

Olivehurst Public Utility District



Agenda Item Staff Report

Meeting Date: December 19, 2024

Item description/summary: Plumas Lake Adult Softball League

Plumas Lake Adult Softball League was suspended at the August 2023 board meeting due to a letter received from National Softball Association (NSA), violating the use agreement by not being a verifiable nonprofit or not-for-profit with the State and IRS, and violation of Yuba County Ordinance #8.76. The league was asked to fully resolve these matters by writing a letter to NSA confirming no affiliation or association with NSA, completing their nonprofit status so that it is verifiable with the state and IRS, and provide letters from players agreeing that they will not consume alcohol on OPUD property and implement the rule of no alcohol consumption in the parks in their game policies.

OPUD received a certified letter from Plumas Lake Adult Softball League that was sent to NSA confirming no affiliation, 17 signed letters from PLAS board members and players pledging no alcohol consumption on OPUD property, PLAS modified rules pertaining to no alcohol consumption at OPUD parks, a certificate of status from the Secretary of State, and the starting of non-profit paperwork with the IRS.

The Plumas Lake Adult Softball League has a completed non-profit/not-for-profit status with the State. However, the IRS has yet to approve the paperwork for the non-profit/not-for-profit status.

Per the direction of the Board, the item has been closely followed throughout the last year. The league has contacted the IRS according to their latest email dated July 12, 2024, but still no EIN and valid not-for-profit status has been produced. The league did not have a Spring or Fall season and has stated, per the email, they would bring in the required \$500 deposit should they hold another season until their IRS not-for-profit status comes through.

Inquiries from other potential leagues about park usage have come through with no additional follow through or official use agreements requested.

Fiscal Analysis:

Sample Motion/Staff Recommendation:

It is recommended that the Board consider terminating the current use agreement. Once the league has all required documentation and is ready to move forward, a new use agreement can be requested.

Prepared by:

Bri Anne Ritchie, Board Clerk/Executive Assistant



Tax Exempt Organization Search

Select Database

Search All

Search By

Organization Name

Search Term

Plumas Lake Softball League

City

Enter City

State

All States

Country

United States

RESET

SEARCH

[Search Tips](#)

⚠ Your search did not return any results. Try again.

Need Help? See [Search Tips](#) for guidance on effective searching, search criteria and logic, and selecting search terms.

OUR AGENCY

[About IRS](#)

[Careers](#)

KNOW YOUR RIGHTS

[Taxpayer Bill of Rights](#)

[Taxpayer Advocate Service](#)

RESOLVE AN ISSUE

[IRS Notices and Letters](#)

[Identity Theft](#)

LANGUAGES

[Español](#)

[中文 \(简体\)](#)

[中文 \(繁體\)](#)

RELATED SITES

[U.S. Treasury](#)

[Treasury Inspector General for Tax Administration](#)

USE AGREEMENT

THIS USE AGREEMENT (“Agreement”) is entered into on this the 4th Day of May 2015 , by and between the Olivehurst Public Utility District a public utility district formed and existing under California law (hereinafter referred to as “OPUD”), and the Plumas Lake Sports Association (hereinafter referred to as “PLSA”).

RECITALS

- A.** OPUD owns and has available for use certain premises; and
- B.** PLSA is seeking a facility to conduct its recreation programs and is willing to care for the facilities in question and offer low-cost programs to residents from Plumas Lake and surrounding communities;
- C.** PLSA will benefit from this agreement in that it will obtain shared use of the premises where it can operate its programs and activities; and
- D.** OPUD will benefit in that it will help to facilitate community-oriented programs coming into Plumas Lake and surrounding communities and that said premises will again be utilized for its intended purposes, which is to serve community oriented activities in and around Plumas Lake.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby stipulated, the parties agree as follows:

1. AGREEMENT

OPUD is the owner of certain real property situated in the County of Yuba, State of California, commonly known as the Baseball/Softball fields at Eufay Wood Sr Park on River Oaks Blvd. @ Zanes Dr, Plumas Lake, CA 95961 Plumas Lake, CA 95961. (“the Property”). OPUD hereby agrees to allow limited use of the Property to the PLSA.

2. TERM OF AGREEMENT

The term of this Agreement shall commence upon the execution of this Agreement and continue thereafter indefinitely or until otherwise terminated by either party, with or without cause.

3. USE OF PROPERTY

PLSA hereby acknowledges and agrees that the Property shall be used only for community and public purposes consistent with its non-profit status. No use shall be made of the Property, nor any use that would result in an increase in the existing rate of insurance upon the Property, or in a cancellation of any insurance policy covering the Property. PLSA

shall not commit waste or any public or private nuisance upon the Property. In addition, the following provisions describe the PLSA use of the Property:

- A. PLSA shall have use of the Property from 3:00pm to dusk every Sunday, between April 1st and October 1st each year. Any further requests for the space will be determined on a case-by-case basis. OPUD or other lessees or invitees of OPUD are free to utilize the Property at all other times or upon 2 weeks minimum notice to PLSA an alternative use which OPUD, in its sole discretion, deems is necessary.
- B. At times when either OPUD or PLSA does not use the Property, either party may reserve the use of the Property by means of placing a reservation through the OPUD office located at 1970 9th Ave, Olivehurst, CA 95961.

4. UTILITIES AND SERVICES

OPUD will cover all Utility and Service expenses including but not limited to phone, water, electricity, gas, garbage removal, sanitary sewage disposal service and any other cost necessary or incidental to PLSA use of the property pursuant to this agreement (collectively "Utilities")¹

5. TAX EXEMPT STATUS, LIENS, ENCUMBRANCES

The PLSA is a not-for-profit community organized group. The PLSA agrees to keep the Property free and clear of all levies, liens and encumbrances for the term of the lease.

6. ASSIGNMENT OR SUBLEASE

PLSA will not assign this Agreement, nor sublet the Property, nor any part thereof.

7. MAINTENANCE, REPAIR & ALTERATIONS AND ADDITIONS BY THE WSSLL

PLSA, may, during the term of the Agreement, make minor alterations, modifications or improvements to the Property provided the same shall not be detrimental to the Property, including its integrity and usefulness. Anything used in the alteration process will then become the Property of OPUD. At the discretion of OPUD, the PLSA may be required to return the Property to pre-lease condition upon the expiration of the term of the lease, reasonable wear and tear expected. PLSA agrees, at the PLSA's own expense, to keep the Property in good condition and repair, and to deliver to OPUD physical possession of the Property at the end of the Term in good condition and repair, reasonable wear and tear and use, and loss by fire or other casualty or by earthquake or other act of God accepted. The PLSA agrees to repair any damage to the Property caused by or in connection with the use of the Property, the removal of any articles of personal property, business or trade fixtures, machinery, equipment, furniture, movable partition or permanent improvements or additions, including without limitation thereto, repairing the floor and patching and painting walls where required by OPUD to OPUD's reasonable satisfaction, all at the PLSA's sole cost and expense.

The PLSA shall after each meeting or use of the Property, clean any debris, trash, or other soiling caused by the meeting or use. The PLSA shall use its own cleaning supplies to perform the same.

The PLSA will be responsible for any and all costs associated with damages caused to any OPUD property as a direct result of the PLSA's staff, volunteers or members, participants or its invitees.

8. LEGAL TITLE

Legal title to the Property shall remain vested in OPUD.

9. ENTRY AND INSPECTION

OPUD or its agents may, at any time, enter into and upon the Property for the purpose of inspecting the same, or to make repairs, alterations or additions. . OPUD shall not have access to confidential information related to PLSA business activities.

10. DUTY TO INSURE

PLSA shall obtain and maintain in force a commercial general liability insurance policy covering liability for injury to persons or property occurring in or about the Property (1 million dollars per occurrence). The required insurance shall be obtained from a company lawfully authorized to do business in California. A certificate of insurance evidencing the foregoing and showing OPUD as an additional insured shall be provided to OPUD contemporaneously with the execution of this agreement.

The PLSA shall forthwith notify OPUD, in writing, with a full description of the facts, circumstances, nature, results, and names and addresses involved about any occurrences on the Property which involve any injury to person or property, and shall provide OPUD promptly with copies of any claims for damages of any sort, including complaints in any court actions involving such claims.

11. SUCCESSORS

OPUD and the PLSA, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this agreement with respect to the terms of this Agreement.

12. WRITTEN NOTICE

All notices to be given between the parties hereto shall be in writing and may be served by depositing the same in the United States mail, postage pre-paid, certified and addressed to General Manager, OPUD, 1970 9th Ave, Olivehurst, CA 95691, or such other address as either party may designate in writing from time to time.

All notices to be given between the parties hereto shall be in writing and may be served by depositing the same in the United States mail, postage pre-paid, certified and addressed to PLSA, 1186 Dark Horse Way, Plumas Lake, CA 95961, or such other address as either party may designate in writing from time to time.

13. WAIVER

None of the provisions of this agreement shall be considered waived by either party unless such waiver is specified in writing.

14. LICENSES AND PERMITS

Upon commencement of this agreement, the PLSA will possess all current licenses and permits required by OPUD, the State of California and/or any other applicable public agency to operate as a nonprofit organization.

15. TERMINATION

Either party has the right to terminate this lease, with or without cause, during its term, by giving written notice of its intent to terminate thirty (30) calendar days prior to the intended termination date.

16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted and this agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either party the agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject, which are in effect as of the date of this agreement, and any later changes, which do not materially and substantially alter the provision of the parties.

17. SEVERABILITY

Should any provision of this agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision shall be deemed not to be part of this agreement.

18. ARBITRATION OF DISPUTES

THE PARTIES AGREE THAT IF ANY DISPUTE SHOULD ARISE UNDER THE TERMS AND PROVISIONS OF THIS AGREEMENT, EACH PARTY WAIVES ANY RIGHT TO COMMENCE LEGAL ACTION OR ARBITRATION OTHER THAN AS PROVIDED UNDER THE TERMS OF THIS AGREEMENT, AND THIS AGREEMENT SHALL PROVIDE THE SOLE AND EXCLUSIVE REMEDY FOR RESOLUTION OF DISPUTES.

THE DETERMINATION OF THE ARBITRATOR WILL BE FINAL AND BINDING UPON EACH PARTY AND EACH PARTY SPECIFICALLY WAIVES ANY RIGHT TO CLAIM THAT THE ARBITRATOR HAS EXCEEDED THE SCOPE OF THE ARBITRATION, HAS DISREGARDED EVIDENCE OR PRINCIPLES OF LAW, AND FURTHER WAIVES ANY RIGHT TO DISCLAIM THE QUALIFICATION OR FUNCTION OF THE ARBITRATOR IN ANY MANNER OR FASHION.

APPOINTMENT OF THE ARBITRATOR SHALL BE MADE BY MUTUAL AGREEMENT OF THE PARTIES. IF THE PARTIES CANNOT AGREE UPON THE IDENTIFICATION OF THE ARBITRATOR WITHIN THIRTY (30) DAYS FROM THE MAILING OF THE OBJECTION, A PETITION FOR APPOINTMENT OF ARBITRATOR SHALL BE FILED WITH THE SUPERIOR COURT OF THE COUNTY OF YUBA.

THE ARBITRATOR'S FEES AND COSTS OF PETITIONING FOR THE APPOINTMENT OF THE ARBITRATOR SHALL BE PAID BY ONE OR BOTH PARTIES TO THE ARBITRATION IN ACCORDANCE WITH THE DETERMINATION OF THE ARBITRATOR AS TO THE FAIR

APPORTIONMENT OF SUCH FEES AND COSTS. THE ARBITRATOR UPON RENDERING ITS AWARD SHALL DETERMINE THE PARTY THAT PREVAILED BASED UPON WRITTEN STATEMENTS MADE BY EACH PARTY AT THE COMMENCEMENT OF THE ARBITRATION AS TO THE POSITION OF THE PARTIES AND THEIR ALTERNATIVES FOR SETTling THE MATTER. A STATEMENT OF PROPOSED SETTLEMENT SHALL NOT BE BINDING UPON ANY PARTY AND SHALL NOT BE CONSIDERED AS EVIDENCE BY THE ARBITRATOR EXCEPT TO THE EXTENT THAT THE ARBITRATOR UPON MAKING ITS SOLE AND INDEPENDENT DETERMINATION SHALL DETERMINE THE PARTY WHICH PREVAILED BASED UPON THE PROPOSALS FOR SETTLEMENT OF THE MATTER MADE BY EACH PARTY AND SHALL DETERMINE THAT THE NON-PREVAILING PARTY SHALL PAY SOME OR ALL OF THE COSTS OF ARBITRATION INCLUDING ANY COSTS INCURRED BY THE ARBITRATOR AND IN EMPLOYING EXPERTS TO ADVISE THE ARBITRATOR IN REGARD TO SPECIFIC SUBJECTS OR QUESTIONS. THE ARBITRATOR MAY FURTHER AWARD THE COSTS OF ATTORNEYS' FEES OR EXPERT WITNESSES CONSULTED OR EMPLOYED IN THE PREPARATION OR PRESENTATION OF EVIDENCE TO THE ARBITRATOR BY THE PREVAILING PARTY, IF IN THE ARBITRATOR'S DETERMINATION, THE POSITION TAKEN OR MAINTAINED WAS BASED UPON A FAILURE TO PROPERLY EXCHANGE OR COMMUNICATE INFORMATION WITH THE PREVAILING PARTY IN REGARD TO THE SUBJECT SUBMITTED TO ARBITRATION.

THE ARBITRATOR'S DETERMINATION MAY FURTHER PROVIDE FOR PROSPECTIVE ENFORCEMENT AND DIRECTIONS FOR THE PARTIES TO COMPLY WITH. UNDER SUCH CIRCUMSTANCES, THE ARBITRATOR'S AWARD SHALL BE BINDING UPON THE PARTIES AND SHALL BE UNDERTAKEN AND PERFORMED BY EACH OF THE PARTIES UNTIL (A) SUCH TIME AS THE ARBITRATOR'S DIRECTIONS TO THE PARTY SHALL LAPSE BY THEIR TERM, OR (B) THE ARBITRATOR SHALL NOTIFY THE PARTIES THAT THOSE TERMS ARE NO LONGER IN FORCE OR EFFECT OR (C) THE ARBITRATOR SHALL MODIFY THOSE TERMS.

THIS ARBITRATION PROVISION SHALL BIND THE PARTIES AND THE PARTIES' SUCCESSORS, ASSIGNS, TRANSFEREES, OR ANY OTHER PERSON OR ENTITY ALLEGING RIGHTS BY OR THROUGH DISTRICT OR DEVELOPER.

19. VENUE/GOVERNING LAWS

This agreement shall be governed by the laws of the State of California and venue shall be exclusive to Yuba County, California.

20. INDEMNIFICATION; ATTORNEY'S FEES

The PLSA shall indemnify, defend and hold harmless OPUD and its officers, officials, employees and agents from and against any and all liability, loss, damage, expense, and costs, including without limitation costs and fees of litigation, of every nature and kind arising out of or in connection with the PLSA 's performance or work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage that is caused by the intentional misconduct of OPUD, its employees, agents or contractors. This indemnification includes any and all costs and expenses for attorneys' and consultants' fees in litigation, mediation and arbitration.

If suit is brought by either party to this Agreement to enforce any of its terms, the prevailing party shall be entitled to recover their reasonable attorney's fees and costs.

21. ENTIRE AGREEMENT

This agreement represents the entire agreement between OPUD and the PLSL and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended or modified only by an agreement in writing, signed by both OPUD and the WSSL.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OPUD:

Timothy R. Shaw
Name



Signature

General Manager
Position Title

3-18-2016
Date

Plumas Lake Sports Association

Brendan K. McHugh
Name


Signature

Resident, Plumas Lake Sports Assoc.
Position Title

3-18-2016
Date

AMENDMENT TO USE AGREEMENT

3. USE OF PROPERTY

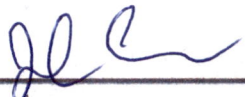
PLSA hereby acknowledges and agrees that the Property shall be used only for community and public purposes consistent with its non-profit status. No use shall be made of the Property, nor any use that would result in an increase in the existing rate of insurance upon the Property, or in a cancellation of any insurance policy covering the Property. PLSA shall not commit waste or any public or private nuisance upon the Property. In addition, the following provisions describe the PLSA use of the Property:

- A. PLSA shall have use of the Property from 3:00pm to dusk every Sunday, between April 1st and December 1st of each year. Any further requests for the space will be determined on a case-by-case basis. OPUD or other lessees or invitees of OPUD are free to utilize the Property at all other times or upon 2 weeks minimum notice to PLSA an alternative use which OPUD, in its sole discretion, deems is necessary.
- B. At times when either OPUD or PLSA does not use the Property, either party may reserve the use of the Property by means of placing a reservation through the OPUD office located at 1970 9th Ave, Olivehurst, CA 95961.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement.

OPUD:

John Tillotson



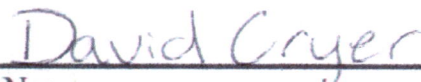
Signature

General Manager

Date

11-17-22

Plumas Lake Sports
Association:



Name



Signature

League President

Position Title

Date

11/14/2022

AMENDMENT TO USE AGREEMENT 2

3. USE OF PROPERTY


PLSA hereby acknowledges and agrees that the Property shall be used only for community and public purposes consistent with its non-profit status. No use shall be made of the Property, nor any use that would result in an increase in the existing rate of insurance upon the Property, or in a cancellation of any insurance policy covering the Property. PLSA shall not commit waste or any public or private nuisance upon the Property. In addition, the following provisions describe the PLSA use of the Property:

- A. PLSA shall have use of the Property from 12:00pm to dusk every Sunday, between April 1st and December 1st of each year. Any further requests for the space will be determined on a case-by-case basis. OPUD or other lessees or invitees of OPUD are free to utilize the Property at all other times or upon 2 weeks minimum notice to PLSA an alternative use which OPUD, in its sole discretion, deems is necessary.
- B. At times when either OPUD or PLSA does not use the Property, either party may reserve the use of the Property by means of placing a reservation through the OPUD office located at 1970 9th Ave, Olivehurst, CA 95961.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement.

OPUD:

John Tillotson



Signature

5-30-23

Date

General Manager


Plumas Lake Sports
Association:

David Cryer

Name

President

Position Title



Signature

5/22/2023

Date



PlayNSA.com

**National Softball Association
Baseball Players Association**

PO Box 7
Nicholasville, KY 40356

859-887-4114



PlayBPA.com

July 7, 2023

Plumas Lake Softball Association

This league is not affiliated with NSA!

Teams and Umpires aren't sanctioned by NSA.

The league doesn't have NSA (COI) Certificate of Insurance.

Any use of NSA for rules or Equipment aren't approved or authorized by NSA.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Horton". The signature is fluid and cursive.

Bill Horton
NSA-BPA President/CEO

RECEIVED
AUG 7 2023

BY: _____



Tax Exempt Organization Search

Select Database ?

Search All

Search By ?

Organization Name

Search Term ?

Plumas Lake Sports Association

City

Enter City

State

California

Country

United States

RESET

SEARCH

[Search Tips](#)

⚠ Your search did not return any results. Try again.
Need Help? See [Search Tips](#) for guidance on effective searching, search criteria and logic, and selecting search terms.

OUR AGENCY

- About IRS
- Careers
- Operations and Budget

KNOW YOUR RIGHTS

- Taxpayer Bill of Rights
- Taxpayer Advocate Service
- Independent Office of Appeals

RESOLVE AN ISSUE

- IRS Notices and Letters
- Identity Theft
- Phishing

LANGUAGES

- Español
- 中文(简体)
- 中文(繁體)

RELATED SITES

- U.S. Treasury
- Treasury Inspector General for Tax Administration



Tax Exempt Organization Search

Select Database ?

Search All

Search By ?

Organization Name

Search Term ?

Plumas Lake Adult Softball League

City

Enter City

State

California

Country

United States

RESET

SEARCH

[Search Tips](#)

⚠ Your search did not return any results. Try again.

Need Help? See [Search Tips](#) for guidance on effective searching, search criteria and logic, and selecting search terms.

OUR AGENCY

[About IRS](#)

[Careers](#)

[Operations and Budget](#)

KNOW YOUR RIGHTS

[Taxpayer Bill of Rights](#)

[Taxpayer Advocate Service](#)

[Independent Office of Appeals](#)

RESOLVE AN ISSUE

[IRS Notices and Letters](#)

[Identity Theft](#)

[Phishing](#)

LANGUAGES

[Español](#)

[中文\(简体\)](#)

[中文\(繁體\)](#)

RELATED SITES

[U.S. Treasury](#)

[Treasury Inspector General for Tax Administration](#)

Olivehurst Public Utility District



Agenda Item Staff Report

Meeting Date: September 21, 2023

Item description/summary: Plumas Lake Adult Softball League

Plumas Lake Adult Softball League was suspended at the August board meeting due to a letter received from National Softball Association (NSA), violating the use agreement by not being a verifiable nonprofit with the State and IRS, and violation of Yuba County Ordinance #8.76. The league was asked to fully resolve these matters by writing a letter to NSA confirming no affiliation or association with NSA, completing their nonprofit status so that it is verifiable with the state and IRS, and provide letters from players agreeing that they will not consume alcohol on OPUD property and implement the rule of no alcohol consumption in the parks in their game policies.

OPUD received a certified letter from Plumas Lake Adult Softball League that was sent to NSA confirming no affiliation, 17 signed letters from PLAS board members and players pledging no alcohol consumption on OPUD property, PLAS modified rules pertaining to no alcohol consumption at OPUD parks, a certificate of status from the Secretary of State, and the starting of non-profit paperwork with the IRS.

Fiscal Analysis:

Plumas Lake Adult Softball League officially cancelled their season in order to rectify the issues listed above. The Secretary of State has an active status as of August 31, 2023, but does not reflect any documents that are currently pending review or outstanding that may affect the status. The Secretary of State requires the league to submit a Statement of Information by November 29, 2023, and yearly after to maintain the status. The Statement of Information is currently outstanding. On September 19, 2023, at 5:00 p.m. an application for 501c4 (Social Welfare Organization) was filed with the IRS. The application was accepted by the system, but final approval has not been given as additional information may still be needed.

Sample Motion/Staff Recommendation:

It is recommended that the Board direct the league to finalize their paperwork with the IRS and Secretary of State for their official nonprofit status so as to not be in violation of the Use Agreement. All finalized paperwork should be presented to OPUD in March, a month before the next season is to begin, to ensure compliance. This will also allow time for NSA to review the letter sent by PLAS and allow for any further communication from NSA to OPUD.

Prepared by:

Bri Anne Ritchie, Board Clerk/Executive Assistant



Tax Exempt Organization Search

Select Database ?

Search All

Search By ?

Organization Name

Search Term ?

Plumas Lake Sports Association

City

Enter City

State

California

Country

United States

RESET

SEARCH

[Search Tips](#)

⚠ Your search did not return any results. Try again.
Need Help? See [Search Tips](#) for guidance on effective searching, search criteria and logic, and selecting search terms.

OUR AGENCY

- [About IRS](#)
- [Careers](#)
- [Operations and Budget](#)

KNOW YOUR RIGHTS

- [Taxpayer Bill of Rights](#)
- [Taxpayer Advocate Service](#)
- [Independent Office of Appeals](#)

RESOLVE AN ISSUE

- [IRS Notices and Letters](#)
- [Identity Theft](#)
- [Phishing](#)

LANGUAGES

- [Español](#)
- [中文\(简体\)](#)
- [中文\(繁體\)](#)

RELATED SITES

- [U.S. Treasury](#)
- [Treasury Inspector General for Tax Administration](#)



Tax Exempt Organization Search

Select Database ?

Search All

Search By ?

Organization Name

Search Term ?

Plumas Lake Adult Softball League

City

Enter City

State

California

Country

United States

RESET

SEARCH

[Search Tips](#)

⚠ Your search did not return any results. Try again.

Need Help? See [Search Tips](#) for guidance on effective searching, search criteria and logic, and selecting search terms.

OUR AGENCY

[About IRS](#)

[Careers](#)

[Operations and Budget](#)

KNOW YOUR RIGHTS

[Taxpayer Bill of Rights](#)

[Taxpayer Advocate Service](#)

[Independent Office of Appeals](#)

RESOLVE AN ISSUE

[IRS Notices and Letters](#)

[Identity Theft](#)

[Phishing](#)

LANGUAGES

[Español](#)

[中文\(简体\)](#)

[中文\(繁體\)](#)

RELATED SITES

[U.S. Treasury](#)

[Treasury Inspector General for Tax Administration](#)

Plumas Lake Softball



9/5/2023

NSA-BPA President/CEO-National Softball Association
PO Box 7
Nicholasville, KY 40356
859-887-4114

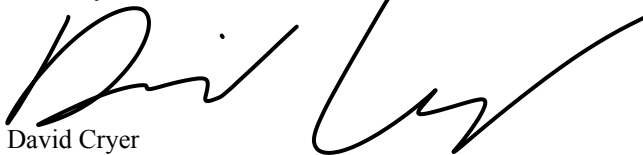
Re: Plumas Lake Softball Association/League

To Whom it may Concern:

On 8/14/23 we received a letter dated 7/7/23 facilitating a cease and desist because we are not an affiliate or sanctioned league with NSA. We are writing to you to clarify that we are in fact not affiliated or sanctioned with NSA softball and have never advertised as such. We do, however, require that the equipment used in our league have the NSA stamp to comply with an amended set of "house rules" for the sake of the safety of our league participants.


We apologize for any confusion this inquiry may have caused and hope that if, in the future, we apply to be affiliated that this will not impact any decision made. Please do not hesitate to contact us for any further questions or concerns via email at plsoftballleague@gmail.com.

Sincerely,



David Cryer
President

CC: OPUD (Olivehurst Public Utility Department)



PLSA LEAGUE PLAY AMENDMENTS

Disclaimer: All PLSA amendments to NSA gameplay rules are to keep in the spirit and safety of the league and will be enforced in league play at the discretion of game officials in conjunction with league officials.

Any and all players may contest PLSA amendments at will with the game official (game time will NOT be stopped to review rules contested). PLSA is not affiliated with the National Softball Association. Any NSA reference is just that.

1. Safety/Commitment Line

- a. A Commitment Line will be chalked in foul territory along the 3rd base line perpendicular to the pitcher's mound.
- b. A safety line will be chalked parallel to the Commitment Line perpendicular to home plate.
- c. All plays at home plate are force outs. The catcher must have control of the ball and be in contact with home plate BEFORE a runner makes ground contact behind the Safety Line to secure the force out.
- d. Any runner that crosses the commitment line on a live play is REQUIRED to attempt to advance and cross the Safety Line.
- e. Any runner that crosses the Commitment Line and retreats back across the Commitment Line is ruled out.
- f. Any runner advancing to home that touches home plate is ruled out.

2. Lineups and Field Positions

- a. Due to league configuration (Hat Draw) Lineups are allowed back to back male batters (no more than 2 males) as necessary. Adjustments based on sign-ups will be made at the discretion of league and field officials as needed. BOTH teams are afforded the same lineup configuration prior to game time.
- b. Teams are required to field a minimum of 4 females.
- c. A female must hold a minimum of 1 position in the infield AND outfield.
- d. A game may proceed with a minimum of 8 players (4-4) on the field.
- e. Contesting a "stacked" field is the responsibility of the opposing team.
- f. Teams being contested for "stacking" the field, at the discretion of the game official, must be made to fix field positions or forfeit the game. Forfeiture will NOT be enforced retroactively.
- g. Against female batters, no infielder may start in a position beyond the dirt, no outfielder may play on the infield, and no outfielder may cross within approximately 50ft of the infield at the game officials discretion.

3. Coed Walk Rules (NSA Coed, Rule 4, sub. sec. b)

- a. Due to non-traditional lineup structure, females DO NOT walk after males.

- b. If a male is walked and succeeded by a male batter, 1 base is awarded to the batter.
- c. If a male batter is succeeded by a female batter, 2 bases are awarded to the batter.
- d. Batters awarded 2 bases need not touch 1st base.
- e. Base runners do not advance unless forced i.e. runner on 2nd advanced to 3rd on a 2 base walk to a male batter.

4. Player Substitutions

- a. Substitute players may be entered into a game if a team cannot field a 6-4 defense (6 males, 4 females); games may proceed with a minimum of 8 players.
- b. Substitute players must come from within the league or the official sub list.
- c. A team which can field a 6-4 defense is not eligible to pick up a substitute player; and any substitute acquired without eligibility is considered an illegal substitute.
- d. Challenging of illegal substitutes is the responsibility of the opposing team and will be enforced at the field official's discretion.

5. Play-off Rules

- a. Single elimination format
- b. Minimum of 4 seeds determined by number of total teams registered
- c. The championship will be a full 7 innings and no 5 run rule restriction per inning.
- d. Each team is allowed 5 Home Runs, there is no "Equalizer".
- e. Standard Run-Rule will apply: 15 runs after 4 innings and 10 runs after 5 innings (NSA Rule 5, Section 2-adjusted)

6. Play-off Substitution Eligibility Requirements

- a. Substitute players must:
 - i. Be a member of PLSA official Facebook Page
 - ii. Be a paid participant of the current season
 - iii. Have participated in preceding regular season game
 - iv. Be 1:1 Substitution for a male or female player
 - v. Not be rostered with a seeded team
- b. If a team can field the minimum (6 male, 4 female) no Substitute is required.
- c. Substitute players may only be rostered for one team during postseason play.
- d. The eligibility of any sub may be challenged by a team Captain/Manager after lineups are submitted and/or before official game play begins. Any and all challenges of player eligibility will be enforced at the discretion of the official.
- e. Any substitute player that does not meet the above standard will be considered an "Illegal sub". Illegal substitution will result in loss of said player and an automatic out for said player's spot in the lineup.

7. Eufay Woods Park / PLSA substance policy:

- a. Eufay Woods Park is owned and operated by (OPUD) Olivehurst Public Utility District. It shall be unlawful for any person to possess, use or consume any alcoholic beverage in or upon the premises of any county or OPUD park or recreation area. Yuba County ordinance 8.76. Any violation of this can terminate the contract between OPUD and PLSA. No alcoholic beverages will be consumed before, during or after games while on the park premises. Any persons caught will be asked to leave and/or possible forfeiture of games.



Secretary of State Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name: Plumas Lake Softball League
Entity No.: 5887143
Registration Date: 08/31/2023
Entity Type: Nonprofit Corporation - CA - Mutual Benefit
Formed In: CALIFORNIA
Status: Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of September 05, 2023.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 142808530

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.

Plumas Lake Softball League

Alcohol Consumption Pledge

I, David Cryer, as a member and or board member of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas. I pledge to monitor the participants of the league to make sure they abide by the use agreement with OPUD. I can confirm that the new alcohol pledge will be part of any registration at any given time of the year and the league will not accept any registrations without it being accepted by the participant.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by OPUD officials to suspend and or terminate use agreement indefinitely.

Signature: 

Date: 8/31/2023

Plumas Lake Softball League

Alcohol Consumption Pledge

I, David Schmidt, as a member and or board member of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas. I pledge to monitor the participants of the league to make sure they abide by the use agreement with OPUD. I can confirm that the new alcohol pledge will be part of any registration at any given time of the year and the league will not accept any registrations without it being accepted by the participant.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by OPUD officials to suspend and or terminate use agreement indefinitely.

Signature: _____

Date: _____

8/30/23

Plumas Lake Softball League

Alcohol Consumption Pledge

I, Christina Byles, as a member and or board member of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas. I pledge to monitor the participants of the league to make sure they abide by the use agreement with OPUD. I can confirm that the new alcohol pledge will be part of any registration at any given time of the year and the league will not accept any registrations without it being accepted by the participant.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by OPUD officials to suspend and or terminate use agreement indefinitely.

Signature: 

Date: 7/1/23

Plumas Lake Softball League

Alcohol Consumption Pledge

I, Brendan McHugh, as a member and or board member of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas. I pledge to monitor the participants of the league to make sure they abide by the use agreement with OPUD. I can confirm that the new alcohol pledge will be part of any registration at any given time of the year and the league will not accept any registrations without it being accepted by the participant.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by OPUD officials to suspend and or terminate use agreement indefinitely.

Signature:

A handwritten signature in black ink, appearing to be 'B. McHugh', written over a horizontal line.

Date: 8/30/2023

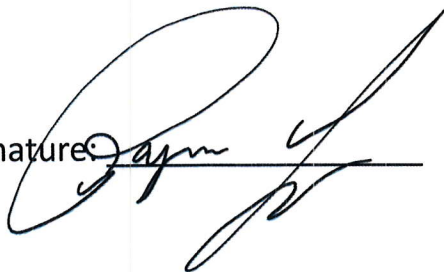
Plumas Lake Softball League

Alcohol Consumption Pledge

I, Raymond Leyba, as a member/participant of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by the league officials to suspend game play and or participant suspension indefinitely.

Signature:

A handwritten signature in black ink, appearing to read 'Raymond Leyba', written over a horizontal line.

Date:

8/24/23

Plumas Lake Softball League

Alcohol Consumption Pledge

I, Matthew
keller, as a member/participant of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by the league officials to suspend game play and or participant suspension indefinitely.

Signature: Matthew
keller

Date: 8/23/23

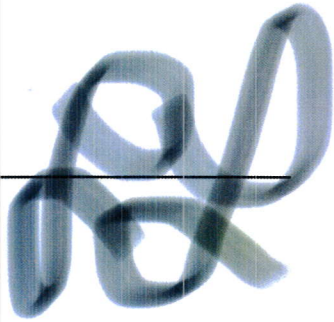
Plumas Lake Softball League

Alcohol Consumption Pledge

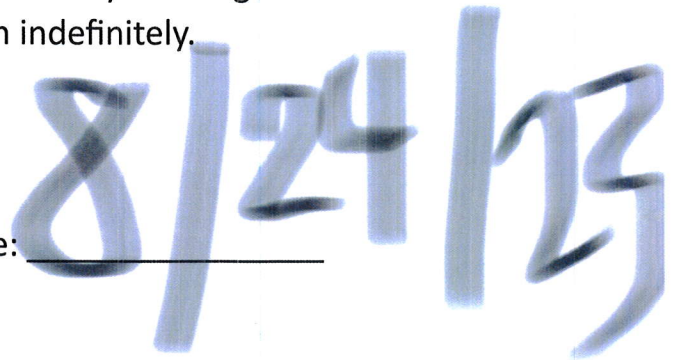
I, Leslie, as a member/participant of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by the league officials to suspend game play and or participant suspension indefinitely.

Signature: _____



Date: _____



Plumas Lake Softball League

Alcohol Consumption Pledge

I, Mark Olivas, as a member/participant of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by the league officials to suspend game play and or participant suspension indefinitely.

Signature: ML

Date: 8/24/2023



Plumas Lake Softball League

Alcohol Consumption Pledge

I, ~~Christina Boyes~~, as a member/participant of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by the league officials to suspend game play and or participant suspension indefinitely.

Signature: _____



Date: 8/24/23

Plumas Lake Softball League

Alcohol Consumption Pledge

I, JOE RODRIGUEZ, as a member/participant of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by the league officials to suspend game play and or participant suspension indefinitely.

Signature: 

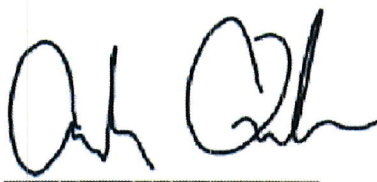
Date: 8/24/23

Plumas Lake Softball League

Alcohol Consumption Pledge

I, Andy Qutami, as a member/participant of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by the league officials to suspend game play and or participant suspension indefinitely.

Signature: 

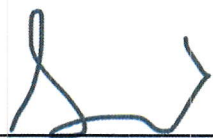
Date: 08/24/2023

Plumas Lake Softball League

Alcohol Consumption Pledge

I, ~~Saba Davis~~, as a member/participant of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by the league officials to suspend game play and or participant suspension indefinitely.

Signature:  _____

Date: 8/24/23

Plumas Lake Softball League

Alcohol Consumption Pledge

I, Christina Thompson as a member/participant of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by the league officials to suspend game play and or participant suspension indefinitely.

Signature: Christina Thompson

Date: 8/25/23

Plumas Lake Softball League

Alcohol Consumption Pledge

I, Helena Young, as a member/participant of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by the league officials to suspend game play and or participant suspension indefinitely.

Signature: Helena Young

Date: 08/25/23

Plumas Lake Softball League

Alcohol Consumption Pledge

I, Eddie cook, as a member/participant of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by the league officials to suspend game play and or participant suspension indefinitely.

Signature: Eddie cook

Date: 9/5/23

Plumas Lake Softball League

Alcohol Consumption Pledge

I, Steven Callahan, as a member/participant of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by the league officials to suspend game play and or participant suspension indefinitely.

Signature: Steven Callahan



Date: 8/28/2023

Plumas Lake Softball League

Alcohol Consumption Pledge

I, Hannah Callahan, as a member/participant of Plumas Lake Softball League, hereby pledge to adhere to the regulations outlined in Yuba County Ordinance Code Title VIII, Chapter 8.76.090 regarding alcohol restrictions. I understand that it is unlawful to bring, possess, or consume any alcoholic beverage within the common areas of the league's activities, including but not limited to grass areas, parks, and public use areas.

I commit to upholding this pledge and contributing to a safe and respectful environment for all members/participants and attendees. I acknowledge that failure to comply with this pledge may result in action by the league officials to suspend game play and or participant suspension indefinitely.

Signature: *Hannah Callahan*



Date: 8/28/2023

Sort by: Date 

Application for Recognition for Exemption Under Section 501(a) or Section 521

Organizations file this form to apply for recognition of exemption from federal income tax under Section 501(a) (other than Sections 501(c)(3) or

501(c)(4)) or Section 521.

Form Number: 1024

Form Status: Accepted

Pay.gov Tracking ID: 277QLACC

Date Submitted: 09/19/2023 17:00:31 PM

Application Name: Form 1024, Application for Recognition of Exemption Under Section 501(a)

The IRS receives more than 95,000 applications for tax-exempt status each year. We've provided the following guidelines for when you can expect to hear from us.

What happens after I submit my application?

After submitting your application for tax-exempt status, you will receive an acknowledgement notice, which means the IRS has received your application. If additional information is needed, the case will be assigned to an Exempt Organizations specialist who will contact you if necessary.

Has my application been assigned to a specialist?

Applications submitted after the postmark date in the chart below have not yet been assigned to an Exempt Organizations specialist. Keep checking this web page for updates and await IRS contact. **There is no need to call.**

Information on [expedite handling requests](#).

Form Number **Your application has not been assigned if postmarked after this date:**

Form 1023-EZ	August 26, 2023
Form 1023	January 3, 2023
Form 1024	February 27, 2023
Form 1024-A	February 8, 2023
Form 8940	January 5, 2023

How do I check the status of my application after it has been assigned to a specialist?

Life cycle of an Exempt Organization

Olivehurst Public Utility District



Agenda Item Staff Report

Meeting Date: March 18, 2024

Item description/summary: Plumas Lake Adult Softball League

Plumas Lake Adult Softball League was suspended at the August 2023 board meeting due to a letter received from National Softball Association (NSA), violating the use agreement by not being a verifiable nonprofit or not-for-profit with the State and IRS, and violation of Yuba County Ordinance #8.76. The league was asked to fully resolve these matters by writing a letter to NSA confirming no affiliation or association with NSA, completing their nonprofit status so that it is verifiable with the state and IRS, and provide letters from players agreeing that they will not consume alcohol on OPUD property and implement the rule of no alcohol consumption in the parks in their game policies.

OPUD received a certified letter from Plumas Lake Adult Softball League that was sent to NSA confirming no affiliation, 17 signed letters from PLAS board members and players pledging no alcohol consumption on OPUD property, PLAS modified rules pertaining to no alcohol consumption at OPUD parks, a certificate of status from the Secretary of State, and the starting of non-profit paperwork with the IRS.

The Plumas Lake Adult Softball League has a completed non-profit/not-for-profit status with the State. However, the IRS has yet to approve the paperwork for the non-profit/not-for-profit status as of Monday, March 18, 2024, and has not furnished the league with a valid EIN for the not-for-profit league.

Fiscal Analysis:

Sample Motion/Staff Recommendation:

It is recommended that the league continue to diligently work on obtaining their valid non-profit/not-for-profit status with the IRS. It is also recommended that the board allow the league to start their Spring season. However, the board will need to determine if a charge to the league should apply to avoid a gift of public funds situation. This item should be revisited before their Fall season and brought back to the Board in July with a status update on their non-profit/not-for-profit status.

Prepared by:

Bri Anne Ritchie, Board Clerk/Executive Assistant



Tax Exempt Organization Search

Select Database ?

Search All

Search By ?

Organization Name

Search Term ?

Plumas Lake Softball League

City

Enter City

State

All States

Country

United States

RESET

SEARCH

[Search Tips](#)

⚠ Your search did not return any results. Try again.

Need Help? See [Search Tips](#) for guidance on effective searching, search criteria and logic, and selecting search terms.

OUR AGENCY

[About IRS](#)

[Careers](#)

KNOW YOUR RIGHTS

[Taxpayer Bill of Rights](#)

[Taxpayer Advocate Service](#)

RESOLVE AN ISSUE

[IRS Notices and Letters](#)

[Identity Theft](#)

LANGUAGES

[Español](#)

[中文\(简体\)](#)

[中文\(繁體\)](#)

RELATED SITES

[U.S. Treasury](#)

[Treasury Inspector General for Tax Administration](#)

From: [Plumas Lake Softball](#)
To: [Brienne Ritchie](#)
Cc: [David Cryer](#); [Dave Schmidt](#); [John Tillotson](#)
Subject: Re: 2024 Spring Season
Date: Friday, July 12, 2024 3:44:59 PM
Attachments: [image001.png](#)

Good afternoon,

Just wanted to get back to you since I had some time to finally call the IRS to see about an update from them. As of today when I checked the site before I called, it was updated to show that 12/13/23 apps should be in review or assigned at least, so when I called I spoke with a lady by name of Ms. Gibbs, ID #1003232975 and she stated that she does show our application and that it will still take some time but that she could put in a referral to try and help speed up the process. She went ahead and put that in for us and said that we would get a call or notice of an update within 45 days.

I know this process is slow but we have no control over it, as does anyone who submits this same application, they too will go through the same process as we have had to, it's a bit frustrating for sure but we are being patient since that's all we can do. We hope with this update that OPUD can be patient with it as well so the IRS can continue to do their thing. Right now we are not doing a season but hope that the IRS will finally be caught up and we should know something within 45 days, at least on the status, so with that we hope to be able to start up for Fall season which wouldn't start until around Sept. If for some reason the IRS is still behind then we will just submit the \$500 fee until we get our IRS exemption back. I don't think us keeping the agreement in place is hurting anything and would really like to continue our agreement with OPUD and as mentioned if nothing back from IRS by end of August then we will just submit the retainer with OPUD to continue our agreement until we get the IRS paperwork back.

I understand you mentioned you send the agendas to David Cryers email but if you can send to all of the emails including this one so that no one misses it, it would be greatly appreciated. Also Earl is still with us, at least for now and if anyone does withdraw from our league then we will let you know to exclude those emails if needed.

With the board meeting coming up, I know for myself that I will be gone for Surgery, I may be able to attend on phone but there may be chance I can't. I believe David and or Earl plan to attend to get any updates from the board and to mention any of this info if needed.

We look forward to your response and help with this so that we can continue to try and keep this league going for our community.

Thank you
Christina Boyes

On Wed, Jun 19, 2024 at 3:09 PM Brienne Ritchie <[britchie@opud.org](mailto:britchier@opud.org)> wrote:

Hello Christina,

According to your email below, you submitted your application on September 19, 2023. The attached photo states that if you submitted after August 28, 2023, which you did, that your application has not been yet assigned. I am not seeing anything in the attached photos that show which month they are processing, only those items submitted before the August 28, 2023, date is taking roughly 210 days (7 months) to process. Your application is currently in its 9-month of being reviewed. The parks committee was informed on June 6th that your organization's not-for-profit status has yet to be approved. They pushed the item to the July board meeting where they will determine if they will be cancelling the agreement as they have given ample time for your application to be processed and any concerns with your paperwork be addressed and/or corrected with the IRS. I do recall that the board asked you to reach out to the IRS to find out what the holdup may be on your paperwork. If you have reached out to them, please let me know who you spoke with and what they stated so that I can inform the Directors. If you have not reached out, I highly recommend you do so as I know the Directors will ask you if you have and what the outcome of that conversation was.

As you recall, your organization was given the option to bring in a fee of \$500 for field use for the season or bring in your accounting records and bank statements to show proof of not-for-profit status. As you elected not to pursue these options, you were given until June/July to finalize your paperwork.

All agendas (Committee Meeting Agendas, Board Meeting Agendas, and Special Board Meeting Agendas) are sent via email to David Cryer right after they are published to the public. Should your group be on an agenda, he and you will need to make sure that you both attend the meeting to discuss and answer questions from the Directors. He did not attend this month's meeting, so I could only update the Directors with the information I have readily available to me.

Please send me the information you have regarding who you spoke with at the IRS and what, if anything, the holdup may be on processing your paperwork. I will provide that to the Directors. Your use agreement will be discussed at the July board meeting, so I ask that both you and David Cryer attend as Dave Schmidt has informed me, he is no longer affiliated with the board or group.

Please let me know if you have any questions.

Best,

Bri Anne Ritchie

Board Clerk/Executive Assistant

Olivehurst Public Utility District

530-743-0317

Britchie@opud.org

Our Mission is to provide high quality services to enhance our community's quality of life.



From: Plumas Lake Softball <plsoftballleague@gmail.com>
Sent: Monday, June 17, 2024 11:37 AM
To: Brianne Ritchie <britchie@opud.org>; David Cryer <dcryer2010@gmail.com>; Dave Schmidt <dschmidt@elite.gs>
Subject: Re: 2024 Spring Season

Good morning,

We wanted to update you as we said we would in June and then again in July if the IRS was not up to date yet. As of this morning they are still only on applications for form 1024 for the 501c7 as of August 28, 2023. So, with our submission date of 9/19/23 we are still probably about a month out it looks like so we will update again next month, we are staying positive that all paperwork will be in order in time for Fall season. If we are on the agenda for this month's meeting, please send us a copy so that we can attend and explain all this as well. I have attached screen shots of the IRS web page showing this information as well as our submission info again.

We understand that there is another league wanting a use agreement however, since we still hold ours until IRS processes our application we are confident that it will be denied for the time being since of course as you see in attached photo they also are not yet approved for tax exemption yet being as they are so far out on applications I'm sure they have a while to wait as well and of course I'm sure they would have to have the same items OPUD is requiring from us for the IRS tax exemption.

We look forward to your response and we will continue to update as we check with the IRS if you want to continue checking as well under our EIN # 92-0290586 or name of Plumas Lake Softball League. Thank you for your time.

Thank you

Christina Boyes

PLSL

On Tue, Apr 30, 2024 at 1:12 PM Plumas Lake Softball <plsoftballleague@gmail.com> wrote:

Sorry have been super busy with work and haven't checked emails for a bit, but yes like Earl mentioned we are too far into spring to start to be done for the next season. He had let us know he let you know. So we are just going to wait for the IRS to finish processing and like you mentioned we will revisit it in June/July depending how far the IRS has gotten by then. Hope they are finally catching up. Once it's closer we will reach out to send in any paperwork and to be put on the agenda to get going for the summer/fall season.

Thank you

Christina

On Mon, Apr 22, 2024 at 9:11 AM Brianne Ritchie <britchie@opud.org> wrote:

Hello Dave,

No one had gotten back to me. Thank you for letting me know. I'll let the Parks Committee and Board know.

Thank you,

Bri Anne Ritchie

Board Clerk/Executive Assistant
Olivehurst Public Utility District
530-743-0317

britchie@opud.org

Our Mission is to provide high quality services to enhance our community's quality of life.

image



Sent from my T-Mobile 5G Device
Get [Outlook for Android](#)

From: Dave Schmidt <dschmidt@elite.gs>
Sent: Friday, April 19, 2024 10:51:29 AM
To: Brianne Ritchie <britchie@opud.org>; Plumas Lake Softball
<plsoftballleague@gmail.com>; David Cryer <dcryer2010@gmail.com>
Subject: RE: 2024 Spring Season

Good morning,

Not sure if the others have emailed you. The decision was made to skip the spring season. The league will start back up once all the IRS paperwork is done. That is the easiest route.

Thanks!

DAVE SCHMIDT | **ELITE** | o: (916) 568-1400 | m: (916) 633-9011 |
www.elite.gs

OUR SERVICE RATES ARE CHANGING. Click [here](#) for more information.

From: Brianne Ritchie <britchie@opud.org>
Sent: Thursday, April 18, 2024 3:01 PM
To: Dave Schmidt <dschmidt@elite.gs>; Plumas Lake Softball
<plsoftballleague@gmail.com>; David Cryer <dcryer2010@gmail.com>
Subject: RE: 2024 Spring Season
Importance: High

Hello All,

Please see my email below that was sent on Wednesday, April 10th. Please advise as to which route you will be taking so that I can inform my General Manager and Directors. I will need to know no later than Wednesday, April 24th.

Thank you,

BriAnne Ritchie

Board Clerk/Executive Assistant

Olivehurst Public Utility District

530-743-0317

Britchie@opud.org

Our Mission is to provide high quality
services to enhance our community's quality of life.



From: Brianne Ritchie

Sent: Wednesday, April 10, 2024 2:41 PM

To: Dave Schmidt <dschmidt@elite.gs>; Plumas Lake Softball
<plsoftballleague@gmail.com>; David Cryer <dcryer2010@gmail.com>

Subject: 2024 Spring Season

Importance: High

Hello All,

The results of the board meeting regarding the league's suspension were discussed with Dave. In order for your league to be allowed to play the Spring 2024 season, a retainer in the amount of \$500.00 must be brought in. Your organization has been given until June/July to finalize your 501c7 with the IRS and provide the proper paperwork and EIN to OPUD. In order to avoid the \$500 retainer, you can bring in your financial books including your bank statements to show proof of not-for-profit since the inception of the league for our Financial Manager to review. Please let me know if you will be bringing in the retainer or your financials so I can let my Financial Manager know. If we do not receive the retainer or financials, your Spring season will not be allowed to move forward. Please let me know if you have any questions.

Best,

BriAnne Ritchie

Board Clerk/Executive Assistant

Olivehurst Public Utility District

530-743-0317

Britchie@opud.org

Our Mission is to provide high quality
services to enhance our community's quality of life.

