

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.”

**NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE
MCKINLEYVILLE COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS
WILL BE HELD**

WEDNESDAY, September 2, 2020 AT 6:00/7:00pm

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!)

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 at: comments@mcsd.com up until 4:30 p.m. on Tuesday, September 1, 2020.

All Public Comment received before the above deadline will be provided to the Board at 9 a.m. on Wednesday, September 2, 2020 in a supplemental packet information that will also be posted on the website for public viewing.

CLOSED SESSION AGENDA

6:00 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. Significant exposure to litigation pursuant to § 54956.9(b): 1 Potential Case; Phil Lazzar Claimant

b. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (California Government Code § 54954.5 and 54957) Title: General Manager—Patrick Kaspari

REGULAR MEETING AGENDA

7:00 p.m.

A. CALL TO ORDER

A.1 Report out of Closed Session

A.2 Roll Call

A.3 Pledge of Allegiance

A.4 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.5 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 August 5, 2020 | Pg. 5 |
| | Attachment 1 – Draft Minutes from August 5, 2020 | Pg. 6 |
| D.2 | Consider Approval of July 2020 Treasurer’s Report | Pg. 11 |
| D.3 | Compliance with State Double Check Valve (DCV) Law | Pg. 31 |
| D.4 | Authorize General Manager to Send Letter of Support for Humboldt Bay Municipal Water District’s Application for a US Economic Development Administration Industrial System Rehabilitation Project Grant | Pg. 32 |
| | Attachment 1 – Request for Support Letter from HBMWD | Pg. 33 |
| | Attachment 2 – Copy MCSD letter of Support | Pg. 34 |

D.5	Approval of Proposal to Conduct a Capacity Fee Study from Willdan Financial Services	Pg. 36
	Attachment 1 – Proposal from Willdan Financial Services.	Pg. 38

E. CONTINUED AND NEW BUSINESS

E.1	Consider Approval of Professional Services Agreement with US Ecology to Perform Remediation and Demolition of PCB Impacted Milking Shed at Pialorsi Ranch	Pg. 51
	Attachment 1 – US Ecology Professional Services Agreement	Pg. 53
	Attachment 2 – North Coast Environmental Construction Quote	Pg. 82
E.2	Consider Approval of Professional Services Agreement with GHD to Perform Phase 3c of the Mainline Replacement and Rehabilitation Master Plan	Pg. 83
	Attachment 1 – GHD Scope Phase 3C, Water & Sewer Mainline\Replacement & Rehabilitation Master Plans	Pg. 85
E.3	Consider Approval of a Temporary 50% Reduction in Facility Use Fees for the McKinleyville Senior Center at Azalea Hall	Pg. 91
	Attachment 1 – Amendment to 2020 Senior Center Agreement	Pg. 93
E.4	BMX Track Development Proposal Presentation	Pg. 95
	Attachment 1 – MCSD BMX Presentation	Pg. 97
E.5	Annual Review and Discussion of 2019-2024 Strategic Plan	Pg. 102
	Attachment 1 – Strategic Plan 2019-2024 – Red Lined Staff Revisions	Pg. 103
E.6	Discussion regarding Digital Meeting Guidelines, Procedures, and Universal Technology Elements	Pg. 115
	Attachment 1 – Laptop/Tablet Cost Estimates	Pg. 117
E.7	Discuss and Consider Approval of Resolution 2020-22 Adopting the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the Mad River Floodplain and Public Access Enhancement Project, and Approving the Project based on Approval of Final Construction Funding	Pg. 119
	Attachment 1 – A portion of Mad River Floodplain and Public Access Enhancement Project Initial Study and Mitigated Negative Declaration State Clearinghouse Link to Full Document and comments https://ceqanet.opr.ca.gov/2020039047/2	Pg. 126
	Attachment 2 – Proof of Publication	Pg. 164
	Attachment 3 – Notice of Completion & Environmental Document Transmittal	Pg. 165
	Attachment 4 – Comment Letters Received	Pg. 167
	Attachment 5 – Response to Comments	Pg. 170
	Attachment 6 – Total Project Cost Detail Table	Pg. 171
	Attachment 7 – Resolution 2020-22	Pg. 172
	Attachment 8 – Mitigated Monitoring Report	Pg. 175

Attachment 9 – Notice of Determination	Pg. 189
Attachment 10 – Public Comment Received by 8/26/20	Pg. 190
E.8 Consider Approval of the Location of the Solar Panels for the Microgrid Project to be Located at the Wastewater Management Facility	Pg. 205
Attachment 1 – McKinleyville CSD Microgrid Project, High Level Review Report, Ameresco, Aug. 19, 2020	Pg. 208

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)
- j. AdHoc Committee – Community Forest (Corbett/Burke)

F.2 LEGISLATIVE AND REGULATORY REPORTS

F.3 STAFF REPORTS

- a. Support Services Department (Colleen M.R. Trask) **Pg. 233**
- b. Operations Department (James Henry) **Pg. 235**
- c. Parks & Recreation Department (Lesley Frisbee) **Pg. 240**
- d. General Manager (Pat Kaspari) **Pg. 245**
- Attachment 1 – WWMF Monthly Self-Monitoring Report **Pg. 250**

F.4 PRESIDENT’S REPORT

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

G. ADJOURNMENT

Posted 5:00 pm on August 28, 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/meetings or upon request at the MCSD office, 1656 Sutter 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

September 2, 2020

TYPE OF ITEM: **ACTION**

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 August 5, 2020 regularly scheduled Board Meeting.

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 August 5, 2020

MINUTES OF THE CLOSED/REGULAR MEETING OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT HELD ON WEDNESDAY, AUGUST 5 2020 6:30/7:00 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

AGENDA ITEM A. CALL TO ORDER

A.1 Roll Call: The Closed session of the Board of Directors of McKinleyville Community Services District convened at 6:37 pm with the following Directors and staff in attendance:

Mary Burke, President	Pat Kaspari, General Manager
Shel Barsanti, Director	Russell Gans, Legal Counsel
John Corbett, Director	April Sousa, Board Secretary
David Couch, Director	
Dennis Mayo, Vice President	

A.3 Closed Session Discussion

CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code 54956.8)

Agency Negotiators: Pat Kaspari, General Manager, Russell Gans, Legal Counsel

Parties with Whom Negotiating: Michael & Cheryl Malin

Property: Manufactured home located at 795 Hiller Road, caretaker home located on District property at Hiller Park, McKinleyville, Humboldt County, CA

Under Negotiation: Purchase Agreement (Price and Terms of Payment) and future site lease terms.

A.4 Report Out of Closed Session

Report out of closed session took place when the Board reconvened for the regular open session meeting at 7 p.m. No reportable action was taken during closed session. Instruction was given to negotiators to continue negotiating the agreement.

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 7:00 pm with the following Directors and staff in attendance:

Mary Burke, President	Pat Kaspari, 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, Vice President	April Sousa, Board Secretary
	Russell Gans, Legal Counsel

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

A.3 Additions to the Agenda: General Manager Kaspari brought forward an item to consider for addition to the agenda: Authorization to Execute Documents for the SGIP (Self Generation Incentive Program)/TESLA Battery Program for the Ramey and Fischer Pump Stations. General Manager Kaspari noted that this item came to the Board Tuesday evening, less than 24 hours prior to the meeting. The need to add this item to the agenda and to take action was cited due to the timing of the program and because the item came to the attention of MCSD after the agenda was posted. The Board and public were given opportunities to ask clarifying questions of the process of adding this item.

Motion: It was moved to add the additional action item to Consider Authorization to Execute Documents for the SGIP/TESLA Battery Program for the Ramey and Fischer Pump Stations.

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

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

Motion Summary: Motion Passed

A.4 Approval of the Agenda:

Motion: It was moved to adopt the agenda with the additional item.

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

There was no public comment

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

Motion Summary: Motion Passed

AGENDA ITEM B. PUBLIC HEARINGS: There were no Public Hearings

AGENDA ITEM C. PUBLIC COMMENT AND WRITTEN COMMUNICATIONS:

There were 17 distinct logins for this meeting, including staff and Board. Director Corbett spoke during public comment on the following items: Clarifying the Board's Authority, work on the Homeless Site issue in McKinleyville and possibly get an advisory vote on the issue, information on if MCSD is subsidizing police and library services and clarifying MCSD authority for reclamation. Director Corbett noted that none of these had anticipated additional tax revenue needs.

AGENDA ITEM D. CONSENT CALENDAR:

D.1 Consider Approval of the Minutes of the Board of Directors Regular Meeting on July 1, 2020

D.2 Consider Approval of June 2020 Draft Treasurer's Report

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

D.4 Consider Deactivation of Streetlight Located in the Sunset Ridge Streetlight Zone #14

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 Consider Adoption of Resolution 2020-19 Recognizing, Honoring and Commending Jennifer Olsen for Serving McKinleyville Community Services District for 10 Continuous Years.

Finance Director Colleen M.R. Trask gave an overview of the item and read the resolution. The Board, staff, and public spoke highly of Ms. Olsen.

Motion: Adoption of Resolution 2020-19 Recognizing, Honoring and Commending Jennifer Olsen for Serving McKinleyville Community Services District for 10 Continuous Years.

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

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

Motion Summary: Motion Passed

E.2 Biennial Review and Adoption of MCSD Conflict of Interest Code

Board Secretary Sousa gave an overview of the item and the changes presented. Legal Counsel was present to give reasoning for changes provided. There were no other comments from public or the Board.

Motion: Adoption of Resolution 2020-20 adopting the MCSD Conflict of Interest Code with Amendments

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

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

Motion Summary: Motion Passed

E.3 Consider the Regular Board Meeting Dates, Time, and Location for the 2021 Calendar Year

Board Secretary Sousa gave an overview of the item outlining the proposed 2021 Board Calendar. There were no other comments from the public or the Board. This was an information only item; no action taken.

E.4 Review and Discuss Annual Board Self-Evaluation

Board Secretary Sousa gave the overview for the Board Self-Evaluation. Comments by the Board were given regarding how to get more information from the evaluation through revising the questions. The public commented that it was helpful for full names to be available for all participants on the zoom meetings and for more zoom training to possibly take place. It was noted that the public could not be compelled to write their full name, but that staff and the Board could do so.

E.5 Initiate Process for General Manager's 3-Month Performance Evaluation

Board Secretary Sousa laid out the process for the General Manager's 3-month Evaluation as set forth through the GM contract and policy. Proposed dates for completion were presented. President Burke asked Director Couch to compile the evaluations and affirmed the timeline for completion. This was an informational item; no other comments were received from the public or the Board and no action taken.

E.6 Consider Approval of Agreement Between McKinleyville Union School District and the McKinleyville Community Services District for the Provision of After School Leaders to the 21st Century Community Learning Center After School Program at Dows Prairie Elementary School and Morris Elementary School

Parks and Recreation Director Lesley Frisbee provided information for this item. It was noted that the agreement was the same as years past with the exception of the start date. The Board and public were able to ask clarifying questions.

Motion: Authorize the Board President to execute the agreement between McKinleyville Union School District and the McKinleyville Community Services District

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

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

Motion Summary: Motion Passed

E.7 Consider Adoption of Resolution 2020-21 Authorizing the Acceptance and Recordation of a Grant Deed to Real Property located in McKinleyville, CA (APN 514-084-046) the Morgan Subdivision Open Space Zone #24

After a brief overview on this item from General Manager Kaspari, the Board discussed the revenue and costs of Open Space Zones and the purpose behind them. Clarifying questions were raised on the current amount assessed for Open Space Zone Maintenance, and if this was enough to recuperate costs to maintain them. Re-evaluation of Open Space Zone Assessments was suggested, and the Board directed the General Manager to return with a report in three (3) months.

Motion: Adopt Resolution 2020-21 Authorizing the Acceptance and Recordation of Grant Deed to Real Property for APN 511-084-046 corresponding to the Morgan Subdivision Open Space Zone #24

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

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

Motion Summary: Motion Passed

E.8 Review and Discuss Operations Reserve Policy

Finance Director Trask outlined the suggested revisions to the Operations Reserve Policy. Clarifying questions regarding investments, OPEB (Other Post Employment Benefits) Liabilities, Health Insurance, and how the reserve policy is presented in the budget, were discussed. There were no other comments from the public. This item was informational only; no action taken.

E.9 Authorization to Execute Documents for the SGIP (Self Generation Incentive Program)/TESLA Battery Program for the Ramey and Fischer Pump Stations

General Manager Kaspari gave information regarding the SGIP program and recent discussions with TESLA. It was noted that TESLA would do the grant funding process. The risk to the District was briefly discussed.

Motion: Authorize the General Manager to execute documents for the SGIP/TESLA Battery Program for the Ramey and Fischer Pump Stations, upon his and District's Legal Counsel's review and approval of the contract documents.

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

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

Motion Summary: Motion Passed

AGENDA ITEM F. REPORTS

F.1 ACTIVE COMMITTEE REPORTS

- a. **Recreation Advisory Committee (Couch/Mayo):** Met, no quorum.
- b. **Area Fund (John Kulstad/Barsanti):** Did not meet.
- c. **Redwood Region Economic Development Commission (Mayo/Burke):** Received funds from the Federal CARES Act to assist with recovery due to the Corona Virus shut down.
- d. **McKinleyville Senior Center Advisory Council (Barsanti/Burke):** Did not meet.
- e. **Audit (Corbett/Barsanti):** Met with Auditors – preliminary meeting.
- f. **Employee Negotiations (Couch/Corbett):** Did not meet.
- g. **McKinleyville Municipal Advisory Committee (Burke/Mayo):** Reports from the County Sheriff and Fire District were given as well as a presentation regarding the Airport. A member of the public, Tom Boyer, commented on the Airport presentation.
- h. **Local Agency Formation Commission (Couch):** Brief local report, nothing to report with CaLAFCo.
- i. **Environmental Matters Committee (Couch/Corbett):** Did not meet.

F.2 LEGISLATIVE AND REGULATORY REPORTS

Director Mayo noted that he was unable to get logged in for the ACWA (Association of California Water Authority) Conference and asked that staff pursue a refund for the conference fees.

F.3 STAFF REPORTS

- a. **Support Services Department (Colleen M.R. Trask):** Finance Director, Colleen Trask highlighted the county tax allocation was not complete in time for the report.
- b. **Operations Department (James Henry):** Operations Director, James Henry had nothing further to add to his written report. President Burke gave a quick comment regarding DCV Testing and moving valves above ground.
- c. **Parks & Recreation Department (Lesley Frisbee):** Recreation Director, Lesley Frisbee had nothing further to add to her written report.

- d. **General Manager (Patrick Kaspari):** General Manager Kaspari highlighted meetings regarding the unhoused in McKinleyville, Cell Tower update and Community Forest information. Comments from the Board were made regarding “2x2” discussions.

F.3.2 PRESIDENT’S REPORT: President Burke formalized an AdHoc committee consisting of Directors Corbett and herself regarding the Community Forest. After President Burke’s brief report, she asked Supervisor Madrone, who was on the call, if he would like to speak, which he gave general comments to the Board.

F.4 BOARD MEMBER COMMENTS, ANNOUNCEMENTS, REPORTS AND AGENDA ITEM REQUESTS: Director Mayo gave brief reports on the “2x2” that had been conducted. Director Couch reminded the Board and the Public on the election and noted that in the past, the League of Women Voters has put on a candidate forum in the past for the public to meet the candidates and asked staff to reach out to them to see what their plans are for this year.

G. ADJOURNMENT:

Meeting Adjourned at 9:22 p.m.

April Sousa, CMC, Board Secretary

McKinleyville Community Services District
DRAFT Treasurer's Report
July 2020

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Page 13	Cash Disbursement Report

Ratios

as of July 31, 2020

- Utility Accounts Receivable Turnover Days	10
- YTD Breakeven Revenue, Water Fund:	\$ 196,969
- YTD Actual Water Sales:	\$ 387,340
- Days of Cash on Hand-Operations Checking/MM	208

**McKinleyville Community Services District
Investments & Cash Flow Report
as of July 31, 2020**

Petty Cash & Change Funds 9,197.46

Cash

Operating & Money Market - Beginning Balance 3,975,470.49

Cash Receipts:

Utility Billings & Other Receipts	677,092.08	
Money Market Account Interest	116.66	
Transfers from County Funds #2560, #4240, CalTRUST, Meas. B	-	
Other Cash Receipts (Pmt of SRF Solar Proj Grant Receivable)	-	

Total Cash Receipts 677,208.74

Cash Disbursements:

Transfers to County Funds #2560, #4240, CalTRUST	-	
Payroll Related Expenditures	(424,125.20)	
Debt Service	(66,382.02)	
Capital & Other Expenditures (incl. Pialorsi Ranch purchase)	(559,516.75)	

Total Cash Disbursements (1,050,023.97)

Operating & Money Market - Ending Balance 3,602,655.26

Total Cash 3,611,852.72

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

LAIF - Beginning Balance 137,636.75

Interest Income	502.21	
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LAIF - Ending Balance 138,138.96

Humboldt Co. #2560 - Beginning Balance 1,065,745.72

Property Taxes and Assessments	-	
Transfer to/from Operating Cash	-	
Interest Income (net of adjustments)	1,509.81	

Humboldt Co. #2560 - Ending Balance 1,067,255.53

Humboldt Co. #4240 - Beginning Balance 3,315,888.26

Transfer to/from Operating Cash	-	
Transfer to/from Biosolids Reserve	-	
Interest Income	3,826.37	

Humboldt Co. #4240 - Ending Balance 3,319,714.63

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 172,119.16

Bond Reserve Payment	6,089.84	
Debt Service Payment, Principal/Interest	-	
Interest Adjustment	0.84	

USDA Bond Reserve Fund - Ending Balance 178,209.84

CalTRUST - Beginning Balance 10,583,697.45

Net Transfer to/from Designated Reserves: PERS/OPEB	-	
Net Transfer to/from Capacity Fees/Catastrophe/Other Reserves	-	
Net: Interest Income/Unrealized Gain/Loss	20,648.71	

CalTRUST - Ending Balance 10,604,346.16

Total Investments 15,976,714.68

Total Cash & Investments - Current Month 19,588,567.40

Total Cash & Investments - Prior Month 19,928,804.85

Net Change to Cash & Investments This Month (340,237.45)

Cash & Investment Summary

Cash & Cash Equivalents	18,795,438.45
Davis-Grunsky Loan Reserve	614,919.11
USDA Bond Reserve	178,209.84

Total Cash & Investments 19,588,567.40

McKinleyville Community Services District
Consolidated Balance Sheet by Fund
as of July 31, 2020

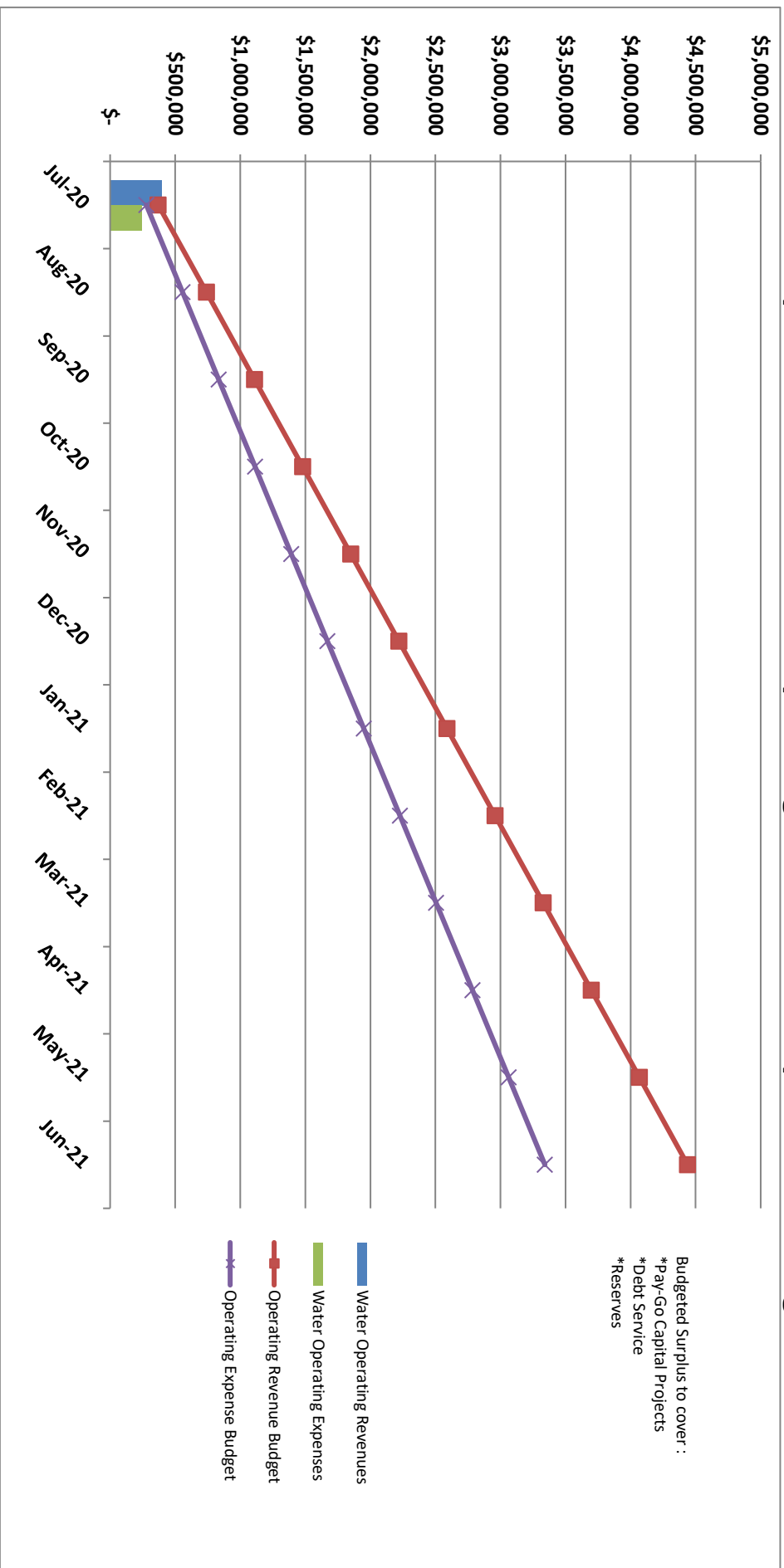
	Governmental Funds			Proprietary Funds			Total (Memorandum Only)
	Parks & General	Measure B	Streetslights	Water	Wastewater		
ASSETS							
Current Assets							
Unrestricted cash & cash equivalents	\$ 1,137,343.78	\$ (500,647.05)	\$ 35,626.26	\$ 6,893,201.45	\$ 11,376,628.58	\$ 18,942,153.02	\$ 18,942,153.02
Accounts receivable	3,778.12	-	3,864.89	363,977.62	466,336.09	837,956.72	837,956.72
Prepaid expenses & other current assets	53,399.81	979.78	4,772.94	129,414.30	80,823.47	269,390.30	269,390.30
Total Current Assets	1,194,521.71	(499,667.27)	44,264.09	7,386,593.37	11,923,788.14	20,049,500.04	20,049,500.04
Noncurrent Assets							
Restricted cash & cash equivalents	179,443.49	-	-	614,919.11	178,209.84	972,572.44	972,572.44
Other noncurrent assets	-	-	-	142,990.32	160,322.48	303,312.80	303,312.80
Capital assets (net)	-	-	-	8,357,164.88	28,189,063.35	36,546,228.23	36,546,228.23
Total Noncurrent Assets	179,443.49	-	-	9,115,074.31	28,527,595.67	37,822,113.47	37,822,113.47
TOTAL ASSETS	\$ 1,373,965.20	\$ (499,667.27)	\$ 44,264.09	\$ 16,501,667.68	\$ 40,451,383.81	\$ 57,871,613.51	\$ 57,871,613.51
LIABILITIES & FUND BALANCE/NET ASSETS							
Current Liabilities							
Accounts payable & other current liabilities	\$ 73,463.06	\$ 1,130.21	\$ 343.07	\$ 234,250.77	\$ 938,893.81	\$ 1,248,080.92	\$ 1,248,080.92
Accrued payroll & related liabilities	109,593.27	-	-	38,041.17	36,416.97	184,051.41	184,051.41
Total Current Liabilities	183,056.33	1,130.21	343.07	272,291.94	975,310.78	1,432,132.33	1,432,132.33
Noncurrent Liabilities							
Long-term debt	-	-	-	2,241,404.40	16,177,935.82	18,419,340.22	18,419,340.22
Other noncurrent liabilities	-	-	-	3,433,208.77	3,503,962.77	6,937,171.54	6,937,171.54
Total Noncurrent Liabilities	-	-	-	5,674,613.17	19,681,898.59	25,356,511.76	25,356,511.76
TOTAL LIABILITIES	183,056.33	1,130.21	343.07	5,946,905.11	20,657,209.37	26,788,644.09	26,788,644.09
Fund Balance/Net Assets							
Fund Balance	(2,281,792.30)	(500,797.48)	43,921.02	-	-	(2,738,668.76)	(2,738,668.76)
Net assets	3,472,701.17	-	-	4,439,002.09	7,783,046.91	15,694,750.17	15,694,750.17
Investment in capital assets, net of related debt	-	-	-	6,115,760.48	12,011,127.53	18,126,888.01	18,126,888.01
Total Fund Balance/Net Assets	1,190,908.87	(500,797.48)	43,921.02	10,554,762.57	19,794,174.44	31,082,969.42	31,082,969.42
TOTAL LIABILITIES & FUND BALANCE/NET ASSETS	\$ 1,373,965.20	\$ (499,667.27)	\$ 44,264.09	\$ 16,501,667.68	\$ 40,451,383.81	\$ 57,871,613.51	\$ 57,871,613.51
Difference in Re-class from Cap Assets to Net Assets:							
Investment in General Capital Assets	\$ 3,147,357.23						
General Long-term Liabilities							
PG&E Streetlights Loan	-						
Meas. B Loan: Teen/Community Center	1,010,944.00						
OP&EB Liability	2,780,563.56	OP&EB Liability		2,831,350.93	2,843,203.52	8,455,118.01	8,455,118.01
CALPERS Pension Liability/Deferred Inflows-Outflows	593,397.33	CALPERS Pension Liability		521,240.01	580,283.81	1,694,921.15	1,694,921.15
Accrued Compensated Absences	61,436.81						
TOTAL GENERAL LONG-TERM LIABILITIES	\$ 4,446,341.70						

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

Department Summaries	July	% of Year 8.33% YTD	Approved YTD Budget	Over (Under) YTD Budget	Over (Under) YTD Budget %	Notes
Water						
Water Sales	387,340	387,340	326,479	60,861	18.64%	Budget is spread evenly across 12 months, but actuals vary by with seasonal usage
Other Revenues	10,826	10,826	43,358	(32,532)	-75.03%	Includes YTD Capacity Fees \$0. Contrib Construction \$0.
Total Operating Revenues	398,166	398,166	369,837	28,329	7.66%	
Salaries & Benefits	90,524	90,524	87,332	3,192	3.66%	
Water Purchased	96,231	96,231	93,795	2,436	2.60%	
Other Expenses	27,260	27,260	67,080	(39,820)	-59.36%	Budget is spread evenly across 12 months, but actuals vary by purchasing sched.
Depreciation	30,250	30,250	30,250	-	0.00%	
Total Operating Expenses	244,265	244,265	278,457	(34,192)	-12.28%	
Net Operating Income	153,901	153,901	91,380	(5,863)		
Interest Income	4,829	4,829	4,167	662	15.90%	Interest rates higher than anticipated.
Interest Expense	(4,554)	(4,554)	(4,594)	(40)	-0.86%	
Net Income (Loss)	154,176	154,176	90,953	63,223		
Wastewater						
Wastewater Service Charges	346,426	346,426	333,705	12,721	3.81%	
Other Revenues	23,368	23,368	180,109	(156,741)	-87.03%	Includes YTD Capacity Fees \$6,970. Contrib Construction \$0.
Total Operating Revenues	369,794	369,794	513,814	(144,020)	-28.03%	
Salaries & Benefits	109,707	109,707	92,342	17,365	18.80%	Budget spread evenly across 12 months, but payroll actuals vary by job assignment
Other Expenses	25,863	25,863	85,077	(59,214)	-69.60%	Budget is spread evenly across 12 months, but actuals vary by purchasing sched.
Depreciation	95,833	95,833	96,667	(834)	-0.86%	
Total Operating Expenses	231,403	231,403	274,086	(42,683)	-15.57%	
Net Operating Income	138,391	138,391	239,728	(101,337)		
Interest Income	8,396	8,396	6,250	2,146	34.33%	Interest rates higher than anticipated.
Interest Expense	(26,900)	(26,900)	(20,597)	6,303	30.60%	Budget is spread evenly across 12 months, but actuals vary by loan pmt schedule
Net Income (Loss)	119,887	119,887	225,381	(105,494)		
Enterprise Funds Net Income (Loss)	274,063	274,063	316,334	(42,271)		

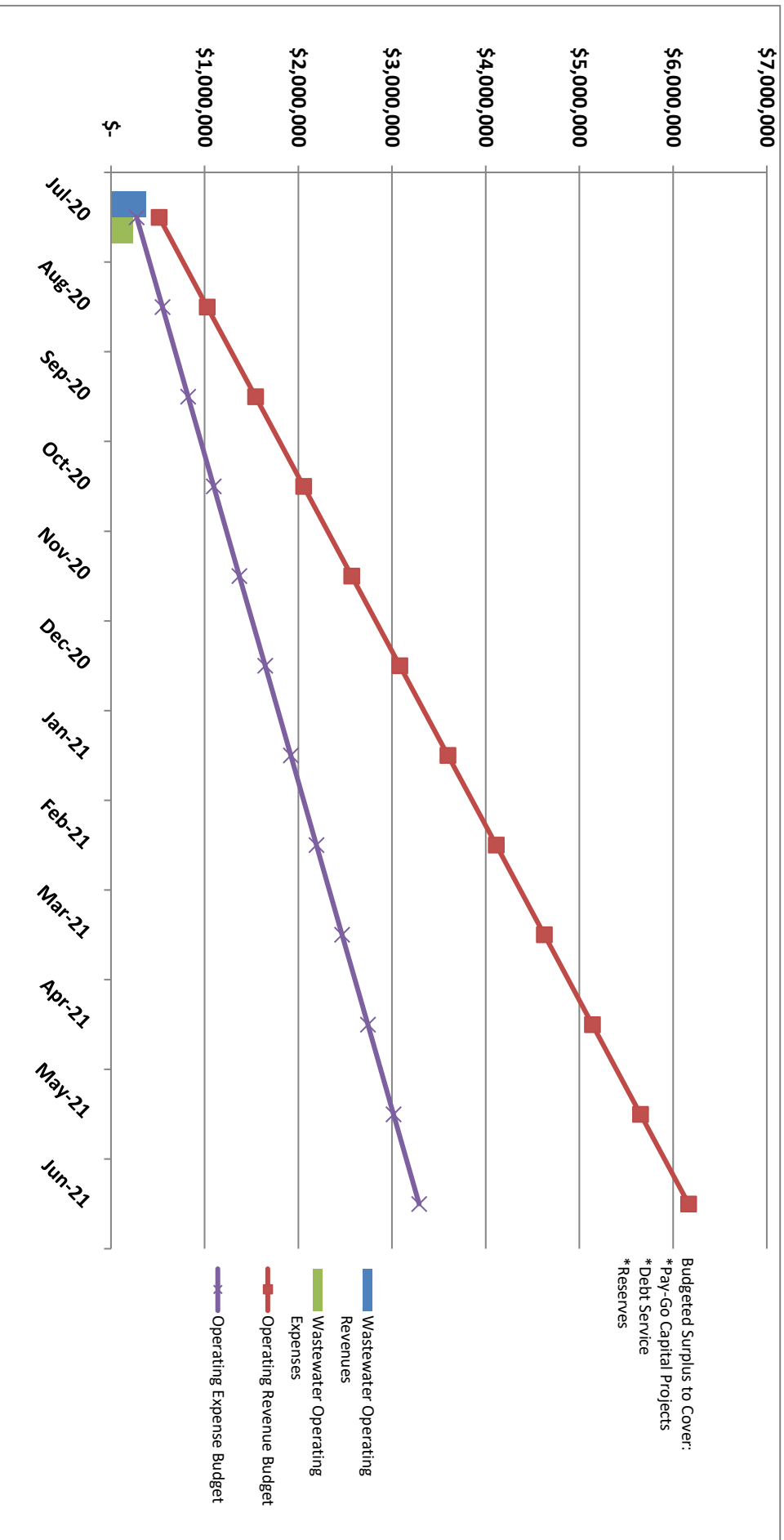
McKinleyville Community Services District July 2020

Comparison of Water Fund Operating Revenues & Expenses to Budget



McKinleyville Community Services District July 2020

Comparison of Wastewater Fund Operating Revenues & Expenses to Budget

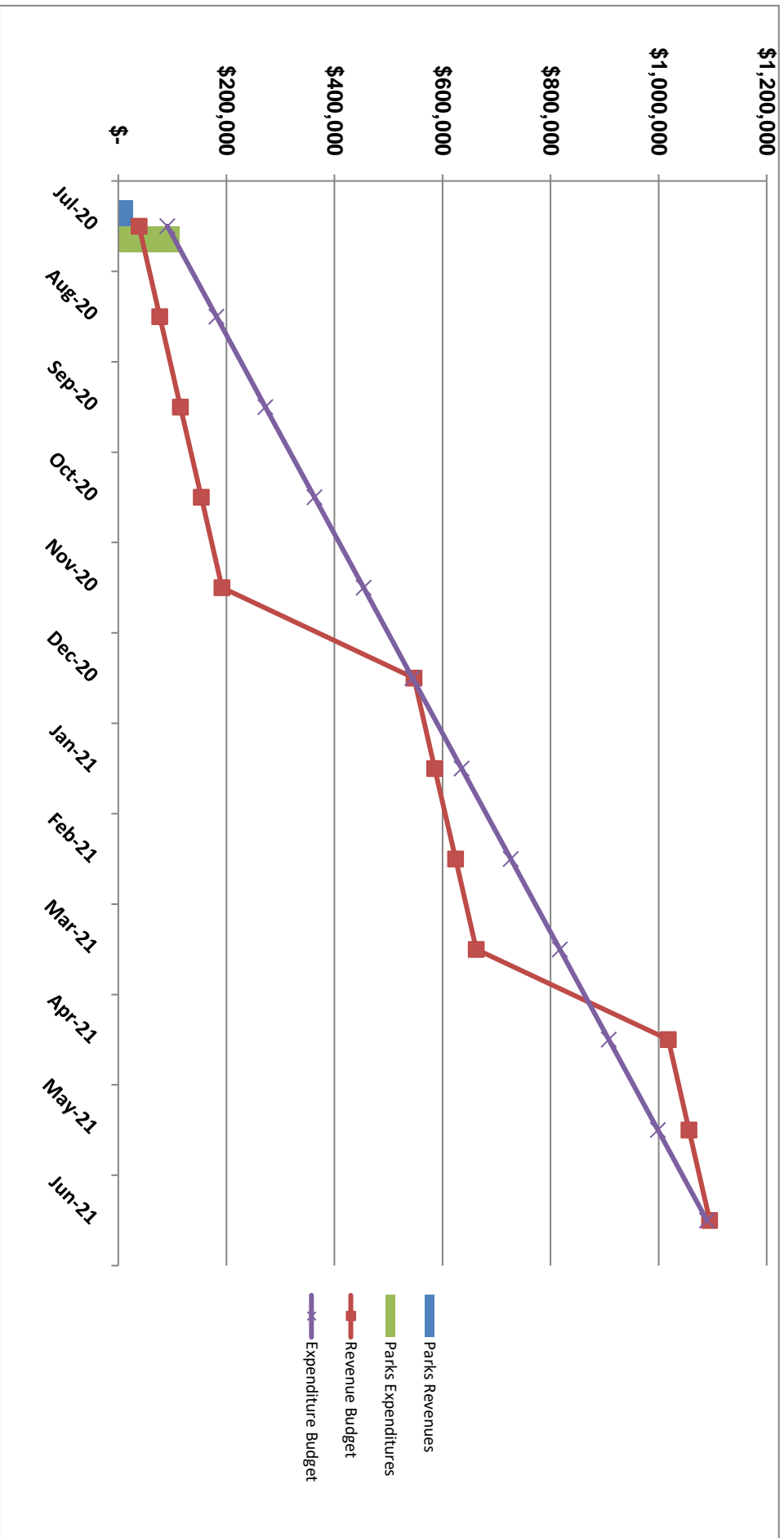


**McKinleyville Community Services District
Activity Summary by Fund, Approved Budget
July 2020**

Department Summaries	July	% of Year 8.33% YTD	Approved YTD Budget	Over (Under) YTD Budget	Over (Under) YTD Budget %	Notes
*Parks & Recreation						
Program Fees	10,691	10,691	17,187	(6,497)	-37.80%	Budget is spread evenly across 12 months, but actuals vary by project schedule
Rents & Related Fees	435	435	3,241	(2,806)	-86.58%	Budget is spread evenly across 12 months, but actuals vary by project schedule
Property Taxes	-	-	52,820	(52,820)	-100.00%	County Tax remittance: December, April, and June; per Auditor-Controller's office.
Other Revenues	12,990	12,990	14,221	(1,231)	-8.65%	
Interest Income	3,097	3,097	3,750	(653)	-17.42%	Interest rates higher than anticipated.
Total Revenues	27,213	27,213	91,219	(64,006)	-70.17%	
Salaries & Benefits	96,984	96,984	67,371	29,613	43.96%	Budget is spread evenly across 12 months, but actuals vary by job assignment
Other Expenditures	15,607	15,607	20,171	(4,564)	-22.63%	Budget is spread evenly across 12 months, but actuals vary by project schedule
Capital Expenditures	-	-	3,250	(3,250)	-100.00%	Budget is spread evenly across 12 months, but actuals vary by project schedule
Total Expenditures	112,591	112,591	90,792	21,799	24.01%	
Excess (Deficit)	(85,379)	(85,379)	427	(85,806)		
*Measure B Assessment						
Total Revenues	305	305	18,694	(18,389)	-98.37%	Interest & unrealized gains/losses; County Tax remittance December/April/June
Salaries & Benefits	9,301	9,301	5,868	3,433	58.50%	Budget spread evenly across 12 months, but actuals vary by job assignment
Other Expenditures	1,961	1,961	2,125	(164)	-7.73%	
Capital Expenditures/Loan Repayment	-	-	10,621	(10,621)	-100.00%	Budget is spread evenly across 12 months, but actuals vary by project schedule
Total Expenditures	11,261	11,261	18,614	(7,353)	-39.50%	
Excess (Deficit)	(10,956)	(10,956)	80	(11,036)		
*Street Lights						
Total Revenues	9,891	9,891	9,735	156	1.60%	
Salaries & Benefits	11,144	11,144	3,996	7,148	178.87%	Overage related to lump sum final payroll, not spread evenly over 12 months
Other Expenditures	3,924	3,924	3,406	518	15.20%	Budget is spread evenly across 12 months, but actuals vary by project schedule
Capital Expenditures/Loan Repayment	-	-	167	(167)	-100.00%	Budget is spread evenly across 12 months, but actuals vary by project schedule
Total Expenditures	15,067	15,067	7,569	7,498	99.06%	
Excess (Deficit)	(5,176)	(5,176)	2,166	7,342		
Governmental Funds Excess (Deficit)	(101,511)	(101,511)	2,673	(104,184)		

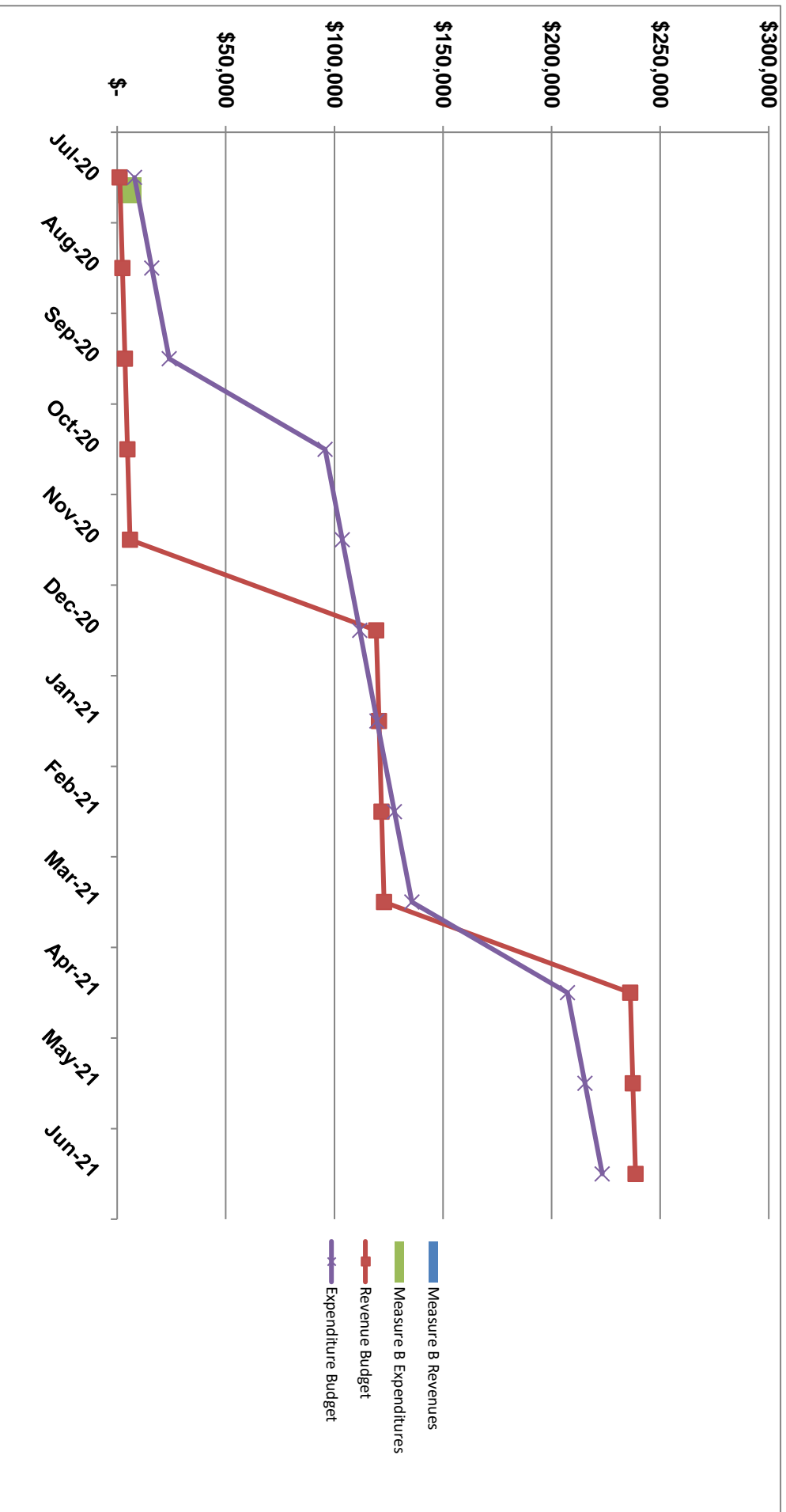
McKinleyville Community Services District July 2020

Comparison of Parks & Recreation Total Revenues & Expenditures to Budget



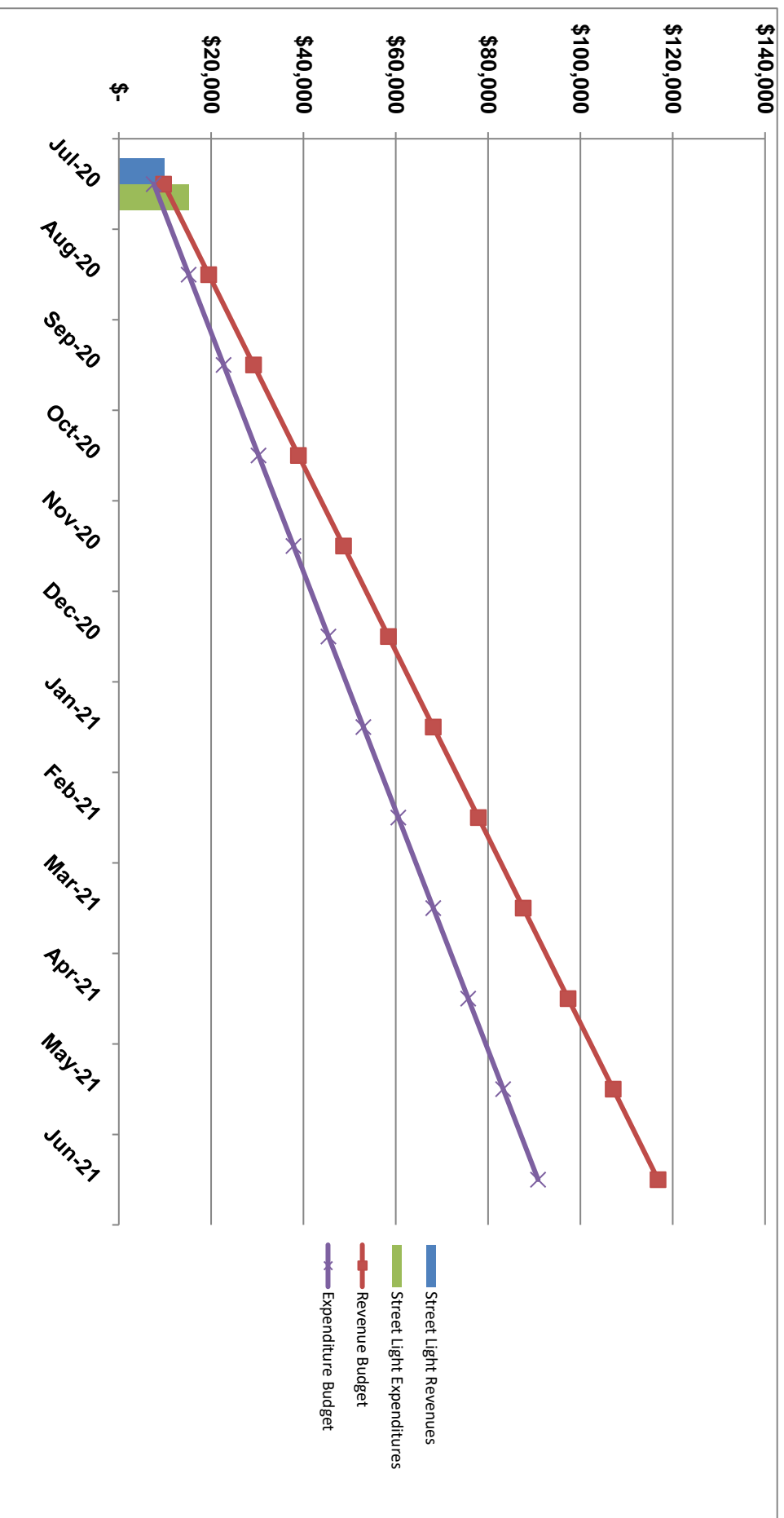
McKinleyville Community Services District July 2020

Comparison of Measure B Fund Total Revenues & Expenditures to Budget



McKinleyville Community Services District July 2020

Comparison of Street Light Fund Total Revenues & Expenditures to Budget



**McKinleyville Community Services District
Capital Expenditure Report
as of July 31, 2020**

	July	YTD Total	FY 20-21 Budget	Remaining		Notes
				Budget \$	Budget %	
Water Department						
Ramey Pump Upgrades	-	-	-	-	#DIV/0!	
Water Tank Painting	-	-	500,000	500,000	100%	Water Tank Painting & Cathodic
Alternative Energy Master Plan	-	-	50,000	50,000	100%	Alternative energy master plan
4.5m New Water Tank	-	-	178,000	178,000	100%	Drilling, LACO Assoc.
Production Meter Replacements	-	-	-	-	#DIV/0!	Production Meter Replacement
N.BankBoosterStation VFD#2 replacement	-	-	25,000	25,000	100%	Emergency Water Supply
Emergency Generator-Cochran	-	-	25,000	25,000	100%	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
Customer Radio Meter Testing	-	-	10,000	10,000	100%	Customer Radio meter testing
Water Tank Upgrade-Norton#2 Tree Svc	-	-	7,000	7,000	100%	Water Tank Upgrade-Norton Tree
Water Main Rehab & Replacement	1,366	1,366	900,000	898,634	100%	Water Main Rehab
Property Purchase- Tank Site	-	-	-	-	#DIV/0!	Property Purch/Imprv.Tank Site
Subtotal	1,366	1,366	1,722,000	1,720,634	100%	
Wastewater Department						
Sewer Main Rehab & Replacement	1,323	1,323	900,000	898,677	100%	Sewer Main Rehab
WWMF Sludge Disposal - next	-	-	240,000	240,000	100%	Sludge handling/disposal
WWMF Recirculation Valve Replacement	-	-	12,000	12,000	100%	Recirculation Valve replacemt
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 Upgrades-UndercrossingsProj	5,728	5,728	1,335,000	1,329,272	100%	Collection System upgrades
Sewer Lift Stn Upgrade-Hiller	-	-	538,000	538,000	100%	Sewer lift stn Upgrade-Hiller
Solar Project - CWSRF Grant/Loan	3,098	3,098	1,250,000	1,246,902	100%	WWMF Solar Project
WWMF Alt. Disinfection/ Feasibility Study	-	-	70,000	70,000	100%	Alt. Disinfection Feasibility Study
WWMF - next NPDES Permit	10,578	10,578	50,000	39,422	79%	NPDES Permit Project
Customer Radio Meter Testing	(500)	(500)	10,000	10,500	105%	Radio meters testing
Underground pipe locator & camera	-	-	5,000	5,000	100%	Underground pipe locator & came
Flow Totalizers	39,698	39,698	45,000	5,302	12%	Flow Totalizers
Sewer Lift Station Other Upgrades	181,321	181,321	-	(181,321)	#DIV/0!	SwrLiftStnUpgrade-Letz
Subtotal	241,246	241,246	4,515,000	4,273,754	95%	
Water & Wastewater Operations						
Heavy Equipment	-	-	150,000	150,000	100%	backhoe, emerg.generators, aircr
Utility Vehicles	-	-	38,000	38,000	100%	CCTV truck, 3/4 or 1-ton Pickup
Office, Corporate Yard & Shops	-	-	25,000	25,000	100%	Facilities upgrade/sealcoat
Computers & Software	-	-	18,000	18,000	100%	Server, PCs, GIS/SEMS/CADD
Fischer Ranch - Reclamation Site Upgrade (tr	3,031	3,031	200,000	196,969	98%	Match to 3rd party grant funding
Fischer Ranch - Barn & Fence upgrades, Und	-	-	55,000	55,000	100%	Underground valving/pipet
Pialorsi Ranch Survey	3,009	3,009	30,000	26,991	90%	Pialorsi Ranch Survey
Small Equipment & Other	-	-	40,000	40,000	100%	Misc,response, & GPS surveying
Subtotal	-	6,040	556,000	549,960	99%	
Enterprise Funds Total	248,652	248,652	6,793,000	6,544,348	96%	
Parks & Recreation Department						
Hiller Park & Sports Complex	-	-	-	-	#DIV/0!	Other Equipment & Signage
Pierson Park Upgrades	-	-	-	-	#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
Subtotal	-	-	76,000	76,000	100%	
Streetlights						
Pole Replacement	-	-	2,000	2,000	100%	Pole Replacement
Subtotal	-	-	2,000	2,000	100%	
Governmental Funds Total	-	-	78,000	78,000	100%	
All Funds Total	248,652	248,652	6,871,000	6,622,348	96%	

**McKinleyville Community Services District
Summary of Long-Term Debt Report
as of July 31, 2020**

**Principal Maturities and
Scheduled Interest**

	Maturity Date	%	Balance - June 30, Balance- July 31,		FY-21	Thereafter
			2020	2020		
Water Fund:						
I-Bank	8/1/30					
Interest		3.37%	625,086.83	577,202.62	-	577,202.69
					9,725.87	102,567.81
State of CA Energy Commission (ARRA)	12/22/26					
Interest		1.0%	78,165.68	78,165.68	11,698.27	66,467.20
					752.57	2,012.13
State of CA (Davis Grunsky)	1/1/33					
State of CA (Davis Grunsky) Deferred Interest	1/1/33					
Interest		2.5%	1,364,584.89	1,364,584.89	90,128.48	1,274,456.41
			221,451.21	221,451.21	17,035.12	204,416.09
Total Water Fund-Principal			2,289,288.61	2,241,404.40	118,861.87	2,122,542.39
Total Water Fund-Interest					44,593.06	321,040.66
Total Water Fund			2,289,288.61	2,241,404.40	163,454.93	2,443,583.05
Wastewater Fund:						
WWMF SRF Loan	7/31/47					
Interest		1.6%	14,869,555.02	14,444,435.82	-	14,905,430.41
					-	3,457,430.34
Chase Bank (Pialorsi Property)	3/8/35					
Interest		2.9%	1,508,500.00	1,508,500.00	83,700.00	1,424,800.00
			-	-	26,853.18	204,594.85
USDA (Sewer Bond)	8/1/22					
Interest		5.0%	225,000.00	225,000.00	80,000.00	145,000.00
					9,250.00	6,875.00
Total Wastewater Fund-Principal			16,603,055.02	16,177,935.82	163,700.00	16,475,230.41
Total Wastewater Fund-Interest					36,103.18	3,668,900.19
Total Sewer Fund			16,603,055.02	16,177,935.82	199,803.18	20,144,130.60
Meas. B Fund: Teen/Comm Center Loan						
	11/1/29					
Total Principal		3.55%	1,010,944.00	1,010,944.00	92,054.00	927,670.00
Total Interest					35,397.60	155,131.29
Total			19,903,287.63	19,430,284.22	374,615.87	19,525,442.80
					116,093.84	4,145,072.14
			19,903,287.63	19,430,284.22	490,709.71	23,670,514.94

Non-debt Long Term Liabilities, District-wide

OP&B Liability	8,455,118.01
CalPERS Pension Liability	1,694,921.15

8,455,118.01
1,694,921.15

**McKinleyville Community Services District
Cash Disbursement Report
For the Period July 1 through July 31, 2020**

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
37251	7/1/2020	\N002	CUSTOMER REFUND VN	500.00	C00701P	CUSTOMER REFUND VN
37252	7/7/2020	AMEF02	AMERESCO	33,250.00	1	MICROGRID PROJECT
37253	7/7/2020	BAL01	FLEX SPENDING REIMB DB	135.53	C00707	FLEX SPENDING REIMB DB
37254	7/7/2020	BUR01	MARY C. BURKE	125.00	C00707	BOARD MTG 6/3/2020
37255	7/7/2020	CHA06	CHARLESTON TREE SERVICE	2,100.00	4353	PROFESSIONAL SERVICES
37256	7/7/2020	COR01	CORBIN WILLITS SYSTEMS, INC	924.31	C00707	MOMS MONTHLY MAINTENANCE
37257	7/7/2020	COU02	HUMBOLDT COUNTY ASSESSOR	4.70	C00707	MEASURE B MAPS
37258	7/7/2020	HAR03	HARPER MOTORS CO.	37,828.83	C00707	PURCHASE OF F20W/ UTILITY TRUCK
37259	7/7/2020	HAR13	The Hartford - Priority A	529.52	C00707	GROUP LIFE INSURANCE
37260	7/7/2020	HUM01	HUMBOLDT BAY MUNICIPAL WATER DISTRICT	90,267.89	C00707	WTR PURCHASED
37261	7/7/2020	IBA01	US BANK-GLOBAL CORP TRUST	60,292.18	63046	IBANK LOAN PAYMENT
37262	7/7/2020	MADD03	MAD RIVER COMMUNITY HOSPI	145.00	239764	PROFESSIONAL SERVICES
			Check Total:	145.00	239867	PROFESSIONAL SERVICES
				<u>290.00</u>		
37263	7/7/2020	MAY02	DENNIS MAYO	125.00	C00707	BOARD MTG 6/3/2020
37264	7/7/2020	PGE11	PG&E	24.18	C00707	GAS & ELECTRIC SEWER PUMP
37265	7/7/2020	PGE12	PG&E	73.68	C00707	GAS & ELECTRIC HILLER SPORTS

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
37266	7/7/2020	RCS01	RC SYSTEMS, INC.	3,575.00	18506	RECPRO ANNUAL SOFTWARE SUBSCR
37267	7/7/2020	SEM01	SEMS TECHNOLOGIES LLC.	-	A-6433u	CK# 037267 Reversed
37268	7/7/2020	STEO1	SAFETY SUPPLIES REIMB BS	184.44	C00707	SAFETY SUPPLIES REIMB BS
37269	7/7/2020	SUD01	SUDDENLINK	194.23	C00707	TEEN CENTER INTERNET
37270	7/7/2020	UMP01	UMPQUA BANK	34.99	0620DS	OFFICE SUPPLIES
				59.76	0620LF	TRAINING/ REC PROGRAM SUP
				65.00	0620-CT	OFFICE SUPPLIES
				2,112.66	0620-JH	REPAIRS/ SUPPLIES/SMALL T
				361.97	0620BOARD	OFFICE SUPPLIES/ POSTAGE/
				360.20	0620PARKS	REC SUPPLIES-OFFICE SUPPL
				0.42	0620ROUND	ROUND UP TO NEXT DOLALR-C
			Check Total:	<u>2,995.00</u>		
37271	7/7/2020	USB01	U.S. BANK TRUST N.A.	6,089.84	C00707	SEWER BOND PAYMENT
37272	7/7/2020	VER01	VERIZON WIRELESS	67.84	C00707	CELL PHONES/ TABLET
37273	7/7/2020	\B011	MQ CUSTOMER REFUND FOR BE	11.56	000C00701	MQ CUSTOMER REFUND FOR BE
37274	7/7/2020	\B013	MQ CUSTOMER REFUND FOR BO	47.34	000C00701	MQ CUSTOMER REFUND FOR BO
37275	7/7/2020	\C003	MQ CUSTOMER REFUND FOR CO	36.94	000C00701	MQ CUSTOMER REFUND FOR CO
37276	7/7/2020	\D002	MQ CUSTOMER REFUND FOR DU	23.22	000C00701	MQ CUSTOMER REFUND FOR DU
37277	7/7/2020	\F010	MQ CUSTOMER REFUND FOR FR	26.37	000C00701	MQ CUSTOMER REFUND FOR FR
37278	7/7/2020	\G016	MQ CUSTOMER REFUND FOR GE	22.90	000C00701	MQ CUSTOMER REFUND FOR GE
37279	7/7/2020	\M022	MQ CUSTOMER REFUND FOR MA	87.18	000C00701	MQ CUSTOMER REFUND FOR MA
37280	7/7/2020	\M023	MQ CUSTOMER REFUND FOR MI	83.84	000C00701	MQ CUSTOMER REFUND FOR MI
37281	7/13/2020	3TE01	3T EQUIPMENT COMPANY INC.	73,457.85	69210	HEAVY EQUIPMENT PURCHASE
37282	7/13/2020	ACC04	ACCURATE DRUG TESTING SERVICE	90.00	462	PROFESSIONAL SERVICE-DOT

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
37283	7/13/2020	ACW01	CB&T/ACWA-PIA	7,142.42	C00709	GRP. HEALTH INS - RETIREES
37284	7/13/2020	ADV04	ADVANCED DISPLAY AND SIGN	83.13	516812	REPAIRS/SUPPLIES
37285	7/13/2020	ATT01	AT&T	2,748.22	C00713	PHONE/INTERNET SERVICES
37286	7/13/2020	ATT05	AT&T	190.64	C00713	TELEPHONE TEEN/FAM CTR
37287	7/13/2020	ATT06	AT&T	243.11	C00713	TELEPHONE AZALEA HALL
37288	7/13/2020	BAD01	BADGER METER, Inc.	353.88	80056001	BEACON MOBILE HOSTING
37289	7/13/2020	BET01	BETH WONSON & COMPANY	641.66	204	PROFESSIONAL SERVICES
37290	7/13/2020	EUR06	EUREKA READY MIX	525.82	62449	REPAIRS/SUPPLY
37291	7/13/2020	FED01	FedEx Office	52.96	C00713	LAB SHIPMENT
37292	7/13/2020	FED02	FEDAK & BROWN LLP	1,010.00	C00707	ACCT. / AUDIT
37293	7/13/2020	GHD01	GHD	21,277.75	144810	WATER/SEWER MASTER PLAN
				6,176.75	144826	HILLER SEWER LIFT STATION
				7,686.50	145158	WASTEWATER MICROGRID PROJ
			Check Total:	<u>35,141.00</u>		
37294	7/13/2020	HAR03	HARPER MOTORS CO.	1,164.02	C00709	VEHICLE REPAIRS
37295	7/13/2020	HUM08	HUMBOLDT SANITATION	2,054.75	C00707	TRASH SERVICE
37296	7/13/2020	INF02	INFOSEND	2,851.31	174266	PRINTING/MAILING OF UTILITY BILLS
37297	7/13/2020	INF03	INFINITE CONSULTING SERVICE	450.00	8513	PROFESSIONAL SERVICES-AER
				2,250.00	8520	PROFESSIONAL SERVICES
				3,165.90	8534	SUBSCRIPTION-NITRO
			Check Total:	<u>5,865.90</u>		
37298	7/13/2020	KEN02	KENNEDY/JENKS CONSULTANTS	27,037.17	139891	4.5MG WATER TANK PROJ
37299	7/13/2020	MCK04	MCK ACE HARDWARE	210.53	C00707	REPAIRS/SUPPLY
37300	7/13/2020	MIL01	Miller Farms Nursery	237.50	C00707	REPAIRS/SUPPLY

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
37301	7/13/2020	MOO001	MOONSTONE ASSOCIATES, INC	1,000.00	148	WWMF ENGINEERING STUDY
37302	7/13/2020	NOR01	NORTH COAST LABORATORIES	4,210.00	C00908	LAB TESTING
37303	7/13/2020	NOR03	NO. COAST VETERINARY HOSPITAL	140.00	77935	PROFESSIONAL SERVICES
37304	7/13/2020	ORE01	O'REILLY AUTOMOTIVE, INC.	121.14	C00708	REPAIRS/SUPPLY
37305	7/13/2020	PAP01	PAPE MACHINERY	363.08	202256	VEHICLE REPAIRS
37306	7/13/2020	PGE01	PG & E (Office & Field)	27,539.43	C00713	GAS & ELECTRIC
37307	7/13/2020	PRE08	PINTERMEDIA LLC	23.75	19-5898	PROFESSIONAL SERVICES
37308	7/13/2020	SLO01	FLEX SPENDING REIMB DS	397.05	C00713	FLEX SPENDING REIMB DS
37309	7/13/2020	STA11	STAPLES CREDIT PLAN	441.38	C00713	OFFICE SUPPLIES
37310	7/13/2020	THO02	Thomas Home Center	661.54	C00707	REPAIRS/SUPPLY
37311	7/13/2020	TIM01	TIMES-STANDARD	285.00	1257431	ADVERTISEMENT
37312	7/13/2020	TRE04	TRENDZITIONS	2,468.75	8454	FACILITY UPGRADES
37313	7/13/2020	VAL01	VALLEY PACIFIC PETROLEUM	737.44	C00707	GAS/OIL/LUBE
37314	7/13/2020	VAL02	VALLEY PACIFIC	2,133.73	C00707	GAS/OIL/LUBE
37315	7/13/2020	WAH02	WAHLUND CONSTRUCTION INC.	900.00	342001	PROFESSIONAL SERVICES
37316	7/20/2020	*0001	PARKS RENTAL REFUND HG	108.00	C00720	PARKS RENTAL REFUND HG
37317	7/20/2020	ASB01	ASBURY ENVIRONMENTAL SERVICE	160.00	579882	USED OIL/ MIXED OIL
37318	7/20/2020	ATT02	AT&T	1,110.50	C00720	TELEPHONE ADMIN./GENERAL
37319	7/20/2020	ATT04	AT&T	912.54	C00720	SWITCHED ETHERNET SERVICE
37320	7/20/2020	BOR01	BORGES & MAHONEY CO.	374.28	142029	REPAIRS/ SUPPLIES

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
37321	7/20/2020	JACO4	JACKSON & EKLUND, INC.	783.00	431330	ACCT. / AUDIT
37322	7/20/2020	KEN03	KEN'S AUTO PARTS	196.15	C00707	REPAIRS/SUPPLIES
37323	7/20/2020	KER01	KERNEN CONSTRUCTION	416.00	13609	REPAIRS/SUPPLIES
37324	7/20/2020	MCK11	MCKINLEVILLE SENIOR CENTER	21.40	C00720	PARKS DEPT SHARE OF INTERNET
37325	7/20/2020	MEN01	MENDES SUPPLY CO.	1,670.58	C00709	REPAIRS/SUPPLY
37326	7/20/2020	MIT01	MITCHELL LAW FIRM	6,869.90	45832	LEGAL SERVICES
				7,378.40	45520	LEGAL SERVICES
			Check Total:	<u>14,248.30</u>		
37327	7/20/2020	MUN02	MUNICIPAL MAINTENANCE	569.51	150422	CONSTRUCTION EQUIPMENT RENTAL
37328	7/20/2020	NOR13	NORTHERN CALIFORNIA SAFETY CONSORTIUM	120.00	26589	SAFETY TRAINING
37329	7/20/2020	PGE10	PG&E STREETLIGHTS	3.53	C00720	GAS & ELECTRIC S.L.- ZONE
37330	7/20/2020	PIT01	PITNEY BOWES	393.00	310406696	OFFC EQUIP LEASE
37331	7/20/2020	SEC03	SECURITY LOCK & ALARM	825.79	4914	PROFESSIONAL SERVICES-HIL
37332	7/20/2020	THA01	THATCHER COMPANY, INC.	1,696.28	C00709	REPAIRS/SUPPLY TREATMENT
37333	7/20/2020	THR01	THIRIFTY SUPPLY COMPANY	3,054.29	C00707	REPAIRS/SUPPLIES
37334	7/27/2020	COU02	HUMBOLDT COUNTY ASSESSOR	345.00	C00720	MCSO PARCEL LIST
37335	7/27/2020	PGE05	PG&E-STREETLIGHTS	371.78	C00727	GAS & ELECTRIC S.L.- ZONE
37336	7/27/2020	PGE06	PG&E-STREETLIGHTS	17.08	C00727	GAS & ELECTRIC S.L.- ZONE
37337	7/27/2020	PGE07	PG&E STREETLIGHTS	1,060.30	C00727	GAS & ELECTRIC
37338	7/27/2020	PGE08	PG&E-STREETLIGHTS	16.32	C00727	GAS & ELECTRIC S.L.- ZONE
37339	7/27/2020	PGE09	PG&E-STREETLIGHTS	82.68	C00727	GAS & ELECTRIC S.L.- ZONE
37340	7/27/2020	PGE14	PACIFIC GAS & ELECTRIC CO	5.06	C00727	GAS/ELECTRIC ANDERSON AVE

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
37341	7/27/2020	SEM01	SEMS TECHNOLOGIES LLC.	5,850.00	C00727	REISSUE OF CHECK-SUBSCRIP
37342	7/27/2020	TRE05	REIMB - DMV FEES CLASS B	82.00	C00727	REIMB - DMV FEES CLASS B
37343	7/28/2020	\H003	CUSTOMER REFUND GH	7,064.64	C00728P	CUSTOMER REFUND GH
D00049	7/7/2020	BAR02	SHEL BARSANTI	125.00	C00707	BOARD MTG 6/3/2020
		COR07	JOHN CORBETT	125.00	C00707	BOARD MTG 6/3/2020
		COU09	DAVID COUCH	125.00	C00707	BOARD MTG 6/3/2020
			Check Total:	375.00		
				484,373.69		
			Total Disbursements, Account Payable:	484,373.69		

Payroll Related Disbursements

16959-16965	7/9/2020		Various Employees	9,827.24		Payroll Checks
16966	7/9/2020	CAL12	CALPERS 457 Plan	6,818.25	C00709	RETIREMENT
			Check Total:	719.04	1C00709	PERS 457 LOAN PMT
				7,537.29		
16967	7/9/2020	DIR01	DIRECT DEPOSIT VENDOR- US	41,600.50	C00709	Direct Deposit
16968	7/9/2020	EMP01	Employment Development	2,074.25	C00709	STATE INCOME TAX
			Check Total:	728.28	1C00709	SDI
				2,802.53		
16969	7/9/2020	EMP02	Employment Dev Department	552.88	C00630	SUI
16970	7/9/2020	HEA01	HEALTHEQUITY, ATTN: CLINT	175.00	C00709	HSA
16971	7/9/2020	HUM29	UMPQUA BANK--PAYROLL DEP.	6,411.47	C00709	FEDERAL INCOME TAX
			Check Total:	9,034.58	1C00709	FICA
				2,112.88	2C00709	MEDICARE
				17,558.93		
16972	7/9/2020	ACW01	CB&T/ACWA-JPIA	61,297.33	C00630	MED-DENTAL-EAP INSUR

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
16973	7/9/2020	PUB01	Public Employees PERS	20,996.94	C00630	PERS PAYROLL REMITTANCE
16974-16977	7/17/2020		Final Payroll	108,338.10		Final paycheck, vacation/ sick leave
16978	7/20/2020		Various Employees	4,407.95		Vacation Buyouts
16979-16986	7/23/2020		Various Employees	9,360.56		Payroll Checks
16987	7/23/2020	CALL12	CalPERS 457 Plan	1,255.49	C00715	RETIREMENT
				1,047.17	C00716	RETIREMENT
				6,789.61	C00723	RETIREMENT
				8,718.78	1C00716	RETIREMENT
				719.04	1C00723	PERS 457 LOAN PMT
			Check Total:	<u>18,530.09</u>		
16988	7/23/2020	DIR01	DIRECT DEPOSIT VENDOR- US	39,451.18	C00723	Direct Deposit
16989	7/23/2020	EMP01	Employment Development	540.04	C00715	STATE INCOME TAX
				-	C00716	STATE INCOME TAX
				-	C00720	STATE INCOME TAX
				1,816.97	C00723	STATE INCOME TAX
				81.82	1C00715	SDI
				11.79	1C00716	SDI
				47.73	1C00720	SDI
				693.92	1C00723	SDI
				310.00	2C00715	STATE INCOME TAX
				9,683.01	2C00716	STATE INCOME TAX
				63.87	3C00715	SDI
				313.70	3C00716	SDI
			Check Total:	<u>13,562.85</u>		
16990	7/23/2020	HEA01	HEALTH/EQUITY, ATTN: CLINT	175.00	C00723	HSA
16991	7/23/2020	HUM29	UMPQUA BANK--PAYROLL DEP.	1,800.13	C00715	FEDERAL INCOME TAX
				-	C00716	FEDERAL INCOME TAX
				-	C00720	FEDERAL INCOME TAX
				5,897.21	C00723	FEDERAL INCOME TAX
				1,014.62	1C00715	FICA
				146.22	1C00716	FICA
				591.86	1C00720	FICA

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
16991	7/23/2020	HUM29	UMPQUA BANK--PAYROLL DEP.	8,603.86	1C00723	FICA
				237.28	2C00715	MEDICARE
				34.20	2C00716	MEDICARE
				138.42	2C00720	MEDICARE
				2,012.20	2C00723	MEDICARE
				766.00	3C00715	FEDERAL INCOME TAX
				32,276.71	3C00716	FEDERAL INCOME TAX
				792.04	4C00715	FICA
				5,724.00	4C00716	FICA
				185.24	5C00715	MEDICARE
				4,930.23	5C00716	MEDICARE
Check Total:				65,150.22		
16992-16993	7/23/2020		Various Employees	2,653.21		Vacation Buyouts
16994	7/23/2020		Various Employees	147.40		Vacation Buyouts
Wire Transfer			CalPERS	142,277.00		Annual UAL Pmt, Classic & PEPPRA
Total Disbursements, Payroll:				566,402.20		
Total Check/Wire Disbursements:				1,050,775.89		

McKinleyville Community Services District

BOARD OF DIRECTORS

September 2, 2020

TYPE OF ITEM: **INFORMATIONAL**

ITEM: D.4 **Letter of Support for Humboldt Bay Municipal Water District's Application for a US Economic Development Administration Industrial System Rehabilitation Project Grant**

PRESENTED BY: **Pat Kaspari, General Manager**

TYPE OF ACTION: **Receive and File**

Recommendation:

Staff recommends that the Board review provided material and receive and file the letter of support to Humboldt Bay Municipal Water District (HBMWD).

Discussion:

The Humboldt Bay Municipal Water District (HBMWD) is preparing a grant application to the US Department of Commerce - Economic Development Administration for the rehabilitation of their Industrial Water System surface diversion pumping station on the Mad River at the Essex facility. MCSD received a request (**Attachment 1**) from HBMWD asking for a letter of support for HBMWD's grant submission. Since the grant application was due early September, General Manager Kaspari prepared and sent this support letter on August 12, 2020 (**Attachment 2**).

Alternatives:

Staff analysis consists of the following potential alternative

- n/a

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Request for Support Letter from HBMWD
- Attachment 2 – Copy MCSD letter of Support



HUMBOLDT BAY MUNICIPAL WATER DISTRICT

828 SEVENTH STREET, PO Box 95 • EUREKA, CALIFORNIA 95502-0095

OFFICE 707-443-5018 ESSEX 707-822-2918

FAX 707-443-5731 707-822-8245

EMAIL OFFICE@HBMWD.COM

Website: www.hbmwd.com

BOARD OF DIRECTORS

SHERI WOO, PRESIDENT

NEAL LATT, VICE-PRESIDENT

J. BRUCE RUPP, SECRETARY-TREASURER

MICHELLE FULLER, DIRECTOR

DAVID LINDBERG, DIRECTOR

GENERAL MANAGER

JOHN FRIEDENBACH

July 30, 2020

RECEIVED

JUL 31 2020

McK. C.S.D.

Pat Kaspari
McKinleyville CSD
1656 Sutter Road
McKinleyville, CA 95519

**RE: Humboldt Bay Municipal Water District
US Economic Development Administration
Industrial Water System Rehabilitation
Grant Application Support Letter Request**

Dear Pat Kaspari,

The Humboldt Bay Municipal Water District is preparing a grant application to the US Department of Commerce Economic Development Administration to rehabilitate our Industrial Water System surface diversion pumping station on the Mad River at our Essex facility. The amount of the grant application will be \$3,500,000.

We respectfully request that your organization consider writing a letter of support for our grant application. I am enclosing a sample letter that you are encouraged to customize to suit your mission and goals as they relate to encouragement or support of economic development in Humboldt County. The District believes that efforts to use our industrial water system to promote science based aquaculture on the Samoa Peninsula is worthy of your support.

Kindly address your letter to us and reference our grant project as shown on the attached sample letter.

If you have any questions, or need any additional information, please do not hesitate to contact me. Thank you for considering our request.

Respectfully,


John Friedenbach
General Manager

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

Humboldt Bay Municipal Water District
PO Box 95
Eureka, CA 95502-0095

**RE: Your US Economic Development Administration
Industrial System Rehabilitation Project
Grant Application Support**

Dear HBMWD,

McKinleyville Community Services District (MCSD) would like to add our support to your application to the US Economic Development Administration's grant application to rehabilitate your industrial water system (IWS). The use of your IWS to provide raw water to industries in Humboldt County located on the Samoa Peninsula will benefit our local economy in many ways.

The mission of MCSD is to provide McKinleyville with safe and reliable water, wastewater, lighting, open space, parks and recreation and library services in an environmentally and fiscally responsible manner, which is why we support your EDA grant to rehabilitate your IWS. Providing raw industrial water to environmentally conscious businesses on the Samoa Peninsula aligns with our goals.

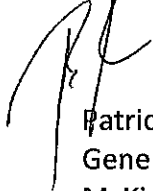
The current Nordic Aquafarms project will produce approximately 200 construction jobs for 3 to 5 years with a capital investment exceeding \$400 million. Their project will also create and sustain approximately 150 operational jobs, many of which will be science professionals. In addition, the aquafarm operations will create and sustain ancillary jobs for fish feed and fish waste processing as well as improving the local trucking and packaging industries.

New wage growth has a tripling economic multiplier effect on the local economy affecting retail, grocery, housing, etc.

It is anticipated that Nordic Aquafarms will act as a catalyst to attract and expand aqua culture around Humboldt Bay and thereby contribute a larger multiplier affect than that which would be experienced by a single business entity. Other similar businesses have already begun to

investigate the feasibility of locating on the Samoa Peninsula. All of these water dependent businesses require reliable industrial water supplied by the Humboldt Bay Municipal Water District. That is why we support your application to the EDA for funding for your project.

Respectfully,

A handwritten signature in black ink, appearing to read 'PK', is written over the typed name.

Patrick Kaspari, PE
General Manager
McKinleyville Community Services District

McKinleyville Community Services District

BOARD OF DIRECTORS

September 2, 2020

TYPE OF ITEM: **CONSENT**

ITEM: D.5 **Approval of Proposal to Conduct a Capacity Fee Study from Willdan Financial Services**

PRESENTED BY: **Pat Kaspari, General Manager**

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends that the Board review the proposal received from Willdan Financial Services (Attachment 1), and authorize the General Manager to execute an agreement with Willdan Financial Services at the proposed cost of \$11,7800 with a 10% contingency for a total cost of \$12,958.

Discussion:

The McKinleyville Community Services District's last Capacity Fee study was finalized in 2016. The last Capacity Fee rate increase occurred in July 2016. In order to consider future Capacity Fee Rate increases, a new study and 218 process needs to be completed every five years or by July 2021. The Capacity Fee Study is the first step in this process. The proposal from Willdan Financial Services outlines the scope of services and the fees associated with this work in order to conduct a study and update the Capacity Fees for MCSD.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

The cost for this study is outlined on page 12 of the proposal (Attachment 1) and is based on the work plan, which consists of 5 tasks:

- Data Collection and Review
- Kickoff and Planning Discussion
- Capacity Fee Study
- Reports and Deliverables
- Meetings and Presentations

The total cost is estimated at 78 hours of work totally \$11,780.

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Proposal for Capacity Fee Study from Willdan Financial Services



August 11, 2020

Mr. Patrick Kaspari, P.E.
General Manager
McKinleyville Community Services District
1656 Sutter Road
McKinleyville, California 95519

Re: Proposal to Conduct a Capacity Fee Study for the McKinleyville Community Services District

Dear Patrick:

Per your request, the following outlines Willdan Financial Services' ("Willdan") proposed scope of services and fee to conduct a study to develop updated Capacity Fees for McKinleyville Community Services District ("District").

Willdan's interactive approach will result in a customized Excel financial model that the District will retain. We will employ our proven interactive approach, supported with advanced financial modeling techniques, to develop a sophisticated and flexible financial model to help us guide the District through operating and financial scenarios, while evaluating the impact of policy assumptions, and performing sensitivity analysis on utility rate and financial strategies.

Our ability to focus on the financial aspects of operating publicly-owned utility systems is coupled with recognized leadership in strategic planning and operations and enables us to bring unmatched value to our clients. Our team brings a set of nationally-recognized qualifications and experts that sets us apart.

We look forward to continuing our relationship with McKinleyville Community Services District.

Contact Information
Project Manager
Chris Fisher
Vice President – Group Manager
27368 Via Industria, Suite 200
Temecula, CA 92590
Tel#: (951) 587-3500 Fax #: (951) 587-3510
Email: CFisher@Willdan.com

Sincerely,

WILLDAN FINANCIAL SERVICES

Chris Fisher
Vice President – Group Manager
Financial Consulting Services

Scope of Services

Project Understanding

McKinleyville Community Services District (District) seeks consulting services for the preparation of a Capacity Fee Study. The purpose of this engagement is to evaluate existing capacity fees for water and sewer, and their capacity to address short and long-term capital needs and policy objectives.

We will review the District's recently completed Financial Master Plan, Capital Improvement Plan, along with other appropriate planning data or documents, to make determinations as to the infrastructure and facilities that will be necessary to serve new development. We will also review available development/population projections and District policy assumptions. This information will be used to develop a nexus analysis between proposed and anticipated new development, and necessary new facilities. Finally, the preceding data and analysis will be used to recommend updated capacity fees that equitably charge new development its fair share of the cost of the new facilities and/or infrastructure necessary to serve it. Fees will be developed and documented in compliance with the Mitigation Fee Act (Government Code 66000 et seq.).

Project Methodology

Willdan's methodology for calculating capacity fees is simple and flexible. Simplicity is important so that the development community and the public can understand the justification for the fee program. At the same time, we use our expertise to reasonably ensure that the program is technically defensible.

Flexibility is important so we can tailor our approach to the available data, and the District's policy objectives. Our understanding of the technical standards established by statutes and case law suggests that a range of approaches are technically defensible. Consequently, we can address policy objectives related to the fee program, such as economic development and affordable housing. Flexibility also enables us to avoid excessive engineering costs associated with detailed facility planning. We calculate the maximum justifiable impact fee and provide flexibility for the agency to adopt fees up to that amount.

Capacity fees are calculated to fund the cost of facilities required to accommodate growth. The four steps followed in an impact fee study include:

- **Estimate existing development and future growth:** Identify a base year for existing development and a growth forecast that reflects increased demand for public facilities;
- **Identify facility standards:** Determine the facility standards used to plan for new and expanded facilities;
- **Determine facilities required to serve new development and their costs:** Estimate the total amount and cost of planned facilities, and identify the share required to accommodate new development; and
- **Calculate fee schedule:** Allocate facilities costs per unit of new development to calculate the public facilities fee schedule.

We believe this clarity of the scope prior to commencement of the project is the basis for good communication with the District. We will provide the District with frequent updates on the status of completion of individual tasks, and on all questions and resolutions that arise throughout the project. We will offer our immediate availability to the District for questions and new project developments.

Approach to the Project

As described herein, and detailed in our work plan, our approach to this study is ***built around three primary objectives:***

- ***Working collaboratively with the District to develop the comprehensive financial plan and capacity fee model for the District;***
- ***Using the model to develop and evaluate capacity fee and capital funding scenarios; and***
- ***Arriving at a final plan and set of recommended fees that have a clear and transparent rationale and basis.***

We propose to conduct this process in a way in which staff and stakeholders gain understanding throughout the process of how the plan is developed, and how policy and financial decisions affect it, and so that we can clearly communicate the process and results to the Board of Directors, and the community. This communication part of the process is critical in gaining acceptance and understanding of the broader community.

Capacity Fee Study Work Plan

The following proposed work plan is intended to capture the goals and objectives of the District.

Willdan's work plan will culminate in the successful development of capacity fees for five years, a five-year financial plan, and the education of staff and key stakeholders.

Task 1 – Data Collection and Review

Task 1.1 – Data Collection. The District will be provided with an initial list of basic data needed to conduct the study. The data request may include, but will not be limited to:

- Current capacity fee schedules;
- Documents related to existing debt and information related to planned or projected debt;
- Development and/or population growth projections;
- Capital improvement plans; and
- Information related to current and/or anticipated facility standards.

Activities

- Prepare and transmit data and information request;
- Follow-up by phone and/or e-mail to resolve questions;
- Document the nature, form and quality of the data and information received; and
- Based on documentary information, initialize financial analysis.

Deliverables

- Technical memorandum documenting the data and information received, with comments regarding outstanding issues and questions.

Task 1.2 – Data Review. We propose to conduct initial data collection and review prior to the Kickoff to allow for a more meaningful discussion during the meeting. This will allow for our review of data in advance of the meeting so that we can request clarifications or follow-up information as necessary. However, if the District's preference is to conduct the kickoff prior to collecting data, we will accommodate that request. The data will be reviewed for completeness and to ensure a sufficient understanding of historical utility operations. The data collection and review process will be ongoing throughout the process as the need for additional information arises.

Task 2 – Kickoff and Planning Discussion

Task 2.1 – Project Kickoff. Following initial data collection and review, Willdan will conduct a kick-off call or web meeting with District Staff. During this meeting we will discuss goals and objectives of the study, the schedule, constraints or challenges that may be encountered, stakeholder considerations and objectives, and political concerns. Discussions may center around the following:

- Review of the existing capacity fee structure and areas where the existing fees have been successful and/or specific areas of concern;
- Review of recent financial performance for the utilities;
- Discussion of anticipated significant events (i.e. loss or gain of any major customers);
- Components to incorporate into the updated analysis; such as, data from the Master Plan, Capital Improvement Plan documents, documentation related to existing or anticipated debt;
- Strategy and level of effort for outreach and education;
- Conduct a detailed review of the data used in the baseline financial forecast; and
- Review and resolve (or develop a plan for resolving) data issues and questions.

For further efficiency and collaboration, the kick-off meeting will include a financial policy discussion. This will serve to address and document the District's financial policies for the utilities to be studied.

Task 3 – Capacity Fee Study

Development of Land Use Assumptions

Task 3.1 Land Use Assumptions. Land use assumptions (LUA) and District growth projections will need to either be developed by the District using information provided by the 2010 census, county association, or a combination of historical information through the District's building records. This information should include a ten-year projection of residential, multi-family and non-residential land use types included in the District's General Plan. The projections will include:

1. Single family by year with specific consideration to:
 - a. Land use forecast will be provided by special planning area (SPA) or any sub regions that has been designated by the District.
 - b. Compare and identify any differences between land use assumptions and the General Plan for the projection period.

Development of Capital Improvement Plan and Review Land Use Assumptions

Task 3.2 – Develop Capital Improvement Plan (CIP). Below are the activities associated with the development of the CIP incorporating the results of the above related task.

1. Upon completion of the population projections and the land use analysis, we will:
 - a. Discuss potential service area designations determined by District staff to be served by current and new facilities based on land use assumptions.
 - b. Review capital projects for a ten-year period based on population projections and land use assumptions
2. Land use assumptions and District growth projections will be provided by the District and will be for the next ten years for residential, multi-family, and non-residential land use types included in the District's most recent General Plan. If available, the projections will include:
 - a. Single family housing units.
3. Once requested data is provided and evaluated in previous tasks, we will meet with District staff to discuss future projects that are proposed to be funded by capacity fees; we will discuss the following:
 - a. Guidance within California State Statutes affecting facilities eligible for capacity fee recovery.
 - b. Existing service level information provided in previous tasks.
 - c. Existing capacity for sewer projects developed by the District.

Based on the review of key data, discussion with District staff and subsequent evaluations the Willdan Team will recommend the development impact fee methodology and approach as the basis for calculations.

Calculation of Capacity Fees

Task 3.3 – Calculate Capacity Fees. To calculate the capacity fees for the District, we will:

1. Review the current capacity of the systems (for example gallons per capita per).
2. Identify offsets for growth-related revenue to be used toward available capacity will be taken into consideration for the calculations for the study period.
3. Develop fees by services area based on level of service standards per housing as determined in the above task.

Once preliminary fee calculations are complete, we will review the results with District staff to apply modifications to the underlying analysis and prepare recommended fee schedules.

Task 4 – Reports and Deliverables

Task 4.1 – Preliminary Draft Report. A draft report will be developed to address the study findings and the proposed recommendations. Contents will also include assumptions relied upon for the projection of customers and usage characteristics, revenue requirements, revenues, operating results, the cost recovery profile for each class, the results of the fully allocated cost of service analyses and any proposed adjustments to the utility rates. Upon completion, an electronic PDF copy of the draft report will be provided to staff for review. The report and presentations will also include a comparison of current and proposed rates with five (5) other public agencies.

Task 4.2 – Final Report. Based on comments received from staff and other participants during the presentation of the Preliminary Draft Report, the Final Report will be revised to incorporate the agreed upon changes. Upon completion, an electronic PDF copy and ten (10) copies of the Final Rate Study Report, as well as the Dashboard Model spreadsheet will be provided to the District.

Task 5 – Meetings and Presentations

Task 5.1 – Project Kick-Off. As detailed in Task 2, a kick-off conference call or web meeting will be scheduled with District staff at the start of the project to discuss project requirements, finalize project scheduling/milestones and reporting requirements, and receive overall project direction. This meeting will provide the opportunity to review current water and sewer rates, fees, charges, issues and deficiencies with staff.

Task 5.2 – Project Progress Web Conferences. During the project, and prior to meetings with the Board of Directors, team web conferences will be scheduled to present the progression of the analysis to staff in order to obtain input and feedback associated with any rate adjustments that may be presented. These web-meetings will assist in the completion of rate design for the utility system and guide the development of the draft report.

Task 5.3 – Draft Financial Plan Meeting. The results of the Preliminary Financial Plan and Revenue Requirements will be presented to Staff for comments, feedback and direction.

Task 5.4 – Final Report Meetings/Public Hearing. The draft report will be reviewed with District Staff in a workshop setting to discuss findings and recommendations, gather feedback and address questions.

The results of the Final Report will be presented to the Board of Directors during one (1) public meeting. Depending on the public health guidelines in place due to Covid-19, this meeting may be attended remotely. Willdan's Project Manager will be present, either in person or remotely through web conference, to address questions or concerns raised during the Board meeting. Additional meetings can be added for \$1,450 per meeting as shown in the cost estimate.

District Staff Support

Willdan recommends that the District assign a key individual as project manager for each project. As our analysis is developed, the District's appointed project manager will:

- 1) Coordinate responses to informational requests;
- 2) Coordinate review of work products; and
- 3) Identify appropriate staff members for participation in meetings and facilitate in scheduling.

We will ask for responses to initial information, follow-up requests and comments on reports within five business days or otherwise agreed upon timetable. If there are delays, the project manager will follow up with the parties involved to establish an estimated date for the delivery of information and/or feedback. To ensure continued progression, the project manager will reconvene with the rest of the team to identify tasks that can be started while waiting for requested data.

Work Schedule

The following outlines the estimated number of weeks to complete each task outlined in our scope of services. A specific project schedule will be developed following consultation with, and in concert with, District staff.

Scope of Work		Project Schedule																
		September				October				November				December				
Task 1:	Data Collection and Review	7	14	21	28	5	12	19	26	2	9	16	23	30	7	14	21	28
Task 2:	Kickoff and Planning Discussion																	
Task 3:	Capacity Fee Study																	
Task 4:	Reports and Deliverables																	
Task 5:	Meetings and Presentations																	

Project Team

Our management and supervision of the project team is very simple: staff every position with experienced, capable personnel in sufficient numbers to deliver a superior product to the District, on time and on budget. With that philosophy in mind, we have selected experienced professionals for this engagement. We are confident that our team possesses the depth of experience that will successfully fulfill your desired work performance.

Mr. Chris Fisher will serve as the **Principal-in-Charge and Project Manager** for the District's engagement. With more than 21 years of experience at Willdan, Mr. Fisher has managed an array of financial consulting projects for public agencies in California, Texas, Arizona, Colorado and Florida, coordinating the activities of resources within Willdan, as well as those from other firms working jointly on projects. He is one of the firm's leading experts for utility rate analysis and Proposition 218 compliance. Mr. Fisher is a Willdan Financial Services Vice President and is the Financial Consulting Services Group Manager.

Mr. Kevin Burnett will serve as the **Lead Project Consultant** for the District's engagement. He has served as a municipal utility rate consultant for 19 years, during which he has conducted over 100 rate studies across the country. His experience extends across a variety of utility rate and financial studies, including retail and wholesale rate and cost of service studies; capacity /impact fee studies; miscellaneous fee and charge studies; bond feasibility reports; interactive rate model development; CIP financial scenario planning; rate ordinance drafting; and billing system validation/rate testing.

Mr. Michael Cronan will serve in the role of **Financial Analyst**, collecting, interpreting, and analyzing the data necessary for the study. He will work with the team to develop and tailor the financial model to the District's specific needs and objectives, and incorporate the District's data. During his tenure, he has served jurisdictions throughout California, Colorado, and Florida.

Staff Continuity

Mr. Fisher has been assigned to serve as the District's representative; and has been selected for this role due to his extensive experience, which includes the preparation and supervision of numerous utility rate studies, as well as his experience presenting to governing bodies, stakeholders, and industry groups.

Willdan is composed of over 1,400 employees, including a cadre of public finance experts. If necessary, Mr. Fisher can recruit additional, qualified individuals from our employee roster to assist with the completion of this engagement to deliver the final materials on time and within budget. We do not anticipate staffing changes during the course of the project, however, should the situation arise, any change in team members will be discussed and approved in concert with the District prior to the change being made.

It is important to note that Mr. Fisher has been with Willdan for more than 21 years, ensuring McKinleyville CSD of continuity and dedication in staffing during the completion of the project.

Resumes

Resumes for Willdan's project team are presented on the following pages.

Chris Fisher

Principal-in-Charge/Project Manager

Education

Bachelor of Science, Finance; San Francisco State University

Mr. Fisher has been selected to serve as the Principal-in-Charge and Project Manager of McKinleyville Community Services District's engagement, due to his extensive experience managing multi-disciplinary teams. He also possesses extensive knowledge regarding Proposition 218 compliance.

Areas of Expertise

Multi-disciplinary Team Management

Mr. Fisher is the Vice President and Financial Consulting Services Group Manager at Willdan Financial Services. With more than 20 years' at Willdan, he has managed an array of financial consulting projects for public agencies throughout California, Arizona, Texas, Colorado, and Florida; coordinating the activities of resources within Willdan, as well as those from other firms working on these projects.

Special District Formations

Select Relevant Experience

Cost of Service Studies

McKinleyville Community Services District, CA – Water and Wastewater Capacity Fee Study:

Mr. Fisher served as the principal-in-charge of this project. The prior connection fees had not been updated for a number of years and were relatively low in comparison to similar agencies. In addition, there were several new local development projects in the planning stages requiring the District to provide utility services; placing even greater demand upon existing facilities and possibly requiring expansion of existing facilities, or construction of new ones. Willdan worked with staff to compile a list of proposed capital improvements and their estimated cost and conducted an analysis of existing and proposed development within the District boundaries. Finally, the team analyzed existing demand on the current utility systems and calculated remaining capacity in order to develop fair and equitable capacity fees.

Proposition 218

Utility Rate Studies

Affiliations

California Society of Municipal Finance Officers

City of Sebastopol, CA – Water and Wastewater Fee Study:

Mr. Fisher led the City of Sebastopol engagement as the principal-in-charge. The objective of the study was to update water and wastewater rates to address capital needs for both utilities, and ensure rates provided adequate funding for ongoing operations and maintenance. Our project work included development of a comprehensive financial model and preparation of rate scenarios for evaluation by Staff and the City Council. Mr. Fisher and the project team presented the results to the City Council and instructed staff on the use of the model.

Municipal Management Association of Northern California

California Municipal Treasurers Association

City of Delano, CA – Water, Sanitary Sewer, Solid Waste and Street Cleaning Utility Rate Study:

Mr. Fisher led this multi-faceted study. Recently developed financial studies did not match current economic realities, and as such the utilities were not generating sufficient cash flows. Given the volatile economy, the City hired Willdan to lead the development of a comprehensive utility financial plan and appropriate water, sewer and solid waste rates to meet the determined level of required revenue. Willdan modeled and analyzed numerous financial and rate scenarios through the course of the project.

21 Years' Experience

Town of Apple Valley, CA – Wastewater Rate Study:

Mr. Fisher oversaw a comprehensive wastewater rate study for the Town. The study encompassed the preparation of a financial plan and rate model, and a thorough review and update of the Town's rate structure. The Town had seen significant scrutiny of its water rates, so it wanted to be sure the wastewater rates and the report were thorough and defensible. The Town uses an EDU based rate structure, which Willdan evaluated and adjusted where necessary. This engagement also included comparison of current and proposed rates, and rates of similar agencies. Mr. Fisher provided technical assistance throughout this project, including the preparation of the rate report. The analytical portion of the project is complete and pending the completion of the Proposition 218 approval process.

City of Pinole, CA – Sewer Utility Rate Study:

Mr. Fisher served as the principal-in-charge for the City's sewer rate study, providing technical assistance throughout the project. He oversaw the development of the comprehensive financial plan, and preparation of rate alternatives and analysis. This engagement included the development of a comprehensive financial model and updated sewer rates, including rates of comparable jurisdictions, comparative rate and cost analysis.

C. Fisher*Resume Continued*

City of Tulare, CA – Water and Wastewater Rate Study: Mr. Fisher oversaw the development of the model and rates for the City of Tulare. The Willdan Team was presented to both the City Council and Public Utilities Board in preparation of the City's water and wastewater utility rates. Updated rate structures were developed that complied with Proposition 218.

City of Calexico, CA – Water and Sewer Rate and Capacity Fees Study: Mr. Fisher served in the role of principal-in-charge of the City's comprehensive water and sewer rate study. He led the development of the financial plan and model, and the rate analysis, and participated in the presentation of results to City Staff and the City Council. His responsibilities also included the scheduling of key meetings and deliverables, review of progress throughout the development of the project, and quality control.

Twentynine Palms, CA – Sewer Treatment Facility Fair Share and Sewer Rate Analysis: Mr. Fisher served as the Principal-in-Charge/Project Manager on the City of Twentynine Palms' sewer treatment facility fair share analysis. The purpose of the analysis was to develop an allocation of costs associated with the completion of a wastewater treatment plant (and other related costs) project, in the downtown area of the City, as well as the development of specialized sewer rates who will be served by the new treatment plant. We developed a model and numerous scenarios for evaluation by the City, and presented results to the City Council.

City of Soledad, CA – Water Rate Study: Mr. Fisher was the project manager for this engagement with the City of Soledad, to complete a comprehensive financial plan and rate study for their water utility. The City's water rates and connection fees had not been updated since 1996. Several times in the past ten years, proposed water rates were put off due to economic and political uncertainty. The water utility was losing money with existing rates and would have continued to do so if not addressed; they also needed to invest significantly in capital repair and replacement projects, as well as system upgrades. Mr. Fisher worked with City staff through the process of gathering and verifying data, developing a comprehensive revenue sufficiency analysis, including an on-site meeting to review the budget in detail. He also oversaw the development of the rate and financial model, including the basic revenue requirements, cost causation and basic rate scenarios. Once complete, Mr. Fisher finalized the rate recommendations with City staff prior to presentation to the City Council.

Kevin Burnett, MA

Lead Project Consultant

Education
*Master of Arts,
 Economics, State
 University of New
 York, Buffalo*

*Bachelor of Arts,
 University of
 Waterloo, Ontario*

Areas of Expertise

Financial Planning

*Cost of Service
 Studies*

Rate Design

Impact Fees

Bond Feasibility

Affiliations

*American Water
 Works Association*

19 Years' Experience

Mr. Burnett is a Senior Project Manager with 19 years of utility analysis experience, possessing extensive experience with utility rate and cost of service studies for retail and wholesale use. His project experience includes water, wastewater, reuse, and stormwater rate studies using state-of-the-art utility financial planning tools. He has developed both short and long-term financial plans for utilities of all sizes – including regional water authorities and regional wastewater providers with individual wholesale service contracts.

Select Relevant Experience

City of Sebastopol, CA – Water and Wastewater Fee Study: Mr. Burnett served as the lead project consultant for Sebastopol’s water and wastewater utility rate study. The objective of the study was to update water and wastewater rates to address capital needs for both utilities, and ensure rates provided adequate funding for ongoing operations and maintenance. Mr. Burnett led the development of the financial model and scenarios for the City, and presented the report and results to the Council.

City of Calexico, CA – Water and Sewer Rate and Capacity Fees Study: As lead project consultant, Mr. Burnett conducted a water and sewer rate study for the City of Calexico. Their previous rate study was dated, and the City wished to complete a new study to meet future revenue requirements and planned substantial capital improvement projects, and to make sure new rates followed Prop 218 cost of service requirements. The City also requested the establishment of capacity fee charges. Mr. Burnett created the financial and rate model, completed the technical analysis and worked through financial scenarios and options with City Staff. He was also responsible for the preparation of the report and other study documents.

City of Tulare, CA – Water and Wastewater Rate Study: As project manager Mr. Burnett led the model and rate development, in addition to facilitating presentations to both the City Council and Public Utilities Board in preparation of the City’s water and wastewater utility rates. He generated updated rate structures for the City, which met the requirements of Proposition 218.

City of Avenal, CA – Water and Sewer Rate Study: Served as project manager for the City’s rate study. The objectives of this analysis are to develop a tiered rate structure for customers that: 1) generate sufficient revenues to meet operating and capital expenses associated with water in response to the rising cost of purchased water; 2) technically defensible and equitable across the customer classes (meeting Proposition 218 requirements); and 3) developed within spreadsheet models that are user-friendly and can be easily updated by City staff in the future.

City of Fillmore, CA – Water and Sewer Rate Study: The City’s rates were outdated and not generating sufficient revenue needed to operate, maintain and enhance the system. As project manager, Mr. Burnett led the Willdan team and worked closely with the City, to redesign the rate structure. The Willdan team was responsible for the model and rate development, and generation of multiple alternative rate structures.

City of Claremont, CA – Sewer Rate Study: As project manager for the City’s sewer rate study Mr. Burnett lead the model and rate development and facilitated stakeholder presentations. He generated multiple alternative rate structures for the City in preparation of updating their sewer utility rates and presented them to staff for their consideration. Ultimately, numerous scenarios and alternatives were explored before deciding on the selected approach.

Town of Apple Valley, CA – Wastewater Rate Study: Mr. Burnett was the technical project lead for the comprehensive wastewater rate study for the Town. The study encompassed the preparation of a financial plan and rate model, and a thorough review and update of the Town’s rate structure. The Town uses an EDU based wastewater rate structure, which Willdan evaluated and adjusted where necessary. Mr. Burnett created the financial and rate model and completed the technical analysis and preparation of the report and other study documents. He worked extensively with the Town’s legal counsel on the report to ensure that it provided the necessary level of detail to support defensibility. The analytical portion of the project is complete and pending the completion of the Proposition 218 approval process.

K. Burnett*Resume Continued*

City of Dinuba, CA – Water, Sewer and Solid Waste Rate Study: The City had undergone a period of declining net revenues and an inability to fully fund capital repair and replacement needs. In the role of lead analyst, Mr. Burnett worked with City staff to update the rate structures to ensure class cost of service-based water rates that promote conservation and adhere to Proposition 218 requirements. Multiple water and sewer financial plans were developed and presented to the Council for consideration.

City and County of Denver, CO – Sanitary Sewer and Storm Drainage Rate, Connection Fee and Bond Feasibility Study: Mr. Burnett served as project manager and lead analyst for a six-year financial analysis of the City’s Wastewater Enterprise Fund. The study included projection of rate increases to maintain the financial viability of the Enterprise Fund. Mr. Burnett worked closely with City staff and the City’s financial advisor to conduct a bond feasibility analysis in support of a \$50 million revenue bond debt issuance to refund a prior debt issue and provide new money for future capital needs. The City’s sanitary sewer connection fees were reviewed and updated to reflect the City’s cost of providing new infrastructure to provide service to new connectors.

The City and County of Denver recently engaged Willdan to conduct a new study to review the operations of the sanitary sewer and storm drainage utilities and complete a benchmarking analysis to other front range and national entities in terms of rate structures and billings. The purpose of the study was to identify refinements or improvements to the City’s current approach to billing. A second study to develop feasibility of the City’s potential first time storm drainage impact fees was undertaken in conjunction with the benchmarking study.

City of Durango, CO – Rate Study for Water and Wastewater Services: Served as project manager to provide long-term financial plan, cost of service-based rates and an update to the City’s plant investment fees (tap fees). The City was required to complete an estimated \$50 million in improvements to the lone wastewater treatment plant in order to comply with CDPHE requirements. In addition to developing a balanced financial plan, incorporating rate increases and anticipated debt to fully fund requirements, rates were designed to provide equity amongst customer classes and minimize customer impact. Water rates developed for the City sought to meet cost of service as well as strike a balance between encouraging conservation while maintaining adequate revenue stability. Sewer rates were developed to meet class cost of service and provide revenue stability for the utility.

Michael Cronan

Financial Analyst

Education

Bachelor of Arts
and Science;
University of Central
Florida

Areas of Expertise

Utility Rate Studies

User Fee Studies

Financial Forecast
Modeling

3 Years'
Experience

Mr. Cronan is an Analyst with three years of experience within Willdan's Financial Consulting Services group. His primary function is to support project managers and senior analysts with utility rate studies. He specializes in analysis for a variety of clients, including cities, water districts, and public utilities.

Outlined below is Mr. Cronan's relevant project experience.

Select Relevant Experience

McKinleyville Community Services District, CA — Water and Sewer Utility Rate Study: Willdan was retained to update the models, develop the CSD's water and sewer rates and assist with the required Proposition 218 noticing process. Mr. Cronan provided analytical support to the project's senior team.

City of Richmond, CA — Sewer Rate Study: Mr. Cronan served as the project analyst and provided support for the City's sewer rate study. He gathered and verified data for the project manager and lead project consultant and played a significant role in the development of the customer database and financial model.

City of Claremont, CA — Sewer Rate Study: Mr. Cronan provided analytical support for the City's sewer rate study. He gathered and verified data for the project manager and principal consultant.

Twentynine Palms, CA — Sewer Treatment Facility Fair Share and Sewer Rate Analysis: Mr. Cronan provided analytical support in the development of the model to support to the project's senior team on the City of Twentynine Palms' sewer treatment facility fair share analysis. This study also included a sewer rate study, specific to the new treatment plant and its customers.

City of Pinole, CA — Sewer Utility Rate Study: The City retained Willdan to prepare a sewer rate analysis that included a new sewer rate schedule that meets current and near-term projected system revenue requirements. Mr. Cronan provided analytical support for this engagement, gathering and verifying necessary data, and assisting in the development of the model and the completion of the report.

City of Denver, CO — Sanitary Sewer and Storm Drainage Benchmarking and Storm Drainage Impact Fee Study: Mr. Cronan served as the lead analyst on a benchmarking study to review and compare the City's current rate structures to those of other front range and national utilities. The intent of the study was to identify potential areas for refinement to the City's current rate structures. Mr. Cronan also served as the lead analyst for developing and implementing first time storm drainage impact fees for the City.

City of Fruita, CO — Sewer Rate Study: Mr. Cronan provided analytical support to the project manager and principal consultant for the City's comprehensive sewer rate study. The study sought to determine the costs of operating the utility for a five-year period while equitably recovering costs from each customer class. An evaluation of changing the current flat rate approach for residential customers to a volume based average winter consumption approach was also evaluated.

City of College Station, TX — Electric Rate Study: Mr. Cronan was the analyst for the City's electric retail rate and cost-of-service study.

GRU/Gainesville, FL — Combined Utility Rate Project: Mr. Cronan assisted senior project staff on Willdan's recent combined utility rate project conducted for Gainesville Regional Utilities, in Gainesville, Florida and included a comprehensive revenue requirement, cost of service analysis, and rate design for their electric, water, wastewater, and natural gas utility systems.

City of Oviedo, FL — Utility System and General Financial Services: Mr. Cronan provides analytical support to the project team members serving the City's on-call engagements for Utility System and Financial Services.

City of Gastonia, NC – Utility Rate Study: Mr. Cronan is serving as the financial analyst for the City's water & wastewater rate study, revenue bond financial feasibility, and system development fee study.

Fee Proposal

Capacity Fee Study

Based on our work plan provided in the scope of services, we propose a **not-to-exceed fixed fee of \$11,780**. The table below provides a breakdown of this fee by task and project team member.

McKinleyville Community Services District Capacity Fee Study						
Fee Proposal						
	C. Fisher PIC - Project Manager	K. Burnett Lead Project Consultant	M. Cronan Analytical Support		Total	
	\$250	\$185	\$100	Hours	Cost	
Scope of Work						
Task 1: Data Collection and Review	1.0	2.0	4.0	7.0	1,020	
Task 2: Kickoff and Planning Discussion	1.0	2.0	1.0	4.0	720	
Task 3: Capacity Fee Study	4.0	16.0	24.0	44.0	6,360	
Task 4: Reports and Deliverables	2.0	5.0	10.0	17.0	2,425	
Task 5: Meetings and Presentations	2.0	3.0	2.0	7.0	1,255	
Total Willdan Labor Costs	10.0	28.0	41.0	79.0	\$ 11,780	

Notes

- The District will be invoiced on a monthly percentage-completion basis.
- Invoices will include a description of services, as well as a summary of costs to date by task.
- We will perform additional tasks, outside our scope of services, as requested and authorized by the District for an additional fee.
- Willdan will rely on the validity and accuracy of the District's data and documentation to complete our analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy, and that we will not be responsible for any errors that result from inaccurate data provided by the client or a third party.
- The District shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to the District or relating to this project. Reimbursement shall be at Willdan's rates in effect at the time of such response.

Hourly Rates

Additional services may be authorized by the District and will be billed at our then-current hourly rates. Our current hourly rates are listed below.

Willdan Hourly Rate Schedule		
Position	Team Member	Hourly Rate
Group Manager	Chris Fisher	\$250
Managing Principal		\$240
Principal Consultant		\$210
Senior Project Manager	Kevin Burnett	\$185
Project Manager		\$165
Senior Project Analyst		\$135
Senior Analyst		\$125
Analyst II		\$110
Analyst I	Michael Cronan	\$100

McKinleyville Community Services District

BOARD OF DIRECTORS

September 2, 2020

TYPE OF ITEM: **ACTION**

ITEM: E.1 **Consider Approval of Professional Services Agreement with US Ecology to Perform Remediation and Demolition of PCB Impacted Milking Shed at Pialorsi Ranch**

PRESENTED BY: **Patrick Kaspari, General Manager**

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends that Board review the information provided, discuss, take public comment and authorize the General Manager to execute the Professional Services Agreement with US Ecology to provide services to perform remediation and demolition of the PCB impacted milking parlor at the Pialorsi Ranch, **Attachment 1**, not to exceed \$54,405 with a 20% (\$10,881) contingency totaling \$65,286.

Discussion:

At the June 3, 2020 meeting, the Board approved Resolution 2020-12 authorizing the acceptance and recordation of a grant deed to the Pialorsi Property. As part of the due diligence leading up to this property purchase, and as reported to the Board during the Property Negotiation Phase, a Phase 1 Environmental Site Assessment of the property was performed. The most substantive finding of the Phase 1 was that a leaking vacuum pump in the milk shed had caused limited impact of the concrete and soil at the west end of the shed from the pump oil. The pump oil contained Polychlorinated Biphenyls (PCBs), resulting in minor PCB impacts to the concrete and soil immediately adjacent to the exhaust vent from the milk shed. To remediate these impacts, it was decided that the west end of the shed would be completely demolished to remove the impacted concrete and allow for access to the soil below this area. The soil adjacent to and beneath the shed that had been impacted by PCBs would be remediated by removal and disposal at an approved waste facility.

The District prepared a Request for Proposal to perform this work and sent it to local contractors. Two proposals were received, one from US Ecology (see Attachment A of Attachment 1) and one from North Coast Environmental Construction (NCEC) (See Attachment 2). US Ecology provided a cost for disposal of an estimated volume of impacted soil and demolition debris; NCEC provide only a unit cost for disposal of hazardous waste. If we assume that the NCEC quote included the same amount of material requiring disposal that US Ecology included, the costs quoted are:

- US Ecology = \$54,405
- NCEC = \$43,202+(\$1,187/CY x 20CY) = \$66,942

Both companies are responsible and have the necessary skills, experience and licenses to perform the work. Staff recommends that the contract be awarded to US Ecology in the amount of \$54,405. However, given the nature of remediation work and the fact that the quantity required to be disposed of can change once the building is removed and the subsurface soil is fully exposed, Staff would also ask that a 20% contingency be approved in the amount of \$10,881, for a total approved amount of \$65,286.

The scope of work is detailed on Attachment A of Attachment 1, but generally includes:

- Task 1: Rigging and set up for demolition and excavation
- Task 2: Dismantling of milking parlor and feed silo
- Task 3: Remove contaminated structure and soil to authorized site for disposal
- Task 4: Fill excavation to ground level with soil from surrounding area

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

This expenditure was identified in the property purchase and included in the loan amount. The agreement is for an amount not to exceed \$54,405. Staff would request a 20% (\$10,881) contingency totaling \$65,286.

Environmental Requirements:

The necessary permitting and sampling will be required of the demolition and soil removed prior to disposal at an approved waste facility. Final residual soil samples will also be collected to help ensure remaining soil contains no residual impacts.

This work is exempt from CEQA under Section 15301-Existing Facilities, (l) Demolition or removal of small structures, (4) Accessory (appurtenance) structures.

Exhibits/Attachments:

- Attachment 1 – US Ecology Professional Services Agreement
- Attachment 2 – North Coast Environmental Construction Quote

**AGREEMENT BETWEEN THE MCKINLEYVILLE
COMMUNITY SERVICES DISTRICT AND US ECOLOGY PROVIDING
FOR CONSTRUCTION SERVICES ASSOCIATED WITH PIALORSI
DAIRY**

This AGREEMENT BETWEEN THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT AND US Ecology PROVIDING FOR CONSTRUCTION SERVICES ASSOCIATED WITH Pialorsi Ranch (this “Agreement”), is entered into as of September 3, 2020 (the “Effective Date”), between the McKinleyville Community Services District, a duly formed community services district pursuant to California Government Code § 6100, et seq. (hereinafter referred to as “District” or “MCSD”), and NRC Environmental Services (hereinafter “Contractor”). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MCSD and Contractor agree as follows:

AGREEMENT

1. Scope of Work

Contractor shall furnish to the District, upon its request, the Work set forth in the “Scope of Work” (hereinafter “Work”) described in “Attachment A”, which is attached hereto and incorporated by reference. Requests by the District to Contractor to perform under this Agreement will be made by the General Manager of the District, or an authorized representative thereof. Work provided at the District’s request by Contractor under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state and county laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those to which reference is made in this Agreement.

2. Term and Progress Schedule

The term of this Agreement shall be from September 2020, through November 2020, unless sooner terminated as provided below. The Work shall be weather-tight by October 15th, 2020, and completed within 90 days of the date following the District’s provision of written Notice to Proceed to Contractor.

3. Standard of Care in Performing the Work

Contractor represents and warrants to the District each of the following:

(i) Contractor is knowledgeable and experienced in providing services comparable to the Work, and will maintain all necessary licensure pursuant to Section 7 of this Agreement when performing the Work;

(ii) The Work will be performed in a manner consistent with the level of care and skill ordinarily exercised by other professional contractors under similar circumstances in accordance with customarily accepted good and sound professional practices and procedures;

(iii) Contractor and its agents, subordinates, and employees and any subcontractors performing Work under this Agreement shall perform every part of the Work hereunder in strict accordance with this Agreement, applicable federal, state, county and municipal laws, orders, rules, regulations and directives, including, but not limited to, EPA and OSHA regulations, environmental, health and safety laws, and laws pertaining to wages and other conditions of employment, as further set forth in this Agreement;

(iv) Contractor shall be strictly responsible for the proper performance of the Work and for any loss or damage to the District or to others by reason of Contractor's failure to properly perform the Work;

(v) The Contractor has carefully examined the "Phase 1 Environmental Site Assessment Report APNS: 508-081-034, 508-091-033, 508-091-037, 506-341-017, and 508-031-001 McKinleyville, California", April 6, 2020, Freshwater Environmental Service, sufficient to have enabled the Contractor to determine the cost of the work therein in order to enter into this Agreement;

(vi) The Phase 1 is sufficient to enable Contractor to construct the Work outlined therein in accordance with applicable laws, statutes, building codes and regulations, and otherwise to fulfill all Contractor's obligations hereunder; and

(vii) The Contractor has visited the site, examined all conditions affecting the Work, and is fully familiar with all of the conditions thereon and affecting the same.

4. Contract Sum

A. Compensation and Progress Payments.

The District shall pay Contractor the amounts recited and in accordance with the timing intervals set forth in the “Bid Schedule” (set forth in “Attachment A”) for the Work described in “Scope of Work” (set forth in Attachment A) which are performed by Contractor at the District’s request. The total project cost shall not exceed the total amount for the entirety of the Work set forth in the Bid Schedule, unless otherwise authorized by the District in writing prior to Contractor incurring additional expenses. Payment intervals shall be in accord with paragraph 4.E. of this Agreement, below.

B. Travel and Per Diem.

Unless otherwise agreed by the parties, Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing the Work requested by the District under this Agreement.

C. No Additional Consideration.

Except as expressly provided in paragraph 4.G. of this Agreement, below, Contractor shall not be entitled to, nor receive from the District, any additional consideration, compensation, salary, wages, or other type of remuneration in excess of the total amount set forth in the Bid Schedule set forth in Attachment A for services or work rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit Upon Amount Payable Under Agreement.

The total sum of all payments made by the District to Contractor for the Work performed under this Agreement shall not exceed amounts specified in the Bid Schedule (set forth in Attachment A) and/or any authorized adjustments made consistent with the terms and conditions of this Agreement (hereinafter referred to as “Contract Limit”) and the Public Contract Code. The District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the Contract Limit.

E. Billing and Payment.

Contractor shall submit to the District, not more than once per month, an itemized statement of all the Work described in the Scope of Work, which were done at the District's request. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. All statements submitted in request for payment should identify the date on which the Work were performed and describe the nature of the Work which were performed on each day. Invoicing shall be informative and concise regarding work performed during that billing period. The District shall make payment to Contractor within thirty (30) days of receipt of an itemized statement, but shall retain ten percent (10%) of each such payment in accordance with Section 9203 of the Public Contract Code until the project is completed. Should Contractor produce incorrect invoices, the District shall withhold payment until corrected.

F. Federal and State Taxes.

(1) The District will not withhold any federal or state income taxes or social security from any payments made by the District to Contractor under the terms and conditions of this Agreement.

(2) The District shall withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, the District has no obligation to withhold any taxes or payments from sums paid by the District to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. The District has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by the District to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually by the District to the Internal Revenue Service and the California State Franchise Tax Board.

G. Changes to Scope of the Work.

If at any time during the progress of the Work the District desires to make any additions to, alterations of, deviations or omissions from the Work, District shall have the right to do so to the extent permitted by the California Public Contract Code and the same

shall in no way affect or make void this Agreement. No extra work shall be made except on the District's written request by change order ("Change Order"). All Change Orders will be in writing and signed by the District and the District's Engineer. Each Change Order shall identify the proposed change in the Work and will include a proposed basis for adjustment, if any, in the Bid Schedule. The District may prepare a Change Order without invalidating the Agreement, order changes in the Work within the general scope of the Agreement consisting of additions, deletions, or other revisions, with the Bid Schedule being adjusted accordingly. Any changes that decrease the cost of the Work shall be evaluated on a lump-sum basis and deducted from the sums set forth in the Bid Schedule set forth in Attachment A. Any extra Work that increases the cost of the Work shall at District's option be evaluated (i) on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the Work or (ii) on the basis of "Actual Necessary Cost" (defined below), plus ten percent (10%).

“Actual Necessary Cost” shall be limited to:

- (i) expenditures for materials, supplies, and labor (including foremen's wages) furnished by Contractor;
- (ii) additional cost to Contractor for insurance required because of authorized changes; and
- (iii) an allowance based on current market rental prices for the use of vehicles and equipment. The "Actual Necessary Cost" shall not include any allowance for Contractor's office expense, general superintendent, or other overhead or general expense.

Contractor shall not be entitled to compensation for any extra Work unless the District has issued a written Change Order designating in advance the amount of additional compensation to be paid for the extra Work prior to Contractor incurring the expense or performing the extra Work. Without limitation on the Contractor's obligation to comply with the extra Work and Change Order protocol, if main or trunkline utilities are not identified by the District in the Plans, Specifications and Drawings made a part of the Work, Contractor may be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans Specifications and Drawings, and for equipment on the project necessarily idled during such work and Contractor shall not be assessed any delay damages directly caused by the failure to identify the utilities in accord with Government Code Section 4215.

5. Work Schedule

Upon the issuance of a formal written “Notice to Proceed” from the District, Contractor’s obligation is to perform, in a timely manner, the Work identified in the Scope of Work which is requested by the District. It is understood by Contractor that the performance of the Work will require a varied schedule. Contractor, in arranging its own schedule, will coordinate with the District to ensure that all Work requested by the District under this Agreement will be performed within the time frames set forth by the District in Attachment A. Contractor shall endeavor to perform the Work during normal business hours in order to limit the impacts of construction traffic and noise on surrounding property owners.

6. Guaranties and Warranties

A. Manufacturer’s Specifications and Warranties—Assignment.

The Contractor shall assemble for the District’s Architect and/or Engineer’s approval and transmittal to the District three (3) complete copies in looseleaf binders of all operating and maintenance data from all manufacturers whose equipment is installed in the Work. The Contractor shall also prepare a checklist or schedule showing the type of lubricant to be used at each point of application, the intervals between lubrication for each item of equipment, and the routine maintenance tasks necessary to maintain each item of equipment. In addition, the Contractor shall secure and deliver to the District written warranties and guaranties from subcontractors, sub-subcontractors and suppliers bearing the date of Substantial Completion or some other date as may be agreed to by the District and stating the period of warranty.

B. Contractor’s Warranty.

Contractor guarantees all equipment, material, supplies and Work furnished on the job against defective construction or workmanship for a period of one (1) year following recordation of a Notice of Completion on the Work for patent defects and for a period of ten (10) years following recordation of a Notice of Completion on the Work for latent defects, except when a longer guaranty is provided by the supplier or manufacturer of any equipment, material or supplies incorporated into the Work. Upon receipt of written notification from District that any Work is defective, Contractor shall immediately remedy, repair, or replace, without cost to District and to District's entire satisfaction, all such defective construction or workmanship. Contractor expressly agrees to act as coguarantor of any such equipment, material or supplies incorporated into the Work for the period during which any guaranty is effective. Contractor shall supply District with all warranty and guaranty documents relative to equipment and materials incorporated in the Work and guaranteed by the suppliers or manufacturers of such equipment and materials.

7. Required Licenses, Certificates and Permits

Any licenses, certificates, or permits required by federal, state, county, or municipal governments for Contractor to provide the Work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, contractor's licenses, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the District. Contractor will provide the District, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the Work identified in Attachment A. Where there is a dispute between Contractor and the District as to what licenses, certificates, and permits are required to perform the Work identified in Attachment A, District reserves the right to make such determination for purposes of this Agreement.

8. Office Space, Supplies, Equipment, Etc.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services, and telephone service as is necessary for Contractor to provide the Work identified in Attachment A to this Agreement. The District is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. The costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

9. District Property

A. Personal Property of District.

Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, etc., provided to Contractor by the District pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the District. Contractor will use reasonable care to protect, safeguard, and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services.

Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs,

computer disks, computer tapes, memory chips, films, audio-visual presentations, exhibits, reports, studies, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the District. At the termination of the Agreement, Contractor will convey possession and title to all such properties to District.

10. Workers' Compensation Insurance

Contractor shall provide workers' compensation insurance coverage, in the legally required amount, for all Contractors' employees utilized in providing Work pursuant to this Agreement. By executing a copy of this Agreement, Contractor acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that Contractor has complied and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees. Contractor, at the time of execution of this Agreement, will provide the District with evidence of the required workers' compensation insurance coverage.

11. Public Work

A. Determination.

The Work to be provided by Contractor under this Agreement constitute a Public Work within the meaning of California Labor Code Sections 1720 and 1720.3. Accordingly, and as required by Section 1771 of the California Labor Code, Contractor and any subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holiday and overtime work, to all workers employed in the execution of those Work described in *Attachment A* of this Agreement.

B. Prevailing Wage Rate.

The general prevailing rate of per diem wages applicable to each class of worker employed in the execution of the Work that constitute a Public Work described in this Agreement has been determined by the Director of the California Department of Industrial Relations (hereinafter referred to as "Director"). The Director's determination is available through a link to CA Dept of Industrial Relations website : <http://www.dir.ca.gov>

C. Apprentices.

Pursuant to Section 1777.5 of the California Labor Code, properly registered apprentices performing services and work that constitute a Public Work, if any, shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered.

D. Penalty for Non-Payment of Prevailing Wages.

Pursuant to Section 1775 of the California Labor Code, Contractor, and any subcontractor under him, shall as a penalty to the District, forfeit not more than two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the general rate of per diem wages for the performance of services and work that constitute a Public Work, as determined by the Director of Industrial Relations, for the work or craft for which the worker is employed in the performance of the Work provided under this Agreement that constitute a Public Work, except as provided by subdivision (b) of Section 1775, of the California Labor Code.

E. Payroll Records.

Pursuant to Section 1776 of the California Labor Code, Contractor, and any subcontractor under him, shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the performance of the Work requested by the District, as described in the Scope of Work of this Agreement. Failure to provide certified payrolls and supporting documentation within 10 days of request by the MCSD or the DIR may result in penalties of one hundred dollars (\$100.00) per day per worker for each day the requested information is late (beyond the initial 10 days).

F. Inspection of Payroll Records.

Contractor, and any subcontractor under him, shall comply with each of the additional requirements set forth in California Labor Code Section 1776, regarding: (1) the form of records; (2) the provision of records upon request to the District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Department of Industrial Relations; and, (3) the inspection of records by the public.

G. Posting of Prevailing Wages at Job Sites.

Pursuant to California Labor Code Section 1773.2, Contractor shall post at each job site in connection with this Agreement a copy of the Director's determination of the general prevailing rate of per diem wages for each classification of work required in the execution of the Work described in Attachment A of this Agreement that constitute a Public Work.

H. Hours.

Pursuant to Section 1810 of the California Labor Code, the time of services of any worker employed by Contractor, or by any subcontractor under him, in the performance of the Work described in the Scope of Work of this Agreement that constitute a Public Work, is limited and restricted to eight hours during any one calendar day, and 40 hours during any one calendar week, except as otherwise provided by the California Labor Code.

I. Overtime.

Pursuant to California Labor Code Section 1815, the performance of the Work, as described in the Scope of Work of this Agreement that constitute a Public Work, by employees of Contractor, or employees of any subcontractor under him, in excess of eight hours per calendar day at not less than one and one-half (1 ½) times the basic rate of pay.

J. Records of Hours.

Contractor, and any subcontractors under him, shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the performance of the Work requested by the District, as described in the Scope of Work of this Agreement. The record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Standards Enforcement as required by Labor Code Section 1812.

K. Penalty for Violation of Overtime Work Hours.

Pursuant to California Labor Section 1813, Contractor, and any subcontractors under him, shall, as a penalty to the District, forfeit twenty-five dollars (\$25.00) for each worker employed by the respective contractor or subcontractor in the execution of the Work requested by the District that constitute a Public Work, as described in the Scope of Work of this Agreement, for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the California Labor Code.

L. Contractor Registration Requirements

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a “public works contractor”. Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

M Department of Industrial Relations Jurisdiction

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

N. Payment Conditioned on Full Labor Compliance

MCSD may withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the MCSD may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

12. Insurance

A. General Liability.

Contractor shall procure, and maintain during the entire term of this Agreement, a policy of general liability insurance which covers all the Work to be performed by Contractor under this Agreement. Such policy shall have a per occurrence combined single limit coverage of not less than one million dollars (\$1,000,000). Such policy shall not exclude or except from coverage any of the Work required to be performed by Contractor under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a “Best’s” policyholder’s rating of “A” or “A+”. Prior to commencing any work under this

Agreement, Contractor shall provide the District: 1) a certificate of insurance documenting evidence of the required coverage; 2) an additional insured endorsement applying to the McKinleyville Community Services District, its agents, officers and employees; and, 3) a notice of cancellation of coverage endorsement indicating that the policy will not be terminated, or canceled without thirty (30) days' written notice to the District.

B. Business Vehicle.

Contractor shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of one million dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Contractor-owned, non-owned, and hired vehicles employed by the Contractor in the performance of the Work requested by the District, as described in the Scope of Work (*Attachment A*). A certificate of insurance shall be provided to the District by Contractor prior to commencing any work under this Agreement. The policy shall maintain a provision prohibiting the cancellation of said policy except upon thirty (30) days' written notice to the District.

C. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions shall be declared by Contractor and must be approved by the District prior to Contractor commencing the Work requested by the District under this Agreement. If possible, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its officials, officers, employees, and volunteers, or Contractor shall provide evidence satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. Subcontractors.

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein for Contractor.

E. Unemployment, Disability, and Liability Insurance.

Contractor shall maintain, if so required by law, unemployment, disability and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor in performing work associated with this Agreement.

13. Bonds

Contractor shall furnish and maintain a performance bond in an amount equal to one hundred percent (100%) of the Contract Limit. Contractor shall also furnish and maintain a labor and materials payment bond in the amount equal to one hundred percent (100%) of the Contract Limit. The bonds shall comply with the requirements of California Civil Code Section 3248 and must be issued by an “Admitted Surety Insurer.” For purposes of this Agreement, an Admitted Surety Insurer means a corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code. Bonds shall be in a form acceptable to the McKinleyville Community Services District Counsel. The Attorney-in-Fact (resident agent) who executes the bonds on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge this Power of Attorney as of the date of the execution of the surety bond that it covers. If any surety becomes unacceptable to the District or fails to furnish reports as to its financial condition as requested by the District, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the District and of persons supplying labor or materials in the prosecution of the work contemplated by this Agreement.

14. Status of Contractor

Contractor, its agents, officers, employees, and subcontractors shall constitute independent contractors, and not agents, officers, or employees of the District. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the District, except as expressly provided by law or set forth in Attachment A of this Agreement. No agent, officer, or employee of the District is to be considered an employee of Contractor. It is understood by both Contractor and the District that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

As an independent contractor, Contractor: (1) shall determine the method, details, and means of performing the Work to be provided by Contractor under this Agreement (unless otherwise specified herein); (2) shall be responsible to the District only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall be not be subjected to the District’s control with respect to the physical action or activities of Contractor in fulfillment of this Agreement; and (3) Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of District.

15. Defense and Indemnification

Contractor shall defend, indemnify, and hold harmless the District, its agents, officers, employees and retained engineers and/or architects from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, employees, or subcontractors. Contractor's obligation to defend, indemnify, and hold the District, its agents, officers, employees and retained engineers and/or architects harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any act or omission of Contractor, its agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. Contractor's obligation to defend, indemnify, and hold the District, its agents, officers, employees and retained engineers and/or architects harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

16. Records and Audit

A. Records.

Contractor shall prepare and maintain all records required by the various provisions of this Agreement, and federal, state, county, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits.

Any authorized representative of the District shall have access to any books, documents, papers, and records, including, but not limited to, financial records of Contractor, which the District determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, the District has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement. In addition to the foregoing, Contractor acknowledges that all contracts for public works project with a contract sum in excess of

\$10,000.00 are potentially subject to examination and audit by the California State Auditor pursuant to Government Code Section 8546.7 for three years after final payment.

17. Non-Discrimination

During the performance of this Agreement, Contractor, its agents, officers, employees, and subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, ancestry, national origin, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, employees, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

18. District Termination and Cancellation Rights

This Agreement may be canceled by the District without cause, and at will, for any reason by giving to Contractor 30 days' written notice ("Termination Notice") of such intent to cancel. Upon receipt of Termination Notice, Contractor shall stop all performance under this Agreement except as directed by the District. In the event of any such cancellation, Contractor shall be entitled to compensation for all work performed prior to receipt of the Termination Notice as well as work performed after receipt of the Termination Notice and prior to expiration of the thirty (30) day notice period to the extent such post-notice work was performed at the direction of the District, assuming all of said work falls within the Scope of the Work commissioned by the District.

19. Assignment

This is an agreement for the services of Contractor. The District has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the District. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of the District.

20. Default

If Contractor abandons the Work, or fails to proceed with the Work requested by the District in a timely manner, or fails in any way as required to conduct the Work as required by this Agreement, the District may declare Contractor in default and terminate this Agreement upon five (5) days' written notice to Contractor. Contractor shall be liable to the District for all additional costs and expenses incurred by the District in finishing the Work as well as any damages incurred as a result of Contractor's default, which at the option of the District may be charged against any amounts due from the District to Contractor hereunder. Upon such termination by default, District will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed through the date of termination assuming said work falls within the Scope of the Work commissioned by the District, less any offsets the District is entitled under this Agreement. This Section 20 is not intended to constitute and shall not constitute a limitation on any damages the District may seek in the event of Contractor's default.

21. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 28 below.

22. Confidentiality

Contractor agrees to comply with various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing the Work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such privileged, restricted or confidential information and records. Disclosure of such information or records shall be made by Contractor only with the express written consent of the District.

23. Conflicts

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Work under this Agreement. Contractor agrees to complete and file a conflict of interest statement.

24. Post-Agreement Confidences

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the District in the course of providing the Work under this Agreement, for any personal benefit, gain, or enhancement.

25. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or local statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

26. Funding Limitations

The ability of the District to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, the District has the option to terminate, reduce, or modify this Agreement, or any of its terms, within ten (10) days of its notifying Contractor of the termination, reduction, or modification of available funding, except, however, the District can not reduce Contractor's right(s) to recover payments due for work performed prior to the notification. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements (except the requirement of mutual consent) of paragraph 28 below.

27. Venue

This Agreement shall be governed under the laws of the State of California and venue for any litigation under this Agreement shall be the county of Humboldt, State of California.

28. Amendment

This Agreement may be extended, modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form, signed by authorized representatives of the parties, in full compliance with the Public Contract Code, and attached to the original Agreement to maintain continuity.

29. Notice

Any notice, communication, amendments, additions, deletions to this Agreement, including change of address of either party during the term of this Agreement, shall be in writing and may be personally serviced, or sent by prepaid first class mail to the respective parties as follows:

McKinleyville Community Services District:

Attention: Pat Kaspari, General Manager
1656 Sutter Rd.
P.O. Box 2037
McKinleyville, CA 95519
Phone: (707) 839-3251
Fax: (707) 839-8456

Contractor:

US Ecology
1605 Ferry Point
Alameda, CA.94501
510-749-13920

30. Entire Agreement

This Agreement, along with **Attachments A**, contain the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term of provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

Signatures

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

By: _____

Name: Pat Kaspari

Title: General Manager

Date: _____

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the ____ of ____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ____ [date], at ____ [city], ____ [state].

(Amended by Stats. 2011, Ch. 432, Sec. 37. Effective January 1, 2012.)



7-10-20

Proposal #:20NC059

Pat Kaspari
 General Manager
 McKinleyville Community Services District

Re: Remediation and demolition of PCB contaminated milking parlor at:

Pialorsi Ranch
 1300 Anderson Ave.
 McKinleyville, Ca.

Dear Mr. Kaspari:

US Ecology, (hereinafter referred to as "USE"), is a global leader in providing end-to-end environmental, industrial, and emergency response solutions. USE prides itself on project consistency and its logistics expertise in environmental remediation, abatement services, emergency response, environmental construction, and industrial cleaning.

Pursuant to your request, USE is pleased to present this Proposal to Pat Kaspari, McKinleyville CSD ("Customer") for services related to the remediation/demolition/removal of PCB contaminated structure and soil. The following shall serve to detail the proposed scope, assumptions, exclusions and estimated costs of the project based on the information provided by Customer.

SCOPE OF SERVICES

Mobilization Activities

- ***Mobilize equipment and manpower sufficient to safely accomplish above listed tasks.***

Task 1: Rigging and set up for demolition and excavation.

- ***Placing appropriate containment for debris and dust abatement. One bin for contaminated materials and identify a laydown area for clean construction debris.***

Task 2: Dismantling of milking parlor and feed silo.

- ***Barricade work area where heavy equipment will be operating.***
- ***Take down and dismantle feed silo.***
- ***Remove the roof from the structure.***
- ***Remove concrete walls leaving the contaminated area and cement slab.***

Task 3: Remove contaminated structure and soil for removal to authorized site for disposal.

- ***Remove saturated wood portions of structure***
- ***Demolish soiled concrete walls, slab floor, and foundation where oil has affected same.***
- ***Excavate substrate and some surrounding soil.***
- ***Retain all contaminated material in bin provided.***
- ***Profile and dispose of bin contents per state and federal regulations.***
- ***Obtain third party clearance samples upon completion of project.***

Task 4: Fill excavation site to ground level with soil from surrounding areas.

- **Backfill excavated area with soil from unaffected area of property.**
- **Ensure remaining structure foundation is free of loose material.**

ASSUMPTIONS/EXCLUSIONS

- Payment terms are Net 30 days from the date of USE's invoice.
- Customer and USE agree to the attached Terms and Conditions.
- The above-provided pricing is expressly conditioned upon acceptance of Net 30 payment terms and the attached Terms and Conditions. Any requested deviations from these terms may require a price adjustment.
- All personnel and equipment will be charged on a "portal to portal" basis.
- Pricing is based upon prevailing wage rates and work being performed during normal business hours (i.e., 0700 and 1800), Monday through Friday.
- If applicable, disposal prices contained herein are contingent upon the receipt of a signed waste profile sheet from the generator and acceptance of the waste by the designated disposal facility.
- If applicable, disposal pricing DOES NOT include state hazardous waste taxes/fees.
- USE will not accept any Radioactive, Shock Sensitive, Dioxin or Dioxin Forming Compounds, Pathological Waste or Materials not specifically identified under the project scope at USE landfill. Materials will be taken to approved waste facility.
- USE's credit department reserves the right to review Customer's credit application and either (i) require additional payment security, (ii) alternate payment terms or (iii) terminate this Agreement outright, in USE's sole discretion.
- USE will have free and ready access to the work site and a staging area for the equipment and materials.
- Unit rate items are provided for budgetary purposes only. Actual costs will be based on the actual quantities required to complete the project as proposed.
- This Proposal is valid for a period of thirty (30) calendar days and is subject to verification by USE thereafter.
- This proposal is based on site visit and observation of existing conditions.
- This estimate does not include the cost for a lead and asbestos survey. The county will need to furnish the report before work can begin.
- This proposal does not include costs for lead or asbestos abatement/disposal if found.
- Proposal assumes that all utilities, electrical, water, and gas, to building have been turned off and isolated, capped, and or disconnected.
- Scope of work is an estimate and should further, unseen, or unknown conditions arise, all work will be performed on a time and materials basis per our attached price sheet.
- USE in no way warrants the remaining foundation as being sound and fit for use once demolition is completed.
- USE assumes that all disposal will be taken to the nearest local TSDF. If the county chooses to have it taken to a different location than this bid then, USE reserves the right to increase its estimate to reflect the new location.

COSTS

Based on USE’s understanding of the project and the information provided by Customer, USE shall perform the above scope of work consistent with the cost estimate defined below:

Item	Description	Quantity	Units	Unit Rate
1	Labor including mobilization, demobilization, and disposal	4	Day	\$29,565.68
2	Materials and equipment	3	Day	\$9,799.00
3	Disposal and outside services	2	Day	\$10,320.00
9.5% Energy & Recovery Surcharge (to be calculated according to final invoice amount)				\$4,720.04
TOTAL				\$54,404.72

This proposal is exclusive of sales tax. Applicable sales tax will be applied to the final invoice should a valid tax-exempt certificate not be provided to USE.

Pricing is based upon observed volumes and material costs, unit rates, and market conditions. Billings will be based upon actual amounts of units required and volumes of material disposed. Actual material costs are subject to change based on unit rates and market conditions.

An Energy and Recovery Surcharge of 9.5% will be added to the total cost of each invoice. It is understood and agreed by the Client that the 9.5% Energy and Recovery Surcharge is not negotiable.

This represents our best judgment at this time as to the effort required to achieve the stated objectives. It must be recognized that unforeseen conditions, which may become evident during the project may alter or increase the effort required. Actual charges may increase or decrease depending upon the execution of work.

It is understood and agreed by the Client and/or the generator (owner) owns all waste from cradle to grave and USE assumes no liability for any and all waste generated or disposed.

Thank you for the opportunity to submit this proposal. We look forward to discussing the project with you. I can be reached at Jonathan Boos, Project Manager US Ecology, 707-441-0723, jboos@nrcc.com

Sincerely,

Jonathan Boos
Branch Manager

If the proposal is understood and accepted, please sign and return to USE. By accepting and signing the above-referenced proposal, the Client hereby accepts any and all terms and conditions set forth herein or attached hereto and hereby authorizes USE to commence services described in this proposal as defined herein and grants access, at reasonable times, to the described property. This proposal is valid for a period of thirty (30) days. Facsimile and electronic signatures shall and will be considered original signatures.

Name (print): _____ Signature _____

Title: _____ Date: _____

Attachments:

USE Terms & Conditions

Cost (s)

NorCal Published Price sheet

APPENDIX A
TERMS AND CONDITIONS

1. TERMS AND CONDITIONS: These terms and conditions apply to all Services performed by USE (as defined on the Proposal) for Customer. The Proposal and this Appendix A (collectively "Agreement") constitute the entire agreement of the parties. Provisions contained in a purchase order or other documents provided by Customer that vary or conflict with the terms contained in this Agreement are hereby rejected, even if signed by USE. This Agreement may be signed in multiple counterparts. Facsimile, scanned or electronic signatures, copies of this Agreement, and daily work reports are valid and binding on the parties.

2. PAYMENT AND CREDIT:

- a. Customer shall pay USE in full for all services properly rendered under this Agreement within 30 days from the date of each of USE's invoices. **Payments are not contingent upon Customer's receipt of funds from any third party, including but not limited to owner payments, government funding, or insurance payments.**
- b. Invoices shall be rendered either periodically or upon completion of the Services. USE's acceptance of any payment or partial payment for Services rendered shall be done without prejudice to any further rights or remedies USE may have, including but not limited to the collection of any additional monies owed to USE.
- c. If USE's invoice is not paid within 30 days from the date of invoice, Customer agrees that USE will have the right, without further notice, to terminate USE's services until all past due and outstanding amounts are paid and USE receives adequate assurance of Customer's prompt future payment. Payments received more than 30 days past due are subject to interest charges of 1.5% per month, or the maximum rate allowed by law, whichever is less.
- d. Amounts paid will be credited first to accrued interest, then to the oldest unpaid balance. In addition, Customer shall reimburse USE for all costs incurred to collect overdue amounts, including but not limited to collection fees, filing fees, costs of litigation or alternate dispute resolution, attorneys' fees (including time expended by in-house counsel) and charges for time spent by USE personnel. USE reserves all legal rights and recourses against Customer, its property and the property owner for failure of Customer to pay invoices when due.
- e. Provision of the Services is subject to and contingent upon USE's credit approval of Customer. Upon request by USE, Customer shall provide security for payment as follows: (i) by depositing funds in an escrow account with an escrow agent on terms acceptable to USE; (ii) by providing a standby letter of credit in favor of USE issued on terms and by a commercial bank acceptable to USE; or (iii) by arranging such other form of security or credit arrangement on terms acceptable to USE. The amount of security shall be determined in USE's sole discretion as appropriate under the circumstances and shall be increased as required by USE. Nothing herein shall obligate USE to continue to provide Services when USE has not been provided with acceptable security.

3. COMPLIANCE WITH LAW: Both Parties shall comply with all applicable laws and regulations. In the event of changes in laws or regulations affecting the Services, USE shall inform Customer of such changes and the impact these may have on the Services, cost or scheduling. Such changes are to be treated as an Unanticipated Condition under the terms defined in the respective paragraph below.

4. FINES: Customer shall pay any fines, penalties or other sums resulting from violation of, or failure of Customer to comply with any laws, codes, standards, statutes, regulations, or administrative or judicial order.

5. CUSTOMER REPRESENTATIVE: Customer shall provide all criteria and full information about the Work Site, including Customer's requirements for the project, any Conditions, present and past activities engaged in, and the substances and materials known or likely to be encountered; designate a persons to act with authority of Customer and provide USE continuing access to Customer or Customer's representative; Customer or Customer's representative is to examine and respond promptly to USE's inquiries and submissions.

6. DAILY WORK REPORTS (TIME & MATERIAL PROJECTS): Daily work reports will be the mechanism to document and verify personnel, equipment, materials and outside services utilized by USE in the performance of the Services. If Customer's representative is not available to sign daily work reports, it is Customer's responsibility to ensure prompt review and approval of daily work reports submitted electronically by USE. Customer's failure to (i) sign and return facsimile or electronic daily work reports sent to Customer's fax number or email address, or (ii) provide its written objection to daily work reports within 24 hours, will constitute acceptance of the resources reported by USE.

7. PROJECT REVIEW: Customer or Customer's representative shall promptly initiate a review of the project with USE or USE's representative upon completion of the Services to identify in writing any incomplete, defective or unsatisfactory service. If no incomplete, defective or unsatisfactory service is identified in writing within five (5) days of the completion of the Services, the Services shall be deemed accepted by Customer.

8. HANDLING OF WASTE: References to “Customer” in this paragraph shall mean the Customer or the generator of the waste. By performing the Services, USE does not accept or acquire (i) title to any waste handled by USE; or (ii) the status or liability of the generator, owner, operator or arranger of transportation, treatment, storage or disposal, as defined by federal and state laws governing the handling, treatment, storage or disposal of solid or hazardous waste. If requested, USE will transport waste or cause it to be transported under a waste manifest executed by Customer to a disposal or treatment facility selected by Customer. Customer shall pay all fees and taxes arising from or related to handling, transportation and disposal of the waste. If USE arranges for the transportation and disposal of waste, executes contracts with disposal facilities, completes and signs waste profiles or waste manifests, or makes payment for transportation or disposal services, these activities are performed by USE only as Customer’s agent. Customer shall remain responsible for any claims by the disposal facility with respect to the waste and shall look solely to the disposal facility in the event of a release or other liability arising from the disposal service. Prices quoted by USE for transportation and disposal of waste do not constitute a selection of the disposal facility and will be subject to adjustment in the event the disposal facility increases its price to USE or Customer designates an alternate facility.

9. WASTE PROFILE SHEET: Prior to the time of shipment and/or loading, Customer shall sign a Waste Profile sheet with approval by a disposal facility in advance of scheduling the Services. Customer shall also sign waste shipping documents at the time of shipment (prior to loading). Such documents must also include a separate shipping paper for disposal of any truck wash waste.

10. SCHEDULE: USE shall use reasonable efforts to complete the Services according to the agreed schedule. However, no warranties or representations are made as to the completion date of any Services undertaken and Customer will not have any right to damages arising from delays of USE in the completion of the Services.

11. UNANTICIPATED CONDITIONS: If during the performance of the Services, USE discovers (i) subsurface or other latent physical conditions at the Work Site which differ materially from those indicated in this Agreement; or (ii) unknown physical conditions at the site, including but not limited to any non-hazardous or hazardous materials and/or substances, which differ materially from those ordinarily encountered or could not have been reasonably anticipated at the commencement of this Agreement; or (iii) changes in laws or required standards, and directions by governmental agencies (all such discoveries hereinafter referred to as “Unanticipated Conditions”), USE shall notify Customer as soon as is practically possible. The Customer shall respond to USE’s notification within 3 business days as to the course of action it would like USE to take with regard to the Unanticipated Condition. The discovery of Unanticipated Conditions requiring a re-negotiation or termination of this Agreement. Such negotiations must occur promptly and in good faith. If a re-negotiated Agreement cannot be developed, USE has the right to terminate this Agreement without penalty or cause. In the event of a termination, USE is to be paid for all Services performed up to the termination date.

12. FORCE MAJEURE: Except as otherwise expressly provided in this Agreement, if USE, through causes, conditions, or events beyond its control, is delayed in the performance of the Services and as a result will be unable to complete the Services fully and satisfactorily within the time fixed therefore, USE will be granted an excuse of performance or an appropriate extension of time by Customer pursuant to a change order negotiated by Customer and USE in good faith.

13. SUBSURFACE STRUCTURES: Customer will furnish to USE any and all information available identifying the type and location of Subsurface Structures at the Work Site. USE will also use reasonable diligence to identify and contact the local Underground Facilities Protective Organization or equivalent for the same purposes described herein prior to commencement of any drilling or other excavation. USE is not responsible for any losses from, damage to, or loss of use of, any Subsurface Structure not accurately located and/or identified by Customer or others as requiring special protection (at Customer’s additional cost). USE’s only obligation with respect to Subsurface Structures is to use reasonable care under the circumstances when excavating in or near locations identified by Customer or the local Underground Facilities Protective Organization or equivalent, if any.

14. CROSS-CONTAMINATION: Customer acknowledges and understands that sampling and/or material handling may result in unavoidable cross-contamination of certain subsurface areas, such as aquifers, underground streams, or other hydrous bodies not previously contaminated. Because USE cannot totally eliminate the risk despite the use of due and reasonable care, and because sampling is an essential element of USE’s services indicated herein, Customer shall, to the fullest extent permitted by law, waive any claim against USE arising from cross-contamination allegedly caused by USE sampling and/or material handling.

15. INDEMNITY:

- a. Customer shall indemnify and defend, USE from and against all loss, liability, claims, litigation, proceedings, damages, fines, penalties costs or expenses (including defense costs and attorney’s fees) incurred from or in connection with the Services (including claims of bodily injury or death, property damage, environmental release, impairment, pollution or condition or any other cause) and arising (i) prior to USE’s commencement of the Services, (ii) during or after the performance of the Services that are not directly attributable to USE’s active or sole negligence or intentional misconduct in the performance of the Services, or (iii) from Customer’s misconduct, negligent acts, errors or omissions, violations of law, or breach of this Agreement.

- b. USE shall indemnify and defend Customer from and against all loss, liability, claims, litigation, proceedings, damages, fines, penalties costs or expenses (including defense costs and attorney's fees) incurred from or in connection with any Claims to the extent directly attributable to USE's active or sole negligence or intentional misconduct in the performance of the Services.

16. LIMIT OF LIABILITY: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS OR LOSS OF USE, REGARDLESS OF THE CAUSE, INCLUDING NEGLIGENCE, EVEN IF SUCH DAMAGES WERE WITHIN THE CONTEMPLATION OF OR REASONABLY FORESEEABLE BY THE PARTIES.

17. INSURANCE: During the performance of the Services, USE shall maintain worker's compensation and employer's liability insurance; commercial general liability insurance in the amount of \$1,000,000 per occurrence; automobile liability insurance in the amount of \$1,000,000 combined single limit; and contractor's pollution liability insurance in the amount of \$1,000,000. Customer will be an additional insured on the general and automobile liability policies per blanket endorsements to the extent of USE's liability under this Agreement.

18. ACCESS: Customer grants a license to USE and right of way to and over Customer's property (including utilities located thereon) for the purposes related to this Agreement. Customer's license to USE survives termination of this Agreement and will continue for a reasonable period of time for the purpose of allowing USE to remove its equipment and all other property from the Work Site.

19. MODIFICATION: Except where otherwise provided in this agreement, no terms, conditions, prior Agreements or Work Orders, Change Orders or agreements purporting to modify, vary, supplement or explain any provision of this Agreement will be valid unless in writing and signed by representatives of both parties authorized to amend this Agreement. In the case of emergency situations however, oral modifications mutually agreed to by Customer and USE will be binding and effective as against all parties up and until such modifications are subsequently memorialized in a written Change Order or other writing. Failure of Customer or Customer's authorized representative to sign and submit such Change Order or writing to USE will not negate or otherwise affect the validity or enforceability of such oral modifications.

20. NO WAIVER: No waiver by USE of any breach of any term or condition in this Agreement shall operate as a waiver of any subsequent breach of any other term or condition of this Agreement.

21. WARRANTY:

- a. USE shall provide the services in accordance with the applicable professional and trade standards, standards published by the Owner, and all federal, state and local regulations and statutes. THIS WARRANTY IS IN LIEU OF, AND EXCLUDES ALL OTHER WARRANTIES, STANDARDS AND GUARANTEES, WHETHER EXPRESSED OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF WORKMANSHIP, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF ANY EQUIPMENT, MACHINERY, PROCESS OR SYSTEM EMPLOYED OR PROVIDED BY USE. CUSTOMER'S SOLE REMEDY AND USE'S SOLE LIABILITY FOR BREACH OF WARRANTY SET FORTH IN THIS AGREEMENT OR OTHERWISE WILL BE THE RE-PERFORMANCE OF THE SERVICES IN QUESTION TO THE EXTENT NECESSARY TO CURE THE BREACH. Such remedy will be available to Customer only if Customer reports the breach to USE within 60 days after discovery of the breach and during the performance of the Services for emergency response Services, or, in the case of other Services no later than one (1) year after completion of the Service in question.
- b. After Final Completion of the Services, USE will not be responsible for the performance of any further remedial action, removal actions or cleanup of hazardous waste or hazardous substances at the site that the Customer may be ordered, directed or required to perform by any governmental authority, unless such action is necessary as a direct result of USE's failure to perform this Contract, or its recklessness or intentional misconduct in the performance of the Services.
- c. Unless otherwise warranted, response activities provided by USE will be for the purpose of minimizing, to the extent practicable, the environmental damage and health and safety risks of spills or releases of petroleum or other hazardous substances. As such the released oil or hazardous substance involved may not be eliminated from the Site by response activities. USE DOES NOT WARRANT, BY THE TERMS OF THIS AGREEMENT OR BY UNDERTAKING A RESPONSE TO SPILLED OIL OR HAZARDOUS SUBSTANCE PURSUANT TO THIS AGREEMENT, THAT SUCH RESPONSE WILL RENDER THE SITE SAFE FOR ANY FORM OF HUMAN ACTIVITY OR IN COMPLIANCE WITH ANY STATE, LOCAL OR FEDERAL LAW. UNDER NO CIRCUMSTANCES SHALL USE BE LIABLE OR RESPONSIBLE FOR ANY PRE-EXISTING CONTAMINATION OR CONDITIONS.

22. SEVERABILITY: If any provision of this Agreement is determined to be unenforceable or invalid, then that provision is to be either (i) modified to the minimum extent necessary to reflect the Parties' original intention and make it enforceable if permitted by law; or (ii) disregarded if modification is not permitted by law. The remainder of this Agreement will remain binding and effective against all Parties.

23. LAW AND JURISDICTION: This Agreement and the rights and obligations of the parties is to be governed by the laws of the State or Commonwealth in which the Services are to be performed. Any suit, action or proceeding brought by any party is to be commenced exclusively in the appropriate state court situated in the county nearest to USE's office that contracted for the Services, and each party submits to the exclusive jurisdiction of such court. The parties waive any right to trial by jury with respect to any claim, counterclaim or action arising from the terms of this agreement.

24. ASSIGNMENT: USE may, without the prior consent of Customer, delegate, the performance of the Services. However, any delegation by USE shall not operate to relieve USE of its responsibilities hereunder. Customer may not assign any rights or remedies hereunder without the prior written consent of USE.

25. SUSPENSION OR TERMINATION: USE may suspend or terminate the Services or this Agreement at any time in the event of (i) failure of Customer to timely pay amounts due, or (ii) breach by Customer of any provision of this Agreement. Customer shall be responsible for all charges incurred by USE as a result of such termination or suspension, in addition to charges for Services performed hereunder. The term of this Agreement will continue from the date it is fully executed until the completion of the Services or earlier termination by either party on at least three (3) business days prior written notice. All Services performed by USE prior to the effective date of termination is to be deemed to have been performed during the term of this Agreement. In the event of a termination by Customer, USE is to be paid by Customer, in accordance with the provisions for payments, for all Services performed up to the notice of termination date.

26. NOTICE OF CLAIM: As a condition precedent to the commencement of any action or special proceeding against USE, Customer shall provide USE with a written notice of claim specifying the grounds upon which the claim will be based. In addition, such notice must: (a) reasonably identify the contract; (b) identify the date, duration, and nature of any breach or default, actual or suspected, including the nature of any damage, injury, and/or loss; and (c) estimate or state the damage amount and how it was calculated. After such notice of claim is served and prior to the commencement of any action or special proceeding against USE, Customer will give USE two (2) business days in which to correct or diligently commence and pursue correction or cure of such breach or default described in the notice of claim. Customer's payment for services rendered after such notice is given is to be interpreted as and mean that Customer is satisfied with USE's services.

27. LITIGATION AND COLLECTION COSTS:

- a. In the event either Party initiates a claim or legal action concerning issues arising out of the performance or nonperformance of this Agreement against the other, the non-prevailing party will pay the prevailing party's expenses of litigation, including reasonable attorneys' fees.
- b. In the event either party fails to promptly pay the other's invoiced costs and expenses, the non-prevailing party agrees to pay the prevailing party's reasonable collection expenses, including attorneys' fees. This provision shall have no applicability or binding effect if such legal action or proceeding is resolved by means of settlement.
- c. In the event of any dispute involving Customer or the subject matter of the Services in which USE is either not a named party or not at fault. Customer shall pay USE for any reasonable attorneys' fees, legal expenses and other costs incurred or time spent in responding, defending or participating in such litigation, including costs and time of USE or its personnel when called or subpoenaed for depositions, examinations, appearances or document production.

28. REIMBURSABLE EXPENSES: Customer shall reimburse USE at total cost for those expenses outside of the scope of the proposed Services and/or this Agreement, together with any subsequent Change Orders. Such expenses and fees will appear on USE's invoice(s) to Customer. If the services covered by this Agreement are subject to local, state or federal taxes, fees or surcharges, such additional costs will be charged to Customer. Mobilization and demobilization expenses incurred as a result of work stoppages exceeding 3 days not directly caused by USE will be charged to Customer.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and shall supersede all prior negotiations, understandings and writings whether oral or written between the parties relating to the subject matter of this Agreement. There are no oral agreements in connection with this Agreement.

**NORTHCOAST ENVIRONMENTAL CONSTRUCTION
INC.**

PO Box 5898
Eureka, CA 95503 US
707-442-2032
ncenvironmental@yahoo.com

Estimate

ADDRESS
McKinleyville Community Services Dist.

ESTIMATE #	DATE	
1061	05/06/2020	

DESCRIPTION	QTY	RATE	AMOUNT
Pialorsi Ranch 1300 Anderson Ave. McKinleyville, CA Demolition - Milking Barn, PCB clean-up Price includes: permits, loose paint removal, demolition of building, concrete floor and foundation, materials, equipment, trucking, labor, disposal fee for building demolition. PCB Transportation and Bulk Disposal Fees: End dump transportation per load \$6,000. Bulk disposal, per ton \$131.00 For contaminated waste: Transportation to Beatty, NV \$937.00 Disposal per cubic yard box \$1187.00 Disposal per 55 gallon drum \$450.00	1	43,202.00	43,202.00
TOTAL			\$43,202.00

Accepted By

Accepted Date

McKinleyville Community Services District

BOARD OF DIRECTORS

September 2, 2020

TYPE OF ITEM: **ACTION**

ITEM: E.2 **Consider Approval of Professional Services Agreement with GHD to Perform Phase 3c of the Mainline Replacement and Rehabilitation Master Plan**

PRESENTED BY: **Patrick Kaspari, General Manager**

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends that Board review the information provided, discuss, take public comment and authorize the General Manager to execute the amendment to the existing Professional Services Agreement with GHD to provide services to perform Phase 3c of the Mainline Replacement and Rehabilitation Master Plan, **Attachment 1**, not to exceed \$71,500 with a 10% (\$7,150) contingency totaling \$78,650.

Discussion:

At the July 2019 meeting, the Board reviewed and approved Phase 3a of the Master Plan which focused on refining the phasing of the Capital Improvement Plan based on the assessment of the water distribution and wastewater collection system piping. Phase 3b, which consisted of the physical sampling of the water and sewer pipe was approved at the March 2020 Board Meeting. Phase 3b has been completed and the report submitted, and the Phase 3c work will build off the Phase 1, 2 & 3a & b Master Planning efforts.

The Phase 3a&b Master Planning efforts consisted of physical assessment of portions of the system in order to develop an opinion regarding the present-day fitness of the pipelines and the corollary of anticipated remaining reliable service life. This physical sampling found internal degradation of the smaller diameter (6-inch and smaller) Asbestos Cement (AC) pipe, which resulted in the loss of over 50% of the pipe strength. Given these findings, the scope for Phase 3c will consist of performing a risk analysis and reassessing the replacement schedule for the Master Planning effort. This work would be performed according to the provisions of the existing Professional Services Agreement (Agreement No. 2017-02) between MCSD and GHD. The proposal for Phase 3c from GHD is outlined below and in more detail in **Attachment 1**.

Task 1: Develop Risk Framework

Task 2: Apply Risk Framework to Sewer & Water Systems

Task 3: Prepare Opinion of Probably Cost for Construction

Task 4: Risk Assessment and Replacement Prioritization Report

It is anticipated that upon the completion of the Phase 3c effort, a detailed schedule for the water and sewer pipeline will be completed, with the priorities of portions of the system to be replaced first, second, etc. detailed on a map. The Phase 3c Scope also includes an analysis of whether it will be more cost effective for the District to replace sections of the system with our Staff, or to contract the entire work to construction contractors.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

This expenditure was identified in the Capital Improvement Plan and approved in the FY20-21 Budget. The agreement is for an amount not to exceed \$71,500. Staff would request a 10% (\$7,150) contingency totaling \$78,650. This work will be performed as an amendment to the existing Professional Services Agreement and per the scope outlined in **Attachment 1**.

Environmental Requirements:

Not necessary during this phase.

Exhibits/Attachments:

- Attachment 1 – GHD Scope Phase 3c, Water & Sewer Mainline Replacement & Rehabilitation Master Plans



August 20, 2020

Patrick Kaspari
General Manager
James Henry
Operations Director
McKinleyville Community Services District
P. O. Box 2037
1656 Sutter Rd
McKinleyville, CA 95519

**Re: Scope Phase 3c
Water & Sewer Mainline Replacement & Rehabilitation Master Plans**

Dear Mr. Henry,

The Phase 3 Master Planning work is focused on the assessment related to developing an Engineer's opinion of present-day pipeline condition within the water and sewer systems and determining prioritization of pipe replacement. This phase will be used to further refine the proposed schedule and extent of the District's future pipeline replacement. The scope includes assessment of the water main under the Mad River as well as the other ductile iron (DI) and asbestos cement (AC) pipe in the water system. It also includes the assessment of the AC and DI pipe in the sewer collection system. Phase 3a included desktop analysis related to quantification of pipeline performance based on environment, material, coating (if applicable), and time of exposure; development of a soil sampling plan; and soil sampling, laboratory analysis for corrosion parameters, and assessment of the soil sample results. Phase 3b included the development of a destructive and non-destructive test plan for the pipe, the collection and analysis of pipe samples, the non-destructive assessment of segments of pipe, and the preparation of a Fitness for Continued Service Technical Memo. The Technical Memo details the analysis and reporting of the destructive and non-destructive sample results and provides recommendations on necessary adjustments to the Master Plan schedule and priorities for pipeline replacement, including separating assets into two categories of prioritization. Phase 3c will build off of phases 3a and 3b, which provide insight into physical condition and likelihood of failure, and will integrate the consequence of pipe failure in order to assess and prioritize projects based on risk.

PROJECT UNDERSTANDING

This phase of work will build off the Phase 1, 2 & 3 Master Planning efforts. Phase 1 identified critical projects for the water distribution and the sanitary sewer systems while Phase 2 prioritized the projects and further defined replacement methodologies and opinions of probable cost. Projects were prioritized based on diameter, beginning with largest to smallest. Phase 3 further refines project prioritization based on physical condition, likelihood of failure, consequence of failure, and risk.

The findings and conclusions from the Phase 3b assessment found that internal degradation, not external degradation as previously assumed, is the limiting factor in asbestos cement pipe fitness for continued service. Additionally, the crushing strength of the three samples varied significantly and relates, as

expected, to pipeline wall thickness which increases as pipe diameter increases. For ductile iron pipe, internal lining degradation was identified. UT measurement of pipe wall thickness identified substantial remaining wall thickness and minor loss of wall thickness.

Based on the laboratory findings, the Phase 3b Letter Report recommended the following:

1. Asbestos Cement Pipe: A multi-criteria risk model is recommended. The quantification of consequence of failure should be applied to both Category 1 and Category 2 piping, as classified in phase 3b. The remaining useful service life, and inversely the time-based phasing of replacement, of asbestos cement pipe throughout the greater MCSD service area, may be prioritized according to the risk of failure. The existing diameter based replacement schedule presented in phase 2 of the master plan for AC pipeline may be refined so that prioritization is made based on risk posed by a specific pipelines failure.
2. Ductile Iron Pipe: Based on the time in service of the ductile iron pipe, 48 years at the time of this memorandum, additional engineered measures for external corrosion control of ductile iron pipe are not presently recommended. Repair or remediation of lining and internal surfaces should be investigated and lining repair work initiated prior to widespread lining failure.

The scope of Phase 3c Tasks are outlined below and will build off these recommendations.

PROJECT TEAM

GHD has assembled an experienced project team in order to provide core expertise for each scoped task. Additionally, this team has a proven-track record of working together to provide highly successful results for clients locally and nationally for similar risk-based project prioritization. GHD has prepared a QA/QC approach that leverages senior staff to provide Quality Assurance and facilitate technical reviews for project deliverables. Typical QA/QC workflow for the project will involve interim QC reviews that are coordinated with the Project Manager and Technical Lead, followed by QA review.

MCSD

Project Director: Patrick Kaspari
General Manager
T: (707)839-3251 C: (707) 599-5123 E: pkaspari@mckinleyvillecsd.com

Project Manager: James G. Henry
Operations Director
jhenry@mckinleyvillecsd.com
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SCOPE OF WORK

Project Management

GHD is committed to maintaining frequent and timely communication with the District throughout the duration of the project. Project Management is not listed as a unique project Task item but will be conducted throughout the project duration and as a part of each project phase. The project will commence with an internal team kick-off meeting and ongoing Quality Control and Quality Assurance. GHD will be responsible for the following items:

Task 1 – Develop Risk Framework

In order to determine which assets need to be addressed sooner than others, GHD will perform a risk assessment that brings together likelihood of failure and consequence of failure of an asset to determine the assets overall risk. Business Risk Exposure (BRE) is the product of an assets likelihood of failure and consequence of failure. The likelihood of failure component of the risk assessment is a function of asset condition, which incorporates physical mortality (physical life), levels of service (service life; efficiency), and capacity (capacity life) related issues. A consequence of failure model will be used for a data-driven assessment, which are common for buried infrastructure. The risk assessment is fit-for-purpose and will assist MCSD in prioritization of replacement of the sewer collection and water distribution systems. This framework is based on the US EPA Asset Management Framework.

GHD will leverage the results of phase 3b Fitness for Continued Service Technical Memo, pipe material and pipe age to determine the likelihood of failure. Results indicate that for asbestos cement pipe, smaller diameter pipes lose wall thickness at a greater rate than larger diameter pipes which will factor in to the assets likelihood of failure. The consequence of a pipes failure will be determined by performing a near-analysis for all pipes in the sewer collection and water distribution systems. Each asset is scored against multiple criteria organized around the triple bottom line categories: Social, Financial, and Environmental/Regulatory. Data inputs typically include: customers affected; proximity to roads, buildings, environmentally sensitive areas, and utilities; repair costs; depth of pipe; and zoning or land use. This task will commence with a Risk Framework Review Meeting to gather input from MCSD and the development of the risk framework, including scoring criteria, and data collection.

Deliverables Task 1

Task 1 deliverables include:

- Risk Scoring Matrix and Data Availability Summary
- One Risk Framework Review Meeting

Task 2 – Apply Risk Framework to Sewer Collection and Water Distribution Systems

GHD will apply the framework developed in Task 1 by inputting the data and consequence of failure scoring criteria into the risk model. The risk model will be applied to the sewer collection and water distribution systems, including asbestos cement and ductile iron pipes in both Category 1 and Category 2 as determined in phase 3b. The Risk model will generate likelihood of failure and consequence of failure scores using spatial analysis to determine proximity to sensitive habitat, critical customers, or areas that are difficult to access for repairs, etc. Risk scores will be calculated as the product of the likelihood of failure and consequence of failure. GHD will use the risk score for each asset to evaluate the water distribution and sewer collection system by prioritizing asset replacement based on the risk scores.

Deliverables Task 2

GHD shall submit preliminary risk score results in KMZ file format (viewable in Google Earth) for the District to review and provide comment on.

Task 3 – Prepare Opinion of Probable Cost (Contracting vs. In-House)

This task will include the preparation of opinions of probable cost for replacement of 4-, 6-, 8-, 10-, 12-, and 18-inch asbestos cement and ductile iron pipelines in MCSD's water distribution and sewer collection systems. Opinions of probable cost will be prepared for similar scope assuming: 1) MCSD will contract the work and 2) MCSD will perform the work in-house. Performing the work in house will involve purchasing equipment and hiring staff. Opinions of probable cost will include soft costs that the District will incur performing the work in-house including staff benefits, liability, etc. These costs will be prepared to compare the cost-effectiveness of the two approaches. GHD will provide a recommendation to MCSD based on the cost comparison that will be included in the Letter Report outlined in Task 4.

GHD has included 40 hours effort to prepare opinions of probable cost for the following four scenarios:

- Collection System Repair (Contracting)
- Collection System Repair (In-House)
- Water Distribution System Repair (Contracting)
- Water Distribution System Repair (In-House)

Task 4–Risk Assessment and Replacement Prioritization Report

Following the data collection and risk modelling, GHD will analyze, tabulate and summarize the risk assessment framework and analysis results in a Risk Assessment and Replacement Prioritization Letter Report. This will include description of how Phase 1 and Phase 2 capacity failure results and Phase 3 testing results were used in determination of likelihood of failure scoring. Risk model input attributes will be summarized. Recommendation will then be provided for the pipe replacement prioritization throughout the District's pipeline footprint. Recommendations will be an update to the existing priority established for pipeline replacement in the Water and Sewer Master Plans. . Twenty-four hours of GIS Analyst time has been included in the scope of work for this Task for updating the figures. However, the exact level of effort required to update the figures is unknown at this time. GHD will submit a revised scope and budget for this Task if any additional effort beyond the 24-hours is required.

Deliverables Task 4

GHD shall submit a Draft Letter Report detailing the risk framework, assessment results, replacement prioritization recommendations, and construction approach (contracting vs in-house) recommendations in Word and PDF format for District review and comment. Opinions of probable cost prepared as part of Task 3 and will be included as attachments to the Letter Report. GHD will incorporate District comments and submit two (2) hardcopies and one (1) electronic copy in pdf format of the Final Risk Assessment and Replacement Prioritization Letter Report. GHD shall incorporate the letter report into the final Collection System Master Plan and Water Main Master Plan. GHD shall submit two (2) hardcopies and one (1) electronic copy in pdf format of the Final Collection System Master Plan and Water Main Master Plan.

ASSUMPTIONS

GHD will develop and apply one risk framework for evaluation of both the collection system and water distribution systems.

GHD will use best publicly available information and GIS shapefiles of the following data for use in the spatial analysis of the risk model:

- Water bodies (wetlands, rivers, open water, etc)
- Building footprints (or aerial imagery)
- Utilities (storm drain, for example)
- Average MCSD leak/pipe break repair costs for 4-, 6-, 8-,10-, 12-, and 18-inch lines
- County Zoning/land use
- Critical facilities (hospitals, fire stations, schools, etc)

In the case of repair costs, MCSD supplied average repair costs or GHD database may be used.

SCHEDULE

The following is the anticipated schedule.

TASK	PLANNED TASK INITIATION DATE	TARGET COMPLETION DATE
1. Develop Risk Framework	September 2020	October 31, 2020
2. Apply Risk Framework	November 2020	January 2021
3. Prepare Opinion of Probable Cost	November 2020	January 2021
4. Technical Memorandum	February 2021	March 2021

PHASE 3c FEE ESTIMATE

This work will be performed in accordance with the existing contract terms and conditions of the District Professional Services Agreement and for GHD's standard labor rates in place during the performance of the work. The estimated fee by Task is listed below. The authorized Task Order amount of \$71,500 may be redistributed as-needed between the listed Tasks.

Task 1 – Develop Risk Framework	\$18,000
Task 2 – Apply Risk Framework	\$25,000
Task 3 – Prepare Opinion of Probable Cost	\$10,000
Task 4 – Technical Memorandum	\$18,500
PHASE 3c TOTAL COST	\$71,500

GHD appreciates the opportunity to work with the District and provide risk assessment and asset management services for project prioritization. We believe that the scope presented will serve the District well and provide a prioritized capital improvement and rehabilitation plan; however, GHD is open to meeting with MCSD to discuss the scope of work, level of effort, cost, and deliverables that will best serve the District. Should you have any questions or comments, please do not hesitate to contact us directly.

Respectfully submitted,

GHD Inc.



Gage Muckleroy, PE, BCEE
Executive Advisor, Asset Management



Patrick Sullivan, P.E.
Senior Civil Engineer, Project Manager

McKinleyville Community Services District

BOARD OF DIRECTORS

September 2, 2020

TYPE OF ITEM: **ACTION**

ITEM: E.3 **Consider Approval of a Temporary 50% Reduction in Facility Use Fees for the McKinleyville Senior Center at Azalea Hall**

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

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends the Board review the information provided, take public comment, and approve a temporary 50% reduction in facility use fees for the McKinleyville Senior Center at Azalea Hall.

Discussion:

The McKinleyville Senior Center (MSC) has requested a 50% reduction in facility fees due to the closure of the Senior Center and Azalea Hall because of the COVID-19 pandemic. The MSC has paid fees in full through June 2020. If granted, the 50% reduction would be retroactive to April 2020, as that was the first full month for which the MSC was not able to use Azalea Hall.

The MSC's current Facility Use Agreement states a monthly fee of \$572.00 to cover utilities and janitorial supplies, 50% of that fee is \$286. If the fee reduction is approved, the amounts paid for April, May and June in excess of \$286 will go toward the payments for July, August and September. The fee reduction will only be in effect while the MSC is unable to meet and use Azalea Hall for programs and services due to the COVID-19 pandemic and the County Public Health Dept.'s restrictions on social gatherings.

An Amendment to the Agreement can be reviewed in **Attachment 1**. The changes to be executed by the Amendment are as follows, shown in track changes:

Section 16. Compensation

16.01. ~~MSC shall pay to DISTRICT an amount, agreed upon by both parties, of \$572.00 month, for utilities and janitorial supplies as provided in Section 4.~~ **MSC shall pay to DISTRICT an amount, agreed upon by both parties, of \$286.00 per month, so long as the facility is closed for use by the community due to the social restrictions imposed by the State of California and the Count of Humboldt as a result of the COVID-19 Pandemic. The fees paid will be for utilities and janitorial supplies as provided in Section 4, that are necessary for the ongoing maintenance of**

the facility even while it is not in use and while the MSC has equipment, and other items remaining within the facility. Upon rescission of the State and County COVID meeting restrictions, the monthly usage fee will return to the agreed upon \$572.00 per month. The utility and janitorial supplies charge may be adjusted by DISTRICT, on an annual basis, in consultation with MSC.

Additional facility uses will be billed according to the non-profit hourly rate for that facility.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

Reduction of monthly revenue for Azalea Hall of \$286 per month. While Azalea Hall has been closed and used only by MCSD staff, utility costs have decreased by 33% and supply costs have decreased by 24%.

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Amendment to the Azalea Hall-Senior Center Management Services and Usage Agreement

First Amendment to the
2020 Azalea Hall-Senior Center Management Services and Usage Agreement

This First Amendment to the Management Services and Usage Agreement entered into on March 4, 2020, by and between the THE MCKINLEYVILLE SENIOR CENTER, a non-profit corporation of the State of California, hereinafter called MSC, and MCKINLEYVILLE COMMUNITY SERVICES DISTRICT (MCSD), a special district of the County of Humboldt, State of California, hereinafter called DISTRICT, is entered into this 2nd Day of September, 2020.

WHEREAS, the parties entered into an Agreement for the use of the premises at 1620 Pickett Road, McKinleyville for the purpose Senior Center activities; and

WHEREAS, MSC and DISTRICT desire to amend the terms of the Agreement until the social restrictions due to the COVID-19 Pandemic imposed by the State and Humboldt County are lifted; and

WHEREAS, MSC and DISTRICT desire to reduce the rent by 50% temporarily while Azalea Hall is closed to the community;

NOW, THEREFORE, it is mutually agreed as follows:

1. Section 16.01, Compensation Amount for Azalea shall be amended to read as follows:

16.01. MSC shall pay to DISTRICT an amount, agreed upon by both parties, of \$286.00 per month, so long as the facility is closed for use by the community due to the social restrictions imposed by the State of California and the Count of Humboldt as a result of the COVID-19 Pandemic. The fees paid will be for utilities and janitorial supplies as provided in Section 4, that are necessary for the ongoing maintenance of the facility even while it is not in use and while the MSC has equipment, and other items remaining within the facility. Upon recension of the State and County COVID meeting restrictions, the monthly usage fee will return to the agreed upon \$572.00 per month. The utility and janitorial supplies charge may be adjusted by DISTRICT, on an annual basis, in consultation with MSC.

Additional facility uses will be billed according to the non-profit hourly rate for that facility.

2. In all other respects the Agreement between the parties entered into on March 4, 2020, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease dated March 4, 2020, on the date indicated above.

First Amendment to the
2020 Azalea Hall-Senior Center Management Services and Usage Agreement

McKinleyville Community Services District

McKinleyville Senior Center

By: _____

By: _____

Mary Burke, President
MCSD Board of Directors

Chairman, MSC Board of Directors

Date: _____

Date: _____

Attest:

By: _____

April Sousa, Secretary to the Board of Directors

McKinleyville Community Services District

BOARD OF DIRECTORS

September 2, 2020

TYPE OF ITEM: **INFORMATIONAL**

ITEM: E.4 **Presentation from Jason & Wendi Orlandi Regarding BMX Track Development Proposal for the Washington Ave. and School Rd. Property.**

PRESENTED BY: **Lesley Frisbee, Recreation Director; Jason Orlandi, Wendi Orlandi and Charlie Caldwell of Humboldt Skatepark Collective**

TYPE OF ACTION: **None**

Recommendation:

Staff recommends that the Board receive the presentation (see **Attachment 1**), review the information provided, air questions, take public comment and provide feedback to staff and presenters regarding what the Board needs and wants in order to support a future request for a Right of Entry Agreement between MCSD and the Humboldt Skatepark Collective for the Washington Ave./School Rd. District owned property for the purpose of developing a BMX track.

Discussion:

Wendi and Jason Orlandi approached District staff in July 2019 to discuss the possibility of getting a BMX track developed in McKinleyville. Since then the Orlandi's have met regularly with the Recreation Advisory Committee and have taken steps to:

- create a concept design for the track at Washington Ave. and School Rd.
- get public input through a public input meeting and surveys
- determine county requirements for development of the property

A public input meeting was held in December 2019 at which approximately 25 community members participated in providing input on the concept. The majority of those present were residents within the neighborhoods adjacent to the proposed track location at Washington Ave. and School Rd.

While this is a project driven by community resident interest, the Humboldt Skatepark Collective has agreed to serve as the non-profit organization representing the project and as such will serve as fiscal agent for the purposes of fundraising and grant-writing.

Alternatives:

Take Action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Power Point Presentation for BMX



1

What is the difference between a pump track and a BMX track?

A pump track is a circuit of rollers, banked turns, and features designed to be ridden completely by “pumping”(generating momentum by up and down body movements) instead of pedaling or pushing.



They are usually paved, low maintenance, and more like a public playground.

BMX racing is bicycle racing where riders compete on specifically-designed, one-lap dirt track. It features rollers, berms, and jumps before riders cross the finish line.



2




3



4

STEM in schools



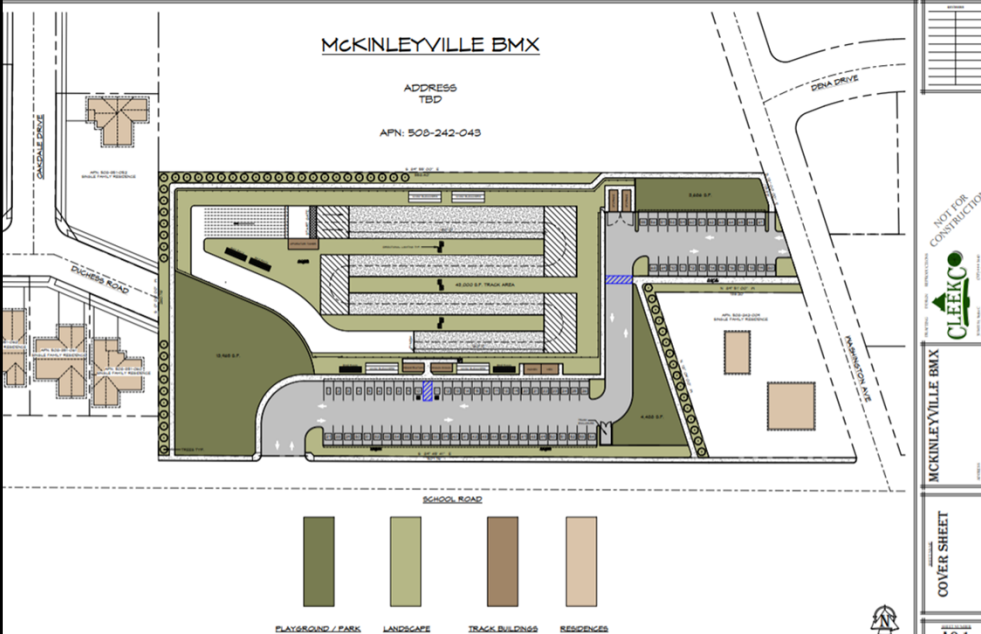
USA BMX has come up with a STEM program for schools. It is being used in more than 400 schools right now. The STEM program uses real life bike related content including designing tracks, gear ratios, and challenge questions such as “How long would it take to visit every track in the United States? Find the shortest route.”

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MCKINLEYVILLE BMX

ADDRESS
TBD

APN: 508-242-043



SCHOOL ROAD

PLAYGROUND / PARK LANDSCAPE TRACK BUILDINGS RESIDENCES

NOT FOR CONSTRUCTION
CLEKCO
MCKINLEYVILLE BMX
COVER SHEET
A0.1

6

	Description	Quantity	Unit	Unit Price	Total
Site Preparation					
	Site Clearing and Grubbing	47,120	s.f.	\$0.45	\$21,204
	Rough Grading	47,120	s.f.	\$0.35	\$16,492
Earthwork					
	Finish grading	47,120	s.f.	\$0.10	\$4,712
	Fill/Base Material	1000	c.y.	\$8.50	\$8,500
Irrigation/Water					
	2" Irrigation Line	1280	l.f.	\$3.00	\$3,840
	Quick Couplers with boxes	6	e.a.	\$250.00	\$1,500
Fencing					
	4' High Chain Link Fencing	1,786	l.f.	\$10.00	\$17,860
	4' High Chain Double Gate	6	e.a.	\$450.00	\$2,700
Concrete					
	8' Start Hill-Entrance Ramps/Landings/Wheel Trough/Ann. Platform	900	s.f.	\$8.00	\$7,200
Electrical					
	2"Conduit Sleeve-Gate Electric/Air Hose	300	l.f.	\$15.00	\$4,500
	120V Power Outlets-Outdoor with Cover	6	ea.	\$450.00	\$2,700
	220V Power Outlets-Outdoor with Cover	2	ea.	\$450.00	\$900
Equipment					
	Air Compressor	1	ea.	\$750.00	\$750.00
	Strong Box	1	ea.	\$2,000.00	\$2,000.00
	8 Man Square Gate	1	ea.	\$10,000.00	\$10,000.00
Estimate of Proable Construction Cost					\$104,858.00

7

CONSTRUCTION PROJECT TIMELINE 2020-2021

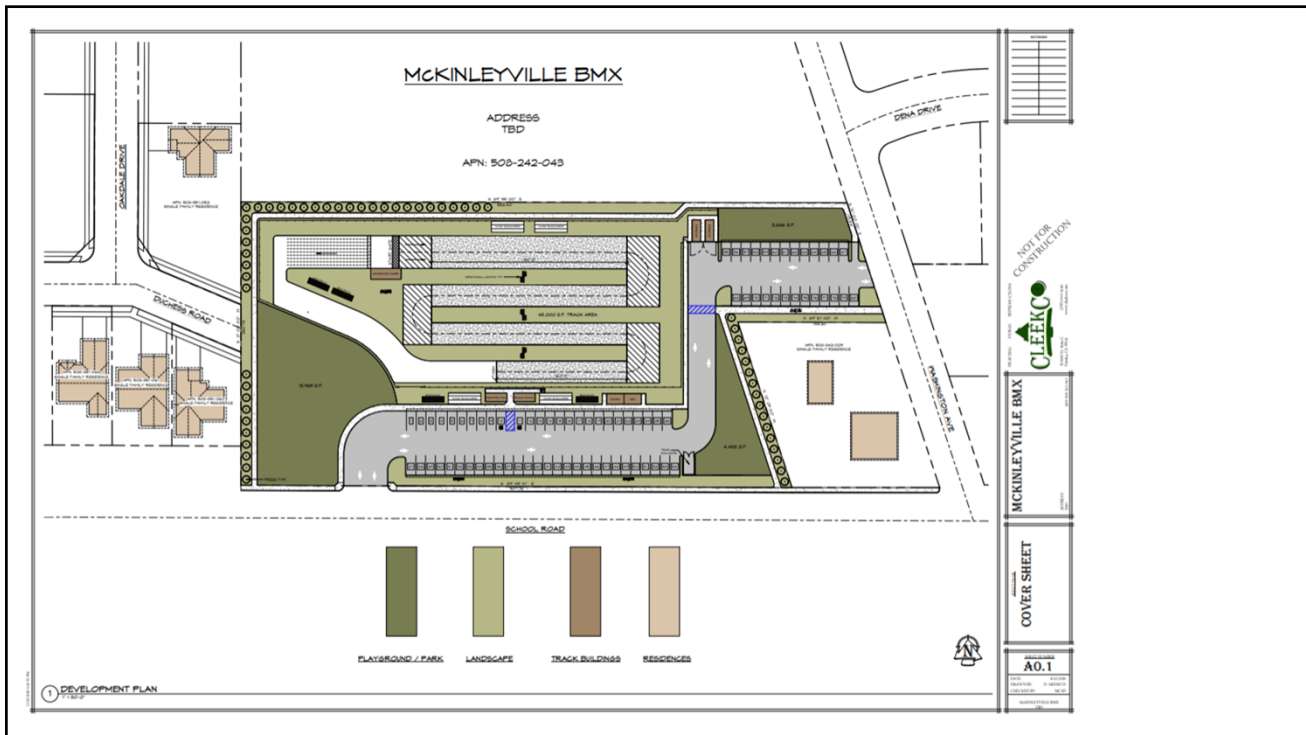
TASK NAME	DURATION (IN DAYS)	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21
PLANNING AND PERMITTING														
GRADING PLAN	14													
DRAINAGE & UTILITY PLAN	14													
BUILDING PERMITTING														
REGISTRATION	120													
TOWER	120													
SNACK SHACK	120													
RESTROOMS	120													
ON-SITE TASKS														
TREE/STUMP REMOVAL	7													
GRADING	21													
DRAINS AND DRAIN ROCK	4													
FABRIC AND FILL	2													
STUB WATER	2													
STUB ELECTRICAL	2													
DEMO SIDEWALK (ENTRY)	2													
BUILD TRACK	14													
PAVE START HILL	1													
INSTALL GATE	3													
INSTALL FENCING	7													
POUR SLABS FOR BUILDINGS	3													
FRAMING	7													
ROOFING	4													
SIDING/DOORS/WINDOWS	12													
ROUGH PLUMBING	4													
ROUGH ELECTRICAL	4													
INSTALL MIC. AND SPEAKER SYSTEM	2													
INSULATION	1													
DRYWALL/WALL FINISHES	14													
INTERIOR PAINTING	4													
EXTERIOR PAINTING	4													
FINISH PLUMBING & ELECTRICAL	4													

WE CAN START RACING AT THIS POINT

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Calculator Box	January	February	March	April	May	June	July	August	September	October	November	December	Totals
Practice													
Estimated Practice Reg/Event	25	25	25	25	25	25	25	25	25	25	25	25	300
# Practice events	3	3	3	3	3	3	3	3	3	3	3	3	36
Total Reg. per month	75	75	75	75	75	75	75	75	75	75	75	75	900
Races													
Estimated Race Reg/Event	50	50	50	50	50	50	50	50	50	50	50	50	600
# Race Events	6	6	6	6	6	6	6	6	6	6	6	6	72
Total Reg. per month	300	300	300	300	300	300	300	300	300	300	300	300	3600
Clinics													
Estimated Reg/Event													0
# Events													0
Total Reg. per month	0	0	0	0	0	0	0	0	0	0	0	0	0
Food & Beverage													
Total Reg. per month	375	375	375	375	375	375	375	375	375	375	375	375	4500
Other Income													
Rentals Per Month													0
Rental Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pro-Shop Impressions													0
Pro-Shop Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gross Income													
Practice income	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 1,800
Race Income	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 36,000
Clinic income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Food & Beverage Income	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 9,000
Other Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sponsorship Income													
Total Income	\$ 3,900	\$ 3,900	\$ 3,900	\$ 3,900	\$ 3,900	\$ 3,900	\$ 3,900	\$ 3,900	\$ 3,900	\$ 3,900	\$ 3,900	\$ 3,900	\$ 46,800
Expenses													
ABA Practice Insurance Fees	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (75.00)	\$ (900.00)
ABA Race Sanction Fees	\$ (150.00)	\$ (150.00)	\$ (150.00)	\$ (150.00)	\$ (150.00)	\$ (150.00)	\$ (150.00)	\$ (150.00)	\$ (150.00)	\$ (150.00)	\$ (150.00)	\$ (150.00)	\$ (1,800.00)
ABA Clinic Insurance Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ABA Rental Insurance Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
F&B CDGS	\$ (375.00)	\$ (375.00)	\$ (375.00)	\$ (375.00)	\$ (375.00)	\$ (375.00)	\$ (375.00)	\$ (375.00)	\$ (375.00)	\$ (375.00)	\$ (375.00)	\$ (375.00)	\$ (4,500.00)
Staff Entries	\$ (300.00)	\$ (300.00)	\$ (300.00)	\$ (300.00)	\$ (300.00)	\$ (300.00)	\$ (300.00)	\$ (300.00)	\$ (300.00)	\$ (300.00)	\$ (300.00)	\$ (300.00)	\$ (3,600.00)
ABA Race Insurance	\$ (300.00)	\$ (300.00)	\$ (300.00)	\$ (300.00)	\$ (300.00)	\$ (300.00)	\$ (300.00)	\$ (300.00)	\$ (300.00)	\$ (300.00)	\$ (300.00)	\$ (300.00)	\$ (3,600.00)
Trophies	\$ (750)	\$ (750)	\$ (750)	\$ (750)	\$ (750)	\$ (750)	\$ (750)	\$ (750)	\$ (750)	\$ (750)	\$ (750)	\$ (750)	\$ (9,000)
Marketing	\$ (390)	\$ (390)	\$ (390)	\$ (390)	\$ (390)	\$ (390)	\$ (390)	\$ (390)	\$ (390)	\$ (390)	\$ (390)	\$ (390)	\$ (4,680)
Track Maintenance	\$ (390)	\$ (390)	\$ (390)	\$ (390)	\$ (390)	\$ (390)	\$ (390)	\$ (390)	\$ (390)	\$ (390)	\$ (390)	\$ (390)	\$ (4,680)
Misc. Office Expenses	\$ (200)	\$ (200)	\$ (200)	\$ (200)	\$ (200)	\$ (200)	\$ (200)	\$ (200)	\$ (200)	\$ (200)	\$ (200)	\$ (200)	\$ (2,400)
Total Expenses	\$ (2,930)	\$ (2,930)	\$ (2,930)	\$ (2,930)	\$ (2,930)	\$ (2,930)	\$ (2,930)	\$ (2,930)	\$ (2,930)	\$ (2,930)	\$ (2,930)	\$ (2,930)	\$ (35,160)
Gross Income before overhead	\$ 970	\$ 970	\$ 970	\$ 970	\$ 970	\$ 970	\$ 970	\$ 970	\$ 970	\$ 970	\$ 970	\$ 970	\$ 11,640
Rent													
Fixed Rent													\$ -
Registration %													\$ -
Total Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less Utilities													\$ -
Net Income	\$ 970	\$ 970	\$ 970	\$ 970	\$ 970	\$ 970	\$ 970	\$ 970	\$ 970	\$ 970	\$ 970	\$ 970	\$ 11,640

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McKinleyville Community Services District

BOARD OF DIRECTORS

September 2, 2020

TYPE OF ITEM: **INFORMATIONAL**

ITEM: E.5 **Annual Review and Discussion of 2019-2024 Strategic Plan**

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

TYPE OF ACTION: **None**

Recommendation:

Staff recommends that the Board review the proposed staff revisions to the Strategic Plan (**Attachment 1**), discuss, make recommendations, and take public comment. No action will be taken at this time as this item will return for approval at the October 7, 2020 Board Meeting.

Discussion:

The McKinleyville Community Services Districts Strategic Plan was approved September 4, 2019. As a part of the process, the Strategic Plan is reviewed by Staff and the Board annually to reflect continued progress that MCSD makes with projects, finances, and improvement programs. This plan is foundational to the District's long-term financial health and stability yet provides annual reviews to stay grounded in the current and mid-term needs of the community we serve. The Strategic Plan will continue to be presented to the Board annually for approval.

Tonight, we encourage the Board to review the material and bring any revisions or comments to the meeting for discussion. The Board is invited to ask for clarification on Staff suggested revisions and comments if needed prior to the meeting.

Alternatives:

Take Action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Strategic Plan 2019-2024 – Red Lined Staff Revisions

Strategic Plan

2019-2024

McKinleyville Community
Services District

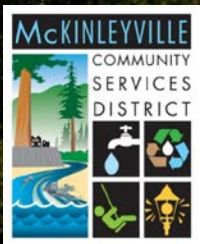


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 - History 1
 - Services 1
- Mission, Vision & Values 2**
 - Mission 2
 - Vision 2
 - Values 3
- Goals & Objectives 5**
- Plan Review, Revisions & Reporting 6**

- APPENDIX A: Progress Reports A-1**

Plan Revisions

Date	Description of Change
<u>September 2, 2020</u>	<u>Change of due dates and direction of action in some cases.</u>

Introduction

Purpose

This Strategic Plan (Plan) exists to empower the McKinleyville Community Services District (District) to accomplish its mission by providing vision and specific objectives for the next five years.

The Plan was updated in July 2019 by the District's Board of Directors and staff with the understanding that it is a living document that will be reviewed regularly and revised as needed to better serve the District and the McKinleyville community. The Plan was purposefully fashioned as a succinct, workable document so that it can be easily used to:

- Measure District success
- Generate focused work plans
- Adopt comprehensive, goal-oriented budgets
- Communicate District values and direction to the community

History

The McKinleyville Community Services District created on April 7, 1970 when McKinleyville's voters voted 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.

Services

The District boundary encompasses 12,140 acres ranging from North Bank Road on the south to Patrick's Creek on the north and has over 5,300 active water services and 4,470 active sewer connections. The District is an independent, special district governed by a five member Board of Directors. The District provides the following services:

- Water
- Wastewater
- Street Lights
- Open Space
- Parks & Recreation
- Library Services

Mission, Vision & Values

Mission

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

Vision

The District is an engaged, collaborative and responsible public agency that is committed to enhancing and preserving McKinleyville's quality of life through the implementation of clear and forward thinking policies and plans for service provision within its scope of power.

The District has established the following visionary goals for the next five years:

- 1 The Parks & Recreation Department has developed and implemented an effective strategy that will close the gap between revenues and expenses, allowing for the long term sustainability of the department.
- 2 The District is prepared for a major natural disaster and the public is educated and aware of MCSD's role in response to a major natural disaster.
- 3 The District will know the number of building permits allocated by the county within the District AND will know the impact accommodating allocated permits will have on District capacity.
- 4 The District will have an effective strategic partnership plan in place.
- 5 The District will have acquired the property for a community forest and will have a plan for sustainable management of said property.

Mission, Vision & Values

Values

The Board of Directors has collectively established the following core values, along with the defining traits, culture and actions.

INTEGRITY

- Definition - Truthfulness; Saying what you mean and doing what you say.
- Culture - Trustworthy performance; Incorruptible.
- Actions - Communicate using non-discriminatory language; Provide clear and factually accurate information to public, staff and fellow board members; Make decisions transparently; Form opinions/make judgments based on facts, not assumptions.

RESPONSIBILITY

- Definition - Dependable and accountable; Doing what is necessary in the best possible way and with the best possible intentions.
- Culture - Accepting all consequences, both good and bad; Adaptive Management.
- Actions - Follow through with commitments and follow up to evaluate results and outcomes; Give full attention to listening to public, staff and/or fellow board members during discussion and comment periods; Accept ownership of decisions and all results/outcomes/consequences of decisions; do not engage in blaming or making excuses; Focus decision making to that which serves the best interest of McKinleyville residents within the powers of the MCSD (water, sewer, streetlights, parks & rec and library powers).

FAMILY

- Definition - Group/Unit that is not always chosen, connected by commonalities and shared experience with defined roles.
- Culture - Efficiency, lightheartedness, respect, listening (open eared), care for members, forgiveness, and understanding with respected leadership.
- Actions - Listen to HEAR, not to REPLY; focus listening until person stops talking and THEN formulate your reply; Do not engage in gossip; Remain mindful and considerate of commonalities between self and others when engaging in challenging dialogue; Volunteer in the community; Express gratitude, regularly and often; Develop a shared vision and goal that we work to achieve together.

Mission, Vision & Values

Values Cont.

FAIRNESS

- Definition - Decisions based on rules, facts and circumstances.
- Culture - Consideration given to all facets in a consistent manner.
- Actions - Clearly communicate criteria for fairness in decisions; Judge according to facts; leave out emotion, 'shoulds', judgements and assumptions; Listen and give due consideration to all sides of an issue with an open mind before forming opinions or making judgements and decisions; Give equitable and consistent consideration to issues and options when making decisions.

Goals & Objectives

GOAL 1						
ACTION DESCRIPTION	PARTY / DEPT RESPONSIBLE	BEGIN DATE	DUE DATE	RESOURCES REQUIRED (staff, tech, etc.)	HAZARD FORECAST	DESIRED OUTCOME
Plan and Implement an annual "Spirits & Appetizers" Event as a fundraiser in Coordination with a local non-profit	Rec. Director	7/1/2019	2/28/2020 TBD	Willing & interested non-profit; Volunteers; Vendors; Activity & Teen Ctrs	No interested and willing non-profit; competing events;	Raise minimum of \$10,000 in first year
Add 2-3 revenue generating classes/programs to annual offerings	Rec. Coordinators	7/1/2019	6/30/2023	Facility space; available staff/instructors; supplies and/or technology depending on program	No interest in classes; will not generate revenue exceeding the cost of offering;	Increase dept. revenue by \$5k-\$10k
Implement a comprehensive marketing plan	Rec. Director	6/15/2019	6/30/2020 12/31/2020	Staff time; money to invest in marketing strategies	Lack of resources to invest in marketing; possibility of not getting return on investment of marketing.	Increase facility revenue by \$8k-\$15k
Survey community to determine feasibility of increasing Measure B Assessment amount	GM & Rec. Director	7/1/2021	12/31/2021	Consultant/contractor to implement survey and write report	Lack of resources to hire consultants; community does not support increase.	Increase is feasible; know amount of feasible increase based on community support
Implement process for re-assessment of Measure B at higher rate	GM & Rec. Director	1/1/2022	11/10/2022	Consultant/contractor to implement process for reassessing measure B	Community does not support increase	Community supports reassessment and votes to increase in measure tax

Commented [AS1]: Due to COVID-19 unable to complete.

Commented [AS2]: 2019-20 new programs did not meet the goal of increasing revenue as desired - COVID-19

Commented [AS3]: Plan is developed, some parts of the plan are being implemented

Goals & Objectives

GOAL 2

The District is prepared for a major natural disaster and the public is educated and aware of MCSD's role in response to a major natural disaster.

ACTION DESCRIPTION	PARTY / DEPT RESPONSIBLE	BEGIN DATE	DUE DATE	RESOURCES REQUIRED (staff, tech, etc.)	HAZARD FORECAST	DESIRED OUTCOME
Plan and implement Public Education materials related to Disaster Preparedness and the District	EOP Team	8/1/2019	12/31/2019 12/31/20	Staff time; materials	Public does not participate; method of distributing materials does not reach whole community;	Disaster preparedness Education materials related the District's role and the roles of community members are available and distributed widely
Host 2-3 public workshops or trainings videos related to disaster preparedness specific to McKinleyville	EOP Team	1/2/2020	6/30/2022	Staff time; facility space; materials/resources	Public does not participate; Outreach/invitation methods not effective; lack of staff time	Workshops hosted and community feedback regarding increased knowledge evaluated
Create process for updating public. Outline all methods of putting information out to public.	EOP Team & Admin Staff	5/1/2020	12/31/2020	Staff Time	Lack of staff time; methods are not effective	Information campaign is ready to launch and surveys of public indicate an increase in awareness and knowledge

Commented [A54]: Brochure for public created, not distributed by original date

Commented [A55]: Suggested shift of action to creating short videos as opposed to hosting in person workshops.

Goals & Objectives

GOAL 3

The District will know the number of building permits allocated by the county within the District AND will know the impact accommodating allocated permits will have on District capacity.

ACTION DESCRIPTION	PARTY / DEPT RESPONSIBLE	BEGIN DATE	DUE DATE	RESOURCES REQUIRED (staff, tech, etc.)	HAZARD FORECAST	DESIRED OUTCOME
Create process by which county permit allocation information is shared with the District	GM	7/29/2019	12/31/2019 TBD	Staff time; County Staff time/participation	County does not cooperate	Process is effective and efficient for collecting the necessary data
Integrate County information into District's Hydraulic Flow Analysis	GIS Tech	1/1/2020	6/30/2020 TBD	Staff time; County zoning and building permit data; hydraulic analysis software; GIS software;	Inadequate data or format of data;	Integrated data allows analysis of zoning, planning and hydraulic capacity.
Determine or set annual date for providing this information to the MCSD Board of Directors	GM, GIS Tech and BOD	7/1/2020	8/31/2020 TBD	Staff time; Modeling analysis; coordination w/county	Lack of agreement between county and MCSD related to the outcome of the analysis.	An annual date is set and agreed upon by both county and MCSD

Commented [AS6]: Retiring GM started, was not completed by due date. New GM needs to review status before giving new date.

Commented [AS7]: dependent upon action step 1.

Commented [AS8]: dependent upon action step 1.

Goals & Objectives

GOAL 4

The District will have an effective strategic partnership plan in place.

ACTION DESCRIPTION	PARTY / DEPT RESPONSIBLE	BEGIN DATE	DUE DATE	RESOURCES REQUIRED (staff, tech, etc.)	HAZARD FORECAST	DESIRED OUTCOME
Create a comprehensive list of existing partnerships including projects in progress or completed through the partnership	GM & Dept. Heads	6/1/2021	6/30/2021	Staff time	Lack of staff time; lack of participating/willing partners	List serves as a resource for current and future work of the District
Create a comprehensive list of potential partnerships that have not yet been developed	GM & Dept. Heads, BOD	2/1/2022	3/32/2022 <u>3/31/2022</u>	Staff time	Lack of staff time; lack of participating/willing partners	List serves as a resource for current and future work of the District
Create a rubric for determining when to partner, with whom and for what	GM & Dept. Heads, BOD	7/1/2021	12/31/2021	Staff time	Lack of staff time	Rubric exists to guide partnership decisions
Outline the required steps and considerations for developing and implementing partnership agreements	GM & Dept. Heads	1/1/2022	6/30/2022	Staff time	Lack of staff time	Clear guidelines and expectations for staff to follow when developing partnerships and engaging in work with existing partners.
Create a rubric of criteria for measuring the effectiveness of a partnership	GM & Dept. Heads, BOD	7/1/2022	12/31/2022	Staff time	Lack of staff time	Rubric exists to measure effectiveness of partnership

Goals & Objectives

GOAL 5

The District will have acquired the property for a community forest and will have a plan for sustainable management of said property.

ACTION DESCRIPTION	PARTY / DEPT RESPONSIBLE	BEGIN DATE	DUE DATE	RESOURCES REQUIRED (staff, tech, etc.)	HAZARD FORECAST	DESIRED OUTCOME
Define amenities of Community Forest as desired by the community residents	GM, Rec. Dir & BOD	1/1/2019	12/31/2021	Staff time; public input; resources/materials	Lack of public participation	Parameters are defined for a Community Forest
Identify potential properties	GM & BOD	1/1/2022	12/31/2023	Staff time	Lack of available property	Potential properties are identified and available
Identify funding for acquisition of property	GM, Rec. Dir & BOD	7/1/2022	6/30/2024	Staff time	Lack of funding options; lack of public support for new taxes	Funding for acquisition obtained.
Identify Forest management strategies for identified properties	Forest Consultant	1/1/2023	12/31/2024	Resources to fund consultant; staff time	Lack of resources for consultant; lack of resources to support management strategies	Management strategies identified are feasible and funded.

Commented [A59]: No progress on defining the desired parameters have been made - no public inquiries or surveys have been done yet.

Plan Review, Revisions & Reporting

The District will review this Plan at least once annually to ensure that the Plan continues to be accurate and best serve the needs of the District. Plan revisions may be made at any time. All revisions must be approved by the Board of Directors. A record of revisions will be kept on the Table of Contents page.

At the end of each fiscal year, the General Manager will prepare a brief report for the Board of Directors summarizing the progress that has been made toward attaining the District's goals and objectives. Reports will be included in the Appendix of this Plan.

McKinleyville Community Services District

BOARD OF DIRECTORS

September 2, 2020

TYPE OF ITEM: **INFORMATIONAL**

ITEM: E.6 **Discussion regarding Digital Meeting Guidelines, Procedures, and Universal Technology Elements**

PRESENTED BY: **Patrick Kaspari, General Manager
April Sousa, Board Secretary**

TYPE OF ACTION: **Staff Direction**

Recommendation:

Staff recommends that the Board review the material provide, take public comment, and give feedback and Staff direction on guidelines for digital meetings, procedures of digital meetings, and universal technology elements

Discussion:

The Board has been conducting regular meetings in a virtual/digital context since April 1, 2020 due to COVID-19 and the relaxing of specific Brown Act requirements as laid out by Governor Newsom and Executive orders N-25-20 and N-29-20. What was initially supposed to be temporary has gone on for 6 months and is expected to continue, likely for a minimum of another 6 months.

Due to the continuing need to conduct meetings in the digital/virtual context for the foreseeable future, it is desired to formalize the procedures and guidelines for conducting such meetings. Formalization would be via edits and additions to the District's Board of Director's Policy Manual, May 1, 2019. The Board Manual would be edited with red lines and edits would be taken back to the Board for formal review and approval

Some suggested additions to the Policy Manual would be:

- Formalize the receipt and presentation of Public Comments for a remote meeting (e.g. cutoff date for emailed questions, reading/summarizing written correspondence, requiring Public to be muted and have video off unless addressing the Board, raise hand to speak, unmute phones during public comment period for each agenda item to ask them if they have questions, etc.).
- Formalize the Board procedures and actions during meeting, (e.g. ensure full Board Member name associated with video/phone number, audio off when not speaking, raise hand to ask question, appropriate decorum/dress/setup, etc.).

Staff is also prepared to enhance the virtual experience by conducting training session with Board members and/or add an information section to assist with information like:

- How to use the raise your hand feature
- Changing audio from computer audio to phone audio
- Zoom etiquette

Additionally, in order to have equity of technology on the Board, staff recommends purchasing 5 devices for Board use. The Board would be given one of these devices to use at board meetings. This will help ensure that all Board Members have adequate access to virtual meetings and assist staff in troubleshooting any computer problems. This will help ensure the board has access to a device that will promptly and easily connect to the zoom platform to minimize any connection issues and has adequate video and microphone capabilities for a smooth meeting experience. While these devices will be important for use during the digital meeting platform, they would also be helpful to transition to a fully digital board packet in the future, saving paper and copy costs.

Staff has completed a basic cost estimate on the purchase of 5 Laptops for Board use (**Attachment 1**). Due to processor speeds, size of display, and ease for use with meetings and other business items, Laptops have been assessed as the best option to meet the required demands of regular meeting use.

Alternatives:

Take No Action

Fiscal Analysis:

Total cost to the District for five laptops and anti-virus software is \$2,456.64. This cost would be split between the office supplies budget for all departments.

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Cost estimate for 5 computers for Board Use

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6 Items in cart



McAfee Total Protection Antivirus Software for 5 Devices (1-5 Users), Boxed (MTP00EST5RAA)

Item: 2762515 | Model:MTP00EST5RAA

- Delivery** (Delivered by **Monday, Aug 24**)
Next-Business-Day Shipping
- Pick up in store** (**Ready in 1 hour**)



HP 17-by3063st 17.3" Notebook, Intel i3, 8GB Memory, 128GB SSD + 1TB Hard Drive, Windows 10, Silver

Item: 24439845 | Model:9VV83UA#ABA

- Delivery** (Delivered by **Tuesday, Aug 25**)
- Pick up in store** (Arrives by **Tuesday, Aug 25**)

Add Protection Plan with Asurion starting at \$99.99




POWERED BY **asurion**

- Staples 2 Year Computer/Tablet Protection & Tech Help Plan \$300+ [Details](#)
- Staples 2 Year Computer/Tablet Accident Protection & Tech Help Plan \$300+ [Details](#)

Order Summary [hide details](#) ^

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Items (6)	\$2279.94
Coupons	-\$0.00
Subtotal	\$2279.94
Shipping	FREE
Estimated tax	\$176.70
Order Total	\$2456.64

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\$2249.95

[Details](#) \$99.99

300+ [Details](#) \$199.99

McKinleyville Community Services District

BOARD OF DIRECTORS

September 2, 2020

TYPE OF ITEM: **ACTION**

ITEM: E.7 **Discuss and Consider and Approval of Resolution 2020-22 Adopting the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the Mad River Floodplain and Public Access Enhancement Project, and Approving the Project based on Approval of Final Construction Funding**

PRESENTED BY: **Patrick Kaspari, General Manager**

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends that Board review the information, discuss, take public comment and approve Resolution 2020-22 which adopts the Mitigated Negative Declaration and the Mitigation Monitoring Reporting Program, and approves the Mad River Floodplain and Public Access Enhancement Project, based on Board approval of final construction funding requirements.

Discussion:

Background and Project Description

This project was initiated to address the decommissioning and reclamation of the Percolation Ponds that are used to discharge treated wastewater under the District's Wastewater Authority. The ponds will have to be taken out of service per an agreement with the Region 1 Water Quality Control Board. The District's 20 Year Facilities Plan proposed to backfill and replant the percolation ponds at a cost in excess of \$170,000. The origin of this project began in 2012 while MCSD staff conducted permitted county storm drain maintenance because of the flooding caused to our pasture lands. California Department of Fish and Wildlife was called with reports of wetlands being drained. A warden and environmental scientist from the Department contacted our Staff to inquire and requested a site visit. After they determined that the work being conducted was appropriate, conversations continued between CDF&W and District Staff about future use of the site and the planned decommissioning of the percolation ponds. The potential for the pond conversion to off stream habitat and grant funding opportunities were discussed that day then shelved for future consideration and were the basis for the development of the initial grant applications.

The Mad River Floodplain and Public Access Enhancement Project (Project) has four main objectives:

1. Permanent removal of wastewater infiltration ponds/percolation ponds, piping infrastructure, and the surrounding perimeter levee from the floodplain thereby re-establishing over four acres as riparian floodplain habitat;
2. Align habitat restoration objectives, specifically for overwintering juvenile Coho salmon, with MCSD's plan for decommissioning of the percolation ponds;
3. Enhance the public access amenities at a desirable coastal access location; and
4. Inform long-term property management decisions through a biofiltration study evaluating reclaimed wastewater irrigation and different vegetation types uptake rates.

Together, the combined project goal is to conduct an ecological restoration and public access project while also addressing the liability of the existing percolation ponds and researching a potentially new approach for the wastewater reclamation system using trees versus hay or a combination of both.

According to the State and Federal Departments of Fish & Wildlife, one of the highest priorities for coho salmon recovery actions includes the construction of off-channel and backwater ponds and alcoves. Protected and slow flowing side channels that fill during high flows provide some of the best over-wintering habitat in coho salmon streams (CDFW 2004). An increase in juvenile coho salmon rearing in the estuary and lower Mad River could result in increased survival and productivity of the population that spawns and rears in the river's tributaries (NMFS 2014). The proposed project will provide low velocity juvenile salmon habitat off the mainstem river in an attempt to assist in the recovery of the Mad River coho salmon population.

The proposed project will decommission and revegetate 4.25 acres of the existing percolation pond infrastructure in the floodplain by removing the surrounding levee and connecting the ponds to the active river channel. The depression that remains after decommissioning the percolation ponds will provide the opportunity to restore riparian, wetland, and open water habitat within the tidally influenced lower reach of the river.

The project will create 2.0 new acres of wetlands, 1.4 new acres of open water to be used as off-channel rearing refugia habitat by salmonids, and 0.5 new acres of riparian habitat (See Figure 7 in Attachment 1). In order to increase accessibility for juvenile fish and to avoid stranding them in the decommissioned pond footprint, the proposed project provides a channel (1,775 ft total length) that will connect the river to the pond. The channel and pond features are designed to resemble a remnant high flow channel or oxbow feature that provides high quality riparian habitat. These features are expected to evolve with time.

Off-channel winter refugia will be created by reconnecting of the river to the floodplain through the project area. Juvenile Coho and other salmonids and estuarine aquatic species use this shallow depth and low velocity habitat during high flow events. Large wood features will be built from salvaged alder or willow species that are disturbed during construction and will be used to create habitat features in the channel. The project's pools, backwater and high-water channels will be located under a mature riparian canopy that in turn supports the food web and provides better growth conditions for juvenile salmonids in preparation for outmigration. Any riparian areas disturbed in construction will be replanted. The intent is to allow the pond and channel to develop like natural features, and it is not the intent to require the District to actively manage and maintain these features.

A hydraulic model was developed by a registered engineer to assist in the design of the off-channel feature. This feature is in no way intended to be a flood-control feature, but it will likely reduce flood impacts by providing more space for a peak volume to spread out and greater roughness for it to flow through. There is no indication in the model that this feature will add any additional flows to the Mad River or impact downstream properties.

The Project's public access amenities will be constructed to comply with Americans with Disability Act (ADA) access from the paved School Road Trail to a new river overlook and multiple interpretive and bench resting sites. The existing dirt trail that drops into the floodplain will be graveled and supports a trail in the wildland interface. Public access trails and viewpoint overlooks will improve opportunities for nature study and wildlife viewing. Improved trails and viewpoints will provide a well-defined path for users that will reduce impacts from unplanned access routes that are currently well-used by the public within the Project area. A welcome kiosk will inform users of the intended uses, a map of the area, and rules and regulations for public access on the property. Interpretive materials will include information about the estuary and Wiyot tribal perspective on the landscape.

Previous Board Actions

This project has been presented to the Board at several meetings. Specific Board actions were taken in the following instances:

- September 3, 2014, Board Meeting – California Trout North Coast (CalTrout) presented two proposals to the Board that would negate the need to fill the Fischer Property percolation ponds and provide vital habitat for salmonid populations. At the Board Meeting, The Board authorized a letter, signed by President Couch, to be mailed to Douglas H. Bosco, Chairman of the California State Coastal Conservancy. The letter stated in part that: "This project is located on McKinleyville Community Services District (MCSD) property – the MCSD is in favor of the land use conversion to salmonid habitat restoration and public access trails." "The District strongly supports CalTrout's efforts to promote the recovery of our salmon and steelhead populations, and to provide planned recreational access to our coastal rivers and urge your favorable consideration of

this important project.” CalTrout was successful in obtaining this Coastal Conservancy grant and utilized it to partially fund preliminary design and permitting of the project.

- January 7, 2015 - A third component to the project consisting of a Biofiltration Study was presented to the Board. The Biofiltration Study consisted of the planting and assessment of irrigation water uptake by various species of trees. The Biofiltration Study had increased the cost of the original project, therefore additional grant funding was being sought by CalTrout with a new amount of \$200,000. The Board again authorized President Corbett to sign a letter of support for pursuit of this additional funding for the project. Again this grant funding application was successful, the additional funding obtained, and the Biofiltration Study completed.
- September 2, 2015 – The Board approved Resolution 2015-25 authorizing the submission of an application for Recreation Trails Program Grant funds for the design and construction of the trails associated with this project. These funds, if granted, would be used as matching funds for the Habitat Conservation Fund (HCF) grant award that MCSD received for the trails project. Unfortunately the Recreational Trails grant application was not successful, but the Habitat Conservation Fund grant was received by the District and will be used for the construction or a portion of the proposed trails.
- July 5, 2017 – The Board approved Resolution 2017-21 allowing a provisional Landowner Access Agreement between the District and CalTrout for the Mad River Floodplain Restoration and Public Access Project. The Access Agreement states in part: “Landowner hereby grants CalTrout, California State Coastal Conservancy, California Department of Fish and Wildlife and NOAA/NMFS representatives permission to enter onto real property owned by the Landowner to perform pre-project planning and all tasks necessary to complete the habitat restoration project.” This agreement was reviewed and approved by District Counsel and the Board.
- January 3, 2018 – The Board approved in concept and authorized the costs as approved by the GM of the Mad River Estuary EdVenture, a Humboldt County Office of Education Program that would utilize the ADA trail on the bluff developed as a part of the Mad River Floodplain Enhancement and Public Access project.

CEQA Process

An Initial Study and Mitigated Negative Declaration (IS/MND) was prepared detailing the Project components and potential environmental impacts as required by the California Environmental Quality Act (see Attachment 1). The IS/MND was circulated and filed with the State Clearing House (SCH# 2020039047) along with a Notice of Completion on March 16, 2020 (see Attachment 3). A Notice of Intent to Adopt was published in the Mad River Union on April 1, 2020 (see Attachment 2). Only one comment was received, and it was from the State Lands Commission (SLC) (see Attachment 4). The comment

letter stated the need for additional information to determine whether the Project was subject to the State's Sovereign Interest and whether a lease would have to be obtained from the SLC for the implementation of this Project. Preliminary communication with the SLC indicates SLC jurisdiction applies in part of the Project area and an application for a SLC lease is necessary to construct the Project. A lease application is being prepared on behalf of MCSD and will address the information requested by SLC in the IS/MND comment letter. An application fee will be paid for by CalTrout from the grant monies. The State Lands Lease in a one-time fee and will not necessitate ongoing fees from the District. The response to comment is provided as Attachment 5.

Additional Public comments were received after the 30-day comment period had ended. These comments were focused on the impacts to people living near the west end of School Road, adjacent to the Trails portion of the Project. One sample comment, which is similar to others, was received from Beryl Feldman and states in part:

"While I applaud a wheelchair accessible trail and parking for handicapped people as part of the School Road Trail (Humboldt County Planning Department Application No. 15879) my partner, neighbors, and I are fearful that the Trail Project will bring about increased vehicular traffic on our one block long, dead end, privately owned and maintained, dirt road just west of Ocean Avenue. Currently, we see close to twenty cars daily driving too fast on our road and using it as a turnaround for people who either ignore or fail to notice the large yellow "Dead End" and "No Turn Around" signs at the north west corner of School and Ocean. We request some creative mitigation to the traffic and anticipated parking problems resulting from the Project."

The District and CalTrout have been working with Humboldt County Public Works to address these comments. The proposed resolution being considered by the County is the construction of a turnaround at the end of School Road. The construction of such a turnaround would likely extend onto a small portion of District property, South of School Road. We continue to work with the County and when an approved design is drafted, we will bring this back to the Board and the Public for review.

CEQA also requires that "When adopting a mitigative negative declaration, the lead agency shall also adopt a program for reporting on or monitoring the changes which it has either required in the project or made a condition of approval to mitigate or avoid significant environmental effects" (15074(d)). Toward that end, a "Mitigation, Monitoring and Reporting Plan" (MMRP), CalTrout, June 23, 2020 was prepared and is included as Attachment 8. The MMRP details the mitigation measures contained in the MND and outlines and summarize how the measures will be monitored, who is responsible for performing or seeing the monitoring is performed, and the necessary reporting requirements. The Board will need to Adopt the MMRP as part of the CEQA process.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

This Project has been designed and will be constructed largely through public grant funds, largely obtained and administered by CalTrout. CalTrout secured grant funds in the amount of \$328,762 for design and planning grants and continues to take the lead on pursuing construction grant funding. The District obtained one grant, a Habitat Conservation Fund Grant, in the amount of \$40,000, that went to support a portion of the design with the balance to be used to fund a portion of the construction.

CalTrout is in the process of submitting grant applications for the final Design and Construction. Although the construction grant agreements have not been finalized, it appears that the Phase 2 construction grants detailed in Table 1 (Attachment 6) will be successful.

The Table 1, included as Attachment 6, details the total costs obtained in grants, funds MCSD will be required to match, and current and estimated total Project costs. It should be noted that the final design and construction costs, detailed under the Phase 2 rows, are estimates. Actual construction costs will not be known until the final design is completed and the project is let for bid. Of the estimated \$1,989,150 design, permitting, and construction costs, the District is expected to match only \$8,000 or 0.4%, the rest is grant or in-kind funding from other Stakeholders, including CalTrout.

The District's FY2020/21 budget included \$200,000 for this project based off the \$170,000 estimated cost for filling the percolation ponds. Any cost savings due to grants obtained by CalTrout for the implementation of this project will allow the District to implement other required capital improvement projects, ultimately saving Rate Payer charges.

As stated previously, the intent of the design of the off-channel habitat restoration is that the District will not have to actively maintain these features, but they will be allowed to develop naturally. As part of the permit process, there will be approximately two years where the revegetation will have to be monitored and areas possibly replanted. CalTrout is including the cost for these monitoring and replanting efforts in their grant applications. Short and long term maintenance costs to the District associated with the restoration portion of Project are anticipated to be negligible, on the order of the costs currently being expended on the maintenance of the existing percolation pond infrastructure.

The existing open space area associated with the Trail portions of the project are currently open spaces maintained by the District. The addition of the paved trails will necessitate mowing of the area adjacent to the trail. It is estimate that it will require 10 Staff hours a year to maintain this area at a cost of approximately \$500/year. The paved trails will be a new feature and will have to be resealed

approximately every 10 years at an estimated cost of \$5,000 or another \$500/year.

Environmental Requirements:

This is the CEQA document for the Project. Additional permits will be required for the implementation of the Project.

CEQA requires that the Board:

- Adopt the Mitigated Negative Declaration for the project,
- Adopt the Mitigation Monitoring and Reporting Plan for the Project, and
- Approve the Project.
- The District is then required to file a Notice of Determination with the County Recorder's office within five working days of the decision to approve a project.

All of these items are addressed in Attachment 7, Resolution 2020-22, and Approval of the Resolution will enact the required Adoptions and Approvals and Direct the General Manager to file the Notice of Determination.

Exhibits/Attachments:

- Attachment 1 – A portion of Mad River Floodplain and Public Access Enhancement Project Initial Study and Mitigated Negative Declaration State Clearinghouse Link to Full Document and comments:
<https://ceqanet.opr.ca.gov/2020039047/2>
- Attachment 2 – Proof of Publication
- Attachment 3 – Notice of Completion & Environmental Document Transmittal
- Attachment 4 – Comment Letters Received
- Attachment 5 – Response to Comments
- Attachment 6 – Total Project Cost Detail Table
- Attachment 7 – Resolution 2020-22
- Attachment 8 – Mitigation, Monitoring and Reporting Program
- Attachment 9 – Notice of Determination

Mad River Floodplain and Public Access Enhancement Project



Project Applicant/Prepared by:



March 11, 2020

Funding for this project has been provided in full or in part through an agreement with the California State Coastal Conservancy and the California Department of Fish and Wildlife.

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1 PROJECT INFORMATION

Project Title

Mad River Floodplain and Public Access Enhancement Project

Lead Agency

McKinleyville Community Services District

Project Applicant

McKinleyville Community Services District
PO Box 2037
1656 Sutter Road
McKinleyville, CA 95519

Land Ownership

MCSD: APN 508-021-006 and 508-021-007

McKinleyville Community Services District
PO Box 2037
1656 Sutter Road
McKinleyville, CA 95519

Pialorsi: APN 506-341-017

Dolores Pialorsi
1156 Moorpark St. Unit 103
Studio City, CA 91602

State Clearinghouse No.

#####

Project Location

40.99279, -124.1278 (Parcel center at percolation ponds)

Accessed via School Road west of Highway 101 in McKinleyville, California

General Plan Land Use Designation & Zoning

Community Plan: McKinleyville Community Area Plan

Total Parcel Acres: 159.64 Acres

Active Project Area: 9.3 Acres

	508-021-006	508-021-007	506-341-017
Property Owner	MCS D	MCS D	Pialorsi
Assessed Lot Size (Acres)	6.44	114.63	38.57
Land Use	Agricultural Exclusive (Public); Natural Resources	Agricultural Exclusive (Public); Natural Resources	Agricultural Exclusive (Public)
Zoning with Combining Zones	AE-60/F,R	AE-60/F,R	AE-60/F,R
Coastal Zone?	Yes	Yes	Yes
100-Year Flood Zone?	Yes	Yes	Yes
Agricultural Preserve?	No	No	No
Streamside Management Zone?	Yes	Yes	Yes

2 PROJECT LOCATION

The 9.3-acre project is located on property owned by the McKinleyville Community Services District (MCS D or Project Applicant), which is a public agency who oversees water, wastewater, streetlights, library, recreation, and open space within the community of McKinleyville in Humboldt County (Figure 1). The project area is known as the Fischer Ranch and provides service to the community. The floodplain enhancement portion of the project is a permitted wastewater reuse and discharge location. The public coastal access portion of the project is located in the upland area nearest School Road (Figure 2). The project area is located three miles upstream from the mouth of the Mad River, within the zone of tidal influence. Fischer Ranch encompasses bluff and floodplain topographic features. The project area is located within and adjacent to MCS D's permitted wastewater facility, which includes 4.3 acres of constructed percolation ponds (existing), and 95 acres of pasture for wastewater reuse operations, spray and flood irrigation.

The project site is located on the eastern side or right bank of the Mad River at the inside of a meander bend of the lower Mad River. The southern, upstream end of the project site is within a mature, intact riparian forest on the active floodplain. The project site continues downstream of the Mad River County Park Boat Ramp to the lee side of a riffle. A historical backwater channel remains as a depression in the forest floor and is inundated during high flows. The northern, downstream end of the project site is a bluff that rises above the floodplain and emerges at the edge of the community of McKinleyville (Figure 3).

The habitat restoration project area focal point is a pair of constructed percolation ponds that are leveed from the river's floods and ringed with cyclone fencing to prohibit public access. The ponds with emergent wetland vegetation maintain inundated water levels due to treated wastewater discharge and connectivity with the river. The levees surrounding the ponds range from 15 ft on the northern end to approximately 17 ft on the southern end. Adjacent floodplain areas range from around 10 ft in historic depressions and existing backwater areas to 14 ft elevation. The southern

pond is generally 10 ft elevation with a single linear ridge on the interior that is over 13 ft high. The northern pond ranges from around 5.5 ft elevation in dredged areas to 13 ft on elevated ridges that serve as islands when the pond is in use. Isolated willows provide habitat diversity within the ponds, particularly up on the elevated ridges. When the river banks overtop, water backwaters the low areas of the floodplain and stays ponded for a period as flow waters recede and standing waters infiltrate and evaporate.

The project area includes an existing storm water ditch that drains the large floodplain to the east through a ditch and water control gate that remains open through the winter season and is closed when MCSD is applying treated wastewater to their fields. The public access project features are located to the north of the storm water ditch where the slope rises to the elevated terrace at the edge of a residential neighborhood of McKinleyville. The project is limited to the south by a neighboring property and to the east by the large, floodplain used seasonally for MCSD's treated wastewater reclamation. School Road limits the northern project boundary, and the Mad River limits the western project boundary.

Photographs showing existing conditions of key project features are included in Figure 3 - Figure 5.



Figure 1. Project location map.

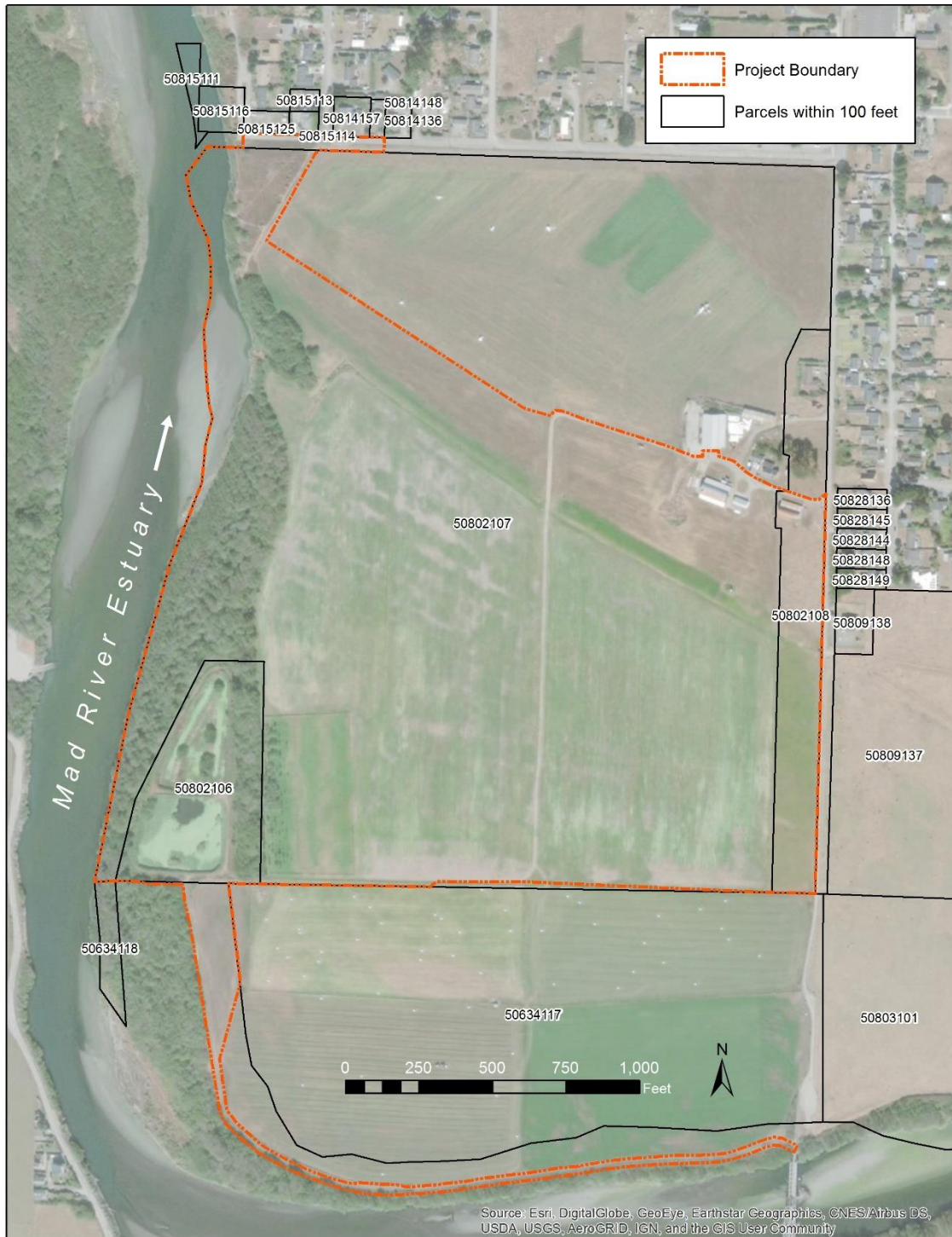


Figure 2. Project site map of existing conditions.

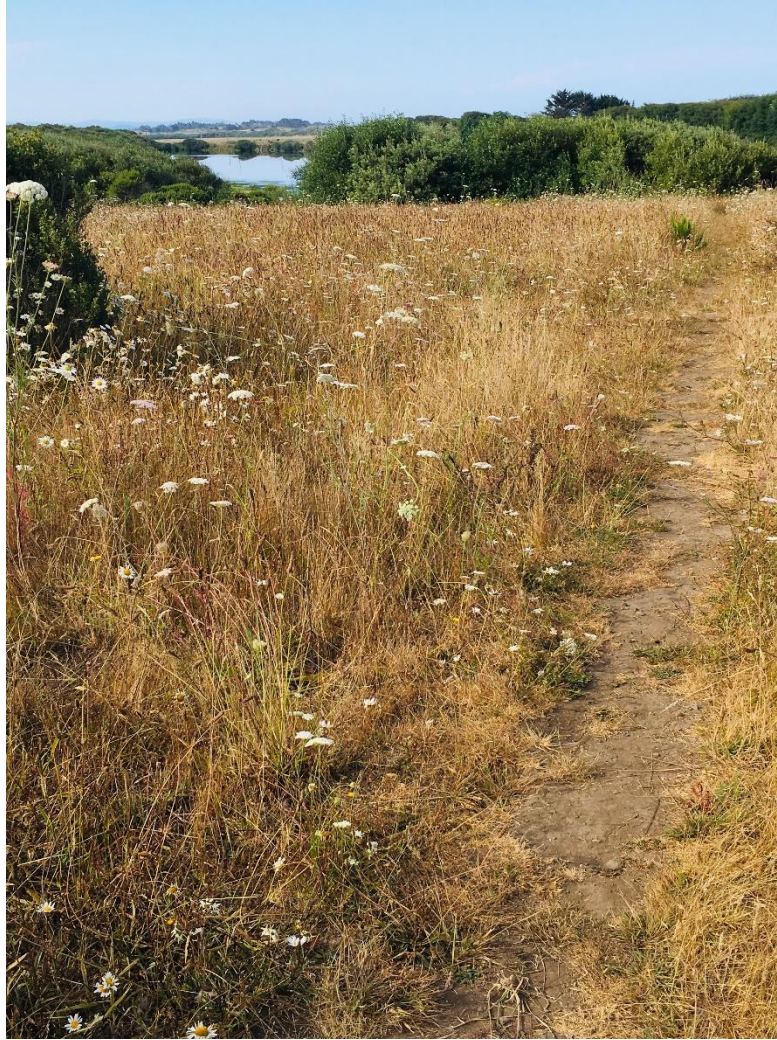


Figure 3. View from near School Road, looking south across the upland area where the ADA trail will be located.



Figure 4. The future alignment of a portion of the backwatered off-channel habitat complex.



Figure 5. Existing percolation ponds shown in use in March 2018. The berm (shown) between the two ponds will be removed through project construction.

3 PROJECT PURPOSE, GOALS, AND OBJECTIVES

The Mad River Floodplain Enhancement Project (Project, or proposed Project) includes two primary components – restoration of floodplain habitat to benefit fish and wildlife and public access improvements, including a nature study trail and viewing areas (Figure 6). Project designs are attached as Appendix A.

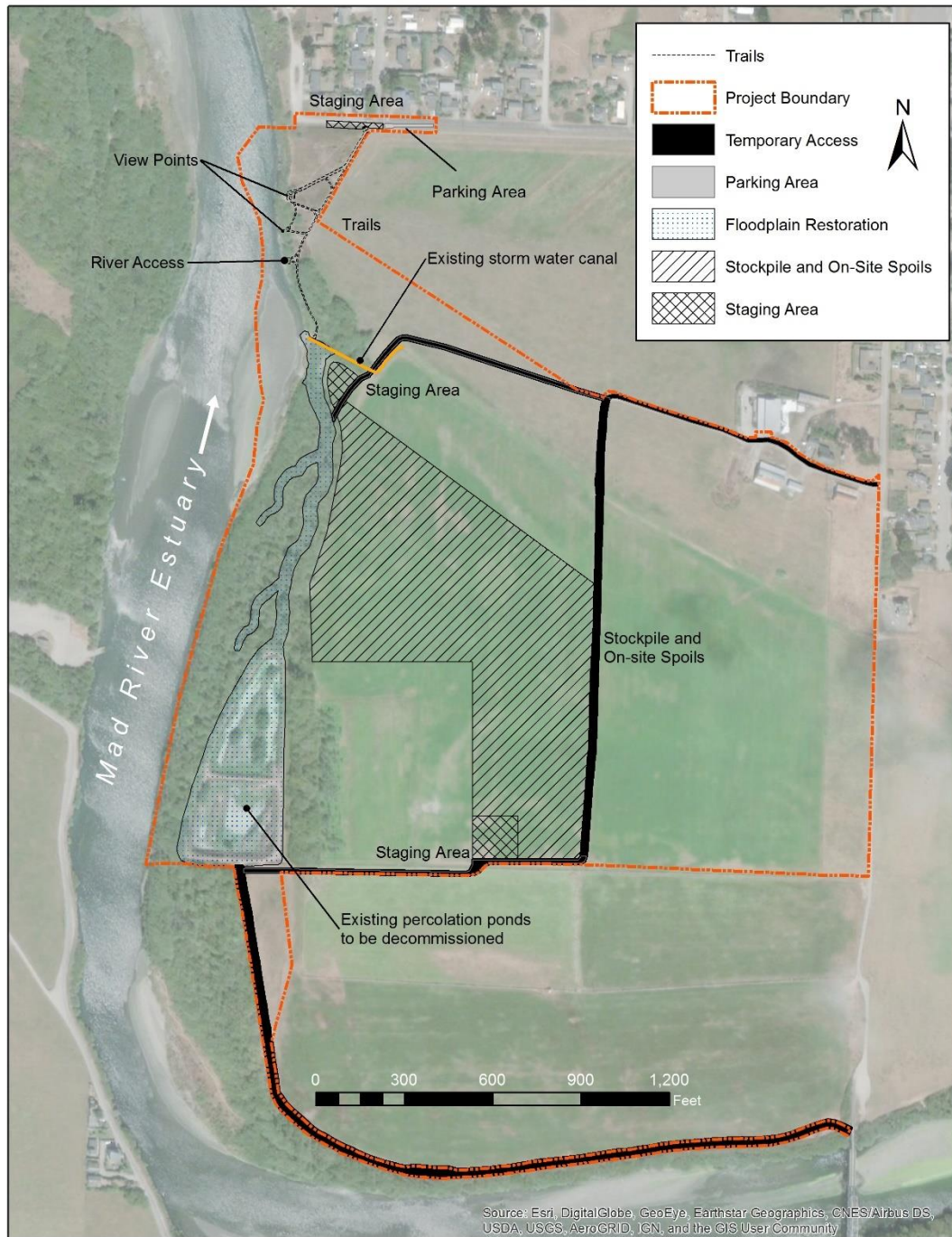


Figure 6. Project design overview. Activity areas total 9.3 acres. The area within the project boundary is 96.1 acres.

3.1 Consistency with Existing Plans

The enhancement project addresses a major limiting factor for recovery of listed salmonids as detailed in Federal Recovery Plans. The project will also provide backwater pool habitat for refugia and winter rearing, all high priority elements described in relevant recovery plans for the Mad River (NOAA 2014, NOAA 2016).

The public access amenity goals are in alignment with local and state plans, including the Humboldt County Trails Master Plan (Planwest 2010), MCSD's Recreation Master Plan (MCSD 2019), and the Humboldt County Coastal Trail Implementation Strategy (RCAA et al. 2011).

3.2 Habitat Enhancement Objectives

A primary objective of this project is to remove infrastructure in the floodplain, restore connection to the river, and provide backwater channels and thereby increase the quantity and quality of available salmonid habitat in the Mad River watershed. Region-wide overwintering habitat for juvenile Coho Salmon (*Oncorhynchus kisutch*) is considered a limiting factor in species recovery (NOAA 2014). The NOAA Southern Oregon/Northern California Coho Recovery Plan (2014) prioritizes restoration actions that will increase overwintering habitat for Coho Salmon juveniles. This project will increase the amount of off-channel habitat in the estuary that is available for overwintering state and federally threatened Southern Oregon Northern California Coast (SONCC) Coho Salmon, federally threatened California Coastal Chinook Salmon (*O. tshawytscha*), and federally threatened Northern California Steelhead (*O. mykiss*) with steelhead populations being supplemented by the Mad River Hatchery. Improvements in habitat quality and quantity may also benefit other sensitive aquatic species, including but not limited to Tidewater Goby (*Eucyclogobius newberryi*) and Longfin Smelt (*Spirinchus thaleichthys*). Similar restoration actions are outlined in the Multi-Species Recovery Plan (NOAA 2016).

The Mad River Coho Salmon population is recognized to have a high extinction risk, with key limiting stresses of altered sediment supply, lack of floodplain and channel structure, impaired water quality, and impaired estuary/mainstem function (NMFS 2014, Moyle 2017 [CalTrout's SOSII Report]). The Mad River is listed under Section 303(d) in the Clean Water Act as impaired with sediment, turbidity, and temperature, all of which are stressors to salmonid habitat and productivity. The highest priority Coho Salmon recovery actions include the construction of off-channel and backwater ponds and alcoves. Protected and slow flowing side channels that fill during high flows provide some of the best over-wintering habitat in Coho Salmon streams (CDFW 2004). An increase in juvenile Coho Salmon rearing in the estuary and lower Mad River could result in increased survival and productivity of the Mad River Coho population that spawns and rears in the river's tributaries (NMFS 2014).

The proposed project will:

1. Decommission and revegetate 4.25 acres of infrastructure in the floodplain. MCSD's decision to decommission the percolation ponds resulted in the opportunity to restore the area to native floodplain vegetation function.
 - a. Materials generated during decommissioning will be reused onsite where practicable through actions of resurfacing roads and placing sediment within MCSD's WWTF.
2. The depression that will remain after decommissioning the percolation ponds provides the opportunity to restore riparian, wetland, and open water habitat within the tidally influenced lower reach of the river. The project will create 2.0 new acres of wetlands, 1.4 new acres of open water to be used as off-channel rearing refugia habitat by salmonids, and 0.5 new acres of riparian habitat (Figure 7).

3. In order to increase accessibility for juvenile fish and to avoid stranding in the decommissioned pond footprint, the proposed project provides a channel (1,775 ft total length) that will connect the river to the pond. The channel and pond features are designed to resemble a remnant high flow channel or oxbow, features that provide high quality riparian habitat and are expected to change with time.
4. Off-channel winter refugia will be created by reconnecting of the river to the floodplain through the project area. Juvenile Coho and other salmonids use this shallow depth and low velocity habitat during high flow events. Large wood features will be built from salvaged alder or willow species that are disturbed during construction and will be used to create habitat features in the channel. The project's pools, backwater and high-water channels will be located under a mature riparian canopy that in turn supports the food web and provides better growth conditions for juvenile salmonids in preparation for outmigration. Any riparian areas disturbed in construction will be replanted.

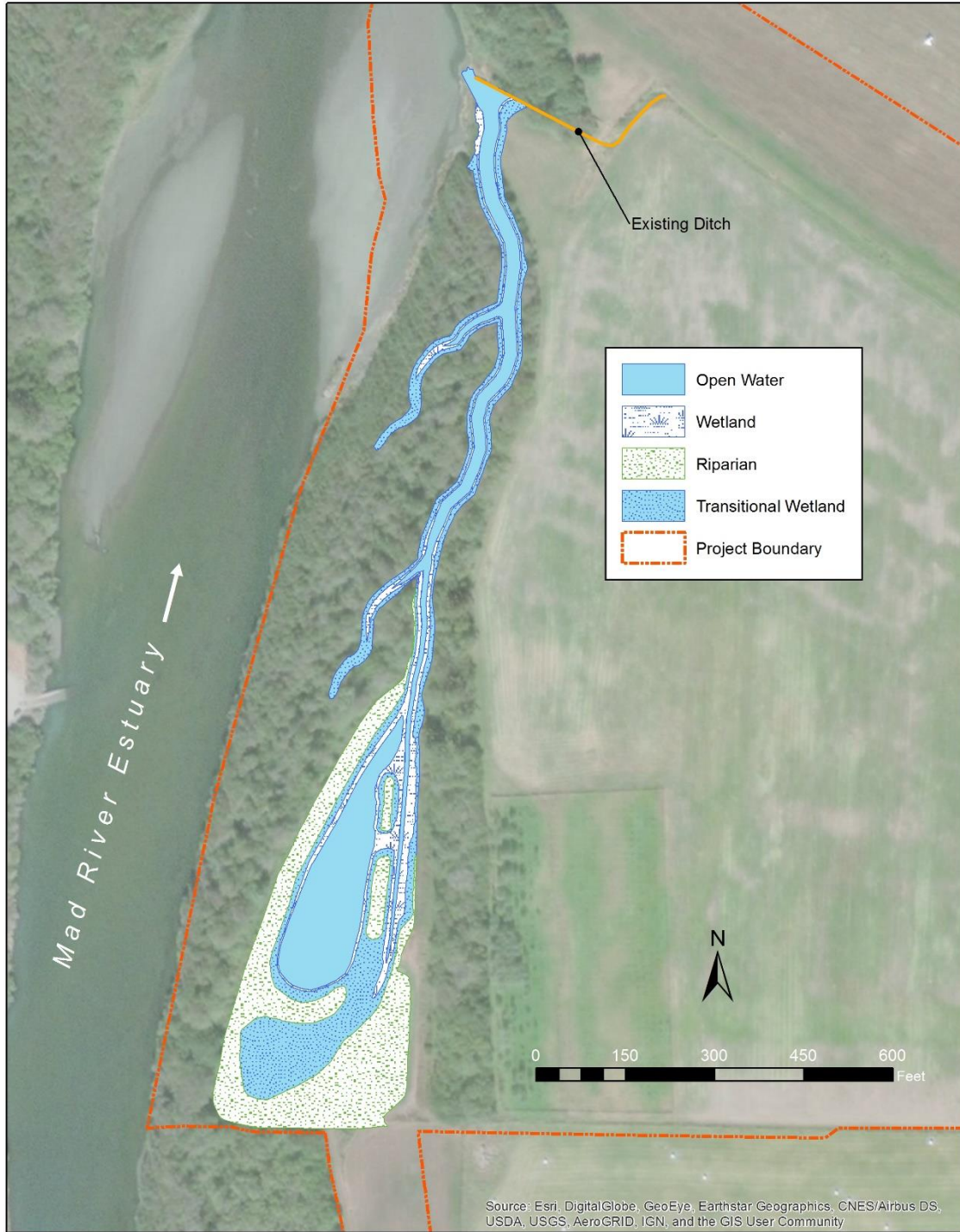


Figure 7. Post-implementation habitat enhancement overview.

3.3 Public Access Objectives

The project's public access amenities will be constructed to comply with Americans with Disability Act (ADA) access from the paved School Road Trail to a new river overlook, multiple interpretive and bench resting sites. A trail will leave the ADA access and drop into the floodplain to allow for river level access and a lightly developed river access feature. The existing informal trails will be upgraded to allow for safe and well-defined access routes that accommodate ADA users, confine use to a limited, controlled corridor to protect wildlife and riparian resources, and provide for access to the floodplain and river.

Increase opportunities for nature study: Public access trails and viewpoint overlooks will improve opportunities for nature study and wildlife viewing.

Create ADA coastal access: The Project will provide an improved trail network and ADA access to river and coastal habitats and viewscales.

Improve river access: A defined point of river access will improve recreational opportunities for fisherman (anglers), boaters, bird watchers, lightweight non-motorized water craft boaters, and other user groups.

Protect habitat: Improved trails and viewpoints will provide a well-defined path for users that will reduce impacts from unplanned access routes that are currently well-used by the public within the project area.

Install instructional and interpretative signage: A welcome kiosk will inform users of the intended uses, a map of the area, and rules and regulations for public access on the property. Interpretive materials will include information about the Wiyot tribal perspective on the landscape.

4 ENVIRONMENTAL SETTING

The enhancement project site is located on the eastern floodplain of the Mad River at the inside of a meander bend. A mature, intact riparian forest has developed on the river's right bank and active floodplain, lee side of a long riffle downstream of the Mad River County Park Boat Ramp. A historical backwater channel remains as a depression in the forest floor that is inundated during high flows and is often used as an undeveloped trail during dry periods. The project is within the tidally influenced lower reach of the Mad River.

The project focuses on a pair of constructed wastewater treatment percolation ponds that are leveed from the river's floods and ringed with cyclone fencing to prohibit access. The ponds with emergent wetland vegetation maintain inundated water levels due to treated wastewater discharge and connectivity with the river. The levees surrounding the ponds range from 15 ft on the northern end to approximately 17 ft on the southern end. Adjacent floodplain areas range from around 10 ft in historic depressions and existing backwater areas to 14 ft elevation. The southern pond is generally 10 ft elevation with a single linear ridge on the interior that is over 13 ft high. The northern pond ranges from around 5.5 ft elevation in dredged areas to 13 ft on elevated ridges that serve as islands when the pond is in use. Isolated willows provide habitat diversity within the ponds, particularly up on the elevated ridges. When the river banks overtop, the low areas of the floodplain are inundated and can stay ponded for a period as flow waters recede and standing waters infiltrate and evaporate.

Informal, unpaved trails and viewpoints are located north of the restoration features atop the bluff adjacent to the terminal end of School Road Trail. The bluff-top vegetation is representative of unmanaged pasture with grasses, shrubs, and smaller trees. The riverbanks are well vegetated with willow and other riparian species. The edge of the bluff and a portion of the riverbank has been stabilized by a bio-engineered vegetated rip rap project installed by Humboldt County in 2009.

4.1 Watershed

The Mad River drains approximately 497 square miles over a length of roughly 100 miles to the Pacific Ocean near the town of McKinleyville, north of Humboldt Bay. Watershed elevations range from 6,000 ft at the Coast Range headwaters in Trinity County to sea level at the mouth, approximately 6 miles north of Humboldt Bay. Matthews Dam impounds Ruth Lake at river mile (RM) 79, and a natural boulder falls barrier to anadromous salmonids is located on the mainstem river near Bug Creek at approximately RM 50. The project is located at approximately RM 2, within the Mad River estuary.

4.2 Existing Land Use and Ownership

The project area is owned by MCSD and a private landowner. The project is zoned Agricultural Exclusive (Public) and Natural Resources. The existing percolation ponds in the restoration area are currently used as part of MCSD's wastewater management facility. Informal, unmanaged unpaved trails currently exist in the riparian area along the river to the upper bluff area accessed via the School Road Trail.

MCSD Wastewater Management Facility

MCSD is an independent, special district formed in 1970. MCSD maintains and operates a Wastewater Management Facility (WWMF) that serves the community of McKinleyville. The WWMF discharges directly to the surface waters of the Mad River at the Hammond Bridge during a permitted discharge period (October 1 through May 14) regulated by a National Pollutant Discharge Elimination System (NPDES) permit governed by the California North Coast Regional Water Quality Control Board (RWQCB) that includes Waste Discharge Requirements (WDRs) for effluent treatment, discharge, and reclamation. The river discharge prohibition period is May 15 through September 30, when effluent is discharged to the percolation ponds and/or to land for reclamation. The percolation ponds were constructed on the active floodplain in 1983 and include two separate ponds that are annually alternated in use. At the time of construction, mitigation was implemented in a riparian zone south of the percolation ponds, which remains outside of the project boundary and will not be impacted through restoration activities.

4.3 Geology

The project site is located on the active floodplain and the bluff overlooking the downstream-most meander bend of the Mad River. To the south, the river bottoms, wide alluvium, and soil floodplain transition into Humboldt Bay. From the project site, the river flows two miles north to the Pacific Ocean between a long sand spit and marine terraces. The river mouth is transient along the sand spit; therefore, this distance is relative to when the mouth was located just south of Vista Point on Highway 101.

The Mad River Fault Zone (MRFZ) has been described in detail and mapped in geologic reports. The principal faults of the MRFZ are designated as the Fickle Hill, Mad River, McKinleyville, Blue Lake, and Trinidad faults (Carver 1985). The multi-strand Mad River fault offsets marine terraces along the coastline north of the project (Carver 1992). The remnant terrace that defines the southernmost lower plate of the Mad River fault is buried beneath the greater river floodplain associated with the project site (McCrary 1996, Carver et al. 1986). The public access features are located on the bluff and along the slope to the floodplain elevation. The change in slope from the bluff to the floodplain is the general location of the fault zone.

An R-2 slope stability investigation was completed (required by the Humboldt County Building Department) of the bluff area related to public access design features and found that public access features are feasible from a geotechnical standpoint (SHN 2019, Appendix B). Technical recommendations from the SHN R-2 slope stability report have been incorporated into design parameters for the public access features.

The project site is mapped in the *Geology of the Cape Mendocino, Eureka, Garberville and Southwestern Part of the Hayfork 30 X 60 Minute Quadrangles and Adjacent Offshore Area, Northern California* (McLaughlin et al. 2000). The river and floodplain are mapped as “undeformed marine shoreline and aolian deposits (Holocene and late Pleistocene), consisting of gravel and sand deposited in marine terraces, on benches and on dunes along present shorelines.” SHN Consulting Engineers and Geologists, Inc. prepared a *Final Foundation Report* for the Hammond Trail Pedestrian Bridge Replacement, which included a geologic cross-section interpretation of the river and floodplain subsurface in close proximity to the project site (SHN 2015). Subsurface data were collected from excavated machine borings to a depth of 80 ft on the floodplains and approximately 200 ft in the channel. Lithology was logged and geotechnical tests were performed on representative samples. Underlying the floodplain surface were Holocene alluvial deposits, measured to depths of approximately 75 ft. An approximately 40-foot thick defined silt/clay layer was mapped at a depth of approximately 30 ft below the floodplain surface on the north bank (SHN 2015). Holocene alluvium was underlain with late Pliocene to middle Pleistocene age Falor Formation sediments.

Soil lithology was documented when the groundwater wells were logged upon installation. Soil logs were attached in Appendix C. MW-27 was installed north of the ponds and levee into the ground surface at an elevation of approximately 10.5 ft. Less than a foot of sandy organic soil covered approximately 3 ft of silty sand (down to elevation of 7 ft) that overlays 15.5 ft of well graded sand with gravel (from elevation 7 ft down to -8.5 ft). Lean clay was observed 19 ft below ground surface (at -8.5 ft elevation). MW-28 was installed west of the ponds and levee in the ground surface at an elevation of approximately 13.5 ft. A thin layer of organic soil and sand covers approximately 2 ft of silty sand (down to an elevation of 11.5 ft), layered over approximately 2.5 ft of silty sand with gravel (down to an elevation of 9 ft), and approximately 3 ft of well graded sand with silt (to an elevation of 6 ft). Below these layered deposits is at least 12.5 ft of well graded gravel with sand (observed from and elevation of 6 ft to -6.5 ft). The lithology logs from these two wells provides some information about the floodplain foundation and the potential composition of native soils of in areas of excavation. For example, the backwater channel base near MW 27 was proposed to daylight at an elevation of 6 ft. It can be expected that the material at the base of the channel near the ponds would be composed of well graded sand with gravel.

4.4 Hydrology and Hydraulics

Hydrology

Annual peak flow data from the USGS Mad River near Arcata gaging station (No. 11481000) were analyzed with the USGS software PeakFQ (NHE 2017) to estimate flood recurrence intervals, including the 1.5-, 2-, 5-, 10-, 25-, 50- and 100-year flood events (Table 1).

Table 1. Peak Flow Estimates for Recurrence Intervals at USGS Gaging Station No. 11481000 (NHE 2017).

Recurrence Interval	PeakFQ Bulletin 17B Estimated Peak Discharge (cfs)
1.5-year	20,550
2-year	26,410
5-year	41,560
10-year	51,670

25-year	64,280
50-year	73,460
100-year	82,420

Two flood flow events with approximately 5-year recurrence intervals have occurred in the past 3 years on the lower Mad River. On January 17, 2016, a 43,100 cfs peak discharge was reported and on February 27, 2019, the peak discharge during a flood event was 39,300 cfs (provisional). The 2016 peak flow event occurred in the evening and the water surface elevation was measured as a calibration condition for the hydraulic models. The 2019 event occurred during the day and was observed. The entire off-channel habitat area was fully submerged, and flood flows extended east into the floodplain beyond the riparian corridor. The tops of the dikes surrounding the percolation ponds would not have overtopped, and the bluffs near School Road remained high above the flood water surface elevation.

Monitored river levels were compared to local tidal data at the NOAA Station ID 9418767 (North Spit) and Station ID 9419750 (Crescent City). In general, the Mad River tidal peaks and troughs were in sync with the North Spit tidal gage. Project reach river levels were controlled by the bed elevations at the river mouth, which periodically scours the bed during winter storms to form a sand bar in the ocean. The monitoring data displayed a transition in the river level control before and after the first storm events, when the river formed a sand bar offshore of the mouth (Figure 8).

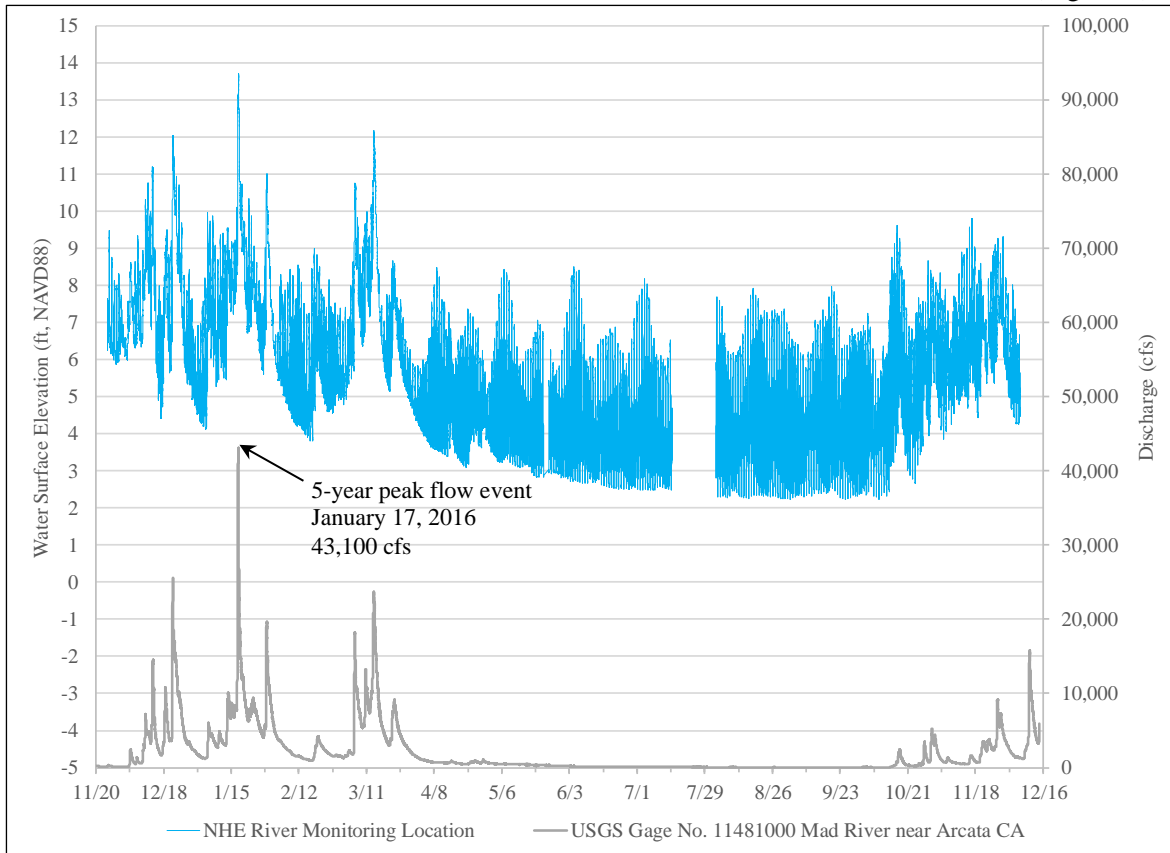


Figure 8. River levels near the project site and stream flow at USGS Gage Station No. 11481000. For reference, the levees range from 15 ft on the northern end to approximately 17 ft on the southern end. Adjacent floodplain areas range from around 10 ft in historic depressions and existing backwater areas to 14 ft elevation.

Ordinary High Water

Bankfull water surface elevation (surrogate for Ordinary High Water) was determined based on the 1.5-year recurrence interval event. Using a tidal elevation at the ocean boundary of the estimated

Mean Higher High Water results in a water surface elevation of approximately 12.5 ft within the project area.

Hydraulic Analyses

Existing conditions were simulated using a steady-state, sub-critical, single-dimension US Army Corps of Engineers (USACE) Hydrologic Engineering Center River Analysis System (HEC-RAS) version 5.0.1 modeling software (USACE 2016). The HEC-RAS model was used to estimate existing condition water surface elevations in the river adjacent to the project reach where channel bathymetry was well-defined and calibration data were collected. Design conditions were simulated using the United States Bureau of Reclamation (USBOR) Technical Service Center (TSC) two-dimensional hydraulic model SRH-2D (Version 2) with bed shear stress calculated. The SRH-2D model was used to estimate water surface elevations, shear stress and depth-averaged velocity through the project area. Detailed modeling information and results are available in the project's Hydraulic Analysis Report (Appendix D).

4.5 Fisheries

Fish Species in the Mainstem Mad River

The Mad River supports spawning populations of state and federally threatened Southern Oregon Northern California Coast (SONCC) Coho Salmon, federally threatened California Coastal Chinook Salmon (*O. tshawytscha*), and federally threatened Northern California Steelhead (*O. mykiss*) with steelhead populations being supplemented by the Mad River Hatchery. In addition to the listed salmonid species, the Mad River is home to Coastal Cutthroat Trout (*O. clarki clarki*), three-spined stickleback (*Gasterosteus aculeatus*), Sacramento Suckers (*Catostomus occidentalis*), scuplin species (*Cottus sp.*), and lamprey. Green Sturgeon (*Acipenser medirostris*), adult Pink salmon (*O. gorbuscha*), and federally endangered Tidewater Goby have also been observed in the Mad River but infrequently and in low numbers. It is thought that due to the river's small size, Green Sturgeon are likely limited to the estuary while the Pink Salmon were mostly likely strays. Tidewater Goby are likely limited to the estuary as well since they are exclusive to brackish habitats for their entire life cycle and are adapted to a narrow range of salinity tolerances. Salinity in the lower Mad River may also be affected by Humboldt Bay Municipal Water District flow releases, which may seasonally reduce salinity below expected levels, impacting water quality and habitat conditions for Tidewater Goby.

Designations for federally established Critical Habitat and Essential Fish Habitat are summarized by species in Table 2. There are no juvenile or adult population surveys for Chinook Salmon in the Mad River (NOAA 2016).

NOAA (2014) identifies a lack of floodplain and channel structure as key limiting stresses to Coho Salmon in the Mad River and notes the highest priority recovery actions include several primary components of the proposed project:

- Place large wood habitat features in channel,
- Construct off channel ponds, alcoves, and backwater ponds, and
- Restore natural channel form and function.

Similarly, recovery actions recommended for Chinook Salmon by NOAA (2016) with relevancy to the proposed project include:

- Increase estuary habitat complexity,
- Increase the extent of estuarine habitat,
- Restore tidal channels,
- Rehabilitate and enhance floodplain connectivity,

- Create refugia habitat,
- Increase large wood frequency, and
- Eradicate Reed Canary Grass.

Historically, Mad River saw abundant runs of federally threatened Pacific Eulachon (*Thaleichthys pacificus*) however, there have been no occurrences of Eulachon in the Mad River reported by fishery biologists since at least the mid-1980s. Eulachon are anadromous, with spawning usually occurring in the lower reaches of rivers and are an important component of the cultural legacy of Native American fishing tribes.

Longfin Smelt (*Spirinchus thaleichthys*) are a state-listed anadromous smelt found in Humboldt Bay estuaries, and nearshore coastal environments. Adult Longfin Smelt migrate into low salinity or freshwater reaches of coastal rivers and tributary streams to spawn. Previous fish sampling efforts in the project area did not collect Longfin Smelt and the project area has not been surveyed specifically for Longfin Smelt.

Table 2. Fish species with respect to federally designated Critical Habitat and Essential Fish Habitat.

Species	Critical Habitat	Essential Fish Habitat
Coho Salmon	Yes	Yes
Chinook Salmon	Yes	Yes
Northern California Coast Steelhead	Yes	No
Green Sturgeon	No	No
Eulachon	Yes	No
Pacific Lamprey	No	No
Longfin Smelt	No	No
Tidewater Goby	No	N/A

Fish Species and Habitat Within the Project Area

A small storm water ditch is located at the northern extent of the floodplain restoration within the project area (Figure 6, Figure 9 - 11). Storm water runoff is received into this ditch from a culvert at Fischer Road that flows in a storm water ditch along the northern end of the floodplain pastures. The storm water ditch is controlled by a gate that is open during winter months to allow water to exchange between the river and its floodplain. The flood gate is closed during the period when MCSD applies treated wastewater to the pastures for reclamation. In addition to stormwater, the river backwaters this ditch from seasonal fluvial and at times, tidal inundation. The storm water ditch was visited by Mary Burke of California Trout in late June 2019 after a large tidal swing to determine if the ditch remains wetted when not in use, concurrent with the anticipated project implementation window. Several small, disconnected puddles remained in some locations, but the ditch was observed to be largely unwetted and was hydrologically disconnected from the Mad River.

Existing habitat within this storm water ditch is considerably poor seasonally; however, periodic sampling within the storm water ditch has indicated fish presence is possible in winter months.

- On February 17, 2015, the Humboldt State University (HSU) Biology of Pacific Salmon class, led by professor Darren Ward surveyed fish species abundance in the storm water ditch, downstream of the project site, the storm water ditch for the pastures east of the ditch and the river backwater channel that drains the ditch. Species collected included Coho

Salmon (age 1+), young of the year Chinook Salmon, Tidewater Goby, Western Mosquitofish, *Cottus spp.*, and Three-spined Stickleback. A report of this survey is included in Appendix E.

- On January 8, 2016, Bob Pagliuco (NOAA Restoration Center) surveyed the storm water ditch and upstream storm water ditch and found a 95 mm Coho Salmon in the storm water ditch, as well as Prickly Sculpin and Three-spined Stickleback. A report of this survey is included in Appendix E.
- On February 17, 2016, the HSU class repeated the surveys from the previous year and found Chinook Salmon, *Cottus spp.*, and Three-spined Stickleback. The class surveyed the ditch again on February 14, 2017 and found a juvenile Coho Salmon. No reports from these past two surveys are in circulation.



Figure 9. Wetted portion of the storm water drainage ditch within the project area.



Figure 10. Additional wetted portion of the storm water drainage ditch within the project area.

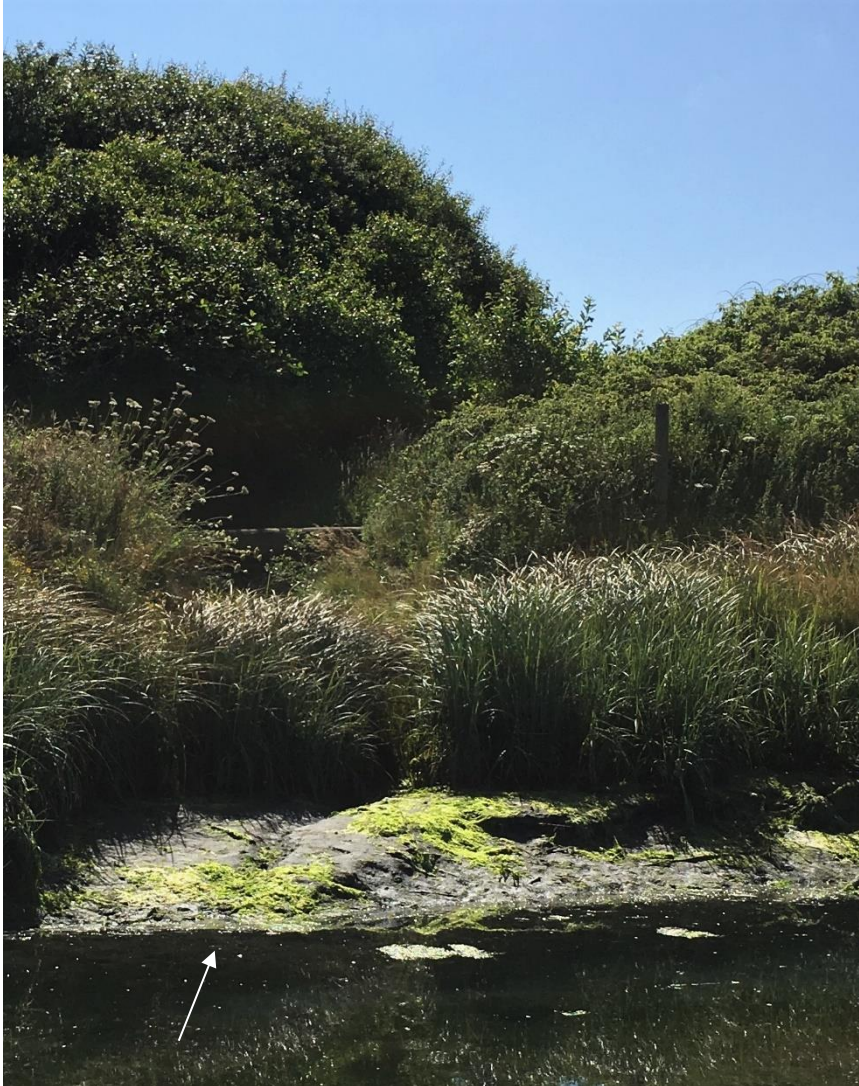


Figure 11. Mouth of storm water ditch with arrow indicating dry channel.

4.6 Vegetation

Vegetation within the project area was mapped by McBain Associates in June 2018 (McBain Associates 2019, Appendix F). Vegetation mapping documented 21 distinct cover types. To estimate the potential impacts of the proposed floodplain enhancement portion of the project on existing riparian vegetation, it was initially proposed to GPS all mature riparian trees greater than 12 inches dbh within the design footprint. However, due to the extremely high density of riparian hardwood trees meeting this definition, and due to the preliminary stage of project development (the proposed channel alignment could not be flagged due to high density of vegetation), it was determined in the field by California Trout and McBain Associates to provide an acreage estimate of cover types based on MCV alliances within the design footprint, with emphasis on differentiating between mature cover types (see results for description) and younger cover types. Consequently, mapping within the project area was conducted at finer detail (i.e., to the association level) for the red alder alliance to capture differences in stand structure, age-class distribution, and species composition.

Red alder/mixed willow forest was the most abundant cover type in the surveyed portion of the project boundary (4.8 acres), followed by Hooker's willow (2.6 acres), velvet grass meadow (2.3 acres), and California blackberry (2.1 acres). All of the woody riparian vegetation in the project area had a strong Hooker's willow component. Differences in stand structure (i.e., shrub-dominated vs. tree-dominated) and species composition could be seen depending on the underlying geomorphic feature. For instance, the shrub-dominated Hooker's willow and short-tree-dominated red alder/Hooker's willow stands occurred on the steep streambank edges and bluff faces directly adjacent to the Mad River. When present in these stands, red alder tended to be 12–15 inches dbh. Together, these two cover types represented younger riparian vegetation in the project area. By contrast, the large-tree-dominated red alder/mixed willow stands occurred on floodplain surfaces and had a more diverse tree canopy. Many of the red alder trees in this stand type were upwards of 3 ft dbh.

Biohabitats documented in the project area included: brackish marsh, coastal prairie, coastal scrub, freshwater marsh, human disturbance, riparian forest, riparian scrub, and wet meadow. Of the mapped biohabitats, riparian scrub and riparian forest were the largest.

5 PROJECT OVERVIEW

Project designs are attached as Appendix A, which include detailed provisions for executing project construction in Part 3 of the design specifications. The proposed project has two main elements:

- Habitat restoration project actions to restore existing percolation ponds to the native floodplain elevation and provide channels and ponds for the provision of aquatic habitat are located south of the existing storm water ditch.
- Project actions associated with public coastal access amenities, including ADA accessible trails with resting areas and interpretive features, are located north of the existing storm water ditch (Figure 6).

Habitat enhancement project elements will remove the existing percolation pond infrastructure except for the eastern alignment of the percolation pond levee system. The north, south and western percolation pond levees and infrastructure will be removed and the function of the percolation ponds as a final point of treated wastewater discharge will be suspended. The percolation pond area will be excavated to remove the settled material that has been derived from use as a wastewater disposal area. This material has been tested for potential contaminants and was determined to be suitable for spoiling within the treated wastewater reclamation fields to the east. MCS D's current waste discharge requirements (WDRs), effective on November 1, 2018, identifies this material with the necessary provisions to land-apply these spoils to their reclamation fields.

The existing perimeter levees that surround the percolation ponds to the north, south, and west will be lowered to allow connectivity with the surrounding floodplain elevation. The percolation pond area will be restored to contain natural pond and channel features to perennially connect to the Mad River and create off-channel winter rearing habitat for juvenile salmonids and other aquatic species. Riparian and wetland vegetation will be planted to restore the area as native floodplain and backwater habitat.

The public access project elements provide public access to approximately 2 acres of undeveloped bluff and hillslope into the Mad River floodplain directly north of the terminus of the School Road Trail. The pastures used for treated wastewater reclamation to the south of School Road and east of the project area are fenced to exclude access for the irrigation, mowing and haying operation that occurs seasonally. The area outside of the fenced wastewater reclamation operations is currently accessible to the public but not maintained or improved beyond the trails that have formed from unmanaged foot and bicycle traffic. Surface-hardened trails will be constructed to guide users to

benches, a coastal overlook viewpoint structure, river access, interpretive signs and a welcome kiosk.

5.1 Summary of Project Impacts by Habitat Type

Project activities encompass 9.3 acres within the 96.1-acre project area boundary. Overall, the project will create 0.5 acres of new riparian habitat and 2.0 acres of new wetland habitat, in addition to 1.4 acres of new open water habitat.

Table 3. Summary of project impacts by habitat type.

Habitat Type/Feature	Existing Area (Acres)	Post-Project Area (Acres)	Change (Acres)	Change is Temporary or Permanent?
Access Roads	3.4	3.4	0.0	Both ¹
Staging Areas	0.0	0.8	N/A	Temporary
Stockpile and Spoiling	0.0	5.4	N/A	Both ²
Trail and View Points	0.0	0.2	0.2	Permanent
River Access	0.0	0.01	0.01	Permanent
Constructed Percolation Ponds ³	4.2	0.3	-3.9	Permanent
Existing Storm Water Ditch	0.04	0.04	0.0	Permanent
Open Water	0.0	1.4	1.4	Permanent
Riparian	1.6	2.1	0.5	Permanent
Wetlands	0.0	2.0	2.0	Permanent
Upland (Non-Riparian)	0.4	0.2	-0.2	Permanent
Total	9.3	9.3	0	

*Computations based on summer baseflow water surface elevations. Total acres exclude staging areas, stockpile areas, and spoiling areas on MCSD property.

¹ The north and south access roads will receive fill for resurfacing. This change will be permanent.

² Stockpiling is temporary. Spoiling is permanent. Both activities share the same footprint.

³ Includes levees

5.2 Summary of Excavation, Fill, and Material Spoiling

To the greatest degree possible, excavated materials will remain on site through incorporation into other project features (23,600 CY). Excavated biosolids will be disposed of within the MCSD wastewater management facility reclamation area located in the stockpile area footprint, under the existing WDRs (4,800 CY). The balance of material will be hauled off-site by the contractor (13,700 CY). A portion of this material will be a mixture of gravel and sand and will be stored at Kernan Construction gravel yard near Blue Lake, California until it can be repurposed into unrelated projects. Project excavation and fill volumes are summarized in Table 4.

Table 4. Summary of project excavation and fill volumes.

Location	Total Excavation (CY)	On-site Material Re-use for Access Roads and Landscaping (CY)	Disposal at MCSD Wastewater Management Facility (CY)	Off-site Hauling of Reusable Gravel/Sand and Other Excavated Material (CY)
Pond Biosolids, Screened for Disposal	4,800	0	4,800	
Pond (including Levees) below Biosolids	11,100	5,100		6,000
Backwater Channels	7,700	0		7,700
Trail and Public Access Features	TBD	TBD		
Off-site Hauling	-	-		13,700
Total	23,600	5,100	4,800	13,700

Table 5. Summary of materials to be imported to the site and large wood to be re-used from on-site.

Material Type	Unit	Purpose
Large wood	72 CY	Fish habitat in off-channel features
Engineered Fill	100 CY	Trails, viewing platforms, river access, footing for signage and benches
Class II Aggregate Base	300 TON	
CalTrans Class II RSP	105 TON	
Hot Mix Asphalt	35 TON	
Minor Concrete	1,000 square feet	
Galvanized Hand Railing	30 linear feet	
Weed Barrier	6,600 square feet	
Redwood split rail fencing	150 linear feet	
Benches	2 benches	
Sandbags	60 CY	Temporary fill used to isolate the opening of the constructed backwater channel

5.3 Utilities

Utility infrastructure within the project area will be protected in place and avoided. An existing manhole cover and associated with Humboldt County’s storm drain system near School Road will be avoided. Similarly, Humboldt County’s storm drain located on the upper bluff area will also be avoided and protected in place. The ditch gate closure for the MCSD storm water ditch will be avoided. The storm water ditch will be integrated into the off-channel backwater habitat feature near its confluence with the Mad River. There are no power poles located in the project area.

6 PROJECT ACTIONS

6.1 Actions Common to the Entire Project Area

1. Establish Site Access

Existing access roads will be utilized temporarily to construct project features. No new roads will be constructed. The total length of existing access roads is 1.44 miles (3.4 acres).

2. Establish Staging Areas and Stockpile Area

Three staging areas will be established. Staging area 1 (0.5 acres 150 ft x 150 ft) is located east of the project area, adjacent to the stockpile area. Staging area 2 (0.2 acres, 135 ft x 100 ft) is located near the existing storm water ditch, near the planned outlet of the off-channel complex. Staging area 3 (0.1 acres, dimensions TBD) is located near the westernmost end of School Road and will be used to construct public access features. Materials and equipment will be stored in the designated stockpile area (5.4 acres, 670 ft x 400 ft) located on the eastern edge of the project.

Stockpiled materials may include trees, logs, stumps, debris, other organic matter, and excavated project materials (soils and gravels/sands).

3. Install Erosion Control Protection Measures

Erosion control protection measures will be installed prior to breaching the off-channel habitat complex so that it is hydrologically connected to the storm water ditch and will include implementation of standard Best Management Practices (BMPs) appropriate to prevent erosion control, including silt fencing and weed-free straw wattles. Sediment control fencing shall be installed on the upstream side of the fish exclusion fencing in the existing storm water ditch. Sediment control barriers shall be installed in accordance with the current *California Best Management Practices for Construction* and manufacturer's recommendations in the areas of clearing and grubbing within areas that drain to the Mad River or the existing storm water ditch. The sediment control barriers will be maintained until soils are stabilized and construction is complete.

While working within and near the existing storm water ditch, BMPs shall be employed to minimize erosion of sediment into the stormwater ditch. All material eroded into the storm water ditch during construction will be removed prior to the removal of the sediment control and fish exclusion fencing.

4. Install a Fish Barrier at Entrance to the Stormwater Ditch

A fish barrier will be installed at the entrance to the storm water ditch to exclude fish from a small wetted area within the zone of construction, near the entrance of the constructed off-channel habitat complex. The fish barrier will be fully compliant with all CDFW and NMFS requirements and installed under the supervision of a qualified fisheries biologist.

5. Fish Removal in Storm Water Ditch, if Watered

The existing storm water ditch (383 ft, 0.04 acre) will not be in use or actively watered during construction from the storm water ditch to the east; however, the area may be inundated during high tide from the Mad River and provide habitat for fish and other aquatic species. If the area is not tidally connected because of the condition of the adjacent riffle and sandbar, small puddles or localized, non-connective portions of wetted areas may remain and may provide habitat for fish and other aquatic species. Fish removal will occur in any remaining wetted areas prior to construction. Removal of fish and other aquatic organisms will occur in compliance with CDFW and NMFS requirements. (Appendix H), as described in the Biological Assessment (Appendix I) and resulting NMFS Biological Opinion for the project. Any fish or other aquatic species captured will be released into the mainstem Mad River nearest the project site, outside of the construction area.

6. Establish Save Trees

Existing Save Trees and their roots will be flagged and protected with temporary fencing or other necessary protections. Save Trees will be identified by the project engineer or their representative. Additional Save Trees information detailing procedures for incidental damage during construction can be found in the Design Plans and Specifications.

7. Clearing and Grubbing

Clearing and grubbing will occur in the vicinity of the off-channel habitat complex and other project features to support grading. Clearing and grubbing may occur at different times throughout project construction.

8. Dewatering

Excavation of the pond will likely maintain groundwater levels that deepen during high tides that occur in the Mad River. Water collected in the pond may be used by the project contractor, as needed. In addition, the contractor will develop a dewatering plan that complies with regulatory requirements and:

- Diverts groundwater seepage by constructing large temporary earth berms or straw bale barriers within the project area. Any berms or straw bales shall be removed prior to close of construction. Ground shall be graded to final design topography.
- Dewatering may be required to remove groundwater seepage in excavation areas. The project contractor will employ Best Management Practices for dewatering operations as described in the current *Best Management Practices Handbook for Construction*. Water shall be discharged away from areas of standing water onto open ground. Outlet protection may be required to prevent erosion. Water will be allowed to infiltrate back into the ground. Discharged water shall not be allowed to flow into the Mad River, drainage ditches, any water conveyance facilities, or into disturbed areas.

9. On-site Reuse and Off-site Spoiling of Excavated Materials

Excavated materials will be re-used on site to build some project features and hauled off-site for spoiling (Table 4). A grading permit will be obtained from Humboldt County. Soil testing was conducted for the material to be excavated from the percolation ponds. Soil samples were collected from the percolation ponds on May 12, 2016, prior to the start of annual use for treated wastewater discharge to analyze for elevated levels of constituents of concern. Results indicate the material is not contaminated (see Appendix C for testing results and documentation).

10. Resurface Access Roads

The two existing access roads will be resurfaced with 2,400 CY of silt, sand, and gravel excavated from the percolation pond area during rehabilitation activities.

11. Remove Fish Barrier

Once the constructed off-channel habitat complex is opened and connected to the Mad River and construction within the wetted footprint of the project area is complete, the fish barrier will be removed in accordance with guidelines and specifications established by CDFW and NMFS (Appendix H).

12. Revegetate and Reseed Project Area

The project will be replanted with native tree species in accordance with the riparian design specifications established for the project (see Appendix A, Design Sheet C6). Replanting includes 1.7 acres of riparian vegetation. As there is a large patch of wetland species along the banks of the Mad River at the mouth of the stormwater ditch, 2.0 acres of wetland and transitional wetland

vegetation will remain as constructed and ripped surfaces ready to accept seeds from the river via the backwater channel, revegetating through natural recruitment in the backwatered environment.

13. Rip or Disc Temporary Access Roads and Staging Area; Implement Post-construction Erosion Control Measures; Site Closure

Following construction, the staging area will be ripped or disked for decompaction. Access roads will remain, consistent with their pre-project use. Post-construction erosion control measures will be implemented, including the spreading of weed-free straw mulch on bare soils. Erosion control materials no longer in use (e.g. silt fencing) will be removed and legally disposed of off-site, along with other garbage and recyclable materials generated during construction.

6.2 Ecosystem Enhancement Project Actions

Sequencing of enhancement actions has been designed such that the upstream pond elements are constructed first. The off-channel habitat complex will be excavated next and will not be breached into the storm water ditch until the rest of the channel is constructed. This will ensure that the excavation activities maintain independence from the flowing waters of the Mad River and minimize and avoid any potential water quality or habitat impacts related to project implementation. Connecting the new off-channel habitat complex to the Mad River will be the final step.

1. Trees Harvested for Reuse

Trees within the footprint of the new off-channel habitat complex will be harvested for reuse as large habitat elements. Trees will be flagged in the field by the project engineer or their representative.

2. Remove Levees Surrounding Constructed Percolation Ponds

The project will remove existing levee system that is the perimeter of the existing percolation ponds (4.2 acres). With the exception of the eastern levee that will remain in place, the northern, southern, and western levees will be removed and regraded to the native floodplain elevation. Existing pipes and related wastewater treatment infrastructure will be removed from the percolation ponds and recycled off-site by the project contractor.

3. Construct New Backwater Channel

The backwater off-channel habitat complex (1,775 approximate total length including side channels) will be located within the active floodplain, continuing upstream from an existing river backwater channel. The mouth of the backwater channel will empty at the current location of the existing storm water ditch outlet. The downstream elevation of the backwater channel is controlled by the topography of the storm water ditch, which is currently (as of 2016) at approximately 3.5 to 4 ft elevation, and an existing river backwater channel that the storm water ditch drains into which grades down to approximately -4 ft elevation near Humboldt County's existing culvert outlet (as of 2016). The proposed channel grades up from approximately 3 ft elevation to approximately 6.2 ft elevation over a slope of 0.25% for 1,250 ft. The channel flattens to a slope of 0.11% through the north pond reach for 325 feet and then steepens to a 2% slope up to the transitional wetland (south pond).

To minimize potential turbidity impacts, temporary plugs may be installed within the constructed backwater channel to pool groundwater seepage for dewatering. The plugs will be removed as final step of project implementation to ensure construction is not completed in a wetted environment. The plugs will be removed from upstream to downstream with the downstream-most plug removed during a rising tide. Small heavy equipment (mini-excavator) will be used to construct the backwater channel complex to minimize riparian impacts.

4. Construct Off-Channel Pond, Wetland Flats, and Islands

An off-channel pond (0.8 acres) will be constructed 1,200 ft upstream of the backwater channel confluence with the existing storm water ditch. The pond will be excavated to 0 ft elevation with a 20-ft width and 100-ft length. The pond is located off-set from the backwater channel, to reduce sediment loading. Minimum depths of approximately 6 ft are to inhibit emergent vegetation from colonizing in the deeper portions of the pools.

The area between the off-channel pond and the backwater channel will provide wetland flats at an elevation of 7 to 8 ft and elevated topography as isolated islands vegetated with riparian trees at a peak of 11 to 13 ft elevation. The wetlands will likely be emergent freshwater wetlands; however, there is a possibility that salt-tolerant, brackish vegetation could colonize, depending on salinities.

5. Install Wood Habitat Structures

Twelve wood placements (approximately 72 CY) will be installed below finished grade into channel and pond banks. Placed wood shall be 12-inch diameter or greater, as-is available on-site. Large wood will be placed in the field under the supervision of the project engineer and project biologist.

6. Create and Plant a Riparian Areas

A riparian bench, an interior peninsula and islands will support native tree species (2.1 acres) at 13 to 14 ft elevation is proposed for riparian trees along the east side of the large transitional wetland (south pond) to increase habitat complexity and direct overtopping flow-through towards the wetlands and backwater channel.

7. Wetland Areas

Wetland and transitional wetlands will support emergent vegetation in the graded area surrounding the ponds at the terminus of the backwater off-channel habitat area. The northern outlet of the pond will be planted with native emergent wetland plants to reduce the risk of the pond filling with fine sediment, as the plants are intended to serve as a filter between the pond and the backwater channel. Newly created wetlands and transitional wetlands will total 2.0 acres.

8. Invasive Species

Invasive species, include reed canary grass, Himalayan blackberry and periwinkle exist on the project site but are not yet dominant. When encountered within the footprint of construction, these species will be removed with heavy equipment.

6.3 Public Access Project Features

1. Parking Interface with Humboldt County

Humboldt County will be constructing a parking area (0.5 acres) at the west end of School Road, to support parking for trail users. The parking area will include a handicapped space. The improved parking will prohibit cars from blocking pedestrian, ADA, and bicycle access via the existing School Road Trail. The parking area is bound to the east and west by power poles and the length of the spaces approximately align with the two western-most parcels, east of Ocean Ave (on the north side of School Road).

2. ADA Accessible Trail

A paved ADA accessible trail (approximately 315 ft long, 8 ft wide) will upgrade and connect the existing informal trail present within the project area to the well-used Hammond Coastal Trail via the School Road Trail. The proposed trail will reduce ecological impacts to surrounding resources by constraining public use to the trail surface while still interfacing with nature. The temporary grading boundary surrounding of trail construction may extend approximately 5 ft on either side for equipment access.

3. Bluff Overlook

An ADA accessible bluff overlook (approximate dimensions: 44 ft x 52 ft) will support nature study, allowing nature study and viewpoints of the Mad River, the Hammond Bridge, the Arcata Bottoms, and the Pacific Ocean. The bluff overlook will be constructed with a concrete paved base, redwood post footings, 1 ½” galvanized handrails, and cribbed redwood steps. Light willow trimming and branch removal (riparian) will be conducted to broaden the viewshed for users in the vicinity immediately surrounding the bluff overlook.

4. Wildlands Interface Trails

A wildland-interface trail network connects the bluff overlook to the river access location to the south and slightly upstream. The trail will be 4-8 ft wide with a total length of approximately 1,200 ft. The trail will not meet ADA accessibility standard but will be paved to the river access location. Beyond this point, the trail surface will be surfaced with gravel. The trail will emerge through the riparian vegetation at two locations to provide west and south-facing views of the river. The temporary grading boundary surrounding of trail construction may extend approximately five ft on either side for equipment access.

5. River Access

A small river access will be created to support small craft boaters, anglers, and water-contact recreation. Heavy equipment will not disturb the wetted perimeter of the Mad River to construct this feature. Construction will include minor bank regrading and rearrangement of existing large boulders or cutting steps into existing large boulders (previously placed along the east bank of the river) to better support non-motorized pedestrian river access. A boat ramp or dock feature will not be constructed. Approximately 12 linear feet of willows will be removed at the access point and light willow trimming and branch removal (riparian) will be conducted to broaden the viewshed for users in the vicinity immediately surrounding the river access.

6. Resting Locations

Two benches will be installed at key locations throughout the trail network. Benches will be installed on concrete pads in locations elevated on the bluff to reduce risk of flood mobilization.

7. Instructional and Interpretive Signage

Instruction and interpretive signage, including informational kiosks, will be installed throughout the trail network. Interpretive signage will provide information about guidelines for user conduct, the Wiyot cultural history of the project area, and the ecological attributes of the project area and related restoration actions. Interpretive signage will be installed on small concrete pads and will include wood and metal components, along with aluminum or high density polyvinyl with vinyl adhesive mounted to railings.

7 PROJECT IMPLEMENTATION

Construction will occur between 7:00 a.m. and 7:00 p.m. Monday through Saturday during the permitted construction window.

8 REQUIRED PERMITS AND APPROVALS

The Project requires the following permits and approvals to proceed:

- Humboldt County – Conditional Use Permit and Grading Permit
- California Coastal Commission – Coastal Development Permit
- California Department of Fish and Wildlife - – Lake and Streambed Alteration Agreement, Incidental Take or Consistency Determination Process, or Consistency Determination for

Salmonids with NMFS Biological Opinion, or CESA MOU under Fish and Game Code 2081(a)

- Regional Water Quality Control Board (North Coast Region) – 401 Water Quality Certification
- United States Army Corps of Engineers – Clean Water Act Section 404 compliance, including
 - United States Fish and Wildlife Service and National Marine Fisheries Service – Section 7 Consultation
- State Lands Commission –Determination with a potential requirement for Lease

9 INITIAL STUDY & MITIGATED NEGATIVE DECLARATION

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | |
|---|--|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agricultural Resources |
| <input type="checkbox"/> Air Quality | <input type="checkbox"/> Biological Resources |
| <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Energy |
| <input type="checkbox"/> Geology/Soils | <input type="checkbox"/> Green House Gas Emissions |
| <input type="checkbox"/> Hazards | <input type="checkbox"/> Hydrology/Water Quality |
| <input type="checkbox"/> Land Use/Planning | <input type="checkbox"/> Mineral Resources |
| <input type="checkbox"/> Noise | <input type="checkbox"/> Population/Housing |
| <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Transportation/Traffic | <input type="checkbox"/> Tribal Cultural |
| <input type="checkbox"/> Utilities/Service Systems | <input type="checkbox"/> Wildfire |
| <input type="checkbox"/> Mandatory Findings of Significance | |

DETERMINATION

Based on this initial evaluation:

- I find that the proposed project **could not** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A **MITIGATED NEGATIVE DECLARATION** will be prepared.
- I find that the proposed project **may** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.
- I find that the proposed project may have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An Environmental Impact Report is required, but it must analyze only those effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or Negative Declaration pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or Negative Declaration, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Greg Orsini, General Manager

Date

##/##/2019

STATE OF CALIFORNIA



PROOF OF PUBLICATION

County of Humboldt

MADRIVERUNION.COM 47671 826 7000

Proof of Publication of: MCS D
Neg Dec. Mad River Floodplain

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the matter referred to herein. I am the "principal" clerk of the publisher of the MAD RIVER UNION a newspaper of general circulation, published once a week, Wednesdays, in the City of Arcata, county of Humboldt, and which has been adjudged a newspaper of general circulation by the Superior Court of the County of Humboldt, State of California, under the date of Oct. 29, 2013, Court Decree Number CV130613; that the notice of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

Run Dates 4/1/20

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Arcata, Humboldt County, California

this 31 day of March 2020

Signature: [Signature]
Kevin Hoover or Jack Durham
(707) 826-7000

This space is for the County Clerk's Filing Stamp

McKinleyville Community Services District
1656 Sutter Road
McKinleyville, CA 95519

CEQA Notice of Intent to Adopt a Mitigated Negative Declaration for Mad River Floodplain and Public Access Enhancement Project

In accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15072 and Public Resources Code Section 21092, the McKinleyville Community Services District (MCS D) is providing notice of intent to adopt a mitigated negative declaration (MND) of environmental impact for the "Mad River Floodplain and Public Access Enhancement Project" as described here. The public is invited to comment on the proposed MND pursuant to the provisions of CEQA. The review period is 30 days and commences on April 1, 2020 and ends on April 30, 2020. Written comments must be submitted to MCS D no later than 5:00 pm on April 30, 2020. The Initial Study and proposed MND document are available for review during regular business hours by appointment at MCS D located at 1656 Sutter Rd. in McKinleyville, California. Per CEQA Guidelines Section 15072(g)(5), no known hazardous waste facilities or disposal sites exist within the project area.

The project generally includes two primary components - restoration of floodplain habitat to benefit fish and wildlife and public access improvements, including a nature study trail and viewing areas. The

project would decommission and revegetate 4.25 acres of existing percolation ponds in the floodplain to restore the area to native floodplain vegetation function. The depression that would remain after decommissioning the percolation ponds provides the opportunity to restore riparian, wetland, and open water habitat within the tidally influenced lower reach of the river. The project's public access amenities would be constructed to comply with Americans with Disability Act (ADA) access from the paved School Road Trail to a new river overlook, multiple interpretive and bench resting sites. The existing informal trails would be upgraded to allow for safe and well-defined access routes that accommodate ADA users, confine use to a limited, controlled corridor to protect wildlife and riparian resources, and provide for access to the floodplain and river.

For further information, or to request a copy of the Initial Study and proposed MND, please contact Greg

Orsini, MCS D at (707) 839-3251, or email at mcs-dgm@mckinleyvillecsd.com

MCS D plans to consider adoption of the MND at a regularly scheduled meeting likely on or around May 6, 2020.

4/1

Notice of Completion & Environmental Document Transmittal

Mail to: State Clearinghouse, P.O. Box 3044, Sacramento, CA 95812-3044 (916) 445-0613
 For Hand Delivery/Street Address: 1400 Tenth Street, Sacramento, CA 95814

SCH # 2020039047

Project Title: Mad River Floodplain and Public Access Enhancement Project

Lead Agency: McKinleyville Community Services District Contact Person: Greg Orsini, General Manager
 Mailing Address: 1656 Sutter Road Phone: 707-839-3251
 City: McKinleyville Zip: 95519 County: Humboldt

Project Location: County: Humboldt City/Nearest Community: McKinleyville
 Cross Streets: Western terminus of School Road Zip Code: 95519
 Longitude/Latitude (degrees, minutes and seconds): 40 ° 56 ' 02.21 " N / 124 ° 07 ' 36.09 " W Total Acres: 9.3 (activity area)
 Assessor's Parcel No.: 508-021-006; 508-021-007; 506-341-017 Section: 1 Twp.: 6N Range: 1W Base: Humboldt Meridian
 Within 2 Miles: State Hwy #: 101 Waterways: Mad River; Pacific Ocean
 Airports: N/A Railways: N/A Schools: McKinleyville High, Middle, and three elementary

Document Type:

CEQA: NOP Draft EIR NEPA: NOI Other: Joint Document
 Early Cons Supplement/Subsequent EIR EA Final Document
 Neg Dec (Prior SCH No.) Draft EIS Other: _____
 Mit Neg Dec Other: _____ FONSI

Governor's Office of Planning & Research

Local Action Type:

MAR 16 2020

General Plan Update Specific Plan Rezone Annexation
 General Plan Amendment Master Plan Prezone Redevelopment
 General Plan Element Planned Unit Development Use Permit Coastal Permit
 Community Plan Site Plan Land Division (Subdivision, etc.) Other: _____

STATE CLEARINGHOUSE

Development Type:

Residential: Units _____ Acres _____ Transportation: Type _____
 Office: Sq.ft. _____ Acres _____ Employees _____ Mining: Mineral _____
 Commercial: Sq.ft. _____ Acres _____ Employees _____ Power: Type _____ MW _____
 Industrial: Sq.ft. _____ Acres _____ Employees _____ Waste Treatment: Type _____ MGD _____
 Educational: _____ Hazardous Waste: Type _____
 Recreational: Public Access Enhancement Other: Ecological Restoration (Stream Channel)
 Water Facilities: Type _____ MGD _____

Project Issues Discussed in Document:

Aesthetic/Visual Fiscal Recreation/Parks Vegetation
 Agricultural Land Flood Plain/Flooding Schools/Universities Water Quality
 Air Quality Forest Land/Fire Hazard Septic Systems Water Supply/Groundwater
 Archeological/Historical Geologic/Seismic Sewer Capacity Wetland/Riparian
 Biological Resources Minerals Soil Erosion/Compaction/Grading Growth Inducement
 Coastal Zone Noise Solid Waste Land Use
 Drainage/Absorption Population/Housing Balance Toxic/Hazardous Cumulative Effects
 Economic/Jobs Public Services/Facilities Traffic/Circulation Other: _____

Present Land Use/Zoning/General Plan Designation:

Agricultural Exclusive (Public); Natural Resources; AE-60/F,R

Project Description: (please use a separate page if necessary)

The Mad River Floodplain Enhancement Project includes two primary components -- restoration of floodplain habitat to benefit fish and wildlife and public access improvements, including a nature study trail and viewing areas. The project will decommission and revegetate 4.25 acres of infrastructure in the floodplain to create wetlands, riparian habitat, and an off-channel habitat complex for anadromous salmonids. The project's public access amenities will be constructed to comply with Americans with Disability Act and accessed from the paved School Road Trail to a new river overlook, multiple interpretive and bench resting sites.

Note: The State Clearinghouse will assign identification numbers for all new projects. If a SCH number already exists for a project (e.g. Notice of Preparation or previous draft document) please fill in.

Reviewing Agencies Checklist

Lead Agencies may recommend State Clearinghouse distribution by marking agencies below with and "X". If you have already sent your document to the agency please denote that with an "S".

- | | |
|---|--|
| <input checked="" type="checkbox"/> Air Resources Board | <input checked="" type="checkbox"/> Office of Historic Preservation |
| <input type="checkbox"/> Boating & Waterways, Department of | <input type="checkbox"/> Office of Public School Construction |
| <input checked="" type="checkbox"/> California Emergency Management Agency | <input checked="" type="checkbox"/> Parks & Recreation, Department of |
| <input type="checkbox"/> California Highway Patrol | <input type="checkbox"/> Pesticide Regulation, Department of |
| <input type="checkbox"/> Caltrans District # 1 | <input checked="" type="checkbox"/> Public Utilities Commission |
| <input type="checkbox"/> Caltrans Division of Aeronautics | <input checked="" type="checkbox"/> Regional WQCB # 1 |
| <input type="checkbox"/> Caltrans Planning | <input checked="" type="checkbox"/> Resources Agency |
| <input type="checkbox"/> Central Valley Flood Protection Board | <input type="checkbox"/> Resources Recycling and Recovery, Department of |
| <input type="checkbox"/> Coachella Valley Mtns. Conservancy | <input type="checkbox"/> S.F. Bay Conservation & Development Comm. |
| <input checked="" type="checkbox"/> Coastal Commission | <input type="checkbox"/> San Gabriel & Lower L.A. Rivers & Mtns. Conservancy |
| <input type="checkbox"/> Colorado River Board | <input type="checkbox"/> San Joaquin River Conservancy |
| <input checked="" type="checkbox"/> Conservation, Department of | <input type="checkbox"/> Santa Monica Mtns. Conservancy |
| <input type="checkbox"/> Corrections, Department of | <input checked="" type="checkbox"/> State Lands Commission |
| <input type="checkbox"/> Delta Protection Commission | <input type="checkbox"/> SWRCB: Clean Water Grants |
| <input type="checkbox"/> Education, Department of | <input checked="" type="checkbox"/> SWRCB: Water Quality |
| <input type="checkbox"/> Energy Commission | <input type="checkbox"/> SWRCB: Water Rights |
| <input checked="" type="checkbox"/> Fish & Game Region # 1 | <input type="checkbox"/> Tahoe Regional Planning Agency |
| <input type="checkbox"/> Food & Agriculture, Department of | <input checked="" type="checkbox"/> Toxic Substances Control, Department of |
| <input checked="" type="checkbox"/> Forestry and Fire Protection, Department of | <input checked="" type="checkbox"/> Water Resources, Department of |
| <input type="checkbox"/> General Services, Department of | Other: _____ |
| <input type="checkbox"/> Health Services, Department of | Other: _____ |
| <input type="checkbox"/> Housing & Community Development | |
| <input checked="" type="checkbox"/> Native American Heritage Commission | |

Local Public Review Period (to be filled in by lead agency)

Starting Date March 14, 2020 Ending Date April 14, 2020

Lead Agency (Complete if applicable):

Consulting Firm: <u>GHD</u>	Applicant: <u>McKinleyville Community Services District</u>
Address: <u>718 Third Street</u>	Address: <u>1656 Sutter Road</u>
City/State/Zip: <u>Eureka, CA 95501</u>	City/State/Zip: <u>McKinleyville, CA 95518</u>
Contact: <u>Andrea Hilton, Environmental Planner</u>	Phone: <u>707-839-3251</u>
Phone: <u>707-267-2279</u>	

Signature of Lead Agency Representative:  Date: 11 MAR 2020

Authority cited: Section 21083, Public Resources Code. Reference: Section 21161, Public Resources Code.

CALIFORNIA STATE LANDS COMMISSION

100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202



Established in 1938

JENNIFER LUCCHESI, *Executive Officer*
(916) 574-1800 Fax (916) 574-1810
California Relay Service TDD Phone 1-800-735-2929
from Voice Phone 1-800-735-2922

Contact Phone: (916) 574-1890

Governor's Office of Planning & Research

APR 14 2020

STATE CLEARINGHOUSE

April 14, 2020

File Ref: SCH #2020039047

McKinleyville Community Services District
Attn: Greg Orsini
1656 Sutter Rd
McKinleyville, CA 95519

VIA ELECTRONIC MAIL ONLY (mcsdgm@mckinleyvillecsd.com)

Subject: Mitigated Negative Declaration (MND) for Mad River Floodplain and Public Access Enhancement Project, Humboldt County

Dear Mr. Orsini:

The California State Lands Commission (Commission) staff has reviewed the subject MND for the Mad River Floodplain and Public Access Enhancement Project (Project), which is being prepared by the McKinleyville Community Services District (MCS D). The MCS D, as the public agency proposing to carry out the Project, is the lead agency under the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.). The Commission is a trustee agency for projects that could directly or indirectly affect State sovereign land and their accompanying Public Trust resources or uses. Additionally, if the Project involves work on State sovereign land, the Commission will act as a responsible agency.

Commission Jurisdiction and Public Trust Lands

The Commission has jurisdiction and management authority over all ungranted tidelands, submerged lands, and the beds of navigable lakes and waterways. The Commission also has certain residual and review authority for tidelands and submerged lands legislatively granted in trust to local jurisdictions (Pub. Resources Code, §§ 6009, subd. (c); 6009.1; 6301; 6306). All tidelands and submerged lands, granted or ungranted, as well as navigable lakes and waterways, are subject to the protections of the common law Public Trust Doctrine.

As general background, the State of California acquired sovereign ownership of all tidelands and submerged lands and beds of navigable lakes and waterways upon its admission to the United States in 1850. The state holds these lands for the benefit of all

people of the state for statewide Public Trust purposes, which include but are not limited to waterborne commerce, navigation, fisheries, water-related recreation, habitat preservation, and open space. On tidal waterways, the State's sovereign fee ownership extends landward to the mean high tide line, except for areas of fill or artificial accretion or where the boundary has been fixed by agreement or a court. On navigable non-tidal waterways, including lakes, the state holds fee ownership of the bed of the waterway landward to the ordinary low-water mark and a Public Trust easement landward to the ordinary high-water mark, except where the boundary has been fixed by agreement or a court. Such boundaries may not be readily apparent from present day site inspections.

After review of the information provided within the MND, staff believes that portions of the proposed project along the Mad River appear to be located in areas where the State's sovereign interest has not been determined at this time. Staff does not have sufficient information to determine whether the Project would intrude upon State sovereign land and further information is necessary to determine if a lease would be required. Please contact Ninette Lee (see contact information below) for information on the Commission's leasing jurisdiction (reference Inquiry No. 1922).

Project Description

MCSD proposes to restore floodplain habitat to meet the agency's objectives and needs as follows:

- Restore floodplain habitat to benefit fish and wildlife
- Improve public access

From the Project Description, Commission staff understands that the Project would include the following components that have potential to affect State sovereign land:

- Project Component 1. Decommission and revegetate 4.25 acres of infrastructure in the floodplain to create wetlands, riparian habitat, and an off-channel habitat complex for anadromous salmonids.
- Project Component 2. Americans with Disability Act accessible nature study trail, river access and river overlook, with multiple interpretive and bench resting sites.

Environmental Review

Commission staff requests that the MCSD consider the following comments on the Project's MND, to ensure that impacts to State sovereign land are adequately analyzed for the Commission's use of the MND to support a future lease approval for the Project.

General Comments

1. Project Description: A thorough and complete Project Description should be included in the MND in order to facilitate determination of the extent and location of its leasing jurisdiction. While the Project Description was adequate to assess environmental impacts, it is not enough to determine Commission jurisdiction. Please provide more information on work being done waterward of the mean high tide line and include figures with a more zoomed in view of work in those areas. This information will be beneficial in determining the Commission's jurisdiction.

Cultural Resources

2. Title to Resources: The MND should also mention that the title to all abandoned shipwrecks, archaeological sites, and historic or cultural resources on or in the tide and submerged lands of California is vested in the state and under the jurisdiction of the Commission (Pub. Resources Code, § 6313). Commission staff requests that the MCSD consult with Staff Attorney Jamie Garrett should any cultural resources on state lands be discovered during construction of the proposed Project. In addition, Commission staff requests that the following statement be included in the EIR's Mitigation and Monitoring Plan: "The final disposition of archaeological, historical, and paleontological resources recovered on state lands under the jurisdiction of the California State Lands Commission must be approved by the Commission."

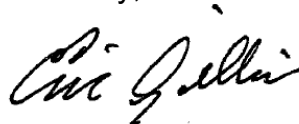
Public Trust Lands

3. The Commission supports the proposed Project's efforts to enhance and restore floodplain habitat resources, provide open space, and extend public access along the Mad River, because enhancing those uses is consistent with Public Trust values.

Thank you for the opportunity to comment on the MND for the Project. As a trustee and potential responsible agency, the Commission may need to rely on the adopted MND for the issuance of any new lease as specified above and, therefore, we request that you consider our comments prior to adoption of the MND.

Please send copies of future Project-related documents, including electronic copies of the adopted MND, Mitigation Monitoring and Reporting Program, Notice of Determination, and any approving resolution when they become available. Please refer questions concerning environmental review to Christine Day, Environmental Scientist, at (916) 562-0027 or christine.day@slc.ca.gov. For questions concerning archaeological or historic resources under Commission jurisdiction, please contact Staff Attorney Jamie Garrett, at (916) 574-0398 or jamie.garrett@slc.ca.gov. For questions concerning Commission leasing jurisdiction, please contact Ninette Lee, Public Land Manager, at (916) 574-1869 or ninette.lee@slc.ca.gov.

Sincerely,



Eric Gillies, Acting Chief
Division of Environmental Planning
and Management

cc: Office of Planning and Research
C. Day, Commission
N. Lee, Commission
J. Garrett, Commission
W. Crunk, Commission

MCS D Response to comment letter on IS MND SCH #2020039047 (Mad River Floodplain Habitat Restoration Project)

One comment letter was received from the California State Lands Commission dated April 14, 2020

The Lead Agency, McKinleyville Community Services District (MCS D) acknowledges the potential jurisdiction of the California State Lands Commission on portions of the Project footprint. MCS D further acknowledges that a lease may be required to conduct the actions outlined in this project and has initiated an application for a lease. The lease application will contain the information needed for the State Lands Commission to issue a lease including information to satisfy the request for information to be included in the Project Description. MCS D will include proposed language in the Mitigation and Monitoring Plan and is honored to receive the Commission's support for the Project's efforts to "enhance and restore floodplain habitat resources, provide open space, and extend public access along the Mad River, because enhancing those uses is consistent with Public Trust values."

ITEM E. 7 ATTACHMENT 6

TABLE 1 – Fiscal Analysis for Mad River Floodplain and Public Access Enhancement Project

Task	Actual Costs	Estimated Costs	Costs Paid by Grant	Costs Paid by Partnering Agencies	Costs paid by MCSD	Total
Phase 1 Design and Permitting						
MCSD HCF Grant	\$14,000		\$14,000			\$14,000
CalTrout CDFW Grant	\$74,762		\$74,762			\$74,762
CalTrout SCC	\$230,000		\$230,000			\$230,000
CalTrout USFWS	\$24,000		\$24,000			\$24,000
Phase 1 Total						\$342,762
Phase 2 Final Design and Construction						
MCSD HCF Grant	\$26,000		\$26,000			\$26,000
CalTrout NOAA Grant		\$490,167	\$490,167			\$490,167
CalTrout WCB Grant		\$384,797	\$384,797			\$384,797
CalTrout USFWS Grant		\$376,754	\$376,754			\$376,754
CalTrout SCC Grant		\$276,184	\$276,184			\$276,184
County In-kind for Parking				\$21,403		\$21,403
RCAA In-kind				\$45,000		\$45,000
CalTrout In-kind				\$2,813		\$2,813
Other Stakeholder In-kind				\$11,570		\$11,570
MCSD In-kind					\$8,000	\$8,000
Phase 2 Total						\$1,642,688
Total Phases 1 & 2			\$1,527,902	\$80,786	\$8,000	\$1,985,450

RESOLUTION 2020-22

A RESOLUTION OF MCKINLEYVILLE COMMUNITY SERVICES DISTRICT ADOPTING THE MITIGATED NEGATIVE DECLARATION FOR THE MAD RIVER FLOODPLAIN AND PUBLIC ACCESS ENHANCEMENT PROJECT (STATE CLEARING HOUSE NUMBER 2020039047); ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM AND APPROVING THE PROJECT

THE BOARD OF DIRECTORS OF THE MCKINLEYVILLE CSD FINDS:

- A) On March 11, 2020, California Trout, in cooperation with the California State Coastal Conservancy, with additional funding provided by the California Department of Fish and Wildlife, submitted the Initial Study (IS) and Mitigated Negative Declaration (MND) for the Mad River Floodplain and Public Access Enhancement Project on behalf of the District. The proposed project has two main objectives: 1) Habitat restoration project actions to decommission and restore the District's existing reclaimed water percolation ponds to including revegetation of 4.25 acres of infrastructure in the floodplain to create wetlands, riparian habitat, and an off-channel habitat complex for anadromous salmonids; and 2) Improve public coastal access amenities, including ADA accessible trails with resting areas and interpretive features located on the District property north of the percolation ponds.
- B) The District has evaluated potential environmental effects of the project through the preparation and circulation of a Mitigated Negative Declaration (MND) incorporated herein by this reference. This process included the following actions:
- 1) A Notice of Preparation was sent to organizations and individuals who requested notice, with the notice specifying the period during which comments would be received, and Project information, including the Project description, location, and potential environmental effects.
 - 2) The Notice of Preparation was transmitted to the State Clearinghouse (SCH No. 2020039047) on or about March 16, 2020 for public review and distribution to responsible, trustee, and public agencies with jurisdiction over the resources affected by the Project. The Notice of Preparation was also filed with the Humboldt County Clerk on or about March 16, 2020.
 - 3) The 30-day review period for the MND was initiated on March 16, 2020 with the submittal of a Notice of Completion and MND to the State Clearinghouse for public review and distribution to responsible, trustee, and public agencies with jurisdiction over the resources affected by the Project. Copies of the draft documents were available for review at the District's office, and the Humboldt County Public Library in McKinleyville, as well as on the District's website ([www.https://mckinleyvillecsd.specialdistrict.org/project-news](https://mckinleyvillecsd.specialdistrict.org/project-news)).
 - 4) One comment from the State Lands Commission on the MND was received by the District before the end of the 30-day review period on April 16, 2020.
- C) All actions required to be taken by applicable law related to the preparation, circulation, and review of the MND have been taken.

- D) A Mitigated Negative Declaration has been prepared consisting of the Initial Study, all comments and recommendations received during the public review period, and a Mitigation Monitoring and Reporting Program. This MND was posted on the District's website at <https://mckinleyvillecsd.specialdistrict.org/project-news> on or about March 16, 2020.
- E) A Notice of Intent (NOI) to adopt the MND was published in the Mad River Union Newspaper on April 1, 2020.
- F) A "Mitigation, Monitoring, and Reporting Plan" (MMRP), California Trout, June 23, 2020 has been prepared for the Project. The MMRP details the program for monitoring and reporting on the mitigation measures established in the MND to mitigate or avoid significant environmental effects.
- G) District Staff, after considering the public comments received, the evidence and testimony before it, recommended that the District Board of Directors adopt the Mitigated Negative Declaration, adopt the CEQA findings, adopt the Mitigation Monitoring Reporting Program, and approve the Mad River Floodplain and Public Access Enhancement Project.
- H) The Board of Directors understands that grant applications to fund the construction of the Project have been submitted to various granting agencies including U.S. Fish & Wildlife, National Oceanic and Atmospheric Administration, the Wildlife Conservation Board and the State Coastal Conservancy. Agreements are also being reached with California Trout, Redwood Community Action Agency, Humboldt County, and other Stakeholders to provide in-kind services. The final approval of District in-kind and matching funds will be made at a subsequent meeting of the Board once these sources of funding are finalized.
- I) The District Board of Directors held a public hearing on September 2, 2020, to consider the Mitigated Negative Declaration, and the Mad River Floodplain and Public Access Enhancement Project. The Board of Directors, after staff analysis of the same, independently reviewed and analyzed reports and declarations which became a part of the record of this decision.
- J) The Board of Directors made its decision to adopt the Mitigated Negative Declaration for this Project in light of the record as a whole as set forth in these findings; and,
- K) The Board of Directors, in adopting the Mitigated Negative Declaration for this Project, of which these findings are a part, did so through the exercise of their independent judgment and review after finding substantial evidence, in light of the record as a whole, to support the adoption of the Mitigated Negative Declaration; and,
- L) The Board of Directors has made its decision to adopt the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Plan in the light of all the testimony and evidence presented at or prior to the close of the noticed public hearing, including letters, reports, comments, analyses, etc., which the Board after review and comment by its staff critically reviewed, corrected, and augmented where necessary, as set forth in the record and procedural findings on this Project; and,

THE BOARD OF DIRECTORS OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT RESOLVES:

1. **BOARD OF DIRECTORS INDEPENDENT JUDGMENT AND REVIEW.** The Board of Directors adopts the Mitigated Negative Declaration presented to the Board, which reviewed and considered the information contained in said Mitigated Negative Declaration prior to deciding whether to approve the proposed Project. The Mitigated Negative Declaration has been thoroughly reviewed and analyzed by the District's Staff, and the Board of Directors. The draft documents circulated for public review reflect the District's own independent judgment and the Mitigated Negative Declaration as certified by this Resolution also reflects the independent judgment of the Board of Directors.
2. **MITIGATION MONITORING AND REPORTING PROGRAM ADOPTED.** The Board of Directors hereby adopts the Mitigation Monitoring and Reporting Program with established measures for monitoring and reporting on the mitigation measures set forth in the Mitigated Negative Declaration. The MMRP is attached hereto as Attachment A and incorporated herein by this reference, as the Mitigation Monitoring and Reporting Program for the Mad River Floodplain and Public Access Enhancement Project. The Board of Directors finds that the Mitigation Monitoring and Reporting Program has been prepared in accordance with CEQA and the CEQA Guidelines and directs the General Manager to oversee the implementation of the program.
3. **FILING OF NOTICE OF DETERMINATION.** The Board of Directors hereby directs the General Manager to file a Notice of Determination within five (5) working days after approval of the Project.
4. **AVAILABILITY OF PROJECT APPROVALS.** The General Manager shall make the project plans and other related materials that constitute the record of the proceedings upon which its decision is based available at the District office, 1656 Sutter Road, McKinleyville California, and in other locations the General Manager deems appropriate to facilitate public access to these documents.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on September 2, 2020 by the following polled vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mary Burke, Board President

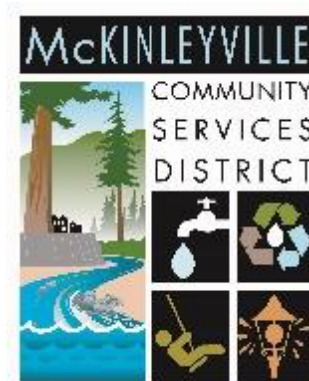
Attest:

April Sousa, CMC, Board Secretary

Mad River Floodplain and Public Access Enhancement Project

Mitigation, Monitoring, and Reporting Plan

Prepared for:



McKinleyville Community Services District
1656 Sutter Road
McKinleyville, CA 95519

August 10, 2020



Funding for this project has been provided in full or in part through an agreement with the California State Coastal Conservancy and the California Department of Fish and Wildlife.

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The purpose of this mitigation and monitoring plan is to identify all the IS MND mitigation measures for implementation and compliance. The plan identifies the person or agency responsible for monitoring; the frequency and evidence of compliance. A full description of the Mitigation Measures is located in the IS MND under the relevant checklist heading.

Mitigation Measures:

AIR-1 Dust Control

MCSD, at all times during construction, shall comply with Air Quality Regulation 1, Rule 104 (D) to the satisfaction of the NCUAQMD. This would require, but may not be limited to:

- Water all active construction areas regularly to limit dust; control erosion and prevent water runoff containing silt and debris from entering the storm drain system.
- Cover trucks hauling soil, sand, and other loose material.
- Pave, water, or apply non-toxic soil stabilizers on unpaved access roads and parking areas.
- Sweep paved streets, access roads and parking areas daily if visible material is carried onto adjacent public streets.

Timing for Implementation/Compliance: During Construction

Person/Agency Responsible for Monitoring: MCSD General Manager

Monitoring Frequency: During project construction

Evidence of Compliance: Ongoing visual inspection during course of construction

BIO-1 Isolation of Work Area and Seasonal Window for In-Water Work

MCSD, at all times during construction, shall isolate the instream work area and construction related to the backwater off-channel habitat complex shall only occur between July 1st and October 31st when freshwater inflow and groundwater elevations are lowest and when the ground surface is dry and to reduce the chance of stormwater runoff occurring during construction.

Timing for Implementation/Compliance: During Construction

Person/Agency Responsible for Monitoring: MCSD General Manager

Monitoring Frequency: During project construction

Evidence of Compliance: Ongoing visual inspection during course of construction

BIO-2 Preconstruction Surveys for Aquatic Species

MCSD, two weeks prior to construction and in areas to be de-watered, shall survey freshwater habitat for fish, amphibian, and reptile species of concern.

MCSD, immediately prior (1-3 days) to initiation of construction activities, shall survey all dewatered channels and adjacent habitat that will have vegetation removed or impacted by project activities. A qualified biologist will detect and re-locate any amphibians that have entered (dewatered ponds, channels) or reside (riparian vegetation) in these areas in the proposed construction boundary. All species observed should be moved to an appropriate, pre-determined relocation site, upstream from the footprint of the proposed construction area.

Should construction activities cease for a period greater than two (2) days during damp periods, when amphibians may be moving greater distances, the construction site should be surveyed by a qualified biologist to detect and move amphibians to an appropriate, pre-determined relocation site, either upstream or downstream from the footprint of the proposed construction area.

Timing for Implementation/Compliance: During Construction, two weeks prior to disturbance activities in the areas to be de-watered, and immediately prior (1-3 days) to initiation of construction activities and upon resuming construction that has ceased for greater than 2 days.

Person/Agency Responsible for Monitoring: MCSD General Manager with services of a Qualified Biologist

Monitoring Frequency: During project construction

Evidence of Compliance: Visual inspection prior to construction after more than 2 days of non-construction

BIO-3 Removal of Aquatic Species Prior to Dewatering

MCSD, prior to dewatering, shall install a fish barrier at the entrance to the existing ditch to exclude fish from a small wetted area within the zone of construction, near the entrance of the constructed off-channel habitat complex. The fish barrier will be fully compliant with all CDFW and NMFS requirements and installed under the supervision of a qualified fisheries biologist. Fish capture and relocation of fish and herpetofauna will occur in accordance with CDFW and NMFS protocols and guidelines to avoid impacts to sensitive species. Reintroduction of stream flow will occur by removing the fish barrier and the final earth plug into the constructed off-channel habitat complex.

Timing for Implementation/Compliance: Prior to Construction.

Person/Agency Responsible for Monitoring: MCSD General Manager with services of a Qualified Biologist

Monitoring Frequency: Prior to dewatering

Evidence of Compliance: Ongoing visual inspection during course of construction when dewatering is occurring

BIO-4 Protection of Botanical Resources

MCSD, prior to construction, shall conduct pre-construction botanical surveys to detect and avoid or minimize impacts by implementing suitable measures for impacting any special status plant species in the proposed project site. If avoidance or minimization is not possible, develop mitigation measures in cooperation with CDFW.

Timing for Implementation/Compliance: Prior to Construction.

Person/Agency Responsible for Monitoring: MCSD General Manager with services of a Qualified Biologist

Monitoring Frequency: Prior to project construction

Evidence of Compliance: Visual inspection prior to construction; avoidance or mitigation measures

BIO-5 Seasonal Work Window to Protect Birds

MCSD, during the breeding period (February 1st through August 15th), shall avoid degradation or removal of riparian or scrub habitats for bird species likely to nest in the proposed project area.

MCSD, during the breeding period (February 1st through August 15th) shall not conduct project activities resulting in noise disturbance that may potentially occur in or adjacent to the proposed project site. Noise disturbing activities are defined as those resulting in volumes significantly greater than current ambient levels. Should these seasonal restrictions to construction activities be unfeasible to the project proponent, clearance surveys for potentially nesting birds should be conducted by a qualified biologist to survey habitat that will be directly impacted by construction activities and within a 1,000 foot radius of said activities.

It is also recommended that should riparian vegetation removal be proposed to occur between August 15th and August 31st, a minimum of one visit by a qualified biologist should occur to detect any late-season active nesting birds immediately prior to vegetation removal activities. This recommendation is based on recent evidence from elsewhere in the proposed project region that native nesting birds, primarily residents (e.g., song sparrow) often double brood near the coast and may have active nests beyond August 15th.

To the extent possible, minimize removal of large-diameter (≥ 12 inch DBH) riparian trees and any trees with visible cavities capable of supporting breeding birds and roosting bats.

Timing for Implementation/Compliance: Prior to Construction.

Person/Agency Responsible for Monitoring: MCSD General Manager

Monitoring Frequency: Prior to project construction

Evidence of Compliance: Visual inspection prior to construction; avoidance or mitigation measures

BIO-6 Protection of Willow Flycatcher

MCSD, during the breeding period (February 1st through August 15th), shall conduct Willow flycatcher surveys, using the recommended survey protocol by CDFW (Bombay et al. 2003 in Slauson) during the June and June-July survey periods. Survey should be conducted by a qualified biologist prior to the initiation of construction activities to identify occupied nesting habitat. Because Willow flycatchers are amongst the latest of the migratory species to arrive and initiate nesting activities in Humboldt County, there is the potential that nesting territories may remain active beyond August 15th. Should one or more occupied Willow flycatcher nesting territories be located during these surveys, consultation with CDFW will be necessary to evaluate appropriate mitigation measures to minimize degradation of each nesting territory from proposed project activities that may degrade or remove riparian habitat.

Timing for Implementation/Compliance: Prior to Construction.

Person/Agency Responsible for Monitoring: MCSD General Manager with services of a Qualified Biologist

Monitoring Frequency: Prior to project construction

Evidence of Compliance: Visual inspection prior to construction; avoidance or mitigation measures

BIO-7 Protection of Northern Red-legged Frog

MCSD, shall not conduct construction activities in freshwater wetland habitat located in the

percolation ponds work during the breeding (January-May) and metamorphosis (June-August) periods for the Northern Red-legged Frog.

MCSO, in order to avoid seasonal restrictions, within 2 weeks prior to the start of in-stream activities, shall conduct clearance surveys within the proposed construction boundary for potentially breeding frogs in suitable habitat prior to the initiation of in-pond work (see below). If larvae or eggs are detected, the biologist will relocate them to a suitable location outside of the proposed construction boundary.

In the event that a Northern red-legged frog is observed within the construction boundary during construction activities, in-stream work should be temporarily halted until the frog has been moved to a safe location with suitable habitat outside of the construction area footprint.

Timing for Implementation/Compliance: Prior to Construction.

Person/Agency Responsible for Monitoring: MCSO General Manager with services of a Qualified Biologist

Monitoring Frequency: During project construction

Evidence of Compliance: Ongoing visual inspection during construction

BIO-8 Fish Protection

MCSO, shall avoid impacting all fish species present in the main Mad River channel by conducting all construction activities prior to connecting the northern channel of the project to the main river channel. If avoidance of aquatic connectivity of the main river channel until the completion of the construction of all features is not possible, utilize a fish screen approved by CDFW to block fish from entering the backwater channel during construction.

Timing for Implementation/Compliance: During Construction.

Person/Agency Responsible for Monitoring: MCSO General Manager

Monitoring Frequency: During project construction

Evidence of Compliance: Ongoing visual inspection during construction

BIO-9 Protection of Lyngby's Sedge

If temporary and/or permanent impacts to Lyngby's sedge cannot be avoided, it is recommended that a mitigation and monitoring plan be developed with input from permitting and resource agencies.

Timing for Implementation/Compliance: During Construction.

Person/Agency Responsible for Monitoring: MCSO General Manager

Monitoring Frequency: During project construction

Evidence of Compliance: Ongoing visual inspection during construction

CR-1 Inadvertent Discovery of Archaeological Material

If cultural materials for example: chipped or ground stone, historic debris, building foundations, or bone are discovered during ground-disturbance activities, work shall be stopped within 20 meters (66 feet) of the discovery, per the requirements of CEQA (Title 14 CCR 15064.5 (f)). Work near the archaeological finds shall not resume until a professional archaeologist, who meets the Secretary of the Interior's Standards and Guidelines, has evaluated the materials and offered recommendations for further action.

Timing for Implementation/Compliance: During Construction.

Person/Agency Responsible for Monitoring: MCS D General Manager

Monitoring Frequency: During project construction

Evidence of Compliance: Ongoing visual inspection during construction

CR-2 Inadvertent Discovery of Human Remains

If human remains are discovered during project construction, work will stop at the discovery location, within 20 meters (66 feet), and any nearby area reasonably suspected to overlie adjacent to human remains (Public Resources Code, Section 7050.5). The Humboldt County coroner will be contacted to determine if the cause of death must be investigated. If the coroner determines that the remains are of Native American origin, it is necessary to comply with state laws relating to the disposition of Native American burials, which fall within the jurisdiction of the NAHC (Public Resources Code, Section 5097). The coroner will contact the NAHC. The descendants or most likely descendants of the deceased will be contacted, and work will not resume until they have made a recommendation to the landowner or the person responsible for the excavation work for means of treatment and disposition, with appropriate dignity, of the human remains and any associated grave goods, as provided in Public Resources Code, Section 5097.98.

Timing for Implementation/Compliance: During Construction.

Person/Agency Responsible for Monitoring: MCS D General Manager

Monitoring Frequency: During project construction

Evidence of Compliance: Ongoing visual inspection during construction

GEO-1 Inadvertent Discovery of Paleontological Resources

If potential paleontological resources are encountered during project subsurface construction activities or geotechnical testing, all work within 50 feet of the find shall be stopped, and a qualified archaeologist shall be contacted to evaluate the find, determine its significance, and identify any required mitigation. The applicant shall be responsible for implementing the mitigation prior to construction activities being re-started at the discovery site.

Timing for Implementation/Compliance: During Construction.

Person/Agency Responsible for Monitoring: MCS D General Manager

Monitoring Frequency: During project construction

Evidence of Compliance: Ongoing visual inspection during construction

HAZ-1 Management of Hazardous Materials On-Site

During construction, the following BMPs will be implemented;

- Heavy equipment used in the project shall be in good condition and shall be inspected for leakage of coolant and petroleum products and repaired, if necessary, before work is started.
- Equipment operators shall be trained in the procedures to be taken should an accidental spill occur.

- Prior to the onset of work, the contractor shall prepare a plan for the prompt and effective response to any accidental spills.
- Absorbent materials designed for spill containment and cleanup shall be kept at the project site for use in case of an accidental spill.
- Refueling of equipment shall occur within the staging area or a minimum of 150 feet away from stream channels or perennial wetlands. All refueling will occur on a pad to capture any drips or spills.
- If equipment must be washed, washing shall occur off-site.
- Stationary equipment shall be positioned over drip pans.

Timing for Implementation/Compliance: During Construction.

Person/Agency Responsible for Monitoring: MCSD General Manager

Monitoring Frequency: During project construction

Evidence of Compliance: Ongoing visual inspection during construction

HAZ-2 Spill Prevention

Equipment on site during construction shall be required to have emergency spill cleanup kits immediately accessible in the case of any fuel or oil spills. Staging, fueling and maintenance of equipment shall be conducted only in staging areas or no closer than 150 ft from open water or in any location where hazardous material spills could become entrained in flowing water.

Timing for Implementation/Compliance: During Construction.

Person/Agency Responsible for Monitoring: MCSD General Manager

Monitoring Frequency: During project construction

Evidence of Compliance: Ongoing visual inspection during construction

HWQ-1 Limit Construction Window

Construction related to the backwatered off-channel habitat complex shall only occur between July 1 and October 30 when the ground surface is dry and to reduce the chance of stormwater runoff occurring during construction and when background freshwater inputs are at summer baseflow thresholds. Excavated materials shall not be stockpiled overwinter. Sediment control measures shall be in place while materials are being stockpiled to minimize sediment and pollutant transport from the project site.

Timing for Implementation/Compliance: During Construction.

Person/Agency Responsible for Monitoring: MCSD General Manager

Monitoring Frequency: During project construction

Evidence of Compliance: Ongoing visual inspection during construction

HWQ-2 Placement of Fill to Protect Water Quality

Placement of fill in the project area shall occur when the area is not inundated by water.

Timing for Implementation/Compliance: During Construction.

Person/Agency Responsible for Monitoring: MCSD General Manager

Monitoring Frequency: During project construction

Evidence of Compliance: Ongoing visual inspection during construction

HWQ-3 Excavation of Saturated Soils and Erosion Control

Excavation shall include handling of saturated soils. Saturated soils shall be dewatered and/or transported saturated in a manner that prevents excess discharge or spillage of soils or water within the construction access areas. A silt fence shall be installed around the perimeter of temporary stockpiles of saturated soils to prevent runoff from leaving the site. During construction, a silt fence shall be deployed to isolate work areas from existing channels, and to trap suspended sediment that might leave the construction site if stormwater runoff were to occur. If the silt fence is not adequately containing sediment, the construction activity shall cease until remedial measures are implemented that prevent sediment from entering the waters below.

Timing for Implementation/Compliance: During Construction.

Person/Agency Responsible for Monitoring: MCSD General Manager

Monitoring Frequency: During project construction

Evidence of Compliance: Ongoing visual inspection during construction

HWQ-4 Limits to Materials Storage and Placement to Protect Waters

No construction materials, debris, or waste, shall be placed or stored where it may be allowed to enter or be washed by rainfall into waters of the U.S./State. Soil and material stockpiles shall be properly protected to minimize sediment and pollutant transport from the construction site.

Timing for Implementation/Compliance: During Construction.

Person/Agency Responsible for Monitoring: MCSD General Manager

Monitoring Frequency: During project construction

Evidence of Compliance: Ongoing visual inspection during construction

HWQ-5 Post-Construction Erosion Control

Following completion of excavation, placement of fill, and grading, all ground to the limits of disturbance above the wetted water surface elevation shall be treated for erosion prior to the onset of precipitation capable of generating run-off or the end of the yearly work period, whichever comes first. Treated areas that are not exposed to tidal influence shall be mulched with at least 2 to 4 inches of certified weed-free straw mulch with wheat or other straw for riparian and wetland areas and rice straw for uplands and use of a seed mix with coverage equivalent to 100 lbs/acre of native grass seed and appropriate riparian vegetation for immediate erosion control. No annual (Italian) ryegrass (*Lolium multiflorum*) shall be used. All temporary fill, synthetic mats and silt fences shall be removed from wetlands and waters of the U.S./State immediately on cessation of construction. Biodegradable geotextile fabrics shall be used, where possible.

Timing for Implementation/Compliance: During Construction.

Person/Agency Responsible for Monitoring: MCSD General Manager

Monitoring Frequency: During project construction

Evidence of Compliance: Ongoing visual inspection during construction

HWQ-6 Implementation of Stormwater Best Management Practices

The following BMPs (California Storm Water Quality Association Storm Water Best Management Practice (BMP) Handbook for Construction 2003) shall be implemented to prevent entry of storm water runoff into the excavation site, the entrainment of excavated contaminated materials leaving the site, and to prevent the entry of polluted storm water runoff into the Mad River during the transportation and storage of excavated contaminated materials:

- **EC-2 Preservation of Existing Vegetation.** The best way to prevent erosion is to not disturb the land. To reduce the impacts of new development and redevelopment, projects may be designed to avoid disturbing land in sensitive areas of the site. To the extent feasible, and consistent with the project's design, goals, and objectives, some existing vegetation will be preserved on the site must be protected from mechanical and other injury while the land is being developed. The purpose of protecting existing vegetation is to ensure the survival of desirable vegetation for shade and erosion control.
- **EC-6 Straw Mulch.** Straw mulch is suitable for soil disturbed areas requiring temporary protection until permanent stabilization is established. Where appropriate, weed-free straw mulch will be used for erosion control on disturbed areas until soils can be prepared for permanent vegetation. Straw mulch is also used in combination with temporary and/or permanent seeding strategies to enhance plant establishment.
- **EC-7 Geotextile and Mats.** Mattings are commonly applied on short, steep slopes where erosion hazard is high and vegetation will be slow to establish. Mattings are also used on stream banks where moving water at velocities between 3 ft/s and 6 ft/s are likely to wash out new vegetation, and in areas where the soil surface is disturbed and where existing vegetation has been removed. Where appropriate, matting may also be used when seeding cannot occur (e.g., late season construction and/or the arrival of an early rain season). Erosion control matting will be considered in portions of the project area where soils are fine grained and potentially erosive.
- **EC-8 Wood Mulching.** Wood mulching is suitable for disturbed soil areas requiring temporary protection until permanent stabilization is established. The primary function of wood mulching is to reduce erosion by protecting bare soil from rainfall impact, increasing infiltration, and reducing runoff. Vegetation removed during construction will be chipped on-site and reused as erosion control mulch where feasible and appropriate.
- **EC-9 Earth Dikes and Drainage Swales.** The temporary earth dike is a berm or ridge of compacted soil, located in such a manner as to divert stormwater to a sediment trapping device or a stabilized outlet, thereby reducing the potential for erosion and offsite sedimentation. Where appropriate, earth dikes will also be used to divert runoff from off site and from undisturbed areas away from disturbed areas and to divert sheet flows away from unprotected slopes.
- **SE-1 Silt Fences.** Silt fences are suitable for perimeter control, placed below areas where sheet flows discharge from the site. Where appropriate, they will be used as interior controls below disturbed areas where runoff may occur in the form of sheet and rill erosion. Silt fences are generally ineffective in locations where the flow is concentrated and are only

applicable for sheet or overland flows. Silt fences are most effective when used in combination with erosion controls.

- NS-5 Clear Water Diversion. Clear water diversion consists of a system of structures and measures that intercept clear surface water runoff upstream of a project, transport it around the work area, and discharge it downstream with minimal water quality degradation from either the project construction operations or the construction of the diversion. Dewatering the in-channel work areas and establishing a flow bypass will serve as the clear water diversion for the project.
- WM-3 Stockpile Management. Stockpile Management procedures and practices will be designed to reduce or eliminate air and stormwater pollution from stockpiles of soil excavated from in-channel and floodplain areas.
- WM-9 Sanitary/Septic Waste Management. Proper sanitary and septic waste management prevent the discharge of pollutants to stormwater from sanitary and septic waste will be provided via convenient, well-maintained facilities, and arranging for regular service and disposal.

Timing for Implementation/Compliance: During Construction.

Person/Agency Responsible for Monitoring: MCSD General Manager

Monitoring Frequency: During project construction

Evidence of Compliance: Ongoing visual inspection during construction

Notice of Determination

Appendix D

To:

Office of Planning and Research
 U.S. Mail: _____ Street Address: _____
 P.O. Box 3044 1400 Tenth St., Rm 113
 Sacramento, CA 95812-3044 Sacramento, CA 95814

County Clerk
 County of: _____
 Address: _____

From:

Public Agency: _____
 Address: _____

 Contact: _____
 Phone: _____

Lead Agency (if different from above): _____
 Address: _____

 Contact: _____
 Phone: _____

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): _____

Project Title: _____

Project Applicant: _____

Project Location (include county): _____

Project Description:

This is to advise that the _____ has approved the above
 (Lead Agency or Responsible Agency)

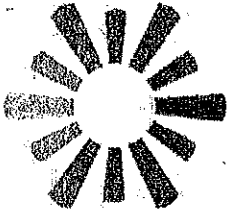
described project on _____ and has made the following determinations regarding the above
 (date)
 described project.

1. The project [will will not] have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [were were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [was was not] adopted for this project.
5. A statement of Overriding Considerations [was was not] adopted for this project.
6. Findings [were were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:

Signature (Public Agency): Patrick Kaspari Title: _____

Date: _____ Date Received for filing at OPR: _____



Redwood Community Action Agency

ADMINISTRATION
Information & Referral
(707) 269-2001

COMMUNITY SERVICES
(707) 269-2052
AmeriCorps Programs
(707) 269-2047

TOOTH Program
(707) 269-2076
FACT Program
(707) 269-2013

ENERGY AND
ENVIRONMENTAL SERVICES
(707) 444-3831

Weatherization, Ext. 204
Home Energy Assistance Program
(HEAP) Info (707) 444-3834
General Contractor
License #466777

NATURAL RESOURCES
SERVICES
(707) 269-2061

Landscape Contractor
License # 518874

AFFORDABLE RENTALS
Managed by: Rural Communities
Housing Development Corp.
(707) 826-7312

YOUTH SERVICES BUREAU
24-Hour Youth & Family Hotline
(707) 444-CAIRE
YSB Administration
Launch Pad TLP
Our House Emergency Shelter
(707) 443-8322
Raven Street Outreach Program
(707) 443-7099

ZURETTI GOOSBY
Board President

VAL MARTINEZ
Executive Director

August 24, 2020
McKinleyville Community Services District
1656 Sutter Road
McKinleyville, CA 95519

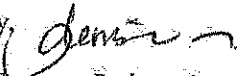
MCSD Board of Directors,
RE: Letter of Support for Mad River Estuary Floodplain and Public Access Enhancement Project

On behalf of Redwood Community Action Agency, I am writing to express support for the Mad River Estuary Floodplain and Public Access Enhancement Project Initial Study Mitigated Negative Declaration that is being presented to McKinleyville Community Services District's Board of Directors for approval. The project, located in McKinleyville, provides for ADA-compatible coastal public access and much needed habitat for listed species.

The Project will transform the existing informal and uneven dirt-surfaced trails into an Americans with Disabilities Act (ADA) compatible trail and parking area that is accessible from the paved School Road Trail. This will provide access for a wide range of users such as casual walkers, strollers, walkers and wheelchairs, hikers, birdwatchers, anglers, and cyclists. The ADA trail will loop out to a new river overlook and multiple bench resting sites and provide opportunities for solitude and reflection in nature to help address the mental and physical health needs of the community and region. The project will also benefit residents and visitors by providing interpretive and informational signage that has been developed in collaboration with the Wiyot to describe the cultural importance of this site within Wiyot ancestral territory and in context of the living culture of the Wiyot. From the bluff overlook, views up and down river provide a rare and uplifting glimpse of the Mad River beach and estuary; a rare viewing opportunity on this stretch of lower river that supports both ocean and river species such as osprey, peregrine falcons, songbirds, and waterbirds, river otter, beaver, harbor seals, mergansers, salmon and steelhead.

The Project uses a collaborative ecosystem-based approach to help recovery of listed species including eulachon, steelhead, Coho, and Chinook Salmon, and species like Southern Resident Killer Whales that depend on mature salmonids as a preferred food source. The Project will provide access to estuarine habitat critical to the rearing of juvenile fish and is of particular importance as the lower estuarine reach of the river is a linear system with limited opportunities for floodplain connection and off-channel habitat. I am in support of McKinleyville Community Services District's action to realize a singular chance to decommission a leveed percolation pond and make significant off-channel and floodplain habitat enhancements in the lower Mad River.

RCAA is in full support of the MCSD's stewardship of the Project area and the development of recreational opportunities and ecological restoration. These improvements are directly related to the health and vitality of our community and natural resources and provide an inspiring public access to our coastline.

Sincerely,

Denise Newman, Projects Coordinator
Redwood Community Action Agency
denise@nrscaa.org

From: Ken Hamik <
Sent: Monday, August 24, 2020 7:02 PM
To: Pat Kaspari
Cc: Cherie Newell
Subject: Mad River Estuary Floodplain and Public Access Enhancement Project

24 August 2020

McKinleyville Community Services District
1656 Sutter Rd
McKinleyville, CA 95519

TO: MCSD Board of Directors,

RE: Letter of Support for Mad River Estuary Floodplain and Public Access Enhancement Project

We live in McKinleyville near this project. We are writing to express our support for the Mad River Estuary Floodplain and Public Access Enhancement Project Initial Study Mitigated Negative Declaration that is being presented to McKinleyville Community Services District's Board of Directors for approval on September 2nd. The project, located in McKinleyville, provides for ADA-compatible coastal public access and much needed habitat for listed species.

The Project will transform the existing informal and uneven dirt-surfaced trails into an Americans with Disabilities Act (ADA) compatible trail and parking area that is accessible from the paved School Road Trail. This will provide access for a wide range of users such as casual walkers, strollers, walkers and wheelchairs, hikers, birdwatchers, anglers, and cyclists. The ADA trail will loop out to a new river overlook and multiple bench resting sites and provide opportunities for solitude and reflection in nature to help address the mental and physical health needs of the community and region. The project will also benefit residents and visitors by providing interpretive and informational signage that has been developed in collaboration with the Wiyot to describe the cultural importance of this site within Wiyot ancestral territory and in context of the living culture of the Wiyot. From the bluff overlook, views up and down river provide a rare and uplifting glimpse of the Mad River beach and estuary; a rare viewing opportunity on this stretch of lower river that supports both ocean and river species such as osprey, peregrine falcons, songbirds, and water birds, river otter, beaver, harbor seals, mergansers, salmon and steelhead.

The Project uses a collaborative ecosystem-based approach to help recovery of listed species including eulachon, steelhead, Coho, and Chinook Salmon, and species like Southern Resident Killer Whales that depend on mature salmonids as a preferred food source. The Project will provide access to estuarine habitat critical to the rearing of juvenile fish and is of particular importance as the lower estuarine reach of the river is a linear system with limited opportunities for floodplain connection and off-channel habitat. We are in support of McKinleyville Community Services District's action to realize a singular chance to decommission a leveed percolation pond and make significant off-channel and floodplain habitat enhancements in the lower Mad River.

We fully support and applaud MCSD's stewardship and long-term protection of the Project area and the development of recreational opportunities and ecological restoration. These improvements are directly related to the health and vitality of our community and natural resources and provide an inspiring public access to our coastline.

Sincerely,

Ken Hamik & Cherie Newell
McKinleyville

From:

Sent: Monday, August 24, 2020 11:03 PM

To: Pat Kaspari

Subject: I support the Mad River Estuary Floodplain and Public Access Enhancement Project

August 24, 2020

McKinleyville Community Services District, 1656 Sutter Road, McKinleyville, CA 95519

Dear MCSD Board of Directors:

I am a new McKinleyville resident, recently arrived from Eureka, who enthusiastically recommends that you approve the "Mad River Estuary Floodplain and Public Access Enhancement Project Initial Study Mitigated Negative Declaration". I am a senior who has often hiked this area and know that it can be quite a challenging place for some of us to walk. So I am very much in favor of this project because it provides a rare opportunity for all members of the public, including people with disabilities, to experience this unique and lovely part of the Mad River. The project will also result in the installation of new educational signage explaining traditional and living Wiyot culture. Finally, it will aid in the recovery of many listed species of salmonids by significantly enhancing their local habitat.

I am in complete support of MCSD's stewardship and long-term protection of the Project area and the development of recreational opportunities and ecological restoration. Please accept this Mitigated Negative Declaration since its implementation will help further these goals.

Sincerely,

Harriet Hill, 1695 Timothy Road, McKinleyville, CA 95519

August 24, 2020

McKinleyville Community Services District
1656 Sutter Rd
McKinleyville, CA 95519

MCS D Board of Directors,

RE: Letter of Support for Mad River Estuary Floodplain and Public Access Enhancement Project

We are residents of McKinleyville that live in the neighborhood of the above named project. We are writing to express support for the Mad River Estuary Floodplain and Public Access Enhancement Project Initial Study Mitigated Negative Declaration that is being presented to McKinleyville Community Services District's Board of Directors for approval on September 2nd. The project, located in McKinleyville, provides for ADA-compatible coastal public access and much needed habitat for listed species.

The Project will transform the existing informal and uneven dirt-surfaced trails into an Americans with Disabilities Act (ADA) compatible trail and parking area that is accessible from the paved School Road Trail. This will provide access for a wide range of users such as casual walkers, strollers, walkers and wheelchairs, hikers, birdwatchers, anglers, and cyclists. The ADA trail will loop out to a new river overlook and multiple bench resting sites and provide opportunities for solitude and reflection in nature to help address the mental and physical health needs of the community and region. The project will also benefit residents and visitors by providing interpretive and informational signage that has been developed in collaboration with the Wiyot to describe the cultural importance of this site within Wiyot ancestral territory and in context of the living culture of the Wiyot. From the bluff overlook, views up and down river provide a rare and uplifting glimpse of the Mad River beach and estuary; a rare viewing opportunity on this stretch of lower river that supports both ocean and river species such as osprey, peregrine falcons, songbirds, and waterbirds, river otter, beaver, harbor seals, mergansers, salmon and steelhead.

The Project uses a collaborative ecosystem-based approach to help recovery of listed species including eulachon, steelhead, Coho, and Chinook Salmon, and species like Southern Resident Killer Whales that depend on mature salmonids as a preferred food source. The Project will provide access to estuarine habitat critical to the rearing of juvenile fish and is of particular importance as the lower estuarine reach of the river is a linear system with limited opportunities for floodplain connection and off-channel habitat. We are in support of McKinleyville Community Services District's action to realize a singular chance to decommission a leveed percolation pond and make significant off-channel and floodplain habitat enhancements in the lower Mad River.

We fully support and applaud MCS D's stewardship and long-term protection of the Project area and the development of recreational opportunities and ecological restoration. These improvements are directly related to the health and vitality of our community and natural resources and provide an inspiring public access to our coastline.

Sincerely,

M. Lisa Dugan & John Calkins

I am writing to encourage the MCSD Board of Directors to approve the Mad River Estuary Floodplain ar Enhancement Project Initial Study Mitigated Negative Declaration.

The project, located in the south east corner of McKinleyville would provide very important habitat res of our challenged wildlife species as well as provide much needed public access to the Mad River/coast general public and those needing ADA-compatible trails.

I am grateful for MCSD's willingness to develop and maintain long-term maintenance of the ecological recreational opportunities that this project offers for our residents and visitors who can be in a healthy and nourishing relationship with our beautiful community.

Sincerely,

Kate McClain 1786 Timothy Rd. McKinleyville, CA 95519 (707) 839 0313

From: Bonnie

Sent: Monday, August 24, 2020 2:44 PM

To: Pat Kaspari <pkaspari@mckinleyvillecsd.com>

Subject: Mad River Estuary Floodplain and Public Access Enhancement Project Comment

Dear MCSD Board of Directors,

I am writing to express my support of the Mad River Estuary Floodplain plan; along with my concerns for the Public Access Enhancement Project.

I live in the neighborhood that is bordered by School Road and Ocean Ave. I am very familiar with the way in which the paved and dirt trails in this area are used and abused as I walk daily on them. These trails include the paved Fischer Road – Hammond Trail, the School Road paved path as well as the dirt trail to the lookout area and down to and along the Mad River.

Currently there is no public parking for people to initiate their walks/rides at any of the access points to these trails. People have created dirt pull over-parking at both ends of the School Road stretch. They each provide parking for about 3 cars. Otherwise people park on private property. Inviting more cars to this area creates obvious parking problems.

The trail to the overlook is a very short loop trail and is built on top of the extensive rock bolstering done to prevent the Mad River from eroding the banks on the East side of the river and endangering the housing built near the edge. A paved loop would be lovely for access to people with walkers, wheelchairs and/or strollers but not really a good place to bring small children or families with dogs. Where would the children play? How would the cliff be fenced to prevent people falling off? Who would be liable should people fall? Who would monitor leashing of dogs? Who would maintain the trail?

And then, many people would want to continue down the trail to the river's edge – another very beautiful walk but also along the water's edge which changes with the seasons and the rise and fall of the water levels. Who would maintain this trail and how would those safety concerns be addressed?

Currently that stretch is used mostly by very local people, folks who know the area for fishing, and people without homes looking for a safe place to camp. All of us are responsible for our own safety with years/decades of experience in this kind of terrain. There is a make-shift bridge over an outflow that can be extremely dangerous in the rainy season. Will that be built to safety standards?

I do not think it is appropriate to send more of the public to an area that is sensitive habitat and "wild" for people not used to being responsible for their own safety.

I cannot speak to the Estuary plans except to ask that the plans consider the beaver, seal, and considerable waterfowl – both native and migrating - who are already here.

I know all these plans are presented with the best of intentions and good heart. I just believe they need to be received with a very clear view – from the actual ground – as to how this would have to be managed.

Thank you so much for all you and the staff do to make this community function so well.

Bonnie MacGregor
1644 Bird Avenue
McKinleyville, CA
707-601-7962



Coastal Conservancy

August 20, 2020

McKinleyville Community Services District
1656 Sutter Road
McKinleyville, CA 95519

MCS D Board of Directors,

RE: Letter of Support for Mad River Estuary Floodplain and Public Access Enhancement Project

The Coastal Conservancy applauds MCS D's pioneering leadership and strongly urges your adoption of the Mad River Estuary Floodplain and Public Access Enhancement Project Initial Study Mitigated Negative Declaration.

The Project will establish an Americans with Disabilities Act (ADA) compatible trail and parking area that is accessible from the paved School Road Trail. This will provide access for a wide range of users. The ADA trail will loop out to a new river overlook and multiple bench resting sites and provide opportunities for solitude and reflection at a time when it is most needed. The project will also benefit residents and visitors by providing interpretive and informational signage that has been developed in collaboration and in the context of the living culture of the Wiyot. From the bluff overlook, views up and down river provide a rare and uplifting glimpse of the Mad River beach and estuary; a rare viewing opportunity on this stretch of lower river that supports both ocean and river species such as osprey, peregrine falcons, songbirds and salmon.

The Project will provide rare access to estuarine habitat critical to the rearing of juvenile fish. By decommissioning a leveed percolation pond and making a significant off-channel and floodplain habitat enhancements in the lower Mad River, MCS D will serve as a statewide model for creative reuse and restoration.

I fully support and applaud MCS D's stewardship and long-term protection of the Project area and the development of recreational opportunities and ecological restoration. These improvements are directly related to the health and vitality of our community and natural resources and provide an inspiring public access opportunity to our coastline.

Sincerely,

Michael Bowen

Michael Bowen
Project Development Specialist

1515 Clay Street, 10th Floor
Oakland, California 94612-1401
510•286•1015

From: Bonnie Oliver
Sent: Monday, August 24, 2020 11:48 AM
To: Pat Kaspari
Subject: Mad River Estuary Floodplain and Public Access Enhancement Project

MCSD Board of Directors and General Manager Kaspari,

I am writing to express support for the Mad River Estuary Floodplain and Public Access Enhancement Project Initial Study Mitigated Negative Declaration that is being presented to McKinleyville Community Services District's Board of Directors for approval. The project, located in McKinleyville, provides for ADA-compatible coastal public access and much needed habitat for listed species.

The Project will transform the existing informal and uneven dirt-surfaced trails into an Americans with Disabilities Act (ADA) compatible trail and parking area that is accessible from the paved School Road Trail. This will provide access for a wide range of users such as casual walkers, strollers, walkers and wheelchairs, hikers, birdwatchers, anglers, and cyclists. The ADA trail will loop out to a new river overlook and multiple bench resting sites and provide opportunities for solitude and reflection in nature to help address the mental and physical health needs of the community and region. The project will also benefit residents and visitors by providing interpretive and informational signage that has been

developed in collaboration with the Wiyot to describe the cultural importance of this site within Wiyot ancestral territory and in context of the living culture of the Wiyot. From the bluff overlook, views up and down river provide a rare and uplifting glimpse of the Mad River beach and estuary; a rare viewing opportunity on this stretch of lower river that supports both ocean and river species such as osprey, peregrine falcons, songbirds, and waterbirds, river otter, beaver, harbor seals, mergansers, salmon and steelhead.

The Project uses a collaborative ecosystem-based approach to help recovery of listed species including eulachon, steelhead, Coho, and Chinook Salmon, and species like Southern Resident Killer Whales that depend on mature salmonids as a preferred food source. The Project will provide access to estuarine habitat critical to the rearing of juvenile fish and is of particular importance as the lower estuarine reach of the river is a linear system with limited opportunities for floodplain connection and off-channel habitat. I am in support of McKinleyville Community Services District's action to realize a singular chance to decommission a leveed percolation pond and make significant off-channel and floodplain habitat enhancements in the lower Mad River.

I support and applaud MCSD's stewardship and long-term protection of the Project area and the development of recreational opportunities and ecological restoration. These improvements are directly related to the health and vitality of our community's natural resources and provide an inspiring public access to our coastline.

Sincerely,

Bonnie Oliver
1953 Cottonwood Avenue, McKinleyville, CA 95519
McKinleyville Resident and McKinleyville Municipal Advisory Committee member

August 23, 2020

McKinleyville Community Services District
1656 Sutter Road
McKinleyville, CA 95519

MCSD Board of Directors,

RE: Letter of Support for Mad River Estuary Floodplain and Public Access Enhancement Project

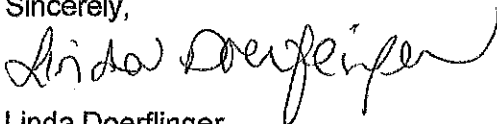
I am writing to express support for the Mad River Estuary Floodplain and Public Access Enhancement Project that is being presented to McKinleyville Community Services District's Board of Directors for approval. The project provides for both ADA-compatible coastal public access and much needed habitat for listed species.

The Project will transform the existing informal and uneven dirt-surfaced trails into an Americans with Disabilities Act (ADA) compatible trail and parking area that is accessible from the paved School Road Trail. This will provide access for a wide range of users such as casual walkers, strollers, walkers and wheelchairs, hikers, birdwatchers, anglers, and cyclists. The ADA trail will loop out to a new river overlook and multiple bench resting sites and provide opportunities for solitude and reflection in nature. The project will also benefit residents and visitors by providing interpretive and informational signage that has been developed in collaboration with the Wiyot to describe the cultural importance of this site within Wiyot ancestral territory. From the bluff overlook, views up and downriver provide a glimpse of the Mad River beach and estuary; a rare viewing opportunity on this stretch of lower river that supports both ocean and river species such as osprey, peregrine falcon, songbirds and water birds, river otter, beaver, harbor seals, salmon and steelhead.

The Project uses a collaborative ecosystem-based approach to help recovery of listed species including steelhead, Coho, and Chinook salmon. The Project will provide access to estuarine habitat critical to the rearing of juvenile fish and is of particular importance as the lower estuarine reach of the river is a linear system with limited opportunities for floodplain connection and off-channel habitat.

I am in support of McKinleyville Community Services District's action to decommission a leveed percolation pond and make significant off-channel and floodplain habitat enhancements in the lower Mad River. I fully support and applaud MCSD's stewardship and long-term protection of the Project area and the development of recreational opportunities and ecological restoration. These improvements will enhance the health and vitality of our community and natural resources and provide an inviting public access to our coastline.

Sincerely,



Linda Doerflinger

McKinleyville resident and frequent user of the MCSD and MLT trails

August 24, 2020

McKinleyville Community Services District
1656 Sutter Road
McKinleyville, CA 95519

MCSD Board of Directors

Re: Letter of support for Mad River Estuary Floodplain and Public Access Enhancement Project

I am writing to express my support for the Mad River Estuary Floodplain and Public Access Enhancement Project. It is my understanding this project will be ADA-compatible and will include much needed habitat for our local listed species.

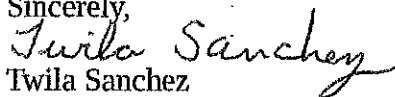
This will provide a much needed place for McKinleyville residence and visits to walk individually or within families/friends, or bike while enjoying the natural beautiful surroundings.

This project has been collaborating with the Wiyot Tribe and is very respectful of their culture and their history, in this ancestral land, of the Wiyot people. This project also uses a collaborative ecosystem-based approach to assist in the recovery of manyspecies.

As a resident of McKinleyville for over 60 years I appreciate the hard work and the time that was spent on this project, for our community, as we are people who greatly enjoy the outdoors and the beauty that we find ourselves surrounded by. This will play a role in our health and wellness and also our mental health with a connection to Nature.

I fully support MCSD's stewardship and long term protection of the Project area and the development of recreational opportunities and ecological restoration.

Sincerely,



Twila Sanchez

Yurok Tribal Member

Resident of McKinleyville

Member of the McKinleyville Municipal Advisory Committee



August 25, 2020

Board of Directors
McKinleyville Community Services District
1656 Sutter Road
McKinleyville, CA 95519

RE: Mad River Estuary Floodplain and Access Enhancement Project

Dear Directors,

I am writing to express my support and that of the Coalition for Responsible Transportation Priorities (CRTP) for the Mad River Estuary Floodplain and Access Enhancement Project ("project"). CRTP supports infrastructure and policies which improve safety, comfort and convenience for people using active transportation and transit. CRTP recognizes the critical importance of access to destinations for all users of the transportation system, including children and their caretakers, the elderly, and people with disabilities.

Recreation ranks alongside workplaces and shopping as one of the most important types of destinations for users of our local transportation system. By connecting to the Hammond Trail via the School Road Trail, the project will extend regional active transportation access to an important local recreation destination for people of all abilities and using a wide range of mobility devices. Furthermore, by improving access to high-quality outdoor recreation in close proximity to a large residential neighborhood, the project will increase the ability of a substantial number of people to reach such a destination without the use of a private vehicle.

In addition to the project's implications for local transportation, CRTP also deeply appreciates the aspects of the project which will enhance the ecosystem of the Lower Mad River and provide collaborative public education about the area's significance for the Wiyot Tribe.

I encourage you to approve the project. Thank you for your consideration.

Sincerely,

Colin Fiske
Executive Director
Coalition for Responsible Transportation Priorities
www.transportationpriorities.org

Board of Directors

Leonel Arguello, President
Emily Teraoka, Vice President
Duncan McNeil, Secretary
Cindy Wilcox, Treasurer
Judy Haggard
Joyce King
Tom Lisle
Nancy Correll
Vicki Ozaki

McKinleyville Land Trust

P.O. Box 2723

McKinleyville, CA 95519

707-839-LAND

www.mlandtrust.org



August 23, 2020

McKinleyville Community Services District
1656 Sutter Road
McKinleyville, CA 95519

MCSD Board of Directors,

Letter of Support for Mad River Estuary Floodplain and Public Access Enhancement Project

I am writing on behalf of the McKinleyville Land Trust (MLT) to express support for the Mad River Estuary Floodplain and Public Access Enhancement Project Initial Study Mitigated Negative Declaration that is being presented to McKinleyville Community Services District's Board of Directors for approval. The project, located in McKinleyville, provides for ADA-compatible coastal public access and much needed habitat for listed species.

The Project will transform the existing informal and uneven dirt-surfaced trails into an Americans with Disabilities Act (ADA) compatible trail and parking area that is accessible from the paved School Road Trail. This will provide access for a wide range of users such as casual walkers, strollers, walkers and wheelchairs, hikers, birdwatchers, anglers, and cyclists. The ADA trail will loop out to a new river overlook and multiple bench resting sites and provide opportunities for solitude and reflection in nature to help address the mental and physical health needs of the community and region. The project will also benefit residents and visitors by providing interpretive and informational signage that has been developed in collaboration with the Wiyot to describe the cultural importance of this site within Wiyot ancestral territory and in context of the living culture of the Wiyot. From the bluff overlook, views up and down river provide a rare and uplifting glimpse of the Mad River beach and estuary; a rare viewing opportunity on this stretch of lower river that supports both ocean and river species such as osprey, peregrine falcons, songbirds, and waterbirds, river otter, beaver, harbor seals, mergansers, salmon and steelhead.

The Project uses a collaborative ecosystem-based approach to directly help recovery of listed species including eulachon, steelhead, Coho, and Chinook Salmon, by providing off-channel habitat and refugia for these species. The project provides indirect support for species like Southern Resident Killer Whales that depend on mature salmonids as a preferred food source. The Project will provide access to estuarine habitat critical to the rearing of juvenile fish and is of particular importance as the lower estuarine reach of the river is a linear system with limited opportunities for floodplain connection and off-channel habitat.

The purpose of the McKinleyville Land Trust is to conserve local open spaces for ecological, historical, agricultural, educational, recreational and scenic values.

The MLT fully supports this project in the lower Mad River to make significant off-channel and floodplain habitat enhancements and improve and enhance existing recreational opportunities. The project envisioned as a whole are in alignment with the MLT mission to provide enhanced recreational opportunities and functioning habitat for native species. We look forward to the successful implementation of this project and the improvements in the health and vitality of our community and natural resources it will bring.

Sincerely,

Leonel Arguello

Leonel Arguello, President
McKinleyville Land Trust

The purpose of the McKinleyville Land Trust is to conserve local open spaces for ecological, historical, agricultural, educational, recreational and scenic values.

From: Joyce King
Sent: Tuesday, August 25, 2020 4:45 PM
To: Pat Kaspari
Subject: Mad river floodplain & public access project

Dear MCSD Board of Directors

I hope you will support the Mad River Estuary Floodplain and Public Access Project, which I believe will greatly benefit health and quality of life for McKinleyville's inhabitants, both human and wild.

Especially in these times of unprecedented threats to our climate, landscapes, and lives, I hope we will do what we can to enhance the function of natural ecosystems on which we all depend.

This project also promises to increase access to the kinds of outdoor pleasures and education we will need more and more for young families, and people with ambulatory challenges, as long as the hazards of indoor activities continue.

As a nearby homeowner, I look forward to sharing the magnificence of the river and ocean views; the chance to get acquainted with the myriad birds, mammals, and aquatic creatures that call this place home; and the opportunity to give wild salmon and steelhead a leg (or fin) up in their fight to survive .

Thank you for your service and for inviting comment on this project.

Sincerely,

Joyce King

BLUE LAKE RANCHERIA

P.O. Box 428
Blue Lake, CA 95525

Office: (707) 668-5101
Fax: (707) 668-4272

www.bluelakerancheria-nsn.gov



McKinleyville Community Services District
1656 Sutter Road
McKinleyville, CA 95519

August 26, 2020

Re: Letter of Support for Mad River Estuary Floodplain and Public Access Enhancement Project

MCSD Board of Directors:

I am writing to express support from the Blue Lake Rancheria Tribe for the Mad River Estuary Floodplain and Public Access Enhancement Project Initial Study Mitigated Negative Declaration that is being presented to McKinleyville Community Services District's Board of Directors for approval. The project, located in McKinleyville, provides for ADA-compatible coastal public access and much needed habitat for listed species.

The Project will transform the existing informal and uneven dirt-surfaced trails into an Americans with Disabilities Act (ADA) compatible trail and parking area that is accessible from the paved School Road Trail. This will provide access for a wide range of users such as casual walkers, strollers, walkers and wheelchairs, hikers, birdwatchers, anglers, and cyclists. The ADA trail will loop out to a new river overlook and multiple bench resting sites and provide opportunities for solitude and reflection in nature to help address the mental and physical health needs of the community and region. The project will also benefit residents and visitors by providing interpretive and informational signage that has been developed in collaboration with the Wiyot Tribe to describe the cultural importance of this site within Wiyot ancestral territory and in context of the living culture of the Wiyot Tribe. From the bluff overlook, views up and down river provide a rare and uplifting glimpse of the Mad River beach and estuary; a rare viewing opportunity on this stretch of lower river that supports both ocean and river species such as osprey, peregrine falcons, songbirds, and waterbirds, river otter, beaver, harbor seals, mergansers, salmon and steelhead.

The Project uses a collaborative ecosystem-based approach to help recovery of listed species including eulachon, steelhead, Coho, and Chinook Salmon, and will provide access to estuarine habitat critical to the rearing of juvenile fish. This is of particular importance as the lower estuarine reach of the river is a channelized system with limited opportunities for floodplain connection and off-channel habitat. BLR supports McKinleyville Community Services District's action to realize a singular chance to decommission a leveed percolation pond and make significant off-channel and floodplain habitat enhancements in the lower Mad River.

Sincerely,

Claudia Brundin
Tribal Chairperson

McKinleyville Community Services District

BOARD OF DIRECTORS

September 2, 2020

TYPE OF ITEM: **ACTION**

ITEM: E.8 **Consider Approval of the Location of the Solar Panels for the Microgrid Project at the Wastewater Management Facility**

PRESENTED BY: **Patrick Kaspari, General Manager**

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends that Board review the information provided, discuss, take public comment and approve the Pond 5 site for the solar array to be installed at the District's Wastewater Management Facility as part of the Microgrid Project.

Discussion:

As the Board is aware, the District is proceeding with a design-build contract with Ameresco for the Microgrid project to be located at the Wastewater Management Facility (WWMF). The intent of the Microgrid Project is to be able to provide power to run the WWMF in the event of a power outage, to save electrical costs during the daily operation of the facility, and to potentially even earn income when excess electricity is being generated by selling it back to the grid. As part of Ameresco's initial design, they have prepared the attached McKinleyville CSD-Microgrid Project, High Level Review Report. The intent of the Report was to assess several sites in and around the WWMF to determine the optimal site of the location for the solar array. Based on feedback from the District and GHD, Ameresco analyzed six different sites and detailed the advantages and disadvantages of each. The physical location of each alternative is shown on Figures in the attached Report.

Alternative	Pros	Cons
#1-Dog Park tree area (Location Not Feasible)		<ul style="list-style-type: none">· Shading of trees reduces output and prevents alternative from meeting basis of design.· Removal of trees likely not allowed by Coastal Comm
#2 – Dog Park	<ul style="list-style-type: none">· No tree removal required· Proximity to WWTP· Lower install costs· Reduced permitting risks	<ul style="list-style-type: none">· Potential contentious with Dog Park users
#3 – Floating Array	<ul style="list-style-type: none">· Located on WWMF site· Reduced permitting risks	<ul style="list-style-type: none">· High install costs· Limited vendor availability· System installed on water affects operation & maintenance costs

#4 – Carport Style (Location not feasible)	<ul style="list-style-type: none"> · Provides shading for cars 	<ul style="list-style-type: none"> · Insufficient area to meet basis of design array requirements · Proximity to the baseball field could result in potential damage · High install cost
#5 – Forested Area (Location not ideal and potentially not feasible)	<ul style="list-style-type: none"> · Less likely to trigger public opposition 	<ul style="list-style-type: none"> · High install cost, long runs to WWMF · Shading impacts w/o significant tree removal · Potential environmentally sensitive trees which would hamper permitting efforts · Homeless encampment in the area
#6 – Pond 5	<ul style="list-style-type: none"> · Reduced permitting risks · Lower install costs · Greater security 	<ul style="list-style-type: none"> · Existing vegetation needs to be removed · Geotechnical conditions unknown

As the Table indicates, Ameresco’s analysis resulted in only three viable alternatives 1) The Dog Park Area, 2) A Floating system on one of the WWMF Ponds, or 3) The unused Pond 5 area. Ameresco calculated the installed cost and ran it through the HOMER Grid Model to come up with a Levelized Cost of Energy (LCOE) to compare the alternatives. The Cost Comparison for these three alternatives is provided in the following table.

Alternative	HOMER LCOE (\$/kWh)	HOMER 30 yr Net Present Cost	Total System Installed Cost	Avg. Net Annual System Savings over 30 yrs
Do Nothing	0.249	\$3,573,194	-	-
Dog Park	0.095	\$1,854,753	\$1,957,520	\$57,281
Floating Array	0.158	\$3,026,240	\$3,966,884	\$18,232
Pond 5	0.115	\$2,262,619	\$2,832,590	\$43,686

The Dog Park alternative is the most cost effective because it is the least expensive to construct since it is located on open ground immediately adjacent to the electrical switch gear at the WWMF. This is also likely to be the most controversial option with the Public. Although the “Dog Park” area could be moved to the south of the array as well as to the north, there would undoubtedly be Public opposition to this alternative. A new “Dog Park” area would be similar in size to the existing area, but slightly smaller and less open. The fencing of the array would also cause visual impacts to the users of the new Dog Park.

The next most cost-effective alternative (\$407,866 more in Net Present Cost as compared to the Dog Park) is to locate the array within the footprint of Pond 5. This Pond is no longer utilized as part of the treatment process since the WWMF upgrade. It does have extensive bulrush in it, which would have to be removed, The footings for the array would likely be more expensive given the less than ideal soils that make up the Pond bottom. Both issues result in increased construction costs. However, Ameresco has built arrays on landfills and in other similar conditions and is confident in the

construction feasibility and costs provided. The location of the array within the footprint of the WWMF will also make it more secure and easier to maintain and operate.

It should be noted that the \$2.8M estimated for the construction cost for the Park 5 area is still well within the State Water Resource Control Board (SWRCB) Energy Efficiency Funding amount. The total SWRCB funding amount is \$4.97M of which 50% is grant and 50% is loan; however, this funding total also covers the Hiller Lift Station upgrades and the purchase of flow monitoring equipment. The Hiller and flow monitoring costs are expected to be \$430,000, leaving \$4.54M to fund the Microgrid. The \$2.8M cost for the Pond 5 alternative is also \$1.8M lower than the \$4.6M design/build cost provided by the next responsive bidder for this project.

It should also be noted that the SWRCB is a 50% grant and 50% loan program, so the cost to the District for the construction of the Dog Park option is $\$1,957,520/2 = \$978,760$. The cost to the District for the construction of the Pond 5 option is $\$2,832,590/2 = \$1,416,295$. The District's cost will be covered by a 15-year loan from the SWRCB at 1.8% per annum interest rate. The total additional cost paid by the District for the Pond 5 option is \$437,535 principal plus \$61,520 in interest.

Given the likely extensive Public opposition to locating the solar array in the Dog Park area, and the greater security afforded by having the array located with the WWMF fenced area, it is recommended that the Pond 5 site be chosen and that Staff direct Ameresco to move forward on the design for this alternative.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

As detailed above.

Environmental Requirements:

The design/build contract with Ameresco includes the costs and requirements to do the necessary CEQA and other permitting associated with this project. These tasks will be performed once the final project site location and design is completed.

Exhibits/Attachments:

- Attachment 1 – Microgrid Project High Level Review Report, Ameresco, Aug. 2020.

McKinleyville CSD - Microgrid Project

High Level Review Report

Prepared by:



Ameresco
111 Speen Street, Suite 400
Framingham, MA 01701

Ameresco Project No. 06884
August 24, 2020

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Enclosures: Pond 5 Location Homer Grid Report

1. BACKGROUND

The intent of this report is to describe the high-level review findings along with advantages and disadvantages of the various locations for establishment of a new solar array in the context of stated project goals and other constraints to assist in decision making efforts. A pre-design report will be prepared in the future to supplement this report per the contract requirements. Areas considered area as follows:

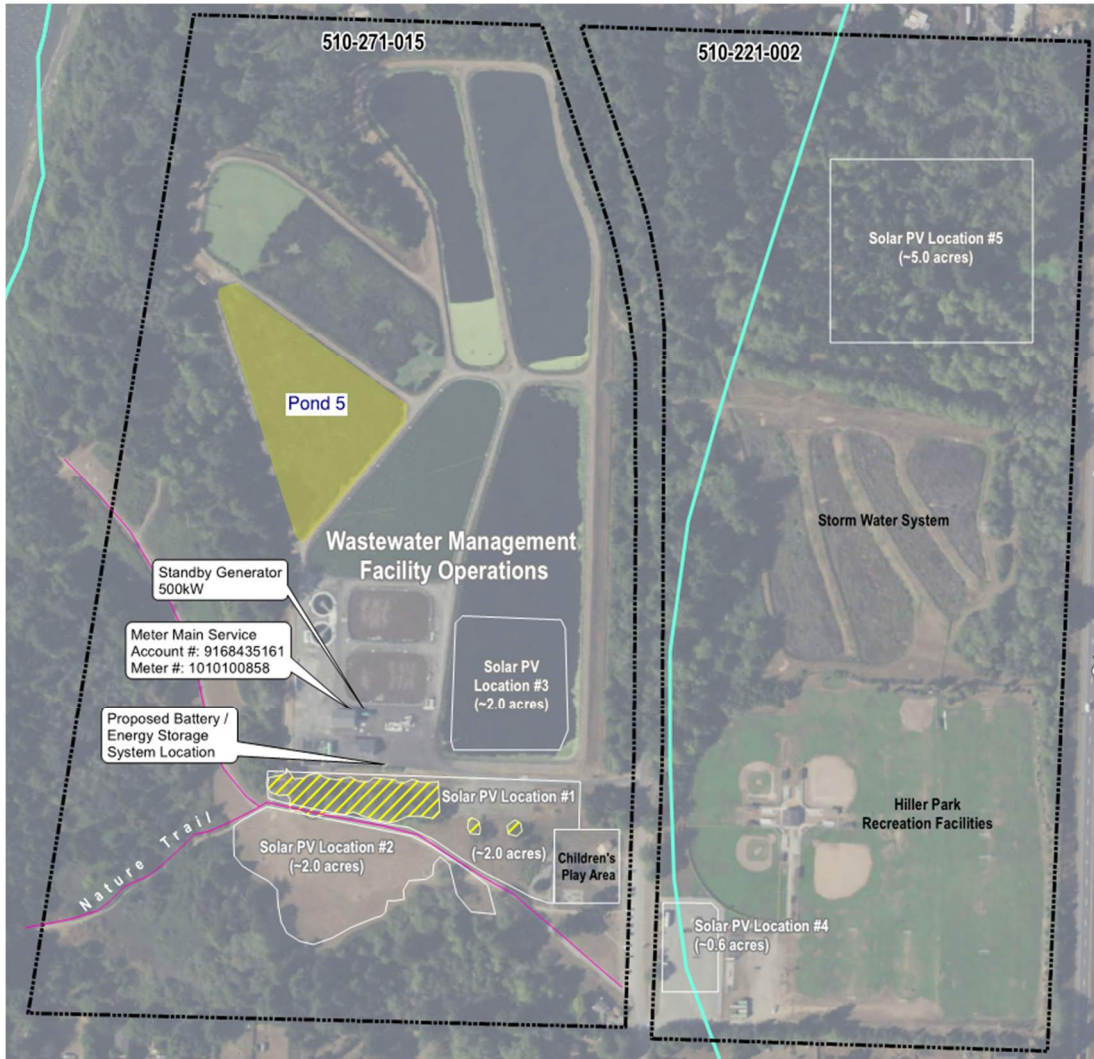


Figure 1. Solar array areas

2. BASIS OF DESIGN

The District's goal is to size the solar photovoltaic (PV) array to offset 100% of documented annual electricity use at the wastewater treatment plant (WWTP) and interconnect to the electric power utility. Per the Basis of Design memo prepared by GHD, array sizing is approximately 580 kW DC. As such, 583 kW DC was utilized as the basis for this evaluation.

3. LOCATIONS

3.1. AREA DIRECTLY SOUTH OF THE WWTP “TREE AREA” (LOCATION #1)

As detailed in the RFP, 0.6 acres of this area contains existing trees. In this space, protected species of trees are present between the existing walking path and WWTP facility (see Figure 2 below). Feedback provided by GHD staff stated that removal of even a single tree could be problematic based on comments they have received from the California Coastal Commission (CCC).



Figure 2. Existing trees within Dog Park Area

Sufficient area is not available between the existing walking path and the WWTP area to meet the basis of design array sizing needed for this project due to tree shading unless tree removal occurs. Tree removal would also add costs and a high level of permitting uncertainty. Therefore, this location is not feasible.

One benefit of this area is that this is a less used area for Dog Park visitors and there is likely to be less resistance for repurposing for a WWTP solar array.

3.2. DOG PARK AREA (LOCATION #2)

Multiple array configurations were evaluated in the Dog Park area. This included the 100% array (Figure 3) sizing per the basis of design in addition to a 110% array (Figure 4) configuration. A roughly rectangular configuration was preferred based on feedback received from GHD. In both configurations, the Dog Park land would need to be allocated by the City which may be met with opposition from the community.



Figure 3. 100% array layout in Dog Park Area

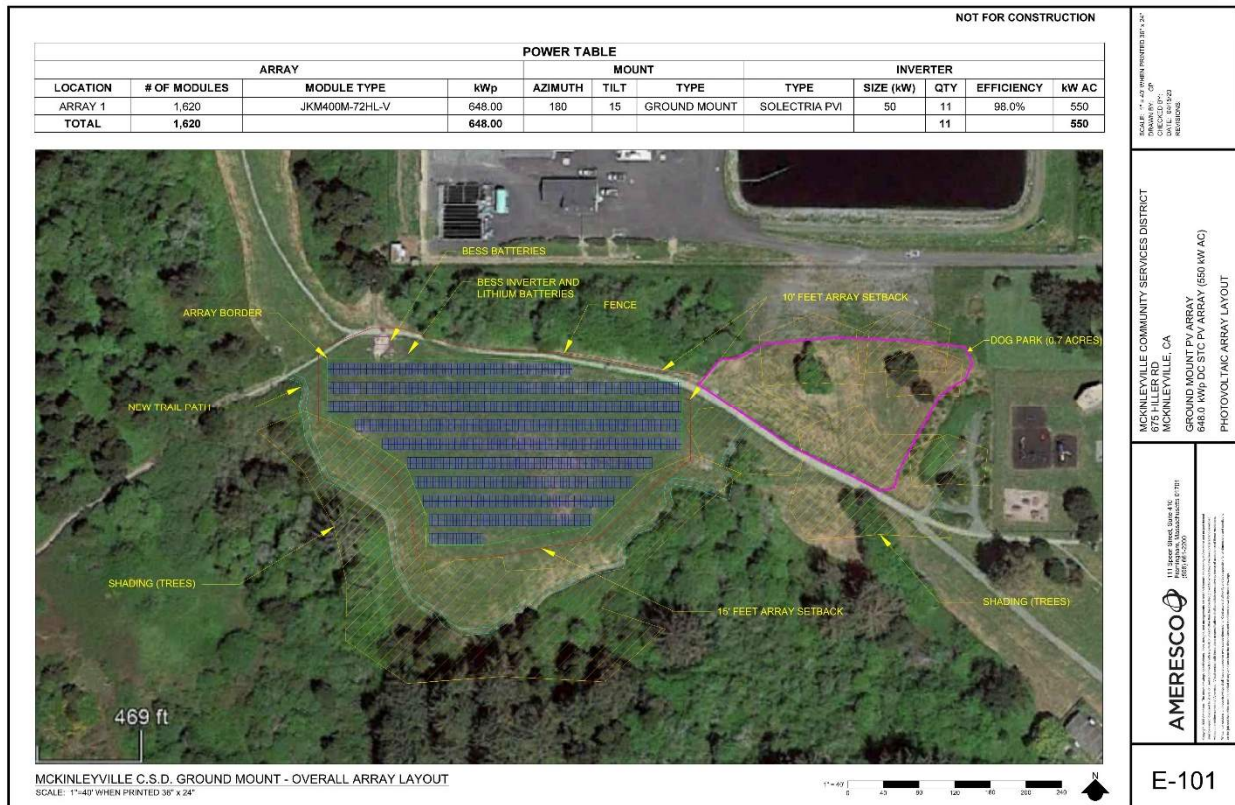


Figure 4. 110% array layout in Dog Park Area

3.3. FLOATING ARRAY LOCATED ON THE WWTP POND (LOCATION #3)

A floating array could be established on one of the active WWTP ponds, see Figure 5. This approach would save space and no additional land would need to be procured by the district as it would fall within the WWTP boundary limits.

Specialty floating array systems would be needed, and special care would be required for operation and maintenance due to the proximity of water to an electrical source. Due to the specialty nature of the system, only a small list of vendors and experienced installers are available to provide services. Thus, the installed cost per watt is significantly higher than a comparable ground mount system.



Figure 5. Floating solar array

3.4. CARPORT STYLE SYSTEM LOCATED AT HILLER PARK (LOCATION #4)

Solar carports have the benefit of displaying to the community the District's commitment to renewable energy investments and provides shade for parked cars. A carport style system located at Hiller Park is not large enough by itself (0.6 acres) to site a solar PV system to meet the basis of design requirements but may be used in combination with other alternative sites. Proximity to the baseball field may present a hazard to the array, with potential damage caused by baseballs. Because the array is elevated and supported with significant clearance for cars, the mounting system is more costly than ground mount systems which are installed close to the ground surface and leads to higher installation costs on a per watt basis.

3.5. FORESTED AREA NORTH OF HILLER PARK (LOCATION #5)

There is a forested area north of Hiller Park that is not currently being utilized by the District. The area is far from the facility's point of interconnection and would need to be cleared prior to development. The area is also known to have homeless encampments and may require greater security considerations. However, the area is outside of the coastal zone and would likely have fewer environmental compliance and permitting challenges to project implementation. Based on feedback from GHD staff, this area may also have environmentally sensitive tree species present which could complicate location of the solar array. Due to the high costs of routing for electrical service connection in a remote location, coupled with the other downsides listed above, this location is not ideal.

3.6. POND 5 – SOLAR ARRAY LOCATED IN THE BOTTOM OF THE EXISTING POND LIMITS (LOCATION #6)

One location that was not identified in the RFP but offers a potentially viable solution is Pond 5 (Location #6). Locating the array within the boundary limits of the WWTP can simplify the permitting process while removing uncertainties with respect to land reassignment necessary for other locations. Based on feedback from the WWTP operators, Pond 5 is not actively being utilized by the facility to meet water quality goals and can be repurposed for greater benefit to the district. There is ample space for the proposed array needs (see Figure 6) with additional space available to upsize the array if desired by the District.

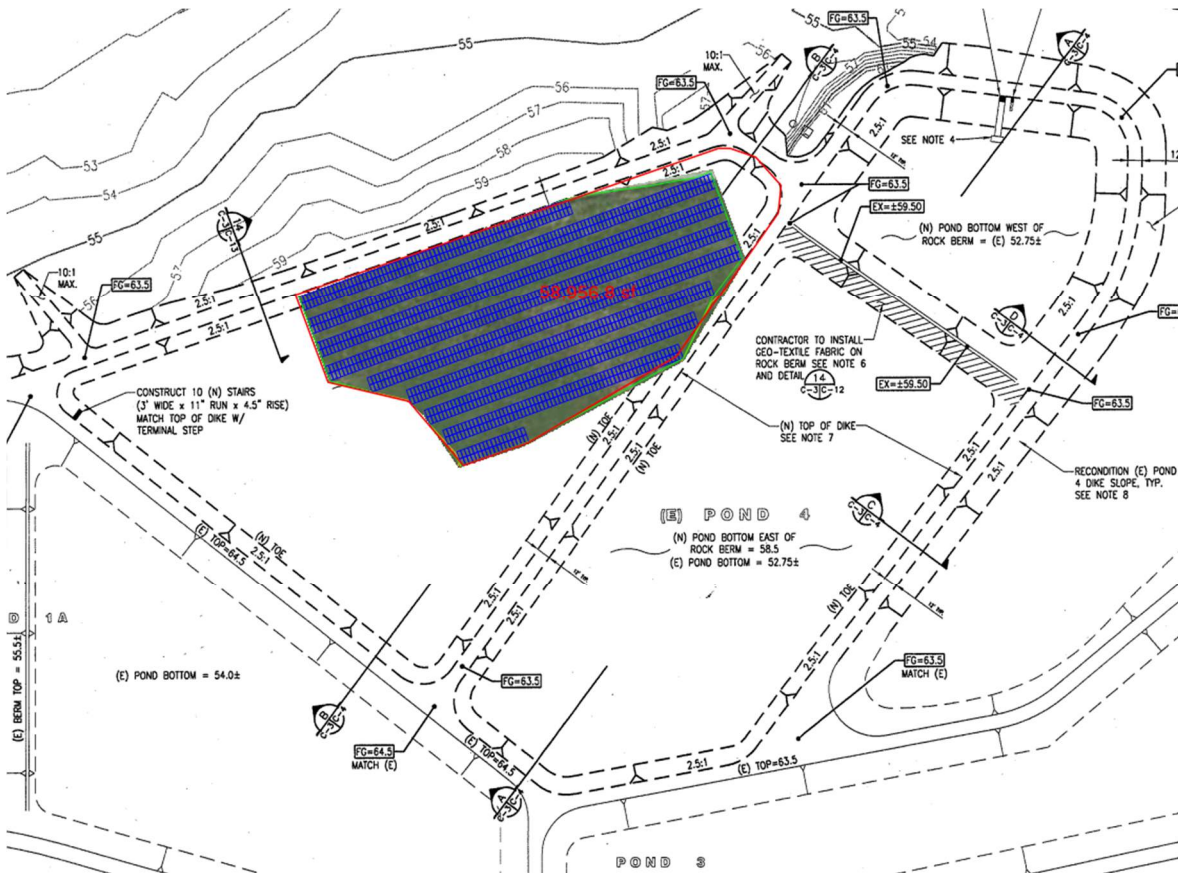


Figure 6. 100% array in Pond 5

Locating the array on the WWTP site allows for relatively short conduit runs back to the electrical room versus many other options, which translates into lower total costs for the District. Existing vegetation would need to be removed from the pond and depending on geotechnical conditions, some remedial soils work might be necessary. Array design may consist of an interlocking support system designed for areas with settlement similar to landfill sites Ameresco has installed in the past.

4. PROS & CONS

Please see below a chart constituting the positive (Pros) and negative (Cons) of the options available.

The pros and cons for each site in a table format is as follows:

<u>Location</u>	<u>Pros</u>	<u>Cons</u>
#1 – Dog Park, tree area (Location not feasible)	<ul style="list-style-type: none"> • Less contentious area, higher probability utilizing this land area for an array 	<ul style="list-style-type: none"> • Permitting uncertainty due to need to remove trees, high likelihood of not being able to secure permits due to environmentally sensitive trees • Shading from existing trees reduces output, cannot meet basis of design criteria
#2 – Dog Park	<ul style="list-style-type: none"> • No tree removal required • Proximity to WWTP • Lower install costs • Reduced permitting risks 	<ul style="list-style-type: none"> • Potential contentious environment from neighbors which may block the ability to utilize this land area for an array
#3 – Floating Array	<ul style="list-style-type: none"> • Located on WWTP site • Reduced permitting risks 	<ul style="list-style-type: none"> • High install costs • Limited vendor availability • System installed on water affects operation and maintenance costs
#4 – Carport Style (Location not feasible)	<ul style="list-style-type: none"> • Provides shading for cars 	<ul style="list-style-type: none"> • Insufficient area to meet basis of design array requirements • Proximity to the baseball field, potential array damage • High install cost
#5 – Forested Area (Location not ideal)	<ul style="list-style-type: none"> • Less likely to trigger public opposition, array located in a remote area 	<ul style="list-style-type: none"> • High install cost, long runs to WWTP • Shading impacts without significant tree removal • Potential environmentally sensitive trees which would hamper permitting efforts • Homeless encampment in the area
#6 – Pond 5	<ul style="list-style-type: none"> • Located on WWTP site • Reduced permitting risks • Lower install costs 	<ul style="list-style-type: none"> • Existing vegetation needs to be removed and geotechnical conditions unknown

As seen in the table above: Locations #2, 3, and 6 are the most ideal for a new array.

5. VALUE COMPARISON

Scenario	HOMER LCOE* (\$/kWh)	HOMER 30y NPC* (Net Present Cost)	Total System Install Cost*	Average Net Annual System Savings over 30 years*
Current Scenario (Do Nothing)	0.249	\$3,573,194	-	-
Solar Only (583 kW) (Location #2)	0.043	\$975,355	\$1,183,753	\$86,595
Solar (583 kW) + Battery (500 kW/1340 kWh) (Location #2)	0.095	\$1,854,753	\$1,957,520	\$57,281
Floating Solar Only (Location #3)	0.090	\$1,980,028	\$3,193,117	\$53,106
Floating Solar (583 kW) + Battery (500 kW/1340 kWh) (Location #3)	0.158	\$3,026,240	\$3,966,884	\$18,232
Pond 5 Solar (583 kW) + Battery (500 kW/1247 kWh) (Location #6)	0.115	\$2,262,619	\$2,832,590	\$43,686

* Costs based on a set of assumptions and product availability at the time of calculation. Final costs and associated LCOE/savings shall be verified after construction drawing completion.

Figure 7. Revised summary table with Pond 5 location added

6. NEXT STEPS

We believe this high-level review report will assist the District in decision making efforts. We recommend an array located where Pond 5 (Location #6) currently exists for the least amount of potential risks since the land is already used by the WWTP. This sidesteps virtually all the issues with public opposition associated with the Dog Park area (Location #2) and is much more economical than the floating solar option (Location #3).



System Simulation Report



File: MCSD_500-1247_grant.hgrid

Author: PV

Location: 1656 Sutter Rd, McKinleyville, CA 95519, USA (40°56.1'N, 124°6.0'W)

Total Net Present Cost: \$2,262,619.00

Levelized Cost of Energy (\$/kWh): \$0.115

Notes: MCSD



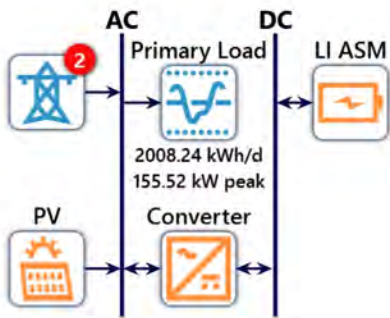
Table of Contents

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PV: Imported PV Production	7
Storage: Generic 1kWh Li-Ion [ASM]	9
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System Architecture

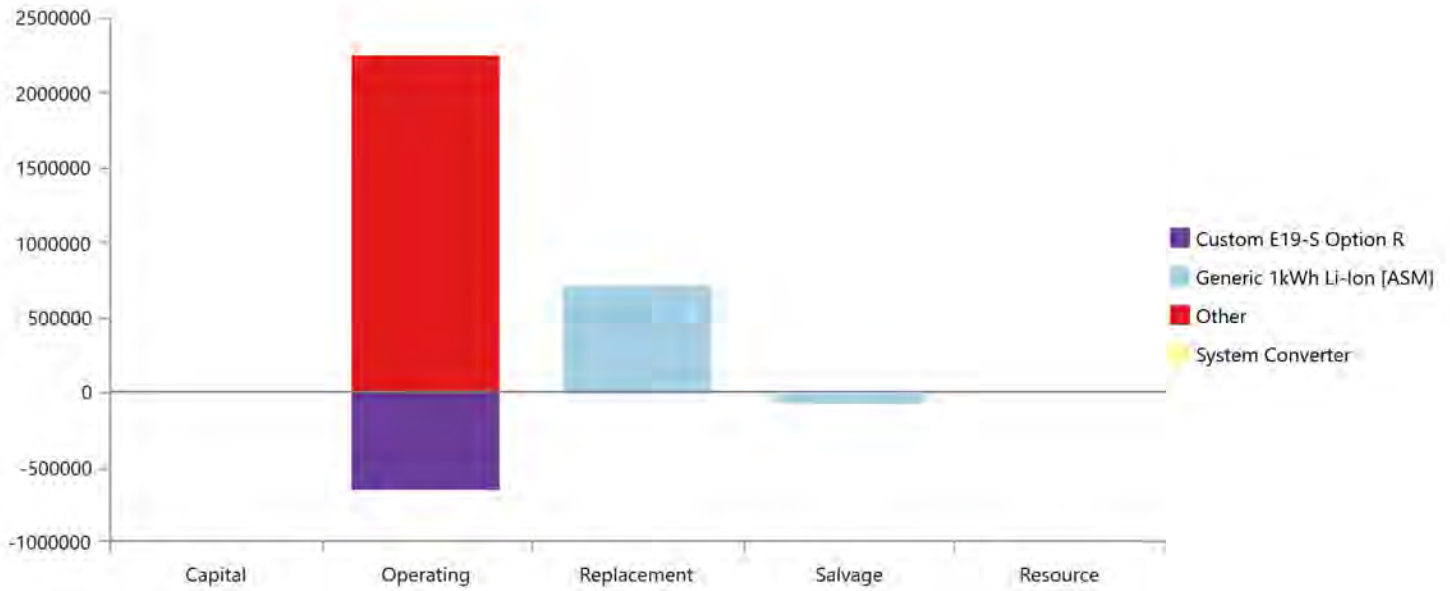
Component	Name	Size	Unit
PV	Imported PV Production	583	kW
Storage	Generic 1kWh Li-Ion [ASM]	1,247	strings
System converter	System Converter	500	kW
Dispatch strategy	HOMER Peak Shaving		
Utility	Custom E19-S Option R		

Schematic





Cost Summary



Net Present Costs

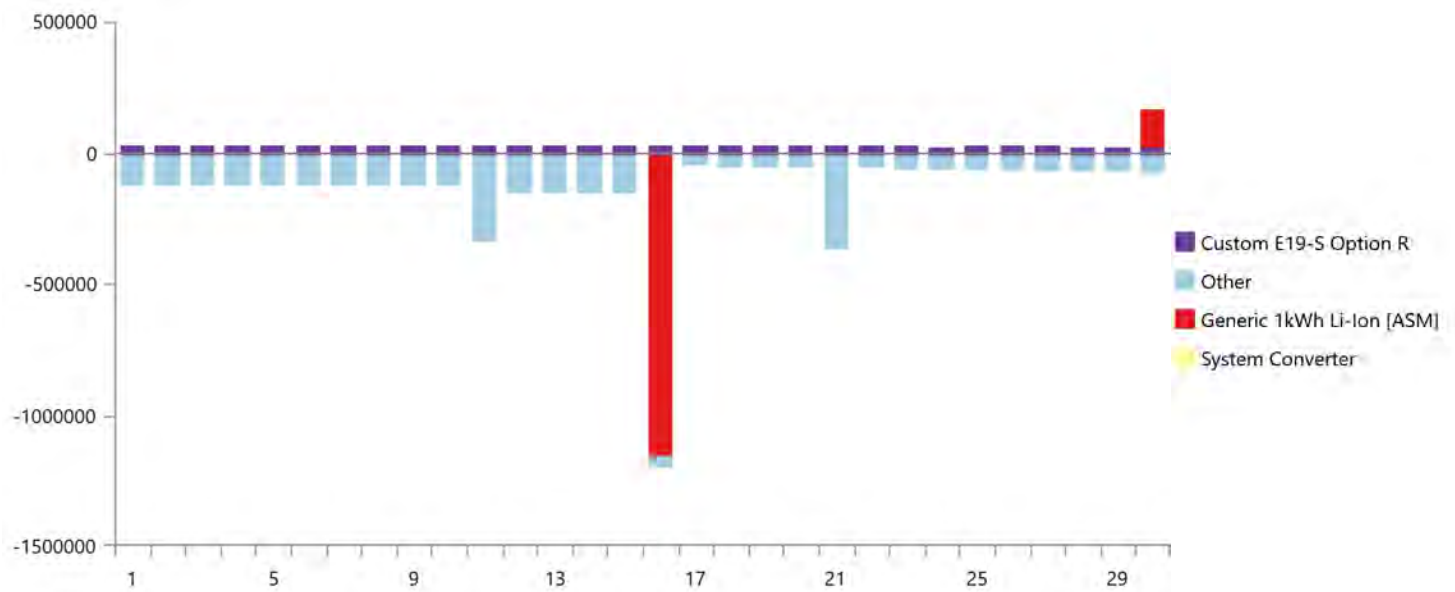
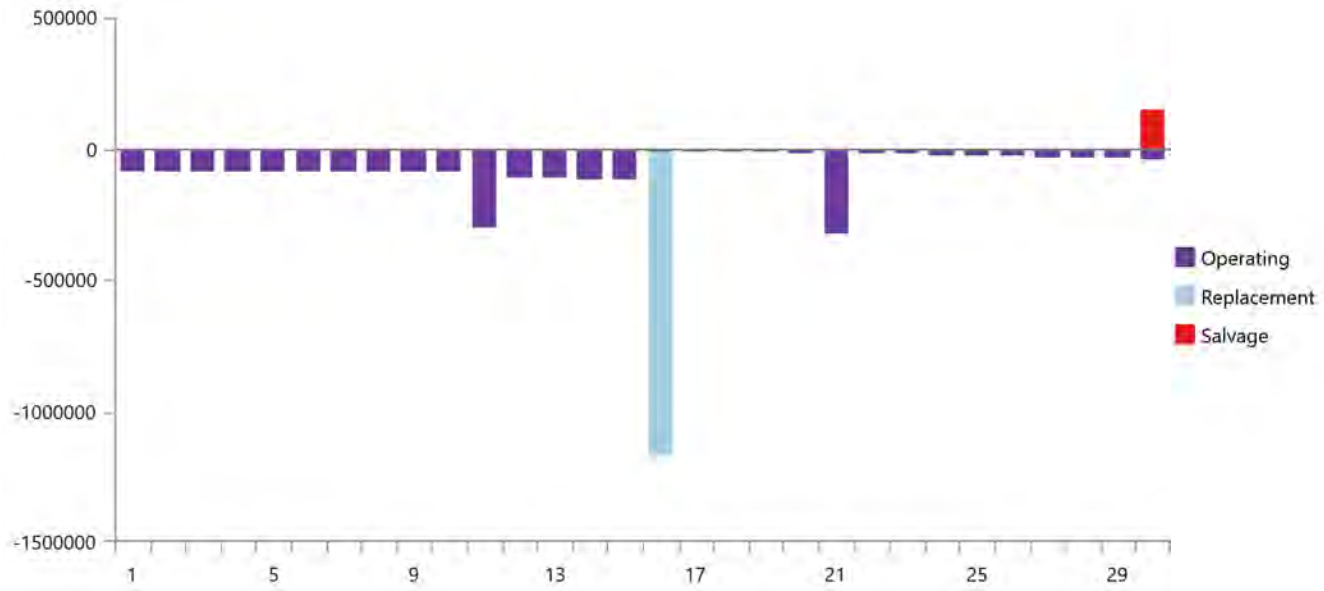
Name	Capital	Operating	Replacement	Salvage	Resource	Total
Custom E19-S Option R	\$0.00	-\$650,802	\$0.00	\$0.00	\$0.00	-\$650,802
Generic 1kWh Li-Ion [ASM]	\$0.00	\$0.00	\$722,874	-\$59,738	\$0.00	\$663,136
Other	\$0.00	\$2.25M	\$0.00	\$0.00	\$0.00	\$2.25M
System Converter	\$0.00	\$0.00	\$0.00	-\$2,512	\$0.00	-\$2,512
System	\$0.00	\$1.60M	\$722,874	-\$62,250	\$0.00	\$2.26M

Annualized Costs

Name	Capital	Operating	Replacement	Salvage	Resource	Total
Custom E19-S Option R	\$0.00	-\$33,203	\$0.00	\$0.00	\$0.00	-\$33,203
Generic 1kWh Li-Ion [ASM]	\$0.00	\$0.00	\$36,880	-\$3,048	\$0.00	\$33,833
Other	\$0.00	\$114,936	\$0.00	\$0.00	\$0.00	\$114,936
System Converter	\$0.00	\$0.00	\$0.00	-\$128.15	\$0.00	-\$128.15
System	\$0.00	\$81,733	\$36,880	-\$3,176	\$0.00	\$115,437



Cash Flow





Electrical Summary

Production Summary

Component	Production (kWh/yr)	Percent
Imported PV Production	769,545	72.2
Grid Purchases	296,893	27.8
Total	1,066,438	100

Consumption Summary

Component	Consumption (kWh/yr)	Percent
AC Primary Load	733,006	71.7
Grid Sales	289,306	28.3
Total	1,022,313	100

PV: Imported PV Production

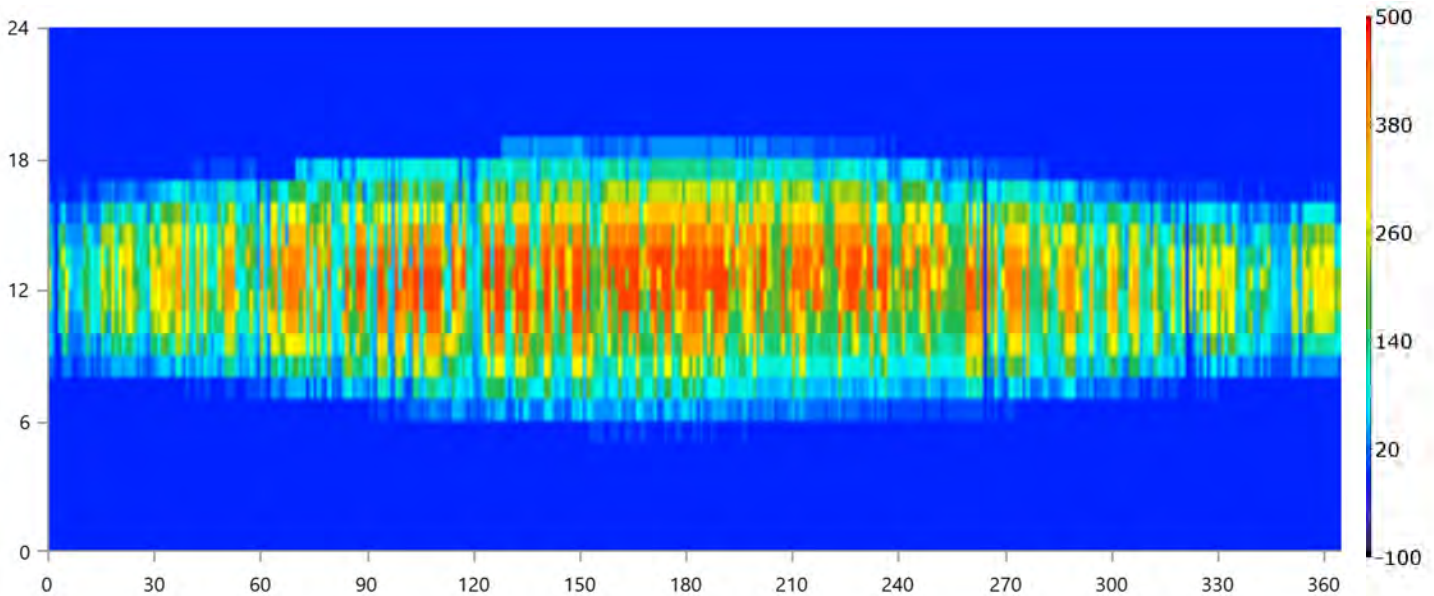
Imported PV Production Electrical Summary (First Year)

Quantity	Value	Units
Minimum Output	-0.586	kW
Maximum Output	487	kW
PV Penetration	105	%
Hours of Operation	4,242	hrs/yr
Levelized Cost	0	\$/kWh

Imported PV Production Statistics (First Year)

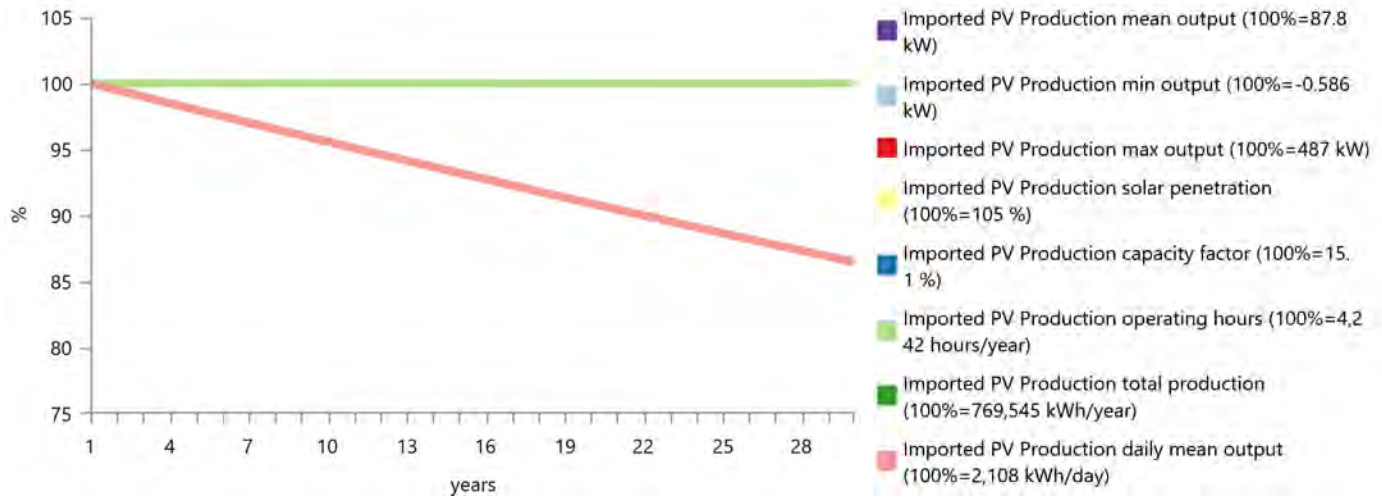
Quantity	Value	Units
Rated Capacity	583	kW
Mean Output	87.8	kW
Mean Output	2,108	kWh/d
Capacity Factor	15.1	%
Total Production	769,545	kWh/yr

Imported PV Production Output (kW, first year)





Imported PV Production Multiyear Trends (Percent of First Year Value)



Storage: Generic 1kWh Li-Ion [ASM]

Generic 1kWh Li-Ion [ASM] Properties (First Year)

Quantity	Value	Units
Batteries	1,247	qty.
String Size	1.00	batteries
Strings in Parallel	1,247	strings
Bus Voltage	3.70	V

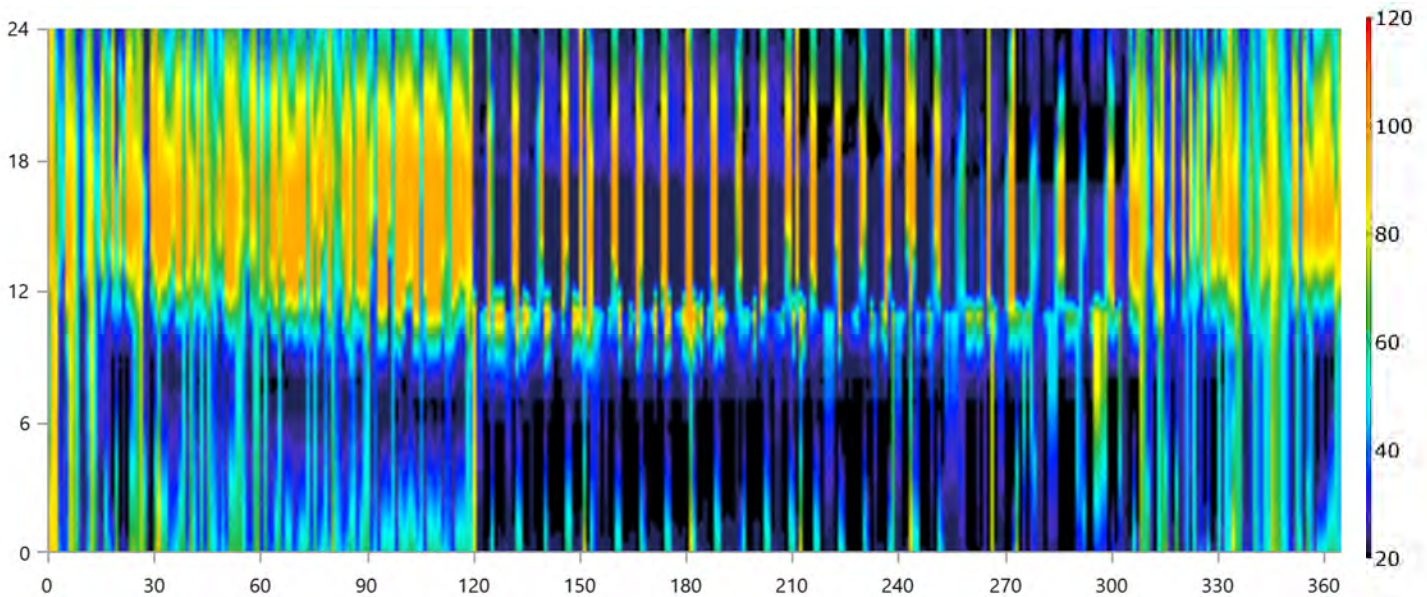
Generic 1kWh Li-Ion [ASM] Result Data (First Year)

Quantity	Value	Units
Energy In	239,820	kWh/yr
Energy Out	219,281	kWh/yr
Storage Depletion	-921	kWh/yr
Losses	19,618	kWh/yr
Annual Throughput	228,616	kWh/yr

Generic 1kWh Li-Ion [ASM] Statistics (First Year)

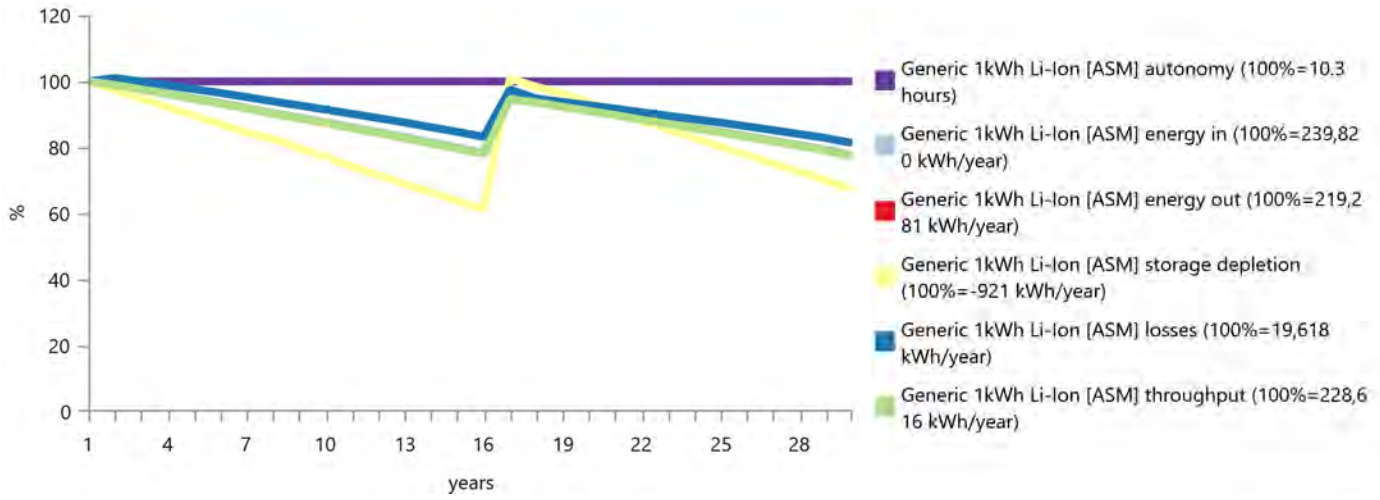
Quantity	Value	Units
Autonomy	10.3	hr
Storage Wear Cost	0.317	\$/kWh
Nominal Capacity	1,273	kWh
Usable Nominal Capacity	1,019	kWh

Generic 1kWh Li-Ion [ASM] State of Charge (% , first year)





Generic 1kWh Li-Ion [ASM] Multiyear Trends (Percent of First Year Value)



Converter: System Converter

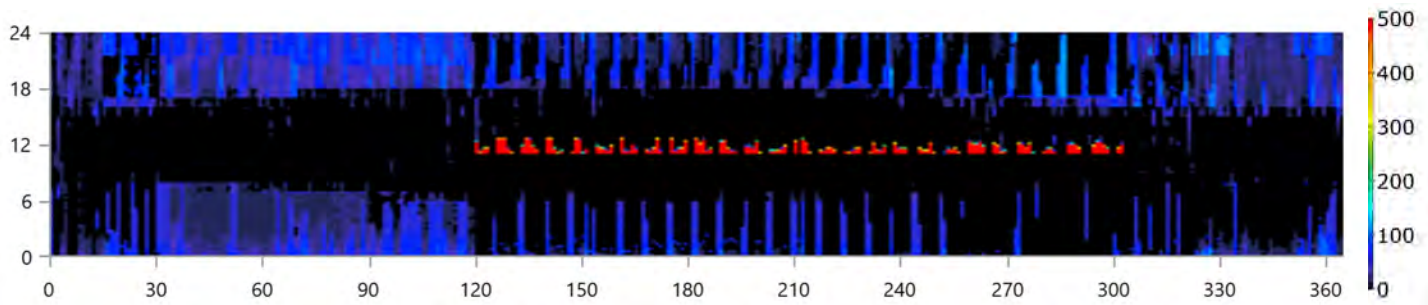
System Converter Electrical Summary (First Year)

Quantity	Value	Units
Hours of Operation	5,547	hrs/yr
Energy Out	208,317	kWh/yr
Energy In	219,281	kWh/yr
Losses	10,964	kWh/yr

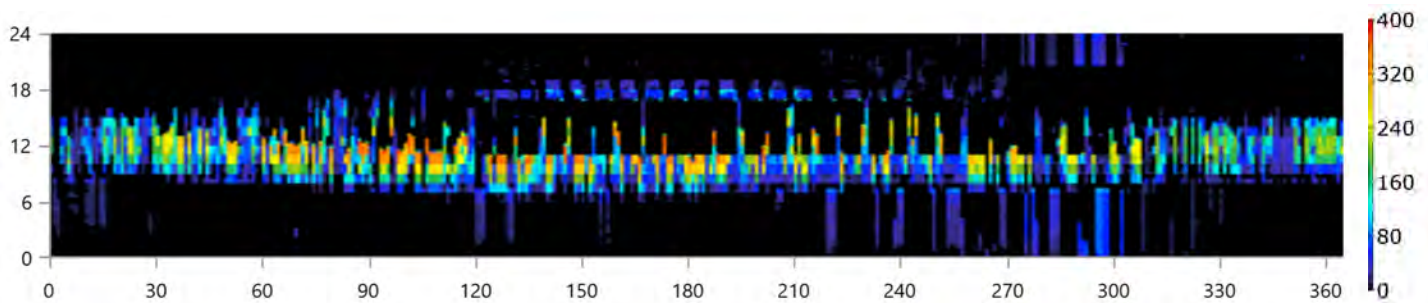
System Converter Statistics (First Year)

Quantity	Value	Units
Capacity	500	kW
Mean Output	23.8	kW
Minimum Output	0	kW
Maximum Output	500	kW
Capacity Factor	4.76	%

System Converter Inverter Output (kW, first year)

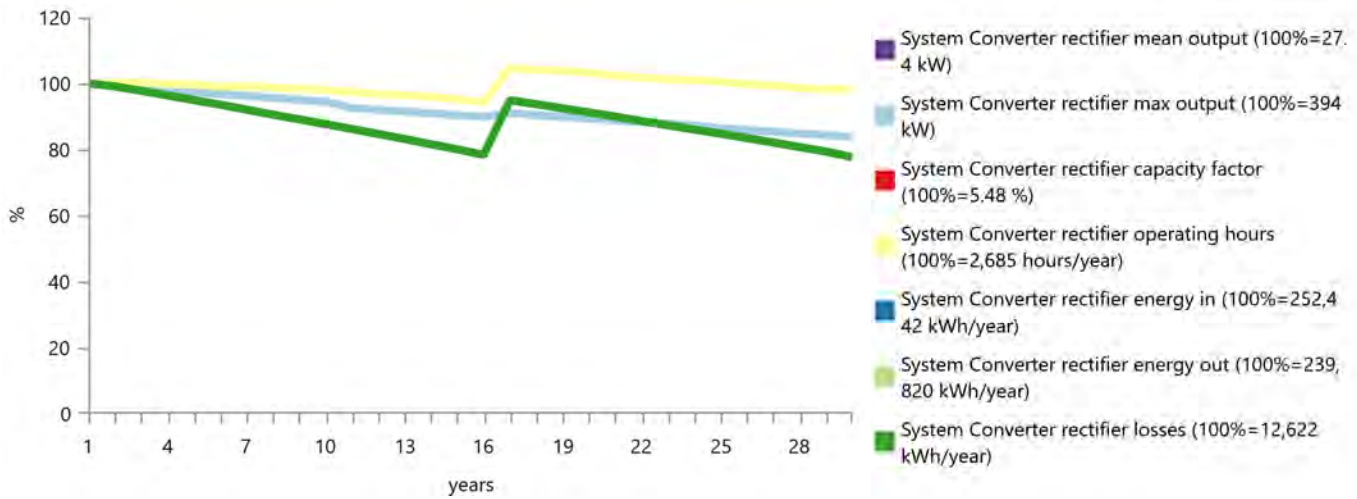
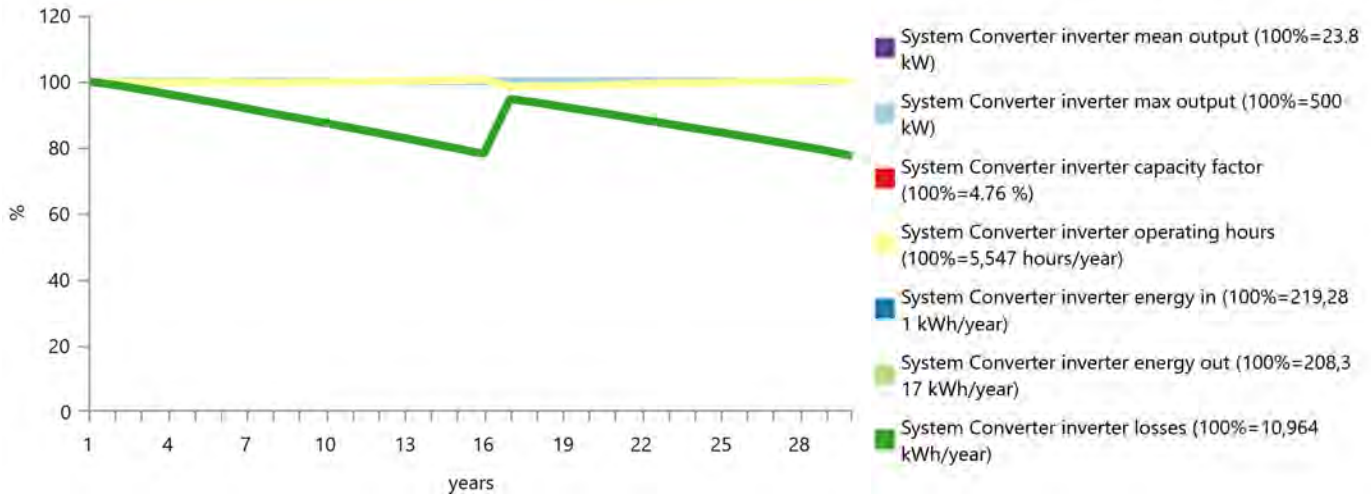


System Converter Rectifier Output (kW, first year)





System Converter Multiyear Trends (Percent of First Year Value)



Utility: E 19 Option R: Custom E19-S Option R

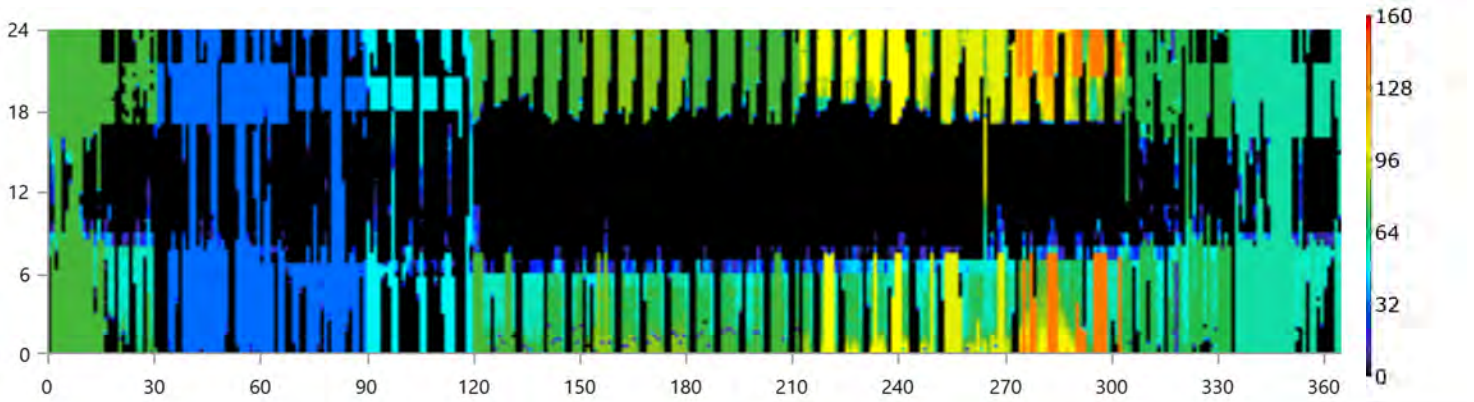
Utility Bill Summary

Charge Type	Amount
Consumption Charge	-\$50,526
Demand Charge	\$17,614
Demand Response Credit	\$0.00
Fixed Rate	\$0.00
Minimum Rate	\$0.00
Total	-\$32,912

Utility Monthly Summary

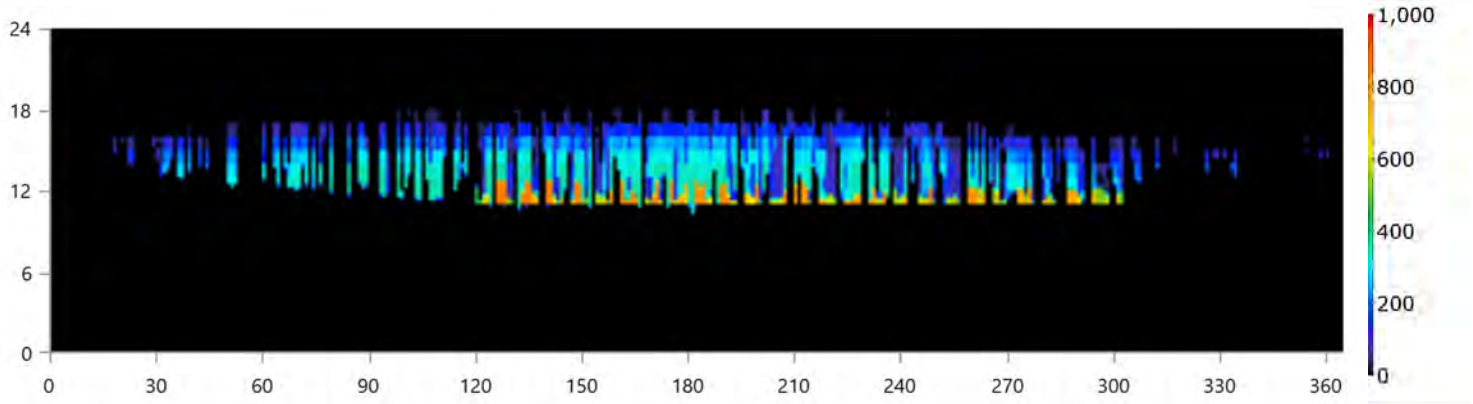
Month	Energy Purchased (kWh)	Energy Sold (kWh)	Net Energy Purchased (kWh)	Peak Load (kW)	Energy Charge	Demand Charge	Fixed Charge	Minimum Charge	Taxes	Total
January	34,706	763	33,943	150	\$3,308	\$1,481	\$0.00	\$0.00	\$0.00	\$4,789
February	13,865	6,766	7,099	120	\$617.33	\$652.91	\$0.00	\$0.00	\$0.00	\$1,270
March	13,426	17,830	-4,405	116	-\$564.23	\$669.21	\$0.00	\$0.00	\$0.00	\$104.98
April	11,882	22,251	-10,369	122	-\$1,151	\$915.85	\$0.00	\$0.00	\$0.00	-\$234.81
May	22,001	48,019	-26,018	137	-\$13,043	\$1,539	\$0.00	\$0.00	\$0.00	-\$11,504
June	21,831	48,096	-26,265	133	-\$11,931	\$1,671	\$0.00	\$0.00	\$0.00	-\$10,260
July	20,282	48,540	-28,258	120	-\$12,651	\$1,536	\$0.00	\$0.00	\$0.00	-\$11,116
August	26,352	40,568	-14,215	143	-\$10,303	\$1,961	\$0.00	\$0.00	\$0.00	-\$8,343
September	29,441	29,328	113	137	-\$6,156	\$1,916	\$0.00	\$0.00	\$0.00	-\$4,240
October	41,311	24,597	16,714	143	-\$4,412	\$2,726	\$0.00	\$0.00	\$0.00	-\$1,687
November	30,110	1,953	28,157	156	\$2,735	\$1,408	\$0.00	\$0.00	\$0.00	\$4,142
December	31,686	594	31,091	126	\$3,026	\$1,140	\$0.00	\$0.00	\$0.00	\$4,166
Annual	296,893	289,306	7,587	156	-\$50,526	\$17,614	\$0.00	\$0.00	\$0.00	-\$32,912

Energy Purchased From Grid (kW, first year)





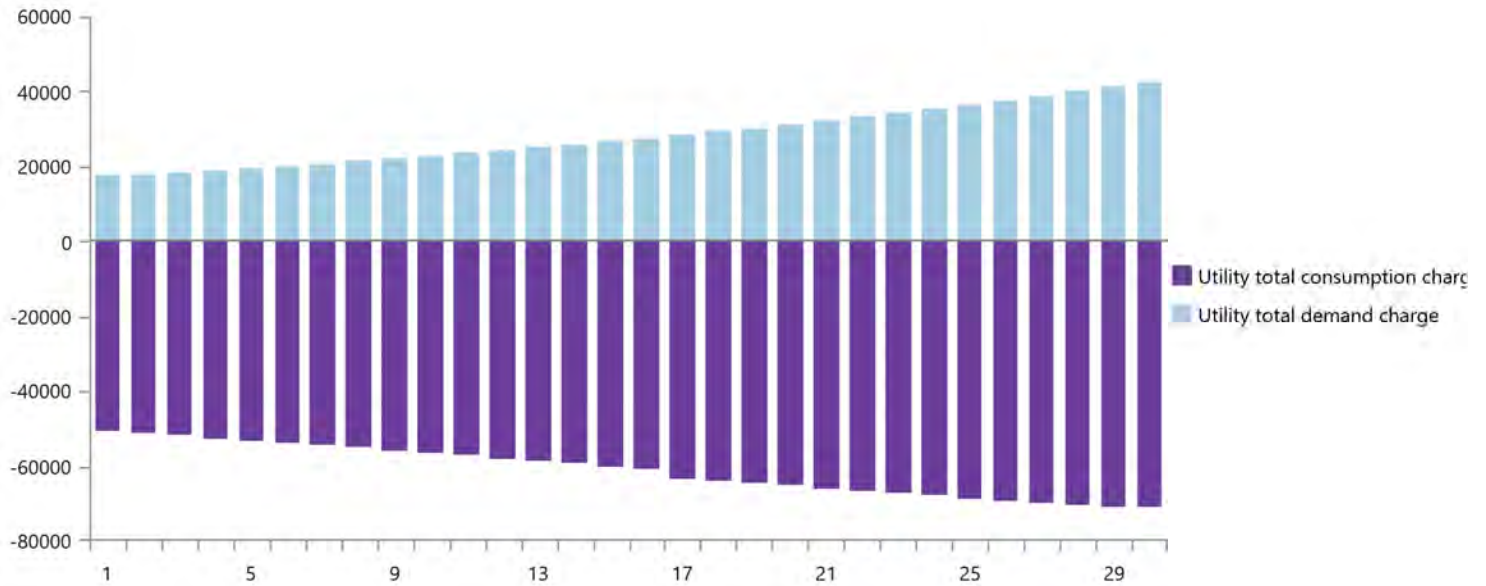
Energy Sold To Grid (kW, first year)



Utility Bill Details (first year)

Rate Group	Rate Name	Amount	Cost	Charge Type	Charge Class
New group	Summer Peak	\$0.735	\$0.735	DEMAND_BASED	NONE
New group	Winter Part Peak	\$10.28	\$10.28	DEMAND_BASED	NONE
New group	Summer Part Peak	\$306.58	\$306.58	DEMAND_BASED	NONE
New group	Summer Off Peak	\$11,040	\$11,040	DEMAND_BASED	NONE
New group	Winter Off Peak	\$6,256	\$6,256	DEMAND_BASED	NONE
New group	Summer Part Peak	\$4,696	\$4,696	CONSUMPTION_BASED	NONE
New group	Summer Off Peak	\$7,951	\$7,951	CONSUMPTION_BASED	NONE
New group	Winter Part Peak	\$830.64	\$830.64	CONSUMPTION_BASED	NONE
New group	Winter Off Peak	\$7,140	\$7,140	CONSUMPTION_BASED	NONE

Utility Bill Multi-Year Trends



Compare Economics

IRR (%): **N/A**

Discounted payback (yr): **N/A**

Simple payback (yr): **N/A**

Annual utility bill savings: **\$155,592**

	Base System	Proposed System
Net Present Cost	\$5.83M	\$2.26M
CAPEX	\$0.00	\$0.00
OPEX	\$297,238	\$115,437
Annual Demand Charge	\$47,981	\$17,614
Annual Energy Charge	\$74,698	-\$50,526
LCOE (per kWh)	\$0.406	\$0.115
CO2 Emitted (kg/yr)	463,260	201,236
Fuel Consumption (L/yr)	0	0

Base Case Electric Bill

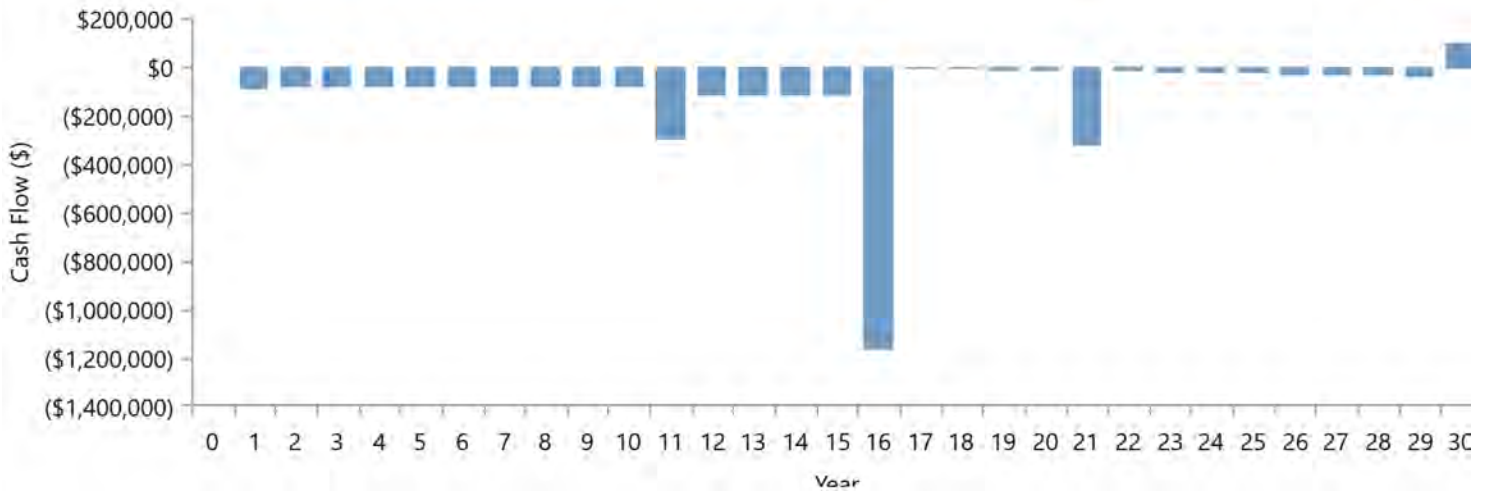
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann.
Energy Charge	\$6,222	\$4,878	\$5,512	\$5,803	\$6,220	\$6,519	\$6,458	\$6,881	\$6,555	\$7,416	\$6,282	\$5,952	\$74,698
Energy Purchased	63,145	49,666	56,321	59,275	58,753	62,222	61,284	64,865	63,074	70,062	63,621	60,719	733,006
Energy Sold	0	0	0	0	0	0	0	0	0	0	0	0	0
Demand Charge	\$2,589	\$2,198	\$2,139	\$2,245	\$5,363	\$5,347	\$5,130	\$6,023	\$5,749	\$6,060	\$2,856	\$2,282	\$47,981
Peak Load	0	0	0	0	0	0	0	0	0	0	0	0	0
Fixed Charge	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Taxes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$8,811	\$7,076	\$7,651	\$8,048	\$11,583	\$11,866	\$11,589	\$12,904	\$12,304	\$13,476	\$9,138	\$8,234	\$122,680

Predicted Electric Bill

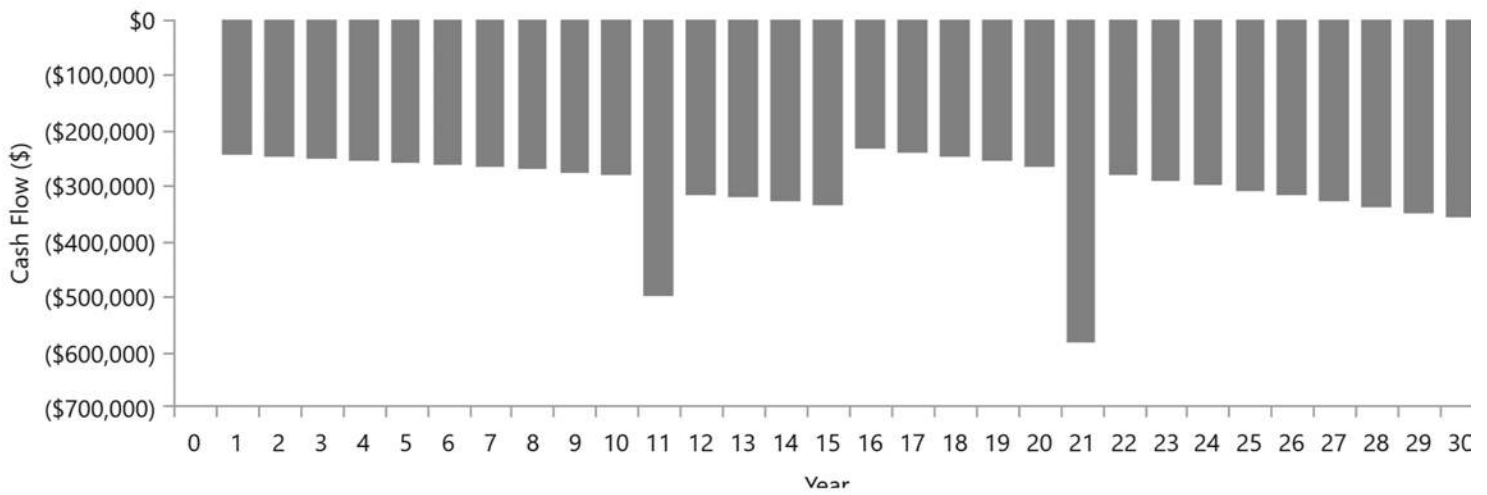
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann.
Energy Charge	\$3,308	\$617.33	-\$564.23	-\$1,151	-\$13,043	-\$11,931	-\$12,651	-\$10,303	-\$6,156	-\$4,412	\$2,735	\$3,026	-\$50,526
Energy Purchased	34,706	13,865	13,426	11,882	22,001	21,831	20,282	26,352	29,441	41,311	30,110	31,686	296,893
Energy Sold	763	6,766	17,830	22,251	48,019	48,096	48,540	40,568	29,328	24,597	1,953	594	289,306
Demand Charge	\$1,481	\$652.91	\$669.21	\$915.85	\$1,539	\$1,671	\$1,536	\$1,961	\$1,916	\$2,726	\$1,408	\$1,140	\$17,614
Peak Load	0	0	0	0	0	0	0	0	0	0	0	0	0
Fixed Charge	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Taxes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$4,789	\$1,270	\$104.98	-\$234.81	-\$11,504	-\$10,260	-\$11,116	-\$8,343	-\$4,240	-\$1,687	\$4,142	\$4,166	-\$32,912



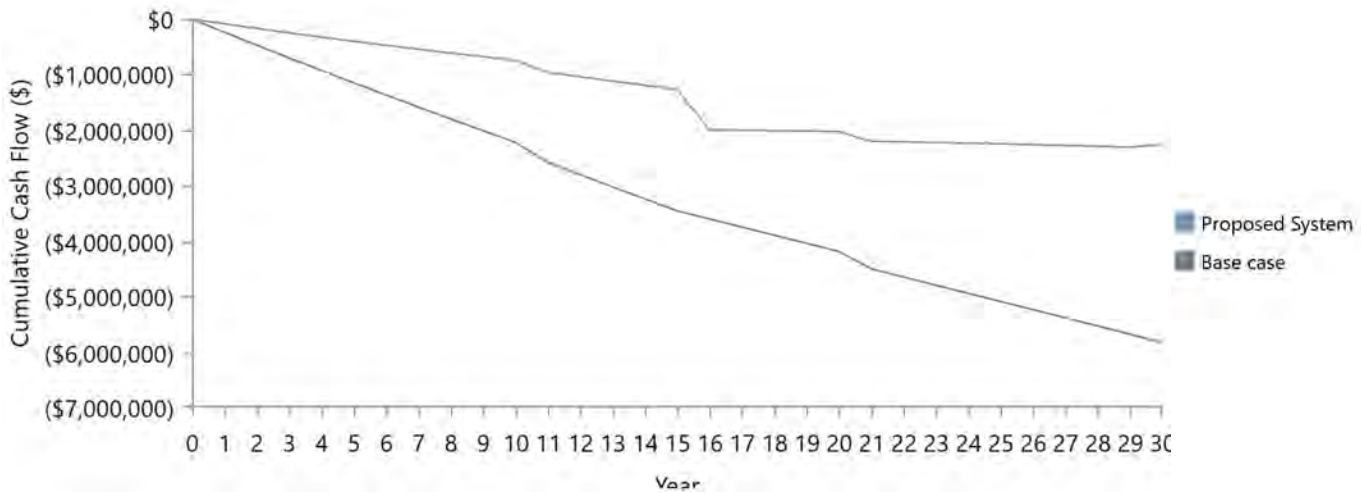
Proposed Annual Nominal Cash Flows



Base System Annual Nominal Cash Flows



Cumulative Discounted Cash Flows



McKinleyville Community Services District

BOARD OF DIRECTORS

September 2, 2020

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.A **Support Services – July-Aug 2020 Report**

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

TYPE OF ACTION: **None**

FINANCIAL, AUDIT, & BUDGET INFORMATION

The District has \$1,093,173.22 to date in the Trust Account for the next Biosolids Disposal project.

Customer adjustments at July month-end total \$779.29, which represents 3.5% of the annual \$22,000 budget for this sub-item. (GL# 501-62120)

Total Board Travel as of July 31, 2020 stands at \$350.00 which is 2.0% of the approved \$17,500 budget for this item. (GL# 001/005/501/551 62090/62155-888)

Audit/Budget Update:

The initial on-site visit for the FY2019-20 audit was done remotely. ICS, our IT system support, was able to set up secure access to all necessary drives and software programs for auditors Fedak & Brown. All documentation from the initial sample request has been provided for review. Audit confirmations have been sent out this week.

Treasurer's Report Highlights:

No Water Fund capacity fees were collected in July. Wastewater Fund capacity fees of \$6,970 were collected through the end of July. 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.

Balance Sheet

The Balance Sheet shows the assets and liabilities for each major Fund. Assets are listed first, in the order of liquidity. Subtotal lines are provided for the major categories of assets: cash and cash equivalents, accounts receivable, and prepaid expenses. Capital asset totals are listed last. Liabilities are shown in the next section. Current liabilities consist of Accounts Payable and Payroll Payables. Long-term debt and other non-current liabilities are listed for the Water and Wastewater Funds.

Of note is the fact that the governmental funds do not show either non-current assets or non-current liabilities. Generally Accepted Accounting Principles and the Government Accounting Standards Board both require a modified accrual basis of accounting for governmental funds. That means current financial resources are set against current financial requirements, and long-term assets or debt are listed separately. In this case, a net total value for General Capital Assets is shown at the bottom of the Balance Sheet report. General Long-term Liabilities are also shown there, including a summary of the actuarially calculated Pension and Other Post-Employment Benefits (OPEB) liabilities.

OTHER UPDATES

The front office has finalized response plans for the event of a person testing positive for Covid19. We are in the process of making sure all employees who must be able to work from home during a quarantine situation, including secure computer access to all necessary server applications and ability to answer customer calls.

The governor's order to suspend non-payment lock policies remains in effect, and we are now starting to see slightly more impact, even with staff's continued, concerted attempts to keep people at least reasonably current on their water bills. The current lock list is only a little longer than normal, but we are starting to see higher total balances as monthly water bills accumulate with higher summertime water use. If the governor does not rescind the order, we are likely to face higher bad debt for the FY20-21 fiscal year.

We have been informed that the County has posted the delayed interest apportionment through April 2020. However, the interest has not been applied to the Quimby Funds. The June 30 tax allocation also has not yet been posted. The original estimate for posting was mid-August. The current communication from the Auditor-Controller's office is that the tax allocation will not be posted for several weeks yet due to a "variety of reasons." They are making every effort to catch up. This is very likely to delay the completion of the finalized trial balance for the auditors, but financials.

The revised Reserve policy is expected to be brought to the Board for action during the regularly scheduled public meeting in October 2020. Discussions on the implementation of IRS Section 115 Trusts for the pension and OPEB reserves and on District investment policy will follow.

McKinleyville Community Services District

BOARD OF DIRECTORS

September 2, 2020

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.B **Operations Department – July 2020 Report**

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

TYPE OF ACTION: **None**

Water Department:

Water Statistics:

The district pumped 54.1 million gallons of water in July. Seven water quality complaints were investigated and rectified. Daily, weekly and monthly inspections of all water facilities were conducted.

Double Check Valve Testing:

Annual routine testing was conducted on Route 14 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. Semi-annual capped well inspections were also conducted.

Average and Maximum Water Usage:

The maximum water usage day was 2.3 million gallons and the average usage per day was 1.7 million gallons.

Water Distribution Maintenance:

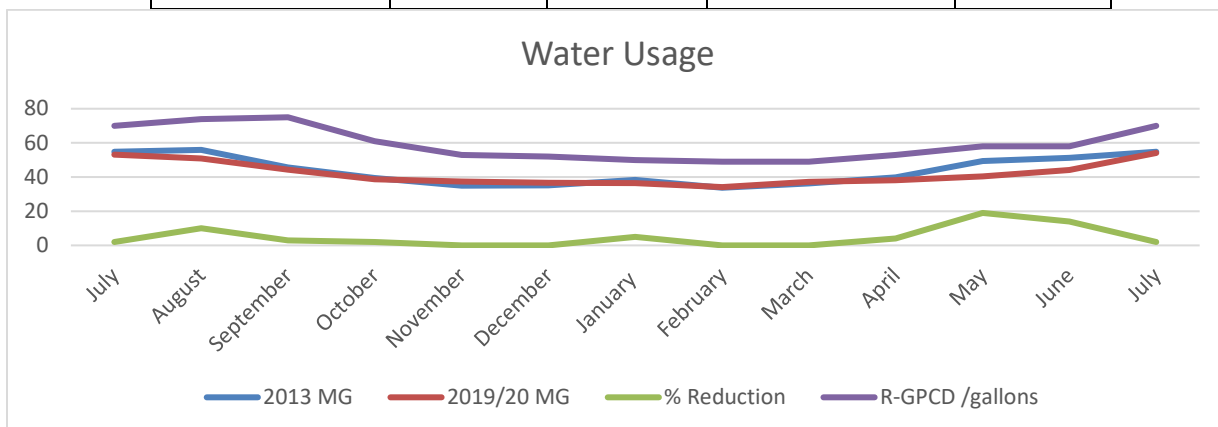
Weekly Bacteria Samples were collected on Schedules 1, 2, 3, and 4 which represent different locations in the water distribution system. The schedules are made up of a sample taken in each pressure zone. A service line leak was repaired on Ocean Drive due to faulty bedding around the pipe. Several meters were repaired due to gophers chewing wires and sending a tamper code during the meter reading. Several water service installation and repair trenches were prepped and paved.

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. Norton Tank has been getting pressure washed by staff. The dormer vent on Cochran tank was removed and reinstalled using caulking to get a better seal. Caulking was performed at the Hewitt Tanks to seal the eaves better. Pressure washing and painting took place at North Bank pump station and Cochran Tank site. The clay valve in pump 1 at Cochran was repaired due to leaking water. Amp and Meg testing was completed on all water facility motors to verify motors are running efficiently. If a motor is found to be operating outside of its designed parameters, adjustments are made to true up the motor and prevent it from burning up.

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.

	2013	2019/20	% Reduction	R-GPCD
July	54.757	53.086	2	70
August	55.908	50.871	10	74
September	45.702	44.361	3	75
October	39.439	38.625	2	61
November	34.879	37.462	(-7)	53
December	35.203	36.588	(-4)	52
January	38.241	36.457	5	50
February	33.751	34.130	(-1)	49
March	36.244	37.145	(-2)	49
April	39.755	38.065	4	53
May	49.407	40.355	19	58
June	51.337	44.200	14	58
July	54.757	54.111	2	70



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:**

26.4 million gallons of wastewater were collected and pumped to the WWMF. 26.1 million gallons of wastewater were treated and discharged to land disposal or reclamation in July.

Sewer Station Maintenance:

Monthly inspections and daily routines were conducted on all sewer stations. Staff cleaned the Fischer wet well blower as part of routine maintenance. Staining of the redwood siding was also completed at the Fischer station along with replacing the bearings in pump 2 due to pump failure and replacing the Hoist cabinet enclosure. A fallen tree was removed at the Letz lift station. Wet well washing, station cleaning and pump shimming was completed at the B Street Station. Amp and Meg testing was also completed on all sewer facility motors to verify motors are running efficiently. If a motor is found to be operating outside of its designed parameters, adjustments are made to true up the motor and prevent it from burning up.

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. Mowing and string trimming took place at the B street, and Babler sites.

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. Staff replaced the Chlorine and Sulfur Dioxide dosage regulators and complete chemical feed system including piping and valves. Staining was completed on the redwood siding around the lab exterior. Staff conducted the semi-annual oil changes on all equipment as part of the required maintenance. The contact chamber was drained and cleaned with high pressure water from fire hoses.

Daily Irrigation and Observation of Reclamation Sites:

Discharge has been going to the Land since April 28th. Mowing was performed at the Fischer Ranch. Irrigation pipe has been moved daily along with observations and reporting.

Street Light Department:

Several streetlights were reported not working properly and repaired. Majority of 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 Safety around dogs, Tractor operating, emergency preparedness and ergonomics.

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.

Quarterly well sampling was completed.

Data was submitted to Tesla regarding their battery program.

Staff prepped and painted the administrative office.

Staff attended a tour of the Green Diamond Property.

Staff attended meetings regarding the Hiller Sewer Lift Station upgrade.

Staff attended meetings regarding the Tank project and submitted information requests.

Staff attended a kick-off meeting regarding the Highway 101 Sewer Crossing Scope

Staff collected the Local Limits Study samples and are waiting on lab results.

Staff is still separated into teams to avoid possible COVID spread withing the staff.

GIS:**Plans and Programs**

- Completed Annual Review of CalARP
- Completed Annual Review of Emergency Action Plan, updated general manager information.
- Completed Annual Review of Risk Management Plan.
- Begin 5-Year review of Urban Water Management Plan

Maps Completed/General GIS

- 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.
- Revised and updated Street Lights Map and Pole Numbers
- Deed/Easement search for Highway 101 sewer undercrossing
- Mark and Locate Pialorsi Ranch Irrigation Facilities
- Ranch acreage map for new lease RFP
- Created new Online Facilities map for employees
- Begin creating an online Parks, Trails and Facilities Map for Parks and Public
- Generated maps and visual aids as requested

Misc. Work Completed

Tesla Commercial Solar Project photos and information packet for stations and WWMF

Brush clearing for sewer crossing project at Pialorsi Ranch

Document upload to website

Document filing for Operations Department

Attended ArcGIS online Webinar

McKinleyville Community Services District

BOARD OF DIRECTORS

September 2, 2020

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.C **Parks & Recreation Director's Report for August 2020**

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

TYPE OF ACTION: **None**

TEEN & COMMUNITY CENTER-BOYS & GIRLS CLUB PARTNERSHIP:

The Boys & Girls Club opened programming up at the Teen & Community Center on August 10th. Staff continues to meet with BGCR staff regularly.

RECREATION ADVISORY COMMITTEE:

The Recreation Advisory Committee meeting on August 20, 2020 was held over Zoom due to COVID-19. The notes from the meeting can be reviewed in **Attachment 1**.

RECREATION PROGRAM UPDATES:

The Summer Childcare program ended on August 14th. Staff is waiting for the school districts to release their plan for providing childcare or out of school time programming before implementing a youth out of school time program for elementary school children.

Staff submitted a plan to the County Dept. of Public Health to re-open the Drop-in Pickleball program and the plan was approved. It is anticipated that Drop-in Pickleball will resume in mid to late September, after all program staff and volunteers have been trained on COVID-19 related protocols and procedures.

Staff have begun outlining alternative youth sporting programs to be offered this fall and winter that will adhere to the States guidelines for youth sports.

Staff participated in two webinars related to the state's release of Prop. 68 funds for parks and recreation. The Per Capita Program is a non-competitive funding program for capital outlay projects. MCSD is eligible to receive \$177,952 from this program. Applications are due by December of 2021 and projects must be completed by December 2023. The Statewide Park Development and Community Revitalization program is a competitive grant for which funding requests of up to \$8,500,000 may be granted. The application for this funding is due December 14, 2020. Staff is updating cost estimates to the previously submitted grant application for the expansion and renovation of Pierson Park for resubmittal for this final round of funding. We will wait until we know if we are awarded the SSP Grant before applying for the Per Capita Funding.

As of the writing of these notes the County Public Health Dept. did not have an estimated date or timeline for re-opening picnic areas, playgrounds, and community centers.

PARKS & FACILITY MAINTENANCE:

Several open space zones received mowing, hedging and weeding maintenance as part of the Open Space Maintenance Zone agreements. The Parks crew and NHES have resumed

the routine schedule for maintenance on Central Ave. landscaping. Staff continues to keep up with daily/weekly routine facility maintenance. Monthly inspections were conducted on all facilities and Open Spaces. The Dept. of Public Health painted a Bicycle Skills Course on the HSS parking lot using Active Transportation Grant funding.

Replacement of the flooring in the Activity Center Lobby has been scheduled for mid-September.

OTHER UPDATES:

- Staff continues to work with the community members interested in developing a BMX track at the Washington Ave.-School Rd. property. Updates on that proposal can be found in the meeting notes of the Recreation Advisory Committee.
- Staff has facilitated and participated in a series of communication skills workshops for all District staff.
- Staff is currently preparing to re-open the drop-in Pickleball program.
- Staff is currently preparing to provide a modified childcare program during the school day week. It is anticipated this program will start in the latter half of September.
- 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.
- The California State Dept. of Parks & Recreation released the Grant Application Guide for the 4th and final round of Prop. 68 funding on July 1st. The final round of funding released is \$395,302,155. Grant requests can be made for up to \$8.5 million and no less than \$200,000. Grant applications are due December 14, 2020. Award announcements are to be made by summer of 2021 and projects will have to be completed by March of 2025. MCSD's application for the Pierson Park Expansion and Renovation project submitted during the 3rd round of funding, is eligible to be resubmitted.
- The California State Dept. of Parks & Recreation released the Procedural Guide for the Per Capita Program. McKinleyville Community Services District is eligible to receive \$177,952 for capital outlay. This funding is guaranteed for eligible projects. It is not a competitive application. The application deadline for this funding is December 2021 and projects utilizing this funding must be completed by December of 2023. Staff participated in a mandatory program workshop webinar on August 11th.

Thursday, August 20, 2020

6:30pm

Recreation Advisory Committee Meeting

NOTES

Members Present:, Johnny Calkins, Jeff Dunk, Scott Binder, John Kulstad, , Director David Couch, Beth Frink, Ben Winker, Charlie Caldwell

Members Absent: Laura Bridy, Chad Sefcik, Josh Zender, David Coelho, Chad Sefcik

Guests: Wendy Orlandi, Jason Orlandi, Pat Kaspari

Meeting Notes:

Communications:

- None

Public Comment:

- None

Recreation Director Report

- The Summer Childcare program ended on August 14th. Staff is waiting for the school districts to release their plan for providing childcare or out of school time programming before implementing a youth out of school time program for elementary school children.
- Staff submitted a plan to the County Dept. of Public Health to re-open the Drop-in Pickleball program and the plan was approved. It is anticipated that Drop-in Pickleball will resume in mid to late September, after all program staff and volunteers have been trained on COVID-19 related protocols and procedures.
- Staff have begun outlining alternative youth sporting programs to be offered this fall and winter that will adhere the States guidelines for youth sports.
- Staff participated in two webinars related to the state's release of Prop. 68 funds for parks and recreation. The Per Capita Program is a non-competitive funding program for capital outlay projects. MCSD is eligible to receive \$177, 952 from this program. Applications are due by December of 2021 and projects must be completed by December 2023. The Statewide Park Development and Community Revitalization program is a competitive grant for which funding requests of up to \$8,500,000 may be granted. The application for this funding is due December 14, 2020. Staff is updating cost estimates to the previously submitted grant application for the expansion and renovation of Pierson Park for resubmittal for this final round of funding. We will wait until we know if we are awarded the SSP Grant before applying for the Per Capita Funding.
- As of the writing of these notes the County Public Health Dept. did not have an estimated date or timeline for re-opening picnic areas, playgrounds and community centers.
- Committee member Ben Winker inquired about the McKinleyville Senior Center operations during this time.

Purpose, Scope and Name of the Recreation Advisory Committee

- MCSD Board President Mary Burke requested the RAC review and consider revising the scope and purpose of the Recreation Advisory Committee to specifically and explicitly include the advisory function related to the development and management of open spaces and natural resources within MCSD Parks & Recreation owned properties.
- Committee members discussed a few name options and agreed to postpone voting on a recommendation until the September meeting. Potential name ideas will be submitted to staff prior to the September meeting.
- Committee member Jeff Dunk appreciated the review of the Powers and Duties as outlined in MCSD's rules and Regulations and suggested it be something the Committee reviews annually.

- Committee member John Kulstad suggested that the MCSD Board of Directors also be reminded annually of the Powers and Duties of the committee.

In Memory of George Wheeler

- In May, Committee member Chad Sefcik requested the idea of raising funds to purchase and place a park element at Pierson Park in memory of George Wheeler. At the June MCSD Board meeting one of the Directors suggested considering broadening the scope of a memorial to include other MCSD Board members who have passed.
- Members discussed the difference between naming of a facility vs. the dedication of a park amenity to a person or memory of.
- Committee members agreed it was a difficult topic to move forward with given the absence of the idea's champion, Chad Sefcik.

BMX Proposal for Washington and School Rd. Property

- Jason and Wendi Orlandi have polled a few local businesses to determine interest in financially supporting the development of a BMX in McKinleyville. They reported that Tim Hooven is interested in providing donated labor and equipment to the development similar to what he provided in the construction of the Hiller Sports Complex.
- Committee member Beth Frink suggested contacting Geoff Wells, owner of All Points Signs as potential donor/supporter of the project.
- Jason and Wendi provided an estimated construction timeline outlining the time frame for development activities.
- Charlie Caldwell confirmed that the HSC would be the umbrella organization for the BMX project allowing any donations to be funneled through the HSC non-profit.
- Staff and the Orlandi's scheduled a future meeting to discuss the informational presentation to the MCSD Board of Directors on September 2nd.

Community Garden

- Ben Winker thanked the committee members who string trimmed the garden area for their service
- Ben reported that currently the garden is functioning as it always has, however he would like to consider re-visioning it as the beds need to be completely rebuilt, the gate and fencing need maintenance and a shed for tool storage is also needed. He stated that such an endeavor would require extensive fundraising and effort and understands that such work is challenging at this time.
- Member Jeff Dunk reminded the committee the revitalization of the Community Garden is part of the Statewide Park Development grant application to be submitted in December.

Social Media Uses and Strategies

- Committee member Beth Frink is interested in creating a strategy/campaign to create greater awareness of the outdoor recreation opportunities in the District.
- Committee member Jeff Dunk suggested that developing and building the social media infrastructure for such a campaign could be great project for HSU students and agreed to connect Beth to professors at HSU teaching classes that would lend to this kind of student project.

Strategies for Increasing Use of the Teen Center

- Various committee members offered up suggestions for possible ways to increase use of the teen center.
- Staff provided information on current marketing for the commercial kitchen since all of our facilities are closed for any kind of events that encourage gatherings.

Virtual Tour Project

- Committee member Jeff Dunk reported on virtual tour creation software that could be purchased for such a project.

- John Kulstad suggested that this could also be a potential student project.
- Beth Frink suggested that this project could also be incorporated into a social media campaign creating awareness of outdoor recreation opportunities.

AdHoc Committee Reports:

- Hewitt Ranch—entrance mowed recently
- Skate Park—Design plan docs are being revised per suggestions by GM
- School and Washington Property—mowed recently
- River Property—trail to river is clear
- Fischer Ranch Estuary project—on MCSD Board agenda for Sept. 2nd.
- BMX— See notes on above

Agenda Items for next meeting:

- Community Garden
- BMX proposal
- Dedication for George Wheeler
- Virtual Property Tour project

Adjournment:

- Adjourned: 8:06pm

McKinleyville Community Services District

BOARD OF DIRECTORS

September 2, 2020

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.D **General Manager’s Report for September 2020 Meeting**

PRESENTED BY: **Patrick Kaspari, General Manager**

TYPE OF ACTION: **Information Only**

A summary of activity for the month of August 2020

Cost Savings Related to District Activities – The following is a review of some of the recent cost savings opportunities District staff identified for the month:

• Staples savings	\$156
• Worker’s Comp Insurance Reconciliation	\$2,408
• Use of NHE Services for 114.5 hours at a savings of \$26 per hour =	\$2,977
• Use of SWAP program for 163 hours at a savings of \$30 per hour =	\$4,890
• Tree Removal, Letz Lane =	\$320
• Repair Cochran Generator =	\$80
• Remove Tree in ROW =	\$160
• Repair Cochran Clay Valve =	\$80
• Dosage Room Injector Refit =	\$3,200
• Replace Bearing in Fischer Pump =	\$160
• Install Hoist Control Enclosure =	\$240
• <u>High Rock – Offsite Clearing =</u>	<u>\$7,160</u>
TOTAL COST SAVINGS FOR JULY	\$21,831

The cumulative cost savings for the District to date from July 1, 2020 is \$79,022

District staff are recognized and commended for their continued efforts in looking for cost savings, the use of internal labor, and grant opportunities that result in real savings for the District, ratepayers, and the community.

COVID- 19 – The District had a trial run at what to do if a staff member gets COVID, when the District Manager came down with a fever. He started feeling sick on Wednesday, went home, quarantined himself and called his Primary Care Physician, who recommended a test. He obtained the test on Thursday and eventually got the results on Monday morning and the results were negative. It was a good prompt to further develop the procedure for what notification should go out to Staff if someone is being tested, and what notification should go out to the Staff and Public if someone tests positive. We have developed a message that will go out to Staff in the event a Staff Member tests positive. We are developing the messaging that will go out to the Public in the event someone from Staff,

who works in the Front Office, tests positive. In that event, we will close the Front Office again to the Public and notify the Community via the Press, Facebook, and signs on the door. We are also refining the procedures to allow for Front Office staff to quarantine while test results are being obtained and still get the bills and pay checks out.

We continue to track costs related to the COVID response and will continue to keep records and submit for disaster reimbursement for expenses and lost revenue. As of June 30, \$43,251 has been tracked in staff time and expenses directly attributed to COVID-19. We continue to monitor mechanisms related to obtaining reimbursement for these expenses.

The Sheriff's office has also identified a retrofit of the entryway at the McKinleyville Station that they would like to make, which would include bringing the barrier all the way to the ceiling and replacing the plexiglass with shatterproof glass laminate. The District would make the fix, and the County would reimburse the District from CARES Act funding. We contacted McKinleyville Glass to get a cost estimate on the retrofit and the cost came back at \$1,870. We got approval to move forward from the Sheriff's office, and the work is scheduled for the end of August.

Community Forest – Still no word on whether the grant for the funding of the purchase of the Community Forest was successful. We checked in with John Bernstein from the Trust for Public Lands (TPL) about the \$4M grant that the TPL and District may be in line for, for the purchase of Community Forest land. This grant would be from the California Natural Resource Agency and would be for \$4M for the purchase of approximately 550 acres of Green Diamond Land. Staff is largely waiting to hear about the grant before expending a lot of effort on the next steps on the Community Forest. However, GM Kaspari, Parks & Rec Director Frisbee, Operations Director Henry and Director Mayo met with Gary Ryneerson, Craig Compton and Lizo Phillips from Green Diamond to tour a portion of the property. We walked in on the main logging road M-2100 through the gate off Murray Road, and walked around the headwaters of Widow White Creek. We discussed obtaining natural resource data from Green Diamond, how we would coordinate use of the Community Forest with Green Diamond use of their proposed Conservation Easement, forestry practices, sediment and erosion control measures, access points, etc. It was a useful tour and they offered additional tours if people are interested.

GM Kaspari also reached out to Hank Seaman, Humboldt County Deputy Public Works Director for information and recommendations on how the County implemented the McKay Tract acquisition. He also briefly talked to Mark Andre with the City of Arcata to ask if he was willing to meet to discuss the Arcata Community Forest and lessons learned. Mr. Andre and Mr. Seaman were very amenable to continued discussions. When the grant particulars and options are more fully understood, the Ad Hoc Community Forest Committee will bring this back to the full Board as an informational/action item. Currently there are many more questions than answers, but we will keep the Board fully informed as this project moves forward.

4.5 Gallon Water Tank Project – The District continues work on this Project with Kennedy Jenks and their subcontractors. KJ submitted additional Requests for Information to the District, and Operations Director Henry and his staff were exceptionally responsive in providing the requested information. Wetland features were noted on the property during the initial biological site surveys. Formal wetland delineations were not scoped as part of the initial scope of work, so the first Change Order (CO#1) was issued for \$12,216 to formally delineate the wetlands. This work will be performed the end of August. The original contract with KJ was for \$1,329,297 with a 10% contingency of \$132,929. The CO#1 brings the total contract amount up to \$1,341,513

KJ continues to work on assessing tanks options and working on the water model to develop a preliminary design. The schedule has KJ submitting preliminary design documents at the end of October. An appraisal of the property was also conducted by Frank Mileham to get a revised appraisal of the property as the previous appraisal had expired. The new appraisal is expected to be delivered by the end of August. Once the new appraisal is in hand, we will move forward with finalizing the property purchase. Funding for this project is with a Hazard Mitigation Grant through Cal OES and FEMA and will be a 75% grant/ 25% cost match by MCSD. Estimated total project cost will exceed \$6,000,000.

Water and Sewer Mainline Master Plan Phase 3c – Phase 3b of the Master Planning effort is completed, and Staff received the Final Phase 3b Report detailing the outcome of the water and sewer piping testing. The scope of work for Phase 3c from GHD will go to the Board for approval at the September Board Meeting. Phase 3c will consist of updating the replacement schedule and plan for which pipes to replace when, as well as further assessing the costs associated with the District replacing pipes as compared to going out to bid for a Contractor to replace pipes. We anticipate with receipt of the Phase 3c Report, we will be able to move into the actual pipe replacement phase, likely in 2022.

SRF Emergency Efficiency WWMF Micro-grid Project – The High-Level Location Analysis Report, which include a high-level review of six separate locations around the Wastewater Management Facility (WWMF) for the location of the solar array, went to the Board this month. It provided a detailed analysis and comparison of three potential locations, the wastewater property located South of the Plant currently used as a Dog Park, the Pond 5 area, and a floating system built on one of the Ponds. The Report outlined costs and advantages and disadvantages associated with each. Upon Board approval of the preferred site, Ameresco will move forward with a detailed design and permitting.

The original Design/Build Contract amount with Ameresco is for \$2,065,520 with a \$206,552 contingency. Depending on the final site selected, a contract change order may be required. This project is funded by a \$2.5M grant/\$2.5M loan from the State Water Resources Control Board.

Hiller Lift Station Pump Upgrade – Work on the station upgrade continued in August. The flows from the existing Hiller station were diverted to the Fischer Lift Station and the station was taken offline. The existing drywell, which houses the pumps, was gutted and filled in.

The existing wet well was then cleaned and coated. The connection point to the sewer line was exposed and the connecting pipes, valve and other appurtenances set. The pumps and pump bases are scheduled to be installed the last week in August. The Contactor estimates that the construction will be completed, and the new station brought on-line by the end of September. The original construction contract amount is for \$508,500 with a \$50,850 contingency. So far there has been only one change order, Change Order #1, which is a deductive change order for the cost of the wet well coating in the amount of minus \$2,695. This project is funded by a \$2.5M grant/\$2.5M loan from the State Water Resources Control Board.

Local Limits – Sampling was completed for this project, and we are waiting on lab results. Staff rented portable samplers and placed them at various locations throughout the sewer collection system along with samplers utilized at the Treatment plant to collect the Influent and effluent samples. The Local Limits Study will compare the sewage as it travels through the collection system, through the treatment process, to effluent disposal to calculate the load and removal of constituents. Samples were collected and sent to North Coast Laboratory for analysis. The Report with results will be compiled and the results and conclusions brought to the Board for review and discussion, likely in October/November.

Sewer Undercrossing Project – The Kick-off Meeting for this project occurred on July 28 and scope and schedule were discussed. A site meeting was held on August 16th with GM Kaspari and Operation Director Henry, GHD Staff, PointsWest survey staff, Crawford Geotechnical staff, and CalTrans permitting staff. The group visited each of the sewer crossing sites to discuss the project and review access and limitations and so Caltrans could see the sites before we start their encroachment permitting process. These site visits also served to delineate where topographic survey data is required and what areas the environmental studies need to encompass. Site access agreements were also obtained from the property owners adjacent to the east side of the North Crossing, as we will likely be surveying portions of their properties. It is estimated that Phase 1 of the Project would be completed in December 2020, the Phase 2 design completed in early 2022, and the Project construction completed in August 2023. This is a Hazard Mitigation Grant through Cal OES and FEMA and will be a 75% grant/25% cost share by MCSD. Estimated total project cost is \$3.5M.

Cell Towers on District Property – We have not heard anything from the Cell Tower Broker on the Cochran Tank site and continue to not know if that site even remains in consideration. We will report to the Board and public if this changes. At the July Board Meeting, President Burke expressed interest in potentially creating a District Cell Phone tower policy. Board Secretary Sousa has been reaching out to Humboldt County Planning to obtain information on land use planning regulation, etc. to inform such a policy, and has not been having much luck getting calls back from County Staff. We will continue to follow up with County Staff and report back to the Board when we have additional information.

Reporting by Sheriff's office, County Public Work, County DHHS – During the July Board Meeting, President Burke and the rest of the Board expressed interest in reviving 2x2

(the GM and one Board Member) meetings with County Staff. A regular meeting has been scheduled with President Burke, GM Kaspari, Supervisor Madrone, and Maya Conrad, the current President of the McKinleyville Municipal Advisory Committee, to occur on the last Monday of every month to discuss various topics of concern to all three organizations and the community. During the August meeting, I updated them on the Community Forest and on the Mad River Restoration project. Supervisor Madrone update us on the establishment of a Visitor's Center at Vista Point and the potential creation of a Clam Beach Watershed Council.

Director Mayo and GM Kaspari have met with Cody Roggatz, the County's new Airport Director and discuss continuing the close relationship between our two organizations.

President Burke, GM Kaspari also had a phone call with Humboldt County Public Works Director Tom Mattson and County Staff on the changes to School Road parking and a potential turn-around. We also discussed the Walkability Study and repaving of Ocean Avenue.

Director Mayo and GM Kaspari have a meeting scheduled with Sheriff Honsel for September 8.

Elections – Staff has received word from the County Elections Office that the MCSD governing board 4-year available seats and 2-year available seats will go to election on November 3, 2020. The qualified candidates for the 4-year race are: Scott W. Binder, William Allen McBroome, Jr., and Gregory Philip Orsini. The qualified candidates for the 2-year race are: Otis Wesley Martin, Jr., Joellen Clark Peterson, and James Bolan Vance.

As requested by Director Couch, Board Secretary Sousa has contacted the League of Women Voters President Deborah Downs and Election Oversight Committee Member Byrd Lochtie to ascertain if they will be conducting Candidate Introduction Forums, which they have done in the past. Board Secretary Sousa received a subsequent email from Carol Masterson, who is working on the forums for the League of Women Voters. They are looking at doing a forum on KEET for all races as well as something via Zoom. Ms. Masterson stated that she will contact the District with dates and information as soon as it is planned.

Meetings –The General Manager attended various meetings in August including a MMAC meeting, RAC Meeting, a CSDA Chapter Meeting, a HBMWD Muni Meeting, and various meetings with other community members. Director Mayo has been setting up various meetings with community members to introduce me to them, including meetings with Jim Furtado, Ken Hamik, Tim Hooven, the Cody Roggatz-County Airport Manager, Scott Binder, Gary Rynearson & Craig Compton at Green Diamond, and Sheriff Honsel. All meetings have been very informative and useful in getting to know the community.

Attachments:

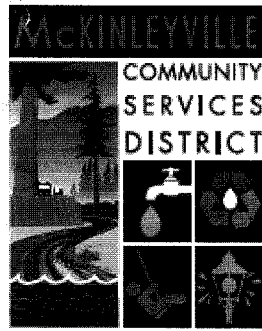
- Attachment 1 – WWMF Monthly Self-Monitoring Report

PHYSICAL ADDRESS:

1656 SUTTER ROAD
McKINLEYVILLE, CA 95519

MAILING ADDRESS:

P.O. BOX 2037
McKINLEYVILLE, CA 95519



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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

August 14, 2020

RE: MONTHLY MONITORING REPORT

Dear Justin:

Enclosed is the Monthly Monitoring Report for July 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 30 days going to 002, 003, 004 and 005. The required monitoring and water quality constituents that were tested and reported was in compliance in June.

Effluent Limitations Parameters	Units	Average Monthly	Average Weekly	Avg. % Removal	Max Daily	Instant Max	Instant Min	Results
Monitoring Location EFF- 001								
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			N/A
Ammonia Impact Ratio	mg/L	1.0			1.0			N/A
Dichlorobromomethane	ug/L	.56			1.4			N/A
Monitoring Location LND-001, REC-001								
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 July are as follows. Median was <1.8 and a Maximum of <1.8. Four samples were collected in the month of July and was in compliance.

Monthly River Monitoring was conducted in July.

**McKINLEYVILLE COMMUNITY SERVICES DISTRICT
WASTEWATER MANAGEMENT FACILITY
EFFLUENT DISCHARGE DISPOSAL**

JULY 2020

Discharge Monitoring	002	002	004	003	006	005	001				
INF-001	EFF-001	LND-001	LND-001	REC-001	REC-001	REC-001	REC-001	IRR	GATE	RIVER	
DATE	INFLUENT	EFFLUENT	MAXIMUM	N.POND	S.POND	FISCHER	FISCHER	PIALORSI	HILLER	TOTAL	RIVER
	MGD	MGD	GPM	MGD	MGD	MGD	MGD	MGD	MGD	MGD	MGD
						UPPER	LOWER				
1	0.846	0.851	1097			0.649			0.202	0.851	0.000
2	0.852	0.885	1362	0.429		0.364			0.092	0.456	0.000
3	0.844	0.792	840	0.792						0.000	0.000
4	0.822	0.786	879	0.786						0.000	0.000
5	0.882	0.786	826	0.786						0.000	0.000
6	0.886	0.916	967	0.297		0.543			0.076	0.619	0.000
7	0.863	1.049	1141			0.876			0.173	1.049	0.000
8	0.851	1.068	843			0.884			0.184	1.068	0.000
9	0.850	1.069	1080			0.876			0.193	1.069	0.000
10	0.845	0.813	1118	0.360		0.374			0.079	0.453	0.000
11	0.850	0.629	666	0.629						0.000	0.000
12	0.888	0.627	725	0.627						0.000	0.000
13	0.863	0.837	874	0.500		0.229			0.108	0.337	0.000
14	0.843	0.944	991			0.772			0.172	0.944	0.000
15	0.858	0.949	1016			0.774			0.175	0.949	0.000
16	0.853	0.895	1102			0.714			0.181	0.895	0.000
17	0.851	0.800	991	0.441		0.276			0.083	0.359	0.000
18	0.856	0.756	814	0.756						0.000	0.000
19	0.894	0.750	873	0.750						0.000	0.000
20	0.857	0.863	885	0.305		0.460			0.098	0.558	0.000
21	0.839	1.085	1124			0.521	0.384		0.180	1.085	0.000
22	0.839	0.877	1106			0.525	0.151		0.201	0.877	0.000
23	0.828	0.781	947			0.614	0.167			0.781	0.000
24	0.822	0.710	942	0.491		0.156	0.063			0.219	0.000
25	0.833	0.777	976	0.777						0.000	0.000
26	0.874	0.775	1050	0.775						0.000	0.000
27	0.853	0.845	958	0.366		0.479				0.479	0.000
28	0.835	0.899	1252			0.727	0.172			0.899	0.000
29	0.843	0.822	1080			0.651	0.171			0.822	0.000
30	0.828	0.817	963			0.639	0.178			0.817	0.000
31	0.830	0.601	992	0.281		0.271	0.049			0.320	0.000
TOTAL	26.378	26.054		10.148	0.000	12.374	1.335	0.000	2.197	15.906	0.000
AVERAGE	0.851	0.840	983	0.000	0.000	0.562	0.167	0.000	0.000	0.513	0.000
MAXIMUM	0.894	1.085	1362	0.792	0.000	0.884	0.384	0.000	0.202	1.085	0.000
MINIMUM	0.822	0.601	666	0.281	0.000	0.156	0.049	0.000	0.076	0.000	0.000
DAYS	31	31		18	0	22	8	0	15	23	0

DAYS WITH NO DISCHARGE = 0

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT WASTEWATER MANAGEMENT FACILITY MONITORING DATA

MONTH: July 2020

DATE	INFLUENT FLOW		EFFLUENT FLOW		EFFLUENT MAXIMUM		RIVER CFS	RIVER DILUTION	INFLUENT MONITORING		EFFLUENT MONITORING		RIVER MONITORING		SETTLABLE SOLIDS		TOTAL COLIFORM		RSW-001		RSW-002	
	M.G.D.	M.G.D.	M.G.D.	M.G.D.	GPM	GPM			BOD	TSS	PH	TEMP	BOD	TSS	CL RES.	CL RES.	PH	TEMP	D.O.	TIME	PH	TEMP
1	0.846	0.851	1097	N/A	N/A	N/A	N/A	N/A	6.9	19.4	6.2	1.2	1.8	N/A	<0.1							
2	0.852	0.885	1362	N/A	N/A	N/A	270	170	7.0	19.2	6.2	1.2	1.8	N/A	<0.1							
3	0.844	0.792	840	N/A	N/A	N/A			7.1	19.4			1.9	N/A								
4	0.822	0.786	879	N/A	N/A	N/A			7.1	19.5			1.5	N/A								
5	0.882	0.786	826	N/A	N/A	N/A			7.0	19.3			1.6	N/A								
6	0.886	0.916	967	N/A	N/A	N/A			7.2	18.7			1.9	N/A								
7	0.863	1.049	1141	N/A	N/A	N/A			7.2	18.7			3.1	N/A								
8	0.851	1.068	843	N/A	N/A	N/A			7.3	18.7			3.2	N/A								
9	0.850	1.069	1080	N/A	N/A	N/A			7.1	19.0			3.4	N/A								
10	0.845	0.813	1118	N/A	N/A	N/A	490	330	7.2	19.2	6.4	1.0	3.3	N/A	<0.1							
11	0.850	0.629	666	N/A	N/A	N/A			7.1	19.4			1.9	N/A								
12	0.888	0.627	725	N/A	N/A	N/A			7.1	19.6			1.6	N/A								
13	0.863	0.837	874	N/A	N/A	N/A			7.2	19.2			1.7	N/A								
14	0.843	0.944	991	N/A	N/A	N/A			7.3	18.4			3.4	N/A								
15	0.858	0.949	1016	N/A	N/A	N/A			7.1	19.4			2.7	N/A								
16	0.853	0.895	1102	N/A	N/A	N/A			7.2	19.1			2.7	N/A								
17	0.851	0.800	991	N/A	N/A	N/A	540	310	7.2	19.8	6.2	1.4	2.8	N/A	<0.1							
18	0.856	0.756	814	N/A	N/A	N/A			7.1	20.2			2.5	N/A								
19	0.894	0.750	873	N/A	N/A	N/A			7.1	20.2			2.4	N/A								
20	0.857	0.863	885	N/A	N/A	N/A			7.2	19.0			2.6	N/A								
21	0.839	1.085	1124	N/A	N/A	N/A			7.1	19.5			3.3	N/A								
22	0.839	0.877	1106	N/A	N/A	N/A			7.2	19.6			2.6	N/A								
23	0.828	0.781	947	N/A	N/A	N/A			7.1	19.7			2.4	N/A								
24	0.822	0.710	942	N/A	N/A	N/A	280	250	7.1	19.8	6.3	N/D	2.3	N/A	<0.1							
25	0.833	0.777	976	N/A	N/A	N/A			7.0	19.6			3.0	N/A								
26	0.874	0.775	1050	N/A	N/A	N/A			7.0	19.7			3.0	N/A								
27	0.853	0.845	958	N/A	N/A	N/A			7.1	18.6			2.8	N/A								
28	0.835	0.899	1252	N/A	N/A	N/A			7.3	19.1			3.0	N/A								
29	0.843	0.822	1080	N/A	N/A	N/A			7.0	19.9			2.8	N/A								
30	0.828	0.817	963	N/A	N/A	N/A			7.1	19.6			2.7	N/A								
31	0.830	0.601	992	N/A	N/A	N/A	420	350	7.0	19.8	9.7	1.4	2.5	N/A	<0.1							

MONTHLY TESTS EFF-001 DISCHARGE TO RIVER

Ammonia Nitrate	Nitrite	Hardness	Phosphorus	Bile Phosphates	Chlorine	Chloride	Chloride	Chloride	Chloride	Chloride	Chloride	Chloride	Chloride	Chloride	Chloride	Chloride	Chloride	Chloride	Chloride	Chloride	Chloride	Chloride	Chloride	Chloride
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

MONTHLY TESTS LND-001, REC-001 DISCHARGE TO PERC PONDS and LAND

Organic Nitrogen	TDS	AMMONIA	NITRATE	NITRITE	SODIUM	PHOSPHORUS	CHLORIDE	BOD	TSS	Hardness	Chloride	Chloride	Chloride	Chloride	Chloride	Chloride	Chloride	Chloride	Chloride	Chloride	Chloride	Chloride	Chloride	Chloride
1.00	250	N/D	1.70	N/D	41	53	240																	

MONTHLY RIVER RSW-001

TOC	Hardness	Ammonia	Chloride	BOD	TSS	Hardness	Chloride	BOD	TSS	Hardness	Chloride	BOD	TSS	Hardness	Chloride	BOD	TSS	Hardness	Chloride	BOD	TSS	Hardness	Chloride
120	99	N/D	180	0.4	140	90	N/D	221	97														

MONTHLY RIVER RSW-002

TOC	Hardness	Ammonia	Chloride	BOD	TSS	Hardness	Chloride	BOD	TSS	Hardness	Chloride	BOD	TSS	Hardness	Chloride	BOD	TSS	Hardness	Chloride	BOD	TSS	Hardness	Chloride

Signature: _____

Remarks: _____

Permit Exceedance