



**Mission statement of McKinleyville Community Services District:**  
“Provide McKinleyville with safe and reliable water, wastewater, lighting, open space, parks and recreation, and library services in an environmentally and fiscally responsible manner.”

**TELECONFERENCE Via ZOOM & TELEPHONE:**

**Use ZOOM MEETING ID: 675 633 6928 (<https://zoom.us/j/6756336928>) or DIAL IN TOLL FREE: 1-888-788-0099 (No Password Required!)**

**WEDNESDAY, JUNE 3, 2020 AT 6:30/7:00 PM**

To participate, please teleconference using the toll free number listed above, or join through the internet at the Zoom App with weblink and ID number listed above, or the public may submit written comments to the Board Secretary at: [asousa@mckinleyvillecsd.com](mailto:asousa@mckinleyvillecsd.com) up until 4:30 p.m. on Wednesday, June 3, 2020

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**CLOSED SESSION AGENDA**  
**6:30 p.m.**

**A. CALL TO ORDER**

A.1 Roll Call

**A.2 PUBLIC COMMENT AND WRITTEN COMMUNICATIONS**

*Any person may address the Board at this time upon any subject not identified on this Agenda but within the jurisdiction of the McKinleyville Community Services District; however, any matter that requires action will be referred to staff for a report of action at a subsequent Committee or Board meeting. As to matters on the Agenda, an opportunity will be given to address the Board when the matter is considered. **Comments are limited to 3 minutes.** Letters should be used for complex issues.*

**A.3 Closed Session Discussion**

*At any time during the regular session, the Board may adjourn to closed session to consider existing or anticipated litigation, liability claims, real property negotiations, license and permit determinations, threats to security, public employee appointments, personnel matters, evaluations and discipline, labor negotiations, or to discuss with legal counsel matters within the attorney-client privilege.*

**a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (California Government Code § 54954.5 and 54957) Title: General Manager—Gregory Orsini**

**A.4 Report out of Closed Session**

## REGULAR MEETING AGENDA

### TELECONFERENCE Via ZOOM & TELEPHONE:

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### A. CALL TO ORDER

A.1 Roll Call

A.2 Pledge of Allegiance

A.3 Additions to the Agenda

*Items may be added to the Agenda in accordance with Section 54954.2(b)(2) of the Government Code (Brown Act), upon a determination by two-thirds vote of the members of the legislative body present at the time of the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the McKinleyville Community Services District after the Agenda was posted.*

A.4 Approval of the Agenda

### B. PUBLIC HEARINGS

*These are items of a Quasi-Judicial or Legislative nature. Public comments relevant to these proceedings are invited.*

#### **NO PUBLIC HEARING SCHEDULED**

### C. PUBLIC COMMENT AND WRITTEN COMMUNICATIONS

*Any person may address the Board at this time upon any subject not identified on this Agenda but within the jurisdiction of the McKinleyville Community Services District; however, any matter that requires action will be referred to staff for a report of action at a subsequent Committee or Board meeting. As to matters on the Agenda, an opportunity will be given to address the Board when the matter is considered. **Comments are limited to 3 minutes.** Letters should be used for complex issues.*

### D. CONSENT CALENDAR

*Consent Calendar items are expected to be routine and non-controversial, 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 removed so that it may be acted upon separately.*

D.1 Consider Approval of the Minutes of the Board of Directors Regular Meeting on May 6, 2020 **Pg. 6**

Attachment 1 – Draft Minutes from May 6, 2020 **Pg. 7**

D.2 Consider Approval of April 2020 Treasurer's Report **Pg. 11**

D.3 Compliance with State Double Check Valve (DCV) Law **Pg. 36**

D.4	Consider Approval of 2019 Consumer Confidence Report (CCR) Attachment 1 – 2019 Consumer Confidence Report	<b>Pg. 38</b> <b>Pg. 40</b>
D.5	Consider Adoption of Resolution 2020-10 Amending the Rules and Regulations Rule 45.03.b Facility Use Fees and 45.03.c Event Service Fees Attachment 1 – Resolution 2020-10 Attachment 2 – Table of Current Fees to Proposed Fees	<b>Pg. 47</b> <b>Pg. 50</b> <b>Pg. 53</b>
D.6	Approve Conveyance of Water and Sewer Facilities Related to Frito Lay Project Attachment 1 – Agreement for Conveyance and Acceptance of Frito Lay Project	<b>Pg. 55</b> <b>Pg. 56</b>

## **E. CONTINUED AND NEW BUSINESS**

E.1	Consider Approval of FY2020-21 Proposed Budget and Appropriations Limit Attachment 1 – Budget for FY2020-21 Attachment 2 – Resolution 2020-11	<b>Pg. 57</b> <b>Pg. 59</b> <b>Pg. 103</b>
E.2	Distribution of Annual Board Self-Evaluation Attachment 1 – Board Self-Evaluation Policy & Procedure Attachment 2 – Self-Evaluation Worksheet	<b>Pg. 104</b> <b>Pg. 105</b> <b>Pg. 106</b>
E.3	Discuss and Decide on District Preferences for November 3, 2020 Election Attachment 1 – Letter from County Elections Office	<b>Pg. 109</b> <b>Pg. 111</b>
E.4	Consider Approval of Professional Services Agreement with Kennedy/Jenks to Perform Engineering Services for the 4.5 MG Water Reservoir Project. Attachment 1 – Professional Services Agreement Exhibit A – 4.5 MG Water Reservoir Project Scope or Work	<b>Pg. 119</b> <b>Pg. 121</b> <b>Pg. 128</b>
E.5	Approve Resolution 2020-12 Authorizing the Acceptance and Recordation of a Grant Deed to Real Property Located in McKinleyville, CA (APN 508-091-037, 508-081-034, 508-031-001, and 506-341-017) Attachment 1 – Certificate of Acceptance Attachment 2 – Resolution 2020-12	<b>Pg. 156</b> <b>Pg. 158</b> <b>Pg. 159</b>
E.6	Consider Approval of Proposal of Fedak & Brown to provide Audit Services for FY2019-20, FY2020-21, and FY2021-22 Attachment 1 – Fedak & Brown, LLP Audit Proposal	<b>Pg. 180</b> <b>Pg. 182</b>
E.7	Consider adopting Resolutions 2020- 13 Initiating the Formation of Street Light Zone # 102, Resolution 2020- 14 Initiating the Formation of Street Light Zone # 103, and Resolution 2020- 15 Initiating the Formation of Street Light Zone # 104	<b>Pg. 209</b>

Attachment 1 – Resolution of Initiation 2020-13 for SLZ #102 w/ Exhibit A	<b>Pg. 212</b>
Attachment 2 – Resolution of Initiation 2020-14 for SLZ #103 w/ Exhibit A	<b>Pg. 218</b>
Attachment 3 – Resolution of Initiation 2020-15 for SLZ #104 w/ Exhibit A	<b>Pg. 224</b>
Attachment 4 – SLZ #102 Engineers Report w/ Exhibit A and B	<b>Pg. 230</b>
Attachment 5 – SLZ #103 Engineers Report w/ Exhibit A and B	<b>Pg. 234</b>
Attachment 6 – SLZ #104 Engineers Report w/ Exhibit A and B	<b>Pg. 238</b>

E.8 Authorize Letter to be Sent on Behalf of MCSD Board of Directors to Humboldt LAFCo and the Board of Supervisors	<b>Pg. 242</b>
Attachment 1 – Draft Letter to Humboldt LAFCo	<b>Pg. 243</b>

## **F. REPORTS**

*No specific action is required on these items, but the Board may discuss any particular item as required.*

### **F.1 ACTIVE COMMITTEE REPORTS**

- a. Recreation Advisory Committee (Couch/Mayo)
- b. Area Fund (John Kulstad/Barsanti)
- c. Redwood Region Economic Development Commission (Mayo/Burke)
- d. McKinleyville Senior Center Board Liaison (Barsanti/Burke)
- e. Audit (Corbett/Barsanti)
- f. Employee Negotiations (Couch/Corbett)
- g. McKinleyville Municipal Advisory Committee (Burke/Mayo)
- h. Humboldt Local Agency Formation Commission (Couch)
- i. Environmental Matters Committee (Couch/Corbett)

### **F.2 LEGISLATIVE AND REGULATORY REPORTS **Pg. 245****

### **F.3 STAFF REPORTS**

- a. Support Services Department (Colleen M.R. Trask) **Pg. 253**
- b. Operations Department (James Henry) **Pg. 255**
- c. Parks & Recreation Department (Lesley Frisbee) **Pg. 260**
- d. General Manager (Greg Orsini) **Pg. 268**
- Attachment 1 – WWMF Monthly Self-Monitoring Report **Pg. 271**

### **F.4 PRESIDENT’S REPORT**

### **F.5 BOARD MEMBER COMMENTS, ANNOUNCEMENTS, REPORTS AND AGENDA ITEMS REQUESTS**

## **G. ADJOURNMENT**

**Posted 5:00 pm on May 29, 2020**

*Pursuant to California Government Code Section 54957.5, this agenda and complete Board packet are available for public inspection on the web at [McKinleyvillecsd.com/minutes](http://McKinleyvillecsd.com/minutes) or upon request at the MCSD office, 1656 Sutter Road, McKinleyville. A complete packet is also available for viewing at the McKinleyville Library at 1606 Pickett Road, McKinleyville. If you would like to receive the complete packet via email, free of charge, contact the Board Secretary at (707)839-3251 to be added to the mailing list.*

*McKinleyville Community Services District will, on request, make agendas available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact the Board Secretary at (707) 839-3251. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements for accommodations.*

# McKinleyville Community Services District

## BOARD OF DIRECTORS

June 3, 2020

TYPE OF ITEM: **ACTION**

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**ITEM: D.1**                      **Consider Approval of the Minutes of the Board of Directors**

**PRESENTED BY:**              **April Sousa, Board Secretary**

**TYPE OF ACTION:**            **Roll Call Vote – Consent Calendar**

**Recommendation:**

Staff recommends that the Board review and approval of the draft minutes from the May 6, 2020.

**Discussion:**

The Draft minutes are attached for the above listed meeting.

**Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

**Fiscal Analysis:**

Not applicable

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

- Attachment 1 – Draft Minutes from May 6, 2020

**MINUTES OF THE CLOSED/REGULAR MEETING OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT HELD ON WEDNESDAY, MAY 6, 2020 AT 6:00/7:00 P.M.**

**TELECONFERENCE Via ZOOM & TELEPHONE:**

**ZOOM MEETING ID: 675 633 6928 (<https://zoom.us/j/6756336928>) and TOLL FREE: 1-888-788-0099**

**Closed Session Meeting**

**AGENDA ITEM A. CALL TO ORDER:**

**A.1 Roll Call:** The closed session meeting of the Board of Directors of McKinleyville Community Services District convened at 6:11 pm with the following Directors and staff in attendance:

Mary Burke, President	Gregory Orsini, General Manager
Shel Barsanti, Director	April Sousa, Board Secretary
John Corbett, Director	Russel Gans, Legal Counsel
David Couch, Director	
Dennis Mayo, Director (arrived by phone 6:17 p.m.)	

**A.2 Public Comment and Written Communications:** John Shelter from New Directions spoke on those experiencing homelessness and asked MCSD to support an initiative for parking lot camps similar to the City of Arcata.

**A.3 Closed Session Discussion**

*At any time during the regular session, the Board may adjourn to closed session to consider existing or anticipated litigation, liability claims, real property negotiations, license and permit determinations, threats to security, public employee appointments, personnel matters, evaluations and discipline, labor negotiations, or to discuss with legal counsel matters within the attorney-client privilege.*

a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (California Government Code § 54954.5 and 54957) Title: General Manager—Gregory Orsini

b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code 54956.8)  
 Agency Negotiators: Greg Orsini, General Manager, Russell Gans, Legal Counsel  
 Parties with Whom Negotiating: Dolores Pialorsi, Trustee  
 Property: Humboldt County Assessor Parcel Nos. 506-341-017, 508-031-001, 508-081-034 and 508-091-037, located at/near Fischer Road, McKinleyville, Humboldt County, CA  
 Under Negotiation: Purchase Agreement (Price and Terms of Payment)

**A.4 Report Out of Closed Session**

There was nothing to report from Closed Session.

**Regular Meeting**

**AGENDA ITEM A. CALL TO ORDER:**

**A.1 Roll Call:** The regular session of the Board of Directors of McKinleyville Community Services District convened at 7:20 pm with the following Directors and staff in attendance:

Mary Burke, President	Gregory Orsini, General Manager
Shel Barsanti, Director	Colleen Trask, Finance Director
John Corbett, Director	James Henry, Operations Director
David Couch, Director	Lesley Frisbee, Recreation Director
Dennis Mayo, Director	April Sousa, Board Secretary

**A.2 Pledge of Allegiance:** The Pledge of Allegiance was led by Director Couch.

**A.3 Additions to the Agenda:** There were no additions to the agenda.

**A.4 Approval of the Agenda:**

**Motion:** It was moved to adopt the agenda.

**Motion by:** Director Corbett; **Second:** Director Couch

There were no public in attendance to comment for this item.

**Roll Call:** Ayes: Barsanti, Corbett, Couch, Mayo and Burke Nays: None Absent: None

**Motion Summary:** Motion Passed

**AGENDA ITEM B. PUBLIC HEARINGS:**

- B.1 Conduct Public Hearing for the Annual Levy of Assessments (Fiscal Year 2020/2021) for the Measure B Maintenance Assessment District – Renewal for Parks, Open Space, and Recreational Facilities

Consider Adopting Resolution 2020-08; Approving the Annual Engineer’s Report; Fiscal Year 2020/2021; McKinleyville Community Services District; Measure B Maintenance Assessment District (Renewal for Parks, Open Space, and Recreational Facilities), Including the Assessment Diagram Connected Therewith

Consider Adopting Resolution 2020-09; Ordering the Levy and Collection of Assessments within the Measure B Maintenance Assessment District (Renewal for Parks, Open Space, and Recreational Facilities) for FY 2020/2021

General Manager Orsini gave an overview of the Public Hearing item.

President Burke opened the Public Hearing at 7:30 p.m. There was no public in attendance. The public hearing was closed.

**Motion:** Approve Resolution 2020-08 and 2020-09 and staff report related to the two.

**Motion by:** Director Corbett; **Second:** Director Barsanti

There were no comments from the public.

**Roll Call:** Ayes: Barsanti, Corbett, Couch, Mayo and Burke Nays: None Absent: None

**Motion Summary:** Motion Passed

**AGENDA ITEM C. PUBLIC COMMENT AND WRITTEN COMMUNICATIONS:**

There was no public comment.

Board Secretary April Sousa noted that a member of the public was in contact with her via email attempting to get onto the platform. Board Secretary Sousa was assisting the public. President Burke asked that as soon as the member of the public was able to attend remotely, they will be allowed to give public comment.

**AGENDA ITEM D. CONSENT CALENDAR:**

- D.1 Consider Approval of the Minutes of the Board of Directors Regular Meeting on February 5, 2020

- D.2 Consider Approval of January 2020 Treasurer’s Report

**Motion:** It was moved to approve Consent Calendar.

**Motion by:** Director Corbett; **Second:** Director Couch

There were no comments from the Board or public.

**Roll Call:** Ayes: Barsanti, Corbett, Couch, Mayo and Burke Nays: None Absent: None

**Motion Summary:** Motion Passed



## **AGENDA ITEM E. CONTINUED AND NEW BUSINESS:**

### **E.1 FY2019-20 Budget Review and Potential Amendment**

Finance Director Colleen M.R. Trask gave an overview of the item. Clarifying questions regarding possible assistance for lost revenue due to COVID-19 were answered. The staff was commended for their hard work to minimize losses.

During this item, the public attempting to attend logged onto Zoom. They were asked if they had any comments about this item and any other general public comment. There were no public comments.

**Motion:** Approve the proposed revised Parks/General Fund budget for FY2019-20

**Motion by:** Director Corbett; **Second:** Director Barsanti

**Roll Call:** Ayes: Barsanti, Corbett, Couch, Mayo and Burke Nays: None Absent: None

**Motion Summary:** Motion Passed

### **E.2 Review Operations Draft Budget for Water, Wastewater, and Streetlights Funds FY2020-21**

Finance Director Trask gave the overview for this informational only item. She noted grant funding and clarification was made as to where this funding showed in the budget. Staff was commended for their work on the budget. There was no public comment on this item. No action taken.

### **E.3 Discussion of 2019 Wastewater Management Facility Annual Report to the North Coast Regional Water Quality Control Board (NCRWQCB)**

Operations Director James Henry gave an overview of this item. General Manager Orsini discussed upgrades. There were no other comments from the public or board on this informational item. No action taken.

### **E.4 Humboldt Local Agency Formation Commission (LAFCo) Official Ballot Selection**

Board Secretary Sousa gave the overview of this item. Director Barsanti deferred to Director Couch's input on nominated candidates. Directors Couch, Mayo, and Corbett all spoke in favor of the incumbent. There was no other public comment.

**Motion:** Approve the submission of a vote for Debra Lake, Incumbent, for the Humboldt LAFCo Ballot

**Motion by:** Director Corbett; **Second:** Director Corbett

**Roll Call:** Ayes: Barsanti, Corbett, Couch, Mayo and Burke Nays: None Absent: None

**Motion Summary:** Motion Passed

### **E.5 Review Humboldt LAFCo Status of Current and Future Proposals Presented at the April 29, 2020 Meeting**

General Manager Orsini initiated the item discussion continued by Director Couch. Item 8c on the Humboldt LAFCo Staff Report from the recent meeting regarding incorporation of the McKinleyville area was reviewed. Comments regarding the lack of communication with MCSD regarding this subject was discussed. Director Couch was asked to continue to advocate for MCSD to have a seat at the table for the discussion of McKinleyville Incorporation, and any other discussions regard McKinleyville. The Board, through consensus, asked for a draft letter to be written to Humboldt LAFCo and the County Board of Supervisors expressing their concerns. President Burke appointed Directors Corbett and Mayo to work with the General Manager on this letter to bring back to the next meeting as an action item. There was no other public comment.

## **AGENDA ITEM F. REPORTS**

### **F.1 ACTIVE COMMITTEE REPORTS**

- a. Recreation Advisory Committee (Couch/Mayo):** Met via Zand discussed the BMX track.

- b. **Area Fund (John Kulstad/Barsanti):** Voted on grants via email.
- c. **Redwood Region Economic Development Commission (Mayo/Burke):** Met several times via zoom.
- d. **McKinleyville Senior Center Advisory Council (Barsanti/Burke):** Did not meet but mentioned the memoir class was resuming on Zoom.
- e. **Audit (Corbett/Barsanti):** Nothing to report. Planned meeting soon.
- f. **Employee Negotiations (Couch/Corbett):** Did Not Meet
- g. **McKinleyville Municipal Advisory Committee (Burke/Mayo):** Met via Zoom. Primary purpose of meeting was a report from Health and Safety Officers.
- h. **Local Agency Formation Commission (Couch):** Had nothing further to report from earlier discussion.
- i. **Environmental Matters Committee (Couch/Corbett):** Did Not Meet

## F.2 LEGISLATIVE AND REGULATORY REPORTS

California Special Districts Association (CSDA) put out a survey making sure that Special Districts are being considered for the stimulus and other considerations of financial duress.

## F.3 STAFF REPORTS

- a. **Support Services Department (Colleen M.R. Trask):** Finance Director, Colleen Trask noted an upcoming review by the Audit Committee of Proposals for the next Audit contract. She also clarified attachments in her report regarding Double Check Valve and Lock List information. It was noted that the Governor's executive order states service cannot be lock/shut off for non-payment. Director Trask mentioned staff working diligently to address non-payment needs.
- b. **Operations Department (James Henry):** Operations Director, James Henry further clarified Double Check Valve regulations and mentioned that he was distributing masks to water and wastewater employees.
- c. **Parks & Recreation Department (Lesley Frisbee):** Recreation Director, Lesley Frisbee had nothing more to report.
- d. **General Manager (Greg Orsini):** General Manager Orsini elaborated on written report and focused on COVID-19 information and projects. Director Burke asked for clarification on the transition of General Managers coming soon.

**F.3.2 PRESIDENT'S REPORT:** President Burke thanked the Board members and MCSD Staff for what they bring to the District.

**F.4 BOARD MEMBER COMMENTS, ANNOUNCEMENTS, REPORTS AND AGENDA ITEM REQUESTS:** Directors Corbet and Mayo commended President Burke on meeting management. Director Corbett stated he would attempt to obtain a new mic to assist with better communication during Board meetings.

## G. ADJOURNMENT:

**Meeting Adjourned at 9:17 p.m.**

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April Sousa, CMC, Board Secretary

**McKinleyville Community Services District  
Treasurer's Report  
April 2020**

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Page 12	Summary of Long-Term Debt Report
Page 13	Cash Disbursement Report

**Ratios**

as of April 30, 2020

- Utility Accounts Receivable Turnover Days	<b>12</b>
- YTD Breakeven Revenue, Water Fund:	<b>\$ 1,941,927</b>
- YTD Actual Water Sales:	<b>\$ 3,030,956</b>
- Days of Cash on Hand-Operations Checking/MM	<b>293</b>

**McKinleyville Community Services District  
Investments & Cash Flow Report  
as of April 30, 2020**

**Petty Cash & Change Funds** 9,197.46

**Cash**

**Operating & Money Market - Beginning Balance** 4,560,549.01

**Cash Receipts:**

Utility Billings & Other Receipts	655,670.88	
Money Market Account Interest	109.25	
Transfers from County Funds #2560, #4240, CalTRUST, Meas. B	-	
Other Cash Receipts (Loan Proceeds - Pialorsi Ranch Purchase)	-	

**Total Cash Receipts** 655,780.13

**Cash Disbursements:**

Transfers to County Funds #2560, #4240, CalTRUST	-	
Payroll Related Expenditures	(231,603.69)	
Debt Service	(63,964.88)	
Capital & Other Expenditures	(217,897.03)	

**Total Cash Disbursements** (513,465.60)

**Operating & Money Market - Ending Balance** 4,702,863.54

**Total Cash** 4,712,061.00

**Investments** (Interest and Market Valuation will be re-calculated as part of the year-end close, if material)

**LAIF - Beginning Balance** 136,947.51

Interest Income 689.24

**LAIF - Ending Balance** 137,636.75

**Humboldt Co. #2560 - Beginning Balance** 710,443.28

Property Taxes and Assessments 358,487.53

Transfer to/from Operating Cash -

Interest Income (net of adjustments) (6,198.30)

**Humboldt Co. #2560 - Ending Balance** 1,062,732.51

**Humboldt Co. #4240 - Beginning Balance** 3,320,498.92

Transfer to/from Operating Cash -

Transfer to/from Biosolids Reserve -

Interest Income (12,247.17)

**Humboldt Co. #4240 - Ending Balance** 3,308,251.75

**Humboldt Co. #9390 - Beginning Balance** 663,032.08

Reserves Recovery Deposits/Other Bal Withdrawals -

Interest Income -

**Humboldt Co. #9390 - Ending Balance** 663,032.08

**USDA Bond Reserve Fund - Beginning Balance** 165,554.77

Bond Reserve Payment -

Debt Service Payment, Principal/Interest -

Interest Adjustment 7.03

**USDA Bond Reserve Fund - Ending Balance** 165,561.80

**CalTRUST - Beginning Balance** 10,431,684.88

Net Transfer to/from Designated Reserves: PERS/OPEB -

Net Transfer to/from Capacity Fees/Catastrophe/Other Reserves -

Net: Interest Income/Unrealized Gain/Loss 76,625.63

**CalTRUST - Ending Balance** 10,508,310.51

**Total Investments** 15,851,542.88

**Total Cash & Investments - Current Month** 20,563,603.88

**Total Cash & Investments - Prior Month** 20,003,925.39

**Net Change to Cash & Investments This Month** 559,678.49

**Cash & Investment Summary**

Cash & Cash Equivalents	19,783,122.97
Davis-Grunsky Loan Reserve	614,919.11
USDA Bond Reserve	165,561.80

**Total Cash & Investments** 20,563,603.88

**McKinleyville Community Services District**  
**Consolidated Balance Sheet by Fund**  
as of April 30, 2020

	Governmental Funds				Proprietary Funds			Total (Memorandum Only)
	Parks & General	Measure B	Streetslights	Water	Wastewater			
<b>ASSETS</b>								
<b>Current Assets</b>								
Unrestricted cash & cash equivalents	\$ 1,368,038.28	\$ (486,449.55)	\$ 38,494.44	\$ 6,723,493.23	\$ 12,248,997.68	\$ 19,892,574.08		
Accounts receivable	4,226.10	-	4,228.50	350,438.89	546,767.63	905,661.12		
Prepaid expenses & other current assets	11,480.79	979.78	643.80	88,123.11	39,532.28	140,759.76		
Total Current Assets	1,383,745.17	(485,469.77)	43,366.74	7,162,055.23	12,835,297.59	20,938,994.96		
<b>Noncurrent Assets</b>								
Restricted cash & cash equivalents	179,443.49	-	-	614,919.11	165,561.80	959,924.40		
Other noncurrent assets	-	-	-	142,990.32	160,322.48	303,312.80		
Capital assets (net)	-	-	-	8,365,103.81	26,689,565.23	35,054,669.04		
Total Noncurrent Assets	179,443.49	-	-	9,123,013.24	27,015,449.51	36,317,906.24		
<b>TOTAL ASSETS</b>	<b>\$ 1,563,188.66</b>	<b>\$ (485,469.77)</b>	<b>\$ 43,366.74</b>	<b>\$ 16,285,068.47</b>	<b>\$ 39,850,747.10</b>	<b>\$ 57,256,901.20</b>		
<b>LIABILITIES &amp; FUND BALANCE/NET ASSETS</b>								
<b>Current Liabilities</b>								
Accounts payable & other current liabilities	\$ 73,785.31	\$ 98.47	\$ 677.82	\$ 239,019.22	\$ 228,075.84	\$ 541,656.66		
Accrued payroll & related liabilities	87,725.46	-	-	65,202.52	65,210.58	218,138.56		
Total Current Liabilities	161,510.77	98.47	677.82	304,221.74	293,286.42	759,795.22		
<b>Noncurrent Liabilities</b>								
Long-term debt	-	-	-	2,295,093.03	16,603,055.02	18,898,148.05		
Other noncurrent liabilities	-	-	-	3,520,312.06	3,592,698.08	7,113,010.14		
Total Noncurrent Liabilities	-	-	-	5,815,405.09	20,195,753.10	26,011,158.19		
<b>TOTAL LIABILITIES</b>	<b>161,510.77</b>	<b>98.47</b>	<b>677.82</b>	<b>6,119,626.83</b>	<b>20,489,039.52</b>	<b>26,770,953.41</b>		
<b>Fund Balance/Net Assets</b>								
Fund Balance	(2,071,023.28)	(485,568.24)	42,688.92	-	-	(2,513,902.60)		
Net assets	3,472,701.17	-	-	4,095,430.86	9,275,197.37	16,843,329.40		
Investment in capital assets, net of related debt	-	-	-	6,070,010.78	10,086,510.21	16,156,520.99		
Total Fund Balance/Net Assets	1,401,677.89	(485,568.24)	42,688.92	10,165,441.64	19,361,707.58	30,485,947.79		
<b>TOTAL LIABILITIES &amp; FUND BALANCE/NET ASSETS</b>	<b>\$ 1,563,188.66</b>	<b>\$ (485,469.77)</b>	<b>\$ 43,366.74</b>	<b>\$ 16,285,068.47</b>	<b>\$ 39,850,747.10</b>	<b>\$ 57,256,901.20</b>		
Difference in ReClass from Cap Assets to Net Assets:								
Investment in General Capital Assets	\$ 3,147,407.23							
<b>General Long-term Liabilities</b>								
PG&E Streetslights Loan	-							
Meas. B Loan: Teen/Community Center	1,056,162.00							
OP&EB Liability	2,780,563.56							
CALPERS Pension Liability/Deferred Inflows-Outflows	593,397.33							
Accrued Compensated Absences	98,740.28							
<b>TOTAL GENERAL LONG-TERM LIABILITIES</b>	<b>\$ 4,528,863.17</b>							

McKinleyville Community Services District  
 Activity Summary by Fund, Approved Budget  
 April 2020

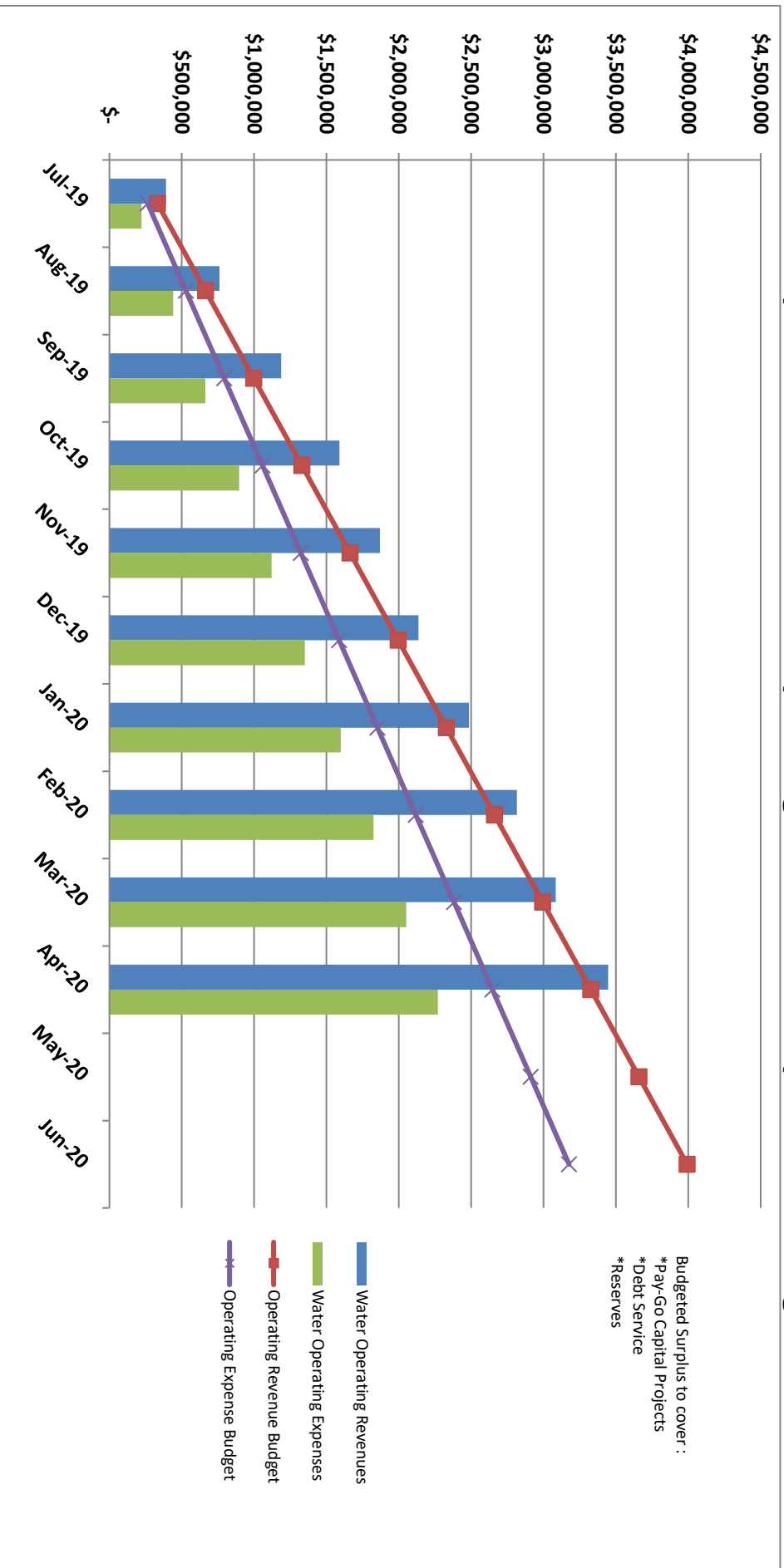
Department Summaries	April	% of Year 83.33% YTD	Original YTD Budget	Over (Under) YTD Budget	Over (Under) YTD Budget %	Notes
<b>Water</b>						
Water Sales	308,661	3,030,956	3,042,286	(11,330)	-0.37%	
Other Revenues	53,500	415,992	284,128	131,864	46.41%	Includes YTD Capacity Fees \$183,752. Contrib Construction \$69,060.
Total Operating Revenues	362,161	3,446,948	3,326,414	120,534	3.62%	
Salaries & Benefits	71,182	700,529	849,382	(148,853)	-17.52%	Vacant Operations position for a portion of the year
Water Purchased	89,990	913,762	910,918	2,844	0.31%	
Other Expenses	27,656	353,453	583,603	(230,150)	-39.44%	Budget is spread evenly across 12 months, but actuals vary by month
Depreciation	30,250	302,500	302,500	-	0.00%	
Total Operating Expenses	219,079	2,270,244	2,646,403	(376,159)	-14.21%	
Net Operating Income	143,082	1,176,704	680,011	(255,626)		
Interest Income	(634)	63,432	41,667	21,765	52.24%	Interest not yet posted to County Trust Account
Interest Expense	(4,653)	(48,813)	(49,192)	(379)	-0.77%	
<b>Net Income (Loss)</b>	<b>137,795</b>	<b>1,191,323</b>	<b>672,486</b>	<b>518,837</b>		
<b>Wastewater</b>						
Wastewater Service Charges	328,316	3,098,126	3,196,550	(98,424)	-3.08%	
Other Revenues	153,049	558,806	287,345	271,461	94.47%	Includes YTD Capacity Fees of \$221,804. Contrib. Construction of \$50,240
Total Operating Revenues	481,365	3,656,932	3,483,895	173,037	4.97%	
Salaries & Benefits	85,592	881,775	891,883	(10,108)	-1.13%	
Other Expenses	43,399	553,800	773,845	(220,045)	-28.44%	Budget is spread evenly across 12 months, but actuals vary by month
Depreciation	95,853	958,330	958,333	(3)	0.00%	
Total Operating Expenses	224,824	2,393,905	2,624,061	(230,156)	-8.77%	
Net Operating Income	256,541	1,263,027	859,834	403,193		
Interest Income	437	102,945	62,500	40,445	64.71%	Interest not yet posted to County Trust Account
Interest Expense	(20,930)	(264,995)	(213,282)	51,713	24.25%	Budget is spread evenly across 12 months, but actuals vary by month
<b>Net Income (Loss)</b>	<b>236,048</b>	<b>1,100,977</b>	<b>709,052</b>	<b>391,925</b>		
<b>Enterprise Funds Net Income (Loss)</b>	<b>373,843</b>	<b>2,292,300</b>	<b>1,381,538</b>	<b>910,762</b>		

McKinleyville Community Services District  
 Activity Summary by Fund, Approved Budget  
 April 2020

Department Summaries	April	% of Year YTD	Original YTD Budget	Over (Under) YTD Budget	Over (Under) YTD Budget %	Notes
<b>*Parks &amp; Recreation</b>						
Program Fees	8,965	212,242	307,316	(95,074)	-30.94%	Actuals affected by State & County orders related to Covid19
Rents & Related Fees	996	70,542	74,373	(3,831)	-5.15%	Actuals affected by State & County orders related to Covid20
Property Taxes	279,339	624,639	526,562	98,057	18.62%	County Tax remittance: December, April, and June
Other Revenues	21,140	161,721	171,643	(9,922)	-5.78%	
Interest Income	(1,136)	37,223	22,500	14,723	65.43%	Interest not yet posted to County Trust Account
Total Revenues	309,304	1,106,366	1,102,414	3,952	0.36%	
Salaries & Benefits	63,827	770,681	780,268	(9,587)	-1.23%	
Other Expenditures	14,630	179,668	241,098	(61,430)	-25.48%	Budget is spread evenly across 12 months, but actuals vary by month
Capital Expenditures	-	50	62,500	(62,450)	-99.92%	Capital Projects expenditures curtailed due to revenue losses
Total Expenditures	78,457	950,399	1,083,866	(133,467)	-12.31%	
<b>Excess (Deficit)</b>	<b>230,846</b>	<b>155,967</b>	<b>18,548</b>	<b>137,419</b>		
<b>*Measure B Assessment</b>						
Total Revenues	78,071	210,275	177,093	33,182	18.74%	Interest & unrealized gains/losses; County Tax remittance December/April/June
Salaries & Benefits	3,585	57,906	51,188	6,718	13.12%	Budget is spread evenly across 12 months, but actuals vary by month
Other Expenditures	98	19,115	17,167	1,948	11.35%	Repairs/Supplies for Hiller Sports and Cost of Meas.B Engineer's Annual Report
Capital Expenditures/Loan Repayment	63,965	127,141	108,417	18,724	17.27%	Budget is spread evenly across 12 months, but loan payments occur twice a year
Total Expenditures	67,649	204,162	176,772	27,390	15.49%	
<b>Excess (Deficit)</b>	<b>10,423</b>	<b>6,113</b>	<b>321</b>	<b>5,792</b>		
<b>*Street Lights</b>						
Total Revenues	9,737	97,196	93,558	3,638	3.89%	
Salaries & Benefits	3,081	32,782	37,728	(4,946)	-13.11%	Budget is spread evenly across 12 months, but actuals vary by month
Other Expenditures	3,141	31,093	28,921	2,172	7.51%	Capital Projects budget versus actuals vary by month and by project
Capital Expenditures/Loan Repayment	-	9,863	18,221	(8,358)	-45.87%	PG&E Loan final payment December 2019
Total Expenditures	6,223	73,738	84,870	(11,132)	-13.12%	
<b>Excess (Deficit)</b>	<b>3,514</b>	<b>23,458</b>	<b>8,688</b>	<b>(14,770)</b>		
<b>Governmental Funds Excess (Deficit)</b>	<b>244,783</b>	<b>185,538</b>	<b>27,557</b>	<b>157,981</b>		

# McKinleyville Community Services District April 2020

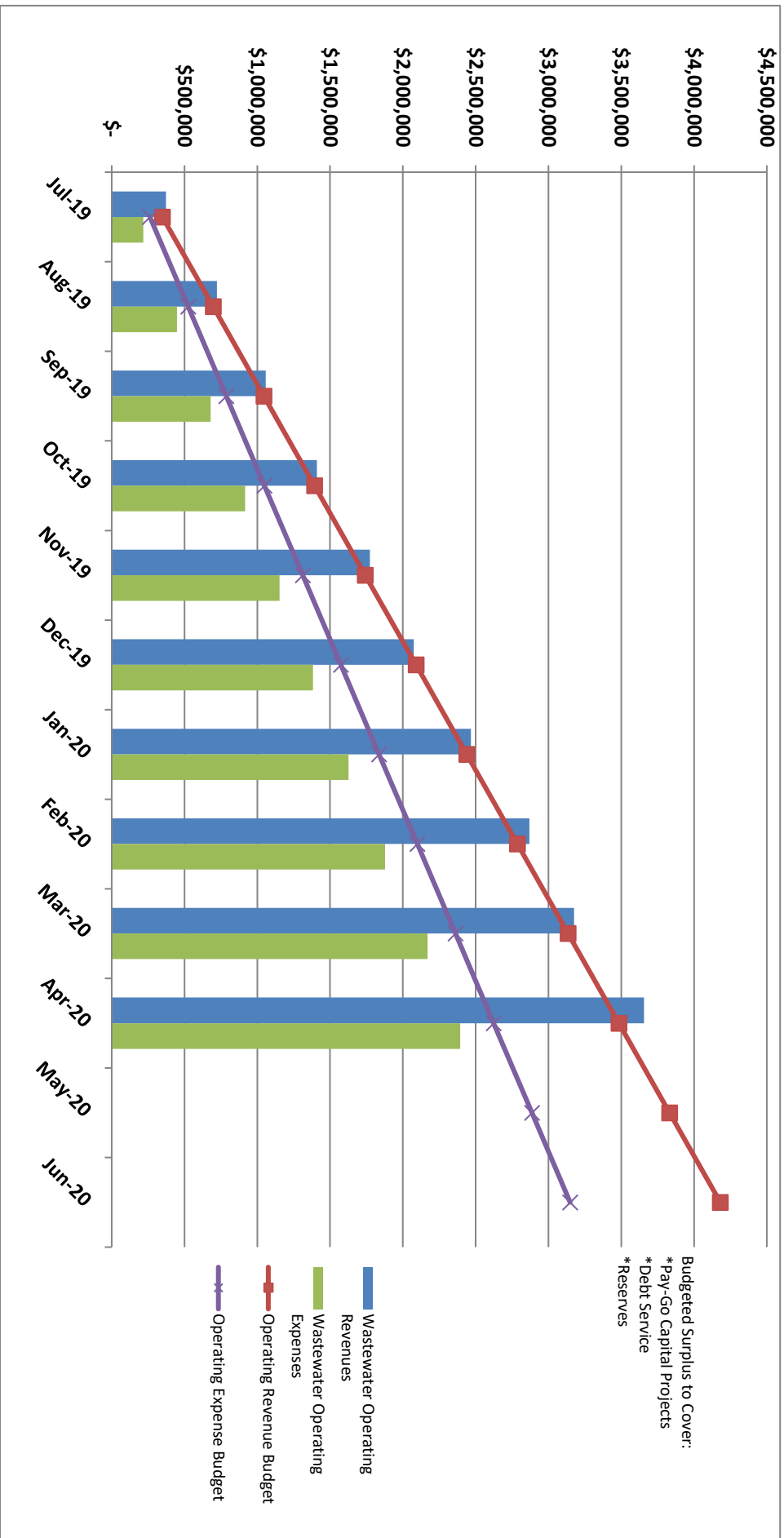
## Comparison of Water Fund Operating Revenues & Expenses to Budget





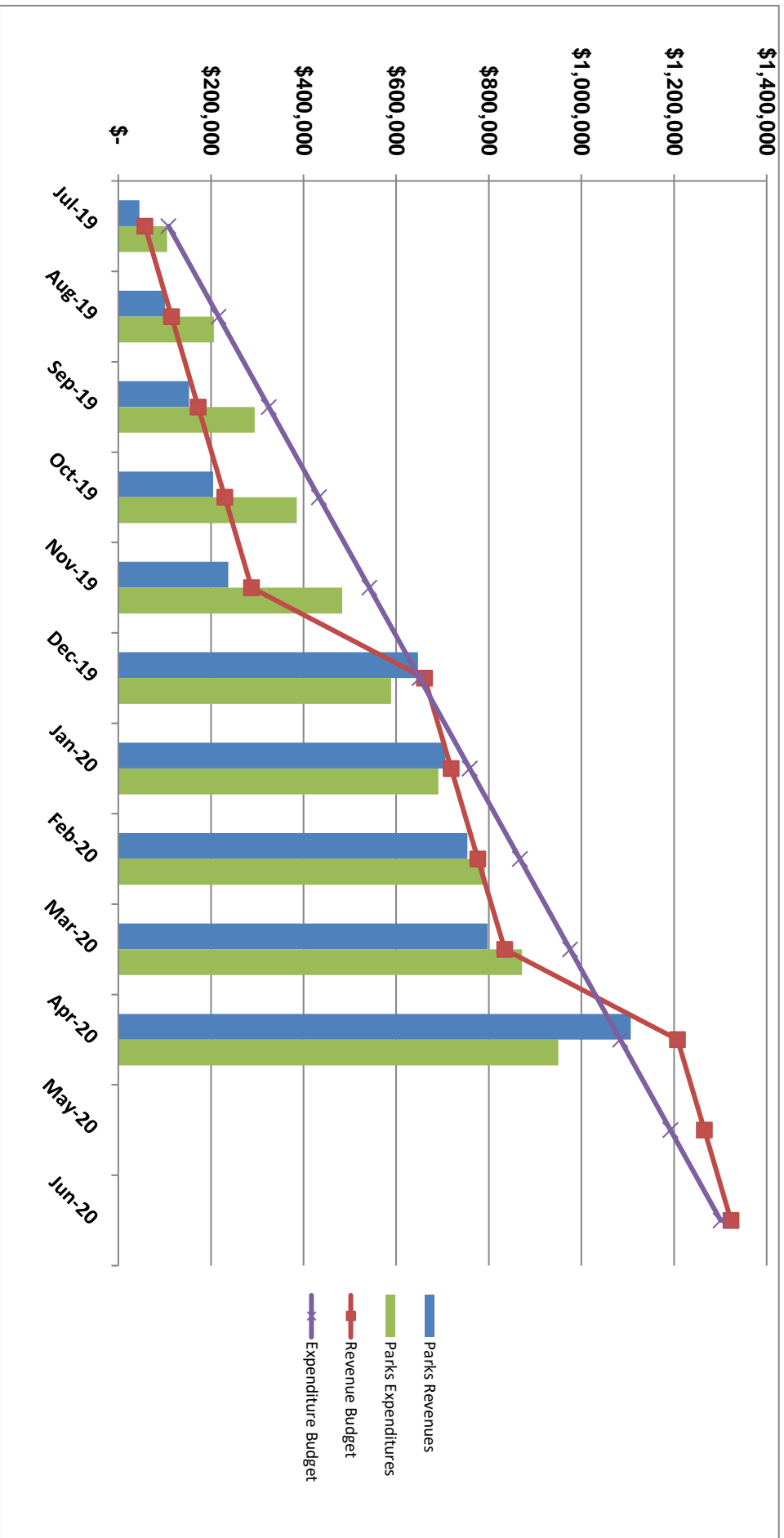
# McKinleyville Community Services District April 2020

## Comparison of Wastewater Fund Operating Revenues & Expenses to Budget



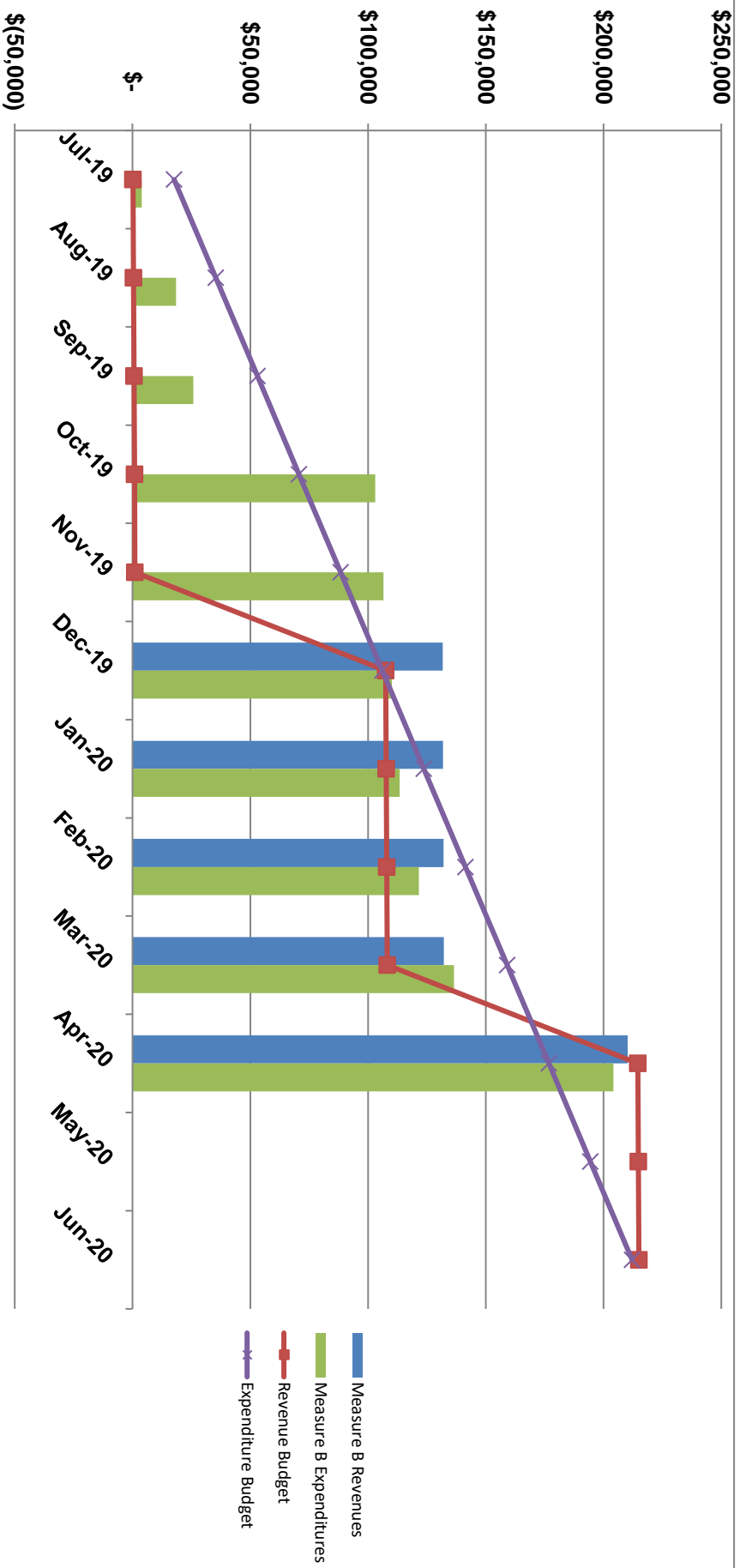
# McKinleyville Community Services District April 2020

## Comparison of Parks & Recreation Total Revenues & Expenditures to Budget



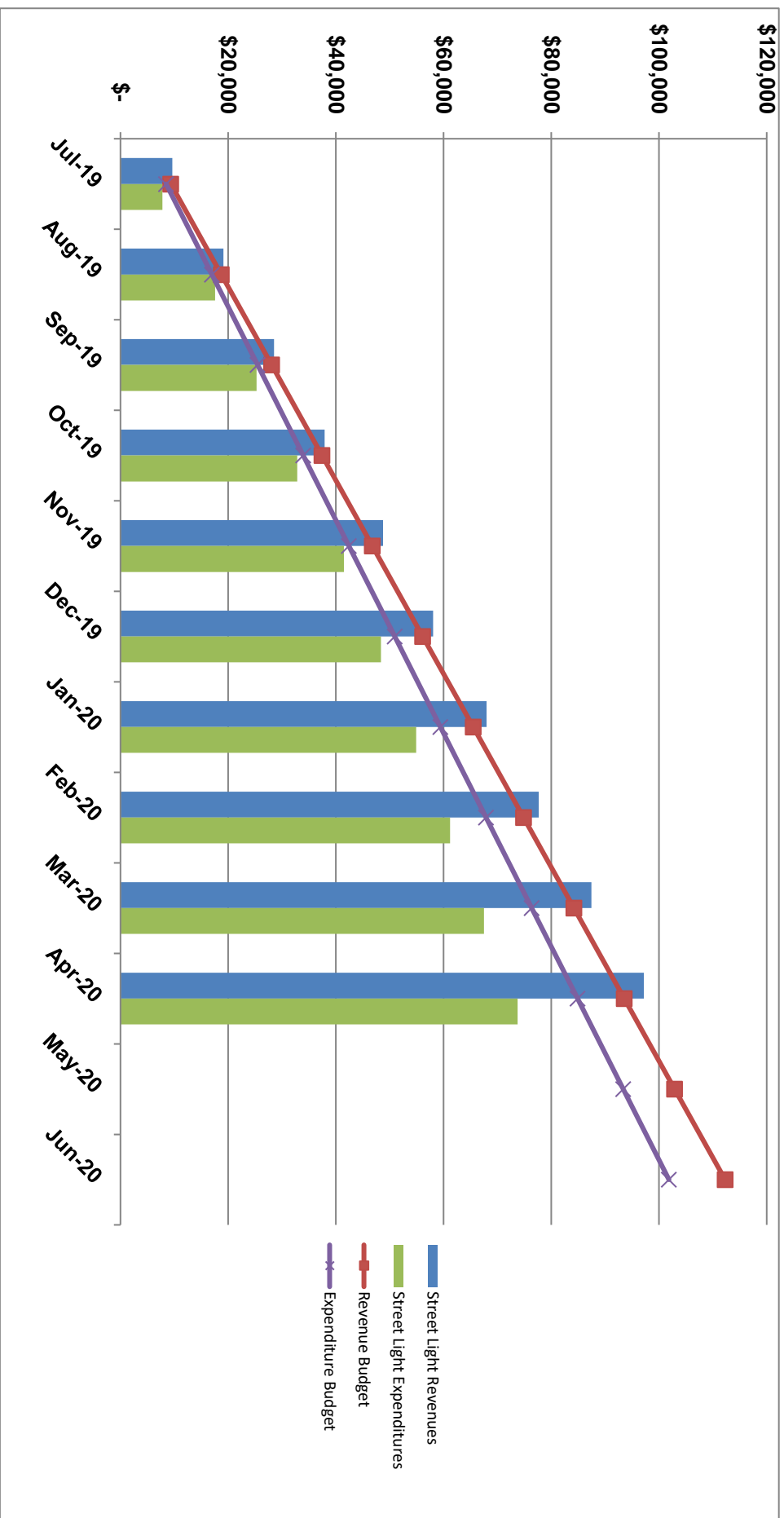
# McKinleyville Community Services District April 2020

## Comparison of Measure B Fund Total Revenues & Expenditures to Budget



# McKinleyville Community Services District April 2020

## Comparison of Street Light Fund Total Revenues & Expenditures to Budget



**McKinleyville Community Services District  
Capital Expenditure Report  
as of April 30, 2020**

	April	YTD	FY 19-20	Remaining		Notes
		Total	Budget	Budget \$	Budget %	
<b>Water Department</b>						
Ramey Pump Upgrades	-	-	-	-	#DIV/0!	
Water Tank Painting & Cathodic	-	5,346	506,000	500,654	99%	Water Tank Painting & Cathodic
Alternative Energy Master Plan	-	-	50,000	50,000	100%	Alternative energy master plan
4.5m New Water Tank	111	11,228	700,000	688,772	98%	Drilling, LACO Assoc.
Production Meter Replacements	-	-	-	-	#DIV/0!	Production Meter Replacement
N.BankBoosterStn Emergency VFD replace	-	6,480	20,000	13,520	68%	Emergency Water Supply
Emergency Generator-Cochran	-	660	50,000	49,340	99%	CochranEmergency Generator
Fire Hydrant System Upgrade	-	-	7,000	7,000	100%	Fire Hydrant System Upgrade
Tank Seismic Actuators	-	-	20,000	20,000	100%	Tank Seismic Actuators
NorthBank VFD Replacement	-	17,130	-	(17,130)	#DIV/0!	NorthBank VFD Replacement
Water Tank Upgrade-McClusky Tree Svc	-	29,120	35,000	5,880	17%	Water Tank Upgrade-McClusky T
Water Main Rehab & Replacement	6,203	29,801	1,000,000	970,199	97%	Water Main Rehab
Property Purchase & Improvements	-	-	250,000	250,000	100%	Property Purch/Improvements
<b>Subtotal</b>	<b>6,314</b>	<b>99,765</b>	<b>2,638,000</b>	<b>2,538,235</b>	<b>96%</b>	
<b>Wastewater Department</b>						
Sewer Main Rehab & Replacement	5,498	34,248	1,000,000	965,752	97%	Sewer Main Rehab
WWMF Sludge Disposal - next	-	-	240,000	240,000	100%	Sludge handling/disposal
SLS Pump/Generator Replacement	-	5,364	-	(5,364)	#DIV/0!	SLS Pump/Generator Replacement
WWMF/Fischer Lift Stn Grinder Upgrade	-	27,329	25,000	(2,329)	-9%	Fischer Lift Stn Grinder Upgrade
Alternative Energy Master Plan	-	-	50,000	50,000	100%	Alternative energy master plan
WWMF Chlorine Injector/Controllers	-	-	10,000	10,000	100%	Chlorine Injector/Controllers
Collection System Upgrades	-	132	100,000	99,868	100%	Collection System upgrades
Fischer Lift Station Generator	-	-	-	-	#DIV/0!	Fischer Lift Stn Generator
Sewer Lift Stn Upgrade-Hiller	-	-	240,000	240,000	100%	Sewer WWMF Upgrade
Solar Project - CWSRF Grant/Loan	18,467	60,660	3,000,000	2,939,340	98%	WWMF Solar Project
Sewer Undercrossings Project	-	9,999	-	(9,999)	#DIV/0!	Undercrossings Project
Radio Telemetry Upgrade	-	-	-	-	#DIV/0!	Radio Telemetry upgrade
Production Meter Replacements	-	-	-	-	#DIV/0!	Production Meter Replacement
WWMF - next NPDES Permit	-	950	25,000	24,050	96%	NPDES Permit Project
Customer Radio Meter Replacements	-	-	10,000	10,000	100%	Radio meters purch/install
Underground pipe locator & camera	-	-	5,000	5,000	100%	Underground pipe locator & came
Flow Totalizers	-	-	-	-	#DIV/0!	Flow Totalizers
Sewer Lift Station Other Upgrades	146	175,067	-	(175,067)	#DIV/0!	SwrLiftStnUpgrade-Letz
<b>Subtotal</b>	<b>23,965</b>	<b>138,682</b>	<b>4,705,000</b>	<b>4,566,318</b>	<b>97%</b>	
<b>Water &amp; Wastewater Operations</b>						
Heavy Equipment	-	-	100,000	100,000	100%	Hydrocl. & Tractor attachments &
Utility Vehicles	-	24,824	50,000	25,176	50%	CCTV truck, 3/4 or 1-ton Pickup
Office, Corporate Yard & Shops	-	38,388	50,000	11,612	23%	Facilities upgrade/sealcoat
Computers & Software	1,697	37,933	60,000	22,067	37%	Server, PCs, GIS/SEMS/CADD
Fischer Ranch - Reclamation Site Upgrade (tr	-	-	100,000	100,000	100%	Match to 3rd party grant funding
Fischer Ranch - Barn & Fence upgrades, Unc	-	-	45,000	45,000	100%	Underground valving/piping
Property Purchase & Improvements	7,177	23,984	1,500,000	1,476,016	98%	Pialorsi Ranch purchase
Small Equipment & Other	-	-	40,000	40,000	100%	Air compressor
<b>Subtotal</b>	<b>1,697</b>	<b>125,129</b>	<b>1,945,000</b>	<b>1,819,871</b>	<b>94%</b>	
<b>Enterprise Funds Total</b>	<b>39,299</b>	<b>538,642</b>	<b>9,288,000</b>	<b>8,924,424</b>	<b>96%</b>	
<b>Parks &amp; Recreation Department</b>						
Hiller Park & Sports Complex	-	-	-	-	#DIV/0!	Other Equipment & Signage
Pierson Park Upgrades	-	50	-	(50)	#DIV/0!	
Washington Avenue Park Project	-	-	-	-	#DIV/0!	
Azalea Hall Projects	-	-	32,000	32,000	100%	Flooring, Pkg Lot resurface
McKinleyville Activity Center Upgrades	-	-	6,000	6,000	100%	Major Appliance replacement
Law Enforcement Facility Improvements	-	-	24,000	24,000	100%	LEF flooring/Library Carpet
Projects Funded by Quimby/Other Funds	-	-	-	-	#DIV/0!	Covered Picnic Area
Projects Funded by Measure B Renewal	-	-	-	-	#DIV/0!	Teen Center Constr&Loan svc
Other Parks Projects & Equipment	-	-	14,000	14,000	100%	Brush&LawnMowers/Trailer
<b>Subtotal</b>	<b>-</b>	<b>50</b>	<b>76,000</b>	<b>75,950</b>	<b>100%</b>	
<b>Streetlights</b>						
Pole Replacement	-	-	2,000	2,000	100%	Pole Replacement
<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>2,000</b>	<b>2,000</b>	<b>100%</b>	
<b>Governmental Funds Total</b>	<b>-</b>	<b>50</b>	<b>78,000</b>	<b>77,950</b>	<b>100%</b>	
<b>All Funds Total</b>	<b>39,299</b>	<b>538,692</b>	<b>9,366,000</b>	<b>9,002,374</b>	<b>96%</b>	

**McKinleyville Community Services District  
Summary of Long-Term Debt Report  
as of April 30, 2020**

**Principal Maturities and  
Scheduled Interest**

	Maturity Date	%	Balance - Mar 31, 2020		Balance- Apr 30, 2020		FY-20	Thereafter
			2020	2020	2020	2020		
<b>Water Fund:</b>								
I-Bank	8/1/30							
Interest		3.37%	625,086.83	625,086.83	-	-	625,086.90	122,826.39
State of CA Energy Commission (ARRA)	12/22/26							
Interest		1.0%	83,970.10	83,970.10	5,804.42	421.00	78,165.47	2,764.70
State of CA (Davis Grunsky)	1/1/33							
State of CA (Davis Grunsky) Deferred Interest	1/1/33		1,364,584.89	1,364,584.89	-	-	1,364,584.89	221,451.21
Interest		2.5%	221,451.21	221,451.21	18,007.21	-	250,575.34	-
Total Water Fund-Principal			2,295,093.03	2,295,093.03	5,804.42	-	2,289,288.47	376,166.43
Total Water Fund-Interest			-	-	18,428.21	-	-	-
<b>Total Water Fund</b>			<b>2,295,093.03</b>	<b>2,295,093.03</b>	<b>24,232.63</b>	<b>2,665,454.90</b>		
<b>Wastewater Fund:</b>								
WW/MF SRF Loan	7/31/47							
Interest		1.6%	14,869,555.02	14,869,555.02	-	-	15,330,549.61	3,695,343.22
Chase Bank (Pialorsi Property)	3/8/35							
Interest		2.9%	1,508,500.00	1,508,500.00	-	-	1,508,500.00	-
USDA (Sewer Bond)	8/1/22							
Interest		5.0%	225,000.00	225,000.00	5,625.00	-	225,000.00	16,125.00
Total Wastewater Fund-Principal			16,603,055.02	16,603,055.02	-	-	17,064,049.61	5,625.00
Total Wastewater Fund-Interest			-	-	5,625.00	-	-	3,711,468.22
<b>Total Sewer Fund</b>			<b>16,603,055.02</b>	<b>16,603,055.02</b>	<b>5,625.00</b>	<b>20,775,517.83</b>		
<b>Meas. B Fund: Teen/Comm Center Loan</b>								
	11/1/29							
Interest		3.55%	1,056,162.00	1,010,944.00	-	-	1,019,724.00	190,528.89
<b>Streetlights Fund: LED Proj Loan, PG&amp;E</b>								
Interest		0.0%	-	-	-	-	-	-
Total Principal			19,954,310.05	19,909,092.05	5,804.42	-	20,373,062.08	24,053.21
Total Interest			-	-	24,053.21	-	-	4,278,163.54
<b>Total</b>			<b>19,954,310.05</b>	<b>19,909,092.05</b>	<b>29,857.63</b>	<b>24,651,225.62</b>		

**Mckinleyville Community Services District  
Cash Disbursement Report  
For the Period April 1 through April 30, 2020**

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
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**Accounts Payable Disbursements**

36846	4/6/2020	*0052	AZALEA HALL RENTAL REFUND AR	410.00	C00406	AZALEA HALL RENTAL REFUND AR
36847	4/6/2020	*0053	VENDOR/EVENT REFUND LT	350.00	C00406	VENDOR/EVENT REFUND LT
36848	4/6/2020	*0054	PIERSON PARK REFUND JP	108.00	C00406	PIERSON PARK REFUND JP
36849	4/6/2020	*0055	AZALEA HALL REFUND KM	286.00	C00406	AZALEA HALL REFUND KM
36850	4/6/2020	*0056	PAVING DEPOSIT REFUND-CP	209.18	C00406	PAVING DEPOSIT REFUND-CP
36851	4/6/2020	*0057	REC PROGRAM REFUND ER	285.00	C00406	REC PROGRAM REFUND ER
36852	4/6/2020	*0058	REC PROGRAM REFUND MG	150.00	C00406	REC PROGRAM REFUND MG
36853	4/6/2020	*0059	REC PROGRAM REFUND BR	155.00	C00406	REC PROGRAM REFUND BR
36854	4/6/2020	*0060	REC PROGRAM REFUND RH	150.00	C00406	REC PROGRAM REFUND RH
36855	4/6/2020	*0061	REC PROGRAM REFUND KA	70.00	C00406	REC PROGRAM REFUND KA
36856	4/6/2020	*0062	REC PROGRAM REFUND AC	140.00	C00406	REC PROGRAM REFUND AC
36857	4/6/2020	*0063	REC PROGRAM REFUND HC	65.00	C00406	REC PROGRAM REFUND HC
36858	4/6/2020	*0064	REC PROGRAM REFUND RD	65.00	C00406	REC PROGRAM REFUND RD
36859	4/6/2020	*0065	REC PROGRAM REFUND NR	70.00	C00406	REC PROGRAM REFUND NR
36860	4/6/2020	*0066	REC PROGRAM REFUND NG	65.00	C00406	REC PROGRAM REFUND NG
36861	4/6/2020	*0067	REC PROGRAM REFUND KG	65.00	C00406	REC PROGRAM REFUND KG

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
36862	4/6/2020	*0068	REC PROGRAM REFUND AH	65.00	C00406	REC PROGRAM REFUND AH
36863	4/6/2020	*0069	REC PROGRAM REFUND CR	70.00	C00406	REC PROGRAM REFUND CR
36864	4/6/2020	*0070	REC PROGRAM REFUND LM	70.00	C00406	REC PROGRAM REFUND LM
36865	4/6/2020	*0071	REC PROGRAM REFUND KR	70.00	C00406	REC PROGRAM REFUND KR
36866	4/6/2020	*0072	REC PROGRAM REFUND BH	65.00	C00406	REC PROGRAM REFUND BH
36867	4/6/2020	*0073	REC PROGRAM REFUND CN	45.00	C00406	REC PROGRAM REFUND CN
36868	4/6/2020	*0074	REC PROGRAM REFUND WO	65.00	C00406	REC PROGRAM REFUND WO
36869	4/6/2020	*0075	REC PROGRAM REFUND DP	65.00	C00406	REC PROGRAM REFUND DP
36870	4/6/2020	*0076	REC PROGRAM REFUND LR	70.00	C00406	REC PROGRAM REFUND LR
36871	4/6/2020	*0077	REC PROGRAM REFUND MS	60.00	C00406	REC PROGRAM REFUND MS
36872	4/6/2020	*0078	REC PROGRAM REFUND AS	65.00	C00406	REC PROGRAM REFUND AS
36873	4/6/2020	*0079	REC PROGRAM REFUND BS	65.00	C00406	REC PROGRAM REFUND BS
36874	4/6/2020	*0080	PIERSON PARK REFUND TA	55.00	C00406	PIERSON PARK REFUND TA
36875	4/6/2020	ADV01	ADVANCED SECURITY SYSTEM	942.00	512582	SECURITY SYSTEMS
36876	4/6/2020	ANF01	AN ELECTRICIAN INC.	545.00	11724	PROFESSIONAL SERVICES-LAB
36877	4/6/2020	BUR01	MARY C. BURKE	125.00	C00406	BOARD MEETING 3/4/2020
36878	4/6/2020	COA01	COASTAL BUSINESS SYSTEMS	1,110.83	6675254	COPIER MONTHLY PMT
36879	4/6/2020	COR01	CORBIN WILLITS SYSTEMS, INC	906.19	C00406	MOMS MONTHLY MAINTENANCE
36880	4/6/2020	DAV01	CYNTHIA M. DAVIS	184.24	C00406	REISSUE OF CHECK CD
36881	4/6/2020	GRA02	GRAINGER	75.40	C00406	REPAIRS/ SUPPLIES



Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
36882	4/6/2020	HAR13	The Hartford - Priority A	419.04	C00406	GRP. LIFE INSURANCE
36883	4/6/2020	HUM01	HUMBOLDT BAY MUNICIPAL WATER DISTRICT	90,304.48	C00406	WATER PURCHASED
36884	4/6/2020	IND02	INDUSTRIAL ELECTRIC SERVICE	100.53	IN35450	REPAIRS/SUPPLY
36885	4/6/2020	INF02	INFOSEND	2,839.52	169802	PRINTING/MAILING OF BILLS
36886	4/6/2020	LES01	LES SCHWAB TIRE CENTER	64.00	C00406	VEHICLE REPAIRS
36887	4/6/2020	MAD02	MAD RIVER UNION	104.00	44486	HILLER LIFT STATION
36888	4/6/2020	MAY02	DENNIS MAYO	125.00	C00406	BOARD MEETING 3/4/2020
36889	4/6/2020	MCK03	MCKINLEYVILLE OFFICE SUPPLY	123.21	53037	SHIPMENT
36890	4/6/2020	MIT01	MITCHELL LAW FIRM	2,848.90	45324	LEGAL SERVICES
36891	4/6/2020	PGE11	PG&E STREETLIGHTS	27.19	C00406	GAS & ELECTRIC SEWER PUMP
36892	4/6/2020	PGE12	PG&E	32.51	C00406	GAS & ELECTRIC HILLER SPORTS
36893	4/6/2020	PIT01	PITNEY BOWES	393.00	310388077	OFFC EQUIP LEASE
36894	4/6/2020	SUD01	SUDDENLINK	189.48	C00406	TEEN CENTER INTERNET SERVICE
36895	4/6/2020	TEL01	TELE-WORKS, INC	684.00	100073	IVR PREPAID MINUTES
36896	4/6/2020	UMP01	UMPQUA BANK	76.67	0320CT	OFFICE SUPPLIES/SAFETY SUPPL
				1,116.45	0320GO	SUPPLIES PURCHASED
				577.81	0320IH	REPAIRS/SUPPLIES
				846.05	0320LF	TRAINING/ REPAIRS/SUPPLIES
				742.04	0320BOARD	SUPPLIES PURCHASED/OFFICE
				239.36	0320PARKS	REC SUPPLIES/OFFICE SUPPL
				0.62	0320ROUND	ROUND UP TO NEXT DOLLAR
Check Total:				24.16	949054466	REPAIRS/SUPPLIES
				99.56		
Check Total:				3,599.00		

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
36897	4/6/2020	VAL01	VALLEY PACIFIC PETROLEUM	636.43	C00406	GAS/OIL/LUBE
36898	4/6/2020	VAL02	VALLEY PACIFIC PETROLEUM	2,440.42	C00406	GAS/OIL/LUBE
36899	4/6/2020	VA005	MQ CUSTOMER REFUND FOR AR	47.64	000C00401	MQ CUSTOMER REFUND FOR AR
36900	4/6/2020	VB002	MQ CUSTOMER REFUND FOR BE	27.60	000C00401	MQ CUSTOMER REFUND FOR BE
36901	4/6/2020	VD009	MQ CUSTOMER REFUND FOR DA	50.01	000C00401	MQ CUSTOMER REFUND FOR DA
36902	4/6/2020	VF004	MQ CUSTOMER REFUND FOR FE	61.41	000C00401	MQ CUSTOMER REFUND FOR FE
36903	4/6/2020	VF008	MQ CUSTOMER REFUND FOR FR	104.93	000C00401	MQ CUSTOMER REFUND FOR FR
36904	4/6/2020	VP001	MQ CUSTOMER REFUND FOR PE	162.82	000C00401	MQ CUSTOMER REFUND FOR PE
36905	4/6/2020	VR002	MQ CUSTOMER REFUND FOR RA	62.18	000C00401	MQ CUSTOMER REFUND FOR RA
36906	4/6/2020	VS016	MQ CUSTOMER REFUND FOR SH	26.58	000C00401	MQ CUSTOMER REFUND FOR SH
36907	4/6/2020	VT003	MQ CUSTOMER REFUND FOR TH	37.81	000C00401	MQ CUSTOMER REFUND FOR TH
36908	4/6/2020	VO10	MQ CUSTOMER REFUND FOR VA	50.30	000C00401	MQ CUSTOMER REFUND FOR VA
36909	4/6/2020	VO003	MQ CUSTOMER REFUND FOR YA	51.87	000C00401	MQ CUSTOMER REFUND FOR YA
36910	4/6/2020	VO004	MQ CUSTOMER REFUND FOR YE	14.69	000C00401	MQ CUSTOMER REFUND FOR YE
36911	4/6/2020	VO005	MQ CUSTOMER REFUND FOR YU	58.09	000C00401	MQ CUSTOMER REFUND FOR YU
36912	4/13/2020	*0081	AZALEA HALL REFUND JC	100.00	C00407	AZALEA HALL REFUND JC
36913	4/13/2020	*0082	AZALEA HALL REFUND AW	100.00	C00407	AZALEA HALL REFUND AW
36914	4/13/2020	*0083	REC PROGRAM REFUND AC	75.00	C00413	REC PROGRAM REFUND AC
36915	4/13/2020	*0084	REC PROGRAM REFUND SH	70.00	C00413	REC PROGRAM REFUND SH
			REC PROGRAM REFUND SH	20.00	0C00413	REC PROGRAM REFUND SH
				<u>90.00</u>		

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
36916	4/13/2020	*0085	REC PROGRAM REFUND RH	90.00	C00413	REC PROGRAM REFUND RH
36917	4/13/2020	*0086	REC PROGRAM REFUND JS	70.00	C00413	REC PROGRAM REFUND JS
36918	4/13/2020	*0087	REC PROGRAM REFUND JL	70.00	C00413	REC PROGRAM REFUND JL
36919	4/13/2020	*0088	REC PROGRAM REFUND AB	70.00	C00413	REC PROGRAM REFUND AB
36920	4/13/2020	*0089	REC PROGRAM REFUND JT	90.00	C00413	REC PROGRAM REFUND JT
36921	4/13/2020	*0090	REC PROGRAM REFUND MA	75.00	C00413	REC PROGRAM REFUND MA
36922	4/13/2020	*0091	REC PROGRAM REFUND LN	140.00	C00413	REC PROGRAM REFUND LN
36923	4/13/2020	*0092	REC PROGRAM REFUND TB	70.00	C00413	REC PROGRAM REFUND TB
36924	4/13/2020	*0093	REC PROGRAM REFUND AS	90.00	C00413	REC PROGRAM REFUND AS
36925	4/13/2020	*0094	REC PROGRAM REFUND JP	75.00	C00413	REC PROGRAM REFUND JP
36926	4/13/2020	*0095	REC PROGRAM REFUND DF	75.00	C00413	REC PROGRAM REFUND DF
36927	4/13/2020	*0096	REC PROGRAM REFUND TG	133.00	C00413	REC PROGRAM REFUND TG
36928	4/13/2020	*0097	REC PROGRAM REFUND SD	133.00	C00413	REC PROGRAM REFUND SD
36929	4/13/2020	*0098	REC PROGRAM REFUND HH	70.00	C00413	REC PROGRAM REFUND HH
36930	4/13/2020	*0099	REC PROGRAM REFUND KL	90.00	C00413	REC PROGRAM REFUND KL
36931	4/13/2020	*0100	REC PROGRAM REFUND KE	142.50	C00413	REC PROGRAM REFUND KE
36932	4/13/2020	*0101	REC PROGRAM REFUND CP	70.00	C00413	REC PROGRAM REFUND CP
36933	4/13/2020	*0102	REC PROGRAM REFUND DM	75.00	C00413	REC PROGRAM REFUND DM
36934	4/13/2020	*0103	REC PROGRAM REFUND KE	70.00	C00413	REC PROGRAM REFUND KE
36935	4/13/2020	*0104	REC PROGRAM REFUND BB	35.00	C00413	REC PROGRAM REFUND BB

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
36936	4/13/2020	*0105	REC PROGRAM REFUND SB	35.00	C00413	REC PROGRAM REFUND SB
36937	4/13/2020	*0106	REC PROGRAM REFUND GH	70.00	C00413	REC PROGRAM REFUND GH
36938	4/13/2020	*0107	REC PROGRAM REFUND CF	70.00	C00413	REC PROGRAM REFUND CF
36939	4/13/2020	*0108	JAMIE GREGORIO	30.00	C00413	VOLUNTEER BASKETBALL COACH
36940	4/13/2020	ACW01	CB&T/ACWA-JPIA	8,371.24	C00413	GRP. HEALTH INS
36941	4/13/2020	BAD01	BADGER METER, Inc.	353.52	80051061	BEACON MOBILE HOSTING
36942	4/13/2020	DEP05	DEPARTMENT OF JUSTICE	64.00	443783	FINGERPRINTING
36943	4/13/2020	EUR06	EUREKA READY MIX	1,097.98	60356	REPAIRS/SUPPLY
36944	4/13/2020	FRE07	FRESHWATER ENVIRONMENTAL	7,939.50	1463	PIALORSI RANCH PURCHASE
			Check Total:	<u>1,246.50</u>	C00413	PIALORSI RANCH PURCHASE
				<u>9,186.00</u>		
36945	4/13/2020	GAN01	GAN CONFERENCING	17.38	43573	PROFESSIONAL SERVICES
36946	4/13/2020	GHD01	GHD	1,203.50	139460	LEGAL SERVICES
36947	4/13/2020	HAR03	HARPER MOTORS CO.	262.37	C00406	VEHICLE REPAIRS
36948	4/13/2020	HUM08	HUMBOLDT SANITATION	2,042.75	C00407	TRASH SERVICE
36949	4/13/2020	INF03	INFINITE CONSULTING SERVICES	2,969.09	8377	COMPUTERS/SOFTWARE & EQUIP
			Check Total:	<u>2,250.00</u>	8393	PROFESSIONAL SERVICES
				<u>5,219.09</u>		
36950	4/13/2020	MCK04	MCK ACE HARDWARE	427.53	C00407	REPAIRS/SUPPLY
36951	4/13/2020	MIL01	Miller Farms Nursery	2,984.93	C00406	REPAIRS/SUPPLY
36952	4/13/2020	NOR01	NORTH COAST LABORATORIES	4,380.00	C00406	LAB TESTS
36953	4/13/2020	NOR13	NORTHERN CALIFORNIA SAFETY CONSORTIUM	120.00	26431	SAFETY TRAINING

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
36954	4/13/2020	ORE01	O'REILLY AUTOMOTIVE, INC.	54.02	C00406	REPAIRS/SUPPLY
36955	4/13/2020	SDR01	SDRMA	429.02	67754	PROPERTY/LIABILITY PACKAGE
36956	4/13/2020	STA01	STATEWIDE TRAFFIC	557.86	905557	SAFETY SUPPLIES
36957	4/13/2020	STA11	STAPLES CREDIT PLAN	302.97	C00413	OFFICE SUPPLIES
36958	4/13/2020	THA01	THATCHER COMPANY, INC.	3,329.78	C00406	REPAIRS/SUPPLY TREATMENT
36959	4/13/2020	UMP04	UMPOUA BANK	63,964.88	C00407	LOAN PAYMENT
36960	4/20/2020	*0109	REC PROGRAM REFUND LC	70.00	C00417	REC PROGRAM REFUND LC
36961	4/20/2020	*0110	REC PROGRAM REFUND CR	70.00	C00417	REC PROGRAM REFUND CR
36962	4/20/2020	*0111	REC PROGRAM REFUND CI	90.00	C00417	REC PROGRAM REFUND CI
36963	4/20/2020	*0112	REC PROGRAM REFUND SN	70.00	C00417	REC PROGRAM REFUND SN
36964	4/20/2020	*0113	REC PROGRAM REFUND BP	70.00	C00417	REC PROGRAM REFUND BP
36965	4/20/2020	*0114	REC PROGRAM REFUND RS	70.00	C00417	REC PROGRAM REFUND RS
36966	4/20/2020	*0115	REC PROGRAM REFUNDS SG	75.00	C00417	REC PROGRAM REFUNDS SG
36967	4/20/2020	*0116	REC PROGRAM REFUND BH	90.00	C00417	REC PROGRAM REFUND BH
36968	4/20/2020	*0117	REC PROGRAM REFUND VD	75.00	C00417	REC PROGRAM REFUND VD
36969	4/20/2020	*0118	REC PROGRAM REFUND JC	70.00	C00417	REC PROGRAM REFUND JC
36970	4/20/2020	*0119	REC PROGRAM REFUND TK	75.00	C00417	REC PROGRAM REFUND TK
36971	4/20/2020	*0120	REC PROGRAM REFUND JB	75.00	C00417	REC PROGRAM REFUND JB
36972	4/20/2020	*0121	REC PROGRAM REFUND KK	70.00	C00417	REC PROGRAM REFUND KK
36973	4/20/2020	*0122	REC PROGRAM REFUND AF	75.00	C00417	REC PROGRAM REFUND AF

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
36974	4/20/2020	*0123	REC PROGRAM REFUND AN	70.00	C00417	REC PROGRAM REFUND AN
36975	4/20/2020	*0124	REC PROGRAM REFUND MR	70.00	C00417	REC PROGRAM REFUND MR
36976	4/20/2020	*0125	REC PROGRAM REFUND JG	70.00	C00417	REC PROGRAM REFUND JG
36977	4/20/2020	*0126	REC PROGRAM REFUND JG	70.00	C00417	REC PROGRAM REFUND JG
36978	4/20/2020	*0127	REC PROGRAM REFUND JM	70.00	C00417	REC PROGRAM REFUND JM
36979	4/20/2020	*0128	REC PROGRAM REFUND RD	70.00	C00417	REC PROGRAM REFUND RD
36980	4/20/2020	*0129	REC PROGRAM REFUND NW	75.00	C00417	REC PROGRAM REFUND NW
36981	4/20/2020	*0130	REC PROGRAM REFUND ZN	70.00	C00417	REC PROGRAM REFUND ZN
36982	4/20/2020	*0131	REC PROGRAM REFUND BH	70.00	C00417	REC PROGRAM REFUND BH
36983	4/20/2020	*0132	REC PROGRAM REFUND RB	70.00	C00417	REC PROGRAM REFUND RB
36984	4/20/2020	*0133	REC PROGRAM REFUND KE	70.00	C00417	REC PROGRAM REFUND KE
36985	4/20/2020	*0134	REC PROGRAM REFUND DW	70.00	C00417	REC PROGRAM REFUND DW
36986	4/20/2020	*0135	REC PROGRAM REFUND KJ	70.00	C00417	REC PROGRAM REFUND KJ
36987	4/20/2020	*0136	REC PROGRAM REFUND MD	90.00	C00417	REC PROGRAM REFUND MD
36988	4/20/2020	*0137	REC PROGRAM REFUND AL	70.00	C00417	REC PROGRAM REFUND AL
36989	4/20/2020	*0138	REC PROGRAM REFUND MH	70.00	C00417	REC PROGRAM REFUND MH
36990	4/20/2020	*0139	REC PROGRAM REFUND BS	70.00	C00417	REC PROGRAM REFUND BS
36991	4/20/2020	*0140	REC PROGRAM REFUND SB	75.00	C00417	REC PROGRAM REFUND SB
36992	4/20/2020	*0141	REC PROGRAM REFUND SB	100.00	C00417	REC PROGRAM REFUND SB
36993	4/20/2020	*0142	REC PROGRAM REFUND KB	70.00	C00417	REC PROGRAM REFUND KB

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
36994	4/20/2020	*0143	REC PROGRAM REFUND MH	75.00	C00417	REC PROGRAM REFUND MH
36995	4/20/2020	*0144	REC PROGRAM REFUND EH	30.00	C00417	REC PROGRAM REFUND EH
36996	4/20/2020	*0145	REC PROGRAM REFUND RA	70.00	C00417	REC PROGRAM REFUND RA
36997	4/20/2020	*0146	REC PORGRAM REFUND MP	75.00	C00417	REC PORGRAM REFUND MP
36998	4/20/2020	*0147	REC PROGRAM REFUND AC	75.00	C00417	REC PROGRAM REFUND AC
36999	4/20/2020	*0148	REC PROGRAM REFUND TS	90.00	C00417	REC PROGRAM REFUND TS
37000	4/20/2020	*0149	REC PROGRAM REFUND CC	70.00	C00417	REC PROGRAM REFUND CC
37001	4/20/2020	*0150	REC PROGRAM REFUND TW	75.00	C00417	REC PROGRAM REFUND TW
37002	4/20/2020	*0151	REC PROGRAM REFUND EF	133.00	C00417	REC PROGRAM REFUND EF
37003	4/20/2020	*0152	REC PROGRAM REFUND RS	90.00	C00417	REC PROGRAM REFUND RS
37004	4/20/2020	*0153	REC PROGRAM REFUND DN	125.00	C00417	REC PROGRAM REFUND DN
37005	4/20/2020	*0154	REC PROGRAM REFUND DV	90.00	C00417	REC PROGRAM REFUND DV
37006	4/20/2020	*0155	PARK RENTAL REFUND JD	55.00	C00417	PARK RENTAL REFUND JD
37007	4/20/2020	*0156	REC PROGRAM REFUND AD	70.00	C00417	REC PROGRAM REFUND AD
37008	4/20/2020	ADV03	ADVANCED TRUCK BODY	1,071.10	P2928	REPAIRS/ SUPPLIES
37009	4/20/2020	ALB01	ALBOUM & ASSOCIATES	202.54	109472	SB-998 COMPLIANCE TRANSLATION
37010	4/20/2020	ATT01	AT&T	2,754.55	C00417	TELEPHONE
37011	4/20/2020	ATT02	AT&T	1,102.59	C00420	TELEPHONE ADMIN./GENERAL
37012	4/20/2020	ATT04	AT&T	912.54	C00420	SWITCHED ETHERNET SERVICE
37013	4/20/2020	ATT05	AT&T	190.40	C00417	TELEPHONE TEEN/FAM CTR

Check Number	Check Date	Vendor Number	Vendor Name	Net Amount	Invoice #	Description
37014	4/20/2020	ATT06	AT&T	242.65	C00417	TELEPHONE AZALEA HALL
37015	4/20/2020	BAD01	BADGER METER, Inc.	4,014.70	1357450	REPAIRS/ SUPPLIES
37016	4/20/2020	BET01	BETH WONSON & COMPANY	1,924.98	192	PROFESSIONAL SERVICES
37017	4/20/2020	CAB01	CABINETS BY ANDY, INC.	100.00	20818	REPAIRS/ SUPPLIES
37018	4/20/2020	DEL02	DELFINO, MADDEN, O'MALLEY	3,901.00	141140	LEGAL SERVICES
37019	4/20/2020	FED01	Fedex Office	368.52	C00417	LAB TESTS TREATMENT
37020	4/20/2020	HEL01	KEVIN HELD	200.00	C00417	OTHER PRO. FEES JHS DANCE
37021	4/20/2020	IND02	INDUSTRIAL ELECTRIC SERVICE	1,601.19	35507	REPAIRS/SUPPLY
37022	4/20/2020	MEN01	MENDES SUPPLY CO.	2,563.51	C00406	REPAIRS/SUPPLY
37023	4/20/2020	MUD01	MUDDY WATERS COFFEE CO.,JNC	80.00	C00406	OFFICE SUPPLIES
37024	4/20/2020	NOR35	NORTHERN HUMBOLDT EMPLOYMENT SVCS	980.19	C00417	CENTRAL AVE/P. PARK MAINT
37025	4/20/2020	PGE01	PG & E (Office & Field)	19,706.54	C00417	GAS & ELECTRIC
37026	4/20/2020	PGE10	PG&E STRETLIGHTS	3.46	C00417	GAS & ELECTRIC S.L.- ZONE
37027	4/20/2020	THO02	Thomas Home Center	538.53	C00408	REPAIRS/SUPPLY
37028	4/20/2020	THR01	THRIFTY SUPPLY COMPANY	171.96	1473565	REPAIRS/ SUPPLIES
37029	4/22/2020	PGE15	PG&E CFM/PPC DEPARTMENT	108.82	C00422P	HILLER LIFT STATION PUMP
37030	4/27/2020	*0157	REC PROGRAM REFUND YM	108.00	C00427	REC PROGRAM REFUND YM
37031	4/27/2020	*0158	REC PROGRAM REFUND DH	70.00	C00427	REC PROGRAM REFUND DH
37032	4/27/2020	*0159	REC PROGRAM REFUND LD	70.00	C00427	REC PROGRAM REFUND LD
37033	4/27/2020	*0160	REC PROGRAM REFUND CS	75.00	C00427	REC PROGRAM REFUND CS



Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
37034	4/27/2020	*0161	REC PROGRAM REFUND TB	70.00	C00427	REC PROGRAM REFUND TB
37035	4/27/2020	*0162	REC PROGRAM REFUND AM	75.00	C00427	REC PROGRAM REFUND AM
37036	4/27/2020	*0163	REC PROGRAM REFUND CB	70.00	C00427	REC PROGRAM REFUND CB
37037	4/27/2020	*0164	REC PROGRAM REFUND AH	70.00	C00427	REC PROGRAM REFUND AH
37038	4/27/2020	*0165	REC PROGRAM REFUND TS	70.00	C00427	REC PROGRAM REFUND TS
37039	4/27/2020	*0166	REC PROGRAM REFUND JB	75.00	C00427	REC PROGRAM REFUND JB
37040	4/27/2020	*0167	REC PROGRAM REFUND CB	70.00	C00427	REC PROGRAM REFUND CB
37041	4/27/2020	*0168	REC PROGRAM REFUND AG	70.00	C00427	REC PROGRAM REFUND AG
37042	4/27/2020	*0169	REC PROGRAM REFUND KC	75.00	C00427	REC PROGRAM REFUND KC
37043	4/27/2020	*0170	REC PROGRAM REFUND LL	75.00	C00427	REC PROGRAM REFUND LL
37044	4/27/2020	*0171	REC PROGRAM REFUND JB	75.00	C00427	REC PROGRAM REFUND JB
37045	4/27/2020	*0172	REC PROGRAM REFUND TS	70.00	C00427	REC PROGRAM REFUND TS
37046	4/27/2020	*0173	REC PROGRAM REFUND LA	20.00	C00427	REC PROGRAM REFUND LA
37047	4/27/2020	*0174	REC PROGRAM REFUND AT	25.00	C00427	REC PROGRAM REFUND AT
37048	4/27/2020	ADV01	ADVANCED SECURITY SYSTEM	154.26	515737	ALARMS/PAGING
37049	4/27/2020	BAL01	FSA REIMBURSEMENT DB	178.63	C00427	FSA REIMBURSEMENT DB
37050	4/27/2020	BAS01	BASIC LABORATORY INC.	535.00	2003729	LAB TESTING
37051	4/27/2020	BET01	BETH WONSON & COMPANY	641.66	190	PROFESSIONAL SERVICES
37052	4/27/2020	BOR01	BORGES & MAHONEY CO.	2,425.76	C00427	REPAIRS/ SUPPLIES
37053	4/27/2020	COA02	COASTAL BUSINESS SYSTEMS	585.00	AR62465	DOCSTAR SERVER MIGRATION

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
37054	4/27/2020	MIT01	MITCHELL LAW FIRM	7,378.40	45520	LEGAL SERVICES
37055	4/27/2020	PGE05	PG&E-STREETLIGHTS	364.52	C00427	STREETLIGHTS
37056	4/27/2020	PGE06	PG&E-STREETLIGHTS	16.70	C00427	GAS & ELECTRIC S.L.-ZONE
37057	4/27/2020	PGE07	PG&E-STREETLIGHTS	1,040.39	C00427	STREETLIGHTS ACCT 0908
37058	4/27/2020	PGE08	PG&E-STREETLIGHTS	16.01	C00427	GAS & ELECTRIC S.L.-ZONE
37059	4/27/2020	PGE09	PG&E-STREETLIGHTS	81.06	C00427	GAS & ELECTRIC S.L.-ZONE
D00046	4/6/2020	BAR02	SHEL BARSANTI	125.00	C00406	BOARD MEETING 3/4/2020
D00046	4/6/2020	COR07	JOHN CORBETT	125.00	C00406	BOARD MEETING 3/4/2020
D00046	4/6/2020	COU09	DAVID COUCH	125.00	C00406	BOARD MEETING 3/4/2020
			Check Total:	375.00		
				<u>281,138.12</u>		
			<b>Total Disbursements, Account Payable:</b>	<b><u>281,138.12</u></b>		

**Payroll Related Disbursements**

16904-16907	4/9/2020		Various Employees	10,032.63		Payroll Checks
16908	4/9/2020	CAL12	CALPERS 457 Plan	6,547.00	C00409	RETIREMENT
			Check Total:	719.04	1C00409	PERS 457 LOAN PMT
				<u>7,266.04</u>		
16909	4/9/2020	DIR01	DIRECT DEPOSIT VENDOR- US	36,546.37	C00409	Direct Deposit
16910	4/9/2020	EMP01	Employment Development	1,941.36	C00409	STATE INCOME TAX
			Check Total:	655.26	1C00409	SDI
				<u>2,596.62</u>		
16911	4/9/2020	EMP02	Employment Dev Department	12,650.70	C00331	SUI
16912	4/9/2020	HEA01	HEALTH/EQUITY, ATTN: CLINT	175.00	C00409	HSA
16913	4/9/2020	HUM29	UMPQUA BANK--PAYROLL DEP.	5,458.31	C00409	FEDERAL INCOME TAX
				8,146.28	1C00409	FICA

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
			Check Total:	<u>1,905.16</u> <u>15,509.75</u>	2C00409	MEDICARE
16914	4/9/2020	ACW01	CB&T/ACWA-JPIA	59,594.34	C00331	MED-DENTAL-EAP INSUR
16915	4/9/2020	PUB01	Public Employees PERS	19,307.95	C00331	PERS PAYROLL REMITTANCE
16916-16917	4/23/2020		Various Employees	5,714.67		Payroll Checks
16918	4/23/2020	CALL12	CalPERS 457 Plan	5,541.94 719.04	C00423 1C00423	RETIREMENT PERS 457 LOAN PMT
			Check Total:	<u>6,260.98</u>		
16919	4/23/2020	DIR01	DIRECT DEPOSIT VENDOR- US	38,852.06	C00423	Direct Deposit
16920	4/23/2020	EMP01	Employment Development	1,780.75 620.23	C00423 1C00423	STATE INCOME TAX SDI
			Check Total:	<u>2,400.98</u>		
16921	4/23/2020	HEA01	HEALTH/EQUITY, ATTN: CLINT	175.00	C00423	HSA
16922	4/23/2020	HUM29	UMPOQA BANK--PAYROLL DEP.	5,056.28 7,670.44 1,793.88	C00423 1C00423 2C00423	FEDERAL INCOME TAX FICA MEDICARE
			Check Total:	<u>14,520.60</u>		
			<b>Total Disbursements, Payroll:</b>	<u><b>231,603.69</b></u>		

# **McKinleyville Community Services District**

## **BOARD OF DIRECTORS**

June 3, 2020

TYPE OF ITEM: **ACTION**

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**ITEM: D.3 Compliance with State Double Check Valve (DCV) Law**

**PRESENTED BY: James Henry, Operations Director**

**TYPE OF ACTION: Roll Call Vote – Consent Calendar**

**Recommendation:**

Staff recommends that the Board authorize staff to provide the listed customers with formal notice that their water service will be discontinued in one month if they have not come into compliance with state law regarding water service cross-connection in accordance with MCSD Rules 7 and 10.

**Discussion:**

Customers listed below are currently not in compliance with State Law regarding cross connection control for water customers with an alternate water supply. These customers have been notified of their respective violations, as noted, and have been provided notification of this meeting.

1st Notice	February 25, 2020
10 Day Notice	May 22, 2020
Board Meeting	June 3, 2020
Lock	July 6, 2020
<b>Route 1,2,3,4 &amp; 8 (SPECIAL)</b>	

Account #	Address	Model of DCV
1-288-000	1285 AZALEA	FEBSCO 850
1-730-000	2256 Cochran	FEBSCO 850
1-840-024	2191 TERRA VISTA	NONE
3-285-000	1971 D AVE	WILKINS 550A

1st Notice	May 4, 2020
10 Day Notice	May 22, 2020
Board Meeting	June 3, 2020
Lock	July 6, 2020
<b>Route 4, 5, 6 and 1 (SPECIAL)</b>	

1-840-024	2191 TERRA VISTA	NONE
5-249-990	1550 HEARTWOOD (IRRIGATION)	FEBCO 850 1"
5-558-000	2034 SAINT MARU	FEBCO 850
5-560-000	2008 SAINT MARU	FEBCO 805Y
5-984-100	1581 CENTRAL F/S BYPASS	$\frac{3}{4}$ " BYPASS WILKINS 950
6-251-000	1748 EDELINE	WILKINS 350
6-865-000	1206 SCHOOL	NONE

# McKinleyville Community Services District

## BOARD OF DIRECTORS

June 3, 2020

TYPE OF ITEM: **ACTION**

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**ITEM: D.4**                      **Consider Approval of the 2019 Consumer Confidence Report (CCR)**

**PRESENTED BY:**              **James Henry, Operations Director**

**TYPE OF ACTION:**           **Roll Call Vote – Consent Calendar**

### **Recommendation:**

Staff recommends that the Board approve the Consumer Confidence Report for distribution in the Summer/Fall Newsletter.

### **Discussion:**

In 1996, Congress amended the Safe Drinking Water Act, adding a requirement that water systems deliver to their customers a brief annual water quality report, similar to the Annual Water Quality Report (AWQR) that California water systems began distributing in 1990. However, the CCR regulatory requirements are more specific and detailed in terms of content and format than those for the AWQR. These CCRs summarize information that our water system already collects to comply with regulations.

The CCR includes information on source water, levels of any detected contaminants, and compliance with drinking water regulations (including monitoring requirements), plus some educational information.

MCSD is required to deliver the annual CCR to consumers by July 1 of each year. The CCRs are based on data collected between January and December 2019. The CCR will be distributed as part of the MCSD Summer Newsletter.

MCSD 2019 CCR is compliant with Title 22, Chapter 15, Article 20 and the California Health and Safety Code, section 116470 and was drafted using the 2019 CCR Guidance Template.

As part of the federal drinking water program, United States Environmental Protection Agency (USEPA) issues a list of currently unregulated contaminants to be tested by Public Water Systems throughout the nation. This process occurs every five years pursuant the Unregulated Contaminant Monitoring Rule (UCMR). The purpose of the UCMR program is to determine the prevalence of unregulated contaminants in drinking water. Results of this testing help USEPA determine whether or not to regulate new contaminants for protection of public health.

The District participated in the current UCMR 4 testing in 2020 and tested 20 constituents on USEPA's List 1 (Assessment Monitoring). **Attachment 1** is the complete 2019 CCR for MCSD and Humboldt Bay Municipal Water District.

**Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

**Fiscal Analysis:**

Not applicable

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

- Attachment 1 – 2019 Consumer Confidence Report

## 2019 Consumer Confidence Report

Water System Name:	<b>McKinleyville Community Services District (MCSD)</b>	Report Date:	4/29/2020
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The District tests drinking water quality for many constituents as required by state and federal regulations. This report shows the results of our monitoring for the period of January 1 to December 31, 2019 and may include earlier monitoring data. Last year, as in years past, your tap water met all United State Environmental Protection Agency (USEPA) and State drinking water health standards. MCSD vigilantly safeguards its water infrastructure and once again, we are proud to report that our system did not violate a maximum contaminant level or any other water quality standard in 2019.

Este informe contiene información muy importante sobre su agua para beber. Favor de comunicarse McKinleyville Community Services District a 1656 Sutter Road McKinleyville, Ca. 95519 (707) 839-3251 para asistirlo en español.

Type of water source(s) in use:	Drinking water delivered by the McKinleyville Community Services District (MCSD) is supplied by the Humboldt Bay Municipal Water District (HBMWD). The District's source water has been classified by the State Water Resources Control Board (SWRCB) as groundwater <u>not</u> under the direct influence of surface water. The classification is important with respect to the regulations that a water system must follow to ensure water quality.
Name & general location of source(s):	<p>The Humboldt Bay Municipal Water District is a regional water wholesaler that supplies the drinking water to MCSD. Drinking water delivered to the District is drawn from wells below the bed of the Mad River northeast of Arcata. This water-bearing ground below the river is called an aquifer. These wells, called Ranney Wells, draw water from the sands and gravel of the aquifer at depths of 60 to 90 feet, thereby providing a natural filtration process. During the summer, this naturally filtered water is disinfected via chlorination and delivered to the District.</p> <p>In the late 1990s heavy winter rainfalls and high river levels were accompanied by increased turbidity (cloudiness) in the District's water. While turbidity itself is not a health concern, there is concern that it may interfere with the disinfection process. In 1997, DHS mandated that the District take steps to control the turbidity in its drinking water. Together with its wholesale customers, the new Turbidity Reduction Facility (TRF) was constructed and became operational in late 2002. For the first time in many years the District met the State's secondary maximum contaminant level standard for turbidity of less than 5 NTU (the unit which turbidity is measured). The TRF operates only during winter months.</p>
Drinking Water Source Assessment information:	<p>HBMWD performed a Drinking Water Source Assessment that was conducted by the Department of Health Services in August 2002. A copy of this assessment can be obtained at their District office at 828 7<sup>th</sup> Street Eureka, CA. This assessment found that the source water of the Ranney Wells may be vulnerable to activities that contribute to the release of aluminum and barium. Aluminum is associated with some surface water treatment processes and erosion of natural deposits. Barium is associated with the discharges of oil drilling waste or metal refineries and erosion of natural deposits.</p> <p>HBMWD treats its water and performs annual monitoring and testing, in accordance with SWRCB regulations and requirements, to ensure its water is safe to drink.</p> <p>MCSD performs separate monitoring and testing, in accordance with the USEPA and the State Board regulations and requirements, to ensure that the water quality remains high within the MCSD storage and distribution systems. The results from both the HBMWD's and the MCSD's 2019 monitoring and testing programs indicate that our water quality is very high, as has consistently been the case in past years.</p> <p>The tables below list the drinking water contaminants detected during 2019. A detected contaminant is any contaminant detected at or above its Detection Limit for Purposes of Reporting (DLR) (limit is established by SWRCB) or for unregulated contaminants, the Minimum Reporting Level (MRL). The tables show the level of detected contaminants. Contaminants that are not detected, or are detected below the DLR or MRL, are not required to be reported. The tables also show the maximum contaminant levels (MCL) and public health goals (PHG). Definitions for terms used in this report are listed on the next page.</p>
Time and place of regularly scheduled board meetings for public participation:	First Wednesday of each month at 7:00 p.m. at Azalea Hall, 1620 Pickett Road, McKinleyville, Ca. 95519. Due to Shelter in Place Order, Board meeting will be held via Zoom meetings until Order is lifted.

For more information, contact:	Patrick Kaspari, General Manager	Phone:	(707) 839-3251
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### **Definitions of Terms Used in This Report:**

You will find many terms and abbreviations in the table below. To help you understand these terms, the following definitions are provided:

- **Public Health Goal (PHG):** The level of a contaminant in drinking water, below 9 which there is no known or expected risk to health. PHGs are set by the California Environmental Protection Agency.
- **Maximum Contaminant Level Goal (MCLG):** The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the U.S. Environmental Protection Agency.
- **Maximum Contaminant Level (MCL):** The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible. Secondary MCLs cover the aesthetic quality of the water such as odor, taste and appearance.
- **Primary Drinking Water Standard (PDWS):** MCLs for contaminants that affect health along with monitoring, reporting requirements and water treatment requirements.
- **Maximum Residual Disinfectant Level (MRDL):** The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
- **Maximum Residual Disinfectant Level Goal (MRDLG):** The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
- **Regulatory Action Level (RAL):** The concentration of a contaminant which, when exceeded, triggers treatment or other requirements that a water system must follow.
- **Treatment Technique (TT):** A Required process intended to reduce the level of a contaminant in drinking water.
- **Variations and Exemptions:** State Board permission to exceed an MCL or not comply with a treatment technique under certain conditions.
- **n/a:** not applicable
- **ND:** not detectable at testing limit
- **ppb:** parts per billion or micrograms per liter ( $\mu\text{g/L}$ )
- **ppm:** parts per million or milligrams per liter ( $\text{mg/L}$ )
- **pCi/l:** picocuries per liter (**a measure of radiation**)
- **mgCaCO<sub>3</sub>/L:** milligrams of calcium carbonate per liter (**a measure of hardness**)
- **microseimens/ cm :** a measure of specific conductance ( $\mu\text{S/cm}$ )
- **NTU:** Nephelometric Turbidity Units
- **Detection Limit for Purposes of Reporting (DLR):** The DLR is a parameter that is set by state regulation for each reportable contaminant. The presence of these contaminants in the drinking water at its DLR does not necessarily indicate that the water poses a health risk and can be below its MCL.
- **Minimum Reporting Level (MRL):** The MRL is defined by the USGS National Water Quality Laboratory as the smallest measured concentration of a substance that can be reliably measured by using a given analytical method.
- **Secondary Drinking Water Standards (SDWS):** MCLs for contaminants that affect taste, odor or appearance of the drinking water. Contaminants with SDWSs do not affect the health at the MCL levels.

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and can pick up substances resulting from the presence of animals or human activity. Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations and wildlife.
- Inorganic contaminants such as salts and metals, that can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- Pesticides and herbicides that may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
- Radioactive contaminants that can be naturally-occurring or be the result of oil and gas production and mining activities.
- Organic chemical contaminants including synthetic and volatile organic chemicals, that are by-products of industrial processes and petroleum production, and can also come from gas stations, urban storm water runoff, agriculture application, and septic systems.

## **Water Quality Testing Results**

In order to ensure that tap water is safe to drink, the U.S. Environmental Protection Agency and the State Water Resources Control Board (State Board) prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. State Board regulations also established limits for contaminants in bottled water that provide the same protection for public health. The MCSD testing for Fecal Coliform produced zero results. Test results for disinfection byproducts have been below the Maximum Contaminant Level (MCL).

The tables enclosed in the newsletter list all the drinking water contaminants that were monitored during 2019. Additionally, the State requires that both Districts monitor for certain contaminants less than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year. Therefore, results from prior years are included if such a contaminant was detected. There are very few entries in the tables because very few contaminants were actually detected in prior years. It is once again important to note that the presence of these contaminants does not necessarily indicate that the water poses a health risk.

## **Additional General Information on Drinking Water**

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the U.S. EPA's Safe Drinking WATER hotline (1-800-426-4791)

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, persons with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. USEPA and the Center for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by cryptosporidium and other microbial contaminants are available from the USEPA's Safe Drinking Water Hotline (1-800-426-4791)

HBMWD consistently and frequently monitors for the presence of giardia and cryptosporidium in its drinking water. Since the mid-1990s, when the EPA approved the testing technique for these contaminants, HBMWD has never had a confirmed detection of either contaminant.

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. MCSD is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at (<http://www.epa.gov/lead>).

# McKinleyville Community Services District 2019 Consumer Confidence Report

## Humboldt Bay Municipal Water District Testing: RAW SOURCE WATER

**TABLE 1 – SAMPLING RESULTS SHOWING THE DETECTION OF COLIFORM BACTERIA**

Microbiological Contaminants (complete if bacteria detected)	Highest No. of Detections	No. of Months in Violation	MCL	MCLG	Typical Source of Bacteria
Total Coliform Bacteria (state Total Coliform Rule)	(In a month) 0	0	1 positive monthly sample	0	Naturally present in the environment
Fecal Coliform or <i>E. coli</i> (state Total Coliform Rule)	(In the year) 0	0	A routine sample and a repeat sample are total coliform positive, and one of these is also fecal coliform or <i>E. coli</i> positive	0	Human and animal fecal waste
<i>E. coli</i> (federal Revised Total Coliform Rule)	(In the year) 0	0	(a)	0	Human and animal fecal waste

(a) Routine and repeat samples are total coliform-positive and either is *E. coli*-positive or system fails to take repeat samples following *E. coli*-positive routine sample or system fails to analyze total coliform-positive repeat sample for *E. coli*.

**TABLE 2 – SAMPLING RESULTS SHOWING THE DETECTION OF LEAD AND COPPER**

Lead and Copper (complete if lead or copper detected in the last sample set)	Sample Date	No. of Samples Collected	90 <sup>th</sup> Percentile Level Detected	No. Sites Exceeding AL	AL	PHG	No. of Schools Requesting Lead Sampling	Typical Source of Contaminant
Lead (ppb)	2017	5	0	0	15	0.2	1	Internal corrosion of household water plumbing systems; discharges from industrial manufacturers; erosion of natural deposits
Copper (ppm)	2017	5	1.1	0	1.3	0.3	Not applicable	Internal corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives

**TABLE 3 – SAMPLING RESULTS FOR SODIUM AND HARDNESS**

Chemical or Constituent (and reporting units)	Sample Date	Level Detected	Range of Detections	MCL	PHG (MCLG)	Typical Source of Contaminant
Sodium (ppm)	2016	3.7	N/A	None	None	Salt present in the water and is generally naturally occurring
Hardness (ppm)	2016	87	N/A	None	None	Sum of polyvalent cations present in the water, generally magnesium and calcium, and are usually naturally occurring

**TABLE 4 – DETECTION OF CONTAMINANTS WITH A PRIMARY DRINKING WATER STANDARD**

Chemical or Constituent (and reporting units)	Sample Date	Level Detected	Range of Detections	MCL [MRDL]	PHG (MCLG) [MRDLG]	Typical Source of Contaminant
TTHMs (µg/L) – (Total Trihalomethanes)	2019	6.1	N/A	80	N/A	Byproduct of drinking water disinfection
HAA5 (µg/L) (Haloacetic Acids)	2019	11.2	7.9-11.2	60	N/A	Byproduct of drinking water disinfection
Chlorine (mg/L)	2019	Average=0.62	0.4-1.21	[MRDL = 4.0 (as Cl <sub>2</sub> )]	[MRDLG = 4.0 (as Cl <sub>2</sub> )]	Drinking water disinfectant added for treatment
Turbidity	2019	1.2	0.02-1.2	TT=5.0 NTU	N/A	Soil runoff. High Turbidity can hinder the effectiveness of disinfectants. During the winter season, it is a good indicator of the effectiveness of the filtration system.
		96.4%	N/A	TT=90% of sample ≤1.0 NTU	N/A	

**TABLE 5 – DETECTION OF CONTAMINANTS WITH A SECONDARY DRINKING WATER STANDARD**

Chemical or Constituent (and reporting units)	Sample Date	Level Detected	Range of Detections	SMCL	PHG (MCLG)	Typical Source of Contaminant
Chloride (mg/L)	2016	3.9	N/A	500	N/A	Runoff/leaching from natural deposits; seawater influence
Color (units)	2016	5.0	N/A	15	N/A	Naturally-occurring organic materials
Specific Conductance (µS/cm)	2018	130	N/A	1,600	N/A	Substances that form ions when in water
Sulfate (mg/L)	2016	10.0	N/A	500	N/A	Runoff/leaching from natural deposits; industrial wastes
Total Dissolved Solids (mg/L)	2016	90	N/A	1,000	N/A	Runoff/leaching from natural deposits
Turbidity (NTU)	2019	1.2	0.02-1.2	5	N/A	Soil runoff. High Turbidity can hinder the effectiveness of disinfectants. During the winter season, it is a good indicator of the effectiveness of the filtration system

**TABLE 6 – DETECTION OF UNREGULATED CONTAMINANTS**

Chemical or Constituent (and reporting units)	Sample Date	Level Detected	Range of Detections	Notification Level	Health Effects Language
Total Alkalinity (mg/L)	2016	65	N/A	N/A	There are no health concerns related to alkalinity

**Unregulated Contaminant Monitoring Rule (UCMR) – 2019 Testing Results**

As part of the federal drinking water program, USEPA issues a list of currently unregulated contaminants to be tested by Public Water Systems throughout the nation. This process occurs every five years pursuant to the Unregulated Contaminant Monitoring Rule (UCMR). The purpose of the UCMR program is to determine the prevalence of unregulated contaminants in drinking water. Results of this testing help USEPA determine whether or not to regulate new contaminants for protection of public health.

There have been four cycles of monitoring: UCMR 1 (2001-2003), UCMR 2 (2008-2010), UCMR 3 (2013-2015), and UCMR 4 (2018-2020). UCMR 1 through UCMR 3 tested for a total of 65 constituents. The UCMR 4 consists of testing for 10 cyanotoxins, 20 additional contaminants, and 2 indicators. Below are the constituents within the previous five years that were detected above the minimum reporting level in the most recent tests. Information on the potential health effects are also included.

**TABLE 6 – DETECTION OF UNREGULATED CONTAMINANTS**

Chemical or Constituent (and reporting units)	Sample Date	Level Detected	Range of Detections	Notification Level	Health Effects Language
HAA5 (µg/L) [Sum of 5 Haloacetic Acids]	2019	11.2	7.9-11.2	60 µg/L	Some people who drink water containing haloacetic acids in excess of the MCL over many years may have an increased risk of getting cancer.
HAA6 (µg/L) [Sum of 6 Haloacetic Acids]	2019	1.91	0-1.91	N/A	Some people who drink water containing haloacetic acids in excess over many years may have an increased risk of getting cancer.
HAA9 (µg/L) [Sum of 9 Haloacetic Acids]	2019	13.11	7.9-13.11	N/A	Some people who drink water containing haloacetic acids in excess over many years may have an increased risk of getting cancer.
Total Organic Carbon (µg/L)	2019	1100	1100-1100	N/A	Indicator of the potential to form haloacetic acids during water treatment. Total Organic Carbon has no known health effect.

**McKinleyville Community Services District**

<b>TABLE 1 – SAMPLING RESULTS SHOWING THE DETECTION OF COLIFORM BACTERIA</b>					
<b>Microbiological Contaminants</b> (complete if bacteria detected)	<b>Highest No. of Detections</b>	<b>No. of Months in Violation</b>	<b>MCL</b>	<b>MCLG</b>	<b>Typical Source of Bacteria</b>
Total Coliform Bacteria (state Total Coliform Rule)	(In a month) 2	0	1 positive monthly sample	0	Naturally present in the environment. The 2 detections came from operator error. Repeat samples were negative.
Fecal Coliform or <i>E. coli</i> (state Total Coliform Rule)	(In the year) 0	0	A routine sample and a repeat sample are total coliform positive, and one of these is also fecal coliform or <i>E. coli</i> positive	0	Human and animal fecal waste
<i>E. coli</i> (federal Revised Total Coliform Rule)	(In the year) 0	0	(a)	0	Human and animal fecal waste

(a) Routine and repeat samples are total coliform-positive and either is *E. coli*-positive or system fails to take repeat samples following *E. coli*-positive routine sample or system fails to analyze total coliform-positive repeat sample for *E. coli*.

<b>TABLE 2 – SAMPLING RESULTS SHOWING THE DETECTION OF LEAD AND COPPER</b>								
<b>Lead and Copper</b> (complete if lead or copper detected in the last sample set)	<b>Sample Date</b>	<b>No. of Samples Collected</b>	<b>90<sup>th</sup> Percentile Level Detected</b>	<b>No. Sites Exceeding AL</b>	<b>AL</b>	<b>PHG</b>	<b>No. of Schools Requesting Lead Sampling</b>	<b>Typical Source of Contaminant</b>
Lead (µg/L)	2019	30	1.2	0	15	0.2	A total of 4 Schools were tested for lead. Up to 3 samples collected per school	Internal corrosion of household water plumbing systems; discharges from industrial manufacturers; erosion of natural deposits
Copper (µg/L)	2019	30	.650	0	1.3	0.3	Not applicable	Internal corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives

<b>TABLE 3 – SAMPLING RESULTS FOR SODIUM AND HARDNESS</b>						
<b>Chemical or Constituent</b> (and reporting units)	<b>Sample Date</b>	<b>Level Detected</b>	<b>Range of Detections</b>	<b>MCL</b>	<b>PHG (MCLG)</b>	<b>Typical Source of Contaminant</b>
Sodium (ppm)	2007	3.7	N/A	None	None	Salt present in the water and is generally naturally occurring
Hardness (ppm)	2005	67	57-80	None	None	Sum of polyvalent cations present in the water, generally magnesium and calcium, and are usually naturally occurring

<b>TABLE 4 – DETECTION OF CONTAMINANTS WITH A PRIMARY DRINKING WATER STANDARD</b>						
<b>Chemical or Constituent</b> (and reporting units)	<b>Sample Date</b>	<b>Level Detected (Average)</b>	<b>Range of Detections</b>	<b>MCL [MRDL]</b>	<b>PHG (MCLG) [MRDLG]</b>	<b>Typical Source of Contaminant</b>
TTHMs (µg/L) – (Total Trihalomethanes)	2019	18	12-25	80	N/A	Byproduct of drinking water disinfection
HAA5 (µg/L) (Haloacetic Acids)	2019	15	4.2-26	60	N/A	Byproduct of drinking water disinfection
Chlorine (mg/L)	2019	Average=0.54	0.30-.90	[MRDL = 4.0 (as Cl <sub>2</sub> )]	[MRDLG = 4.0 (as Cl <sub>2</sub> )]	Drinking water disinfectant added for treatment
Asbestos	2019	ND	ND	7	7	Some people who drink water containing asbestos in excess of the MCL over many years may have an increased risk of developing benign intestinal polyps.

**Unregulated Contaminant Monitoring Rule (UCMR) 4 – 2019 Testing Results**

As part of the federal drinking water program, USEPA issues a list of currently unregulated contaminants to be tested by Public Water Systems throughout the nation. This process occurs every five years pursuant the Unregulated Contaminant Monitoring Rule (UCMR). The purpose of the UCMR program is to determine the prevalence of unregulated contaminants in drinking water. Results of this testing help USEPA determine whether or not to regulate new contaminants for protection of public health.

The District participated in the current UCMR 4 testing in 2019. The UCMR 4 consists of testing for 20 additional contaminants, and 2 indicators. Below are the constituents within the previous five years that were detected above the minimum reporting level in the most recent tests. Information on the potential health effects are also included.

**DETECTION OF UNREGULATED CONTAMINANTS**

<b>Chemical or Constituent (and reporting units)</b>	<b>Sample Date</b>	<b>Level Detected</b>	<b>Range of Detections</b>	<b>Notification Level</b>	<b>Health Effects Language</b>
HAA6 (µg/L) [Sum of 6 Haloacetic Acids]	2019	4.84	0-2.7	N/A	Some people who drink water containing haloacetic acids in excess over many years may have an increased risk of getting cancer.
HAA9 (µg/L) [Sum of 9 Haloacetic Acids]	2019	8.92	0-3.7	N/A	Some people who drink water containing haloacetic acids in excess over many years may have an increased risk of getting cancer.
Manganese, Total (µg/L)	2019	.44	.44	500	Manganese exposures resulted in neurological effects. High levels of manganese in people have been shown to result in adverse effects to the nervous system.

# McKinleyville Community Services District

## BOARD OF DIRECTORS

June 3, 2020

TYPE OF ITEM: **ACTION**

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**ITEM: D.5**                                 **Consider Adoption of Resolution 2020-10 Amending the Rules and Regulations Rule 45.03.b Facility Use Fees and 45.03.c Event Service Fees**

**PRESENTED BY:**                         **Lesley Frisbee, Recreation Director**

**TYPE OF ACTION:**                     **Roll Call Vote – Consent Calendar**

### **Recommendation:**

Staff recommends that the Board consider adoption of Resolution 2020-10 amending the Rules and Regulations Rule 45.03.b Facility Use Fees and 45.03.c Event Service Fees.

### **Discussion:**

In 2015, the MCSD Board approved facility fee increases of 30%-35% given that facility fees had not been adequately adjusted on an annual basis and that increases had not been made since 2012. At that time the Board requested that facility fees be analyzed annually and adjusted incrementally as needed to keep up with inflating costs of maintenance and operations. In 2019 fees were increased by 1.5%-5% to maintain marketability of facilities while also accounting for increased costs.

Staff considered several factors in determining the amounts of increase for each facility. Staff researched similar facilities locally, analyzed maintenance and operation costs of existing facilities, and existing and historical use of each facility. The proposed fees were presented and discussed with the Recreation Advisory Committee at the May RAC meeting. The Recreation Advisory Committee approved the increase as proposed below which represents an approximate 1% - 1.5% increase of existing fees. A table comparing the current fees to the proposed increased rates can be viewed in **Attachment 2**.

The changes to the Rules and Regulations Rule 45.03.b Facility Use Fees and 45.03.c Event Service Fees are reflected below and appear with the revisions in **Attachment 1**, Resolution 2020-10:

**Rule 45.03.b. FACILITY USE FEES** - the District shall charge the following rates for use of a District-owned facility for each use specified below:

#### **ACTIVITY CENTER**

Non-Profit Groups/Vendors	\$37.00/hour
Private Citizen/Business	\$52.50/hour

AZALEA HALL-ENTIRE FACILITY

Non-Profit Groups/Vendors	\$64.75/hour
Private Citizen/Business	\$86.00/hour

AZALEA HALL-HEWITT ROOM

Non-Profit Groups/Vendors	\$50.50/hour
Private Citizen/Business	\$62.75/hour
All Day Rate	\$525.00
Half Day Rate	\$318.00

AZALEA HALL-MEETING ROOM

Non-Profit Groups/Vendors	\$18.50/hour
Private Citizen/Business	\$24.75/hour

AZALEA HALL-KITCHEN

All Users	\$18.50/hour
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LIBRARY CONFERENCE ROOM

Non-Profit Groups/Vendors	\$27.50/hour
Private Citizen/Business	\$30.50/hour

TEEN CENTER-ENTIRE FACILITY

Non-Profit/Vendors	\$70.00hour
Private Citizen/Business	\$87.00/hour
All Day (12 hr) Rate	\$915.00
Half Day (6 hr) Rate	\$475.00

TEEN CENTER-MULTI PURPOSE ROOM

Non-Profit/Vendors	\$40.50/hour
Private Citizen Business	\$48.75/hour

TEEN CENTER-MUSIC ROOM

Non-Profit/Vendors	\$25.75/hour
Private Citizen Business	\$32.75/hour
All Day (8 hr) Rate *weekends only	\$212.00

TEEN CENTER-KITCHEN

All Users	\$36.50/hour
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PARKS

Gazebo Picnic Area	\$55.75/4 hrs
Picnic Pavilion	\$109.50/4 hrs
Special Event	\$166.00/day
*Commercial Events	\$268.00/day

\*Requires Facility Host @ \$35.50 per hour unless overtime wages apply

SPECIAL EVENT SERVICES



Event Staff	\$18.75/hour
Event Setup	
Events with less than 100 persons	\$87.00
Events with 101-200 persons	\$121.50
Events with more than 200 persons	\$152.00

Event Cleanup

Events with less than 100 persons	\$152.00
Events with 101-200 persons	\$182.00
Events with more than 200 persons	\$223.00

**Rule 45.03.c. EVENT SERVICES FEES** - the District shall charge a fee of \$18.75 per hour for an event host for those events requiring such a host. The minimum charge shall be two hours. Other events service fees shall be determined each year and are based on the direct expense associated with providing said service. Such event fees shall be established and adopted by the Board.

**Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

**Fiscal Analysis:**

Facility fees are set to be competitive with similar regional facilities while also providing necessary support for the maintenance and operations. Staff researched similar facilities locally, analyzed maintenance and operation costs of existing facilities as well as analyzed annual usage and the impact the recommended fee increase would have on vendors. Based on the information available to staff it was determined that a 1% - 1.5% increase in fees would maintain the marketability of facilities, while also maximizing the potential to recover the costs of operations and maintenance.

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

- Attachment 1 – Resolution 2020-10
- Attachment 2 – Table of Current Fees to Proposed Fees

**RESOLUTION 2020-10****A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT AMENDING THE RULES AND REGULATIONS RULE 45.03.B FACILITY USE FEES AND 45.03.C EVENT SERVICE FEES**

**WHEREAS**, the Board wishes to provide quality parks and recreation services to its constituents; and

**WHEREAS**, the Board has determined that fees and charges should reflect District costs of providing services and maintaining facilities; and

**WHEREAS**, the District has certain fees which may no longer be covering operating expenses; and

**WHEREAS**, the Board may revise and/or increase facility rental fees as deemed necessary by Board action; and

**WHEREAS**, the amended Rules and Regulations will be duly accepted for implementation effective on July 1, 2020.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the McKinleyville Community Services District does hereby amend the Rules and Regulations as follows:

**Rule 45.03.b. FACILITY USE FEES** - the District shall charge the following rates for use of a District-owned facility for each use specified below:

ACTIVITY CENTER

Non-Profit Groups/Vendors	\$37.00/hour
Private Citizen/Business	\$52.50/hour

AZALEA HALL-ENTIRE FACILITY

Non-Profit Groups/Vendors	\$64.75/hour
Private Citizen/Business	\$86.00/hour

AZALEA HALL-HEWITT ROOM

Non-Profit Groups/Vendors	\$50.50/hour
Private Citizen/Business	\$62.75/hour
All Day Rate	\$525.00
Half Day Rate	\$318.00

AZALEA HALL-MEETING ROOM

Non-Profit Groups/Vendors	\$18.50/hour
Private Citizen/Business	\$24.75/hour

AZALEA HALL-KITCHEN

All Users	\$18.50/hour
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LIBRARY CONFERENCE ROOM

Non-Profit Groups/Vendors	\$27.50/hour
Private Citizen/Business	\$30.50/hour

TEEN CENTER-ENTIRE FACILITY

Non-Profit/Vendors	\$70.00hour
Private Citizen/Business	\$87.00/hour
All Day (12 hr) Rate	\$915.00
Half Day (6 hr) Rate	\$475.00

TEEN CENTER-MULTI PURPOSE ROOM

Non-Profit/Vendors	\$40.50/hour
Private Citizen Business	\$48.75/hour

TEEN CENTER-MUSIC ROOM

Non-Profit/Vendors	\$25.75/hour
Private Citizen Business	\$32.75/hour
<u>All Day (8 hr) Rate *weekends only</u>	<u>\$212.00</u>

TEEN CENTER-KITCHEN

All Users	\$36.50/hour
-----------	--------------

PARKS

Gazebo Picnic Area	\$55.75/4 hrs
Picnic Pavilion	\$109.50/4 hrs
Special Event	\$166.00/day
*Commercial Events	\$268.00/day
*Requires Facility Host @ \$35.50 per hour unless overtime wages apply	

SPECIAL EVENT SERVICES

Event Staff	\$18.75/hour
Event Setup	
Events with less than 100 persons	\$87.00
Events with 101-200 persons	\$121.50
Events with more than 200 persons	\$152.00

Event Cleanup

Events with less than 100 persons	\$152.00
Events with 101-200 persons	\$182.00
Events with more than 200 persons	\$223.00

**Rule 45.03.c. EVENT SERVICES FEES** - the District shall charge a fee of \$18.75 per hour for an event host for those events requiring such a host. The minimum charge shall be two hours. Other events service fees shall be determined each year and are based on the

direct expense associated with providing said service. Such event fees shall be established and adopted by the Board.

**ADOPTED, SIGNED AND APPROVED** at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on June 3, 2020 by the following polled vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Mary Burke, Board President

Attest:

---

April Sousa, Board Secretary

**Item D. 5 Attachment 2**

ACTIVITY CENTER	2019-2020		Proposed for						
	Hrly Rates		2020-2021	1%	1.50%	2%	2.50%	3%	5%
<b>ACTIVITY CENTER</b>									
Public/Business Rate	\$ 51.75	\$ 52.50	\$ 52.27	\$ 52.53	\$ 52.79	\$ 53.04	\$ 53.30	\$ 54.34	
Non-profit/Vendor	\$ 36.50	\$ 37.00	\$ 36.87	\$ 37.05	\$ 37.23	\$ 37.41	\$ 37.60	\$ 38.33	
<b>AZALEA HALL-ENT. BLDG</b>									
Public/Business Rate	\$ 85.00	\$ 86.00	\$ 85.85	\$ 86.28	\$ 86.70	\$ 87.13	\$ 87.55	\$ 89.25	
Non-profit/Vendor	\$ 64.00	\$ 64.75	\$ 64.64	\$ 64.96	\$ 65.28	\$ 65.60	\$ 65.92	\$ 67.20	
<b>AZALEA HALL-HEWITT ROOM</b>									
Public/Business Rate	\$ 62.00	\$ 62.75	\$ 62.62	\$ 62.93	\$ 63.24	\$ 63.55	\$ 63.86	\$ 65.10	
Non-profit/Vendor	\$ 50.00	\$ 50.50	\$ 50.50	\$ 50.75	\$ 51.00	\$ 51.25	\$ 51.50	\$ 52.50	
All Day (12 hr) Rate	\$ 520.00	\$ 525.00	\$ 525.20	\$ 527.80	\$ 530.40	\$ 533.00	\$ 535.60	\$ 546.00	
Half Day (6 hr) Rate	\$ 315.00	\$ 318.00	\$ 318.15	\$ 319.73	\$ 321.30	\$ 322.88	\$ 324.45	\$ 330.75	
<b>AZALEA HALL-MEETING ROOM</b>									
Public/Business Rate	\$ 24.50	\$ 24.75	\$ 24.75	\$ 24.87	\$ 24.99	\$ 25.11	\$ 25.24	\$ 25.73	
Non-profit/Vendor	\$ 18.25	\$ 18.50	\$ 18.43	\$ 18.52	\$ 18.62	\$ 18.71	\$ 18.80	\$ 19.16	
All Users	\$ 18.25	\$ 18.50	\$ 18.43	\$ 18.52	\$ 18.62	\$ 18.71	\$ 18.80	\$ 19.16	
<b>LIBRARY CONFERENCE ROOM</b>									
Public/Business Rate	\$ 30.25	\$ 30.50	\$ 30.55	\$ 30.70	\$ 30.86	\$ 31.01	\$ 31.16	\$ 31.76	
Non-profit/Vendor	\$ 27.25	\$ 27.50	\$ 27.52	\$ 27.66	\$ 27.80	\$ 27.93	\$ 28.07	\$ 28.61	
<b>TEEN CENTER-ENTIRE BLDG</b>									
Public/Business Rate	\$ 86.00	\$ 87.00	\$ 86.86	\$ 87.29	\$ 87.72	\$ 88.15	\$ 88.58	\$ 90.30	
Non-profit/Vendor	\$ 69.25	\$ 70.00	\$ 69.94	\$ 70.29	\$ 70.64	\$ 70.98	\$ 71.33	\$ 72.71	
All Day (12 hr) Rate	\$ 907.00	\$ 915.00	\$ 916.07	\$ 920.61	\$ 925.14	\$ 929.68	\$ 934.21	\$ 952.35	
Half Day (6 hr) Rate	\$ 470.00	\$ 475.00	\$ 474.70	\$ 477.05	\$ 479.40	\$ 481.75	\$ 484.10	\$ 493.50	
<b>TEEN CENTER-MULTI PURPOSE RM</b>									
Public/Business Rate	\$ 48.25	\$ 48.75	\$ 48.73	\$ 48.97	\$ 49.22	\$ 49.46	\$ 49.70	\$ 50.66	
Non-profit/Vendor	\$ 40.00	\$ 40.50	\$ 40.40	\$ 40.60	\$ 40.80	\$ 41.00	\$ 41.20	\$ 42.00	
<b>TEEN CENTER-MUSIC ROOM</b>									
Public/Business Rate	\$ 32.50	\$ 32.75	\$ 32.83	\$ 32.99	\$ 33.15	\$ 33.31	\$ 33.48	\$ 34.13	
Non-profit/Vendor	\$ 25.50	\$ 25.75	\$ 25.76	\$ 25.88	\$ 26.01	\$ 26.14	\$ 26.27	\$ 26.78	
All Day (8 hr) Rate*	\$ 210.00	\$ 212.00	\$ 212.10	\$ 213.15	\$ 214.20	\$ 215.25	\$ 216.30	\$ 220.50	
<i>*available weekends only</i>									
<b>TEEN CENTER-KITCHEN</b>									
All Users	\$ 36.00	\$ 36.50	\$ 36.36	\$ 36.54	\$ 36.72	\$ 36.90	\$ 37.08	\$ 37.80	

D-Street Comm. Ctr Arcata- 403.50 for 4-5 hrs (= \$100.88 to \$80.70 / hr) \$531 over 5 hours (= \$106.20 / hr)

Arcata Comm Ctr-Teen Rm & Arts Rm (Capacity of 50) \$58.50/hr \$159.25 for 4-5 hrs (\$39.81 - \$31.85 / hr) \$212.50 over 5 hours (\$35.42 / hr)

Arcata Comm Ctr-Sr. Dining Rm (occ 96 at tables-122 just seats) \$239.00 up to 3 hrs (\$79.66 / hr) \$345.25 3-5hrs (\$115.08- \$69.04 / hr) \$424.75 over 5 hrs (\$70.80 / hr)

Wharfinger Bldg-Great room 2,100 sq ft \$570-\$600 for 10 hrs \$700-\$750 for 11-14 hrs

Arcata Vets Great Hall-occupancy 240 \$65/hr \$475 for 8 hrs (\$375 nonprofit)

Arcata Vets Dining Hall-occupancy 199 \$55/hr \$400 for 8 hours (\$300 nonprofit)

Arcata Vets Meeting Room -occup. 35 (fees same for Kitchen) \$40/hr \$300 for 8 hrs (\$175 nonprofit)

Arcata Vets Whole Day rental Whole Bldg only) \$1400 (\$1000 nonprofit)

<b>PARKS</b>					<b>1.50%</b>	<b>2%</b>	<b>2.50%</b>	<b>3%</b>	<b>5%</b>
Pierson Park Gazebo Picnic Area	\$ 55.00	\$ 55.75	4 hrs	\$ 55.55	\$ 55.83	\$ 56.10	\$ 56.38	\$ 56.65	\$ 57.75
Pierson Park Pavilion	\$ 108.00	\$ 109.50	4 hrs	\$ 109.08	\$ 109.62	\$ 110.16	\$ 110.70	\$ 111.24	\$ 113.40
Hillier Park Picnic Area	\$ 55.00	\$ 55.75	4 hrs	\$ 55.55	\$ 55.83	\$ 56.10	\$ 56.38	\$ 56.65	\$ 57.75
Special Event	\$ 164.00	\$ 166.00	daily	\$ 165.64	\$ 166.46	\$ 167.28	\$ 168.10	\$ 168.92	\$ 172.20
Commercial Event*	\$ 265.00	\$ 268.00	daily	\$ 267.65	\$ 268.98	\$ 270.30	\$ 271.63	\$ 272.95	\$ 278.25
<b>Commercial Event Staff (*Required)</b>	<b>\$ 35.50</b>	<b>\$ 36.00</b>	per hr.	\$ 35.86	\$ 36.03	\$ 36.21	\$ 36.39	\$ 36.57	\$ 37.275

<b>SPECIAL EVENT SERVICES</b>									
<b>Event Staff</b>	<b>\$ 18.50</b>	<b>\$ 18.75</b>	per hr.	\$ 18.69	\$ 18.78	\$ 18.87	\$ 18.96	\$ 19.06	\$ 19.43
<b>Set-Up</b>									
Events with less than 100 people	\$ 86.00	\$ 87.00		\$ 86.86	\$ 87.29	\$ 87.72	\$ 88.15	\$ 88.58	\$ 90.30
Events with 101-200 people	\$ 120.00	\$ 121.50		\$ 121.20	\$ 121.80	\$ 122.40	\$ 123.00	\$ 123.60	\$ 126.00
Events with more than 200 people	\$ 150.00	\$ 152.00		\$ 151.50	\$ 152.25	\$ 153.00	\$ 153.75	\$ 154.50	\$ 157.50
<b>Clean-Up</b>									
Events with less than 100 people	\$ 150.00	\$ 152.00		\$ 151.50	\$ 152.25	\$ 153.00	\$ 153.75	\$ 154.50	\$ 157.50
Events with 101-200 people	\$ 180.00	\$ 182.00		\$ 181.80	\$ 182.70	\$ 183.60	\$ 184.50	\$ 185.40	\$ 189.00
Events with more than 200 people	\$ 220.00	\$ 223.00		\$ 222.20	\$ 223.30	\$ 224.40	\$ 225.50	\$ 226.60	\$ 231.00

<b>HILLER SPORTS SITE</b>	
Turf Field	
Ball Field	
Youth Serving Org. Rate	
Per hour Field Prep fees	
Concession Stand Weekday	
Concession Stand Weekend	

Hillier Sports Site fee increases will be discussed with all Youth Serving Organizations which currently have a facility use agreement with MCSD. Regionally, municipalities are giving youth serving organizations a 50% reduction in fees for field use.

# McKinleyville Community Services District

## BOARD OF DIRECTORS

June 3, 2020

TYPE OF ITEM: **ACTION**

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**ITEM: D.6**                      **Approve Conveyance of Water and Sewer Facilities  
Related to Frito Lay Project**

**PRESENTED BY:**              **Greg Orsini, General Manager**

**TYPE OF ACTION:**          **Roll Call Vote – Consent Calendar**

### **Recommendation:**

Adopt conveyance of the facilities as recommended by staff included in **Attachment 1** and listed by name and APN 508-251-055. All facilities are the property of the District and will be maintained by District personnel.

### **Discussion:**

All subdivisions that install facilities such as water mains and services, sewer mains and laterals, and street light zones when required, are eventually completed and dedicated to the McKinleyville Community Services District (MCSD). These projects are brought to the Board during the application phase for approval, prior to the start of the project. All facilities are constructed to District Specifications, tested, and inspected, prior to a letter being sent to the County Public Works for approval and the recordation of the final map.

Staff sends a final letter of approval that starts the date for the one-year warranty period. If any defects are in evidence during this first year, it is the responsibility of the developer/contractor to remedy the problem. After a period of one-year the District is responsible to make repairs unless fraud and/or gross negligence is evident.

### **Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

### **Fiscal Analysis:**

A valuation of all infrastructure included in the conveyance will be added to the MCSD Capitol Asset Inventory.

### **Environmental Requirements:**

Required by developer prior to construction.

### **Exhibits/Attachments:**

- Attachment 1 – Agreement for Conveyance and Acceptance of Frito Lay Project

AGREEMENT FOR CONVEYANCE AND ACCEPTANCE OF FRITO LAY WAREHOUSE MAIN EXTENSION SYSTEM

This Agreement is made by and between the MCKINLEYVILLE COMMUNITY SERVICES DISTRICT, hereinafter referred to as "McKinleyville", and L&A Enterprise, hereinafter referred to as "Developer", this 3th day of June 2020.

- 1. Developer hereby grants and conveys to McKinleyville that certain Frito Lay Warehouse mainline extension system constructed and owned by Developer which system is described as follows:

Water System:

- 55' 8" Water main
1 Single 1" Water Service
1 Blow Off
1 1" Water Service

Sewer System:

- 534' 6" Sewer Main
1 Sewer Manhole
1 Mainline C.O.
1 Sewer Laterals
1 Sewer Laterals C.O

Streetlights:

- 0 Streetlights

and all related appurtenances. The facilities are located on AP# 508-251-055 and are more specifically described in the service application dated May 17,2019.

Together with an easement 20 feet in width and the right to lay, construct, reconstruct, install, replace, operate, repair, remove, alter, inspect, and maintain pipes, pipelines, facilities and appurtenances for water, sewer and other public utility services and facilities, together with the free right of ingress and egress thereto, and such other rights and benefits necessary and convenient to GRANTEE'S full use and enjoyment of the rights herein granted.

- 2. McKinleyville accepts the grant and conveyance from Developer of said Water and Sewer system and agrees to maintain and operate it as part of its MCSD Distribution and Collection system.

IN WITNESS WHEREOF the parties hereto have executed this agreement effective the date first above written.

Developer

McKinleyville Community Services District

Mary Burke, Board President

April Sousa, Board Secretary



# McKinleyville Community Services District

## BOARD OF DIRECTORS

June 3, 2020

TYPE OF ITEM: **ACTION**

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**ITEM: E.1**                      **Consider Approval of the FY2020-21 Budget and Approve Resolution 2020-11 establishing Appropriations Limits for FY2020-21.**

**PRESENTED BY:**              **Colleen M. R. Trask, Finance Director**

**TYPE OF ACTION:**          **Roll Call Vote**

### **Recommendation:**

1. Staff recommends that the Board review, take public comment, and approve the FY2020-21 Budget; and
2. Approve Resolution 2020-11 establishing Appropriations Limits for FY2020-21.

### **Discussion:**

The proposed FY2020-21 Budget differs, in some important respects, from the draft budget elements presented to and discussed by the Board in previous months. It reflects updated assumptions regarding revenue streams, grants, and capital projects.

The Parks Budget has been adjusted to reflect our current best estimates of the impact of various State and County Orders relating to the COVID19 pandemic for Fiscal Year 20-21. As in the current fiscal year, we expect to see significant impacts on facilities rental revenue, recreation program revenue, which will be partly offset by reductions in related expenses for part-time personnel and supplies. A modest calculated increase in property tax revenue offers another partial offset. Given how speculative all these estimates are, staff is expecting to bring back a May Revise for Parks in FY20-21.

The Budgets, graphs, historical trend analysis, capital projects budgets, and narratives are included in the final budget document, as is the Appropriations Limits calculation, which is an annual item required by State law. The Appropriations Limit calculates the amount of property tax revenue that may be spent by local governments, including Special Districts. It is calculated based on population growth and other factors.

### **Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

### **Fiscal Analysis:**

Budgetary fiscal analysis: see Exhibits 1-5 of the proposed FY2020-21 Budget.

Appropriations Limit fiscal analysis: As the proposed expenditures subject to the Limit are \$469,854 under the Appropriations Limit threshold, no additional analysis is required.

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

- Attachment 1 – Budget for FY2020-21
- Attachment 2 – Resolution 2020-11



**BUDGET**

**For the Fiscal Year Ending June 30, 2021**

Adoption Date: June 3, 2020

**MCSD BOARD OF DIRECTORS**

Mary Burke, President  
Dennis Mayo, Vice President  
Shel Barsanti, Director  
John Corbett, Director  
David Couch, Director

**McKINLEYVILLE COMMUNITY SERVICES DISTRICT**  
**1656 Sutter Road**  
**McKinleyville, CA 95519**  
**Capital and Operating Budget**

**For the Fiscal Year Ending June 30, 2021**

**INTRODUCTION AND BUDGET GUIDE**

This budget is intended to serve as a management tool for operation of the McKinleyville Community Services District (MCSD) during fiscal year July 1, 2020 through June 30, 2021. The Budget sets forth goals and priorities for staff to accomplish during the year in the four district operating departments. This budget is dynamic in that it can be amended as the Board adds goals and changes priorities.

- Page 3 includes information about McKinleyville and the McKinleyville Community Services District.
- The Mission Statement, a brief overview of the goals included in MCSD's Strategic Plan, the Organization Chart, and the calculated Full-Time Employee Equivalents for the fiscal year are included beginning at Page 5.
- Budgets and accompanying graphs for the Governmental Funds & the Enterprise Funds are shown beginning at Page 9. Detailed line item budgets are available for review by the Board and the public, but are not included in this policy-level document.
- Historical Data is presented beginning at Page 16.
- MCSD's Capital Improvement Program Budgets, Exhibit 11, start on Page 20. Narratives are shown in Appendix A, beginning at Page 24.
- MCSD's Board reviewed Tactical Planning Matrix is shown in Appendix B, beginning at Page 29
- The Appropriations Limit calculations required by law for the Fiscal Year 2020-21 are included in Appendix C, starting on Page 35.

## DESCRIPTION OF THE COMMUNITY

McKinleyville is an unincorporated community of Humboldt County in the north coastal region of California 300 miles north of San Francisco. McKinleyville has an approximate population of 15,177 according to 2010 data from the U. S. Census Bureau. It is the third largest community population area in Humboldt County behind Eureka (27,191) and Arcata (17,231). McKinleyville borders the Pacific Ocean and has a mild climate year round with frequent fog and moderate to heavy precipitation mainly between October and April. Because of the combination of coastal, mountain and valley areas, residents have the opportunity for a wide range of recreational activities. Just minutes from McKinleyville, you can surf, fish for salmon and steelhead, hike underneath the world's tallest trees and bike the Pacific Coast Trail.

The original settlers of McKinleyville were the Wiyot Indians who occupied the area for hundreds of years before the first white settlers arrived. Historian Edie Neilson estimates that there were three thousand Wiyots in the vicinity when the first white settlers arrived in the 1850s; by 1900, there were only 150 Wiyots left. Joseph Dow built his cabin in 1862 on the high prairie area near the future site of the Humboldt County Airport. For many years the area from the Mad River to the Little River was known as Dow's Prairie.

Dow's Prairie was isolated from the rest of the north coast communities by the bridgeless rivers to the north and south and the dense forest to the east. When passable, fording the Mad River to get supplies in Arcata was a two-day trip. In 1897, Arcata businessman Isaac Minor built a general store with a post office, a hotel and a creamery here. The general store quickly became the social center for the community and the people decided to call their town Minor in his honor. When President William McKinley was assassinated in 1901, Isaac Minor and the townspeople agreed to change the name of the community to McKinleyville.

The McKinleyville Union School District was founded in 1948 and includes Dow's Prairie School, McKinleyville Middle School and Morris School. MUSD is McKinleyville's largest employer with a payroll of over \$4 million. Graduates of MUSD attend McKinleyville High School, which was opened for the fall 1961 school year. Mack High is one of two high schools in the Northern Humboldt Union High School District.

Opportunities for higher education are nearby. Arcata's Humboldt State University, a four-year college with a full spectrum of curriculum and graduate programs, is a 10-minute drive from McKinleyville. Eureka, located 20 minutes south of McKinleyville, is the largest city and county seat of Humboldt County. The main branch of College of the Redwoods, a community college system offering comprehensive programs in many academic and technical fields, is located in Eureka.

## DESCRIPTION OF THE DISTRICT

McKinleyville Community Services District (MCSD) was created on April 14, 1970 when McKinleyville's residents voted 592 "yes" against 154 "no" to form the District. Initially, the District had authority to serve water and treat sewer wastes. In 1972 the voters added street lighting powers. In 1985 the voters added recreational powers and in 1995 the voters authorized construction of the McKinleyville Library. The District boundaries encompass 12,140 acres ranging from North Bank Road on the south to Patrick Creek on the north. MCSD is an independent governmental unit organized under the Community Services District Law, pursuant to Title 6 Division 3 of the Government Code Section 61000, et seq. A five member Board of Directors elected to four-year rotating terms in even-numbered years governs the District. The Directors meet on the first Wednesday of each month at Azalea Hall, 1620 Pickett Road, to set policy, consider projects and settle disputes. The District office is located at 1656 Sutter Road just east of Central Avenue.

MCSD's principal activities include water, sewer, parks, recreation, street lighting and open space maintenance services. In recent years, the District has dramatically expanded its recreational services by developing approximately 44 acres of community parks: Hiller Park Playground and Picnic Area, Hiller Park Loop Trails, Hiller Sports Complex, Pierson Park and Larissa Park. In addition, the District has constructed state-of-the-art buildings to provide indoor sports and recreation (McKinleyville Activity Center), a community activities center (Azalea Hall), a Teen and Community Center, and a library (a branch of the Humboldt County Library). In 1999, the Mad River Rotary Club completed the fund-raising and construction of a Law Enforcement Facility on District land adjacent to the Library and Azalea Hall. The facility was then donated to the District and is leased to the Humboldt County Sheriff's Department.

MCSD purchases its wholesale water supply from the Humboldt Bay Municipal Water District, which diverts water from its million-gallon tank on Essex Hill under the Mad River to MCSD's Grant A. Ramey Pump Station at North Bank and Azalea Roads. Water is then pumped to storage tanks at McCluski Hill, Cochran Road and Norton Road; MCSD's six storage tanks have a combined capacity of 5.25 million gallons, approximately a 36 hour supply for our 6,300 water customers.

All sewage for MCSD's 5,100 customers is treated at the Wastewater Management Facility at Hiller Park. MCSD maintains approximately 65 miles of sewer mains. MCSD recycles treated wastewater for agricultural irrigation at the Fischer Irrigation Site and at Hiller Park. With a major upgrade of the Wastewater Management Facility completed last fiscal year, MCSD is committed to maintaining its sewage collection, treatment and disposal systems as a model for other communities.

Additional information and photographs of MCSD facilities are available on MCSD's website ([www.mckinleyvillecsd.com](http://www.mckinleyvillecsd.com)). District staff and Directors can be reached by e-mail at [mcsd@mckinleyvillecsd.com](mailto:mcsd@mckinleyvillecsd.com).

## **MISSION STATEMENT**

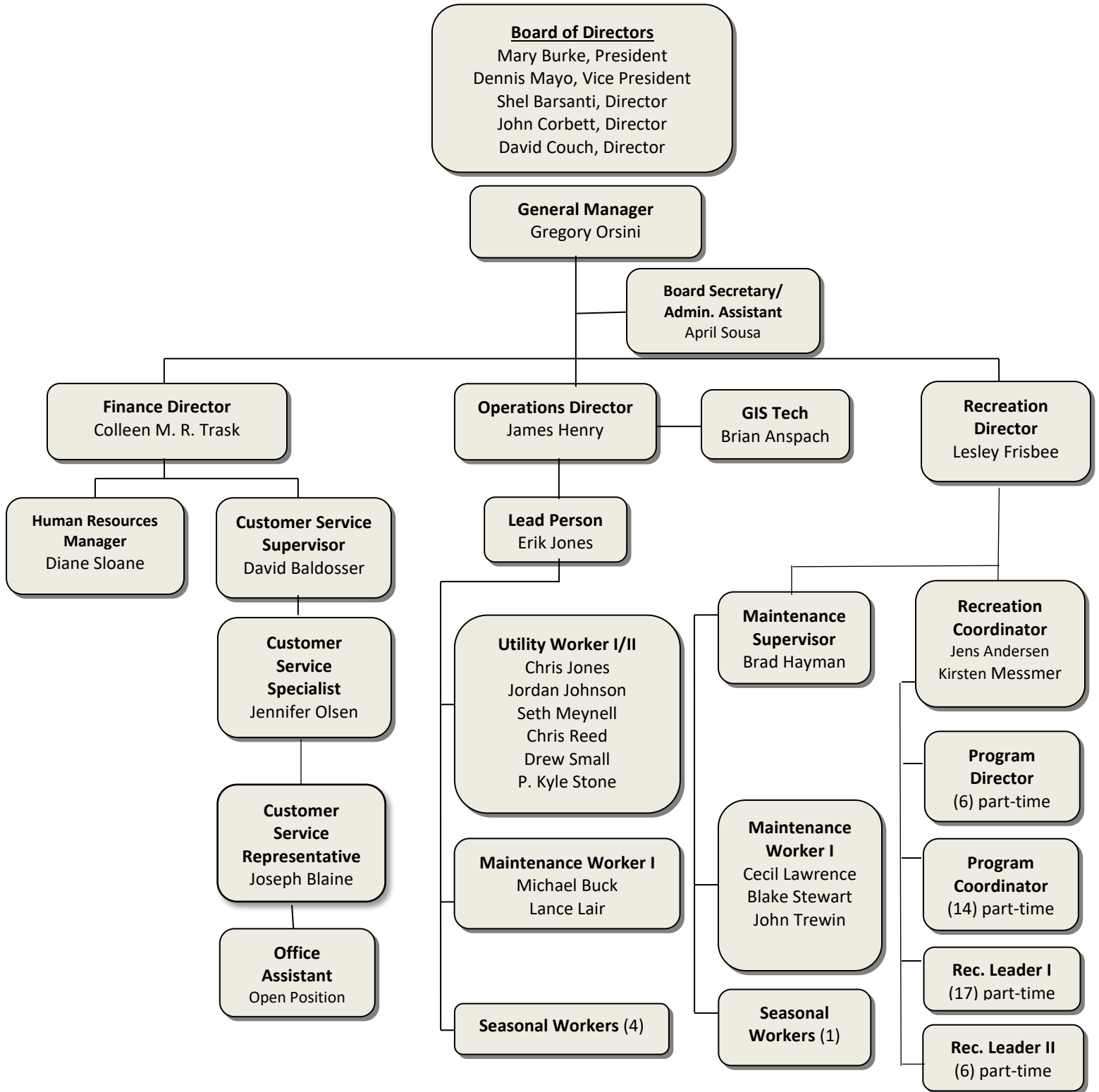
Provide McKinleyville with safe and reliable water, wastewater, lighting, open space, parks and recreation, and library services in an environmentally and fiscally responsible manner.

## **TACTICAL PLANNING MATRIX**

The District's Goals for any given year derive from the Board-reviewed Tactical Planning Matrix, which has a five-year planning horizon that is updated by the Board in January of each year. The updated Planning Matrix is incorporated into the approved Budget by reference (at the pleasure of the Board) upon annual approval of the budget. The Plan Elements are summarized below and the complete Matrix, listed by Element, is included as Appendix B:

- 1.0 WATER
- 2.0 WASTEWATER
- 3.0 STREETLIGHTS
- 4.0 PARKS & RECREATION
- 5.0 PARTNERSHIPS
- 6.0 PERSONNEL / ORGANIZATION
- 7.0 ADMINISTRATIVE MANAGEMENT
- 8.0 FINANCE

**McKinleyville Community Services District**  
Organization Chart: Fiscal Year 2020-21  
 Revised May, 2020





**McKINLEYVILLE COMMUNITY SERVICES DISTRICT**  
**Full Time Equivalents**  
**For the Fiscal Year ending June 30, 2020**

	<b>Full-Time Benefitted</b>	<b>Part-Time &amp; Seasonal</b>	<b>Total FTEs</b>
<b>General Manager</b>	<b>1</b>	<b>0</b>	<b>1</b>
<b>Support Services</b>	<b>6</b>	<b>0</b>	<b>6</b>
<b>Operations</b>	<b>11</b>	<b>4</b>	<b>13</b>
<b>Parks &amp; Recreation</b>	<b>8</b>	<b>50</b>	<b>14</b>
<b>Total</b>	<b>26</b>	<b>49</b>	<b>34</b>

**McKinleyville Community Services District**  
**Exhibits of Financial Information**  
**Budget for the year ending June 30, 2021**

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**McKinleyville Community Services District**  
**Budget Summary: Net Position - All Funds**  
**FY2020-21**

Exhibit 1

Net Position may serve over time as a useful indicator of a government's financial position. In the case of the District, total assets and deferred outflows of resources are projected in the budget to exceed liabilities and deferred inflows of resources by \$27,808,166 as of June 30, 2021.

The District's total net position is made up of three components: (1) net investment in capital assets, (2) restricted net position, and (3) unrestricted net position.

At the end of the Fiscal Year, June 30, 2021, the net position of the District is projected to remain nearly unchanged from the FY18-19 total of 27,919,237. A small decrease of approximately 0.04% or \$111,071 is projected for a total net position of \$27,808,166. This includes an decrease of approximately 4% for the current fiscal year and an offsetting increase of approximately 4% for the proposed budgeted year.

Total revenues are projected to increase at the end of the budget year by 23.7%, or \$2,295,751 for a total of \$11,989,590 from all revenue sources. This compares to an overall decrease projected for the current year of - 9.31% or \$995,712 for a total of \$9,693,839 in projected actual revenues for this fiscal year.

Total expenditures are projected to increase at the end of the budget year by 7.4% or \$577,059 for a total of \$8,329,981 for all expenditure types. This compares to an overall decrease projected for the current year of - 2.9% or (\$231,190) for a total of \$7,752,922 projected actual expenditures for this fiscal year.

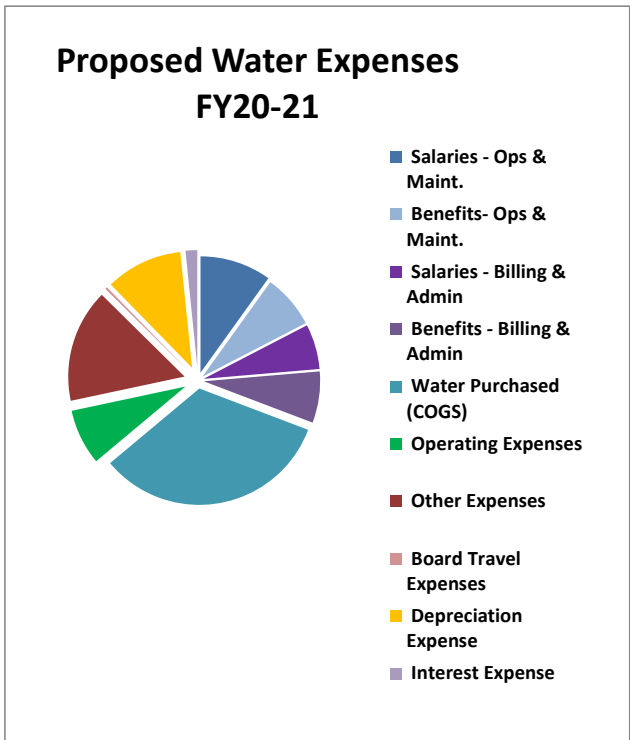
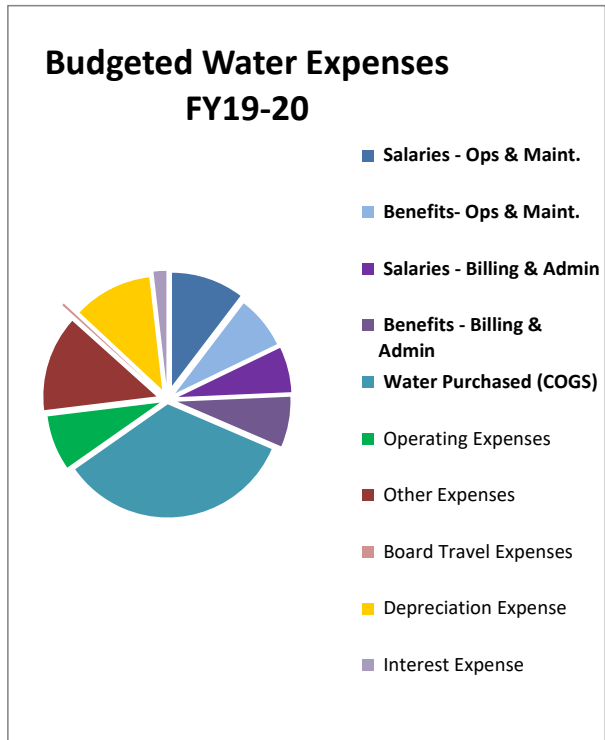
Even though the overall net position is not expected to change by a materially significant amount, the impact of the various State and local government orders related to the COVID19 pandemic are apparent in the decreases projected for the current fiscal year followed by modest increases for the budgeted year. Aside from that, the total projected revenue loss of the current fiscal year is also in small part due to the loss of expected capital projects grant income for the Parks/General Fund. Likewise, the total revenue budget for FY20-21 is increased by the expected receipt of capital projects grant income for both the Water and Wastewater Funds. The net projected decrease in expenditures for the current fiscal year includes the removal of the grant-dependent capital projects for the Parks/General Fund as well as the reduction in part-time Parks staff due to the COVID19 orders. The net budgeted increase in expenditures for FY20-21 is smaller than the expected increase in revenues from all sources, even allowing for the capital projects grant income.

**McKinleyville Community Services District**  
**Summary DRAFT Budgets - All Funds**  
**FY 2020-21**

Description	Water Fund	Wastewater Fund	Streetlights Fund	Gen'l/Parks Fund	Measure B Fund	Total (Memorandum Only)
<b>Revenues</b>						
Water Sales	3,917,744					3,917,744
Sewer Service Charges		4,004,460				4,004,460
Capacity Fees	100,000	100,000				200,000
Streetlight Charges			98,268			98,268
Program Fees	-			206,245		206,245
Facility Fees	-			37,015		37,015
Property Taxes	-			633,841		633,841
Measure B Assessment	-				221,132	221,132
Open Space Fees	-			115,315		115,315
Contributions & Other Program	-			1,300		1,300
Other Revenue	320,299	1,986,309	18,500	16,912		2,342,020
Contributed Construction	100,000	75,000		-		175,000
Proceeds from Long Term Debt (Gov't only)	-		-	-		-
Quimby Fees/Capital Proj. Grants	-			39,000		39,000
Interest Revenue	50,000	75,000	50	45,000	3,200	173,250
<b>Total Revenues</b>	<b>4,488,043</b>	<b>6,240,769</b>	<b>116,818</b>	<b>1,094,628</b>	<b>224,332</b>	<b>12,164,590</b>
<b>Expenditures</b>						
Salaries & Benefits - Operations & Maint.	590,676	639,198	2,832			1,232,706
Salaries & Benefits - Billing & Admin	454,804	433,238	45,120			933,162
Salaries & Benefits - Rec Programs	-			238,156		238,156
Salaries & Benefits- Parks Maintenance	-			212,718	70,409	283,127
Salaries & Benefits- Parks&Rec Admin	-			357,588		357,588
Water Purchased (COGS)	1,125,534					1,125,534
Water & Electrical Expense	-	164,000	17,300			181,300
Operating Expenses	262,900	292,250	-			555,150
Other Expenses	528,061	594,335	23,174			1,145,570
Other Expenditures - Rec Programs	-			15,850		15,850
Other Expenditures - Parks Maintenance	-			112,075	25,500	137,575
Other Expenditures - Parks&Rec Admin	-			113,022		113,022
Depreciation Expense	363,000	1,160,000				1,523,000
Board Travel Expense	10,000	6,000	400	1,100		17,500
CalPERS UAL - Gov't Funds only	-			-		-
Debt Service - Gov't Funds only	-		-		92,054	92,054
Interest Expense	55,126	247,163			35,398	337,687
Parks/Meas.B Capital Expenditures	-		2,000	39,000		41,000
<b>Total Expenditures</b>	<b>3,390,101</b>	<b>3,536,184</b>	<b>90,826</b>	<b>1,089,509</b>	<b>223,361</b>	<b>8,329,981</b>
<b>Excess (Deficit)</b>	<b>1,097,942</b>	<b>2,704,585</b>	<b>25,992</b>	<b>5,119</b>	<b>971</b>	<b>3,834,609</b>
<b>Fund Balance - July 1, 2019</b>						
	<b>8,974,118</b>	<b>18,260,731</b>	<b>19,231</b>	<b>1,245,711</b>	<b>(580,554)</b>	<b>27,919,237</b>
Projected Surplus (Deficit) FY2019-20	1,125,940	922,579	28,658	(22,221)	5,261	2,060,217
Debt Principal FY2019-20 (Enterprise only)	(162,868)	(500,344)				(663,212)
New Borrowing FY2019-20(Enterprise only)	-	1,508,500				1,508,500
Capital Expenditure FY2019-20(Enterprise)	(137,057)	(1,669,804)				(1,806,861)
<b>Projected Fund Balance June 30, 2020</b>	<b>9,800,133</b>	<b>18,521,661</b>	<b>47,889</b>	<b>1,223,490</b>	<b>(575,293)</b>	<b>29,017,881</b>
Budgeted Excess (Deficit) FY2020-21	1,097,942	2,704,585	25,992	5,119	971	3,834,609
Anticipated Borrowing FY2020-21(Enterprise)	-	-				-
Capital Project grant funding (contingent)	183,500	1,880,250				2,063,750
Debt Principal FY2020-21 (Enterprise only)	166,746	(588,819)				(422,073)
Capital Expenditure FY2020-21(Enterprise)	(1,832,500)	(4,853,500)				(6,686,000)
<b>Projected Fund Balance June 30, 2021</b>	<b>9,415,821</b>	<b>17,664,177</b>	<b>73,881</b>	<b>1,228,609</b>	<b>(574,322)</b>	<b>27,808,166</b>

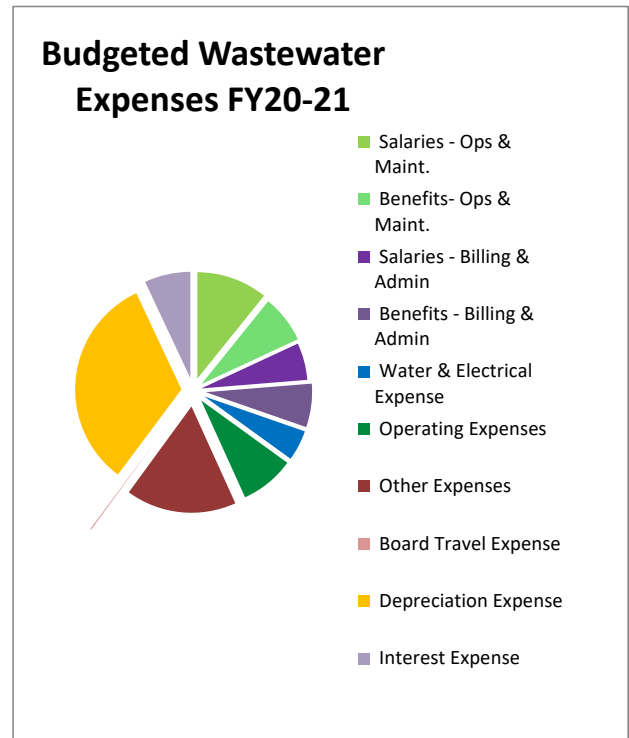
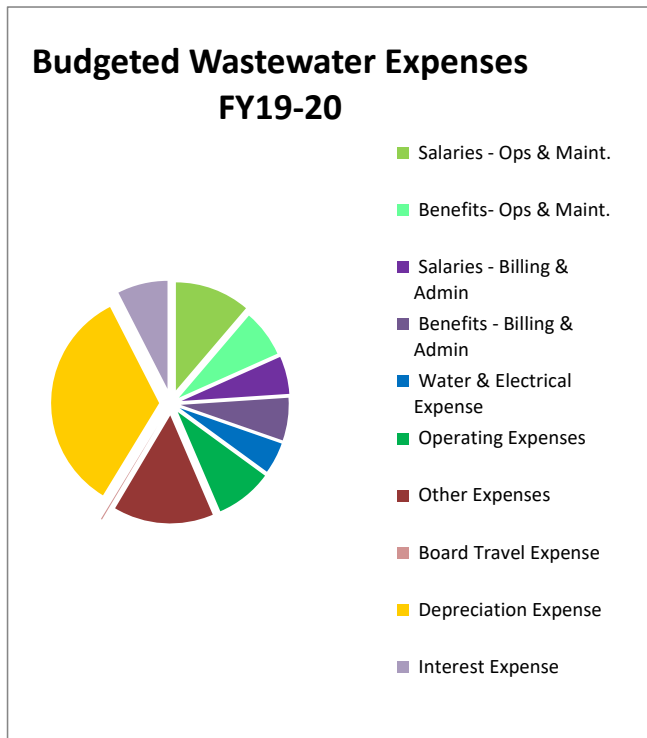
**McKinleyville Community Services District**  
**Enterprise Funds: Water DRAFT Operating Budget**  
**FY 2020-21**

Description	Water Fund Approved Budget FY19-20		Water Fund Proposed Budget FY20-21		Difference (Memorandum Only)	
<b>Water Revenues</b>						
Water Sales	3,650,743	90%	3,917,744	87%	267,001	7%
Capacity Fees	100,000	2%	100,000	2%	-	0%
Other Revenue	140,954	3%	320,299	7%	179,344	127%
Contributed Construction	100,000	2%	100,000	2%	-	0%
Interest Revenue	50,000	1.2%	50,000	1%	-	0%
<b>Total Revenues</b>	<b>4,041,697</b>	<b>100%</b>	<b>4,488,043</b>	<b>100%</b>	<b>446,345</b>	<b>11%</b>
<b>Water Expenses</b>						
Salaries - Ops & Maint.	334,996	10%	336,772	10%	1,777	0.5%
Benefits- Ops & Maint.	241,878	7%	253,904	7%	12,025	5.0%
Salaries - Billing & Admin	209,506	6%	212,484	6%	2,977	1.4%
Benefits - Billing & Admin	231,601	7%	242,320	7%	10,720	4.6%
Water Purchased (COGS)	1,093,102	34%	1,125,534	33%	32,432	3.0%
Operating Expenses	252,200	8%	262,900	8%	10,700	4.2%
Other Expenses	439,401	14%	534,561	16%	95,160	21.7%
Board Travel Expenses	10,000	0.3%	10,000	0%	-	0.0%
Depreciation Expense	363,000	11%	363,000	11%	-	0.0%
Interest Expense	59,030	2%	55,126	2%	(3,904)	-6.6%
<b>Total Expenses</b>	<b>3,234,714</b>	<b>100%</b>	<b>3,396,601</b>	<b>100%</b>	<b>161,887</b>	<b>5%</b>
<b>Excess (Deficit)</b>	<b>806,983</b>		<b>1,091,442</b>			



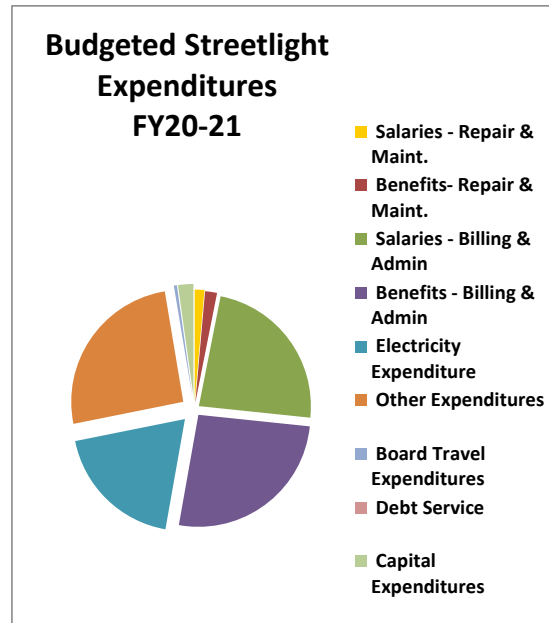
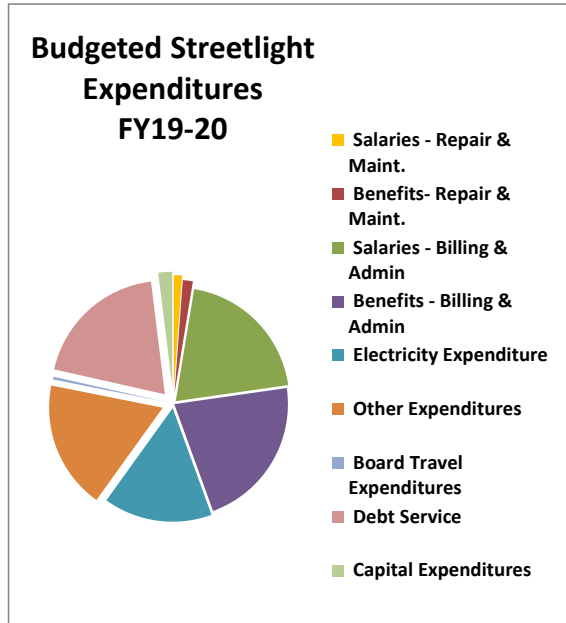
**McKinleyville Community Services District**  
**Enterprise Funds: Wastewater DRAFT Operating Budget**  
**FY 2020-21**

Description	Wastewater Fund Approved Budget FY19-20		Wastewater Fund Proposed Budget FY20-21		Difference (Memorandum Only)	
<b>Wastewater Revenues</b>						
Sewer Service Charges	3,835,860	90%	4,004,460	64%	168,600	4%
Capacity Fees	150,000	4%	100,000	2%	(50,000)	-33%
Other Revenue	94,814	2%	1,986,309	32%	1,891,494	1995%
Contributed Construction	100,000	2%	75,000	1%	(25,000)	-25%
Interest Revenue	75,000	2%	75,000	1%	-	0%
<b>Total Revenues</b>	<b>4,255,674</b>	<b>100%</b>	<b>6,240,769</b>	<b>100%</b>	<b>1,985,094</b>	<b>46.6%</b>
<b>Wastewater Expenses</b>						
Salaries - Ops & Maint.	382,756	11%	381,622	11%	(1,134)	0%
Benefits- Ops & Maint.	240,673	7%	257,576	7%	16,903	7%
Salaries - Billing & Admin	191,954	6%	199,340	6%	7,386	4%
Benefits - Billing & Admin	217,357	6%	233,898	7%	16,541	8%
Water & Electrical Expense	160,000	5%	164,000	5%	4,000	3%
Operating Expenses	290,250	9%	292,250	8%	2,000	1%
Other Expenses	509,885	15%	594,335	17%	84,450	17%
Board Travel Expense	6,000	0%	6,000	0%	-	0%
Depreciation Expense	1,150,000	34%	1,160,000	33%	10,000	1%
Interest Expense	255,938	8%	247,163	7%	(8,775)	-3%
<b>Total Expenditures</b>	<b>3,404,813</b>	<b>100%</b>	<b>3,536,184</b>	<b>100%</b>	<b>131,371</b>	<b>3.9%</b>
<b>Excess (Deficit)</b>	<b>850,862</b>		<b>2,704,585</b>			



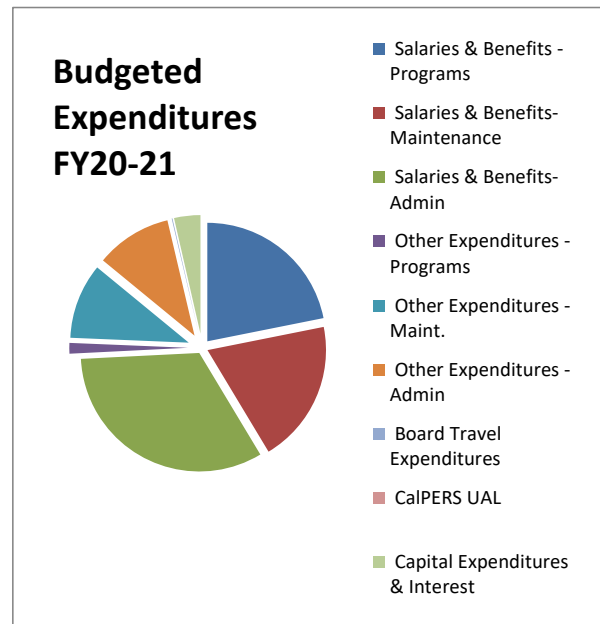
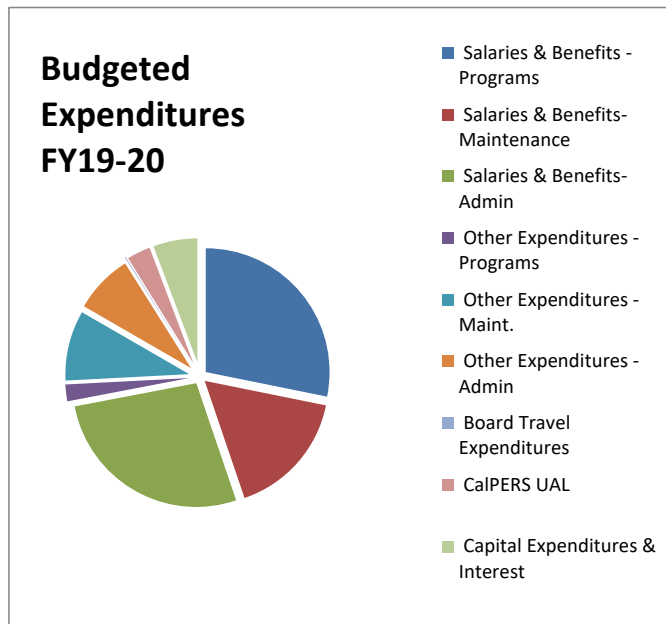
**McKinleyville Community Services District**  
**Streetlights Fund DRAFT Operating Budget**  
**FY 2020-21**

Description	Streetlights Fund Approved Budget FY19-20		Streetlights Fund Proposed Budget FY20-21		Difference (Memorandum Only)	
<b>Streetlight Revenues</b>						
Streetlight Charges	93,695	83%	98,268	84%	4,572	4.9%
Other Charges	18,500	16%	18,500	16%	-	0.0%
Proceeds from Debt	-	0%	-	0%	-	0.0%
Interest Revenue	75.00	0%	50	0%	(25)	0.0%
<b>Total Revenues</b>	<b>112,270</b>	<b>100%</b>	<b>116,818</b>	<b>100%</b>	<b>4,547</b>	<b>4%</b>
<b>Streetlight Expenditures</b>						
Salaries - Repair & Maint.	1,178	1%	1,262	1%	84	7.1%
Benefits- Repair & Maint.	1,463	1%	1,570	2%	107	7.3%
Salaries - Billing & Admin	20,507	20%	21,373	24%	865	4.2%
Benefits - Billing & Admin	22,127	22%	23,747	26%	1,620	7.3%
Electricity Expenditure	15,750	15%	17,300	19%	1,550	9.8%
Other Expenditures	18,554	18%	23,174	26%	4,620	24.9%
Board Travel Expenditures	400	0%	400	0%	-	0.0%
Debt Service	19,865	20%	-	0%	(19,865)	-100.0%
Capital Expenditures	2,000	2%	2,000	2%	-	0.0%
<b>Total Expenditures</b>	<b>101,844</b>	<b>100%</b>	<b>90,825</b>	<b>100%</b>	<b>(11,018)</b>	<b>-11%</b>
<b>Excess (Deficit)</b>	<b>10,427</b>		<b>25,992</b>			



**McKinleyville Community Services District**  
**Parks/General Fund DRAFT Operating Budget**  
**FY 2020-21**

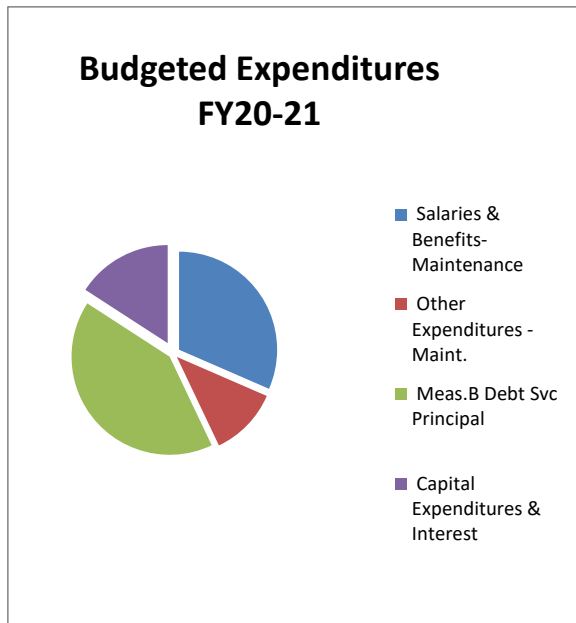
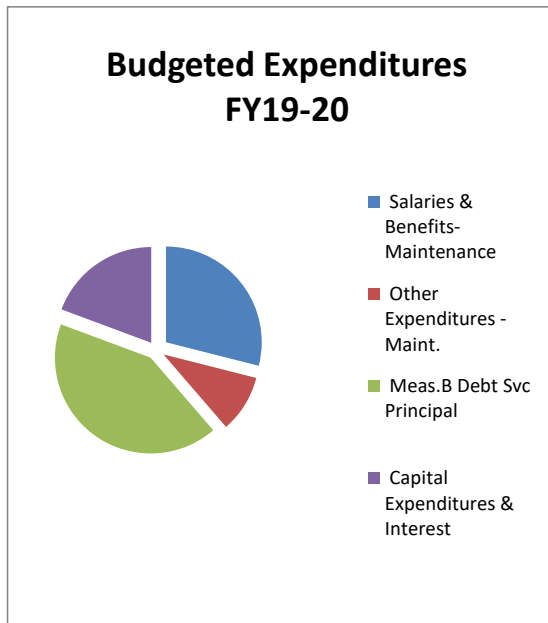
Description	Parks/General Fund Approved Budget FY2019-20		Parks/General Fund Proposed Budget FY2020-21		Difference (Memorandum Only)	
<b>Revenues</b>						
Program Fees	368,779	28%	206,245	19%	(162,534)	-9.0%
Facility Fees	87,375	7%	37,015	3%	(50,360)	-3.2%
Property Taxes	631,898	48%	633,841	58%	1,944	10.1%
Open Space Fees	112,162	8%	115,315	11%	3,153	2.1%
Contributions & Other Program	1,000	0%	1,300	0.1%	300	0.0%
Other Revenue	17,682	1%	16,912	2%	(770)	0.2%
Quimby Fees/ Grants/Loans	77,000	6%	39,000	4%	(38,000)	-2.3%
Interest Revenue	27,000	2.0%	45,000	4.1%	18,000	2.1%
<b>Total Revenues</b>	<b>1,322,896</b>	<b>100%</b>	<b>1,094,628</b>	<b>100%</b>	<b>(228,267)</b>	<b>-20.9%</b>
<b>Expenditures</b>						
Salaries & Benefits - Programs	366,551	28%	238,156	22%	(128,395)	-6.3%
Salaries & Benefits- Maintenance	215,857	17%	212,718	20%	(3,139)	2.9%
Salaries & Benefits- Admin	353,909	27%	357,588	33%	3,679	5.6%
Other Expenditures - Programs	28,406	2%	15,850	1%	(12,556)	-0.7%
Other Expenditures - Maint.	119,190	9%	112,075	10.3%	(7,115)	1.1%
Other Expenditures - Admin	100,421	8%	113,022	10.4%	12,601	2.7%
Board Travel Expenditures	1,300	0.1%	1,100	0.1%	(200)	0.0%
CalPERS UAL	40,000	3%	-	0.0%	(40,000)	-3.1%
Capital Expenditures & Interest	75,000	6%	39,000	4%	(36,000)	-2.2%
<b>Total Expenditures</b>	<b>1,300,634</b>	<b>100%</b>	<b>1,089,509</b>	<b>100%</b>	<b>(211,125)</b>	<b>-19.4%</b>
<b>Excess (Deficit)</b>	<b>22,262</b>		<b>5,120</b>			





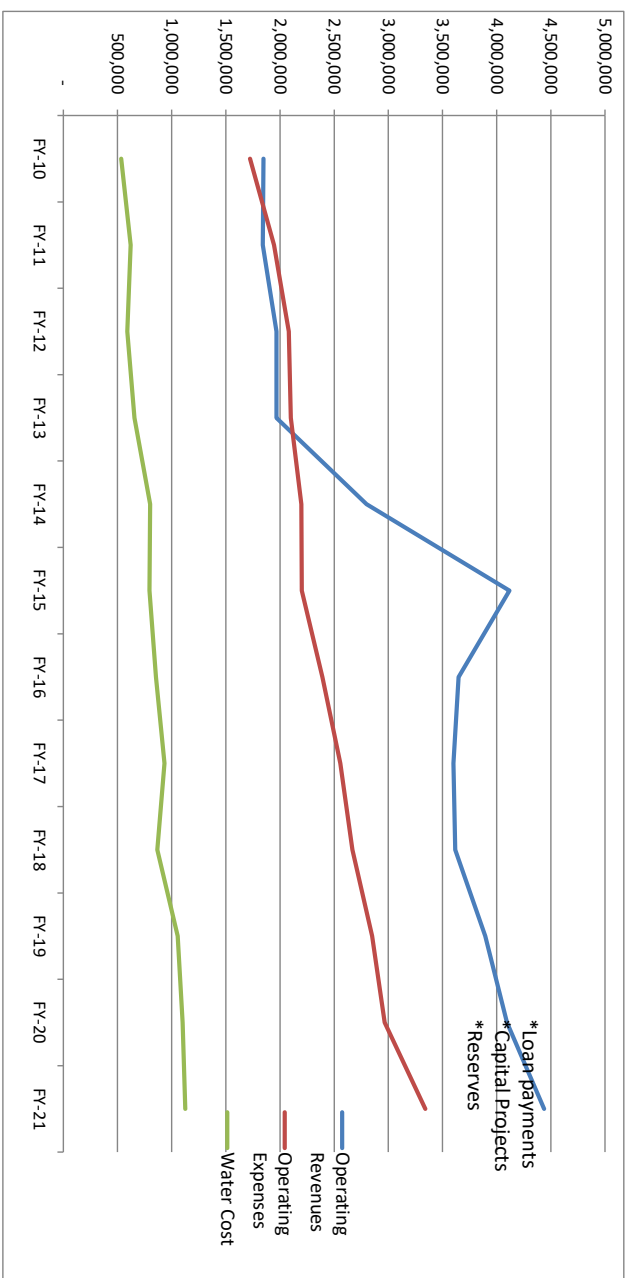
**McKinleyville Community Services District**  
**Measure B Fund DRAFT Operating Budget**  
**FY 2020-21**

Description	Measure B Fund Approved Budget FY19-20		Measure B Fund Proposed Budget FY20-21		Difference (Memorandum Only)	
<b>Revenues</b>						
Measure B Assessment	212,512	100%	221,132	99%	8,620	-1%
Grants/Contributions	-	0%	-	-	-	0%
Other Revenue	-	0%	-	0%	-	0%
Proceeds from Debt	-	-	-	0%	-	0%
Quimby Fees/ ReservesDraw	-	0%	-	0%	-	0%
Interest Revenue	-	0.0%	3,200	0.01	3,200	1%
<b>Total Revenues</b>	<b>212,512</b>	<b>100%</b>	<b>224,332</b>	<b>100%</b>	<b>11,820</b>	<b>5%</b>
<b>Expenditures</b>						
Salaries & Benefits- Maintenance	61,424	29%	70,409	32%	8,985	3%
Other Expenditures - Maint.	20,600	10%	25,500	11.4%	4,900	2%
Meas.B Debt Svc Principal	89,100	42%	92,054	41.2%	2,954	-1%
Capital Expenditures & Interest	41,000	19%	35,398	16%	(5,602)	-3%
<b>Total Expenditures</b>	<b>212,124</b>	<b>100%</b>	<b>223,361</b>	<b>100%</b>	<b>11,237</b>	<b>5%</b>
<b>Excess (Deficit)</b>	<b>388</b>		<b>971</b>		<b>583</b>	



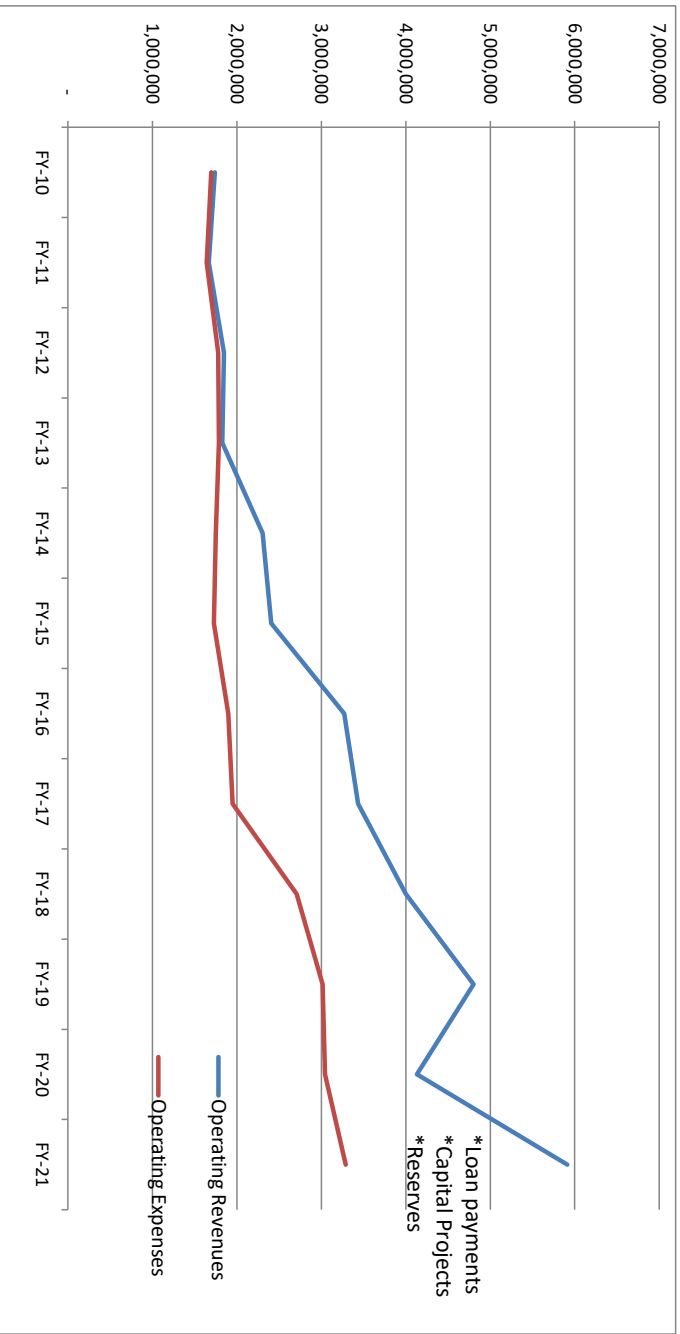
**Mckinleyville Community Services District**  
**Water Enterprise Fund**  
 Historical Analysis  
 Fiscal Years Ended (Ending) June 30, 2010-2021

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
<b>Operating Revenues</b>												
Water Sales	1,566,024	1,559,779	1,545,469	1,665,273	2,237,088	2,855,251	2,971,172	3,307,872	3,201,667	3,333,250	3,697,006	3,917,744
Other Water Revenues	280,648	281,235	422,166	302,600	561,962	1,263,244	677,733	293,149	416,418	560,739	397,166	520,299
<b>Total Operating Revenues</b>	<b>1,846,672</b>	<b>1,841,014</b>	<b>1,967,635</b>	<b>1,967,873</b>	<b>2,799,019</b>	<b>4,118,496</b>	<b>3,648,905</b>	<b>3,601,020</b>	<b>3,618,085</b>	<b>3,893,989</b>	<b>4,094,172</b>	<b>4,438,043</b>
<b>Operating Expenses</b>												
Salaries & Benefits	729,285	737,395	724,139	776,264	766,832	820,713	901,568	961,086	873,905	793,755	847,701	1,037,979
Water Cost	533,961	620,952	589,650	657,440	801,270	795,098	855,642	933,907	867,122	1,056,472	1,100,201	1,125,534
Other Expenses	235,842	322,277	477,803	363,133	325,537	258,732	290,102	314,758	562,998	610,340	655,253	814,961
Depreciation	224,099	264,365	288,634	302,545	303,585	325,895	344,400	346,630	363,985	389,295	363,000	363,000
<b>Total Operating Expenses</b>	<b>1,723,187</b>	<b>1,944,989</b>	<b>2,080,227</b>	<b>2,039,382</b>	<b>2,197,224</b>	<b>2,200,438</b>	<b>2,391,712</b>	<b>2,556,381</b>	<b>2,668,010</b>	<b>2,849,862</b>	<b>2,966,156</b>	<b>3,341,475</b>
<b>Net Operating Income (Loss)</b>	<b>123,485</b>	<b>(103,975)</b>	<b>(112,592)</b>	<b>(131,509)</b>	<b>601,796</b>	<b>1,918,057</b>	<b>1,257,193</b>	<b>1,044,639</b>	<b>950,075</b>	<b>1,044,127</b>	<b>1,128,016</b>	<b>1,096,568</b>
Interest Income	39,897	19,437	17,492	10,565	11,079	15,510	19,797	31,579	41,491	79,233	57,183	50,000
Interest Expense	(54,701)	(53,948)	(82,524)	(86,060)	(81,588)	(75,483)	(72,104)	(68,446)	(64,890)	(61,108)	(59,260)	(55,126)
<b>Net Income (Loss)</b>	<b>108,681</b>	<b>(138,487)</b>	<b>(177,624)</b>	<b>(207,005)</b>	<b>531,286</b>	<b>1,858,084</b>	<b>1,204,887</b>	<b>1,007,773</b>	<b>926,676</b>	<b>1,062,252</b>	<b>1,125,940</b>	<b>1,091,442</b>



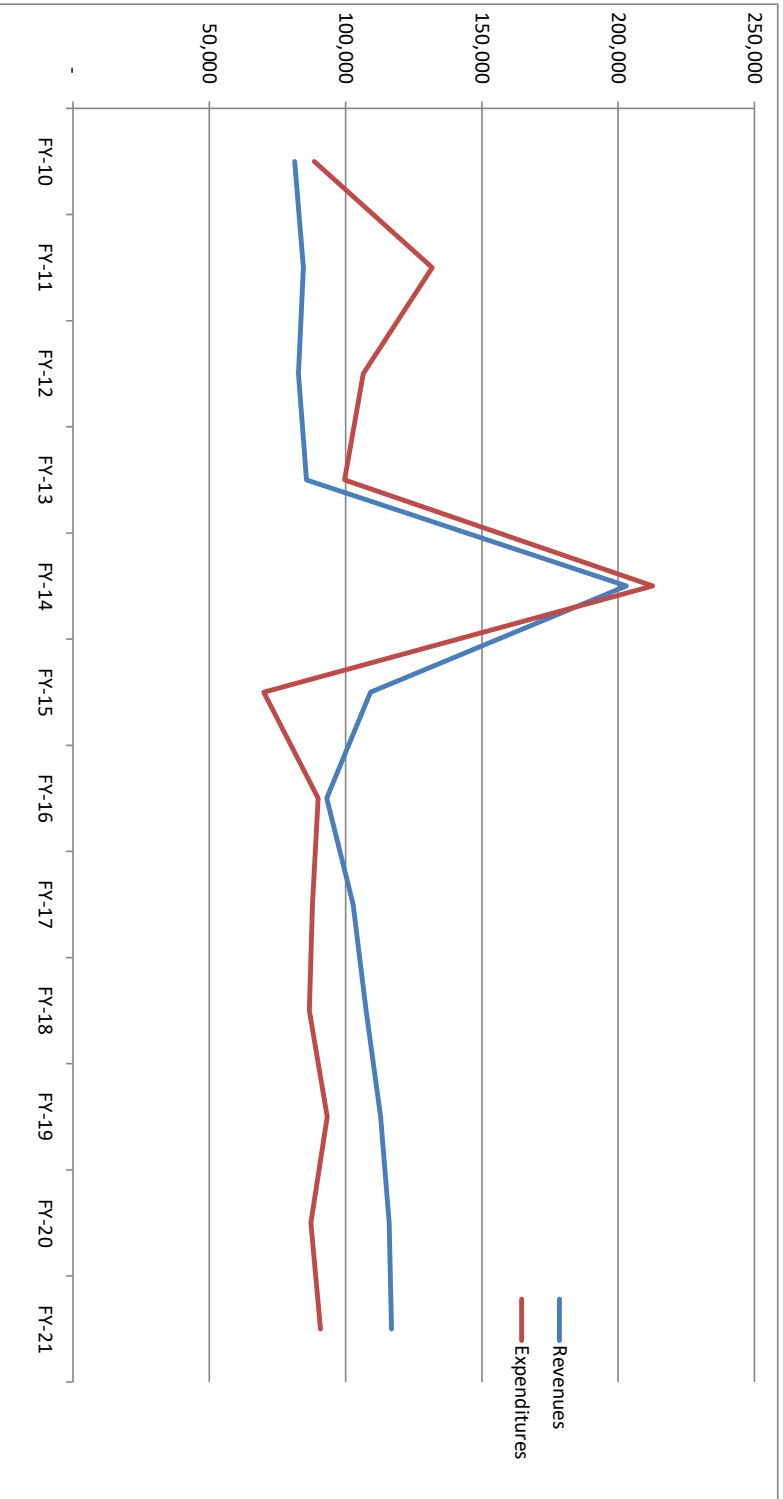
**McKinleyville Community Services District**  
**Wastewater Enterprise Fund**  
**Historical Analysis**  
**Fiscal Years Ended (Ending) June 30, 2010-2021**

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
<b>Operating Revenues</b>												
Wastewater Service Charges	1,404,897	1,424,263	1,401,100	1,502,097	1,768,170	2,062,271	2,519,832	3,062,739	3,333,752	3,705,348	3,699,640	4,004,460
Other Wastewater Revenues	336,252	243,841	445,849	326,569	536,218	345,588	750,463	373,867	667,985	1,095,942	431,187	1,907,309
<b>Total Operating Revenues</b>	<b>1,741,149</b>	<b>1,668,104</b>	<b>1,846,949</b>	<b>1,828,665</b>	<b>2,304,387</b>	<b>2,407,859</b>	<b>3,270,295</b>	<b>3,436,606</b>	<b>4,001,736</b>	<b>4,801,290</b>	<b>4,130,826</b>	<b>5,911,769</b>
<b>Operating Expenses</b>												
Salaries & Benefits	755,611	748,348	764,920	798,884	843,382	865,751	966,967	990,442	1,040,516	991,199	1,070,913	1,097,100
Other Expenses	529,281	447,098	555,245	527,474	446,363	394,667	467,984	505,812	838,285	822,444	823,045	1,031,921
Depreciation	412,230	448,174	460,549	462,065	462,621	469,397	464,200	453,677	829,508	1,201,128	1,150,000	1,160,000
<b>Total Operating Expenses</b>	<b>1,697,122</b>	<b>1,643,620</b>	<b>1,780,714</b>	<b>1,788,423</b>	<b>1,752,365</b>	<b>1,729,815</b>	<b>1,899,151</b>	<b>1,949,931</b>	<b>2,708,309</b>	<b>3,014,771</b>	<b>3,043,958</b>	<b>3,289,021</b>
<b>Net Operating Income (Loss)</b>	<b>44,027</b>	<b>24,484</b>	<b>66,235</b>	<b>40,243</b>	<b>552,022</b>	<b>678,044</b>	<b>1,371,144</b>	<b>1,486,676</b>	<b>1,293,428</b>	<b>1,786,519</b>	<b>1,086,868</b>	<b>2,622,748</b>
Interest Income	46,165	27,485	28,519	20,701	18,989	20,496	21,382	30,154	48,208	120,116	91,649	75,000
Interest Expense	-	(64,670)	(50,190)	(37,857)	(37,521)	(31,558)	(27,900)	(23,803)	(198,112)	(225,072)	(255,938)	(247,163)
<b>Net Income (Loss)</b>	<b>90,192</b>	<b>(12,701)</b>	<b>44,564</b>	<b>23,087</b>	<b>533,489</b>	<b>666,982</b>	<b>1,364,626</b>	<b>1,493,026</b>	<b>1,143,524</b>	<b>1,681,562</b>	<b>922,578</b>	<b>2,450,585</b>



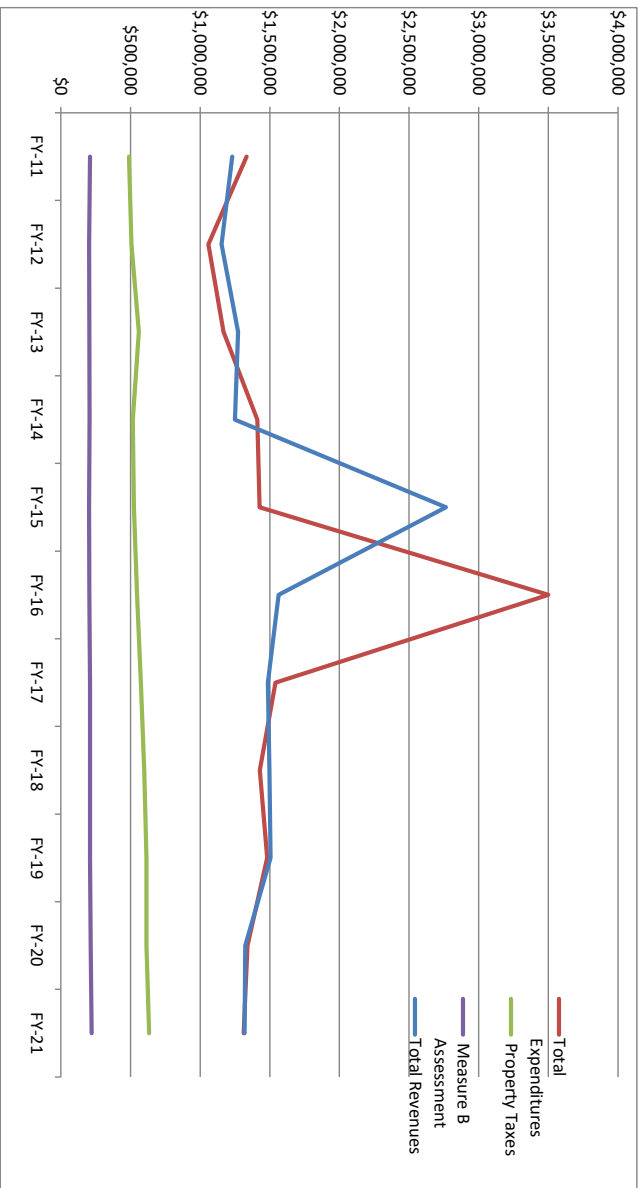
**McKinleyville Community Services District**  
**Streetlight Fund**  
**Historical Analysis**  
**Fiscal Years Ended (Ending) June 30, 2010-2021**

	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual Est	2021 Budget
<b>Revenues</b>	<b>81,317</b>	<b>84,510</b>	<b>82,665</b>	<b>85,658</b>	<b>203,009</b>	<b>109,123</b>	<b>93,109</b>	<b>102,744</b>	<b>107,557</b>	<b>112,870</b>	<b>115,964</b>	<b>116,818</b>
<b>Expenditures</b>												
Salaries & Benefits	29,290	39,195	32,501	35,260	45,591	35,942	40,767	37,296	36,852	38,155	41,179	47,951
Other Expenditures	38,663	67,679	53,501	47,119	43,141	31,804	29,261	30,719	30,022	35,272	36,265	40,874
Debt Service	17,305	23,056	-	-	-	-	19,865	19,865	19,865	19,865	19,865	-
Capital Expenditures	3,271	1,857	20,520	17,250	123,950	2,229	-	-	-	-	-	2,000
<b>Total Expenditures</b>	<b>88,529</b>	<b>131,786</b>	<b>106,523</b>	<b>99,629</b>	<b>212,681</b>	<b>69,975</b>	<b>89,893</b>	<b>87,880</b>	<b>86,739</b>	<b>93,293</b>	<b>87,306</b>	<b>90,825</b>
<b>Excess (Deficit)</b>	<b>(7,212)</b>	<b>(47,276)</b>	<b>(23,858)</b>	<b>(13,971)</b>	<b>(9,672)</b>	<b>39,148</b>	<b>3,216</b>	<b>14,864</b>	<b>20,817</b>	<b>19,578</b>	<b>28,658</b>	<b>25,992</b>



**McKinleyville Community Services District**  
**Parks & Recreation, Measure B Assessment, & General Fund**  
 Historical Analysis  
 Fiscal Years Ended (Ending) June 30, 2010-2021

Fiscal Year Ended (Ending) June 30,		2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual Est.	Budget
<b>Combined Revenues</b>													
Programs	265,596	263,409	262,680	309,625	324,140	320,470	360,399	384,959	374,327	285,629	193,511	188,670	
Rentals	56,953	60,974	57,321	58,779	66,980	67,407	85,536	89,029	96,868	87,948	67,235	37,015	
Property Taxes	460,625	489,313	506,315	560,445	516,221	523,970	547,214	574,220	598,430	615,380	615,380	633,841	
Measure B Assessment	201,114	209,068	203,432	205,420	206,270	202,749	204,177	208,775	209,573	210,254	214,598	221,132	
State Bonds & Grants	-	12,000	-	-	10,000	25,000	48,876	-	-	-	7,215	10,128	10,000
Other Revenue	98,611	189,883	120,948	134,120	120,119	1,612,221	296,868	212,637	198,827	244,785	188,184	180,102	
Interest Revenue	18,992	5,889	3,047	3,216	6,755	12,773	19,661	16,287	18,799	53,839	34,309	48,200	
<b>Total Revenues</b>	<b>1,101,891</b>	<b>1,230,536</b>	<b>1,153,743</b>	<b>1,271,604</b>	<b>1,250,484</b>	<b>2,764,590</b>	<b>1,562,731</b>	<b>1,485,907</b>	<b>1,496,824</b>	<b>1,505,049</b>	<b>1,323,345</b>	<b>1,318,960</b>	
<b>Combined Expenditures</b>													
Salaries & Benefits	612,125	738,710	764,022	786,004	846,593	909,802	859,611	920,016	975,993	1,017,783	930,440	862,324	
Other Expenditures	180,202	311,230	273,307	309,326	386,777	348,872	2,401,700	458,267	323,053	308,048	322,507	319,491	
Debt Service	191,609	255,320	-	-	-	36,228	79,968	82,831	84,288	85,798	87,308	92,054	
Capital Expenditures	186,355	27,559	21,902	73,024	177,463	132,323	158,519	80,568	45,473	69,128	50	39,000	
<b>Total Expenditures</b>	<b>1,170,291</b>	<b>1,332,819</b>	<b>1,059,231</b>	<b>1,168,355</b>	<b>1,410,834</b>	<b>1,427,225</b>	<b>3,499,798</b>	<b>1,541,682</b>	<b>1,428,807</b>	<b>1,480,757</b>	<b>1,340,305</b>	<b>1,312,870</b>	
<b>Combined Excess (Deficit)</b>	<b>(68,400)</b>	<b>(102,283)</b>	<b>94,513</b>	<b>103,249</b>	<b>(160,349)</b>	<b>1,337,365</b>	<b>(1,937,067)</b>	<b>(55,775)</b>	<b>68,017</b>	<b>24,292</b>	<b>(16,960)</b>	<b>6,091</b>	



**McKinleyville Community Services District**  
**Enterprise Funds DRAFT Capital Improvement Project Budget**  
**For the Fiscal Years Ending June 30, 2021 - 2030**

(All numbers in \$000s)

	1	2	3	4	5	6	7	8	9	10
	June 30, 2021	June 30, 2022	June 30, 2023	June 30, 2024	June 30, 2025	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030
<b>1. Heavy Equipment</b>										
Totals:	100	50	0	10	0	107	0	120	500	0
<b>2. Utility Vehicles</b>										
Totals:	38	38	38	68	38	60	38	60	57	57
<b>3. Water System</b>										
Totals:	1,722	6,807	1,007	1,257	1,024	1,007	1,007	1,032	1,052	1,360
<b>4. Sewer System</b>										
Totals:	4,458	5,358	1,392	2,779	1,262	274	1,328	352	7,824	452
<b>5. Office, Corporation Yard &amp; Shops</b>										
Totals:	25	3,400	0	10	0	10	0	14	0	10
<b>6. Computers, Software &amp; Equipment</b>										
Totals:	18	6	65	6	136	29	12	7	34	7
<b>7. Reclamation (Fischer &amp; Pialorsi Ranches)</b>										
Totals:	285	105	127	5	5	5	5	15	5	5
<b>8. Small Equipment &amp; Other</b>										
Totals:	40	15	15	15	20	35	42	20	15	20

**Total Planned Expenditures**

6,686	15,779	2,644	4,150	2,485	1,527	2,432	1,620	9,487	1,911
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**Departmental Allocations:**

Water Fund	1,833	8,562	1,066	1,312	1,121	1,128	1,053	1,143	1,105	1,407
Wastewater Fund	4,854	7,218	1,578	2,839	1,364	400	1,379	478	8,382	504
<b>Total</b>	<b>6,686</b>	<b>15,779</b>	<b>2,644</b>	<b>4,150</b>	<b>2,485</b>	<b>1,527</b>	<b>2,432</b>	<b>1,620</b>	<b>9,487</b>	<b>1,911</b>

**Exhibit 11-2**  
**McKinleyville Community Services District**  
**Streetlights Fund DRAFT Capital Improvement Project Budget**  
**For the Fiscal Years Ending June 30, 2021 - 2030**

	1	2	3	4	5	6	7	8	9	10
	June 30, 2021	June 30, 2022	June 30, 2023	June 30, 2024	June 30, 2025	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030
<b>1. Heavy Equipment</b>										
<b>Totals:</b>	0	0	0	0	83	0	0	0	0	0
<b>2. Poles and Lights</b>										
<b>Totals:</b>	2	40	7	0	0	0	0	0	0	0
<b>Total Planned Expenditures</b>	<b>2</b>	<b>40</b>	<b>7</b>	<b>0</b>	<b>83</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Exhibit 11-3

McKinleyville Community Services District

General Fund (Parks & Recreation) **DRAFT** Capital Improvement Project Budget

For the Fiscal Years Ending June 30, 2021 - 2030

(All numbers in \$000s)

	1	2	3	4	5	6	7	8	9	10
	June 30, 2021	June 30, 2022	June 30, 2023	June 30, 2024	June 30, 2025	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030
<b>1. Hiller Park &amp; Sports Complex Projects</b>										
Totals:	14	0	50	0	25	0	0	13	5	0
<b>2. Pierson Park Projects</b>										
Totals:	0	0	60	0	12	0	0	0	0	0
<b>3. Azalea Hall Projects</b>										
Totals:	0	24	111	25	66	6	11	6	21	31
<b>4. McKinleyville Activity Center Projects</b>										
Totals:	15	85	42	10	70	26	0	0	0	0
<b>5. Other Park Projects &amp; Equipment</b>										
Totals:	0	18	16	11	0	11	0	12	0	12
<b>6. Law Enforcement Facility Projects</b>										
Totals:	0	0	6	0	5	10	0	21	0	0
<b>7. McKinleyville Library Projects</b>										
Totals:	10	0	6	0	6	20	21	0	0	0



Exhibit 11-3

McKinleyville Community Services District

General Fund (Parks & Recreation) **DRAFT** Capital Improvement Project Budget

For the Fiscal Years Ending June 30, 2021 - 2030

(All numbers in \$000s)

	1	2	3	4	5	6	7	8	9	10
	June 30, 2021	June 30, 2022	June 30, 2023	June 30, 2024	June 30, 2025	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030
<b>8. Teen &amp; Community Center</b>										
Totals:	0	10	0	0	0	20	0	5	0	0
<b>9. Projects Contingent Upon Grant Funding</b>										
Totals:	0	0	0	0	0	0	10	0	0	0
<b>10. Projects Funded by Quimby &amp; Other Funds</b>										
Totals:	0	0	0	25	0	0	0	0	0	0
<b>Total Planned Capital Expenditures</b>	<b>39</b>	<b>137</b>	<b>291</b>	<b>71</b>	<b>184</b>	<b>93</b>	<b>42</b>	<b>57</b>	<b>26</b>	<b>43</b>

## APPENDIX A

### ***DRAFT Capital Improvement Plan Water, Sewer and Streetlights Funds Fiscal Year 2020-21***

Water and Sewer Fund capital asset purchases and projects depend largely on grants, loans, and the strategic use of District Reserves. The Board has made a commitment to not defer scheduled maintenance, repair, or replacement of current service delivery systems. This must be balanced against the Board's equal commitment to fiscal responsibility. Under the leadership of the General Manager, the Operations Director, and Finance Director, staff has taken steps to honor both of these commitments in the budget process by ensuring that the potential financing sources of each project are discussed at the time of project proposal and included with each project's detail notes.

### **CAPITAL IMPROVEMENT PROGRAM PROJECT DISCUSSION**

#### **Heavy Equipment and Utility Vehicles**

In 1998, the Board adopted a Fleet Replacement Plan to ensure that MCSD's fleet of heavy equipment and utility vehicles would be replaced in an approximately ten-year cycle. At present, the Water and Wastewater Funds plan to replace one light  $\frac{3}{4}$  ton utility truck, portable emergency generators, and an air compressor with various attachments. Funds have also been set aside for the replacement of the oldest of the District's backhoes, which has been serving the District since 1979.

#### **Water System**

The largest Water project for FY2020-21 is the start of the construction phase of the proposed 4.5 million gallon new storage tank. \$250,000 of that amount is for the purchase of the property where the tank will be located. The total cost is expected to be approximately \$5.4 million, of which all but \$1.8 million will be grant funded.

\$500,000 is budgeted for a recoating project scheduled this year. Each tank recoating cycle is approximately 20 to 30 years for preventative maintenance to avoid corrosion and maintain structural integrity. Other projects currently proposed for the Water Fund include funding for upgrading the Cochran generator (\$50,000); another \$50,000 for the Alternative Energy Master Plan (the \$100,000 total is split between Water & Wastewater Funds); \$7,000 for tree service at Norton; and \$20,000 to replace the seismic actuators for the Norton and Cochran Tanks. \$10,000 has also been included in the Water Fund for the testing and replacement of customer meters greater than three inches (3").

The fire hydrant system is still scheduled to be upgraded. The District will use this \$7,000 budget item to upgrade dry barrel hydrants in commercial areas to wet barrel hydrants.

The \$900,000 showing as budgeted for the Water Main Rehabilitation/ Replacement Project will not be directly spent. Rather, it is a set-aside to build up reserves for the replacement project.

## **APPENDIX A**

### **Wastewater System**

\$240,000 is still being set aside annually to pay for the next bio-solids project, which should occur on a five-to-seven year cycle. \$50,000 has been set aside to fund the new National Pollutant Discharge Elimination System (NPDES) permit studies that will be part of the new permit requirements. The \$900,000 showing as budgeted for the Wastewater Mainline Rehabilitation/ Replacement Project will not be directly spent. Rather, it is a set-aside to build up reserves for the replacement project.

\$4,000,000 total is showing as budgeted for the construction of all three replacement under-crossings. Of that, the District is responsible for funding \$1,000,000 with the rest being grant funded. The total has been split across the multiple fiscal years with the amount expected to be spent in each year shown in that year. \$538,000 has been earmarked for the upgrade of the Hiller lift station pumps. Half of that is a grant from the State Water Revolving Fund with the balance being a low-interest loan. The \$2,500,000 Micro-grid Solar Project being constructed at the Wastewater Management Facility will also be funded by the State Revolving Fund: half grant and half low-interest loan. \$70,000 has been earmarked for researching and Feasibility Study for alternative disinfection at the WWMF.

The remaining projects are for smaller dollar amounts. Chlorine Injector Controllers (\$10,000), another \$10,000 for the testing and replacement of customer meters greater than three inches (3"), \$50,000 for the Alternative Energy Master Plan, \$5,000 for an underground pipe locator and camera, \$12,000 for replacement of the recirculation valves at the treatment plant, and \$45,000 for Flow Totalizers. Funding for these listed projects will come from the grant funding or Reserves created by the Board for maintenance and replacement of capital infrastructure.

### **Office, Corporation Yard, Computers and Software**

\$25,000 has been budgeted for architectural design of the District's operations and administrative office, with renovations to be completed in the following years. \$15,000 has been budgeted for the upgrade and replacement of software, various computers, and other office equipment.

### **Reclamation (Fischer & Pialorsi Ranch)**

\$200,000 has been budgeted for two projects. One is to populate a portion of the ranch with trees for the Biofiltration (Tree Farm) project. The other is to develop the perc ponds that were closed during the Wastewater Management Facility renovation into habitat for rearing Coho salmon. Replacement and maintenance of underground valves and piping is scheduled, along with building and fencing improvements budgeted at \$50,000. \$30,000 has been earmarked for surveying the Pialorsi Ranch.

## **APPENDIX A**

### **Small Equipment and Other**

Evaluation and possible replacement of the GPS surveying equipment is scheduled in 2020-21 for \$20,000. Various types of emergency equipment comprise the rest of this line item.

### **Streetlights**

Regular pole replacement (\$2,000) is scheduled for fiscal year 2020-21. No further Capital Improvement Projects are planned for this fiscal year in the Streetlights Fund.

### **Note on Exhibit 11 – Water & Sewer Funds Capital Improvement Program**

The Water and Sewer Funds Capital Improvement Program's planned capital expenditures are shown in thousands: 10 = \$10,000. The planning horizon for the Program is 10 years. It should be noted that all estimated replacement costs are in current year dollars, as future inflation is unknown. Since the CIP is a dynamic plan that is updated annually, future costs will be regularly evaluated.

## APPENDIX A

### ***DRAFT Capital Improvement Plan Parks and General Fund Fiscal Year 2020-21***

General Fund capital asset purchases and projects are significantly dependent upon property tax revenues and assessments. The Measure B Maintenance Assessment District -- Renewal for Parks, Open Space, and Recreational Facilities was renewed in FY2012-13 for 20 years.

#### **CAPITAL IMPROVEMENT PROGRAM PROJECT DISCUSSION**

##### **Utility Vehicles and Equipment**

In 1998, the Board adopted a Fleet Replacement Plan to ensure that MCSD's aging fleet of service vehicles would be replaced in an approximately ten-year cycle. Where possible, the District has started to exchange some of the heavier utility vehicles with light compact trucks for savings in capital and operating costs. The light duty truck scheduled to be replaced in fiscal year 2018-19 will be replaced in fiscal year 2020-21.

##### **Facility Projects**

\$15,000 has been budgeted for replacement of the carpet in the lobby of the Activity Center with a commercial vinyl floating floor. \$14,000 has been budgeted for the re-sealing of the parking lot at Hiller Sports Complex. Quimby funds will support the completion of these projects. \$10,000 has been budgeted to replace the carpeting in the Library. Grant funding will be sought to complete the library carpet project.

##### **Parks and Trails Projects**

The District will continue to pursue additional grant funding for new projects, which may be included in the budget in future years, but are contingent upon successfully receiving grants. No specific dollars have yet been allocated for the proposed Community Forest. As more information becomes available for that project, more accurate projections for required funding will be possible.

##### **Small Equipment, Contingency and Other**

Nothing has been set aside in the upcoming fiscal year for unanticipated capital emergency equipment repair or replacement of greater than \$5,000. Smaller and less expensive (more than \$500 but less than \$5,000) new equipment and emergency replacement of existing equipment cannot generally be anticipated. These are considered expenditures, rather than capital assets, and are included in the repairs/maintenance/supplies line of the Parks & General Fund Operating Budget.

## APPENDIX A

### **Note on Exhibit 11 – Parks & General Fund Capital Improvement Plan**

The Parks and General Fund Capital Improvement Program's planned capital expenditures are shown in thousands: 10 = \$10,000. The planning horizon for the Program is 10 years. It should be noted that all estimated replacement costs are in current year dollars since future inflation is unknown. Since the CIP is a dynamic plan that is updated annually, future costs will be regularly evaluated.

Mckinleyville CSD Strategic Plan 2019-2022

Work Plan Section	PROJECT NAME	PROJECT MANAGER	CURR. FY CIP\$	CY 2020	CY 2021	CY 2022	CY 2023	CY 2024	CY 2025	EST. COMPLETION	TOTAL PROJECT % COMPLETE	STATUS/COMMENTS
<b>1.0 Water</b>												
1.1	Water Storage Tank Project	OD	\$ 5.4 Million	Grant funding acquired. Begin Phase 1 / procure property. Circulate RFQ for design and select most qualified and proceed w/ design	Phase 2 construction	Construction completed and tank in service.	11 month warranty inspection			2022	5%	Geotech complete and complete negotiations
1.2	Emergency Water Crossing	OD	n/a	Test SOP	Test SOP/ Pursue grant funding for North Bank River Crossing. Include CIP for next round of Rate and Capacity Fee Studies	Pursue grant funding for North Bank River Crossing				2019	99%	Waiting for Arcata to add comments
1.3	Emergency Water Supply	GM/OD	\$ 50,000.00	Groundwater Mgmt Plan & Test Walls	Groundwater Mgmt Plan & review potential source water locations	Design	Emergency Source implementation			2020	10%	
1.4	Water Main Rehab and Replacement	OD	\$ 100,000.00	Build up reserves and determine workforce increase or contract work. Phase 3A soil study	Build up reserves and determine workforce increase or contract work. Complete Phase 3	Build up reserves, develop areas of concern and schedule using soil survey plan	Build up reserves and determine workforce increase or contract work	Start rehab and replacement			20%	Reserves will be built up to replace water mains when needed
1.5	Meter Testing and Replacement	OD	\$ 200,000.00	Phase 3 - Testing of larger meters	Phase 3 - Testing of larger meters. Update CIP \$ amounts for Rate Study	Plan replacement schedule for 2025				2022	5%	Will be completed this FY
1.6	F/H upgrade and installation in commercial area	OD	\$ 7,000.00	Install fire hydrants where requested by the fire department and pursue grant funding to retrofit dry barrel hydrants with wet barrel	Install fire hydrants where requested by the fire department and pursue grant funding to retrofit dry barrel hydrants with wet barrel	Install fire hydrants where requested by the fire department and pursue grant funding to retrofit dry barrel hydrants with wet barrel				2019	40%	Cost share with Fire Department
1.7	Cochran Emergency Generator Replacement	OD	\$ 50,000.00		Design & implementation					2021	0%	
<b>2.0 Wastewater</b>												
2.1	WWMF Improvement Proj./Biosolids Maint./NPDES Update	GM/OD	\$ 200,000.00	Ammonia Study Workshop/ Sludge depths (Biosolids Mgmt Plan), Create Biosolids Mgmt Plan	Ammonai Study (Mussel Survey)/ Sludge depths (Biosolids Mgmt Plan), Implement Biosolids Mgmt Plan	Ammonia Study Final Report/ CTR Priority Pollutant Scan/ Report of Waste Discharge/ Sludge depths (Biosolids Mgmt Plan)				2019	5%	Upgrade completed. Implement biosolids management plan

Mckinleyville CSD Strategic Plan 2019-2022

Work Plan Section	PROJECT NAME	PROJECT MANAGER	CURR. FY CIP\$	CY 2020	CY 2021	CY 2022	CY 2023	CY 2024	CY 2025	EST. COMPLETION	TOTAL PROJECT % COMPLETE	STATUS/COMMENTS
2.2	Collection Sys Upgrades	OD	\$ 372,000.00	Grant funding acquired for three US 101 crossings/Design for Thiel crossing/	Install Thiel crossing/ Design Fischer and Letz crossing/ begin construction	Construction completed for all 3 crossings					20%	This will be scheduled and completed when build-out requires upgrade
2.3	Sewer Main Rehab and Replacement	OD	\$ 90,000.00	Build up reserves, Phase 3A soil study, develop areas of concern and schedule using soil survey plan	Build up reserves and determine workforce increase or contract work	Start rehab and replacement					20%	There is no completion date to this maintenance. I&I will be repaired when found and a plan for replacing pipe will be developed
2.4	Sewer Use Ordinance and Pre-Treatment Program	OD	n/a	Issue & administer grease trap permits/Conduct local limits study/Update Sewer Use Ordinance on local limits to reflect capabilities of new process	Issue & administer grease trap permits/Update Sewer Use Ordinance on local limits to reflect capabilities of new process/ 5 Year inspections due						Ongoing	88
2.5	Reclamation Site Expansion and Upgrade	OD	\$ 5,000.00	Expand reclamation area/explore purchasing more property and implement findings of bio-filtration pilot study	Expand reclamation area/Finalize purchase of more property and implement findings of bio-filtration pilot study	Finalize procurement of reclamation site	Design irrigation system	Install/Implement design		2021	20%	Pilot project placed in service
2.6	Percolation site decommissioning	GM/OD	n/a	Pursue grant funding for construction	Implementation					2020	30%	Fish & Wildlife and Coastal Conservancy Grant
2.7	Disinfection byproduct removal study and/ or ultraviolet disinfection study/ design and implementation	OD		Research alternatives for converting away from CL2 disinfection	Feasibility Study on Alternatives/Plan and budget for selected Alternative	Design and bid process	Construction and placed into service					



Mckinleyville CSD Strategic Plan 2019-2022

Work Plan Section	PROJECT NAME	PROJECT MANAGER	CURR. FY CIP\$	CY 2020	CY 2021	CY 2022	CY 2023	CY 2024	CY 2025	EST. COMPLETION	TOTAL PROJECT % COMPLETE	STATUS/COMMENTS
2.8	Hillier Lift Station Upgrade Project	OD	240,000	Acquired Grant funding/ Design, bid and construction completed.						2020	20%	
2.9	Microgrid Project at WWMF	OD	\$ 2.9 Million	Grant acquired/ Design, Bid and construction	Construction of micrigrid	completion of construction and placed into service				2022	20%	
<b>3.0 Streetlights</b>												
3.1	Maintenance Programs	OD	n/a		Photocell replacement on all streetlights/Solicit proposals for pole inspections	Pole Inspections						Poles will be inspected for rot every 10 years. Completed 6/11
<b>4.0 Parks &amp; Recreation</b>												
4.1	<b>Sustainability Strategy*</b>	GM/RD	\$ -	Implement Large Fundraising event; Add 2-3 revenue generating programs	Survey community for feasibility of increasing Meas. B	Implement process to re-assess Meas. B				2023	Ongoing	89
4.2	Hewitt Ranch Park	OD/RD	to be determined	Pursue access from Cochran Rd.	Funding options brought to Board & consider environmental planning contingent on tank property purchase	Funding options brought to Board & consider environmental planning	Planning for parking area/create plan for development					This project is dependent on access from Cochran Road and tank site development
4.3	Washington Ave. Property	GM/OD/RD	to be determined	Possible park development (depending on funding)	Possible park development (depending on funding)	Possible park development (depending on funding)						Invasives have been removed, staff continues to mow quarterly
4.4	<b>Community Forest *****</b>	GM	to be determined	Define amenities of Community Forest as desired by the community residents	Define amenities of Community Forest as desired by the community residents	Identify potential properties; Identify possible funding sources for acquisition	Identify Forest management strategies for identified properties			2024		Working with TPL for grant funding

Mckinleyville CSD Strategic Plan 2019-2022

Work Plan Section	PROJECT NAME	PROJECT MANAGER	CURR. FY CIP\$	CY 2020	CY 2021	CY 2022	CY 2023	CY 2024	CY 2025	EST. COMPLETION	TOTAL PROJECT % COMPLETE	STATUS/COMMENTS
4.5	Standards & Specs for OSNZ/Parks	GM/OD	n/a	Standards and Specifications being developed for all parks, facilities and open space maintenance zones	Standards and Specifications being developed for all parks, facilities and open space maintenance zones	Policy finalized and implemented				2020	25%	
4.6	Maintenance Standards/Checklist	OD	n/a	Determine necessity for checklist, SOP's & maintenance standards	Staff training					2020	50%	
4.7	Update Parks & Recreation Master Plan	RD	n/a	Conduct annual review	Conduct annual review	Complete Community Survey and initiate plan		Complete Plan		2019	100%	Begin next update process in 2022
<b>5.0 Partnerships</b>												
5.1	<b>Strategic Partnership Plan ****</b>			Meet with all 5 Hum. County Supervisors to facilitate regional cooperation; Meet with State Senator and Assembly Person to build/maintain political relationships	Create List of Current and Potential Partners; Create Rubric for determining whether or not partnership would be effective and beneficial; Ensure maintenance of regional and statewide political relationships	Outline the required steps and considerations for developing and implementing partnership agreements; Create a rubric of criteria for measuring the effectiveness of a partnership; Ensure maintenance of regional and statewide political relationships	Ensure maintenance of regional and statewide political relationships	Ensure maintenance of regional and statewide political relationships; Assess Partnership Plan rubrics for effectiveness	Ensure maintenance of regional and statewide political relationships	2023		
<b>6.0 Personnel/Organization</b>												
6.1	HR Compliance	GM/Dept. Heads	n/a	Create Policy for Biannual review of Supervisors Manual and Employee Handbook	Next scheduled reviews of Supervisors Manual & Employee Handbook	Next scheduled review Employee Handbook	Next scheduled reviews of Supervisors Manual & Employee Handbook				Ongoing	
6.2	<b>District Disaster Preparedness &amp; Public Education Campaign**</b>			Host 2 Public education workshops: Create Process for updating education materials; Conduct All Staff tabletop exercise	Host 1-2 Public education workshops; Conduct All Staff tabletop exercise	Continue Improving and implementing Public Education Strategies; Conduct All Staff tabletop exercise	Continue Improving and implementing Public Education Strategies; Conduct All Staff tabletop exercise	Continue Improving and implementing Public Education Strategies; Conduct All Staff tabletop exercise		2023		
<b>7.0 Administrative Management</b>												

Mckinleyville CSD Strategic Plan 2019-2022

Work Plan Section	PROJECT NAME	PROJECT MANAGER	CURR. FY CIP\$	CY 2020	CY 2021	CY 2022	CY 2023	CY 2024	CY 2025	EST. COMPLETION	TOTAL PROJECT % COMPLETE	STATUS/COMMENTS
7.1	District Policies & Procedures	GM & Board	n/a	Development of Benefit Escalation Policy								Refocus on Benefit Escalation Policy
7.2	Records Retention	Admin Assist	n/a	Review Legislation for Compliance								
7.3	Update MCSD Website	Admin Assist		Investigate options and migrate to new website	Complete implementation					2021		
7.4	Continue to build upon Public Information Program	GM/Admin Assist	n/a	Website, newsletter, PSA's, social networking, looking for intern	Website, newsletter, PSA's, social networking, looking for intern							
7.5	Explore Alternative Energy Options	GM & Board	\$100,000.00	Complete Climate Action Plan	Implement climate change action plan	Continue to explore opportunities for energy efficiency and reduce reliance on fossil fuel					Ongoing	Continue working towards energy independence
7.6	Determine number of building permits allocated by the county within the District AND know the impact accommodating allocated permits will have on District service capacity.***			Integrate County information into District's Hydraulic Flow Analysis; Determine annual date for providing county info to MCSD Board						2021		
7.7	Administrative Office Remodel	GM	350,000	Design	Construction of new office begins	completion of office remodel				2022	20%	

Mckinleyville CSD Strategic Plan 2019-2022

Work Plan Section	PROJECT NAME	PROJECT MANAGER	CURR. FY CIP\$	CY 2020	CY 2021	CY 2022	CY 2023	CY 2024	CY 2025	EST. COMPLETION	TOTAL PROJECT % COMPLETE	STATUS/COMMENTS
<b>8.0 Finance</b>												
8.1	Reserve Policy Implementation	GM/FD	n/a	Review & monitor	Review & monitor							Review and Update as required
8.2	Development of Financial Mgmt System	GM/FD	n/a	Begin implementation	Complete implementation					2020	3%	Enterprise Resource Planning (ERP)
8.3	Rate Studies	GM & Board	n/a		Capacity fee review and Prop 218						Ongoing	

## McKinleyville Community Services District Appropriations Limit Calculation Summary FY 20-21 Budget

Prior Year Final Appropriation Limit \$ 1,107,086

**Allowed Compounded Percentage Increase from Prior Year (1)**

Non-Residential Assessed Valuation Percent Change	0.145%	
MCSD Unincorporated County Population Percent Change	-0.600%	
Compounded Percentage as an Adjustment Factor	-0.456%	
Annual Adjustment Amount to Appropriation Limit		<u>(5,051)</u>

**Current Year Appropriation Limit 1,102,035**

**Current Year Adopted Budget Appropriations From Proceeds of Taxes (2)**

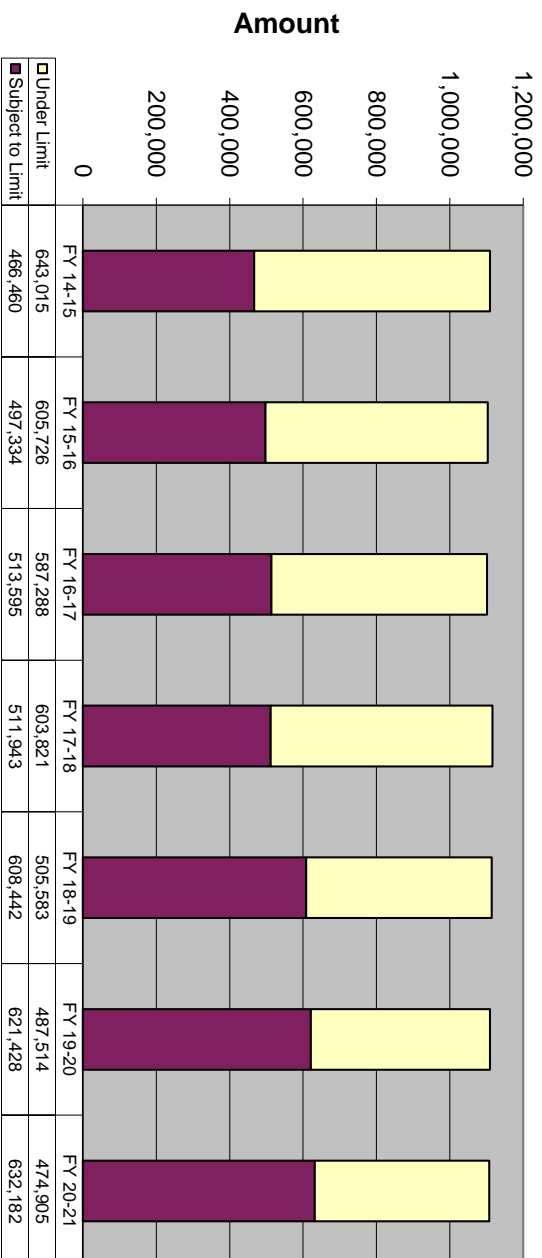
Proceeds of Taxes From Adopted Budget (3)	652,213
Less Allowable Exclusion of Certain Appropriations (3)	<u>(20,032)</u>

**Current Year Appropriations Subject to Appropriation Limit 632,182**

**Current Year Appropriations Under the Appropriation Limit (3) \$ (469,854)**

**Percentage Under the Limit -43%**

### McKinleyville Community Services District Appropriations Limit Summary



**Fiscal Years**

- (1) From State Department of Finance, as required by State Law
- (2) Proceeds of Taxes are certain revenues as defined by State Law and League of California Cities Article XIII B Appropriations Limit Uniform Guidelines - March 1991. See Worksheets for details.
- (3) Summary of worksheets for above calculations of Appropriations Limit and Appropriations Subject to Limit.

Summary of Appropriations From Proceeds of Taxes	From Non Proceeds of Taxes		From Proceeds of Taxes	Total Appropriations
General Fund	647,747	652,213	1,299,960	
Street Lighting Fund	116,818	-	116,818	
Water Fund	4,488,043	-	4,488,043	
Wastewater Fund	6,240,769	-	6,240,769	
<b>Total Proceeds and Non Proceeds of Taxes</b>	<b>11,493,377</b>	<b>652,213</b>	<b>12,145,590</b>	
<b>Summary of Exclusions</b>				
Court Order Costs	-	-	-	
Federal Mandates	20,032	-	20,032	
Qualified Capital Equipment	-	-	-	
Qualified Debt Service	-	-	-	
<b>Total Exclusions to Appropriations Subject to Limit</b>	<b>20,032</b>	<b>-</b>	<b>20,032</b>	

**McKinleyville Community Services District**  
**APPROPRIATIONS LIMIT CALCULATION**  
**FY 20-21 Budget**

**User Fees in Excess of Costs Analysis**  
**(Worksheet #1 of Guidelines)**

	Estimated User Fees Revenues & Expenditures	Allocation By Activity			
		Parks	Street Lighting	Water Operations	Wastewater Operations
<b>GENERAL FUND - Parks</b>					
Charges for Services	226,460	226,460			
Miscellaneous Fees & Reimbursements	16,612	16,612			
<b>Total General Fund</b>	<b>243,072</b>	<b>243,072</b>	-	-	-
<b>Street Lighting Fund</b>	116,818		116,818		
<b>Water Operations Fund</b>	4,488,043			4,488,043	
<b>Wastewater Operations Fund</b>	6,240,769				6,240,769
<b>Total Estimate of User Fees</b>	<b>11,088,702</b>	<b>243,072</b>	<b>116,818</b>	<b>4,488,043</b>	<b>6,240,769</b>
<b>Current Year Adopted Budget</b>					
Operations & Equipment	8,288,981	1,273,870	88,826	3,390,101	3,536,184
Allocations for Improvements	-				
<b>User Fees (Under) or in Excess of Costs</b>	<b>2,799,721</b>	<b>(1,030,798)</b>	<b>27,992</b>	<b>1,097,942</b>	<b>2,704,585</b>

**McKinleyville Community Services District**  
**APPROPRIATIONS LIMIT CALCULATION**  
**FY 20-21 Budget**

**Calculation of Proceeds of Taxes and Interest Allocation (Worksheets #2 & #3 of Guidelines)**

PROCEEDS AND NON-PROCEEDS OF TAXES REVENUE ANALYSIS	Revenue Estimates (1)	Use of Reserves or Fund Balances (2)	Net of Other Uses or Transfers To Other Funds	Net of Other Sources or Transfers From Other Funds	Total Appropriation of Funds (3)	Appropriations From	
						Non-Proceeds of Taxes	Proceeds of Taxes
<b>General Fund</b>							
Property Tax	633,841				633,841	-	633,841
Special Assessment	221,132				221,132	-	-
Charges for Services	226,460				226,460	-	-
Grants	28,400				28,400	-	-
Development Fees	125,315				125,315	-	-
Interest (4)	48,200				48,200	29,828	-
Miscellaneous Fees & Reimbursements	16,612				16,612	16,612	18,372
Other Financing Sources	-				-	-	-
<b>TOTAL GENERAL FUND REVENUES</b>	<b>1,299,960</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,299,960</b>	<b>647,747</b>	<b>652,213</b>
<b>Street Lighting Fund</b>	116,818	(25,992)			116,818		
<b>Water Fund</b>	4,488,043	(1,097,942)			4,488,043		
<b>Wastewater Fund</b>	6,240,769	(2,704,585)			6,240,769		
<b>Debt Service Fund</b>	-				-		
<b>Total All Funds</b>	<b>12,145,590</b>	<b>(3,828,519)</b>	<b>-</b>	<b>-</b>	<b>1,299,960</b>	<b>11,493,377</b>	<b>652,213</b>

- (1) See Worksheet 2.1 for Detail to all Funds
- (2) Use of reserves or fund balances are considered non-proceeds of taxes due to prior year appropriation of all fund balances to reserves. A (negative) amount reflects a budgetary increase to reserves or ending fund balance which will be reflected in the final budget appropriations.
- (3) Includes all appropriations from all funds to reconcile to adopted budget resolutions.
- (4) Interest is allocated between Proceeds and Non-Proceeds on a proportional basis.



**McKinleyville Community Services District  
Revenue Estimates Detail  
FY 20-21 Budget**

**Proceeds Detail (Worksheet 2.1  
of Guidelines)**

Fnd	Acct	Estimated Revenue (2)	Less Non- Proceeds of Taxes	Net Proceeds of Taxes	Comments
<b>General Fund - Parks</b>					
41050	ADMIN FEE	5,000	5,000		Reimbursement for Services
42020	PROC. FEES	1,600	1,600		User Fees for Services
42030	BAD CHECK FEES	40	40		Miscellaneous Fees and Reimbursements
43002	REFUNDS/REBATES	100	100		Miscellaneous Fees and Reimbursements
43195	OTHER OP. REV.	8,000	8,000		Miscellaneous Fees and Reimbursements
43197	LEASE REVENUE	2,172	2,172		Use of Property fees
44000	OPEN SPACE FEES	97,115	97,115		Development Fees
45000	OPEN SPACE FEES	18,200	18,200		Development Fees
47050	MSC PAYROLL REM	-	-		Miscellaneous Fees and Reimbursements
47999	EVENT RENTALS	12,850	12,850		User Fees for Services
48000	COMM. EVENTS	-	-		User Fees for Services
48001	VENDOR CONTRACT	22,250	22,250		User Fees for Services
48002	EVENT SERVICES	1,100	1,100		User Fees for Services
48010	INSURANCE FEES	515	515		User Fees for Services
48020	AD INCOME	300	300		User Fees for Services
48040	COMMISSIONS VND	-	-		User Fees for Services
48050	REC. PROGRAMS	188,670	188,670		User Fees for Services
48051	FRF DISCOUNT	(825)	(825)		User Fees for Services
48055	PROGRAM GRANTS	18,400	18,400		Related to Restricted Grants
48070	SALE OF SCRAP	-	-		Use of Property fees
50001	INT. REVENUE	48,200	29,828	18,372	Allocated
51001	SECURED TAXES	633,841		633,841	
51060	MEASURE B ASSMT	221,132	221,132		Special Assessment Restricted Specific Use
52000	OTHER INCOME	-	-		Miscellaneous Fees and Reimbursements
53001	CONTRIBUTIONS	1,300	1,300		Donations
53002	QUIMBY FEES	10,000	10,000		Development fees
54001	STATE GRANTS	10,000	10,000		Related to Restricted Grants
56000	GAIN ON DISPOSAL	-	-		Miscellaneous Fees and Reimbursements
<b>Total General Fund</b>		<b>1,299,960</b>	<b>647,747</b>	<b>652,213</b>	
<b>Street Lighting</b>					
41050	ADMIN FEE	15,000	15,000		
42020	PROC. FEES	3,500	3,500		
43195	OTHER OP. REV.	-	-		
47001	ST. LIGHT CHGS	91,818	91,818		
47001	ST. LIGHT CHGS	6,450	6,450		
50001	INT. REVENUE	50	50		
<b>Total Street Lighting</b>		<b>116,818</b>	<b>116,818</b>	<b>-</b>	User Fees for Services
<b>Water Fund</b>					
40000	WATER BASE CHG	1,654,150	1,654,150		
40001	MTR. WATER SALE	2,263,594	2,263,594		
41001	NEW SVC. FEES	26,000	26,000		
41002	INSTALLATION FEES	-	-		
41020	PL. CK. FEE DEP	1,000	1,000		
42001	PERMIT FEES	1,000	1,000		
42010	CONN. FEES	100,000	100,000		
42020	PROC. FEES	17,500	17,500		
42030	BAD CHECK FEES	500	500		
42040	RECONN. FEES	9,000	9,000		
42050	DCV INSPECTION	22,000	22,000		
43010	REC. BAD DEBTS	850	850		
43190	CELL TOWER REV.	15,549	15,549		
43195	OTHER OP. REV.	10,000	10,000		
43197	LEASE REVENUE	3,600	3,600		
43198	PAVING FEES	3,000	3,000		
43199	SERVICE UPGRADE	-	-		
46000	AFTER HRS CHGS	1,000	1,000		

**McKinleyville Community Services District  
Revenue Estimates Detail  
FY 20-21 Budget**

**Proceeds Detail (Worksheet 2.1  
of Guidelines)**

Fnd	Acct	Estimated Revenue (2)	Less Non- Proceeds of Taxes	Net Proceeds of Taxes	Comments
48060	EQUIP USAGE FEE	450	450		
48070	SALE OF SCRAP	350	350		
50001	INT. REVENUE	50,000	50,000		
50005	LATE CHARGES	12,500	12,500		
51011	CONTRIB CONST	100,000	100,000		
52000	OTHER INCOME	1,000	1,000		
54001-2	GRANTS	183,500	183,500		
56000	GAIN ON DISPOSAL	4,000	4,000		
57000	UNREALIZED GAIN/LOSS	7,500	7,500		
<b>Total Water</b>		<b>4,488,043</b>	<b>4,488,043</b>	<b>0</b>	User Fees for Services
<b>Wastewater Fund</b>					
40002	SWR SVC CHGS.	4,004,460	4,004,460		
40010	STORM WATER FEE	350	350		
41001	NEW SVC. FEES	22,000	22,000		
41002	INSTALLATION FEES	-	-		
41020	PL. CK. FEE DEP	1,500	1,500		
41040	SWR CONST PRMT	3,000	3,000		
42001	INSPECTION FEES	-	-		
42010	CONN. FEES	100,000	100,000		
42020	PROC. FEES	-	-		
42030	BAD CHECK FEES	300	300		
42040	RECONN. FEES	-	-		
42050	DCV INSPECTION	-	-		
43010	REC. BAD DEBTS	900	900		
43190	CELL TOWER REV.	15,549	15,549		
43195	OTHER OP. REV.	7,500	7,500		
43197	LEASE REVENUE	25,960	25,960		
43198	PAVING FEES	1,000	1,000		
46000	AFTER HRS CHGS	-	-		
48060	EQUIP USAGE FEE	-	-		
48070	SALE OF SCRAP	-	-		
50001	INT. REVENUE	75,000	75,000		
50005	LATE CHARGES	12,000	12,000		
51011	CONTRIB CONST	75,000	75,000		
52000	OTHER INCOME	1,000			
54001-2	GRANTS	1,880,250			
56000	GAIN ON DISPOSAL	5,000	5,000		
57000	UNREALIZED GAIN/LOSS	10,000	10,000		
<b>Total Wastewater</b>		<b>6,240,769</b>	<b>4,359,519</b>	<b>0</b>	User Fees for Services
<b>Debt Service</b>					
<b>Total Debt Service</b>		<b>-</b>	<b>-</b>	<b>-</b>	Debt Related
<b>Total All Funds</b>		<b>12,145,590</b>	<b>9,612,127</b>	<b>652,213</b>	

**McKinleyville Community Services District**  
**APPROPRIATIONS LIMIT CALCULATION**  
**FY 20-21 Budget**

<b>Calculation of Appropriations Subject to  Limit (Worksheet #4 of Guidelines)</b>
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	<u>Adopted Budget</u>
Total Appropriations From Proceeds of Taxes (From Worksheet # 2)	\$ 652,213
Less Allowed Exclusions (From Worksheet #7)	(20,032)
Current Year Appropriations Subject to Limit	<u>\$ 632,182</u>
Current Year Appropriations Limit (From Worksheet #6)	1,102,035
Current Year Appropriations Over or (Under) Limit	<u>\$ (469,854)</u>
Percentage Over or (Under) Limit	<u><u>-43%</u></u>

**McKinleyville Community Services District  
 APPROPRIATIONS LIMIT CALCULATION**

**FY 20-21 Budget**

**Population and Growth Factors (Worksheet #5 of Guidelines)**

	Percent Change Indices		Percent Change in Population [1]		Allowed Annual Percent Growth in Appropriations Limit	Revised Appropriations Limit [2]
	Percent Change in Per Capita Personal Income [3]	Percent Change in Annual Non-Residential Assessed Valuation growth to Total Growth [4]	MCSD (Unincorporated County)	Humboldt County Total		
FY 07-08	4.42	-14.41	0.17	0.44	104.87945%	438,846
FY 08-09	4.29	22.13	0.83	0.64	123.14368%	540,411
FY 09-10	0.62	12.02	0.57	0.45	112.65851%	608,820
FY 10-11	-2.54	37.77	0.69	0.53	138.72061%	844,558
FY 11-12	2.51	10.50	0.72	0.66	111.29560%	939,956
FY 12-13	3.77	16.80	0.10	0.00	116.91680%	1,098,967
FY 13-14	3.10	0.02	0.50	0.40	100.51970%	1,104,678
FY 14-15	-0.23	0.50	-0.1	-0.03	100.43433%	1,109,476
FY 15-16	3.82	-0.08	-0.5	-0.30	99.42169%	1,103,060
FY 16-17	5.37	-0.30	0.1	0.00	99.80269%	1,100,883
FY 17-18	3.69	0.25	1.1	1.00	101.35177%	1,115,765
FY 18-19	3.67	0.25	-0.4	-0.30	99.84407%	1,114,025
FY 19-20	3.85	0.14	-0.6	-0.54	99.54377%	1,108,942
FY 20-21	3.73	0.23	-0.4	-0.40	99.83264%	1,107,086

[1] From State Department of Finance per Article XIII B of the California Constitution every May 1st for following Fiscal Year Appropriations Calculation. A 1991 amendment to Article XIII-B dropped use of the CPI and allowed for revising limit with PCI or Growth in non-residential assessed valuation and City or County population growth factors back to FY 87-88. The MCSD may selection by resolution the growth factors to be used to calculate the annual Appropriations Limit. The **Bold type** indicate Factor used in calculation for the individual Fiscal Year.

[2] Appropriations Limit calculation have been revised to correct factors and mathematical calculations. Previous Appropriations limits and combined percentage growth from June 20, 2007 Board Agenda report.

[3] PCI = Per Capita Personal Income - California 4th Quarter - Calculated by State Department of Finance. See Price-Population Letter, Annual

[4] Percent of annual growth in non-residential assessed valuation is from information provided by the Humboldt County Assessor's office on values and property classifications and is calculated as the percent of change in non-residential property valuation to the change in total valuation. Application of the percent change in non-residential valuation is from the prior fiscal year change. For example, the percent change in FY 03-04 of 8.14% was the change in non-residential assessed valuation in FY 02-03 from FY 01-02.

**McKinleyville Community Services District**  
**APPROPRIATIONS LIMIT CALCULATION**  
**FY 20-21 Budget**

<b>Appropriations Limit Calculation (Worksheet #6 of Guidelines)</b>
--

<b>Prior Year Appropriations Limit (From Worksheet #5)</b>	<b>\$ 1,107,086</b>
<b>Current Year Growth Factors (From Worksheet #5)</b>	
Non-Residential Assessed Valuation Percent Change	0.14%
MCSD Unicorporated County Population Percent Change	-0.60%
	<hr/>
<b>Compounded Total Percentage Adjustment Factor</b>	<b>-0.456%</b>
<b>Current Year Annual Adjustment Amount</b>	<b>\$ (5,051)</b>
<b>Other Adjustments to Limit (see detail worksheets)</b>	
Reduction In Limit	
Loss of Responsibility	0
Transfer of Services to Private Sector	0
Transfer of Services to Fees	0
Increase in Limit	
Assumed Responsibility of Services	0
	<hr/>
<b>Total Adjustments to Limit</b>	<b>\$ -</b>
	<hr/>
<b>Current Year Appropriations Limit</b>	<b>\$ 1,102,035</b>
	<hr/> <hr/>

**McKinleyville Community Services District**  
**APPROPRIATIONS LIMIT CALCULATION**  
**FY 20-21 Budget**

<b>Exclusions to Appropriations Limit (Worksheet #7 of Guidelines)</b>
--

	<b>Exclusions</b>
<b>Court Orders</b>	-
<b>Federal Mandates</b>	
Fair Labor Standards Act Payments	-
FICA and Medicare Payments	16,177
Unemployment Payments	3,855
<b>Total Federal Mandates</b>	<b>20,032</b>
<b>Qualified Capital Outlays (Assets of over \$100,000 )</b>	-
<b>Total Qualified Capital Outlays Paid From Proceeds of Taxes</b>	-
<b>Qualified Debt Service</b>	
<b>Total Qualified Debt Service Paid From Proceeds of Taxes</b>	-
<b>Total Exclusions</b>	<b>20,032</b>

**RESOLUTION 2020 – 11**

**A RESOLUTION ESTABLISHING APPROPRIATIONS LIMITS FOR MCKINLEYVILLE  
COMMUNITY SERVICES DISTRICT IN FISCAL YEAR 2020-21 PURSUANT TO ARTICLE  
XIIIB OF THE CALIFORNIA CONSTITUTION**

**WHEREAS**, PURSUANT TO Article XIIIB of the California Constitution, the McKinleyville Community Services District is required to establish, by resolution, the limit to which funds derived from ad valorem taxes may be appropriated during Fiscal Year 2020-21; and

**WHEREAS**, the District staff has obtained from the California Department of Finance a Population Change Estimate for the area within the McKinleyville Community Services District; and

**WHEREAS**, the results of the Population Change Estimate have been included within the determination of the McKinleyville Community Services District appropriations limit for Fiscal Year 2020-21; and

**WHEREAS**, the McKinleyville Community Services District has determined that such limit should be established at \$1,102,035.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the McKinleyville Community Services District does hereby establish the limit to which funds derived from ad valorem taxes may be appropriated during the Fiscal Year 2020-21 pursuant to the provisions of Article XIIIB of the California Constitution as \$1,102,035.

**ADOPTED, SIGNED AND APPROVED** at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on June 3, 2020 by the following polled vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

\_\_\_\_\_  
Mary Burke, Board President

Attest:

\_\_\_\_\_  
April Sousa, Board Secretary

# McKinleyville Community Services District

## BOARD OF DIRECTORS

June 3, 2020

TYPE OF ITEM: **INFORMATIONAL**

**ITEM: E.2**                                        **Distribution of the Annual Board Self-Evaluation**

**PRESENTED BY:**                                **April Sousa, Board Secretary**

**TYPE OF ACTION:**                             **Information Only**

**Recommendation:**

Staff recommends that the Board review, discuss and take public comment regarding the Annual Board Self-Evaluation.

**Discussion:**

At the March 2016 Board meeting, a modification to the Board of Director’s Policy Manual adding Part 11, Annual Board Self Evaluation, was approved. The policy provides the Directors with a tool to assess its own performance as a Board in order to help identify strengths and areas in which it may improve function.

At the November 2017 Board meeting, modifications to the Board Self-Evaluation worksheet were approved. Modifications to the worksheet included a relabeled rating scale, a comments section for each question and the addition of a question.

At tonight’s meeting, the evaluation worksheet will be distributed in unsealed envelopes marked confidential to each of the Directors for completion. Once completed, worksheets must be returned to the Board Secretary for compilation in the same envelopes, sealed, on or before July 15, 2020.

The evaluation topic will be included on the agenda at the August 5, 2020 meeting for review, discussion and any appropriate action.

**Alternatives:**

Take Action

**Fiscal Analysis:**

Not applicable

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

- Attachment 1 – Board Self-Evaluation Policy & Procedure
- Attachment 2 – Self-Evaluation Worksheet



## **PART 11 -- ANNUAL BOARD SELF-EVALUATION**

**Rule 11-1: POLICY** - The Board is committed to assessing its own performance as a board in order to identify the Board's strengths and areas in which it may improve the Board's functioning. The goals of the self-evaluation are to clarify roles, to enhance harmony and understanding among Board members, and to improve the efficiency and effectiveness of the Board meetings. The ultimate goal is to improve MCSD policies for the benefit of the McKinleyville community and employees of the District.

**Rule 11-2: PROCEDURE** - The Board has established the following procedure for self-evaluation:

- Annually, the Board shall conduct a self-evaluation utilizing the approved assessment form.
- The Board Secretary will distribute the assessment form to all Board members at the first meeting in July each year.
- The completed assessment forms shall be returned to the Secretary of the Board at or before the August meeting.
- The Secretary of the Board shall compile a summary of the results of the assessment which will be distributed at the September meeting and included as an agenda item for review, discussion and appropriate action.

**Rule 11-3: EVALUATIONS** - The evaluation instrument shall incorporate criteria contained in this Board Policy Manual regarding structure, ethics, policies and procedures. The Self-Evaluation Worksheet can be found as Attachment B in this document.

## McKinleyville Community Services District Board of Directors Self-Evaluation Worksheet

Using the below scale, while thinking specifically about YOU, circle the number that most accurately describes your opinion for each item.

1 = Strongly Disagree 2 = Somewhat Disagree 3 = Not Sure 4 = Somewhat Agree 5 = Strongly Agree

**DO YOU or ARE YOU:**

Understand the vision and mission of the McKinleyville Community Services District?	1	2	3	4	5
---	---	---	---	---	---

COMMENTS:

Support the vision and mission of MCSD?	1	2	3	4	5
---	---	---	---	---	---

COMMENTS:

Have a good working relationship with the other Board Members?	1	2	3	4	5
--	---	---	---	---	---

COMMENTS:

Have a good working relationship with the General Manager?	1	2	3	4	5
--	---	---	---	---	---

COMMENTS:

Knowledgeable about MCSD's major programs and services?	1	2	3	4	5
---	---	---	---	---	---

COMMENTS:

Follow trends and important developments in the industries and services that MCSD provides?	1	2	3	4	5
---	---	---	---	---	---

COMMENTS:

Read and understand MCSD's financial statements?	1	2	3	4	5
--	---	---	---	---	---

COMMENTS:

Act knowledgeably and prudently when making recommendations about MCSD finances and financial policies in consideration of the District as a whole?	1	2	3	4	5
---	---	---	---	---	---

COMMENTS:

While considering short-term administrative matters, are you also focusing on long-term and significant policy issues and impacts?	1	2	3	4	5
--	---	---	---	---	---

COMMENTS:

Recommend qualified individuals with relevant skills and experience as possible nominees for the Board and committees?	1	2	3	4	5
--	---	---	---	---	---

COMMENTS:

Prepare for and participate at Board and committee meetings, as well as other MCSD events?	1	2	3	4	5
--	---	---	---	---	---

COMMENTS:

Willingly volunteer and use your special skills to further the MCSD vision and mission?	1	2	3	4	5
---	---	---	---	---	---

COMMENTS:

Complete assignments and responsibilities in a responsible and timely manner?	1	2	3	4	5
---	---	---	---	---	---

COMMENTS:

Speak for the Board or MCSD only when authorized to do so?	1	2	3	4	5
--	---	---	---	---	---

COMMENTS:

Take advantage of opportunities to enhance the MCSD public image by periodically speaking to others about the work of the District?	1	2	3	4	5
---	---	---	---	---	---

COMMENTS:

Respectful to all while conducting District business?	1	2	3	4	5
---	---	---	---	---	---

COMMENTS:

What are the potential challenges you see impacting the Board and/or District in the next 1-3 years? What can be done to limit or overcome these challenges?
---

COMMENTS:

ADDITIONAL COMMENTS:

# McKinleyville Community Services District

## BOARD OF DIRECTORS

June 3, 2020

TYPE OF ITEM: **ACTION**

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**ITEM: E.3**                      **Discuss and Decide on District Preferences for the November 3, 2020 Election**

**PRESENTED BY:**              **April Sousa, Board Secretary**

**TYPE OF ACTION:**          **Roll Call Vote**

### **Recommendation:**

Staff recommends that the Board review the information provided, discuss, take public comment and require candidates to pay for the costs of the candidate's statement, statements to be limited to 200 words and resolve tie by lot.

### **Discussion:**

The Humboldt County Office of Elections (Elections Office) sent correspondence in preparation for the Statewide General Election on November 3, 2020. The following officer terms are expiring in 2020:

- John Corbett (4-yr. term)
- Mary Burke (4-yr. term)
- Shel Barsanti (2-yr. term)

The Elections Office has requested the following information from the District for the upcoming election, due back by June 5th:

- Who will pay for candidate statements? District or Candidate
- Maximum word length for candidate statements? 200 words or 400 words
- How will your district resolve a tie? By lot or Runoff
- Have there been changes to District boundaries?

For the last several elections, the Board has determined that the candidates would be responsible for the cost of publishing their statement and set the length of the statement to 200 words. After the information requested is determined, staff will return the completed form to the Elections Office.

### **Alternatives:**

Staff analysis consists of the following potential alternatives

- Candidate pay, 200 words, runoff
- Candidate pay, 400 words, lot
- Candidate pay, 400 words, runoff
- District pay, 200 words, lot
- District pay, 200 words, runoff
- District pay, 400 words, lot
- District pay, 400 words, runoff

### **Fiscal Analysis:**

Costs for the November election have not yet been calculated, however the County Elections office has given approximate costs for publishing candidate statements.

200 words:

- One Candidate – \$636.00
- Two Candidates – \$318.00 per person
- Three Candidates – \$212.00 per person

400 words:

- One Candidate – \$1272.00
- Two Candidates – \$636.00 per person
- Three Candidates – \$424.00 per person

Additional fees would be incurred should the District choose to resolve a tie by runoff.

### **Environmental Requirements:**

Not applicable

### **Exhibits/Attachments:**

- Attachment 1 – Letter from the County Elections Office



COUNTY OF HUMBOLDT  
Office of Elections & Voter Registration

2426 6<sup>th</sup> Street  
Eureka, CA 95501-0788  
707-445-7481 / Fax 707-445-7204  
humboldt\_elections@co.humboldt.ca.us

May 15, 2020

April Sousa, Board Secretary  
McKinleyville Community Services District  
PO Box 2037  
McKinleyville, CA 95519

*RE: PRESIDENTIAL GENERAL ELECTION ON NOVEMBER 3, 2020*

Dear April:

Your district governing board has officer terms that will expire in 2020 and will be participating in the Presidential General Election on November 3, 2020. I have enclosed documents to assist in this process as follows: (1) district preferences form, and (2) candidacy filing information and timelines. It is important to read the documents carefully as COVID-19 impacts on the November 3<sup>rd</sup> Presidential General Election have changed some processes and forms.

Please complete and return the district preferences form to the Office of Elections no later than June 5, 2020.

Thanks for your immediate attention to these materials. Feel free to contact me with questions.

Regards,

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

Enclosures







COUNTY OF HUMBOLDT  
Office of Elections & Voter Registration

2426 6<sup>th</sup> Street  
Eureka, CA 95501-0788  
707-445-7481 / Fax 707-445-7204  
humboldt\_elections@co.humboldt.ca.us

TO: McKinleyville Community Services District  
PO Box 2037  
McKinleyville, CA 95519

FROM: Lucinda Jackson, Administrative Analyst  
DATE: May 15, 2020  
SUBJECT: Presidential General Election on November 3, 2020  
**Candidacy**

McKinleyville Community Services District will be participating in the upcoming Presidential General Election on November 3, 2020. Answers to frequently asked questions regarding candidacy and filing timelines are below. Please feel free to contact our office anytime with questions or for assistance.

**OFFICER TERMS EXPIRING IN 2020**

Your district board will have the following officer terms expire in 2020:

No. of Positions	Term (in years)	Incumbents
2	4	John W Corbett Mary Charity Burke
1	2	Shel Marie Barsanti

**FILING CANDIDACY PAPERS FOR DISTRICT BOARD SEATS**

Candidates must complete and file candidacy papers with the Humboldt County Office of Elections. To request candidacy papers, candidates must complete and submit the attached Acknowledgement of Receipt of Instructions & Request for Candidacy Filing Documents form (Attachment 1). The request form can be returned by email, fax, mail, or in person by appointment as follows:

- Email:** [humboldt\\_elections@co.humboldt.ca.us](mailto:humboldt_elections@co.humboldt.ca.us)
- Fax:** 707-445-7204
- Mail:** 2426 6<sup>th</sup> Street, Eureka, CA 95501
- In Person by Appointment:** Call 707-445-7481 to schedule.

Upon receipt of the request form, the Office of Elections will distribute candidacy papers to the candidate by (1) email, (2) mail, or (3) in person by appointment at the Office of Elections, per the method indicated on the request form. Candidates will not be charged a fee to file candidacy papers.

Expect completion of the candidacy papers to take a minimum of one hour. Required forms include:

- Ballot Designation Worksheet
- Declaration of Candidacy
- Fair Campaign Practices
- Financial Forms

Candidates may sign candidacy papers in the presence of a Notary Public or in person by appointment at the Office of Elections.

**Important:** Candidates must return fully completed wet-signature original candidacy papers to the Office of Elections (located at 2426 6<sup>th</sup> Street, Eureka, CA 95501) by the close of the candidacy period to complete candidacy filing. Candidates are encouraged to additionally email scanned copies of their

signed candidacy papers to the Office of Elections at [humboldt\\_elections@co.humboldt.ca.us](mailto:humboldt_elections@co.humboldt.ca.us) prior to mailing originals to facilitate early review.

## ELECTIONS CALENDAR

Attached is an election calendar for district reference (Attachment 2). Dates and deadlines included on the calendar are specific to activities affecting school and special districts. A complete election calendar with district, measure, candidate, and voter dates and deadlines will be available on the Office of Elections website (<https://humboldt.gov/elections>) by July 1<sup>st</sup>.

## CANDIDACY FILING PERIOD

The candidacy period for the Presidential General Election is July 13, 2020 – August 7, 2020. The Office of Elections recommends candidates file candidacy papers early on to avoid missing the deadline. If an incumbent does not file candidacy papers by August 7<sup>th</sup>, the candidacy period for that district board seat will extend to August 12, 2020.

## WHO CAN FILE CANDIDACY PAPERS

Humboldt County residents who are registered to vote in Humboldt County and live in the district for which they are applying may file candidacy papers.

## CANDIDATE STATEMENTS

Filing a Candidate Statement is optional. Candidates **will be charged** a fee to file Candidate Statements. Candidate Statement filing fees vary by district and number of candidates filing Candidate Statements. Specific district filing fees will be outlined in the Candidate Guide. The Office of Elections requires candidates to include a check with "do not exceed" the maximum fee written on the check with signed original candidacy papers. When the candidacy period is complete, the Office of Elections will calculate fees and provide candidates with total fees charged.

A hard copy statement must be submitted. Candidates who **additionally** submit their candidate statement electronically in Microsoft Word format via compact disc (CD) or email will receive a \$50 discount. Candidates requesting language translation of their Candidate Statement in Spanish or Hmong will be charged an additional translation \$75 fee per language. Fees are summarized below.

Service	Cost
Filing Candidate Statement	varies by office
Language Translation of Candidate Statement	\$75 per language

**NOTE:** Candidates who additionally submit their candidate statement electronically will receive a \$50 discount.

## CANDIDATE GUIDE

The Office of Elections will publish a general purpose Candidate Guide to its website (<https://humboldt.gov/elections>) by July 1<sup>st</sup>. The Candidate Guide includes the following sections:

- ✓ Guidelines for Filing Candidacy Papers
- ✓ Election Calendar for Candidates
- ✓ Available Board Seats
- ✓ Write-In Candidacy
- ✓ Sample Ballot Designation Worksheet
- ✓ Guidelines to complete Ballot Designation Worksheet
- ✓ Incompatibility of Offices
- ✓ Candidate Statement – Guidelines & Costs
- ✓ Campaign Financial Filing Requirements
- ✓ Humboldt County Campaign Finance Ordinance

## ATTACHMENTS

Attachment 1: Acknowledgement of Receipt of Instructions & Request for Candidacy Filing Documents  
Attachment 2: School and Special District Election Calendar



COUNTY OF HUMBOLDT  
Office of Elections & Voter Registration

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

Presidential General Election  
November 3, 2020

**Acknowledgement of Receipt of Instructions &  
Request for Candidate Filing Documents**

I have received the instructions for candidate filings for the November 3, 2020, Presidential General Election by the Humboldt County Office of Elections.

I ask that the Humboldt County Office of Elections issue me candidacy papers necessary to file for candidacy.

**Office Information**

Office sought: \_\_\_\_\_

Candidate name: \_\_\_\_\_

Residential address: \_\_\_\_\_

**Contact Information**

Mailing address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Preferred Contact Method: \_\_\_\_\_

I wish to receive candidacy papers by (select one of the following options):

Email

Mail

In Person Appointment at the Office of Elections

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

**Important:** This form must be returned to the Office of Elections before candidacy papers will be issued to the candidate. The candidate may return this signed request form by email, fax, mail, or in person by appointment.

## INSTRUCTIONS FOR FILING CANDIDACY PAPERS FOR DISTRICT BOARD SEATS

Candidates must complete and file candidacy papers with the Humboldt County Office of Elections. To request candidacy papers, candidates must complete and submit the attached Acknowledgement of Receipt of Instructions & Request for Candidacy Filing Documents form (Attachment 1). The request form can be returned by email, fax, mail, or in person by appointment as follows:

**Email:** [humboldt\\_elections@co.humboldt.ca.us](mailto:humboldt_elections@co.humboldt.ca.us)

**Fax:** 707-445-7204

**Mail:** 2426 6<sup>th</sup> Street, Eureka, CA 95501

**In Person by Appointment:** Call 707-445-7481 to schedule.

Upon receipt of the request form, the Office of Elections will distribute candidacy papers to the candidate by (1) email, (2) mail, or (3) in person by appointment at the Office of Elections, per the method indicated on the request form. Candidates will not be charged a fee to file candidacy papers.

Expect completion of the candidacy papers to take a minimum of one hour. Required forms include:

- Ballot Designation Worksheet
- Declaration of Candidacy
- Fair Campaign Practices
- Financial Forms

Candidates may sign candidacy papers in the presence of a Notary Public or in person by appointment at the Office of Elections.

**Important:** Candidates must return fully completed wet-signature original candidacy papers to the Office of Elections (located at 2426 6<sup>th</sup> Street, Eureka, CA 95501) by the close of the candidacy period to complete candidacy filing. Candidates are encouraged to additionally email scanned copies of their signed candidacy papers to the Office of Elections at [humboldt\\_elections@co.humboldt.ca.us](mailto:humboldt_elections@co.humboldt.ca.us) prior to mailing originals to facilitate early review.

Presidential General Election  
November 3, 2020

### School District & Special District Calendar

This 2020 Humboldt County election calendar is intended to provide general information about the nomination and election of candidates, and qualification of ballot measures. It does not have the force and effect of law, regulation or rule. It is distributed with the understanding that the Office of Elections is not rendering legal advice and, therefore, this calendar is not to be a substitute for legal counsel for the individual, organization or candidate using it.

<b>July 1 E-125</b>	<p><b>Special Districts &amp; Cities Deliver Notice of Election to County</b> Last day for district secretaries and city clerks to deliver notice of election listing the elective offices to be filled and any measures (if known at the time) to be voted on and to deliver a map of the district or city to the Office of Elections. Cities and special districts should include how a tie vote will be resolved.</p> <p style="text-align: right;">Elections Code 10509, 10522, 10524, 10551, 15651</p>
<b>July 3 E-123</b>	<p><b>Schools to Deliver Specifications of the Election Order – Candidates</b> Last day for a school board conducting a governing board election to deliver a resolution known as “Specifications of the Election Order” listing the elective offices to be filled and any measure (if known at the time) to be voted on, and file it with the County Superintendent of Schools and the Office of Elections, stating the date and purpose of the election, as well as provide a map of the district.</p> <p style="text-align: right;">Education Code 5322 Education Code 5016</p> <p>A clause to determine a tie vote is included in the order.</p>
<b>July 13 – August 7</b>  E-113 – E-88	<p><b>Declaration of Candidacy Period</b> Between these dates all candidates must file their declarations of candidacy along with their candidate statements of qualifications if they choose to submit one. Forms are obtained from and filed with the Humboldt County Office of Elections at 2426 6<sup>th</sup> Street, Eureka. Contact the Office of Elections for details: 707-445-7481; <a href="mailto:humboldt_elections@co.humboldt.ca.us">humboldt_elections@co.humboldt.ca.us</a>.</p> <p style="text-align: right;">Elections Code 8020</p>
<b>August 7 E-88</b>	<p><b>Last Day to Submit Resolutions of Consolidation</b> Last day for the governing body of a district, city, school or other political subdivision to file a request for consolidation with the November 2020 election with the Humboldt County Office of Elections. Copy sent to the Board of Supervisors.</p> <p>Whenever resolutions calling for a measure to be placed on the ballot are filed, immediately after that filing date there will be a 10-day public inspection period. Documents will be on public display at the Office of Elections, 2426 6<sup>th</sup> Street, Eureka. During this period, any voter of the jurisdiction or the county elections official may seek a writ of mandate or an injunction requiring any or all of the materials to be amended or deleted.</p> <p style="text-align: right;">Elections Code 9190, 9380, 10401, 10402, 10403</p>

<p><b>August 7</b> E-88</p>	<p><b>Deadline to File Candidate Statements</b> Last day for nominees for city, county, district, or any other local agency to file a statement of qualifications, not to exceed 200 words (unless district chooses to allow longer), to be included in the Voter Information Guide. The statement shall be paid for at the same time that it is filed. Cost information is available from the county elections office.  Elections Code 13307</p>
<p><b>August 8 – 12</b> E-87 – E-83</p>	<p><b>Extension of Declaration of Candidacy Period</b> Extension period for anyone other than the incumbent to file a declaration of candidacy and nomination documents if the incumbent did not file by August 7, 2020. This provision does not apply if there is no incumbent eligible to be elected.  Elections Code 8022, 8024</p>
<p><b>August 12</b></p>	<p><b>Insufficient Number of Nominees</b></p> <p><b>Special Districts:</b> if by 5 pm on this day only one person has been nominated or an insufficient number of persons have been nominated to fill an office or offices, and a petition signed by 10% or 50 voters (whichever is the smaller number) has not been submitted, the elections official shall certify this fact to the Board of Supervisors. A person who has filed a declaration of candidacy shall be appointed by the Board of Supervisors at a regular or special meeting held prior to the first Monday before the first Friday in December. If no one filed, another qualified person shall be appointed by the Board of Supervisors on or before November 3 and shall take office and serve as if elected.  Elections Code 10515</p> <p><b>School Districts:</b> If by 5 pm on this day only one person has been nominated or there are no nominees for the office(s) to be filled or in the case of members elected at large or by trustee areas there are fewer than the number to be elected, and no petition is signed by 10% or 50 voters (whichever is the smaller number), an appointment will be made. The qualified person nominated shall be seated at the organizational meeting of the board, or if an insufficient number is nominated the governing board shall appoint as necessary at a meeting prior to Election Day. Persons so appointed shall be seated at the organizational meeting as if they had been elected.</p> <p>In the event no one is nominated the governing board shall publish a notice one time in a newspaper of general circulation in the district stating the board intends to make an appointment and informing the public how to apply for the office.  Education Code 5326, 5328, 5328.5</p>
<p><b>NOVEMBER 3</b></p>	<p><b>ELECTION DAY</b></p>
<p><b>December 4</b></p>	<p>Special district governing board officers assume office.  Government Code 61042</p>
<p><b>December 11</b></p>	<p>School district governing board officers assume office.  Education Code 5017</p>

# McKinleyville Community Services District

## BOARD OF DIRECTORS

June 3, 2020

TYPE OF ITEM: **ACTION**

---

**ITEM: E.4**                      **Consider Approval of Professional Services Agreement with Kennedy/Jenks to Perform Engineering Services for the 4.5 Million Gallon (MG) Water Reservoir Project.**

**PRESENTED BY:**              **James Henry, Operations Director**

**TYPE OF ACTION:**          **Roll Call Vote**

### **Recommendation:**

Staff recommends that Board review the information provided, discuss, take public comment and authorize the Board President to execute the Professional Services Agreement with Kennedy/Jenks (K/J) to perform Engineering services for the 4.5 MG Water Reservoir Project, and declare the General Manger as Designated Representative of MCSD, **Attachment 1**, not to exceed \$1,329,297 with a 10% (\$132,929) contingency, totaling \$1,462,226.

### **Discussion:**

In November 2019, the District received a Hazard Mitigation Grant (HMGP) to construct a new 4.5 MG water reservoir. This tank will increase the Districts capacity in the event of a connection failure between Humboldt Bay Municipal Water District during a seismic event. The grant is 75% Federal share with a 25% Local, MCSD share.

The project will consist of constructing a new 4.5 MG tank at the site located East of the existing Cochran Tanks. As a requirement of the HMGP, the project is to be separated into two phases. Phase two will not get the clearance to start until phase one is approved by HMGP.

Phase one will include 65% design, Site surveys (biological, wetlands, sensitive habitat, and cultural resources) and provide preliminary topographic surveys.

Phase two will cover final design, construction

On February 26<sup>th</sup> staff invited engineers to submit a Request for Qualifications for the Water Reservoir Project and received responses from three (3) local firms. After review by the selection committee, K/J was identified as the most qualified team. Staff had several meetings with K/J to negotiate and define a scope of work necessary to design and provide construction services.

On April 17<sup>th</sup>, K/J submitted the Scope of Work to the District and after several comments and requests by staff, a final Scope was agreed upon.

The scope of services is outlined below and in more detail in **Exhibit A**.  
Phase One- Preliminary Analysis and Investigation

- Task 1: Project Management
- Task 2: Grant Administration
- Task 3: Preliminary Surveying
- Task 4: Preliminary Engineering Design
- Task 5: NEPA/CEQA Special Studies

Phase Two- Final Analyses, Design and Construction

- Task 1: Project Management
- Task 2: Grant Administration
- Task 3: Final Geotechnical Investigation
- Task 4: Final Engineering Design
- Task 5: Permitting Assistance
- Task 6: Construction Management

**Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

**Fiscal Analysis:**

This expenditure is identified in the F/Y 20-21 Capital Improvement Plan scheduled for Board approval in June. The agreement is for an amount not to exceed \$1,329,297. Staff would request a 10% (\$132,929) contingency totaling \$1,462,226. Refer to Professional Services Agreement, **Attachment 1**.

As per the Hazard Mitigation Grant Program the grant will cover 75% of this cost with a 25% Local MCSD cost share.

**Environmental Requirements:**

Refer to Task 1 of **Exhibit A**.

**Exhibits/Attachments:**

- Attachment 1 – Professional Services Agreement



**McKinleyville Community Services District  
PO Box 2037, McKinleyville California 95519  
Telephone (707) 839-3251 - FAX (707) 839-8456**

**Professional Services Agreement**

**This Professional Services Agreement (this “Agreement”) is made and entered between the parties listed below as of the date(s) set forth below. For your protection, make sure that you read and understand all provisions before signing. The terms recited as sections a through u on Pages 3 through 7 are incorporated in this document and, along with this page, constitute material terms and conditions of the Agreement between the parties.**

TO: <u>Charles Wright</u> <u>Kennedy/Jenks</u> <u>240 Country Club Rd Suite A</u> <u>Eugene, Oregon 97401</u>	DATE: <u>6/3/2020</u>  Agreement No. <u>2020-05</u>
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The undersigned Consultant offers to furnish the following services (the “Services”):

As described in the proposal submitted by Consultant dated 5/26/2020, which is attached hereto as **Exhibit A** and incorporated herein by reference. The Services shall be provided on a time and materials basis not to exceed the amounts described in **Exhibit A**, which is attached hereto and incorporated herein by reference. The scope of work for this project includes the following:

Consulting Services for Phase One and Two of the MCSD 4.5 MG Water Reservoir Project by providing project management, engineering, environmental, construction management services, post construction services and assist the District with the administration and management of the Hazard Mitigation Grant program which is captured in the tasks listed below.

Phase One- Preliminary Analysis and Investigation

- Task 1: Project Management
- Task 2: Grant Administration
- Task 3: Preliminary Surveying
- Task 4: Preliminary Engineering Design
- Task 5: NEPA/CEQA Special Studies

Phase Two- Final Analyses, Design and Construction

- Task 1: Project Management
- Task 2: Grant Administration
- Task 3: Final Geotechnical Investigation
- Task 4: Final Engineering Design
- Task 5: Permitting Assistance
- Task 6: Construction Management

Contract Price:	Not To Exceed	\$1,462,226.00
Payment Intervals	Monthly	
Completion Date	3/9/2023	

Instructions: Sign and return original. Upon acceptance by McKinleyville Community Services District, a copy will be signed by its authorized representative and promptly returned to you. Insert below, the names of your authorized representative(s).

Accepted: McKinleyville CSD

Consultant: Kennedy/Jenks

\_\_\_\_\_  
(Business Name)

By Mary Burke

By Charles Wright

Title Board President

Title Senior Associates Engineer

Other authorized representative(s):

Other authorized representative(s):

General Manager

Consultant agrees with McKinleyville Community Services District that:

- a. **Indemnification.** To the fullest extent permitted by law and consistent with California Civil Code §2782.8(a), Consultant will, indemnify, defend, and hold harmless McKinleyville Community Services District, its directors, officers, employees, and authorized volunteers (collectively "District") from and against all claims, demands and damages of all persons and entities that arise out of the Consultant's negligent acts or omissions, recklessness, or willful misconduct in the performance (or non-performance) of the Services under this Agreement. Consultant shall not be obligated to defend or indemnify the District from and against all claims, demands and damages that arise out of, pertain to, or relate to the District's own negligent acts or omissions, recklessness, or willful misconduct or the negligent acts or omissions, recklessness, or willful misconduct of others.
- b. **Standard of Care.** In providing the Services under this Agreement, Consultant shall exercise that degree of skill and care ordinarily used by other reputable members of Consultant's profession, practicing in the same or similar locality and under similar circumstances.
- c. **Workers Compensation Insurance.** By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant will comply with such provisions before commencing the performance of the professional services and work under this Agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all Services covered by this Agreement.
- d. **Professional Liability Insurance.** Consultant will file with McKinleyville Community Services District, before beginning professional services, a certificate of insurance satisfactory to the McKinleyville Community Services District evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to McKinleyville Community Services District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by McKinleyville Community Services District. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract Services. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-consultants) as part of the Services covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant provides insurance coverage deemed appropriate by Consultant for the role of the subconsultant under this contract.
- e. **Insurance Certificates.** Consultant will file with McKinleyville Community Services District, before beginning professional services, certificates of insurance satisfactory to McKinleyville Community Services District evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed

operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability requiring 30 days (10 days for non-payment of premium) notice of cancellation to McKinleyville Community Services District. The general liability coverage is to state or be endorsed to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by McKinleyville Community Services District, its directors, officers, employees, or authorized volunteers shall not contribute to it". The general liability coverage shall give McKinleyville Community Services District, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by McKinleyville Community Services District. In the event that the Consultant employs other consultants (sub-consultants) as part of the Services covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant has in place levels of insurance deemed appropriate by the Consultant for the risk associated with the role of each subconsultant under this contract.

- f. **Renewal Certificates.** If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to McKinleyville Community Services District at least ten (10) days prior to the expiration date.
- g. **General Manager Authority.** Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)" on behalf of McKinleyville Community Services District.
- h. **Payment Intervals.** Payment, unless otherwise specified on Page 1, is to be 30 days after acceptance of a written invoice by McKinleyville Community Services District.
- i. **Permits and Licenses.** Permits and licenses required by governmental authorities in connection with Consultant's services will be obtained at Consultant's sole cost and expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.
- j. **Amendments and Modifications.** Any change in the scope of the professional Services to be done, method of performance, nature of materials, work provided or price thereof, or to any other matter materially affecting the performance or nature of the Services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental Agreement executed by McKinleyville Community Services District. Consultant's "authorized representative(s)" has (have) the authority to execute such written change for Consultant.
- k. **Representations.** Consultant represents that it is now, and will remain for the duration of its Services, properly licensed, qualified, experienced, and equipped to perform the Services. Consultant also represents that the Services shall be completed in accordance with this Agreement. Consultant further represents that the Services and the sale or use of the Services shall not infringe, directly or indirectly, on any valid patent, copyright or trademark, and Consultant shall, at Consultant's sole cost and expense, indemnify, and hold harmless McKinleyville Community Services District from and against any and all

claims and causes of action based on infringements thereof. These representations shall survive the expiration or termination of this Agreement, and are in addition to any warranties provided by law. No payment to Consultant for any Services performed hereunder (including, without limitation, final payment) shall constitute a waiver of any Claims by McKinleyville Community Services District against Consultant relating to the Services.

- Ownership of Drawings and Samples.** Consultant shall submit promptly for all drawings, details, samples and other data required or specifically requested by McKinleyville Community Services District in connection with provision of the Services, and such drawings, details, samples and other data created in connection with performance of the Services and provision of the work shall constitute the property of the McKinleyville Community Services District.
- Compliance with Law/Safety.** In performance of the Services, Consultant shall, at its expense, exercise due professional care, comply strictly with, and cause all sub-consultants to comply strictly with, all laws, orders, rules and regulations of governmental authorities, including those relating to the storage, use or disposal of hazardous wastes, substances or materials, and including the procurement and payment for all necessary permits, certificates and licenses required in connection with the Services. If either Consultant or McKinleyville Community Services District receives notice of any violation by Consultant of any laws relating to Consultant or McKinleyville Community Services District receives notice of any violation by Consultant of any laws relating to Consultant's (or sub-consultants) services or work provided hereunder, such party shall promptly inform the other party in writing of the existence thereof. Consultant shall comply with all applicable laws relating to safety, including without limitation the Occupational Safety and Health Act of 1970 as it may be amended from time to time, and all regulations and standards issued pursuant thereto. Consultant shall conform to the current prevailing standards of safety practice.
- Equal Opportunity.** In the performance of the Services there shall be no discrimination on account of race, religion, sex, sexual orientation, age or national origin and Consultant shall comply with applicable federal, state and local laws and regulations pertaining to fair employment practices, including without limitation the provisions of Executive Order 11246 as amended by the President of the United States and the rules and regulations issued pursuant thereto, unless exempted.
- Termination.** McKinleyville Community Services District may, at its option, terminate this Agreement without cause at any time. If at the time of any such termination, any Services have already been provided by Consultant but are unpaid for, McKinleyville Community Services District's only obligation, if Consultant is not in default, shall be to pay for such Services actually provided by Consultant prior to the date of termination. Upon receipt of notice of termination, Consultant shall immediately stop all performance hereunder except as otherwise directed by McKinleyville Community Services District, and if Consultant is not in default, McKinleyville Community Services District shall pay to Consultant (a) the prorata portion of the agreed price based on the percentage completion of the Services which was satisfactorily completed at the time of termination, and (b) the actual net costs incurred by Consultant directly connected with the Services that was not completed prior to the date of termination; provided, however, that under no circumstances shall the total under (a) and (b) exceed the contract price stated on page one (1) of this Agreement, above. Upon such payment, title to any such items or uncompleted Services shall, at McKinleyville Community Services District's option, pass to McKinleyville Community Services District.

- p. **Default.** Upon any default by Consultant hereunder, or in the event of proceedings by or against Consultant in bankruptcy or for the appointment of a receiver or trustee or an assignment for the benefit of creditors, McKinleyville Community Services District may, at its option, terminate this Agreement without penalty or liability (except for payment for any Services completed and accepted by McKinleyville Community Services District). Consultant shall be liable to McKinleyville Community Services District for all expenses incurred by McKinleyville Community Services District in finishing the Services and any damage incurred through any default, which at the option of McKinleyville Community Services District, may be charged against any amounts due from McKinleyville Community Services District to Consultant hereunder, but Consultant's liability hereunder shall not be limited thereby and such liability shall survive the expiration or termination of this Agreement. Any remedies provided for in this Agreement are cumulative and shall be in addition to, and not in limitation of, any other rights and remedies that may be available at law or in equity. Neither party shall be in default of this Agreement until such party has received three (3) days written notification (except in the instance of a health or safety concern, in which case failure to immediately remediate the health or safety violation shall be grounds to declare a default of this Agreement), and an opportunity to cure, or in the case of an alleged default which requires more than three (3) days to cure, a reasonable time so long as the alleged defaulting party commences the remediation of the default immediately, and thereafter diligently prosecutes the same to completion.
- q. **Notices.** Notices, requests, demands, and other communications hereunder shall be in writing and delivered personally, sent by reputable overnight courier or mailed by first class, United States mail, with postage prepaid, to McKinleyville Community Services District, **PO Box 2037, McKinleyville California 95519, Attention: Gregory Orsini**, and to Consultant at the address set forth below its signature, or at any other address that may be given by either party to the other in the manner provided above. Notices delivered personally or sent by overnight courier shall be deemed delivered upon receipt. Notices delivered by mail shall be deemed delivered upon the earlier of (i) receipt or (ii) the date five (5) U.S. mail delivery days after the notice was placed in the United States mail as provided above.
- r. **Headings.** All section headings are provided for convenience only, and shall not be deemed to constitute material terms and conditions of this Agreement.
- s. **Interpretation.** Both Consultant and McKinleyville Community Services District are deemed to have jointly participated in the negotiation and preparation of this Agreement. Consequently, both Consultant and McKinleyville Community Services District are considered to have drafted this Agreement in equal parts and, if any ambiguity is found to exist, all rules of law and evidence requiring ambiguities to be interpreted to the detriment of the drafting party shall not apply.
- t. **Attorneys Fees and Venue for Disputes.** If litigation becomes necessary to enforce the terms and provisions of this Agreement or as a result of any breach by Consultant or District of this Agreement, the prevailing party in any such litigation shall be entitled to recover reasonable attorney's fees and costs. The Humboldt County Superior Court for the State of California shall have exclusive jurisdiction over any dispute arising out of this Agreement or Consultant's provision of Services hereunder, and shall serve as the venue for any such dispute. All parties expressly consent to this designation of jurisdiction and venue.

- u. **MUTUAL UNDERSTANDING OF SERVICES.** McKinleyville Community Services District and Consultant agree that the purpose of value engineering is the identification and presentation of recommendations for improvement of project or process value, for consideration by the McKinleyville Community Services District and their other professional advisors. Both parties understand that as a part of these services, Consultant does no design work and makes no project decisions. McKinleyville Community Services District and Consultant agree that Consultant will be liable to the McKinleyville Community Services District only for damages arising from Consultant's negligence in the performance of the Value Analysis or Value Engineering work itself, and only to the extent that such negligence directly damages the McKinleyville Community Services District.

**MCKINLEYVILLE COMMUNITY SERVICES DISTRICT  
ENGINEERING SERVICES  
4.5 MG WATER RESERVOIR PROJECT  
SCOPE OF WORK  
May 26, 2020**

**Phase One – Preliminary Analysis and Investigations**

**Task 1.1 – Project Management**

**1.1.1 Communications and Status Updates**

Kennedy/Jenks Consultants, Inc. (Kennedy/Jenks) will conduct an initial kick-off meeting at the District's office to review project scope and schedule, discuss District preferences for planned improvements, collect missing information, and confirm lines of communication.

Project coordination during Phase One work will include monthly phone calls with the District's project manager to discuss work progress, schedule, and budget. Progress reports will be provided with monthly invoices and provide a summary of work completed to date, budget expended, out of scope items required, and any issues of concern. Additional regular communication with the District's project manager will be done by phone to update the District on work performed and coordinate project activities. The frequency of these calls will be adjusted throughout the project according to the level of activity.

**1.1.2 Project Setup and Invoicing**

Kennedy/Jenks will set up the project within Kennedy/Jenks' accounting system and prepare subconsultant agreements. Kennedy/Jenks will provide project management and oversight of in-house project personnel and subconsultants throughout the project and will review and monitor project budget and progress on a regular basis.

Kennedy/Jenks will prepare and electronically submit invoices to the District on a monthly basis.

**1.1.3 Health and Safety**

Kennedy/Jenks will prepare and implement a Hazard Appraisal & Recognition Plan (HARP) for Phase One work activities. If a Kennedy/Jenks employee needs to visit the site where field investigation activities are ongoing, they will implement the requirements of the HARP.

**1.1.4 Quality Assurance and Quality Control**

Deliverables will receive a quality control review prior to submission to the District from a senior engineer, not directly associated with the project.

An in-house Concept and Criteria Review (C&CR) meeting will be conducted early in the project to obtain focused technical input from senior staff based on their experience from other similar projects.

***Task 1.1 Assumptions***

- Effort based on Phase One duration of 11 months.
- Kick-off meeting will occur at the District's office and will be attended by Kennedy/Jenks' project manager and one additional Kennedy/Jenks staff member. Meeting duration will be 2 hours.



### **Task 1.1 Deliverables**

- Monthly invoices with project status reports in electronic (Adobe Acrobat) format.
- Request for information issued to the District prior to the kick-off meeting in electronic (Microsoft Word) format.
- Kick-off meeting agenda and meeting notes in electronic (Microsoft Word) format.

### **Task 1.2 – Phase One Grant Administration**

Kennedy/Jenks will provide the following Phase One grant administration assistance for the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant administered by California Governor's Office of Emergency Services (Cal OES).

#### **1.2.1 Phase One Funding Package Assistance**

This task consists of assisting the District with development of final materials to execute the funding agreement, such as revising the work plan, schedule, or budget. As part of this effort, Kennedy/Jenks will identify requirements for grant funding submittals which are expected to consist of reimbursement claims and progress reports. Kennedy/Jenks will then prepare a funding submittal schedule to help ensure required funding timelines are met.

A total of 6 professional hours have been budgeted for this effort.

#### **1.2.2 Phase One Administration**

Kennedy/Jenks will provide the District with ongoing grant administration assistance to meet grant requirements. This assistance will consist of reviewing reimbursement requests drafted by District staff and preparing quarterly reports.

Effort for this task was estimated based on reviewing four quarterly reimbursement claims and four quarterly reports and up to four calls with District and Cal OES.

#### **1.2.3 Additional Phase One Assistance (*Optional Task*)**

Optional services to provide additional assistance such as meeting requirements of the final grant agreement between the District and Cal OES, preparation of reimbursement claims or reports, meetings with Cal OES staff, or other services necessary to administer the grant can be provided upon request and as directed by the District.

These services have not been included in the budget but may be added by amendment.

### **Task 1.2 Assumptions**

- Phase One activities are assumed to extend from June 2020 to April 2021 for a duration of 11 months.
- Cal OES will provide reimbursement and report templates.
- Services required to administer grant, not enumerated in this task, will be provided by the District.

### **Task 1.2 Deliverables**

- Phase One funding schedule in electronic (Adobe Acrobat) format.
- Review comments associated with four reimbursement claims in electronic (Adobe Acrobat) format.
- Four quarterly status reports in electronic (Microsoft Word) format.

### **Task 1.3 – Preliminary Surveying**

Kennedy/Jenks will provide surveying services to research County records related to existing property corners of the affected parcel, conduct field boundary, topographic, and planimetric survey of the project site and prepare a survey base map for the project. The survey will cover the proposed reservoir location, existing tanks, existing access road, and the proposed new secondary access road. The survey will consist of the following elements: locations of existing structures; exposed piping; underground and above ground utilities; topographic features including 1-foot contours, major surface features, edge of roadways, and changes in elevation; and location and diameter of trees 6 inches in diameter or greater. Easements and other encumbrances identified in the Preliminary Title Report will be indicated on the survey base map. Horizontal and vertical control datums used will be as directed by the District.

#### ***Task 1.3 Assumptions***

- District will provide Preliminary Title Report for the subject property to be encumbered by the proposed reservoir project.
- District will locate buried utilities.
- Survey fieldwork labor shall be paid at State Prevailing Wages for surveyors.
- Lot line adjustment, preparation of legal descriptions, and record of survey services associated with land acquisition for the proposed reservoir are not included but can be added via amendment.
- Limits of survey will not include the entire parcel that is being encumbered for this project. Total area to be surveyed will be approximately 6 acres.

#### ***Task 1.3 Deliverables***

- Survey base map in electronic (Adobe Acrobat) format.

### **Task 1.4 – Preliminary Engineering Design**

Kennedy/Jenks will prepare preliminary design documents to provide information needed for completion of the National Environmental Protection Act and California Environmental Quality Act (NEPA/CEQA) process. Preliminary design activities will include viewshed analyses, evaluation of tank operating conditions, evaluation of construction materials alternatives, preparation of 30-percent design drawings and a list of technical specifications, determination of an opinion of probable construction cost, and optional property acquisition services.

#### **1.4.1 Viewshed Analyses and Public Involvement**

Kennedy/Jenks will provide a viewshed analysis of the proposed reservoir to help illustrate potential visual impacts of the project for use in property negotiations and public meetings. Analysis will include preparation of site diagram for one reservoir alternative with three image boards showing the viewshed from three vantage points surrounding the proposed reservoir location. Analyses for additional reservoir construction or site layout alternatives can be provided by amendment as requested by the District.

Kennedy/Jenks will also provide the District with as requested assistance for public involvement. The purpose of this effort would be to help increase public awareness input and reduce adverse effects that construction may have on the public. Potential tasks could include the following:

- Assist the District in conducting neighborhood meetings and/or open houses.

- Prepare public notices for distribution.
- Prepare project fact sheets for distribution to the public.
- Provide project graphics for use in public meetings and/or project related publications.
- Assist the District in responding to public comments.

#### **Task 1.4.1 Assumptions**

- Viewshed analysis will consist of one reservoir alternative with image boards for three vantage points.
- A total of 40 hours of professional time will be provided for as requested assistance for public involvement.

#### **Task 1.4.1 Deliverables**

- Viewshed analysis boards for one reservoir alternative in electronic (Adobe Acrobat) format.

### **1.4.2 Reservoir Operations Evaluation**

Kennedy/Jenks will evaluate the District's existing water distribution system to identify potential water age issues and the impact of the additional storage provided by the proposed reservoir. Alternatives to address potential issues will be developed and evaluated for implementing as part of the reservoir project. Task will consist of the following:

- **Data Collection and Review.** Kennedy/Jenks will collect and review documents and information relevant to the preparation of the water age analysis. The purpose of this data collection is to confirm facility information and update water demands in the water system hydraulic model and conduct the model calibration. An initial data request list will be submitted to the District.
- **Water Demand Analysis.** For the purposes of updating the water demands in the hydraulic model, Kennedy/Jenks will establish recent historical water demands, including average day, maximum day, and corresponding peaking factors based on a basic statistical analysis of the available historical water demand (and/or delivery) data provided by the District. Demand factors will be established for summer and winter conditions.
- **Extended Period Model Calibration.** This task consists of activities related to calibrating the model against the system's hydraulic parameters (levels, flows, pressures) over an extended period using data from the District's SCADA system. Kennedy/Jenks will identify a 2-week data collection period and after reviewing available SCADA points, will request needed SCADA records that will be used for the calibration effort.
- **Modeling Evaluations.** The hydraulic model will be utilized to identify and evaluate existing water age issues in the District's water system. Water age issues will be evaluated under three demand scenarios: average, summer, and winter demands. Proposed modifications or projects will be evaluated to determine impact on water age, including operational modifications and facility recommendations. Kennedy/Jenks will review proposed solutions and associated water age improvements with the District to determine if the solutions should be considered for further implementation.

### **Task 1.4.2 Assumptions**

- The District's water delivery data is available in electronic format (Microsoft Excel) on at least a daily basis for the past 12 consecutive months.
- Annual water delivery data is available in electronic format (Microsoft Excel) for the last 5 years.
- Demands in the hydraulic model will be adjusted as necessary using a scaling multiplier.
- Geocoding of individual demands will not be performed and it is assumed that the spatial distribution of demands in the hydraulic model is accurate.
- SCADA data are available at 30-minute intervals without randomly missing timesteps.
- If SCADA data is not available, installation of temporary pressure loggers and/or flow meters may be needed for data collection and would be provided by the District.
- Facility attributes and geospatial locations in the District's existing hydraulic model are accurate.

### **Task 1.4.2 Deliverables**

- Draft technical memorandum (TM) summarizing the results of the evaluation findings in electronic (Microsoft Word) format.
- Final TM incorporating District comments in electronic (Adobe Acrobat) format.
- Updated hydraulic model in electronic (Bentley WaterCAD) format.

### **1.4.3 Design Criteria and Alternatives Evaluation**

Kennedy/Jenks will confirm design criteria that will be used to guide design of the proposed reservoir. This will include confirming operational capacity, operating levels, overflow elevation, and floor elevations. Applicable building codes, AWWA Standards and guidance documents, OSHA standards, and other codes and standards governing reservoir design will be documented.

Kennedy/Jenks will develop one conceptual, site layout alternative to evaluate the potential construction of a secondary access road to the reservoir site. Conceptual level plan drawings and AACE Class 4 construction cost estimates will be prepared to provide the District with a basis to determine if a secondary access road will be constructed.

Kennedy/Jenks will evaluate reservoir construction alternatives comparing two possible reservoir types (welded steel and prestressed concrete). The evaluation will consist of descriptions of design and construction methods, tank life expectancy, evaluation of different backfill methods associated with concrete tank construction, AACE Class 4 construction cost estimates, and estimated maintenance costs.

The Area of Potential Impact (APE) will be determined for the selected project alternative for use in preparation of the NEPA/CEQA Special Studies (Task 1.5).

A draft TM will be prepared summarizing project design criteria and the alternatives evaluation for District review and comment. Kennedy/Jenks will lead one, 2-hour review meeting to discuss the evaluation and resolve questions/comments from the draft TM. A final TM, addressing District review comments following the review meeting, will be prepared.

### **Task 1.4.3 Deliverables**

- Draft and Final TM in electronic format (draft TM in Microsoft Word and final TM in Adobe Acrobat).
- Agenda and notes from the review meeting in electronic format (Microsoft Word).

### **1.4.4 30-Percent Design Documents**

Kennedy/Jenks will prepare 30-percent design drawings and a list of technical specifications to provide information needed for the NEPA/CEQA process, finalize project design concepts, and provide a basis of the opinion of probable construction cost.

**1.4.4A General Design.** The 30-percent general design will consist of drawings for project location and vicinity maps, general project notes, design criteria, legends, abbreviations, and Title 22 distribution reservoir regulations summary. No technical specifications will be prepared for the 30-percent general design subtask.

**1.4.4B Civil Design.** The 30-percent civil design will consist of preliminary drawings for site demolition, reservoir horizontal control and paving, reservoir preliminary grading, site piping, and access road horizontal control, paving, and preliminary grading. No technical specifications will be prepared for the 30-percent civil design subtask.

**1.4.4C Structural Design.** The 30-percent structural design will consist of preliminary structural calculations for the proposed reservoir and drawings for structural notes, special inspection and testing, reservoir roof and floor plans, and reservoir wall and footing sections. No technical specifications will be prepared for the 30-percent structural design subtask.

**1.4.4D Electrical, Instrumentation, and Control Design.** The 30-percent electrical, instrumentation, and control design will consist of preliminary drawings for the electrical site plan, and reservoir power, lighting and control. No technical specifications will be prepared for the 30-percent electrical, instrumentation, and control design subtask.

**1.4.4E Predesign Report, Document Preparation, and Review.** Kennedy/Jenks will prepare a preliminary design report summarizing project design criteria, selected alternatives, preliminary drawings, list of technical specifications, and opinion of estimated construction cost. Kennedy/Jenks will conduct one 4-hour design review meeting at the District's offices. Comments received from the District will be incorporated into the preliminary design report and a final report will be provided to the District to submit to Cal OES with other required Phase One documents.

### **Task 1.4.4 Assumptions**

- The proposed reservoir will be prestressed concrete.

### **Task 1.4.4 Deliverables**

- Four hard copies(paper) and one electronic copy of the predesign report including 30-percent drawings. Drawings will be half size. The report will be in Microsoft Word format. The drawings will be in Adobe Acrobat format.
- Agenda and notes from the Review Meeting in electronic (Microsoft Word) format.
- Four hard copies (paper) and one electronic copy of the final preliminary design report and 30-percent drawings incorporating District review comments. Drawings will be half size. Electronic copies will be in Adobe Acrobat format.

#### **1.4.5 Opinion of Probable Construction Cost**

Kennedy/Jenks will prepare an AACE Class 3 estimate of the probable construction cost for the proposed reservoir and associated site improvements.

##### **Task 1.4.5 Deliverables**

- A copy of the opinion of probable construction cost in electronic (Adobe Acrobat) format.

#### **1.4.6 Property Acquisition Services (Optional Task)**

Kennedy/Jenks can provide additional services to support property acquisition. These services have not been included in the budget but may be added by amendment. Potential services could include the following:

- Data collection for appraisal.
- Prepare Notice of Decision to Appraise.
- Develop appraisal maps and initial layout sheets.
- Perform land appraisals or non-complex reports depending on the value of the land to be acquired and whether the acquisition is likely going to condemnation.
- Condemnation assistance.
- Obtain appraisal reviews if required.
- Provide land acquisition services, including offers and negotiations.
- Provide escrow services.

#### **Task 1.5 – NEPA/CEQA Special Studies**

Kennedy/Jenks will provide services to conduct special studies to inform the NEPA/CEQA processes and provide reports to Cal OES/FEMA to aid in completing the NEPA process.

##### **1.5.1 NEPA/CEQA Special Studies**

Kennedy/Jenks will provide the following special studies to inform the NEPA/CEQA processes. NEPA document requirements will be based on the findings of the special studies.

##### **Biological Resources**

Kennedy/Jenks will provide a biological report, prepared by a qualified biologist, that addresses possible direct and indirect impacts of the project to federally listed species under the Endangered Species Act (ESA). The biological report will consist of the following:

- Species assessment table for federally protected species and an analysis of impacts to those species that have the potential to occur within or adjacent to the project site;
- Recent species and critical habitat lists generated from the US Fish and Wildlife Service's Information for Planning and Consultation online database;
- A recent search of the California Department of Fish and Wildlife's Natural Diversity Database (CNDDB) including appropriate species observation information and maps;

- Recently generated species lists from the California Native Plant Society Inventory of Rare and Endangered Plants of California (CNPS);
- A field survey performed by a qualified biologist;
- An evaluation of the project’s potential to affect federally listed species including potential project impacts to protected migratory birds;
- Identify if any portion of the project is located in or could potentially affect a wetland;
- Maps delineating the project area and species occurrence;
- Identification of measures to minimize, and/or avoid impacts; and
- A recommendation on an ESA determination (i.e., “no effect,” “may affect, but not likely to adversely affect,” or “may affect and is likely to adversely affect”).

### **Cultural Resources**

Kennedy/Jenks will provide a cultural resources investigation to identify known or unknown cultural resources located within the project’s APE. This will be accomplished by conducting background historic research, correspondence with knowledgeable individuals and tribes, a pedestrian field survey, and preparation of an Archaeological Survey Report (ASR) per professional reporting standards.

This project is subject to regulatory compliance with the CEQA and from federal agencies which require compliance with Section 106 of the National Historic Preservation Act (NHPA). This cultural resource survey will satisfy these environmental requirements by identifying and recording cultural resources within the project APE and offering a preliminary significance evaluation of the identified cultural resources. If needed, recommendations will be designed to protect resources integrity.

Pre-field research will include conducting background and archival research at local libraries, historical societies, and any other repositories that might contain information about the project area. A formal records check of the APE with a ½-mile radius will be conducted by Kennedy/Jenks’ cultural resource subconsultant at the Northwest Information Center (NWIC), the regional office of the California Historical Resources Information System located in Rohnert Park, CA. Relevant documents will be reviewed and information pertinent to the project area will be included in the report. Consultations with the Native American Heritage Commission (NAHC), State Historic Preservation Office (SHPO), and local Native American tribal historic preservation officers (THPOs) will be conducted throughout the duration of the investigation.

The field survey will consist of an intensive pedestrian reconnaissance (10 meter transects) of the APE. Previously recorded and newly identified historic period or prehistoric cultural resources will be documented on DPR 523 series archaeological site records to a standard consistent with the Department of the Interior guidelines for recording historic resources. This is a Phase I – cultural resources investigation; no collecting and no ground disturbance exceeding 10-centimeters below ground surface will be conducted. An ASR detailing the regional prehistory, ethnographic/historic background, Native American consultation, study methods, findings, and recommendations will be prepared. Maps will be provided showing the cultural resources survey area, any archaeological site locations, and historic imagery.

#### **Task 1.5.1 Assumptions**

- Cal OES/FEMA will take the lead with federal agency consultations.

- Cal OES will be responsible for NEPA document preparation (e.g. CatEx, Environmental Assessment), circulation, response to comments. However, Kennedy/Jenks can provide these services by amendment if requested.

**Task 1.5.1 Deliverables**

- Draft and final Biological Resources Assessment Report. Draft report will be in electronic (Microsoft Word) format. Final report will be in electronic (Adobe Acrobat) format.
- Draft and final Archaeological Survey Report. Draft report will be in electronic (Microsoft Word) format. Final report will be in electronic (Adobe Acrobat) format.

**1.5.2 CEQA Environmental Document**

Kennedy/Jenks will provide the following CEQA related services:

**Administrative Draft Initial Study**

The District is the project proponent and CEQA lead agency. Kennedy/Jenks will provide an administrative draft Initial Study (IS) for review by the District that evaluates the project’s potential environmental effects in compliance with CEQA Guidelines §15063. The Draft IS will consist of the following elements:

- Project description;
- Environmental setting description;
- Examination of whether the project would be consistent with existing zoning, plans, and other applicable land use controls;
- Identification of the potential environmental effects of the project through answering of the questions in the CEQA Environmental Checklist Form (CEQA Appendix G);
- Identification of mitigation measures, if available, that would be required to mitigate identified significant environmental effects; and
- A list of the names of persons who participated in the preparation of the IS, and of the sources of the information used in the document.

Based on the proposed project location, size and type, the team anticipates that most of the Environmental Checklist explanatory notes will be answered based on existing information, with no additional technical analysis required. However, if based on the special studies to be conducted more extensive answers are needed for potential project impacts related to air quality, traffic, and greenhouse gas emissions, quantitative analysis may be required including emissions and/or traffic modeling. Effort associated with these additional analyses are not included in this scope of work but if needed can be added by amendment.

**Public Review Draft Initial Study and Draft Mitigated Negative Declaration (MND)**

Under CEQA, the decision whether to prepare a ND, MND or EIR is based on findings supported by the lead agency’s IS (CEQA Guidelines §15063). Preparation of a ND will be required if it is determined that the proposed project would not have significant effects on the environment (post mitigation). Preparation of an MND will be required if it is determined that the project may have significant effects on the environment, but that mitigation is available that will clearly avoid or reduce these effects to less than significant levels. Preparation of an EIR will be required if it is determined that the project may have



significant effects on the environment, but that additional analysis is required and/or it is not clear the mitigation will clearly avoid or reduce these effects to less than significant levels.

Based on the type, size, and location of the proposed project, Kennedy/Jenks anticipates that the project can be processed through the preparation of an MND and has based the tasks described herein on that assumption. However, the District may determine that an EIR rather than an MND is required. If the District makes such a determination, Kennedy/Jenks can provide needs services through amendment to this scope of work.

CEQA Guidelines §15070(b) requires that a lead agency prepare an MND for a project subject to CEQA when the IS identifies potentially significant effects, but that mitigation measures have been identified that would avoid or reduce the effects to less than significant levels. In accordance with CEQA Guidelines §15071, Kennedy/Jenks will provide a draft MND that consists of the following:

- Project description and location;
- The name of the project proponent;
- A proposed finding that the project will not have a significant effect on the environment with implementation of the proposed mitigation measures;
- Proposed mitigation measures; and
- An attached copy of the IS documenting reasons to support the finding, including the proposed mitigation measures.

Kennedy/Jenks will provide a Notice of Completion (NOC) and submit copies of the IS/MND to the State Clearinghouse. Kennedy/Jenks will assist the District in generating a distribution list including agencies and other interested parties.

#### **Notice of Intent (NOI) to Adopt MND**

CEQA requires the lead agency to provide notice of its intent (NOI) to adopt an MND to the public, responsible agencies, trustee agencies, and the county clerk prior to adopting the MND to allow the public and agencies an opportunity to review and comment on the document (CEQA Guidelines §15072(a)). In accordance with CEQA Guidelines §15072(g), Kennedy/Jenks will provide a draft NOI consisting of the following elements:

- Project description and location;
- The starting and ending dates of the public review period;
- The date, time, and place of scheduled hearings to be held on the project;
- The address where copies of the proposed MND will be available for review;
- The presence of the site on agency hazardous materials/waste site lists; and
- Other information as may be required.

#### **Final Initial Study/MND and Mitigation Monitoring & Reporting Program (MMRP)**

CEQA Guidelines §15097 requires that, in order to ensure that the mitigation measures identified in the MND are implemented, the lead agency adopt a program for monitoring and/or reporting the progress of mitigation measure implementation. The public agency may choose whether its program will monitor and/or report on the mitigation. "Monitoring" refers to an ongoing or periodic process of project oversight conducted by staff, whereas

“reporting” refers to a written compliance review prepared by staff that is presented to the decision-making body. Kennedy/Jenks will provide a Mitigation Monitoring and Reporting Program (MMRP) consistent with CEQA requirements. A final IS/MND will be prepared that incorporates public comments received during the public review period. The IS/MND and MMRP must be approved by the District Board of Directors.

### **Public Hearings**

CEQA does not require formal hearings at any stage of the environmental review process. However, agencies are encouraged to include environmental review as a topic when the agency holds a hearing on its decision to carry out or approve a project. A public hearing on the environmental impact of a project should be held if the lead agency determines it would facilitate the purpose and goals of CEQA.

If the District chooses to hold a public hearing, Kennedy/Jenks will provide a representative to attend one public hearing who will be available to answer questions on the CEQA documentation.

### **Notice of Determination (NOD)**

Kennedy/Jenks will provide a draft Notice of Determination (NOD) using either the CEQA Appendix D format or a format requested by the District, submit the draft to the District for review and comment, incorporate District comments into a final NOD, and submit the final NOD to the District after the IS/MND have been approved by the Board. The District will file the NOD with the county clerk and the Office of Planning and Research (OPR) and will pay the Fish & Game filing fee.

#### ***Task 1.5.2 Assumptions***

- The District will provide a single set of comments on the administrative draft IS.
- The project will be processed through the preparation of an MND. Additional services can be provided through amendment should the District determine that an EIR is required.

#### ***Task 1.5.2 Deliverables***

- An administrative draft IS in electronic (Microsoft Word and Adobe Acrobat) format for District review and comment.
- A final copy of the draft IS in electronic (Microsoft Word and Adobe Acrobat) format for public review.
- IS/MND distribution list in electronic format.
- NOC with 15 copies (paper or on CD) of IS/MND for submittal to State Clearinghouse.
- Draft NOI in electronic (Microsoft Word) format for District review and comment.
- Final NOI for posting/distribution in electronic (Adobe Acrobat) format incorporating District comments.
- Final IS/MND in electronic (Microsoft Word and Adobe Acrobat) format for approval by the MCSD Board of Directors.
- Draft and final MMRP in electronic (Microsoft Word) format.
- Draft and final NOD in electronic (Microsoft Word) format.

## **Phase Two – Final Analyses, Design, and Construction**

### **Task 2.1 – Project Management**

#### **2.1.1 Communications and Status Updates**

Project coordination during Phase Two work will include monthly phone calls with the District's project manager to discuss work progress, schedule, and budget. Progress reports will be provided with invoices and will provide a summary of work completed to date, budget expended, out of scope items required, and any issues of concern. Additional regular communication with the District's project manager will be done by phone to update the District on work performed and coordinate project activities. The frequency of these calls will be adjusted throughout the project according to the level of activity.

#### **2.1.2 Project Invoicing**

Kennedy/Jenks will provide management and oversight of in-house project personnel and subconsultants throughout Phase Two project activities and will review and monitor project budget and progress on a regular basis. Kennedy/Jenks will prepare and electronically submit invoices to the District on a monthly basis.

#### **2.1.3 Health and Safety**

Kennedy/Jenks will prepare and implement a Hazard Appraisal & Recognition Plan (HARP) for Phase Two work activities. If a Kennedy/Jenks employee needs to visit the site where field investigation activities are ongoing, they will implement the requirements of the HARP.

#### **2.1.4 Quality Assurance and Quality Control**

Deliverables will receive a quality control review prior to submission to the District from a senior engineer, not directly associated with the project. Comment logs will be kept to document District comments on design deliverables and their resolution.

#### ***Task 2.1 Assumptions***

- Effort based on Phase Two duration of 23 months.

#### ***Task 2.1 Deliverables***

- Monthly invoices with project status reports in electronic (Adobe Acrobat) format.

### **Task 2.2 Phase Two Grant Administration**

Kennedy/Jenks will provide the following Phase Two grant administration assistance during the final design and construction for the FEMA Hazard Mitigation Grant administered by Cal OES.

#### **2.2.1 Phase Two Funding Package Assistance**

This task consists of assisting the District with development of final materials to execute the funding agreement for Phase Two activities, such as revising the work plan, schedule, or budget, in response to construction bid results. Kennedy/Jenks will identify grant submittal requirements for Phase Two and will then prepare a funding submittal schedule to help ensure required funding timelines are met.

A total of 6 professional hours have been budgeted for this effort.

### **2.2.2 Phase Two Administration**

Kennedy/Jenks will provide the District with ongoing grant administration assistance to continue to meet grant requirements during Phase Two activities. Kennedy/Jenks assistance will consist of reviewing reimbursement requests drafted by District staff and preparing quarterly reports. Phase Two is assumed to start May 2021 and end April 2, 2023 which is a period of approximately 23 months.

Effort for this task was estimated based on reviewing up to 23 monthly reimbursement claims, preparing 8 quarterly reports and participating in up to 10 calls with District and Cal OES staff.

### **2.2.3 Project Closeout**

Kennedy/Jenks will support the District in grant related project closeout services by preparing a final grant report that the District will submit to Cal OES.

A total of 6 professional hours have been budgeted for this effort.

### **2.2.4 Additional Phase Two Assistance (*Optional Task*)**

Optional services to provide additional assistance such as meeting requirements of the final grant agreement between the District and Cal OES, preparation of reimbursement claims or reports, meetings with Cal OES staff, or other services necessary to administer the grant can be provided upon request and as directed by the District.

These services have not been included in the budget but may be added by amendment.

#### ***Task 2.2 Assumptions***

- Phase Two activities are assumed to start May 2021 and end April 2, 2023 which is a period of approximately 23 months.

#### ***Task 2.2 Deliverables***

- Phase Two funding schedule in electronic (Adobe Acrobat) format.
- Review comments associated with 23 reimbursement claims in electronic (Adobe Acrobat) format.
- Eight quarterly status reports in electronic (Microsoft Word) format.

### **Task 2.3 – Final Geotechnical Investigation**

Kennedy/Jenks will provide geotechnical services to update the District's existing geotechnical investigation of the reservoir site to address 2019 California Building Standards Code (CBC 2019) requirements for seismic design criteria. An updated geotechnical report will be prepared within 1 year of bids being solicited for construction to satisfy building code requirements.

#### ***Task 2.3 Assumptions***

- Kennedy/Jenks will utilize the District's existing geotechnical investigation prepared by LACO Associates date January 16, 2014.
- No additional geotechnical field investigations will be required.

#### ***Task 2.3 Deliverables***

- Updated geotechnical report in Adobe Acrobat format.

## Task 2.4 – Final Engineering Design

Kennedy/Jenks will prepare detailed design documents consisting of drawings and technical specifications, complete structural calculations, prepare procurement and contracting requirement documents, and provide updated opinion of probable construction cost.

### 2.4.1 Detailed Design Documents

Kennedy/Jenks will prepare detailed design documents and associated technical specifications for the proposed reservoir.

**2.4.1A General Design.** Detailed general design will consist of completing drawings for project location and vicinity maps, general project notes, design criteria, legends, abbreviations, and Title 22 distribution reservoir regulations summary. Technical specifications consisting of those needed to describe general project requirements (e.g., work summary, coordination, environmental protection, seismic requirements, submittals, and startup) will be prepared.

**2.4.1B Civil Design.** Detailed civil design will consist of drawings for civil details, site demolition, reservoir horizontal control and paving, reservoir grading and drainage, erosion control, reservoir site sections, reservoir piping, access road horizontal control and paving, access road grading and drainage, road sections, and inlet/outlet piping plan and profiles. Technical specifications consisting of those for demolition, earthwork, erosion control, paving and surfacing, fencing, landscaping, and piping will be prepared.

**2.4.1C Structural Design.** Detailed structural design will consist of final structural calculations for the proposed reservoir and drawings for structural notes, special inspection and testing, structural details, reservoir roof and floor plans, underdrain plans and sections, reservoir wall and footing sections, column sections and details, reinforcing sections and details, access hatch and ladder details, and valve vault plan and sections. Technical specifications consisting of those for concrete formwork, joints, reinforcement, mixtures, placing, curing, finishing, grouts and repair, metal fasteners, structural metal framing and fabrications, access hatches, protective coatings, and prestressed concrete water tanks will be prepared.

**2.4.1D Electrical, Instrumentation, and Control Design.** Detailed electrical, instrumentation, and control design will consist of drawings for electrical details; electrical site plan and one-line diagram; reservoir power, lighting and controls; instrumentation details, PLC logic circuits and control panel schematic and elevation. Technical specifications consisting of those for conduit, conductor, wiring devices, panel boards, underground electrical work, grounding, lighting, control devices, instrumentation, radio telemetry, programming, and panels will be prepared.

**2.4.1E Document Preparation and Review.** Document preparation and review for detailed design will consist of preparing submittal documents for review and comment by the District, conducting 4-hour design review meetings, and incorporating review comments received from the District. Design documents and review meetings will be provided at the 60, 90, and 100-percent completion levels. Final bid ready documents will be provided after incorporating District comments on the 100-percent design submittal package.

### ***Task 2.4.1 Assumptions***

- The proposed reservoir will be circular prestressed concrete.
- The new 4.5 MG water reservoir will connect to the drain system serving the adjacent existing water tanks. The District may choose to develop a new drain system. Effort associated with a new drain system is not included in this scope of work but may be added by amendment.
- The District will be responsible for integration of the new reservoir into their existing SCADA system and confirming that the existing control system has sufficient capacity to accept new inputs associated with the proposed reservoir.
- Effort for this task is based on the attached list of drawings and specifications.
- Kennedy/Jenks' CAD standards will be utilized.

### ***Task 2.4.1 Deliverables***

- Four hard copies (paper) and one electronic copy of the detailed design drawings and specifications provided at the 60, 90, and 100-percent completion levels. Drawings will be half size. Electronic drawings will be Adobe Acrobat format. Specifications will be in electronic (Microsoft Word) format.
- Agenda and notes from the review meetings will be in electronic (Microsoft Word) format.
- Four hard copies (paper) and one electronic copy of the bid ready documents. Hardcopy drawings will be half size. The electronic copy of drawings and specifications will be in Adobe Acrobat format.

### **2.4.2 Procurement and Contracting Requirements**

Kennedy/Jenks will prepare documents detailing procurement and contracting requirements for the reservoir project utilizing Kennedy/Jenks standard specifications. Documents will consist of instructions to bidders, bid form, bid bond, agreement, performance and payment bonds, general and supplemental conditions.

### ***Task 2.4.1 Assumptions***

- Kennedy/Jenks standard procurement and contract requirement specifications will be used.
- The District will review documents for conformance with District bidding requirements and will provide written comments for required modifications.

### ***Task 2.6.1 Deliverables***

- No separate deliverable will be provided. Documents will be provided as part of the deliverables provided under Task 2.4.1 Detailed Design Documents.

### **2.4.3 Opinion of Probable Construction Cost**

Kennedy/Jenks will prepare an opinion of probable construction cost at the 60, 90, and 100-percent completion levels. The 60-percent estimate will be AACE Class 2. The 90 and 100-percent estimates will be AACE Class 1.

## **Task 2.5 – Permitting Assistance**

Kennedy/Jenks will identify regulatory agencies to be solicited for input during design and during construction and after completion of the project construction.

Kennedy/Jenks will assist the District in preparing the application to obtain Division of Drinking Water (DDW) approval for the reservoir construction and DDW reservoir waiver application, as required.

Kennedy/Jenks will determine the electrical load demands and if required will prepare an application to Pacific Gas and Electricity (PG&E) to obtain electrical metered service for reservoir. Kennedy/Jenks will submit and coordinate with PG&E.

Kennedy/Jenks will identify county wide site drainage requirements and provide input for development of the Contractor's storm water pollution prevention plan (SWPPP).

### ***Task 2.5 Assumptions***

- Kennedy/Jenks will provide up to 60 hours of professional time for permitting assistance.

## **Task 2.6 – Construction Management**

Kennedy/Jenks will provide construction period services consisting of bid period assistance, construction observation, engineer site visits, office engineering, and project closeout services.

### **2.6.1 Bid Period Assistance**

Kennedy/Jenks will provide the following services to assist the District in selecting a Contractor to perform the Work associated with construction of the proposed reservoir:

- Participate in a pre-bid meeting and site tour for prospective bidders. Prepare summary meeting notes.
- Assist the District in answering bidder questions and prepare up to three addenda to clarify, correct, or change the bidding documents.
- Assist the District in evaluating bids and in assembling and awarding the contract for the Work.
- Kennedy/Jenks will provide copies of bidding documents in Adobe Acrobat format to a plan distribution center selected by the District.

### ***Task 2.6.1 Assumptions***

- The District will be responsible for advertising, distribution of bidding documents, maintaining plan holder's lists, issuing addenda, issuing notices of intent to award, and issuing final notice of award.
- The bid period will be 6 weeks long.

### ***Task 2.6.1 Deliverables***

- Pre-bid meeting summary notes in electronic (Microsoft Word) format.
- Addenda in electronic (Microsoft Word) format for distribution by the District.
- Written recommendation in electronic (Adobe Acrobat) format for bid award.

## **2.6.2 Construction Observation**

Kennedy/Jenks will provide one full-time construction observer to monitor conformance of the Contractor's work with Contract Documents. Observer will provide the following services during construction:

- Organize, prepare agenda, and lead the pre-construction meeting.
- Create agendas and lead weekly construction progress meetings with Contractor and District. Provide written meeting notes.
- Prepare daily reports documenting daily construction activities.
- Receive, log, and transmit RFIs, submittals, substitution requests, and change orders.
- Report nonconformance and construction deficiencies to the Contractor and District.
- Assist in negotiating change orders and provide review and preliminary recommendations for Contractor's application for payment.
- Coordinate scheduling of special inspections and materials testing.
- Monitor work progress and report Contractor's nonconformance with approved construction schedule.
- Review Contractor's as-built plans to verify that approved deviations, and changes found in the field, have been documented.
- Assist in preparation of the substantial completion walkthrough and punch list development.

Prior to placement of fill, Kennedy/Jenks' geotechnical subconsultant will make site visits to verify excavations for the reservoir foundation complies with the geotechnical report. In addition, Kennedy/Jenks' geotechnical subconsultant will provide consultation services during earthwork.

### ***Task 2.6.2 Assumptions***

- Total construction period of 12 months with 110 days of 8-hour per day on-site observation.
- Observation services provided in full 8-hour days.
- Up to three site visits will be made by Kennedy/Jenks' geotechnical subconsultant to verify compliance with the geotechnical report and will provide up to 6 hours of consultation during earthwork.
- On-site observation will be paid at State Prevailing Wages.
- The District will provide under separate contract the services of an independent testing laboratory for necessary special inspections and materials testing.
- On-site job trailer and furnishings to be provided by the Contractor.
- The District will review and submit labor compliance documents directly to the State Department of Industrial Relations. Labor compliance document review, equal employment opportunity (EEO) and disadvantaged business enterprise (DBE) interviews, tracking and reports are not included services and will be the responsibility of the District. Kennedy/Jenks will provide the District with support in answering construction related questions pertaining to Contractor labor.



**Task 2.6.2 Deliverables**

- Daily site observation reports in Adobe Acrobat format.
- Agendas and meeting minutes for construction progress meetings in Adobe Acrobat format.
- Tracking log in Microsoft Excel for RFI's, submittals, and change orders.
- Recommendations for Contractor's applications for payment.

**2.6.3 Engineer Site Visits**

Prior to construction, Kennedy/Jenks will participate in a pre-construction meeting prior to the start of construction and provide summary notes.

During construction, Kennedy/Jenks will make visits to the site at least monthly, to observe the progress and quality of Contractor's executed Work over the assumed construction period. Based on information obtained during such visits and observations, Kennedy/Jenks will determine in general if the Work is proceeding in accordance with the Contract Documents and will keep the District informed of the progress of the work.

**Task 2.6.3 Assumptions**

- Total construction period of 12 months with 8 months of active onsite construction activity.
- A total number of 14 site visits will be provided. This includes four visits by the structural design lead and one visit by the electrical design lead. A total of 152 hours of effort has been budgeted for site visits.

**Task 2.6.3 Deliverables**

- Site visit observation reports.

**2.6.4 Office Engineering**

Kennedy/Jenks will provide the following office engineering services during the construction period.

**2.6.4A Requests for Information**

Kennedy/Jenks will provide clarifications and will respond to RFIs submitted by the Contractor. Clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents.

**Task 2.6.4A Assumptions**

- Effort is based on receipt of up to 40 RFIs at 4 hours of professional time each.

**Task 2.6.4A Deliverables**

- RFI responses to Contractor in Adobe Acrobat format.

**2.6.4B Submittals**

Kennedy/Jenks will review submittals and shop drawings furnished by the Contractor and provide written review comments. The term submittal used herein includes technical submittals, shop drawings, samples, operations and maintenance manuals, and product data required to be submitted by the Contractor. Review will be for substantial conformity with the

intent of the Contract Documents. Such review shall be only for conformance with the design concepts and general compliance with the project's Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor.

**Task 2.6.4B Assumptions**

- Effort is based on the receipt of up to 80 submittals, including resubmittals, each requiring on average 5 hours professional time.

**Task 2.6.4B Deliverables**

- Written submittal responses to Contractor in Adobe Acrobat format.

**2.6.4C Change Orders**

Kennedy/Jenks will review notices and correspondence issued by the Contractor and provide a written opinion of the validity of Contractor request for change orders or potential change orders.

**Task 2.6.4C Assumptions**

- Effort is based on assistance in preparing four change orders at 20 hours each.

**Task 2.6.4C Deliverables**

- Written opinions of validity of Contractor's request for change order in Adobe Acrobat format.

**2.6.4D Applications for Payment**

Kennedy/Jenks will review Contractor's applications for payment and recommend amounts for payment. Such recommendations of payment will constitute representation to the District, that, to the best of Kennedy/Jenks' knowledge, information and belief, that the Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents, and the conditions precedent to the Contractor being entitled to such payment appear to have been fulfilled in so far as it Kennedy/Jenks' responsibility to observe Contractor's Work.

**Task 2.6.4D Assumptions**

- Effort is based on assistance in reviewing up to 12 applications for payment from the Contractor at 4 hours each.

**Task 2.6.4D Deliverables**

- Written recommendations for payment in Adobe Acrobat format.

**2.6.5 Project Closeout**

**2.6.5A Punchlist and Notices of Completion**

Kennedy/Jenks will participate in one project walkthrough to determine if the Work is substantially complete. Kennedy/Jenks will assist in the preparation of a punch list (initiated by the Contractor) to be provided for Contractor's action or correction prior to final completion of the Work. When found to be substantially complete, Kennedy/Jenks will issue a notice of substantial completion.

Kennedy/Jenks will participate in a second project walkthrough to determine if the Work is complete. When found to be complete, Kennedy/Jenks will make written recommendation that the District issue a Notice of Final Completion, make final payment, and accept the Work.

***Task 2.5A Assumptions***

- Effort is based on conducting up to two project walkthroughs inclusive of substantial completion and final completion.
- Kennedy/Jenks will provide up to a total of 64 hours of professional time for substantial completion and final completion services.

***Task 2.6.5A Deliverables***

- Notice of substantial completion with associated punch list in Adobe Acrobat format.
- Written recommendation for final completion in Adobe Acrobat format.

**2.6.5B Record Drawings**

Kennedy/Jenks will prepare record drawings for the Project using the drawing markups of construction changes provided by the Contractor.

***Task 2.65B Assumptions***

- Effort is based on updating 20 drawings, each requiring an average of 2 hours.

***Task 2.6.5B Deliverables***

- Two full-sized hard copies (paper), two one-half sized hard copies, and electronic copies (Adobe Acrobat and AutoCAD format) of the record drawings.

**2.6.5C Asset Management Data**

Kennedy/Jenks will provide the District with values for life expectancy of equipment and reservoir structure, equipment replacement costs, and reservoir maintenance costs for the District to input into its asset management system.

***Task 2.6.5C Deliverables***

- Asset management data in electronic (Microsoft Work or Excel) format.

## DRAWINGS

### GENERAL

- G001 TITLE SHEET - INDEX, LOCATION MAP AND VICINITY MAP
- G002 PROJECT GENERAL NOTES AND DESIGN CRITERIA
- G003 ABBREVIATIONS, LEGENDS AND SYMBOLS
- G004 TITLE 22 DISTRIBUTION RESERVOIR REGULATIONS

### CIVIL

- C001 CIVIL DETAILS
- C100 SITE DEMOLITION PLAN
- C101 OVERALL SITE PLAN
- C102 RESERVOIR EROSION CONTROL PLAN AND DETAILS
- C103 INLET/OUTLET EROSION CONTROL PLAN AND DETAILS
- C111 RESERVOIR HORIZONTAL CONTROL AND PAVING PLAN
- C112 RESERVOIR GRADING AND DRAINAGE PLAN
- C113 RESERVOIR SITE SECTIONS
- C114 RESERVOIR PIPING PLAN
- C120 ACCESS ROAD HORIZONTAL CONTROL AND PAVING PLAN
- C121 ACCESS ROAD GRADING AND DRAINAGE PLAN
- C122 ACCESS ROAD SECTIONS
- C131 INLET/OUTLET PIPING PLAN AND PROFILE 1
- C132 INLET/OUTLET PIPING PLAN AND PROFILE 2

### STRUCTURAL

- S001 STRUCTURAL NOTES
- S002 SPECIAL INSPECTION AND TESTING
- S003 STRUCTURAL DETAILS
- S101 RESERVOIR FLOOR AND ROOF PLANS AND SECTION
- S102 RESERVOIR UNDERDRAIN PLAN AND DETAILS
- S103 RESERVOIR WALL AND FOOTING SECTION AND DETAILS
- S104 RESERVOIR PRESTRESSING DETAILS AND NOTES
- S105 RESERVOIR ROOF REINFORCING SECTIONS AND DETAILS
- S106 RESERVOIR COLUMN SECTIONS AND DETAILS
- S107 RESERVOIR PIPE ENCASEMENT DETAILS
- S108 RESERVOIR ACCESS HATCH AND LADDER DETAILS
- S109 VALVE VAULT PLAN AND SECTIONS AND DETAILS

### INSTRUMENTATION

- I001 LEGEND AND ABBREVIATIONS
- I002 INSTRUMENTATION DETAILS AND NETWORK OVERVIEW
- I003 TANK PID
- I004 CONTROL PANEL ELEVATION AND SCHEMATIC

### ELECTRICAL

- E001 ELECTRICAL LEGEND AND ABBREVIATIONS
- E002 ELECTRICAL DETAILS
- E003 PANEL SCHEDULE AND SINGLE LINE DIAGRAM
- E101 ELECTRICAL SITE PLAN
- E111 RESERVOIR POWER, LIGHTING AND CONTROL PLAN
- E112 CONDUIT ROUTING AND CONDUIT SCHEDULE

## **SPECIFICATIONS**

### **Div 0 - Front End**

- 00020 Advertisement for Bids
- 00200 Instructions to Bidders
- 00410 Bid Form
- 00430 Bid Bond
- 00440 Certification of Bidders Experience and Qualifications
- 00450 First-Tier Subcontractor and Supplier Disclosure Form
- 00460 Noncollusion Affidavit
- 00520 Agreement
- 00610 Performance Bond
- 00615 Payment Bond
- 00700 General Conditions
- 00800 Supplementary Conditions

### **Div 1 - General Requirements**

- 01010 Summary of Work
- 01040 Coordination and Project Requirements
- 01140 Environmental Protection
- 01190 Seismic Requirements
- 01300 Submittals
- 01500 Construction Facilities and Temporary Controls
- 01650 Facility Startup

### **Div 2 - Site Work**

- 02065 Controlled Low Strength Materials
- 02085 Precast Concrete Utility Vaults
- 02200 Demolition
- 02300 Earthwork
- 02370 Erosion Control
- 02630 Drainage
- 02700 Paving and Surfacing
- 02820 Fences and Gates

### **Div 3 - Concrete**

- 03100 Concrete Formwork and Formwork Accessories
- 03150 Concrete Joints and Accessories
- 03200 Concrete Reinforcement and Reinforcement Supports
- 03300 Concrete Mixtures, Handling, Placing and Constructing
- 03305 Hot Weather Concrete
- 03306 Cold Weather Concrete
- 03330 Concrete Curing and Protection
- 03350 Concrete Finishes
- 03600 Grouts
- 03935 Repair of Defective Concrete

### **Div 4 - Masonry**

**Div 5 - Metals**

- 05090 Structural Metal Fasteners
- 05100 Structural Metal Framing
- 05500 Metal Fabrications (Miscellaneous Metal)

**Div 6 - Wood and Plastics**

**Div 7 - Thermal and Moisture Protection**

**Div 8 - Doors and Windows**

- 08370 Access Hatches

**Div 9 - Finishes**

- 09960 Protective Coatings

**Div 10 -Specialties**

- 10400 Identifying Devices

**Div 11 - Equipment**

**Div 12 - Furnishings**

**Div 13 - Special Construction**

- 13201 Circular Prestressed Concrete Water Tank

**Div - 14 Conveying System**

**Div 15 - Mechanical**

- 15050 Piping, Valves, and Accessories

**Div 16 - Electrical**

- 16010 General Electrical Requirements
- 16110 Conduit, Raceways, and Fittings
- 16120 Low Voltage Wire and Cable
- 16124 Signal Cable
- 16130 Boxes
- 16140 Wiring Devices
- 16160 Panelboards
- 16180 Protective Devices and Switches
- 16402 Underground Electrical Work
- 16450 Electrical Grounding
- 16500 Lighting
- 16955 Control Devices

**Div 17- Instrumentation**

- 17010 Instrumentation and Controls, General Requirements
- 17140 Level Measurement
- 17330 Programmable Logic Controllers
- 17330A PLC Input/Output Schedules
- 17425 Radio Telemetry System
- 17510 Panels
- 17999 Description of System Operation

**Proposal Fee Estimate (Assoc. Proj. Costs or Comm Charges as ODC)**

**Kennedy Jenks**

CLIENT Name: McKinleyville Community Services District  
 PROJECT Description: 4.5 MG Water Reservoir Project  
 Proposal/Job Number: 2076050\*00 Date: 5/28/2020

January 1, 2019 Rates	Eng-Sci-8	Eng-Sci-7	Eng-Sci-6	Eng-Sci-5	Eng-Sci-4	Eng-Sci-3	Eng-Sci-2	Eng-Sci-1	CAD-Design	Project Administrator	Total Hours	KJ Labor	KJ Escalation	KJ Assoc. Proj. Costs	Sub Stover Engineering Fees	Sub Planwest Partners Fees	Sub LACO Fees	Sub rhaa Fees	KJ Sub-Markup 10%	KJ ODCs Fees	KJ ODCs Markup 10%	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses Fees	
Hourly Rate:	\$250	\$235	\$215	\$205	\$190	\$170	\$150	\$140	\$150	\$110																
<b>Phase **** (Default)</b>																										
Associated Project Costs																										
Phase One												\$0	\$0	\$7,920								\$0	\$0	\$0	\$0	\$7,920
Phase Two												\$0	\$0	\$18,909								\$0	\$0	\$0	\$0	\$18,909
Contingency Reserve												\$11,825	\$0	\$0								\$0	\$0	\$0	\$0	\$11,825
Phase One												\$28,165	\$0	\$0								\$0	\$0	\$0	\$0	\$28,165
Phase Two																										
<b>Phase **** - Subtotal</b>	0	0	0	0	0	0	0	0	0	0	0	\$39,990	\$0	\$26,829	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$39,990	\$0	\$26,829	\$66,819	
<b>Task 1.1 - Project Management</b>																										
1.1.1 PM Communications and Coordination	16		48								8	\$15,200	\$0	\$0								\$0	\$0	\$0	\$0	\$15,200
1.1.2 Project Set-up and Invoicing			44								12	\$10,780	\$0	\$0								\$0	\$0	\$0	\$0	\$10,780
1.1.3 Health & Safety			4			4					8	\$1,620	\$0	\$0								\$0	\$0	\$0	\$0	\$1,620
1.1.4 QA/QC	8		40		8						56	\$12,240	\$0	\$0								\$0	\$0	\$0	\$0	\$12,240
<b>Task 1.1 - Subtotal</b>	24	0	136	8	4	0	0	0	0	20	192	\$39,840	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$39,840	\$0	\$0	\$39,840	
<b>Task 1.2 - Phase One Grant Administration</b>																										
1.2.1 Phase One Final Funding Package Assistance		2			4						6	\$1,290	\$0	\$0								\$0	\$0	\$0	\$0	\$1,290
1.2.2 Phase One Administration Assistance		6			13		15				34	\$6,325	\$0	\$0								\$0	\$0	\$0	\$0	\$6,325
1.2.3 Phase One Additional Assistance (Optional Task)											0	\$0	\$0	\$0								\$0	\$0	\$0	\$0	\$0
<b>Task 1.2 - Subtotal</b>	0	8	0	0	17	0	15	0	0	0	40	\$7,615	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,615	\$0	\$0	\$7,615	
<b>Phase 1.3 - Preliminary Surveying</b>																										
1.3 Preliminary Surveying	4		4		8						16	\$3,500	\$0	\$0	\$15,000							\$3,500	\$16,500	\$0	\$0	\$20,000
<b>Task 1.3 - Subtotal</b>	4	0	4	8	0	0	0	0	0	0	16	\$3,500	\$0	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$3,500	\$16,500	\$0	\$0	\$20,000
<b>Task 1.4 - Preliminary Engineering</b>																										
1.4.1 Viewshed Analyses and Public Involvement	16		16		16						72	\$14,000	\$0	\$0				\$14,000	\$1,400	\$0	\$0	\$14,000	\$15,400	\$0	\$0	\$29,400
1.4.2 Reservoir Operations Evaluation			54			194					256	\$45,470	\$0	\$0					\$0	\$0	\$0	\$45,470	\$0	\$0	\$45,470	
1.4.3 Design Criteria and Alternatives Evaluation	60		56		68						208	\$44,260	\$0	\$0					\$0	\$0	\$0	\$44,260	\$0	\$0	\$44,260	
1.4.4 30% Design Documents			4		4		6				0	\$0	\$0	\$0					\$0	\$0	\$0	\$0	\$0	\$0	\$0	
1.4.4A General Design			4		4		6				30	\$5,220	\$0	\$0					\$0	\$0	\$0	\$5,220	\$0	\$0	\$5,220	
1.4.4B Civil Design			16		42						114	\$20,450	\$0	\$0					\$0	\$0	\$0	\$20,450	\$0	\$0	\$20,450	
1.4.4C Structural Design	16		44								108	\$20,660	\$0	\$0					\$0	\$0	\$0	\$20,660	\$0	\$0	\$20,660	
1.4.4D Electrical, Instrumentation and Control Design			30			10					74	\$13,850	\$0	\$0					\$0	\$0	\$0	\$13,850	\$0	\$0	\$13,850	
1.4.4E Pre-Design Report, Preparation and Review	44		48		28						152	\$31,220	\$0	\$0					\$0	\$1,000	\$1,000	\$31,220	\$0	\$1,100	\$32,320	
1.4.5 Opinion of Probable Construction Cost	2		16		4						26	\$5,520	\$0	\$0					\$0	\$0	\$0	\$5,520	\$0	\$0	\$5,520	
1.4.6 Property Acquisition Services (Optional Task)											0	\$0	\$0	\$0					\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>Task 1.4 - Subtotal</b>	138	0	284	162	20	194	0	0	198	40	1040	\$200,650	\$0	\$0	\$0	\$0	\$0	\$14,000	\$1,400	\$1,000	\$100	\$200,650	\$15,400	\$1,100	\$217,150	
<b>Task 1.5 - NEPA/CEQA Special Studies</b>																										
1.5.1 NEPA/CEQA Special Studies	6		2		8						16	\$3,570	\$0	\$0					\$2,100	\$0	\$0	\$3,570	\$23,100	\$0	\$0	\$26,670
1.5.2 CEQ Environmental Document	6		2		8						16	\$3,570	\$0	\$0					\$2,300	\$0	\$0	\$3,570	\$25,300	\$0	\$0	\$28,870
<b>Task 1.5 - Subtotal</b>	12	0	4	16	0	0	0	0	0	0	32	\$7,140	\$0	\$0	\$0	\$44,000	\$0	\$0	\$4,400	\$0	\$0	\$7,140	\$48,400	\$0	\$0	\$55,540

**Proposal Fee Estimate (Assoc. Proj. Costs or Comm Charges as ODC)**

**Kennedy Jenks**

CLIENT Name: McKinleyville Community Services District  
 PROJECT Description: 4.5 MG Water Reservoir Project  
 Proposal/Job Number: 2076050\*00 Date: 5/28/2020

January 1, 2019 Rates	Eng-Sci-8	Eng-Sci-7	Eng-Sci-6	Eng-Sci-5	Eng-Sci-4	Eng-Sci-3	Eng-Sci-2	Eng-Sci-1	CAD-Design	Project Administrator	Total Hours	KJ Labor Fees	KJ Escalation	KJ Assoc. Proj. Costs	Sub Stover Engineering Fees	Sub Planwest Partners Fees	Sub LACO Fees	Sub rhaa Fees	KJ Sub-Markup 10%	KJ ODCs Fees	KJ ODCs Markup 10%	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses Fees	
<b>Task 2.1 - Project Management</b>																										
1.1.1 PM Communications and Coordination			190							24	214	\$43,490	\$0	\$0						\$0	\$0	\$43,490	\$0	\$0	\$43,490	\$0
1.1.2 Project Set-up and Invoicing			80							40	120	\$21,600	\$0	\$0						\$0	\$0	\$21,600	\$0	\$0	\$21,600	\$0
1.1.3 Health & Safety			16		16						32	\$6,480	\$0	\$0						\$0	\$0	\$6,480	\$0	\$0	\$6,480	\$0
1.1.4 QA/QC			104								104	\$22,360	\$0	\$0						\$0	\$0	\$22,360	\$0	\$0	\$22,360	\$0
<b>Task 2.1 - Subtotal</b>	0	0	390	0	16	0	0	0	0	64	470	\$93,930	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$93,930	\$0	\$0	\$93,930	\$0
<b>Task 2.2 - Phase Two Grant Administration</b>																										
2.2.1 Phase Two Funding Package Assistance		1		5							6	\$1,260	\$0	\$0						\$0	\$0	\$1,260	\$0	\$0	\$1,260	\$0
2.2.2 Phase Two Administration Assistance		21		45			64				130	\$23,643	\$0	\$0						\$0	\$0	\$23,643	\$0	\$0	\$23,643	\$0
2.2.3 Project Closeout		1		5							6	\$1,260	\$0	\$0						\$0	\$0	\$1,260	\$0	\$0	\$1,260	\$0
2.2.4 Phase Two Additional Assistance (Optional Task)											0	\$0	\$0	\$0						\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Task 2.2 - Subtotal</b>	0	23	0	55	0	0	64	0	0	0	142	\$26,163	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,163	\$0	\$0	\$26,163	\$0
<b>Task 2.3 - Final Geotechnical Investigation</b>																										
2.3.1 Final Geotechnical Investigation	8			8							16	\$3,640	\$0	\$0			\$4,000	\$0	\$400	\$0	\$0	\$3,640	\$4,400	\$0	\$8,040	\$0
<b>Task 2.3 - Subtotal</b>	8	0	0	8	0	0	0	0	0	0	16	\$3,640	\$0	\$0	\$0	\$0	\$4,000	\$0	\$400	\$0	\$0	\$3,640	\$4,400	\$0	\$8,040	\$0
<b>Task 2.4 - Final Engineering Design</b>																										
2.4.1 Technical Design Documents											0	\$0	\$0	\$0						\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.4.1A General Design			16	16	16						64	\$12,160	\$0	\$0						\$0	\$0	\$12,160	\$0	\$0	\$12,160	\$0
2.4.1B Civil Design			20	186							362	\$65,830	\$0	\$0						\$0	\$0	\$65,830	\$0	\$0	\$65,830	\$0
2.4.1C Structural Design			154								306	\$59,910	\$0	\$0						\$0	\$0	\$59,910	\$0	\$0	\$59,910	\$0
2.4.1D Electrical, Instrumentation and Control Design			80		50						256	\$46,600	\$0	\$0						\$0	\$0	\$46,600	\$0	\$0	\$46,600	\$0
2.4.1E Deliverables Preparation and Review Meetings	72		72	56						116	380	\$67,320	\$0	\$4,000						\$400	\$400	\$67,320	\$0	\$4,400	\$71,720	\$0
2.4.2 Procurement and Construction Requirements	4		24								28	\$6,160	\$0	\$0						\$0	\$0	\$6,160	\$0	\$0	\$6,160	\$0
2.4.3 Opinion of Probable Construction Cost	8		32	16	16						72	\$15,200	\$0	\$0						\$0	\$0	\$15,200	\$0	\$0	\$15,200	\$0
<b>Task 2.4 - Subtotal</b>	124	0	398	274	82	0	0	0	464	116	1468	\$273,180	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000	\$400	\$273,180	\$0	\$4,400	\$277,580	\$0
<b>Task 2.5 - Permitting</b>																										
2.5 Permitting	4		16	16	24						60	\$12,280	\$0	\$0						\$0	\$0	\$12,280	\$0	\$0	\$12,280	\$0
<b>Task 2.5 - Subtotal</b>	4	0	16	16	24	0	0	0	0	0	60	\$12,280	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,280	\$0	\$0	\$12,280	\$0



**Proposal Fee Estimate (Assoc. Proj. Costs or Comm Charges as ODC)**

**Kennedy Jenks**

CLIENT Name: McKinleyville Community Services District  
 PROJECT Description: 4.5 MG Water Reservoir Project  
 Proposal/Job Number: 2076050\*00 Date: 5/28/2020

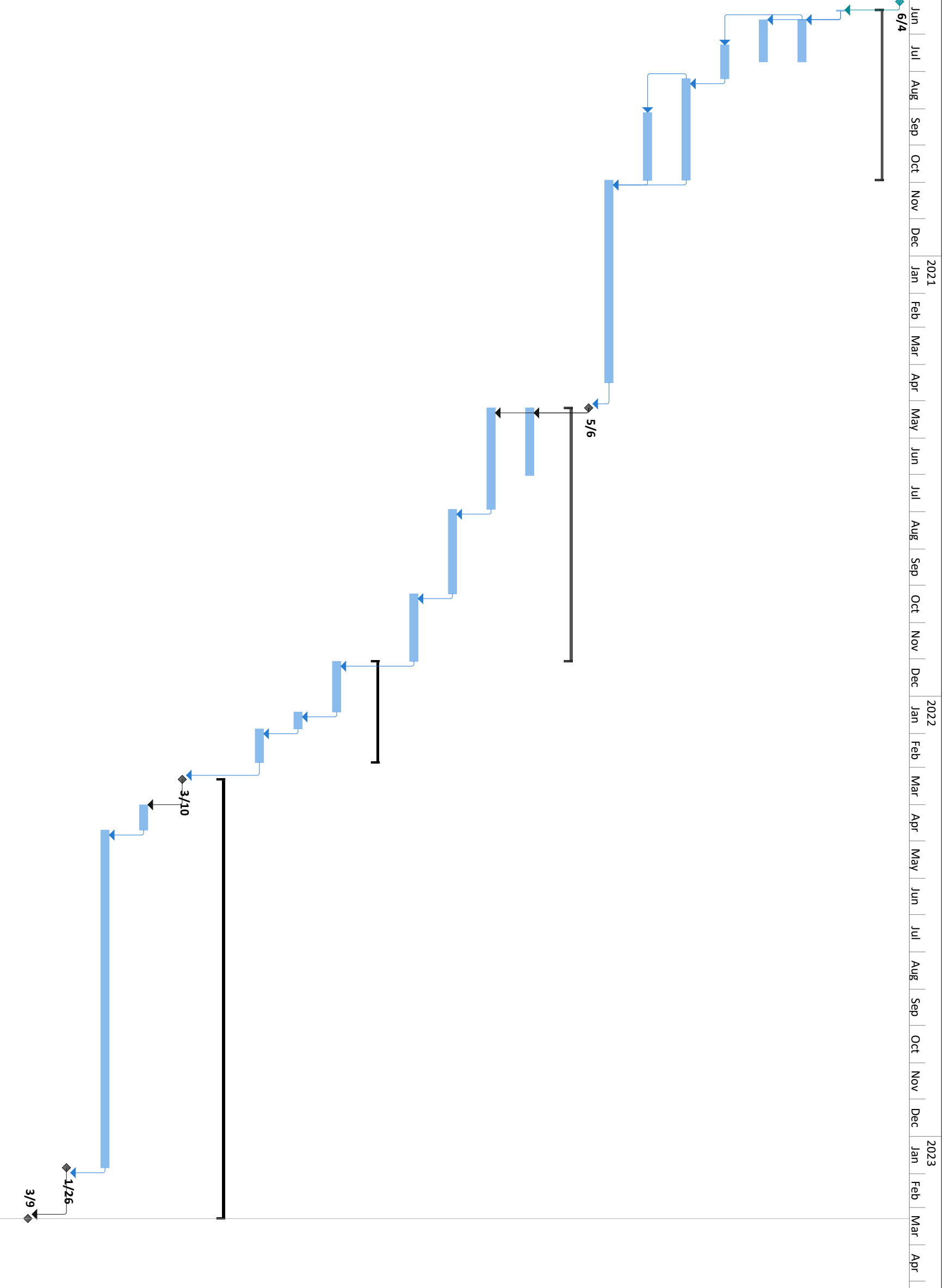
January 1, 2019 Rates	Eng-Sci-8	Eng-Sci-7	Eng-Sci-6	Eng-Sci-5	Eng-Sci-4	Eng-Sci-3	Eng-Sci-2	Eng-Sci-1	CAD-Design	Project Administrator	Total Hours	KJ Labor	KJ Escalation	KJ Assoc. Proj. Costs	Sub Stover Engineering Fees	Sub Planwest Partners Fees	Sub LACO Fees	Sub rhaa Fees	KJ Sub-Markup 10%	KJ ODCs Fees	KJ ODCs Markup 10%	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses Fees	
<b>Task 2.6 - Construction Management</b>																										
2.6.1 Bid Period Assistance	24		32	24	20					8	108	\$22,480	\$0	\$0			\$4,000		\$0	\$4,000	\$0	\$22,480	\$0	\$0	\$0	\$22,480
2.6.2 Construction Observation											0	\$0	\$0	\$0	\$286,000				\$26,000	\$0	\$0	\$0	\$286,000	\$0	\$0	\$286,000
2.6.3 Engineer Site Visits	64		88								152	\$34,920	\$0	\$0					\$0	\$4,000	\$400	\$34,920	\$0	\$4,400	\$39,320	
2.6.4 Office Engineering											0	\$0	\$0	\$0	\$0				\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.6.4.A Requests for Information	20		40	60	40						160	\$33,500	\$0	\$0					\$0	\$0	\$0	\$33,500	\$0	\$0	\$33,500	
2.6.4B Submittals	40		120	80	80						320	\$67,400	\$0	\$0					\$0	\$0	\$0	\$67,400	\$0	\$0	\$67,400	
2.6.4C Change Orders	20		30	20	10						80	\$17,450	\$0	\$0					\$0	\$0	\$0	\$17,450	\$0	\$0	\$17,450	
2.6.4D Pay Application Review	8		24	16							48	\$10,440	\$0	\$0					\$0	\$0	\$0	\$10,440	\$0	\$0	\$10,440	
2.6.5 Project Closeout											0	\$0	\$0	\$0					\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.6.5A Punchlist and Certificates of Completion	16		48								64	\$14,320	\$0	\$0					\$0	\$1,000	\$100	\$14,320	\$0	\$1,100	\$15,420	
2.6.5B Record Drawings			16								56	\$9,440	\$0	\$0					\$0	\$1,000	\$100	\$9,440	\$0	\$1,100	\$10,540	
2.6.5C Asset Management Data	2		6								8	\$1,790	\$0	\$0					\$0	\$0	\$0	\$1,790	\$0	\$0	\$1,790	
<b>Task 2.6 - Subtotal</b>	194	0	404	200	150	0	0	0	40	8	996	\$211,740	\$0	\$0	\$256,000	\$0	\$4,000	\$0	\$26,000	\$6,000	\$600	\$211,740	\$286,000	\$6,600	\$504,340	
<b>All Phases Total</b>	508	31	1822	764	296	194	79	0	702	248	4472	\$919,668	\$0	\$26,829	\$271,000	\$44,000	\$8,000	\$14,000	\$33,700	\$11,000	\$1,100	\$919,668	\$370,700	\$38,929	\$1,329,297	

**McKinleyville Community Services District**

**4.5MG Water Reservoir**

**Project Schedule [5/26/2020]**

ID	Task Name	Duration	Start
1	Phase One - Notice to Proceed	0 days	6/4/2020
2	Predesign -Phase One	101 days	6/11/2020
3	Project Design Kickoff	1 day	6/11/2020
4	Viewshed Analysis	25 days	6/19/2020
5	Site Survey	25 days	6/19/2020
6	Construction Mat'l Eval.	20 days	7/10/2020
7	Predesign Docs	60 days	8/7/2020
8	Environ. Review Docs	40 days	9/4/2020
9	NEPA Review	6 mons	10/30/2020
10	Phase Two - Notice to Proceed	0 days	5/6/2021
11	Detailed Design	150 days	5/7/2021
12	Geotech. Eval.	40 days	5/7/2021
13	60% Design Docs	60 days	5/7/2021
14	90% Design Docs	50 days	7/30/2021
15	100% Design Docs	40 days	10/8/2021
16	<b>Bidding</b>	<b>60 days</b>	<b>12/3/2021</b>
17	Advertise & Bidding	30 days	12/3/2021
18	Bid Review	10 days	1/14/2022
19	Award & Execute Contract	20 days	1/28/2022
20	<b>Construction</b>	<b>260 days</b>	<b>3/10/2022</b>
21	Notice to Proceed	0 days	3/10/2022
22	Mobilization	15 days	4/1/2022
23	Construction	10 mons	4/22/2022
24	Subst. Completion	0 days	1/26/2023
25	Final Completion	0 days	3/9/2023



**Client/Address:** McKinleyville Community Services District  
 1655 Sutter Road  
 McKinleyville, CA 95519

**Contract/Proposal Date:** May 26, 2020

## Schedule of Charges

**Date:** May 26, 2020

### PERSONNEL COMPENSATION

<b>Classification</b>	<b>Hourly Rate</b>
Engineer-Scientist-Specialist 1 .....	\$140
Engineer-Scientist-Specialist 2 .....	\$150
Engineer-Scientist-Specialist 3 .....	\$170
Engineer-Scientist-Specialist 4 .....	\$190
Engineer-Scientist-Specialist 5 .....	\$205
Engineer-Scientist-Specialist 6 .....	\$215
Engineer-Scientist-Specialist 7 .....	\$235
Engineer-Scientist-Specialist 8 .....	\$250
Engineer-Scientist-Specialist 9 .....	\$250
CAD-Designer .....	\$150
Project Administrator .....	\$110

In addition to the above Hourly Rates, an Associated Project Cost charge of \$6.00 per hour will be added to Personnel Compensation for costs supporting projects including telecommunications, software, information technology, internal photocopying, shipping, and other support activity costs related to the support of projects

### Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective April 17, 2020 through December 31, 2020. After December 31, 2020, invoices will reflect the Schedule of Charges currently in effect.

# McKinleyville Community Services District

## BOARD OF DIRECTORS

June 3, 2020

TYPE OF ITEM: **ACTION**

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**ITEM: E.5**                      **Approve Resolution 2020-12 Authorizing the Acceptance and Recordation of a Grant Deed to Real Property Located in McKinleyville, CA (APN 508-091-037, 508-081-034, 508-031-001 and 506-341-017)**

**PRESENTED BY:**              **Gregory Orsini, General Manager**

**TYPE OF ACTION:**          **Roll Call Vote**

### **Recommendation:**

Staff recommends that the Board approve Resolution 2020-12, **Attachment 2**, authorizing the Board President to execute a Certificate of Acceptance, **Attachment 1** and record the Grant Deed to the Pialorsi real property (located in/near McKinleyville, CA (i.e., Assessor Parcel Nos. 508-091-037, 508-081-034, 508-031-001 and 506-341-017)) from Pialorsi Trust (Seller) to MCSD (Buyer), and complete the real property purchase transaction with a scheduled closing on June 5, 2020.

### **Discussion:**

As the Board is aware, MCSD has executed a purchase and sale agreement with the Pialorsi family trust for the acquisition of real property in/near McKinleyville (i.e., Assessor Parcel Nos. 508-091-037, 508-081-034, 508-031-001 and 506-341-017), and upon which MCSD has historically reclamation by irrigation of treated wastewater. The purchase is being financed by that certain Installment Purchase Contract executed with the CSDA Finance Corporation as authorized by prior Board Resolution 2020-03.1. A Phase 1 environmental assessment has been conducted on the real property and maintenance/use of the property in its existing condition/state is contemplated post sale, as recited in the proposed Resolution 2020-12 (**Attachment 2**). The Resolution will authorize and allow MCSD and Seller to close escrow and record the Grant Deed to the real property, and authorize Board President to execute a Certificate of Acceptance in accord with California Government Code Section 27281 (which requires Board authorization to accept a Deed to real property).

### **Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

### **Fiscal Analysis:**

Acquisition in the amount of the purchase price (\$1,284,000.00) One Million Two Hundred Eighty-four Thousand Dollars for the real property as recited in Resolution 2020-12, financed as noted above.

**Environmental Requirements:**

Phase 1 Environmental Assessment completed.

**Exhibits/Attachments:**

- Attachment 1 – Certificate of Acceptance
- Attachment 2 – Resolution 2020-12

**CERTIFICATE OF ACCEPTANCE OF AN INTEREST IN REAL PROPERTY BY THE**  
**McKINLEYVILLE COMMUNITY SERVICES DISTRICT**  
(Government Code § 27281)

This is to certify that the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_, 2020, from Dolores Pialorsi, Successor Trustee of The Mercedes Pialorsi 1993 Revocable Trust, to McKinleyville Community Services District, a community services district of the State of California, is hereby accepted by the undersigned officer on behalf of the Board of Directors pursuant to authority conferred by resolution of said Board of Directors adopted on June 3, 2020, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

ACCEPTED:

\_\_\_\_\_  
Mary Burke, Board President

**RESOLUTION 2020-12**  
**A RESOLUTION OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT**  
**AUTHORIZING THE ACCEPTANCE AND RECORDATION OF A GRANT DEED TO REAL**  
**PROPERTY LOCATED IN MCKINLEYVILLE, CA (APN 508-091-037, 508-081-034, 508-031-**  
**001 and 506-341-017).**

**A. WHEREAS,** Dolores Pialorsi, Successor Trustee of The Mercedes Pialorsi 1993 Revocable Trust (“Owner”), owns certain real property in the unincorporated area of the County of Humboldt, commonly known as Pialorsi Dairy, 1300 Anderson Avenue, McKinleyville, California 95519 (APNs 508-091-037, 508-081-034, 508-031-001 and 506-341-017) (“Property”);

**B. WHEREAS,** Owner and McKinleyville Community Services District (“MCSD”) have prepared and negotiated an “Agreement of Purchase and Sale and Joint Escrow Instructions” (the “Agreement”), a copy of which is attached hereto as **Exhibit A**; and

**C. WHEREAS,** The Board of Directors of MCSD voted unanimously to enter into and execute the Agreement at its regularly scheduled Board Meeting on February 5, 2020; and

**D. WHEREAS,** Government Code § 61060(d) authorizes MCSD to acquire any real property within or outside the district; and

**E. WHEREAS,** The total purchase price for the Property shall be One Million Two Hundred Eighty Four Thousand Dollars and 00/100 (\$1,284,000.00) (“Purchase Price”), payable by MCSD as follows: A deposit in the amount of \$10,000.00 was deposited into escrow in accordance with the Agreement and the cash balance of the Purchase Price shall be deposited into escrow prior to Close of Escrow; and

**F. WHEREAS,** On March 4, 2020, the Board of Director of MCSD approved and executed Resolution Nos. 2020-03.1 authorizing MCSD to enter into and execute an Installment Purchase Contract with CSDA Finance Corporation in order to fund the purchase of the Property and improvements to be made to the Property; and

**G. WHEREAS,** Owner will execute a Grant Deed conveying an undivided fee interest in the Property to MCSD a Closing, and MCSD agrees to accept the Grant Deed from Owner; and

**H. WHEREAS,** MCSD has completed an environmental evaluation of the Property consisting of a Phase I Environmental Site Assessment (and a Phase II Environmental Assessment if deemed necessary), prior to accepting the dedication and a Deed to the Property; and

**I. WHEREAS,** The Property will be used for the purpose of wastewater disposal; and

**J. WHEREAS,** Acquisition of the Property for park, recreation and open space is deemed categorically exempt under the California Environmental Quality Act (“CEQA”), pursuant to Title 14, Article 19, § 15301, Existing Facilities, which allows for the operation and maintenance of existing public facilities with negligible or no expansion of use.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Directors of the McKinleyville Community Services District does hereby adopt the recitals and findings stated above and authorizes and directs the Board President to execute a Certificate of Acceptance of the grant deed appended to this resolution and cause it to be recorded in the official records of Humboldt County, California.

**PASSED, APPROVED AND ADOPTED** this 3<sup>rd</sup> day of June, 2020, by the following roll call vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

\_\_\_\_\_  
**Mary Burke, Board President**

**ATTEST:**

\_\_\_\_\_  
**April Sousa, Board Secretary**



## Exhibit A

### AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

This **AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS** (this “Agreement”) is made as of the 10<sup>th</sup> day of February, 2020 (the “Effective Date”), by and between **Dolores Pialorsi, Successor Trustee of The Mercedes Pialorsi 1993 Revocable Trust** (“Seller”), and **McKinleyville Community Services District** (“Buyer”).

#### RECITALS

**A. WHEREAS**, Seller is the owner of certain real property consisting of approximately 118.16 acres, located in the County of Humboldt, State of California, commonly known as **Pialorsi Dairy, 1300 Anderson Avenue, McKinleyville, California 95519 (APNs 508-091-037, 508-081-034, 508-031-001 and 506-341-017)**, and legally described on **Exhibit A**, attached hereto (the “Property”).

**B. WHEREAS**, Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, all on the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

#### AGREEMENT

**1. PURCHASE AND SALE.** Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions hereinafter set forth in this Agreement.

**2. PURCHASE PRICE.** The total purchase price (“Purchase Price”) for the Property shall be One Million Three Hundred Thousand and No/100 Dollars (\$1,300,000.00), payable by Buyer to Seller as follows:

(a) Within five (5) business days after the Effective Date (the “Effective Date”), Buyer shall deliver to Escrow Holder (as defined in Paragraph 11.1 below), the amount of Ten Thousand U.S. Dollars (U.S.\$10,000.00) (the “Deposit”) by good check or wire transfer of immediately available funds, which shall be deposited by Title Company in an interest-bearing account and held and released in accordance with the terms of this Agreement. Five Hundred Dollars (\$500.00) of the Deposit shall be deemed to constitute the irrevocable property of Seller upon deposit into Escrow (the “Non-Refundable Portion of Deposit”). The Non-Refundable Portion of Deposit shall be deemed to constitute consideration for Buyer’s option to terminate this Agreement at any time during the term of the Due Diligence Period (as defined in Section 5.1 of this Agreement, below). The Seller expressly deems the Non-Refundable Portion of Deposit to constitute adequate consideration in support of the enforceability of this Agreement, in its entirety, in accord with the adequacy of consideration principles discussed in *Steiner v. Thexton*, 48 Cal. 4th 411 (2010).

(b) The balance of the Purchase Price, to wit, One Million, Two Hundred and Ninety Thousand and No/100 U.S. Dollars (\$1,290,000.00), less credits due to Buyer Pursuant to Paragraph 10 below, shall be deposited in Escrow by Buyer prior to Close of Escrow for delivery to Seller by way of wire transfer of immediately available funds at the Close of Escrow.

**3. TITLE / SURVEY.**

3.1 Title. Title to the Property shall be conveyed to Buyer upon the Close of Escrow by a Grant Deed. Prior to the expiration of the Inspection Period, Buyer shall obtain an ALTA title insurance commitment ("Title Commitment") from a national title insurance company of Buyer's choice ("Title Company") and deliver to Seller a written statement (the "Title Objection Notice") of any title exceptions to which Buyer objects ("Title Objections"). Within five (5) business days of receipt of the Title Objection Notice ("Seller's Title Response Date"), Seller shall notify Buyer as to which Title Objections, if any, Seller will cure prior to Close of Escrow (as defined in Paragraph 11.2 below). If Seller does not timely respond to the Title Objection Notice, then Seller shall be deemed to have elected to cure no Title Objections. If Seller does not elect to cure all Title Objections prior to Close of Escrow, then, at the option of Buyer, Buyer may (i) terminate this Agreement by providing written notice of such termination to Seller prior to 5:00 p.m. Pacific Time on the date that is five (5) business days following Seller's Title Response Date, or (ii) proceed to close and take title subject to such Title Objections. In the event of termination as provided herein, the Deposit shall be returned to Buyer, Buyer and Seller shall each pay one-half (1/2) of the escrow costs, and the parties shall have no further rights, duties, liabilities or obligations hereunder, except for those matters that specifically survive termination of this Agreement. Any exceptions to title to which Buyer does not object or which Seller does not agree to cure shall be deemed "Permitted Exceptions".

3.2 Survey. Prior to the expiration of the Inspection Period, if elected by Buyer in Buyer's discretion, Buyer shall obtain a current survey of the Property (or any portion of it selected for survey by Buyer) (the "Survey"), at Buyer's sole cost and expense, and deliver to Seller a written statement (the "Survey Objection Notice") of any matters disclosed by the Survey to which Buyer objects (the "Survey Objections"). Within five (5) business days following Seller's receipt of the Survey Objection Notice ("Seller's Survey Response Date"), Seller shall notify Buyer as to which Survey Objections Seller elects to cure prior to Close of Escrow. If Seller does not timely respond to the Survey Objection Notice, then Seller shall be deemed to have elected to cure no Survey Objections. If Seller does not elect to cure all Survey Objections prior to Close of Escrow, then, at the option of Buyer, Buyer may (i) terminate this Agreement by providing written notice of such termination to Seller prior to 5:00 p.m. Pacific Time on the date that is five (5) business days following Seller's Survey Response Date, or (ii) proceed to close and take title subject to such Survey Objections. In the event of termination as provided herein, the Deposit shall be returned to Buyer, Buyer and Seller shall each pay one-half (1/2) of the escrow costs, and the parties shall have no further rights, duties, liabilities or obligations hereunder, except for those matters that specifically survive termination of this Agreement. All survey matters to which Buyer does not object or which Seller does not agree to cure shall be deemed Permitted Exceptions.

**4. CONTINGENCIES.**

4.1 Buyer's obligation to purchase the Property is subject to the following contingencies described in subparagraphs (a) through (d) below in this Paragraph 4.1 ("Contingencies"). Each and all of the following Contingencies are for the sole benefit of Buyer and may be waived or deemed satisfied by Buyer in Buyer's sole and absolute discretion.

(a) Buyer's inspection and examination of the Condition of the Property (as defined in Paragraph 8.1 below). Buyer shall have access to the Property at reasonable times and shall have the right to conduct, at Buyer's expense, environmental investigations and such other studies with respect to the Condition of the Property as Buyer may desire. Buyer shall have until 5:00 p.m. Pacific Time on the date which is forty-five (45) days following the Effective Date (the "Inspection Period"), to conduct such tests and studies, and to give written notice to Seller of any conditions unacceptable to Buyer. Buyer shall hold and save Seller harmless

Buyer's Initials: AB ; Seller's Initials: LOP

from and against any and all loss, cost, damage, liability, injury or expense, arising out of or in any way related to damage to property, injury to or death of persons, or the assertion of lien claims caused by such entry, inspection and implementation of environmental investigations and other studies with respect to the Condition of the Property. If Buyer elects to terminate this Agreement by reason of failure of the Contingency set forth in this subparagraph (a), Buyer shall promptly upon such election deliver to Seller all written reports, studies and information prepared by third parties for Buyer which pertain to the Condition of the Property.

(b) Buyer's determination that zoning and other governmental regulations affecting the use of the Property are satisfactory for Buyer's intended use. Prior to expiration of the Inspection Period, Buyer shall make such determination and give written notice to Seller of any zoning or governmental regulations which are unacceptable to Buyer.

(c) Buyer's approval of the Leases and Other Contracts (as defined in Paragraph 6.1.8 below) prior to expiration of the Inspection Period.

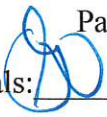

(d) Buyer's approval of the Rent Roll prior to expiration of the Inspection Period.

If Buyer disapproves of the satisfaction of any Contingency within the applicable time period provided above, Buyer's sole remedy shall be to terminate this Agreement and Seller shall have no obligation to remedy any Contingency which Buyer disapproves. If this Agreement terminates as a result of the failure of the satisfaction of any of the Contingencies, all sums and documents deposited in Escrow shall be returned to the parties who respectively deposited the same, and Buyer and Seller shall each pay one-half (1/2) of the Escrow costs, and the parties shall have no further rights, duties, liabilities or obligations hereunder, except for those matters that specifically survive termination of this Agreement.

4.2 If Buyer fails to give written notice to Seller of its disapproval of any Contingency within the respective applicable time limit set forth above in Paragraph 4.1, it shall conclusively be deemed that Buyer has waived such Contingency and such Contingency shall conclusively be deemed satisfied.

4.3 Buyer acknowledges that a portion of the Property is under lease to a tenant, who subleases to a subtenant. The lease concerns both a farm house and agricultural land, with a combined monthly lease payment of \$4,000.00. The tenant (Raymond Christie) is in arrears of approximately \$28,000.00 as of September 1, 2019. The lease is a verbal month to month lease. The purchase of the Property is **not** contingent on Seller evicting the tenant or subtenant. Buyer shall be solely responsible for evicting the tenant following Close of Escrow. In the event that Buyer collects any rent from the tenant or subtenant after Closing, those sums shall be applied in the following order: (1) first, to Buyer's legal fees and costs incurred in recovering possession of the Property and rents; (2) second, to Buyer's recovery of post-closing "holdover" rents (if any); and (c) third, to Seller for rent arrears owed to Seller accrued up to and at the Close of Escrow.

4.4. Buyer acknowledges that a mobile home exists on the Property and that Seller has disclosed to Buyer that said mobile home is owned by Bruno Pialorsi, who is the brother of successor trustee Dolores Pialorsi, and is also a beneficiary of The Mercedes Pialorsi 1993 Revocable Trust, and that there is a tenant currently occupying said mobile home. The purchase of the Property is **not** contingent on Seller removing the mobile home or evicting the mobile home tenant or producing a certificate of registration or other proof of ownership of said mobile home. However, Seller agrees within five (5) days from the Effective Date to deliver a letter to the current occupant of the mobile home a Sixty (60) Day Notice to Terminate the lease and vacate the mobile home. Seller shall also execute any and all documents provided by Buyer to Seller, that may be required to transfer title to the mobile home to Buyer. Seller represents, and Buyer acknowledges, that Seller

Buyer's Initials: ; Seller's Initials:   
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does not have any title or proof of ownership documents in Seller's possession, and is under no duty to obtain or otherwise provide same to Buyer.

**5. EXCHANGE.** Buyer and Seller acknowledge that Seller shall have the right to cause this Agreement to be modified so that Seller may effectuate an exchange under the Internal Revenue Code of 1954, and the California Revenue and Taxation Code. Seller shall exercise its right to modify this Agreement by giving Buyer written notice by no later than thirty (30) calendar days prior to the date scheduled for the close of Escrow. Buyer shall bear no additional cost, expense or liability (whether actual or contingent) as a result of the exchange transaction and shall not be required to take title to any other property as part of such exchange transaction. If the parties to this Agreement are unable to agree as to the terms of the modification of this Agreement to allow Seller to exchange the Property on or before the Close of Escrow, the Close of Escrow shall take place as if the Seller had not exercised its right to exchange the property for other property.

**6. REPRESENTATIONS AND WARRANTIES BY SELLER.**

6.1 Seller makes the representations and warranties in this Paragraph 6, each and all of which shall survive any and all inquiries and investigations made by Buyer and shall survive the Close of Escrow and recordation of the Grant Deed.

6.1.1 Dolores Pialorsi is the Successor Trustee of The Mercedes Pialorsi 1993 Revocable Trust and has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. Seller, and the specific individual party signing this Agreement on behalf of Seller, represents and warrants that the party signing this Agreement on behalf of the Seller has the full legal power, authority and right to execute and deliver this Agreement.

6.1.2 To the best of Seller's knowledge, neither the entering into this Agreement nor the performance of any of Seller's obligations under this Agreement will violate the terms of any contract, agreement or instrument to which Seller is a party.

6.1.3 Seller has not been served (by means of formal, legal service of process as required by law) or formally notified in writing by any governmental or quasi-governmental authority (i) that the Property or any adjoining property, contains or may contain any "Hazardous Materials" in violation of any "Environmental Regulations" (as those terms are defined in this Paragraph 6.1.3, below); or (ii), to the best of Seller's personal knowledge, that the Seller has stored, used or maintained Hazardous Materials or suffered, permitted, allowed or acquiesced in any storage, use or maintenance of Hazardous Materials on, in or under the Property in violation of any Environmental Regulations. However, notwithstanding any of the representations and warranties made by Seller herein, Buyer acknowledges that the Property was operated as a working dairy ranch, for other agricultural use, and incidental residential use, by Seller's family and their predecessors, and Seller makes no representations or warranties as to any acts or failures to act by such persons/entities that are outside of Seller's own personal knowledge. This disclaimer also includes any runoff of "Hazardous Materials" that may have occurred via the Mad River and/or Mill Creek, both of which portions of the Property are adjacent to subject to runoff therefrom; and also includes local power transmission lines and appurtenances thereto that run through the Property. Seller also herein discloses, and Buyer acknowledges and accepts, that a local agency, believed to have been the Humboldt County Department of Environmental Health, requested that certain barrels of oil and an above-ground fuel tank be removed from the Property and lawfully disposed of, and that such removal and lawful disposal occurred – all believed to have occurred approximately 5-7 years ago, and it is believed that the local agency signed off on these issues at that

time. As used in this Agreement, the terms “Environmental Regulations” and “Hazardous Materials” shall have the following meanings:

(a) “Environmental Regulations” shall mean all applicable statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, and similar items, of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial and administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation: (i) all requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials, whether solid, liquid or gaseous in nature, into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, whether solid, liquid or gaseous in nature; and (ii) all requirements pertaining to the protection of the health and safety of employees or the public.

(b) “Hazardous Materials” shall mean (i) any flammables, explosive or radioactive materials, hazardous wastes, toxic substances or related materials including, without limitation, substances defined as “hazardous substances,” “hazardous materials,” “toxic substances” or “solid waste” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, [42 U.S.C. Sec. 9601, et seq.](#); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Toxic Substances Control Act, [15 U.S.C., Section 2601 et seq.](#); the Resource Conservation and Recovery Act of 1976, [42 U.S.C. Section 6901 et seq.](#); and in the regulations adopted and publications promulgated pursuant to said laws; (ii) those substances listed in the United States Department of Transportation Table ([49 C.F.R. 172.101](#) and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto); (iii) those substances defined as “hazardous wastes,” “hazardous substances” or “toxic substances” in any similar federal, state or local laws or in the regulations adopted and publications promulgated pursuant to any of the foregoing laws or which otherwise are regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States of America, the State of California or any political subdivision thereof, (iv) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended; (v) petroleum or any by-products thereof; (vi) any radioactive material, including any source, special nuclear or by-product material as defined at [42 U.S.C. Sections 2011 et seq.](#), as amended, and in the regulations adopted and publications promulgated pursuant to said law; (vii) asbestos in any form or condition; and (viii) polychlorinated biphenyls.

6.1.4 The term “Leases” means all written agreements between Seller and all parties having rights to occupy or possess the Property (including leases, amendments to leases, assignments of leases and modifications to leases). Within ten (10) days following the Effective Date, Seller shall deliver to Buyer (i) true and complete copies of all the Leases; and (ii) a schedule of all Leases as of the Effective Date listing all Leases, the duration of each, the then current rental payable under each, schedules of any prepaid rent and security deposits and certain other information respecting each such Lease (“Rent Roll”). Except as set forth in the Rent Roll, or otherwise disclosed in the Leases delivered to Buyer, or

otherwise disclosed to Buyer in this Agreement, there are no other Leases in force as of the date of this Agreement, and no person, other than (i) the tenants named in the Leases; and (ii) those parties who have rights under any Permitted Exception, have any right to use, occupy or possess the Property or any portion thereof. Notwithstanding anything to the contrary herein, Buyer acknowledges that, in the event of any discrepancy between the Rent Roll and the terms and conditions of the Leases, the terms and conditions of the Leases shall control and Seller disclaims any and all representations and warranties, express or implied, relating to any information contained in the Rent Roll which contradicts the terms and conditions of the Leases. Buyer will review and rely solely on the terms and conditions of the Leases to assess scope and extent of any Lease obligations. From and after the Effective Date, Seller shall not enter into any new Leases, and no Lease will be modified or amended, without Buyer's prior written consent, which consent shall not be unreasonably withheld.

6.1.5 Until the Close of Escrow, the Property will continue to be operated in substantially the same manner as operated as of the Effective Date. Seller will not do or cause anything to be done that would change, alter or modify the operation of the Property without the prior written consent of Buyer.

6.1.6 Seller has neither engaged nor dealt with any broker or finder in connection with the sale contemplated by this Agreement. Seller shall pay, and shall hold Buyer harmless from and against, any commission or finder's fee payable to any agent or broker who represents or claims to represent Seller.

6.1.7 Seller will not alter the physical condition of the Property from and after the date of this Agreement, reasonable wear and tear excepted. If, through no fault of Seller, the physical condition of the Property is different on the date scheduled for the Close of Escrow as of the date of this Agreement, the terms and conditions of Paragraph 6.2, below shall apply.

6.1.8 The term "Other Contracts" shall mean all contracts or agreements, in addition to the Leases, affecting or relating to the ownership, operation, maintenance or construction of the Property for the past three (3) years (collectively "Other Contracts"). Within ten (10) business days following the Effective Date, Seller shall deliver to Buyer true and complete copies of all the Other Contracts.

6.1.9 Within ten (10) days following the Effective Date, Seller shall deliver to Buyer a completed California form Seller Property Questionnaire and Transfer Disclosure Statement, the accuracy of which is and shall be deemed represented and warranted by Seller as true and correct.

6.2 If, prior to the Close of Escrow, new events have occurred which were beyond the control of Seller and which render any previously true representation or warranty untrue, Seller shall, within three (3) days thereafter, disclose those matters by written notice to Buyer. Buyer shall have ten (10) days after the earlier of (i) such disclosure; or (ii) Buyer's independent discovery that such representation or warranty has become untrue, to elect, in its sole and absolute discretion, and as its sole remedy, by written notice to Seller within said ten (10) day period, whether (1) to purchase the Property or (2) terminate this Agreement. If Buyer elects to terminate this Agreement pursuant to this Paragraph 6.2, Escrow shall immediately terminate upon Seller's receipt of Buyer's notice of election to terminate this Agreement and all sums and documents deposited in Escrow shall be returned to the parties who deposited the same and Seller and Buyer shall each pay one-half (1/2) of Escrow costs. If Buyer fails to notify Seller and Escrow Holder of its election to terminate this Agreement within said ten (10) day time period provided above, Buyer shall be deemed to have accepted the modified representations and warranties and elected to purchase the Property.

6.3 Other than those express representations and warranties contained in Paragraphs 6.1 through 6.2 of this Agreement, above, Seller makes **no** warranty or representation, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose, and all such other warranties are expressly disclaimed.

6.4 Except to the extent Seller has made a specific representation and warranty with respect thereto, no document or information provided by Seller to Buyer shall constitute a representation as to the completeness or accuracy of such documents or information.

6.5 For the purposes of this Agreement, the terms "Seller's knowledge" and "Seller's personal knowledge" shall be defined as, and deemed limited to, the knowledge and/or personal knowledge of Dolores Pialorsi, in her capacity as an agent for Seller.

**7. REPRESENTATIONS AND WARRANTIES BY BUYER.**

7.1 Buyer makes the following representations and warranties in this Paragraph 7, each and all of which shall survive any and all inquiries and investigations made by Seller and shall survive the Close of Escrow and recordation of the Grant Deed.

7.1.1 Each and all of the information, including without limitation the Lending Commitment and any financial statement, delivered by Buyer to Seller is true and correct.

7.1.2 Buyer has neither engaged nor dealt with any broker or finder in connection with the sale contemplated by this Agreement. Buyer shall pay any commission or finder's fee payable to any other party who represents or claims to represent Buyer.

7.1.3 Buyer is a community services district duly organized, validly existing and in good standing under the laws of the State of California, and has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The Buyer, and the specific, individual parties signing this Agreement on behalf of Buyer represent and warrant that the parties signing this Agreement on behalf of the Buyer have the full legal power, authority and right to execute and deliver this Agreement.

7.1.4 Buyer has made or will make its own investigation concerning the Condition of the Property (as said term is defined in Paragraph 8.1 of this Agreement, below), the condition of title or any other matter pertaining to the Property, and, other than the specific representations and warranties made by Seller pursuant to Paragraphs 6.1 through 6.2 of this Agreement, above, Buyer is not relying on any representations, warranties or inducements of Seller or Seller's broker with respect to the Condition of the Property.

**8. "AS-IS" SALE; ASSUMPTION OF RESPONSIBILITIES.**

8.1 "As Is" Sale. Buyer and its representatives, prior to the Close of Escrow, will have been afforded the opportunity to make such inspections of the Property and matters related thereto as Buyer and its representatives desire, including, without limitation, governmental laws and regulations and actions to which the Property is subject, and Buyer shall accept the Property upon the basis of its review and determination of the applicability and effect of such laws and regulations (the "Condition of the Property"). Buyer acknowledges and agrees that the Property is to be sold and conveyed to and accepted by Buyer in an "AS IS" condition with





prevail. Upon delivery to Escrow of a fully executed copy of this Agreement by both parties, Escrow shall be deemed opened on the terms and conditions set forth in this Agreement.

11.2 Escrow shall close, and the Grant Deed shall be recorded in the Office of the County Recorder of Humboldt County, California on or before the date which is sixty (60) days following the expiration of the Inspection Period (“Close of Escrow”).

11.3 Within the time set forth below, or if none is specified, prior to the Close of Escrow, Seller shall deliver to Escrow Holder, or if so indicated, to Buyer, the following documents and items:

(a) At least one (1) day prior to the Close of Escrow, the duly executed and acknowledged Grant Deed.

(b) At least one (1) day prior to the Close of Escrow, an executed and acknowledged General Assignment and Bill of Sale in the form of **Exhibit B**, evidencing the assignment to Buyer of all of Seller's right, title and interest in and to all personal property, if any, owned by Seller and located at the Property, the Leases, Other Contracts, appurtenances and general intangibles related to the Property.

(c) At least one (1) day prior to Close of Escrow, Seller shall deliver such certifications, declarations or other documents as may be required under [Internal Revenue Code §1445](#) and [California Revenue and Tax Code §18662](#), together with any and all other documents required by law pertaining to foreign or out-of-state sellers.

(d) To Buyer at the location of the Property, at Close of Escrow, all original executed counterparts of each Lease.

(e) To Buyer, upon Close of Escrow, one (1) executed letter addressed to all the tenants of the Property advising them of the consummation of the purchase and sale of the Property and directing the tenants to pay the post-Close of Escrow rent and other post-Close of Escrow charges due under the Leases to Buyer.

(f) To Buyer, at the location of the Property, at Close of Escrow, all keys to the Property, adequately and properly labeled.

11.4 Buyer shall deliver to Escrow Holder prior to the Close of Escrow the balance of the cash portion of the Purchase Price set forth in Paragraph 2, together with an additional sum sufficient to cover Buyer's closing costs as set forth in Paragraph 11.7.2, below.

11.5 On the Close of Escrow, the Escrow Holder shall record the Grant Deed and shall deliver the monies and instruments to which each party is entitled pursuant to this Agreement, only when the Title Company is in a position to issue its ALTA policy of title insurance subject only (i) to the Permitted Exceptions; and (ii) Title Company's standard pre-printed exceptions, with liability in the amount of the Purchase Price, showing title to the Property vested in Buyer (or as designated by Buyer) (“Title Policy”).

11.6 Upon Close of Escrow, possession of the Property shall be delivered to Buyer subject to the Permitted Exceptions and all rights of tenants under the Leases, and the following items, documents and monies shall be delivered to the parties by Escrow Holder as set forth below:

(a) To Seller: the cash portion of the Purchase Price as set forth in Paragraph 2, reduced by the amount of Seller's closing costs as set forth in Paragraph 11.7.1, below.

(b) To Buyer: the Title Policy.

11.7 Upon Close of Escrow, Escrow and title charges shall be paid in the manner provided below.

11.7.1 Seller shall pay:

- (a) The cost of the Title Policy;
- (b) One-half (1/2) the cost of any and all documentary transfer tax or stamps or other sales tax; and
- (c) One-half (1/2) of the Escrow fees.

11.7.2 Buyer shall pay:

- (a) All recording fees; and
- (b) One-half (1/2) the cost of any and all documentary transfer tax or stamps or other sales tax; and
- (c) One-half (1/2) of the Escrow fees.

11.8 If Escrow fails to close as a result of the default of this Agreement by a party, the defaulting party shall pay all title and escrow charges; provided, however, that nothing in this Paragraph 11.8 shall be deemed to limit, and the provisions of this Paragraph 11.8 shall be in addition to, all other rights and remedies of the non-defaulting party pursuant to this Agreement.

11.9 Escrow Holder is authorized and instructed to debit Seller for Seller's closing costs as set forth in Paragraph 11.7.1, above.

## 12. PRORATIONS AND POST-CLOSING OBLIGATIONS.

12.1 Prorations shall be made as of the Close of Escrow. All prorations shall be made on the basis of a thirty (30) day month and shall be paid in cash to Seller if it is entitled thereto, or shall be credited against the cash portion of the Purchase Price if Buyer is entitled thereto. Such prorations shall be made by Escrow Holder on the basis of a statement(s) approved by Buyer and Seller and deposited into the Escrow prior to the Close of Escrow. The date used for prorations is hereinafter referred to as the "Proration Date."

(a) All real estate taxes and all personal property taxes due and owing as of the Proration Date, and all penalties and interest thereon, shall be paid by Seller. Current real estate taxes, special assessments and personal property taxes which are not yet due and owing shall be prorated based upon the most recent tax bill, so that the portion of current taxes allocable to the period from the beginning of such tax year through the Proration Date shall be charged to and paid by Seller and the portion of the current taxes allocable to the portion of such tax year from the Proration Date to the end of such tax year shall be charged to and paid by Buyer.



14.2 If Seller receives written notice from a condemning authority advising of a condemnation of all or any portion of the Property ("Condemnation Notice"), Seller shall immediately advise Buyer of same in writing and deliver therewith a copy of the Condemnation Notice. Within ten (10) days after Buyer's receipt of the Condemnation Notice, Buyer shall notify Seller of its election to either (i) terminate this Agreement and the Escrow or (ii) purchase the Property. If Buyer elects to terminate this Agreement, Escrow shall immediately terminate upon Seller's receipt of Buyer's notice of election to terminate this Agreement and Escrow Holder shall thereupon promptly return all documents, items and monies in its possession to the party who shall have deposited same with Escrow Holder. In the event of such termination, each party shall pay one-half (1/2) of the Escrow fees. If Buyer elects to purchase the Property, Seller shall transfer to Buyer at the Close of Escrow all proceeds from condemnation or Seller's right to receive all such proceeds. If Buyer fails to notify Seller of its election under this Paragraph 14, Buyer shall be deemed to have elected to purchase the Property.

**15. SURVIVAL OF CLOSE OF ESCROW.** All representations, warranties, covenants, conditions, agreements and obligations contained in or relating to this Agreement shall survive the Close of Escrow and the recordation of the Grant Deed and shall not merge therein unless specifically stated otherwise in this Agreement.

**16. NOTICES.** All notices to be given pursuant to this Agreement shall be either (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) overnight courier (such as Federal Express, DHL, etc.); (iv) by electronic scan and transfer by e-mail; or (v) by telecopy transmittal. If sent via certified or registered mail, receipt shall be deemed effective forty-eight (48) hours after being deposited in the United States mail. If sent via telecopy transmission, a confirming copy shall be sent to the sender, and receipt of the telecopy transmittal shall be deemed effective at the time the telecopy is transmitted from the location where the transmission originates. If sent via overnight courier, receipt shall be deemed effective twenty-four (24) hours after the sending thereof. If sent via electronic scan and transfer by e-mail, receipt shall be deemed effective at the time the e-mail correspondence is transmitted from the location where the transmission originates; if the electronic scan and transfer by e-mail occurs on a Saturday, Sunday or Holiday (recognized by the California State Legislature), the transmission will not be deemed delivered until the next following business day. All notices to be given pursuant to this Agreement shall be given to the parties at the following respective address.

To Seller: Dolores Pialorsi, Trustee  
11560 Moorpark Street, Unit 103  
Studio City, CA 91602  
[pialorsi@pacbell.net](mailto:pialorsi@pacbell.net)

With copy to: Tim Wykle  
Mathews, Kluck, Walsh & Wykle, LLP  
100 M. Street  
Eureka, CA 95501  
[tjwykle@mkwwlaw.com](mailto:tjwykle@mkwwlaw.com)

To Buyer: McKinleyville Community Services District  
Attn: General Manager  
1656 Sutter Road  
P.O. Box 2037  
McKinleyville, CA 95519  
Telephone: (707) 839-3251

Facsimile: (707) 839-5964  
Email: [mcsdgm@mckinleyvillecsd.com](mailto:mcsdgm@mckinleyvillecsd.com)

With copy to: Russell S. Gans  
The Mitchell Law Firm  
426 First Street  
Eureka, CA 95501  
E-mail: [rgans@mitchelllawfirm.com](mailto:rgans@mitchelllawfirm.com)

**17. ENTIRE AGREEMENT.** This Agreement, and the Exhibits attached hereto, represent the entire Agreement between the parties in connection with the transactions contemplated hereby and the subject matter hereof and this Agreement supersedes and replaces any and all prior and contemporaneous agreements, understandings and communications between the parties, whether oral or written, with regard to the subject matter hereof. There are no oral or written agreements, representations or inducements of any kind existing between the parties relating to this transaction which are not expressly set forth herein. This Agreement may not be modified except by a written agreement signed by both Buyer and Seller. Without limiting the foregoing, Buyer and Seller expressly acknowledge and agree that they have not relied on any written or oral statements made by the other party's real estate broker in entering into this Agreement.

**18. BINDING EFFECT AND ASSIGNMENT.**

18.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, administrators, successors in interest and assigns.

18.2 Buyer shall have the right to freely assign its rights and interest in this Agreement, provided that any such assignee first executes a counterpart of this Agreement agreeing to abide by, observe and perform all obligations of Buyer stated in this Agreement. Furthermore, any such assignment shall not exonerate Buyer from its obligations under this Agreement, and Buyer, jointly along with Buyer's assignee, shall remain obligated to Seller to abide by, observe and perform all obligations of Buyer stated in this Agreement.

**19. WAIVER.** No waiver by any party at any time of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision herein or a consent to any subsequent breach of the same or another provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.

**20. CAPTIONS AND HEADINGS.** The captions and paragraphs numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe, or describe the scope or intent of this Agreement.

**21. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

**22. GOVERNING LAW.** This Agreement has been prepared, negotiated and executed in, and shall be construed in accordance with, the laws of the State of California. Any action or proceeding relating to or arising out of this Agreement shall be filed, if a State action, in the Superior Court of the State of California for the

County of Humboldt, or if a Federal action, in the District of the United States District Court in which the Property is located.

**23. ATTORNEYS FEES.** If either party named herein brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action (or proceeding), on trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the Court.

**24. TIME OF ESSENCE.** Time is of the essence with respect to all matters contained in this Agreement.

**25. DATE OF AGREEMENT.** All references in this Agreement to the "Effective Date", "the date of this Agreement" or "the date hereof" shall be deemed to refer to the date set forth in the first paragraph of this Agreement.

**26. INVALIDITY OF ANY PROVISION.** If any provision (or any portion of any provision) of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions (or the balance of such provision) shall not be affected thereby.

**27. NO RECORDATION.** Buyer shall not record this Agreement, any memorandum of this Agreement, any assignment of this Agreement, or any other document which would cause a cloud on the title to the Property.

**28. DRAFTING OF AGREEMENT.** Buyer and Seller acknowledge that this Agreement has been negotiated at arm's length, that each party has been represented by independent counsel and that this Agreement has been drafted by both parties and no one party shall be construed as the draftsperson.

**29. NO THIRD PARTY BENEFICIARY RIGHTS.** This Agreement is entered into for the sole benefit of Buyer and Seller and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

**30. INCORPORATION OF EXHIBITS.** Each and all of the exhibits attached to this Agreement are incorporated herein as if set forth in full in this Agreement.

**31. COVENANTS OF SELLER.**

31.2 Contracts. Between the Effective Date and the expiration of the Inspection Period, (i) Seller will keep Buyer informed of any new Contracts that are entered into by Seller or any amendments or modifications to the existing Contracts, which new Contracts or modifications will survive Close of Escrow or otherwise affect the use, operation or enjoyment of the Property after Close of Escrow (collectively, "New Contracts"), and (ii) Buyer shall have no right to consent to the terms or conditions of any such New Contracts or amendments or extensions thereto; provided, however, that Seller shall not enter into a New Contract which does not provide for termination upon thirty (30) days written notice. Without limiting the generality of the foregoing, Seller will provide Buyer with copies of all New Contracts. Subsequent to the expiration of the Inspection Period, and continuing until the Close of Escrow, Seller will not enter into any New Contracts without Buyer's prior written consent, which consent may be withheld in Buyer's sole and absolute discretion. Until the expiration of the Inspection Period, Buyer shall have the right to deliver notice to Seller specifying any Other Contracts which Buyer does not wish to assume ("Disapproved Contracts") pursuant to the Assignment attached as **Exhibit B** hereto. Seller shall provide written notice of termination to those applicable third parties

with respect to such Disapproved Contracts on or before the Close of Escrow. If Buyer fails to provide such notice to Seller, Buyer will be deemed to have agreed to assume all of the current Other Contracts.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date set forth in the first paragraph of this Agreement.

**SIGNATURES**

SELLER: The Mercedes Pialorsi 1993 Revocable Trust

BY: *Dolores Pialorsi, Successor Trustee*  
DOLORES PIALORSI, SUCCESSOR TRUSTEE

BUYER: McKinleyville Community Services District

BY: *Gregory Orsini*  
GREGORY ORSINI, GENERAL MANAGER

**SCHEDULE OF EXHIBITS**

- Exhibit A     Legal Description
- Exhibit B     Bill of Sale and General Assignment

**EXHIBIT A**  
**Legal Description**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF HUMBOLDT, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

**TRACT A**

**PARCEL ONE:**

All that portion of the Northeast Quarter of Section 12, in Township 6 North, of Range 1 West of Humboldt Base and Meridian that lies on the North side of Mad River.

**PARCEL TWO:**

The right to take and use upon the before described lands, surplus water from the water system of Humboldt Northern Railway Company, supplied from Fish's Mill Creek in Section 6, Township 6 North, Range 1 East, Humboldt Base and Meridian, as provided in Deed by Humboldt Northern Railway Company to Fred O. Hinckley and Martha J. Hinckley, dated May 28, 1936 and recorded in the Recorder's Office of Humboldt County, California in Book 224, Page 16 of Deeds, and subject to the limitations mentioned in said Deed.

A.P. No.: 506-341-017

**TRACT B**

That portion of the Northeast Quarter of Northwest Quarter of Section 7, in Township 6 North of Range 1 East, Humboldt Base and Meridian, lying within the following boundaries:

BEGINNING at the Northwest corner of said Northeast Quarter of Northwest Quarter of Section 7; running thence East on the Section line to a point 4.43 chains West of the Quarter Section corner on the North line of said Section;  
thence South, 11.33 chains, more or less, to Mill Creek;  
thence Southwesterly down Mill Creek to Mad River and Westerly down Mad River to the West line of said Northeast Quarter of Northwest Quarter of Section 7;  
thence North along Subdivision line, to the point of beginning.

ALSO the Northwest Quarter of the Northwest Quarter of Section 7, in Township 6 North, Range 1 East; Humboldt Base and Meridian.

EXCEPTING THEREFROM that portion thereof which lies South of Mad River.

ALSO EXCEPTING THEREFROM that portion thereof conveyed to the State of California by Deed recorded December 3, 1962 under Recorder's Serial No. 20196, in the Office of the County Recorder of said County.

A .P. No.: 508-031-001

**TRACT C**

That portion of the South Half of the Southwest Quarter of Section 6, Township 6 North, Range 1 East, Humboldt Meridian, described as follows:

BEGINNING at the Southwest corner of said Section; and running



thence East, 1650 feet to the West line of fee property conveyed to Alice Brown by Deed recorded April 29, 1921 In Book 154, Page 101 of Deeds, Humboldt County Records;  
thence North along said last mentioned line North 0 degrees 53 minutes West, 731.67 feet, more or less, to the Southeast corner of land conveyed to Dalton J. Engleberg and wife by Deed recorded December 2, 1949, under Recorder's Serial No. 10965, Humboldt County Records;  
thence North 89 degrees 56 minutes 30 seconds West along the South line thereof 799.01 feet to the Southwest corner of said last mentioned property, said point being in the center of the County Road as described in Deed to the County of Humboldt recorded in Book 285. Page 337 of Deeds, Humboldt County Records;  
thence North 0 degrees 53 minutes West along said last mentioned line, 272.62 feet, more or less, to the Southeast corner of land conveyed to L. E. Baldwin and wife by Deed recorded June 15, 1948, under Recorder's Serial No. 5942, Humboldt County Records;  
thence West along fee South line thereof; 860.37 feet to the West line of said Section 6;  
thence South along said last mentioned line, 1004.48 feet, more or less, to fee point of beginning.

ALSO the right to drain any or all surface water from the above described land into the head of a creek on the land formerly owned by William Bugenig in said Section 6, being about 50 rods in a Northeasterly direction from the center of the Southwest Quarter of said Section 6, being the same right granted to Joseph A. Aggeler by William Bugenig by Deed dated March 25, 1904 and recorded in Book 91, Page 330 of Deeds, in the Recorder's Office of Humboldt County, California.

EXCEPTING that portion thereof described by Deed from Mercedes Pialorsi to the Humboldt Bay Wastewater Authority, recorded January 20, 1977 in Book 1390 of Official Records, Page 557, under Recorder's Serial No. 1356, Humboldt County Records.

A.P. NO.: 508-091-037

**TRACT D**

That portion of the East Half of the Southwest Quarter of Section 6, Township 6 North, Range 1 East, Humboldt Meridian, described as follows:

BEGINNING at a point on the South line of said Section 6 at a point distant thereon 25 chains East of the Southwest corner thereof;  
thence North 1401.66 feet to the Northerly terminus of Course (7) of Parcel One in the Deed from William F. Silva and wife to the State of California recorded June 17, 1964, in Book 792 of Official Records, Page 488, under Recorder's Serial No. 10551, Humboldt County Records;  
thence along said Course (7) South 15 degrees 18 minutes East, a distance of 605.31 feet to the Northerly terminus of Course (6) of Parcel One in said Deed to the State of California;  
thence along said course from tangent that bears South 15 degrees 18 minutes East along a curve to the left with a radius of 2110 feet, through an angle of 25 degrees 28 minutes 24 seconds, a distance of 938.09 feet to the South line of said Section 6;  
thence West along said South line, a distance of 584 feet, more or less, to the point of beginning.

A.P. No.: 508-081-034

**EXHIBIT "B"**

**BILL OF SALE AND GENERAL ASSIGNMENT**

This Bill of Sale and General Assignment is made effective as of \_\_\_\_\_, 2020 by and between \_\_\_\_\_ ("Assignor"), and \_\_\_\_\_ ("Assignee").

**WITNESSETH**

Seller and Buyer entered into that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated as of \_\_\_\_\_, 20\_\_ (the "Agreement"), respecting the sale of certain real property located in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, more particularly described in Exhibit A attached hereto (the "Real Property").

Under the Agreement, Seller is obligated to transfer an assign to Buyer any and all of Seller's right, title and interest in and to all the "Leases", "Deposits", "Contracts", "Permits", "Warranties" and "Personalty", as such terms are defined below.

NOW, THEREFORE, as of the "Closing" (as defined in the Agreement) (the "Effective Date"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to Buyer all of Seller's right, title and interest, if any and to the extent Seller owns, holds or possesses any right, title or interest, in and to the following:

- (a) The contracts described in Schedule 1 ("Contracts");
- (b) All of Seller's interest in and to all federal, state and local governmental consents, waivers, authorizations, licenses, approvals and permits required for the occupancy, management, leasing, maintenance and operation of the Real Property ("Permits");
- (c) All guaranties or warranties given relating to the improvements or equipment installed in or on the Real Property ("Warranties");
- (d) All equipment, fixtures and all other tangible personal property located on, affixed to or used in connection with the Real Property and any and all intangible rights and property owned by Seller and used in connection with the Real Property, including, without limitation, the name \_\_\_\_\_. ("Personalty");
- (e) The existing leases of any of the Real Property or improvements thereon described on the rent roll in Schedule 2 attached hereto; and
- (f) All security deposits described in Schedule 3 attached hereto ("Deposits").

Assignee accepts the Contracts, Personalty, Warranties, Leases and Deposits and assumes all obligations under Contracts and Leases first arising on and after the Effective Date and all obligations to the tenants under the Leases with respect to return of the Deposits pursuant to such Leases.

Exhibit A and Schedules 1 through 3 are hereby incorporated herein by this reference. This Assignment is binding upon and inures to the benefit of Assignor and Assignee and their respective heirs, executors,

administrators, successors and assigns. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this instrument as of the above date.

ASSIGNOR:

\_\_\_\_\_, a \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

\_\_\_\_\_, a \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# McKinleyville Community Services District

## BOARD OF DIRECTORS

June 3, 2020

TYPE OF ITEM: **ACTION**

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**ITEM: E.6**                      **Consider Approval of Proposal of Fedak & Brown to provide Audit Services for FY2019-20, FY2020-21, and FY2021-22**

**PRESENTED BY:**              **Colleen M. R. Trask, Finance Director**

**TYPE OF ACTION:**          **Roll Call Vote**

### **Recommendation:**

Staff recommends that the Board review the information provided including the recommendation by the Audit Committee, discuss, take public comment, declare Fedak & Brown, LLP most qualified and authorize the General manager to execute a Professional Services Agreement based on the proposal submitted by Fedak & Brown, LLP, Attachment 1, not to exceed \$75,619 for auditing FY2019-20, FY2020-21, and FY2021-22, with the potential to extend the existing contract for two optional years.

### **Discussion:**

The District's main contract for auditing services ended in February of 2020 with the presentation of the FY2018-19 audit to the Board. An RFP was distributed to a list of California firms and three proposals were received. Those proposals were evaluated by the Audit Committee, General Manager Orsini, incoming General Manager Kaspari, and the Finance Director. Each proposal was scored on technical elements. The results were averaged for each submittal. The proposal from Fedak & Brown, LLP had the highest average score on all elements and Fedak & Brown, LLP were determined to be most qualified.

### **Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

### **Fiscal Analysis:**

Contract total of \$75,619 over three years. The amount budgeted for the current fiscal year and for FY2020-21 are sufficient to this cost. However, the total amount over the life of the contract exceeds the General Manager's discretionary spending limit.

### **Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

- Attachment 1 – Fedak & Brown, LLP Audit Proposal
- Attachment 2 – MCSD 2020 Audit RFP Evaluations Summary

# McKINLEYVILLE COMMUNITY SERVICES DISTRICT

## Proposal to Provide Audit Services For the Years Ending June 30, 2020—2022 (Optional Years 2023—2024)

6081 Orange Avenue  
Cypress, California 90630

1945 Chicago Avenue, Suite C-1  
Riverside, California 92507

**Phone:** (657) 214-2307  
**Email:** [chris@fedakbrownllp.com](mailto:chris@fedakbrownllp.com)  
[andy@fedakbrownllp.com](mailto:andy@fedakbrownllp.com)  
[chuck@fedakbrownllp.com](mailto:chuck@fedakbrownllp.com)

California BOA License Number: 7723



**Certified  
Public  
Accountants**



**Consultants  
& Advisors**



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Charles Z. Fedak, CPA, MBA  
Christopher J. Brown, CPA, CGMA  
Andy Beck, CPA

## Fedak & Brown LLP

Certified Public Accountants

Cypress Office:  
6081 Orange Avenue  
Cypress, California 90630  
(657) 214-2307  
FAX (714) 527-9154

Riverside Office:  
1945 Chicago Avenue, Suite C-1  
Riverside, California 92507  
(951) 783-9149

March 25, 2020

Audit Committee  
McKinleyville Community Services District  
1656 Sutter Road  
McKinleyville, California 95519-2037

### **Re: Request for Proposal for Annual Audit Services**

Dear Committee Members:

We appreciate the opportunity to submit our proposal to provide annual audit services for the McKinleyville Community Services District (District) for the fiscal years ending June 30, 2020 through June 30, 2022, and optional years 2023 and 2024.

In response to your inquiry of Fedak & Brown LLP (Firm), we have prepared a proposal that reflects our understanding of the District's audit service requirements and that demonstrates our capability and commitment to serve. Our goal is to build a strong a partnership with the District and demonstrate the highest levels of client service.

We understand that you expect a timely audit service conducted in a professional manner in accordance with audit service standards specific to governmental entities such as yours. We are committed to meet all the requirements you have indicated, and we will issue the reports and meet the timing requirements you have requested. We believe we are uniquely qualified to provide the quality and scope of service that the District desires.

### ***Focused on the Special District Industry***

Our client service team members are specialists in the governmental special district sector. This means they each focus a substantial portion of their time serving special district governmental clients. We know and understand your organization and the climate within which you work.

**Our Firm audits over 50 governmental special districts in the State of California; as a result, this enables our Firm to continuously be immersed in the governmental, financial, and operational issues related to special districts.**

### ***Organized to Serve***

Our service approach ensures that the District will receive the highest quality, personalized service when and where you need it. By tailoring our approach, we guarantee that the District will receive timely and attentive service that forms the hallmark of our approach to serving clients. **Our governmental audit and consulting practice accounts for a substantial portion of our Firm's annual services.** Therefore, we have made a substantial commitment and investment to serve our governmental clients.



***Organized to Serve, continued***

While our governmental experience is substantial, it is not the only factor that sets us apart from other firms; moreover, it is the commitment to utilize our resources and experience for the benefit of our clients. **Simply put, the District will become one of our most important clients, and accordingly, will receive the priority service the District requires.**

Our approach to the engagement will be to establish a delivery system for providing a truly exceptional level of service. Each element of that system including staffing, audit approach, communication, and coordination will be examined and refined to fit the needs of the District. The hardest to quantify may be the relationship aspect of working with one professional service firm versus another. Because of the service delivery approach, we are recommending and our history of working with many special district governmental units like the District's, we are confident that our Firm knows how to address the unique needs of the District.

Our staff members assigned to the District are experienced governmental professionals that have managed numerous audit and attest engagements. Each of our staff has extensive experience that allows for a new outlook with innovative suggestions to improve quality and efficiency. We believe that our references will show that we are the best selection for the District. The choice of an audit firm should be based upon several factors including, but not limited to, staff retention, training programs, proactively addressing governmental industry changes, and adherence to a strict quality control program.

We have assisted many of our clients in the completion of their annual Financial Report as well as Comprehensive Annual Financial Reports (CAFR) which may be submitted to the Government Finance Officers Association (GFOA) and California Society of Municipal Finance Officers (CSMFO) for the Annual Awards programs.

We are confident that we will provide the District with consistent staffing over the contract period as the continuity of staff is as important to us as it is to the District. We will be committed to the District and believe that our audit engagement team is the best selection for the District.

Our proposal represents our irrevocable offer for a period of 90 days from the date of this letter to provide audit services to the District for the fiscal years ending June 30, 2020 through June 30, 2022, and optional years 2023 and 2024. You may contact, Christopher J. Brown or Charles Z. Fedak if you have any questions or need additional information. Chris and Chuck will be your primary contacts during the proposal evaluation period. They may be reached at (951) 783-9149 or (657) 214-2307, or by e-mail respectively.

We look forward to hearing from you soon.

Cordially,

*Fedak & Brown LLP*

**FEDAK & BROWN LLP**  
**CERTIFIED PUBLIC ACCOUNTANTS**

# Executive Summary

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## Audit Engagements

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to audits contained in the Government Auditing Standards issued by the Comptroller General of the United States. The audit engagements will be comprised of the following elements:

1. **Audit of the Basic Financial Statements of the District and Assistance in the Preparation of the District's Annual Financial Report;**
2. **Preparation of Management Reports for the District;**
3. **Review/calculate the District's Pension and OPEB Liability;**
4. **Preparation of the District's Annual State Controller's Report;**
5. **Provide guidance and technical assistance to the District in implementing Governmental Accounting Standards issued, including Annual Accounting Update Session (as required)**

## *Previous Audits Engagements*

The Government Auditing Standards establishes that auditors should evaluate whether the audited entity must take appropriate corrective action to address findings and recommendations from previous engagements that could have a material effect on the subject matter, or an assertion about the subject matter, of the examination engagement.

## *Reporting Deficiencies in Internal Control, Fraud, Noncompliance with Provisions of Laws, Regulations, Contracts, and Grant Agreements, and Abuse*

The Government Auditing Standards establishes that during the performance of Generally Accepted Governmental Auditing Standards (GAGAS) examination engagements, auditors should report, based upon the work performed, (1) significant deficiencies and material weaknesses in internal control; (2) instances of fraud and noncompliance with provisions of laws or regulations that have a material effect on the subject matter or an assertion about the subject matter and any other instances that warrant attention of those charge with governance; (3) noncompliance with provisions of contracts or grant agreements that has a material effect on the subject matter or an assertion about the subject matter of the examination engagement; and (4) abuse that has a material effect on the subject matter of the examination engagement.

Also, Government Auditing Standards requires an additional reporting standard that auditors must follow. It requires the auditor to communicate his/her responsibility in a financial statement audit, including responsibilities for testing and reporting on internal controls and compliance with laws and regulations.

## *Commitment to the Highest Professional Standards*

Our Firm is committed to the highest professional standards and our client service teams are fully versed in current professional guidance. Our Firm's extensive experience translates into a service approach that includes providing clients the educational tools to properly implement new accounting pronouncements. We encourage our clients to reach out with questions they may have. ***Our client service teams were integral to the implementation of Governmental Accounting Standards Board (GASB) No. 75 and 68 for our clients throughout the State of California and are prepared to provide assistance as the implementation date for GASB No. 87 approaches.*** Our client service approach includes review and assistance with current and pending GASB pronouncements.

# Firm Qualifications and Experience

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## *Identification of Proposer and Geographic Location to the District*

**Fedak & Brown LLP, Certified Public Accountants, is celebrating over 35 years of client service.** Our Firm is a full-service firm licensed to practice in the State of California providing accounting, audit, and consulting services for governmental and commercial enterprises, as well as extensive tax planning for domestic and international entities throughout the State of California. Our Governmental Services personnel are trained professionals with extensive experience in governmental accounting, auditing, and consulting services with offices in Cypress, Riverside, and soon Sacramento, California.

Your main contact will be Mr. Christopher J. Brown. Our contact information can be located on our letterhead. All of the work for the District will be staffed directly out of our Cypress and Riverside offices and will not be subcontracted to any other firm.

Our Firm is fully automated in-house and utilizes current technology and software on all audit engagements. We utilize CCH ProSystems *fx* Engagement<sup>®</sup> Audit Software.

## *Professional Education*

It is a requirement of the State Board of Accountancy for all public accounting firms who are involved in governmental auditing to allocate a specific portion of continuing education in governmental accounting and auditing every two years. Fedak & Brown LLP has met this requirement for all staff involved with governmental accounting and auditing. Our Firm's strict adherence to these continuing professional education standards ensures the highest quality of staff assigned to the District's audit over the term of our agreement. Our Firm also requires that all personnel at all organizational levels adhere to the independence rules, regulations, interpretations, and rulings of the AICPA, California State Society of CPAs, State Board of Accountancy, State Statute, and in some cases, the Securities and Exchange Commission and other regulatory agencies. Fedak & Brown LLP has never been the object of any disciplinary action in its entire existence.

## *Experience and Technical Competence*

We have prepared a listing of some of our governmental audit clients on the previous page. We believe this listing exemplifies that we have significant experience in conducting high-quality audits of local governments and enterprise special districts. Our governmental audit team has significant experience in auditing special district governmental agencies and our team members may have conducted some of these audits over the past year (see next page).

## Firm Qualifications and Experience, continued

**“We Are Committed to the Governmental Special District Industry!”**

**The following is a listing of some of our Governmental Special District Clients that our Audit Teams have served by County!**

### **Kern County**

*Bear Valley Community Services District  
Indian Wells Valley Water District  
Stallion Springs Community Services District*

### **Los Angeles County**

*Castaic Lake Water Agency  
Crescenta Valley Water District  
Greater Los Angeles County Vector Control District  
Long Beach Airport  
Long Beach Water Department  
Palmdale Water District  
Palos Verdes Library District  
San Gabriel Valley Municipal Water District  
Sanitation Districts of LA County  
Southern California Library Cooperative  
Valley County Water District  
Water Replenishment District*

### **Orange County**

*Buena Park Library District  
Capistrano Bay Community Services District  
East Orange County Water District  
El Toro Water District  
Irvine Ranch Water District  
Mesa Consolidated Water District  
Nature Reserve of Orange County  
Rossmoor/Los Alamitos Area Sewer District  
Santiago County Water District  
Southern California Coastal Water Resource Authority  
Yorba Linda Water District*

### **Riverside County**

*Beaumont-Cherry Valley Water District  
Cabazon Water District  
Coachella Valley Mosquito and Vector Control  
Desert Recreation District  
Edgemont Community Services District  
Idyllwild Fire Protection District  
Lake Hemet Municipal Water District  
Northwest Mosquito and Vector Control  
Santa Ana Watershed Project Authority  
Temecula Public Cemetery District  
Western Municipal Water District*

### **Santa Barbara County**

*Goleta Water District  
Montecito Water District  
Santa Maria Public Airport Authority  
Santa Ynez Community Services District  
Summerland Sanitary District*

### **San Bernardino County**

*Baldy Mesa Water District  
Big Bear City Community Services District  
Big River Community Services District  
Chino Basin Water Conservation District  
Chino Basin Watermaster  
Helendale Community Services District  
Hi-Desert Water District  
Inland Empire Utilities Agency  
Joshua Basin Water District  
Mojave Water Agency  
Monte Vista Water District  
Phelan Pinon Hills Community Services District  
San Bernardino Valley Water Conservation District  
Victor Valley Wastewater Reclamation Authority  
Water Facilities Authority - JPA  
West Valley Mosquito and Vector Control District  
West Valley Water District*

### **San Diego County**

*Leucadia Wastewater District  
Public Agency Self-Insurance System  
Rincon Del Diablo Water District  
Vallecitos Water District*

### **Ventura County**

*Gold Coast Transit  
Oxnard Harbor District  
Pleasant Valley Recreation and Park District  
Saticoy Sanitary District  
Triunfo Sanitation District  
Ventura County Resource Conservation District  
Ventura Regional Sanitation District*

### **Northern California/Bay Area**

*Aromas Water District  
Avila Beach Community Services District  
Butte County Mosquito and Vector Control District  
Central Water District  
Coastside County Water District  
North Marin Water District  
McKinleyville Community Services District  
Oakdale Irrigation District  
Pajaro Valley Water Management Agency  
Purissima Hills Water District  
San Lorenzo Valley Water District  
Scotts Valley Water District  
Solano Irrigation District  
Soquel Creek Water District  
Westborough Water District*

## Firm Qualifications and Experience, continued

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### *Quality Control*

The Board of Directors of the District can measure the quality of the opinions expressed by Fedak & Brown LLP by evaluating the level of professional standards maintained by our Firm as discussed in this proposal. The Board of Directors can also measure the performance and quality control of our Firm by evaluating our participation in the profession's peer review process as well as evaluating our Firm's professional standards and quality of work ethic in discussions with our Firm's current client base in the special district industry.

Fedak & Brown LLP is pleased to announce the successful completion of our most recent independent quality review of our accounting and auditing practice, which included a review of specific governmental audit engagements. Our Firm's governmental audit engagements were reviewed as they related to governmental agencies and other special districts in the field of governmental auditing. After a thorough study of our procedures and work practices, the reviewers concluded that our Firm complies with the stringent quality control standards established by the American Institute of Certified Public Accountants (AICPA). Our Firm has received an unmodified opinion in every independent quality review that it has participated in since its inception of the program by the profession.

A team of independent CPAs, who were appointed by the California Society of Certified Public Accountants, conducted the review. Using guidelines established by the AICPA, the reviewers determined that our Firm has an effective quality control system and that our accounting and auditing work conforms to professional standards. Our Firm has not had any clients who have been the subject of any desk reviews. ***Our Firm has never been the subject of any disciplinary action by any State or Federal Agency in its entire existence.***

Our continued participation in required periodic quality reviews, our voluntary membership in the AICPA and California Society of CPAs, as well as our continuing professional education supports our commitment to quality and our high standards for client service.

Fedak & Brown LLP is an equal opportunity employer and certifies that our Firm is in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable federal and state laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965. Our Firm is committed to affirmative action in hiring practices.

## Firm Qualifications and Experience, continued

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*Marcia J. Hein, CPA*

5922 Bromborough Drive  
Windsor, CO 80550

Phone: (970) 775-7332 e-mail: [marcia@mjh-cpa.com](mailto:marcia@mjh-cpa.com)

### Report on the Firm's System of Quality Control

April 29, 2019

To the Partners  
Fedak & Brown, LLP  
and the Peer Review Committee of the California Society of CPAs

I have reviewed the system of quality control for the accounting and auditing practice of Fedak & Brown, LLP (the firm) in effect for the year ended September 30, 2018. My peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### **Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, in any.

#### **Peer Reviewer's Responsibility**

My responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on my review.

#### **Required Selections and Considerations**

Engagements selected for review included an engagement performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of my peer review, I considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of my procedures.

#### **Opinion**

In my opinion, the system of quality control for the accounting and auditing practice of Fedak & Brown, LLP in effect for the year ended September 30, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Fedak & Brown, LLP has received a peer review rating of *pass*.

*Marcia J. Hein, CPA*

Marcia J. Hein, CPA

# Partner, Supervisory, Staff Qualifications and Experience

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## ***Summary Qualification of Key Personnel***

Our Firm's philosophy is to take a team approach with our clients in conducting our audit engagements. A properly developed, mutually agreeable timeline results in the most efficient engagement. We want you to not only think of us as your auditor, but as a resource to be used whenever the need occurs. Also, it is our Firm's philosophy to have our partners, audit managers and audit supervisors involved in the day-to-day audit details of our clients.

You will have an Engagement Partner as well as a Technical Review Partner, a governmental audit manager and a governmental audit supervisor assigned to the District's audit; in addition, one or more staff accountants (governmental auditing staff only) will be assigned to the audit. All team members work in the field while the audit fieldwork is in process. Each team member has the following responsibilities:

The engagement partner is responsible for all services provided to the District. The engagement partner's responsibilities consist of the overall planning, supervision and review of the audit test work, and preparation of the audit report.

The governmental audit manager is responsible for coordinating the audit test work, which includes the on-site supervision of staff, and preparation of the audit report.

Once audit test work is completed, the governmental audit manager will work with the supervisor to complete the reports for the District for all recipients. The manager will be your contact throughout the engagement year.

The governmental audit staff accountant will be in the field conducting the audit test work. The staff accountant is responsible for testing internal controls and substantive testing procedures and will interact with your staff at your staff's convenience.

Prior to discussions with your staff, the staff accountant will make sure that all facts have been evaluated to minimize utilizing your staff's time for audit assistance purposes.

## ***Knowledge and Understanding of Local Environment***

The engagement team members strive to be experts within the governmental sphere. We keep ourselves apprised of current issues affecting the District's operating environment.

## ***Partner Participation***

The partner in charge of the audit will be available to attend meetings of the District's Administrative/Finance Committee and the Boards of Directors to discuss and report on the audit process and the deliverables associated with the audit. We will provide the District with accounting advice regarding subjects that could affect the report, particularly those that will directly impact its recipients.

## Partner, Supervisory, Staff Qualifications and Experience, continued

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### CHRISTOPHER J. BROWN, CPA, CGMA ENGAGEMENT PARTNER

Education:	Bachelor of Arts - Business Administration: Finance – California State University, San Bernardino 1995 Accountancy – California State University, San Bernardino 1999
License:	Certified Public Accountant – 2002
Continuing Education	Total hours were over 100 hours in last two years of which 32 were in governmental accounting and auditing subjects. Mr. Brown has the Governmental Auditing Standards requirement for governmental CPE.
Memberships	California Society of Certified Public Accountants American Institute of Certified Public Accountants Government Finance Officers Association California Society of Municipal Finance Officers Association
Experience	<p>Christopher J. Brown is a CPA in the State of California and has over eighteen years of experience in public accounting and auditing governmental entities having worked at a national firm. Mr. Brown holds a Bachelor's Degree from California State University, San Bernardino. He has extensive experience in the areas of governmental financial and compliance reporting.</p> <p>Member of Board of Directors – Treasurer, Riverside County Philharmonic</p> <p>Mr. Brown's public accounting experience includes tenure with CPA firm RSM. He is also involved in auditing of governmental and non-profit entities as well as medium to large manufacturing, construction and service oriented corporations. Has thorough knowledge in Generally Accepted Accounting Principles, Governmental Accounting, and Auditing Standards as well as the Single Audit Act.</p> <p>Mr. Brown has provided significant audit and accounting services to various governmental entities. In these accounting engagements, he has been involved in the strategic planning processes, design and implementation of policies and procedures. He has also been involved in the implementation of performance management budgeting and planning processes.</p> <p>He is currently involved on the following major governmental engagements:</p> <ul style="list-style-type: none"><li>➤ McKinleyville Community Services District</li><li>➤ Phelan Pinon Hills Community Services District</li><li>➤ Helendale Community Services District</li><li>➤ Bear Valley Community Services District</li><li>➤ Hi-Desert Water District</li><li>➤ Indian Wells Valley Water District</li><li>➤ Monte Vista Water District</li><li>➤ Joshua Basin Water District</li><li>➤ Victor Valley Wastewater Reclamation Authority</li><li>➤ Santa Maria Public Airport District</li></ul>



# Partner, Supervisory, Staff Qualifications and Experience, continued

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## CHARLES Z. FEDAK, CPA, MBA TECHNICAL REVIEW PARTNER

Education:	Bachelor of Science – Business Administration: Accountancy – California State University, Long Beach 1973  Master of Business Administration – California State University, Long Beach 1984
License:	Certified Public Accountant - 1983
Continuing Education	Total hours were 136 hours in last two years of which 32 were in governmental accounting and auditing subjects. Mr. Fedak has the Governmental Auditing Standards requirement for governmental CPE.
Memberships	California Society of Certified Public Accountants American Institute of Certified Public Accountants National Association of Corporate Directors
Experience	<p>Charles Z. Fedak is a CPA in the State of California and has been in public accounting for forty-two plus years, having worked seven years at the national firm level before starting his own practice in January of 1981. Mr. Fedak holds a Bachelors of Science Degree in Accounting and a Masters in Business Administration from California State University, Long Beach. He has extensive experience in the audits of governmental entities including cities, towns, and special districts, while working at the national firm level as well as in our own Firm.</p> <p>Mr. Fedak’s public accounting experience includes tenure with Big Four CPA Firms, Ernst &amp; Young (“EY”) and KPMG. He is also involved in auditing of governmental and non-profit entities as well as medium to large manufacturing, construction and service oriented corporations. He has thorough knowledge of Generally Accepted Accounting Principles, Governmental Accounting, and Auditing Standards as well as the Single Audit Act. His work experience also includes tax planning and preparation at the corporate, individual, estate and trust levels.</p> <p>Past Member of Board of Directors – Molina Healthcare, Inc. (MOH) New York Stock Exchange since 2002</p> <ul style="list-style-type: none"><li>➤ Chairman, Compensation Committee – MOH; 2002 – 2006</li><li>➤ Chairman, Audit Committee – MOH; 2004 – 2019</li></ul> <p>Mr. Fedak has also participated in various tours and educational trips sponsored by the Metropolitan Water District, including the southern section of the Colorado River and the northern portion of the California Delta as they both relate to the State Water Project.</p>

# Partner, Supervisory, Staff Qualifications and Experience, continued

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## ANDY BECK, CPA AUDIT MANAGER

Education:	Bachelor of Arts in Economics – University of California, Irvine 2001
License:	Certified Public Accountant – 2008
Continuing Education	Total hours were 90 hours in last two years of which 24 were in governmental accounting and auditing subjects. Mr. Beck has the Governmental Auditing Standards requirement for governmental CPE.
Memberships	California Society of Certified Public Accountants
Experience	<p>Over twelve years of experience in public accounting and auditing governmental entities, not-for-profit organizations, and employee benefit plans. Mr. Beck is involved in 75%-80% of the Special District clients served by our Firm.</p> <p>Mr. Beck has provided significant audit, accounting and consulting services to various governmental entities. In these attest engagements, he has been involved in the strategic planning processes, design and implementation of policies and procedures.</p> <p>He has been involved on the following governmental special districts engagements:</p> <ul style="list-style-type: none"><li>➤ Hi-Desert Water District</li><li>➤ Solano Irrigation District</li><li>➤ Oakdale Irrigation District</li><li>➤ Mckinleyville Community Services District</li><li>➤ Aromas Water District</li><li>➤ Central Water District</li><li>➤ San Lorenzo Valley Water District</li><li>➤ Buena Park Library District</li><li>➤ Victor Valley Wastewater Reclamation Authority</li><li>➤ Santa Maria Public Airport District</li><li>➤ Butte County Mosquito and Vector Control District</li><li>➤ Antelope Valley Air Quality Management District</li><li>➤ Avila Beach Community Services District</li></ul>

# References

## References


Presented below are four client references of officials of California Special Districts and/or agencies who currently conduct enterprise type activities. Please do not hesitate to contact these references regarding our Firm and the high level of service we provide.

<p>1. Ms. Lori Lowrance, Administrative Services Manager  <b>Phelan Pinon Hills Community Services District</b>          4176 Warbler Road          Phelan, CA 92371</p>	<p><b>Community Services District</b>          Annual Audit – CAFR          760.868.1212          Partner: Christopher Brown, CPA CGMA</p>
<p>2. Ms. Cammie Morin, Finance Manager  <b>Solano Irrigation District</b>          810 Vaca Valley Parkway, Suite 201          Vacaville, CA 95688</p>	<p><b>Irrigation District</b>          Annual Audit – Financial Statement          707.448.6847          Partner: Christopher Brown, CPA CGMA</p>
<p>3. Mr. Jonnathan Abadesco, CFO  <b>Hi-Desert Water District</b>          55439 Twentynine Palms Highway          Yucca Valley, CA 92284</p>	<p><b>Water/Wastewater District</b>          Annual Audit – CAFR          760.228.6284          Partner: Christopher Brown, CPA CGMA</p>
<p>4. Mr. Ty Staheli, Chief Financial Officer  <b>Indian Wells Valley Water District</b>          500 West Ridgcrest Boulevard          Ridgcrest, CA 93555</p>	<p><b>Retail Water District</b>          Annual Audit – Financial Statement          760.375.5086          Partner: Christopher Brown, CPA CGMA</p>

# Firm Provided Affirmations

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- A. Fedak & Brown LLP affirms that the Firm and all key professional staff are properly registered and licensed or supervised by certified public accountants in good standing duly authorized to practice in the State of California.
- B. Fedak & Brown LLP affirms that the Firm is independent of the District, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial and compliance audits contained in the *Government Auditing Standards*, issued by the Comptroller General of the United States.
- C. Fedak & Brown LLP affirms that the Firm currently maintains errors and omissions insurance coverage in the aggregate amount of one million dollars and general liability coverage of two million dollars. The Firm will provide the required insurance coverage and Accord insurance form to the District upon acceptance of the audit engagement.
- D. Fedak & Brown LLP affirms that it has the necessary experience to conduct high-quality audits of local government and enterprise special districts and agencies in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial and compliance audits contained in the *Government Auditing Standards*, issued by the Comptroller General of the United States and the Single Audit Act. *Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).
- E. Fedak & Brown LLP affirms that it will meet your timing requirements to begin and complete the audit of the District.
- F. Fedak & Brown LLP affirms that it will staff the audit of the District with experienced personnel and not use this audit as training grounds for new staff and that no person designated as "key" to the project shall be removed or replaced without the prior written consent of the District.
- G. Fedak & Brown LLP affirms that it has never been the subject of any lawsuits, claims of fraud, malpractice and/or disciplinary action by any State or Federal District in relation to the Firm's governmental practice in its entire existence.
- H. Fedak & Brown LLP affirms that it has not been censured or disciplined from the State Board of Accountancy.
- I. Fedak & Brown LLP affirms that it will allow the District or their designee access to pertinent District audit work papers, financial reports, and management letters.
- J. Fedak & Brown LLP affirms that it has never filed bankruptcy, there is no pending litigation against the Firm, there are no planned office closings, there are no impending mergers, and there are no potential labor disputes that may impede us the ability to complete the audit for the District.

Signature of Authorized Official: 

Name: Christopher J. Brown, CPA CGMA

Title: Partner

Firm: Fedak & Brown LLP

Date: March 25, 2020

# Our Specific Approach to your Audit

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## *Specific Audit Approach*

Our Firm's audit approach is tailored to each client in the following manner:

- We understand the significant work requirements of our clients. We work with our clients' schedules when scheduling segments of the audit or requesting documentation in order to minimize disruption during the audit process.
- We strive to utilize support already prepared by our clients in order to avoid duplication or unnecessary requests for audit supporting schedules.
- We have implemented a paperless audit process that utilizes CCH ProSystems fx Engagement<sup>®</sup> and Practitioners Publishing Company software packages. These platforms provide for greater efficiency within the audit process. In addition, we fully embrace the utilization of data extraction capabilities within a client's reporting system to further increase efficiency and reduce demands on client staff time.
- Our staff is trained and familiar with government accounting and audit concepts, so you will see the difference in working with our professional staff.
- We audit various large and small governmental organizations, allowing us to consult with our clients on implementing various best-practices in their organizations.
- We believe that regular communication is the most important part of the audit process; as a result, we ask that if you ever have any questions about any financial, accounting, or audit issues, please contact us anytime throughout the year.

## *Interim Audit Planning and Testwork*

Planning is necessary to ensure a quality audit, efficient use of professional staff and timely delivery of reports. Adequate planning of the audit is essential to minimize disruption of the ongoing daily operations of the District and their recipients. We have developed a comprehensive, efficient planning process. We will begin the planning of the audit upon notification of award of the contract.

Tasks to be accomplished during the planning phase include:

- Conducting an Audit Entrance Conference with the District's Board of Directors and management to discuss the scope and timing of the audit test work, the availability of the District's accounting staff, prior audit problems encountered, the extent of interim audit test work to be performed, the establishment of a liaison for the audit, and the arrangements for workspace and other needs to conduct the audit test work.
- Reviewing the Board minutes, agreements/contracts, and applicable strategy for the audit period.
- Interviewing finance staff regarding internal controls.
- Discussing the status of prior year's audit findings, if any.
- Review of the District's internal control structure and communication of recommendations to the District's management team concerning District policies and procedures.
- Tests of controls of audit areas to determine the effectiveness of the District's internal control structure. (Minimum of 25 selections per area – revenue, expenses, payroll, bank reconciliations)
- Evaluation of any unusual items noted from our analytical procedures.
- Reviewing of important contracts, debt issues, leases and joint power agreements.

## Our Specific Approach to your Audit, continued

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### *Interim Audit Planning and Testwork, continued*

- Providing the District with suggestions regarding the closing of the District's books after year end. Our assistance and communication in the closing of the District's books is expected to minimize the number of audit adjustments required after the close of District's books.

After we obtain an understanding of the District's internal controls, evaluate their design and implementation and perform our interim test work we will determine the nature, scope, and timing for our final audit test work.

### *Final Audit Test Work*

After the final closing of the District's books and preparation of final trial balances and audit supporting schedule by District personnel, we will commence performing our *final audit testwork*.

Our final examination will include analysis of critical audit areas which we deem necessary, including:

- Analysis of cash and investment balances to online bank and brokerage websites.
- Analysis of bank reconciliations.
- Analysis of accounts receivable, delinquent balances and relative ratios.
- Analysis of unbilled receivables.
- Analysis of allocations of interest income.
- Analysis and testing of capital assets: construction-in-progress, significant additions/disposals, and related depreciation.
- Analysis of deferred outflows of resources balances and related amortization.
- Analysis of accounts payable.
- Performance of a search for unrecorded liabilities.
- Analysis and testing of valuation of the liabilities for compensated absences.
- Analysis of long term debt balances.
- Analysis of the annual roll-forward of net pension liability balances.
- Analysis of net other post-employment benefit liability (as required)
- Analysis of unearned revenue.
- Analysis of deferred inflows of resources balances and related amortization.
- Analysis of the proper establishment of reserves and designations.
- Analysis of significant grant agreements, awards and contracts.
- Analysis of significant events after year end (through the completion of our audit).
- Analysis of attorney letters for significant legal matters affecting the District's financial position.

The abovementioned analysis and inquiries are only a sample of the tests performed during the examination and is not meant to be all inclusive.

### *Audit Completion*

At the completion of the audit each year, we will meet with the District's management team to review our audit findings. We will communicate all deficiencies in controls which may assist the District in strengthening the internal control structure. Comments and recommendations relating to the accounting system will also be discussed. Finally, we will discuss all findings noted during the engagement. After discussion, the final report will be submitted to the District.

## Our Specific Approach to your Audit, continued

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### *Identification and Communication of Internal Control Matters*

The objective of our audit is to form an opinion on the District. Our objective is not to identify deficiencies in internal controls; however, when control deficiencies are identified in the course of our audit and if they constitute significant deficiencies or material weaknesses, we will communicate in writing those deficiencies to those charged with governance and the District's management.

### *Audit Documentation*

We will document matters pertaining to our audit planning and audit test work. The audit documentation will clearly demonstrate procedures performed, evidence obtained, and conclusions reached.

### *Communication with Management and the Board of Directors*

In addition to our written reports, we believe an oral presentation to the District's management, Administrative/Finance Committee, and the Board of Directors, to be a minimum service provided by our Firm and would be pleased to schedule a mutually convenient time for such a presentation at the conclusion of the engagement or any time during the progression of the audit.

### *Other Assistance*

Providing management assistance requires more than having talented people on staff; it requires a proactive approach. First, we assign experienced senior level professionals to our engagements. Our client base of governmental entities and commercial companies demands broad business and industry experience, as well as technical expertise. Those talented professionals have to be exposed to clients and develop an in-depth understanding of particular situations.

Second, we actively look for opportunities to provide assistance. We try to initiate rather than respond. For instance, if we believe a situation is developing, we will approach the client, offer to investigate and provide recommendations. If a formal project to address the problem is required, we will define the approach, execute the assignment and follow through with implementation assistance.

## Our Specific Approach to your Audit, continued

### *Timing of Our Procedures – (Estimate based on District’s Readiness)*

We understand that the District is looking for value in the professional relationship they have with their auditors. Value comes from the knowledge, experience, and dedication that our Firm employs. We stress employs because all of the knowledge and expertise shown on paper will reap no benefit to you unless it is applied. This application equates to time well spent. We have developed an audit plan that we feel will accomplish the objectives of the District and will meet your special needs.

In order to accomplish our audit objectives and meet your deadlines for delivery, the sequence and timing of our procedures are critical. Per the District’s schedule requirements, interim fieldwork will begin in March through May of each year (the District’s preference of dates), concluding by May 31st (TBD) of each year. Final fieldwork will begin in August-September of each year (the District’s preference of dates).

Delivery of the draft financial statements and Management Report no later than October 31st as noted in the RFP. Submission of the Annual State Controller’s Report no later than January 31st, of each year or as prescribed by law.

**In the table that follows, we provide an estimated summary of our planned activities and their timing based on our understanding of District requirements.**

Timing	Activity
Between March and May Between March through May (TBD)	Provide Audit Plan and transition efforts Interim Fieldwork - Conduct audit entrance conference. Perform preliminary procedures including: initial control assessments, minute and contract/major agreement review, major transaction review, conduct EDP review, final controls assessment, determination of specific audit procedures, provide finance department with audit plan and listing of audit schedules required, conduct progress conference with key Finance Personnel. Complete test for Federal Awards (if required). Communication with District’s management about interim fieldwork status and any potential findings or issues.
August- September (TBD)	Commence audit fieldwork. Conduct audit exit conference, including discussion of draft AJE’s and Management Letter comments (if any).
By October 31 <sup>st</sup> <b><u>or as needed by the District.</u></b>	Provide draft of the Financial Statements and Management Report.
By January 31 <sup>st</sup> or as prescribed by law.	Prepare and submit the Annual State Controller’s Report.
At the District’s Preference (TBD)	Present the Financials and audit results to the Board.

TBD – To Be Determined. Based on Client requirements

### *Proposed Hours and Segmentation of the Audit*

See our Cost Proposal for further information of the segmentation of the proposed audit process by hours and staffing.



# McKINLEYVILLE COMMUNITY SERVICES DISTRICT

## Cost Proposal to Provide Audit Services

For the Years Ending  
June 30, 2020—2022  
(Optional Years 2023—2024)

6081 Orange Avenue  
Cypress, California 90630

1945 Chicago Avenue, Suite C-1  
Riverside, California 92507

Phone: (657) 214-2307

Email: [chris@fedakbrownllp.com](mailto:chris@fedakbrownllp.com)

[andy@fedakbrownllp.com](mailto:andy@fedakbrownllp.com)

[chuck@fedakbrownllp.com](mailto:chuck@fedakbrownllp.com)

California BOA License Number: 7723



**Certified  
Public  
Accountants**



**Consultants  
& Advisors**





Charles Z. Fedak, CPA, MBA  
Christopher J. Brown, CPA, CGMA  
Andy Beck, CPA

# Fedak & Brown LLP

Certified Public Accountants

Cypress Office:  
6081 Orange Avenue  
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(951) 783-9149

March 25, 2020

Audit Committee  
McKinleyville Community Services District  
1656 Sutter Road  
McKinleyville, California 95519-2037

**Re: Request for Proposal for Annual Audit Services**

Dear Committee Members:

Based on our understanding of the McKinleyville Community Services District (District) requirements, our maximum fee for annual audit services, assistance in the preparation of the District's annual financial report, review/recalculate the District's pension and OPEB liability, estimated out-of-pocket expenses, and preparation of the District's annual State Controller's Report at our discounted rates for the fiscal year ending June 30, 2020 will be **\$24,645**. This fee is based on our understanding of the District's audit requirements.

Assuming there is no substantial change in the District's activities and operations, our all-inclusive maximum price for the fiscal years ending June 30, 2021 through 2022, and optional years 2023 through 2025 will be **\$25,198, \$25,776, \$26,279, and \$26,782**, respectively.

Our estimate for out-of-pocket expenses may not be utilized in total to the amount estimated. Again, these fees are based on the estimated costs to complete the audit. The components of this audit services fee proposal for the fiscal years ending June 30, 2020 through 2024, are itemized in the attached Exhibits.

Our not-to-exceed fee proposal is contingent upon our understanding of your requirements and the assistance we require as noted in our original audit technical proposal.

Additional services not included in this proposal will be based on our discounted billing rates based on the level of experience required. We would execute a separate contract for these services, if they are requested by the District.

I am authorized to make representations for Fedak & Brown LLP and am duly authorized to sign a contract with the District.

Christopher J. Brown, CPA CGMA

March 25, 2020

Date

# Exhibit I – Proposed Hours and Our Fees

## Proposed Hours and Our Fees

We anticipate that, for the fiscal years ending June 30, 2020 through 2022, and optional years 2023 through 2024, the audit of the District will require approximately 190 audit hours. These hours, by major area, are summarized as follows:

<b>Breakout of Audit Hours</b>					
<b>Audit Steps</b>	<b>Partner</b>	<b>Manager</b>	<b>Sup. Senior</b>	<b>Staff</b>	<b>Total</b>
<b>Planning</b>	1	2	5	20	<b>28</b>
<b>Controls Testwork</b>	3	5	10	30	<b>48</b>
<b>Substantive Testwork</b>	5	8	15	40	<b>68</b>
<b>Reporting</b>	6	10	10	20	<b>46</b>
<b>Total</b>	15	25	40	110	<b>190</b>

As shown above, we expect approximately 42% of engagement hours to come from the Partners, Managers, and Supervisors assigned to the engagement.

Working on the premise that we will be provided with all the documents listed per our audit requirements (will be provided prior to commencement of fieldwork), we expect to perform the audit of the District at fees as stated in the attached Schedule of Professional Fees on Page 3 for the fiscal year ending June 30, 2020 through 2022, and optional years 2023 through 2024, respectively.

Our fees are based on the product of the time spent on the engagement and the billing rates of the individuals assigned, plus out-of-pocket costs (such as report reproductions, typing, postage, travel, copies, telephone, etc.). We will obtain the assistance of District’s personnel to the extent possible and otherwise endeavor to keep these charges to a minimum. We will submit progress billings monthly to your office as our work progresses, which will be due and payable thirty days from the date of the invoice.

Based upon the present size and scope of the activities of the District, we expect to perform the services enumerated above at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to the audit.

In accordance with the Office of Management and Budget, we will maintain our work papers for a minimum of seven years and make them available to the District, state agencies, the General Accounting Office, and other parties upon the direction of the District. We have provided a breakdown of our current hourly rates, which would apply to this engagement on the attached Schedule of Professional Fees by Hours on Pages 4 through 6 of this cost proposal.

We want the Board to understand that we will provide **any** assistance and answer **any** questions that the District’s staff or members of the Boards may have when they arise for the entire duration of our contract. We find it important to stay abreast of the District’s activities and issues during the entire engagement.

We would like to thank you and the Board for the opportunity to submit a proposal for the auditing services of the District. Because of our experience in special districts and agencies, we will provide you with accounting updates (GASB) to assist in your operations as well as meet the audit needs of the organization. We will also continually make recommendations on these and other matters that come to our attention. We are proud of the professional services we provide and encourage you to make inquiries to any of our clients about their satisfaction with our services and the quality of our staff.

## Exhibit II – Schedule of Professional Fees

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### McKinleyville Community Services District

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	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Optional Fiscal Year 2023	Optional Fiscal Year 2024
Financial audit and preparation of the District's Financial Report	\$ 20,075	20,510	20,970	21,405	21,840
Out-of-Pocket Expenses (Travel, Printing Costs)	3,400	3,500	3,600	3,650	3,700
Review/Recalculate Pension and OPEB Liability	520	528	536	544	552
Preparation of the State Controller's Report	650	660	670	680	690
Totals	\$ <u>24,645</u>	<u>25,198</u>	<u>25,776</u>	<u>26,279</u>	<u>26,782</u>

## Exhibit III – Schedule of Professional Fees by Hours

### FISCAL YEAR 2020

#### Breakdown of Fees by Hours

	Hours	Hourly Rates	Total
<b>Fiscal Year 2020 Audit of:</b>			
District's Basic Financial Statements			
Partners - Audit & Independent Technical Review	15	\$ 190	\$ 2,850
Manager	25	145	3,625
Supervising Senior	40	120	4,800
Staff	110	80	8,800
<b>Total Financial Statement Audit for 2020</b>	<b>190</b>		<b>20,075</b>
<b>Out-of-Pocket Expenses (Travel, Postage &amp; Printing Costs)</b>			<b>3,400</b>
<b>Total Audit for 2020</b>			<b>\$ 23,475</b>
<b>Other Items Asked to be Priced by the District</b>			
	Hours	Rates	Total
Review/Recalculate Pension and OPEB Liability	4	\$ 130	\$ 520
Preparation of the District's Annual State Controller's Report	5	130	650
<b>Total Maximum with Other Items for 2020</b>	<b>195</b>		<b>\$ 24,645</b>

### FISCAL YEAR 2021

#### Breakdown of Fees by Hours

	Hours	Hourly Rates	Total
<b>Fiscal Year 2021 Audit of:</b>			
District's Basic Financial Statements			
Partners - Audit & Independent Technical Review	15	\$ 194	\$ 2,910
Manager	25	148	3,700
Supervising Senior	40	122	4,880
Staff	110	82	9,020
<b>Total Financial Statement Audit for 2021</b>	<b>190</b>		<b>20,510</b>
<b>Out-of-Pocket Expenses (Travel, Postage &amp; Printing Costs)</b>			<b>3,500</b>
<b>Total Audit for 2021</b>			<b>\$ 24,010</b>
<b>Other Items Asked to be Priced by the District</b>			
	Hours	Rates	Total
Review/Recalculate Pension and OPEB Liability	4	\$ 132	\$ 528
Preparation of the District's Annual State Controller's Report	5	132	660
<b>Total Maximum with Other Items for 2021</b>	<b>195</b>		<b>\$ 25,198</b>

## Exhibit III – Schedule of Professional Fees by Hours

### FISCAL YEAR 2022

#### Breakdown of Fees by Hours

	Hours		Hourly Rates		Total
<b>Fiscal Year 2022 Audit of:</b>					
District's Basic Financial Statements					
Partners - Audit & Independent Technical Review	15	\$	198	\$	2,970
Manager	25		152		3,800
Supervising Senior	40		124		4,960
Staff	110		84		9,240
<b>Total Financial Statement Audit for 2022</b>	<b>190</b>				<b>20,970</b>
<b>Out-of-Pocket Expenses (Travel, Postage &amp; Printing Costs)</b>					<b>3,600</b>
<b>Total Audit for 2022</b>				\$	<b>24,570</b>
<b>Other Items Asked to be Priced by the District</b>					
	Hours		Rates		Total
Review/Recalculate Pension and OPEB Liability	4	\$	134	\$	536
Preparation of the District's Annual State Controller's Report	5		134		670
<b>Total Maximum with Other Items for 2022</b>	<b>195</b>			\$	<b>25,776</b>

### OPTIONAL - FISCAL YEAR 2023

#### Breakdown of Fees by Hours

	Hours		Hourly Rates		Total
<b>Fiscal Year 2023 Audit of:</b>					
District's Basic Financial Statements					
Partners - Audit & Independent Technical Review	15	\$	202	\$	3,030
Manager	25		155		3,875
Supervising Senior	40		126		5,040
Staff	110		86		9,460
<b>Total Financial Statement Audit for 2023</b>	<b>190</b>				<b>21,405</b>
<b>Out-of-Pocket Expenses (Travel, Postage &amp; Printing Costs)</b>					<b>3,650</b>
<b>Total Audit for 2023</b>				\$	<b>25,055</b>
<b>Other Items Asked to be Priced by the District</b>					
	Hours		Rates		Total
Review/Recalculate Pension and OPEB Liability	4	\$	136	\$	544
Preparation of the District's Annual State Controller's Report	5		136		680
<b>Total Maximum with Other Items for 2023</b>	<b>195</b>			\$	<b>26,279</b>

## Exhibit III – Schedule of Professional Fees by Hours

### OPTIONAL - FISCAL YEAR 2024

#### Breakdown of Fees by Hours

	Hours	Hourly Rates	Total
<b>Fiscal Year 2024 Audit of:</b>			
District's Basic Financial Statements			
Partners - Audit & Independent Technical Review	15	\$ 206	\$ 3,090
Manager	25	158	3,950
Supervising Senior	40	128	5,120
Staff	110	88	9,680
<b>Total Financial Statement Audit for 2024</b>	<b>190</b>		<b>21,840</b>
<b>Out-of-Pocket Expenses (Travel, Postage &amp; Printing Costs)</b>			<b>3,700</b>
<b>Total Audit for 2024</b>			<b>\$ 25,540</b>
<b>Other Items Asked to be Priced by the District</b>			
	Hours	Rates	Total
Review/Recalculate Pension and OPEB Liability	4	\$ 138	\$ 552
Preparation of the District's Annual State Controller's Report	5	138	690
<b>Total Maximum with Other Items for 2024</b>	<b>195</b>		<b>\$ 26,782</b>

## Attachment 2

<b>Technical</b>		<b>MCS D 2020 Audit RFP: Averaged Scores</b>		
Points		RJR	JJ	F&B
1	Title page	1	1	1
1	Firm Description	1	1	1
10	Relevant experience with Special Districts	7.75	5.25	9.75
2	Key Personnel	2	1.5	2
3	Peer Review	3	2.75	3
	Any Federal or State desk reviews?	0	0	0
2	Evidence of Professional Liability Insurance	2	2	2
	Scope of Work/ Audit approach	0	0	0
2	methodology	2	2	2
2	procedures	2	1.5	2
7	understanding internal controls	6.75	6	7
2	pertinent laws and regulations	1.75	1.5	2
20	Fee schedule	17	15	17.5
1	Manner of payment	0	0	0.5
<b>Results</b>				
10	Prepare Basic Financial Statements	9.5	10	10
10	Prepare RSI	10	7.5	10
10	Prepare MD&A	10	7.5	10
30	Calculation of Pension liabilities from actuarial reports	20	26.25	30
30	Calculation of OPEB liabilities from actuarial reports	20	23.75	30
20	Management Letter for Internal Control	20	17.5	20
20	2 mtgs with the audit committee	18.75	20	20
10	1 presentation to Board	7	10	10
<b>Form MCS D of</b>				
10	Significant changes of government reporting standards	6.5	3.75	8.75
10	Auditor's standard of materiality	0	0	5
<b>213</b>	<b>Total points assigned</b>	<b>168</b>	<b>166</b>	<b>203.5</b>



# McKinleyville Community Services District

## BOARD OF DIRECTORS

June 3, 2020

TYPE OF ITEM: **ACTION**

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**ITEM: E.7**                      **Consider adopting Resolutions 2020- 13 Initiating the Formation of Street Light Zone # 102, Resolution 2020-14 Initiating the Formation of Street Light Zone # 103, and Resolution 2020- 15 Initiating the Formation of Street Light Zone # 104**

**PRESENTED BY:**              **Greg Orsini, General Manager**

**TYPE OF ACTION:**          **Roll Call Vote**

### **Recommendation:**

Staff recommends that the Board review the Draft Engineer's Reports for each Street Light Zone, **Attachments 4-6**, discuss; take public comment and consider adopting the following resolutions, by roll call vote:

1. Resolution 2020-13 Initiating the Formation of Avelar/ Imeson Street Light Zone #102 (**Attachment 1**)
2. Resolution 2020-14 Initiating the Formation of Day/ Griffith Street Light Zone #103 (**Attachment 2**)
3. Resolution 2020-15 Initiating the Formation of Valadao/ Lime Street Light Zone #104 (**Attachment 3**)

### **Discussion:**

#### **Avelar/Imeson Street Light Zone #102**

Mr. Avelar developed the thirteen (13) lot Avelar/ Imeson Subdivision. Mr. Avelar represents a majority of the property owners within the proposed Street Lighting Zone and is required to form an assessment zone as a condition of development. The Street Light Assessment Zone allows the District to perform the role of owner and collection agent regarding maintaining the facilities and paying the monthly PG&E charges for the streetlights to be installed in conjunction with the development. The developer has constructed the necessary streetlights to District standards and has dedicated the completed facilities to the District.

**Attachment 4**, is a stamped Engineer's Report detailing the expected monthly costs for the assessment district as shown **Exhibit B** and site plan showing approximate locations, **Exhibit A**. **Attachment 1** is draft Resolution 2020-13 initiating the process for the formations of the zone. Pursuant to Proposition 218, the process will include preparation of an Engineer's Report and ballot. The Engineer's Report and ballot will be mailed to the developer, as majority owner of the properties included in the proposed Street Lighting Zone. The zone formation public hearing is scheduled for July 1, 2020.

### **Day/Griffith Street Light Zone #103**

Mr. Day developed the eight (8) lot Day/ Griffith Subdivision. Mr. Day represents a majority of the property owners within the proposed Street Lighting Zone and is required to form an assessment zone as a condition of development. The Street Light Assessment Zone allows the District to perform the role of owner and collection agent regarding maintaining the facilities and paying the monthly PG&E charges for the streetlights to be installed in conjunction with the development. The developer has constructed the necessary streetlights to District standards and has dedicated the completed facilities to the District.

**Attachment 5**, is a stamped Engineer's Report detailing the expected monthly costs for the assessment district as shown **Exhibit B** and site plan showing approximate locations, **Exhibit A**. **Attachment 2** is draft Resolution 2020-14 initiating the process for the formations of the zone. Pursuant to Proposition 218, the process will include preparation of an Engineer's Report and ballot. The Engineer's Report and ballot will be mailed to the developer, as majority owner of the properties included in the proposed Street Lighting Zone. The zone formation public hearing is scheduled for July 1, 2020.

### **Valadao/Lime Street Light Zone #104**

Mr. Valadao developed the seven (7) lot Valadao/ Lime Subdivision. Mr. Valadao represents a majority of the property owners within the proposed Street Lighting Zone and is required to form an assessment zone as a condition of development. The Street Light Assessment Zone allows the District to perform the role of owner and collection agent regarding maintaining the facilities and paying the monthly PG&E charges for the streetlights to be installed in conjunction with the development. The developer has constructed the necessary streetlights to District standards and has dedicated the completed facilities to the District.

**Attachment 6**, is a stamped Engineer's Report detailing the expected monthly costs for the assessment district as shown **Exhibit B** and site plan showing approximate locations, **Exhibit A**. **Attachment 3** is draft Resolution 2020-15 initiating the process for the formations of the zone. Pursuant to Proposition 218, the process will include preparation of an Engineer's Report and ballot. The Engineer's Report and ballot will be mailed to the developer, as majority owner of the properties included in the proposed Street Lighting Zone. The zone formation public hearing is scheduled for July 1, 2020.

### **Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

### **Fiscal Analysis:**

The Draft Engineer's Reports, **Attachments 4-6**, distributes the direct expense of all costs for the streetlights to the owners of the property within the proposed zone. A monthly administrative fee for the District's estimated administration cost for billing of the energy costs is included in the cost division formula. Therefore, the proposed zone will have no fiscal impact on the District.

### **Environmental Requirements:**

All environmental requirements were met by the developer prior to development.

### **Exhibits/Attachments:**

- Attachment 1 – Resolution of Initiation 2020-13 for SLZ #102 w/ Exhibit A
- Attachment 2 – Resolution of Initiation 2020-14 for SLZ #103 w/ Exhibit A
- Attachment 3 – Resolution of Initiation 2020-15 for SLZ #104 w/ Exhibit A
- Attachment 4 – SLZ #102 Engineers Report w/ Exhibit A and B
- Attachment 5 – SLZ #103 Engineers Report w/ Exhibit A and B
- Attachment 6 – SLZ #104 Engineers Report w/ Exhibit A and B

## RESOLUTION 2020-13

### A RESOLUTION OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT INITIATING PROCEEDINGS TO ESTABLISH THE AVELAR/ IMESON SUBDIVISION STREET LIGHTING ZONE # 102

**WHEREAS**, the development of the Avelar/ Imeson Subdivision (the “Subdivision”) will necessitate the District’s operation and maintenance of the street lights (the “Improvements”) within a proposed project area described as APN 510-441-001; and

**WHEREAS**, Section 61122 of the California Government Code authorizes the District to levy benefit assessments for operations and maintenance consistent with the requirements of Article XIII D of the California Constitution; and

**WHEREAS**, Article 5 of the District’s Rules and Regulations authorizes the formation of Street Light Zones as a manner of exercising the District’s authority under Section 61122 of the California Government Code; and

**WHEREAS**, The District Board desires to form a street light zone, designated as Avelar/ Imeson Subdivision Street Light Zone # 102 (the “Zone”) and comprised of the parcels within the Subdivision, to fund the operation and maintenance of the Improvements through the levy of an assessment (the “Assessment”); and

**WHEREAS**, a Draft Engineer’s Report for the Zone has been filed with the District Board and is on file and available for public inspection in the District’s offices (the “Engineer’s Report”).

**NOW, THEREFORE BE IT RESOLVED** that the Board of Directors of the McKinleyville Community Services District does hereby:

1. Propose the formation of the Zone;
2. Preliminarily approves the Engineer’s Report and makes reference to the Engineer’s Report for a complete description of the boundaries of the Zone, of the nature of the Improvements, and of the amount of the proposed assessment against parcels in the Zone;
3. Sets July 1, 2020 at 7:00 pm Via Zoom as the time and place for a public hearing on the proposed assessment and the formation of the Zone (the “Hearing”);
4. Directs that notice of the Hearing be mailed to property owners within the District as required by Article XIID, Section 4 of the California Constitution. Such notice shall include a protest ballot as required by Article XIID, Section 4. Ballots will be accepted and tabulated pursuant to the rules attached hereto as EXHIBIT A.

**ADOPTED, SIGNED AND APPROVED** at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on June 3, 2020 by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Mary Burke, Board President

Attest:

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April Sousa, Board Secretary

**McKinleyville Community Services District  
PROCEDURES FOR THE COMPLETION, RETURN, AND TABULATION OF  
ASSESSMENT BALLOTS**

**I. Completion of Ballots**

- **Who may complete a ballot**

An assessment ballot may be completed by the owner of the parcel to be assessed. As used in these Procedures, the term "owner" includes the owner's authorized representative. If the owner of the parcel is a partnership, joint tenancy, or tenancy in common, a ballot may be completed by any of the general partners, joint tenants, or tenants in common. Except as set forth below, only one ballot may be completed for each parcel.

- **Proportional assessment ballots**

If a parcel has multiple owners, any owner may request a proportional assessment ballot. If the ownership interest of the owner is not shown on the last equalized secured property tax assessment roll, such request must include evidence, satisfactory to the District, of the owner's proportional rights in the parcel. The District will provide the proportional ballot to the owner at the address shown on the assessment roll. Any request for a ballot to be mailed to another location must be made in writing and must include evidence, satisfactory to the District, of the identity of the person requesting the ballot. Each proportional ballot will be marked to show the date on which the ballot was provided, to identify it as a proportional ballot and to indicate the owner's proportional rights in the parcel. The District will keep a record of each proportional ballot provided to an owner.

- **Duplicate ballots**

If an assessment ballot is lost, withdrawn, destroyed or never received, the District will mail or otherwise provide a duplicate ballot to the owner upon receipt of a request in writing delivered to the District. The duplicate ballot will be marked to show the date on which the ballot was mailed or provided and to identify it as a duplicate ballot or a duplicate proportional ballot. The same procedure applies to duplicate ballots or duplicate proportional ballots which are lost, withdrawn, destroyed, or never received.

- **Marking and signing the ballot**

To complete an assessment ballot, the owner of the parcel must (1) stamp or mark the appropriate box supporting or opposing the proposed assessment, and (2) sign, under penalty of perjury, the statement on the ballot that the person completing the ballot is the owner of the parcel or the owner's authorized representative. Only one box may be stamped or marked on each ballot. Ballots must be completed in ink.

- **Only assessment ballots provided by the District will be accepted**

The District will only accept ballots mailed or otherwise provided to owners by the District.

## **II. Return of Ballots**

- **Who may return ballots**

An assessment ballot may be returned by the owner of the parcel or by anyone authorized by the owner to return the ballot.

- **Where to return ballots**

Ballots may be mailed to the address indicated on the ballot. The District has provided return postage on the ballot.

Ballots may also be delivered in person to the District's offices, (prior to 4:30 p.m. on the date scheduled for the public hearing on the proposed assessment), or delivered to the District General Manager at the public hearing on the proposed assessment.

- **When to return ballots**

All returned ballots must be received by the District prior to the time the Board of Directors closes the public input portion of the public hearing on the proposed assessment. The public input portion of the public hearing may be continued from time to time. District staff will endorse on each ballot the date of its receipt.

Mailed ballots will only be counted if the ballots are received by the District prior to the conclusion of the public input portion of the public hearing. The District makes no representation as to whether the public input portion of the public hearing will be concluded on the date scheduled for commencement of the public hearing or continued to a later date.

- **Withdrawal of assessment ballots**

After returning an assessment ballot to the District, the person who signed the ballot may withdraw the ballot by submitting a written statement to the District directing the District to withdraw the ballot. Such statement must be received by the District prior to the close of the public input portion of the public hearing on the proposed assessment. When ballots for the assessment are tabulated, the District will segregate withdrawn ballots from all other returned ballots. The District will retain all withdrawn ballots and will indicate on the face of such withdrawn ballots that they have been withdrawn.

If any ballot has been withdrawn, the person withdrawing the ballot may request a duplicate ballot.

- **Changes to assessment ballots**

In order to change the contents of a ballot that has been submitted, the person who has signed that ballot may (1) request that such ballot be withdrawn, (2) request that a duplicate ballot be issued, and (3) return the duplicate ballot fully completed. Each of these steps must be completed according to the procedures set forth above.

### **III. Tabulation of Ballots**

- **Which assessment ballots will be counted**

Only ballots which are completed and returned in compliance with these procedures will be counted. Ballots received by the District after the close of the public input portion of the public hearing on the proposed assessment will not be counted. Ballots which are not signed by the owner will not be counted. Ballots with no boxes marked, or with more than one box marked, will not be counted. Ballots withdrawn in accordance with these procedures will not be counted.

The District will keep a record of each proportional or duplicate ballot mailed or otherwise provided to an owner and will verify, prior to counting any duplicate ballot, that only one ballot has been returned for the parcel (or for the owner in the case of proportional ballots).

The following rules will apply if more than one countable ballot for a parcel (or owner) has been returned. If a non-duplicate ballot has been returned, the District will count the non-duplicate ballot and disregard all duplicate ballots. If only duplicate ballots have been returned, the District will count the earliest provided duplicate ballot and disregard the later provided duplicate ballots. If an owner returns both a non-proportional ballot and a proportional ballot, the District will count the proportional ballot and disregard the non-proportional ballot.

- **When and where ballots will be tabulated**

The tabulation of ballots will be performed, in view of those present, at the public hearing following the close of the public input portion of the public hearing. The public hearing may be continued from time to time for the purpose of tabulating ballots. Ballots will not be unsealed until the tabulation begins.

- **How ballots will be tabulated**

Ballots may be counted by hand, by computer or by any other tabulating device.

Ballots will be tabulated by adding the ballots submitted in opposition to the assessment and adding the ballots submitted in favor of the assessment. Ballots shall be weighted according to the proportional financial obligation of the affected property; provided, however, that proportional ballots shall be weighted in accordance with the respective ownership interests of each proportional ballot submitted. If one or more proportional ballots are returned for a parcel and a non-proportional ballot is returned for the parcel, the non-proportional ballot will either be disregarded (if the same owner has returned a proportional ballot) or treated as a proportional ballot (if the same owner has not returned a proportional ballot).

- **Who will tabulate ballots**

Ballots will be tabulated by the District General Manager or some other impartial person designated by the Board of Directors who does not have a vested interest in the outcome of the proposed assessment. The District General Manager or the other designated person may be assisted by any of the staff and consultants of the District.



- **Results of tabulation**

The results of the tabulation will be announced following the completion of the tabulation and entered in the minutes of the Board of Directors meeting. If ballots submitted in opposition to the proposed assessment exceed the ballots submitted in favor of the proposed assessment (as tabulated above), the assessment will not be imposed.

- **Disclosure of Ballots**

During and after the tabulation, the assessment ballots shall be treated as disclosable public records and be equally available for inspection by the proponents and opponents of the proposed assessment.

#### **IV. Resolution of Disputes**

In the event of a dispute regarding whether the signer of a ballot is the owner of the parcel to which the ballot applies, the District will make such determination from the last equalized assessment roll and any evidence of ownership submitted to the District prior to the conclusion of the public hearing. The District will be under no duty to obtain or consider any other evidence as to ownership of property and its determination of ownership will be final and conclusive.

In the event of a dispute regarding whether the signer of a ballot is an authorized representative of the owner of the parcel, the District may rely on the statement on the ballot signed under penalty of perjury that the person completing the ballot is the owner's authorized representative and any evidence submitted to the District prior to the conclusion of the public hearing. The District will be under no duty to obtain or consider any other evidence as to whether the signer of the ballot is an authorized representative of the owner and its determination will be final and conclusive.

#### **V. Public Record**

During and after tabulation, all ballots are public records.

#### **VI. Further Information**

For further information, contact MCSD at 839-3251.

**RESOLUTION 2020-14**

**A RESOLUTION OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT  
INITIATING PROCEEDINGS TO ESTABLISH THE DAY/ GRIFFITH SUBDIVISION  
STREET LIGHTING ZONE # 103**

**WHEREAS**, the development of the Day/ Griffith Subdivision (the “Subdivision”) will necessitate the District’s operation and maintenance of the street lights (the “Improvements”) within a proposed project area described as APN 508-081-061; and

**WHEREAS**, Section 61122 of the California Government Code authorizes the District to levy benefit assessments for operations and maintenance consistent with the requirements of Article XIII D of the California Constitution; and

**WHEREAS**, Article 5 of the District’s Rules and Regulations authorizes the formation of Street Light Zones as a manner of exercising the District’s authority under Section 61122 of the California Government Code; and

**WHEREAS**, The District Board desires to form a street light zone, designated as Day/ Griffith Subdivision Street Light Zone # 103 (the “Zone”) and comprised of the parcels within the Subdivision, to fund the operation and maintenance of the Improvements through the levy of an assessment (the “Assessment”); and

**WHEREAS**, a Draft Engineer’s Report for the Zone has been filed with the District Board and is on file and available for public inspection in the District’s offices (the “Engineer’s Report”).

**NOW, THEREFORE BE IT RESOLVED** that the Board of Directors of the McKinleyville Community Services District does hereby:

1. Propose the formation of the Zone;
2. Preliminarily approves the Engineer’s Report and makes reference to the Engineer’s Report for a complete description of the boundaries of the Zone, of the nature of the Improvements, and of the amount of the proposed assessment against parcels in the Zone;
3. Sets July 1, 2020 at 7:00 pm Via Zoom, as the time and place for a public hearing on the proposed assessment and the formation of the Zone (the “Hearing”);
4. Directs that notice of the Hearing be mailed to property owners within the District as required by Article XIID, Section 4 of the California Constitution. Such notice shall include a protest ballot as required by Article XIID, Section 4. Ballots will be accepted and tabulated pursuant to the rules attached hereto as EXHIBIT A.

**ADOPTED, SIGNED AND APPROVED** at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on June 3, 2020 by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Mary Burke, Board President

Attest:

---

April Sousa, Board Secretary

**McKinleyville Community Services District  
PROCEDURES FOR THE COMPLETION, RETURN, AND TABULATION OF  
ASSESSMENT BALLOTS**

**I. Completion of Ballots**

- **Who may complete a ballot**

An assessment ballot may be completed by the owner of the parcel to be assessed. As used in these Procedures, the term "owner" includes the owner's authorized representative. If the owner of the parcel is a partnership, joint tenancy, or tenancy in common, a ballot may be completed by any of the general partners, joint tenants, or tenants in common. Except as set forth below, only one ballot may be completed for each parcel.

- **Proportional assessment ballots**

If a parcel has multiple owners, any owner may request a proportional assessment ballot. If the ownership interest of the owner is not shown on the last equalized secured property tax assessment roll, such request must include evidence, satisfactory to the District, of the owner's proportional rights in the parcel. The District will provide the proportional ballot to the owner at the address shown on the assessment roll. Any request for a ballot to be mailed to another location must be made in writing and must include evidence, satisfactory to the District, of the identity of the person requesting the ballot. Each proportional ballot will be marked to show the date on which the ballot was provided, to identify it as a proportional ballot and to indicate the owner's proportional rights in the parcel. The District will keep a record of each proportional ballot provided to an owner.

- **Duplicate ballots**

If an assessment ballot is lost, withdrawn, destroyed or never received, the District will mail or otherwise provide a duplicate ballot to the owner upon receipt of a request in writing delivered to the District. The duplicate ballot will be marked to show the date on which the ballot was mailed or provided and to identify it as a duplicate ballot or a duplicate proportional ballot. The same procedure applies to duplicate ballots or duplicate proportional ballots which are lost, withdrawn, destroyed, or never received.

- **Marking and signing the ballot**

To complete an assessment ballot, the owner of the parcel must (1) stamp or mark the appropriate box supporting or opposing the proposed assessment, and (2) sign, under penalty of perjury, the statement on the ballot that the person completing the ballot is the owner of the parcel or the owner's authorized representative. Only one box may be stamped or marked on each ballot. Ballots must be completed in ink.

- **Only assessment ballots provided by the District will be accepted**

The District will only accept ballots mailed or otherwise provided to owners by the District.

## **II. Return of Ballots**

- **Who may return ballots**

An assessment ballot may be returned by the owner of the parcel or by anyone authorized by the owner to return the ballot.

- **Where to return ballots**

Ballots may be mailed to the address indicated on the ballot. The District has provided return postage on the ballot.

Ballots may also be delivered in person to the District's offices, (prior to 4:30 p.m. on the date scheduled for the public hearing on the proposed assessment), or delivered to the District General Manager at the public hearing on the proposed assessment.

- **When to return ballots**

All returned ballots must be received by the District prior to the time the Board of Directors closes the public input portion of the public hearing on the proposed assessment. The public input portion of the public hearing may be continued from time to time. District staff will endorse on each ballot the date of its receipt.

Mailed ballots will only be counted if the ballots are received by the District prior to the conclusion of the public input portion of the public hearing. The District makes no representation as to whether the public input portion of the public hearing will be concluded on the date scheduled for commencement of the public hearing or continued to a later date.

- **Withdrawal of assessment ballots**

After returning an assessment ballot to the District, the person who signed the ballot may withdraw the ballot by submitting a written statement to the District directing the District to withdraw the ballot. Such statement must be received by the District prior to the close of the public input portion of the public hearing on the proposed assessment. When ballots for the assessment are tabulated, the District will segregate withdrawn ballots from all other returned ballots. The District will retain all withdrawn ballots and will indicate on the face of such withdrawn ballots that they have been withdrawn.

If any ballot has been withdrawn, the person withdrawing the ballot may request a duplicate ballot.

- **Changes to assessment ballots**

In order to change the contents of a ballot that has been submitted, the person who has signed that ballot may (1) request that such ballot be withdrawn, (2) request that a duplicate ballot be issued, and (3) return the duplicate ballot fully completed. Each of these steps must be completed according to the procedures set forth above.

### **III. Tabulation of Ballots**

- **Which assessment ballots will be counted**

Only ballots which are completed and returned in compliance with these procedures will be counted. Ballots received by the District after the close of the public input portion of the public hearing on the proposed assessment will not be counted. Ballots which are not signed by the owner will not be counted. Ballots with no boxes marked, or with more than one box marked, will not be counted. Ballots withdrawn in accordance with these procedures will not be counted.

The District will keep a record of each proportional or duplicate ballot mailed or otherwise provided to an owner and will verify, prior to counting any duplicate ballot, that only one ballot has been returned for the parcel (or for the owner in the case of proportional ballots).

The following rules will apply if more than one countable ballot for a parcel (or owner) has been returned. If a non-duplicate ballot has been returned, the District will count the non-duplicate ballot and disregard all duplicate ballots. If only duplicate ballots have been returned, the District will count the earliest provided duplicate ballot and disregard the later provided duplicate ballots. If an owner returns both a non-proportional ballot and a proportional ballot, the District will count the proportional ballot and disregard the non-proportional ballot.

- **When and where ballots will be tabulated**

The tabulation of ballots will be performed, in view of those present, at the public hearing following the close of the public input portion of the public hearing. The public hearing may be continued from time to time for the purpose of tabulating ballots. Ballots will not be unsealed until the tabulation begins.

- **How ballots will be tabulated**

Ballots may be counted by hand, by computer or by any other tabulating device.

Ballots will be tabulated by adding the ballots submitted in opposition to the assessment and adding the ballots submitted in favor of the assessment. Ballots shall be weighted according to the proportional financial obligation of the affected property; provided, however, that proportional ballots shall be weighted in accordance with the respective ownership interests of each proportional ballot submitted. If one or more proportional ballots are returned for a parcel and a non-proportional ballot is returned for the parcel, the non-proportional ballot will either be disregarded (if the same owner has returned a proportional ballot) or treated as a proportional ballot (if the same owner has not returned a proportional ballot).

- **Who will tabulate ballots**

Ballots will be tabulated by the District General Manager or some other impartial person designated by the Board of Directors who does not have a vested interest in the outcome of the proposed assessment. The District General Manager or the other designated person may be assisted by any of the staff and consultants of the District.

- **Results of tabulation**

The results of the tabulation will be announced following the completion of the tabulation and entered in the minutes of the Board of Directors meeting. If ballots submitted in opposition to the proposed assessment exceed the ballots submitted in favor of the proposed assessment (as tabulated above), the assessment will not be imposed.

- **Disclosure of Ballots**

During and after the tabulation, the assessment ballots shall be treated as disclosable public records and be equally available for inspection by the proponents and opponents of the proposed assessment.

#### **IV. Resolution of Disputes**

In the event of a dispute regarding whether the signer of a ballot is the owner of the parcel to which the ballot applies, the District will make such determination from the last equalized assessment roll and any evidence of ownership submitted to the District prior to the conclusion of the public hearing. The District will be under no duty to obtain or consider any other evidence as to ownership of property and its determination of ownership will be final and conclusive.

In the event of a dispute regarding whether the signer of a ballot is an authorized representative of the owner of the parcel, the District may rely on the statement on the ballot signed under penalty of perjury that the person completing the ballot is the owner's authorized representative and any evidence submitted to the District prior to the conclusion of the public hearing. The District will be under no duty to obtain or consider any other evidence as to whether the signer of the ballot is an authorized representative of the owner and its determination will be final and conclusive.

#### **V. Public Record**

During and after tabulation, all ballots are public records.

#### **VI. Further Information**

For further information, contact MCSD at 839-3251.

## RESOLUTION 2020-15

### A RESOLUTION OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT INITIATING PROCEEDINGS TO ESTABLISH THE DAY/ GRIFFITH SUBDIVISION STREET LIGHTING ZONE # 104

**WHEREAS**, the development of the Valadao/ Lime Subdivision (the “Subdivision”) will necessitate the District’s operation and maintenance of the street lights (the “Improvements”) within a proposed project area described as APN 509-114-016; and

**WHEREAS**, Section 61122 of the California Government Code authorizes the District to levy benefit assessments for operations and maintenance consistent with the requirements of Article XIII D of the California Constitution; and

**WHEREAS**, Article 5 of the District’s Rules and Regulations authorizes the formation of Street Light Zones as a manner of exercising the District’s authority under Section 61122 of the California Government Code; and

**WHEREAS**, The District Board desires to form a street light zone, designated as Valadao/ Lime Subdivision Street Light Zone # 104 (the “Zone”) and comprised of the parcels within the Subdivision, to fund the operation and maintenance of the Improvements through the levy of an assessment (the “Assessment”); and

**WHEREAS**, a Draft Engineer’s Report for the Zone has been filed with the District Board and is on file and available for public inspection in the District’s offices (the “Engineer’s Report”).

**NOW, THEREFORE BE IT RESOLVED** that the Board of Directors of the McKinleyville Community Services District does hereby:

1. Propose the formation of the Zone;
2. Preliminarily approves the Engineer’s Report and makes reference to the Engineer’s Report for a complete description of the boundaries of the Zone, of the nature of the Improvements, and of the amount of the proposed assessment against parcels in the Zone;
3. Sets July 1, 2020 at 7:00 pm Via Zoom, as the time and place for a public hearing on the proposed assessment and the formation of the Zone (the “Hearing”);
4. Directs that notice of the Hearing be mailed to property owners within the District as required by Article XIID, Section 4 of the California Constitution. Such notice shall include a protest ballot as required by Article XIID, Section 4. Ballots will be accepted and tabulated pursuant to the rules attached hereto as EXHIBIT A.



**ADOPTED, SIGNED AND APPROVED** at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on June 3, 2020 by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Mary Burke, Board President

Attest:

---

April Sousa, Board Secretary

**McKinleyville Community Services District  
PROCEDURES FOR THE COMPLETION, RETURN, AND TABULATION OF  
ASSESSMENT BALLOTS**

**I. Completion of Ballots**

- **Who may complete a ballot**

An assessment ballot may be completed by the owner of the parcel to be assessed. As used in these Procedures, the term "owner" includes the owner's authorized representative. If the owner of the parcel is a partnership, joint tenancy, or tenancy in common, a ballot may be completed by any of the general partners, joint tenants, or tenants in common. Except as set forth below, only one ballot may be completed for each parcel.

- **Proportional assessment ballots**

If a parcel has multiple owners, any owner may request a proportional assessment ballot. If the ownership interest of the owner is not shown on the last equalized secured property tax assessment roll, such request must include evidence, satisfactory to the District, of the owner's proportional rights in the parcel. The District will provide the proportional ballot to the owner at the address shown on the assessment roll. Any request for a ballot to be mailed to another location must be made in writing and must include evidence, satisfactory to the District, of the identity of the person requesting the ballot. Each proportional ballot will be marked to show the date on which the ballot was provided, to identify it as a proportional ballot and to indicate the owner's proportional rights in the parcel. The District will keep a record of each proportional ballot provided to an owner.

- **Duplicate ballots**

If an assessment ballot is lost, withdrawn, destroyed or never received, the District will mail or otherwise provide a duplicate ballot to the owner upon receipt of a request in writing delivered to the District. The duplicate ballot will be marked to show the date on which the ballot was mailed or provided and to identify it as a duplicate ballot or a duplicate proportional ballot. The same procedure applies to duplicate ballots or duplicate proportional ballots which are lost, withdrawn, destroyed, or never received.

- **Marking and signing the ballot**

To complete an assessment ballot, the owner of the parcel must (1) stamp or mark the appropriate box supporting or opposing the proposed assessment, and (2) sign, under penalty of perjury, the statement on the ballot that the person completing the ballot is the owner of the parcel or the owner's authorized representative. Only one box may be stamped or marked on each ballot. Ballots must be completed in ink.

- **Only assessment ballots provided by the District will be accepted**

The District will only accept ballots mailed or otherwise provided to owners by the District.

## **II. Return of Ballots**

- **Who may return ballots**

An assessment ballot may be returned by the owner of the parcel or by anyone authorized by the owner to return the ballot.

- **Where to return ballots**

Ballots may be mailed to the address indicated on the ballot. The District has provided return postage on the ballot.

Ballots may also be delivered in person to the District's offices, (prior to 4:30 p.m. on the date scheduled for the public hearing on the proposed assessment), or delivered to the District General Manager at the public hearing on the proposed assessment.

- **When to return ballots**

All returned ballots must be received by the District prior to the time the Board of Directors closes the public input portion of the public hearing on the proposed assessment. The public input portion of the public hearing may be continued from time to time. District staff will endorse on each ballot the date of its receipt.

Mailed ballots will only be counted if the ballots are received by the District prior to the conclusion of the public input portion of the public hearing. The District makes no representation as to whether the public input portion of the public hearing will be concluded on the date scheduled for commencement of the public hearing or continued to a later date.

- **Withdrawal of assessment ballots**

After returning an assessment ballot to the District, the person who signed the ballot may withdraw the ballot by submitting a written statement to the District directing the District to withdraw the ballot. Such statement must be received by the District prior to the close of the public input portion of the public hearing on the proposed assessment. When ballots for the assessment are tabulated, the District will segregate withdrawn ballots from all other returned ballots. The District will retain all withdrawn ballots and will indicate on the face of such withdrawn ballots that they have been withdrawn.

If any ballot has been withdrawn, the person withdrawing the ballot may request a duplicate ballot.

- **Changes to assessment ballots**

In order to change the contents of a ballot that has been submitted, the person who has signed that ballot may (1) request that such ballot be withdrawn, (2) request that a duplicate ballot be issued, and (3) return the duplicate ballot fully completed. Each of these steps must be completed according to the procedures set forth above.

### **III. Tabulation of Ballots**

- **Which assessment ballots will be counted**

Only ballots which are completed and returned in compliance with these procedures will be counted. Ballots received by the District after the close of the public input portion of the public hearing on the proposed assessment will not be counted. Ballots which are not signed by the owner will not be counted. Ballots with no boxes marked, or with more than one box marked, will not be counted. Ballots withdrawn in accordance with these procedures will not be counted.

The District will keep a record of each proportional or duplicate ballot mailed or otherwise provided to an owner and will verify, prior to counting any duplicate ballot, that only one ballot has been returned for the parcel (or for the owner in the case of proportional ballots).

The following rules will apply if more than one countable ballot for a parcel (or owner) has been returned. If a non-duplicate ballot has been returned, the District will count the non-duplicate ballot and disregard all duplicate ballots. If only duplicate ballots have been returned, the District will count the earliest provided duplicate ballot and disregard the later provided duplicate ballots. If an owner returns both a non-proportional ballot and a proportional ballot, the District will count the proportional ballot and disregard the non-proportional ballot.

- **When and where ballots will be tabulated**

The tabulation of ballots will be performed, in view of those present, at the public hearing following the close of the public input portion of the public hearing. The public hearing may be continued from time to time for the purpose of tabulating ballots. Ballots will not be unsealed until the tabulation begins.

- **How ballots will be tabulated**

Ballots may be counted by hand, by computer or by any other tabulating device.

Ballots will be tabulated by adding the ballots submitted in opposition to the assessment and adding the ballots submitted in favor of the assessment. Ballots shall be weighted according to the proportional financial obligation of the affected property; provided, however, that proportional ballots shall be weighted in accordance with the respective ownership interests of each proportional ballot submitted. If one or more proportional ballots are returned for a parcel and a non-proportional ballot is returned for the parcel, the non-proportional ballot will either be disregarded (if the same owner has returned a proportional ballot) or treated as a proportional ballot (if the same owner has not returned a proportional ballot).

- **Who will tabulate ballots**

Ballots will be tabulated by the District General Manager or some other impartial person designated by the Board of Directors who does not have a vested interest in the outcome of the proposed assessment. The District General Manager or the other designated person may be assisted by any of the staff and consultants of the District.

- **Results of tabulation**

The results of the tabulation will be announced following the completion of the tabulation and entered in the minutes of the Board of Directors meeting. If ballots submitted in opposition to the proposed assessment exceed the ballots submitted in favor of the proposed assessment (as tabulated above), the assessment will not be imposed.

- **Disclosure of Ballots**

During and after the tabulation, the assessment ballots shall be treated as disclosable public records and be equally available for inspection by the proponents and opponents of the proposed assessment.

#### **IV. Resolution of Disputes**

In the event of a dispute regarding whether the signer of a ballot is the owner of the parcel to which the ballot applies, the District will make such determination from the last equalized assessment roll and any evidence of ownership submitted to the District prior to the conclusion of the public hearing. The District will be under no duty to obtain or consider any other evidence as to ownership of property and its determination of ownership will be final and conclusive.

In the event of a dispute regarding whether the signer of a ballot is an authorized representative of the owner of the parcel, the District may rely on the statement on the ballot signed under penalty of perjury that the person completing the ballot is the owner's authorized representative and any evidence submitted to the District prior to the conclusion of the public hearing. The District will be under no duty to obtain or consider any other evidence as to whether the signer of the ballot is an authorized representative of the owner and its determination will be final and conclusive.

#### **V. Public Record**

During and after tabulation, all ballots are public records.

#### **VI. Further Information**

For further information, contact MCSD at 839-3251.

**ENGINEER'S REPORT**  
**AVELAR / IMESON SUBDIVISION STREET LIGHTING ZONE # 102**  
**DEVELOPER INITIATED STREET LIGHTING ZONE**

This report outlines a proposed Street Lighting Zone for the **AVELAR / IMESON Subdivision**. The site plan, which constitutes a map of the Zone and delineates the boundaries of the Zone, is attached hereto as **Exhibit A**, and incorporated herein by reference.

The facilities to be operated, maintained, and serviced, include ALL street lights within the subdivision.

**Exhibit A – SITE PLAN**

The site plan shows the approximate locations of the facilities included in the Zone. All facilities are to be constructed to specifications of the County of Humboldt and the McKinleyville Community Services District.

All residential lots within the Zone will equally share the cost of utilities, maintenance and overhead for the facilities. There are **13** residential lots within the Zone.

**Exhibit B – COST ESTIMATE**

The cost estimate attached and incorporated herein by reference, details the current estimated costs and expenses for utilities, maintenance and overhead of the street lights in the Zone.

Present monthly costs per lot are summarized as follows:

**\$6.09** per month (1/13 share) of the estimated cost for utilities,  
maintenance, and overhead

**\$0.50** per month charge for Administrative fees

**\$6.59** total assessment per lot per month

The cost estimate is a determination of the cost of the special benefit to each parcel within the Zone from the operation, maintenance and servicing of the street lighting facilities shown on the site plan. Street lighting facilities specially benefit assessed parcels by (i) providing security lighting for the fronts of parcels, (ii) lighting sidewalks used to access the parcels, and (iii) lighting street parking areas adjacent to the parcels.

There is no general benefit from the facilities because the assessed parcels constitute all of the residential parcels within the geographically distinct subdivision that constitutes

the Zone. It is unlikely that persons not associated with assessed parcels will make use of the facilities because (i) The Zone is an isolated residential subdivision, which can be anticipated to have little pass-through traffic at night, and (ii) the facilities are low-level lighting and are not designed to provide substantial lighting to travel lanes. Parcels outside of the Zone are in a different geographically distinct area, served by different facilities, and are not illuminated by the facilities in this Zone. Furthermore, the street lights are geographically disbursed within the Zone, and will be built along with each residential phase, meaning that each assessed parcel will have essentially equal proximity to (and special benefit from) improvements regardless of the parcel's location within the Zone.

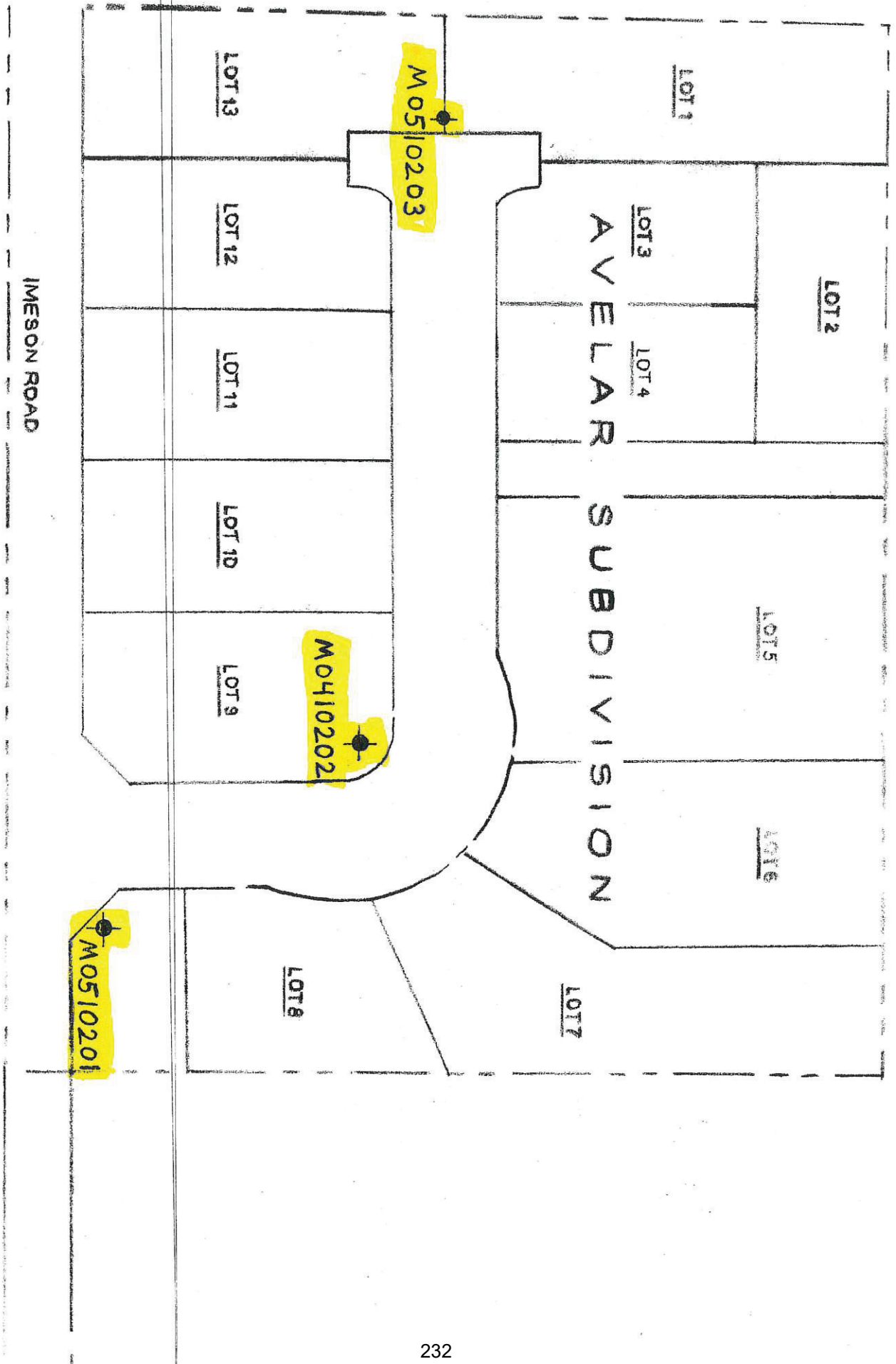
The assessed parcels are planned as single and multi- family residential parcels, of roughly similar size, meaning that each parcel will receive an equal share of the special benefit. The parcels in the Zone that are not in residential use constitute homeowner association parcels that serve the residential parcels. Homeowner association parcels are commonly owned by the owners of residential parcels and therefore are not separately assessed

The total assessment per lot per month is estimated in 2020 dollars. This monthly assessment (aside from the fifty cent administrative fee) may be adjusted annually, beginning **February 2021**, to reflect the change in prices as set forth in the California Department of Finance's "Price and Population" calculation. However in no event will the assessment per lot be increased higher than the upcoming year's total expected cost of utilities, maintenance, and overhead divided by the number of parcels subject to the assessment.

The assessment will be collected on the water/sewer bill and administered pursuant to Regulation 56 of the District.



Signed 4-29-20





Street Light Zone #102 Management Plan 2019- 2020 - Avelar / Imeson Subdivision

**Proposed Number of Subdivision Lots**      **Project**  
13      Avelar / Imeson Subdivision

**Street Light Count**      **Comments**  
3      Street Light Count in Above Project / Zone  
403      Total Street Light Count for MCSD

**Electrical Rates**      **Period**      **Comments**  
\$16,269.00      \$/Year      This was based on FY 2018/19 Total Cost for all fixtures per MCSD  
\$1,355.75      \$/Month      Equals total yearly cost above divided by 12

**Direct Costs**

Equipment/Labor/Material	Rate	Life Cycle (Months)	Visits or Replacement (Per Lifecycle)	Monthly Charge	Comments
Current Actual Average Energy Cost per Streetlight	\$3.36			<b>\$3.36</b>	This is the monthly electrical cost per street light
Current Actual Pole Replacement Cost	\$2,700.00	360		<b>\$7.50</b>	Assuming 30 year lifecycle per street light
Actual Loaded Labor for .5 hours	\$29.49		2	<b>\$0.25</b>	Assumed visits per street light per 20 year lifecycle
Actual Boom Truck cost .5 hour visit	\$41.72		2	<b>\$0.35</b>	Assumed visits per street light per 20 year lifecycle
Actual Average Photo Cell Cost	\$14.62		2	<b>\$0.12</b>	Assumed replacements per street light per 20 year lifecycle
Current Average LED Light Fixture Cost	\$474.00	240		<b>\$1.98</b>	Assuming 20 year lifecycle per street light
Pole Inspections	\$123.70		3	<b>\$1.03</b>	Assumed visits per street light per 30 year lifecycle
<b>Total Monthly Direct Cost</b>				<b>\$14.59</b>	Per Street Light in above project / zone

**Indirect Costs**

Description	Rate Annual	Monthly Charge	Comments
Admin/Billing Labor Costs per month	\$3,470.00	<b>\$8.61</b>	This is the monthly cost per street light (actual budget per 005)
Overhead/Fixed Costs (Insurance, etc.)	\$1,293.00	<b>\$3.21</b>	This is the monthly cost per street light (actual budget per 005)
<b>Total Monthly Indirect Cost</b>			<b>\$11.82</b> Per Street light in above project / zone

**Total Cost per Street Light**      \$26.40      per month  
**Total Cost for SLZ # 102**      \$79.21      per month for all street lights in zone  
**Total monthly cost per lot for SLZ # 102**      \$6.09      per month

**ENGINEER'S REPORT**  
**DAY/ GRIFFITH SUBDIVISION STREET LIGHTING ZONE # 103**  
**DEVELOPER INITIATED STREET LIGHTING ZONE**

This report outlines a proposed Street Lighting Zone for the **DAY/ GRIFFITH Subdivision**. The site plan, which constitutes a map of the Zone and delineates the boundaries of the Zone, is attached hereto as **Exhibit A**, and incorporated herein by reference.

The facilities to be operated, maintained, and serviced, include ALL street lights within the subdivision.

**Exhibit A – SITE PLAN**

The site plan shows the approximate locations of the facilities included in the Zone. All facilities are to be constructed to specifications of the County of Humboldt and the McKinleyville Community Services District.

All residential lots within the Zone will equally share the cost of utilities, maintenance and overhead for the facilities. There are 8 residential lots within the Zone.

**Exhibit B – COST ESTIMATE**

The cost estimate attached and incorporated herein by reference, details the current estimated costs and expenses for utilities, maintenance and overhead of the street lights in the Zone.

Present monthly costs per lot are summarized as follows:

**\$6.58** per month (1/8 share) of the estimated cost for utilities,  
 maintenance, and overhead

**\$0.50** per month charge for Administrative fees

**\$7.08** total assessment per lot per month

The cost estimate is a determination of the cost of the special benefit to each parcel within the Zone from the operation, maintenance and servicing of the street lighting facilities shown on the site plan. Street lighting facilities specially benefit assessed parcels by (i) providing security lighting for the fronts of parcels, (ii) lighting sidewalks used to access the parcels, and (iii) lighting street parking areas adjacent to the parcels.

There is no general benefit from the facilities because the assessed parcels constitute all of the residential parcels within the geographically distinct subdivision that constitutes

the Zone. It is unlikely that persons not associated with assessed parcels will make use of the facilities because (i) The Zone is an isolated residential subdivision, which can be anticipated to have little pass-through traffic at night, and (ii) the facilities are low-level lighting and are not designed to provide substantial lighting to travel lanes. Parcels outside of the Zone are in a different geographically distinct area, served by different facilities, and are not illuminated by the facilities in this Zone. Furthermore, the street lights are geographically disbursed within the Zone, and will be built along with each residential phase, meaning that each assessed parcel will have essentially equal proximity to (and special benefit from) improvements regardless of the parcel's location within the Zone.

The assessed parcels are planned as single and multi- family residential parcels, of roughly similar size, meaning that each parcel will receive an equal share of the special benefit. The parcels in the Zone that are not in residential use constitute homeowner association parcels that serve the residential parcels. Homeowner association parcels are commonly owned by the owners of residential parcels and therefore are not separately assessed

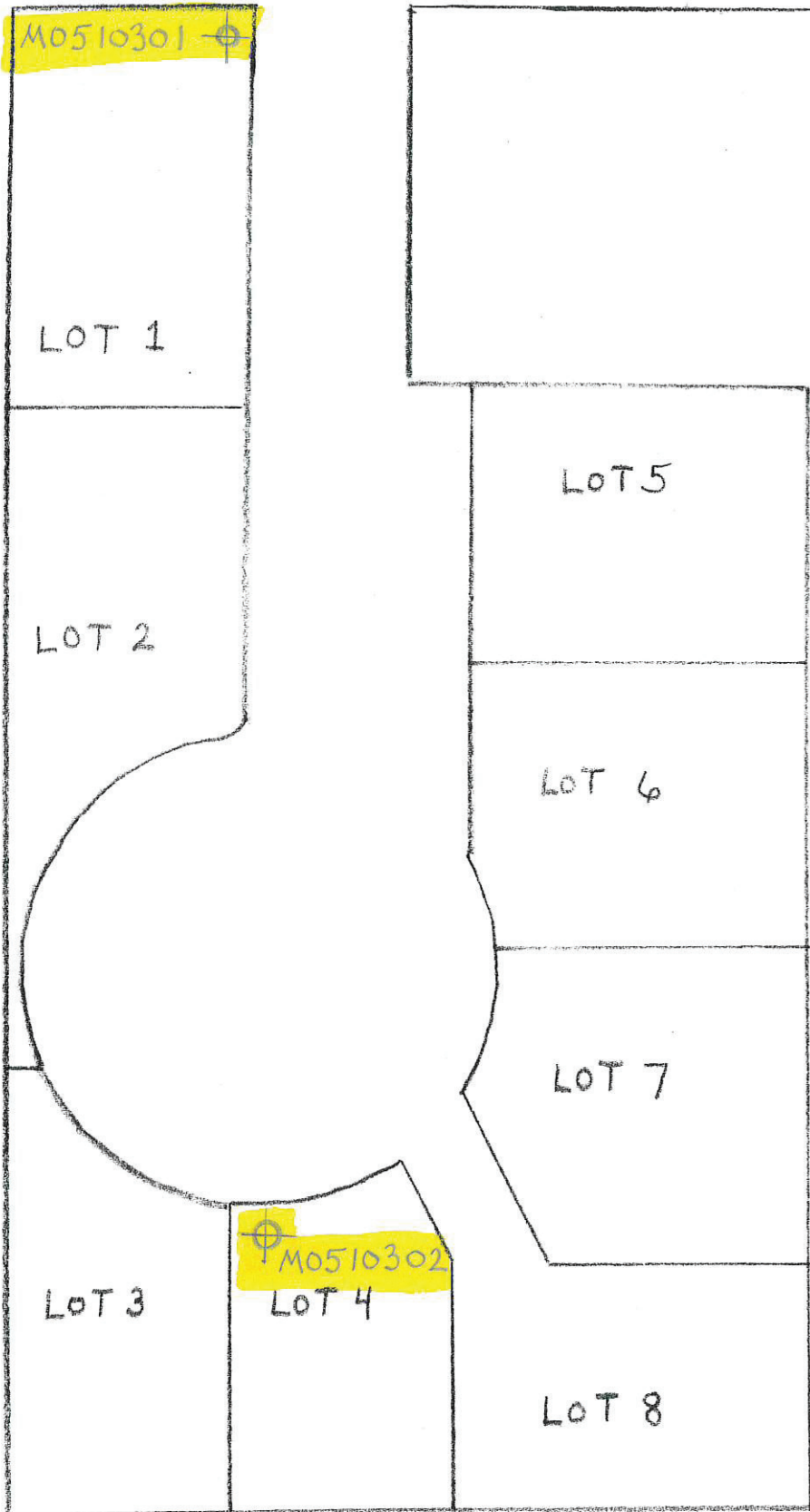
The total assessment per lot per month is estimated in 2020 dollars. This monthly assessment (aside from the fifty cent administrative fee) may be adjusted annually, beginning **February 2021**, to reflect the change in prices as set forth in the California Department of Finance's "Price and Population" calculation. However in no event will the assessment per lot be increased higher than the upcoming year's total expected cost of utilities, maintenance, and overhead divided by the number of parcels subject to the assessment.

The assessment will be collected on the water/sewer bill and administered pursuant to Regulation 56 of the District.



Signed 4-29-20

Bo Day / GAVIN LN. SUBDIVISION



Street Light Zone #103 Management Plan 2019- 2020 - Bo Day/ Griffith Subdivision

**Proposed Number of Subdivision Lots**      **Project**  
 8      Day/ Griffith Subdivision

**Street Light Count**      **Comments**  
 2      Street Light Count in Above Project / Zone  
 405      Total Street Light Count for MCSD

**Electrical Rates**      **Period**      **Comments**  
 \$16,269.00      \$/Year      This was based on FY 2018/19 Total Cost for all fixtures per MCSD  
 \$1,355.75      \$/Month      Equals total yearly cost above divided by 12

**Direct Costs**

Equipment/Labor/Material	Rate	Life Cycle (Months)	Visits or Replacement (Per Lifecycle)	Monthly Charge	Comments
Current Actual Average Energy Cost per Streetlight	\$3.35			\$3.35	This is the monthly electrical cost per street light
Current Actual Pole Replacement Cost	\$2,700.00	360		\$7.50	Assuming 30 year lifecycle per street light pole
Actual Loaded Labor for .5 hours	\$29.49		2	\$0.25	Assumed visits per street light per 20 year lifecycle
Actual Boom Truck cost .5 hour visit	\$41.72		2	\$0.35	Assumed visits per street light per 20 year lifecycle
Actual Average Photo Cell Cost	\$14.62		2	\$0.12	Assumed replacements per street light per 20 year lifecycle
Current Average LED Light Fixture Cost	\$474.00	240		\$1.98	Assuming 20 year lifecycle per street light
Pole Inspections	\$123.70		3	\$1.03	Assumed visits per street light per 30 year lifecycle
<b>Total Monthly Direct Cost</b>				<b>\$14.57</b>	<b>Per Street light in above project / zone</b>

**Indirect Costs**

Description	Rate Annual	Monthly Charge	Comments
Admin/Billing Labor Costs per month	\$3,470.00	\$8.57	This is the monthly cost per street light (actual budget per 005)
Overhead/Fixed Costs (Insurance, etc.)	\$1,293.00	\$3.19	This is the monthly cost per street light (actual budget per 005)
<b>Total Monthly Indirect Cost</b>		<b>\$11.76</b>	<b>Per Street light in above project / zone</b>

**Total Cost per Street Light**      \$26.33      per month  
**Total Cost for SLZ # 103**      \$52.66      per month for all street lights in zone  
**Total monthly cost per lot for SLZ # 103**      \$6.58      per month

**ENGINEER'S REPORT**  
**VALADAO/ LIME SUBDIVISION STREET LIGHTING ZONE # 104**  
**DEVELOPER INITIATED STREET LIGHTING ZONE**

This report outlines a proposed Street Lighting Zone for the **DAY/ GRIFFITH Subdivision**. The site plan, which constitutes a map of the Zone and delineates the boundaries of the Zone, is attached hereto as **Exhibit A**, and incorporated herein by reference.

The facilities to be operated, maintained, and serviced, include ALL street lights within the subdivision.

**Exhibit A – SITE PLAN**

The site plan shows the approximate locations of the facilities included in the Zone. All facilities are to be constructed to specifications of the County of Humboldt and the McKinleyville Community Services District.

All residential lots within the Zone will equally share the cost of utilities, maintenance and overhead for the facilities. There are 7 residential lots within the Zone.

**Exhibit B – COST ESTIMATE**

The cost estimate attached and incorporated herein by reference, details the current estimated costs and expenses for utilities, maintenance and overhead of the street lights in the Zone.

Present monthly costs per lot are summarized as follows:

**\$7.50** per month (1/7 share) of the estimated cost for utilities,  
 maintenance, and overhead

**\$0.50** per month charge for Administrative fees

**\$8.00** total assessment per lot per month

The cost estimate is a determination of the cost of the special benefit to each parcel within the Zone from the operation, maintenance and servicing of the street lighting facilities shown on the site plan. Street lighting facilities specially benefit assessed parcels by (i) providing security lighting for the fronts of parcels, (ii) lighting sidewalks used to access the parcels, and (iii) lighting street parking areas adjacent to the parcels.

There is no general benefit from the facilities because the assessed parcels constitute all of the residential parcels within the geographically distinct subdivision that constitutes

the Zone. It is unlikely that persons not associated with assessed parcels will make use of the facilities because (i) The Zone is an isolated residential subdivision, which can be anticipated to have little pass-through traffic at night, and (ii) the facilities are low-level lighting and are not designed to provide substantial lighting to travel lanes. Parcels outside of the Zone are in a different geographically distinct area, served by different facilities, and are not illuminated by the facilities in this Zone. Furthermore, the street lights are geographically disbursed within the Zone, and will be built along with each residential phase, meaning that each assessed parcel will have essentially equal proximity to (and special benefit from) improvements regardless of the parcel's location within the Zone.

The assessed parcels are planned as single and multi- family residential parcels, of roughly similar size, meaning that each parcel will receive an equal share of the special benefit. The parcels in the Zone that are not in residential use constitute homeowner association parcels that serve the residential parcels. Homeowner association parcels are commonly owned by the owners of residential parcels and therefore are not separately assessed

The total assessment per lot per month is estimated in 2020 dollars. This monthly assessment (aside from the fifty cent administrative fee) may be adjusted annually, beginning **February 2021**, to reflect the change in prices as set forth in the California Department of Finance's "Price and Population" calculation. However in no event will the assessment per lot be increased higher than the upcoming year's total expected cost of utilities, maintenance, and overhead divided by the number of parcels subject to the assessment.

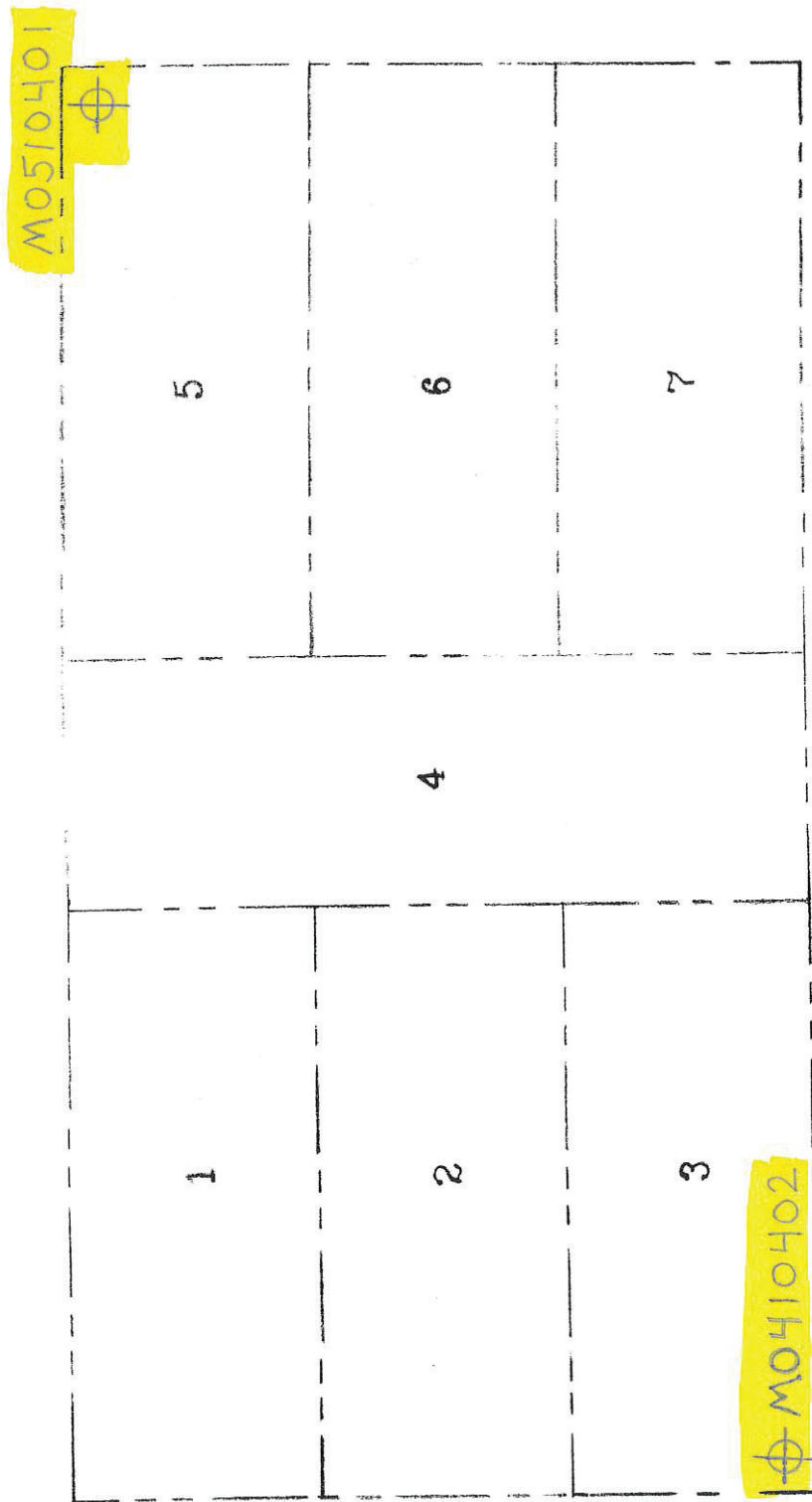
The assessment will be collected on the water/sewer bill and administered pursuant to Regulation 56 of the District.



Signed 4-29-20

FIRST ST

A ST



LIME AVE

VALADAO SUB



Street Light Zone #104 Management Plan 2019- 2020 - Valadao/ Lime Subdivision

**Proposed Number of Subdivision Lots**      **Project**  
 7      Valadao/ Lime Subdivision

**Street Light Count**      **Comments**  
 2      Street Light Count in Above Project / Zone  
407      Total Street Light Count for MCSD

**Electrical Rates**      **Period**      **Comments**  
\$16,269.00      \$/Year      This was based on FY 2018/19 Total Cost for all fixtures per MCSD  
\$1,355.75      \$/Month      Equals total yearly cost above divided by 12

**Direct Costs**

Equipment/Labor/Material	Rate	Life Cycle (Months)	Visits or Replacement (Per Lifecycle)	Monthly Charge	Comments
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Actual Average Photo Cell Cost	\$14.62		2	\$0.12	Assumed replacements per street light per 20 year lifecycle
Current Average LED Light Fixture Cost	\$474.00	240		\$1.98	Assuming 20 year lifecycle per street light
Pole Inspections	\$123.70		3	\$1.03	Assumed visits per street light per 30 year lifecycle
<b>Total Monthly Direct Cost</b>				<b>\$14.55</b>	Per Street light in above project / zone

**Indirect Costs**

Description	Rate Annual	Monthly Charge	Comments
Admin/Billing Labor Costs per month	\$3,470.00	\$8.53	This is the monthly cost per street light (actual budget per 005)
Overhead/Fixed Costs (Insurance, etc.)	\$1,293.00	\$3.18	This is the monthly cost per street light (actual budget per 005)
<b>Total Monthly Indirect Cost</b>			<b>\$11.70</b> Per Street light in above project / zone

**Total Cost per Street Light**      \$26.25      per month  
**Total Cost for SLZ # 104**      \$52.51      per month for all street lights in zone  
**Total monthly cost per lot for SLZ # 104**      \$7.50      per month

# McKinleyville Community Services District

## BOARD OF DIRECTORS

June 3, 2020

TYPE OF ITEM: **ACTION**

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**ITEM: E.8**                      **Authorize Letter to be Sent on Behalf of the MCSD Board of Directors to Humboldt LAFCo and the Board of Supervisors**

**PRESENTED BY:**              **Gregory Orsini, General Manager**

**TYPE OF ACTION:**          **Roll Call Vote**

### **Recommendation:**

Staff recommends that the Board review the draft letter to Humboldt LAFCo, take public comment, make any necessary changes, and authorize the letter to be sent to Humboldt LAFCo, Humboldt County Board of Supervisors, and Fifth District Supervisor Steve Madrone.

### **Discussion:**

The Board discussed at the May 6, 2020 meeting the need for MCSD to be involved in all matters involving the community of McKinleyville, notably the matter of incorporation. The Board wished for a draft letter to be presented for action at the June meeting.

President Burke assigned a subcommittee of Directors Corbett and Mayo to work with the General Manager on this draft letter. Directors Mayo and Corbett provided content that was incorporated into the attached letter representing the spirit of the conversation at the May 6<sup>th</sup> Board meeting and to further strengthen the necessary for MCSD to be involved in any conversation that could impact MCSD.

### **Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

### **Fiscal Analysis:**

Not applicable

### **Environmental Requirements:**

Not applicable

### **Exhibits/Attachments:**

- Attachment 1 – Draft Letter to Humboldt LAFCo

**PHYSICAL ADDRESS:**

1656 SUTTER ROAD  
MCKINLEYVILLE, CA 95519

**MAILING ADDRESS:**

PO BOX 2037  
MCKINLEYVILLE, CA 95519

**CONTACT US:**

PHONE: (707) 839-3251  
MAIN OFFICE FAX: (707) 839-8456  
PARKS & REC FAX: (707) 839-5964

**WEBSITE:**

[WWW.MCSD.COM](http://WWW.MCSD.COM)

Humboldt LAFCo  
1125 16<sup>th</sup> St. Suite 2020  
Arcata, CA 95521

June 4, 2020

Re: Humboldt LAFCo Staff Report from April 29, 2020 Special Meeting Referencing McKinleyville Incorporation

Dear Humboldt LAFCo;

At the recent McKinleyville Community Services District (MCSD) Regular Board Meeting held on May 6, 2020, the Board reviewed and discussed a staff report in 8C of the Humboldt LAFCo April 29, 2020 meeting, regarding the status of current and future proposals to the Commission. It was in this staff report that MCSD learned of ongoing discussions regarding a proposal for the incorporation of McKinleyville. MCSD is concerned that our staff was not notified about this meeting and continued discussions. We believe that continued discussions without MCSD being given the opportunity to have a seat at the table is not in the best interest of our organization or the community.

At a minimum, “a meeting and consultation among incorporation proponents, LAFCO and affected local agencies to clarify expectations of the incorporation process” should be included in the pre-application process, as noted in the California LAFCo Guide to the process for incorporations. As an affected local agency, MCSD has yet to be consulted on this matter. From this most recent Humboldt LAFCo staff report, it is unclear if this proposal is still in the “pre-application” phase or has moved far beyond this stage.

As a California Special District, MCSD provides many services and functions that a city might provide. In 2000, the State Legislature amended the Government Incorporation Code making it financially challenging to become a City. To improve this situation, the State Legislature has provided for expanded duties by special district that can encompass the vast majority of municipal functions. MCSD is, and has been, well known for providing water and sewer to McKinleyville area residents, but it provides so much more, including streetlight management and Parks and Recreation.

Through Parks and Recreation, the District provides unparalleled recreation activities and programs, including Basketball, Pickleball, and a botanical garden. The District partners with other community groups to provide an even wider array of opportunities for residents of all ages, such as soccer with Mad River Youth Soccer League, baseball through McKinleyville

Little League, the Teen Center with the Boys and Girls club, and Concerts in the Park with the McKinleyville Chamber of Commerce. Additionally, the Parks and Recreation Department works collaboratively with the McKinleyville Senior Center and the McKinleyville Union School District to provide special programs.

The District also provides public buildings that are used for community meetings, County budget presentations and other planning presentations or candidate forums for the District and the Board of Supervisors along with other legislative representatives. Furthermore, while the County provides Law Enforcement and Library services to the community of McKinleyville, it could not be possible without the collaboration with MCSD to provide buildings for a nominal rental fee.

The District works closely with the Humboldt County Planning department and the General Plan process, including playing an active role with the McKinleyville Municipal Advisory Committee (McMAC). Additionally, MCSD works in coordination with County Public Works Department and facilitated major input on improvements through central McKinleyville.

In summary, MCSD requests, specifically to Humboldt LAFCO and Humboldt County Board of Supervisors that MCSD be included in all matters relating to the discussion and process of incorporation of the McKinleyville community. This includes long term input into the financial analysis first to provide the basis for citizens evaluating any proposal to change political entities or forms of government in McKinleyville. For the past fifty years, MCSD has been the prevailing municipal form of government for McKinleyville in the form of a California Special District. Through public trust, elected authorized services, and exceptional fiscal responsibility, MCSD consistently allocates funds on programs and services authorized by the McKinleyville voters. MCSD is an integral factor to the cohesiveness of the McKinleyville Community and is a necessary party to all incorporation discussion and expects to be invited to all future meetings, discussions, and decisions.

Sincerely,

MCSD Board of Directors

cc: Humboldt County Board of Supervisors  
Steve Madrone, 5<sup>th</sup> District Supervisor

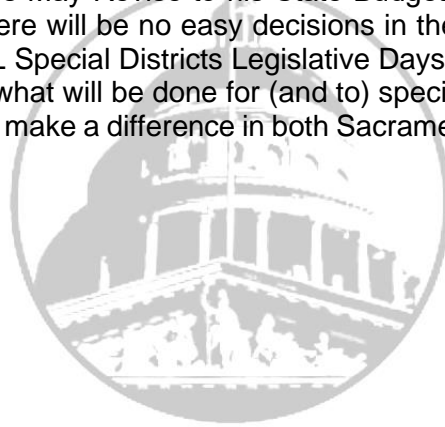


CALIFORNIA SPECIAL DISTRICTS ASSOCIATION PRIORITIES

# TAKE ACTION BRIEF

## May 2020

The State Legislature returns this month from a prolonged Spring Recess due to COVID-19, just in time to receive Governor Gavin Newsom’s May Revise to his State Budget proposal. California is facing a historic \$54.3 billion budget deficit and there will be no easy decisions in the weeks and months ahead. Be sure to attend CSDA’s first-ever VIRTUAL Special Districts Legislative Days, with a Live Legislative Briefing on May 19, so that your district can learn what will be done for (and to) special districts in the wake of the pandemic. Join together with other districts to make a difference in both Sacramento and Washington D.C. by registering today at [legislatedays.csdanet.net](http://legislatedays.csdanet.net).



### Inside this edition of the Take Action Brief:

- Districts Making Strides Toward Federal COVID-19 Relief.....2
- Governor’s Executive Order on Local Property Taxes.....3
- Are Development Impact Fee Bills “Essential?”.....3
- ADA Compliance for Websites Could Become Clearer Under New Law.....4
- Districts Tapping Reserves and Adapting to Serve Communities in Crisis.....5
- Workers’ Compensation During COVID-19.....6
- District Revenues Hang in the Balance of Two Supreme Court Cases.....7

### Contact a local CSDA representative near you!

Chris Norden	Northern Network	<a href="mailto:chrisn@csda.net">chrisn@csda.net</a>
Dane Wadlé	Sierra Network	<a href="mailto:danew@csda.net">danew@csda.net</a>
Colleen Haley	Bay Area Network	<a href="mailto:colleenh@csda.net">colleenh@csda.net</a>
Cole Karr	Central Network	<a href="mailto:colek@csda.net">colek@csda.net</a>
Charlotte Holifield	Coastal Network	<a href="mailto:charlotteh@csda.net">charlotteh@csda.net</a>
Chris Palmer	Southern Network	<a href="mailto:chrisp@csda.net">chrisp@csda.net</a>



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## ➤ REVENUE, FINANCES, AND TAXATION

CSDA's long range policy priority on revenue, finances, and taxation is to ensure adequate funding for special districts' safe and reliable core local service delivery. Protect special districts' resources from the shift or diversion of revenues without the consent of the affected districts. Promote the financial independence of special districts and afford them access to revenue opportunities equal to that of other types of local agencies.

### Districts Making Strides Toward Federal COVID-19 Relief

As soon as stay at home orders came down in March, CSDA initiated state and federal advocacy efforts on behalf of special districts seeking partnership in confronting COVID-19. In the time since, more than 160 special districts have sent in letters or called their federal representatives. These efforts are yielding results.

Policy staffers from 13 California congressional offices joined CSDA for a special district briefing via Zoom on April 23. Four special districts from across the state joined the meeting to address key federal policy priorities. Congressman John Garamendi has further engaged with CSDA on key concerns presented during the call, and a strategy is now developing for a stand-alone, special district-centered federal legislative measure.

The bill's central elements are expected to include:

- Language defining special districts, which is needed to address exclusions in current law;
- A direct path to the Coronavirus Relief Fund, which is currently restricted with the state's control over disbursement of funds to municipalities serving fewer than 500,000 residents; and
- Greater access to capital potentially through the Federal Reserve and U.S. Department of Treasury's [Municipal Liquidity Facility program](#), which is currently available only to states, cities with a population greater than 250,000, and counties greater than 500,000.

Meanwhile, legislation has been introduced on two of CSDA's three federal priorities:

1. [HR 6467, the Coronavirus Community Relief Act](#) would allow municipalities serving fewer than 500,000 residents direct access to the Coronavirus Relief Fund. The bill would also expand the definitions of reimbursable costs to include revenue loss stemming from COVID-19. The bill, however, lacks a solid definition specifically including special districts. CSDA requested the Department revisit its Coronavirus Relief Fund Guidance in an [April 15 letter](#).
2. Congressman TJ Cox's bipartisan effort to expand eligibility for the COVID-19 payroll tax credit established under the Families First Coronavirus Response Act has gained traction. Congressman Brad Schneider, D-Ill., leads [HR 6643, the Supporting State and Local Leaders Act](#) would expand the payroll tax credit for providing paid emergency family and sick leave due to COVID-19 to states and political subdivisions. This would include special districts.

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### [Download a Sample Letter to Send to Federal Representatives](#)

*Find sample letters and other up-to-date COVID-19 advocacy resources at [csda.net/take-action/covid](https://www.csdanet.org/take-action/covid). For questions on federal COVID-19 advocacy, contact Cole Karr, Public Affair Field Coordinator, at [colek@csda.net](mailto:colek@csda.net)*

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## Governor's Executive Order on Local Property Taxes

On May 6, Governor Gavin Newsom issued [Executive Order N-61-20](#) related to delinquent property tax payment penalties and interest. The order, summarized below, follows up [earlier statements](#) by the Governor and counties regarding property tax relief.

The Governor's order waives certain statutes through May 6, 2021 to the extent that it requires a tax collector to impose *penalties, costs, or interest* for the failure to pay taxes on property on the secured or unsecured roll, or to pay a supplemental bill, before the date and time such taxes became delinquent, and a tax collector shall cancel such penalties, costs, and interest provided *all* of the following conditions are satisfied:

1. The property for which taxes in question is either a residential real property occupied by the taxpayer, or real property owned and operated by a taxpayer that qualifies as a small business as defined;
2. The taxes owed on the property in question were not delinquent prior to March 4, 2020;
3. The taxpayer timely files a claim for relief in a form and manner prescribed by the tax collector; and
4. The taxpayer demonstrates to the satisfaction of the tax collector that the taxpayer has suffered economic hardship, due to the COVID-19 pandemic, or government response to COVID-19."

## Are Development Impact Fee Bills "Essential?"

At the beginning of the year, the State Legislature was busy working on the important issues of the day including housing and homelessness. Some legislators were looking to reduce or cap developer fees (Development Impact Fees or "DIF's") as one way to achieve the goal of producing more housing units in California.

In February, a group of legislators held a [press conference](#) to announce a package of eight new DIF-related measures. This was in addition to several other measures in print. Later that same week both the State Senate and Assembly committees for housing and local government held a joint informational hearing on the issue titled, " the price of civilization" ([Full Video Here](#)), which was a robust discussion about the role that fees play, or don't play, in the production of housing stock and livable communities.

A lot has changed since February, and CSDA has advocated the Legislature "first, do no harm" when it comes to the resources that special districts and other local agencies have at their disposal to serve their communities in the face of the COVID-19 pandemic. If local government is to maintain essential services during this unprecedented time, the Legislature should avoid further curtailing local revenues or imposing new mandates or other cost burdens.

Impact fee legislation would imperil local agencies and the communities they serve with more costs and more mandates. Therefore, CSDA has respectfully requested the authors of impact fee bills, and the committees with jurisdiction over those bills, consider suspending DIF legislation for the year so it may be debated on its merits after the totality of COVID-19 impacts on local agencies can be understood and addressed.

At the time of this writing, a growing number of authors and committees are responding positively to requests to hold DIF-related measures, and CSDA is optimistic that progress is being made in halting the remaining legislation. CSDA will endure to keep members informed as we see this unique Legislative Session to its end.



## ➤ GOVERNANCE AND ACCOUNTABILITY

*CSDA's long range policy priority on governance and accountability is to enhance special districts' ability to govern as independent, local government bodies in an open and accessible manner. Encourage best practices that avoid burdensome, costly, redundant, or one-size-fits all approaches. Protect meaningful public participation in local agency formations, dissolutions, and reorganizations, and ensure local services meet the unique needs, priorities, and preference of each community*

### ADA Compliance for Websites Could Become Clearer Under New Law

As long as there have been government, the public has sought transparency and openness from the governments that serve them. Special districts are no different. Since the advent of the Internet, public agencies have used the medium to provide even greater access to information about the services they offer and the innerworkings of their agencies.

Public agencies are required, if they have a website, to post certain information publicly on their sites, such as their meeting agendas and annual compensation reports. However, many agencies have rightfully chosen to share much more about their agencies and sought to put as much information about the agency on the website as possible, and the benefits to the agency and the public have been enormous. However, simply posting information on the Internet isn't without risk.

The Americans with Disabilities Act (ADA) is a civil rights law that prohibits discrimination against individuals with disabilities in all areas of public life, including jobs, schools, transportation, and all public and private places that are open to the general public, including websites. The purpose of the law is to make sure that people with disabilities have the same rights and opportunities as everyone else.

Most special districts have invested in facility upgrades since the ADA went into effect in 1990 to both ensure they're providing equal access and avoid a potential costly lawsuit. However, it wasn't until recently that it was determined that websites also need to meet ADA standards. Both private industry and public agencies are now spending significant resources to ensure their websites are ADA compliant and minimize exposure to ADA lawsuits.

Unfortunately, when it comes to websites the law isn't entirely clear what standards need to be met in order to not violate the law. As a result, many agencies that believe they have sufficiently upgraded their website, and the content posted thereto, are still at risk for costly lawsuits. In response to this, Assembly Member Ed Chau (D-Arcadia) has introduced AB 2123, which provides ADA website standards. Any agency meeting the AB 2123 standards would be immune from any potential lawsuits.

Specifically, AB 2123 would provide a rebuttable presumption that an entity's website is ADA-compliant if the website meets the [Web Content Accessibility Guidelines \(WCAG\) 2.0 AA standard](#). The bill further requires the California Commission on Disability Access to review the WCAG standards and determine whether they are the most up-to-date standards for effective communication through websites.

CSDA is supporting AB 2123, because it provides clear guidance on meeting ADA compliant website standards. While compliance with the WCAG 2.0 AA standard can still be confusing and difficult, there are businesses and various guides and tools available to help districts ensure they are complying with the law and reducing exposure to potential lawsuits.





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## ➤ INFRASTRUCTURE, INNOVATION, AND INVESTMENT

CSDA's long range policy principal regarding infrastructure, innovation, and investment is to encourage prudent planning for investment and maintenance of innovative long-term infrastructure. CSDA supports the development of fiscal tools and incentives to assist special districts in their efforts to meet California's changing demands, ensuring the efficient and effective delivery of core local services.

### Districts Tapping Reserves and Adapting to Serve Communities in Crisis

As COVID-19 impacts mount, CSDA continues to advocate for special district access to fiscal relief. Determinations as to how billions of dollars in state and federal aid will be distributed is happening now, in real time, and CSDA is actively working to make funds accessible to special districts experiencing financial distress. As part of this effort, CSDA recently conducted its second survey to assess the effect of COVID-19 response on district operations and budgets.

#### Results at a Glance

- **BUDGET PROBLEMS** 24% of districts are currently experiencing or will experience by June 2020 significant budgetary or cash flow challenges; by June 2021 an additional 53% anticipate facing challenges.
- **REVENUE LOSS** While 49% of districts have yet to experience revenue loss due to COVID-19, the approximate aggregate revenue loss for all independent special districts based on survey results as of May 5, 2020 is \$167 Million.
- **DRAWING DOWN RESERVES** 20% of districts have drawn down reserves, 47% anticipate doing so by June 2020, and while 53% report sufficient reserves to mitigate anticipated revenue losses and increased expenditures. Based on responses, eight percent of special districts will exhaust reserves and continue to face a significant budgetary challenge. If this were extrapolated to non-respondents, it would represent over 150 districts exhausting reserves.
- **DECREASING SERVICES** 34% have cut or decreased services – with 15% cut indefinitely.
- **DECREASING STAFF** 34% have cut, decreased, or furloughed personnel and 42% anticipate doing so by June 2020.
- **ADAPTING TO COMMUNITY NEEDS** districts are adapting to meet the needs of their communities, pivoting operations to check on senior residents, provide childcare for front line workers, coordinate first response activities, increase surge capacity, organize blood drives, deliver senior meals, and develop social health campaigns and crisis communications to encourage residents to comply with state orders and reduce fear.
- **ASSISTING COVID-19 FISCALLY IMPACTED CONSTITUENTS** districts are responding to the fiscal challenges of residents, with 39% implementing payment plans, 44% waiving fees, 7% issuing rate reductions, 31% holding rates flat, 30% deferring sending past due accounts to collections, and 54% working with customers on a case by case basis.

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### *Does Your District Have A COVID-19 Story to Share?*

*If your district has a compelling story to share with federal and state leaders that shows how you are meeting this moment for your community or highlights how COVID-19 response activities have increased your costs and decreased district revenues, please share them by emailing CSDA Legislative Representative Alyssa Silhi at [alyssas@cdda.net](mailto:alyssas@cdda.net)*

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## ➤ HUMAN RESOURCES AND PERSONNEL

CSDA's long range policy priority on human resources and personnel is to promote policies related to hiring, management, and benefits and retirement that afford flexibility, contain costs, and enhance the ability to recruit and retain highly qualified, career-minded employees to public service. As public agency employers, support policies that foster productive relationships between management and employees, both represented and non-represented.

### Workers' Compensation During COVID-19

On May 6, 2020, Governor Gavin Newsom issued [Executive Order N-62-20](#) related to a workers' compensation presumption for COVID-19. Prior to the Order, CSDA was in communication with the Governor's office expressing our concerns with any potential workers' compensation order that may come out and the Governor addressed a number of our concerns, including making sure that there was a requirement for a positive test for the illness, the order was for a set period of time linked to the statewide stay-at-home order, the presumption needed to be rebuttable, and that benefits would not be expanded.

The Governor's order, summarized below, lists most of the details. However, the Department of Industrial Relations (DIR) will be releasing guidance documents to assist employers and employees to better understand the order on their website located at [www.dir.ca.gov](http://www.dir.ca.gov) in the coming days:

- If diagnosed with COVID-19, the diagnosis must be confirmed by a positive test within 30 days of diagnosis
- Employees qualify if they test positive or are diagnosed within 14-days of going to work (extends to July 19 for employees who work on July 5)
- Apportionment does apply
- Employees may receive temporary disability (TD) payments after exhausting specific federal or state COVID-19 paid sick leave benefits for up to 104 weeks. TD payments stop when either employees return to work, their doctor releases them for work, or their doctor says their illness has improved as much as it's going to.
- Temporary Disability requires re-certification every 15 days as opposed to the normal 45
- Existing State and Federal leave benefit should be exhausted first
- Does not enhance existing workers' compensation benefits structure
- Period to deny claims is shortened from 90-days to 30-days
- DIR won't collect the state portion of death benefits

Prior to Governor Newsom's Executive Order, the Legislature introduced three COVID-19 workers' compensation presumption bills: [AB 664 \(Cooper, Gonzalez\)](#), [SB 1159 \(Hill, Daly\)](#), and most recently, the gutted-and-amended [AB 196 \(Gonzalez\)](#).

AB 196, gutted and amended from being a paid family leave bill, would now provide a *conclusive* COVID-19 workers' compensation presumption for employees who are employed in an occupation or industry deemed "essential" in the Governor's Executive Order of March 19, 2020. The non-rebuttable presumption would extend up to 90 days after the employee leaves employment. It would add substantial costs to the workers' compensation system in the order of billions of dollars annually. AB 196 specifically excludes first responders and healthcare workers, because AB 664 covers those employees with significantly enhanced workers' compensation benefits. CSDA is opposed to both AB 196 and AB 664.

Meanwhile, CSDA and a coalition of employer organizations have adopted a "Concerns" position on [SB 1159 \(Hill/Daly\)](#). This bill is a "work in progress" authored by the Chairs of the Senate and Assembly Insurance Committees. The authors have indicated a willingness to work with employers and labor to craft what they hope to be a workable solution.



## ➤ LEGAL ADVOCACY

CSDA is the leading legal advocacy voice for all special districts regarding public policy in California and actively tracks and reviews cases of significance affecting special districts in state and federal courts. Under the guidance of CSDA's Legal Advisory Working Group, CSDA files amicus briefs and opines on court cases when appropriate.

### District Revenues Hang in the Balance of Two Supreme Court Cases

On May 5, the California Supreme Court conducted webcast oral arguments in two cases that may issue decisions with substantial impacts on special districts statewide. The two cases, *Alameda County Deputy Sheriffs' Association et al. v. Alameda County Employees' Retirement Association et al.* ([S247095](#)) and *Wilde (Leslie T.) v. City of Dunsmuir et al.* ([S252915](#)), review separate issues with considerable effects on special district revenues: pension compensation and challenges to rate plans.

#### California Rule for Pensions Under Review... Again

In *Alameda County*, the issue before the Court is whether statutory amendments made to the county employees' retirement law by the Public Employees' Pension Reform Act of 2013 (PEPRA), which reduced the scope of "pensionable compensation," violates the vested rights of employees protected by the contracts clauses of the state and federal constitutions. This case serves as another opportunity for the Court to consider the parameters of the "California Rule" governing public retirement benefit determinations for current employees.

Under the California Rule interpretation of contract law, pension benefit accruals cannot be reduced, even for future work. In the *Alameda County* case, the Deputy Sheriff's Association (and others) are challenging PEPRA's elimination of overtime pay, on-call pay, call-back pay, vacation and sick leave sold back, recruitment bonuses, and other items from pension calculations. The appellate court upheld most of the modifications under the reasoning that employees only have a right to a reasonable pension.

#### Prop 218 Rate Plans Under Threat of Referendum

In another important case, *Wilde v. City of Dunsmuir*, the issue before the Court is whether the referendum power (Cal. Const. art. II, § 9) can be used to challenge a resolution increasing water rates for an extensive water upgrade project, or whether such a challenge is strictly limited to the power of initiative (Cal. Const. arts. XIII C & XIII D, § 6 [Proposition 218]).

In 2018, the Third District Court of Appeal held that voters' adoption of Proposition 218 did not repeal the right to challenge local resolutions and ordinances by referendum, and that a public agency's adoption of a water rate plan is a legislative decision subject to referendum. Permitting this decision to stand would allow referenda against property-related fees and could serve to destabilize the finances of districts that provide water, sewer, and solid waste services, among others.

In June 2019, CSDA joined the Association of California Water Agencies, California Association of Sanitation Agencies, California State Association of Counties, and League of California Cities in [a brief](#) to the California Supreme Court in support of the City in the *Wilde* case.

#### Decisions Expected This Summer

CSDA will continue to monitor these cases on behalf of our members and provide updates as soon as decisions are issued for each by the California Supreme Court. To view the briefs filed by parties in the respective cases, visit: <https://www.courts.ca.gov/43857.htm>.

If you have any questions about these cases or how they impact your district, contact CSDA Deputy General Counsel Mustafa Hessabi at [mustafah@csda.net](mailto:mustafah@csda.net).



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## ➤ OTHER WAYS TO TAKE ACTION

### Learn More

#### Catch Secretary of State Padilla and Secretary of Natural Resources Crowfoot at Legislative Days

Special Districts Legislative Days has gone virtual, providing attendees even more access to important information with no travel or hotel costs.

Here's what's included:

#### Tuesday, May 19

LIVE Legislative Briefing with Secretary of State Alex Padilla, Secretary of Natural Resources Wade Crowfoot, and the CSDA Advocacy Team

#### Monday, May 18 - Friday, May 22

Access to three on-demand Policy Expert Webinars:

- Prudently and Proactively Managing Pension Liabilities in Today's Volatile Environment
- 2021: When Redistricting and the California Voter Rights Act (CVRA) Collide
- Navigating Legal Attacks, Legislative Shifts, and Public Protests on Prop 218 Rates and Fees

### Utilize Resources

#### Access to COVID-19 Online Community. Join the Discussion Today!

Stay informed and connected during these unordinary times. Get updates, share resources, and access the growing library of resources including complimentary webinars. [Join Community](#).

### Join Today

Join an Expert Feedback Team to provide CSDA staff with invaluable insights on policy issues. Email [romanw@csla.net](mailto:romanw@csla.net) to inquire about joining one of the following teams:

- Budget, Finance and Taxation
- Environment
- Formation and Reorganization
- Human Resources and Personnel
- Governance
- Public Works and Contracting

### Stay Informed

In addition to the many ways you can **TAKE ACTION** with CSDA's advocacy efforts, CSDA offers a variety of tools to keep you up-to-date and assist you in your district's legislative and public outreach. Make sure you're reading these resources:

- CSDA's weekly e-Newsletter
- Districts in the News
- CSDA's CA Special District Magazine

Email [advocacy@csla.net](mailto:advocacy@csla.net) for help accessing these additional member resources.

# McKinleyville Community Services District

## BOARD OF DIRECTORS

June 3, 2020

TYPE OF ITEM: **INFORMATION**

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**ITEM: F.3.A**                      **Support Services – Apr-May 2020 Report**

**PRESENTED BY:**                **Colleen M. R. Trask, Finance Director**

**TYPE OF ACTION:**            **None**

### **FINANCIAL, AUDIT, & BUDGET INFORMATION**

The District has \$1,088,540.37 to date in the Trust Account for the next Biosolids Disposal project.

Customer adjustments at April month-end total \$17,338.75, which represents 78.8% of the annual \$22,000 budget for this sub-item. (GL# 501-62120)

Total Board Travel as of April 30, 2020 is \$8,439.53 which is 47.6% of the approved \$17,700 budget for this item. (GL# 001/005/501/551 62090/62155-888)

#### Audit/Budget Update:

The finalized budget for FY20-21 is presented for the Board's approval. The impact of the COVID-19 pandemic on next year's Parks budget has been approximated as well as possible given the current state of uncertainty. Because of this, a May Revise is expected for the next fiscal year. The May Revise of the current year's budget will be shown in the May Treasurer's report.

The Audit RFP process is complete, and the highest scoring proposal was Fedak & Brown, who have done our audit for the past three years. Preliminary audit work will begin in June and July.

#### Treasurer's Report Highlights:

Water Fund capacity fees collected through April total \$183,752. Wastewater Fund capacity fees of \$221,804 were collected through the end of April. Capital Contributions and Capacity fees are included in the income vs. expenses graphs of the Treasurer's Report, but they are called out separately on the Budget to Actuals report.

#### Summary of Long Term Debt

The Debt page of the Treasurer's report shows the current status of every long-term debt owed by the District. The columns show the interest rate and maturity date for each

indebtedness. Activity for the current month is listed in the next two columns. Outstanding balances for the remainder of the present fiscal year and the balance of debt due in years following complete the page.

Debts for the Water Fund are listed first, followed by those for the Wastewater Fund. The Parks/General Fund has no outstanding long-term debt at this time, though the Measure B debt used to fund the construction of the Teen Center is listed. The Streetlights debt for the LED project was paid off in the current fiscal year and will not appear in next year's treasurer's reports.

## **OTHER UPDATES**

While the Shelter in Place Orders from the County Health Department and from the State remain in effect, the County has set guidelines for re-opening. The office plan to re-open has been certified by the County and procedures are being set up to re-open on a limited basis. We are still encouraging our customers to do their business with us online whenever possible. Payments are still being taken over the phone, or processed through the drop-box for cash, checks, and credit cards, as are applications for new service.

The County's regular April remittance of taxes did not include the normal interest apportionment entries for any of the Funds we currently hold. An inquiry to the Auditor-Controller's office indicated that the entries would be made before year-end close. Entries removing the interest we normally accumulate were done to bring the District's general ledger balances into parity with the County. When the County posts interest to the Trust Accounts, the adjusting entries will be reversed and corrected.

The other area of the Treasurer's Report that contains differences of note is the Cash Disbursements. A large number of refunds for various recreation programs and venue rentals were processed during April for programs and events cancelled due to the COVID-19 pandemic.

The Board will have the opportunity in the next two months to review suggestions for the Catastrophe Reserve. The other components of the Reserve Policy that have not already been brought to the Board for discussion will be presented at regularly scheduled public meetings, with a final revised Reserve Policy scheduled for review and approval in August 2020.

# McKinleyville Community Services District

## BOARD OF DIRECTORS

June 3, 2020

TYPE OF ITEM: **INFORMATION**

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**ITEM: F.3.B**                      **Operations Department – April 2020 Report**

**PRESENTED BY:**              **James Henry, Operations Director**

**TYPE OF ACTION:**            **None**

### **Water Department:**

#### **Water Statistics:**

The district pumped 38.1 million gallons of water in April.  
Five water quality complaints were investigated and rectified.  
Daily, weekly and monthly inspections of all water facilities were conducted.  
Four new water services were installed for residential.

#### **Double Check Valve Testing:**

Annual routine testing was conducted on Routes 7 and 8 along with a minimal number of retests. Customers with failed DCV's were notified to make repairs and call the office to schedule a retest.

#### **Average and Maximum Water Usage:**

The maximum water usage day was 1.7 million gallons and the average usage per day was 1.3 million gallons.

#### **Water Distribution Maintenance:**

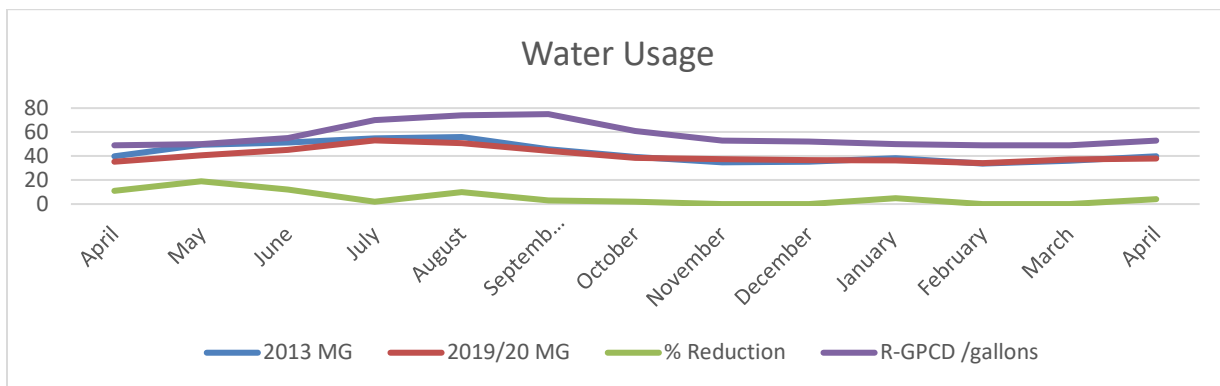
Weekly Bacteria Samples were collected on Schedules 1, 2, 3 and 6 which represent different locations in the water distribution system. The schedules are made up of a sample taken in each pressure zone. A water service line leak was repaired on Adkins Road which also included saw cutting the pavement in preparation for permanent patch. Staff installed new sidewalks in areas that were disturbed during new service installations.

#### **Water Station Maintenance:**

Monthly inspections and daily routines were conducted at the water stations. Any minor issues found are repaired during inspections but if they require parts or extensive labor, the issue is documented on the monthly sheet which will then generate a work order for repairs. Staff started the annual washdown of the water tank exteriors. Each tank is pressure washed using the boom truck and a pressure washer. The Cochran tank site was completed, and staff is now focusing on the Norton tank site. This will continue into next month. The seismic control unit was replaced at the Cochran site due to not functioning properly during the annual inspection. The control unit ensures the tank seismic valves will close during a seismic event. String trimming and mowing took place at the North Bank pump station.

As of July 2014, the District is required to submit a Public Water Monthly Monitoring Report to compare water usage to last year's usage in the same month. I will keep the Board updated each month using the Table below.

	<b>2013</b>	<b>2019/20</b>	<b>% Reduction</b>	R-GPCD
<b>April</b>	39.755	35.410	11	49
<b>May</b>	49.407	40.656	19	50
<b>June</b>	51.337	45.198	12	55
<b>July</b>	54.757	53.086	2	70
<b>August</b>	55.908	50.871	10	74
<b>September</b>	45.702	44.361	3	75
<b>October</b>	39.439	38.625	2	61
<b>November</b>	34.879	37.462	0	53
<b>December</b>	35.203	36.588	0	52
<b>January</b>	38.241	36.457	5	50
<b>February</b>	33.751	34.130	0	49
<b>March</b>	36.244	37.145	0	49
<b>April</b>	39.755	38.065	4	53



R-GPCD = Residential Gallons Per Capita Day



**New Construction Inspections:**

Bo Day Subdivision; Manhole has been installed. Water main and services are installed. Tie-in is completed. Testing was completed and corrections were made. St. light installation pending. Imeson Court, Avaral plans have been reviewed and commented. Engineer sent corrected plans back to staff for review and approval. Valedao Lime. Water and sewer services and sewer main have been installed and tested. Streetlights were installed and paving is completed. Punch list items were corrected. Asbuilts Pending.

**Sewer Department:****WasteWater Statistics:**

28.6 million gallons of wastewater were collected and pumped to the WWMF. 29.2 million gallons of wastewater were treated and discharged to land disposal or reclamation in April.

**Sewer Station Maintenance:**

Monthly inspections and daily routines were conducted on all sewer stations. The quarterly wet well washing took place at the Fischer and B Street sewer lift stations. This is done to remove grit and debris from the wet well which help prevent the pumps from plugging up. The washing also helps eliminate hydrogen sulfide build-up on the concrete surfaces which will jeopardize the integrity of the casing. Staff painted the exterior pipes at Fischer along with pressure washing and staining the wood exterior.

**Sewer Collection System:**

Grease traps were inspected at required facilities. Customers that are out of compliance were notified to have their traps pumped and possibly shorten their pumping schedule. Staff has been conducting the annual manhole inspections. Each manhole is uploaded on the tablet which is where all the data is being recorded prior to offloading the data on a computer back at the office. Staff conducted the semi-annual hydro-cleaning. 12,000 feet of sewer main was cleaned using the Vac-con and 3000 psi of water through a spinning nozzle. This task removes grease and debris from the problem areas and prevents possible sewer overflows. A new sewer service was installed on Central Avenue for residential.

**Wastewater Management Facility:**

Staff continues to email the daily WWMF data for monitoring and input on the process. Daily and weekly maintenance continues at the treatment plant to perform required service on the equipment. The staff gauges in the ponds were cleaned to make it easier for the operator to read the pond levels. The RAS pump was pulled to clear debris in order to get the pump efficiency within range.

**Daily Irrigation and Observation of Reclamation Sites:**

Monitoring was conducted at the Fischer Ranch tree farm as part of the tree farm pilot study. Discharge has been going to the Land since April 28<sup>th</sup>. Several repairs were made to the deer fence at the tree farm. Several loads of Homeless camp debris were removed from the several sites. Mowing was performed at the Hiller lanes to prepare for the irrigation season, along with the mowing of the Fischer Ranch.

**Street Light Department:**

Two streetlights were reported not working properly and repaired. Majority if the repairs were related to faulty photo controls.

**Promote Staff Training and Advancement:**

Weekly tailgate meetings and training associated with job requirements. Staff received training on Spill prevention, Understanding Safety Data Sheets, Bloodborne Pathogens and Safe Fuel handling.

**Special Notes:**

Monthly river samples were completed.

Monthly Self-Monitoring Reports (DMR/SMR) were submitted.

Public Water Monthly Monitoring report was submitted.

Monthly Water Quality report was sent to the Dept. of Health.

Monthly Pesticide applicator report was submitted to Department of Agriculture.

Staff ran the camera in the Thiel sewer main for the Phase 3b mainline rehab scope.

Staff reviewed the new tank Scope and provided comments to the engineers

Staff reviewed the Sewer Crossing Statement of Qualifications to choose most qualified.

Acute testing for NPDES permit requirements

Staff had several meetings to discuss the Covid19 virus and awareness.

Staff attended several meetings to discuss the Micro-grid project.

The annual Consumer Confidence Report was completed.

**Hiller Station Upgrade Project:**

The District is in the process of upgrading the Hiller Sewer Lift Station which will consist of installing two submersible pumps into the existing wet well, installation of a control panel, tie into existing discharge piping, valve installation and controls. The existing package station would need to be decommissioned. Funding for this project will be provided from the Federal Emergency Management Agency (FEMA) and the California Emergency Management Agency (CalEMA) via the Robert T. Stafford Emergency Assistance and Disaster Relief Act for a FEMA Hazard Mitigation Program project. The District requested qualifications for engineering services to provide services necessary to proceed with the upgrade of the Hiller Sewer Lift Station. GHD was the engineers selected for these services. GHD submitted a Scope of Work for this project for comments and review. Staff reviewed Scope and sent it back with comments and modifications. GHD accepted comments. Staff conducted pump testing scenarios and recorded data which will help engineers design appropriately sized pumps and VFD's. GHD delivered 100% design for the District to review. District staff reviewed design and submitted comments back to GHD. The project will go out to bid on January 27<sup>th</sup>. Staff met with prospected bidders for a pre-bid meeting and site walk. A bid opening was held on March 4<sup>th</sup>. Two bidders submitted bids and the prospective bidder was chosen. A kick-off meeting was held with the contractor and engineers to discuss the project layout and schedule. The groundwork should start late June. The grant required project sign was created and installed at the project site.

#### **4.5 MG Tank Project:**

Requests for Qualifications were sent out for engineers to submit Statement of Qualifications (SOQ's) for the tank project. Three engineering firms submitted SOQ's and were vetted through the committee. Kennedy/Jenks was found to be the most qualified. Staff worked through scoping and costs negotiations with the prospective firm which will be an agenda item at the June Board meeting.

#### **GIS:**

##### **Plans and Programs**

- Annual revision of MCSD Emergency Action Plan
  - Updated contacts list
  - Added earthquake procedures
  - Added Shelter in Place procedures
- Completed annual review of Heat and Injury Prevention Plan
- Completed revision of CL2 & SO2 SOP based on safety meeting recommendations.
- In process of reviewing the Fire Prevention Plan

##### **Maps Completed/General GIS**

- Created Offline map for Ipad use without cell service
- Created new Sewer wall map for field office
- Maintained the Operations I Pad to be used for facility inspections and USA's
- Maintained and update ArcGIS online maps for I Pad use.
- GPS'd and updated new water/sewer services.
- Manhole data processing form for tablet field uploading
- Revised and updated Street Lights Map

##### **Misc. Work Completed**

COVID-19 sanitation of common areas  
Updated Excel sheet for Manhole Inspection results  
Document filing for Operations Department

# McKinleyville Community Services District

## BOARD OF DIRECTORS

June 3, 2020

TYPE OF ITEM: **INFORMATION**

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**ITEM: F.3.C**                      **Parks & Recreation Director's Report for May 2020**

**PRESENTED BY:**                **Lesley Frisbee, Recreation Director**

**TYPE OF ACTION:**            **None**

### **TEEN & COMMUNITY CENTER-BOYS & GIRLS CLUB PARTNERSHIP:**

The Boys & Girls Club closed the McKinleyville Teen Center on March 12, 2020 due to a safety issue in which a past member threatened the life of another member. The Club has since remained closed due to COVID-19.

### **RECREATION ADVISORY COMMITTEE:**

The Recreation Advisory Committee meeting on May 21, 2020 was held over Zoom due to COVID-19. The notes from the meeting can be reviewed in **Attachment 1**.

### **RECREATION PROGRAM UPDATES:**

- Playgroup- Humboldt First 5 awarded a \$15,000 per year grant for two years beginning July 1, 2020 for the continued provision of Playgroup. Due to COVID-19, Playgroup stopped meeting as of March 20th. Re-opening of playgroup is pending state and county guidelines on social gatherings.
- Summer Childcare Program— Humboldt County Public Health Dept. approved our plan for a childcare program. Program will serve up to 36 children ages 5-12. Program will begin June 1 and staff have planned for a 5 week programming horizon. If all goes well and further social restrictions are not mandated by the State or County governments, staff will extend programming for more weeks of the summer. **Attachment 2** outlines the structure of the program and the protocols program staff will adhere to.

### **PARKS MAINTENANCE:**

Several open space zones received mowing, hedging and maintenance as part of the Open Space Maintenance Zone agreements. The Facilities were mowed and cleaned as part of the weekly schedule. Monthly inspections were conducted on all facilities and Open Spaces. Trees along the hillside east of the Activity Center parking lot were pruned. A homeless camp was discovered at Parkside and Magnolia OSMZ's during the weekly open space inspections and was cleaned up by staff. Fire Alarm flasher was replaced at the Activity Center. The Teen Center multi-purpose room received a new coat of paint.

### **OTHER UPDATES:**

- Staff is preparing the Summer/Fall Newsletter which is scheduled to be mailed the week of June 15<sup>th</sup>.
- Staff continues to provide administrative support to the Support Services Dept.
- Staff is participating in the planning and preparation of MCSD's 50-year anniversary events/publications.

**Thursday, May 21, 2020**

**6:30pm**

Recreation Advisory Committee Meeting

NOTES

**Members Present:**, Johnny Calkins, Laura Bridy, Ben Winker, Scott Binder, Beth Frink, John Kulstad, Charlie Caldwell, Josh Zender

**Members Absent:**, , Chad Sefcik, Jeff Dunk, Director David Couch, David Coelho, Beth Frink

**Guests:** Wendi Orlandi, Pat Kaspari

**Meeting Notes:**

Communications:

- None

Public Comment:

- None

Recreation Director Report

- Staff reported on departmental happenings amidst the COVID-19 pandemic.
- Staff informed RAC of county approval of childcare program plan, and shared outline of program.

Facility Fee Increases:

- Staff presented information to the RAC outlining current rental fees, and potential increases ranging from 1.% to 1.5% increases. Staff proposed new fees based on research into fees for regional facilities that are similar to the District's available for rent. The increases proposed by staff vary in the percentage of increase and were selected in order to increase rates at a level that maximizes the potential for increasing revenues while also staying competitive with the price points of other similar facilities in the region. Staff also took into account recent economic challenges facing the community amid the COVID-19 Pandemic.
- Member Charlie Caldwell moved to recommend the fee increases as proposed, Ben Winker seconded and the committee unanimously approved the recommendation.

BMX Proposal for Washington and School Rd. Property

- Jason and Wendy Orlandi presented a sample construction budget for building the track as designed. Cost estimate for construction of parking lot still needed.
- Given the COVID-19 Pandemic and social restrictions that are in place because of it, RAC members and community members understand that there is not much opportunity to move this project forward until social interaction restriction are lifted.
- RAC and community members are hoping to be able to make a presentation to the MCSD Board of Directors at the July 2020 MCSD Board meeting, with a request to have permission to pursue funding and permitting to construct the BMX track at the Washington and School Road parcel owned by MCSD.

DRAFT Parks & Recreation Operating Budget:

- Staff presented a DRAFT operating budget for FY 2020-21 to the committee.
- The Operating Budget goes to the MCSD Board for approval on June 3, 2020.

AdHoc Committee Reports:

- Hewitt Ranch—No report
- Skate Park—working on permitting; working with current funders; continuing to seek grants; received a grant from McK. Area Fund.
- School and Washington Property—No report
- River Property—No report

- Fischer Ranch Estuary project—clean up of encampments continue.
- BMX— See notes on above

Agenda Items for next meeting:

- Community Garden
- Skate Park Quarterly Report
- BMX Interest
- Park memorial for George Wheeler

Adjournment:

- Adjourned: 7:22pm

**McKinleyville Parks & Recreation**  
**Summer Child Care Program**  
**Parent & Child Handout**

*Hello!*

*I am excited you are taking a part in our Summer Child Care Program! I have been working hard to make changes to our program so that it meets all Humboldt County and State of California requirements to be as safe as possible in the current COVID-19 pandemic. The staff have also been working hard to plan programming and activities that are fun, engaging, and follow social distancing requirements. Please review the following handout for more information!*

*We can't wait to hang out masked and 6 feet away from you!*

*Kirsten & Camp Staff*

**Locations (All three facilities are located at Pierson Park)**

- Before each week starts you will be notified by email (or phone if you don't have email) which group you are in and which facility you will be at for the week.
  - The McKinleyville Activity Center
    - 1705 Gwin Road
    - 707-839-6310
    - Please park by the side single door entrance
  - The McKinleyville Teen Center
    - 1685 Gwin Road
    - 707-840-0304
    - Please park in the lot right in front of the building
  - Azalea Hall
    - 1620 Pickett Road
    - 707-839-0191
    - Please park in front of the building
  - Parks & Recreation Office (not a Child Care Site)
    - Currently CLOSED to the Public
    - All registration, payments and general info will take place through the office or you can register online
    - Please call the office at 707-839-9003 if you can't get through to your site or the line is busy

**Drop Off/Pick Up**

- We will be doing a curbside drop off/pick up each day!
  - Hours: 9am to 5pm, Monday through Friday. Please keep in mind the following:
    - Your child(ren)'s staff leader will be on-site with their group for an 8-hour day.
    - There is no extended care at this time to keep the group size as small as possible and to help prevent burn out of the leaders.
  - Cones will be placed in every other parking space to ensure social distancing even at drop off/pick up
  - Parents/guardians please stay in your car, staff will come out to you!

- Staff will sign in/out on the roster (If you have a Changing Tides Attendance Form please bring your own pen to sign in/out)
- Staff will ask you the Health Screening questions at drop off each day
- Staff will take and record each child's temperature with a no touch thermometer at drop off, lunch time and pick up (must not be 100 degrees or higher)
- If multiple children are dropped off at the same time, as staff check them in, they will wait "in line" on socially distanced markers until all are checked in
- Staff and children will wash their hands first thing when entering the building
- At pick up staff will help the children gather their belongings and walk them out to your car
- If you are doing a late drop off or an early pick up you can call or just knock on the door
- All doors will remain locked from the outside, to prevent anyone from just walking into any of the facilities. Emergency exit doors (are still able to be opened from the inside when locked from the outside)

### **What to Bring/What to Leave at Home**

- Please Bring
  - Lunch (Please make sure your child(ren) can open everything themselves)
  - Morning/Afternoon Snacks
  - Water bottle (drinking fountains are closed at this time)
  - Face mask (ideally also an extra, in case it gets dirty, breaks, etc.)
  - Wear comfortable clothes and closed toe shoes (keep in mind we will have arts & crafts projects that might get on your child clothes)
  - Jacket/Sweater/Hat (weather dependent layers)
  - Please apply sunblock at home
- Please Leave at Home
  - All toys, sports equipment, electronics, and games
  - Books

### **When and How to Wash Your Hands**

- *Handwashing is one of the best ways to protect yourself and your family from getting sick. Learn when and how you should wash your hands to stay healthy.*

### **Wash Your Hands Often to Stay Healthy**

- You can help yourself and your loved ones stay healthy by washing your hands often, especially during these key times when you are likely to get and spread germs:
  - **Before, during, and after** preparing food
  - **Before** eating food
  - **Before and after** caring for someone at home who is sick with vomiting or diarrhea
  - **Before and after** treating a cut or wound
  - **After** using the toilet
  - **After** blowing your nose, coughing, or sneezing
  - **After** touching garbage



### Follow Five Steps to Wash Your Hands the Right Way

- Washing your hands is easy, and it's one of the most effective ways to prevent the spread of germs. Clean hands can stop germs from spreading from one person to another and throughout an entire community—from your home and workplace to childcare facilities and hospitals.
- Follow these five steps every time.
  - **Wet** your hands with clean, running water (warm or cold), turn off the tap, and apply soap.
  - **Lather** your hands by rubbing them together with the soap. Lather the backs of your hands, between your fingers, and under your nails.
  - **Scrub** your hands for at least 20 seconds. Need a timer? Hum the “Happy Birthday” song from beginning to end twice.
  - **Rinse** your hands well under clean, running water.
  - **Dry** your hands using a clean paper towel. Use the same paper towel to turn water off.

### Use Hand Sanitizer When You Can't Use Soap and Water

- You can use an alcohol-based hand sanitizer that contains at least 60% alcohol if soap and water are not available.
- Washing hands with soap and water is the best way to get rid of germs in most situations. If soap and water are not readily available, you can use an alcohol-based hand sanitizer that contains at least 60% alcohol. You can tell if the sanitizer contains at least 60% alcohol by looking at the product label.
- **Sanitizers can quickly reduce the number of germs on hands in many situations. However,**
  - Sanitizers do **not** get rid of all types of germs.
  - Hand sanitizers may not be as effective when hands are visibly dirty or greasy.
  - Hand sanitizers might not remove harmful chemicals from hands like pesticides and heavy metals.
- **Caution!** Swallowing alcohol-based hand sanitizers can cause alcohol poisoning if more than a couple of mouthfuls are swallowed. Keep it out of reach of young children and supervise their use. Learn more here.
- How to use hand sanitizer?
  - Apply the gel product to the palm of one hand (read the label to learn the correct amount).
  - Rub your hands together.
  - Rub the gel over all the surfaces of your hands and fingers until your hands are dry. This should take around 20 seconds.

## Virus Prevention Steps

- Health screening of both youth and staff upon arrival
  - Temperature taken before entry, if over 100.0 degrees staff or youth is sent home and encouraged to contact their primary care provider. Staff will keep a record of temps taken each day.
  - Families and staff are asked at drop off if medication was used to lower temperature, or if they have had contact with anyone who has had a confirmed case of the Coronavirus or is currently awaiting test results in the last 14 days. Staff and youth cannot attend the program if any of the above questions are answered with a yes. Staff will then contact the Recreation Coordinator for next steps.
- Staff will keep a running log of youth or staff that is out each day due to illness.
- Youth & Staff will wash hands upon arrival and will wash thoroughly before and after eating meals or snacks.
- Ratios will be 1:6. No groups will exceed 14, includes both staff and adults (*Exceptions will be made for any youth who has an Aide, however it must be the same aid all days*).
- Facilities are limited to 14 people. Outside or large spaces can be divided into two areas. If dividing outside, dividers such as cones, chairs, table, etc. to ensure a minimum of 6 feet distance from each group.
- Encourage social distancing in groups, keeping children 6 feet away from each other, if possible.
- Incorporate as much outside time as possible. Groups must maintain 6 ft distance from each other while outdoors, no combining of groups.
- Do not combine groups for meals or snacks.
  - Children will eat meals at their own “desk” table while maintaining social distancing.
  - All snacks and meals must be provided from home, no cooking projects or meal sharing at this time.
- No pens should be shared unless sanitized after each use. Parents are encouraged to bring their own pen.
- Hard to clean items will not be available at this time.
- Games, sports equipment, and other supplies will be cleaned and sanitized between uses.
- When one group leaves an area or plays with games, sports equipment, or other supplies, they must be cleaned before another group comes to the area or plays with the toy.
- Disinfect all hard surfaces at least daily, paying special attention to high use items such as doorknobs, light switches, telephones, countertops, and tables.
- Restrooms: toilets, faucets and paper towel dispensers will be sanitized after each use.
- Disinfect toys as appropriate at the end of each day and allow them to dry overnight.
- Make sure hand sanitizer and facial tissue is available in high traffic areas throughout the facilities.

## First Aid/CPR

- All Staff are trained in First Aid and CPR
- During this time, we will be talking each child through administering their own non-emergency first aid as needed
  - Examples
    - Minor cuts/scrapes: Child will be given instructions on cleaning the wound and applying the bandage(s) to themselves
    - Nose Bleeds: Child will be handed tissues, from a gloved staff and talked through applying them and keeping pressure
    - Bumps/bruises: Child will hold their own ice pack on injured area
- All staff have their own CPR Mask

### **Should I stay home?**

- If you or someone within your household has cold/flu like symptoms, you are encouraged to stay home until fever or symptoms free for at least 72 hours.
- People at higher risk of severe illness are encouraged to work from home if eligible or utilize PTO if available and stay away from large groups of people as much as possible.
- People at higher risk include:
  - People 60 and older
  - People with underlying health conditions including cancer, heart disease, lung disease, or diabetes
  - People who have weakened immune systems

### **If a Positive Coronavirus Case is Found in the Program**

If you receive a call that a staff/child/parent has tested positive for Coronavirus:

- Immediately contact your supervisor/Recreation Coordinator, who will then contact the Recreation Director. The Recreation Director will notify, Human Resources, the General Manager and Department of Health. The Recreation Director and Recreation Coordinator will circle back to the staff to communicate next steps.
- If Public Health determines the Program needs to be closed, all facilities will need to be deep cleaned and sanitized before reopening.
- Recreation Coordinator will work with staff on next steps to sanitize the area.

Humboldt County Health Department	(707) 445-6200
Humboldt County Health Clinic	(707) 445-6201
Parks & Recreation Office (Recreation Director & Coordinator)	(707) 839-9003



expenses directly attributed to COVID-19. President Trump designated churches and other houses of worship as essential services on May 22. MCSD is now working with New Heart who rented Azalea Hall, to be able to start holding services at Azalea Hall again. New Heart will be required to provide a written plan consistent with the county Reopening Plan to the Recreation Director for review and approval prior to allowing occupancy. The GM should have current status for the Board Meeting. I would also like to draw your attention to the cost savings. Typically, there are thousands of dollars in contributed labor from the County of Humboldt. This labor is negotiated as part of our agreements for the Law Enforcement Facility rent and Central Avenue Landscape Zone. Due to the shelter in place order SWAP and Community Service workers programs have been suspended. Staff will be putting together a report on the financial impact of the loss of that labor.

**4.5 Gallon Water Tank Project** – MCSD and Kennedy Jenks were successful in negotiating the scope and effort the consultant will provide. This will cover preliminary design, surveying, detailed design, geotechnical investigations, site surveys, environmental review and compliance, CEQA permitting, NPDES permitting, bidding, construction support services, and grant program management as required for the project's Phase 1 and Phase 2 divisions of work. Approval of a Professional Service Agreement will be presented to the board at the June 3, 2020 meeting. Funding for this project is with a Hazard Mitigation Grant through Cal OES and FEMA and will be a 75% grant 25% cost to MCSD. Estimated total project cost will exceed \$6,000,000.

**Water and Sewer Mainline Master Plan Phase 3a and b** – Phase 3b of the Master Planning effort is nearly wrapped up. Since last month's report, the middle 101 sewer crossing was videoed, and the recording submitted to the consultant for analysis. Staff is awaiting the draft report for the outcome of all the testing. It will be reviewed and become part of the documentation of the Water and Sewer Mainline Master Plan.

**SRF Emergency Efficiency WWMF Micro-grid Project** – To date, staff and Ameresco have had two design progress meeting and we are reviewing layout concepts for the solar array. Upon acceptance of the array location we will start the public input process and Board feedback. Upon completion of public scoping, environmental review will begin. Staff hopes to provide preliminary review to the board in July.

**Hiller Lift Station Pump Upgrade** – Our construction management consultant is reviewing submittals for the materials and equipment necessary for the upgrade. Piping, pumps, and fittings are being reviewed to ensure they meet the standards of design. Due to Governor Newsom Executive Order 52-20 for COVID-19 Coastal Development Permit public input appeals have been tolled. In essence, all permits have been extended. Staff still expects groundbreaking to occur in July or early August.

**Local Limits** – The draft work plan was completed by our consultant, reviewed by staff, and submitted to the Regional Board for approval prior to implementation. In December, we received word from Region One that we could move forward with the workplan. This project

is set to move forward with sampling to begin in the coming weeks. Staff will be renting portable samplers and coordinating with the laboratory for testing.

**Sewer Undercrossing Project** – A Request for Qualifications was circulated to a list of qualified consultants on April 6<sup>th</sup>. The scope of work will include surveying and right of way mapping. Preliminary engineering design of the appropriate replacement method for each highway crossing including an Alternatives Analysis and coordination with CalTrans related to methods of construction. Other tasks will include a National Environmental Protection Act analysis. Submittal and coordination of the preliminary design and environmental studies with Cal OES and FEMA and grant management that will include quarterly reports. The deadline to receive statements of qualification will be May 6<sup>th</sup>. We will have a status update at the board meeting. This is a Hazard Mitigation Grant through Cal OES and FEMA and will be a 75% grant 25% cost to MCSD. Estimated total project cost will exceed \$4,000,000.

**Meetings** –The General Manager attended various meetings in May including two MMAC meetings and a CSDA Executive Committee Meeting. All meetings with people outside the organization are being conducted via remote, web-based technology. During the month of May, the GM attended numerous remote meeting to discuss COVID- 19 impacts.

**Attachments:**

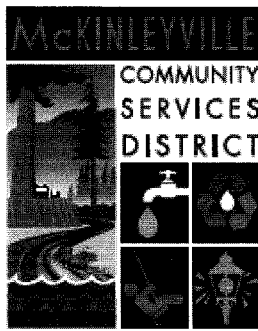
- Attachment 1 – WWMF Monthly Self-Monitoring Report

**PHYSICAL ADDRESS:**

1656 SUTTER ROAD  
McKINLEYVILLE, CA 95519

**MAILING ADDRESS:**

P.O. BOX 2037  
McKINLEYVILLE, CA 95519



[mckinleyvillecsd.com](http://mckinleyvillecsd.com)

**MAIN OFFICE:**

PHONE: (707) 839-3251  
FAX: (707) 839-8456

**PARKS & RECREATION OFFICE:**

PHONE: (707) 839-9003  
FAX: (707) 839-5964

R.W.Q.C.B. NORTH COAST REGION  
5550 SKYLANE BLVD., SUITE A  
SANTA ROSA, CA 95403

May 22, 2020

RE: MONTHLY MONITORING REPORT

Dear Justin:

Enclosed is the Monthly Monitoring Report for April 2020 for McKinleyville Community Services District Wastewater Management Facilities WDID NO. 1B82084OHUM, operating under Order Number R1-2018-0032.

The normal discharge of effluent was 28 days going to 001 and 1 day going to 002. The required monitoring and water quality constituents that were tested and reported was in compliance in April.

Effluent Limitations Parameters	Units	Average Monthly	Average Weekly	Avg. % Removal	Max Daily	Instant Max	Instant Min	Results
<b>Monitoring Location EFF- 001</b>								
BOD	mg/L	30	45	>85				Compliance
TSS	Mg/L	30	45	>85				Compliance
PH	s.u.					6.5	8.5	Compliance
Settleable Solids	ml/L	0.1			0.2			Compliance
Chlorine Total Residual	mg/L	0.1			0.2			Compliance
Carbon Tetrachloride	ug/L	.25			.75			Compliance
Ammonia Impact Ratio	mg/L	1.0			1.0			Compliance
Dichlorobromomethane	ug/L	.56			1.4			Compliance
<b>Monitoring Location LND-001, REC-001</b>								
Nitrate		10						Compliance
PH		6.0- 9.0	6.0 – 9.0					Compliance

Total Coliform Organisms MPN/100 ml. The Monthly Median not to exceed MPN of 23 and the daily maximum not to exceed MPN of 240. The reported results for the month of April are as follows. Median was <1.8 and a Maximum of 1.8. Four samples were collected in the month of April and was in compliance.

Acute Toxicity Percent Survival. Minimum for any bioassay is 70% survival. Median for three or more consecutive bioassays at least 90% survival. Acute results were 100% and TST Pass for Rainbow trout.

River discharge was turned off on April 28, 2020 and Discharge went to Perc Ponds on the 30<sup>th</sup>. There was no discharge on the 29<sup>th</sup>.

Monthly River Monitoring was conducted in April.

**McKINLEYVILLE COMMUNITY SERVICES DISTRICT WASTEWATER MANAGEMENT FACILITY MONITORING DATA**

MONTH: April 2020

DATE	EFFLUENT FLOW		EFFLUENT MAXIMUM		EFFLUENT MONITORING		EFFLUENT MONITORING		EFFLUENT MONITORING		EFFLUENT MONITORING		EFFLUENT MONITORING		EFFLUENT MONITORING		EFFLUENT MONITORING						
	Flow MGD	Flow MGD	Flow GPM	Flow GPM	Flow MGD	Flow MGD	Flow MGD	Flow MGD	Flow MGD	Flow MGD	Flow MGD	Flow MGD	Flow MGD	Flow MGD	Flow MGD	Flow MGD	Flow MGD	Flow MGD	Flow MGD				
1	0.974	1.089	1262	2650	943																		
2	0.950	1.119	1201	1560	583																		
3	0.935	1.023	1159	1180	457	360	250	5.3	2.8	1.5	0.00												
4	0.996	1.040	1111	942	381																		
5	1.190	1.114	978	1830	840																		
6	1.078	1.184	1200	2510	939																		
7	1.019	1.197	1272	1720	607																		
8	1.012	1.146	1593	1410	397																		
9	0.984	1.182	1180	1190	453																		
10	0.979	1.111	1208	1010	375	310	230	4.6	3.2	1.7	0.00												
11	1.010	1.140	1326	819	277																		
12	0.996	1.077	1191	719	271																		
13	0.974	1.099	1114	635	256																		
14	0.942	1.053	1109	563	228																		
15	0.937	1.083	1188	465	176																		
16	0.932	1.088	1161	443	171																		
17	0.927	1.069	1139	397	156	340	250	5.4	3.6	2.7	0.00												
18	0.923	1.030	1189	372	140																		
19	0.966	0.987	1195	362	136																		
20	0.927	1.010	1106	343	139																		
21	0.907	1.050	1165	325	125																		
22	0.911	1.075	1170	303	116																		
23	0.921	1.081	1190	323	122																		
24	0.897	0.916	1228	301	110	340	320	4.7	2.4	2.2	0.00												
25	0.925	0.759	867	277	143																		
26	0.940	0.760	874	258	133																		
27	0.898	0.799	934	229	110																		
28	0.873	0.464	918	209	102																		
29	0.890	0.000	0	N/A	N/A																		
30	0.884	0.466	1035	N/A	N/A																		

**MONTHLY TESTS EFF-001 DISCHARGE TO RIVER**

Ammonia Impact	Ammonia	Nitrate	Hardness	Chlorophyll	Bio Phosphate	Carbon Tetrachloride	Chlorococci	Diethylhexylphthalate	Turbidity % Increase
0.19	1.4	5.9	86	5.3	ND	ND	ND	DMG 30	N/A

MONTHLY TESTS LIND-001, REC-001 DISCHARGE TO PERC PONDS and LAND									
Organic Nitrogen	TSS	Ammonia	NITRATE	SO4	PHOSPHORUS	CHLOROPHYLL	BOD	TSS	Flow
N/A	240	1.40	5.96	ND	N/A	N/A	N/A	N/A	N/A

ACUTE TOXICITY									
Date	Species	TST Pass/Fail	Flow	Flow	Flow	Flow	Flow	Flow	Flow
3/5/2020	Rainbow Trout	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass

MONTHLY RIVER RSW-001									
TSS	Ammonia	Chlorophyll	Turbidity	TSS	Ammonia	Chlorophyll	Turbidity	TSS	Ammonia
94	53	ND	76	20.5	94	53	ND	99	59.4

MONTHLY RIVER RSW-002									
BOD	TSS	BOD	TSS	BOD	TSS	BOD	TSS	BOD	TSS
43	99	43	99	43	99	43	99	43	99

30 DAY AVERAGE									
BOD mg/L	TSS mg/L	BOD mg/L	TSS mg/L	BOD mg/L	TSS mg/L	BOD mg/L	TSS mg/L	BOD mg/L	TSS mg/L
5	3	5	3	5	3	5	3	5	3

EFF-001 REC-001 Quarterly Permit Exceedance									
Quarterly	Quarterly	Quarterly	Quarterly	Quarterly	Quarterly	Quarterly	Quarterly	Quarterly	Quarterly

Remarks:



**McKINLEYVILLE COMMUNITY SERVICES DISTRICT  
WASTEWATER MANAGEMENT FACILITY  
EFFLUENT DISCHARGE DISPOSAL**

April 2020

Discharge Monitoring	002 LND-001	002 LND-001	004 REC-001	003 REC-001	006 REC-001	005 REC-001	001 EFF-001				
DATE	INF-001 MGD	EFF-001 MGD	MAXIMUM GPM	N.POND MGD	S.POND MGD	FISCHER MGD UPPER	FISCHER MGD LOWER	PIALORSI MGD	HILLER MGD	IRRIGATE TOTAL MGD	RIVER MGD
1	0.974	1.089	1262							0.000	1.089
2	0.950	1.119	1201							0.000	1.119
3	0.935	1.023	1159							0.000	1.023
4	0.996	1.040	1111							0.000	1.040
5	1.190	1.114	978							0.000	1.114
6	1.078	1.184	1200							0.000	1.184
7	1.019	1.197	1272							0.000	1.197
8	1.012	1.146	1593							0.000	1.146
9	0.984	1.182	1180							0.000	1.182
10	0.979	1.111	1208							0.000	1.111
11	1.010	1.140	1326							0.000	1.140
12	0.996	1.077	1191							0.000	1.077
13	0.974	1.099	1114							0.000	1.099
14	0.942	1.053	1109							0.000	1.053
15	0.937	1.083	1188							0.000	1.083
16	0.932	1.088	1161							0.000	1.088
17	0.927	1.069	1139							0.000	1.069
18	0.923	1.030	1189							0.000	1.030
19	0.966	0.987	1195							0.000	0.987
20	0.927	1.010	1106							0.000	1.010
21	0.907	1.050	1165							0.000	1.050
22	0.911	1.075	1170							0.000	1.075
23	0.921	1.081	1190							0.000	1.081
24	0.897	0.916	1228							0.000	0.916
25	0.925	0.759	867							0.000	0.759
26	0.940	0.760	874							0.000	0.760
27	0.898	0.799	934							0.000	0.799
28	0.873	0.464	918							0.000	0.464
29	0.890	0.000	0							0.000	0.000
30	0.884	0.466	1035	0.466						0.000	0.000
TOTAL	28.697	29.211		0.466	0.000	0.000	0.000	0.000	0.000	0.000	28.745
AVERAGE	0.957	0.974	1109	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.958
MAXIMUM	1.190	1.197	1593	0.466	0.000	0.000	0.000	0.000	0.000	0.000	1.197
MINIMUM	0.873	0.000	0	0.466	0.000	0.000	0.000	0.000	0.000	0.000	0.000
DAYS	30	29		1	0	0	0	0	0	0	30

DAYS WITH NO DISCHARGE =

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT  
WASTEWATER MANAGEMENT FACILITY  
RIVER CFS - EFFLUENT FLOWS -

M-003

RIVER DILUTION

M-004

M-005

April 2020

DATE	INF-001 INFLUENT MGD	EFF-001 EFFLUENT MGD	EFFLUENT MAXIMUM GPM	M-002 PERK PONDS MGD	M-006 IRRIGATE MGD	EFF-001 RIVER MGD	RIVER DILUTION 100:1	MAXIMUM G.P.M. DISCHARGE FOR 100:1	RIVER FLOW IN CFS	RIVER FLOW IN GPS
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1	0.974	1.089	1262			1.089	943	11895	2650	19825
2	0.950	1.119	1201			1.119	583	7002	1560	11670
3	0.935	1.023	1159			1.023	457	5297	1180	8828
4	0.996	1.040	1111			1.040	381	4228	942	7047
5	1.190	1.114	978			1.114	840	8214	1830	13690
6	1.078	1.184	1200			1.184	939	11266	2510	18777
7	1.019	1.197	1272			1.197	607	7720	1720	12867
8	1.012	1.146	1593			1.146	397	6329	1410	10548
9	0.984	1.182	1180			1.182	453	5341	1190	8902
10	0.979	1.111	1208			1.111	375	4533	1010	7556
11	1.010	1.140	1326			1.140	277	3676	819	6127
12	0.996	1.077	1191			1.077	271	3227	719	5379
13	0.974	1.099	1114			1.099	256	2850	635	4750
14	0.942	1.053	1109			1.053	228	2527	563	4212
15	0.937	1.083	1188			1.083	176	2087	465	3479
16	0.932	1.088	1161			1.088	171	1988	443	3314
17	0.927	1.069	1139			1.069	156	1782	397	2970
18	0.923	1.030	1189			1.030	140	1670	372	2783
19	0.966	0.987	1195			0.987	136	1625	362	2708
20	0.927	1.010	1106			1.010	139	1540	343	2566
21	0.907	1.050	1165			1.050	125	1459	325	2431
22	0.911	1.075	1170			1.075	116	1360	303	2267
23	0.921	1.081	1190			1.081	122	1450	323	2416
24	0.897	0.916	1228			0.916	110	1351	301	2252
25	0.925	0.759	867			0.759	143	1243	277	2072
26	0.940	0.760	874			0.760	133	1158	258	1930
27	0.898	0.799	934			0.799	110	1028	229	1713
28	0.873	0.464	918			0.464	102	938	209	1564
29	0.890	0.000	0	Shut down				0		0
30	0.884	0.466	1035	0.466				0		0

TOTAL	28.697	29.211		0.466	0.000	28.745				
AVERAGE	0.957	0.974	1109	0.000	0.000	1.027	317	3493	834	5821
MAXIMUM	1.190	1.197	1593	0.466	0.000	1.197	943	11895	2650	19825
MINIMUM	0.873	0.000	0	0.000	0.000	0.464	102	0	209	0
DAYS	30	29		1	0	28				

DAYS WITH NO DISCHARGE TO THE MAD RIVER = 2