as are contained in this ordinance.
- (b) Fail to obey all law enforcement officers and District employees who are hereafter authorized and instructed to require persons within the boundaries of the recreation and park system to adhere to the provisions of these chapters.
- (c) Fail to observe carefully all traffic signs, parking signs, and all other signs posted for the proper control of traffic and to safeguard life and property.
- (d) Operate a motorized vehicle, other than District-authorized vehicles, within the boundaries of the facility except in those areas designated as driveways.

#### **SEC. ~~23~~.10. OPERATION OF NON-MOTORIZED VEHICLES--PROHIBITED ACTS.**

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

NO PERSON SHALL:

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

### **CHAPTER ~~34~~ - OPERATION OF WINEMA THEATER**

**SEC. ~~34~~.01. HOURS OF OPERATION.** All events may begin at 8:00am, and shall conclude at 10:00 p.m. Sunday-Thursday, and at Midnight on Friday and Saturday.

**SEC. ~~34~~.02. FACILITY CAPACITY.** The maximum overall capacity of the Winema Theater is 464 persons. This includes 278 persons in fixed seating, and 186 additional capacity for seating on the lower level main floor. Additional seating must follow the additional

seating template, provided by the District and Fire Chief, which follows the California Code, allowing for a minimum of four-foot (4') rows for exit. Any alternative seating templates must be approved by the Fire Chief.

**SEC. 34.03 DECORATIONS.** Decorations for events may NOT be secured with pins, nails, tacks, or any other materials that may leave holes or cause any damage to the facility.

**SEC. 34.04. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** If an event at the Winema Theater is open to the public, it must comply with all current ADA regulations.

**SEC. 34.05. WINEMA THEATER POCKET PARK.** The Winema Theater Pocket Park will be operational during daylight hours only, or with a Facilities Use Permit, or written permission from the District General Manager.

## **CHAPTER 45: - OPERATION OF SCOTIA MUSEUM**

**SEC. 45.01. HOURS OF OPERATION.** The Museum hours of operation will be determined, and may be changed, at the District Board of Directors discretion. Hours will be posted at the Museum, in a conspicuous location.

**SEC. 45.02. MUSEUM FEES.** Museum fees will be determined, and may be changed, at the District Board of Directors discretion.

**SEC. 45.03. FACILITY CAPACITY.** The Museum capacity will be determined by the Fire Chief according to International Building Code (IBC) and National Fire Prevention Association (NFPA) standards. Once determined, the capacity will be posted in the facility.

**SEC. 45.04. RESTROOM FACILITIES.** Restroom facilities are for Museum Patrons ONLY.

**SEC. 45.05. EXHIBITS.** Museum exhibits and displays are not to be handled, moved, touched, climbed on, jumped off, or any such manner of touching unless explicated stated via signage, etc.

**SEC. 45.06. MUSEUM POCKET PARK.** The Museum Pocket Park will be operational during daylight hours only, or with a Facilities Use Permit, or written permission from the District General Manager

## **CHAPTER 56: - OPERATION OF FIREMAN'S PARK**

**SEC. 56.01. GROUP BARBECUE COMPLEX.** Individuals or organizations desiring use of any portion of the group barbecue complex within Fireman's Park for an organized function shall obtain a Facility Use Permit.

**SEC. 56.02. PICNIC TABLES/BARBECUES.** The public may use the picnic tables and barbecues in the park on a first-come first-served basis, unless otherwise reserved for a private party with a District Reservation Permit. Reservation Permit Applications and

rental fees are due thirty (30) working days prior to the event. Reservations should be made as early as possible to avoid schedule conflicts. At least 48 hours' notice of cancellation is required. Deposits will be returned within 30 days after the event.

**SEC. ~~56~~.03. RESTROOM FACILITIES.** Restrooms may be reserved for special events, and will require a deposit fee and non-refundable restroom cleaning fee. Restroom facilities will remain locked unless otherwise noticed. Restroom use is limited to daylight hours only. The restroom key is to be used only by the Reservation Holder and associated party. The restroom will remain clean and locked when guests are finished. Upon return of the restroom facility key to the District Office, the deposit will be returned within 30 days to the applicant. The key will not be duplicated, loaned, or given to others. If the key is lost, the deposit is forfeited, and a new deposit will be required to have a key reissued. Key check out may be revoked at any time. In the event that restroom facilities are unavailable, portable restrooms are required for events, including ADA compliant restrooms.

**SEC. ~~56~~.05. PETS.** The designated off leash area is defined as the fenced area of Fireman's Park. All pet waste must be appropriately removed. Horses and other livestock are not allowed.

**SEC. ~~56~~.06. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** If an event at the Fireman's Park is open to the public, it must comply with all current ADA regulations.

## **CHAPTER ~~67~~ - OPERATION OF BASEBALL PARK**

**SEC. ~~67~~.01. LIGHTING.** Baseball Park Lighting will be available for a charge with a valid District Facility Use Permit and charged at a rate set by the District Board of Directors in the Fee Schedule.

**SEC. ~~67~~.02. GROUP BASEBALL PARK USE.** The Baseball Park may be used by groups with a valid District Facility Use Permit (See the District Master Fee Schedule for permit fees).

**SEC. ~~67~~.03. RESTROOM FACILITIES.** Are the same as listed in SEC. 5.03. above.

**SEC. ~~67~~.04. OVERNIGHT USE PROHIBITED.** All events shall conclude at 10:00 p.m. Sunday- Thursday and at Midnight on Friday and Saturday. Overnight use is prohibited.

**SEC. ~~67~~.05. HORSESHOE PITS.** The public may use the horseshoe pits on a first come basis. Any individual or organization desiring to use the horseshoe pits for an organized function must do so by obtaining a District Facility Use Permit.

**SEC. ~~67~~.06. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** If an event at the Baseball Park is open to the public, it must comply with all current ADA regulations.

## **CHAPTER ~~78~~ - OPERATION OF SOCCER FIELD**



**SEC. ~~78~~.01. RESTROOM FACILITIES.** Restrooms may be reserved for special events, and will require a deposit fee and non-refundable restroom cleaning fee. Restroom facilities will remain locked unless otherwise noticed. Restroom use is limited to daylight hours only. The restroom key is to be used only by the Reservation Holder and associated party. The restroom will remain clean and locked when guests are finished. Upon return of the restroom facility key to the SCSD Office, the deposit will be returned within 30 days to the applicant. The key will not be duplicated, loaned, or given to others. If the key is lost, the deposit is forfeited, and a new deposit will be required to have a key reissued. Key check out may be revoked at any time.

**SEC. ~~78~~.02. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** If an event at the Soccer Field is open to the public, it must comply with all current ADA regulations.

## **CHAPTER ~~89~~ - OPERATION OF COMMUNITY FOREST**

**SEC. ~~89~~.01. RIVER ACCESS.** Use of any motorized vehicles on the river bar and through the District Community Forest, on or off trails, is prohibited. The River bar and access road is designated for pedestrian traffic only. River access will be open Sunrise to Sunset. Camping or overnight use is not authorized. The District does not provide lifeguards at the river, swim at your own risk.

**SEC. ~~89~~.02. UNAUTHORIZED TAKE FROM THE DISTRICT COMMUNITY FOREST, INCLUDING THE RIVER BAR.** Shall comply with Section 2.07 of this ordinance. Any unauthorized take of any natural resource from the community forest is prohibited and will be considered a violation of this ordinance and be dealt with according to Chapter 10.

## **CHAPTER ~~910~~ - PERMITS, FEES AND DEPOSITS**

**SEC. ~~109~~.01. FACILITY USE PERMITS REQUIRED.** A valid District facility use permit is required for individuals or organizations to use any indoor facility or any outdoor facility which may include, but shall not be limited to, any of the following:

- (a) Nonspontaneous large group activities consisting of fifty (50) or more persons;
- (b) The charging of an admission or entrance fee;
- (c) The use of District facilities not ordinarily available for public use;
- (d) Regularly occurring organized team or league use of District sports fields or courts;
- (e) The sale of merchandise, food or beverages;
- (f) The sale or service of alcoholic beverages;
- (g) The setting up of booths, stages, vending carts or stands, kiosks, bleachers or similar structures;
- (h) The barricading of any District street or other street use that would impede the

normal flow of traffic;

- (i) Amplified music or sound;
- (j) The need for access to District utilities;
- (k) The need for garbage collection specific to the activity or event; or
- (l) The staging or shooting of commercial motion or television pictures or still photography, exempting local businesses, filming for educational purposes, and tourism productions, as further defined by the District Board, when such activities do not otherwise require a District permit.
- (m) Any use of the Winema Theater.
- (n) The General Manager or Board of Directors may impose additional permits or permit requirements.

**SEC. 910.02. EVENT TYPE DEFINITIONS.** The District shall issue permits based on the following definition of use:

- (a) Event - defined as use with estimated attendance of less than 500 persons and no more than posted capacities at any District indoor facilities; for which off road and facility parking space is adequate; for which street closures are not required; and for which cancellation of approved vendor programs is not required.
  - i. *Major Event* - Major Events are classified as events drawing more than 50 people total or events that close a District street. A non-refundable application- processing fee must accompany the application, as set in the Master Fee Schedule. Applications must be submitted at least 30 days in advance of event date.
  - ii. *Minor Event* - Minor Events are classified as events drawing 50 people or less that do not close any streets. A non-refundable application-processing fee must accompany the application, as set in the Master Fee Schedule. Applications must be submitted at least 30 days in advance of event date.
- (b) Large Scale Community Event - defined as use with estimated attendance of more than 500 persons but no more than posted capacities at any District indoor facilities or for which off- road and facility parking space is adequate; or for which street closures may be required; or for which cancellation of an approved vendor program is required. A non-refundable application-processing fee must accompany the application, as set in the Master Fee Schedule. Applications must be submitted at least 30 days (60 days for events over 1000 participants) in advance of event date.
- (c) Vendor Contract - defined as use by those individuals approved by the District Board of Directors, offering ongoing programs on a regular basis for no more than twelve months. Anyone wishing to sell food or goods at any park facilities, must have a current Humboldt County business license, insurance, and a valid Humboldt County Vending Permit. Please allow up to 30 days for the application process.
- (d) *Film Permits* - A Humboldt County Photography/Motion Picture Permit is required for use of District parks, buildings, or grounds for the staging or shooting of commercial motion or television pictures and photography.

**SEC. 910.03. FACILITY USE PERMIT PROCESS.** Any individuals or organizations seeking issuance of a District Facility Use Permit hereunder shall file a permit application to use District facilities on the appropriate application form provided by the District. All requests must be filed with the District along with the required application



processing fee, deposit, use fees, proof of appropriate insurance coverage, and fees for other services at least thirty (30) working days prior to the actual event date. The District General Manager, under direction of the District Board, may impose additional conditions for approval. All Event Permits shall be reviewed by the Fire Chief.

**SEC. 910.04. FACILITY USE FEES.** Facility use fees, as established, and adopted by the District Board on an annual basis in the Master Fee Schedule, shall be charged for and must accompany each Facility Use Permit request required hereunder for said facility use permit request to be fully and properly executed by the District.

**SEC. 910.05. FEE STRUCTURE DEFINITIONS.** The District shall identify the following fee structure definitions in the Master Fee Schedule when charging customers for use of facilities:

- o A "Non-Profit Group" shall be defined as any group or organization which can supply proof of non-profit status via the Internal Revenue Service Code. Other Governmental entities shall be considered as falling within the guidelines of this definition.
- o A "Vendor" shall be defined as an individual or organization, approved by the District Board of Directors, that has a fully executed Humboldt County vendor contract for use of District parks and recreation facilities.
- o A "Private Citizen/Business" shall be defined as other potential users not fitting within the "non-profit group" or "vendor" definition.
- o A "Commercial Event" shall be defined as an event being held for the purpose of private financial gain for an individual or organization.
- o An "Event Host" shall be defined as a District employee who has received training regarding use of District facilities for outside events. Event hosts are required for all events at District facilities for those events sponsored by a District approved vendor.
- o The "All Day Rate" shall be defined as a fee charged specifically for use of the Winema Theater and which includes access to the facility for greater than four (4) consecutive hours.
- o The "Half-Day Rate" shall be defined as a fee charged specifically for use of the Winema Theater and which includes access to the facility for a maximum of four consecutive hours.

**SEC. 910.06. EVENT SERVICES FEES.** The District shall charge a fee per hour for an event host for events requiring a host. The minimum charge shall be two hours. Other event service fees shall be based on the direct expense associated with providing said service. Such event fees shall be reviewed periodically and established by the District Board in the Master Fee Schedule.

**SEC. 910.07. RECREATION PROGRAM FEES.** The District shall charge participants program fees based on the direct expenses associated with each individual program. Program fees shall be determined periodically as programs are added to the Master Fee Schedule. Program fees shall be adopted by the District Board within two months of the inception or change of fees.

**SEC. 910.08. DEPOSIT.** A deposit, as established and adopted by the District's Board in the Master Fee Schedule must accompany each Facility Use Permit request. The deposit shall be refunded to the applicant within thirty (30) working days if the facility is restored to pre-use conditions. If District clean-up is required to restore the facility to pre-use conditions or damage is noted to the facility, any refund will be less the expense associated with returning the facility to pre-use conditions.

**SEC. 910.09. FACILITY USE DEPOSIT FEES.** The District shall charge a deposit for events which qualify and are defined as special events or large-scale community events, as outlined in the Master Fee Schedule.

**SEC. 910.10. INSURANCE.** All events requiring a Facility Use Permit shall obtain Liability Insurance for the event; a Facility Use Permit request shall not be considered fully executed unless the individual or organization seeking issuance of a Facility Use Permit obtains and furnishes liability coverage for the event which is acceptable to the District.

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

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

**SEC. 910.11. PERMITS FOR USE OF FACILITIES.** The District shall only grant a Facility Use Permit for organized use of a facility when each of the following findings can be made:

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

**SEC. 910.12. USE OF SOUND AMPLIFICATION SYSTEM.** The District shall only grant permission for use of any sound amplification system when each of the following findings can be made:

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

For those events at which sound amplification systems are utilized, the following requirements shall also be required:

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

**SEC. 910.13. SALE OR SERVICE OF ALCOHOLIC BEVERAGES.** The District shall only grant permission for sale or service of alcoholic beverages when each of the following conditions are met:

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

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

**SEC. 910.14. USE OF DISTRICT-OWNED EQUIPMENT.** The District may make available to individuals or organizations recreation-related equipment, which can be utilized for outdoor use, as determined by the District General Manager or Board of Directors. District shall only grant permission for use of District-owned equipment when each of the following findings can be made:

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

**SEC. 910.15. WAIVER.** A waiver of the fees and/or deposit for certain types of protected activities may be available upon the discretion of the District General Manager.

**SEC. 910.16. APPEALS.** An appeal of the action of District staff on any Facility Use Permit pursuant to this chapter must be in writing and filed by or on behalf of the individual or organization seeking the Facility Use Permit, within (10) days after the action of District staff on the Facility Use Permit request. The appeal shall set forth in detail the factual and legal basis of the appeal. The Board of Directors shall consider and act on the appeal within forty-five (45) days after the appeal is filed. The individual or

organization filing the appeal shall be entitled to submit oral or written evidence to the Board in support of the appeal. Action of the Board of Directors on the appeal shall be final.

## **CHAPTER ~~1011~~ – BENEFIT ASSESSMENT INTERPRETATION AND APPEALS**

**SEC. ~~1011.01~~ INTERPRETATION.** The Parks and Recreation Benefit Assessment (Assessment) uses a weighted method of apportionment known as an equivalent benefit unit (EBU) methodology that uses the single-family home site as the basic unit of assessment. A single-family home site equals one EBU and the other land uses are converted to a weighted EBU based on an assessment formula that equates the properties specific characteristics associated with density factors to compare the proportional benefit of each property as compared to a single-family home site.

EBU values for commercial and industrial land uses are based on the equivalence of special benefit on a land area basis between single-family residential property and commercial property. EBU values for other types of business and industrial land uses are established by using average employee densities, because the special benefit factors described previously can be measured by the average number of people who work at commercial/industrial properties. Further details may be found in the District Engineer's Report.

The Assessment was established with an annual 1.5% escalation factor to account for cost-of-living increases for an initial five (5) year period, beginning in fiscal year 2016/2017. The Assessment may also be increased, annually, to an amount not to exceed 3.0% based on the consumer price index (CPI) if approved by the District Board of Directors (Board).

Additionally, proposed changes to the Assessment may also occur based on "pass through" costs, which include the purchase of uncontrolled mandatory services (such as utility costs). Further details and an explanation may be found in the District Engineer's Report.

Any new or increased Assessment, above the allowed CPI increase or "pass through" costs, would require a Proposition 218 proceeding and property owner approval.

**SEC. ~~1011.01-02~~ APPEALS.** Any property owner who claims that the Assessment levied on their property is in error as a result of inaccurate or incorrect information being used to apply the method of assessment, may file a written appeal with the District General Manager. Any appeal is limited to the current fiscal year (July 1st, through June 30<sup>th</sup>). The District General Manager will review the appeal and determine what information will be required, by the District, from the property owner. The required information may include, but is not limited to, an engineering firm analysis, floor plans, and a property parcel map. All costs for the required information will be paid by the property owner.

Any Assessment dispute over the decision of the District General Manager shall be referred to the District Board. The decision of the District Board shall be final. Any approved changes, by the District General Manager or District Board, to the Assessment, within the current fiscal year, will be refunded by the District.

## CHAPTER ~~11.12~~ - ENFORCEMENT

**SEC. ~~11.12.01~~. AUTHORITY.** California Government Code Section 61064(a) states the "violation of any rule, regulation, or ordinance adopted by a board of directors is a misdemeanor punishable pursuant to Section 19 of the Penal Code." California Government Code Section 61064(b) allows any citation issued by the SCSD for the violation of a rule, regulation, or ordinance adopted by the Board "may be processed as an infraction pursuant to subdivision (d) of Section 17 of the Penal Code." Finally, Cal. Gov't Code 61064(c) allows the Board to confer on "designated uniformed district employees the power to issue citations for misdemeanor and infraction violations of state law, city or county ordinances, or district rules, regulations, or ordinances when the violation is committed within a facility and in the presence of the employee issuing the citation. District employees shall issue citations pursuant to Chapter SC (commencing with Section 853.5) of Title 3 of Part 2 of the Penal Code."

**SEC. ~~11.12.02~~. DESIGNATED EMPLOYEES.** Each act that violates this Parks and Recreation Ordinance is a violation of the Scotia Community Services District's rules and shall constitute a separate offense. A violation of this section is punishable as a misdemeanor or infraction, chargeable at the District General Manager' s or District's Legal Counsel's discretion

**SEC. ~~11.12.03~~. PENALTY.** (A) It shall be unlawful for any person to violate any provision or to fail to comply with any of the requirements of this ordinance or the provisions of any ordinance adopted by reference by this ordinance. Any person violating any of such provisions or failing to comply with any of the mandatory requirements of this ordinance shall be guilty of a misdemeanor. Any person convicted of a misdemeanor under the provisions of this ordinance shall be punishable by a fine of not more than \$1,000 or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this ordinance, or the provisions of any ordinance adopted by reference by this ordinance, is committed, continued, or permitted by such person and shall be punishable accordingly. Any violation of this ordinance which is declared to be a misdemeanor shall be considered and treated as an infraction subject to the procedures described in Cal. Penal Code §§ 19.6 and 19.7, when:

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

(B) In addition to the penalties provided by this section, any condition caused or permitted

to exist in violation of any of the provisions of this ordinance, or the provisions of any ordinance adopted by reference by this ordinance, shall be deemed a public nuisance and may be summarily abated by this District, and each day such condition continues shall be regarded as a new and separate offense.

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

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



**Section 1: Severability.** If any section, subsection, sentence, clause or phrase of this chapter is for any reason held to be invalid or unconstitutional, the decision shall not affect the validity of the remaining portions of the Chapter. The Board of Directors hereby declares that it would have passed this Chapter, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid under law.

**Section 2: California Environmental Quality Act (CEQA) Determination.** Under the EIR that was completed upon the formation of the Scotia Community Services District, a determination was made that the District would not result in a significant environmental impact. This ordinance is also exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061(b)(3) of the CEQA Guidelines.

**Section 3: Limitation of Actions.** Any action to challenge the validity or legality of any provision of this ordinance on any grounds shall be brought by court action commenced within ninety (90) days of the date of adoption of this ordinance.

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

DATE: April 15, 2021

ATTEST:

APPROVED:

\_\_\_\_\_  
Clerk, Scotia Community Services District  
District

\_\_\_\_\_  
President, Scotia Community Services

Clerk's Certificate

I hereby certify that the foregoing is a true and correct copy of Ordinance No. ~~2021~~2023-~~51~~, passed and adopted at a regular meeting of the Board of Directors of the Scotia Community Services District, Humboldt County, California on the ~~15th-19th~~ day of ~~April 2021~~January 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

\_\_\_\_\_  
Clerk, Scotia Community Services District

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

DATE: January 19, 2023  
TO: Scotia Community Services District Board of Directors  
FROM: Leslie Marshall, General Manager  
SUBJECT: Second Reading and Consider Adoption of Ordinance No. 2023- 2: An Ordinance of the Scotia Community Services District Board of Directors Amending Ordinance 2021-7 Title V – Streets and Street Lighting.

---

### **RECOMMENDATION:**

The administrative staff recommends the Board read and adopt by title only, Ordinance No. 2023- 2: An Ordinance of the Scotia Community Services District Board of Directors Amending Ordinance 2021-7 Title V – Streets and Street Lighting.

### **ACTION:**

Read and adopt, by title only, Ordinance No. 2023- 2: An Ordinance of the Scotia Community Services District Board of Directors Amending Ordinance 2021-7 Title V – Streets and Street Lighting.

### **DISCUSSION:**

All District Ordinances are periodically reviewed, by administrative staff, for accuracy, clarification, and content. The District's Ordinance Title V – Streets and Street Lighting was last amended and adopted on September 16th, 2021.

The revised Ordinance adds and clarifies several sections. **Chapter 3 – General Provisions** was added to clarify charges and make the Ordinance consistent with the Master Fee Schedule and California Government Code §61115. Additional revisions were made for accuracy and clarification and are in redline.

Ordinance No. 2023-2 revisions have been reviewed by District's Legal Counsel.

### **FISCAL IMPACT:**

None

### **ATTACHMENTS:**

Attachment: Ordinance No. 2023- 2: An Ordinance of the Scotia Community Services District Board of Directors Amending Ordinance 2021-7 Title V – Streets and Street Lighting



ORDINANCE NO. ~~2021-2023~~ – ~~72~~

AN ORDINANCE OF THE SCOTIA COMMUNITY SERVICES DISTRICT BOARD OF  
DIRECTORS  
AMENDING ORDINANCE 2021-~~1~~7 TITLE V – STREETS AND STREET LIGHTING

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

**Section 1:** Title V (Streets and Street Lighting) is hereby adopted as follows:

**TITLE V – STREETS AND STREET LIGHTING**

**CHAPTER 1 – BASIS OF AUTHORITY AND PURPOSE**

**SEC. 1.01. BASIS OF AUTHORITY.** Ordinance 2017—1 dated 2/16/2017, ~~Amended-amended~~ with Ordinance 2021-1 dated March 18, 2021, amended with Ordinance No. 2021-7 dated September 16th, 2021.

**SEC. 1.02. PURPOSE AND POLICY.** This article sets forth the standards, processes and fees associated with streets and street lighting services. The District desires to encourage the long-term maintenance of streets and street lighting under District ownership where the maintenance is either required by the Humboldt County Board of Supervisors (County) or requested by residents of a specific area under the responsibility of the District. This article is intended to implement the provisions of the Improvement Act of 1911 (Division 7 of the Streets & Highways Code §5000 *et seq.*) herein referred to as the "Act."

**CHAPTER 2 – DISTRICT DESIGNATED STREETS, ALLEYS, AND LIGHTING**

**SEC. 2.01. DESIGNATED STREETS AND ALLEYS.** The streets and alleys of District responsibility are defined by resolution and approved by the Board of Directors of the District and designated on maps of the District, ~~as prepared and compiled by SHN Engineers and Geologists (SHN) or another organization~~ and are on file in the District office. Any additions to the District responsibility which have been accepted and approved by the County and the District Board of Directors in future phases of subdivision will be adopted in the same manner.

**SEC. 2.02. DESIGNATED LIGHTING.**

- A. The lights of District responsibility are defined by resolution and approved by the Board of Directors of the District and designated on maps of the District, ~~as prepared and compiled by SHN or another organization~~, and are on file in the District office. Any additions to the District responsibility which have been accepted and approved by the County and District Board of Directors in future phases of subdivision will be adopted in the same manner.

- B. The District owns and maintains approximately twenty (20) historic decorative lights that primarily front Main Street. These lights are maintained by District staff or a sub-contractor, at the District's discretion. The historic decorative lights are separately metered and the District pays associated electric charges to PG&E.
- C. The District is responsible for payment of the electric charges associated with lights that PG&E owns, which includes any maintenance costs. These PG&E Lights are owned and maintained by PG&E and located throughout the residential streets in Scotia.
- D. Any property owner requesting installation of any additional streetlight, on or adjacent to their property, shall be required to pay for the cost of installing the ~~street light~~streetlight and the cost to maintain the ~~street-light~~streetlight.

### CHAPTER 3 - GENERAL PROVISIONS

**SEC 3.01. RULES, REGUALTIONS, AND RATES.** The Board reserves the right and power to from time to time by resolution adopt rules and regulations for the operation and maintenance of the streets and street lighting facilities of the District, and may likewise by resolution establish and modify the rates, charges, and penalties, consistent with, the Engineer's Report for Assessment of Streets and Street Lighting Benefits ~~completed by SHN Engineers and Geologists~~, which is on file in the District office and on the website.

**SEC 3.02. FEE CHARGE FIXED BY RESOLUTION.** The District Board shall, by resolution, adopt an annual Master Fee Schedule of service charges and fees which enable the District to operate and maintain District facilities including the streets and street lighting system. The charges/fees shall be levied against the owner or tenant of any developed parcel of property that is served by the District's streets and street lighting system.

**SEC 3.03. BILLING.** The regular billing period will be for each calendar month, ~~or bimonthly~~, as determined by the Board. Annual Benefit Assessments, such as the Streets and Street Lighting Assessment, ~~are is~~ billed ~~on an annual basis~~once per year, typically on the August bill. Opening and closing bills for less than the normal billing period shall be prorated on a daily-use basis. Bills for service shall be rendered at the beginning of each billing period and are payable upon presentation and due within 30 days. Charges are outlined in the Master Fee Schedule. Charges which are not paid on or before the day of delinquency shall be subject to a penalty in accordance with California Government Code §61115.

**SEC. 3.04. COLLECTION.** All unpaid charges and penalties herein provided may be collected by suit, collection agency, application to the County tax roll, or any other method as determined by District. Defendant shall pay all costs of suit in any judgment rendered in favor of District.

**SEC. 3.05. COLLECTION BY INTERAGENCY INTERCEPT PROGRAM.** As an alternate to any of the other procedures herein provided, the District may collect unpaid charges through the State of California Interagency Intercept Program or other collection agency as determined by the District. Upon submitting an unpaid charge to the collection agency, the District will also notify the customer at the last known customer address. Customers may appeal said submittal by filing an appeal with the District.

**SEC. 3.0406. VANDALISM OF STREET LAMPS.** No person shall vandalize, break, or damage any lamppost or public lamp; nor extinguish any public light or any light maintained at any place for public convenience or safety, except when authorized to do so; nor remove, or cause the removal of, any portion from any public lamp or post; nor obliterate, deface, destroy or interfere with the lights.

**SEC. 3.0207. FENCE PROHIBITIONS.** No person shall place, use or maintain any fence, blockage, etc. within a public easement or right of way.

**SEC. 3.0308. BARBED WIRE PROHIBITED.** No person shall place, use or maintain any barbed wire on any fence, etc. thereof, fronting on a public lane, alley, avenue, street, highway, sidewalk, crosswalk, park or place.

**SEC. 3.0409. WATER DISCHARGE FROM PRIVATE PROPERTY.** No person shall cause or permit water from private property to be discharged in or to flow into or on any District street, alley or easement or cause erosion problems.

**SEC. 3.0510. ENCROACHMENT PERMIT.** A District Encroachment Permit (Permit) is required for any activities, materials, and equipment which will occupy the District's right-of-way, including but not limited to, alleys, sidewalks, and streets. The Permit is required for any excavation within the District's right-of-way.

An encroachment shall include, but is not limited to, any tower, pole, pipeline, private pipe, private pipeline, non-standard driveway, private road, fence, billboard, stand or building, or any structure or object of any kind, which is placed in, under, or over any portion of the District's right-of-way.

The Permit provides the necessary regulation for the encroachment process, to safeguard the public interests in the District roadway facilities, and pedestrian access areas for the safety and convenience of the traveling public.

The Permit constitutes written permission, from the District, to encroach within the District's right-of-way as set forth in the Permit. A Permit may be granted, by the District, to a property owner, a contractor, or a public utility. A Permit for a property owner shall specify whether the work is to be performed by the property owner or a contractor. Any property owner, contractor, or public utility performing work within the District's right-of-way shall provide the District with the required Certificate(s) of Insurance and Endorsement(s) as identified in the District's Application for Encroachment Permit form. The applicant(s) shall also provide additional project and design information as required by the District's Application for Encroachment Permit form.

All Permits, other than those issued to public agencies or a public utility with legal authority to occupy the public road right-of-way, are revocable on five (5) days' notice. The encroachment must be removed or relocated, as specified by the District General Manager. Encroachments not removed within the specified time shall be removed by the District, or their authorized contractor, at the cost of the property owner. Any encroachment determined by the District to obstruct or prevent public use of the District right-of-way, consisting of refuse, causing a traffic hazard, or impeding pedestrian access shall be removed immediately.

Costs associated with Encroachment Permits shall be reflected in the District's Master Fee Schedule. Encroachment violation fees will be charged to the property owner in addition to an encroachment permit for investigation of unpermitted construction at actual cost to the District.

**SEC. 3.0611. WHEELED DEVICES IN POSTED AREAS.** No person shall bicycle, roller skate, skateboard or use any other wheeled device propelled, in whole or in part, by human power in any District public area posted against such activities or uses. The provisions of this section shall not apply to wheeled devices which are reasonably necessary to assist those with a temporary or permanent disability.

## **CHAPTER 4 - OBSTRUCTION OF STREETS AND SIDEWALKS**

### **SEC. 4.01. OBSTRUCTION OF STREETS AND SIDEWALKS PROHIBITIONS AND EXCEPTIONS.**

- A. It is declared a nuisance and is unlawful for any person to place an obstruction of any kind in a District street or alley, or to authorize, procure or permit any obstruction to be placed therein or thereon; provided that businesses and others receiving and delivering goods, whose premises are not served by an alley, shall be allowed two (2) hours from the time such goods are deposited on a sidewalk or parkway until they are removed. A space five (5) feet in width shall at all times be kept clear for a combination of persons passing. Each day any such obstruction is maintained or permitted in any such street or alley shall be deemed a separate offense.
- B. The provisions of this section shall not apply to:
  - 1. The temporary obstruction of streets or alleys while buildings or structures are being moved from one place to another.
  - 2. Temporary obstructions for which encroachment permits have first been obtained from the District General Manager.
  - 3. Potted shrubs, plants, or other landscaping, clocks, drinking fountains and public telephones placed or maintained upon a public parkway or sidewalk within the District by any person who has first obtained an encroachment permit in writing to do so from the District General Manager.

**SEC. 4.02. GATES.** It is unlawful to place or leave any gate extended across or upon any District street, alleyway or easement resulting in an obstruction to persons passing thereon.

**SEC. 4.03. STORING PRIVATE PROPERTY.** No person shall store private property upon any District street, alley, or easement or other public place in the District, so as to obstruct the free use of these areas, as determined by the District General Manager. Items prohibited include, but are not limited to, appliances, inoperable vehicles, firewood, construction materials, wagons, bikes, scooters, trampolines, basketball hoops, trash, garbage, compost piles, cans, or debris. Operable vehicles may be parked, in the District right-of-way, no

longer than 24 hours. Long term operable vehicle parking is prohibited and subject to tow away per the California Vehicle Code and as determined by the District General Manager.

## **CHAPTER 5 - WIRES OVER STREETS**

**SEC. 5.01. PERMIT REQUIRED.** No one without an existing easement shall run, stretch or maintain through, along or across any District street, alley or easement any wire, cable, rope or cord, on poles or otherwise, without first obtaining a District Permit to do so from the District General Manager.

**SEC. 5.02. ELECTRIC OR NON-ELECTRICAL WIRES.** Any person now holding, or who may hereafter obtain, an easement permitting the use of public streets, avenues, alleys, highways or public places in the District for the purpose of running or stretching wires therein, shall comply with the regulations set out in this section concerning the running or stretching of such wires. All wires used for the purpose of conducting an electric current or electricity for the purpose of producing electric light or non-electrical shall be run or stretched at least thirty feet above the ground and all other wires shall be placed at least two feet below the electric light or non-electrical wires.

## **CHAPTER 6 – EXCAVATIONS**

**SEC. 6.01. LIGHTING DANGEROUS PLACES.** Any District approved excavation on a public street, avenue, alley, sidewalk, public park, or place that may be determined dangerous shall require the following:

- A. Obtain a District Permit ; and
- B. Erect adequate lighting and maintain an appropriate and substantial barrier approved by District around the portion of the project made dangerous, as long as the danger may continue; and
- C. Lighting and barriers shall be maintained during every night, from sunset to daylight, suitable warning lights at the ends of every portion of the area so made dangerous, and at every side of a street crossing so made dangerous.

**SEC. 6.02. PROPERTY OWNER RESPONSIBILITY FOR MAINTENANCE.**

- A. The District may permit a property owner to maintain trees within a District alley easement, provided the type of tree planted therein is approved by the District General Manager.
- B. All trimming and other maintenance work upon such trees shall be done by a licensed tree trimmer or by the owner under the general supervision of District staff and in accordance with this chapter.

**SEC. 6.03. PROPERTY OWNER RESPONSIBILITY FOR REMOVAL.**

- A. The District General Manager may permit a property owner to remove trees from District property or easement adjoining or within their property.

#### **SEC. 6.04. NUISANCE ON PRIVATE PROPERTY.**

- A. Whenever any tree adjacent to or overhanging any District street, alley or public area is in such condition as to constitute a hazard or impediment to public travel, it shall be declared a public nuisance.
- B. If the owner of the private property on which the tree is located does not correct or remove the nuisance within ten (10) days after receipt of written notice thereof from the District General Manager, the District shall cause the nuisance to be corrected or removed and the cost thereof shall be assessed to the owner.
- C. Property owners are prohibited from using any pesticide or herbicide within District streets, alleys or easements and shall control such usage on private property from encroaching on District property, easement or public space.

**SEC. 6.05. LIABILITY.** Nothing contained in this chapter shall be deemed to impose any liability upon the District, its officers or employees, nor to relieve the owner of private property from the duty to keep any tree on his property from constituting a public nuisance.

#### **SEC. 6.06. EXCAVATION APPEAL.**

- A. Any person aggrieved by the action or proposed action of the District acting under this chapter may appeal the decision to the District Board of Directors, whose decision shall be final.
- B. Such person shall file a notice of appeal, in writing, with the District within seven (7) business days after the action or proposed action of the District.

**SEC. 6.07. UTILITY MAINTENANCE.** Any person owning, maintaining or operating any gas pipes, or mains beneath the surface or any District planting strip, street, easement or public area shall properly maintain such utilities to prevent damage to District property or easement. If such person neglects to provide proper maintenance of such utilities and such neglect results in damage to District property or easement, the full cost of repair shall be borne by such person

### **CHAPTER 7 – BENEFIT ASSESSMENT INTERPRETATION AND APPEAL**

**SEC. 7.01. INTERPRETATION.** The Streets and Street Lighting Benefit Assessment (Assessment) uses a weighted method of apportionment, known as an Equivalent Benefit Unit (EBU) methodology, which uses a single-family home as the basic unit of assessment. One EBU is equivalent to ten (10) trips/day, representative of traffic generated by a single-



family dwelling unit, based upon land use driven trip generation. Further details may be found in the ~~SHN~~ Engineer's Report.

The Assessment was established with an annual 1.5% escalation factor to account for cost-of-living increases for an initial five (5) year period, beginning in fiscal year 2016/2017. The Assessment may also be increased, annually, to an amount not to exceed 3.0% based on the consumer price index (CPI) if approved by the District Board of Directors.

Additionally, proposed changes to the Assessment may also occur based on "pass through" costs, which include the purchase of uncontrolled, mandatory services (such as, utility costs). Further details and explanation may be found in the ~~SHN~~ Engineer's Report.

Any new or increased Assessment, above the allowed CPI increase or "pass through" costs, would require a Proposition 218 proceeding and property owner approval.

**SEC. 7.02. APPEALS.** Any property owner who claims that the Assessment levied on their property is in error as a result of inaccurate or incorrect information being used to apply the method of assessment, may file a written appeal with the District General Manager. Any appeal is limited to the current fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>). The District General Manager will review the appeal and determine what information will be required, by the District, from the property owner. The required information may include, but is not limited to, the number of employees, an engineering firm analysis, floor plans, property parcel maps, the number of vehicles used, and the type of business. All costs for the required information will be paid by the property owner.

Any Assessment dispute over the decision of the District General Manager shall be referred to the District Board of Director's. The decision of the District Board of Director's shall be final.

Any approved changes to the Assessment, by the District Manager or the District Board of Director's, within the current fiscal year, will be refunded by the District.

## **CHAPTER 8. – ENFORCEMENT**

**SEC. 8.01 AUTHORITY.** California Government Code Section 61064(a) states the "violation of any rule, regulation, or ordinance adopted by a board of directors is a misdemeanor punishable pursuant to Section 19 of the Penal Code." California Government Code Section 61064(b) allows any citation issued by the District for the violation of a rule, regulation, or ordinance adopted by the Board "may be processed as an infraction pursuant to subdivision (d) of Section 17 of the Penal Code." Finally, Cal. Gov't Code 61064(c) allows the Board to confer on "designated uniformed district employees the power to issue citations for misdemeanor and infraction violations of state law, city or county ordinances, or district rules, regulations, or ordinances when the violation is committed within a facility

and in the presence of the employee issuing the citation. District employees shall issue citations pursuant to Chapter 5C (commencing with Section 853.5) of Title 3 of Part 2 of the Penal Code.”

**SEC. 8.02 DESIGNATED EMPLOYEES.** A violation of this section is punishable as a misdemeanor or infraction, chargeable at the District General Manager’s or District Legal Counsel’s discretion. Each act that violates this Streets and Street Lighting Ordinance is a violation of the District’s laws and shall constitute a separate offense.

**SEC. 8.03 PENALTY.**

- A. It shall be unlawful for any person to violate any provision or to fail to comply with any of the requirements of this ordinance or the provisions of any ordinance adopted by reference by this ordinance. Any person violating any of such provisions or failing to comply with any of the mandatory requirements of this ordinance shall be guilty of a misdemeanor. Any person convicted of a misdemeanor under the provisions of this ordinance shall be punishable by a fine of not more than \$1,000 or by imprisonment in the county jail for a period not exceeding six (6) months, or by both such fine and imprisonment. Each such person shall be guilty of a separate offense for every day during any portion of which any violation of any provision of this ordinance, or the provisions of any ordinance adopted by reference by this ordinance, is committed, continued, or permitted by such person and shall be punishable accordingly. Any violation of this ordinance which is declared to be a misdemeanor shall be considered and treated as an infraction subject to the procedures described in Cal. Penal Code §§ 19.6 and 19.7, when:
  - 1. The District General Manager or District Legal Counsel files a complaint charging the offense as an infraction unless the defendant, at the time he is arraigned, after being informed of his rights, elects to have the case proceed as a misdemeanor; or
  - 2. The court, with the consent of the defendant, determines that the offense is an infraction in which event the case shall proceed as if the defendant had been arraigned on an infraction complaint.
- B. In addition to the penalties provided by this section, any condition caused or permitted to exist in violation of any of the provisions of this ordinance, or the provisions of any ordinance adopted by reference by this ordinance, shall be deemed a public nuisance and may be summarily abated by this District, and each day such condition continues shall be regarded as a new and separate offense.
- C. Each violation of this ordinance expressly declared to be an infraction is punishable by:
  - 1. A fine not exceeding \$50 for the first violation;
  - 2. A fine not exceeding \$100 for the second violation of the same ordinance within one year;
  - 3. A fine not exceeding \$250 for each additional violation of the same ordinance within one year.



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

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

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

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

DATE: ~~September 16, 2021~~ January 19, 2023

ATTEST:

APPROVED:

\_\_\_\_\_  
Clerk, Scotia Community Services District

\_\_\_\_\_  
President, Scotia Community Services District

Clerk's Certificate

I hereby certify that the foregoing is a true and correct copy of Ordinance No. ~~2021-7~~2023-2, passed and adopted at a regular meeting of the Board of Directors of the Scotia Community Services District, Humboldt County, California on the ~~16<sup>th</sup>~~-19<sup>th</sup> day of ~~September, 2021~~January 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

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

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

DATE: January 19, 2023  
TO: Scotia Community Services District Board of Directors  
FROM: Leslie Marshall, General Manager  
SUBJECT: Second Reading and Consider Adoption of Ordinance No. 2023- 3: An Ordinance of the Scotia Community Services District Board of Directors Amending Ordinance 2021-8 Title VI – Storm Drainage.

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### **RECOMMENDATION:**

The administrative staff recommends the Board read and adopt by title only, Ordinance No. 2023- 3: An Ordinance of the Scotia Community Services District Board of Directors Amending Ordinance 2021-8 Title VI – Storm Drainage.

### **ACTION:**

Read and adopt, by title only, Ordinance No. 2023- 3: An Ordinance of the Scotia Community Services District Board of Directors Amending Ordinance 2021-8 Title VI – Storm Drainage.

### **DISCUSSION:**

All District Ordinances are periodically reviewed, by administrative staff, for accuracy, clarification, and content. The District's Ordinance Title VI – Storm Drainage was last amended and adopted on September 16th, 2021.

The revised Ordinance adds and clarifies several sections. **Chapter 3 – General Provisions** was added to clarify charges and make the Ordinance consistent with the Master Fee Schedule and California Government Code §61115. Additional revisions were made for accuracy and clarification and are in redline.

Ordinance No. 2023-3 revisions have been reviewed by District's Legal Counsel

### **FISCAL IMPACT:**

None

### **ATTACHMENTS:**

Attachment: Ordinance No. 2023- 3: An Ordinance of the Scotia Community Services District Board of Directors Amending Ordinance 2021-8 Title VI – Storm Drainage

**ORDINANCE NO. ~~2021-2023~~ – 83**  
**AN ORDINANCE OF THE SCOTIA COMMUNITY SERVICES DISTRICT BOARD OF**  
**DIRECTORS**  
**AMENDING ORDINANCE 2021-4~~8~~ TITLE VI – STORM DRAINAGE**

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

**Section 1:** Title VI (Storm Drainage) is hereby adopted as follows:

**TITLE VI - STORM DRAINAGE**

**CHAPTER 1 – BASIS OF AUTHORITY AND PURPOSE**

**SEC. 1.01. BASIS OF AUTHORITY.** Ordinance 2017 – 2 dated 2/16/2017. Amended with Ordinance 2021-4 dated 4/15/21; amended with Ordinance 2021-8 dated 9/16/21.

**SEC. 1.02. PURPOSE AND POLICY.** The purpose of this ordinance is to provide for the ongoing operation, maintenance, expansion, enhancement, construction, renovation, and rehabilitation of the District storm drainage improvements and facilities that provide special benefits to properties within the District, including incidental expenses and debt services for any bond(s), loans, or other repayment plans incurred to finance capital improvements. This article is intended to implement the provisions of Article 4 of Chapter 6.4, of the Benefit Assessment Act of 1982, [Act]) of the California Government Code (State of California, 1982) herein referred to as the "Act." Pursuant to the Act, the District is the legislative body for the Storm Drainage District and may levy annual assessments and act as the governing body for the operations and administration of the District. This title sets forth the standards, processes and fees associated with storm drainage services, adequate regulation of use, construction, and maintenance; and to provide procedures for complying with the requirements placed upon the District by other regulatory agencies.

**CHAPTER 2 – DISTRICT DESIGNATED STORM DRAINAGE**

**SEC 2.01. STORM DRAINAGE RESPONSIBILITY AND DEFINITION.** The District will own and maintain all dedicated storm drainage as adopted by resolution of the District. Storm drainage facilities are defined as the system of ditches, pipes, catch basins, gutters, drain inlets, manholes, outfalls, and all other associated infrastructure owned and/or operated by the District, which carries stormwater and surface waters or groundwater and drainage, but excludes wastewater and polluted industrial wastewater.

**CHAPTER 3 - GENERAL PROVISIONS**

**SEC 3.01. RULES, REGUALTIONS, AND RATES.** The Board reserves the right and power to from time to time by resolution adopt rules and regulations for the operation and maintenance of the storm drainage facilities of the District, and may likewise by resolution

establish and modify the rates, charges, and penalties, consistent with, the Engineer's Report for Assessment of Storm Drainage Benefits ~~completed by SHN Engineers and Geologists~~, which is on file in the District office and on the website.

**SEC 3.02. FEE CHARGE FIXED BY RESOLUTION.** The District Board shall, by resolution, adopt an annual Master Fee Schedule of service charges and fees which enable the District to operate and maintain District facilities including the storm drainage system. The charges/fees shall be levied against the owner or tenant of any developed parcel of property that discharges stormwater runoff into the District's drainage system.

**SEC 3.03. BILLING.** The regular billing period will be for each calendar month, ~~or bimonthly~~, as determined by the Board. Annual Benefit Assessments, such as the Storm Drainage Assessment, ~~is~~ are billed ~~on an annual basis~~ once per year, typically on the August bill. Opening and closing bills for less than the normal billing period shall be prorated on a daily-use basis. Bills for service shall be rendered at the beginning of each billing period and are payable upon presentation and due within 30 days. Charges are outlined in the Master Fee Schedule. Charges which are not paid on or before the day of delinquency shall be subject to a penalty in accordance with California Government Code §61115.

**SEC. 3.04. COLLECTION.** All unpaid charges and penalties herein provided may be collected by suit, collection agency, application to the County tax roll, or any other method as determined by District. Defendant shall pay all costs of suit in any judgment rendered in favor of District.

**SEC. 3.05. COLLECTION BY INTERAGENCY INTERCEPT PROGRAM.** As an alternate to any of the other procedures herein provided, the District may collect unpaid charges through the State of California Interagency Intercept Program or other collection agency as determined by the District. Upon submitting an unpaid charge to the collection agency, the District will also notify the customer at the last known customer address. Customers may appeal said submittal by filing an appeal with the District.

**SEC 3.~~0406~~. VANDALISM.** No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is part of the District's storm drainage system. Any person violating this provision shall be subject to the penalties provided by law.

**SEC 3.~~0507~~. ENCROACHMENT PERMIT.** A District Encroachment Permit (Permit) is required for any activities, materials, and equipment which will occupy the District's right-of-way, including but not limited to, alleys, sidewalks, and streets. The Permit is required for any excavation within the District's right-of-way. An encroachment shall include, but is not limited to, any tower, pole, pipeline, private pipe, private pipeline, non-standard driveway, private road, fence, billboard, stand or building, or any structure or object of any kind, which is placed in, under, or over any portion of the District's right-of-way.

The Permit provides the necessary regulations for the encroachment process, to safeguard the public interests in the District roadway facilities, and pedestrian access areas for the safety and convenience of the traveling public.

The Permit constitutes written permission, from the District, to encroach within the District's right-of-way as set forth in the Permit. A Permit may be granted, by the District,

to a property owner, a contractor, or a public utility. A Permit for a property owner shall specify whether the work is to be performed by the property owner or a contractor. Any property owner, contractor, or public utility performing work within the District's right-of-way shall provide the District with the required Certificate(s) of Insurance and Endorsement(s) as identified in the District's Application for Encroachment Permit form. The applicant(s) shall also provide additional project and design information as required by the District's Application for Encroachment Permit form.

All Permits, other than those issued to public agencies or a public utility with legal authority to occupy the public road right-of-way, are revocable on five (5) days' notice. The encroachment must be removed or relocated as specified by the District General Manager. Encroachments not removed within the specified time shall be removed by the District, or their authorized contractor, at the cost of the property owner. Any encroachment determined by the District to obstruct or prevent public use of the District's right-of-way, consisting of refuse, causing a traffic hazard, or impeding pedestrian access shall be removed immediately.

No unauthorized person shall uncover, make any connection with or opening into, use, alter, regrade, or disturb any portion of the District's storm drainage system or appurtenances or perform any work on any portion of the system without first obtaining a written Permit from the District.

Costs associated with Encroachment Permits shall be reflected in the District's Master Fee Schedule. Encroachment violation fees will be charged to the property owner in addition to an encroachment permit for investigation of unpermitted construction at actual cost to the District.

### **SEC 3.~~0608~~. DISCHARGE OF POLLUTANTS.**

- A. The discharge of non-stormwater into storm drains is prohibited. All discharges of material other than stormwater must comply with a National Pollutant Discharge Elimination System (NPDES) permit issued by the North Coast Regional Water Quality Control Board (RWQCB) for the discharge.
- B. Exceptions to Discharge Prohibition. The following discharges are exempt from the prohibition set forth in subsection (A) of this section:
  - 1. The prohibition on discharges shall not apply to any discharge regulated under a NPDES permit issued to the discharger and administered by the RWQCB under authority of the United States Environmental Protection Agency (EPA); provided, that the discharger is in full compliance with all requirements of the permit and other applicable laws or regulations.
  - 2. Discharges from the following activities will not be considered a source of pollutants to waters of the United States when properly managed: water line flushing and other discharges from potable water sources, landscape irrigation and lawn watering, irrigation water, diverted stream flows, rising ground waters, infiltration to storm drains, uncontaminated pumped ground water, foundation and

footing drains, water from crawl space pumps, air conditioning condensation, springs, individual residential car washing, fundraising car washing that does not exceed two consecutive days, flows from riparian habitats and wetlands, flows from firefighting, or permitted use of reclaimed water.

**SEC 3.~~0709~~. DISCHARGE IN VIOLATION OF PERMIT.** The RWQCB may issue an NPDES permit for stormwater discharges to the District. Any discharge that would result in or contribute to a violation of that permit and any amendment, revision or re-issuance thereof, either separately considered or when combined with other discharges, is prohibited. Liability for any such discharge shall be the responsibility of the person(s) so causing or responsible for the discharge, and such persons shall defend, indemnify and hold harmless the District in any administrative or judicial enforcement action relating to such discharge.

**SEC 3.~~0810~~. UNAUTHORIZED DISCHARGE AND UNAUTHORIZED CONNECTIONS.** The establishment, use, maintenance, or continuance of unauthorized connections into the District storm drains, and/or the commencement or continuance of unauthorized discharges into the District storm drains is prohibited. This prohibition is expressly retroactive and applies to connections made in the past, regardless of whether made under a permit or other authorization or whether permissible under the law or practices applicable or prevailing at the time of the connection.

**SEC 3.~~0911~~. REDUCTION OF POLLUTANTS.** Any person engaged in activities which will or may result in pollutants entering the District storm drains shall undertake all practicable measures to cease such activities, and/or eliminate or reduce such pollutants. Such activities shall include, but are not limited to, ownership and use of parking lots, gasoline stations, agricultural facilities, industrial facilities, commercial facilities, restaurants, and stores fronting District streets or runoff into any District infrastructure.

- A. Littering. Except for pollutants lawfully disposed of by way of containers or at a licensed dumping ground, no person shall throw, deposit, leave, maintain, keep, or permit to be thrown, deposited, placed, left or maintained, including but not limited to, any refuse, rubbish, garbage, yard waste, automotive waste, or other discarded or abandoned objects, articles, and accumulations, in or upon any street, alley, sidewalk, storm drain, inlet, catch basin, conduit or other drainage structures, business place, or upon any public or private lot of land or other premises in the District, so that the same might be or become a pollutant discharged to any watercourse.
- B. Standard for Parking Lots and Similar Structures. Persons owning or operating a parking lot, gas station, area of pavement, or similar impervious structure shall remove pollutants and litter as frequently and thoroughly as practicable in a manner that does not result in discharge of pollutants to the District storm drains.
- C. All construction plans and applications for building permits shall consider the potential for erosion and sedimentation runoff from the construction site and shall include appropriate erosion and sedimentation controls. Appropriate controls shall be determined in accordance with the guidance provided in the CALTRANS handbook or similar technical manual and may include site planning considerations, construction

staging and timing, and installation of temporary detention ponds or other treatment facilities.

Prior to and/or during construction, the District General Manager or authorized designee may establish controls on the volume and rate of stormwater runoff from new construction as may be appropriate to minimize peak flows or total runoff volume. These controls may include limits on impervious or area provisions for detention and retention of runoff on site.

### **SEC 3.~~4~~12. WATERCOURSE PROTECTION.**

- A. Every person owning, occupying, leasing, renting, or in control of premises through which a watercourse passes shall:
  - 1. Keep and maintain that part of the watercourse within the property reasonably free of trash, debris, excessive vegetation, and other obstacles which would and/or could pollute, contaminate, or significantly hinder the flow of water through the watercourse;
  - 2. Protect and prevent deterioration of existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse; and
  - 3. Shall not remove healthy bank vegetation without District approval.
- B. No person shall commit or cause to be committed any of the following acts, unless a written Permit has first been obtained from the District General Manager:
  - 1. Discharge into or connect any pipe or channel to a watercourse;
  - 2. Modify the natural flow of water in a watercourse;
  - 3. Deposit in, plant in, or remove any material from a watercourse including its banks, except as required for necessary maintenance;
  - 4. Construct, alter, enlarge, connect to, change, or remove any structure in a watercourse; or
  - 5. Place any loose or unconsolidated material adjacent to or within a watercourse to cause a diversion of the flow, or to cause a probability of such material being carried away by stormwater passing through such watercourse.

**SEC. 3.~~4~~13. ANNUAL INSPECTION OF PRIVATE FACILITIES.** The District General Manager or authorized designee has the duty and the responsibility to annually inspect all private facilities for any violation of the provisions of this ordinance.

The District General Manager or authorized designee may, within the limitations of the law, enter such building or premises at reasonable times to inspect the same for violations of this ordinance or to perform any duty imposed upon the District General Manager or



authorized designee by this ordinance; provided, that the District General Manager or authorized designee presents proper credentials to, and obtains consent from, the owner or occupant to enter.

In the event the owner and/or occupant refuse entry, the District General Manager shall request assistance of the District Legal Counsel to obtain an administrative warrant for the premises, pursuant to the provisions of California State Law.

Private facilities shall be responsible for the cost of inspection and any associated inspection costs including but not limited to testing. Inspection costs shall be determined by the District by resolution of the Board.

## **CHAPTER 4 – BENEFIT ASSESSMENT INTERPRETATION AND APPEALS**

**SEC. 4.01. INTERPRETATION.** The Storm Drainage Benefit Assessment (Assessment) uses a weighted method of apportionment, known as an Equivalent Benefit Unit (EBU) methodology, which uses a single-family home as the basic unit of assessment. The average structural area for residential properties in the District is represented by one EBU, which is calculated as 1500 square feet. The EBU methodology for assigning proportionality of benefit assessment was chosen because a majority of structures located within the District are of similar wood frame construction and all installed within a similar time period. Other land uses are converted to a weighted EBU based on an assessment formula that equates the properties specific characteristics associated with density factors to compare proportional benefit of each property as compared to a single-family home. Further details may be found in the SHN Engineer’s Report.

The Assessment was established with an annual 1.5% escalation factor to account for cost-of-living increases for an initial five (5) year period, beginning in fiscal year 2016/2017. The Assessment may also be increased, annually, to an amount not to exceed 3.0% based on the consumer price index (CPI) if approved by the District Board of Directors (BOARD).

Additionally, proposed changes to the Assessment may also occur based on “pass through” costs, which include the purchase of uncontrolled, mandatory services (such as, utility costs). Further details and an explanation may be found in the SHN Engineer’s Report.

Any new or increased Assessment, above the allowed CPI increase or “pass through” costs, would require a Proposition 218 proceeding and property owner approval.

**SEC. 4.02. APPEALS.** Any property owner who claims that the Assessment levied on their property is in error as a result of inaccurate or incorrect information being used to apply the method of assessment, may file a written appeal with the District General Manager. Any appeal is limited to the current fiscal year (July 1<sup>st</sup>, through June 30<sup>th</sup>). The District General Manager will review the appeal and determine what information will be required, by the District, from the property owner. The required information may include,



but is not limited to, an engineering firm analysis, floor plans, and a property parcel map. All costs for the required information will be paid by the property owner.

Any assessment dispute over the decision of the District General Manager shall be referred to the District Board. The decision of the District Board shall be final. Any approved changes, by the District General Manager or District Board, to the Assessment, within the current fiscal year, will be refunded by the District.

## **CHAPTER 5– ENFORCEMENT**

**SEC. 5.01. AUTHORITY.** California Government Code Section 61064(a) states the “violation of any rule, regulation, or ordinance adopted by a board of directors is a misdemeanor punishable pursuant to Section 19 of the Penal Code.” California Government Code Section 61064(b) allows any citation issued by the District for the violation of a rule, regulation, or ordinance adopted by the Board “may be processed as an infraction pursuant to subdivision (d) of Section 17 of the Penal Code.” Finally, Cal. Gov’t Code 61064(c) allows the Board to confer on “designated uniformed District employees the power to issue citations for misdemeanor and infraction violations of state law, city or county ordinances, or District rules, regulations, or ordinances when the violation is committed within a facility and in the presence of the employee issuing the citation. District employees shall issue citations pursuant to Chapter 5C (commencing with Section 853.5) of Title 3 of Part 2 of the Penal Code.”

**SEC. 5.02. DESIGNATED EMPLOYEES.** Each act that violates this Storm Drainage Ordinance is a violation of the Scotia Community Services District’s rules and shall constitute a separate offense. A violation of this section is punishable as a misdemeanor or infraction, chargeable at the District General Manager’s or District’s Legal Counsel’s discretion.

**SEC. 5.03. VIOLATIONS, ABATEMENT, RESOLUTION.** Any condition caused or allowed to exist in violation of any of the provisions of this ordinance constitutes a threat to the public health, safety and welfare, and is deemed and declared to be a public nuisance. This public nuisance may be summarily abated, and/or the property restored to its original condition, and/or enjoined or otherwise be compelled to cease and desist, by the District General Manager or authorized designee, or by actions taken by the District Legal Counsel.

### **A. Inspections and Sampling – Authority and Procedure.**

1. The General Manager or authorized designee has the duty and the responsibility to inspect all locations for any violation of the provisions of this ordinance. The General Manager or authorized designee may, within the limitations of law, enter such building or premises at reasonable times to inspect the same for violations of this ordinance or to perform any duty imposed upon the District General Manager or authorized designee by this ordinance; provided, that the District General Manager or authorized designee presents proper credentials to, and obtains consent from, the owner or occupant to enter. In the event the owner and/or occupant refuse entry, the District General Manager shall request assistance of the District Legal

Counsel to obtain an administrative warrant for the premises, pursuant to the provisions of state law.

2. The District General Manager or authorized designee has the right to and shall conduct routine sampling and monitoring on or adjacent to the premises under review. The cost of such routine sampling and/or monitoring activities, including test reports and results, shall be paid for by the property owner. The District General Manager or authorized designee may, within the limitations of law, enter such premises at reasonable times to conduct sampling and monitoring operations; provided, that the District General Manager or authorized designee presents proper credentials to, and obtains consent from, the owner or occupant to enter. In the event the owner and/or occupant refuse entry, the District General Manager shall request assistance of the District Legal Counsel to obtain an administrative warrant for the premises, pursuant to the provisions of state law.
3. Whenever the General Manager or authorized designee has reasonable cause to believe that the owner and/or occupant of a premises is engaged in an activity and/or operating a facility that is causing or contributing to stormwater pollution or contamination, unauthorized discharges, and/or the discharge of non-stormwater or other unlawful material to the storm drains, the District General Manager or authorized designee may require the owner and/or occupant to conduct sampling and/or monitoring activities on the premises, and to furnish such test results and reports as the District General Manager or authorized designee may determine. The burden and cost of undertaking such sampling and monitoring activities, including test results and reports, shall be paid for by the owner of the premises under review. The type and method of sampling and monitoring shall bear a reasonable relationship to the need for testing and monitoring and to the benefits to be obtained, as determined by the enforcement of the District General Manager or authorized designee.
4. Exigent Circumstances. Whenever a condition is found to exist in violation of this ordinance that presents an immediate and present danger to the public health, safety and welfare requiring immediate remedial action to prevent injury to persons or property, the District General Manager or authorized designee shall take whatever reasonable and appropriate action is necessary to neutralize the danger, including, but not limited to, entry upon private premises for inspection, sampling and monitoring, and abatement.

#### **SEC. 5.04. PENALTY.**

- A. It shall be unlawful for any person to violate any provision or to fail to comply with any of the requirements of this ordinance or the provisions of any ordinance adopted by reference by this ordinance. Any person violating any of such provisions or failing to comply with any of the mandatory requirements of this ordinance shall be guilty of a misdemeanor. Any person convicted of a misdemeanor under the provisions of this ordinance shall be punishable by a fine of not more than \$1,000 or by imprisonment in the county jail for a period not exceeding six (6) months, or by both such fine and

imprisonment. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this ordinance, or the provisions of any ordinance adopted by reference by this ordinance, is committed, continued, or permitted by such person and shall be punishable accordingly. Any violation of this ordinance which is declared to be a misdemeanor shall be considered and treated as an infraction subject to the procedures described in Cal. Penal Code §§ 19.6 and 19.7, when:

1. The District General Manager or District Legal Counsel files a complaint charging the offense as an infraction unless the defendant, at the time he/she is arraigned, after being informed of his/her rights, elects to have the case proceed as a misdemeanor; or
  2. The court, with the consent of the defendant, determines that the offense is an infraction in which event the case shall proceed as if the defendant had been arraigned on an infraction complaint.
- B. In addition to the penalties provided by this section, any condition caused or permitted to exist in violation of any of the provisions of this ordinance, or the provisions of any ordinance adopted by reference by this ordinance, shall be deemed a public nuisance and may be summarily abated by this District, and each day such condition continues shall be regarded as a new and separate offense.
- C. Each violation of this ordinance expressly declared to be an infraction is punishable by:
1. A fine not exceeding \$100 for the first violation;
  2. A fine not exceeding \$200 for the second violation of the same ordinance within one year;
  3. A fine not exceeding \$500 for each additional violation of the same ordinance within one year.

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

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

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

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

DATE: September 16, 2021

ATTEST:

APPROVED:

\_\_\_\_\_  
Clerk, Scotia Community Services District

\_\_\_\_\_  
President, Scotia Community Services District

Clerk's Certificate

I hereby certify that the foregoing is a true and correct copy of Ordinance No. 2021-8, passed and adopted at a regular meeting of the Board of Directors of the Scotia Community Services District, Humboldt County, California on the 16<sup>th</sup> day of September, 2021, by the following vote:

AYES: Ansted, Black, Newmaker, Pryor, Sellen

NOES: None

ABSENT: None

ABSTENTIONS: None

\_\_\_\_\_  
Clerk, Scotia Community Services District

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

DATE: January 19, 2023  
TO: Scotia Community Services District Board of Directors  
FROM: Leslie Marshall, General Manager and Julie Hawkins, Board Clerk  
SUBJECT: Discussion Regarding District Volunteers

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### **RECOMMENDATION:**

The Administrative staff recommends that the Board discuss District Volunteers

### **ACTION:**

Discussion Regarding District Volunteers.

### **DISCUSSION:**

The Board has expressed interest in opening projects up to volunteer contributions and work on various projects within the District.

Staff has investigated the matter in regard to policy, workers compensation, and Liability Waivers.

Policy examples are attached to the staff report for Board review.

Workers Compensation coverage is required in instances where direct supervision and direction by District Staff is unavailable. Adding volunteers to the District's Workers Compensation Policy requires adopting a resolution for volunteers, and is an approximate cost of \$0.33 per hour of volunteer work per volunteer, at a base minimum wage rate of \$15.50. So, approximately \$14.00 per year for 50 hours of volunteer labor. The insurance company however warns that any claims will increase the District's Workers Compensation policy amount substantially.

Legal Counsel also advised that while you may have volunteers sign Liability Waivers, this does not preclude the District from liability if the persons are performing work on District Property.

### **FISCAL IMPACT:**

Potential Workers Compensation expenses, as detailed above

### **ATTACHMENTS:**

Policy examples (4)  
Insurance Resolution Example

## 1095 VOLUNTEERS

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### 1095.1 Purpose

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The purpose of this policy is to encourage and enable Great Basin Unified Air Pollution Control District (District) Divisions to utilize and support volunteers. It is the intent of this policy that volunteering will be of mutual benefit to the volunteer and the District.

### 1095.2 Definition of a Volunteer

---

- A volunteer is an individual who performs hours of service for the District for civic, charitable, health, humanitarian, recreational, public safety, or general welfare reasons, without promise, expectation, or receipt of compensation for services rendered, except for reimbursement of expenses, nominal fees, or a combination thereof.
- Individuals shall be considered volunteers only when their services are offered freely and without pressure or coercion, direct or implied, from the District.
- An individual shall not be considered a volunteer if the individual is otherwise employed by the District to perform the “same type of services” as those for which the individual proposes to volunteer. The phrase “same type of services” means similar or identical services. The Fair Labor Standards Act prohibits such practice. In marginal cases, division volunteer coordinators shall contact Human Resources for clearance. Volunteers do not supplant District employees; they assist paid staff or provide services that constitute elements of regular District positions and augment the established and mandated services of the District.

### 1095.3 Requirements for Using Volunteers

---

Divisions utilizing volunteers will designate an employee who will be the division volunteer coordinator. The coordinator shall be responsible for:

1. Developing job descriptions and duties for volunteers.
2. Coordinating with Risk Management to ensure background checks are conducted for sensitive assignments. Sensitive assignments include, but are not limited to:
  - a. Assignments that involve access to or custody of cash, equipment, or confidential information; and
  - b. Assignments to District divisions that dispense District benefits to the public.

3. Ensuring that all volunteers complete and submit Volunteer Enrollment documents.  
Those documents shall be provided to Risk Management prior to the volunteer start date so that appropriate insurance may be maintained.
4. Obtaining clearance from Personnel and Risk Management for situations involving “same type of service” and “sensitive assignment” issues.
5. Ensuring that orientation and training is provided to the volunteer so that tasks may be performed in a safe manner.
6. Ensuring that volunteers are advised of and comply with applicable rules and regulations, including, but not limited to safe work practices and maintaining confidentiality.
7. Fully informing the volunteer of medical and liability coverage.
8. Notifying Risk Management of any incident with injuries, property damage or that may result in a claim.

#### 1095.4      Orientation and Training

---

Orientation of new volunteers provides them with background and general information about the department and enables the volunteers to understand how their volunteer position fits in with overall operations. The content of the orientation will vary from division to division depending on the special situations unique to each division. All volunteers must receive training necessary to enable them to do the work of their volunteer assignments. This training may be on-the-job or formal in-service group training. The training should take into consideration individual needs, knowledge, abilities, and skills and should focus on the tasks the volunteer will be performing. In most instances the supervisor will conduct on the job training.

#### 1095.5      Insurance

---

The District shall provide workers’ compensation, general liability, and automobile liability (for District vehicles) coverage for volunteers. Volunteers utilizing their own vehicles must provide proof of personal automobile liability insurance at least equal to the State of California minimums. In no instance is the volunteer’s travel to or from the designated worksite considered volunteer time, except when there is a change in location during an established shift.

#### 1095.6      Vehicle Operation

---

Volunteers may be authorized to operate personal or District vehicles in the course of their volunteer duties in accordance with the following procedures:

- Volunteer must authorize District to obtain DMV Driving Record-Pull Notice.
- DMV Record must exceed standards outlined on Volunteer Driving Standard Form.
- Volunteers must provide Proof of Insurance that meets the minimum requirements of the State of California if driving personal vehicles, and the volunteer's personal auto insurance is the primary insurer in the case of loss related to their volunteer service.

### 1095.7 Payment of Expenses, Benefits, or Fees

---

Volunteers may be paid expenses and nominal fees, or any combination thereof, for their service without losing their status as volunteers. Examples include, but are not limited to:

- Mileage reimbursement for specific functions requiring personal vehicle use.
- Reimbursement for tuition, training registration, transportation and meal costs involved in attending classes related to the work the volunteer is performing for the District.

### 1095.8 Right of Refusal and Termination

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The District accepts the service of volunteers with the understanding that such service is at the sole discretion of the District. The District retains the right to refuse the services of a volunteer or terminate the volunteer assignment at any time.

### 1095.9 Recognition

---

It is the policy of the District that volunteers receive recognition for their contributions. Such recognition may include:

- Thanking a volunteer for their efforts.
- Recognizing the volunteer's potential and using it.
- Asking the volunteer their opinion.
- Going to lunch occasionally with the volunteer.
- Receiving class credit for volunteer work.





# **Volunteer Program Manual**

**Established July 2012**

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## VALUED VOLUNTEERS

Thank you for your interest in the Jurupa Community Services District's Volunteer Program!

The Jurupa Community Services District initiated its Volunteer Program as a means of providing volunteer opportunities for youth, adults, and seniors. The Volunteer Program is coordinated by the District's Parks and Community Affairs Department.

The Volunteer Program's mission is to place volunteers in District facilities and in District-run programs to expand and enhance the services provided to the residents of the service area. The volunteer's role is to benefit the community by assisting District staff and enhancing District services. Volunteers should enjoy a satisfying service experience while helping the District improve the lives of its residents.

### Definition of a Volunteer

"Volunteer means any person who, of his/her own free will, provides goods or services, without financial gain..." (Government Code Section 3111).

### The Volunteer Program seeks to:

- Provide opportunities for volunteers to actively participate in, and make meaningful contributions to, the community.
- Provide volunteers with a positive service experience that, in turn, benefits the community.
- Expand and improve District services to the community.
- Build public awareness of the operation of local government.
- Develop closer ties with the community.
- Increase the effectiveness of District staff.

The District seeks volunteers who relate well with others, demonstrate a positive attitude, and are interested in providing service to the residents of the service area. Volunteers, like staff, are expected to provide high quality customer service. A customer includes everyone a volunteer comes in contact with, including residents, program/event participants, other volunteers, and staff.

By practicing good public relations, volunteer assignments will be enjoyable and rewarding. Always go out of your way to be courteous to the public and to your fellow team members. A courteous manner promotes favorable public relations and a cooperative work environment.

Residents often look to volunteers for assistance and their first impression of the Jurupa Community Services District may depend on you!

# VOLUNTEER QUALIFICATIONS

## Minimum Qualifications

All volunteers must be at least 13 years of age however, depending on the program worked, various age limits apply. Volunteers as young as 11 years old may volunteer as part of an organized youth group, such as a scout group or school youth group, as long as the group is supervised by an adult. Volunteer activity must be age appropriate as determined by District staff.

Volunteerism creates an opportunity for residents to have direct involvement in their own neighborhood and community. In an effort to create a sense of community pride, the District strives to recruit volunteers who live within the JCSD service area; however, individuals living in other areas are also welcome to volunteer with the program.

### **The following is required before individuals are accepted into the Volunteer Program:**

1. Complete a Volunteer Program Application (Applications available at the front desk of the JCSD office and on the District website at [www.jcsd.us](http://www.jcsd.us))
2. Be interviewed by the Volunteer Coordinator or his/her designee
3. Attend a volunteer orientation
4. Complete and sign a *Volunteer Services Agreement*
5. Sign a *Volunteer Manual and Orientation Acknowledgement*
6. Sign *Release of Liability and Assumption of Risk* (or if under 18 years old have form signed by parent or legal guardian)
7. Be fingerprinted
  - a. All volunteers working with children **must** be fingerprinted.
  - b. Volunteers applying for volunteer internships **must** also be fingerprinted.
  - c. Fingerprints are valid as long as a person continues to volunteer within the District. Should a volunteer no longer wish to volunteer for the District their file will be declared inactive. If a volunteer later wishes to return they must reenter the volunteer application process and be fingerprinted again.

## **PROGRAM COORDINATION**

A Jurupa Community Services District Parks Department Coordinator is responsible for overseeing the Volunteer Program. This individual is responsible for recruiting, screening, and referring volunteers to District programs and activities. The program coordinator acts as the main point of communication between volunteers and staff. This role includes assisting staff with filling a volunteer position and working with volunteers to determine the desired volunteer assignment. The Coordinator and District staff strives to keep volunteers informed throughout the year of upcoming volunteer opportunities. Supervision and evaluation of volunteers is important to ensure adequate training is provided and to verify satisfactory conduct and performance. The degree to which JCSD supervises and evaluates volunteers will be based on the length of the volunteer's activities of interest.

Volunteer assignments take into account interests, abilities, and vocational goals. Assignments are made based on the needs of District programs and events.

The District recognizes and applauds the volunteer efforts of various individuals and organizations in the local community. The District's Volunteer Program works cooperatively with existing volunteer agencies, service clubs, and church groups.

Please do not hesitate to contact the Coordinator at any time during your volunteer service. The Coordinator can be reached by calling (951) 685-7434 or by e-mail at [info@jcsd.us](mailto:info@jcsd.us). The Coordinator's office is located in the Parks and Community Affairs Department on the second level of the Jurupa Community Services District Building, located at 11201 Harrel Street, Mira Loma.

### **Site Supervisor**

The site supervisor oversees the program or activity in which a volunteer has been assigned to work and is the individual that the volunteer should first come to with a question, problem, or concern. The site supervisor is responsible for volunteer training, scheduling assignments, and providing on-site supervision.

# **VOLUNTEERS PROGRAM PROCEDURES**

## **Volunteer Assignment and Schedule**

The Coordinator will make every effort to place volunteers with desired assignments based on availability. Duties and hours may vary depending on the program or activity.

All volunteer assignments and schedules will be mutually agreed upon by the District and the volunteer.

## **Identification**

If a volunteer identification or name badge is issued, it should be worn whenever on duty.

## **Timesheets**

Timesheets are provided for volunteers to sign in and out when reporting for a scheduled assignment. Accurate and up-to-date records are important to both the District and the volunteer as this information is used for purposes of volunteer recognition and Volunteer Program reports.

## **Facility Regulations**

- Volunteers are to use the public facility entrances to report to their assignment.
- Volunteers who work with children should always work in areas in sight of staff.
- Volunteers are welcome to use staff break and restroom facilities; see the Site Coordinator for locations.
- Due to the recognized danger to the health of smokers and non-smokers alike, smoking in all District facilities shall be prohibited at all times except in designated areas. For the purpose of this document, smoking shall include cigarette, cigar, or pipe smoke, or any other like substance, lighting such a substance, and/or carrying a burning pipe, cigar, cigarette, chew, or like substance of any kind.
- Volunteers should avoid personal phone calls, visits, or other interruptions while on duty. If someone should need to reach a volunteer on duty, they should be advised to identify the individual as a volunteer. District staff members may not be familiar with all volunteers by name.

## **Customer Service**

When addressing a customer in person, remember to:

- Listen actively to determine the customer's needs
- Always remain calm, courteous, and professional
- Show you care by making the customer feel important
- Make the extra effort to help the customer solve his/her problem
- Maintain eye contact and focus attention on the customer
- Be aware of personal appearance and gestures
- Be sure to smile
- If unable to help the customer, refer them to the Parks Department

## Telephone Manner

Volunteers may be assigned to positions that require assistance with answering telephone calls.

The following guidelines are important because a volunteer's telephone manner often forms an impression of District operations.

- When telephoning, be courteous, use the name of the other person on the line, end the call graciously, and hang up gently.
- When answering the telephone, always answer the phone within three rings, greet the caller pleasantly, identify the office and yourself, and apologize for any delays. Try to determine the customer's needs and inform the customer how you will be meeting these needs.
- When transferring a call, explain why the call must be referred to another person and stay on the line until the transfer is completed. Explain the customer's needs to the individual receiving the transfer so the customer does not have to repeat the information.
- If taking a call for someone who is unavailable, take a written message and be sure to promptly deliver it to the individual receiving the call. Finally, be sure to thank the customer for calling.

Always keep in mind that treating the customer with respect will go a long way in helping you carry out the District's mission.

## COMPLIANCE WITH LAWS, REGULATIONS, AND ORDERS

### General Information

- Volunteers shall not knowingly violate any Federal statute, State law, or Local ordinance.
- Volunteers shall conform to, and abide by, the JCSD Volunteer Program Manual.
- Volunteers shall obey and properly execute all lawful orders issued by any supervisor who is acting in an official capacity.
- Volunteers who violate rules, regulations, or policies of the District or Parks and Community Affairs Department, or who commit any misdemeanor or felony, shall be subject to dismissal. The commission or omission of any other act, contrary to good order and discipline, shall also be subject to disciplinary action.
- Volunteers arrested for any offense, other than an infraction under the Vehicle Code, shall promptly notify the Coordinator and provide him/her with the facts regarding the arrest.
- Volunteers shall not appropriate any District property for their own use.

### Reassignment/Termination

Volunteer placement with a District program, event, or service is not considered permanent. Should a volunteer desire a reassignment, he/she should contact the Coordinator. Volunteers are asked to give as much notice as possible if resigning or interrupting a volunteer assignment for an extended period of time.

A volunteer may be subject to disciplinary action if he/she does not meet basic program standards established in this Volunteer Program manual, service agreements, and position descriptions. The District utilizes “progressive discipline”, whereby discipline will become more severe in the case of repeated violations of volunteer requirements.

According to the severity of the offense, and any prior violation history, disciplinary actions may include, but are not limited to, the following:

- Verbal reprimand
- Written reprimand
- Suspension
- Dismissal from the Volunteer Program
- Arrest and prosecution

Either the Site Supervisor or Coordinator has the right to terminate any volunteer arrangement.



## **Employment**

The Jurupa Community Services District has no obligation to place, interview, or hire a volunteer for any paid position.

## **Health and Safety**

The Jurupa Community Services District is concerned about your health and safety. Cal-OSHA regulations are in effect. Regular inspections of all District facilities are conducted to ensure compliance with regulations that guarantee safe working conditions for volunteers.

Volunteers should immediately report to their Site Coordinator every incident of injury or damage to public or private property, regardless of severity.

Volunteers are also asked to immediately report illnesses, unsafe conditions, safety hazards, unsafe equipment, and/or unsafe practices by others in the workplace.

All District volunteers are responsible for contributing to workplace safety by:

- Observing safety rules and regulations at all times
- Exercising maximum care and good judgment at all times to prevent accidents and injuries
- Keeping work areas clean, orderly, and free of hazards
- Asking supervisors for instruction prior to performing new tasks or using new equipment
- Dressing in attire suitable for performing the job
- Promoting safety among other volunteers and employees, communicating safety information, and aiding new volunteers in developing safe work habits
- Correctly lifting and properly handling materials. At no time should a volunteer lift an object over 50 pounds on his or her own without assistance
- Notifying your supervisor before the beginning of the workday when taking prescription medications, which may cause reactions such as drowsiness, fatigue, dizziness, impaired vision, or judgment
- Knowing the location of fire extinguishers in your work area
- Avoiding horseplay and refraining from distracting others

## **Drug and Alcohol Policy**

The possession or consumption of alcohol or unlawful possession of drugs during a volunteer shift or while engaged in District business at any time is strictly prohibited. This includes all forms of alcohol, narcotics, depressants, stimulants, hallucinogens, marijuana, and any other substances.

Volunteers taking prescribed or over-the-counter drugs that may affect job performance or behavior must advise the Coordinator that they are taking such drugs for medical reasons.

The District intends to provide a working environment that is safe and free from the use of drugs and/or alcohol. The use of controlled substances is inconsistent with the behavior expected of volunteers, and subjects all employees, volunteers, and visitors to our facilities to unacceptable safety risks. Use or possession of illegal substances will result in immediate termination of volunteer status.

### **Harassment and Discrimination**

The District is committed to providing a work environment in which all individuals are treated with respect and dignity, free of discrimination. Each individual has the right to work in a professional environment that promotes equal opportunities and prohibits discriminatory practices, including sexual harassment.

The District expressly prohibits any form of harassment based on race, color, religion, sex, national origin, age, marital or veteran status, the presence of a medical condition or disability, or any other legally protected status.

### **Political and Religious Discussion**

Volunteers, while representing the District, shall not engage in political or religious discussions. They shall not speak disparagingly of the nationality, color, creed, or belief of any person.

### **City Vehicles**

Volunteers may not drive District vehicles under any circumstances.

### **Gifts and Favors**

Volunteers, individually or collectively, shall not solicit or accept any gift, reward, fee, loan, or gratuity for services rendered or for the performance of their duties.

Volunteers shall not use their position to seek free admission to places of amusement, sporting events, etc. and shall not solicit free meals or transportation, or any other favors or gratuities that would not ordinarily be afforded by private individuals.

### **Tax Deductions**

Some expenses related to volunteering are deductible if an individual files Form 1040 and itemizes deductions on Schedule A. Since tax laws change every year, it is best to consult one's own accountant or the *IRS Publication 526--Charitable Contributions* for current information.

## **VOLUNTEER RECOGNITION**

Volunteers are important to the Jurupa Community Services District and, in an effort to recognize the tireless efforts of volunteers; recognition is an important component of the Volunteer Program. Recognition may take many forms, depending on the nature of the volunteer roles. Recognition could include an individual certificate of appreciation, acknowledgement posted on the agency website, to personal recognition at a district-wide special event or banquet. Certain assignment areas may hold social and recognition events throughout the year to honor their volunteers.

### **Shining Stars Event**

Volunteers who have given at least 300 hours of service to the District in the previous calendar year may be recognized at the Shining Stars event held annually. The event recognizes individuals and organizations that contribute time and energy to making a difference in their community.

Nominations for the Shining Stars event are accepted in the following award categories: Youth; Adult; Senior; and Organization. Award recipients may be recognized in each of these categories for their leadership, innovation, spirit of service, and initiative. Special awards can be given to recognize volunteers who have demonstrated significant Lifetime Achievement and Corporate Responsibility. A Medal of Valor award is also available to recognize a person or organization that has performed an act of extraordinary valor, heroism, or unselfishness in the service area.

Volunteers who have completed service or activities in the District within the past 12 months are eligible for nomination. Individuals or groups who received the award in the past are not eligible to receive an award in the same category for two years. Nominees and award recipients are honored at a reception, hosted by the District.

Residents are encouraged to nominate individuals and organizations that deserve recognition. Nomination forms may be picked up at the front desk of the JCSD office and are also available at [www.jcsd.us](http://www.jcsd.us). Forms must be submitted by the designated deadline.

## BEFORE ACCEPTING A VOLUNTEER ASSIGNMENT

- **VISIT THE LOCATION** before making a commitment. Get a sense of the staff, clients, and overall environment of the volunteer location.
- **BE REALISTIC AND CLEAR** about the volunteer time commitment. It is easier to start small and increase the time commitment than to back out because of an overwhelming schedule.
- **FIND OUT THE AGENCY'S PURPOSE** and how the role of the volunteer fits into that purpose. Sometimes, what may seem an insignificant contribution makes all the difference to those being served.
- **ASK FOR A JOB DESCRIPTION** of volunteer work. It helps decide if the work is an appropriate "fit," and provides a set of standards or expectations when beginning a volunteer assignment.
- **ASK ABOUT TRAINING** and/or supervision. Will the necessary support be provided to be successful?
- **VOLUNTEERING SHOULD BE AN OPPORTUNITY** for personal and professional growth. Request an evaluation of volunteer work performance, or a letter of recommendation, and list quality volunteer service as a future work reference.
- **ENTHUSIASM IS THE KEY.** Be excited about a program!
- **GO FOR IT!** Volunteering requires no special degree or prior experience. It is simply a willingness to want to help. The rest will take care of itself.

## **GREAT EXPECTATIONS!**

### **What the District expects of volunteers:**

1. To adhere to the same rules, regulations, and standards as paid staff.
2. To be prompt and reliable in reporting for duty. If you are unable to report as scheduled, please notify your site supervisor as early as possible.
3. To work a determined number of hours according to a mutually agreed upon schedule.
4. To complete time sheets in order to keep an accurate record of hours served.
5. To attend orientation and training sessions as provided.
6. To treat the public and fellow workers honestly and politely at all times.
7. To consult with the site supervisor before assuming any new responsibilities.
8. To protect confidential information and exercise good judgment, remembering that you are seen as a representative of the Jurupa Community Services District.
9. To say NO if you cannot or do not wish to volunteer for something.

### **What is expected of District staff:**

1. To provide adequate orientation and training to prepare the volunteer for a successful service experience.
2. To be prepared for the volunteer to work. This includes providing proper supervision, supplies, and workspace.
3. To treat the volunteer as a respected member of the work team.
4. To keep volunteers informed of any changes in policies or procedures.
5. To maintain accurate records of volunteer hours and service.
6. To provide recognition and show appreciation for the contributions of the volunteer on an on-going basis.

# **VOLUNTEER FORMS**

**Volunteer Application**

**Volunteer Services Agreement**

**Volunteer Manual and Orientation**

**Release of Liability and Assumption of Risk**

**Sample Volunteer Time Sheet**

**Sample Volunteer Evaluation**

# VOLUNTEER APPLICATION

## *Jurupa Community Services District*

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

### Personal Information (please print):

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Male \_\_\_\_ Female \_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ E-mail address: \_\_\_\_\_

Home Phone #: \_\_\_\_\_ Alternate Phone #: \_\_\_\_\_

Do you have transportation? Yes \_\_\_\_ No \_\_\_\_

Please list any physical limitations: \_\_\_\_\_

In addition to English, please list any languages spoken: \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

Please tell us briefly why you wish to volunteer and how you can contribute to the Jurupa Community Services District:

\_\_\_\_\_

### School Information:

Are you volunteering for school credit? Yes \_\_\_\_ No \_\_\_\_

If yes, how many hours do you need? \_\_\_\_ By what date do the hours need to be completed? \_\_\_\_

In conjunction with a club/organization? Yes \_\_\_\_ No \_\_\_\_

If yes, name of club/organization: \_\_\_\_\_

### Availability:

Total number of hours per week that you'd like to volunteer: \_\_\_\_\_

On the following days, please indicate the hours that you are available:

MONDAY \_\_\_\_\_  
TUESDAY \_\_\_\_\_  
WEDNESDAY \_\_\_\_\_  
THURSDAY \_\_\_\_\_

FRIDAY \_\_\_\_\_  
SATURDAY \_\_\_\_\_  
SUNDAY \_\_\_\_\_

*The Jurupa Community Services District considers volunteer applicants for all positions without regard to race, color, religion, sex, national origin, age, marital or veteran status, the presence of a medical condition or disability, or any other legally protected status. Individuals must be 13 years of age or older to participate in the Volunteers in Action program.*

**In order to better match you to volunteer opportunities, please indicate your interests and your skills.**

**Volunteer activities of interest:**

**Parks Department**

- ☐ Project Volunteer (ages 16+)
- ☐ Homework Club Tutor/Kids Zone Program (ages 16+)
- ☐ Senior Mentoring Program (ages 50+)
- ☐ Special Events (16+)
- ☐ Survey Volunteer (ages 16+)
- ☐ Tiny Tot Reading Program (ages 18+)
- ☐ Volunteer Intern (ages 18+)
- ☐ Youth Basketball Coach (ages 18+)
- ☐ Youth Volleyball Coach (ages 18+)
- ☐ Youth Soccer Coach (ages 18+)
- ☐ Youth Baseball Coach (ages 18+)
- ☐ Youth Softball Coach (ages 18+)
- ☐ Youth Sports Assistant Coach (Ages 16+)
- ☐ Bulk Mail & Flyer Volunteer (ages 18+)
- ☐ Facility Greeter (ages 18+)

**Safety / Security**

- ☐ Neighborhood Watch Volunteer (ages 18+)
- ☐ Graffiti Cleanup
- ☐ Park Watch
- ☐ Green Team Program
- ☐ Adopt-A-Park Program

**Special Skills You Have to Offer:**

- ☐ Minor Carpentry
- ☐ Clerical Skills
- ☐ Clerical (filing, answering phones, etc.)
- ☐ Computers
- ☐ Landscape & yard projects
- ☐ Painting
- ☐ Translator
- ☐ Teaching Skills
- ☐ Other \_\_\_\_\_

**Miscellaneous**

- ☐ Other \_\_\_\_\_

**If you are registered with other volunteer groups, please list:**

\_\_\_\_\_

Return to:

**Jurupa Community Services District  
11201 Harrel Street  
Mira Loma CA 91752  
(951) 685-7434**



# Volunteer Services Agreement

The Jurupa Community Services District accepts \_\_\_\_\_ into the Volunteer Program. The program supervisors will ensure each volunteer's experience is productive, fun and rewarding. This agreement addresses the commitments made by both the District and the Volunteer.

## **I. Jurupa Community Services District Volunteer Program commits to the following:**

1. To provide information, training, and support for the Volunteer so that he/she may be confident in the assignment.
2. To provide diligent guidance, supervision, and feedback on performance.
3. To respect the skills, dignity, and individual needs of the Volunteer.
4. To be receptive to comments and suggestions from the Volunteer.
5. To treat the Volunteer as an important partner with the team of paid staff, jointly responsible for completion of the department's Mission.
6. The Jurupa Community Services District considers volunteer applicants for all positions without regard to race, color, religion, sex, national origin, age, marital or veteran status, the presence of a medical condition or disability, or any other legally protected status.

## **II. Volunteer commits to the following:**

1. To perform assigned volunteer duties to the best of his/her ability and to inform the department if changes in his/her situation or health would interfere with the safe performance of those duties.
2. To adhere to District and department rules, policies, and procedures, including record-keeping requirements and confidentiality of District and client information.
3. To respect the dignity and individual needs of peers and clients.
4. To meet time and duty requirements, or to provide adequate notice so that alternate arrangements can be made.
5. My current valid California driver's license number is \_\_\_\_\_. My automobile insurance is maintained with \_\_\_\_\_. I will notify you if my license or insurance is suspended, revoked, or not renewed at expiration.
6. To hold harmless the Jurupa Community Services District, its employees, officers, or agents from any liability arising out of my services as a volunteer, by executing a Release of Liability and Assumption of Risk document.

## **AGREED TO:**

Volunteer Signature: \_\_\_\_\_ Date \_\_\_\_\_

Coordinator Signature: \_\_\_\_\_ Date \_\_\_\_\_

# Volunteer Manual and Orientation Acknowledgment

In performing the service specified in my volunteer job description, I acknowledge:

- That I have attended the District's Volunteer Program orientation and have been given a Volunteer Manual which includes an overview of the program, my job description, policies and procedures, and safety information;
- That I have acquainted myself with what is required to perform my tasks, and represent that I have the skill and ability to perform them and know of no reason, medical or otherwise, which would prevent me from performing the tasks required;
- That I will adhere to the safety training provided by the supervisor and assume full responsibility for my own safety;
- That I will perform my volunteer service in compliance with the standards and specifications established for my position.

Volunteer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Volunteer Printed Name: \_\_\_\_\_

# Release of Liability and Assumption of Risk

I desire to participate, and/or allow my minor child, \_\_\_\_\_ ("my child" herein), to participate in the Jurupa Community Services District Volunteer Program ("Program"), which I understand may include, if assigned, sporting and other strenuous physical activities. I understand that while uncommon, serious accidents may occur while participating in the Program, and that participants may sustain serious or fatal injuries as a result. Knowing these risks, however, on behalf of me and/or my child I nevertheless expressly assume all such risks. Furthermore, in consideration of me and/or my child being permitted to participate in the Program, and to the maximum extent permitted by law, I hereby voluntarily waive and discharge in advance, any and all actions, causes of action and claims for personal injury, property damage and/or wrongful death that I, my child, and/or any of our heirs or other successors in interest may have, or that may hereafter accrue, as a result of such participation in the Program, including any transportation and/or all other activities incidental thereto. This release is intended to release, and hold harmless in advance, the Jurupa Community Services District, its officials, officers, employees and volunteers (collectively, "Sponsors") from any and all liabilities, claims and/or actions arising out of or connected in any way with my and/or my child's participation in the Program, even if caused by the active or passive negligence of any of the Sponsors. I further agree that under no circumstances will I, my child, or any of our heirs or successors in interest, prosecute any civil action or claim for personal injury, property damage or wrongful death against any of the Sponsors who, through active or passive negligence or otherwise, might be liable to me or my child, or any of our heirs or other successors in interest for damages.

I further expressly authorize the provision of emergency medical aid to me and/or my child, if needed during the Program.

**I AM SIGNING THIS DOCUMENT WITH THE INTENT TO RELEASE AND HOLD HARMLESS IN ADVANCE THE JURUPA COMMUNITY SERVICES DISTRICT, AND ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES AND VOLUNTEERS FROM ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE AND/OR WRONGFUL DEATH CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF ANY OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY LAW. I HAVE READ THIS DOCUMENT AND UNDERSTAND AND ACKNOWLEDGE THAT MY MINOR CHILD AND I ARE GIVING UP IMPORTANT LEGAL RIGHTS BY SIGNING THIS DOCUMENT.**

\_\_\_\_\_  
Printed Name of Adult or Child Applicant

\_\_\_\_\_  
Signature of Adult Applicant or Child's Parent/Guardian

\_\_\_\_\_  
Date

**If a minor (under 18 years of age) please provide:**

Parent/Guardian Name \_\_\_\_\_

Phone \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_

Phone \_\_\_\_\_

**Emergency contact(s):**

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Phone \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Phone \_\_\_\_\_

Special Health Information: \_\_\_\_\_

**SAMPLE**



## VOLUNTEER PROGRAM TIMESHEET

Volunteer: \_\_\_\_\_ Department: \_\_\_\_\_

Assignment: \_\_\_\_\_ Supervisor: \_\_\_\_\_

### Instructions:

1. Enter the total number of hours worked each day in the appropriate box, rounding hours to the nearest quarter of an hour.
2. For each week, add up all hours worked and enter total in the right hand column.
3. Add up total hours worked for the month and enter the total in the appropriate space provided.

## January 2012

Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total Weekly Hours
1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30	31					

Total hours for the month: \_\_\_\_\_

Volunteer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approval Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# JURUPA COMMUNITY SERVICES DISTRICT

## PARKS AND RECREATION DEPARTMENT

### VOLUNTEER JOB DESCRIPTION

**Job Title:** Neighborhood Watch Volunteer

**Objectives:** To promote citizens taking positive steps and working together with law enforcement to secure their own property and learn how to report suspicious activity around their homes to reduce burglary and other crimes.

**Duties and Responsibilities:**

- Acting as liaison between residents and Block Captain/Law Enforcement;
- Maintaining a "telephone chain" with current neighborhood watch block participants;
- Inviting new residents to join Neighborhood Watch;
- Participating in Neighborhood Watch meetings and training sessions;
- Communicating with neighbors to discuss crime issues, needs for assistance, and program suggestions;
- Recognize and report suspicious activity, including describing and reporting events, vehicles and persons;
- Displaying Neighborhood Watch signs.

**Qualifications and Requirements:**

- Reliable;
- Good communication and people skills;
- Organized.

**Commitment Required:**

- On-going assignment.

# JURUPA COMMUNITY SERVICES DISTRICT

## PARKS AND RECREATION DEPARTMENT

### VOLUNTEER JOB DESCRIPTION

**Job Title:** Homework Club Tutor/Kids Zone Program

**Objectives:** To provide tutoring, enrichment and/or specialized help for students in Kindergarten through 6<sup>th</sup> grades so that they can master necessary skills and strive for excellence in academics and beyond.

**Duties and Responsibilities:**

- Review student's materials then work one-on-one with the student;
- Assist students with practice in subject areas;
- Guide students in problem solving;
- Assist in program planning and evaluation;
- Discuss academic concerns with staff;
- Represent the Jurupa Community Services District in a positive and professional manner.

**Qualifications and Requirements:**

- Ability to read and write the English language;
- Interest in and comfort working with students in grades K – 12<sup>th</sup>;
- Patience;
- Enthusiasm;
- Strong desire to help students achieve their potential;
- Knowledge of subject area;
- Strong communication skills;
- Professionalism;
- Reliable;
- Strong work ethic, punctual, dependable;
- Participation in an orientation/training session.

**Commitment Required:**

- Two to four hours a week, typically weekday afternoons;
- Three month minimum.

# JURUPA COMMUNITY SERVICES DISTRICT

## PARKS AND RECREATION DEPARTMENT

### VOLUNTEER JOB DESCRIPTION

**Job Title:** Senior Mentoring Program

**Objectives:** To provide enrichment and/or general assistance to senior citizens.

**Duties and Responsibilities:**

- Assist seniors with everyday tasks;
- Expose senior to new and exciting activities;
- Guide seniors in problem solving;
- Assist in program planning and evaluation;
- Discuss concerns with staff;
- Represent the Jurupa Community Services District in a positive and professional manner.

**Qualifications and Requirements:**

- Patience;
- Enthusiasm;
- Strong desire to help seniors;
- Strong communication skills;
- Excellent customer services;
- Professionalism;
- Reliable;
- Strong work ethic, punctual, dependable;
- Participation in an orientation/training session.

**Commitment Required:**

- Two to four hours a week;
- Three month minimum.

# JURUPA COMMUNITY SERVICES DISTRICT

## PARKS AND RECREATION DEPARTMENT

### VOLUNTEER JOB DESCRIPTION

**Job Title:** Special Events

**Objectives:** To help plan, implement, and coordinate various assignments associated with special events in the community.

**Duties and Responsibilities:**

- Plan, coordinate, and assist with special events, including crowd control, entertainment and coordination with others;
- Provides assistance to staff and event attendees;
- Assists with program evaluation;
- Responds to questions from event participants;
- Greet attendees cheerfully;
- Answer customer event questions;
- Provide direction to attendees;
- Represent the Jurupa Community Services District in a positive and professional manner.

**Qualifications and Requirements:**

- Must be detail oriented and well-organized;
- Strong communication skills;
- Team player;
- Excellent customer service;
- Display and interest and understanding of the program;
- Professionalism;
- Reliable;
- Patient;
- Enthusiastic;
- Strong work ethic, punctual, dependable;
- Participation in orientation/training session;
- Ability to work on various projects and with an array of people.

**Commitment Required:**

- Minimum of one-time for a four hour commitment.



# JURUPA COMMUNITY SERVICES DISTRICT

## PARKS AND RECREATION DEPARTMENT

### VOLUNTEER JOB DESCRIPTION

**Job Title:** Tiny Tot Reading Program

**Objectives:** To increase an interest in reading and to assist toddlers in developing language, comprehension, and listening skills.

**Duties and Responsibilities:**

- Read to a small group of children;
- Complete a short log listing books read;
- Represent the Jurupa Community Services District in a positive and professional manner.

**Qualifications and Requirements:**

- Attend a short training session;
- Ability to communicate in the English language;
- Ability to deal effectively with toddlers;
- Patience;
- Enthusiasm;
- Professionalism;
- Reliable;
- Strong work ethic, punctual, dependable;
- Participation in orientation/training session.

**Commitment Required:**

- One hour per week for a minimum of one month.

# JURUPA COMMUNITY SERVICES DISTRICT

## PARKS AND RECREATION DEPARTMENT

### VOLUNTEER JOB DESCRIPTION

**Job Title:** Intern

**Objectives:** To assist in the continuing efforts to educate the community about the Jurupa Community Services Parks and Recreation Department and to provide office assistance to staff.

**Duties and Responsibilities:**

- Assist with the development of programs and activities;
- Provide customer service to the community.

**Qualifications and Requirements:**

- Professionalism;
- Patience;
- Strong communication skills;
- Reliable;
- Excellent customer service skills;
- Undergraduate student working toward a BA;
- Some experience working with children and a recreation program preferable;
- Creative, flexible, and able to work with others;
- Strong work ethic, punctual, dependable;
- Excellent interpersonal skills with staff, children, and parents;
- Ability to effectively use a computer, including MS Office;
- Represent the Jurupa Community Services District in a positive and professional manner.

**Commitment Required:**

- Minimum 15 hours per week for up to six months.

# JURUPA COMMUNITY SERVICES DISTRICT

## PARKS AND RECREATION DEPARTMENT

### VOLUNTEER JOB DESCRIPTION

**Job Title:** Youth Sports Coach

**Objectives:** To create a positive learning environment where children learn sportsmanship, fundamental skills, teamwork, and responsibility while emphasizing skill development, fair play, and teamwork.

**Duties and Responsibilities:**

- Teach fundamental skills to children while emphasizing skill development, fair play, teamwork, sportsmanship, and fun;
- Be on time at all practices and games or find a replacement that is acceptable by the Parks and Recreation Department standards;
- Provide a safe environment for practice games by checking the condition of fields and equipment. Notify the Parks and Recreation Department as soon as possible to report any hazards;
- Teach skills in developmentally appropriate stages;
- Enforce all Parks and Recreation Department policies and rules;
- Be responsible for the children until they are released to a parent or guardian before leaving the gym/field;
- Provide proper first aid when injuries occur. Notify the Parks and Recreation Department as soon as possible and fill out and submit an accident report form to the Department on any injury that requires more than simple first aid. Call 911 for a severe injury;
- Report any problems with fields, equipment, player behavior, parent behavior, or officials to the Parks and Recreation Department;
- Abide by all officials' decisions;
- Be accessible by phone or email;
- Assist the officials in deciding when to cancel a game during inclement weather.
- Read and have all registration forms from your players at every practice and game. You will be responsible for knowing the existing medical conditions of your players that are listed on their registration form;
- Represent the Jurupa Community Services District in a positive and professional manner.

**Qualifications and Requirements:**

- Have a desire to work with children;
- Enthusiasm;
- Patience;
- Organization;
- Mature;
- Responsible;
- Reliable;
- Strong work ethic, punctual, dependable;
- Be available for games, practices, and meetings;
- Successfully pass an annual fingerprinting and background check;
- Strong communication skills with youth, parents, and JCSD staff.

**Commitment Required:**

- As necessary to attend games, practices, and meetings for an entire season.

# JURUPA COMMUNITY SERVICES DISTRICT

## PARKS AND RECREATION DEPARTMENT

### VOLUNTEER JOB DESCRIPTION

**Job Title:** Graffiti Abatement

**Objectives:** To assist in the identification and elimination of graffiti in the Jurupa Community Services District service area.

**Duties and Responsibilities:**

- Walk through inspections of various sites to inspect for graffiti;
- Contact the Parks Staff to report incidents of graffiti;
- Clean-up graffiti in areas reported to the Parks Staff;
- Represent the Jurupa Community Services District in a positive and professional manner.

**Qualifications and Requirements:**

- Good observational skills;
- Ability to walk and be outdoors for some time;
- Strong communication skills;
- Follow through on project;
- Enthusiasm;
- Reliable;
- Excellent customer service;
- Strong work ethic, punctual, dependable;
- Ability to work independently with minimal supervision;
- Training in graffiti removal techniques and for educating others.

**Commitment Required:**

- Minimum of eight hours a month for four month commitment.

# JURUPA COMMUNITY SERVICES DISTRICT

## PARKS AND RECREATION DEPARTMENT

### VOLUNTEER JOB DESCRIPTION

**Job Title:** Park Watch/Park Maintenance

**Objectives:** To provide assistance in maintaining parks facilities and provide for an exceptional experience for all visitors.

**Duties and Responsibilities:**

- Pick up litter and debris in park facilities;
- Place filled trash bags at the predetermined collection sites;
- Assist staff in identifying unusual park conditions, special projects, or park improvement;
- Identify and report inappropriate park use to the Park Ranger;
- Represent the Jurupa Community Services District in a positive and professional manner.

**Qualifications and Requirements:**

- Must wear appropriate personal protective equipment/gear;
- Be knowledgeable about safety procedures;
- Do not repair or attempt to repair equipment, report hazards to District Staff;
- Good observational skills;
- Ability to walk and be outdoors for some time;
- Good communication skills;
- Follow through on project;
- Enthusiasm;
- Professionalism;
- Reliable;
- Excellent customer service;
- Strong work ethic; punctual, dependable;
- Ability to work independently with minimal supervision;
- Participation in an orientation/training session.

**Commitment Required:**

- Minimum of eight hours per month for at least six months.

# JURUPA COMMUNITY SERVICES DISTRICT

## PARKS AND RECREATION DEPARTMENT

### VOLUNTEER JOB DESCRIPTION

**Job Title:** General Office Support / Facility Greeter / Bulk Mail and Flyer Volunteer / Survey Volunteer

**Objectives:** To provide assistance to District staff in conducting day to day office operations.

**Duties and Responsibilities:**

- Answering and making phone calls;
- Folding, stuffing and labeling envelopes for mailing;
- Assist in the preparing written materials;
- Photocopying, faxing, and filing;
- Represent the Jurupa Community Services District in a positive and professional manner.

**Qualifications and Requirements:**

- Comfortable with talking and directing phone calls as well as greeting patrons;
- Ability to work independently and follow instructions;
- Strong communication skills;
- Follow through on project;
- Patience;
- Enthusiasm;
- Excellent customer service;
- Strong work ethic, punctual, dependable;
- Ability to work independently with minimal supervision.

**Commitment Required:**

- Minimum two hours per week, three months minimum.

# JURUPA COMMUNITY SERVICES DISTRICT

## PARKS AND RECREATION DEPARTMENT

### VOLUNTEER JOB DESCRIPTION

**Job Title:** Green Team Program

**Objectives:** To assist in the identification and elimination of trash, dead plant material, and damaged sprinkler heads in the Jurupa Community Services District service area.

**Duties and Responsibilities:**

- Walk through inspections of various street sites to inspect for frontage issues;
- Contact the Parks Staff to report incidents of frontage issues;
- Clean-up frontage areas reported to the Parks Staff;
- Represent the Jurupa Community Services District in a positive and professional manner.

**Qualifications and Requirements:**

- Good observational skills;
- Ability to walk and be outdoors for some time;
- Strong communication skills;
- Follow through on project;
- Enthusiasm;
- Reliable;
- Excellent customer service;
- Strong work ethic, punctual, dependable;
- Ability to work independently with minimal supervision;
- Training in graffiti removal techniques and for educating others.

**Commitment Required:**

- Minimum of eight hours a month for a one-year commitment.



# JURUPA COMMUNITY SERVICES DISTRICT

## PARKS AND RECREATION DEPARTMENT

### VOLUNTEER JOB DESCRIPTION

**Job Title:** Adopt-A-Park Program

**Objectives:** To protect and enhance Jurupa Community Services District's neighborhood parks and open spaces by ongoing volunteer support and special events, and to educate JCSD residents about the importance of parks and open spaces.

**Duties and Responsibilities:**

- Walk through inspections of various parks to inspect for litter, leaves, and weeds;
- Contact the Parks Staff to report incidents of hazardous issues;
- Clean-up park areas reported to the Parks Staff;
- Represent the Jurupa Community Services District in a positive and professional manner.

**Qualifications and Requirements:**

- Good observational skills;
- Ability to walk and be outdoors for some time;
- Strong communication skills;
- Follow through on project;
- Enthusiasm;
- Reliable;
- Excellent customer service;
- Strong work ethic, punctual, dependable;
- Ability to work independently with minimal supervision;
- Training in graffiti removal techniques and for educating others.

**Commitment Required:**

- Volunteers perform tasks at their location a minimum of once per month for a one year commitment.

## VOLUNTEER EVALUATION

### Jurupa Community Services District

Name of Volunteer: \_\_\_\_\_ Period Covered: \_\_\_\_\_

Position(s): \_\_\_\_\_ Date of Evaluation: \_\_\_\_\_

GOALS	NOT MET	SATISFACTORY			SUPERIOR
1. _____	1	2	3	4	5
2. _____	1	2	3	4	5
3. _____	1	2	3	4	5

PROFESSIONALISM	NOT MET	SATISFACTORY			SUPERIOR
Representative of JCSD	1	2	3	4	5
Presents a helpful attitude towards visitors	1	2	3	4	5
Maintains adherence to Code of Conduct	1	2	3	4	5

RESPONSIBILITY	NOT MET	SATISFACTORY			SUPERIOR
Accessible to the public	1	2	3	4	5
Focuses on outcomes	1	2	3	4	5
Shows initiative	1	2	3	4	5
Flexibility	1	2	3	4	5
Attention to safety	1	2	3	4	5

COMMUNICATION	NOT MET	SATISFACTORY			SUPERIOR
Maintains open and effective communication with staff, other volunteers, contractors, and members of the public	1	2	3	4	5
Follows directions	1	2	3	4	5
Utilizes line of communication standards	1	2	3	4	5

DEPENDABILITY	NOT MET	SATISFACTORY			SUPERIOR
Meets commitments of hours and deadlines	1	2	3	4	5
Completes assignments in timely fashion	1	2	3	4	5
Adheres to assigned work schedule	1	2	3	4	5

Supervisor comments regarding above areas: \_\_\_\_\_

\_\_\_\_\_

**Volunteer comments regarding above areas:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Most significant achievement during period of evaluation:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Area(s) in which improvement, change, or further training would be desirable:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Significant goals for the volunteer to accomplish between now and the next evaluation:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Supervisor signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Volunteer signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# Volunteer Handbook

## Welcome to the RSRPD Volunteer Team

Thank you for joining the Rancho Simi Recreation and Park Districts (RSRPD) volunteer program. The volunteer program is here to support the Park District in bringing quality parks, programs, recreational activities and special events to the communities and residents within Simi Valley and Oak Park.

As a volunteer, know that you are a crucial part of several aspects of our organization's success. Without all the time and effort our volunteers commit to making a difference, we would not be as successful at meeting our goal in providing affordable and quality services to our community.

This handbook is designed to provide a basic overview of the policies and procedures, answer frequently asked questions, as well as help prepare you for the adventures ahead. As we grow and evolve our volunteer program, it is crucial that we continue to promote a favorable and lasting impression of the value of volunteers, as well as uphold the high standards of the Park District and the programs we support.

We hope that you find your time with the Park District's volunteer program to be fulfilling, and your volunteer experience with us, rewarding and positive.

## RSRPD Mission Statement

To enrich life in our community by striving to offer our residents the finest park system in the State of California. A system that provides parks that are maintained at the highest level possible, parks that are planned and developed through an innovative and creative thought process, and recreational programs and activities that promote and encourage a healthy lifestyle for the entire family. Our employees shall be those who are dedicated to serving the public with vigor and integrity. The District will help promote, protect, and preserve our natural hillsides and valleys for the enjoyment of future generations.

## RSRPD Volunteer Mission

The Volunteer Program is dedicated to supporting RSRPD, its employees and instructors, in providing the highest quality service, programs and events. We envision a volunteer program that can offer our volunteers a variety of opportunities to get involved with the community they live within. This vision includes our volunteers being an asset to the District's employees, instructors, event coordinators and community partners. To work together with the District, to provide our community the highest quality service we can provide

## Contact Information and hours

The volunteer staff is here to help you. Feel free to call the office during the hours of 8:30 am – 5:00 pm Monday through Friday.

Jeannie Liss, Recreation Coordinator: 805-584-4453 or [Volunteers@RSRPD.US](mailto:Volunteers@RSRPD.US)  
Responsible for overall volunteer program management and miscellaneous District events. Primary contact for group volunteer activities.

Janice Martin, Administrative Assistant: 805-584-4423 or [Volunteers2@RSRPD.US](mailto:Volunteers2@RSRPD.US)  
Responsible for maintaining volunteer website, information management, communications, and assisting with office operations. Primary contact for individual volunteer recruitment/placement.

## **Volunteer Policies**

The purpose of these policies is to bring together a set of guidelines to provide an understanding of the personnel and operational policies of the Volunteer office. These policies and procedures may be changed and/or updated at any time by the Volunteer office, or the District administration. When required, these guidelines may be modified in accordance with local or state laws. When changes are made, the Recreation Coordinator overseeing volunteers will notify volunteers using the most appropriate means of communication. Compliance with all provisions of these guidelines is expected of all volunteers of the Park District.

This manual is not, and should not, in any way be construed as a contract of employment.

## **Non-Discriminatory Policy and Non-Harassment Policy**

Rancho Simi Recreation and Park District (the “District”) does not discriminate against qualified volunteer on the basis of race, color, religion, gender, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, sexual orientation, or any other protected characteristic.

The District has a zero-tolerance policy concerning workplace harassment. Harassment is any oral, written, visual, physical or other form of conduct that denigrates, seeks to intimidate or coerce, discriminates against, or show hostility toward any person on the basis of race, gender, sexual orientation, gender identity, religion, creed, national origin, age, political affiliation, disability, pregnancy, marital or veteran status, or any other protected status. The District is committed to providing a volunteer/work environment free of discriminatory harassment.

## **Confidentiality**

Volunteers are expected not to disclose any confidential business, employee, volunteer or client information obtained in the normal course of their volunteer duties. Strictest confidentiality will be maintained always on the part of the District staff and volunteers.

## **Background Checks**

Because Rancho Simi Recreation and Park District is a service organization, we must screen all volunteers, 18 years of age and older, to ensure the safety of clients, staff, visitors and fellow volunteers. All results will be kept by the District H/R department and will remain strictly confidential.

## **Safety Practices**

Upon arriving at any new volunteer opportunity, you should:

1. Identify the person in charge, introduce yourself and sign into Cervis if available, or manually if available.
2. Be familiar with the location of the First Aid and “Injury or Incident” reports

- a. Report all injuries, no matter how minor, to a supervisor or instructor as soon as possible
  - b. Report unsafe conditions and practices immediately
  - c. Maintain good housekeeping duties pertaining to your work assignment.
3. In the event of an emergency while you are volunteering, have knowledge of where you should report.

### **Behavior and Appearance**

When volunteering for the Park District, you are a representative of the Park District and should always:

1. Follow the Districts guidelines and policies established
2. Each volunteer shall treat agency staff, clients, visitors, and other volunteers with courtesy, respect and kindness
3. Be understanding, patient, and helpful
4. Be reliable in fulfilling assignments
5. When volunteering for Rancho Simi Recreation and Park District, volunteers will refrain from the use of recreational drugs and alcohol on District premises, at any District event or any time you may be representing the District as a volunteer
6. Volunteers will refrain from imposing religious or political beliefs while volunteering.

### **Dress appropriately for your duties:**

- (1) Wear your volunteer T-Shirt when required
- (2) Wear comfortable, durable clothing
- (3) Clothes cannot be torn, frayed, dirty, or reveal cleavage, midriff or buttock
- (4) Clothing that has writing or art work/decals that promote violence, prejudice, vulgarity, or derogatory statements are not permitted
- (5) Only closed toe shoes

### **Policy regarding working with minors, special needs, public, other volunteers and staff**

#### **Volunteer Waiver**

#### **Volunteer website/Cervis**

<http://www.rsrpd.org/recreation/volunteers.php>

This is a dedicated website for RSRPD Volunteers. On it you will be able to:

- Register to become a volunteer
- View, register or cancel upcoming volunteer opportunities
- Submit, update or view service projects
- Add, view or update your profile information
- View, verify or print volunteer activity history (hours worked)
- Change password

## Volunteer Shifts

- If you are volunteering for an event that offers multiple shifts within the same day, know that if you volunteer for the first shift, you will be helping with the set-up of the event as well as assisting with running the event. If you sign-up for the last shift, you will be assisting with running the event and closing the event down.

## Attendance

Any absence causes problems for the supervisor/instructor in charge. You may be the only volunteer, which leaves the supervisor/instructor without assistance, or you may be preventing another volunteer from signing up for the event.

As a volunteer, we depend on you to complete your scheduled shift(s). We do understand that, from time to time, certain situations may arise that prevent you from doing so. Please alert your supervisor or volunteer office of any scheduled absences, illness or emergency as soon as possible, preferably 24 hours before your scheduled shift begins.

1. Please show up on time and stay for your entire shift
2. If you are late, sick, or going on vacation, please contact your supervisor or the Volunteer Coordinator to inform them ahead of time (24-hours if possible)
3. For all volunteer opportunities where the system does not require you to sign up for a specific shift, you must either sign in at the beginning of your shift and out at the end of your shift or keep track of your hours and submit them into the volunteer office for verification and entered into your volunteer profile.

## Volunteer Job Descriptions

The Park District does not require a minimum commitment from its volunteers. We do ask that when you volunteer for an opportunity, that you show up on time and ready to volunteer. That you fulfill your commitment, to the best of your ability, as a volunteer for the opportunity you selected. And that you give a minimum of 24 hours' prior notice if you are unable to fulfill your commitment.

**Special Events Volunteer** (Including, but not limited to: Art & Craft Fairs, Concerts, Carnivals, Veterans Day, Fishing Derby)

Basic Function: Assist the Recreation Coordinator in varying outreach activities and events, in presenting a successful event to our community.

Report to: The Recreation Coordinator in charge of the event

Duties and Responsibilities could include, but are not limited to:

- Event set-up or tear-down
- Monitor bounce house
- Face Painting
- Working in game booth/play area
- Assist with sled area
- Distribute information, brochures, and other materials
- Assist with crafting area
- Teen Events

### **Recreation Aide/Volunteer**

Basic Function: Assist District Instructors or staff with select classes, sports, Preschool, After School or Teen Clubs

Report To: Specific Instructor or staff member in charge

Duties and Responsibilities could include, but are not limited to assisting Instructor/Staff with:

- Monitoring children
- Homework
- Assist in training sports/fitness
- Outdoor play or crafts

### **Specialized Group Volunteer**

Basic Function: Working with Seniors and/or individuals with Special Needs

Report To: District staff or volunteer running volunteer opportunity

Duties and Responsibilities could include, but are not limited to:

- Assisting with individuals who may have a physical, emotional, behavioral, or learning disability or impairment during;
  - Field trips
  - Bowling
  - Dances
  - Social gatherings
- Assisting with senior programs such as:
  - Total Technology
  - Senior Games
  - Field Trips

### **Docent**

Basic Function: Work with other volunteers and/or Museum staff in maintaining the District owned trails and historical facilities

Report To: Senior Volunteer or District Staff in charge of location

Duties and Responsibilities could include, but are not limited to: Lead tours, lead nature walks or hikes, teach Simi history, maintain and/or improve facility or District trails, participate/assist with events at historical locations.

### **Clerical Assistance Volunteer**

Basic Function: Assist District staff with general office duties

Report To: District staff member in charge of opportunity

Duties and Responsibilities could include, but are not limited to: Some general clerical, filing, sorting, alphabetizing, assist in preparation for upcoming events, etc.

## **Recording Volunteer Hours**

It is important that volunteers keep track of their hours. The volunteer website records volunteer hours only when you register for an opportunity for a specific date and time. Any volunteer opportunity that is open ended, or allows the volunteer to work hours that are not specified in the website, will need to be entered daily by the volunteer, or submitted into the volunteer office for approval and entry into the volunteers' files. Manual timesheets are available from the volunteer office. Once completed, timesheets may be faxed, emailed, or mailed to the volunteer office. Volunteer hours must be reported to the volunteer office within a month from the original time worked.



1. When registering on CERVIS for a specific time slot opportunity, you may or may not need to sign in and out. Some supervisors will require you to sign in and out from your shift. Please ask upon reporting for your shift. If it is not required, you will receive credit for the hours once the event has ended.
2. If you are volunteering for a Service Project, you will need to either sign in and out or keep track of your time and submit the hours into the volunteer office. A Service Project is an opportunity listed without specific times. An example of a Service Project would be an After-School Club, where you can volunteer one day or five days a week. The schedule will be determined between you and your supervisor.
3. Periodically, please review your volunteer hours on CERVIS to ensure you are receiving credit for all your volunteer hours.

### **Volunteer Termination**

Serious problems occasionally make it necessary to dismiss an individual from an assignment or from the Rancho Simi Recreation and Park District volunteer program. Any action to dismiss a volunteer will receive careful, detailed and confidential consideration. A volunteer will be dismissed from the agency should policies and procedures be violated and/or if it becomes evident the best interest of the volunteer and/or the District are not being served.

A volunteer may be dismissed from the volunteer program for, but not limited to, any of the following reasons:

1. Violation of program policies
2. Inappropriate behavior with a client, staff member or other volunteers
3. Theft of property or money

### **Reasons to Volunteer**

In addition to the help you provide to the Park District and this community, several studies have indicated that volunteering helps make people happier, healthier and more satisfied with their own lives.

1. Make a difference in your community
2. Become a role model
3. Meet new people
4. Earn volunteer hours for college & scholarships
5. Explore new strengths
6. Make connections
7. Learn new skills
8. Personal satisfaction
9. Earn points to be applied to advancement and training

## **WHY YOU ARE SO IMPORTANT?**

It's a pretty common mistake to think of volunteering as just something nice that people can do. Sure, it may make them feel great about helping, but what impact does it really have?

- new ideas to enrich the existing program
  - ability to lessen the overall staff workload
  - capacity to expand services
  - refreshed energy
  - specialized skills and knowledge
- 
- Volunteers tutor, teach, mentor, coach, and support young people with everything from math homework to dealing with personal crises to football and soccer tournaments.
  - Volunteers take tickets at events, lead tours at museums and historical sites, and ensure that arts and cultural festivals—from small-scale gatherings to massive multi-stage concerts—run smoothly.

## **Volunteer Program Release and Waiver Form**

The single most important document that a volunteer must complete is the Volunteer Agreement form. All volunteers under the age of 18 must submit the form with the signature of a parent or legal guardian. Any volunteer 18 years of age and older will have accepted the waiver form electronically when registering on the volunteer website, Cervis. Without a Volunteer Agreement, a volunteer will NOT be allowed to volunteer.

## **Welcome and Introductions**

Good afternoon and welcome to the Rancho Simi Recreation and Park Districts volunteer orientation. We hope that you will find your time volunteering with the Park District rewarding as well as exciting. As a volunteer you will be asked to provide the highest level of support, assistance, and consideration to all of our participants, staff and co-volunteers.

The Park District considers our Volunteers to be an asset, not only to the Park District, but also the communities of Simi Valley and Oak Park. You make a real difference. By volunteering your time, you help the Park District to provide programs at a lower cost to our community, as well as supporting amazing events.

## **Who am I?**

My name is Jeannie Liss and I am a Recreation Coordinator for Rancho Simi Recreation and Park District (RSRPD). I, along with my assistant Janice Martin, oversee the volunteers and coordinate some of the Districts special events. Our goal is to connect our volunteers with our District staff and instructors, creating volunteer opportunities that will benefit everyone.

## **Who is RSRPD?**

Rancho Simi Recreation and Park District (RSRPD) is a separate government agency from the City of Simi and the County of Ventura. We are an independent, Special District, having our own separate Board of Directors, who are elected by our Districts' voters. As a Special District, we were formed in 1961 for the specific purpose of providing parks and recreation activities to our community. In 1961 we followed the same boundaries as the Simi Unified School District, which at that time included Oak Park. In 1972 Oak Park created its own School District, but the Park District continued to oversee both locations. (So, when you are looking at opportunities on our website, I try and put a SV or OP within each title. That will tell you the city the opportunity is located. You are welcome to volunteer at any location you choose, but this way you will have a better idea of which city the opportunity will be in.)

We are an organization of people, who work together for the mutual benefit of our community.

## **Some of the things that make our Park District special:**

1. District boundary covers approximately 113 square miles
2. 52 Parks throughout Simi Valley and Oak Park
3. 6,011 acres of open space, used for hiking, biking, horseback riding & wildlife preservation
4. SV's history has been preserved at:
  - a. Strathearn Historical Park and Museum
  - b. Santa Susana Train Depot
  - c. Corriganville Park – Tours
5. 2 – Equestrian Centers (Arroyo Simi Equestrian Ctr., Coyote Hills Park)
6. 10 Soccer Fields, 37 Ball Diamonds
7. 2 – Golf Courses (Simi Hills GC, Sinaloa GC)
8. 3 – Community Centers (2 – in SV, 1 – OP)
9. 50-Meter Pool
10. Now serving over 146,000 residents (127K S.V., 16.5K O.P., 2.8 K unincorporated)
11. All maintained by 80 F/T employees, 520 P/T employees and more than 600 volunteers

## **Our Budget**

1. The District Operates on approx. \$25 million. We receive that through:
  - a. Property Taxes
  - b. User Fees/Registrations
  - c. Golf Courses
  - d. Assessment

### **What our Park District offers our community (Not all needing volunteer assistance)**

1. Special Events
  - a. Halloween Carnivals, Easter Egg Hunts, Movies in the Park, Music in the Park, Arts & Craft Shows, 4<sup>th</sup> of July Fireworks and other seasonal events.
2. Recreation Classes (Approx. 300 different to choose from)
  - a. Dance, Theater, Gymnastics, Cheer, Martial Arts, Sports, Art, Music, Cooking, Sign Language, Babysitting, Safety Training, Personal Improvement, Dog Training, Fitness and more...
3. Sports
  - a. Aquatics (Open Swim, Safety & Swim lessons, Royal High School Swim & Water Polo Teams)
  - b. Adult (Slow pitch softball, Basketball, Volleyball ....)
  - c. Youth (Soccer, fencing, horseback riding, ice skating ....)
4. Alternative Recreation Programs
  - a. Especially designed for those with physical and/or mental disabilities
5. Specialty Areas
  - a. Teens
  - b. Outreach
  - c. Seniors
6. Youth Programs
  - a. Parent & Me
  - b. Preschool
  - c. After School Clubs (Elementary= 8 in SV, 3 in OP. Middle School Leadership= 3 in SV, 1 in OP)
  - d. Spring & Summer Camps
7. Community use of parks
  - a. Cajun Music Festival, Relay for Life, March of Dimes/Wag 'n Walk, RoundUp
  - b. Field use for Sports Play & Tournaments,
    - i. Santa Susana Boys Baseball, SV Little League, SV Baseball League, SV Youth Baseball, SV Girls Softball, Recreational Soccer organizations, Club Soccer organizations, Tackle Football, Club Lacrosse

### **Volunteering/Cervis**

Everyone here should have already registered in our volunteer website, Cervis. If you have not done so, I have a laptop here so that you can do so prior to leaving. For all of you parents here. If at the end of this presentation, you decide that some of this sounds good or that you might want to volunteer with your child at some point, if you register today, you will not have to sit through this orientation again in the future. 😊

Also, hopefully all of you registered for this orientation in Cervis. Everyone who did, you would have received a confirmation email as well as a reminder email indicating:

“This E-mail is a reminder that you are currently registered for the event listed below. If you have any questions about this event or if you need to cancel your registration for any reason, please contact the event organizer

using the contact information provided at the bottom of this message. NOTE: Please give 24-hour notice if you need to cancel. ”.

Please make sure that you notify us at least 24 hours in advance if you are unable to volunteer. It might be that you are the only volunteer and now we don't have anyone helping. Or possibly, someone else is on the waiting list to volunteer for this opportunity and are unable to because your name is listed. They lose the opportunity to help. By not canceling, you will also have a “No Show” on your record. If you ever request a reference from the District, this would not be something that you want listed.

The volunteer program is a fine line of balancing. We need to keep the instructors happy so that they continue to request volunteers, which in turn allows us to offer several different volunteer opportunities for you to choose from. If you volunteer for something and do not show up, or are not assisting the instructor, they will not request volunteers in the future. So, if you do volunteer for something and decide it is not a good fit, please get through the scheduled opportunity, making the best of it, ensuring that instructor is happy enough to continue requesting this opportunity for other volunteers to choose.

### **Volunteer Opportunities**

Volunteer opportunities will vary depending on the District opportunities available and the selection you make. District volunteers choose how much or how little they wish to contribute. Volunteers can choose anything from events that happen sporadically throughout the year, to a program that is held every week, to clerical work that can be performed as scheduled. Some of these opportunities include, but are not limited to:

**Special Events** – These events happen either once a month or once a year. They tend to be larger events where we need more volunteers. This could be for a single shift or possibly multiple shift opportunities on the same day. If it is multiple shifts, know that volunteering for the first shift will require that you assist with setting up for the event. Likewise, if you sign up for the last shift, you will be assisting with the tear down and clean-up of the event.

Go through listing

### **Off paper for just a second. Colleges!**

How many of you plan on going to college?

As a Volunteer, you earn hours towards Community Service, College and Scholarships!

Community colleges like Moorpark are not concerned with volunteer hours. But when you consider Universities, they are very interested. They want to know how many service hours you have worked each year, starting off with 9<sup>th</sup> grade all the way through to the current application date. Also, will you continue to volunteer? By your 9<sup>th</sup> grade, they expect you to be doing something for someone other than yourself. They want to know all the volunteer positions held, any leadership positions? Don't put all your volunteer hours in one area. Spread yourself out, list multiple volunteer areas and opportunities.

Common App. – Yale, Harvard, Stanford

Simple App. – UCLA, UC Berkley, UC San Diego, etc.

Distribute two articles on Colleges and volunteering.

**Recreation Classes** (Approx. 300 different classes listed in each Reporter)

A recreation class can be any class listed in the Reporter. You are not limited to the opportunities listed on our volunteer website. These opportunities are the request from instructors who really need assistance. If you see something listed in the Reporter that looks like something you would like to assist with, but is not listed as a volunteer opportunity in our system, please email me with the information. I will contact the instructor and inform them that I have a volunteer who is interested in assisting with their class. I can't promise they will accept all volunteer request, but I receive a yes about 75% of the time...

Sometimes you might want to volunteer for something in Cervis, but receive a response indicating that you are not eligible. This could be due to your age, if you are a boy or a girl, or possible due to your status in Cervis. Don't stop there. Let me know and I will find out why you received the ineligibility. It could be in error in the system, or if it is due to your age, I might be able to convince the instructor to allow you to volunteer.

## **Sports**

Tot T-Ball, Soccer and Karate are always available year-round. For additional sports, please let me know your interest and I will see if I can match you up with something.

**Alternative Recreation Programs** – Great for young adults thinking of getting into a field such as Dr., Nurse, Social Worker, Teacher. Great way to gain experience!

Specially designed classes and events for those with physical and/or mental disabilities

Independent Living

Field trips to Knotts Berry Farm, the Getty Museum, whale watching

21 and over dinner, dances, parties, Bowling

## **Specialty Areas – Seniors**

Victorian Dances, Senior Olympics, Total Tech

## **Youth Programs**

Parent & Me, Preschool, After School Clubs (Elementary= 8 in SV, 3 in OP. Middle School Leadership= 3 in SV, 1 in OP), Spring & Summer Camps

## **Clerical Assistance**

Working in an office setting, assisting with anything from filing to event preparation. This can be here at the District main office or one of our other Community Centers in Simi or OP.

## **Park Inventory**

### **Rancho Simi Trail Blazers**

### **Docents**

Strathearn Historical Park and Museum  
Santa Susana Train Depot and Museum  
Corriganville Park

**POLICY AND PROCEDURES**  
**VOLUNTEER SAFETY**

**Safety Practices**

- a) Upon arriving at any new volunteer opportunity, you should:
  - i) Identify the person in charge, introduce yourself and sign in
  - ii) Be familiar with the location of the First Aid and "Injury or Incident" reports
  - iii) In the event of an emergency while you are volunteering, have knowledge of where you should report
- b) Report all injuries, no matter how minor, to a supervisor or instructor as soon as possible
- c) Report unsafe conditions and practices immediately
- d) Maintain good housekeeping duties pertaining to your work assignment.

**Behavior and Appearance**

- e) When volunteering for the Park District, you are a representative of the Park District
  - i) Follow the guidelines and policies established
  - ii) Each volunteer shall treat agency staff, clients, visitors, and other volunteers with courtesy, respect and kindness
  - iii) Be understanding, patient, and helpful
  - iv) When volunteering for Rancho Simi Recreation and Park District, volunteers will refrain from the use of recreational drugs and alcohol on District premises, at any District event or any time you may be representing the District as a volunteer
  - v) Because Rancho Simi Recreation and Park District is a service organization, we must screen all volunteers, 18 years of age and older, to ensure the safety of clients, staff, visitors and fellow volunteers. All results will be kept by the District H/R department and will remain strictly confidential.
  - vi) Dress appropriately for your duties:
    - (1) Wear your volunteer T-Shirt when required
    - (2) Wear comfortable, durable clothing
    - (3) Clothes cannot be torn, frayed, dirty, or reveal cleavage, midriff or buttock
    - (4) Clothing that has writing or art work/decals that promote violence, prejudice, vulgarity, or derogatory statements are not permitted
    - (5) Only closed toe shoes, no heels

**ATTENDANCE AND ABSENTEEISM**

- We depend on you! Please arrive on time to all scheduled shifts.
- Alert the Volunteer Coordinator of any absences as soon as possible so that a substitute may be found.
- Take breaks when you need them, just let a staff person know.
- You may resign from your volunteer service with the organization at any time.
- For all Service Events, Volunteers should sign in at the beginning of their shift and sign out at the end of their shift. If you are unable to do this, you should keep track of your time and submit it to the volunteer coordinator

## **MISSION AND VISION**

It is the mission of the Rancho Simi Recreation and Park District volunteer program, to assist the Park District, their employees, and community partners, with providing quality programs and events to the children, families and communities, which we serve.

We envision a volunteer program that can offer our volunteers a variety of opportunities to get involved with the community they live within. This vision includes our volunteers being an asset to the District's employees, instructors, event coordinators and community partners. To work together with the District, to provide our community the highest quality service we are able to provide

It is with great pleasure that we welcome you to our team as a volunteer!



RESOLUTION No. **XXXXXXXXXX**

RESOLUTION OF THE GOVERNING BODY OF  
THE **AGENCY NAME,**  
DECLARING THAT GOVERNING BODY MEMBERS AND VOLUNTEERS SHALL  
BE DEEMED TO BE EMPLOYEES OF THE DISTRICT FOR THE PURPOSE OF  
PROVIDING WORKERS' COMPENSATION COVERAGE FOR SAID CERTAIN  
INDIVIDUALS WHILE PROVIDING THEIR SERVICES

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**WHEREAS,** the **Agency Name** utilizes the services of Governing Body Members and Volunteers; and

**WHEREAS,** Section 3363.5 of the California Labor Code provides that a person who performs voluntary service for a public agency as designated and authorized by the Governing Body of the agency or its designee, shall, upon adoption of a resolution by the Governing Body of the agency so declaring, be deemed to be an employee of the agency for the purpose of Division 4 of said Labor Code while performing such services; and

**WHEREAS,** the Governing Body wishes to extend Workers' Compensation coverage as provided by State law to the following designated categories of persons as indicated by a checkmark in the box to the left of the descriptions:

- ☐ All Members of the Governing Body of the **Agency Name** as presently or hereafter constituted and/or
- ☐ All persons performing voluntary services without pay other than meals, transportation, lodging or reimbursement for incidental expenses
- ☐ Individuals on Work-study programs
- ☐ Interns
- ☐ Other Volunteers
- ☐ \_\_\_\_\_  
[designate]

**NOW, THEREFORE, BE IT RESOLVED,** that such persons coming within the categories specified above, including the duly elected or appointed replacements of any Governing Body Member and other designated individuals be deemed to be employees of the **Agency Name** for the purpose of Workers' Compensation coverage as provided in Division 4 of the Labor Code while performing such service. However, said Governing Body Members and other designated individuals will not be considered an employee of the **Agency Name** for any purpose other than for such Workers' Compensation coverage, nor grant nor enlarge upon any other right, duty, or responsibility of such Governing Body Members or other designated individuals, nor allow such persons to claim any other benefits or rights given to paid employees of the **Agency Name**.

**PASSED, APPROVED AND ADOPTED** this **DATE** by the following vote:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
Name, Chairperson  
**Agency Name**

\_\_\_\_\_  
APPROVED AS TO FORM:

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

DATE: January 19, 2023  
TO: Scotia Community Services District Board of Directors  
FROM: Leslie Marshall, General Manager and Julie Hawkins, Board Clerk  
SUBJECT: Discussion of Social Media and Alternative Methods for Information Disbursement

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### **RECOMMENDATION:**

The Administrative staff recommends that the Board discuss Social Media, potential policy and alternative methods for information disbursement.

### **ACTION:**

Discuss Social Media and Alternative Methods for Information Disbursement

### **DISCUSSION:**

Public comment at a prior Board Meeting asked to discuss additional ways in which the District can disseminate information to the public, suggesting social media as a possible method.

#### **Social Media (Facebook, etc.), Next Door**

Currently there is an informal Scotia Neighborhood Watch page on Facebook where information is infrequently disseminated in cases of vandalism, or other emergency related situations (water related, or other).

An app called Nextdoor is available, geared towards public agency participation. They have specific accounts for public agencies, as well as options for posting on personal page (free) and specific advertisement posts (cost). Nextdoor engages verified neighbors in the neighborhoods where they live to communicate about specific issues of concern to them.

Public Agencies must abide by Nextdoor's "Community Guidelines for Public Agencies" and adhere to "Nextdoor's Communications Policy for Public Safety Matters". Elected Officials and their staff must abide by the "Nextdoor for Public Agencies Elected Officials Policy".

There are options to post on Nextdoor with or without comments.

#### **Website**

The CSD currently maintains a website with information regarding District matters: [scotiacsd.com](http://scotiacsd.com). The website is updated with District Documents, Meeting information and materials, and other District pertinent information.

### Press Releases to Local Media

Press Releases are an official statement delivered to members of the news media for the purpose of providing information, creating an official statement, or making an announcement directed for public release. For example, the Times Standard recently reached out to do a story on the Museum ADA Upgrades, which was then published based off of previous staff reports, and then shared to social media by the public.

### Emergency Notification Programs

The current CSD billing system has software available for Emergency Notifications to current customers. It is a paid subscription service, and can be used for water service emergency situations, as well as other emergency notifications.

### Public Records Act

The California Public Records Act requires that government agencies preserve public records regardless of physical form, and specifies “any form of communication or representation”. Therefore social media records in California qualify as public information under the law. Maintenance of archived records for posts on Social Media is then required.

Examples of Social Media CPRA interactions per Archive Social page at <https://archivesocial.com/social-media-records/california/>:

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### **City attorney states that public officials' social media accounts are considered a public forum and a source of public records**

An El Cajon, CA city councilman received a lawsuit for restricting citizens' first amendment rights by blocking them from his Facebook page. The city attorney ruled in favor of the citizens, stating that even council members' personal social media pages can be considered public record.

*Source: San Diego Union-Tribune, "El Cajon City Council: Kalasho, not city, must pay cost of lawsuit", Oct 2018*

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### **San Mateo, CA sued for not maintaining record of social media in accordance with the California Public Records Act**

A citizen issues a records request for the police department's direct messages on Twitter. The City could not fulfill the request because the department's Twitter account had been hacked and all direct messages were deleted. The City settled to avoid litigation, and agreed to start archiving direct messages from Twitter.

*Source: smdailyjournal.com, "San Mateo updates Twitter policies in legal settlement: City and mayor highlighted in debate over social media's role in public records", May 2017*

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Several other statutes in addition to CPRA also govern social media use by public agencies (i.e. Proposition 42, Assembly Bill 1475).

#### Policy Examples

Staff has compiled Social Media Policy Examples for the Board if they move forward with using social media.

#### **FISCAL IMPACT:**

Detailed above.

#### **ATTACHMENTS:**

Policy examples (2)



## ***SOCIAL MEDIA POLICY***

### ***PURPOSE***

The Jurupa Area Recreation and Park District (“District”) has a business need to enhance traditional communication methods with the use of social media. This need primarily stems from public demand and the rapid growth of social media use by other local, state, and federal government entities as an indication that social media can be used effectively to enhance communications. The use of social media presents opportunity and risk to the District. The District operates and maintains its social media sites as a public service to provide information about District programs, services, projects, issues, events and activities

It is the intent of the District to create a limited public forum for the convenience of the members of the public and to facilitate communication of municipal business. This Policy establishes districtwide social media use policies and procedures for both personal and business use intended to mitigate associated risks from use of this technology where possible.

### ***APPLICABILITY***

This Policy applies to all District employees, agents and approved volunteers, consultants, service providers and contractors performing business on behalf of the District. This policy covers all current and future forms of social media.

### ***DEFINITIONS***

- A. “District” means the municipal government of the Jurupa Area Recreation and Park District.
- B. “Contractor” means an individual or an organization under contract with the Jurupa Area Recreation and Park District to carry out programs, services, or activities. Corporate contractors are responsible for the actions of their agents, employees and representatives.
- C. “General Manager” means the highest level manager of a the Jurupa Area Recreation and Park District.
- D. “Social media” means any online tool or application, whether or not commercial, that is readily available to the public at large and allowing collaboration, interaction, and sharing by others. Examples include but are not limited to, such current popular social media styles and formats including blogs; microblogs; wikis; photo and video sharing; podcasts; virtual worlds; social networking; social news and bookmarking; web conferencing and webcasting.
- E. “District social media sites” means a website which the District establishes and maintains and over which it has control over postings except for advertisements or hyperlinks by the social media site’s owners, vendors or partners that leverages

social media and communication tolls for its visitors. Examples include, but are not limited to, commercial sites such as YouTube, Facebook and various other public and private forums and message boards.

- F. “Posts” or “postings” mean content an individual shares on social media site or the act of publishing content on a site.
- G. “Authorized user” means an employee who has been authorized to post social media content on behalf of District.
- H. “External social media user” means a member of the public, or other person not representing the District who submits a social media communication or social media response for posting on a social media site.

### ***POLICY***

- A. The establishment and use of District social media sites is subject to approval by the General Manager or his/her designee. Authorized users shall administer approved social media sites.
- B. General Manager or his/her designees are responsible for determining who is authorized to use social media and for designating appropriate access levels.
- C. The same standards, principles and guidelines that apply to District employees in the performance of their assigned duties apply to employee social media technology use.
- D. Employees representing the District via District social media sites must conduct themselves at all times as a representative of the District and in accordance with all District policies.
- E. The District’s social media sites are subject to the State of California public records laws. Any content maintained in a social media format that is related to District business, including a list of subscribers and posted communication, is a public record.
- F. The District reserves the right to change, modify, or amend all or part of this Policy at any time.
- G. The District may, at its discretion, suspend, modify or delete its use of any social media to effectively manage its resources.

### ***PROCEDURES***

#### **A. Account Management**

- 1. Once approval is received from the General Manager or designee, the social media sites shall be created and maintained with identifiable characteristics of an official District site that distinguishes them from non-professional or personal uses. District created social media sites shall include:
  - a. An introductory statement clearly specifying the purpose and scope for the District or department’s presence on the website when possible;
  - b. A link to the District’s official website when possible;
  - c. A statement that the material is maintained by the Jurupa Area Recreation and Park District;
  - d. Contact information prominently displayed when possible;
  - e. Accounts created using an official District email account only.

- f. The name “Jurupa Area Recreation and Park District” or “JARPD” and the official District logo.
2. General Manager must designate an authorized user responsible for overseeing the social media activity, policy compliance, and security protection. General Manager is responsible for ensuring their staff follows the procedures set forth in this Policy.
3. Authorized users are responsible for regularly posting information, monitoring comments, removing prohibited content and saving content required under the Public Records Act as described in Section C.
4. District social media site account information shall be provided to the Office Manager. The Office Manager shall maintain a list of all District social media websites that are operating.
5. The District reserves the right to terminate any District social media site any time without notice.

#### **B. Authorized Use**

The General Manager or designees shall be responsible for the following use of social media:

1. Social media network access shall be limited only to those with a clear business purpose to use the forum.
2. Appropriate access levels include identifying what sites, or type of sites, an employee is approved to use, as well as defining capability: publish, edit, comment or view only.
3. Only authorized users shall have permission to create, publish or comment on behalf of the District.
4. Any employee authorized to post items on any of the District’s social media sites shall review, be familiar with, and comply with District social media site use policies, terms and conditions.

#### **C. Site Content**

1. The District’s official website at [www.jarpd.org](http://www.jarpd.org) (or any domain owned by the District) will remain the District’s primary means of internet communication and predominate source for internet information.
2. The intended purpose of the District’s social media sites is to provide an efficient and alternative means of communication between the District and the community-at-large. District social media sites are not general public forums, but are intended to be limited solely to matters of District business.
3. Appropriate Official Use. Social media is a valuable communication tool to provide information regarding subjects including, but not limited to:
  - a. Special events;
  - b. Recreation classes and registration information;
  - c. Community outreach initiatives;
  - d. Recruiting or advertising of employment and volunteer opportunities;
4. District social media sites may contain content, including but not limited to, advertisements or hyperlinks over which the District has no control. The District does not endorse any hyperlink or advertisement placed on

District social media sites by social media site owners, vendors or partners.

5. District social media sites shall be managed consistent with the Brown Act, the Political Reform Act and the California Election Code. Sharing or posting content owned by others shall be performed in accordance with copyright, fair use and established laws pertaining to materials owned by others. This includes, but it is not limited to, quotes, images, documents, links, etc.
6. As a public entity, the District abides by certain standards to serve all constituents in a civil and unbiased manner. As such, the District respectfully reserves the right to regulate user-generated material.
7. Content, including comments, pictures, or other material, containing any of the following are hereby determined to be detrimental to the purpose of the District's social media sites and should not be permitted on District social media sites and are subject to removal and/or restriction, including but not limited to the following types of postings regardless of format (text, video, images, links, documents, etc.):
  - a. Comments not related to matters of District business or that do not relate to the original topic, including random or unintelligible comments;
  - b. Profane, obscene, violent, or pornographic content and/or language;
  - c. Content that promotes, fosters or perpetuates discrimination of protected classes;
  - d. Defamatory or personal attacks;
  - e. Violent or threatening content;
  - f. Political campaign materials for ballot issues, candidates, or organizations;
  - g. Solicitation of commerce or advertisements including promotion or endorsement;
  - h. Conduct or encouragement of illegal activity;
  - i. Information that may tend to compromise the safety or security of the public or public systems; or
  - j. Content that violates a legal ownership interest of any other party, such as a trademark or copyright infringement.
8. These guidelines (a-j) makeup the District's social media Terms of Use and must be displayed to users or made available by hyperlink. Any content subject to removal must be first directed to the General Manager for review.
  - a. Content deemed inappropriate shall be promptly documented (screenshot/printout with time, date, and identity of the poster when available) saved and then be removed immediately following General Manager's review.
9. Individuals (e.g., friends, fans or followers) who continue to post inappropriate content should be removed.
10. The District reserves the right to restrict or remove any content that is deemed in violation of this Policy or any applicable law.
11. This Policy shall be displayed to users or made available on District social media sites by hyperlink.



## **D. Acceptable Use**

### **1. Professional Use**

- a. Authorized users shall do so only within the scope defined by their respective department per section B and in compliance with all District policies, practices and user agreements and guidelines.
- b. Authorized users shall not disclose confidential or proprietary information acquired by way of official position with the District, including information or photos that violate the Health Insurance Portability and Accountability Act. This restriction applies whether the information is disclosed on professional or personal social media accounts, or by any other method.
- c. Employees shall not use personal social media accounts for work purposes, unless to login to District social media sites as may be required by social media site providers, such as Facebook. This is to facilitate compliance with public records law and protect information on personal accounts from public disclosure.
- d. Any employee authorized to post items on any of the District's social media sites shall not express his or her own personal views or concerns through such postings. Instead, postings on any of the District's social media sites by an authorized user shall only reflect views of the District. This policy does not prohibit District employees from exercising any rights of free speech or expression using their own social media accounts when not representing official District positions.
- e. General Managers should provide a copy of this Policy to each new authorized user.
- f. Violations of this Policy shall be reviewed on a case-by-case basis and may result in appropriate disciplinary actions.

### **2. Personal Use**

- a. Employees may access personal social media accounts at work for limited personal communications and as long as it does not interfere with one's tasks.
- b. Employees shall not use a District email address when using social media in personal capacities. For example, do not create a personal Facebook or Twitter account using your.org email address.
- c. Should an employee identify himself/herself as a Jurupa Area Recreation and Park District employee when conducting personal social media activities, employee shall consider stating in their profile that one's comments are not representative of the District.
- d. Employment with the District is public record. Employees should be mindful that whenever District business is discussed online, whether in a personal or professional capacity, one's comments can be tied back to employment with the District.
- e. Nothing in this Policy is meant to prevent an employee from exercising his or her right to make a complaint of discrimination or other workplace misconduct, engage in lawful collective bargaining activity or to express an opinion on a matter of public concern that does not unduly disrupt District operations.

#### **E. Engaging with the Public**

1. Social media posts made on behalf of the District should not include any form of profanity, obscenity, or copyright violations. Inappropriate use of social media can be grounds for corrective action, including disciplinary action.
2. It is not appropriate to engage in arguments with members of the public who may be critical of the District. Comments or posts on social media sites can typically be seen by anyone.
3. Authorized users should consult with the General Manager if there is any question regarding the content of a comment or post.
4. Authorized users are responsible for managing customer service inquiries for their areas.
5. Departments should respond to questions within 24-48 hours on District social media sites in which it was originally published. The District's Terms of Use encourages residents to contact the District at (951) 361-2090 if they do not receive a response from District staff in regards to their question within the 24-48 hour time frame.

#### **F. Security**

1. Perceived or known compromises to the District's internal network shall be promptly reported.
2. Computers, laptops and mobile devices used to administer District social media sites shall have up-to-date software to protect against destructive technical incidents, including but may not be limited to, cyber, virus and spyware/adware attacks.
3. Managers are responsible for the creation, administration and deactivation of social media accounts.
  - a. Account password information shall only be shared with authorized staff that has been designated by the General Manager, or her/his designee, to fulfill the role of site account administrator.
  - b. Account password shall promptly be reset when an employee is removed as an account administrator.
  - c. Account password information shall be reset if the social media site accessed using the password has been, or is suspected of being, compromised.
4. Do not use automated login options on social media sites, such as Facebook's "keep me logged in" feature. This is to prevent unauthorized access to District social media sites should a computer or digital device be compromised or stolen.
5. The Office Managers shall maintain a record of social media sites created for District use, including, but may not be limited to:
  - a. A log file containing the name of the social media site, account ID, password, registered email address, date established, authorized users and name of account administrator.
  - b. A list of authorized site content authors and editors.

## **G. Records Management**

1. The District Clerk is responsible for responding completely and accurately to any public records request for public records on social media.
2. Content related to District business shall be maintained in an accessible format that tracks account information so that it can be produced in response to a request and shall be maintained in accordance with District's respective retention schedule.
3. Wherever possible, such District social media sites shall clearly indicate that any articles and any other content posted or submitted for posting are subject to public disclosure. External social media users shall be notified that public disclosure requests must be directed to the District Clerk's Office.

## TERMS OF USE

### Social Media Comment Guidelines

Welcome to the official [Social Media Site, i.e., Facebook] page for the Jurupa Area Recreation and Park District (“District”). Engage with us!

The District uses social media sites to engage and interact with its citizens and to better inform them while improving transparency. The District can be found on social media websites such as, but not limited to, Facebook, Twitter and YouTube.

If you are looking for more information about the District, please visit our website at [www.jarpd.org](http://www.jarpd.org)

This page complies with the Jurupa Area Recreation and Park District’s Social Media Policy.

### REGARDING COMMENTS

It is our intent to encourage dialogue between members of the public and the District. We will do our best to reply to questions presented by members of the public via comments as soon as possible during normal business hours. If you don’t receive a response to your question(s) within 24-48 hours, please contact the District directly at 951-361-2090. In some instances, members of the public may be directed to contact information of specific Departments, Divisions, or staff members and/or web pages for the best, most accurate answer.

This page is subject to comment restrictions inherent with [Social Media Site, i.e., Facebook] [fan] pages. The District does not discriminate against any views and in accordance with our Social Media Policy, the following comments may be removed:

- Comments not related to matters of District business or that do not relate to the original topic, including random or unintelligible comments;
- Profane, obscene, violent, or pornographic content and/or language;
- Content that promotes, fosters or perpetuates discrimination of protected classes;
- Defamatory or personal attacks;
- Violent or threatening content;
- Promotion or endorsement of political issues, groups or individuals;
- Solicitation of commerce or advertisements including promotion or endorsement;
- Conduct or encouragement of illegal activity;
- Information that may tend to compromise the safety or security of the public or public systems; or
- Content that violates a legal ownership interest of any other party, such as a trademark or copyright infringement.
- Content that contains personally identifiable information such as social security numbers, addresses and telephone numbers.

The District may follow companies, organizations and/or individuals and share information from these third parties. This does not constitute any endorsement of the third party or its posts or activities. All citizen posted comments reflect the views of the author and not necessarily the views or the position of the District.

View our Social Media Policy: [Include Link]

benefit of his/her own campaign for any office or the campaign of any other person for any other office.

**4.13.2 USE OF DISTRICT PROPERTY, EQUIPMENT OR FACILITIES FOR CAMPAIGNING (Revised 9-10-18)**

Directors shall not use, or permit any other person to use, the District's seal, trademark, stationery, or other indicia of the District's identity, or facsimile thereof, in any solicitation for political contributions contrary to state or federal law. Directors shall not use, or permit any other person to use, District equipment, facilities, materials, or any other property for any solicitation for political contributions to any campaign. The use of the District's physical addresses of 2029 East Avenue Q, Palmdale, CA 93550 and 700 East Avenue S, Palmdale, CA 93550 are prohibited.

**4.14: WEBSITE AND SOCIAL MEDIA**

The District has an interest in disseminating information useful to customers and others interested in the operations, goals, and objectives of the District. The District encourages the use of the internet, through its website or social media pages, to further the goals of the District, subject to the terms and conditions of the rules set forth herein. The use of such websites or social media pages by Directors, however, raises legal issues which are unique to government agencies. As such, these rules establish procedures for use of the website and social media by Directors.

**4.14.1 DISTRICT WEBSITE**

The District owns and maintains a website at [www.palmdalewater.org](http://www.palmdalewater.org) for the purpose of conducting the official business of the District. The General Manager has the authority to manage the website, including the contents of the website, as part of the District's day-to-day operations. The General Manager, however, does not have the authority to post any material or content in connection with the political campaign of any Director of the District, in

connection with the political campaign of any candidate for any other office, or in connection with his/her own performance evaluation.

#### **4.14.2 DIRECTOR BIOGRAPHIES ON DISTRICT WEBSITE**

Each Director shall submit to the General Manager a biography for publication on the District's website at [www.palmdalewater.org](http://www.palmdalewater.org). The biography of a Director shall be limited to the Director's own qualifications and experience, and shall not include language that in any way makes reference to other Directors or their qualifications, character or activities.

#### **4.14.3 DIRECTORS' SOCIAL MEDIA COMMUNICATIONS POLICY**

**(a) Introduction/Purpose:** In light of advances in information and communications technology, the Board has adopted this policy to ensure continued compliance with the Brown Act in connection with the District's social media and other electronic communications, including the District's Facebook and Twitter pages, while respecting a Director's right to express himself or herself on issues within the District's subject matter jurisdiction, and to enhance Directors' communications with their constituents.

##### **(b) Creation and Maintenance of District Social Media Pages:**

1. The District Public Information Officer, under the supervision of the General Manager, shall create and maintain an official District social media page, including the existing Facebook and Twitter Palmdale Water District pages. The content posted on the District's social media pages shall be consistent with the policy and direction provided by the Board for District matters.

2. Directors are not authorized to post content to any District social media page on behalf of the District. Only the District Public Information Officer shall post content to any District social media page on behalf of the District. Directors shall not create or maintain any social media page on behalf of the District, nor shall

Directors create any social media page containing the seal or logo of the District.

**(c) “Comments,” “Likes,” or “Sharing” on District Social Media Pages:**

In order to avoid any violation of the still unclear applicability of the Ralph M. Brown Act to social media, Directors may not comment or “like” any post on the District social media pages. Nothing herein prohibits a Director from “sharing” a District post to his/her own social media page, or any other social media page.

**(d) Other Social Media Sites or Blogs, not maintained by the District:**

The District is not responsible for the content, comments, “likes”, or any other communication occurring on websites, blogs, or social media sites not maintained by the District. Nevertheless, Directors must exercise the same guidelines on non-District websites, blogs, or social media sites to avoid any implication of the Brown Act or other applicable laws.

**4.15: RESPONSIBILITIES AND AUTHORITY OF THE BOARD AND GENERAL MANAGER**

**(a)** The Board of Directors has the power and it shall be its duty to manage and conduct the business and affairs of the District. **(Water Code, §21385.)**

**To that end, the Board “shall: (a) Employ agents, officers, and employees as required,” and “(b) prescribe their duties and fix their salaries.”**

**(Water Code, §21185.) Accordingly, the Board employs a General Manager to carry out Board policies, direct District operations, and provide day-to-day supervision of District employees and control of District expenditures. However, the Board does not relinquish its obligation or authority to establish an organizational chart and fix salaries for positions in accordance with Water Code, Section 21185.**

It is the judgment of the Board and the General Manager that clear delineation of their respective responsibilities and authority is essential to effective

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

DATE: January 19, 2023  
TO: Scotia Community Services District Board of Directors  
FROM: Leslie Marshall, General Manager and Julie Hawkins, Board Clerk  
SUBJECT: Brown Act Updates and discontinuance of AB361

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### **RECOMMENDATION:**

The Administrative staff recommends that the Board receives Brown Act Updates for 2023 and discontinuance of AB361.

### **ACTION:**

Receive a Report on Brown Act Updates and discontinuance of AB361.

### **DISCUSSION:**

Several notable changes to public meetings are in place due to new laws that took effect on Jan. 1 and the Governor's announcement that the COVID-19 State of Emergency will end on Feb. 28. Ending the state of emergency will restrain how public agencies can conduct remote meetings by limiting their ability to utilize AB 361 (Rivas, Robert), which is effective during a declared state of emergency.

Public agencies will now be left with pre-pandemic teleconferencing laws and this year's AB 2449 (Rubio, Blanca). The pre-pandemic laws include several outdated provisions, such as requiring members of a Ralph M. Brown Act body to make their teleconference location accessible to the public. Meanwhile, AB 2449 is limited in its scope and governed by onerous requirements.

Two other laws — AB 2647 (Levine) and SB 1100 (Cortese) — also took effect on Jan. 1, which govern public meetings more generally.

#### **New remote public meetings option**

Asm. Rubio Blanca's AB 2449 allows local agencies to hold remote public meetings without identifying each teleconference location and without making each location accessible to the public. This alternative option can only be used under limited circumstances and expires on Jan. 1, 2026.

Crucially, this measure may be used if "just cause" is met or if "emergency circumstances" exist.

"Just cause" is defined as any one of the following:

- Child care or caregiving of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a member to participate remotely.
- A contagious illness that prevents a member from attending in person.



- A need related to a physical or mental disability.
- Travel while on business of the legislative body or another state or local agency.
- An “emergency circumstance” is a physical or family medical emergency that prevents a member of a legislative body from attending in person.

In order to participate remotely for “just cause”, a member must notify the legislative body at the earliest possible opportunity — including at the start of a meeting — of their need to participate remotely and provide a general description of the circumstances related to one of the four items above. *A member may only use the just cause provision up to two meetings per calendar year.*

To participate remotely under “emergency circumstances”, the member must request that the legislative body allow them to participate in the meeting remotely because of emergency circumstances and the legislative body must take action to approve the request (at beginning of meeting). The legislative body must request a general description of the circumstances relating to the member’s need to appear remotely. This description does not have to be more than 20 words and does not need to include any personal medical information.

The following rules also apply when meeting under just cause or emergency circumstances:

- Members participating remotely must do so through audio and visual technology.
- The legislative body must provide a way for the public to remotely hear, visually observe, and remotely address the legislative body.
- The legislative body must provide notice of how the public can access the meeting and offer comment.
- The agenda must identify and include an opportunity for the public to attend and directly address the legislative body through a call-in option, an internet-based service option, and in person at the meeting.
- The legislative body cannot require comments to be submitted before the start of the meeting. The public must be allowed to make “real time” public comment.
- If there is a disruption to the meeting broadcast or in the ability to take call-in or internet-based public comment, no further action can be taken on agenda items until the issue is resolved.
- The legislative body must implement a procedure for receiving and resolving requests for reasonable accommodations for individuals with disabilities and must give notice of these procedures.
- A member may not participate in meetings remotely for more than three consecutive months or 20% of the agency’s regular meetings within a calendar year. If the legislative body regularly meets less than 10 times a year, a member may not participate remotely for more than two meetings.

Additionally, members participating remotely must publicly disclose at the meeting whether anyone else 18 years or older is present with the member and the general nature of the member’s relationship with the individual.

### Supplementary materials and public meetings

Under the Brown Act, any documents that are distributed to a majority of a legislative body less than 72 hours before a meeting must be distributed to the public at the same time. To meet this requirement, some local governments posted these materials online. However, the Third District Court of Appeal recently held that this does not meet the Brown Act's requirements.

As a result, local governments had to place copies of the document in a designated office open to the public. This meant that agencies had to keep offices open past normal business hours or withhold late-breaking information until the next business day. This increased costs or caused delays in decision-making, as materials often need multiple days for analysis.

AB 2647 (Levine) seeks to resolve the issues created by the Third District's decision. This measure clarifies that supplementary materials distributed less than 72 hours before a meeting can be posted online if certain requirements are met and physical copies are made available for public inspection at the beginning of the next regular business day at a public office, so long as the regular business day starts at least 24 hours before that meeting.

### Disruptive conduct and public meetings

The last few years have seen a rise in disruptive and threatening behavior in public meetings. Lawmakers responded by passing SB 1100 (Cortese), a new process that allows a presiding member of a legislative body conducting a meeting, or their designee, to remove someone for disrupting the meeting.

SB 1100 prescribes the following process for removal:

- Warn the individual that their behavior is disrupting the meeting and their failure to cease their behavior may result in removal.
- Remove the individual if they do not "promptly" cease their disruptive behavior.

The bill defines disruptive behavior as that which disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting. This includes, but is not limited to:

- A failure to comply with reasonable and lawful regulations adopted by a legislative body pursuant to Section 54954.3 or any other law.
- Engaging in behavior that constitutes the use of force or a true threat of force. "True threat of force" means a threat that a reasonable observer would perceive to be an actual threat to use force by the person making the threat.

However, existing statutory and case law already specifies other avenues for addressing public meeting disruptions. Under existing law — and as interpreted by the courts — a Public Agency Board may adopt rules governing the conduct of their public meetings, including the removal of a

person who makes slanderous, profane, or threatening remarks or other disorderly conduct that disrupts the meeting.

Additionally, legislative bodies can adopt reasonable regulations to ensure that people can address a legislative body on any item of interest to the public. However, the legislative body may not prohibit public criticism of its policies, procedures, programs, or services.

Public Agency officials and their attorneys may want to consider — should a situation call for it — whether they want to remove disruptive individuals pursuant to a rule adopted under existing statutory and case law or follow the new SB 1100 process.

**FISCAL IMPACT:**

None

**ATTACHMENTS:**

None