



Mission statement of McKinleyville Community Services District:
“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.”

**NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE
MCKINLEYVILLE COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS
WILL BE HELD
WEDNESDAY, MARCH 1, 2023 AT 6:00pm**

**LOCATION: AZALEA HALL
1620 Pickett Road
McKinleyville, California**

Or

**TELECONFERENCE Via ZOOM & TELEPHONE:
Use ZOOM MEETING ID: 859 4543 6653 (<https://us02web.zoom.us/j/85945436653>) or DIAL
IN TOLL FREE: 1-888-788-0099 (No Password Required!)**

To participate in person, please come to Azalea Hall.

To participate by teleconference, please use the toll free number listed above, or join through the internet at the Zoom App with weblink and ID number listed above, or the public may submit written comments to the Board Secretary at: comments@mckinleyvillecsd.com up until 4:30 p.m. on Tuesday, February 28, 2023.

All Public Comment received before the above deadline will be provided to the Board at 9 a.m. on Wednesday, March 1, 2023 in a supplemental packet information that will also be posted on the website for public viewing.

AGENDA
6:00 p.m.

A. CALL TO ORDER

A.1 Roll Call

A.2 Pledge of Allegiance

A.3 Additions or Changes to the Agenda

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

A.4 Approval of the Agenda

A.5 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.

NO CLOSED SESSION SCHEDULED

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 February 1, 2023 | Pg. 5 |
| | Attachment 1 – Draft Minutes from February 2023 | Pg. 6 |
| D.2 | Consider Approval of January 2023 Treasurer's Report | Pg. 11 |
| D.3 | Compliance with State Double Check Valve (DCV) Law | Pg. 31 |
| D.4 | Consider Approval Resolution 2023-03 Revising the Board Policy Manual Amending Virtual Meeting requirements as stated in Rule 5-1A and Rule 12, and Amending Appendix A: Board Direction for Committee Assignments | Pg. 33 |
| | Attachment 1 – Resolution 2023-03 with Attachment A Board Policy Revisions | Pg. 34 |
| D.5 | Consider Approval of Hiller Sports Complex Facility Use Agreement Contracts, with Fee Increases, between MCSD and the Following Youth Sport Organizations: Mad River Girls Fastpitch Softball (Humboldt ASA); and McKinleyville Little League | Pg. 73 |

	Attachment 1 and 1a – HSC Agreement between MCSD and McKinleyville Little League and Supplemental Maintenance Agreement Between McKinleyville Little League and MCSD	Pg. 75
	Attachment 2 – Hiller Sports Site Use Agreement between MCSD and Mad River Girls Fastpitch Softball	Pg.120
D.6	2022 Wastewater Management Facility Annual Report to the North Coast Regional Water Quality Control Board (NCRWQCM)	Pg. 159
	Attachment 1 – Summary of 2022 Wastewater Management Facility Annual Report	Pg. 161
D.7	Approval of MOU Between MCSD and McKinleyville Union School District PTO for the Provision of Middle School Dances	Pg. 171
	Attachment 1 – Memorandum of Understanding Between MCSD and MSPTO	Pg. 173

E. CONTINUED AND NEW BUSINESS

E.1	Consider and Possible Approval of Contract with Pacific Legacy for Extended Phase 1 Cultural Resource Survey of Southern Sewer Crossing Site (Action)	Pg. 177
	Attachment 1 – RFP Ranking Table and Bid Tabulation	Pg. 180
	Attachment 2 – Professional Services Agreement with Pacific Legacy	Pg. 182
E.2	Review Information for the Draft Capital Improvement Plan for the Operational Funds: Water, Wastewater, and Streetlights, FY 2023-24 (Information)	Pg. 189
	Attachment 1 – Draft Capital Improvement Plan Budget for the Water, Wastewater, and Streetlights Funds	Pg. 190
	Attachment 2 – Draft Capital Improvement Plan Narrative for the Water, Wastewater, and Streetlights Funds	Pg. 195
E.3	Consider Attendance at the 2023 Special District Legislative Days in Sacramento, May 16 and 17, 2023 (Action)	Pg. 199
	Attachment 1 – Special District Legislative Days Website Information	Pg. 201
E.4	Consider Authorizing the General Manager to Sign on to a Coalition in Support of Association of California Water Agencies (ACWA) Sponsored State Bill (SB) 23 (Caballero) (Action)	Pg. 205
	Attachment 1 – ACWA SB 23 Fact Sheet	Pg. 207
E.5	Consider Authorizing the General Manager to Send a Letter of Support for Assembly Bill (AB) 334	Pg. 209
	Attachment 1 – Sample Letter of Support AB 334	Pg. 211
	Attachment 2 – Fact Sheet AB 334	Pg. 212

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. Parks and Recreation Committee (Binder/Biteman)
- b. Area Fund (John Kulstad/Binder)
- c. Redwood Region Economic Development Commission (Biteman/Mayo)
- d. McKinleyville Senior Center Board Liaison (Binder/Couch)
- e. Audit and Finance Committee (Orsini/Biteman)
- f. Employee Negotiations (Couch/Mayo)
- g. McKinleyville Municipal Advisory Committee (Orsini/Binder)
- h. AdHoc Committee – Community Forest (Mayo/Orsini)

F.2 LEGISLATIVE AND REGULATORY REPORTS

F.3 STAFF REPORTS

- a. Finance & Administration Department (Nicole Alvarado) **Pg. 213**
- b. Operations Department (James Henry) **Pg. 215**
- c. Parks & Recreation Department (Lesley Frisbee) **Pg. 221**
- d. General Manager (Pat Kaspari) **Pg. 225**
Attachment 1 – WWMF Monthly Self-Monitoring Report **Pg. 231**

F.4 PRESIDENT’S REPORT

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

G. ADJOURNMENT

Posted 5:00 pm on February 24, 2023

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

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

McKinleyville Community Services District

BOARD OF DIRECTORS

March 1, 2023

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 the approval of the Minutes of the Board of Directors for the February 1, 2023 Regular Board Meeting.

Discussion:

The Draft minutes are attached for the above listed meeting. A reminder that the minutes are approved by the legislative body that is the Board of Directors, not individual members of the Board who were present at a 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 February 1, 2023 Regular Meeting

MINUTES OF THE REGULAR MEETING OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT HELD ON WEDNESDAY, FEBRUARY 1, 2023 AT 6:00 P.M. IN PERSON AT AZALEA HALL – 1620 PICKETT ROAD, MCKINLEYVILLE, CALIFORNIA and TELECONFERENCE Via ZOOM & TELEPHONE: ZOOM MEETING ID: 859 4543 6653 (<https://us02web.zoom.us/j/85945436653>) and TOLL FREE: 1-888-788-0099

AGENDA ITEM A. CALL TO ORDER:

A.1 Roll Call: The meeting was called to order at 6:00 p.m. with following Directors and staff in attendance in person at Azalea Hall:

Scott Binder, Vice President
James Biteman, Director
David Couch, Director
Dennis Mayo, Director

Pat Kaspari, General Manager
April Sousa, Board Secretary
James Henry, Operations Director
Lesley Frisbee, Parks & Recreation Director
Joseph Blaine, IT Specialist
Norman Schwenn, IT Trainee

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

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

A.4 Approval of the Agenda:

Motion: It was moved to approve the agenda.

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

There were no comments from the Board or public.

Roll Call: Ayes: Binder, Biteman, Couch, and Mayo Nays: None Absent: Orsini

Motion Summary: Motion Passed

A.5 Closed Session

None

AGENDA ITEM B. PUBLIC HEARINGS:

None

AGENDA ITEM C. PUBLIC COMMENT AND WRITTEN COMMUNICATIONS:

Operations Director Henry introduced new staff member, Sam King, GIS Analyst.

AGENDA ITEM D. CONSENT CALENDAR:

- D.1 Consider Approval of the Minutes of the Board of Directors Regular Meeting on January 4, 2023**
- D.2 Consider Approval of December 2022 Treasurer’s Report**
- D.3 Compliance with State Double Check Valve (DCV) Law**
- D.4 Consider Approval of Memorandum of Understanding (MOU) Between McKinleyville Community Services District (MCSD) and the McKinleyville Chamber of Commerce (Chamber) for Beautification and Decoration within the County Right of Way Along**

Central Ave. in McKinleyville, CA

D.5 Review and Approve the Amendment to the County Lease for Sheriff's Facilities

D.6 Consider Resolution 2023-02 Concurring Resolution in Nomination to the Executive Committee of the Association of California Water Agencies Joint Powers Insurance Authority (ACWA/JPIA) for J. Bruce Rupp

Motion: It was moved to approve the Consent Calendar.

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

There were no comments from the Board or public.

Roll Call: Ayes: Binder, Biteman, Couch, and Mayo Nays: None Absent: Orsini

Motion Summary: Motion Passed

AGENDA ITEM E. CONTINUED AND NEW BUSINESS:

E.1 Consider Approval of Memorandum of Understanding between the Wiyot Tribe, Humboldt County, and McKinleyville Community Services District for a Cooperative Government-to-Government Relationship regarding a McKinleyville Regenerative and Transformative Community Project

General Manager Kaspari reviewed the agenda item. Elaine Weinreb, a member of the public, commented that there was a need for affordable housing. She asked if property for housing purchased by the Tribe would be placed into trust. Director Mayo mentioned a clause that speaks to the generality of title issues.

Motion: To authorize the Board President to execute the MOU between the Wiyot Tribe, Humboldt County, and McKinleyville Community Services District to cooperatively implement a TCC grant to create a planning process for affordable housing that lowers greenhouse gas emissions and creates neighborhoods that reduce automobile usage.

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

Roll Call: Ayes: Binder, Biteman, Couch, and Mayo Nays: None Absent: Orsini

Motion Summary: Motion Passed

E.2 Establish Section 115 Trust for Other Post-Employment Benefits (OPEB)

General Manager Kaspari gave a presentation on what a Section 115 Trust is and the recommendations of the Audit and Finance Committee. Director Biteman, member Audit and Finance Committee, provided positive comments for establishing the Trust as well as commented on the risk that is possible. Vice President Binder commented on the risk and asked questions of General Manager Kaspari regarding the District's catastrophic reserve fund.

Motion: To establish a Section 115 Trust with CalPERS California Employers Retiree Benefit Trust Program (CERBT) setting a funding target of 60% of the actuarial determined liability; approve an initial transfer of \$2.5 million; authorize staff to fund the Trust annually in an amount equal to the "Pay-As-You-Go" amount with additional contributions to be determined during the annual budget process; authorize the Finance Director and General Manager to invest funds in the Trust utilizing Strategy 3 – more conservative; and authorize the Finance Director and General Manager to execute the necessary agreements, certifications and other related documents to establish the Trust.

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

Roll Call: Ayes: Binder, Biteman, Couch, and Mayo Nays: None Absent: Orsini

Motion Summary: Motion Passed

E.3 Review Information for the Draft Capital Improvement Plan for the Parks and General Fund, FY 2023-24

Parks and Recreation Director Frisbee reviewed this item. There were no comments from the Board or the public.

This is information only item; no action taken.

E.4 Central Avenue Water and Sewer Mainline Rehabilitation Project, Award of Construction Contract to GR Sundberg, Inc.

General Manager Kaspari gave an overview of this item. There were no questions or comments from the Board or the public. General Manager Kaspari noted that there would be an intentional effort to notify the public of the start of this project and the impacts on Central Ave.

Motion: To authorize the General Manager to execute a contract and associated documents with GR Sundberg Inc. in the amount of \$2,532,275 with a 10% contingency of \$253,228.

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

Roll Call: Ayes: Binder, Biteman, Couch, and Mayo Nays: None Absent: Orsini

Motion Summary: Motion Passed

AGENDA ITEM F. REPORTS

F.1 ACTIVE COMMITTEE REPORTS

- a. **Parks and Recreation Committee (Binder/Biteman):** Nothing further to report from Director Frisbee's report.
- b. **Area Fund (John Kulstad/Binder):** No Report.
- c. **Redwood Region Economic Development Commission (Biteman/Mayo):** No Report.
- d. **McKinleyville Senior Center Advisory Council (Binder/Couch):** Director Binder gave a brief report on the activities of the Senior Center, which included information on the updated website.
- e. **Audit and Finance (Orsini/Biteman):** Met on January 17th. Nothing further to report from the item E.2 discussion.
- f. **Employee Negotiations (Couch/Mayo):** Did not meet.
- g. **McKinleyville Municipal Advisory Committee (Orsini/Binder):** No report
- h. **Ad Hoc Community Forest Committee (Mayo/Orsini):** No report

F.2 LEGISLATIVE AND REGULATORY REPORTS

Director Mayo gave an update on items he is involved with through his ACWA committees.

F.3 STAFF REPORTS

- a. **Finance and Administration Department (Nicole Alvarado):** Finance Director Alvarado was not present to give an oral report.
- b. **Operations Department (James Henry):** Operations Director James Henry gave a brief report regarding the closed session issue from the January Board Meeting and a resolution to that issue.
- 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 had nothing further to add to his written report.

F.4 PRESIDENT'S REPORT:

Vice President Binder thanked everyone for their patience with his first time leading the meeting.

F.4 BOARD MEMBER COMMENTS, ANNOUNCEMENTS, REPORTS AND AGENDA ITEM REQUESTS:

Director Biteman noted that the extra contributions for the Section 115 Trust will be coming back to the Board annually.

G. ADJOURNMENT:

Meeting Adjourned at 7:01 p.m.

April Sousa, MMC, Board Secretary

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**McKinleyville Community Services District
Treasurer's Report
January 2023**

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Ratios

as of January 31, 2023

- Utility Accounts Receivable Turnover Days	9
- YTD Breakeven Revenue, Water Fund:	\$ 1,787,888
- YTD Actual Water Sales:	\$ 2,422,114
- Days of Cash on Hand-Operations Checking/MM	237

**McKinleyville Community Services District
Investments & Cash Flow Report
as of January 31, 2023**

Petty Cash & Change Funds 9,197.46

Cash

Operating & Money Market - Beginning Balance		5,477,701.45
Cash Receipts:		
Utility Billings & Other Receipts	1,387,755.64	
Money Market Account Interest	41.21	
Transfers from County Funds #2560, #4240, CalTRUST, Meas. B	-	
Other Cash Receipts (Grants/Other Receivables)	-	
Total Cash Receipts		1,387,796.85
Cash Disbursements:		
Transfers to County Funds #2560, #4240, CalTRUST	-	
Payroll Related Expenditures (incl. CalPERS UAL pmt)	(426,616.94)	
Debt Service	-	
Capital & Other Expenditures	(193,280.00)	
Total Cash Disbursements		(619,896.94)
Operating & Money Market - Ending Balance		6,245,601.36
Total Cash		6,254,798.82

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

LAIF - Beginning Balance	139,190.19	
Interest Income	1,466.05	
LAIF - Ending Balance		140,656.24
Humboldt Co. #2560 - Beginning Balance	3,435,200.01	
Property Taxes and Assessments	-	
Transfer to/from Operating Cash	-	
Interest Income (net of adjustments)	-	
Humboldt Co. #2560 - Ending Balance		3,435,200.01
Humboldt Co. #4240 - Beginning Balance	3,377,764.59	
Transfer to/from Operating Cash	-	
Transfer to/from Biosolids Reserve	(540,656.78)	
Interest Income	-	
Humboldt Co. #4240 - Ending Balance		2,837,107.81
Humboldt Co. #9390 - Beginning Balance	663,032.08	
Reserves Recovery Deposits/Other Bal Withdrawals	-	
Humboldt Co. #9390 - Ending Balance		663,032.08
USDA Bond Reserve Fund - Beginning Balance	84,006.02	
Bond Reserve Payment/Transfer to Service Fund	-	
Debt Service Payment, Principal/Interest (Net)	-	
Interest Adjustment	0.36	
USDA Bond Reserve Fund - Ending Balance		84,006.38
Market Valuation Account		(20,836.39)
BNY COPS Series A & B - Beginning Balance	8,204,045.69	
Bond Principal Total (Series A & B)	-	
Bond Draws for Capital Projects	-	
Bond Reserve Payment/Transfer to Service Fund	-	
Debt Service Payment, Principal/Interest (Net)	-	
Bond Earned Interest	-	
BNY COPS Series A & B - Ending Balance		8,204,045.69
CalTRUST - Beginning Balance	10,216,747.37	
Net Transfer to/from Designated Reserves: PERS/OPEB	-	
Net Transfer to/from Capacity Fees/Catastrophe/Other Reserves	-	
Net: Interest Income/Unrealized Gain/Loss	84,899.58	
CalTRUST - Ending Balance		10,301,646.95
Total Investments		25,644,858.77
Total Cash & Investments - Current Month		31,899,657.59
Total Cash & Investments - Prior Month		31,586,784.75
Net Change to Cash & Investments This Month		312,872.84

Cash & Investment Summary

Cash & Cash Equivalents	31,204,238.93
Davis-Grunsky Loan Reserve	611,412.28
USDA Bond Reserve	84,006.38
Total Cash & Investments	31,899,657.59

McKinleyville Community Services District
Consolidated Balance Sheet by Fund
as of January 31, 2023

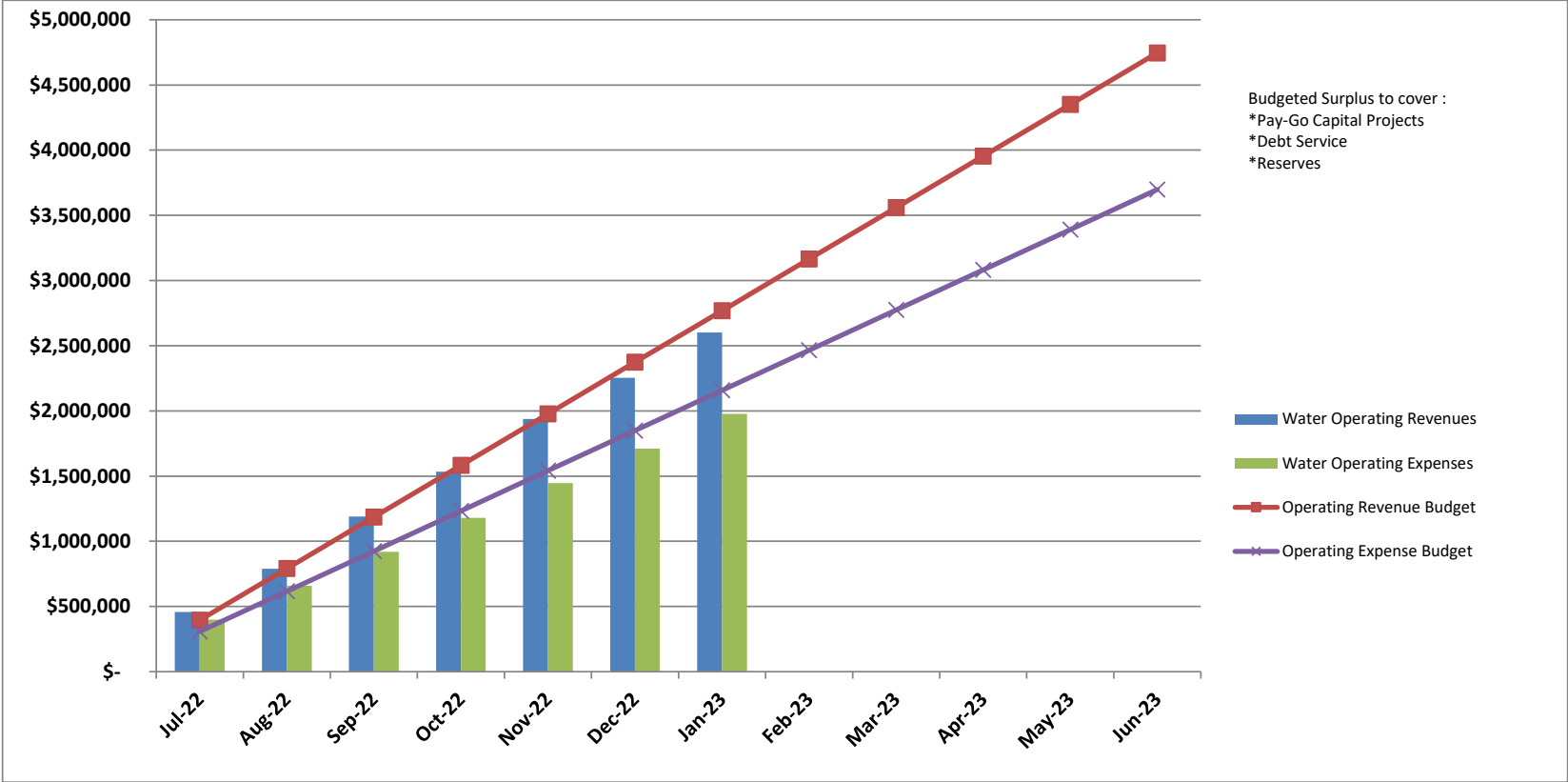
	Governmental Funds			Proprietary Funds		Total (Memorandum Only)
	Parks & General	Measure B	Streetlights	Water	Wastewater	
ASSETS						
Current Assets						
Unrestricted cash & cash equivalents	\$ 934,705.51	\$ (596,056.21)	\$ 126,993.44	\$ 8,837,432.61	\$ 13,699,605.83	\$ 23,002,681.18
Accounts receivable	36,638.19	-	3,588.83	371,581.02	484,127.67	895,935.71
Prepaid expenses & other current assets	46,401.29	8,882.80	7,360.74	208,342.38	162,457.65	433,444.86
Total Current Assets	1,017,744.99	(587,173.41)	137,943.01	9,417,356.01	14,346,191.15	24,332,061.75
Noncurrent Assets						
Restricted cash & cash equivalents	216,277.48	-	-	5,125,119.09	3,774,346.80	9,115,743.37
Other noncurrent assets	-	-	-	1,126,783.53	1,149,881.60	2,276,665.13
Capital assets (net)	-	-	-	9,452,239.07	30,689,501.14	40,141,740.21
Total Noncurrent Assets	216,277.48	-	-	15,704,141.69	35,613,729.54	51,534,148.71
TOTAL ASSETS	\$ 1,234,022.47	\$ (587,173.41)	\$ 137,943.01	\$ 25,121,497.70	\$ 49,959,920.69	\$ 75,866,210.46
LIABILITIES & FUND BALANCE/NET ASSETS						
Current Liabilities						
Accounts payable & other current liabilities	\$ 54,311.86	\$ 1,284.30	\$ 469.34	\$ 272,650.93	\$ 137,542.75	\$ 466,259.18
Accrued payroll & related liabilities	130,029.17	-	-	63,263.06	63,253.92	256,546.15
Total Current Liabilities	184,341.03	1,284.30	469.34	335,913.99	200,796.67	722,805.33
Noncurrent Liabilities						
Long-term debt	-	-	-	6,550,058.42	20,696,169.83	27,246,228.25
Other noncurrent liabilities	-	-	-	5,277,949.43	5,384,295.45	10,662,244.88
Total Noncurrent Liabilities	-	-	-	11,828,007.85	26,080,465.28	37,908,473.13
TOTAL LIABILITIES	184,341.03	1,284.30	469.34	12,163,921.84	26,281,261.95	38,631,278.46
Fund Balance/Net Assets						
Fund balance	(3,046,122.54)	(588,457.71)	137,473.67	-	-	(3,497,106.58)
Net assets	4,095,803.98	-	-	10,055,395.21	13,685,327.43	27,836,526.62
Investment in capital assets, net of related debt	-	-	-	2,902,180.65	9,993,331.31	12,895,511.96
Total Fund Balance/Net Assets	1,049,681.44	(588,457.71)	137,473.67	12,957,575.86	23,678,658.74	37,234,932.00
TOTAL LIABILITIES & FUND BALANCE/NET ASSETS	\$ 1,234,022.47	\$ (587,173.41)	\$ 137,943.01	\$ 25,121,497.70	\$ 49,959,920.69	\$ 75,866,210.46
Difference in Reclass from Cap Assets to Net Assets:						
Investment in General Capital Assets	\$ 3,757,893.13					
General Long-term Liabilities						
PG&E Streetlights Loan	-					
Meas. B Loan: Teen/Community Center	775,024.00					
OPEB Liability	2,678,440.47			OPEB Liability	2,125,075.07	2,139,107.45
CalPERS Pension Liability/Deferred Inflows-Outflows	534,291.05			CalPERS Pension Liability	384,963.21	456,504.74
Accrued Compensated Absences	78,689.49					6,942,622.99
TOTAL GENERAL LONG-TERM LIABILITIES	\$ 4,066,445.01					1,375,759.00

**McKinleyville Community Services District
Activity Summary by Fund, Approved Budget
January 2023**

Department Summaries	January	% of Year 41.67% YTD	Approved YTD Budget	Over (Under) YTD Budget	Over (Under) YTD Budget %	% Year Remaining: 58.33%			Notes
						Total Budget	Remaining Budget	Budget %	
7 = # of months remaining									
Water									
Water Sales	306,679	2,422,114	1,847,594	574,520	31.10%	4,434,226	2,012,112	45.38%	
Other Revenues	41,838	1,787,947	129,917	1,658,030	1276.22%	311,800	(1,476,147)	-473.43%	Includes YTD Capacity Fees \$274,561, Contrib. Construction \$73,570
Total Operating Revenues	348,517	4,210,061	1,977,511	2,232,550	112.90%	4,746,026	535,965	11.29%	
Salaries & Benefits	65,118	532,446	509,791	22,655	4.44%	1,223,498	691,052	56.48%	Budget spread evenly across 12 months, but actuals vary by schedule
Water Purchased	99,120	723,985	504,167	219,818	43.60%	1,210,000	486,015	40.17%	
Other Expenses	68,717	487,700	360,291	127,409	35.36%	864,698	376,998	43.60%	Budget spread evenly across 12 months, but actuals vary by project & expenditure
Depreciation	33,333	233,331	166,667	66,664	40.00%	400,000	166,669	41.67%	
Total Operating Expenses	266,287	1,977,462	1,540,916	436,546	28.33%	3,698,195	1,720,733	46.53%	
Net Operating Income	82,229	2,232,599	436,595	2,669,096		1,047,831	(1,184,768)		
Grants	-	36,986	666,250	(629,264)		1,599,000	1,562,014	97.69%	
Interest Income	8,776	48,015	20,833	27,182	130.48%	50,000	1,985	3.97%	
Interest Expense	-	(25,112)	(89,917)	(64,805)	-72.07%	(215,801)	(190,689)	88.36%	
Total Non-Operating Income	8,776	59,889	597,166	(666,887)		1,433,199	1,373,310		
Net Income (Loss)	91,006	2,292,488	1,033,761	2,002,210		2,481,030	188,541		
Wastewater									
Wastewater Service Charges	332,535	2,379,182	1,821,338	557,844	30.63%	4,371,210	1,992,028	45.57%	
Other Revenues	59,884	211,110	157,893	53,217	33.70%	378,942	167,832	44.29%	Includes YTD Capacity Fees \$449,381 Contrib. Construction \$72,510
Total Operating Revenues	392,419	2,590,292	1,979,231	611,061	30.87%	4,750,152	2,159,860	45.47%	
Salaries & Benefits	112,482	770,611	535,842	234,769	43.81%	1,286,020	515,409	40.08%	
Other Expenses	75,909	467,272	468,128	(856)	-0.18%	1,123,506	656,234	58.41%	Budget spread evenly across 12 months, but actuals vary by project & expenditure
Depreciation	102,083	714,581	510,417	204,164	40.00%	1,225,000	510,419	41.67%	
Total Operating Expenses	290,473	1,952,464	1,514,387	438,077	28.93%	3,634,526	1,682,062	46.28%	
Net Operating Income	101,946	637,829	464,844	172,985		1,115,626	477,797		
Grants	-	381,338	803,229	(421,891)	-52.52%	1,927,750	1,546,412	80.22%	
Interest Income	14,140	75,788	20,833	54,955	263.79%	50,000	(25,788)	-51.58%	
Interest Expense	-	(34,362)	(169,299)	(134,937)	-79.70%	(406,318)	(371,956)	91.54%	
Total Non-Operating Income	14,140	422,764	654,763	231,999		1,571,432	1,148,668		
Net Income (Loss)	116,085	1,060,593	1,119,607	(59,014)		2,687,058	1,626,465		
Enterprise Funds Net Income (Loss)	207,091	3,353,081	2,153,368	1,199,713		5,168,088	1,815,007		

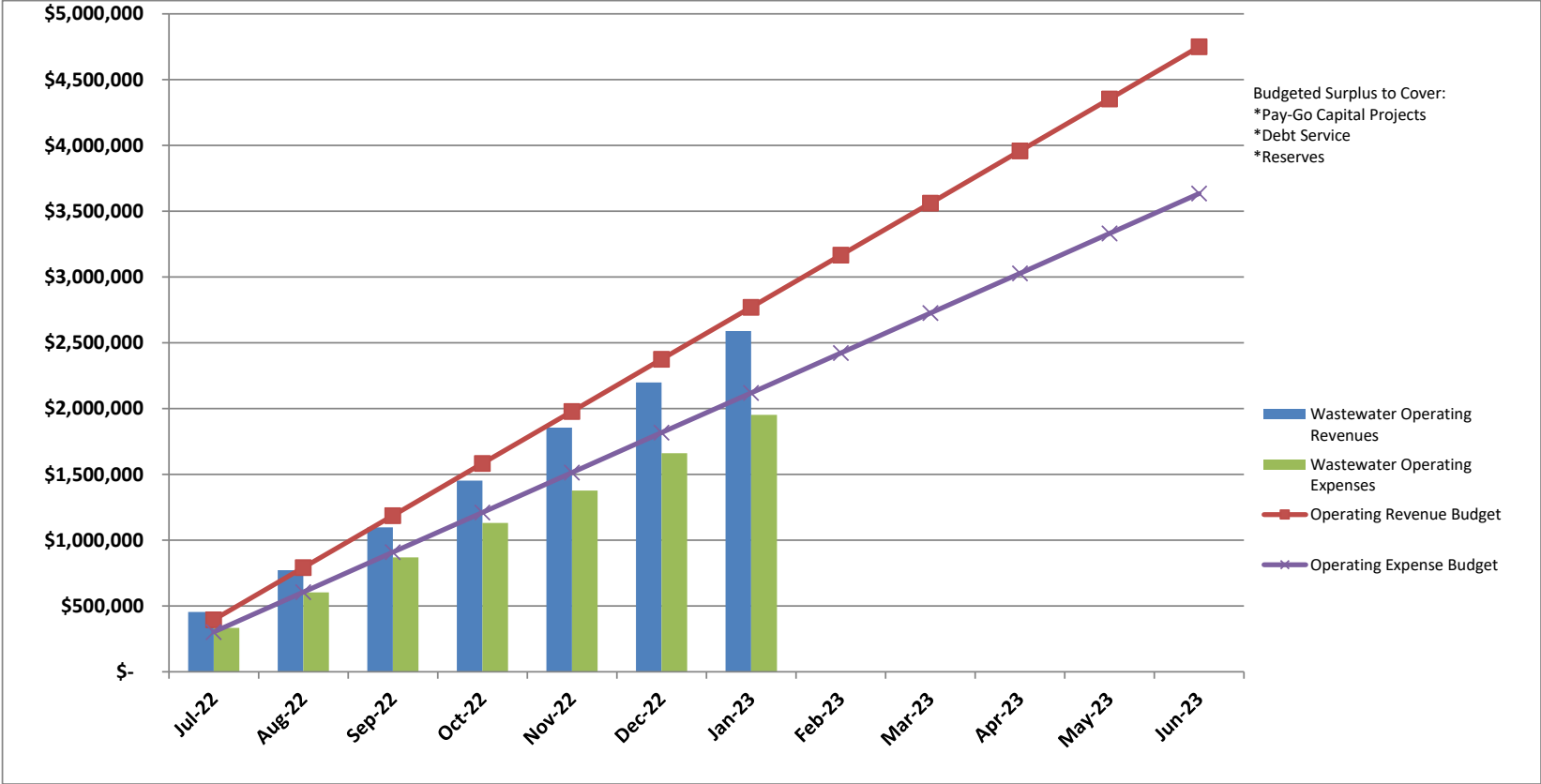
**McKinleyville Community Services District
January 2023**

Comparison of Water Fund Operating Revenues & Expenses to Budget



**McKinleyville Community Services District
January 2023**

Comparison of Wastewater Fund Operating Revenues & Expenses to Budget

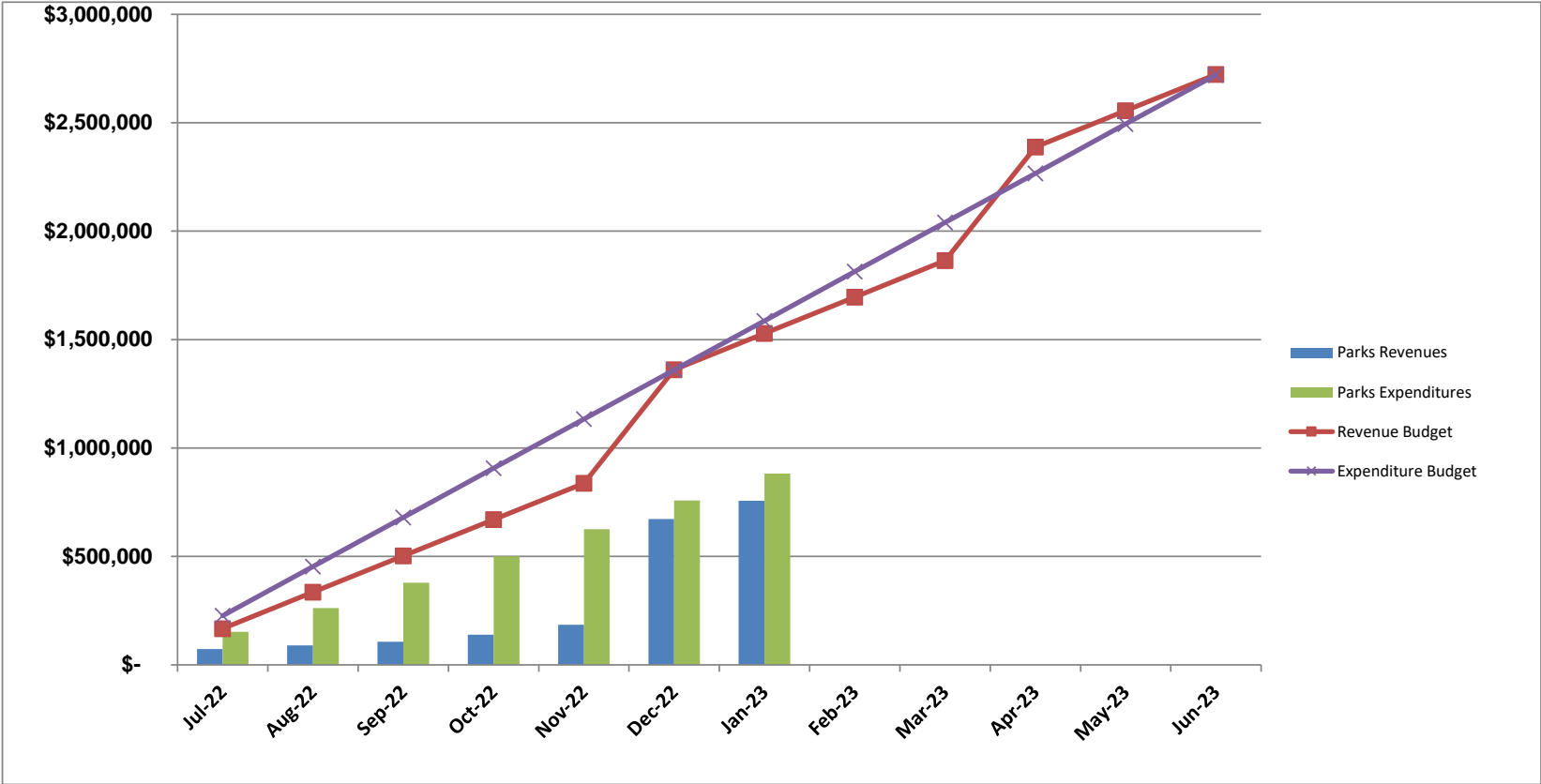


*Parks & Recreation									
Program Fees	26,754	189,429	99,117	90,312	91.12%	237,880	48,451	20.37%	Budget spread evenly across 12 months, but actuals vary by schedule
Rents & Facility Related Fees	25,331	57,203	28,604	28,599	99.98%	68,650	11,447	16.68%	
Property Taxes	-	352,167	296,906	55,261	18.61%	712,575	360,409	50.58%	
Other Revenues	23,716	116,048	695,268	(579,220)	-83.31%	1,668,644	1,552,596	93.05%	Budget spread evenly across 12 months, but actuals vary by schedule, includes \$33,633 in grant revenue
Interest Income	7,855	41,849	14,584	27,265	186.95%	35,002	(6,847)	-19.56%	
Total Revenues	83,656	756,696	1,134,479	(377,783)	-33.30%	2,010,176	1,966,056	72.21%	
Salaries & Benefits	92,660	647,119	243,441	403,678	165.82%	584,258	(62,862)	-10.76%	
Other Expenditures	(33,214)	103,957	254,655	(150,698)	-59.18%	611,171	507,214	82.99%	
Capital Expenditures	65,634	131,567	635,417	(503,850)	-79.29%	1,525,000	1,393,433	91.37%	Budget spread evenly across 12 months, but actuals vary by project schedule
Total Expenditures	125,080	882,644	1,133,513	(250,869)	-22.13%	2,720,429	1,837,785	67.55%	
Excess (Deficit)	(41,424)	(125,948)	966	(126,914)		2,323			
*Measure B Assessment									
Total Revenues	868	144,389	94,710	49,679	52.45%	227,304	82,915	36.48%	
Salaries & Benefits	8,503	57,753	28,037	29,716	105.99%	67,288	9,535	14.17%	Budget spread evenly across 12 months; actuals vary by maintenance schedule
Other Expenditures	1,284	52,220	27,529	24,691	89.69%	66,069	13,849	20.96%	Budget spread evenly across 12 months, but actuals vary seasonally
Capital Expenditures/Loan Repayment	-	48,515	39,031	9,484	24.30%	93,674	45,159	48.21%	Budget is spread evenly across 12 months. Loan pmts are October & April
Total Expenditures	9,787	158,487	94,597	63,890	67.54%	227,030	68,543	30.19%	
Excess (Deficit)	(8,919)	(14,098)	113	(14,211)		274			
*Street Lights									
Total Revenues	10,616	74,419	51,867	22,552	43.48%	124,480	50,061	40.22%	
Salaries & Benefits	3,520	23,794	22,393	1,401	6.25%	53,744	29,950	55.73%	Budget spread evenly across 12 months; actuals vary by maintenance schedule
Other Expenditures	4,070	31,154	15,323	15,831	103.31%	36,775	5,621	15.29%	
Capital Expenditures/Loan Repayment	-	-	19,583	(19,583)	-100.00%	47,000	47,000	100.00%	Budget spread evenly across 12 months, but actuals vary by project
Total Expenditures	7,590	54,947	57,299	(2,352)	-4.10%	137,519	82,572	60.04%	
Excess (Deficit)	3,026	19,471	(5,432)	(24,903)		(13,039)			
Governmental Funds Excess (Deficit)	(47,317)	(120,575)	(4,353)	(116,222)		(10,443)			

*Governmental Funds use a modified accrual basis of accounting per GASB

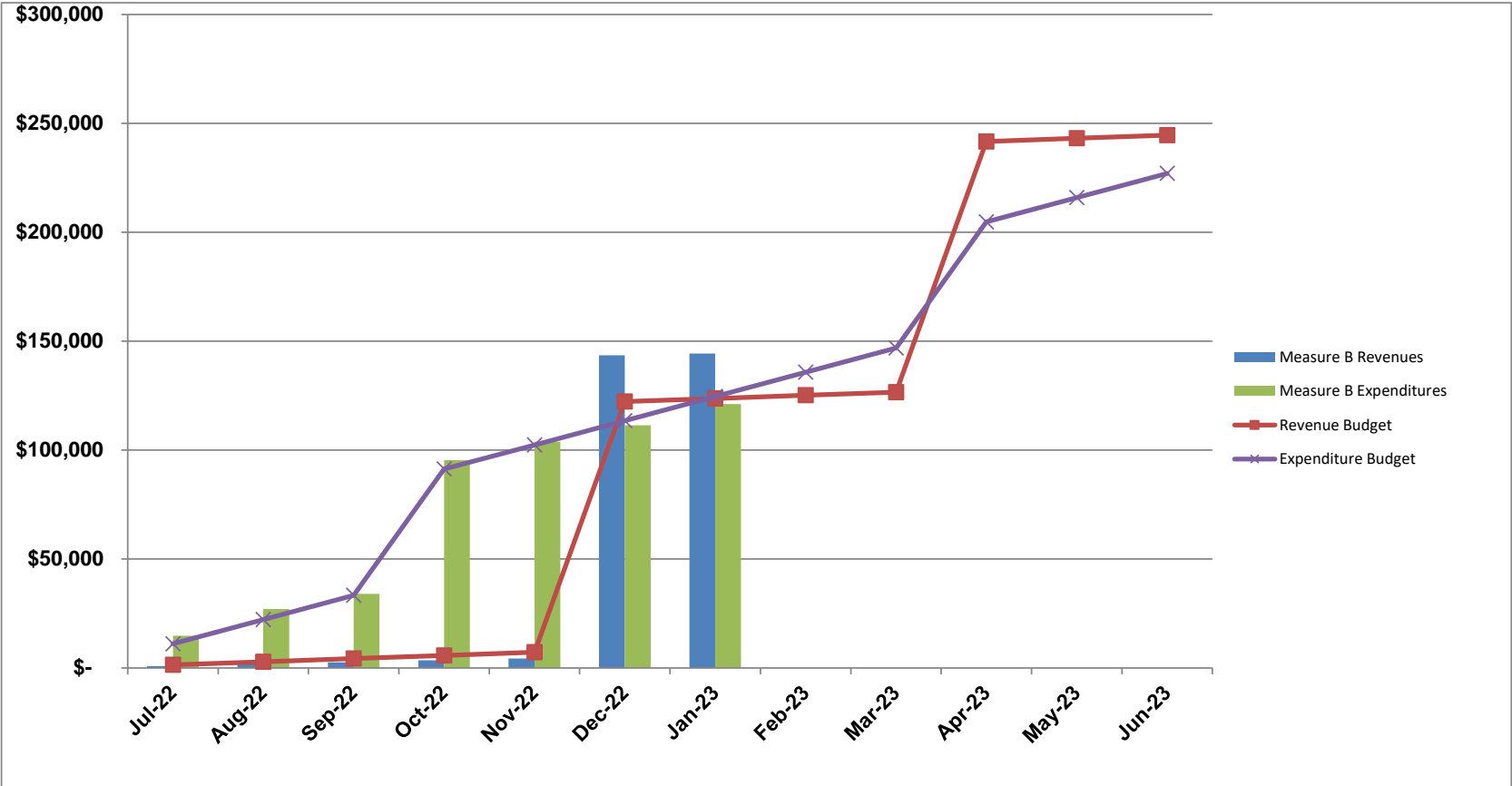
**McKinleyville Community Services District
January 2023**

Comparison of Parks & Recreation Total Revenues & Expenditures to Budget



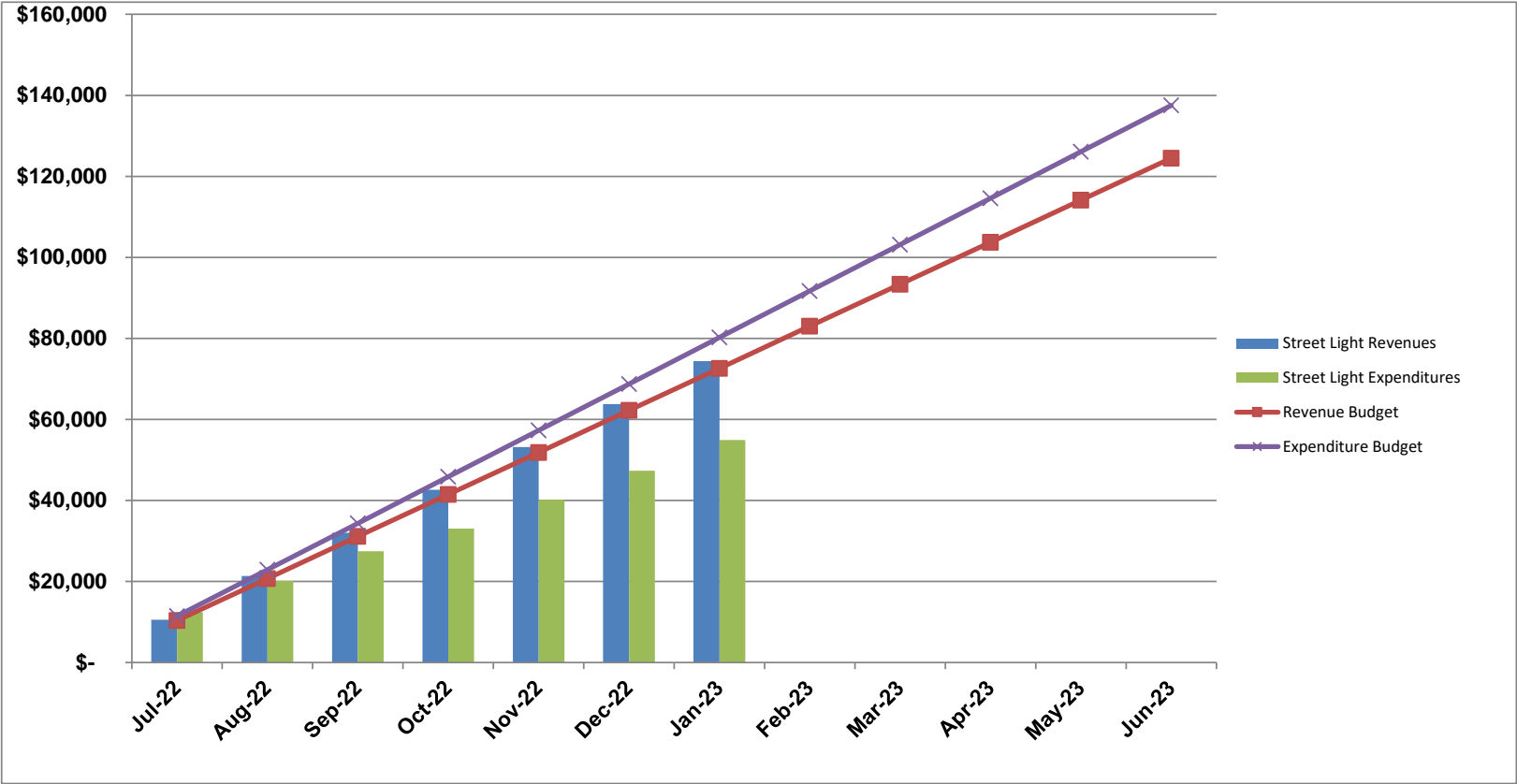
**McKinleyville Community Services District
January 2023**

Comparison of Measure B Fund Total Revenues & Expenditures to Budget



**McKinleyville Community Services District
January 2023**

Comparison of Street Light Fund Total Revenues & Expenditures to Budget



**McKinleyville Community Services District
Capital Expenditure Report
as of January 31, 2023**

	December	January	YTD Total	FY 22-23 Budget	Remaining		Notes
					Budget \$	Budget %	
Water Department							
Norton Tank Tree Service	-	-	-	10,000	10,000	100%	
Water Tank Painting	264,993	-	637,909	749,000	111,091	15%	Water Tank Painting & Cathodic
4.5m New Water Tank	67,665	113,607	398,743	2,132,000	1,733,257	81%	Drilling, LACO Assoc.
Production Meter Replacements	-	-	-	8,000	8,000	100%	Production Meter Replacement
McCluski Tank3 Replace Roof Vents	-	-	-	-	-	#DIV/0!	McCluski Tank3 Replace Roof Vents
Emergency Generator-Cochran	-	-	-	50,000	50,000	100%	CochranEmergency Generator
Fire Hydrant System Upgrade	-	-	-	7,000	7,000	100%	Fire Hydrant System Upgrade
Blake Station Upgrades	-	-	-	-	-	#DIV/0!	Blake Station Upgrades
Digital Control & Radio Telemetry Upgrade	-	-	-	10,000	10,000	100%	Radio Telemetry upgrade
Water Main Rehab & Replacement	1,209	2,281	40,575	2,500,000	2,459,425	98%	Water Main Rehab
Property Purchase- Tank Site	-	-	-	-	-	#DIV/0!	Property Purch/Imprv.Tank Site
Subtotal	333,866	115,888	1,077,227	5,466,000	4,388,773	80%	
Wastewater Department							
Sewer Main Rehab & Replacement	1,170	2,209	56,319	1,500,000	1,443,681	96%	Sewer Main Rehab
WWMF Sludge Disposal - next	-	-	-	200,000	200,000	100%	Sludge handling/disposal
WWMF Engineering Study	-	-	-	70,000	70,000	100%	
WWMF Pond Armoring	-	-	-	75,000	75,000	100%	WWMF Pond Armoring
WWMF Secondary Effluent Motor	-	-	-	6,000	6,000	100%	WWMF Secondary Effluent Motor
Collection Upgrades-UndercrossingsProj	-	90	90	1,149,000	1,148,910	100%	Collection System upgrades
Fischer Lift Station Generator	-	-	-	40,000	40,000	100%	Fischer Lift Stn Generator
Solar Project - CWSRF Grant/Loan	2,340	2,413	85,625	1,060,000	974,375	92%	WWMF Solar Project
WWMF - CEQA/ NPDES Permit	-	-	-	25,000	25,000	100%	NPDES Permit Project
Underground pipe locator & camera	-	-	-	5,000	5,000	100%	Underground pipe locator & camer
SCBA Apparatus and Bottles	-	-	-	6,000	6,000	100%	WWMF Lab Cabinets
Sewer Main Camera Replacement	-	-	-	30,000	30,000	100%	SwrLiftStnUpgrade-Letz
Subtotal	3,510	4,712	142,035	4,166,000	4,023,965	97%	
Water & Wastewater Operations							
Heavy Equipment	-	-	-	130,000	130,000	100%	backhoe, aircompressor
Utility Vehicles	-	-	-	40,000	40,000	100%	CCTV truck, 3/4 or 1-ton Pickup
Office, Corporate Yard & Shops	-	-	4,000	170,000	166,000	98%	Facilities upgrade/sealcoat
Computers & Software	-	-	-	18,000	18,000	100%	Server, PCs, GIS/SEMS/CADD
Fischer Ranch - Reclamation Site Upgrade (tree fa	1,244	5,607	21,429	100,000	78,571	79%	Match to 3rd party grant funding
Fischer Ranch - Barn & Fence upgrades, Irrig	1,439	1,439	12,688	50,000	37,312	75%	Barn/ house/ fence, Irrig. pipe, Unc
Office Remodel	2,169	-	2,169	360,000	357,831	99%	Purch property behind main offc
Small Equipment & Other	-	-	-	20,000	20,000	100%	Misc,response, & GPS surveying
Subtotal	-	7,046	40,286	888,000	847,714	95%	
Enterprise Funds Total	342,229	127,646	1,259,548	10,520,000	9,260,452	88%	
Parks & Recreation Department							
BMX Park	25,215	65,634	123,867	800,000	676,133	85%	BMX Park
Hiller Park & Sports Complex	-	-	-	-	-	#DIV/0!	Hiller Sports Sealcoat-CountyGrant
Pierson Park - Landscaping & signage	-	-	-	98,000	98,000	100%	Pierson Pk-Landscape & signage
Azalea Hall Projects	-	-	-	187,000	187,000	100%	Major appliance replacemnt
McKinleyville Activity Center Upgrades	-	-	-	-	-	#DIV/0!	Flooring replacement
Law Enforcement Facility Improvements	-	-	-	16,000	16,000	100%	LEF flooring/Library Carpet
Projects Funded by Quimby/Grants/ Other	-	-	-	400,000	400,000	100%	CommForest,SkatePk,LandAcq
Other Parks Projects & Equipment	-	-	-	24,000	24,000	100%	Utility truck from Ops?
Subtotal	25,215	65,634	123,867	1,525,000	725,000	48%	
Streetlights							
LED Repairs	-	-	-	5,000	5,000	100%	
Pole Inspection	-	-	-	42,000	42,000	100%	Pole Inspection/Replacement
Subtotal	-	-	-	47,000	47,000	100%	
Governmental Funds Total	25,215	65,634	123,867	1,572,000	772,000	49%	
All Funds Total	367,444	193,280	1,383,415	12,092,000	10,032,452	83%	

**McKinleyville Community Services District
 Summary of Grants
 as of January 31, 2023**

District Grants	Total Grant Amount	Required District Match	Estimated District Asset Value
CalOES Hazard Mitigation Grant - 4.5 mg Tank	\$ 7,576,448	\$ 1,894,112	\$ 9,553,440
Northcoast Resource Partnership - 4.5 mg Tank	\$ 879,209	\$ -	
CalOES Hazard Mitigation Grant - Sewer Undercrossings	\$ 2,538,300	\$ 846,100	\$ 2,137,000
SWRCB Energy Efficiency Grant/Loan	\$ 2,500,000	\$2,500,000 Loan	\$ 4,100,000
CA State Dept of Parks & Rec - Habitat Conservation Fund	\$ 56,600	\$ -	\$ 56,600
State of CA Prop 68 - BMX Track	\$ 2,331,375	\$ -	\$ 2,331,375
State of CA Prop 68 Per Capita - Azalea Hall Upgrades	\$ 177,952	\$ -	\$ 177,952
Recycled Water Grant	\$ 150,000	\$ -	\$ 50,000

Non-District Grants	Total Grant Amount	Required District Match	Estimated District Asset Value
CalTrout US Fish & Wildlife - Mad River Restoration	\$ 20,000	\$ -	\$ 20,000
CalTrout NOAA - Mad River Restoration	\$ 490,167	\$ 48,000	\$ 300,000
Trust for Public Lands	\$ 3,858,378	\$ -	\$ 3,858,378

**McKinleyville Community Services District
Summary of Long-Term Debt Report
as of January 31, 2023**

**Principal Maturities and
Scheduled Interest**

	Maturity		Balance- Dec.	Balance- Jan.	Principal Maturities and Scheduled Interest		
	%	Date	31, 2022	31, 2022	FY-23	Thereafter	
Water Fund:							
I-Bank		8/1/30	P	476,538.79	476,538.79	-	476,538.81
Interest	3.37%		I			8,029.69	67,028.60
State of CA Energy Commission (ARRA)		12/22/26	P	48,700.45	48,700.45	5,982.58	42,717.67
Interest	1.0%		I			516.85	859.98
State of CA (Davis Grunsky)		1/1/33	P	1,087,383.49	1,087,383.49	-	1,087,383.49
State of CA (Davis Grunsky) Deferred Interest		1/1/33	P	170,345.85	170,345.85	-	170,345.85
Interest	2.5%		I			14,654.49	155,047.44
COPS - Series 2021A, Water Fund		8/1/51	P	4,767,089.85	4,767,089.85	-	4,767,089.85
Interest	2.93%	8/1/51	I	-	-	84,405.56	2,555,737.50
Total Water Fund-Principal				6,550,058.43	6,550,058.43	5,982.58	6,544,075.67
Total Water Fund-Interest						107,606.59	2,778,673.52
Total Water Fund				6,550,058.43	6,550,058.43	113,589.17	9,322,749.19
Wastewater Fund:							
WWMF SRF Loan		7/31/47	P	13,573,682.87	13,573,682.87	-	14,034,677.46
Interest	1.6%		I			-	3,002,119.13
Chase Bank (Pialorsi Property)		3/8/35	P	1,243,600.00	1,243,600.00	-	1,243,600.00
Interest	2.9%		I	-	-	-	153,015.55
COPS - Series 2021B, Wastewater Fund		9/15/51	P	3,870,124.10	3,811,611.60	-	3,485,000.00
Interest	2.93%	9/15/51	I	-	-	-	2,056,175.00
Total Wastewater Fund-Principal				18,687,406.97	18,628,894.47	-	18,763,277.46
Total Wastewater Fund-Interest						-	5,211,309.68
Total Sewer Fund				18,687,406.97	18,628,894.47	-	23,974,587.14
Meas. B Fund: Teen/Comm Center Loan		11/1/29	P	775,024.00	775,024.00	50,252.00	733,552.00
	3.55%		I			13,912.52	94,344.18
Total Principal				26,012,489.40	25,953,976.90	56,234.58	26,040,905.13
Total Interest						121,519.11	8,084,327.38
Total				26,012,489.40	25,953,976.90	177,753.69	34,125,232.51

Non-debt Long Term Liabilities, District-wide

OPEB Liability	6,942,622.99
CalPERS Pension Liability	1,375,759.00

**McKinleyville Community Services District
Cash Disbursement Report
For the Period January 1 through January 31, 2022**

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
Accounts Payable Disbursements						
18602	1/10/2023	BRO01	GAVIN H. BROOKS	(295)	C30202H	REVERSAL OF CHECK #18602
40601	1/3/2023	VOID	VOIDED CHECK			
40602	1/3/2023	VOID	VOIDED CHECK			
40603	1/3/2023	VOID	VOIDED CHECK			
40604	1/3/2023	VOID	VOIDED CHECK			
40605	1/3/2023	VOID	VOIDED CHECK			
40606	1/3/2023	VOID	VOIDED CHECK			
40607	1/3/2023	VOID	VOIDED CHECK			
40608	1/3/2023	VOID	VOIDED CHECK			
40609	1/3/2023	VOID	VOIDED CHECK			
40610	1/3/2023	VOID	VOIDED CHECK			
40611	1/3/2023	VOID	VOIDED CHECK			
40612	1/3/2023	VOID	VOIDED CHECK			
40613	1/3/2023	VOID	VOIDED CHECK			
40614	1/3/2023	VOID	VOIDED CHECK			
40615	1/3/2023	VOID	VOIDED CHECK			
40616	1/3/2023	VOID	VOIDED CHECK			
40617	1/3/2023	VOID	VOIDED CHECK			
40618	1/3/2023	VOID	VOIDED CHECK			
40619	1/3/2023	VOID	VOIDED CHECK			
40620	1/3/2023	VOID	VOIDED CHECK			
40621	1/3/2023	VOID	VOIDED CHECK			
40622	1/3/2023	VOID	VOIDED CHECK			
40623	1/3/2023	VOID	VOIDED CHECK			
40624	1/3/2023	VOID	VOIDED CHECK			
40625	1/3/2023	VOID	VOIDED CHECK			
40626	1/3/2023	VOID	VOIDED CHECK			
40627	1/3/2023	VOID	VOIDED CHECK			
40628	1/3/2023	VOID	VOIDED CHECK			
40629	1/3/2023	ACW01	CB&T/ACWA-JPIA	12,540	696853	GRP. HEALTH INS
40630	1/3/2023	ANS02	BRIAN ANSPACH	700	C21229	GIS TRAINING

40631	1/3/2023	ATT04	ATT	926	443764704	TELEMETRY
40632	1/3/2023	EUR06	EUREKA READY MIX	681	83698	REPAIRS/SUPPLY
				775	83747	REPAIRS/SUPPLY
			Check Total:	<u>1,456</u>		
40633	1/3/2023	FED01	FedEx Office	402	798656433	LAB TESTS TREATMENT
40634	1/3/2023	GHD01	GHD	505	800025018	WATER RECYCLING PLANNING
40635	1/3/2023	KER01	KERNEN CONSTRUCTION	483	23116	SUPPLIES
40636	1/3/2023	LDA01	LDA PARTNERS	2,169	2/6350222	ARCHITECTURAL SERVICES
40637	1/3/2023	MAD01	MAD RIVER ROTARY	225	288	ROTARY ANNUAL DUES
40638	1/3/2023	MAY03	DENNIS MAYO	125	C21228	DIRECTORS FEES
40639	1/3/2023	MCK03	MCKINLEYVILLE OFFICE SUPP	39	54028	OFFICE SUPPLIES
40640	1/3/2023	PGE11	PGE STREETLIGHTS	20	C21229	GAS & ELECTRIC SEWER PUMP
40641	1/3/2023	PGE12	PGE	64	C21229	GAS & ELECTRIC HILLER SPO
40642	1/3/2023	SOU03	APRIL SOUSA	461	C21228	FLEX SPENDING
40643	1/3/2023	STA09	S.W.R.C.B.	110	C21229	DUAL RENEWAL KPSTONE
40644	1/3/2023	TPX01	TPx COMMUNICATIONS	2,806	652101150	INTERNET SERVICES
40645	1/3/2023	USA01	USA BLUEBOOK	800	207990	SUPPLIES
40646	1/3/2023	VER01	VERIZON WIRELESS	77	923508910	PAGING/ALARMS
40647	1/3/2023	\B013	MQ CUSTOMER REFUND FOR BA	218	000C30101	MQ CUSTOMER REFUND FOR BA
40648	1/3/2023	\B017	MQ CUSTOMER REFUND FOR BU	16	000C30101	MQ CUSTOMER REFUND FOR BU
40649	1/3/2023	\C001	MQ CUSTOMER REFUND FOR CO	48	000C30101	MQ CUSTOMER REFUND FOR CO
40650	1/3/2023	\F007	MQ CUSTOMER REFUND FOR FR	353	000C30101	MQ CUSTOMER REFUND FOR FR
40651	1/3/2023	\G003	MQ CUSTOMER REFUND FOR GR	58	000C30101	MQ CUSTOMER REFUND FOR GR
40652	1/3/2023	\N002	MQ CUSTOMER REFUND FOR NO	50	000C30101	MQ CUSTOMER REFUND FOR NO
40653	1/3/2023	\O002	MQ CUSTOMER REFUND FOR OS	30	000C30101	MQ CUSTOMER REFUND FOR OS
40654	1/3/2023	\V002	MQ CUSTOMER REFUND FOR VA	71	000C30101	MQ CUSTOMER REFUND FOR VA
40655	1/3/2023	\W008	MQ CUSTOMER REFUND FOR WE	120	000C30101	MQ CUSTOMER REFUND FOR WE
40656	1/6/2023	*0045	SECURITY DEPOSIT REFUND G	100	C30105	SECURITY DEPOSIT REFUND G
40657	1/6/2023	*0046	YOUTH BASKETBALL REFUND	161	C30105	YOUTH BASKETBALL REFUND
40658	1/6/2023	*0047	YOUTH BASKETBALL REFUND	90	C30105	YOUTH BASKETBALL REFUND
40659	1/6/2023	ADV01	ADVANCED SECURITY SYSTEM	1,079	63099	SECURITY ALARMS
40660	1/6/2023	AMA01	AMAZON CAPITAL SERVICES	1,426	TK4GQKJ36	SUPPLIES
40661	1/6/2023	ASC02	ASCAP	420	C30105	RENEWAL FEE
40662	1/6/2023	BAD01	BADGER METER, Inc.	361	80116078	HOSTING FEES
40663	1/6/2023	BAS01	PACE ANALYTICAL SERVICES	623	221323928	LAB TESTING
40664	1/6/2023	COA04	COASTAL TREE SERVICE	3,300	PO5999355	TREE REMOVAL

40665	1/6/2023	GRA02	GRAINGER	53	558998150	SUPPLIES
40666	1/6/2023	HAR13	The Hartford - Priority A	434	183460984	GRP. HEALTH INS
40667	1/6/2023	HUM01	HUMBOLDT BAY MUNICIPAL WA	106,561	C30105	WTR PURCHASED
40668	1/6/2023	HUM08	HUMBOLDT SANITATION	692	2CX02186	TRASH SERVICE
				642	2CX02187	TRASH SERVICE
				320	2CX02188	TRASH SERVICE
				642	2CX02317	TRASH SERVICE
			Check Total:	<u>2,297</u>		
40669	1/6/2023	IBA01	US BANK-GLOBAL CORP TRUST	8,030	63696	LOAN PAYMENT 207877000
40670	1/6/2023	INF02	INFOSEND	3,168	227071	MONTHLY FEE/POSTAGE
40671	1/6/2023	INF03	INFINITE CONSULTING SERVI	4,191	10414	MONTHLY FEE
40672	1/6/2023	MCK04	MCK ACE HARDWARE	993	C30105	REPAIRS/SUPPLY
40673	1/6/2023	MDG01	MELTON DESIGN GROUP INC	25,215	6249	BMX TRACK AND PARK
40674	1/6/2023	MEN01	MENDES SUPPLY CO.	85	M238592A	REPAIRS/SUPPLY
40675	1/6/2023	MIL01	Miller Farms Nursery	345	C30105	REPAIRS/SUPPLY
40676	1/6/2023	NAP02	NAPA AUTO PARTS	251	425703172	SUPPLIES
40677	1/6/2023	NOR13	NORTHERN CALIFORNIA SAFET	120	28748	MONTHLY FEES
40678	1/6/2023	PRO01	PROFESSIONAL CREDIT SERVI	145	27719	REC. BAD DEBTS
40679	1/6/2023	SEQ01	BLUE STAR GAS	894	1399434	FUEL
				192	1402954	FUEL
			Check Total:	<u>1,351</u>		
40680	1/6/2023	STA12	SWRCB ACCOUNTING OFFICE	19,391	LW1038401	ANNUAL FEES
40681	1/6/2023	STR01	STREAMLINE	300	DF9E70026	SUBSCRIPTIONS
40682	1/6/2023	THO02	Thomas Home Center	884	C30105	REPAIRS/SUPPLY
40683	1/6/2023	THR01	THRIFTY SUPPLY COMPANY	2,161	101308501	SUPPLIES
				6,892	101313001	SUPPLIES
				513	101314601	SUPPLIES
				129	101461901	SUPPLIES
				129	101467601	SUPPLIES
				541	101480701	SUPPLIES
			Check Total:	<u>10,365</u>		
40684	1/6/2023	VAL01	VALLEY PACIFIC PETROLEUM	1,038	L22581781	GAS/OIL/LUBE
40685	1/6/2023	VAL02	VALLEY PACIFIC	3,189	L22581210	GAS/OIL/LUBE
40686	1/11/2023	*0048	ELLSWORTH HILLIGOSS	56	C30109	SECURITY DEPOSIT REFUND A
40687	1/11/2023	ALV04	FLEX SPENDING CHILD CARE	140	C30109	FLEX SPENDING CHILD CARE
40688	1/11/2023	BAY01	BAY AREA COATING CONSULTA	22,877	E07773	COCHRAN TANK
				30,604	E07835	COCHRAN TANK PROJECT
				1,040	E07874	COCHRAN TANK PROJECT
			Check Total:	<u>54,521</u>		
40689	1/11/2023	COA04	COASTAL TREE SERVICE	3,300	3406	TREE REMOVAL
40690	1/11/2023	DEP05	DEPARTMENT OF JUSTICE	64	627620	FINGERPRINTING
40691	1/11/2023	GRA02	GRAINGER	709	563810580	PARTS AND SUPPLIES
40692	1/11/2023	HAR03	HARPER MOTORS CO.	88	840507/2	PARTS AND SUPPLIES
				83	841151/2	PARTS AND SUPPLIES

	Check Total:		<u>172</u>			
40693	1/11/2023	INF03	INFINITE CONSULTING SERVI	4,013	10460	DELL WORKSTATION
40694	1/11/2023	MAY03	DENNIS MAYO	111	C30110	TRAVEL ADVANCE BM
40695	1/11/2023	MIT01	MITCHELL LAW FIRM	1,003	51518	LEGAL
40696	1/11/2023	MIT02	MITEL	780	42259829	INTERNET SERVICES
40697	1/11/2023	NOR35	NORTHERN HUMBOLDT	942	ES23-074	PROFESSIONAL SERVICES
				<u>542</u>	ES23-075	PROFESSIONAL SERVICES
			Check Total:	<u>1,485</u>		
40698	1/11/2023	VOID	VOIDED CHECK			
40699	1/11/2023	VOID	VOIDED CHECK			
40700	1/11/2023	VOID	VOIDED CHECK			
40701	1/11/2023	VOID	VOIDED CHECK			
40702	1/11/2023	VOID	VOIDED CHECK			
40703	1/11/2023	VOID	VOIDED CHECK			
40704	1/11/2023	VOID	VOIDED CHECK			
40705	1/11/2023	PAC01	PACIFIC UNION SCHOOL PTO	1,526	C30109	MIDDLE SCHOOL DANCE 12-9-
40706	1/11/2023	PGE01	PG & E (Office & Field)	23,059	C30109	GAS & ELECTRIC
40707	1/11/2023	SEQ01	BLUE STAR GAS	269	1406570	FUEL
				555	1406571	FUEL
				<u>335</u>	1406572	FUEL
			Check Total:	<u>1,159</u>		
40708	1/11/2023	STA11	STAPLES CREDIT PLAN	203	C30109	OFFICE SUPPLIES
40709	1/11/2023	THR02	DAZEY'S SUPPLY	89	2654	REPAIRS/SUPPLY TREATMENT
40710	1/11/2023	UMP01	UMPQUA COMMERCIAL CARD OP	725	0123BD	TRAVEL/TRAINING/SUPPLIES
				197	0123JH	TRAVEL/TRAINING/SUPPLIES
				290	0123LF	TRAVEL/TRAINING/SUPPLIES
				<u>2,783</u>	0123NA	TRAVEL/TRAINING/SUPPLIES
				236	0123PD	TRAVEL/SUPPLIES/TRAINING
				<u>864</u>	0123PK	TRAVEL/TRAINING/SUPPLIES
			Check Total:	<u>5,095</u>		
40711	1/11/2023	VAL02	VALLEY PACIFIC	1,002	23-630943	GAS/OIL/LUBE
				<u>2,356</u>	23-630944	GAS/OIL/LUBE
			Check Total:	<u>3,359</u>		
40712	1/19/2023	*0049	YOUTH BASKETBALL PROGRAM	75	C30118	YOUTH BASKETBALL PROGRAM
40713	1/19/2023	*0050	YOUTH BASKETBALL PROGRAM	80	C30118	YOUTH BASKETBALL PROGRAM
40714	1/19/2023	*0051	SECURITY DEPOSIT AH	100	C30118	SECURITY DEPOSIT AH
40715	1/19/2023	70,701	707 PEST SOLUTIONS	1,185	C30118	PEST CONTROL
40716	1/19/2023	ACC04	ACCURATE DRUG TESTING SER	130	7324	DRUG TESTING/PHYSICAL G A
40717	1/19/2023	BAV01	BAVCO-BACKFLOW APPARATUS	120	193298	CALIBRATION CHECK
				<u>(120)</u>	193298u	Ck# 040717 Reversed
			Check Total:	<u>0</u>		
40718	1/19/2023	BNY01	BNY MELLON TRUST COMPANY,	1,780	522521950	REVENUE CERTIFICATES CT21
40719	1/19/2023	CHA06	CHARLESTON TREE SERVICE	3,510	8160	TREE HAZARD MITIGATION

40720	1/19/2023	COA01	COASTAL BUSINESS SYSTEMS	1,016	3342998	OFFC EQUIP LEAS
40721	1/19/2023	FED01	FedEx Office	99	800704602	LAB TESTS TREATMENT
40722	1/19/2023	HEA01	HEALTH EQUITY, ATTN: CLINT	3,000	C30118	GRP. HEALTH INS
				(3,000)	C30118u	Ck# 040722 Reversed
				35	TDX4CN	GRP. HEALTH INS X 12 MNTH
				(35)	TDX4CNu	Ck# 040722 Reversed
			Check Total:	<u>0</u>		
40723	1/19/2023	IND02	INDUSTRIAL ELECTRIC SERVI	23	IN46082	REPAIRS/SUPPLY
				10	IN46095	REPAIRS/SUPPLY
			Check Total:	<u>33</u>		
40724	1/19/2023	KER01	KERNEN CONSTRUCTION	518	C30118	ROCK PURCHASE
40725	1/19/2023	MAD02	MAD RIVER UNION	90	50016	ADVERTISEMENT FOR BIDS
40726	1/19/2023	MAP01	MAPLESERVICE	775	133553	1620 PICKET RD LEAK REPAI
				716	133554	1705 GWIN RD - LEAK REPAI
			Check Total:	<u>1,491</u>		
40727	1/19/2023	MUD01	MUDDY WATERS COFFEE CO.,I	120	109028291	OFFICE SUPPLIES
40728	1/19/2023	NOR01	NORTH COAST LABORATORIES	4,266	C30118	LAB TESTS
40729	1/19/2023	ORE01	O'REILLY AUTOMOTIVE, INC.	3	C30118	REPAIRS/SUPPLY
40730	1/19/2023	PAR02	PARK PLANET	975	IN2300032	PLAY GROUND EQUIPMENT
40731	1/19/2023	PGE10	PGE STREETLIGHTS	4	C30119	GAS & ELECTRIC S.L.- ZONE
40732	1/19/2023	SOU03	FLEX SPENDING	35	C30119	FLEX SPENDING
40733	1/19/2023	THR01	THRIFTY SUPPLY COMPANY	789	101373601	PARTS AND SUPPLIES
40734	1/19/2023	USA01	USA BLUEBOOK	3,040	221227	PARTS AND SUPPLIES
				34	223539	PARTS AND SUPPLIES
			Check Total:	<u>3,074</u>		
40735	1/19/2023	VAL02	VALLEY PACIFIC	837	23631870	GAS/OIL/LUBE
40736	1/26/2023	*0052	AZ REFUND	538	116978	AZ REFUND
40737	1/26/2023	*0053	SUSANNA PIOQUINTO	55	116977	YOUTH BASKETBALL PROGRAM
40738	1/26/2023	ACC04	ACCURATE DRUG TESTING SER	70	7348	DRUG TESTING
40739	1/26/2023	ARC13	ARCATA COUNTERTOPS	1,439	877	1400 ANDERSON - HOUSE
40740	1/26/2023	ATT04	ATT	926	988245702	TELEMETRY
40741	1/26/2023	BLA02	BLACK DOG OUTFITTERS	253	474	MENS T-SHIRT
				69	520	MENS POLO SHIRTS
			Check Total:	<u>322</u>		
40742	1/26/2023	BNY01	BNY MELLON TRUST COMPANY,	1,710	522521951	REVENUE CERTIFICATES CT21
40743	1/26/2023	COA02	COASTAL BUSINESS SYSTEMS	1,061	AR126995	PRINTER PURCHASE
40744	1/26/2023	COR01	CORBIN WILLITS SYSTEMS, I	963	C301151	SUBSCRIPTIONS
40745	1/26/2023	EUR06	EUREKA READY MIX	681	84122	REPAIRS/SUPPLY
40746	1/26/2023	FED01	FedEx Office	439	801413980	LAB TESTS TREATMENT
40747	1/26/2023	GHD01	GHD	1,177	0-0021525	PROFESSIONAL SERVICES
40748	1/26/2023	GRA02	GRAINGER	43	578280803	PARTS AND SUPPLIES
40749	1/26/2023	HEA01	HEALTH EQUITY, ATTN: CLIEN	3,000	11773	11773

				27	TDDX4CN	GRP. HEALTH INS ADVANCE P
	Check Total:			<u>3,027</u>		
40750	1/26/2023	MAD02	MAD RIVER UNION	260	49826	NOTICE OF UNCLAIMED PROPE
40751	1/26/2023	MAY03	DENNIS MAYO	125	C30124	DIRECTORS FEES
40752	1/26/2023	PGE05	PGE	455	C30124	GAS & ELECTRIC S.L.- ZONE
40753	1/26/2023	PGE06	PG&E-STREETLIGHTS	21	C30124	GAS & ELECTRIC S.L.- ZONE
40754	1/26/2023	PGE07	PG&E STREETLIGHTS	1,315	C30124	GAS & ELECTRIC
40755	1/26/2023	PGE08	PGE STREETLIGHTS	20	C30124	GAS & ELECTRIC S.L.- ZONE
40756	1/26/2023	PGE09	PGE-STREETLIGHTS	102	C30124	GAS & ELECTRIC S.L.- ZONE
40757	1/26/2023	SOL01	SOLO SPORTS	2,441	230001	YOUTH SPORTS SHIRTS
40758	1/26/2023	SOU03	FLEX SPENDING TAX ON #407	3	C30124	FLEX SPENDING TAX ON #407
40759	1/26/2023	TPX01	TPx COMMUNICATIONS	2,796	663071510	INTERNET SERVICES
40760	1/26/2023	WEI01	WEIRUP LANE ASSOCIATION	118	C30126	TAXES & ASSESS. WEIRUP LN
D00080	1/3/2023	BIN01	BINDER, SCOTT	125	C21228	DIRECTORS FEES
			ORSINI, GREG	125	C21228	DIRECTORS FEES
			COUCH, DAVID	125	C21228	DIRECTORS FEES
			BITEMAN, JAMES	125	C21228	DIRECTORS FEES
			Check Total:	<u>500</u>		
D00081	1/31/2023	BIN01	BINDER, SCOTT	125	C30131	DIRECTORS FEES
			ORSINI, GREG	125	C30131	DIRECTORS FEES
			COUCH, DAVID	125	C30131	DIRECTORS FEES
			BITEMAN, JAMES	125	C30131	DIRECTORS FEES
			Check Total:	<u>500</u>		
Total Disbursements, Accounts Payable				<u><u>363,889</u></u>		

Payroll Related Disbursements

18627	1/9/2023	CAL12	CalPERS 457 Plan	9,173	C30109	RETIREMENT
				920	1C30109	PERS 457 LOAN PMT
			Check Total:	<u>10,093</u>		
18628	1/9/2023	DIR01	DIRECT DEPOSIT VENDOR- US	41,689	C30109	Direct Deposit
18629	1/9/2023	EMP01	Employment Development	1,910	C30109	STATE INCOME TAX
				723	1C30109	SDI
			Check Total:	<u>2,632</u>		
18630	1/9/2023	EMP02	Employment Dev Department	1,627	C21231	SUI
18631	1/9/2023	HEA01	HEALTH EQUITY, ATTN: CLINT	75	C30109	HSA
18632	1/9/2023	HUM29	UMPQUA BANK--PAYROLL DEP.	6,587	C30109	FEDERAL INCOME TAX
				9,982	1C30109	FICA
				2,334	2C30109	MEDICARE
			Check Total:	<u>18,903</u>		
18633	1/9/2023	ACW01	CB&T/ACWA-JPIA	58,142	C21231	MED-DENTAL-EAP INSUR
18634	1/9/2023	PUB01	Public Employees PERS	22,147	C21231	PERS PAYROLL REMITTANCE
18665	1/24/2023	CAL12	CalPERS 457 Plan	8,741	C30124	RETIREMENT
				920	1C30124	PERS 457 LOAN PMT
			Check Total:	<u>9,661</u>		
18666	1/24/2023	DIR01	DIRECT DEPOSIT VENDOR- US	39,002	C30124	Direct Deposit

18667	1/24/2023	EMP01	Employment Development	1,778	C30124	STATE INCOME TAX
				714	1C30124	SDI
			Check Total:	<u>2,491</u>		
18668	1/24/2023	HEA01	HEALTHEQUITY, ATTN: CLIEN	75	C30124	HSA
18669	1/24/2023	HUM29	UMPQUA BANK--PAYROLL DEP.	6,311	C30124	FEDERAL INCOME TAX
				9,829	1C30124	FICA
				2,299	2C30124	MEDICARE
			Check Total:	<u>18,439</u>		
			Total Disbursements, Payroll	<u>224,977</u>		
Total Disbursements:				588,866		

McKinleyville Community Services District

BOARD OF DIRECTORS

March 1, 2023

TYPE OF ITEM: **ACTION**

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

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

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

Recommendation:

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

Discussion:

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

1st Notice	December 6, 2022
10 Day Notice	February 17, 2023
Board Meeting	March 1, 2023
Lock	April 3, 2023
Routes 19 & 1	

Account #	Address
19-185-000	1760 Baird Rd
19-380-000	2087 Baird Rd
1-894-000	2366 Hewitt Rd
1-288-000	1285 Azalea Ave
1-830-000	2381 Hewitt Rd
1-111-000	750 Holmes Rd
1-840-024	2191 Terra Vista Place

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McKinleyville Community Services District

BOARD OF DIRECTORS

March 1, 2023

TYPE OF ITEM: **ACTION**

ITEM: D.4 **Consider Approval Resolution 2023-03 Revising the Board Policy Manual Amending Virtual Meeting requirements as stated in Rule 5-1A and Rule 12, and Amending Appendix A: Board Direction for Committee Assignments**

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

TYPE OF ACTION: **Roll Call - Consent**

Recommendation:

Staff recommends that the Board review the material provided and approve Resolution 2023-03 revising the Board Policy Manual.

Discussion:

At the Board meeting on January 4, 2023, the Board discussed information on AB 2449 regarding virtual meeting requirements. It was noted at that time that the Board Policy Manual would need to be revised to reflect new legislation in this area. It was also noted that the Board Policy updates regarding Committee Assignments could be updated at the same time.

Staff has reviewed the Board Policy Manual, revising all areas that are in need of revision, including Rules 5-1A and Rule 12 pertaining to policies for holding virtual meetings and updates to Appendix A regarding Board Direction for Committee Assignments. These revisions can be found in Attachment A of Resolution 2023-03 (**Attachment 1**).

Alternatives:

Staff analysis consists of the following potential alternative:

- Take No Action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Resolution 2023-03 with Attachment A: Revised Board Policy Manual

RESOLUTION 2023 – 03

A RESOLUTION OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS APPROVING THE REVISION OF THE BOARD POLICY MANUAL AMENDING VIRTUAL MEETING REQUIREMENTS AS STATED IN RULE 5-1 AND RULE 12, AND AMENDING APPENDIX A: BOARD DIRECTION FOR COMMITTEE ASSIGNMENTS

WHEREAS, the Board Policy Manual directs the policy of the Board of Directors; and

WHEREAS, this Board Policy Manual includes policies for holding virtual meetings; and

WHEREAS, due to changes in California State legislation, these policies are in need of revision; and

WHEREAS, other minor revisions to the Board Policy Manual, including amending Appendix A is required at this time.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the McKinleyville Community Services District does hereby revise the Board Policy Manual as shown in Attachment A to this Resolution amending key sections related to holding virtual meetings and other minor edits.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on March 1, 2023 by the following polled vote:

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

Gregory P. Orsini, Board President

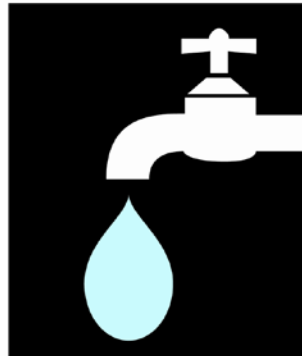
Attest:

April Sousa, MMC, Board Secretary

McKINLEYVILLE



COMMUNITY SERVICES DISTRICT



MCKINLEYVILLE COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS POLICY MANUAL

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PART 1 -- GENERAL RULES

Rule 1-1: PURPOSE - The purpose of this Policy Manual is to provide guidelines for the conduct of the Board of Directors of the McKinleyville Community Services District (MCS D, District) to help maintain the highest standard of ethics for its Board members. The objectives of this policy are to (1) provide guidance for dealing with ethical issues, (2) heighten awareness of ethics and values as critical elements in Board members' conduct, and (3) improve ethical decision-making and values-based management.

Rule 1-2: SUSPENSION OF RULES - Any of the within rules not required by law may be suspended by a majority of the Board.

Rule 1-3: ALTERATION, AMENDMENT OR REPEAL - Any rule may be altered, amended or repealed at a duly noticed meeting by a majority vote of the Board.

Rule 1-4: NON-DISCRIMINATION STATEMENT - The District shall not unlawfully discriminate against anyone, (public, qualified employees or job applicants, etc.) on the basis of race, color, creed, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, medical leave status, veteran status, or any other basis protected by federal, state, or local laws.

PART 2 -- BASIS OF AUTHORITY

Rule 2-1: AUTHORITY OF THE BOARD - The Board of Directors is the unit of authority within the District. Apart from their normal function as a part of this unit, individual Directors may not commit the District to any policy, act, or expenditure.

Rule 2-2: REPRESENTATION - The Board of Directors as a whole should not represent any factional segment of the community, but rather represent and act for the community as a whole. The proper operation of the District requires decisions and policy to be made within the proper channels of governmental structure, that public office not be used for personal gain, and that all individuals associated with the District remain objective, impartial and responsive to the needs of the public they serve.

Rule 2-3: GOVERNING LAWS - Board Members are obligated to uphold the Constitution of the United States and the Constitution of the State of California. Board Members will comply with applicable laws regulating their conduct, including conflict of interest, financial disclosure, and open government meeting laws. Board Members will strive to work in cooperation with other public officials unless prohibited from so doing by law or officially recognized confidentiality of their work.

PART 3 -- BOARD STRUCTURE

Rule 3-1: OFFICERS - Annually, at the regular January Board Meeting, the Board shall update the rotation schedule for the coming years. Appointment of officers shall be subject

to the affirmative vote of the Board with a strong preference for a rotation schedule. The Finance Director shall perform the duties of Treasurer and the General Manager shall select a staff member to serve as Board Secretary.

Rule 3-2: PRESIDENT - The President shall perform the duties of presiding officer at all meetings of the Board of Directors and shall carry out the resolutions and orders of the Board of Directors and perform such other duties as the Board of Directors prescribes including appointment of members to serve on committees of the Board and designation of committee chairs, except for the Parks and Recreation Committee. The Board President is responsible for leadership at public meetings and for exerting every effort to unite the Board into a working, cohesive group by preserving order and decorum. The Board President shall decide questions of order subject to appeal to the Board. This requires the assistance and cooperation of all of the Board Members.

Rule 3-3: VICE-PRESIDENT - In the absence of the President, the Vice-President shall perform the President's duties. When the President disqualifies themselves from participating in an agenda item or declares themselves partisan in the debate on any such item, the Vice-President shall perform the duties of the presiding officer.

Rule 3-4: COMMITTEES - Committees of the Board, whether standing or ad hoc, may, from time to time, be established by the President of the Board, subject to confirmation by the Board. Unless authority to perform a duty is expressly delegated by the Board to a committee, committee motions and recommendations shall be advisory to the Board. Committees shall not commit the District to any policy, act or expenditure nor may any committee direct staff to perform specific duties unless authorized by the Board. The Committee Chair is authorized to schedule committee meetings as deemed necessary and to preside at any such meeting.

Where the Board has agreed to designate a Director or Directors to serve on a non-District Committee, the President shall appoint said Directors for Board ratification.

For a detailed description of current committees along with specific Board direction, please see Appendix A.

PART 4 -- CODE OF ETHICS

Rule 4-1: OBJECTIVES - The Board of Directors of MCSD are committed to providing excellence in legislative leadership that result in the provision of the highest quality services and representation to the District's constituents. In order to assist in the government of the behavior between and among members of the Board of Directors, the following guidelines are recommended:

4-1A Respect: The dignity, style, values and opinions of each director shall be respected.

4-1B Listening: Responsive and attentive listening during communications is encouraged.

4-1C Representation: The needs and desires of the District's constituents shall be a priority of the Board of Directors.

4-1D Responsibility: The primary responsibility of the Board of Directors is the formulation and evaluation of policy. Routine matters concerning the operational aspects of the District are to be delegated to the General Manager of the District.

4-1E Attitude: Directors should always commit themselves to emphasis of a positive and professional attitude.

4-1F Issue Orientation: Directors should commit themselves to focusing on issues and not personal attacks. The presentation of the opinions of others should be encouraged. The formation of voting blocs based on personal relationships rather than the merit of issues must be avoided.

4-1G Openness: Different viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and opinions. Once the Board of Directors takes action, Directors should support that action regardless of differing opinions.

4-1H Code of Ethics: Directors are required by law (AB1234, California Government Code § 53234, et seq.) to receive a minimum of two hours of training every two years in general ethics principals and law. Proof of completion must be provided to the District. If any one Board member is not in compliance the meeting compensation fee will be withheld for all Directors until compliance is met.

4-1I Conflict of Interest: Each Director is responsible for completion and submittal of an annual Conflict of Interest (Form 700) to the District Filing Officer. This form is then forwarded to the County Elections Office and is kept on file for public review.

Rule 4-1J Virtual Meeting Etiquette

In the event that Board meetings are held on a virtual platform, or a Board member attends a meeting remotely or by teleconference, the Board member is expected to express the same decorum as they would in person. For any virtual meeting participation, Board members should attend dressed appropriately and provide full attention to the proceedings of the Board meeting.

Rule 4-2: INFORMATION - Directors should practice the following procedures:

4-2A Clarification: In seeking clarification on informational and policy items, Directors should directly approach the General Manager only to obtain

information needed to supplement, upgrade, or enhance their knowledge to improve legislative decision making.

4-2B Complaints: In handling complaints from residents and property owners of the District, said complaints should be referred to the General Manager.

4-2C Safety: In handling items related to safety, concerns for safety or hazards should be reported to the General Manager or to the District Office. Emergency situations should be dealt with immediately by seeking appropriate assistance.

4-2D Policy: In seeking clarification for administrative policy related concerns, especially those involving personnel, legal action, land acquisition, finances, and programming, said concerns should be directed to the General Manager.

Rule 4-2E Virtual Meeting Board Member Participation

When attending a meeting remotely or virtually, Board members should keep microphones muted unless speaking. In order to be called upon for discussion, motions, or voting, Board members should use the “Raise Hand” feature of the virtual platform. If this is not accessible, the Board member may physically raise their hand and wait to be called upon by the Chair.

Rule 4-3: INTERACTION WITH STAFF - When approached by District personnel concerning specific District policy, Directors should direct inquiries to the General Manager.

Rule 4-4: TEAM EFFORT - The smooth working of the District is a team effort. All individuals should try to work together in the collaborative process, assisting each other in conducting the affairs of the District.

Rule 4-5: CONSTITUENT REQUESTS - When responding to constituent requests and concerns, Directors should be courteous, responding to individuals in a positive manner and routing their questions through the General Manager. The General Manager will then date stamp, log in the request, delegate to staff for the appropriate response as needed and upon resolution follow up with the Board within fourteen days.

Rule 4-6: INTERACTION WITH GENERAL MANAGER - The District’s General Manager serves at the pleasure of the Board. The Board will provide policy direction and instructions to the General Manager on matters within the authority of the Board by majority vote of the Board during duly convened Board and Committee meetings. Directors should develop a working relationship with the General Manager wherein current issues, concerns and District projects can be discussed comfortably and openly.

4-6A General Manager Evaluations: The Board shall conduct performance evaluations for the General Manager. As noted in the Supervisor’s Policy Manual, 360 evaluations from Department Heads may also be requested by the Board. These

evaluations should be conducted annually on the anniversary of the General Manager's hire date. Please see "Attachment A" for a written procedure.

Rule 4-7: BOARD AS A WHOLE - Directors should function as a part of the whole. Issues should be brought by individual Board members to the attention of the Board as a whole, rather than to individual members selectively. The Board of Directors functions collectively, not as individuals and all members should be tolerant of each other's views. Unless the Board, by formal action, delegates responsibility to one or more individual Board members and such delegation is authorized by law, no Director has the legal capacity to act on behalf of the District.

Rule 4-8: MONITORING PROGRESS - Directors are responsible for monitoring the District's progress in attaining its goals and objectives, while pursuing its mission.

Rule 4-9: PREPARATION - Directors shall thoroughly prepare themselves to discuss agenda items at meetings of the Board of Directors. Information may be requested from the General Manager but contact among Board members concerning District affairs outside of the meeting context is to be avoided, as such activity may constitute a violation of the State of California open meeting laws.

Rule 4-10: STAFF NOTES - Information that is exchanged before the meetings shall be distributed through the General Manager, and all Directors will receive all information being distributed.

Rule 4-11: COURTESY - Directors shall always conduct themselves with courtesy to each other, to staff and to members of the audience present at Board meetings.

Rule 4-12: QUESTIONS - Directors shall defer to the President for conduct of meetings of the Board but shall be free to question and discuss items on the agenda. All comments should be confined to the matter being discussed by the Board.

Rule 4-13: MINUTES-RECORDING OF INFORMATION

4-13A Audio Recording: Unless directed otherwise by the Board President, all open sessions of the Board meetings shall be audio recorded in their entirety. The recordings will be retained in accordance with the current MCSD records retention policy.

4-13B Minutes: Copies of meeting minutes shall be distributed to Directors as part of the information packet for the next regular meeting of the Board, at which time the Board will consider approving the minutes as presented or with modifications. Once approved by the Board, the official minutes shall be kept in the District vault.

4-13C Action Minutes: Action minutes shall be taken by the Board Secretary which summarize (a) Action taken, with a recordation of motion noting name of each person making and seconding the motion (b) Action taken, with a recordation of voting by

name on each motion where a roll call vote is required (c) Specific information requested by the Board to be entered in the minutes.

Rule 4-14: CONFLICT OF INTEREST - Directors shall abstain from participating in consideration on any item involving a legally prohibited conflict of interest and shall declare the nature of that conflict to the Board.

Rule 4-15: CORRESPONDENCE - Staff shall date-stamp the original of all correspondence from constituents, responsible agencies, and trustee agencies upon receipt and distribute a copy to each director within one week. Where a response is requested or where the General Manager believes a response is needed, the General Manager will cause a response to be transmitted to the author with copies to the Board as soon as workloads allow but no later than ten working days following receipt.

Rule 4-16: DIRECTOR REACTION TO CORRESPONDENCE - A Director that believes the Board should address an issue raised by the author of correspondence, or by staff's response to correspondence, reserves the right to request Board review on a subsequent agenda by submitting a written request to the General Manager at least fourteen days prior to that meeting. When a Director submits such a request staff will prepare a draft response for Board edit at the Board Meeting. Where a concern arises within seventeen days of a Board Meeting, the Director with the concern should express his or her concern at the Board meeting and request the inclusion of the issue as an agenda item at a subsequent Board meeting.

PART 5 -- BOARD MEETING PROCEDURES

Rule 5-1: REGULAR MEETINGS - Regular meetings of the Board of Directors shall be held on the first Wednesday of each calendar month at 6:00 PM at either Azalea Hall 1620 Pickett Road or the District Office 1656 Sutter Road as specified by the agenda. The date, time, and place of regular meetings shall be reconsidered annually at the annual organizational meeting of the Board.

5-1A: Virtual Meetings - ~~On March 12, California State Governor Newsom signed Executive Order N-25-20 with clarifying regulations through Executive Order N-29-20 on March 20, 2020, relaxing specific location meeting requirements of the Brown Act. On April 1, 2020 MCSD approved Resolution 2020-05 aligning with executive orders to allow for Regular board meetings to meet virtually via zoom webinar or at the following Toll Free: 1-888-788-0099. This regulation will remain in effect until rescinded by the Governor. If similar circumstances in the future require virtual meetings, a new Resolution will be drafted and voted on by the Board. Beginning February 1, 2023, the Board of Directors Meetings comply with Assembly Bill 2449 regulating the use of virtual and hybrid meetings. Hybrid Meetings will continue via in person and through zoom webinar. AB 2449 requires the following:~~

1. A quorum of the legislative body must be physically present at a single location within the District boundaries.
2. A Board Director wishing to attend a meeting remotely may do so for just cause and must notify the General Manager at the earliest opportunity possible, including at the start of a regular meeting.
 - a. "Just Cause" includes (1) caregiving need of a child, parent, grandparent, grandchild, sibling, spouse or domestic partner that requires them to participate remotely, (2) a contagious illness, (3) a need related to a physical or mental disability, (4) travel while on official business of the legislative body.
3. Any Board Director can not participate in remote meetings for more than two (2) or 20% of regular meetings.
4. The member who is meeting remotely must disclose at the meeting before any action is taken if there are any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with such individuals.
5. In the event of a disruption that prevents the Board from broadcasting the meeting to members of the public using the virtual meeting platform, or in the event of a disruption within the District's control that prevents the public from offering public comments using the virtual meeting platform, the Board will take no further action until this can be restored. Actions taken during such a disruption may be challenged pursuant to Government Code 54960.1.
6. All votes will be by roll call.

Rule 5-2: SPECIAL MEETINGS (NON-EMERGENCY) - Special meetings (non-emergency) of the Board of Directors may be called by the President.

5-2A Notice: All Directors, the Manager and District Counsel shall be notified of the Special Board Meeting and the purpose or purposes for which it is called. Said notification shall be in writing, delivered to them at least twenty-four (24) hours prior to the meeting.

5-2B Notification: Newspapers of general circulation in the District, radio stations and television stations, organizations, and property owners who have requested notice of Special Meetings in accordance with the Ralph M. Brown Act (California Government Code 54950 through 54960) shall be notified by a mailing unless the Special Meeting is called less than one week in advance, in which case, notice, including a description of the business to be transacted, will be given by telephone during business hours as soon after the meeting is scheduled as is practical.

5-2C Agenda: An agenda shall be prepared as specified for the Regular Board Meetings and shall be delivered with the notice of the Special Meeting to those specified above.

5-2D New Business: Only those items of business listed in the call for the Special Meeting shall be considered at any Special Meeting.

Rule 5-3: SPECIAL MEETINGS (EMERGENCY) - In the event of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened immediate disruption of public facilities, the Board of Directors may hold an emergency special meeting without complying with the twenty-four (24) hour notice required above. An emergency situation means a substantial emergency which severely impairs or threatens public health, safety or both, as determined by the General Manager and Board President or Vice President in the Presidents absence.

5-3A Notification: Newspapers of general circulation in the District, radio stations and television stations which have requested notice of Special Meetings in accordance with the Ralph M. Brown Act shall be notified by at least one (1) hour prior to the emergency meeting. In the event that telephone services are not working, the notice requirement of one hour is waived, but the General Manager, or their designee, shall notify such newspapers, radio stations or television stations of the fact of holding the Emergency Special Meeting and of any action taken by the Board, as soon after the meeting as possible.

5-3B New Business: No Closed Session may be held during an Emergency Special Meeting, and all other rules governing Special Meetings shall be observed with the exception of the twenty-four (24) hour notice. The minutes of the Emergency Special Meeting, a list of persons the General Manager or designee notified or attempted to notify, a copy of the roll call vote(s), and any actions taken at such meeting shall be posted for a minimum of ten (10) days in the District office as soon after the meeting as possible.

Rule 5-4: ADJOURNED MEETINGS - A majority vote by the Board of Directors may terminate any Board meeting at any place in the agenda, to any time and place specified in the order of adjournment, except when a quorum is lacking at any Regular or Adjourned Meeting, the members present may declare the meeting adjourned to a stated time and place, and they shall cause a written notice of adjournment to be given to those specified above.

Rule 5-5: ANNUAL ORGANIZATIONAL MEETING - The Board of Directors shall hold an annual meeting at its Regular Meeting in December. At this meeting the Board will elect a President and Vice-President from among its members to serve during the coming calendar year, and will appoint the Finance Director as the Board's Treasurer and the General Manager shall select a staff member to serve as the Board's Secretary.

Rule 5-6: ORDER OF AGENDA - The Presiding Officer of the meeting described herein shall determine the order in which the agenda items shall be considered for discussion and/or action by the Board. Any Director may place an item on a Board Meeting agenda by submitting a letter describing the item to be discussed at least fourteen days prior to the Board Meeting.

Rule 5-7: MEETING ROOM PREPARATION - The Board President and the General Manager shall insure that appropriate information is available for the audience at meetings of the Board of Directors, and that physical facilities for said meetings are functional and appropriate.

PART 6 -- BOARD MEETING CONDUCT

Rule 6-1: CONDUCT GUIDELINES - Meetings of the Board of Directors shall be conducted by the President in a manner consistent with the policies of the District. The latest edition of Rosenberg's Rules of Order, Revised shall also be used as a general guideline for meeting protocol. District policies shall prevail whenever they are in conflict with Rosenberg's Rules of Order, Revised. Members of the Board of Directors will fully comply with the provisions of the state's open meeting law for public agencies, the Brown Act.

Rule 6-2: CONDUCT OBJECTIVE - The conduct of meetings shall to the fullest extent possible, enable Directors to consider problems to be solved; weigh evidence related thereto, and make wise decisions intended to solve the problems; receive, consider and take any needed action with respect to reports of accomplishments of District operations.

Rule 6-3: PUBLIC INPUT - Provisions for permitting any individual or group to address the Board concerning items on the agenda of a Special Meeting, or to address the Board at a Regular Meeting on any subject that lies primarily within the jurisdiction of the Board President and as follows:

6-3A Time Limits: The President, unless a majority of the Board objects, may allot a maximum amount of time for each speaker and a maximum amount of time to each subject matter.

6-3B Disruptive Conduct: No disruptive, insulting, offensive, threatening, intimidating, demeaning, physically threatening, hostile or violent conduct, actions or speech shall be permitted at any Board meeting. Engaging in such conduct or speech shall be grounds for summary termination, by the President, of the speaker's privilege to address the Board and/or removal of the individual from the meeting.

6-3C: Public Input for Virtual Meetings – the public will be permitted to participate live at each virtual meeting in accordance with the same regulations as attending and speaking at a live board meeting. For members who are unable to attend the meeting live, the public may send letters and/or emails to the Board Secretary no later than 4:30 p.m. the day prior to the meeting. A supplemental packet of all received letters will be presented to the board the day of the meeting and posted online for public viewing. Any letters received after the deadline will be held until the next meeting. The Board secretary will record a summary of the letters/emails received during the meeting for public record.

Rule 6-4: WILLFUL DISRUPTION - Willful disruption of any meeting of the Board of Directors shall not be permitted. If the President with the concurrence of the Directors finds that there is in fact willful disruption of any meeting of the Board, they may order the room cleared and subsequently conduct the Board's business without the audience present.

6-4A New Business: In such an event, only matters appearing on the agenda may be considered in such a session.

6-4B Re-admittance: After clearing the room, the President should permit those persons who, in their opinion, were not responsible for the willful disruption to re-enter the meeting room before any further business is conducted.

6-4C Media: Representatives of the news media, whom the President finds not to have participated in the disruption, shall be admitted to the remainder of the meeting.

Rule 6-5: QUORUM AND MAJORITY - Action can only be taken by the vote of the majority of the Board of Directors. Three (3) Directors represent a quorum for the conduct of business. Actions taken at a meeting where only a minimum quorum is present, therefore, require all three (3) votes to be effective.

Rule 6-6: ABSTENTIONS - Where a Director abstains in a vote with respect to a potential Conflict of Interest the Director shall be considered absent. Where a Director abstains in a vote for any reason other than a potential Conflict of Interest (see Rule 4-14, above), the abstention will be recorded as an abstention which has the same effect as a "NO" vote. Thus, if only three directors are present and one abstains, no action can be taken on the item because a "Majority of the Board" did not vote "YES".

Rule 6-7: DIRECTIONS - The Board may give directions which are not formal action. Such directions include the Board's directives and instructions to the General Manager. The President shall determine by consensus a Board directive and shall state it for clarification. Should any two directors challenge the statement of the President, a voice vote may be requested. A formal motion may be made to resolve a disputed directive, or to take some other action (such as to refer the matter to the General Manager for review and recommendation, etc.). Informal action by the Board is still Board action and shall only occur regarding matters which appear on the agenda for the Board Meeting during which said informal action is taken.

PART 7 -- PARLIAMENTARY PROCEDURE

Rule 7-1: PARLIAMENTARY DETERMINATIONS - The Presiding Officer shall preserve order and decorum and shall decide questions of order subject to appeal to the Board.

Rule 7-2: AUTHORITY OF PRESIDING OFFICER - The Presiding Officer shall not make a motion or second a motion, but they may debate and vote on any matter under

consideration. Where the President wishes to make or second a motion, they should vacate the role of Presiding Officer until that item is resolved. Where the President has vacated the role of Presiding Officer for a particular agenda item, the Vice-President (or another director) shall become the Presiding Officer until all action on that agenda item is completed.

Rule 7-3: CALL FOR QUESTION - A "call for question" shall be deemed a non-binding request that the Presiding Officer close debate and bring a motion to an immediate vote. The Presiding Officer may choose to continue discussion of the issue.

Rule 7-4: MOTION TO CLOSE DEBATE - The "motion to close debate", if seconded, shall be a non-debatable motion, and shall have precedence over any other motion except for a parliamentary inquiry, or a motion to adjourn. Should the "motion to close debate" pass by a majority vote, the Presiding Officer shall thereafter immediately call the question on the pending motion.

Rule 7-5: AMENDMENTS TO MOTIONS - A main motion may only be amended with the consent of the maker and seconder. Without this approval, no amendment to a motion shall be in order without a vote on the principal motion. A "substitute motion" shall be construed as an amendment to the main motion and shall follow the process described in this rule.

Rule 7-6: RECONSIDERATION - Any Director that voted for an approved motion on an agenda item may move to reconsider that item at a subsequent meeting. If seconded by any other Director and passed by a majority vote, the effect of the motion is to nullify the earlier motion so that a new motion may be debated at the subsequent meeting. Normally under no circumstances can such an item be reconsidered at the same meeting. An exception may be made if action is a legal requirement at the meeting in question. If the matter is to be reconsidered at a subsequent meeting, notice of that fact must be stated in the agenda for the subsequent meeting.

Rule 7-7: RECONSIDERATION (Subsequent to Meeting) - Any two Directors may request that an item resolved at an earlier meeting be added to the agenda of a subsequent meeting. The Presiding Officer may reject this request if no new information is presented in their opinion to warrant further debate. At the meeting where the item rejected by the President could have been considered a majority of the Board may place an item on a subsequent meeting's agenda.

Rule 7-8: MOTION TO CONTINUE - Any Director may move that an item be continued to a specific future Board Meeting even if a main motion is pending consideration. If a motion to continue is seconded and passed all consideration on that item is halted and continued until the subsequent meeting.

Rule 7-9: MOTION TO TABLE - Any Director may move that an item be tabled for an indefinite time, even if a main motion is pending consideration. If such a motion is seconded and passed all consideration on that item is halted until a Director requests consideration on a subsequent agenda.

Rule 7-10: ORDER OF DEBATE (Legislative Matter, Action Items) - The Presiding Officer shall follow the following order of debate in the consideration of Legislative **(Action/Decision)** matters:

7-10A Presentation: Staff shall present the issue with any recommendations.

7-10B Questions of Staff by Board: Through the General Manager, the Board may ask questions of staff to clarify the issue or the recommendation.

7-10C Audience Input: Members of the audience may make statements or ask questions regarding the matter. Any person wishing to address the Board shall, when recognized by the President, step to the rostrum, and give their name to the Board Secretary. All questions of staff from the public shall be addressed to the President. The President may impose reasonable limitations upon the amount of time each person can speak or the number of times any speaker can speak. After affording public comment, he or she may close the public comment period when necessary to allow the Board to complete its business.

7-10D Board Discussion and Resolution: Following closure of public input, the Board shall discuss the item and take the action it deems desirable by motion. Individual Directors may ask questions of members of the audience through the President, but such questions and answers should not become a debate. All other audience input shall be deemed "out of order" by the Presiding Officer unless the Board determines that additional input is desirable.

Rule 7-11: ORDER OF DEBATE (Quasi-Judicial) - The Presiding Officer shall follow the following order of debate in the consideration of quasi-judicial/adjudicative matters:

7-11A Presentation: Staff shall present the issue with any recommendations.

7-11B Questions of Staff by Board: The Board may ask questions of staff to clarify the issue or the recommendation.

7-11C Public Hearing: The Presiding Officer shall open the Public Hearing, call upon the Applicant to make a statement, and then receive any and all input from the public. Any person wishing to address the Board, shall, when recognized by the President, step to the rostrum, and give their name to the Board Secretary. All questions of staff from the public shall be addressed through the President. Following receipt of public comment, the applicant shall be given the opportunity to respond to comments received. The President may limit the amount of time each person can speak or the number of times a speaker can speak and may close public comment restricting further discussion to the Board level unless a majority of the Board wishes to hear other testimony. The President shall then close the Public Hearing.

7-11D Board Discussion and Resolution: Following closure of public input, the Board shall debate the item and take the action it deems desirable by motion.

Individual Directors may ask questions of members of the audience through the President, but such questions and answers should not become a debate. All other audience input shall be deemed "out of order" by the Presiding Officer unless the Board determines that additional input is desirable.

Rule 7-12: ORDER OF DEBATE (Non-Legislative Matter, Informational Items)

7-12A Presentation: Staff shall present the issue with any recommendations.

7-12B Questions of Staff by Board: The Board may ask questions of staff to clarify the issue or the recommendation.

7-12C Audience Input: The Board President may choose to accept input from the audience regarding the matter, however such input is optional and at the Board President's discretion.

Rule 7-13: EX PARTE CONTACT AND DISCLOSURE - If a Director talks to or is otherwise contacted by a party in a quasi-judicial/adjudicative matter pending before the Board, that Director must disclose to the Board of Directors that he or she was contacted and disclose the name of the person who contacted them.

PART 8 -- REMUNERATION

Rule 8-1: BOARD MEETING COMPENSATION - Directors will be compensated one hundred twenty-five dollars (\$125) per noticed meeting attended up to a maximum of \$750 per month (6 meetings) per Director, with no compensation for Committee Meetings or Ceremonial Meetings, with future meeting fees to be adjusted only upon future Board action in compliance with California Government Code section 61047 and applicable law. For the purposes of this section, a "day of service" means any of the following:

(1) A meeting conducted pursuant to the Ralph M. Brown Act, Chapter 9 (commencing with [Section 54950](#)) of Part 1 of Division 2 of Title 5 of the Government Code.

(2) Representation of the District at a public event, provided that the Board of Directors has previously approved the member's representation at a Board of Directors' meeting and that the member delivers a written report to the Board of Directors regarding the member's representation at the next Board of Directors' meeting following the public event.

(3) Representation of the District at a public meeting or a public hearing conducted by another public agency, provided that the Board of Directors has previously approved the member's representation at a Board of Directors' meeting and that the

member delivers a written report to the Board of Directors regarding the member's representation at the next Board of Directors' meeting following the public meeting or public hearing.

(4) Representation of the District at a meeting of a public benefit nonprofit corporation on whose board the District has membership, provided that the Board of Directors has previously approved the member's representation at a Board of Directors' meeting and the member delivers a written report to the Board of Directors regarding the member's representation at the next Board of Directors' meeting following the corporation's meeting.

(5) Participation in a training program on a topic that is directly related to the District, provided that the Board of Directors has previously approved the member's participation at a Board of Directors' meeting, and that the member delivers a written report to the Board of Directors regarding the member's participation at the next Board of Directors' meeting following the training program.

Rule 8-2: BOARD MEMBER EXPENSES - Board Members that incur expenses for service rendered at the request of the Board shall be reimbursed on the basis established under the District's Expenditure Control Guidelines.

Rule 8-3: INSURANCE - Board Members serving continuously prior to December 31, 1995 shall be eligible for the same insurance benefits as afforded regular employees while serving on the Board. These Board Members shall not be eligible for insurance benefits after they stop serving on the Board unless they participate on a self-pay basis. Board Members starting terms on or after January 1, 1996 shall not be eligible for insurance benefits unless the recipient participates on a self-pay basis.

PART 9 -- PERSONNEL POLICIES

Rule 9-1: SEXUAL HARASSMENT - The District will not tolerate sexual harassment (which includes harassment based on verbal, physical and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with an employee's work performance) by a Board Member, consultants, clients, customers, members of the public, or visitors. The Board considers sexual harassment to be a major offense which may result in disciplinary action of the offending Director. The District is committed to providing a workplace free of sexual harassment (which includes harassment based on gender, pregnancy, childbirth, or related medical conditions), as well as harassment based on such factors as race, color, creed, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, medical leave status, veteran status, or any other basis protected by federal, state or local laws.

AB 1661 (Chapter 816, Statutes of 2016) requires local agency officials to receive two hours of sexual harassment prevention training and education within the first six months of taking office and every two years thereafter.

An employee who feels that they have been harassed is encouraged to immediately report such incident to the immediate supervisor of the accused individual without fear of reprisal. The General Manager shall be informed of all such complaints and will assist in the investigation and resolution of complaints.

Rule 9-2: WORKPLACE VIOLENCE - In recognition of the fact that workplace violence is a concern among Boards, employers and employees across the country the District has committed itself to providing a safe, violence-free workplace. In this regard, the District strictly prohibits employees, consultants, clients, customers, members of the public, visitors, or anyone else on MCSD premises or engaging in a District-related activity from behaving in a violent, threatening, intimidating, or hostile manner.

Moreover, the District seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence even prior to any violent behavior occurring.

The District believes that prevention of workplace violence begins with recognition and awareness of potentially early warning signs and the Board shall respond to any situation that may present the possibility of violence.

Workplace violence includes, but is not limited to, the following:

- Threats of any kind;
- Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others;
- Other behavior that suggests a propensity toward violence, which can include belligerent speech, excessive arguing or swearing, threats to Board or staff members, sabotage, or threats of sabotage of District property, or a demonstrated pattern of refusal to follow District policies and procedures;
- Defacing District property or causing physical damage to the facilities.

Rule 9-3: NON-DISCRIMINATION - The District shall not unlawfully discriminate against qualified employees or job applicants on the basis of race, color, creed, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, medical leave status, veteran status, or any other basis protected by federal, state, or local laws.

Equal opportunity shall be provided to all qualified employees and applicants in every aspect of personnel policy and practice. The District shall not discriminate against physically or mentally disabled person who, with reasonable accommodation, can perform the essential function of the job in question.

All Directors are expected to carry out their duties in a manner that is free from discriminatory statements or conduct.

Rule 9-4: REASONABLE ACCOMMODATION - Pursuant to the Americans with Disabilities Act, MCS D has a duty to reasonably accommodate Directors with known disabilities. This accommodation is not generally required until the person with the disability requests it.

PART 10 -- DIRECTORS LEGAL LIABILITY

Rule 10-1: DEFENSE - The District shall defend and indemnify Board Members from any claim, liability or demand that arises out of a Director's performance of his or her duties as a Board Member or Officer of the District.

Rule 10-2: LEGAL COUNSEL - The District Counsel reports to the Board as a whole but is available to each director for consultation regarding legal matters particular to that Board Member's participation in District matters. No Board Member may request a legal opinion of legal counsel without concurrence by the Board except as such requests relate to questions regarding that Member's participation. The determination of legal counsel that the member's legal issue is personal and that they must seek outside legal counsel is final. The Board President may privately consult with legal counsel based upon credible information of an on-going criminal investigation or criminal wrongdoing or fraud of District management or the Board, provided the allegation is not against the Board chair.

PART 11 -- ANNUAL BOARD SELF-EVALUATION

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

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

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

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

PART 12 – VIRTUAL MEETING POLICY AND PROCEDURES

Rule 12-1: POLICY – ~~On March 12, California State Governor Newsom signed Executive Order N-25-20 with clarifying regulations through Executive Order N-29-20 on March 20, 2020, relaxing specific location meeting requirements of the Brown Act. On April 1, 2020 MCSD approved Resolution 2020-05 aligning with executive orders to allow for Regular board meetings to meet virtually via zoom webinar or at the following Toll Free: 1-888-788-0099. This regulation will remain in effect until rescinded by the Governor. If similar circumstances in the future require virtual meetings, a new Resolution will be drafted and voted on by the Board. Beginning February 1, 2023, the Board of Directors Meetings complied with Assembly Bill 2449 regulating the use of virtual and hybrid meetings. Hybrid Meetings will continue via in person and through zoom webinar. AB 2449 requires the following:~~

1. A quorum of the legislative body must be physically present at a single location within the District boundaries.
2. A Board Director wishing to attend a meeting remotely may do so for just cause and must notify the General Manager at the earliest opportunity possible, including at the start of a regular meeting.
 - a. “Just Cause” includes (1) caregiving need of a child, parent, grandparent, grandchild, sibling, spouse or domestic partner that requires them to participate remotely, (2) a contagious illness, (3) a need related to a physical or mental disability, (4) travel while on official business of the legislative body.
3. Any Board Director can not participate in remote meetings for more than two (2) or 20% of regular meetings.
4. The member who is meeting remotely must disclose at the meeting before any action is taken if there are any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member’s relationship with such individuals.
5. In the event of a disruption that prevents the Board from broadcasting the meeting to members of the public using the virtual meeting platform, or in the event of a disruption within the District’s control that prevents the public from offering public comments using the virtual meeting platform, the Board will take no further action until this can be restored. Actions taken during such a disruption may be challenged pursuant to Government Code 54960.1.
6. All votes will be by roll call.

12-1A: Public Input - the public will be permitted to participate live at each virtual meeting in accordance with the same regulations as attending and speaking at a live board meeting. For members who are unable to attend the meeting live, the public may send letters and/or emails to the Board Secretary no later than 4:30 p.m. the day prior to the meeting. A supplemental packet of all received letters will be presented to the board the day of the meeting and posted online for public viewing.

Any letters received after the deadline will be held until the next meeting. The Board secretary will record a summary of the letters/emails received during the meeting for public record.

12-1B: Virtual Meeting Etiquette - In the event that Board meetings are held on a virtual platform, or a Board member attends a meeting remotely or by teleconference, the Board member is expected to express the same decorum as they would in person. For any virtual meeting participation, Board members should attend dressed appropriately and provide full attention to the proceedings of the Board meeting.

12-1C: Board Member Participation - When attending a meeting remotely or virtually, Board members should keep microphones muted unless speaking. In order to be called upon for discussion, motions, or voting, Board members should use the "Raise Hand" feature of the virtual platform. If this is not accessible, the Board member may physically raise their hand and wait to be called upon by the Chair.

PART 13 – DIRECTORS’ EXPENSE REIMBURSEMENT

Rule 13-1: General Principles – Each member of the Board of Directors is encouraged to participate in those outside activities and organizations that in the judgement of the Board, further the interests of the District. Expenses incurred by Board Directors in connections with such activities are reimbursable, in accordance with the limits set forth herein. The following rules apply:

- a. All expenses must be actually incurred and necessary for the performance of the Director’s duties.
- b. Directors shall exercise prudence in all expenditures.
- c. This policy is intended to result in no personal gain or loss to a Director.
- d. Guidelines for reimbursements are as follows, unless the Board, at a public meeting in advance of the expense being incurred, authorizes a different approach that could result in higher expenses.

Rule 13-2: Travel/Transportation Expenses – The most economical and efficient mode and class of transportation reasonably consistent with scheduling must be used.

13-2A: Air Travel – Air Travel is authorized whenever, due to distance or time constraints, it is more economical than use of the District vehicle for transportation to and from the authorized meeting, conference, or event. Reimbursement for airfare shall not exceed the most economical coach fare available for the required travel dates to the airport nearest the destination, consistent with the Director’s specific scheduling needs.

Directors shall use the most economical means of transportation to and from the airport and the location of the meeting, conference, or event, whether by rental car, airport shuttle, or taxi. Provided the most economical transportation is used, Directors may be reimbursed the full cost actually incurred for car rental and fuel, cab fare with tips, or airport shuttle with tips. Reimbursement for tips shall not exceed 20%.

13-2B: Use of Director's Own Vehicle – In the event that the District car is unavailable, Directors may use their personally owned vehicles for travel. Mileage reimbursement for use of the Director's own vehicle for travel to meetings, conferences, or authorized events outside the boundaries of the District shall be reimbursed at the current Federal standard mileage reimbursement rate specified by the IRS for business travel.

13-3C: Lodging Expenses – Expenses for Lodging actually and reasonably incurred by Directors in connection with attending meetings, conferences, or other authorized events at least 50 miles outside the District's service area will be reimbursed. Lodging for the night prior to or after the meeting, conference, or authorized event will be reimbursable only when the starting or ending time for the meeting or event makes it impractical to travel to or from the Director's residence on the same day as the meeting or activity.

It is the District's policy to seek and reimburse the cost of moderately priced accommodations (based on prevailing rates in the community where the lodging is located) that are within reasonable walking or public transportation distance of the location of the meeting, conference, or other event that is the reason for the travel. Directors are required to use government or group rates offered by lodging providers whenever available.

If lodging expense is in connection with an organized conference (e.g. ACWA or CSDA), the reimbursement may not exceed the maximum group rate published by the conference sponsor, provided that such lodging is still available at the time of booking. If a Director elects to arrange alternative lodging while attending this organized conference, the maximum reimbursement rate shall be the group rate offered by the conference organizer/sponsor. If the group rate for lodging is not available at the time of booking, the Director is limited to reimbursement for comparable lodging consistent with the reimbursement policy of the District.

13-3D: Meal Expenses – Reimbursement for all meals will be done at the Federal per diem rate approved by the IRS (<http://www.gsa.gov/portal/category/100120>). Per diem advances may be made no less than three days prior to the intended activity.

Meals that are offered as part of a meeting, conference, or event that are not a part of the event registration will be reimbursed at the actual cost charged by the sponsor/host of such meeting, conference, or event and not subject to the per diem schedule. No reimbursement will be allowed for alcoholic beverages.

13-3E: Incidental Expenses – Directors will be given a daily Incidental Expense per diem at the Federal per diem rate approved by the IRS. This advance will accompany their meal per diem advance.

Incidental Expense refers to those items related to District business during any meeting, conference, or event, such as parking, telephone, or fax charges.

Long term parking, if necessary, must be used for parking in excess of 24 hours.

13-3F: Other Requirements or Limitations – No reimbursement shall be allowed for transportation, lodging, meals, or incidental expenses of family members or guests of a Director traveling with the Director to an authorized meeting or event. No reimbursement shall be allowed for the following items: parking or traffic violations, any extra in-room expense (e.g. movies, laundry service), recreational expenses, or loss of personal belongings.

Board Directors must complete a MCSD Travel Approval form within four (4) days before travel to the approved travel and a MCSD Travel Expense Report within five (5) days following approved travel (see **Appendix B**). The MCSD Travel Approval form will specify the date, location, purpose of meeting, and the estimate of travel expenses. This form is also used to request per diem. The MCSD Travel Expense report will specify the date, location, purpose of the meeting/conference and include all receipts for travel, minus meals and incidentals for which per diem is requested, in order to receive full reimbursement as related to this policy. These forms must be signed by the Board Director and counter signed by the General Manager prior to being received for reimbursement.

At the regular Board meeting following any meeting, conference, educational activity, or other authorized event, for which per diem compensation or reimbursement is requested, the Director attending such meeting or event shall give a brief report of the meeting or event. If more than one Director attends the same meeting or event, a joint report may be made. Reports may be written or oral.

Changes in the maximum rates for reimbursement of expenses shall be made at a public meeting of the Board of Directors.

To implement the reporting requirements of Government Code section 53065.5, the District will prepare a list of the amount and purpose of each expense reimbursement made to each Director for the preceding fiscal year, which will be available to the public.

13-3G: Penalties for Violation of Reimbursement Policies – A Director who falsifies an expense report or claims reimbursement in violation of this expense reimbursement policy, will be subject to a loss of reimbursement privileges, restitution to the district, civil penalties for misuse of public resources pursuant to Government Code section 8314, and/or prosecution for missuses of public resources pursuant to Penal Code section 424.

Appendix A

Board Direction for Committee Assignments

The Board of Directors of the McKinleyville Community Services District (MCSD; District) currently (2020) has eleven (11) committees, nine of which are standing committees and two ad-hoc committees. A standing committee is a permanent committee established for the purpose of specializing in the consideration of a particular subject area. MCSD's standing committees include Parks and Recreation Committee, Area Fund, Redwood Region Economic Development Committee, Audit Committee, Employee Negotiations Committee, McKinleyville Municipal Advisory Committee, and Environmental Matters committee. An Ad-Hoc Committee is a committee formed for a specific task or objective and dissolved after the completion of the task or achievement of the objective. The McKinleyville Senior Center Advisory Committee dissolved in March 2019, however the continued collaboration and agreement with the McKinleyville Senior Center still requires an MCSD Board Liaison.

Parks and Recreation Committee: The primary purpose of the Parks and Recreation Committee (PARC) is to make recommendations to the McKinleyville Community Services District (MCSD) Board of Directors regarding plans, policies, programs, and projects relating to McKinleyville's parks, facilities, open space maintenance zones, and recreation activities.

The PARC is appointed by the Board and should include one Director who will be appointed by the Board President. An alternate Director will be selected in the event the primary Director is unable to attend a PARC meeting. Members should represent, to the extent possible, various recreational interests of the community including but not limited to business, environmental, equestrian, sports, seniors, trails and youth. The Parks and Recreation Committee meet once a month on the 3rd Thursday at 6:30pm at District's Conference Room, 1656 Sutter Road, McKinleyville. The designated Board Member should report back to the Board during the regular monthly Board of Directors meetings.

Area Fund: The primary purpose of the McKinleyville Area Fund is to help in the decision-making process to grant funds to deserving organizations and projects in the McKinleyville area.

The MCSD Board President will appoint a Director to serve as a member for the McKinleyville Area Fund annually. The committee meets on an "as needed" basis. The designated Board Member should report to the Board during the regular monthly Board of Directors meetings as applicable.

Redwood Region Economic Development Commission: The Redwood Region Economic Development Commission (RREDC) is a collaboration of Humboldt County communities dedicated to expanding economic opportunity in Humboldt County. The primary purpose of RREDC is to create opportunity and to support the growth of local businesses by leading

projects of regional significance, making loans, and offering technical assistance through partnership with the North Coast Small Business Development Center.

RREDC has nineteen members and is governed by a Board of Directors of elected officials appointed by member agencies. The MCSD Board President will appoint a Director to serve as a member for RREDC annually. An alternate Director will be selected in the event the primary Director is unable to attend a RREDC meeting. The RREDC Board of Directors meet once a month on the 4th Monday at 6:30pm at the Prosperity Center, 520 E Street, Eureka. The designated Board Member should report back to the Board during the regular monthly Board of Directors meetings.

McKinleyville Senior Center Board Liaison: The primary purpose of the McKinleyville Senior Center Board Liaison is to provide a line of communication to the McKinleyville Senior Center (MSC) regarding Azalea Hall and any other topics pertinent to active agreements.

The MCSD Board President will appoint a Director to serve as the Board Liaison for the McKinleyville Senior Center annually. The appointed member should attend all MSC executive and regular board meetings. An alternate Director will be selected in the event the primary Director is unable to attend a meeting. The designated Board Member should report back to the Board during the regular monthly Board of Directors meetings to facilitate communications between MCSD and MSC. The MSC Board of Directors meet once a month on the third Wednesday ~~from 11:00am – 12:30pm~~ at 10:00 a.m. at the Senior Center.

Audit & Finance Committee: The primary purpose of the Audit & Finance Committee is to provide oversight of the financial reporting process, the audit process, the system of internal controls, review of loans or bonds or other financing mechanisms and their terms, compliance with financial and audit related laws and regulations, and other financial matters as assigned by the Board or the Board President. The Audit & Finance Committee will consider internal controls and review their effectiveness. The Committee assists the Board of Directors to fulfill public governance and oversight.

The Audit & Finance Committee will be appointed by the Board President and include two Directors. The Committee should have one “financial expert” member who is knowledgeable and experienced in government accounting and auditing; Generally Accepted Accounting Principles for estimates, accruals, and reserves; and internal controls. If no member is qualified, the committee is permitted to engage an outside party for this purpose. To maintain the Committee’s independence and effectiveness, those with managerial responsibilities that fall within the scope of the audit should NOT serve as a member of the Audit & Finance Committee.

Specific Responsibilities of the Audit & Finance Committee include, but are not limited to:

- Submit Request for Proposals (RFP) to qualified audit firms every three years – soliciting bids, interviewing firms and making the recommendation to the Board of Directors when selecting the firm to be awarded the audit contract

- Review all significant GAAP or FASB rule changes and have a clear understanding of the effect of such changes on the financial condition of the District and needed changes in financial procedures
- Review annual audit in detail – presented to the Board by the auditors and accepted by the Board of Directors based upon the recommendation of the Committee. Such review shall encompass the overall condition of the MCSD finances, all audit recommendations for changes, and management letters
- Discuss financial statements directly with management, with independent auditors in private and privately among Committee members while maintaining an appropriate degree of professional skepticism
- Identify future financial challenges with auditors and management
- Monitor controls designed to prevent and detect senior management override of other controls
- Review annual true cost set asides to ensure that all cost centers of the District have a completed plan to amortize future costs, to recommend set asides for the Board of Directors, compliance with set asides and ensure management has developed a schedule of repayment for borrowings of these funds that is consistent with District financial integrity
- Establish procedures for complaints regarding accounting, internal controls or auditing matters – such procedures should specifically provide for the confidential, anonymous reporting by employees of concerns regarding questionable accounting or auditing matters
- Review financing decision to fund Capital Improvement Projects undertaken by the District
- Review the terms and conditions of substantive finance mechanisms, including loans and bonds/certificates of participation, to be undertaken by the District
- Other financial matters as assigned by the Board President and/or the Board
- Report annually to the full Board and the public on how it satisfied its duties and met its responsibilities

The Audit & Finance Committee should meet on a regular basis and report to the Board during the regular monthly Board of Directors meetings. The report should address or include at a minimum, the activities of the Committee, significant findings brought to the attention of the Committee, any indications of suspected fraud, waste or abuse, significant internal control findings and activities of the internal audit function.

Employee Negotiations Committee: The primary purpose of the Employee Negotiations Committee is to allow open communication between staff and the Board of Directors regarding staff's benefit package.

The committee is comprised of two Directors and a staff nominated representative from each department. The MCSD Board President will appoint the Directors to serve for the Employee Negotiations Committee annually. The designated Board Members should report back to the Board during the regular monthly Board of Directors meetings as necessary. The committee meets on an “as needed” basis when the term of the previous negotiation is close to expiration. The committee members will be called upon to meet with the General

Manager to review wage studies and other proposed policy changes to MCSD benefit and compensation package. Committee members should as background be familiar with wage comparisons of other similar entities, retirement benefit amortizations and medical benefit programs.

McKinleyville Municipal Advisory Committee: The primary purpose of the McKinleyville Municipal Advisory Committee (MMAC) is to provide a consistent forum for the public to hear about and advise the Humboldt County Board of Supervisors on local community issues.

The MMAC is tasked with gathering input from the community and providing advice on matters which relate to county services which are or may be provided to the greater McKinleyville area by the County or other local government agencies. The advice to be provided by the MMAC includes but is not limited to advice on matters of public health, safety, welfare, public works, public financing, and proposed annexations that may affect the local area covered by the MMAC.

An additional responsibility of the MMAC is to review, comment and provide advisory recommendations to the Planning Commission and the Board of Supervisors on proposed zoning amendments, and General Plan petitions and amendments located within the McKinleyville planning area related to conformance with the McKinleyville community plan. The MMAC will also discuss and provide input on long-range planning issues.

As outlined above, these community issues impact the District. The MMAC conducts business without any budget and with a limited staff support from the County of Humboldt. In an effort to increase support and collaboration, MCSD may provide a small stipend of \$3,000 of in-kind services to MMAC for community meetings and other MMAC meeting related expenses. This stipend may be budgeted for during each fiscal year budget process and provides for in-kind contributions of supplies and District staff/office support. Additionally, MCSD provides meeting space support at the McKinleyville Middle School and letters of support for grants as appropriate and approved by the Board. This support is conditional upon MCSD reserving any and all existing and future legal rights conferred upon the District by local, state, and federal law, and in no way defers or apportions those rights to the MMAC.

The MMAC is comprised of eight voting members who reside, own property, or conduct a business in the greater McKinleyville area. Six of the MMAC committee members are appointed by the County Board of Supervisors and one is a representative of MCSD appointed by the MCSD Board President annually to a term of one year. General Manager also serves as a voting member of the MMAC. An alternate Director will be selected in the event the primary Director is unable to attend a meeting. The designated Board Member should report back to the Board during the regular monthly Board of Directors meetings matters of relevance to the District. The MMAC meet once a month on the last Wednesday at 6:00pm at the McKinleyville Middle School, located at 2275 Central Ave, McKinleyville.

Additionally, the Board President, District General Manager, MMAC Chair, and the Humboldt County Fifth District Supervisor meets monthly. A joint meeting between the MMAC and MCSD Boards will take place annually.

Environmental Matters Committee: ~~The primary purpose of the Environmental Matters Committee is to meet the needs of all environmental matters, from water to wastewater to land use. This committee will review local limits, groundwater sustainability and participate in the HBMWD Water Task Force as needed as well as any other task force, Ad-Hoc committee, or review regarding any environmental matters. This committee meets on an “as needed” basis.~~

Attachments

Attachment A

This written procedure is provided to the Board of Directors as guidance in completing a 360 Degree Annual Performance Evaluation for the General Manager.

These evaluations should be conducted annually on the anniversary of the General Manager's hire date and use the standard MCSD GENERAL MANAGER EVALUATION Form attached as EXHIBIT 1, unless the Board of Directors determine it insufficient. At that time determine a more appropriate interval.

Simultaneously, the Board should request District Department Heads participate in an advisory evaluation by utilizing the GENERAL MANAGER 360 PERFORMANCE EVALUATION Form attached as EXHIBIT 2.

The process will begin with the Board requesting an item be placed on the agenda approximately one month prior to the anniversary date. This item should be titled "Initiate process for General Manager Performance Evaluation" and can be accomplished in opened session.

During an open public meeting, the selection of one board member to consolidate all five Board Member and three Department Head evaluations will be determined by the Board President. Once a member of the Board has been selected a schedule should be established and should include:

- Date to complete and return sealed evaluations to Board Secretary,
- Date the appointed consolidator will retrieve the evaluations, and
- A date for the closed session for the General Manager's performance evaluation.

All five Board Members will receive the evaluation forms from the Board Secretary at that meeting with an envelope to seal and return with the completed forms. The Board will fill out the evaluations and provide them to the Board Secretary at the District Office in the sealed envelope in accordance with the schedule.

After the meeting the Board Secretary will distribute the GENERAL MANAGER 360 PERFORMANCE EVALUATION form to Finance Director, Operations Director and Recreations Director and coordinate the completion in accordance with the Board's schedule, so that the evaluations are all completed and ready simultaneously.

The Board Member selected to consolidate the evaluations will be notified by the Board Secretary that the evaluations by department heads and other Board Members are completed and ready to pick up. The evaluations will be consolidated by averaging each section and combining any written comments so there is one evaluation from the Board and one evaluation from the Department Heads.

During a properly noticed public meeting the board will convene a closed session to review the consolidated evaluation with the General Manager for the purpose of discussing the General Manager's performance. See the example below for noticing.

"PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(California Government Code § 54954.5 and 54957): Title:
General Manager— *(Name Inserted Here)*"



MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
 Board of Directors' Evaluation Form - General Manager
 Performance Review Period (_____ through _____)

Date _____

Board Member: _____

A. BOARD/MANAGER RELATIONSHIP

5 - Outstanding 4 - Excellent 3 - Satisfactory 2 - Needs Improvement 1 - Unsatisfactory

	5	4	3	2	1
Provides sufficient staff reports and related agenda materials to allow for effective Board discussion/decision-making. Provides information to Board Members in a timely manner. Obtains and evaluates relevant information and implements or recommends appropriate solutions to problems.					
Displays a professional attitude/image that assures public confidence. Makes effort to be accessible and provides consistent and equal treatment to Board Members.					

B. COMMUNITY RELATIONS

5 - Outstanding 4 - Excellent 3 - Satisfactory 2 - Needs Improvement 1 - Unsatisfactory

	5	4	3	2	1
Represents the District well in presentations to civic groups, media and the public and provides a positive, professional image. Sought to develop cooperative working relationships with various outside governmental agencies and other outside groups.					
Promotes community involvement in the District as opportunity allows.					
Enhances community understanding of District's goals and objectives. Deals openly with conflict and District problems.					

C. LEADERSHIP

5 - Outstanding 4 - Excellent 3 - Satisfactory 2 - Needs Improvement 1 - Unsatisfactory

	5	4	3	2	1
Assumes leadership in establishing the immediate and long-range goals & objectives for the District.					
Demonstrates original thinking, ingenuity, and creativity by introducing new strategies or courses of action.					
Plans effectively and supports innovative problem-solving by involving others.					

D. COMMUNICATION

5 - Outstanding 4 - Excellent 3 - Satisfactory 2 - Needs Improvement 1 - Unsatisfactory

	5	4	3	2	1
Promotes and engages in two-way communication with Board Members.					
Is accessible to Board Members. Communicates new ideas, suggestions, and concerns to the Board.					

E. MANAGING FINANCIAL AND MATERIAL RESOURCES

5 - Outstanding 4 - Excellent 3 - Satisfactory 2 - Needs Improvement 1 - Unsatisfactory

	5	4	3	2	1
Identifies District revenue enhancements and cost saving to ensure the District accomplishes important short-term and long-term goals.					
Demonstrates original thinking, ingenuity, and creativity by introducing new financial strategies or courses of action.					
Plans, implements, and directs a comprehensive financial program for the District's long-range economic development.					
Has a general understanding of technical issues affecting the District.					

F. ORGANIZATION

5 - Outstanding 4 - Excellent 3 - Satisfactory 2 - Needs Improvement 1 - Unsatisfactory

	5	4	3	2	1
Develops procedures in response to needs. Implements practices and monitoring results in support of Board policy. Anticipates changes in various situations and the ability to achieve goals despite these changes. Meets schedules (whether set by the General Manager or by others). Sets priorities, understands systems, practices time management, planning, and is committed to quality work.					

G. OVERALL EVALUATION

5 - Outstanding 4 - Excellent 3 - Satisfactory 2 - Needs Improvement 1 - Unsatisfactory

	5	4	3	2	1

Remarks/Comments:

**GENERAL MANAGER
360 PERFORMANCE EVALUATION**

Rating categories:

- I** - *Improvement needed for performance to meet expected standards*
- M** - *Performance fully meets expected standards*
- E** - *Performance consistently exceeds standards*

PERFORMANCE FACTORS	I	M	E	COMMENTS
1. QUALITY OF WORK: Consider the extent to which completed work is accurate, neat, well-organized, thorough, and effective				
2. RELATIONSHIPS WITH PEOPLE: Consider the extent to which the GM recognizes the needs and desires of other people, treats other with respect and courtesy, and inspires their respect and confidence, etc.				
3. WORK HABITS: Consider the GM's effectiveness in organizing and using work tools and time, in caring for equipment and materials, in following good practices of vehicle and personal safety, etc.				
4. TAKING ACTION INDEPENDENTLY: Consider the extent to which the GM shows initiative in making work improvements, identifying and correcting errors, initiating work activities, etc.				
5. ANALYZING SITUATIONS AND MATERIALS: Consider the extent to which the GM applies consistently good judgment in analyzing work situations and materials, and in drawing sound conclusions.				
6. MEETING WORK COMMITMENTS: Consider the extent to which the GM completes work assignments, meets deadlines, follows established policies and procedures, etc.				

<p>7. TECHNICAL AND PRACTICAL KNOWLEDGE OF THE JOB: Extensive knowledge of technical elements in own program and related areas; willing to share technical knowledge; viewed as a knowledgeable resource; ability to effectively utilize a variety of resources to resolve administrative and/or program problems.</p>				
<p>8. SUPERVISING THE WORK OF OTHERS: Creates an environment in which employees are treated with respect. Employees possess a sense of ownership; satisfaction in the District's accomplishments; influence over how things are done, and an understanding of their personal importance to the MCSD. Provides appropriate control over staff activities. Provides timely performance appraisal of subordinate staff. Inspires continuous learning and development of staff. Recognizes and values the contributions of all members of a diverse work force.</p>				
<p>9. LEADERSHIP: Cooperates, inspires, motivates, persuades and guides others toward goal accomplishment; adapts leadership style to a variety of situations; models high standards of honesty, integrity, trust, openness and flexibility; makes sound decisions consistent with District objectives.</p>				
<p>10. FISCAL MANAGEMENT: Understands District costs, debt, cash flow, fixed assets and rate structures and is able to utilize these strategically; Analyzes budget forecasts for accuracy; maintains responsible District costs within Board approved budgets. Timely review and approval of bank reconciliations, journal entries, financial statements, invoices (AP) and payroll.</p>				
<p>11. COMMUNICATION: Proactively informing Board of Departmental and District issues and concerns; Timely collection of information and reports from Departments. Maintains confidentiality of communications.</p>				
<p>12. COMPLIANCE: Demonstrates the ability to maintain the District and all departments in compliance with laws, regulations and reporting requirements.</p>				

<p>13. CUSTOMER SERVICE: Shows interest in and understanding of the needs, expectations and circumstance of internal and external customers. Explores options and pursues solutions until customers are satisfied. Is responsive, pleasant, professional and easy to do business with. Looks at the organization and its services from the customer's point of view. Seeks and uses customer feedback to improve services. Meets or exceeds internal and external customer expectations.</p>				
<p>14. EMPLOYMENT SAFETY: Consider whether the employee maintains and ensures training, safety requirements and compliance for supervised employees (i.e. full time, part-time, seasonal, Cal-works, sub-contractors or visitors).</p>				
<p>15. POLICIES & PROCEDURES: Consider the extent to which the employee maintains compliance with All District Policies and Procedures. Ensures staff is aware of Human Resource and EEO Policies.</p>				
<p>16. IDP: Develops IDP with supervised employees and ensures employee completes all training requirements.</p>				

OTHER EVALUATOR COMMENTS:

SIGNATURE: _____ N/A _____

DATE: _____

GENERAL MANAGERS COMMENTS:

SIGNATURE: _____

DATE: _____

Attachment B.

McKinleyville Community Services District
Board of Directors Self-Evaluation Worksheet

In order to truly understand how the Board is doing as elected officials for the McKinleyville Community Services District, please answer each question while specifically thinking about you and your opinion on your own effectiveness as a Board member.

1. Please briefly describe your understanding the vision and mission of the McKinleyville Community Services District?
2. Over the last year, in what ways have you supported the vision and mission of MCSD?
3. In what ways do you think the Board or Staff could better supported the vision and mission of MCSD?
4. Do you feel you have a good working relationship with the other Board members? Explain.
5. Do you have any suggestions for improving the working relationship with the other Board members?
6. Do feel you have a good working relationship with the General Manager? Explain.
7. Do have any suggestions for improving the working relationship between the General Manager and the Board?
8. What are MCSD's major programs and services that you would like to know more about?
9. Do you follow trends and important developments in industries and services that MCSD provides? If yes, please give examples. If no, what would help you to do more in this area?
10. Do you understand MCSD's financial statements? What would help you with this?
11. Do you feel that the District and Board act knowledgeably and prudently when making recommendations about MCSD finances and financial policies in consideration of the District as a whole?
12. In what ways do you prepare for and participate at Board/Committee meetings as well as other MCSD events?

13. What skills do you possess that you would be willing to volunteer to further the MCSD vision and mission?
14. Do you complete assignments and responsibilities assigned to you in a responsible and timely manner? If no, what can assist you in this?
15. How often do you take advantage of opportunities to enhance the MCSD public image by periodically speaking to others about the work of the District?
16. Do you have additional ideas for programs or outreach to enhance MCSD's public image?
17. What are the potential challenges you see impacting the Board and/or District in the next 1-3 years? What can be done to limit or overcome these challenges?

McKinleyville Community Services District

BOARD OF DIRECTORS

March 1, 2023

TYPE OF ITEM: **ACTION**

ITEM: D.5 **Consider Approval of Hiller Sports Complex Facility Use Agreement Contracts with Fee Increases, between MCSD and the Following Youth Sport Organizations: McKinleyville Little League; and Mad River Girls Fastpitch Softball (Humboldt ASA)**

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

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

Recommendation:

Staff recommends that the Board approve the 2023 Facility Use Agreement Contracts and field use fee increases for use of Hiller Sports Complex by the following Youth Sports Organizations: McKinleyville Little League; and Mad River Girls Fastpitch Softball (Humboldt ASA) and authorize the Board President to sign the contracts and supplemental agreements.

Discussion:

McKinleyville Little League and Mad River Girls Fastpitch Softball (Humboldt ASA) have requested the use of Hiller Sports Complex (HSC) for the spring and fall seasons of 2023. The District requires organizations using HSC annually to complete and sign a Facility Use Agreement Contract prior to the start of their season.

Attached, please find a copy of the 2023 Facility Use Agreements for each organization.

- **Attachment 1:** HSC Agreements between MCSD and McKinleyville Little League
- **Attachment 2:** HSC Agreement between MCSD and Mad River Girls Fastpitch Softball

Complete Facility Use Agreement Contracts with attachments are available at the District Office for any Board member or member of the public who would like to review them.

In approving these agreements, you will also be approving Hiller Sports Complex use fee changes as outlined in Exhibit C of the agreements.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

In February 2022, the MCSD Board set a fee schedule for HSC of \$15.50 per hour for all youth sports organizations. Since then the cost of living has increased by 5.5% and the minimum wage has increased by \$0.50 per hour. The costs associated with the maintenance of Hiller Sports Site have increased by 40% in the last year largely due to the need to spend more time at the fields trapping gophers, filling in holes, and repairing

sprinklers. The fee increase to \$16.00 per hour for youth sports organizations included in this iteration of use agreements is an increase of 3.32%. The fees as increased are still lower than fees charged to youth sport organizations by other municipalities in Humboldt County. The field use fee includes a portion of the cost of turf maintenance, and janitorial supplies used at the site. Organizations are responsible for shared cleaning of the facility (restrooms, bleachers, parking lot, etc.) based on their percentage of use.

Each organization will also be charged for the cost of re-keying the facility and a percentage of utilities (propane & PG&E) at the end of the season. These percentages are based on field usage.

Each user group is responsible for cleaning their own dugouts and bleacher areas after each use.

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – HSC Agreement between MCSD and McKinleyville Little League
 - Attachment 1a – Supplemental Maintenance Agreement between McKinleyville Little League and MCSD
- Attachment 2 – HSC Agreement between MCSD and Mad River Girls Fastpitch Softball (Humboldt ASA)

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

HILLER SPORTS COMPLEX FACILITY USE AGREEMENT

This HILLER SPORTS COMPLEX FACILITY USE AGREEMENT (this “AGREEMENT”), is made and entered into this 1st day of March 2023 by and between the McKinleyville Community Services District (DISTRICT), a Community Services District formed under the laws of the State of California, and the McKinleyville Little League (ORGANIZATION), a non-profit youth sports organization, reference to the following facts, which are acknowledged as true and correct by each of the parties:

Recitals

- (a) DISTRICT is the owner of Hiller Sports Complex located at 880 Columbus Road in McKinleyville; and
- (b) DISTRICT desires to maximize financial self-sufficiency of the maintenance of Hiller Sports Complex; and
- (c) DISTRICT desires to maximize community access to recreation programs at Hiller Sports Complex; and
- (d) ORGANIZATION desires to offer recreation programs to the community at Hiller Sports Complex; and
- (e) ORGANIZATION proposes to operate recreation programs, in accordance with the terms and conditions of this AGREEMENT, which supersedes all other previous documents; and
- (f) ORGANIZATION and DISTRICT each desire to secure and enter into an AGREEMENT in accordance with the foregoing; and
- (g) The documents which are part of the AGREEMENT, and each of which are incorporated herein by this reference as though full, are the following:
 - 1. Cover Page: Facility Use AGREEMENT
 - 2. Exhibit A: Hiller Sports Complex Map
 - 3. Exhibit B: Article IV – Rules and Regulations
 - 4. Exhibit C: Hiller Sports Complex Master Facility Fee Schedule
 - 5. Exhibit D: Operation & Maintenance Responsibilities
 - 6. Exhibit E: Guidelines for Field Cancellations
 - 7. Exhibit F: “In Kind Work” & Field Modification Request Form

Definitions

As used in this AGREEMENT, the following terms shall have the following definitions:

1. "AGREEMENT" shall mean Hiller Sports Complex Facility Use AGREEMENT.
2. "DISTRICT" shall mean the McKinleyville Community Services District.
3. "ORGANIZATION" shall mean McKinleyville Little League.
4. "Hiller Sports Complex" shall mean the nineteen-acre parcel of property located at 880 Columbus Road on the east side of the entry way into Hiller Park. Such property contains two (2) little league fields, a regulation softball field, a practice softball field, a Senior League field, two collegiate size soccer fields, batting cages, concession stand, restrooms, bleachers, drinking fountains, walkways, and a parking lot.
5. "Recreation Advisory Committee" shall be the said committee operating under the jurisdiction of the McKinleyville Community Services District Board of Directors.
6. "Facility Use Request" shall mean all periods of time, including practices, games, assessment days, tournaments, etc., for which a party desires to utilize Hiller Sports Complex and requested via the DISTRICT Hiller Sports Complex Facility Use Reservation Form.
7. "Facility Use Schedule" shall mean the most current schedule for use of Hiller Sports Complex.
8. "Board of Directors" shall mean the five members of the McKinleyville Community Service District Board of Directors.
9. "Parks & Recreation Director" shall mean the individual employed in said position with the McKinleyville Community Services District.
10. "Article IV- Rules and Regulations" shall mean the portion of the document containing the Rules and Regulations of the McKinleyville Community Services District as adopted by the Board of Directors.

NOW, THEREFORE, in consideration of their mutual covenants and promises set forth herein and incorporating the foregoing recitals of fact, the parties hereto agree as follows:

AGREEMENT

Section 1. Facility Development

The DISTRICT and ORGANIZATION agree to collaborate, assist, and support one another and individual efforts in maintaining Hiller Sports Complex.

Section 2. Grant of Field Use

- 2.1 Grant of Use. The DISTRICT grants the ORGANIZATION field use for recreational and sports activities at Hiller Sports Complex. ORGANIZATION shall be responsible for: (a) setup of Hiller Sports Complex for ORGANIZATION's use, unless otherwise specified; (b) storing any equipment following ORGANIZATION's use; and (c) restoring Hiller Sports Complex to the appropriate condition as found prior to ORGANIZATION's use. ORGANIZATION shall not utilize Hiller Sports Complex prior to the start of the contracted time set forth in the most current Facility Use Schedule and shall vacate the playing area by the end of the contracted time set forth in said schedule.
- 2.2 Facility Use Schedule. ORGANIZATION shall provide DISTRICT with ORGANIZATION's most current field use schedule including team names, coaches/managers & names of individuals to contact in the case of game cancellations; list of official representatives of the organization; game, practice, tournament dates and times; and other scheduled use.
- 2.3 Cancellation. Provided cancellation of use by inclement weather or other unforeseen conditions, DISTRICT shall endeavor to make the decision of said cancellation by 3:00 p.m. of the day for which cancellation shall take place.
- 2.4 Additional Field Use Request. Provided cancellation of use by inclement weather or other unforeseen conditions, ORGANIZATION must notify the DISTRICT of said cancellation and request of additional field use (if needed) within twenty-four (24) hours. DISTRICT shall be responsible to administer and coordinate all additional facility use requests provided such requests do not conflict with the most current Facility Use Schedule of other approved users.
- 2.5. Access
DISTRICT shall provide the ORGANIZATION with one (1) set of keys to Hiller Sports Complex. It is the responsibility of the ORGANIZATION to produce copies and issue keys.

Section 3. Scheduling of Facility

- 3.1 Site Development, Management and Scheduling:
All development, scheduling, maintenance, and use of Hiller Sports Complex shall be coordinated with the Parks & Recreation Director.

3.2 Facility Use Requests

ORGANIZATION is responsible to submit a District Facility Use Reservation Form to the Parks & Recreation Director. The Parks & Recreation Director shall compile a draft Facility Use Schedule resulting from such requests. Parties currently having and maintaining an AGREEMENT with DISTRICT shall be designated for priority use when said schedule is drafted. The draft Facility Use Schedule shall delineate any dates and times with facility scheduling conflicts. The Parks & Recreation Director shall be charged with resolving any scheduling conflicts, in his or her discretion.

ORGANIZATION shall have first priority of Fields 1, 2 & 4 (baseball) and Field 3a based on schedules submitted in advance to MCSD, from March 1 through October 31, 2022.

3.3 Facility Use Scheduling Protests

ORGANIZATION and those parties granted facility use by the DISTRICT shall retain the right to protest the facility use. For all protests, refer to Section 16: Resolution of Disputes.

Section 4. Operational Standards

4.1 Conduct and Disorderly Persons

ORGANIZATION agrees to uphold and remain in compliance, at all times, with the current rules and regulations of the recreation and park system as established by the DISTRICT and outlined in Article IV of the DISTRICT's Rules and Regulations.

4.2 Staffing

ORGANIZATION agrees to ensure that an official representative(s) of ORGANIZATION shall be present at all times and shall be responsible for overseeing all use at all times on those dates and times for which use of Hiller Sports Complex is being conducted by ORGANIZATION.

4.3 Equipment and Supplies Storage

Storage of ORGANIZATION's equipment at Hiller Sports Complex shall be at the DISTRICT'S approval and at the ORGANIZATION's sole risk, DISTRICT will not warrant security of stored materials. ORGANIZATION shall unilaterally bear all risks of loss, theft, damage and other casualty incidental to using and/or storing equipment at the Hiller Sports Complex, and will indemnify and defend the DISTRICT from and against all losses arising out of using and/or storing equipment at the Hiller Sports Complex.

4.4 Safety

ORGANIZATION agrees to comply with the DISTRICT's established facility use guidelines, as defined in Article IV of the DISTRICT's Rules and Regulations and attached as Exhibit B, and incorporated by reference herein.

4.5 Use of Equipment

ORGANIZATION agrees not to use equipment owned by others and stored at Hiller Sports Complex without first obtaining written approval from the owner of said equipment. A copy of written approval must be provided to the DISTRICT.

ORGANIZATION agrees not to remove or replace equipment provided at Hiller Sports Complex by DISTRICT without the prior written consent of the Parks & Recreation Director.

4.6 Entry by DISTRICT

ORGANIZATION shall permit DISTRICT, and DISTRICT's agents and assigns, at all reasonable times, to enter the premises, for the purposes of inspection, compliance with the terms of this AGREEMENT, exercise of all rights under this AGREEMENT, posting notices, and all other lawful purposes.

4.7 Environmental Sensitivity

ORGANIZATION agrees that all use by ORGANIZATION shall be conducted in a manner within the intended use of Hiller Sports Complex and with respect to the surrounding neighborhood and community. ORGANIZATION shall abide by all rules and regulations established by the DISTRICT stating that the use of pesticides, herbicides and related products at the Hiller Sports Complex and surrounding areas are strictly prohibited.

4.8 Equal Opportunity and Non-Discrimination Clause

ORGANIZATION shall not discriminate in its offering of programs at Hiller Sports Complex and all duties related to such offering on the basis of race, color, national origin, religious creed, ancestry, sex, age, or physical handicap and shall comply with all applicable state and federal statutes and regulations prohibiting discriminatory practices and/or conduct.

DISTRICT has zero tolerance for harassment or any other form of discriminatory behavior, as set forth in this Policy Against Discrimination. The DISTRICT will not tolerate discrimination or harassment based on gender, pregnancy, childbirth (or related medical conditions), race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, family care or medical leave status, military or veteran status, or any other status protected by federal, state, or local law. MCSD requires that all patrons of facilities adhere to MCSD policy. MCSD will respond to any discriminatory behavior in an appropriate manner, including, but not limited to, termination of facility agreement and/or future facility use, reporting to appropriate legal authorities or other appropriate responses. All incidences of discriminatory behavior are to be reported to the MCSD General Manager immediately.

For all communications, both written and electronic, DISTRICT does not tolerate any correspondence that degenerates into improper use. DISTRICT's

technology resources are governed by District policies. Under no circumstances may anyone use DISTRICT's technology resources to transmit, receive, or store any information that is discriminatory, harassing, or defamatory in any way, such as sexually explicit or racially disparaging messages, jokes, or cartoons.

4.9 Americans with Disabilities Act Compliance

DISTRICT shall indemnify, defend, and hold harmless ORGANIZATION from any fines or penalties which may be imposed upon it pursuant to the Americans with Disabilities Act as a result of DISTRICT's failure to make any required improvements to the premises as required by the Americans with Disabilities Act.

ORGANIZATION shall be responsible for compliance with any and all requirements of the Americans with Disabilities Act with respect to the operation of recreation programs for which ORGANIZATION is responsible. ORGANIZATION shall indemnify, defend, and hold harmless DISTRICT from and against any and all claims, causes of action, damages, fines and/or penalties pursuant to the Americans with Disabilities Act arising, in whole or in part, as a result of the ORGANIZATION's failure or alleged failure to comply with any requirements of the Americans with Disabilities Act with respect to operation of recreation programs which ORGANIZATION is responsible.

4.10. Compliance with Law

ORGANIZATION and DISTRICT shall comply with and conform to all laws and regulations, state and federal, and any and all requirements and orders of any state or federal board or authority, present or future, in any way relating to the condition or use of Hiller Sports Complex throughout the entire term of this AGREEMENT.

4.11. District Coordination

DISTRICT shall employ a Parks & Recreation Director who shall be the primary contact person with the ORGANIZATION.

Section 5. Prohibited Actions

ORGANIZATION shall not:

- a) Use of Hiller Sports Complex for any purpose other than as authorized in this AGREEMENT and as authorized in the most current Facility Use Schedule; or
- b) Do or permit to be done anything which may interfere with the effectiveness or accessibility of Hiller Sports Complex, nor do or permit to be done anything which may interfere with free access and passage in Hiller Sports Complex or the public areas adjacent thereto, or in the streets or trails adjoining Hiller Sports Complex, or hinder police, fire fighting, or other emergency personnel in the discharge of their duties; or

- c) Interfere with the public's enjoyment and use of Hiller Sports Complex for any purpose which is not essential to public safety; or
- d) Rent, sell, lease, or offer any space for any articles whatsoever within or on Hiller Sports Complex without the written consent of the DISTRICT; or
- e) Place any additional lock of any kind upon any door, cabinet, or storage bin, unless a key therefore is provided to the DISTRICT, and upon expiration or termination of this AGREEMENT; or
- f) Erect, construct, or place any permanent structure upon any portion of the premises without written authorization from DISTRICT; or
- g) Use or allow Hiller Sports Complex to be used for any improper or unlawful purposes or for purposes in violation of Article IV of the McKinleyville Community Services District's Rules and Regulations; or
- h) Allow vehicles access to the concession area via the 10-foot sidewalk driveway access point except for loading and unloading only. The sidewalk driveway area must be kept clear for access to emergency vehicles. All vehicles must park in the parking area.

Section 6. Insurance

6.1. Minimum Scope

ORGANIZATION shall obtain and maintain throughout the term of this AGREEMENT, at ORGANIZATION's cost, comprehensive general public liability insurance issued by insurance carriers acceptable to DISTRICT naming the ORGANIZATION as insured and the DISTRICT as an additional insured against any injuries or damages to persons or property caused by or arising out of ORGANIZATION's occupation and use of Hiller Sports Complex under this AGREEMENT in amounts of not less \$1,000,000.00 for any individual claimant and \$2,000,000.00 per occurrence.

6.2. Proof of Insurance

ORGANIZATION shall cause DISTRICT to be given written notification, prior to the commencement of this AGREEMENT, from the insurance carrier of the existence of such policies and shall provide a certificate of insurance and separate endorsement in the amounts listed in 6.1 prior to the inception of the term which shall provide that coverage provided by the policy shall not be canceled or amended until the DISTRICT is first provided with at least thirty (30) days written notice concerning such cancellation or notice.

Section 7. Hold Harmless, Indemnity and Release Forms

7.1. Hold Harmless and Indemnity

Except for the active negligence or willful misconduct of DISTRICT, ORGANIZATION undertakes and agrees, to the fullest extent permitted by

law, to defend, indemnify, and hold harmless DISTRICT and all its officers, agents, assigns, and employees from and against any and all suits, actions and causes of action, claims, liens, demands, obligations, proceedings, loss or liability of every kind and nature in connection with or arising directly or indirectly out of this AGREEMENT whatsoever and/or ORGANIZATION's use of the Hiller Park Complex (and surrounding areas), for death or injury to any person including DISTRICT's officers, agents, assigns, and employees, or damage or destruction of any property of either party hereto or of third parties arising out of or in any manner by reason of, or incident to, the performance of this AGREEMENT on part of ORGANIZATION and/or ORGANIZATION's use of the Hiller Park Complex (and surrounding areas), by its officers, agents, assigns, program participants and employees of any tier.

7.2. Participant Liability Release Forms

ORGANIZATION shall provide to DISTRICT a master copy of the liability release form used for ORGANIZATION's program defending, indemnifying, and holding harmless, DISTRICT, its officers, agents, assigns, and employees from and against any and all suits, actions and causes of action, claims, liens, demands, obligations, proceedings, loss or liability of every kind and nature whatsoever, for death or injury to any person including DISTRICT's officers, agents, assigns, and employees, or damage or destruction of any property of either party hereto or of third parties arising out of or in any manner by reason of, or incident to, the program or programs sponsored by ORGANIZATION and conducted at the Hiller Sports Complex.

Section 8. Utilities

8.1. Water

The DISTRICT shall be responsible for all water and sewer related expenses at the site.

8.2. Gas and Electric

ORGANIZATION shall be required to pay a fee based on gas and electrical use for the concession stand, low site lighting, and/or any other type of sporting equipment, which utilizes electricity. This cost will be remitted at the end of the season, based on a percentage of field use.

Section 9. Maintenance

9.1 Ongoing Facility Maintenance

DISTRICT shall provide for all ongoing maintenance of Hiller Sports Complex. ORGANIZATION shall be required to pay a field use fee based on expenses related to ongoing maintenance as approved by the MCSD Board of Directors. ORGANIZATION may choose to decrease their portion of the field use fee through the use of pre-approved in-kind labor or materials that assists with maintenance of the site within the scope of the DISTRICT's maintenance plan or Capital Improvement Plan for the site. Financial credit for approved in kind donation of labor or materials shall be granted only for labor or donations

completed for facility maintenance as per a Supplemental Hiller Sports Complex Maintenance Agreement executed in concurrence with this AGREEMENT. Credit shall not be granted for volunteer labor or materials pertaining to field preparation for games. The financial value of in-kind labor or material donations, if in excess of the total field use fee, may be placed as a credit toward future facility use, at the discretion of the DISTRICT.

ORGANIZATION agrees to perform general maintenance of the field site, including but not limited to, field preparation before games, grounds cleanup, restroom cleanup, re-stocking janitorial supplies, general cleanup of the concession stand & parking lot, and trash disposal. These operation and maintenance responsibilities are further explained in Exhibit D, and will not be considered as in-kind labor for the purposes of reducing fees for field and concession use during the period of March 15 through October 31, 2023

9.2. Facility Damages and Repairs

The ORGANIZATION shall be held responsible for all damage or vandalism to District facilities occurring during the ORGANIZATION'S use of the facilities, or that occur due to ORGANIZATION'S failure to lock facility after use. Upon notification by the DISTRICT, the ORGANIZATION is responsible to repair all damages immediately, or within a schedule approved by the DISTRICT. If ORGANIZATION is unable or unwilling to repair damage immediately, the DISTRICT reserves the right to make the necessary repairs and bill ORGANIZATION for all costs. The ORGANIZATION is responsible to reimburse the DISTRICT within thirty days (30) of presentation of the bill. Exception: The concession and snack bar area is the sole responsibility of the ORGANIZATION during the entire period of this AGREEMENT. Repair of any and all damage occurring to the concession stand during the AGREEMENT period is the sole responsibility of the ORGANIZATION.

Damaged and unsafe fields shall be unavailable for use until repairs are completed. The assignment of other fields during such time is at the discretion of the DISTRICT.

9.3. Site Improvements

Any ORGANIZATION desiring to perform site improvements must first obtain written approval from the DISTRICT for such improvements and pay for all costs related to approved improvements. Requests for such improvements are to be made using the "In Kind Work" & Field Modification Request Form. (Exhibit F)

It is understood and agreed between the parties that all installations, additions, and improvements erected or installed at any time at Hiller Sports Complex during the term of this AGREEMENT shall immediately become the property of and belong to the DISTRICT upon such erection or installation; provided, however, this provision does not apply to participant playing equipment and concession equipment installed and belonging to ORGANIZATION. ORGANIZATION must remove all participant playing equipment and

concession equipment prior to the expiration or other termination of this AGREEMENT. Any portion of the premises affected by removal shall be immediately restored and repaired.

Section 10. Purchasing

- 10.1 DISTRICT shall have the responsibility to purchase all grounds maintenance materials needed to maintain Hiller Sports Complex.
- 10.2 ORGANIZATION shall be fully responsible for all expenses related to purchase of all supplies needed to operate the programs including supplies needed for field preparation, and of any supplies needed for operations conducted in the concession stand.

Should ORGANIZATION choose to hire the DISTRICT to prep fields for play, DISTRICT shall assume responsibility for the purchase of all supplies necessary for appropriate preparation of fields.

Section 11. Sales

11.1. Participant Registration

ORGANIZATION shall be allowed to retain all revenue related to participant registration fees.

DISTRICT shall provide space for applications and flyers provided by ORGANIZATION at DISTRICT's office and at the McKinleyville Activity Center. DISTRICT shall not otherwise register applicants or provide directions regarding ORGANIZATION's program.

ORGANIZATION shall be responsible for promotion and sale of ORGANIZATION's program to customers. Upon provision by ORGANIZATION, DISTRICT shall provide copies of flyers and promotional materials to customers.

11.2. Advertising

DISTRICT recognizes the importance of advertising revenue to ORGANIZATION and desires to afford ORGANIZATION opportunities to obtain revenue for support of ORGANIZATION's program. However, ORGANIZATION shall first obtain written permission from DISTRICT and allow DISTRICT to review any such advertising prior to installation, placement, distribution, or maintenance of any type of advertising or AGREEMENT with any other vendor involving promotion or advertising of their products or services on and at Hiller Sports Complex. All such advertising placed in accordance with the aforementioned must be removed upon the conclusion of ORGANIZATION's program at a time agreed to by both parties.

11.3. Concessions

ORGANIZATION shall be allowed to retain all proceeds related to operation of a concession stand during granted facility use hours provided concession use fees are paid in full.

Approval for requests for use of the concession stand by ORGANIZATION will be granted only when said request is concurrent with the most current facility use schedule as approved. ORGANIZATION shall not utilize the concession stand prior to the start of the contracted time set forth in the most current facility use schedule and shall vacate the concession stand by the end of the contracted time set forth in said schedule.

Upon issuance of the most current Facility Use Schedule and concession stand use request approvals, should additional concession stand use be available during scheduled events, those ORGANIZATION's having and maintaining a current AGREEMENT with DISTRICT shall be given priority for additional concession stand use requests. Such requests will be awarded on a first come, first serve basis.

Section 12. Licenses and Permits

- 12.1 ORGANIZATION shall apply for, obtain, and maintain all licenses, permits, and other accreditations required in connection with the management and operation of programs, site improvements as approved per 9.3., and as needed for development of the facility. ORGANIZATION shall be responsible to pay the cost of all such licenses and permits.

Section 13. Unavoidable Delays

- 13.1 The provisions of this Section shall be applicable if there shall occur, during the term of this AGREEMENT, any (a) inability to obtain labor or materials, or reasonable substitutes (other than lack of funds); or (b) acts of God, governmental restrictions, regulations or controls, enemy or hostile government, civil commotion, fire, or other casualty; or (c) other conditions similar to those enumerated in this Section beyond the reasonable control of the party obligated to perform (other than lack of funds). If DISTRICT or ORGANIZATION shall, as the result of any of the above-described events, fail to provide or to perform any obligation on its part under this AGREEMENT, then upon written notification to the other within ten (10) days of such event, such failure shall be excused and not be a breach of this AGREEMENT by the party claiming unavoidable delay, but only to the extent occasioned by such event. Notwithstanding anything contained herein to the contrary, this Section shall not be applicable to the obligation of the DISTRICT or ORGANIZATION to pay any sums, monies, costs, charges, or expenses required paid pursuant to the terms of this AGREEMENT, or to fulfill any hold harmless and/or indemnity obligations created by Section 7.1 or elsewhere in this AGREEMENT.

Section 14. Amendments and Assignments

- 14.1 This AGREEMENT contains the complete and final AGREEMENT between the DISTRICT and the ORGANIZATION. No AGREEMENT or other understanding in any way purporting to modify, add to, or supersede the terms and conditions hereof shall be binding upon either party unless made in writing and duly executed by authorized representatives.

- 14.2 This AGREEMENT may not be assigned or transferred, in whole or in part, by ORGANIZATION without first obtaining the written consent of DISTRICT which may be withheld, for any reason, in the DISTRICT's sole discretion.

Section 15. Taxes

- 15.1 ORGANIZATION shall be solely responsible for the payment when due of any possessory interest or other unsecured tax levied by any governmental authority with respect to the use and occupancy of Hiller Sports Complex by ORGANIZATION.

Section 16. Resolution of Disputes

16.1. Process for Resolution

Any dispute arising under the terms of this AGREEMENT, which is not resolved within a reasonable period of time by authorized representatives of the DISTRICT and the ORGANIZATION shall be brought to the attention of the General Manager (or designated representative) of the DISTRICT and the Board President (or designated representative) of the ORGANIZATION for joint resolution.

If joint resolution of the dispute through these means is pursued without success, ORGANIZATION shall seek to resolve the dispute by filing a written grievance with the General Manager (or designated representative). Upon receipt of a written grievance, the General Manager (or designated representative) shall research and investigate the grievance and set an agenda item for the next DISTRICT Board of Director's meeting. At the meeting, the ORGANIZATION or a representative thereof can appear and be heard. The DISTRICT Board of Directors shall consider the item and act thereon, and may adopt, reject, or amend the recommendation.

If resolution of the dispute as adopted by the DISTRICT Board of Directors is not satisfactory, ORGANIZATION may seek resolution employing whatever remedies exist in law or equity beyond this AGREEMENT. Despite an unresolved dispute, the DISTRICT and ORGANIZATION hereto shall continue without delay to perform its obligations under this AGREEMENT.

In the event of any breach or violation of this AGREEMENT by ORGANIZATION, the DISTRICT may employ whatever remedies that exist in law or equity to enforce this AGREEMENT, without resorting to the dispute resolution protocol described above.

16.2. Attorney's Fees

In the event of any litigation arising between the parties regarding the terms of this AGREEMENT, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to other relief provided by law.

Section 17. Notices

- 17.1 Any notice, demand, or communication under, or in connection with, this AGREEMENT, may be served upon DISTRICT by personal service, or by mailing the same by certified mail in the United States Post Office, postage prepaid, and directed to the DISTRICT as follows:

General Manager
McKinleyville Community Services District
P.O. Box 2037
McKinleyville, CA 95519

and may likewise be served on ORGANIZATION by personal service or by so mailing the same addressed to ORGANIZATION as follows:

McKinleyville Little League
P.O. Box 2284
McKinleyville, CA 95519

Either DISTRICT or ORGANIZATION may change such address by notifying the other party in writing as to such new address as DISTRICT or ORGANIZATION may desire to be used and which address shall continue as the address until further written notice.

Section 18. Compensation

- 18.1. Funding for Facility Development

Should ORGANIZATION grant DISTRICT monies for development in an amount of more than \$5,000, said monies shall be dedicated to the development of facilities illustrated in Parks & Recreation Master Plan, which would fulfill the needs of ORGANIZATION. Monies granted by ORGANIZATION for development in amount less than \$5,000 shall be dedicated to the general overall development of facilities illustrated in Parks & Recreation Master Plan.

- 18.2. Facility Use and Additional Fees

ORGANIZATION shall pay DISTRICT fees in accordance to Hiller Sports Complex Master Facility Fee Schedule as adopted by the Board of Directors and outlined in Exhibit C.

ORGANIZATION agrees to pay a Cleaning/Damage deposit in the amount of \$1,500.00 to MCSD for the use of Hiller Sports Complex. MCSD may use the Cleaning/Damage deposit for reimbursement of any costs related to additional cleaning requirements, additional turf maintenance, and/or field & turf damages during the use of ORGANIZATION (see Exhibit D). This deposit must be paid in full prior to the start of the season.

ORGANIZATION is responsible for the cost for propane use, PG&E and the cost to change the locks at the end of each season. This cost will be remitted at the end of the season, based on a percentage of field use.

In the event DISTRICT shall provide maintenance at the expense of ORGANIZATION, or the DISTRICT is required to respond to a call-out at a time outside the DISTRICT'S regular business hours, the ORGANIZATION agrees to reimburse the DISTRICT according to the following rates:

Labor:	\$45.00/hour
Mower:	\$25.00/hour
Utility Vehicle:	\$35.00/hour
Tractor:	\$40.00/hour
Backhoe:	\$70.00/hour
Dump Truck:	\$50.00/hour
Boom Truck:	\$85.00/hour
Call out Fee	\$150 per occurrence + labor cost if time spent exceeds 2 hours

18.3. Delinquent Payment

In the event ORGANIZATION shall be delinquent by more than fifteen (15) days in the payment of any sums due under the terms of section 18.2, DISTRICT shall cancel all future scheduled and yet to be scheduled use of DISTRICT-owned facilities until past due payments are paid in full.

Section 19. Law Governing

This AGREEMENT shall be governed exclusively by the provisions hereof and by the laws of the State of California.

Section 20. Term

20.1. Term and Extensions

Subject to the provisions of this AGREEMENT, the term of this AGREEMENT shall commence on the date herein and shall continue through and including the 31st day of October 2023.

Opportunities shall be granted for ORGANIZATION and DISTRICT to review this AGREEMENT on a yearly basis to enact amendments and assignments to AGREEMENT as provided in Section 14 of this AGREEMENT. Any proposed amendments and assignments may be refused by ORGANIZATION or DISTRICT at said parties own discretion.

20.2. Termination by DISTRICT

Notwithstanding the foregoing, DISTRICT, in the case of ORGANIZATION breaches, may terminate this AGREEMENT, with thirty (30) days notification, by giving the ORGANIZATION written notice of any material breach under this AGREEMENT, if:

- a) said breach is curable by the payment of money and remains uncured thirty (30) days after said notice; or
- b) said breach is not curable by the payment of money but is otherwise curable within thirty (30) days after said notice and remains uncured after said thirty (30) days; or

- c) said breach is neither curable by the payment of money nor otherwise reasonably curable within thirty (30) days after said notice and ORGANIZATION fails both to commence said cure within said thirty (30) days and to prosecute diligently said cure to completion thereafter; or
- d) ORGANIZATION files a voluntary petition in bankruptcy or insolvency or otherwise seeks relief as a debtor, or, if an involuntary petition therefore is filed against ORGANIZATION and such petition is not dismissed within ninety (90) days; or
- e) ORGANIZATION fails to remain in compliance with any and all terms of this AGREEMENT; or
- f) ORGANIZATION shall disband.

In the event this AGREEMENT is so terminated, it shall be lawful for DISTRICT immediately hereafter to remove all persons and property from the premises.

20.3. Termination by ORGANIZATION

Notwithstanding the foregoing, ORGANIZATION, in the case of DISTRICT breaches, may terminate this AGREEMENT by giving the DISTRICT written notice of any material breach under this AGREEMENT, if:

- a) said breach is curable by the payment of money and remains uncured thirty (30) days after said notice; or
- b) said breach is not curable by the payment of money but is otherwise curable within thirty (30) days after said notice and remains uncured after said thirty (30) days; or
- c) said breach is neither curable by the payment of money nor otherwise reasonably curable within thirty (30) days after said notice and DISTRICT fails both to commence said cure within said thirty (30) days and to prosecute diligently said cure to completion thereafter; or
- d) DISTRICT fails to remain in compliance with any and all terms of this AGREEMENT.

20.4. Disposition of Certain Property

ORGANIZATION hereby acknowledges and agrees that any and all equipment and all DISTRICT purchased equipment and materials used in connection with Hiller Sports Complex shall remain the property of the DISTRICT, and ORGANIZATION acknowledges that it shall not be entitled to remove such property from Hiller Sports Complex upon the expiration or termination of this AGREEMENT, regardless of reason.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the day and year as written herein.

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

Gregory P. Orsini, President of the Board of Directors

ATTEST: _____
April Sousa, Secretary to the Board of Directors

McKINLEYVILLE LITTLE LEAGUE

President of McKinleyville Little League

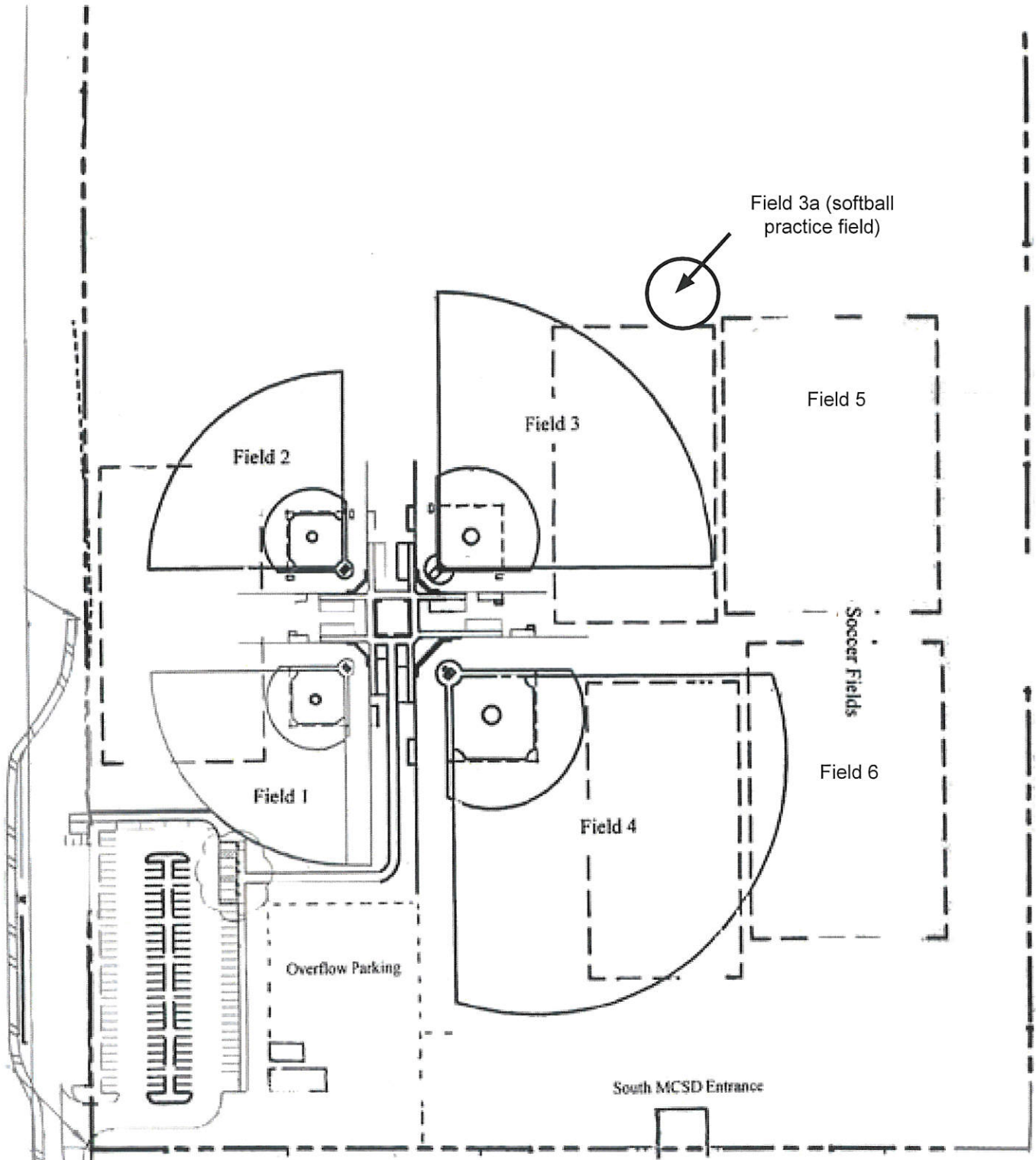
DRAFT

The Facility Use AGREEMENT Checklist

Please note: This contract is not considered complete until the user ORGANIZATION submits the following information to MCSD.

<u>Item:</u>	<u>Attachment #:</u>	<u>Completed:</u>	<u>Date:</u>
Completed District Facility Use Reservation Form			
Schedule of Maintenance			
League Schedule			
Tournament Schedule			
Practice Schedule			
Proof of Insurance			
Phone List of Managers and Board Members			
Facility (emergency) Cell Phone #			
All Other Field Usage Requests			
Coach/Manager Contact Information			
Organization Liability Release Form			

McKINLEYVILLE COMMUNITY SERVICES DISTRICT
Hiller Sports Complex - Site Map



ARTICLE IV - PARKS AND RECREATION

REGULATION 40 - RECREATION AND PARKS ADVISORY COMMITTEE

Rule 40.01. MEMBERSHIP - the McKinleyville Community Services District Parks and Recreation Committee shall consist of eleven (11) members and two (2) alternate members who shall serve without compensation selected as follows:

- (a) One (1) non-voting member shall be a member of the District Board.
- (b) The remaining ten (10) members will be regular voting members. Of the ten (10) regular voting members, one (1) will be a member of the McKinleyville Area Fund Board of Directors nominated by the McKinleyville Area Fund Board of Directors.
- (c) When possible two (2) of the ten (10) regular voting members shall be High School students, nominated by the McKinleyville High School Principal.
- (d) The two (2) alternate members will not become voting members unless a regular voting member is absent. In the event that both alternates are present when only one regular member is absent, the alternates will decide upon which of the two (2) will fill the absent chair by a mutually agreed upon method. In the event the alternates cannot determine a method of decision, the committee chair will choose an appropriate decision-making method.
- (e) All members of the Parks and Recreation Committee will represent to the extent possible various recreational and outdoor interests of the community including but not limited to business, environmental, equestrian, sports, seniors, trails and youth. Recommendations for appointment may be made by the then current members of the committee.
- (f) Any citizen, residing in the service area of the McKinleyville Community Services District may apply to the District Board for appointment to fill vacant seats on the Parks and Recreation Committee.

Rule 40.02. APPOINTMENT - the committee members shall be appointed as follows:

- (a) The Board of Directors shall announce each vacancy and shall state they are seeking applicants, setting forth the qualifications, if any required.
- (b) The Board of Directors shall interview each applicant, after which a majority of the Board of Directors, may select the most qualified to fill the vacancy.

Rule 40.03. MEMBER QUALIFICATIONS - all members, other than the high school member, shall be resident electors of the McKinleyville Community Services District; the student members shall be a resident of McKinleyville. No members of the Parks and Recreation Committee shall be a family member or related to a full-time MCS D employee.

Rule 40.04. TERMS OF OFFICE -the committee members shall serve terms as follows:

- (a) Appointment of District Board Members shall be for a term of one (1) year. Such member shall be a non-voting member.
- (b) Appointment of the McKinleyville Area Fund member and non-student community members shall be for a term of four (4) years. The term for student members shall be up to 4 years, limited by their High School graduation date.

- (c) Terms of the other non-Board of Director committee members shall be staggered so that no more than two (2) terms shall expire in any given year.
- (d) The annual expiration date of appointment shall be January 31st.

Rule 40.05. REMOVAL - members of the Committee may be removed by a majority vote of the District Board of Directors.

Rule 40.06. ABSENCES - if any member of the Committee is absent without prior notification to the Recreation Director for three (3) regular consecutive meetings, the Recreation Director shall certify that fact to the Board of Directors and the Board of Directors shall thereafter declare the position on the Committee to be vacant and proceed to fill the position by appointment.

Rule 40.07. ELECTION OF OFFICERS - the Committee shall, as soon as is practical, after the time of the annual appointment of a member or members to such Committee, elect its' officers. No member shall hold the same office for more than two (2) consecutive years.

Rule 40.08. OFFICERS - the Committee shall elect a Chairperson and Vice-Chairperson from among its members.

Rule 40.09. MEETINGS - the Committee shall hold regularly scheduled meetings in the Board of Directors Chambers of the District Office, or at such other place within the District as may be designated by the Committee and may hold such additional meetings as it may deem necessary or expedient. All meetings must be noticed in compliance with state and federal laws.

Rule 40.10. TIME/LOCATION OF MEETINGS - the time of the regular meetings shall be as established from time to time by the committee members.

Rule 40.11. QUORUM - a majority of the Committee shall constitute a quorum for the purpose of transacting business of the Committee.

Rule 40.12. RECORDS - written records of all the proceedings, findings, determinations and transactions of the Committee shall be kept, which record shall be a public record and a copy of which record shall be filed with the District Secretary.

Rule 40.13. POWERS AND DUTIES - the Parks and Recreation Committee shall have the following powers and duties:

- (a) To serve in an advisory capacity to the Board of Directors and District Staff in all matters pertaining to public recreation, parks, open spaces, natural resources and their respective facilities;
- (b) To make recommendations to the Board of Directors and District Staff with respect to the provisions of the annual budget for recreation and parks purposes;
- (c) To recommend to the Board of Directors acceptance or rejection of offers of donations of money, personal property and real property to be used for open space, recreation, resource management, and parks purposes;
- (d) To recommend to the Board of Directors a comprehensive recreation, park, and open space management services program for the inhabitants of the District, to promote and stimulate

- public interest therein, and to solicit to the fullest extent the cooperation of school authorities and other public and private agencies interested therein;
- (e) To recommend for adoption by the Board of Directors rules and regulations for the use and improvement of the District's recreation services and parks and their respective facilities;
 - (f) To recommend to the Board of Directors and District staff policies for the acquisition, development and improvement of recreation, parks and open space areas; and
 - (g) To perform such other duties relating to recreation and park matters as may be prescribed by the Board of Directors.

REGULATION 41 - RECREATION AND PARK SYSTEM

Rule 41.01. INJURY TO OR MISUSE OF RECREATION AND PARKS SYSTEM PROPERTY - NO PERSON SHALL:

- (a) Willfully mark, deface, injure, tamper with, or displace or remove any buildings, bridges, tables, benches, fireplaces, railings, bleachers, ball fields, water lines, paving or paving materials or other public utilities or parts thereof, signs, notices or placards, whether temporary or permanent, monuments, stakes, posts or other boundary markers, or other structures or equipment, or recreation and parks system property or appurtenances whatsoever, either real or personal.
- (b) Litter, soil or defile buildings, structures, grounds, equipment or other recreation and parks system property or appurtenances whatsoever. Trash, litter and other debris must be deposited into the proper receptacles.
- (c) Remove any soil, rock, stones, turf, trees, shrubs, or plants, down timber or other wood or materials or make any excavations by tool, equipment or any other means or agency.
- (d) Construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public utility into, upon or across such land except by District permit.
- (e) Trespass upon any area where prohibited.
- (f) Hunt, molest, or otherwise harm wildlife and plant life within the recreation and parks system.
- (g) Announce, advertise or call the public attention in any way to any article or service for sale or hire, except by District permit.
- (h) Paste, glue, tack or otherwise post any sign, placard, advertisement, or inscription whatever, nor shall any person erect or cause to be erected any sign whatever within the recreation and parks system without permission from the District.
- (i) Use any system for amplifying sounds, whether for speech or music or otherwise within the recreation and parks system unless a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit is first secured from the District.
- (j) Discharge any weapon of any type within the recreation and park system boundaries for any reason.
- (k) Make fires of any type for any reason in any area that is not properly equipped and designated to contain a fire.
- (l) Use model rockets and remote control model airplanes in McKinleyville Parks and Open Space without prior written approval from the District's General Manager.

Rule 41.02. POLLUTING WATERS OR DUMPING REFUSE PROHIBITED - NO PERSON

SHALL:

- (a) Throw, discharge, or otherwise place or cause to be placed in the waters of any fountain, pond, stream or any other body of water in or adjacent to any component of the recreation and park system or any tributary, stream, storm sewer or drain flowing into such waters any substance, matter or things, liquid or solid, which will or may result in the pollution of said waters.
- (b) Dump, deposit, or leave any trash not created within the boundaries of the recreation and park system.

Rule 41.03. OPERATION OF MOTORIZED VEHICLES--PROHIBITED ACTS - NO PERSON

SHALL:

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

Rule 41.04. OPERATION OF NON-MOTORIZED VEHICLES--PROHIBITED ACTS - NO

PERSON SHALL:

- (a) Non-motorized vehicles shall be defined as any form of transportation in which human or gravitational energy powers the source of transportation. Examples of such transportation are defined as bicycles, skateboards, roller blades, roller skates, etc.
- (b) Fail to comply with all applicable provisions of the Vehicle Code of the State of California in regard to equipment and operation of non-motorized vehicles together with such regulations as are contained in this ordinance.
- (c) Fail to obey all law enforcement officers and District employees who are hereafter authorized and instructed to require persons within the boundaries of the recreation and park system to adhere to the provisions of these regulations.
- (d) Fail to observe carefully all traffic signs, parking signs, and all other signs posted for the proper control of traffic and to safe guard life and property.
- (e) Operate non-motorized vehicles on any sidewalks, on pathways designated for pedestrian traffic only, and within turf and landscaped areas.

Rule 41.05. CONDUCT - ALCOHOLIC BEVERAGES

- (a) Patrons may use alcoholic beverages with meals in designated areas at recreation and parks system facilities, provided a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit have been secured and provided they conduct themselves in an orderly manner;
- (b) Alcoholic beverages may be served or may be sold by permit only at designated recreation and parks system facilities where sales are not prohibited and provided a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit have been secured;

- (c) No person shall be under the influence of intoxicating substances as provided in Section 647 (f) of the California Penal Code;
- (d) The District may withdraw the privilege to use alcoholic beverages at anytime if the rules and regulations as are contained in this ordinance are not abided by;
- (e) Use of intoxicating substances other than alcohol is prohibited.

Rule 41.06. PETS - pets may be off leash at outdoor facilities in designated areas and facilities only and must be under voice control at all times. Animal owners are responsible for removal of animal excrement from the facility.

Rule 41.07. OVERNIGHT USE PROHIBITED - there is to be no camping or loitering on the grounds or in public buildings or structures between sunset and sunrise unless a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit are first obtained from the District.

Rule 41.08. FIRES - fires will be allowed on grounds only in those areas equipped with District provided equipment designated for the containment of fires.

REGULATION 42 - OPERATION OF PIERSON PARK

Rule 42.01. GAZEBO BARBECUE COMPLEX - the gazebo barbecue complex is defined as the area encompassed by the gazebo located in the central portion of the park. Individuals or organizations desiring organized use of any portion of the gazebo barbecue complex for an organized function may do so by obtaining a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit only..

Rule 42.02. HORSESHOE PITS - the public may use the horseshoe pits on a first come basis. Any individual or organization desiring to use the horseshoe pits for an organized function may do so by obtaining a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit only.

Rule 42.03. WESTERLY PICNIC TABLES/BARBECUES - the public may use the picnic tables and barbecues located along the western park perimeter on a first-come basis only.

Rule 42.04. PICNIC PAVILION AND BARBECUE - the picnic pavilion is defined as the large covered picnic area to the west of the playground and east of the horseshoe pits. Individuals or organizations desiring organized use of any portion of the picnic pavilion and barbecue may do so by obtaining a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit only.

Rule 42.05. OVERNIGHT USE PROHIBITED - there is to be no camping or loitering on the park grounds or structures between sunset and sunrise unless a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit are first obtained from the District.

Rule 42.06. FIRES - fires will be allowed on grounds only in those areas equipped with District provided equipment designated and in portable barbecues designated for the containment of fires.

Rule 42.07. PETS - the designated off leash area is defined as the area of the park east of Azalea Hall's Hewitt Room and north of the gazebo. Horses are not allowed.

REGULATION 43 - OPERATION OF HILLER PARK

Rule 43.01. PICNIC AREA USE - the picnic area is defined as the area of the park east of the western perimeter of the volleyball court. Individuals or organizations desiring organized use of any portion of the picnic area in Hiller Park for the purpose of holding organized functions may do so by obtaining a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit only.

Rule 43.02. PETS - the designated off leash area is defined as the area of the park west of the westerly perimeter of the volleyball court. Horses are prohibited in the picnic area.

Rule 43.03. FIRES - fires will be allowed on grounds only in those areas equipped with District provided equipment designated and in portable barbecues designed for the containment of fires.

Rule 43.04. OVERNIGHT USE PROHIBITED - there is to be no camping or loitering on the park grounds or structures between sunset and sunrise unless a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit are first obtained from the District.

REGULATION 44 - OPERATION OF LARISSA PARK

Rule 44.01. PETS - pets must be on leash at all times.

REGULATION 45 - PERMITS, FEES AND DEPOSITS

Rule 45.01. FACILITY USAGE PERMITS REQUIRED - a valid facility usage permit is required for individuals or organizations to use any indoor facility or any outdoor facility for organized functions, to use any system for amplifying sounds, or to sell or serve alcoholic beverages at an organized function.

Rule 45.01.a. PERMIT TYPE DEFINITIONS - the District shall issue permits based on the following definition of use:

- (a) A "Special Event" shall be defined as use deemed to be non-programmatic with estimated attendance of less than 500 persons and no more than posted capacities at indoor facilities; for which off road and facility parking space is adequate; for which street closures are not required; and for which cancellation of approved vendor programs is not required.
- (b) A "Large Scale Community Event" shall be defined as use deemed to be non-programmatic with estimated attendance of more than 500 persons but no more than posted capacities at indoor facilities or for which off-road and facility parking space is adequate; or for which street closures may be required; or for which cancellation of an approved vendor program is required.

(c) A "Vendor Contract" shall be defined as use by those individuals approved by the District Board of Directors, offering ongoing programs on a regular basis for no more than twelve months.

Rule 45.02. FACILITY USAGE PERMIT PROCESS - any individuals or organizations seeking issuance of a facility usage permit hereunder shall file a request for permit to use District facilities on the appropriate reservation form provided by the District. All requests must be filed with the District along with the required facility usage deposit, usage fees, proof of appropriate insurance coverage, and fees for other services at least (10) working days prior to the actual event date. The Recreation Director, under direction of the Board, may impose additional conditions for approval.

Rule 45.03. FACILITY USAGE FEES - facility usage fees, as established and adopted by the District Board shall be charged for and must accompany each facility usage permit request required hereunder for said facility usage permit request to be fully and properly executed by the District.

Rule 45.03.a. FEE STRUCTURE DEFINITIONS - the District shall identify the following fee structure definitions when charging customers for use of facilities:

- (a) A "Non-Profit Group" shall be defined as any group or organization which can supply proof of non-profit status via the Internal Revenue Service code. Other Governmental entities shall be considered as falling within the guidelines of this definition.
- (b) A "Vendor" shall be defined as an individual or organization, approved by the District Board of Directors that has a fully executed vendor contract for use of District facilities.
- (c) A "Private Citizen/Business" shall be defined as other potential users not fitting within the "non-profit group" or "vendor" definition.
- (d) A "Commercial Event" shall be defined as an event being held for the purpose of private financial gain for an individual or organization.
- (e) An "Event Host" shall be defined as a District employee who has received training regarding use of District facilities for outside events. Event hosts are required for all events except those taking place at Azalea Hall concurrently with McKinleyville Senior Center events or at District facilities for those events sponsored by a District approved vendor.
- (f) The "All Day Rate" shall be defined as a fee charged specifically for use of the Hewitt Room at Azalea Hall and which includes access to the facility for a maximum of twelve continuous hours.
- (g) The "Half-Day Rate" shall be defined as a fee charged specifically for use of the Hewitt Room at Azalea Hall and which includes access to the facility for a maximum of six continuous hours.
- (h) The "Off-Peak Use Discount" shall be defined as a 25% discount on hourly rates only which can be applied to the following facilities and hours only: Activity Center-Monday through Friday before 3:00p.m; Azalea Hall-Sundays and Monday through Thursday after 4:00p.m.

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

ACTIVITY CENTER

Non-Profit Groups/Vendors	\$37.75/hour
Private Citizen/Business	\$53.50/hour

AZALEA HALL-ENTIRE FACILITY

Non-Profit Groups/Vendors	\$66.00/hour
Private Citizen/Business	\$87.75/hour

AZALEA HALL-HEWITT ROOM

Non-Profit Groups/Vendors	\$51.75/hour
Private Citizen/Business	\$64.00/hour
All Day Rate	\$535.00
Half Day Rate	\$324.00

AZALEA HALL-MEETING ROOM

Non-Profit Groups/Vendors	\$18.75/hour
Private Citizen/Business	\$25.25/hour

AZALEA HALL-KITCHEN

All Users	\$18.75/hour
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LIBRARY CONFERENCE ROOM

Non-Profit Groups/Vendors	\$28.00/hour
Private Citizen/Business	\$31.00/hour

TEEN CENTER-ENTIRE FACILITY

Non-Profit/Vendors	\$71.50/hour
Private Citizen/Business	\$88.75/hour
All Day (12 hr) Rate	\$933.00
Half Day (6 hr) Rate	\$484.50

TEEN CENTER-MULTI PURPOSE ROOM

Non-Profit/Vendors	\$40.50/hour
Private Citizen Business	\$49.75/hour

TEEN CENTER-MUSIC ROOM

Non-Profit/Vendors	\$26.25/hour
Private Citizen Business	\$33.25/hour
<u>All Day (8 hr) Rate *weekends only</u>	<u>\$216.00</u>

TEEN CENTER-KITCHEN

Private Citizen/Single Use	\$37.00/hour
Non-Profit/Vendor	\$28.00/hour

PARKS

Gazebo Picnic Area	\$56.75/4 hrs
Picnic Pavilion	\$111.00/4 hrs
Special Event	\$169.25/day
*Commercial Events	\$273.25/day

*Requires Facility Host @ \$36.25 per hour unless overtime wages apply

SPECIAL EVENT SERVICES

Event Staff	\$19.00/hour
Event Setup	
Events with less than 100 persons	\$88.75
Events with 101-200 persons	\$124.00
Events with more than 200 persons	\$155.00

Event Cleanup

Events with less than 100 persons	\$155.00
Events with 101-200 persons	\$185.50
Events with more than 200 persons	\$227.50

Rule 45.03.c. EVENT SERVICES FEES - the District shall charge a fee of \$19 per hour for an event host for those events requiring such a host. The minimum charge shall be two hours. Other events service fees shall be determined each year and are based on the direct expense associated with providing said service. Such event fees shall be established and adopted by the Board.

Rule 45.03.d. RECREATION PROGRAM FEES - the District shall charge participants program fees based on the direct expenses associated with each individual program. Program fees shall be determined each year and as programs are added to the Department’s current services index. Program fees shall be adopted by the Board within two months of the inception or change of fees.

Rule 45.04. DEPOSIT - a facility usage deposit, as established and adopted by the District Board must accompany each facility usage permit request for any facility usage permit required hereunder. The facility usage deposit shall be refunded to the applicant within fifteen working days if the facility is restored to pre-use conditions. If District clean-up is required to restore the facility to pre-use conditions or damage is noted to the facility, any refund will be less the expense associated with returning the facility to pre-use conditions.

Rule 45.04.a. FACILITY USE DEPOSIT FEES - the District shall charge a \$100 deposit for events which qualify and are defined as special events. The District shall charge a \$200 deposit for events which qualify and are defined as large-scale community events.

Rule 45.05. INSURANCE – a facility usage permit request shall not be considered fully executed unless the individual or organization seeking issuance of a facility usage permit obtains and furnishes liability coverage for the event which is acceptable to the District. The Recreation Director may impose additional conditions for approval.

Rule 45.06. PERMITS FOR USE OF FACILITIES - the District shall only grant a facility usage permit for organized use of a facility when each of the following findings can be made:

- (a) The requested area of the recreation and parks system for which the facility is located within is available during the period for which the facility usage permit is requested;
- (b) The expected attendance does not exceed the capacity of the facility or area.
- (c) The use for which the facility usage permit is sought complies with the use established for the facility or area requested.

Rule 45.07. USE OF SOUND AMPLIFICATION SYSTEM - the District shall only grant permission for use of any sound amplification system when each of the following findings can be made:

- (a) The individual or organization seeking permission for use of a sound amplification system must file, with the District, a facility usage permit request for the facility in which use of the sound amplification system is requested.
- (b) The sound amplification system proposed will not unduly inconvenience or disturb neighboring properties or other recreation and parks system facility users.
- (c) The maximum noise from use of the sound amplification system complies with Humboldt County's Noise Regulations.
- (d) The use for which permission is sought complies with the use established for the facility or area requested.

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

- (a) A District supervisor will be assigned to be present throughout the event.

Rule 45.08. SALE OR SERVICE OF ALCOHOLIC BEVERAGES - the District shall only grant permission for sale or service of alcoholic beverages when each of the following findings can be made:

- (a) The individual or organization seeking permission for sale or service of alcoholic beverages must file, with the District, a facility usage permit request for the facility in which the sale of alcoholic beverages is requested;
- (b) If applicable, the individual or organization seeking permission has a valid permit from the Alcohol Beverages Commission to sell alcohol;
- (c) If applicable, the individual or organization seeking permission has secured outside security services;
- (d) The use for which permission is sought complies with the use established for the facility or area requested.

For those events at which alcohol is served or sold, the following requirements shall also be required:

- (a) A District supervisor will be assigned to be present throughout the event;
- (b) Facilities will not be rented for events at which the consumption of alcoholic beverages will be a principal activity.

The Recreation Director has the authority to impose additional conditions as a requirement for issuance of a fully executed Special Event Reservation Form and Permit or Community Event Reservation Application and Permit.

Rule 45.09. USE OF DISTRICT-OWNED EQUIPMENT - the District shall make available to individuals or organizations recreation-related equipment, which can be utilized for outdoor use. District shall only grant permission for use of District-owned equipment when each of the following findings can be made:

- (a) The individual or organization seeking permission for use of District-owned equipment must be requesting said equipment in conjunction with an event at a District facility which is being sponsored by the individual or organization;
- (b) The Individual or organization must file, with the District, a facility usage permit request for the facility in which the equipment will be utilized;

- (c) The requested equipment is available during the period for which use of the equipment is requested;
- (d) The individual or organization requesting use of MCSD-owned equipment furnishes the District with appropriate liability coverage.

Rule 45.10. APPEALS - an appeal of the action of District staff on any Facility Use Permit pursuant to this regulation must be in writing and filed by or on behalf of the individual or organization seeking the facility usage permit, within (10) days after the action of District staff on the facility usage permit request. The appeal shall set forth in detail the factual and legal basis of the appeal. The Board of Directors shall consider and act on the appeal within forty-five (45) days after the appeal is filed. The individual or organization filing the appeal shall be entitled to submit oral or written evidence to the Board in support of the appeal. Action of the Board of Directors on the appeal shall be final.

REGULATION 46 - ENFORCEMENT

Rule 46.01. VIOLATIONS - any violation of these rules and regulations relating to the use of District facilities located within the recreation and parks system is a misdemeanor, punishable by law.

REGULATION 47 - HILLER SPORTS SITE DEVELOPMENT, MANAGEMENT AND SCHEDULING COMMITTEE

Rule 47.01. MEMBERSHIP - the McKinleyville Community Services District Hiller Sports Site Development, Management and Scheduling Committee shall consist of members described below whom shall serve without compensation selected as follows:

- (a) Committee size shall be determined by the number of local sports organizations having and maintaining a current Hiller Sports Site Development, Funding, Maintenance, and Use Agreement with District who nominate a member to the Committee and an additional member shall be from the District's Park and Recreation Committee and an additional member shall be appointed to the Committee by the Board which member shall be of the general public.

Rule 47.02. APPOINTMENT - the committee members shall be appointed as follows:

- (a) All local sports organizations with a valid and current IRS non-profit identification number and who have and maintain a current Hiller Sports Site Development, Funding, Maintenance and Use Agreement with District are invited to nominate one member and one alternate member to the Committee. Such nominations shall be made in writing to the Director of Parks and Recreation. Recommendations for appointment shall be made by the Committee to the Park and Recreation Committee who shall in turn recommend nominees to the District's Board of Directors. Appointment shall be made by the District's Board of Directors.
- (b) One member shall be a member of the Park and Recreation Committee. Recommendations for appointment shall be made by the Park and Recreation Committee. Appointment shall be made by the District's Board of Directors.

- (c) One member shall be a member of the general public who is a resident elector of the District and who shall hold no official office with any local sports organization desiring to offer programs at the Hiller Sports Site. Such member shall be nominated by the Committee who shall forward a recommendation to the Recreation Advisory Committee who shall in turn forward a recommendation to the District's Board of Directors. Appointment shall be made by the District's Board of Directors.

Rule 47.03. MEMBER QUALIFICATIONS - each member shall meet one of the criteria named above in Rule 47.02.

Rule 47.04. TERMS OF OFFICE - the Committee members shall serve terms as follows:

- (a) Appointment of the Recreation Advisory Committee member representative of Committee and member of the general public to the Committee shall be for a term of two (2) years. Such members may be re-appointed to successive terms.
- (b) Terms of other members shall be for a term of one (1) year. Such members may be re-appointed to successive terms.
- (c) The annual expiration date of each term shall be January 31st.

Rule 47.05. REMOVAL - members of the Committee may be removed by a majority vote of the District Board of Directors.

Rule 47.06. ABSENCES - if any member of the Committee is absent without prior notification to the Director of Parks and Recreation for two (2) regular consecutive meetings, the Director of Parks and Recreation shall certify that fact to the organization for whom the individual is a representative and to the District's Board of Directors. The District's Board of Directors shall thereafter declare the position on the Committee to be vacant and proceed to fill the position as outlined in 47.02. Should the vacated position have a designated alternate, said alternate shall be appointed to full membership status. The organization of which the alternate is a member shall be authorized to nominate a designated alternate.

Rule 47.07. ELECTION OF OFFICERS - the Committee shall, as soon as practicable, after the time of the annual appointment of a member or members to such Committee, elect its' officers. No member shall hold the same office for more than two (2) consecutive years.

Rule 47.08. OFFICERS - the member of the Committee who is a representative of the District's Recreation Advisory Committee shall be designated as Chairperson of the Committee. The member of the Committee who is a representative of the general public shall be designated as Vice-Chairperson.

Rule 47.09. RECORDS - written records of all proceedings, findings, determinations, and transactions shall be kept, which record shall be a public record and a copy of which record shall be filed with the District's secretary.

Rule 47.10. POWERS AND DUTIES - the Committee shall have the power and duty to serve in an advisory capacity to the District's Park and Recreation Committee and the Board of Directors in all matters pertaining to the development, scheduling, maintenance, and use of the Hiller Sports site.

**MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
Hiller Sports Site Master Facility Fee Schedule**

Facility Use Fees

<u>Turf Field Use</u>	\$32/hour per field
<u>Turf Field Use (Youth Sport Org)</u>	\$16/hour per field
<u>Baseball Field Use</u>	\$32/hour per field
<u>Baseball Field Use (Youth Sport Org)</u>	\$16/hour per field
<u>Softball Field Use</u>	\$32/hour per field
<u>Softball Field Use (Youth Sport Org)</u>	\$16/hour per field

Tournament Use

25% reduction from regular hourly rates. Tournaments must have a minimum of 4 teams and 8 hours of continuous play per day.

Additional Fees

<u>Field Preparation- Ballfields</u>	\$45/hour per field
<u>Field Preparation- Turf Areas</u>	\$45/hour per field
<u>Concession Stand Use- Regular weekdays</u>	\$15/day
<u>Concession Stand Use- Regular weekends</u>	\$25/day
<u>Concession Stand Use-Youth Sport Season</u>	\$165/month
<i>Month is calculated by consecutive days of organization's occupation of the concession stand. 30 day = 1 month "Occupation" is defined as: the storing equipment, food etc in concession stand.</i>	
<u>Concession Stand Use- Tournaments</u>	\$25/day
<u>Facility Usage Deposit</u>	Variable
<u>Facility Usage Deposit</u>	\$100
Required only for those groups/individuals not having and maintaining a current Agreement with the District.	

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

Department of Parks & Recreation Department

OPERATION & MAINTENANCE RESPONSIBILITIES HILLER SPORTS COMPLEX

The following information specifies Operation & Maintenance responsibilities performed by McKinleyville Little League (ORGANIZATION) for the season as defined by the McKinleyville Community Services District's (MCSD) Facility Use Agreement Contract:

1. **Ball Diamond Preparation, Maintenance & Safety Seminar:**
 - a. Prior to the start of the season, designated ORGANIZATION representative(s) involved with field maintenance must attend a 1-hour Ball Diamond Preparation Maintenance & Safety Seminar with MCSD staff.

2. **In-Kind Field Maintenance:**
 - a. Any field maintenance performed by ORGANIZATION representatives must be pre-approved in writing by the DISTRICT in order to be considered as "in-kind labor" for credit towards facility use fees.
 - i. Any maintenance done without pre-approval from the DISTRICT will not be eligible for credit.

3. **Field Preparation:**
 - a. All field preparation will be the responsibility of ORGANIZATION.
 - b. If necessary ORGANIZATION may request MCSD to prep ball fields for a fee.

4. **Field Repairs:** (See section 9.2. of the Facility Use Agreement.)
 - a. ORGANIZATION shall be held responsible for all damage or vandalism to District facilities occurring during ORGANIZATION's use of the facilities.
 - b. Upon notification by MCSD, ORGANIZATION is responsible to repair all damages immediately, or within a schedule approved by MCSD.
 - c. If ORGANIZATION is unable or unwilling to repair the damages, MCSD reserves the right to make the necessary repairs and bill ORGANIZATION for all costs.
 - d. Damaged or unsafe fields shall be unavailable for use until repairs are completed.

5. **Grounds, Daily Restroom & Parking Lot Cleanup:**
 - a. ORGANIZATION agrees to clean grounds and to monitor, patrol, and keep the bathrooms and parking lot clean during their usage.
 - b. Grounds are to include the sports fields, sidewalks surrounding the concession area, under the bleachers, and the sidewalk pathway leading to the parking lot.
 - i. Cleaning of grounds is to include:
 1. Trash pick-up and disposal (**NOTE: the dumpster on site at HSS is owned by McKinleyville Little League and may not be available for use by other Organizations utilizing Hiller Sports Site*)
 2. Sweeping of bark and mulch back into landscape areas
 - c. Restroom cleaning shall include sweeping garbage and debris from floors, stocking supplies as necessary, and removing garbage.
 - d. If multiple organizations are using Hiller Sports Site simultaneously all organizations shall share the burden of clean-up. DISTRICT will develop a schedule for grounds clean-up responsibility, based upon percentage of field use each week.
 - i. Each Organization will be required to ensure clean-up is completed on the dates assigned to the Organization for clean-up by the DISTRICT. If ORGANIZATION wishes to purchase clean-up services from the DISTRICT

they may do so by requesting those services in advance of their scheduled dates of responsibility.

1. The labor rate for clean-up services is \$35 per hour. ORGANIZATIONS will be charged a minimum of 1 hour for services provided on any given day, but will be billed for the total time required to complete clean-up of grounds and restrooms as documented by Maintenance staff.

6. General Cleanup of the Concession Stand:

- a. ORGANIZATION agrees to keep the Concession Stands clean, sanitary, and up to the County Health Department standards at all times.
- b. MCSD reserves the right to inspect the Concession Stands without notice.

7. Overflow Parking:

- a. ORGANIZATION agrees to notify MCSD of any events requiring usage of the overflow parking area.

8. Trash Disposal:

- a. ORGANIZATION agrees to remove all trash bags from inside the sports complex at the end of each day of use.
 - i. Should MCSD staff be required to haul garbage from the Hiller Sports Complex following ORGANIZATION'S use, ORGANIZATION will be billed for the cost of labor and cost of dumping.
- b. No trash bags shall be left in any portion of the Concessions/Storage/Restrooms building.

9. Supervision of Children:

- a. ORGANIZATION agrees to notify all coaches and parents and require proper supervision at all times of all children (players and spectators) inside Hiller Sports Complex.
- b. ORGANIZATION agrees to pay for all damages and vandalism caused from unsupervised children during ORGANIZATION field usage.

10. Rain Cancellations:

- a. ORGANIZATION agrees to comply with MCSD guidelines regarding cancellation of fields due to unsafe conditions and/or inclement weather. (See exhibit E in the Facility Use Agreement Contract.)

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT Parks & Recreation Department

Guidelines for Cancellation of Activity on MCSD Athletic Fields

Due to inclement weather and poor field conditions, the McKinleyville Parks & Recreation Department reserves the right to deny an athletic activity or event from playing on an MCSD field. The two (2) main purposes of these guidelines are to ensure the safety of the participants and to prevent MCSD fields from getting abused and destroyed when the turf is vulnerable. Any MCSD employee or designated person may deny use of a field and/or require an activity to stop.

Examples of conditions that require cancellation of an athletic activity:

- Standing puddles of water on the field
- Footing is unsure and slippery
- Ground is water logged and “squishy”
- Grass can be pulled out of ground easily
- Lightning
- Severe weather storms

When games are played on fields with poor and/or unsafe conditions, it often causes irreversible damages to the field. If this occurs, it can take months and in some cases years to get the field back into quality playing condition.

Teams and/or leagues that refuse to follow these MCSD guidelines on Field Cancellations will be subject to the following disciplinary action:

1. **First Offense:**
Written warning to team and President of the Organization.
2. **Second Offense:**
One week suspension of the team or organization from practicing on fields.
3. **Third Offense:**
Forfeiture of a team’s privilege to either practice or play games on MCSD fields for the remainder of the season.

HILLER SPORTS SITE
In-Kind Labor and/or Materials Criteria
for Receiving Credit towards Facility Use Fees

Requests to provide in-kind labor or materials in exchange for credit towards facility use fees, MUST be made in writing and MUST be pre-approved in writing by DISTRICT staff. In-kind labor exchange will only be considered for necessary (as deemed by DISTRICT staff) field and facility maintenance currently performed by DISTRICT staff. Any work performed by ORGANIZATION representatives or volunteers prior to or without written approval from designated DISTRICT staff will not be considered for credit of any kind.

In-kind material donation exchange will only be considered for necessary (as deemed by DISTRICT staff) materials that would otherwise be purchased by the DISTRICT for use at the Hiller Sports Complex.

- 1) In Kind Labor request proposals must include:
 - a. Description of the labor to be performed
 - b. Estimated number of labor hours required to perform the work
 - i. District reserves the right to determine the amount of credit granted for labor hours based on the equivalent time that DISTRICT staff would have spent on the same task.

- 2) In Kind Material Donation request proposals must include:
 - a. Description of the dollar value of the material being donated
 - i. DISTRICT reserves the right to determine the amount of credit granted for material donations based on the amount the DISTRICT would have spent on the necessary material.
 - b. Name of the business from which the material is being purchased or donated.
 - c. Name and contact information of the individual making the donation on behalf of the ORGANIZATION.

HILLER SPORTS SITE

“In Kind Work” & Field Modification Request Form

This form must be submitted and approved by an authorized MCSD representative prior to any projects being completed by any user group at Hiller Sports Complex.

ORGANIZATION: _____

NAME OF REPRESENTATIVE: _____

PHONE: _____ DATE OF REQUEST: _____

PROJECT: _____

PROJECT TIMELINE: _____

SIGNATURE OF ORG. REPRESENTATIVE: _____

FOR DISTRICT USE ONLY

PROJECT APPROVED: _____	PROJECT DENIED: _____
-------------------------	-----------------------

MCSD REPRESENTATIVE: _____ DATE: _____

NOTES FROM MCSD: _____

SIGNATURE OF MCSD REPRESENTATIVE: _____

**Hiller Sports Site Maintenance Agreement Between
McKinleyville Community Services District and McKinleyville Little League**

The Hiller Sports Site Maintenance Agreement is a supplemental agreement to the Hiller Sports Complex Facility Use Agreement, by and between the McKinleyville Community Services District (DISTRICT), and the McKinleyville Little League (ORGANIZATION), and does not supersede or negate any of the sections in the HSC Facility Use Agreement.

Recitals

- (a) DISTRICT is the owner of Hiller Sports Complex located at 880 Columbus Road in McKinleyville; and
- (b) DISTRICT desires to maximize financial self-sufficiency of the maintenance of Hiller Sports Complex; and
- (c) ORGANIZATION desires to provide turf and grounds maintenance at Hiller Sports Complex for fields 1, 2, and 4 in order to reduce the maintenance expense of the DISTRICT thereby reducing the Field Use expense of the ORGANIZATION; and
- (d) ORGANIZATION and DISTRICT each desire to secure and enter into an AGREEMENT in accordance with the foregoing; and
- (g) The documents which are part of the AGREEMENT, and each of which are incorporated herein by this reference as though full, are the following:
 - 1. Cover Page: Maintenance AGREEMENT
 - 2. Exhibit A: Hiller Sports Complex Map
 - 3. Exhibit B: Turf and Grounds Maintenance Scope of Work
 - 4. Exhibit C: Volunteer Labor Log and Time Sheet
 - 5. Exhibit D: "In Kind Work" & Field Modification Request Form

Background

The DISTRICT and ORGANIZATION both wish to provide sustainable and equitable services to the community in a coordinated and collaborative manner.

As the cost of labor for maintaining the turf and grounds at Hiller Sports Complex is the largest maintenance expense incurred by the DISTRICT as owner, and the field use fees charged to users is set at a rate to recover some of the cost related to maintenance. The ORGANIZATION wishes to lower their portion of field use fees by providing consistent volunteer labor for maintaining the turf and grounds at Hiller Sports Complex.

Labor associated with the ongoing and consistent maintenance of the turf and grounds performed by the ORGANIZATION can provide a significant savings to the DISTRICT and as such is eligible for monetary credit to be used toward field use fees.

ORGANIZATION has a vested interest in the maintenance and health of the turf and grounds at Hiller Sports Complex, and owns or has access to all necessary equipment for the provision of necessary maintenance tasks.

Agreement

1. ORGANIZATION agrees to provide ongoing and consistent turf and grounds maintenance according to an agreed upon schedule outlined in **Attachment 1**, within the duration of the contract period (March 15 through October 31, 2023).
2. DISTRICT agrees to provide monetary credit at the rate of \$16.00 per hour of eligible labor performed (see EXHIBIT B) toward the field use fees encumbered by the ORGANIZATION within the contract period. Labor hours will not be credited in excess of 17 hours per week. (5 hours per week per field for mowing and string trimming; 2 hours per week for restroom maintenance.)
3. ORGANIZATION agrees that credit will only be applied for eligible labor hours documented as required by the DISTRICT on the "Volunteer Labor Log and Time Sheet" (EXHIBIT C). Credit will not be given for any labor performed on tasks not included on the "Turf and Grounds Maintenance Scope of Work" (EXHIBIT B) and/or for any labor performed that is not documented as required by the DISTRICT.
4. ORGANIZATION agrees that any labor credit earned in excess of the encumbered field use fees will be forfeited and will not be eligible for use in subsequent contract periods.
5. DISTRICT shall base ORGANIZATION's field use fees on the total financial value of approved in-kind labor and/or materials subtracted from the total financial value of site use
6. DISTRICT agrees to provide and apply all fertilizers and nutrients necessary for appropriate turf maintenance.
7. DISTRICT agrees to ensure adequate irrigation of turf.
8. ORGANIZATION understands that DISTRICT is not budgeting staff time to complete maintenance tasks listed in the "Turf and Grounds Maintenance Scope of Work" for the months of March through July and as such any time DISTRICT staff is called upon to complete such tasks during those months, it will constitute an interruption to budgeted tasks and an additional expense to the DISTRICT, and therefore ORGANIZATION agrees that:
 - 8.1 If circumstances arise and ORGANIZATION is unable to perform the agreed upon maintenance according to the necessary and agreed upon schedule, ORGANIZATION agrees to pay DISTRICT to complete the maintenance at a rate ranging from \$45.00 to \$60.00 per hour, dependent upon DISTRICT staff assigned to the work and whether or not that staff will be required to work overtime in order to complete all required tasks on that day. ORGANIZATION agrees that this charge will be in addition to fees charged for field use. "List of Eligible Maintenance Tasks"
9. ORGANIZATION agrees all turf and grounds maintenance volunteers will be required to attend turf and grounds maintenance seminar organized and presented by the DISTRICT staff before performing any volunteer labor. In addition, ORGANIZATION's designated representative must attend facility maintenance meetings as arranged by the DISTRICT.

Furthermore, said volunteers of ORGANIZATION are not to be considered volunteers or employees of DISTRICT.

10. DISTRICT agrees to schedule and implement a turf and grounds maintenance seminar for ORGANIZATION volunteers prior to the scheduled start of ORGANIZATION'S field use.
11. ORGANIZATION shall abide by all rules and regulations established by the DISTRICT stating that the use of pesticides, herbicides and related products at the Hiller Sports Complex and surrounding areas are strictly prohibited.
12. ORGANIZATION shall agree that the DISTRICT reserves the right to close fields and prohibit mowing due to wet conditions or any other condition that would otherwise put the integrity of the turf at risk.
13. ORGANIZATION agrees that any field modifications and/or desired credit requests for volunteer labor not included in the "Turf and Grounds Maintenance Scope of Work" or donated materials must be pre-approved through the submission of the "In Kind Work" & Field Modification Request Form" (EXHIBIT D)
14. ORGANIZATION agrees that any maintenance or tasks not explicitly described in the Turf and Grounds Maintenance Scope of Work is the responsibility of the DISTRICT and not to be undertaken by the ORGANIZATION without written permission from the DISTRICT.

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

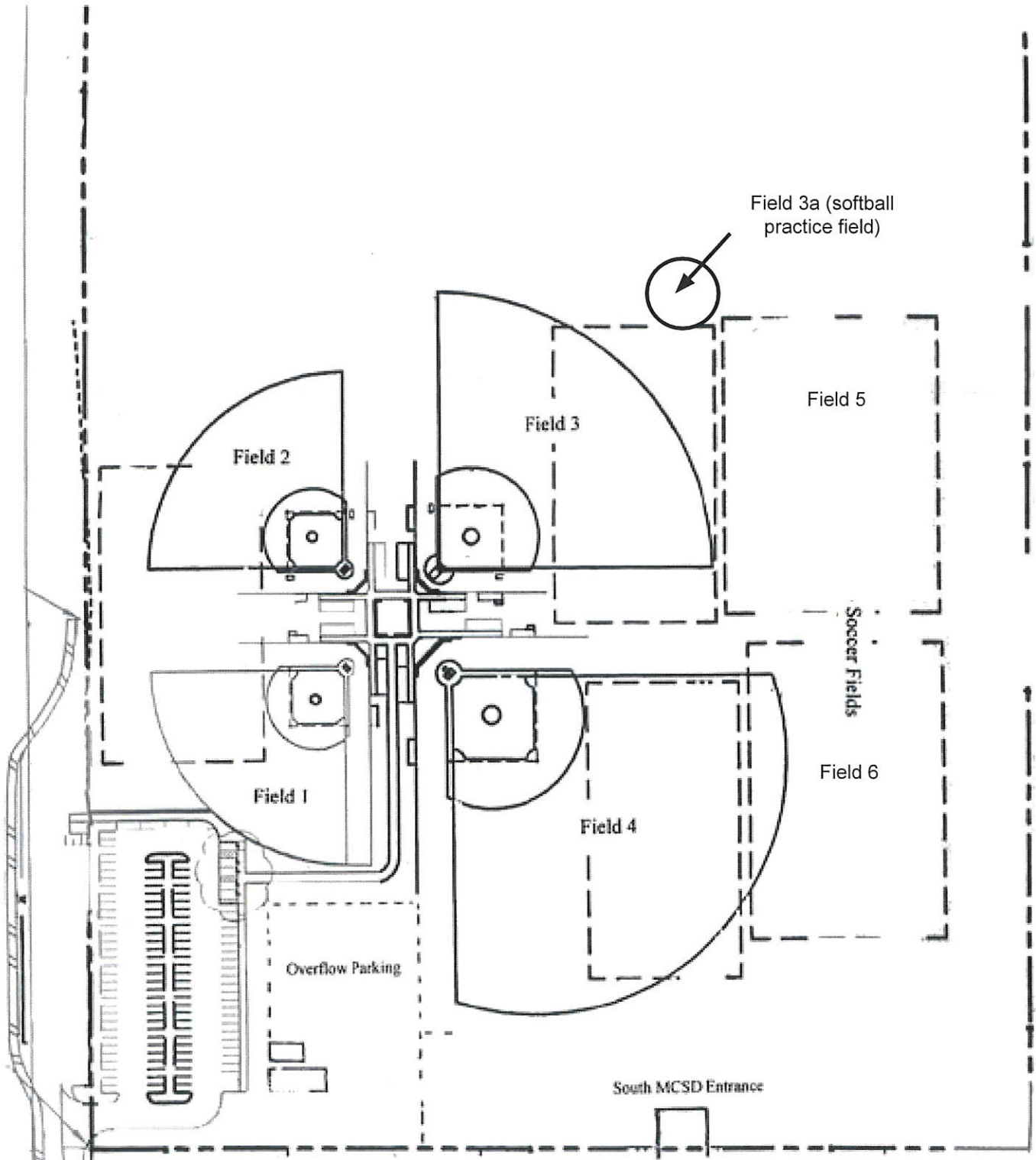
Gregory P. Orsini, President of the Board of Directors

ATTEST: _____
April Sousa, Secretary to the Board of Directors

McKINLEYVILLE LITTLE LEAGUE

President of McKinleyville Little League

McKINLEYVILLE COMMUNITY SERVICES DISTRICT
Hiller Sports Complex - Site Map



**Turf and Grounds Maintenance Scope of Work
For Hiller Sports Site Supplemental Maintenance Agreement**

1. **Mowing:** defined as the clipping or cutting of the turf areas using a powered turf mower. Cutting shall be even, without ridges, free of scalp spots and neat in appearance. Mowing shall not exceed 1/3 of the blade length on any given cut. Mowing shall never take turf below 2 inches.
 - a. Frequency: a minimum of twice per week, or as often as necessary to avoid cutting more than 1/3 the blade surface in one cutting with no more than one cutting every 3 days. Not to exceed 2 hours per field per mow.

2. **String Trimming:** defined as the cutting/trimming of turf along fence lines, sidewalks and buildings.
 - a. Frequency: a minimum of once per week. Not to exceed 3 hours per week.

3. **Weeding:** defined as the removal of weeds in all landscape beds and turf areas.
 - a. Frequency: not to exceed 4 hours per month.

HILLER SPORTS SITE
In-Kind Labor and/or Materials Criteria
for Receiving Credit towards Facility Use Fees

Requests to provide in-kind labor or materials in exchange for credit towards facility use fees, MUST be made in writing and MUST be pre-approved in writing by DISTRICT staff. In-kind labor exchange will only be considered for necessary (as deemed by DISTRICT staff) field and facility maintenance currently performed by DISTRICT staff. Any work performed by ORGANIZATION representatives or volunteers prior to or without written approval from designated DISTRICT staff will not be considered for credit of any kind.

In-kind material donation exchange will only be considered for necessary (as deemed by DISTRICT staff) materials that would otherwise be purchased by the DISTRICT for use at the Hiller Sports Complex.

- 1) In Kind Labor request proposals must include:
 - a. Description of the labor to be performed
 - b. Estimated number of labor hours required to perform the work
 - i. District reserves the right to determine the amount of credit granted for labor hours based on the equivalent time that DISTRICT staff would have spent on the same task.

- 2) In Kind Material Donation request proposals must include:
 - a. Description of the dollar value of the material being donated
 - i. DISTRICT reserves the right to determine the amount of credit granted for material donations based on the amount the DISTRICT would have spent on the necessary material.
 - b. Name of the business from which the material is being purchased or donated.
 - i. A formal quote and/or Invoice from the business which is providing the material for the cost/value of the material to be provided by the ORGANIZATION.
 - c. Name and contact information of the individual making the donation on behalf of the ORGANIZATION.

HILLER SPORTS SITE

"In Kind Work" & Field Modification Request Form

This form must be submitted and approved by an authorized MCSD representative prior to any projects being completed by any user group at Hiller Sports Complex.

ORGANIZATION: _____

NAME OF REPRESENTATIVE: _____

PHONE: _____ DATE OF REQUEST: _____

PROJECT: _____

PROJECT TIMELINE: _____

CONSIDER PROJECT LABOR & MATERIAL COSTS FOR FIELD USE FEE CREDITS

SIGNATURE OF ORG. REPRESENTATIVE: _____

FOR DISTRICT USE ONLY

PROJECT APPROVED: _____ PROJECT DENIED: _____

MCSD REPRESENTATIVE: _____ DATE: _____

NOTES FROM MCSD: _____

FIELD USE FEE CREDIT GRANTED: YES NO

SIGNATURE OF MCSD REPRESENTATIVE: _____

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

HILLER SPORTS COMPLEX FACILITY USE AGREEMENT

This HILLER SPORTS COMPLEX FACILITY USE AGREEMENT (this “AGREEMENT”), is made and entered into this 1st day of March, 2023, by and between the McKinleyville Community Services District (DISTRICT), a Community Services District formed under the laws of the State of California, and the Mad River Girls Fastpitch Softball Association (ORGANIZATION), a non-profit youth sports organization, reference to the following facts, which are acknowledged as true and correct by each of the parties:

Recitals

- (a) DISTRICT is the owner of Hiller Sports Complex located at 880 Columbus Road in McKinleyville; and
- (b) DISTRICT desires to maximize financial self-sufficiency of the maintenance of Hiller Sports Complex; and
- (c) DISTRICT desires to maximize community access to recreation programs at Hiller Sports Complex; and
- (d) ORGANIZATION desires to offer recreation programs to the community at Hiller Sports Complex; and
- (e) ORGANIZATION proposes to operate recreation programs, in accordance with the terms and conditions of this AGREEMENT, which supersedes all other previous documents; and
- (f) ORGANIZATION and DISTRICT each desire to secure and enter into an AGREEMENT in accordance with the foregoing; and
- (g) The documents which are part of the AGREEMENT, and each of which are incorporated herein by this reference as though full, are the following:
 - 1. Cover Page: Facility Use AGREEMENT
 - 2. Exhibit A: Hiller Sports Complex Map
 - 3. Exhibit B: Article IV – Rules and Regulations
 - 4. Exhibit C: Hiller Sports Complex Master Facility Fee Schedule
 - 5. Exhibit D: Operation & Maintenance Responsibilities
 - 6. Exhibit E: Guidelines for Field Cancellations

7. Exhibit F: "In Kind Work" & Field Modification Request Form

Definitions

As used in this AGREEMENT, the following terms shall have the following definitions:

1. "AGREEMENT" shall mean Hiller Sports Complex Facility Use AGREEMENT.
2. "DISTRICT" shall mean the McKinleyville Community Services District.
3. "ORGANIZATION" shall mean Mad River Girls Fastpitch Softball Association .
4. "Hiller Sports Complex" shall mean the nineteen-acre parcel of property located at 880 Columbus Road on the east side of the entry way into Hiller Park. Such property contains two (2) little league fields, a regulation softball field, a practice softball field, a Senior League baseball field, two collegiate size soccer fields, batting cages, concession stand, restrooms, bleachers, drinking fountains, walkways, and a parking lot.
5. "Park And Recreation Committee" shall be the said committee operating under the jurisdiction of the McKinleyville Community Services District Board of Directors.
6. "Facility Use Request" shall mean all periods of time, including practices, games, assessment days, tournaments, etc., for which a party desires to utilize Hiller Sports Complex and requested via the DISTRICT Hiller Sports Complex Facility Use Reservation Form.
7. "Facility Use Schedule" shall mean the most current schedule for use of Hiller Sports Complex.
8. "Board of Directors" shall mean the five members of the McKinleyville Community Service District Board of Directors.
9. "Parks & Recreation Director" shall mean the individual employed in said position with the McKinleyville Community Services District.
10. "Article IV- Rules and Regulations" shall mean the portion of the document containing the Rules and Regulations of the McKinleyville Community Services District as adopted by the Board of Directors.

NOW, THEREFORE, in consideration of their mutual covenants and promises set forth herein and incorporating the foregoing recitals of fact, the parties hereto agree as follows:

AGREEMENT

Section 1. Facility Development

The DISTRICT and ORGANIZATION agree to collaborate, assist, and support one another and individual efforts in maintaining Hiller Sports Complex.

Section 2. Grant of Field Use

- 2.1 Grant of Use. The DISTRICT grants the ORGANIZATION field use for recreational and sports activities at Hiller Sports Complex. ORGANIZATION shall be responsible for: (a) setup of Hiller Sports Complex for ORGANIZATION's use, unless otherwise specified; (b) storing any equipment following ORGANIZATION's use; and (c) restoring Hiller Sports Complex to the appropriate condition as found prior to ORGANIZATION's use. ORGANIZATION shall not utilize Hiller Sports Complex prior to the start of the contracted time set forth in the most current Facility Use Schedule and shall vacate the playing area by the end of the contracted time set forth in said schedule.
- 2.2 Facility Use Schedule. ORGANIZATION shall provide DISTRICT with ORGANIZATION's most current field use schedule including team names, coaches/managers & names of individuals to contact in the case of game cancellations; list of official representatives of the organization; game, practice, tournament dates and times; and other scheduled use.
- 2.3 Cancellation. Provided cancellation of use by inclement weather or other unforeseen conditions, DISTRICT shall endeavor to make the decision of said cancellation by 3:00 p.m. of the day for which cancellation shall take place.
- 2.4 Additional Field Use Request. Provided cancellation of use by inclement weather or other unforeseen conditions, ORGANIZATION must notify the DISTRICT of said cancellation and request of additional field use (if needed) within twenty-four (24) hours. DISTRICT shall be responsible to administer and coordinate all additional facility use requests provided such requests do not conflict with the most current Facility Use Schedule of other approved users.
- 2.5 Access
DISTRICT shall provide the ORGANIZATION with one (1) set of keys to Hiller Sports Complex. It is the responsibility of the ORGANIZATION to produce copies and issue keys.

Section 3. Scheduling of Facility

- 3.1 Site Development, Management and Scheduling:
All development, scheduling, maintenance, and use of Hiller Sports Complex shall be coordinated with the Parks & Recreation Director.
- 3.2 Facility Use Requests
ORGANIZATION is responsible to submit a District Facility Use Reservation Form to the Parks & Recreation Director. The Parks & Recreation Director

shall compile a draft Facility Use Schedule resulting from such requests. Parties currently having and maintaining an AGREEMENT with DISTRICT shall be designated for priority use when said schedule is drafted. The draft Facility Use Schedule shall delineate any dates and times with facility scheduling conflicts. The Parks & Recreation Director shall be charged with resolving any scheduling conflicts, in his or her discretion.

ORGANIZATION shall have first priority of Softball Field 3 based on schedules submitted in advance to MCSD, from March 15 through June 30, 2023.

3.3 Facility Use Scheduling Protests

ORGANIZATION and those parties granted facility use by the DISTRICT shall retain the right to protest the facility use. For all protests, refer to Section 16: Resolution of Disputes.

Section 4. Operational Standards

4.1 Conduct and Disorderly Persons

ORGANIZATION agrees to uphold and remain in compliance, at all times, with the current rules and regulations of the recreation and park system as established by the DISTRICT and outlined in Article IV of the DISTRICT's Rules and Regulations.

4.2 Staffing

ORGANIZATION agrees to ensure that an official representative(s) of ORGANIZATION shall be present at all times and shall be responsible for overseeing all use at all times on those dates and times for which use of Hiller Sports Complex is being conducted by ORGANIZATION.

4.3 Equipment and Supplies Storage

Storage of ORGANIZATION's equipment at Hiller Sports Complex shall be at the DISTRICT'S approval and at the ORGANIZATION's sole risk, DISTRICT will not warrant security of stored materials. ORGANIZATION shall unilaterally bear all risks of loss, theft, damage and other casualty incidental to using and/or storing equipment at the Hiller Sports Complex, and will indemnify and defend the DISTRICT from and against all losses arising out of using and/or storing equipment at the Hiller Sports Complex.

4.4 Safety

ORGANIZATION agrees to comply with the DISTRICT's established facility use guidelines, as defined in Article IV of the DISTRICT's Rules and Regulations and attached as Exhibit B, and incorporated by reference herein.

4.5 Use of Equipment

ORGANIZATION agrees not to use equipment owned by others and stored at Hiller Sports Complex without first obtaining written approval from the owner of said equipment. A copy of written approval must be provided to the DISTRICT.

ORGANIZATION agrees not to remove or replace equipment provided at Hiller Sports Complex by DISTRICT without the prior written consent of the Parks & Recreation Director.

4.6 Entry by DISTRICT

ORGANIZATION shall permit DISTRICT, and DISTRICT's agents and assigns, at all reasonable times, to enter the premises, for the purposes of inspection, compliance with the terms of this AGREEMENT, exercise of all rights under this AGREEMENT, posting notices, and all other lawful purposes.

4.7 Environmental Sensitivity

ORGANIZATION agrees that all use by ORGANIZATION shall be conducted in a manner within the intended use of Hiller Sports Complex and with respect to the surrounding neighborhood and community. ORGANIZATION shall abide by all rules and regulations established by the DISTRICT stating that the use of pesticides, herbicides and related products at the Hiller Sports Complex and surrounding areas are strictly prohibited.

4.8 Equal Opportunity and Non-Discrimination Clause

ORGANIZATION shall not discriminate in its offering of programs at Hiller Sports Complex and all duties related to such offering on the basis of race, color, national origin, religious creed, ancestry, sex, age, or physical handicap and shall comply with all applicable state and federal statutes and regulations prohibiting discriminatory practices and/or conduct.

DISTRICT has zero tolerance for harassment or any other form of discriminatory behavior, as set forth in this Policy Against Discrimination. The DISTRICT will not tolerate discrimination or harassment based on gender, pregnancy, childbirth (or related medical conditions), race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, family care or medical leave status, military or veteran status, or any other status protected by federal, state, or local law. MCSD requires that all patrons of facilities adhere to MCSD policy. MCSD will respond to any discriminatory behavior in an appropriate manner, including, but not limited to, termination of facility agreement and/or future facility use, reporting to appropriate legal authorities or other appropriate responses. All incidences of discriminatory behavior are to be reported to the MCSD General Manager immediately.

For all communications, both written and electronic, DISTRICT does not tolerate any correspondence that degenerates into improper use. DISTRICT's technology resources are governed by District policies. Under no circumstances may anyone use DISTRICT's technology resources to transmit, receive, or store any information that is discriminatory, harassing, or defamatory in any way, such as sexually explicit or racially disparaging messages, jokes, or cartoons.

4.9 Americans with Disabilities Act Compliance

DISTRICT shall indemnify, defend, and hold harmless ORGANIZATION from any fines or penalties which may be imposed upon it pursuant to the Americans with Disabilities Act as a result of DISTRICT's failure to make any required improvements to the premises as required by the Americans with Disabilities Act.

ORGANIZATION shall be responsible for compliance with any and all requirements of the Americans with Disabilities Act with respect to the operation of recreation programs for which ORGANIZATION is responsible. ORGANIZATION shall indemnify, defend, and hold harmless DISTRICT from and against any and all claims, causes of action, damages, fines and/or penalties pursuant to the Americans with Disabilities Act arising, in whole or in part, as a result of the ORGANIZATION's failure or alleged failure to comply with any requirements of the Americans with Disabilities Act with respect to operation of recreation programs which ORGANIZATION is responsible.

4.10. Compliance with Law

ORGANIZATION and DISTRICT shall comply with and conform to all laws and regulations, state and federal, and any and all requirements and orders of any state or federal board or authority, present or future, in any way relating to the condition or use of Hiller Sports Complex throughout the entire term of this AGREEMENT.

4.11. District Coordination

DISTRICT shall employ a Parks & Recreation Director who shall be the primary contact person with the ORGANIZATION.

Section 5. Prohibited Actions

ORGANIZATION shall not:

- a) Use of Hiller Sports Complex for any purpose other than as authorized in this AGREEMENT and as authorized in the most current Facility Use Schedule; or
- b) Do or permit to be done anything which may interfere with the effectiveness or accessibility of Hiller Sports Complex, nor do or permit to be done anything which may interfere with free access and passage in Hiller Sports Complex or the public areas adjacent thereto, or in the streets or trails adjoining Hiller Sports Complex, or hinder police, fire fighting, or other emergency personnel in the discharge of their duties; or
- c) Interfere with the public's enjoyment and use of Hiller Sports Complex for any purpose which is not essential to public safety; or
- d) Rent, sell, lease, or offer any space for any articles whatsoever within or on Hiller Sports Complex without the written consent of the DISTRICT; or

- e) Place any additional lock of any kind upon any door, cabinet, or storage bin, unless a key therefore is provided to the DISTRICT, and upon expiration or termination of this AGREEMENT; or
- f) Erect, construct, or place any permanent structure upon any portion of the premises without written authorization from DISTRICT; or
- g) Use or allow Hiller Sports Complex to be used for any improper or unlawful purposes or for purposes in violation of Article IV of the McKinleyville Community Services District's Rules and Regulations; or
- h) Allow vehicles access to the concession area via the 10-foot sidewalk driveway access point except for loading and unloading only. The sidewalk driveway area must be kept clear for access to emergency vehicles. All vehicles must park in the parking area.

Section 6. Insurance

6.1. Minimum Scope

ORGANIZATION shall obtain and maintain throughout the term of this AGREEMENT, at ORGANIZATION's cost, comprehensive general public liability insurance issued by insurance carriers acceptable to DISTRICT naming the ORGANIZATION as insured and the DISTRICT as an additional insured against any injuries or damages to persons or property caused by or arising out of ORGANIZATION's occupation and use of Hiller Sports Complex under this AGREEMENT in amounts of not less \$1,000,000.00 for any individual claimant and \$2,000,000.00 per occurrence.

6.2. Proof of Insurance

ORGANIZATION shall cause DISTRICT to be given written notification, prior to the commencement of this AGREEMENT, from the insurance carrier of the existence of such policies and shall provide a certificate of insurance and separate endorsement in the amounts listed in 6.1 prior to the inception of the term which shall provide that coverage provided by the policy shall not be canceled or amended until the DISTRICT is first provided with at least thirty (30) days written notice concerning such cancellation or notice.

Section 7. Hold Harmless, Indemnity and Release Forms

7.1. Hold Harmless and Indemnity

Except for the active negligence or willful misconduct of DISTRICT, ORGANIZATION undertakes and agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless DISTRICT and all its officers, agents, assigns, and employees from and against any and all suits, actions and causes of action, claims, liens, demands, obligations, proceedings, loss or liability of every kind and nature in connection with or arising directly or indirectly out of this AGREEMENT whatsoever and/or

ORGANIZATION's use of the Hiller Park Complex (and surrounding areas), for death or injury to any person including DISTRICT's officers, agents, assigns, and employees, or damage or destruction of any property of either party hereto or of third parties arising out of or in any manner by reason of, or incident to, the performance of this AGREEMENT on part of ORGANIZATION and/or ORGANIZATION's use of the Hiller Park Complex (and surrounding areas), by its officers, agents, assigns, program participants and employees of any tier.

7.2. Participant Liability Release Forms

ORGANIZATION shall provide to DISTRICT a master copy of the liability release form used for ORGANIZATION's program defending, indemnifying, and holding harmless, DISTRICT, its officers, agents, assigns, and employees from and against any and all suits, actions and causes of action, claims, liens, demands, obligations, proceedings, loss or liability of every kind and nature whatsoever, for death or injury to any person including DISTRICT's officers, agents, assigns, and employees, or damage or destruction of any property of either party hereto or of third parties arising out of or in any manner by reason of, or incident to, the program or programs sponsored by ORGANIZATION and conducted at the Hiller Sports Complex.

Section 8. Utilities

8.1. Water

The DISTRICT shall be responsible for all water and sewer related expenses at the site.

8.2. Gas and Electric

ORGANIZATION shall be required to pay a fee based on gas and electrical use for the concession stand, low site lighting, and/or any other type of sporting equipment, which utilizes electricity. This cost will be remitted at the end of the season, based on a percentage of field use.

Section 9. Maintenance

9.1 Ongoing Facility Maintenance

DISTRICT shall provide for all ongoing maintenance of Hiller Sports Complex. ORGANIZATION shall be required to pay a fee based on expenses related to ongoing maintenance as approved by the MCSD Board of Directors. ORGANIZATION may be allowed to decrease their portion of the maintenance fee through the use of in-kind labor or materials that assists with maintenance of the site within the scope of the DISTRICT's maintenance plan or Capital Improvement Plan for the site. Financial credit for approved in kind donation of labor or materials shall be granted only for labor or donations completed for facility maintenance as per the required steps outlined in Exhibit F. Credit shall not be granted for volunteer labor or materials pertaining to field preparation for games. DISTRICT shall assign specific financial value to one volunteer labor hour and or donated materials based on the value of cost

saved in DISTRICT paid labor and/or materials. DISTRICT shall base ORGANIZATION's field use fees on the total financial value of approved in-kind labor and/or materials subtracted from the total financial value of site use. The financial value of in-kind labor or material donations, if in excess of the total field use fee, is not allowed to be placed as a credit toward future facility use.

Should ORGANIZATION perform in-kind labor, all said volunteers must attend a facility maintenance orientation seminar. Designated ORGANIZATION representative must attend a facility maintenance orientation seminar organized and presented by DISTRICT staff. In addition, ORGANIZATION's designated representative must attend facility maintenance meetings as arranged by the DISTRICT.

Furthermore, said volunteers of ORGANIZATION are not to be considered volunteers or employees of DISTRICT.

ORGANIZATION agrees to perform general maintenance of the field site, including but not limited to, field preparation before games, grounds cleanup, restroom cleanup, re-stocking janitorial supplies, general cleanup of the concession stand & parking lot, and trash disposal. These operation and maintenance responsibilities are further explained in Exhibit D, and will not be considered as in-kind labor for the purposes of reducing fees for field and concession use during the period of March 15 through June 20, 2019

9.2. Facility Damages and Repairs

The ORGANIZATION shall be held responsible for all damage or vandalism to District facilities occurring during the ORGANIZATION'S use of the facilities. Upon notification by the DISTRICT, the ORGANIZATION is responsible to repair all damages immediately, or within a schedule approved by the DISTRICT. If ORGANIZATION is unable or unwilling to repair damage immediately, the DISTRICT reserves the right to make the necessary repairs and bill ORGANIZATION for all costs. The ORGANIZATION is responsible to reimburse the DISTRICT within thirty days (30) of presentation of the bill.

Exception: The concession and snack bar area is the sole responsibility of the ORGANIZATION during the entire period of this AGREEMENT. Repair of any and all damage occurring to the concession stand during the AGREEMENT period is the sole responsibility of the ORGANIZATION.

Damaged and unsafe fields shall be unavailable for use until repairs are completed. The assignment of other fields during such time is at the discretion of the DISTRICT.

9.3. Site Improvements

Any ORGANIZATION desiring to perform site improvements must first obtain written approval from the DISTRICT for such improvements and pay for all costs related to approved improvements.

It is understood and agreed between the parties that all installations, additions, and improvements erected or installed at any time at Hiller Sports Complex

during the term of this AGREEMENT shall immediately become the property of and belong to the DISTRICT upon such erection or installation; provided, however, this provision does not apply to participant playing equipment and concession equipment installed and belonging to ORGANIZATION. ORGANIZATION must remove all participant playing equipment and concession equipment prior to the expiration or other termination of this AGREEMENT. Any portion of the premises affected by removal shall be immediately restored and repaired.

Section 10. Purchasing

- 10.1 DISTRICT shall have the responsibility to purchase all grounds maintenance and field preparation supplies needed to maintain Hiller Sports Complex.
- 10.2 ORGANIZATION shall be fully responsible for all expenses related to purchase of all supplies needed to operate the programs including supplies needed for field preparation, should ORGANIZATION choose to prepare fields for their use, and of any supplies needed for operations conducted in the concession stand.

Section 11. Sales

- 11.1. Participant Registration
ORGANIZATION shall be allowed to retain all revenue related to participant registration fees.

DISTRICT shall provide space for applications and flyers provided by ORGANIZATION at DISTRICT's office and at the McKinleyville Activity Center. DISTRICT shall not otherwise register applicants or provide directions regarding ORGANIZATION's program.

ORGANIZATION shall be responsible for promotion and sale of ORGANIZATION's program to customers. Upon provision by ORGANIZATION, DISTRICT shall provide copies of flyers and promotional materials to customers.
- 11.2. Advertising
DISTRICT recognizes the importance of advertising revenue to ORGANIZATION and desires to afford ORGANIZATION opportunities to obtain revenue for support of ORGANIZATION's program. However, ORGANIZATION shall first obtain written permission from DISTRICT and allow DISTRICT to review any such advertising prior to installation, placement, distribution, or maintenance of any type of advertising or AGREEMENT with any other vendor involving promotion or advertising of their products or services on and at Hiller Sports Complex. All such advertising placed in accordance with the aforementioned must be removed upon the conclusion of ORGANIZATION's program at a time agreed to by both parties.

11.3. Concessions

ORGANIZATION shall be allowed to retain all proceeds related to operation of a concession stand during granted facility use hours provided concession use fees are paid in full.

Approval for requests for use of the concession stand by ORGANIZATION will be granted only when said request is concurrent with the most current facility use schedule as approved. ORGANIZATION shall not utilize the concession stand prior to the start of the contracted time set forth in the most current facility use schedule and shall vacate the concession stand by the end of the contracted time set forth in said schedule.

Upon issuance of the most current Facility Use Schedule and concession stand use request approvals, should additional concession stand use be available during scheduled events, those ORGANIZATION's having and maintaining a current AGREEMENT with DISTRICT shall be given priority for additional concession stand use requests. Such requests will be awarded on a first come, first serve basis.

Section 12. Licenses and Permits

- 12.1 ORGANIZATION shall apply for, obtain, and maintain all licenses, permits, and other accreditations required in connection with the management and operation of programs, site improvements as approved per 9.3., and as needed for development of the facility. ORGANIZATION shall be responsible to pay the cost of all such licenses and permits.

Section 13. Unavoidable Delays

- 13.1 The provisions of this Section shall be applicable if there shall occur, during the term of this AGREEMENT, any (a) inability to obtain labor or materials, or reasonable substitutes (other than lack of funds); or (b) acts of God, governmental restrictions, regulations or controls, enemy or hostile government, civil commotion, fire, or other casualty; or (c) other conditions similar to those enumerated in this Section beyond the reasonable control of the party obligated to perform (other than lack of funds). If DISTRICT or ORGANIZATION shall, as the result of any of the above-described events, fail to provide or to perform any obligation on its part under this AGREEMENT, then upon written notification to the other within ten (10) days of such event, such failure shall be excused and not be a breach of this AGREEMENT by the party claiming unavoidable delay, but only to the extent occasioned by such event. Notwithstanding anything contained herein to the contrary, this Section shall not be applicable to the obligation of the DISTRICT or ORGANIZATION to pay any sums, monies, costs, charges, or expenses required paid pursuant to the terms of this AGREEMENT, or to fulfill any hold harmless and/or indemnity obligations created by Section 7.1 or elsewhere in this AGREEMENT.

Section 14. Amendments and Assignments

- 14.1 This AGREEMENT contains the complete and final AGREEMENT between the DISTRICT and the ORGANIZATION. No AGREEMENT or other understanding in any way purporting to modify, add to, or supersede the terms and conditions hereof shall be binding upon either party unless made in writing and duly executed by authorized representatives.
- 14.2 This AGREEMENT may not be assigned or transferred, in whole or in part, by ORGANIZATION without first obtaining the written consent of DISTRICT which may be withheld, for any reason, in the DISTRICT's sole discretion.

Section 15. Taxes

- 15.1 ORGANIZATION shall be solely responsible for the payment when due of any possessory interest or other unsecured tax levied by any governmental authority with respect to the use and occupancy of Hiller Sports Complex by ORGANIZATION.

Section 16. Resolution of Disputes

16.1. Process for Resolution

Any dispute arising under the terms of this AGREEMENT, which is not resolved within a reasonable period of time by authorized representatives of the DISTRICT and the ORGANIZATION shall be brought to the attention of the General Manager (or designated representative) of the DISTRICT and the Board President (or designated representative) of the ORGANIZATION for joint resolution.

If joint resolution of the dispute through these means is pursued without success, ORGANIZATION shall seek to resolve the dispute by filing a written grievance with the General Manager (or designated representative). Upon receipt of a written grievance, the General Manager (or designated representative) shall research and investigate the grievance and set an agenda item for the next DISTRICT Board of Director's meeting. At the meeting, the ORGANIZATION or a representative thereof can appear and be heard. The DISTRICT Board of Directors shall consider the item and act thereon, and may adopt, reject, or amend the recommendation.

If resolution of the dispute as adopted by the DISTRICT Board of Directors is not satisfactory, ORGANIZATION may seek resolution employing whatever remedies exist in law or equity beyond this AGREEMENT. Despite an unresolved dispute, the DISTRICT and ORGANIZATION hereto shall continue without delay to perform its obligations under this AGREEMENT.

In the event of any breach or violation of this AGREEMENT by ORGANIZATION, the DISTRICT may employ whatever remedies that exist in law or equity to enforce this AGREEMENT, without resorting to the dispute resolution protocol described above.

16.2. Attorney's Fees

In the event of any litigation arising between the parties regarding the terms of this AGREEMENT, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to other relief provided by law.

Section 17. Notices

17.1 Any notice, demand, or communication under, or in connection with, this AGREEMENT, may be served upon DISTRICT by personal service, or by mailing the same by certified mail in the United States Post Office, postage prepaid, and directed to the DISTRICT as follows:

General Manager
McKinleyville Community Services District
P.O. Box 2037
McKinleyville, CA 95519

and may likewise be served on ORGANIZATION by personal service or by so mailing the same addressed to ORGANIZATION as follows:

Mad River Girls Fastpitch Softball
P.O. Box 4361
Arcata, CA 95518

Either DISTRICT or ORGANIZATION may change such address by notifying the other party in writing as to such new address as DISTRICT or ORGANIZATION may desire to be used and which address shall continue as the address until further written notice.

Section 18. Compensation

18.1. Funding for Facility Development

Should ORGANIZATION grant DISTRICT monies for development in an amount of more than \$5,000, said monies shall be dedicated to the development of facilities illustrated in Parks & Recreation Master Plan, which would fulfill the needs of ORGANIZATION. Monies granted by ORGANIZATION for development in amount less than \$5,000 shall be dedicated to the general overall development of facilities illustrated in Parks & Recreation Master Plan.

18.2. Facility Use and Additional Fees

ORGANIZATION shall pay DISTRICT fees in accordance to Hiller Sports Complex Master Facility Fee Schedule as adopted by the Board of Directors and outlined in Exhibit C.

ORGANIZATION agrees to pay a Cleaning/Damage deposit in the amount of \$1,500.00 to MCSD for the use of Hiller Sports Complex. MCSD may use the Cleaning/Damage deposit for reimbursement of any costs related to additional cleaning requirements, additional turf maintenance, and/or field & turf

damages during the use of ORGANIZATION (see Exhibit D). This deposit must be paid in full prior to the start of the season.

ORGANIZATION is responsible for the cost for propane use, PG&E and the cost to change the locks at the end of each season. This cost will be remitted at the end of the season, based on a percentage of field use.

In the event DISTRICT shall provide maintenance at the expense of ORGANIZATION, or the DISTRICT is required to respond to a call-out at a time outside the DISTRICT'S regular business hours, the ORGANIZATION agrees to reimburse the DISTRICT according to the following rates:

Labor:	\$45.00/hour
Mower:	\$25.00/hour
Utility Vehicle:	\$35.00/hour
Tractor:	\$40.00/hour
Backhoe:	\$70.00/hour
Dump Truck:	\$50.00/hour
Boom Truck:	\$85.00/hour
Call out Fee	\$150 per occurrence + labor cost if time spent exceeds 2 hours

18.3. Delinquent Payment

In the event ORGANIZATION shall be delinquent by more than fifteen (15) days in the payment of any sums due under the terms of section 18.2, DISTRICT shall cancel all future scheduled and yet to be scheduled use of DISTRICT-owned facilities until past due payments are paid in full.

Section 19. Law Governing

This AGREEMENT shall be governed exclusively by the provisions hereof and by the laws of the State of California.

Section 20. Term

20.1. Term and Extensions

Subject to the provisions of this AGREEMENT, the term of this AGREEMENT shall commence on the date herein and shall continue through and including the 30th day of July 2022

Opportunities shall be granted for ORGANIZATION and DISTRICT to review this AGREEMENT on a yearly basis to enact amendments and assignments to AGREEMENT as provided in Section 14 of this AGREEMENT. Any proposed amendments and assignments may be refused by ORGANIZATION or DISTRICT at said parties own discretion.

20.2. Termination by DISTRICT

Notwithstanding the foregoing, DISTRICT, in the case of ORGANIZATION breaches, may terminate this AGREEMENT, with thirty (30) days notification, by giving the ORGANIZATION written notice of any material breach under this AGREEMENT, if:

- a) said breach is curable by the payment of money and remains uncured thirty (30) days after said notice; or
- b) said breach is not curable by the payment of money but is otherwise curable within thirty (30) days after said notice and remains uncured after said thirty (30) days; or
- c) said breach is neither curable by the payment of money nor otherwise reasonably curable within thirty (30) days after said notice and ORGANIZATION fails both to commence said cure within said thirty (30) days and to prosecute diligently said cure to completion thereafter; or
- d) ORGANIZATION files a voluntary petition in bankruptcy or insolvency or otherwise seeks relief as a debtor, or, if an involuntary petition therefore is filed against ORGANIZATION and such petition is not dismissed within ninety (90) days; or
- e) ORGANIZATION fails to remain in compliance with any and all terms of this AGREEMENT; or
- f) ORGANIZATION shall disband.

In the event this AGREEMENT is so terminated, it shall be lawful for DISTRICT immediately hereafter to remove all persons and property from the premises.

20.3. Termination by ORGANIZATION

Notwithstanding the foregoing, ORGANIZATION, in the case of DISTRICT breaches, may terminate this AGREEMENT by giving the DISTRICT written notice of any material breach under this AGREEMENT, if:

- a) said breach is curable by the payment of money and remains uncured thirty (30) days after said notice; or
- b) said breach is not curable by the payment of money but is otherwise curable within thirty (30) days after said notice and remains uncured after said thirty (30) days; or
- c) said breach is neither curable by the payment of money nor otherwise reasonably curable within thirty (30) days after said notice and DISTRICT fails both to commence said cure within said thirty (30) days and to prosecute diligently said cure to completion thereafter; or
- d) DISTRICT fails to remain in compliance with any and all terms of this AGREEMENT.

20.4. Disposition of Certain Property

ORGANIZATION hereby acknowledges and agrees that any and all equipment and all DISTRICT purchased equipment and materials used in connection with Hiller Sports Complex shall remain the property of the DISTRICT, and ORGANIZATION acknowledges that it shall not be entitled to remove such

property from Hiller Sports Complex upon the expiration or termination of this AGREEMENT, regardless of reason.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the day and year as written herein.

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

Gregory P. Orsini, President of the Board of Directors

ATTEST: _____
April Sousa, Secretary to the Board of Directors

Mad River Girls Fastpitch Softball Association

President of Mad River Girls Fastpitch Softball Association

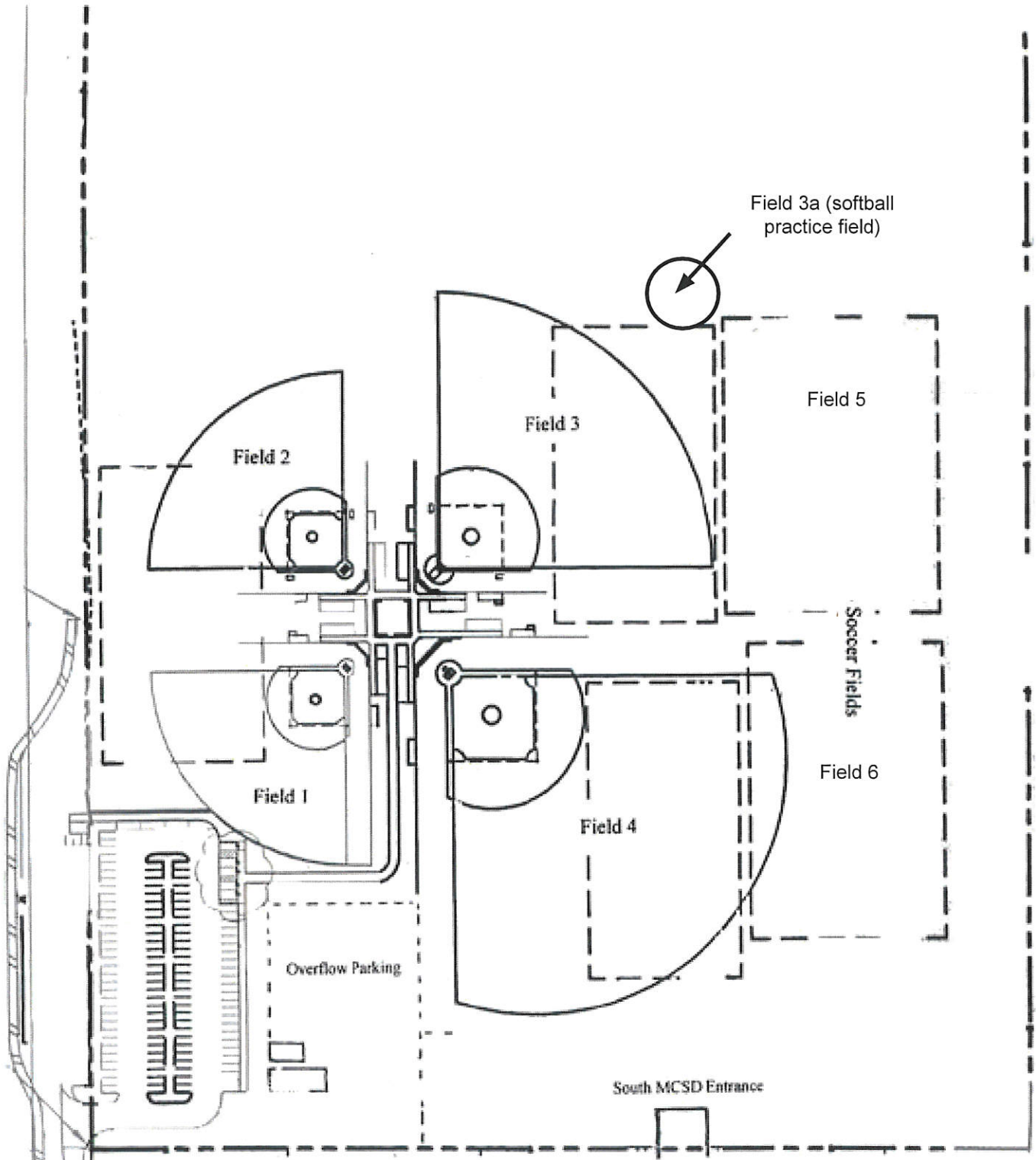
DRAFT

The Facility Use AGREEMENT Checklist

Please note: This contract is not considered complete until the user ORGANIZATION submits the following information to MCSD.

<u>Item:</u>	<u>Completed:</u>	<u>Date:</u>
Completed District Facility Use Form		
League Schedule		
Tournament Schedule (if applicable)		
Practice Schedule		
Proof of Insurance		
Phone List of Managers and Board Members		
Facility (emergency) Cell Phone #		
All Other Field Usage Requests		
Coach/Manager Contact Information		
Organization Liability Release Form		

McKINLEYVILLE COMMUNITY SERVICES DISTRICT
Hiller Sports Complex - Site Map



ARTICLE IV - PARKS AND RECREATION

REGULATION 40 - RECREATION AND PARKS ADVISORY COMMITTEE

Rule 40.01. MEMBERSHIP - the McKinleyville Community Services District Parks and Recreation Committee shall consist of eleven (11) members and two (2) alternate members who shall serve without compensation selected as follows:

- (a) One (1) non-voting member shall be a member of the District Board.
- (b) The remaining ten (10) members will be regular voting members. Of the ten (10) regular voting members, one (1) will be a member of the McKinleyville Area Fund Board of Directors nominated by the McKinleyville Area Fund Board of Directors.
- (c) When possible two (2) of the ten (10) regular voting members shall be High School students, nominated by the McKinleyville High School Principal.
- (d) The two (2) alternate members will not become voting members unless a regular voting member is absent. In the event that both alternates are present when only one regular member is absent, the alternates will decide upon which of the two (2) will fill the absent chair by a mutually agreed upon method. In the event the alternates cannot determine a method of decision, the committee chair will choose an appropriate decision-making method.
- (e) All members of the Parks and Recreation Committee will represent to the extent possible various recreational and outdoor interests of the community including but not limited to business, environmental, equestrian, sports, seniors, trails and youth. Recommendations for appointment may be made by the then current members of the committee.
- (f) Any citizen, residing in the service area of the McKinleyville Community Services District may apply to the District Board for appointment to fill vacant seats on the Parks and Recreation Committee.

Rule 40.02. APPOINTMENT - the committee members shall be appointed as follows:

- (a) The Board of Directors shall announce each vacancy and shall state they are seeking applicants, setting forth the qualifications, if any required.
- (b) The Board of Directors shall interview each applicant, after which a majority of the Board of Directors, may select the most qualified to fill the vacancy.

Rule 40.03. MEMBER QUALIFICATIONS - all members, other than the high school member, shall be resident electors of the McKinleyville Community Services District; the student members shall be a resident of McKinleyville. No members of the Parks and Recreation Committee shall be a family member or related to a full-time MCS D employee.

Rule 40.04. TERMS OF OFFICE -the committee members shall serve terms as follows:

- (a) Appointment of District Board Members shall be for a term of one (1) year. Such member shall be a non-voting member.
- (b) Appointment of the McKinleyville Area Fund member and non-student community members shall be for a term of four (4) years. The term for student members shall be up to 4 years, limited by their High School graduation date.

- (c) Terms of the other non-Board of Director committee members shall be staggered so that no more than two (2) terms shall expire in any given year.
- (d) The annual expiration date of appointment shall be January 31st.

Rule 40.05. REMOVAL - members of the Committee may be removed by a majority vote of the District Board of Directors.

Rule 40.06. ABSENCES - if any member of the Committee is absent without prior notification to the Recreation Director for three (3) regular consecutive meetings, the Recreation Director shall certify that fact to the Board of Directors and the Board of Directors shall thereafter declare the position on the Committee to be vacant and proceed to fill the position by appointment.

Rule 40.07. ELECTION OF OFFICERS - the Committee shall, as soon as is practical, after the time of the annual appointment of a member or members to such Committee, elect its' officers. No member shall hold the same office for more than two (2) consecutive years.

Rule 40.08. OFFICERS - the Committee shall elect a Chairperson and Vice-Chairperson from among its members.

Rule 40.09. MEETINGS - the Committee shall hold regularly scheduled meetings in the Board of Directors Chambers of the District Office, or at such other place within the District as may be designated by the Committee and may hold such additional meetings as it may deem necessary or expedient. All meetings must be noticed in compliance with state and federal laws.

Rule 40.10. TIME/LOCATION OF MEETINGS - the time of the regular meetings shall be as established from time to time by the committee members.

Rule 40.11. QUORUM - a majority of the Committee shall constitute a quorum for the purpose of transacting business of the Committee.

Rule 40.12. RECORDS - written records of all the proceedings, findings, determinations and transactions of the Committee shall be kept, which record shall be a public record and a copy of which record shall be filed with the District Secretary.

Rule 40.13. POWERS AND DUTIES - the Parks and Recreation Committee shall have the following powers and duties:

- (a) To serve in an advisory capacity to the Board of Directors and District Staff in all matters pertaining to public recreation, parks, open spaces, natural resources and their respective facilities;
- (b) To make recommendations to the Board of Directors and District Staff with respect to the provisions of the annual budget for recreation and parks purposes;
- (c) To recommend to the Board of Directors acceptance or rejection of offers of donations of money, personal property and real property to be used for open space, recreation, resource management, and parks purposes;
- (d) To recommend to the Board of Directors a comprehensive recreation, park, and open space management services program for the inhabitants of the District, to promote and stimulate

- public interest therein, and to solicit to the fullest extent the cooperation of school authorities and other public and private agencies interested therein;
- (e) To recommend for adoption by the Board of Directors rules and regulations for the use and improvement of the District's recreation services and parks and their respective facilities;
 - (f) To recommend to the Board of Directors and District staff policies for the acquisition, development and improvement of recreation, parks and open space areas; and
 - (g) To perform such other duties relating to recreation and park matters as may be prescribed by the Board of Directors.

REGULATION 41 - RECREATION AND PARK SYSTEM

Rule 41.01. INJURY TO OR MISUSE OF RECREATION AND PARKS SYSTEM PROPERTY - NO PERSON SHALL:

- (a) Willfully mark, deface, injure, tamper with, or displace or remove any buildings, bridges, tables, benches, fireplaces, railings, bleachers, ball fields, water lines, paving or paving materials or other public utilities or parts thereof, signs, notices or placards, whether temporary or permanent, monuments, stakes, posts or other boundary markers, or other structures or equipment, or recreation and parks system property or appurtenances whatsoever, either real or personal.
- (b) Litter, soil or defile buildings, structures, grounds, equipment or other recreation and parks system property or appurtenances whatsoever. Trash, litter and other debris must be deposited into the proper receptacles.
- (c) Remove any soil, rock, stones, turf, trees, shrubs, or plants, down timber or other wood or materials or make any excavations by tool, equipment or any other means or agency.
- (d) Construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public utility into, upon or across such land except by District permit.
- (e) Trespass upon any area where prohibited.
- (f) Hunt, molest, or otherwise harm wildlife and plant life within the recreation and parks system.
- (g) Announce, advertise or call the public attention in any way to any article or service for sale or hire, except by District permit.
- (h) Paste, glue, tack or otherwise post any sign, placard, advertisement, or inscription whatever, nor shall any person erect or cause to be erected any sign whatever within the recreation and parks system without permission from the District.
- (i) Use any system for amplifying sounds, whether for speech or music or otherwise within the recreation and parks system unless a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit is first secured from the District.
- (j) Discharge any weapon of any type within the recreation and park system boundaries for any reason.
- (k) Make fires of any type for any reason in any area that is not properly equipped and designated to contain a fire.
- (l) Use model rockets and remote control model airplanes in McKinleyville Parks and Open Space without prior written approval from the District's General Manager.

Rule 41.02. POLLUTING WATERS OR DUMPING REFUSE PROHIBITED - NO PERSON

SHALL:

- (a) Throw, discharge, or otherwise place or cause to be placed in the waters of any fountain, pond, stream or any other body of water in or adjacent to any component of the recreation and park system or any tributary, stream, storm sewer or drain flowing into such waters any substance, matter or things, liquid or solid, which will or may result in the pollution of said waters.
- (b) Dump, deposit, or leave any trash not created within the boundaries of the recreation and park system.

Rule 41.03. OPERATION OF MOTORIZED VEHICLES--PROHIBITED ACTS - NO PERSON

SHALL:

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

Rule 41.04. OPERATION OF NON-MOTORIZED VEHICLES--PROHIBITED ACTS - NO

PERSON SHALL:

- (a) Non-motorized vehicles shall be defined as any form of transportation in which human or gravitational energy powers the source of transportation. Examples of such transportation are defined as bicycles, skateboards, roller blades, roller skates, etc.
- (b) Fail to comply with all applicable provisions of the Vehicle Code of the State of California in regard to equipment and operation of non-motorized vehicles together with such regulations as are contained in this ordinance.
- (c) Fail to obey all law enforcement officers and District employees who are hereafter authorized and instructed to require persons within the boundaries of the recreation and park system to adhere to the provisions of these regulations.
- (d) Fail to observe carefully all traffic signs, parking signs, and all other signs posted for the proper control of traffic and to safe guard life and property.
- (e) Operate non-motorized vehicles on any sidewalks, on pathways designated for pedestrian traffic only, and within turf and landscaped areas.

Rule 41.05. CONDUCT - ALCOHOLIC BEVERAGES

- (a) Patrons may use alcoholic beverages with meals in designated areas at recreation and parks system facilities, provided a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit have been secured and provided they conduct themselves in an orderly manner;
- (b) Alcoholic beverages may be served or may be sold by permit only at designated recreation and parks system facilities where sales are not prohibited and provided a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit have been secured;

- (c) No person shall be under the influence of intoxicating substances as provided in Section 647 (f) of the California Penal Code;
- (d) The District may withdraw the privilege to use alcoholic beverages at anytime if the rules and regulations as are contained in this ordinance are not abided by;
- (e) Use of intoxicating substances other than alcohol is prohibited.

Rule 41.06. PETS - pets may be off leash at outdoor facilities in designated areas and facilities only and must be under voice control at all times. Animal owners are responsible for removal of animal excrement from the facility.

Rule 41.07. OVERNIGHT USE PROHIBITED - there is to be no camping or loitering on the grounds or in public buildings or structures between sunset and sunrise unless a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit are first obtained from the District.

Rule 41.08. FIRES - fires will be allowed on grounds only in those areas equipped with District provided equipment designated for the containment of fires.

REGULATION 42 - OPERATION OF PIERSON PARK

Rule 42.01. GAZEBO BARBECUE COMPLEX - the gazebo barbecue complex is defined as the area encompassed by the gazebo located in the central portion of the park. Individuals or organizations desiring organized use of any portion of the gazebo barbecue complex for an organized function may do so by obtaining a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit only..

Rule 42.02. HORSESHOE PITS - the public may use the horseshoe pits on a first come basis. Any individual or organization desiring to use the horseshoe pits for an organized function may do so by obtaining a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit only.

Rule 42.03. WESTERLY PICNIC TABLES/BARBECUES - the public may use the picnic tables and barbecues located along the western park perimeter on a first-come basis only.

Rule 42.04. PICNIC PAVILION AND BARBECUE - the picnic pavilion is defined as the large covered picnic area to the west of the playground and east of the horseshoe pits. Individuals or organizations desiring organized use of any portion of the picnic pavilion and barbecue may do so by obtaining a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit only.

Rule 42.05. OVERNIGHT USE PROHIBITED - there is to be no camping or loitering on the park grounds or structures between sunset and sunrise unless a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit are first obtained from the District.

Rule 42.06. FIRES - fires will be allowed on grounds only in those areas equipped with District provided equipment designated and in portable barbecues designated for the containment of fires.

Rule 42.07. PETS - the designated off leash area is defined as the area of the park east of Azalea Hall's Hewitt Room and north of the gazebo. Horses are not allowed.

REGULATION 43 - OPERATION OF HILLER PARK

Rule 43.01. PICNIC AREA USE - the picnic area is defined as the area of the park east of the western perimeter of the volleyball court. Individuals or organizations desiring organized use of any portion of the picnic area in Hiller Park for the purpose of holding organized functions may do so by obtaining a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit only.

Rule 43.02. PETS - the designated off leash area is defined as the area of the park west of the westerly perimeter of the volleyball court. Horses are prohibited in the picnic area.

Rule 43.03. FIRES - fires will be allowed on grounds only in those areas equipped with District provided equipment designated and in portable barbecues designed for the containment of fires.

Rule 43.04. OVERNIGHT USE PROHIBITED - there is to be no camping or loitering on the park grounds or structures between sunset and sunrise unless a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit are first obtained from the District.

REGULATION 44 - OPERATION OF LARISSA PARK

Rule 44.01. PETS - pets must be on leash at all times.

REGULATION 45 - PERMITS, FEES AND DEPOSITS

Rule 45.01. FACILITY USAGE PERMITS REQUIRED - a valid facility usage permit is required for individuals or organizations to use any indoor facility or any outdoor facility for organized functions, to use any system for amplifying sounds, or to sell or serve alcoholic beverages at an organized function.

Rule 45.01.a. PERMIT TYPE DEFINITIONS - the District shall issue permits based on the following definition of use:

- (a) A "Special Event" shall be defined as use deemed to be non-programmatic with estimated attendance of less than 500 persons and no more than posted capacities at indoor facilities; for which off road and facility parking space is adequate; for which street closures are not required; and for which cancellation of approved vendor programs is not required.
- (b) A "Large Scale Community Event" shall be defined as use deemed to be non-programmatic with estimated attendance of more than 500 persons but no more than posted capacities at indoor facilities or for which off-road and facility parking space is adequate; or for which street closures may be required; or for which cancellation of an approved vendor program is required.

(c) A "Vendor Contract" shall be defined as use by those individuals approved by the District Board of Directors, offering ongoing programs on a regular basis for no more than twelve months.

Rule 45.02. FACILITY USAGE PERMIT PROCESS - any individuals or organizations seeking issuance of a facility usage permit hereunder shall file a request for permit to use District facilities on the appropriate reservation form provided by the District. All requests must be filed with the District along with the required facility usage deposit, usage fees, proof of appropriate insurance coverage, and fees for other services at least (10) working days prior to the actual event date. The Recreation Director, under direction of the Board, may impose additional conditions for approval.

Rule 45.03. FACILITY USAGE FEES - facility usage fees, as established and adopted by the District Board shall be charged for and must accompany each facility usage permit request required hereunder for said facility usage permit request to be fully and properly executed by the District.

Rule 45.03.a. FEE STRUCTURE DEFINITIONS - the District shall identify the following fee structure definitions when charging customers for use of facilities:

- (a) A "Non-Profit Group" shall be defined as any group or organization which can supply proof of non-profit status via the Internal Revenue Service code. Other Governmental entities shall be considered as falling within the guidelines of this definition.
- (b) A "Vendor" shall be defined as an individual or organization, approved by the District Board of Directors that has a fully executed vendor contract for use of District facilities.
- (c) A "Private Citizen/Business" shall be defined as other potential users not fitting within the "non-profit group" or "vendor" definition.
- (d) A "Commercial Event" shall be defined as an event being held for the purpose of private financial gain for an individual or organization.
- (e) An "Event Host" shall be defined as a District employee who has received training regarding use of District facilities for outside events. Event hosts are required for all events except those taking place at Azalea Hall concurrently with McKinleyville Senior Center events or at District facilities for those events sponsored by a District approved vendor.
- (f) The "All Day Rate" shall be defined as a fee charged specifically for use of the Hewitt Room at Azalea Hall and which includes access to the facility for a maximum of twelve continuous hours.
- (g) The "Half-Day Rate" shall be defined as a fee charged specifically for use of the Hewitt Room at Azalea Hall and which includes access to the facility for a maximum of six continuous hours.
- (h) The "Off-Peak Use Discount" shall be defined as a 25% discount on hourly rates only which can be applied to the following facilities and hours only: Activity Center-Monday through Friday before 3:00p.m; Azalea Hall-Sundays and Monday through Thursday after 4:00p.m.

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

ACTIVITY CENTER

Non-Profit Groups/Vendors	\$37.75/hour
Private Citizen/Business	\$53.50/hour

AZALEA HALL-ENTIRE FACILITY

Non-Profit Groups/Vendors	\$66.00/hour
Private Citizen/Business	\$87.75/hour

AZALEA HALL-HEWITT ROOM

Non-Profit Groups/Vendors	\$51.75/hour
Private Citizen/Business	\$64.00/hour
All Day Rate	\$535.00
Half Day Rate	\$324.00

AZALEA HALL-MEETING ROOM

Non-Profit Groups/Vendors	\$18.75/hour
Private Citizen/Business	\$25.25/hour

AZALEA HALL-KITCHEN

All Users	\$18.75/hour
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LIBRARY CONFERENCE ROOM

Non-Profit Groups/Vendors	\$28.00/hour
Private Citizen/Business	\$31.00/hour

TEEN CENTER-ENTIRE FACILITY

Non-Profit/Vendors	\$71.50/hour
Private Citizen/Business	\$88.75/hour
All Day (12 hr) Rate	\$933.00
Half Day (6 hr) Rate	\$484.50

TEEN CENTER-MULTI PURPOSE ROOM

Non-Profit/Vendors	\$40.50/hour
Private Citizen Business	\$49.75/hour

TEEN CENTER-MUSIC ROOM

Non-Profit/Vendors	\$26.25/hour
Private Citizen Business	\$33.25/hour
<u>All Day (8 hr) Rate *weekends only</u>	<u>\$216.00</u>

TEEN CENTER-KITCHEN

Private Citizen/Single Use	\$37.00/hour
Non-Profit/Vendor	\$28.00/hour

PARKS

Gazebo Picnic Area	\$56.75/4 hrs
Picnic Pavilion	\$111.00/4 hrs
Special Event	\$169.25/day
*Commercial Events	\$273.25/day

*Requires Facility Host @ \$36.25 per hour unless overtime wages apply

SPECIAL EVENT SERVICES

Event Staff	\$19.00/hour
Event Setup	
Events with less than 100 persons	\$88.75
Events with 101-200 persons	\$124.00
Events with more than 200 persons	\$155.00
<u>Event Cleanup</u>	
Events with less than 100 persons	\$155.00
Events with 101-200 persons	\$185.50
Events with more than 200 persons	\$227.50

Rule 45.03.c. EVENT SERVICES FEES - the District shall charge a fee of \$19 per hour for an event host for those events requiring such a host. The minimum charge shall be two hours. Other events service fees shall be determined each year and are based on the direct expense associated with providing said service. Such event fees shall be established and adopted by the Board.

Rule 45.03.d. RECREATION PROGRAM FEES - the District shall charge participants program fees based on the direct expenses associated with each individual program. Program fees shall be determined each year and as programs are added to the Department's current services index. Program fees shall be adopted by the Board within two months of the inception or change of fees.

Rule 45.04. DEPOSIT - a facility usage deposit, as established and adopted by the District Board must accompany each facility usage permit request for any facility usage permit required hereunder. The facility usage deposit shall be refunded to the applicant within fifteen working days if the facility is restored to pre-use conditions. If District clean-up is required to restore the facility to pre-use conditions or damage is noted to the facility, any refund will be less the expense associated with returning the facility to pre-use conditions.

Rule 45.04.a. FACILITY USE DEPOSIT FEES - the District shall charge a \$100 deposit for events which qualify and are defined as special events. The District shall charge a \$200 deposit for events which qualify and are defined as large-scale community events.

Rule 45.05. INSURANCE - a facility usage permit request shall not be considered fully executed unless the individual or organization seeking issuance of a facility usage permit obtains and furnishes liability coverage for the event which is acceptable to the District. The Recreation Director may impose additional conditions for approval.

Rule 45.06. PERMITS FOR USE OF FACILITIES - the District shall only grant a facility usage permit for organized use of a facility when each of the following findings can be made:

- (a) The requested area of the recreation and parks system for which the facility is located within is available during the period for which the facility usage permit is requested;
- (b) The expected attendance does not exceed the capacity of the facility or area.
- (c) The use for which the facility usage permit is sought complies with the use established for the facility or area requested.

Rule 45.07. USE OF SOUND AMPLIFICATION SYSTEM - the District shall only grant permission for use of any sound amplification system when each of the following findings can be made:

- (a) The individual or organization seeking permission for use of a sound amplification system must file, with the District, a facility usage permit request for the facility in which use of the sound amplification system is requested.
- (b) The sound amplification system proposed will not unduly inconvenience or disturb neighboring properties or other recreation and parks system facility users.
- (c) The maximum noise from use of the sound amplification system complies with Humboldt County's Noise Regulations.
- (d) The use for which permission is sought complies with the use established for the facility or area requested.

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

- (a) A District supervisor will be assigned to be present throughout the event.

Rule 45.08. SALE OR SERVICE OF ALCOHOLIC BEVERAGES - the District shall only grant permission for sale or service of alcoholic beverages when each of the following findings can be made:

- (a) The individual or organization seeking permission for sale or service of alcoholic beverages must file, with the District, a facility usage permit request for the facility in which the sale of alcoholic beverages is requested;
- (b) If applicable, the individual or organization seeking permission has a valid permit from the Alcohol Beverages Commission to sell alcohol;
- (c) If applicable, the individual or organization seeking permission has secured outside security services;
- (d) The use for which permission is sought complies with the use established for the facility or area requested.

For those events at which alcohol is served or sold, the following requirements shall also be required:

- (a) A District supervisor will be assigned to be present throughout the event;
- (b) Facilities will not be rented for events at which the consumption of alcoholic beverages will be a principal activity.

The Recreation Director has the authority to impose additional conditions as a requirement for issuance of a fully executed Special Event Reservation Form and Permit or Community Event Reservation Application and Permit.

Rule 45.09. USE OF DISTRICT-OWNED EQUIPMENT - the District shall make available to individuals or organizations recreation-related equipment, which can be utilized for outdoor use. District shall only grant permission for use of District-owned equipment when each of the following findings can be made:

- (a) The individual or organization seeking permission for use of District-owned equipment must be requesting said equipment in conjunction with an event at a District facility which is being sponsored by the individual or organization;
- (b) The Individual or organization must file, with the District, a facility usage permit request for the facility in which the equipment will be utilized;

- (c) The requested equipment is available during the period for which use of the equipment is requested;
- (d) The individual or organization requesting use of MCSD-owned equipment furnishes the District with appropriate liability coverage.

Rule 45.10. APPEALS - an appeal of the action of District staff on any Facility Use Permit pursuant to this regulation must be in writing and filed by or on behalf of the individual or organization seeking the facility usage permit, within (10) days after the action of District staff on the facility usage permit request. The appeal shall set forth in detail the factual and legal basis of the appeal. The Board of Directors shall consider and act on the appeal within forty-five (45) days after the appeal is filed. The individual or organization filing the appeal shall be entitled to submit oral or written evidence to the Board in support of the appeal. Action of the Board of Directors on the appeal shall be final.

REGULATION 46 - ENFORCEMENT

Rule 46.01. VIOLATIONS - any violation of these rules and regulations relating to the use of District facilities located within the recreation and parks system is a misdemeanor, punishable by law.

REGULATION 47 - HILLER SPORTS SITE DEVELOPMENT, MANAGEMENT AND SCHEDULING COMMITTEE

Rule 47.01. MEMBERSHIP - the McKinleyville Community Services District Hiller Sports Site Development, Management and Scheduling Committee shall consist of members described below whom shall serve without compensation selected as follows:

- (a) Committee size shall be determined by the number of local sports organizations having and maintaining a current Hiller Sports Site Development, Funding, Maintenance, and Use Agreement with District who nominate a member to the Committee and an additional member shall be from the District's Park and Recreation Committee and an additional member shall be appointed to the Committee by the Board which member shall be of the general public.

Rule 47.02. APPOINTMENT - the committee members shall be appointed as follows:

- (a) All local sports organizations with a valid and current IRS non-profit identification number and who have and maintain a current Hiller Sports Site Development, Funding, Maintenance and Use Agreement with District are invited to nominate one member and one alternate member to the Committee. Such nominations shall be made in writing to the Director of Parks and Recreation. Recommendations for appointment shall be made by the Committee to the Park and Recreation Committee who shall in turn recommend nominees to the District's Board of Directors. Appointment shall be made by the District's Board of Directors.
- (b) One member shall be a member of the Park and Recreation Committee. Recommendations for appointment shall be made by the Park and Recreation Committee. Appointment shall be made by the District's Board of Directors.

- (c) One member shall be a member of the general public who is a resident elector of the District and who shall hold no official office with any local sports organization desiring to offer programs at the Hiller Sports Site. Such member shall be nominated by the Committee who shall forward a recommendation to the Recreation Advisory Committee who shall in turn forward a recommendation to the District's Board of Directors. Appointment shall be made by the District's Board of Directors.

Rule 47.03. MEMBER QUALIFICATIONS - each member shall meet one of the criteria named above in Rule 47.02.

Rule 47.04. TERMS OF OFFICE - the Committee members shall serve terms as follows:

- (a) Appointment of the Recreation Advisory Committee member representative of Committee and member of the general public to the Committee shall be for a term of two (2) years. Such members may be re-appointed to successive terms.
- (b) Terms of other members shall be for a term of one (1) year. Such members may be re-appointed to successive terms.
- (c) The annual expiration date of each term shall be January 31st.

Rule 47.05. REMOVAL - members of the Committee may be removed by a majority vote of the District Board of Directors.

Rule 47.06. ABSENCES - if any member of the Committee is absent without prior notification to the Director of Parks and Recreation for two (2) regular consecutive meetings, the Director of Parks and Recreation shall certify that fact to the organization for whom the individual is a representative and to the District's Board of Directors. The District's Board of Directors shall thereafter declare the position on the Committee to be vacant and proceed to fill the position as outlined in 47.02. Should the vacated position have a designated alternate, said alternate shall be appointed to full membership status. The organization of which the alternate is a member shall be authorized to nominate a designated alternate.

Rule 47.07. ELECTION OF OFFICERS - the Committee shall, as soon as practicable, after the time of the annual appointment of a member or members to such Committee, elect its' officers. No member shall hold the same office for more than two (2) consecutive years.

Rule 47.08. OFFICERS - the member of the Committee who is a representative of the District's Recreation Advisory Committee shall be designated as Chairperson of the Committee. The member of the Committee who is a representative of the general public shall be designated as Vice-Chairperson.

Rule 47.09. RECORDS - written records of all proceedings, findings, determinations, and transactions shall be kept, which record shall be a public record and a copy of which record shall be filed with the District's secretary.

Rule 47.10. POWERS AND DUTIES - the Committee shall have the power and duty to serve in an advisory capacity to the District's Park and Recreation Committee and the Board of Directors in all matters pertaining to the development, scheduling, maintenance, and use of the Hiller Sports site.

REGULATION 48 – COMMUNITY FOREST

RULE 48.01. ACQUISITION OF LAND – The McKinleyville Community Services District has the authority to acquire land to support future community forest operations, including non-contiguous properties.

RULE 48.02. FORMATION OF COMMUNITY FOREST COMMITTEE – the Board of Directors authorizes the formation of a Community Forest Committee to provide the Board of Directors and staff with recommendations regarding the use, management and operation of the community forest.

RULE 48.03. COMMUNITY FOREST USE AND GUIDELINES – the guidelines and regulations for the use, operation, management, budgeting, watershed and environmental protection, forest management planning and practices, trail management and planning, and other uses of the community forest will be established by either existing or new Ordinance and will be consistent with other MCSD Recreation and Park System operations and regulations.

**MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
Hiller Sports Site Master Facility Fee Schedule**

Facility Use Fees

<u>Turf Field Use</u>	\$32/hour per field
<u>Turf Field Use (Youth Sport Org)</u>	\$16/hour per field
<u>Baseball Field Use</u>	\$32/hour per field
<u>Baseball Field Use (Youth Sport Org)</u>	\$16/hour per field
<u>Softball Field Use</u>	\$32/hour per field
<u>Softball Field Use (Youth Sport Org)</u>	\$16/hour per field

Tournament Use

25% reduction from regular hourly rates. Tournaments must have a minimum of 4 teams and 8 hours of continuous play per day.

Additional Fees

<u>Field Preparation- Ballfields</u>	\$45/hour per field
<u>Field Preparation- Turf Areas</u>	\$45/hour per field
<u>Concession Stand Use- Regular weekdays</u>	\$15/day
<u>Concession Stand Use- Regular weekends</u>	\$25/day
<u>Concession Stand Use-Youth Sport Season</u>	\$165/month
<i>Month is calculated by consecutive days of organization's occupation of the concession stand. 30 days = 1 month "Occupation" is defined as: the storing equipment, food etc in concession stand.</i>	
<u>Concession Stand Use- Tournaments</u>	\$25/day
<u>Facility Usage Deposit</u>	Variable
<u>Facility Usage Deposit</u>	\$100
Required only for those groups/individuals not having and maintaining a current Agreement with the District.	

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

Department of Parks & Recreation Department

OPERATION & MAINTENANCE RESPONSIBILITIES HILLER SPORTS COMPLEX

The following information specifies Operation & Maintenance responsibilities performed by Mad River Girls Fast Pitch Softball (ORGANIZATION) for the season as defined by the McKinleyville Community Services District's (MCSD) Facility Use Agreement Contract:

1. **Ball Diamond Preparation, Maintenance & Safety Seminar:**
 - a. Prior to the start of the season, designated ORGANIZATION representative(s) involved with field maintenance must attend a 1-hour Ball Diamond Preparation Maintenance & Safety Seminar with MCSD staff.

2. **In-Kind Field Maintenance:**
 - a. Any field maintenance performed by ORGANIZATION representatives must be pre-approved in writing by the DISTRICT in order to be considered as "in-kind labor" for credit towards facility use fees.
 - i. Any maintenance done without pre-approval from the DISTRICT will not be eligible for credit.

3. **Field Preparation:**
 - a. All field preparation will be the responsibility of ORGANIZATION.
 - b. If necessary ORGANIZATION may request MCSD to prep ball fields for a fee.

4. **Field Repairs:** (See section 9.2. of the Facility Use Agreement.)
 - a. ORGANIZATION shall be held responsible for all damage or vandalism to District facilities occurring during ORGANIZATION's use of the facilities.
 - b. Upon notification by MCSD, ORGANIZATION is responsible to repair all damages immediately, or within a schedule approved by MCSD.
 - c. If ORGANIZATION is unable or unwilling to repair the damages, MCSD reserves the right to make the necessary repairs and bill ORGANIZATION for all costs.
 - d. Damaged or unsafe fields shall be unavailable for use until repairs are completed.

5. **Grounds, Daily Restroom & Parking Lot Cleanup:**
 - a. ORGANIZATION agrees to clean grounds and to monitor, patrol, and keep the bathrooms and parking lot clean during their usage.
 - b. Grounds are to include the sports fields, sidewalks surrounding the concession area, under the bleachers, and the sidewalk pathway leading to the parking lot.
 - i. Cleaning of grounds is to include:
 1. Trash pick-up and disposal (**NOTE: the dumpster on site at HSS is owned by McKinleyville Little League and may not be available for use by other Organizations utilizing Hiller Sports Site*)
 2. Sweeping of bark and mulch back into landscape areas
 - c. Restroom cleaning shall include sweeping garbage and debris from floors, stocking supplies as necessary, and removing garbage.
 - d. If multiple organizations are using Hiller Sports Site simultaneously all organizations shall share the burden of clean-up. DISTRICT will develop a schedule for grounds clean-up responsibility, based upon percentage of field use each week.
 - i. Each Organization will be required to ensure clean-up is completed on the dates assigned to the Organization for clean-up by the DISTRICT. If ORGANIZATION wishes to purchase clean-up services from the DISTRICT

they may do so by requesting those services in advance of their scheduled dates of responsibility.

1. The labor rate for clean-up services is \$35 per hour. ORGANIZATIONS will be charged a minimum of 1 hour for services provided on any given day, but will be billed for the total time required to complete clean-up of grounds and restrooms as documented by Maintenance staff.

6. General Cleanup of the Concession Stand:

- a. ORGANIZATION agrees to keep the Concession Stands clean, sanitary, and up to the County Health Department standards at all times.
- b. MCSD reserves the right to inspect the Concession Stands without notice.

7. Overflow Parking:

- a. ORGANIZATION agrees to notify MCSD of any events requiring usage of the overflow parking area.

8. Trash Disposal:

- a. ORGANIZATION agrees to remove all trash bags from inside the sports complex at the end of each day of use.
 - i. Should MCSD staff be required to haul garbage from the Hiller Sports Complex following ORGANIZATION'S use, ORGANIZATION will be billed for the cost of labor and cost of dumping.
- b. No trash bags shall be left in any portion of the Concessions/Storage/Restrooms building.

9. Supervision of Children:

- a. ORGANIZATION agrees to notify all coaches and parents and require proper supervision at all times of all children (players and spectators) inside Hiller Sports Complex.
- b. ORGANIZATION agrees to pay for all damages and vandalism caused from unsupervised children during ORGANIZATION field usage.

10. Rain Cancellations:

- a. ORGANIZATION agrees to comply with MCSD guidelines regarding cancellation of fields due to unsafe conditions and/or inclement weather. (See exhibit E in the Facility Use Agreement Contract.)

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT Parks & Recreation Department

Guidelines for Cancellation of Activity on MCSD Athletic Fields

Due to inclement weather and poor field conditions, the McKinleyville Parks & Recreation Department reserves the right to deny an athletic activity or event from playing on an MCSD field. The two (2) main purposes of these guidelines are to ensure the safety of the participants and to prevent MCSD fields from getting abused and destroyed when the turf is vulnerable. Any MCSD employee or designated person may deny use of a field and/or require an activity to stop.

Examples of conditions that require cancellation of an athletic activity:

- Standing puddles of water on the field
- Footing is unsure and slippery
- Ground is water logged and “squishy”
- Grass can be pulled out of ground easily
- Lightning
- Severe weather storms

When games are played on fields with poor and/or unsafe conditions, it often causes irreversible damages to the field. If this occurs, it can take months and in some cases years to get the field back into quality playing condition.

Teams and/or leagues that refuse to follow these MCSD guidelines on Field Cancellations will be subject to the following disciplinary action:

1. **First Offense:**
Written warning to team and President of the Organization.
2. **Second Offense:**
One week suspension of the team or organization from practicing on fields.
3. **Third Offense:**
Forfeiture of a team’s privilege to either practice or play games on MCSD fields for the remainder of the season.

HILLER SPORTS SITE
In-Kind Labor and/or Materials Criteria
for Receiving Credit towards Facility Use Fees

Requests to provide in-kind labor or materials in exchange for credit towards facility use fees, MUST be made in writing and MUST be pre-approved in writing by DISTRICT staff. In-kind labor exchange will only be considered for necessary (as deemed by DISTRICT staff) field and facility maintenance currently performed by DISTRICT staff. Any work performed by ORGANIZATION representatives or volunteers prior to or without written approval from designated DISTRICT staff will not be considered for credit of any kind.

In-kind material donation exchange will only be considered for necessary (as deemed by DISTRICT staff) materials that would otherwise be purchased by the DISTRICT for use at the Hiller Sports Complex.

- 1) In Kind Labor request proposals must include:
 - a. Description of the labor to be performed
 - b. Estimated number of labor hours required to perform the work
 - i. District reserves the right to determine the amount of credit granted for labor hours based on the equivalent time that DISTRICT staff would have spent on the same task.

- 2) In Kind Material Donation request proposals must include:
 - a. Description of the dollar value of the material being donated
 - i. DISTRICT reserves the right to determine the amount of credit granted for material donations based on the amount the DISTRICT would have spent on the necessary material.
 - b. Name of the business from which the material is being purchased or donated.
 - c. Name and contact information of the individual making the donation on behalf of the ORGANIZATION.

HILLER SPORTS SITE

“In Kind Work” & Field Modification Request Form

This form must be submitted and approved by an authorized MCSD representative prior to any projects being completed by any user group at Hiller Sports Complex.

ORGANIZATION: _____

NAME OF REPRESENTATIVE: _____

PHONE: _____ DATE OF REQUEST: _____

PROJECT: _____

PROJECT TIMELINE: _____

SIGNATURE OF ORG. REPRESENTATIVE: _____

FOR DISTRICT USE ONLY

PROJECT APPROVED: _____	PROJECT DENIED: _____
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MCSD REPRESENTATIVE: _____ DATE: _____

NOTES FROM MCSD: _____

SIGNATURE OF MCSD REPRESENTATIVE: _____

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McKinleyville Community Services District

BOARD OF DIRECTORS

March 1, 2023

TYPE OF ITEM: **INFORMATIONAL**

ITEM: D.6 **2022 Wastewater Management Facility Annual Report to the North Coast Regional Water Quality Control Board (NCRWQCB)**

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

TYPE OF ACTION: **None – Information Only**

Recommendation:

Staff recommends that the Board review the 2022 Annual Report.

Discussion:

The District reports annually to the North Coast Regional Water Quality Control Board (NCRWQCB) by March of each year. The report reviews the performance of the treatment plant for the past year, the progress of any projects, provides details of our required discharge testing results, makes note of any compliance failures, and provides a general discussion of performance and future projects. The District was in compliance throughout the year with all testing, and all results of testing were in compliance with our National Pollution Discharge Elimination System (NPDES) Permit requirements. The Wastewater Management Facility (WWMF) continues to have outstanding performance since it's 2017 upgrade, more than meeting all permitted discharge requirements.

The chronic toxicity monitoring bioassay criteria for Discharge Point 001 requires a 96-hour static renewal or 96-hour static non-renewal testing. The sample is a 24-hour composite and is representative of the volume and quality of the discharge. The sampling is conducted at EFF-001 WWMF Effluent. The test species for chronic testing is a vertebrate, the fathead minnow, *Pimephales promelas* (larval survival and growth test). The District conducted chronic toxicity testing once per permit during the 2022 discharge season. The testing results for Chronic Testing are detailed in Table 5 of **Attachment 1** and show that the tests had Passed.

The complete 112-page report can be viewed on the District website or at the District office. The 10-page summary is attached as **Attachment 1**.

Alternatives:

Take Action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 - Summary of 2022 Wastewater Management Facility Annual Report

McKinleyville Community Services District



ANNUAL WASTEWATER MANAGEMENT FACILITY MONITORING & DISCHARGE REPORT

FOR 2022

NPDES No. CA0024490
WDID No. 1B820840HUM
ORDER No. R1-2018-0032

McKinleyville Community Services District
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PHONE: (707) 839-9003
FAX: (707) 839-5964

February 3, 2023

Regional Water Quality Control Board, North Coast Region
5550 Skylane Blvd., Suite A
Santa Rosa, California 95403

**McKINLEYVILLE COMMUNITY SERVICES DISTRICT
WASTEWATER MANAGEMENT FACILITY ANNUAL REPORT, FOR 2022**

The McKinleyville Community Services District operates the wastewater collection, treatment, and disposal facilities that serve 6993 customer units in the unincorporated area of McKinleyville in Northern Humboldt County. The system operated under Order Number R1-2018-0032, National Pollution Discharge Elimination System (NPDES) Permit No. CA0024490, WDID No. 1B820840HUM issued by the California State Water Resources Control Board.

Table 1. Effluent Limitations for Discharge Point 001

Parameter	Units	Effluent Limitations				
		Average Monthly	Average Weekly	Maximum Daily	Instantaneous Minimum	Instantaneous Maximum
Biochemical Oxygen Demand 5-day @ 20°C	mg/L	30	45			
Total Suspended Solids	mg/L	30	45			
pH	s.u.				6.5	8.5
Settleable Matter	mg/L	0.1		0.2		
Chlorine Residual	mg/L	0.01		0.02		
Carbon Tetrachloride	ug/L	.25		.75		
Ammonia Impact Ratio	ug/L	1.0		1.0		
Dichlorobromomethane	ug/L	.56		1.4		

Table 2. Effluent Limitations for Discharge Points 002 through 006

Parameter	Units	Effluent Limitations				
		Average Monthly	Average Weekly	Maximum Daily	Instantaneous Minimum	Instantaneous Maximum
Biochemical Oxygen Demand 5-day @ 20°C	mg/L	30	45			
Total Suspended Solids	mg/L	30	45			
pH	s.u.				6.5	8.5
Nitrate	mg/l	10				

Table 3. Summary of Monitoring Location Names and Descriptions.

Discharge Point Name	Monitoring Location Name	Monitoring Location Description
	INF-001	Influent at the headworks of the wastewater treatment facility (WWTF) prior to treatment.
	INT-001	Location for monitoring effluent from the chlorine contact chamber prior to dechlorination for purposes of measuring chlorine residual.
001	EFF-001	Location for monitoring effluent from the chlorine contact chamber following dechlorination and prior to discharge to the Mad River.
002	LND-001	Location for monitoring effluent from the chlorine contact chamber prior to discharge to the Mad River percolation ponds.
003,004,005 and 006	REC-001	Location for monitoring treated effluent from the chlorine contact chamber prior to water recycling.
	RSW-001	In the Mad River at the Highway 101 Bridge.
	RSW-002	The North Bank of the Mad River as close as possible to Discharge Point 001 under the Hammond Trail bridge.
	GW-001	Well M-1, adjacent to Fischer Road.
	GW-002	Well M-2, on the southwest corner of the intersection of School and Fischer Roads.
	GW-006	Well M-6, south of W-9 and west of W-7.
	GW-007	Well M-7, in the upper portion of the Fischer parcel
	GW-009	Well M-9, adjacent to School Road.
	GW-019	Well within the West Pialorsi Ranch irrigation area (Historically GW-016).

Compliance:

Biochemical Oxygen Demand (BOD) Testing:

Discharge Point 001 requirements for BOD are 30 mg/L and 85% removal for the monthly average and a weekly average limit of 45 mg/L.

BOD limitations for 2022 were not exceeded.

Total Suspended Solids Testing (TSS):

Discharge Point 001 requirements for TSS are 30 mg/L and 85% removal for the monthly average and a weekly average of 45 mg/l.

TSS limitations for 2022 were not exceeded.

3x5 Total Coliform/ Disinfection Testing:

The effluent limitations for coliform 3x5 testing is a maximum monthly median, a most probable number (MPN) of 23 per 100 milliliters and a daily maximum of 240 MPN and are the same for Discharge Point 001- 006. Coliform limitations for Monthly Median and Daily Maximum were in compliance in 2022

Settleable Matter Testing:

The effluent limitations for Settable Matter testing are listed in Table 1 and are for Discharge Point 001. Settable Matter limitations for 2022 were not exceeded.

Chlorine Residual Testing:

The effluent limitations for Chlorine Residual testing are listed in Tables 1 for Discharge Point 001. Chlorine limitations were not exceeded in 2022

Nitrate as Nitrogen Testing:

The effluent limitations for Nitrate as Nitrogen testing for Discharge Point 002 through 006 are 10 mg/l average monthly.

Nitrate as Nitrogen limitations for 2022 were not exceeded.

Carbon tetrachloride Testing:

The effluent limitations for the carbon tetrachloride testing for Discharge Point 001 are listed in Table 1.

Carbon Tetrachloride limitations for 2022 were in compliance.

Dichlorobromomethane Testing:

The effluent limitations for Dichlorobromomethane for Discharge Point 001 are listed in Table 1. There were no exceedances in 2022.

Acute Toxicity Monitoring:

The acute toxicity monitoring bioassay criteria for Discharge Point 001 requires a 96-hour fish bioassay test conducted at EFF-001 in undiluted effluent. The sample is a 24-hour composite and is representative of the volume and quality of the discharge. Two test species were required, Ceriodaphnia dubia (C.dubia) and Rainbow Trout to determine the most sensitive species. After testing was conducted it was shown that there was no difference in both results. RWQCB agreed, along with the District, to select Rainbow Trout moving forward. The Regional Board also adopted the Test of Significant Toxicity (TST) method on a pass or fail.

The minimum compliance for any one test is 70% survival. The median for all bioassays during any calendar month is at least 90%. If the results of any 96-hour bioassay test are not in compliance a follow up test is required within 7 days of notification. The results for Acute Testing were in compliance in 2022.

Acute Toxicity Testing

Acute Testing remained in compliance throughout the calendar year for Rainbow Trout.

Table 3 Acute Monthly Testing for 2022

Date Collected	Test	Trout Survival	TST
1/6/2022	Monthly	100%	PASS
2/10/2022	Monthly	100%	PASS
3/10/2022	Monthly	100%	PASS
4/19/2022	Monthly	100%	PASS
5/3/2022	Monthly	100%	PASS
12/13/2022	Monthly	100%	PASS

Chronic Toxicity Monitoring:

The chronic toxicity monitoring bioassay criteria for Discharge Point 001 requires a 96-hour static renewal or 96-hour static non-renewal testing. The sample is a 24-hour composite and is representative of the volume and quality of the discharge. The sampling is conducted at EFF-001 WWMF Effluent. The test species for chronic testing is a vertebrate, the fathead minnow, Pimephales promelas (larval survival and growth test), The District conducted chronic toxicity testing once annually as per the permit requirement. The testing results for Chronic Testing are detailed in Table 4

Table 4 Chronic Toxicity Testing for 2022

Dilution Water	Date	Test Species	
		Flathead minnow	
		% effect	TST
Diluted w/ Lab Control Water	January 2022	No Significant reductions	Pass

Accelerated Monitoring Requirements:

Accelerated monitoring is triggered when a Chronic test, analyzed using the TST approach, results in a Fail and the percent effect is $>.50$. No accelerated monitoring was required during 2022.

Other Projects and Commentary on the Treatment Process:

Treatment Process Trends:

The success of a particular process can be gauged by tracking the removal of BOD and TSS. Chart 1 demonstrates average BOD concentration in mg/L from 2012 through 2022. The average BOD in 2022 was 1.8 mg/L and continues to remain well below 30mg/L, our current limit.

Chart 1 Annual Average BOD Concentrations

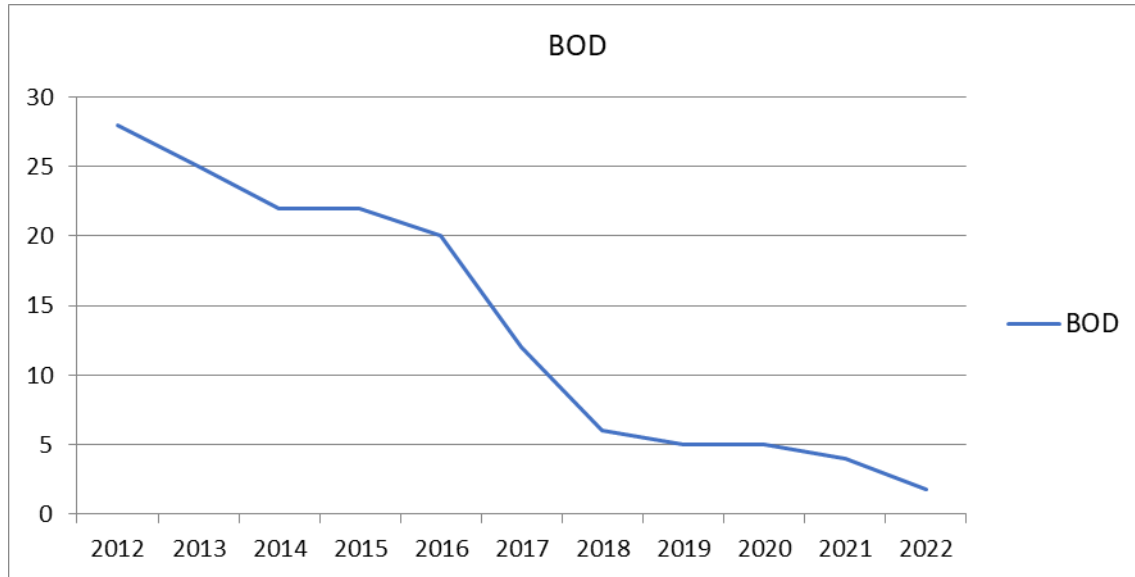


Chart 2 demonstrates average TSS concentration in mg/L from 2012 through 2022. The average TSS in 2022 was 2.2 mg/L and is well below the level it was in 2012. There was a trend increase in 2016 possibly due to the draining of Pond A to build the new plant which diverts flow and nutrient to one Facultative Pond instead of two, along with the additional aerators placed in Pond B.

Chart 2 Annual Average TSS Concentrations

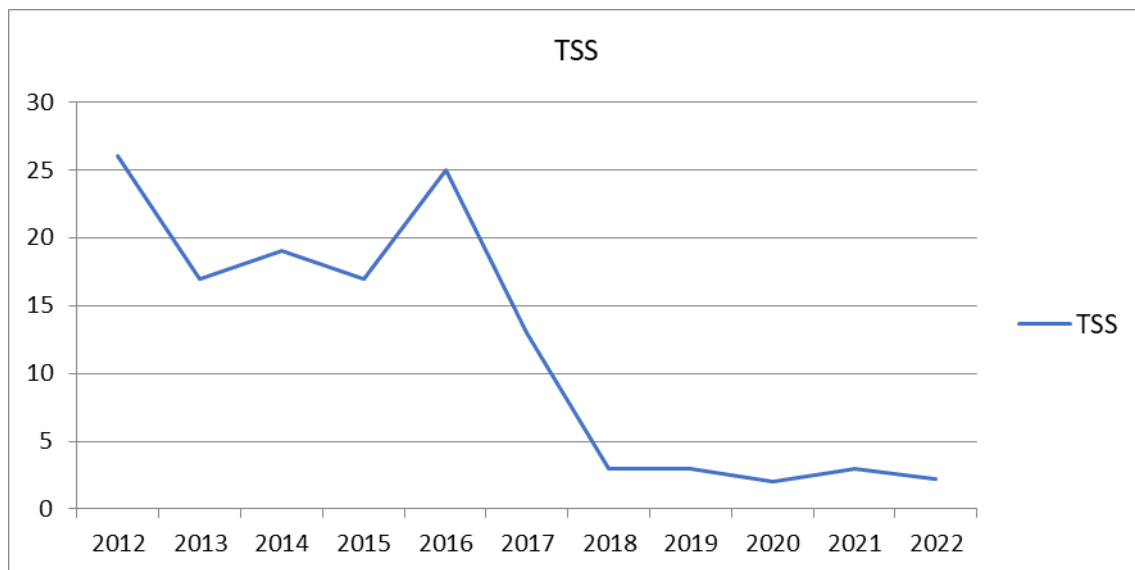
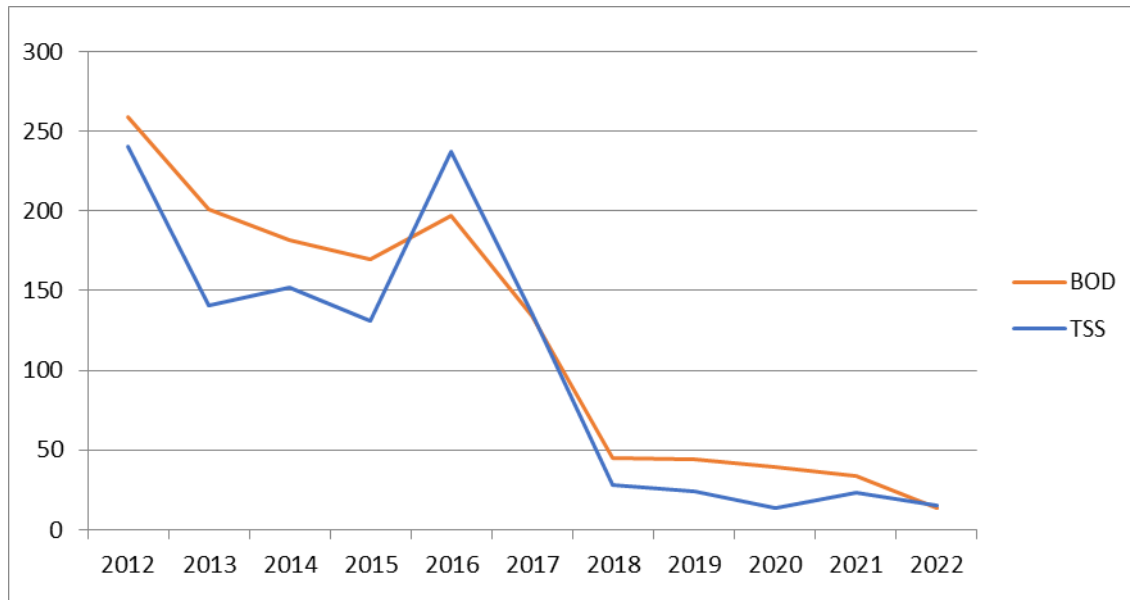


Chart 3 is the product of the flow and the concentration. It is identified as mass loading and measured in pounds per day.

Chart 3 Annual Average BOD and TSS Mass Loading



Charts 1-3 demonstrate the steady trend downward of BOD and TSS from 2012. The treatment marsh upgrade project was completed in 2006. The chart shows the drastic improvements from the performance of the treatment process after the marsh was installed. The efficiency of the process continues to trend down. The blip upward in BOD experience in 2012 but trended back down in 2014 and continued to trend down in 2015. There was another blip upward in 2016 possibly due to the draining of Pond A to build the new plant which diverts flow and nutrient to one Facultative Pond instead of two, along with the additional aerators placed in Pond B. In 2018, there is a drastic decrease due to the WWMF Upgrade project and quality of treatment.

Main Area of Concern:

Ammonia Removal

Due to the performance of the Treatment Plant Upgrade project, ammonia testing results have gone from results of low 30's to ND. As a result of the increased performance, the District experienced higher THM results in 2019 than the Discharge permit allows. The increase Dichlorobromomethane (DCBM) results are a by-product of using chlorine disinfection with an insufficient amount of Ammonia. A series of pilot studies were conducted to verify optimal performance by testing naturally occurring ammonia throughout the system and calculating the flow rate based on the ammonia residual needed.

As part of the treatment process, water is directed to the Biosolids Basin (BSB) through the Waste Activated Sludge (WAS) pump. The supernatant in the BSB has a natural occurring ammonia results of approximately 110 mg/l. The process change involves pumping the supernatant from the BSB to the Secondary Effluent pump vault using a small pump and discharge hose. The supernatant is then diluted with the effluent flow to add the adequate amount of ammonia needed. There were no DCBM exceedances in 2022.

Summary of Work Completed in 2022

Micogrid Project:

A new Microgrid was installed at the WWMF in 2022. The microgrid will incorporate existing diesel generation, a battery energy storage system and 0.5 MW of new solar photovoltaic (PV) assets to optimize electrical grid resiliency and deliver both financial and environmental benefits to the community. The solar panels were

installed, along with the battery energy storage. This project will extend into 2023 as the District and Contractor are waiting on PG&E to inspect and accept the battery system.

Biosolids Removal:

During the treatment plant upgrade in 2017, a Biosolids Basin was installed to store the biosolids that are generated by the new treatment plant process. It was also projected by the design engineers that the Basin would need to be dredged every 4 to 7 years due to it filling up with biosolids. In 2022 the first dredging was performed. Synagro was contracted and completed the dredging, removing approximately 333 dry tons of solids between November 2021 and February 2022.

Report of Waste Discharge:

The Permittee shall file a Report of Waste Discharge as an application for reissuance of WDRs in accordance with Title 23, California Code of Regulations, (CCR) and an application for reissuance of a National Pollutant Discharge Elimination System (NPDES) permit no later than November 1, 2022. The ROWD was submitted in November 2022 and the current permit is scheduled to expire on October 31, 2023. The District should have a new draft permit to review by then.

California Toxic Rule CTR:

The priority pollutant scan shall include California Toxics Rule (CTR) and Title 22 pollutants. CTR pollutants are those pollutants identified in the California Toxics Rule at 40 C.F.R. Section 131.38, and Title 22 pollutants are those pollutants for which DDW has established MCLs at Title 22, Division 4, Chapter 15, Sections 64431 (Inorganic Chemicals) and 64444 (Organic Chemicals) of the CCR. Duplicate analyses are not required for pollutants that are identified as CTR and Title 22 pollutants. The CTR scan was completed and submitted to the State Water Board in February 2022.

Discharge Monitoring Report Quality Assurance (DMR-QA) Study Reports:

The Permittee shall ensure that the results of the DMR-QA Study or the most recent Water Pollution Performance Evaluation Study are submitted annually to the State Water Board. The DMR-QA was completed in 2022 and a copy of the report was submitted to the State Water Board as a permit requirement.

20 Year Facilities Plan:

The final draft of the facilities plan was published in January 2012 and accepted by the District Board on February 1, 2012. The full document can be located at the District web site by following this link. <https://www.mckinleyvillecsd.com/files/5a493f670/MCSD+20-Year+Facilities+Plan.pdf>

Names and General Responsibilities of Staff Working at the Facility

Name	Responsibilities
Patrick Kaspari	General Manger, Owner
James Henry	Chief Plant Operator/Quarterly and annual reporting
Erik Jones	Schedules maintenance and shifts at plant
Chris Jones	Shift Operator/ Runs daily routines
Kyle Stone	Shift Operator/ Runs daily routines
Drew Small	Lead Shift Operator/ daily routines, all sample collection and shipping, training
Seth Meynell	Operator in Training/ Equipment and site maintenance
Jordan Johnson	Shift Operator/ Equipment and site maintenance
Chris Reed	Equipment and site maintenance
Emergency Contacts	
Patrick Kaspari	707-599-5123
James Henry	707-496-2295
Drew Small	707-362-1800
Duty Cell Phone	707-601-9241

INDEX of EXHIBITS

EXHIBIT A: Tabular and Graphical Data **PG 10**

Influent and Effluent Monthly Totals
Influent and Effluent Maximum Day

EXHIBIT B: Tabular **PG 12**

CFS, River Dilution, Effluent Flow and Effluent Distribution

EXHIBIT C: Tabular and Graphical Data **PG 16**

Monthly Totals for Effluent Flow, Discharge Disposal Locations
Annual Effluent Distribution Pie Chart
Daily Totals for Effluent Flow and Discharge Disposal Locations

EXHIBIT D: Tabular Data **PG 31**

Monthly Monitoring Report (Permit exceedances highlighted in yellow)

EXHIBIT E: Tabular Data **PG 44**

Influent and Effluent Testing Daily, Monthly and Annual Averages

EXHIBIT F: Tabular and Graphical Data **PG 57**

30-day Average BOD and NFR Worksheet
30 Day BOD, NFR and Percent Removal Maximum, Minimum and Average Chart
BOD and NFR 30 Average Concentration Chart
BOD and NFR 30 Average lbs/day Chart
BOD Influent, Effluent and Terminal Pond Comparisons

EXHIBIT G: Tabular and Graphical Data **PG 63**

Monthly Averages for pH, Temperature and Ammonia
Influent and Effluent Average Total Ammonia Chart
Relationship between Temperature and Ammonia Percent Removal Chart

EXHIBIT H: Tabular Data **PG 66**

Well Monitoring Data
Discharge Data RSW-001, RSW-002 and EFF-001

EXHIBIT I: Tabular Graphical Data **PG 68**

Monthly/ Annual Average for River Monitoring
Monthly/ Annual Averages for Pond Ammonia
Monthly/ Annual Averages for Pond Temperature
Monthly/ Annual Averages for Pond pH
Monthly/ Annual Averages for Pond Dissolved Oxygen

Monthly/ Annual Averages for Pond Level

EXHIBIT J: Tabular Data **PG 74**

Monthly Total Electric, Cl₂, SO₂, Rain Gage and Water Use Data

EXHIBIT K: Tabular Data **PG 75**

Monthly Process Data Results

EXHIBIT L: Sludge Disposal and Handling Requirements **PG 88**

EXHIBIT M: Summary of Irrigation Compliance Report **PG 89**

Nitrogen Loading lbs/acre
Daily Irrigation Inspection Form

EXHIBIT N: Instrument Calibration Logs **PG 94**

EXHIBIT O: Source Control **PG 133**

Summary of compliance and/or enforcement activities and survey results
General Prohibitions and Table presenting Local Limits
List of Industrial Users and Addresses
Non-Residential Survey Results

If you have any questions, please contact this office.

"I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED, IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS."



Patrick Kaspari, GENERAL MANAGER

who attend. The District will also be responsible for contracting a DJ for dances. Net revenues from ticket sales will be shared equally between the District and the MSPTO.

The MOU between MCSD and the MSPTO can be reviewed in **Attachment 1**. It outlines the responsibilities of each organization and the split of the net revenues for each dance hosted.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

Between FY 2018-19 and FY 2019-20 the average net revenue from each dance was \$1,586 (excluding concessions). Average revenue from concessions was \$204 per dance. Given the reduction to paid staff, and the reduced time required by the Recreation Coordinator in shopping, staff scheduling and staff training for dances, and estimating ticket sales at 250-300 tickets per dance, it is projected that the total net revenue for each dance will be approximately \$2,850. The District's portion of 50% of the total net revenue is \$1,425, just slightly less than the average revenues received prior to the pandemic.

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – DRAFT Memorandum of Understanding between MCSD and McKinleyville Schools PTO

**MEMORANDUM OF UNDERSTANDING
BETWEEN MCKINLEYVILLE COMMUNITY SERVICES DISTRICT &
MCKINLEYVILLE SCHOOLS PARENT TEACHER ORGANIZATION FOR THE PROVISION OF
MIDDLE SCHOOL DANCES**

This Memorandum of Understanding (MOU) is entered into effective March 1, 2023 by and between the McKinleyville Community Services District, herein referred to as (MCSD) and the McKinleyville Schools Parent Teacher Organization herein referred to as (MSPTO).

The term of this agreement shall commence on the above date and shall terminate on June 17, 2023.

Purpose and Background:

The purpose of this MOU is to establish MCSD and MSPTO respective roles, duties and responsibilities that each party hereby agrees to perform and undertake with respect to the provision of dances for middle school youth, grades 6 through 8.

This cooperation serves the mutual interests of both parties and youth in the community.

Prior to the COVID-19 Pandemic that began in 2020, MCSD hosted dances for middle school students in Humboldt County five times each school year. These dances were very popular and provided a recreation outlet for many youth in the community and surrounding communities. MCSD currently does not have enough staff to be able to host these dances. MSPTO values the opportunity dances provide for middle school age youth and would like to see such dances offered.

MCSD and MSPTO hereby wish to establish a cooperative relationship under the terms and conditions set forth below.

Respective Roles, Duties and Responsibilities of MCSD and MSPTO

For the performance of the duties and responsibilities as defined below, the net revenue from each dance shall be split between MCSD and MSPTO with each organization getting fifty percent of the net revenue.

Section A: As to MCSD:

1. MCSD agrees to make the McKinleyville Activity Center Gym available for dances.
2. MCSD agrees to contract and pay the costs associated with the provision of DJ/music services for dances.
3. MCSD agrees to provide one (1) Recreation Coordinator and two (2) Program Director staff members to work dances at the McKinleyville Activity Center Gym.
4. MCSD agrees to manage the sale of the Dance Tickets in person and online and collect the revenue.
5. MCSD agrees to collect dance rule acknowledgments from attendees and compile them into an Excel Spreadsheet.
6. MCSD agrees to create and distribute flyers and other marketing materials

7. MCSD agrees to determine the net income after deducting costs associated with each dance & create a report. "Net Income" is defined to include all income generated from ticket sales from a Dance, less the DJ costs and labor costs.
8. MCSD agrees to provide the Net Income Report & a check made out for 50% of the Net Income for each dance to the MSPTO within 30 days after the dance date.

Section B: As to MSPTO:

1. MSPTO agrees to provide one Chaperone Lead Person to recruit and lead other Volunteer Dance Chaperones.
2. MSPTO agrees to provide sufficient Volunteer Dance Chaperones to maintain the Ratio of one chaperone to every twenty youth attendees at each dance (minimum necessary volunteer chaperones is 14).
3. MSPTO agrees to run and manage concessions sales during the dance and will retain all revenues from concession sales.

Section C: MCSD and MSPTO Further Agree and Acknowledge:

1. INDEMNIFICATION:

A. To the extent permitted by law, the MSPTO shall defend, indemnify and hold harmless MCSD, its officers, employees and agents from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of MSPTO, its respective officers, agents or employees.

B. To the extent permitted by law, MCSD shall defend, indemnify and hold harmless the MSPTO, its officers, employees and agents from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of MCSD, its officers, agents or employees.

2. INSURANCE: Without limiting the MSPTO's indemnification obligations provided for herein, MSPTO will maintain in full force and effect, at its own expense, a comprehensive general liability insurance and workers' compensation policies. Minimum limits of \$1,000,000.00 will be maintained for general liability coverage. Workers' compensation coverage will be maintained to the extent required by the laws of the State of California. MCSD will be named as an addition insured on the MSPTO general liability insurance policy. The additional insured endorsement required by this provision and any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below:

MCSD: McKinleyville Community Services District
Attention: Lesley Frisbee
PO Box 2037
1656 Sutter Rd., McKinleyville, CA 95519

3. This MOU may be revised or modified only with the written consent of both parties.

Agreed upon and Accepted By:

McKinleyville Community Services District

Signature: _____
Pat Kaspari, General Manager

Date: _____

McKinleyville Schools PTO

Signature: _____

Date: _____

Title: _____

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McKinleyville Community Services District

BOARD OF DIRECTORS

March 1, 2023

TYPE OF ITEM: **Action**

ITEM: E.1 **Consider and Possible Approval of Contract with Pacific Legacy for Extended Phase 1 Cultural Resource Survey of Southern Sewer Crossing Site**

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

TYPE OF ACTION: **Roll Call**

Recommendation:

Staff recommends that the Board review the information provided, discuss, take public comment, and authorize the General Manager to execute a contract and associated documents with Pacific Legacy to perform the required extended Phase 1 Cultural Resource Survey in the amount of \$111,505.85 with a 10% contingency of \$11,150.

Discussion:

The District has been working on the retrofit of the three existing Highway 101 sanitary sewer crossings for several years. The three existing Highway 101 sewer crossing were installed in 1976, both the north and south crossings consist of 15-inch asbestos cement pipe (ACP) within 32-inch steel casings, while the middle crossing is 10-inch ductile iron pipe within a 21-inch steel casing. It is anticipated that all three crossings would be replaced with parallel High Density Polyethylene (HDPE) pipe that is more resilient to damage in a major earthquake and with a slightly larger capacity to handle larger storm event flows than the existing pipes. This long-term and independent solution will ensure MCSD can continue providing wastewater services, avoid contamination of local groundwater and streams with wastewater, and protect the integrity of Highway 101 above the crossings in the event of a major earthquake.

The project is being funded in part by a Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant being administered by the California Governor's Office of Emergency Services (Cal OES). The District originally submitted a Hazard Mitigation Grant (HMG) application in 2018. Phase 1 of the grant was approved in early 2020. Phase 1 funded the initial design and the completion of the environmental special studies (wetlands delineations, biological, and Cultural Resource Surveys) needed to complete the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) permitting. These environmental studies were completed in early 2021.

As part of these environmental studies, a Cultural Resource Survey was performed at all three crossing locations as detailed in the *Phase I Cultural*

Resource Inventory Report for McKinleyville Community Services District, Sewer Highway Crossing Retrofit Project, Humboldt County, California, DZC, January 2021. FEMA then requested an Extended Phase 1 Cultural Resource Survey for the Southern Crossing site at the end of 2022. A workplan, funded by FEMA, was developed by Pacific Legacy for the performance of this Extend Phase 1. FEMA was going to fund the implementation of the Workplan, but then their on-call contract for this type of work expired, and they asked the District if they would contract for the work, with the understanding that it would qualify for reimbursement under the grant. The District agreed and went out to bid in December. Unfortunately, we only received two bids and CalOES said we needed to go out to bid again to attempt to obtain at least three quotes.

The District prepared an additional Request for Proposal (RFP) package for the implementation of the extended Phase 1 study and sent it out on January 2, 2023. Proposals were due back at 3:00 pm on February 10, 2023. Four proposals were received, one from Pacific Legacy, one from First Carbon Solutions, one from Statistical Research, Inc, and one from Cal Poly Humboldt, Cultural Resources Facility. The Cal Poly proposal did not conform to the submittal requirements detailed in the RFP and was therefore deemed non-responsive. The other bids were:

- Pacific Legacy = \$111,505.85
- First Carbon Solutions = \$52,668.00
- Statistical Resource = \$60,547.00

General Manager Kaspari, Operations Director Henry, Parks & Rec Director Frisbee and Finance Director Alvarado were involved in ranking the proposals. The combined Ranking table and the Bid Tabulation table are included as **Attachment 1**. The review committee ranked the Pacific Legacy proposal substantially higher than either of the other two proposals. Although Pacific Legacy's cost was the highest, their understanding and proposed personnel qualifications exceeded the other respondents.

Given the sensitivity of the information associated with the Cultural Resource survey and sites, full copies of the Proposals are not included in the Board packet but can be reviewed at the District office. The District's Standard Professional Services contract with Pacific Legacy (not including the scope of work) is included as **Attachment 2** to this Staff Note.

Alternatives:

Take No Action and do not award the Contract.

Fiscal Analysis:

The performance of this contract and the design, permitting and construction of the sewer main rehabilitation projects will be partially funded by \$5,172,900 in Hazard Mitigation Grant and the District's \$1,724,300 required match. The District's matching funding will be provided by the Certificates of Participation, Series 2021B-Sewer funding of \$3,560,000. The Fiscal 2022/23 CIP budget had

\$1,149 budgeted for the Highway Sewer Crossing Project, of which approximately \$0 has been spent this year.

Environmental Requirements:

This study will allow FEMA to complete their NEPA analysis. Upon completing of NEPA and release of the final grant funding, the District will complete CEQA for this project, along with the other necessary construction permits.

Exhibits/Attachments:

- Attachment 1 – RFP Ranking Table and Bid Tabulation
- Attachment 2 – Professional Services Agreement with Pacific Legacy

EXTENDED PHASE 1 CULTURAL RESOURCE SURVEY FOR HIGHWAY SEWER CROSSING
PROPOSAL RANKING

	CRITERIA	POSSIBLE POINTS	CalPoly Humboldt	Pacific Legacy	First Carbon Solutions	Statistical Research
1	Understanding of the project and proposed approach	25	0	25	20	19.5
2	Qualifications and experience on similar projects	25	0	25	21.5	24
3	Key personnel qualifications	25	0	25	22.5	22.5
4	Cost Estimate for Performance of the Work	25	0	21	19	22
	TOTAL POINTS		0	96	83	88
			Non-responsive	\$111,505.85	\$52,668.00	\$60,547.00

**EXTENDED PHASE 1 CULTURAL RESOURCE SURVEY FOR HIGHWAY SEWER CROSSING
 BID TABULATION**

	TASK DESCRIPTION	CalPoly Humboldt	Pacific Legacy	First Carbon Solutions	Statistical Research
1	Project Mangement	0	\$4,539.00	Not broken out	\$3,065.00
2	Manual Excavation	0	\$30,178.20	\$30,272.00	\$28,273.00
3	Trenching	0	\$9,346.80	\$6,400.00	\$7,959.00
4	Field Report	0	\$5,976.40	\$2,615.00	\$3,065.00
5	Draft Report	0	\$18,594.80	Not broken out	\$14,805.00
6	Final Agency/SHPO Report	0	\$7,108.00	\$2,615.00	\$3,090.00
7	Meals, lodging, travel, supplies	0	\$11,881.25	\$10,766.00	Included in Fieldwork tasks
8	Lab Analysis	0	\$7,976.40	not shown	\$290.00
9	DZC Fee & Curation Fee	0	\$15,905.00	NA	NA
	TOTAL	0	\$111,505.85	\$52,668.00	\$60,547.00

Non-responsive

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

Accepted: McKinleyville CSD

Consultant:
Pacific Legacy, Inc.
(Business Name)

By Patrick Kaspari

By _____

Title General Manager

Title _____

Other authorized representative(s):

Other authorized representative(s):

James Henry

Consultant agrees with McKinleyville Community Services District that:

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

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

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

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

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

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

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

McKinleyville Community Services District

BOARD OF DIRECTORS

March 1, 2023

TYPE OF ITEM: **INFORMATIONAL**

ITEM: E.2 **Review Information for the Draft Capital Improvement Plan for the Operational Funds: Water, Wastewater, and Streetlights, FY2023-24**

PRESENTED BY: **Nicole Alvarado, Finance Director**

TYPE OF ACTION: **None, Information Only**

Recommendation:

Staff recommends that the Board review, discuss, and take public comment on the Draft Capital Improvement Plan Budget for the Water, Wastewater, and Streetlights Funds.

Discussion:

A detailed draft of the Fiscal Year 2023-24 Capital Improvement Plan (CIP) for the Water, Wastewater, and Streetlights Funds is attached (**Attachment 1**) covering the next ten fiscal years. The majority of budgeted projects are anticipated to be covered by grants, with debt funding, designated reserves, or operating funds covering the remaining balances. Funding for certain projects will depend on grants awarded. Smaller projects that do not meet the value threshold of Fixed Assets will be treated as regular expenses, paid with operating funds.

The attached Narrative, **Attachment 2**, provides detail for all proposed Capital Projects expected to be undertaken in FY2023-24. The final summarized CIP will be brought back to the Board for review and approval with the complete Fiscal Year 2023-24 Budget in June.

Alternatives:

Take Action

Fiscal Analysis:

See Attached Schedules

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 - Draft Capital Improvement Plan Budget for the Water, Wastewater, and Streetlights Funds
- Attachment 2 - Draft Capital Improvement Plan Narrative for the Water, Wastewater, and Streetlights Funds

**McKinleyville Community Services District
Enterprise Funds Capital Improvement Project Budget
For the Fiscal Years Ending June 30, 2023 - 2033**

(All numbers in \$000s)

	1	2	3	4	5	6	7	8	9	10	
	June 30, 2023	June 30, 2024	June 30, 2025	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030	June 30, 2031	June 30, 2032	June 30, 2033
Heavy Equipment											
Hydrocleaner (Sewer Fund) and appurtenances							500				
Backhoe/ Bobcat and Attachments	130	80	20	20		140					70
Excavator					325						
Dump Truck				85							
Tractor and Attachments		23		50	10	50					
Air Compressor and appurtenances			22							20	
Portable Emergency Generators		75									
Totals:	130	178	42	155	335	190	500	0	0	20	70

Utility Vehicles											
3/4 or 1-Ton Pickup		50	90	50	50	50	50	55	55	55	55
CCTV Trailer										30	
Car	40										
Light Duty Utility Truck						28	28	28			
Totals:	40	50	90	50	50	78	78	83	55	85	55

Water System											
4.5m New Tank Property procurement,design & cons	800	6,350	6,350								
Property Purchase/Improvements											
Water Tank Painting	749	750								500	
Water Tank Cathodic		8	10					10			
Ramey Pump Station Upgrades						32	52	150			
Emergency Water Supply: Mad River Crossing		250	1,000	2,000	1,000						
Digital Control & Radio Telemetry Upgrade	10	10	10	10	10	10	10	20			
Meter Reader Upgrade		8			9					10	
McCluski Tank 3 Replacement		100	500	800							
NorthBank BoosterStn-VFD#2 replacement											

**McKinleyville Community Services District
Enterprise Funds Capital Improvement Project Budget
For the Fiscal Years Ending June 30, 2023 - 2033**

(All numbers in \$000s)

	1	2	3	4	5	6	7	8	9	10	
	June 30, 2023	June 30, 2024	June 30, 2025	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030	June 30, 2031	June 30, 2032	June 30, 2033
Norton Tank Tree svc	10										
Alternative Energy Masterplan											
Tank Seismic Actuators								20			
Fire Hydrant System Upgrade	7	7	7	7	7						
Water Main Rehabilitation and Replacement	2,500	1,800	1,800	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Customer Radio Meter Testing/Replacements								90	20	70	131
Blake Station Upgrades											
Emergency Generator	5										
Totals:	4,081	9,283	9,677	3,817	2,026	1,042	1,062	1,290	1,020	1,580	1,131

Sewer System											
	1	2	3	4	5	6	7	8	9	10	
	June 30, 2023	June 30, 2024	June 30, 2025	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030	June 30, 2031	June 30, 2032	June 30, 2033
WWMF Engr Study (Disinfection Upgrade Proj)			70	150	70					80	
WWMF NPDES Permitting	25	25					6,000		2,000	300	
WWMF Fencing and Gate			10	10				10	10	10	10
WWMF SO2/Chlorine Injector Controllers											20
WWMF Sludge Disposal & handling	200	200	200	200	240	240	240	240	240	240	240
Customer Radio Meter Testing/Replacements								90	20	70	131
Collection System Upgrades-Hwy Undercrossings		100	1,049	5,611							
Sewer Main Rehabilitation and Replacement	1,000	1,500	1,500	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Sewer Lift Stn. Pump & Generator Replacements	40	40	40	40	40	40	40	40	40	40	40
Sewer Lift Station Upgrades-B Street			550								
Digital Control & Radio Telemetry Upgrade								100			
Alternative Energy Masterplan											
Fischer Lift Station Upgrades			500	1,000							
Sewer Main Camera Unit		30					50				
Underground Pipe Locater & Camera		5		5			5			5	
SCBA Apparatus and Bottles		6			6						
WWMF Solar Microgrid, Design/Build, O&M	1,060									3,000	

**McKinleyville Community Services District
Enterprise Funds Capital Improvement Project Budget
For the Fiscal Years Ending June 30, 2023 - 2033**

(All numbers in \$000s)

	1	2	3	4	5	6	7	8	9	10	
	June 30, 2023	June 30, 2024	June 30, 2025	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030	June 30, 2031	June 30, 2032	June 30, 2033
WWMF Recirculation Valve Replacement											
Flow Totalizers (THIS IS COMPLETED)											
WWMF Pond Armouring	75	60									
WWMF Pumps & Motors	6	8	8	8	8	8					
Totals:	2,406	1,974	3,927	8,024	1,364	1,288	7,335	1,480	3,310	4,745	1,441

Office, Corporation Yard & Shops

Facility Upgrades and Sealcoat		10		10				10		10	
Office Building	150	163	1,500	1,500							
Property Purchase		390									
Major Building Repairs (emergency repairs)	20	20	20	20		14					
Totals:	170	583	1,520	1,530	0	14	0	10	0	10	0

Computers, Software & Equipment

Printers, File Server upgrades	5	6	6	7	7	7	7	7	7	7	7
MOM Upgrade and Replacement - ERP eval		200	35								
Office Equipment	5	5	5	5	5	5	5	5	5	5	5
GIS/SEMS/CADD Equipment and Software		8		5			5			5	
Totals:	10	219	46	17	12	12	17	12	12	17	12

Reclamation (Fischer & Pialorsi Ranches)

Barn, Fence, House Upgrades	10	15	15	15	15	15	15	15	15	15	15
Irrigation Pipe and Fittings		10				10					
Reclamation Site Upgrade/Perc Pond Habitat Proj	100	35									
Underground Valving and Piping	30	20	20				12				
Totals:	140	80	15	15	15	25	15	15	15	15	15

**McKinleyville Community Services District
Enterprise Funds Capital Improvement Project Budget
For the Fiscal Years Ending June 30, 2023 - 2033**

(All numbers in \$000s)

	1	2	3	4	5	6	7	8	9	10	
	June 30, 2023	June 30, 2024	June 30, 2025	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030	June 30, 2031	June 30, 2032	June 30, 2033
Small Equipment & Other											
Misc./ Emergency Equipment Replacement	15	15	15	15	15	15	15	15	15	15	15
GPS Surveying Equipment				20							20
Office Emergency Generator					22						
Emergency Response Equipment	5	5	5		5	5		5	5		5
Totals:	20	20	20	35	42	20	15	20	20	15	40
al Planned Expenditures	6,997	12,387	15,337	13,643	3,844	2,669	9,022	2,910	4,432	6,487	2,764
Departmental Allocations:											
Water Fund	4,266	9,808	10,536	4,711	2,246	1,199	1,117	1,353	1,064	1,654	1,275
Wastewater Fund	2,731	2,579	4,801	8,932	1,599	1,470	7,905	1,558	3,369	4,834	1,545
Total	6,997	12,387	15,337	13,643	3,844	2,669	9,022	2,910	4,432	6,487	2,819
Internal Funds/Reserves/Debt - District Share	5,867	7,287	7,875	7,335	3,094	2,669	9,022	2,910	4,432	6,487	2,819
Potential Grant Funding Expected	1,130	5,100	7,462	6,308	750						

McKinleyville Community Services District
 Streetlights Fund Capital Improvement Project Budget
 For the Fiscal Years Ending June 30, 2023 - 2033

1 2 3 4 5 6 7 8 9

	June 30, 2023	June 30, 2024	June 30, 2025	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030	June 30, 2031	June 30, 2032
1. Heavy Equipment										
Lift			83							
Totals:	0	0	83	0	0	0	0	0	0	0

2. Poles and Lights										
Inspection		65								
Pole Replacement	3	3								
LED Replacements	5	5								
Totals:	8	73	0	0	0	0	0	0	0	0

Total Planned Expenditures	8	73	83	0	0	0	0	0	0	0
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**Capital Improvement Plan
Water, Sewer and Streetlights Funds
Fiscal Year 2023-24**

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

CAPITAL IMPROVEMENT PROGRAM PROJECT DISCUSSION

Heavy Equipment and Utility Vehicles

In 1998, the Board adopted a Fleet Replacement Plan to ensure that MCSD's fleet of heavy equipment and utility vehicles would be replaced in an approximately ten-year cycle. At present, the Water and Wastewater Funds plan to replace one of the District's trucks. Funds have also been set aside for the replacement of a backhoe and a towable generator. The District will also purchase a new 3-foot tractor mounted roller for paving trenches.

Water System

The District will embark on several water projects in FY2023-24. The largest Water project for FY2023-24 is the construction phase of the proposed 4.5 million gallon new storage tank. In FY2022-2023 the District purchased the property where the tank will be built. In FY2023-24 approximately half of the construction funds will be expended (\$6.35 million). Of that, 75% (\$4.7 million) will be grant funded. The District has issued Certificates of Participation (COPs), a debt instrument, to fund the balance of the project.

Another large project that grant funding and design is expected to begin in FY2023-24 is the Mad River Crossing Emergency Water Supply this is a multi-year \$4.2 million project that will provide a redundant water main under the Mad River. In FY2023-24 \$250,000 has been budgeted for design and planning, of that 75% will be granted funded. The District is also expecting grant funding and design for the replacement of McCluski Tank 3, this project will span FY2024-25 and conclude in FY2025-26. In FY2023-24, \$100,000 has been budgeted for the design and planning, 75% of this project will also be grant funded.

\$750,000 is budgeted for a recoating project. Each tank recoating cycle is approximately 20 to 30 years for preventative maintenance to avoid corrosion and maintain structural integrity. Other projects currently proposed for the Water Fund include \$8,000 for the replacement of the water tank cathodic protection system; \$8,000

to upgrade the computer used for reading meters; and \$10,000 to upgrade the digital control and radio telemetry system. The fire hydrant system is still scheduled to be upgraded. The District will use this \$7,000 budget item to upgrade dry barrel hydrants in commercial areas to wet barrel hydrants.

\$1,800,000 is scheduled for the ongoing Water Main Rehabilitation/ Replacement Project. \$1 million of that is a set-aside, per the last Board approved Rate Study. The other \$800,000 is for the water main replacement on Central Avenue, and is debt-funded (COPs).

Wastewater System

The \$240,000 set aside annually to pay for the next bio-solids project has been reduced to \$200,000 annually, as the cost of the bio-solids removal in FY21-22 was lower than expected. These should occur on a four-to-six year cycle. \$25,000 has been set aside to fund the new National Pollutant Discharge Elimination System (NPDES) permit studies that will be part of the new permit requirements. \$70,000 is allocated for an engineering study on the upgrade of the WWMF's disinfection system. \$1,500,000 is budgeted for the Wastewater Mainline Rehabilitation/ Replacement Project. As with the Water side of this project, \$1 million is a set-aside of rates to build up reserves, as approved by the Board in the 2018 rate study. The other \$500,000 is to start work on the Central Avenue portion of the project.

The Undercrossing project budget portion for the current fiscal year is \$100,000, with the remaining balance budgeted in FY2024-25 (\$1,049,000) and FY2025-26 (\$5,611,000). Other significant Wastewater projects include a set aside of \$40,000 for lift station pump and generator replacements. This number may change once we find out that our grant funding was accepted, a sewer-main camera unit (\$30,000), and \$60,000 to armor the WWMF ponds.

The remaining projects are for smaller dollar amounts. \$5,000 for an underground pipe locator and camera, \$6,000 for a self-contained breathing apparatus (SCBA), \$6,000 for repairs, and \$8,000 for replacement of smaller pumps and motors. Funding for these smaller projects will come from pay-go funding according to the approved Reserves policy for the maintenance and replacement of capital infrastructure.

Office, Corporation Yard, Computers and Software

\$163,000 has been budgeted to finish the architectural design of the District's operations and administrative office, with renovations to be completed in the following years. \$390,000 has been budgeted for purchase of the property behind the District offices. We are actively discussing the purchase of this property with the property owner. If the sale goes through this fiscal year it will come out of this fiscal year's budget. \$20,000 has been set aside for major repairs to the existing offices, \$11,000 has been set aside for the regular upgrade and replacement of office equipment and printers, \$10,000 for miscellaneous facility upgrades and sealcoat and an additional \$8,000 has been added for AutoCAD software.

The District will also replace its existing accounting software with a new enterprise resource planning (ERP) system, \$200,000 has been budgeted in FY2023-24 and \$35,000 has been budgeted in FY2024-25 for software, installation and training.

Reclamation (Fischer & Pialorsi Ranch)

\$35,000 has been budgeted to for reclamation projects. A total of \$45,000 is available for replacement and maintenance of underground valves and piping, irrigation pipes and fittings, improvements on the Pialorsi house and the Fischer house.

Streetlights

\$65,000 for a safety and longevity inspection of all the District's streetlight poles. Replacement of some failing photocells is scheduled, with a \$5,000 budget, along with \$3,000 for pole replacement if needed.

Note on Appendix A – Water & Sewer Funds Capital Improvement Program

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

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McKinleyville Community Services District

BOARD OF DIRECTORS

March 1, 2023

TYPE OF ITEM: **ACTION**

ITEM: E.3 **Consider Attendance at the 2023 Special District Legislative Days in Sacramento, May 16-17, 2023**

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

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends that the Board review the information provided, take public comment, and consider authorization for interested Board Member(s) to attend the Special District Legislative Days in Sacramento, May 16-17, 2023

Discussion:

The California Special District Association (CSDA) is sponsoring a two-day conference which will be held at the Sheraton Grand Sacramento Hotel on May 16-17, 2023. This will give Directors an opportunity to discuss policy changes impacting the District and exchange ideas with California's top decision-makers.

Special Districts legislative Days is the only opportunity for all types of special districts, large and small, north and south, rural and urban, to come together with one united voice. Issues like revenue, governance, labor, and public works matter to all districts, whether they provide water, sewer, fire protection, parks, libraries, or other essential services.

A full brochure is still being developed by CSDA, however an overview of this event is as follows:

Day One: Advocacy Day

- Get updated on what's happening in the Capitol, then join together with special district leaders from throughout California to take action on the priority issues facing special districts.
- Hear directly from State leadership on hot topics affecting local services and infrastructure.
- Participate in pre-arranged meetings with State Legislators and staff in their Capitol offices, followed by a private reception.
- Explore how decisions are really made in the Capitol and help shape their outcome.

Day Two: Policy Day

- Gain insights from legal experts and CSDA lobbyists on the newest laws and legal challenges to come out of Sacramento.

- Connect the action in the Capitol with the implementation in your community.
- Drill into hot topics through breakout sessions on key issues, which may affect your district's revenue, governance, public works, or personnel.
- Find answers to your tough questions from expert panels.

Board President Orsini will be attending the conference as a requirement of serving on the CSDA Board of Directors.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

Early bird registration is \$300 before April 21, 2023 and hotel costs at the Sheraton Grand Sacramento Hotel Sacramento are \$205 a night excluding taxes. The District vehicle can be utilized for attendees. An approximate total cost, including per diem is approximately \$789 per attendee.

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Special District Legislative Days Website Information

2023 Special Districts Legislative Days

Fully one-third of the Legislature turned over this year, making the 2023 Special Districts Legislative Days a MUST-ATTEND EVENT!

From rate-making authority, reserves, and infrastructure to cybersecurity, climate adaptation, and workforce development, lawmakers in Sacramento and Washington D.C. are making critical decisions that will impact the budget and operations of your district and your community.

Special Districts Legislative Days is the only opportunity for all types of special districts, large and small, north and south, rural and urban to come together with one united voice. Issues like revenue, governance, labor, and public works matter to all districts whether they provide water, sewer, fire protection, parks, cemeteries, healthcare, mosquito abatement, ports, harbors, airports, libraries, or other essential services.

Don't miss this opportunity to hear from California's top decision-makers, build partnerships and strengthen the voice of local control. Past speakers have included California's State Controller, State Treasurer, Secretary of State, Insurance Commissioner, Secretary of Natural Resources, Director of the Office of Emergency Services, State Auditor, Legislative Analyst, and Director of Finance.

DAY ONE: Advocacy Focus – May 16, 2023 – 9:00 a.m. - 6:30 p.m. (free time from 3:30 p.m. – 5:00 p.m.)

Registration/Breakfast at 9:00

Sessions begin at 10:00

Explore how decisions are really made in the Capitol and help shape the outcome of special districts' priorities.

Highlights include:

- Opening General Session with Keynote
- State legislative briefings from CSDA and NSDC lobbyists
- Lunch meeting with Legislators and State Capitol staff invited
- Private legislative reception

DAY TWO: May 17, 2023 – 7:30 - 10:30 a.m.

Doors open/Breakfast at 7:30

General Session begin at 8:30

CSDA is excited to announce that Legislators and Capitol staff will be invited again to a luncheon with attendees. CSDA will make every effort to secure the participation of as many legislative representatives as possible and strive to group attendees with state officials from their region. However, the attendance of specific Legislators and Capitol staff and the exact seating arrangements of attendees cannot be guaranteed due to variables outside the control of CSDA.

In order to provide attendees with flexibility to maximize their travel to Sacramento, the schedule does provide 90 minutes of free time on Tuesday, May 16 from 3:30 p.m. – 5:00 p.m. as an opportunity for attendees to check in to their hotel room, independently schedule meetings outside of the conference, conduct other business as may be necessary, rest, or explore the Capitol area.

Attendee Pricing:

Early Bird Registration on or before April 21, 2023:

\$300 CSDA Member

\$450 Non-member

Regular Registration after April 21, 2023:

\$375 CSDA Member

\$560 Non-member

Interested in Exhibiting/Sponsoring? Check out all of the opportunities and register [here](#).

Hotel Room Reservations:

Room reservations start at the rate of \$205 plus tax. The room reservation cut-off is April 21, 2023; however, space is limited, and rooms may sell out before this date. The attendee will be provided a link to the CSDA room block following your registration.

Cancellation Policy:

Cancellations must be in writing and received by CSDA no later than April 21, 2023. All cancellations received by this date will be refunded less a \$75 processing fee. There will be no refunds for cancellations made after April 21, 2023. Substitutions are acceptable and must be done in writing no than later May 5, 2023. Please submit any

cancellation notice or substitution request to meganh@cda.net or fax to 916-520-2465.

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McKinleyville Community Services District

BOARD OF DIRECTORS

March 1, 2023

TYPE OF ITEM: **ACTION**

ITEM: E.4 **Consider Authorizing the General Manager to Sign on to a Coalition in Support of Association of California Water Agencies (ACWA) Sponsored State Bill (SB) 23 (Caballero)**

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

TYPE OF ACTION: **Roll Call**

Recommendation:

Staff recommends that the Board review the information provided, take public comment, and consider authorizing the General Manager to sign on to a coalition in support of ACWA Sponsored SB 23 (Caballero).

Discussion:

ACWA members are on the front lines of preparing for a changing climate where daily operational and maintenance impacts are revealing the need for continued investments in California's water infrastructure. Despite the urgent need for water supply and flood risk reduction projects, the process of permitting these critical projects can result in significant delays and increased costs.

SB 23 would streamline the regulatory permitting of water supply and flood risk reduction projects in four ways:

1. Reform the process by which an application for a Section 401 Water Quality Certification is deemed complete;
2. Require the review and approval of Section 401 Water Quality Certifications and Lake and Streambed Alteration Agreements to be completed within 180 days of submittal of a complete permit application;
3. Avoid duplicative planning efforts by allowing certain watershed management plans that are already developed and implemented to be used for mitigation required through Section 401 Water Quality Certifications; and
4. Allow project applicants to voluntarily contribute resources to state permitting agencies in order to provide agencies with additional resources to meet the permitting.

This bill, if passed, has the potential to streamline several upcoming District projects including the upcoming Mad River Mainline Crossing project and the Highway Sewer Crossing Project. The fact sheet (**Attachment 1**) includes more

information on SB 23 and how it would streamline the regulatory permitting process of water supply and flood risk reduction projects.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – ACWA SB 23 Fact Sheet

SB 23 (Caballero)

Streamlining Delivery of Critical Water Projects while Protecting the Environment to Meet Challenges of Climate Change

Item E. 4 Attachment 1

California is in a race against climate change. As the wets get wetter and dries get drier, our water systems must be prepared to ensure California can continue to thrive. Building water infrastructure for the 21st century requires regulatory frameworks to move quickly to keep up. SB 23 identifies opportunities to improve and streamline the regulatory permitting process, while preserving established environmental protections, so these critical infrastructure projects are built at the pace and scale needed to prepare for climate change.

The Challenge

While our weather patterns have always been variable, climate change has, and will continue to, exacerbate the weather whiplash that is intensifying both droughts and precipitation events. From 2020 to 2022, California experienced the driest three-year period on record. In 2023, this prolonged drought was met with a series of atmospheric rivers and a bomb cyclone that brought significant amounts of rain and snow, leading to widespread flooding, property damage, and evacuation orders for tens of thousands of residents.

While the need for water supply and flood protection infrastructure is evident, getting these critical, timely projects approved and built can be a significant challenge. Even after the California Environmental Quality Act (CEQA) process is complete, the permitting process can be mired in delays caused by overlapping jurisdictions of state and federal agencies, confusion over what's required for a completed application, and state agency and project applicant staffing issues. As delays occur, costs increase, and depending on the size of the project, delays can ultimately cost water rate payers and taxpayers tens of millions of dollars. This regulatory gridlock can also lead to worse environmental outcomes and delay projects that will benefit the environment.

How SB 23 Can Help

SB 23 would streamline the regulatory permitting of water supply and flood risk reduction projects in four ways:

- 1 Reform the process by which an application for a Section 401 Water Quality Certification is deemed complete;
- 2 Require the review and approval of Section 401 Water Quality Certifications and Lake and Streambed Alteration Agreements to be completed within 180 days of submittal of a complete permit application;
- 3 Avoid duplicative planning efforts by allowing certain watershed management plans that are already developed and implemented to be used for mitigation required through Section 401 Water Quality Certifications; and
- 4 Allow project applicants to voluntarily contribute resources to state permitting agencies in order to provide agencies with additional resources to meet the permitting deadlines established in the bill.

SB 23 Answers Governor Newsom's Call To Action

In August 2022, Governor Gavin Newsom unveiled a set of actions for increasing and diversifying California's water supply. The "Water Supply Strategy: Adapting to a Hotter, Drier Future" calls for a modernization of the state's water system through major investments in infrastructure to create new sources of water supply. The plan also sets specific goals for increasing the amount of water that is stored above and below ground, recycled and reused, and making new water available for use by capturing stormwater and desalinating ocean water and salty water in groundwater basins.

The "Water Supply Strategy" identifies permitting delays as a problem that must be addressed and calls on the Legislature to streamline processes so projects can be planned, permitted, and built more quickly, while still protecting the environment.

SB 23 answers this call to action by proposing specific ideas for how California can streamline the regulatory permitting process for water supply and flood risk reduction projects without compromising environmental protection. This bill would set deadlines for processing applications for a multitude of projects, reduce duplicative planning efforts, broaden the use of existing streamlining tools, and provide permitting agencies with additional resources to meet the requirements of this bill.

Building 21st Century Infrastructure for a 21st Century Climate

Past investments in water storage have proven invaluable in managing extended periods of dry conditions. But we must recognize that new challenges require comprehensive, long-term solutions that will meet the needs of California's communities, economy, and environment through the 21st century. This means integrating modern infrastructure into multi-benefit water management approaches to improve water supply reliability and ecosystem resiliency.

SB 23 would streamline projects that utilize natural infrastructure, such as groundwater recharge to help achieve sustainable groundwater management. Regions of California, long dependent on imported water supplies, are making substantial investments in projects that will create new sources of supply. SB 23 will help accelerate recycled water, desalination, and stormwater capture projects so that these regions have access to a drought-proof sustainable supply of high-quality water.

Streamlining projects incentivizes investment in water projects. Infrastructure investments not only prepare California for a changing climate, they generate jobs and contribute to state and local economies through taxes and purchasing of products and services.

URGENCY FOR INFRASTRUCTURE



DROUGHT RESILIENCE

Water and land managers throughout California are facing steep challenges. The Sierra snowpack supplies about 30 percent of California's water storage, and climate scientists project by the 2040's the snowpack could disappear for years at a time. Prolonged droughts are straining our reservoirs and groundwater basins. The state needs more projects that capture, store, and recycle water amid declining opportunities for conservation and a rapidly changing climate.

FLOOD PROTECTION

Intensified atmospheric rivers can bring large accumulations of rain and snowfall causing severe flooding that disrupts travel and forces people to evacuate their homes. Warmer temperatures due to climate change increase the amount of precipitation that is possible, and late-season warmer, wetter storms can cause rapid melting of snowpack and the overwhelming of water and flood protection infrastructure. This year's storms illustrate the importance of widespread bolstering of flood risk reduction projects that protect life and property.

McKinleyville Community Services District

BOARD OF DIRECTORS

March 1, 2023

TYPE OF ITEM: **ACTION**

ITEM: E.5 **Consider Authorizing the General Manager to Send a Letter of Support for Assembly Bill (AB) 334**

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

TYPE OF ACTION: **Roll Call**

Recommendation:

Staff recommends that the Board review the material provided, take public comment and authorize the General Manager to send a letter of support for Assembly Bill (AB) 334.

Discussion:

Many local governments have been negatively impacted by “Section 1090”, the California Government Code that precludes professionals (such as engineers, surveyors, architects, and geologists) from working on subsequent phases of public infrastructure projects, if these same professionals have had any involvement in earlier phases. The required switching of firms between pre-design and funding, design, and construction creates time delays and increases costs as new firms “come up to speed.” It also prevents firms that assist small Districts such as MCSD to prepare grant applications, to then bid on and perform the design work if the District receives the grant. As is reasonable and expected, firms are reluctant to help with grant applications if they can’t then even bid on doing the design work. There are also not a lot of professional firms to chose from in the County, and if some are eliminated from consideration, it is even harder to find someone competent to perform necessary professional services.

AB 334, sponsored by the American Council of Engineering Companies, and introduced by Assembly Woman Blanca Rubio, seeks to address this issue. Attachment 1 is a draft support letter for AB 334. There is also an AB 334 fact sheet (Attachment 2) that describes more about the bill and its impacts.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

Not applicable at this time, but may have future beneficial fiscal impacts.

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Draft Letter of Support AB 334
- Attachment 2 – Fact Sheet for AB 334

The Honorable Blanca Rubio
California State Assembly
1021 O Street, Suite 5140
Sacramento, CA 95814

Via email to: dylanfinley@asm.ca.gov
With CC to: tmunzing@acec-ca.org

RE: Assembly Bill 334 - SUPPORT

Dear Assemblywoman Rubio:

On behalf of [name of your agency/city], I strongly support Assembly Bill 334, which seeks to clarify our state's conflict of interest law, California Government Code Section 1090. This law decreases local control of our procurement processes and puts an undue financial burden on small and rural local governments.

For example, when we seek to contract with engineers, land surveyors, architects, and geologists on public works infrastructure projects, these design professionals are increasingly and inappropriately subject to the terms of Government Code Section 1090. As a result, well-qualified professionals are precluded from participating in subsequent phases of work if they had any involvement in an earlier phase.

This means that we must contract with another professional firm, which has little or no prior experience with our public works project. Their fees will of course include time to "come up to speed" and learn about our infrastructure and systems. The time delay and increased fees are things that small and rural municipalities and districts cannot afford.

Public agencies should be free to choose through a competitive process who the most qualified professional is, and to partner with them to deliver projects to our constituents.

Thank you for your leadership in addressing this issue and working toward a solution.

Sincerely,

[Signature, Name, Title]

AB 334 (Rubio)
Public contracts: conflicts of interest
As Introduced January 30, 2023

Bill Summary

AB 334 provides clarity to public agencies when contracting with independent contractors on public projects that their normal, historical contracting practices will not violate state conflict of interest rules.

Existing Law

Under current statute and case law, independent contractors that provide successive phases of services for public projects *may* be subject to the terms of Government Code §1090, the state's conflict of interest statute. Because of unclarity surrounding §1090 and its implementing case law, public agencies increasingly, since 2013, preclude highly qualified consultants from competing to work on subsequent phases of their public works projects out of fear that their actions *could* be perceived in the future to result in a conflict.

Background

Public officials must ensure that they conduct their operations transparently, fairly, and in the complete best interest of the public. Ethics regulations not only strike at literal violations, but also seek to prevent even the appearance of impropriety. For the better part of the past century, California has prohibited elected officers, public officials, and public employees from being “financially interested in any contract made by them in their official capacity” (§1090). Recently, courts have expanded the application of §1090 to include independent contractors when their actions rise to the level of “transacting on behalf of” a public agency (i.e. considered an “agent” of the agency).

There is additionally court precedent that consultants and independent contractors serving in advisory positions who have the potential to “exert considerable influence” over the contracting decisions of a public agency could be subject to §1090 (i.e. considered an “agent” of the agency).

Unfortunately, there is no clear standard in statute as to the actions that, if taken, would result in an independent contractor being considered an “agent”

and thus subject to §1090. Additionally, current law dictates that anyone who violates §1090, or causes someone else to violate §1090, can face administrative, civil, or criminal penalties.

As a result, public agencies are today reluctant to award subsequent work to any independent contractor for fear that doing so may result in a real or perceived conflict, if that independent contractor is later found to have acted, even unknowingly, as an “agent.”

Finally, in accord with procurement laws for design professional services (Government Code §4525 et seq.), any project affecting infrastructure in California must be designed, overseen, and inspected by the most qualified and competent professionals available. Precluding specific design professionals from successive phases of a project forces consultants to withhold proposals and services that may be in the public interest, forcing agencies to spend more money for less value as a new professional learns the background, develops an understanding of the issues, and revisits decisions already made on a project.

Solution

AB 334 will clarify Government Code §1090 according to previous court rulings and will return control to public agencies to once again determine for themselves their own contracting decisions. Public agencies will still retain the right to set their own contract requirements or disallow contracts for any reason they desire.

Sponsor

American Council of Engineering Companies, California (ACEC California)

For More Information

Dylan Finley
 Office of Assemblywoman Blanca E. Rubio
 1021 O Street, Suite 5140
 (916) 319-2048
 Dylan.Finley@asm.ca.gov

McKinleyville Community Services District

BOARD OF DIRECTORS

March 1, 2023

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.A **Finance & Administration – January - February 2023 Report**

PRESENTED BY: **Nicole Alvarado, Finance Director**

TYPE OF ACTION: **None**

FINANCIAL, AUDIT, & BUDGET INFORMATION

The District has \$813,722 to date in the Trust Account for the Biosolids Disposal project. A check for \$540,657 was received and deposited in January.

Customer adjustments at January month-end total \$0, the annual budget for this sub-item is \$45,000. (GL# 501/551-62120)

Total Board Travel as of November 30th, 2022 is \$11,411 which is 74% of the approved \$15,500 budget for this item. (GL# 001/005/501/551 62090/62155-888)

Audit/Budget Update:

The first draft of the Water/Wastewater/Streetlights Capital Projects budget is included as an item for the March Board meeting. April and May will bring drafts of the Parks/General Fund and Water/Wastewater operating budgets respectively, with the final budget brought to the Board for approval in June.

Treasurer's Report Highlights:

Water Fund capacity fees collected through January totaled \$274,561. Wastewater Fund capacity fees of \$449,381 were collected through the end of January. Water capital contributions total \$73,570 and wastewater capital contributions total \$72,510. 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.

Investments and Cash Flow

The Investment and Cash Flow report shows the balances and activity in each major cash account held by the District. The operating accounts are listed first, followed by each investment account (LAIF, Humboldt County Trust Accounts, the USDA Bond Sinking Fund account, and CalTRUST.) At the end of the report, the total cash and

investments from the prior month is listed so users can see the change from month to month. The current month total is also broken down at the very bottom of the page. Cash and Cash Equivalents contains working capital and reserves designated by Board policy. Other legally required cash reserves for various loans are stated and accounted for separately.

OTHER UPDATES

We have received executed agreements with CalPERS for the establishment of the Section 115 Trust approved by the Board in February. Staff has a meeting with CalPERS on March 7th to review account set up and contribution instructions.

Staff has been working on a comprehensive cross training plan. Customer Service Supervisor David Baldosser is training Customer Service Representative Eava Young on lead utility billing responsibilities. Office Assistant Norman Schwenn is learning how to create utility bills and how to send customers to collections. In March, Customer Service Specialist Joseph Blaine will present a training on utility connection fees. The team is doing a great job!

McKinleyville Community Services District

BOARD OF DIRECTORS

March 1, 2023

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.B **Operations Department – January / Feb. 2023 Report**

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

TYPE OF ACTION: **None**

Water Department:

Water Statistics:

The district pumped 38.5 million gallons of water in January. Eight 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 in January. 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 performed. This is done to verify customer hasn't tied back into their alternative water supply which would then require them to reinstall their DCV.

Average and Maximum Water Usage:

The maximum water usage day was 1.5 million gallons and the average usage per day was 1.2 million gallons.

Water Distribution Maintenance:

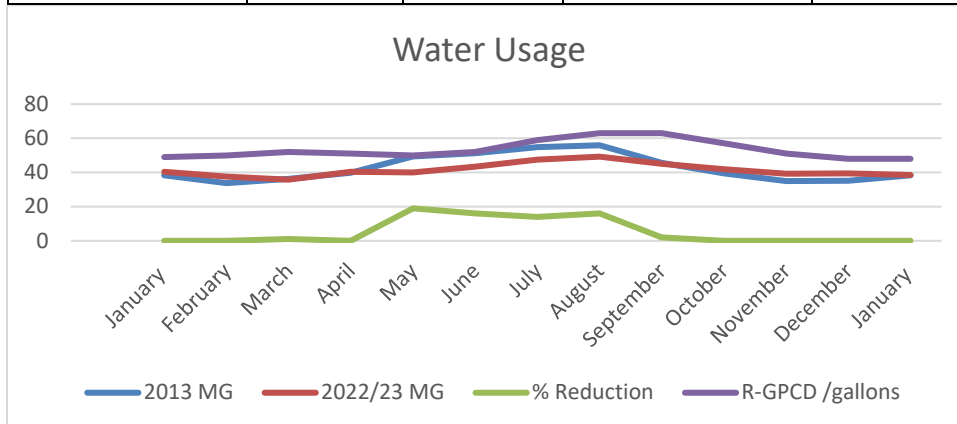
Weekly Bacteria Samples were collected on Schedules 1,2,3,5 and 6 which represent different locations in the water distribution system. The schedules are made up of a sample taken in each pressure zone. Several tampered meter repairs were made due to gophers chewing on wires. Repairs were made and wires were armored to prevent future gopher issues. A service line leak was repaired on Central Avenue due to a split in the pipe. Several water service and repair trench patches were saw cut in preparation for paving.

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. The Cochran drain line was cleaned out with the Vac-con to remove tank cleaning debris and preventing it from plugging up the pipe. String trimming and mowing continues at the new tank site location in preparation for the project. Norton Tank asphalt was pressure washed due to moss and debris. A rust spot was repaired on the roof of Cochran Tank B. The semi-annual amp and meg all water station motors was completed. During this time, motors are checked for balance, and adjustments are made where electrical balance is out of tolerance.

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 (MG)	2022/23 (MG)	% Reduction	R-GPCD
January	38.241	40.314	(-6)	49
February	33.751	37.674	(-11)	50
March	36.244	35.798	1	52
April	39.755	36.072	10	49
May	49.407	40.019	19	50
June	51.337	43.312	16	52
July	54.757	47.464	14	59
August	55.908	49.252	16	63
September	45.702	45.118	2	63
October	39.439	41.856	(-6)	57
November	34.879	39.227	(-12)	51
December	35.203	39.420	(-11)	48
January	38.241	38.464	(0)	48



R-GPCD = Residential Gallons Per Capita Day

New Construction Inspections:

Midtown Court Tract: Plans were reviewed, and plan check fees have been paid. This project has not started yet. Washington Estates: Contractor has installed Sewer mains and manholes per MCSD Specifications. Water mains and services have been installed and testing is pending on other utilities being installed.

Sewer Department:**Wastewater Statistics:**

33.2 million gallons of wastewater were collected and pumped to the WWMF. 46.3 million gallons of wastewater were treated and discharged to land disposal or reclamation in January.

Sewer Station Maintenance:

Monthly inspections and daily routines were conducted on all sewer stations. The drywell blower at the Letz station was repaired due to bearings worn out. Wet well washing was completed at B Street and Fischer stations. This is done quarterly to remove grease from the well and preventing rags from being sucked into the pumps and causing pump failure. The washing also helps eliminate hydrogen sulfide build-up on the walls which can eat away at the concrete casing. The Fischer wetwell railing and ladders were also cleaned during this time. All pumps were also checked for wear and tolerance and shimming was performed on pumps where needed. During the wet well washing, the sump pump at B Street was found to not be pumping efficiently. Staff removed the pump, cleared the debris and placed it back into service. The Fischer comminutor was also lubed during this time as the annual maintenance. The semi-annual amp and meg all water station motors was completed. During this time, motors are checked for balance, and adjustments are made where electrical balance is out of tolerance. During the monthly inspections, the Kelly compressor was not functioning properly. Staff removed and replaced the compressor.

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 monitoring the sewer flow in manholes using the Smartcover flow totalizers. This data will be compared to the dry weather flow to try locating areas where inflow and infiltration is entering the sewer mains. These devices will be moved around to selected manholes during the winter. Manhole inspections continue. Staff will be monitoring flow and conditions and logging the data into the online portal that was designed for the inspections. The mapping portal helps identify manholes needing inspections, along with repairs needed.

Wastewater Management Facility:

Daily and weekly maintenance continues at the treatment plant to perform required service on the equipment. Two new basin chain actuators were replaced due to not operating and having a failed motherboard.

Daily Irrigation and Observation of Reclamation Sites:

Discharge has been going to River since early December. Staff has been clearing out the yellow storage building at the Pialorsi Ranch to make room for storing materials. Repairs were made to the barn along with new sliding doors built. Ordered fencing to replace west fence at Fischer Ranch.

Street Light Department:

There were no streetlight complaints in January. There are 4 pending issues that are waiting on PG&E. These issues were scheduled for repairs but didn't take place due to the earthquake and storm events.

Promote Staff Training and Advancement:

Weekly tailgate meetings and training associated with job requirements. Staff received training on Basic Office Safety, Confined Space, staying Healthy and Safe Fuel Handling.

Special Notes:

Monthly river samples were completed.

Monthly Self-Monitoring Reports (DMR/SMR) were submitted.

Public Water Monthly Monitoring report was submitted.

Monthly Water Quality report was sent to the Dept. of Health.

Attended Micro-grid progress meeting

Attended Community Forest meeting

Attended design meeting for 4.5 MG tank project.

Completed and submitted WWMF annual report

Completed and submitted annual Wastewater Volumetric report

Completed and submitted Annual Drinking Water Discharge report

Built excel spreadsheets for 2023 data entries

Worked on Operations CIP and attended meeting to discuss budget needs

Quarterly well samples were completed

GIS:

Plans & Programs

- Reviewed SSMP/OERP for Annual In-House Audit
 - Organizational Chart updated
 - Future project dates updated
- Biennial In-House Audit of SSMP/OERP completed.
 - Report completed and filed in SSMP Binder
- Reviewed Submittal of Drinking water Discharges and BMP's
 - No Changes Were Made
 - Report sent to Water Board
- Was shown the CalARP WWMF site Inspection process with Drew
 - Inspection report filed to CalARP binder

Maps Completed/General GIS

- Easement Shapefile layer

- Almost all Easement files added to layer with exception of approx. 25 files
- Contacted Jerry Van Dohlen and is locating current parcels pertaining to remaining easements.
- Created list for Easements needed for parcels without Easement.
- Created a Python Program for Manhole Inspection Data
 - Used for extracting Manholes in need of maintenance
- Minor edits to Sewer and Water data with GPS

Misc. Work Completed

- USA's
- Operations Document Filing
- Attended TAC Meeting

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McKinleyville Community Services District

BOARD OF DIRECTORS

March 1, 2023

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.C **Parks & Recreation Director's Report for February 2023**

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

TYPE OF ACTION: **None**

TEEN & COMMUNITY CENTER-BOYS & GIRLS CLUB PARTNERSHIP:

Staff continues to meet with BGCR staff weekly. The Teen Club hours are Monday- Friday 2:00pm-7:00pm. The Teen Club is running a wide variety of programs including a weekly cooking program, a cycling program, an art program, a community service program and several BGCA national programs such as Power Hour, SMART Girls, SMART Moves and Youth for Unity. The Club's average daily attendance reached 25-35 teens per day.

PARK AND RECREATION COMMITTEE:

The Park and Recreation Committee (PARC) met on February 16, 2023. The notes from the meeting can be reviewed in **Attachment 1**.

BMX TRACK & PARK PROJECT:

Melton Design Group is finalizing a design that can be released for public input. It is anticipated that the design will be ready for a public input review and comment in early March. Staff will schedule and facilitate a public meeting when the design is ready.

COMMUNITY FOREST UPDATES:

The property appraisal is approximately complete. Trust for Public Lands hopes to complete the property acquisition and transfer by June 30th. Green Diamond is working on legal descriptions for the title documents. Some survey work for lot line adjustments and easement language is needed and GDRC is working to get this done.

RECREATION PROGRAM UPDATES

- Registration is currently being accepted for Breakout Vacation Camp February 21-24 during the President's week break and April 10-14 during Spring break week.
- Drop-in Pickleball is running on Monday & Wednesday mornings 9:30am to 12:30pm and. \$4 per person. Friday Pickleball is cancelled until the end of the Youth Basketball League. Pickleball is run by volunteers.
- Drop-in Kung Fu is on Tuesday and Thursday evenings 5:30pm-7:00pm \$10 per person per class. Bulk class passes are available to purchase at \$7.50 per class
- Drop-in Tai Chi is Sundays 11:00am-12:00pm \$10 per person per class. Bulk class passes are available to purchase at \$7.50 per class
- The Martial Arts classes are averaging 10-14 people per class.
- Sunday Night drop-in Basketball is averaging 12-16 participants per week.
- Youth Basketball League is halfway through the season. 220 youth in grades 3rd-9th are enrolled.

- We are currently accepting enrollment for the Pee Wee Basketball Program for Kindergarten through second grades. Pee Wee Basketball will run April 22nd through June 3rd.
- Tot-letics Soccer began on January 21st. The program currently hosts 38 youth ages 3 to 5 years old. The next Tot-letics session is tee-ball and it will run March 18th through April 15th.
- Playgroup for children 0-5 runs weekly on Thursdays from 10:30am-12:30pm. This program is funded by a grant through First 5 of Humboldt.

PARK & FACILITY MAINTENANCE UPDATES:

Park maintenance has been doing a lot of work at Hiller Sports Site, getting fields ready for spring youth sports. The Parks crew and NHES continue the routine schedule for maintenance on Central Ave. and Open Space Zone landscaping. Staff continue to keep up with daily/weekly routine facility and vehicle maintenance. Monthly inspections were conducted on all facilities and Open Spaces.

Interior renovations at Azalea Hall began February 11th with the renovating of the walls, removing wall paper, followed by texturing the walls and painting. The Hewitt room walls should be complete by mid-March. New flooring is scheduled to be installed in the Hewitt room and lobby in mid-April. Interior renovations at Azalea Hall is funded by the Prop 68 Per Capita Grant program. The renovations will include new flooring in the Hewitt room and Lobby, renovated walls and new window coverings, a new front door and HVAC replacement. It is anticipated that all renovations will be complete by the end of the 2023 calendar year.

FACILITY RENTALS & USE

- 9 Azalea Hall Rentals plus a weekly meeting room rental in January through March.
- 12 Activity Center Rentals January through March.
- 3 Pierson Park rentals January through March.

OTHER UPDATES:

- Staff drafted the 2023 Hiller Sports Site Use Agreements for McKinleyville Little League and Mad River Girls Fastpitch Softball.
- Staff met with MSPTO representatives and established a date for co-hosting a middle school dance. The MOU will go to the MCSD Board for approval on March 1st.
- The Winter/Spring Newsletter & Activity Guide mailed the week of February 13-17.
- Staff is planning a new slate of summer specialty camps in lieu of the Kids Camp Summer Day camp program that has suffered declining enrollment for several summers and is no longer sustainable.
- Staff continues to participate as members of the McKinleyville Chamber of Commerce Board of Directors, the McKinleyville Family Resource Center Board of Directors and the Boys & Girls Club of the Redwoods Board of Directors.
- Staff continues to provide support to other departments of the District; assisting with accounts payable, and payroll.

ATTACHMENTS:

Attachment 1 – PARC Meeting Notes 2-16-2023

Thursday, February 16, 2023

6:30pm

Parks & Recreation Committee Meeting

NOTES

Members Present: Johnny Calkins, Ben Winker, Scott Binder, Jennifer Ortega, Jane Fusek, Heidi Conzelmann, Phil Heidrick, Julie Giannini-Previde

Members Absent: Laura Bridy, John Kulstad, Charlie Caldwell

Meeting Notes:

Communications:

- Staff informed committee of recent Measure B research and findings.

Public Comment:

- None

Dept. Director Report:

- Jane Fusek pointed out an update needed on the Hiller trails map available on the website.
- Jen Ortega asked about the recent survey for teen activities that was released.
 - Staff explained the survey was to gather input for potential summer programs.
- Julie Giannini-Previde asked to know more about the Hewitt Ranch property.
 - The committee would like to walk the property in the spring.

Community Forest Updates

- Staff reported on recent discussions with Green Diamond Resource Co. and the current status of the project.

BMX Track and Park Project:

- Staff updated committee on status of design process. Melton Design Group is aiming to have a design to present at a public input meeting sometime in early March.
 - Heidi Conzelmann requests the meeting not be scheduled for March 9th as there is a MUSD parent event happening that evening.

Report on Actions of MCSD Board of Directors

- No actions reported

AdHoc Committee Reports:

- Skate Park— No report. No presentation from HSC.
- Fisher Ranch Estuary project— Congressman Huffman visited the site. Public access restricted areas need better/clearer signs and messaging.
- BMX— See notes on above
- Community Garden—Nothing to report

Agenda Items for next meeting:

None offered.

Adjournment:

- Adjourned: approximately 7:36pm

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McKinleyville Community Services District

BOARD OF DIRECTORS

March 1, 2023

TYPE OF ITEM: **INFORMATIONAL**

ITEM: F.3.D **General Manager’s Report for March 1, 2023 Meeting**

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

TYPE OF ACTION: **Information Only**

A summary of activity for the month of February 2023

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:

• Use of NHE Services =	\$2,490
• WEX Labor Reimbursement =	\$0
• SWAP =	\$7,200
• Volunteer Pickleball Labor =	\$329
• Staples Cost Savings =	\$70
• Switching of phones to CalNET	\$1,250
• Amazon Business =	\$30
• Repair Metal Barn at Pialorsi Ranch =	\$4,200
• Repair Rusted areas on Tank 1B =	\$240
• Repair B Street Sump Pump =	\$120
• Replace Kelly Compressor =	\$180
• <u>Replace U-Joints Fischer Pump 1 =</u>	<u>\$480</u>
TOTAL COST SAVINGS FOR FEB =	\$16,589

So far, for the District’s 2022/23 Fiscal Year, Staff was responsible for \$152,247 in savings to the District and its Rate Payers.

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.

2023 continues to be busy! – 2023 continues to steam along and it is March already. The Central Avenue Water & Sewer Rehab Project is taking right off. We awarded the Contract to GRS and they signed everything, and we will issue the Notice to Proceed on Mach 1. They are jumping right in. We are still waiting on the schedule, but I will get that out to everyone as soon as I see it. The 4.5MG Tank is also out to bid and bids are

due back March 28, and we will start that construction this spring/summer. The Microgrid is still limping along, but we've finally gotten PG&E's attention and hopefully can get a permit out of them. The Highway Sewer Crossings grant also seems to be getting some life again. I hope the completion of the Cultural Resource Survey contract awarded at this Board Meeting will gather the necessary information necessary to satisfy FEMA, and we can get authorization to move on to the final design. We have also received the grant authorization to move forward on the replacement of the Hewitt redwood tanks with new bolted steel tanks. Meanwhile we are well into the design on the BMX Park and the Office Remodel. We have also finished up the survey for the Measure B reauthorization, and I really want to take that to the Voters this year. And then there is the Community Forest. That property transfer also looks like it is going to happen in June or July, and we can get back into our Public outreach on that development. This on top of our day to day running of the Water, Sewer, Parks & Recreation and Streetlights operations. It is not going to be boring. Staff looks forward to working with the Board on all these projects.

COVID-19 –The District has had positive tests for Covid this month, but they were not serious and no-one else at work was exposed or came down with it. We continue to purchase at home test kits to allow Staff to monitor their health if they are exposed or begin to feel symptoms. The cold/flu that is going around has definitely made the rounds in the office and we are encouraging folks that feel it coming on to stay at home and not spread it.

4.5 Gallon Water Tank Project – We have gone out to bid on this project on February 15, 2023. Bids are due back on March 28th. The bid package is on the District's website under "About Us/Bids and RFPs" if anyone wants to look at the documents. We anticipate bringing the recommendation for the award of the contract to a Special Board Meeting on April 12th.

As the Board is aware, the estimated project construction costs have gone from \$9.4M to an estimate of \$11.87M (with an estimated range from \$11.3M to \$13.65M). The District's match for this project is currently at \$2.6M and if the construction increases by another \$2.4M, our match will increase to \$5M. We have reached out to CalOES to see if there is additional funding in this disaster declaration and have been informed that there is an additional \$2M. We have submitted a formal request for the additional \$2M available but have not received a formal approval of the request yet. We also submitted a grant application to the North Coast Resource Partnership as part of the Prop. 1, Round 2 funding and were approved for \$879,209 in funding from the NCRP grant. This will greatly help with the shortfall.

We also requested a formal time extension from CalOES/FEMA for the project to extend the completion date out until February 2025. We received formal approval for the extension a couple of weeks ago, extending the Project Performance Period out until February 4, 2025. We should be able to finish up the project by then.

Escrow for the purchase of the land from American Hospital Management Corp. (AHMC) was anticipated to close on October 4, 2022, but did not. We are still waiting for the final escrow documents from the Title Company. We will continue to pressure the Title Company to finalize the sale.

Central Avenue Water and Sewer Mainline Replacement Project – As reported at the February 1, 2023 Board Meeting, GR Sundberg was the low bidder at \$2,532,275, and was awarded the contract. We have received all their contract, insurance and bond forms and anticipating issuing a Notice to Proceed on March 1. We will then hold the Kick-off Meeting and get a schedule from GRS for the work. They anticipate starting soon, but I want to make sure we have sufficient time to notify the Public before they begin work. We will send the schedule to the Board as soon as we've had a chance to review it, and will also get it up on our Website and Facebook page.

This project is being funded by \$1.9M in water bond sales and \$1M in wastewater bond sales.

SRF Energy Efficiency WWMF Micro-grid Project – The installation of the microgrid at the Wastewater Management Facility (WWMF) continues to be behind schedule. The solar portion of the facility was brought on-line and signed off by PG&E on July 1, 2022. The District has been using and exporting solar energy since then. The battery portion of the system is still grinding its way through the PG&E permitting process. The contractor, Ameresco, used some of their high-level connections to shake things up and we finally got PG&E's attention. We have been having weekly meetings with PG&E's permitting folks for the last few weeks and those have allowed the permit to finally move forward. Upon PG&E approval, the entire microgrid will then be operational. We have also had the final inspection from the State Water Resources Control Board to provide them with the information they need to close out the grant and make the final payments.

Sewer Undercrossing Project – FEMA has still not completed their National Environmental Policy Act (NEPA) review and issued a Finding of No Significant Impact (FONSI) to release the Phase 2 funding of the grant to fund the final design and construction of the project. We had been informed that FEMA contractors were to complete additional Cultural Resource surveys in early November at the southern crossing site. We were then informed that the FEMA on-call contract for the

performance of this work would expire before the work could be completed. We were contracted by FEMA to see if the District could contract directly for this work. We requested three proposals for the performance of this work and received two, in the amounts of \$117,025 and \$119,796.90. We had requested a third proposal, but unfortunately did not receive it. We also had a phone call with CalOES Staff to discuss whether they would cover these costs. We were informed that they likely had the funding to cover these costs, but since we only received two proposals, we would have to go back out to bid to attempt to receive a third proposal. District Staff circulated another Request for Proposal (RFP). As detailed at this March 1, 2023 Board Meeting, the District received three responsive proposals and Staff recommended awarding the contract to Pacific Legacy for a not to exceed amount of \$111,505.85. We need to request a grant funding increase from CalOES and get it approved prior to implementing this work.

Office Remodel – LDA Partners continues to work on the Office Remodel design. LDA completed an initial conceptual layout and District Staff commented on it back in November. They updated the floorplan and a second review meeting occurred in early February to provide Staff feedback to LDA. LDA's schedule has them completing the 60% design submittal in March 2023 and going out to bid in October 2023. We'll of course see what the estimated costs come back at and make final decisions on when/if we want to go out to bid. It also appears that this schedule is slipping a bit, which is likely fine as we are plenty busy with other projects.

Reporting by Sheriff's office, County Public Work – A regular meeting has been scheduled with President Orsini, GM Kaspari, Supervisor Madrone, and the MMAC Chair, Lisa Dugan, to occur on the fourth Monday of every month to discuss various topics of concern to all three organizations and the community. The month's meeting was canceled as it fell on Presidents Day. President Orsini & Lisa Dugan, the new MMAC Chair, met to discuss having County Department Heads attend some of these meetings to discuss issues with them related to McKinleyville.

McCluski/Hewitt Tank Replacement Project – This project consists of the replacement of the two existing redwood tanks at the west end of Hewitt Ave. The existing 100,000 gallon and 150,000-gallon redwood tanks located on McCluski Hill are two of six water tanks that serve the District. The 100,000-gallon tank was constructed in 1972 and the 150,000-gallon tank was constructed in 1982. Both tanks were built prior to the amendment of the Uniform Building Code in 1994 to address seismic provisions meant to address issues recognized in the 1994 Northridge Earthquake. Both redwood tanks are also reaching the end of their useful life. We propose to replace both tanks with 200,000 gallon, bolted steel tanks set on new foundations.

We had submitted a Hazard Mitigation Grant application for this project back in March 2021. We heard in December 2021 that this project would be forwarded on to FEMA for funding. We received the grant agreement from CalOES on February 17th 2023. This will be for Phase 1 funding, which will include the Biological and other Special Studies as well as Geotech assessment and 65% design drawings. We anticipate writing a RFP for this work and releasing it in March and hopefully bring it back for contract approval at the May Board meeting.

The overall cost for this project is estimated to be \$1.44 Million, with 75% Federal Funding (\$1,079,038.50) and a 25% District match (\$359,679.50). This first phase of the work is estimated to cost \$155,750 overall which includes a \$38,938 District match. This grant was included in the current Fiscal Year budget and the recent Rate Study analysis and will be paid for from the Operations CIP budget.

Grant Applications – The Mad River Watermain Crossing Hazard Mitigation Grant application was submitted to CalOES in March 2021. We heard in December 2021 that the project had been forwarded on by CalOES to FEMA for funding. We just received the grant agreement for the Hewitt Tank Project but have not received a grant agreement for the Mad River Crossing. We have received Requests for Information from FEMA on the scope of the projects so it does look like this project will also be 75% grant funded.

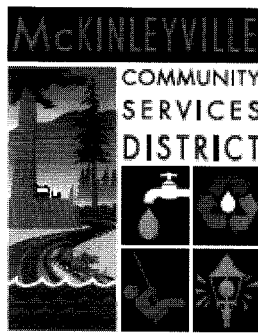
A new Hazard Mitigation Grant was submitted for the upgrade of the Fischer Sewer Lift station on April 6, 2022. This grant, if funded, will cover the complete retrofit of the Fischer Lift Station, which pumps wastewater from the entire southern half of McKinleyville to the wastewater management facility. This would include the replacement of the pumps and upgrading the electrical system, valves, and further seismically strengthen the building. We have been going back and forth with CalOES with Requests for Information on that grant application and feel like this application will likely be approved and submitted to FEMA, but we don't know that for a fact yet.

The Federal Bipartisan Infrastructure Law funding that we will have access to will be run through the EPA funded Clean Water and Drinking Water State Revolving Fund Programs. The SRF funding in California is run through the State Water Resources Control Board. As discussed with the Board at the December 7, 2022 Board Meeting, we have submitted a Clean Water SRF application for funding the retrofit of the Fischer and B Street Lift Stations, which are two of our highest priority Capital Improvement Projects. We submitted this grant application in December 2022 and will of course keep the Board updated on the success of that application.

Meetings –The General Manager attended numerous meetings as usual. The meetings in February included meetings with Green Diamond and the Community Forest Committee to discuss the Community Forest right-of-way and development; several Microgrid construction and permitting meetings; several meeting for the Central Avenue Water & Sewer replacement project; Mad River Restoration project site tours with Congressman Huffman and California Trout; several design meetings on the BMX Park development; several meetings with Kennedy Jenks Engineers on the design of the 4.5MG Reservoir; Rotary meetings; MMAC and Incorporation Subcommittee meetings; several Measure B meetings; and a meeting with CalOES staff on the Highway Sewer Crossing project and the Hewitt Tanks project. As I mentioned, 2023 has started off busy and it is expected to continue for the foreseeable future.

Attachments:

- Attachment 1 – WWMF Monthly Self-Monitoring Report

PHYSICAL ADDRESS:1656 SUTTER ROAD
McKINLEYVILLE, CA 95519**MAILING ADDRESS:**P.O. BOX 2037
McKINLEYVILLE, CA 95519

mckinleyvillecsd.com

MAIN OFFICE:PHONE: (707) 839-3251
FAX: (707) 839-8456**PARKS & RECREATION OFFICE:**PHONE: (707) 839-9003
FAX: (707) 839-5964R.W.Q.C.B. NORTH COAST REGION
5550 SKYLANE BLVD., SUITE A
SANTA ROSA, CA 95403

February 22, 2023

RE: MONTHLY MONITORING REPORT

Dear Justin:

Enclosed is the Monthly Monitoring Report for January 2023 for McKinleyville Community Services District Wastewater Management Facilities WDID NO. 1B82084OHUM, operating under Order Number R1-2018-0032.

The normal discharge of effluent was 31 days going to 001. The required monitoring and water quality constituents that were tested and reported was in compliance in January.

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			Compliance
Ammonia Impact Ratio	mg/L	1.0			1.0			Compliance
Dichlorobromomethane	ug/L	.56			1.4			Compliance
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 January are as follows. Median was <1.8 and a Maximum of <1.8. Four samples were collected in the month of January and was in compliance.

Monthly River Monitoring was conducted in January.

McKINLEYVILLE COMMUNITY SERVICES DISTRICT WASTEWATER MANAGEMENT FACILITY MONITORING DATA

MONTH: January 2023

DATE	INFLUENT FLOW	EFFLUENT FLOW	EFFLUENT MAXIMUM	RIVER	RIVER	INFLUENT MONITORING				EFFLUENT MONITORING					RSW-001			RSW-002					
	M.G.D	M.G.D	GPM	CFS	Dilution	B.O.D. mg/L	TSS mg/L	pH	(C°)	B.O.D. mg/L	TSS mg/L	CL ₂ RES	RIVER CL ₂ RES	SETTLABLE SOLIDS	TOTAL COLIFORM	TIME	PH	TEMP	D.O.	TIME	PH	TEMP	D.O.
1	1.081	1.843	1316	7750	2643			6.9	11.3			1.7	0.00										
2	1.079	1.846	1309	4830	1656			6.9	10.9			1.6	0.00										
3	1.011	1.842	1308	3630	1246			7.0	10.5			1.6	0.00		<1.8	15:00	6.8	11.8	11.4	15:10	6.7	11.3	11.2
4	0.978	1.827	1328	2690	909			7.0	11.7			2.1	0.00										
5	1.122	1.826	1313	5470	1870			6.9	11.9			2.1	0.00										
6	1.059	1.818	1383	7070	2295	260	210	7.0	11.4	0.0	1.6	1.9	0.00	<0.1									
7	1.093	1.804	1340	5040	1688			6.9	11.3			2.0	0.00										
8	1.286	1.800	1335	15800	5312			6.9	11.4			1.8	0.00										
9	1.131	1.510	1739	8480	2189			7.0	11.4			1.8	0.00		<1.8								
10	1.094	1.424	1348	7410	2467			6.8	12.8			2.4	0.00			15:55	7.0	10.5	11.3	16:05	7.1	11.7	11.3
11	1.089	1.523	1399	7060	2265			7.0	13.0			1.9	0.00										
12	1.062	1.533	1404	8350	2670			6.8	13.4			1.7	0.00										
13	1.197	1.579	1448	7540	2337	380	270	7.0	13.8	2.7	1.4	1.8	0.00	<0.1									
14	1.273	1.577	1459	8530	2624			7.1	13.7			1.8	0.00										
15	1.299	1.614	1507	11300	3366			6.9	12.6			1.9	0.00										
16	1.245	1.603	1392	7920	2554			7.0	11.8			2.0	0.00										
17	1.103	1.535	1412	5650	1796			6.9	11.8			1.8	0.00		<1.8								
18	1.114	1.484	1392	4380	1412			7.0	11.8			1.8	0.00			13:20	6.9	8.3	11.5	13:30	6.9	8.1	11.2
19	1.117	1.550	1428	4170	1311			7.0	11.9			1.7	0.00										
20	1.046	1.444	1401	3540	1134	240	180	6.9	11.2	2.7	2.0	1.9	0.00	<0.1									
21	1.071	1.364	1313	2920	998			6.7	10.4			2.4	0.00										
22	1.094	1.332	1334	2380	801			7.0	11.1			2.9	0.00										
23	1.007	1.299	1285	2010	702			6.9	11.1			2.2	0.00		<1.8								
24	0.969	1.291	1320	1730	588			7.1	11.0			2.1	0.00			14:10	7.1	11.2	11.5	14:20	7.2	10.4	11.3
25	0.977	1.283	1293	1530	531			7.1	11.1			2.3	0.00										
26	0.941	1.250	1236	1390	505			6.9	11.8			1.9	0.00										
27	0.933	1.243	1268	1270	450	360	230	6.9	11.3	2.6	2.7	2.4	0.00	<0.1									
28	0.958	1.198	1273	1190	420			7.0	12.0			2.3	0.00										
29	1.011	1.106	1230	1130	412			7.0	11.8			2.4	0.00										
30	0.922	1.055	1145	1050	412			6.8	11.8			2.5	0.00		<1.8								
31	0.911	0.977	1194	985	370			7.0	11.7			3.0	0.00										

MONTHLY TESTS EFF-001 DISCHARGE TO RIVER

Ammonia Impact	Ammonia	Nitrate	Hardness	Phosphorus	Bis Phthalate	Carbon Tetrachloride	Chlorodibromomethane	Dichlorobromomethane	Turbidity % Increase
0.05	1.0	2.2	96	4.7	ND	ND	ND	DNQ 37	N/A

MONTHLY RIVER RSW

MONTHLY TESTS LND-001, REC-001 DISCHARGE TO PERC PONDS and LAND									MONTHLY RIVER RSW-002									
Organic Nitrogen	TDS	AMMONIA	NITRATE	NITRITE	SODIUM	CHLORIDE	BORON		TDS	Hardness	Ammonia	Conductivity	Turbidity	TDS	Hardness	Ammonia	Conductivity	Turbidity
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		120	64	ND	56	143	95	55	ND	105	145

ACUTE TOXICITY			Quarterly Tests		Value in ug/L		BOD & TSS		BOD		TSS		TSS	
Date	Species	TST Pass/Fail	Bromoform	Chloroform			mg/L	LBS/DAY	% Removal	mg/L	LBS/DAY	% Removal		
1/19/2023	Rainbow Trout	Pass		1.8			30 DAY AVERAGE	2	24	99	2	24	99	

Remarks

232

EFF-001
REC-001
Quarterly
Permit Exceedance

**McKINLEYVILLE COMMUNITY SERVICES DISTRICT
WASTEWATER MANAGEMENT FACILITY
EFFLUENT DISCHARGE DISPOSAL**

JANUARY 2023

Discharge Monitoring DATE	M-INF INFLUENT MGD	M-001 EFFLUENT MGD	MAXIMUM GPM	002 LND-001 N.POND MGD	002 LND-001 S.POND MGD	004 REC-001 FISCHER MGD UPPER	003 REC-001 FISCHER MGD LOWER	006 REC-001 PIALORSI MGD	005 REC-001 HILLER MGD	IRRGATE TOTAL MGD	001 EFF-001 RIVER MGD
1	1.081	1.843	1316	Decomissioned Perc Ponds						0.000	1.843
2	1.079	1.846	1309							0.000	1.846
3	1.011	1.842	1308							0.000	1.842
4	0.978	1.827	1328							0.000	1.827
5	1.122	1.826	1313							0.000	1.826
6	1.059	1.818	1383							0.000	1.818
7	1.093	1.804	1340							0.000	1.804
8	1.286	1.800	1335							0.000	1.800
9	1.131	1.510	1739							0.000	1.510
10	1.094	1.424	1348							0.000	1.424
11	1.089	1.523	1399							0.000	1.523
12	1.062	1.533	1404							0.000	1.533
13	1.197	1.579	1448							0.000	1.579
14	1.273	1.577	1459							0.000	1.577
15	1.299	1.614	1507							0.000	1.614
16	1.245	1.603	1392							0.000	1.603
17	1.103	1.535	1412							0.000	1.535
18	1.114	1.484	1392							0.000	1.484
19	1.117	1.550	1428							0.000	1.550
20	1.046	1.444	1401							0.000	1.444
21	1.071	1.364	1313							0.000	1.364
22	1.094	1.332	1334							0.000	1.332
23	1.007	1.299	1285							0.000	1.299
24	0.969	1.291	1320							0.000	1.291
25	0.977	1.283	1293							0.000	1.283
26	0.941	1.250	1236							0.000	1.250
27	0.933	1.243	1268							0.000	1.243
28	0.958	1.198	1273							0.000	1.198
29	1.011	1.106	1230							0.000	1.106
30	0.922	1.055	1145							0.000	1.055
31	0.911	0.977	1194							0.000	0.977
TOTAL	33.273	46.380		0.000	0.000	0.000	0.000	0.000	0.000	0.000	46.380
AVERAGE	1.073	1.496	1350	0.000	0.000	0.000	0.000	0.000	0.000	0.000	1.496
MAXIMUM	1.299	1.846	1739	0.000	0.000	0.000	0.000	0.000	0.000	0.000	1.846
MINIMUM	0.911	0.977	1145	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.977
DAYS	31	31		0	0	0	0	0	0	0	31
DAYS WITH NO DISCHARGE = 0											