

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

**NOTICE IS HEREBY GIVEN THAT A *REGULAR* MEETING OF THE
MCKINLEYVILLE COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS
WILL BE HELD
WEDNESDAY, MARCH 3, 2021 AT 7:00pm**

TELECONFERENCE Via ZOOM & TELEPHONE:
Use ZOOM MEETING ID: 868 5268 1640 (<https://us02web.zoom.us/j/86852681640>) or DIAL IN
TOLL FREE: 1-888-788-0099 (No Password Required!)

To participate, please teleconference using the toll free number listed above, or join through the internet at the Zoom App with weblink and ID number listed above, or the public may submit written comments to the Board Secretary at: comments@mckinleyvillecsd.com up until 4:30 p.m. on Tuesday, March 2, 2021.

All Public Comment received before the above deadline will be provided to the Board at 9 a.m. on Wednesday, March 3, 2021 in a supplemental packet information that will also be posted on the website for public viewing.

To participate during the meeting itself, the public will be admitted as attendees. Each member of the public will need to raise their hands to be recognized to speak.

AGENDA

7:00 p.m.

A. CALL TO ORDER

A.1 Roll Call

A.2 Pledge of Allegiance

A.3 Additions to the Agenda

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

A.4 Approval of the Agenda

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.*

- Zoom Public Comment: When the MCSD Board President announces the agenda item that you wish to comment on, you must use the “raise your hand” feature that is present at the bottom of your screen. If you are on the phone, you will need to press star (*) 9 on your phone, which will raise your hand. When it is time for public comment on the item you wish to speak on, you will be recognized by the Board President and you will be allowed to unmute (please note, your unmute and video are disabled throughout the meeting, and your audio only will be enabled when called upon, and you will be able to unmute at that time). You will have 3 minutes to comment.

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 3, 2021 | Pg. 7 |
| | Attachment 1 – Draft Minutes from February 3, 2021 | Pg. 8 |
| D.2 | Consider Approval of December 2020 Treasurer’s Report | Pg. 15 |
| D.3 | Compliance with State Double Check Valve (DCV) Law | Pg. 37 |
| D.4 | Approve Conflict Waiver Relating to the Exclusive Representation of Humboldt Bay Municipal Water District (HBMWD) by Mitchell Law Firm in Connection with the Contemplated Trinidad Rancheria Water Mainline Extension | Pg. 39 |
| | Attachment 1 – February 3, 2021 letter from Mitchell Law Firm: Disclosure of Conflict of Interest; Request for Mutual Waiver from McKinleyville CSD and Humboldt Bay Municipal Water District | Pg. 41 |
| | Attachment 2 – Consent Waiver related to exclusive representation of HBMWD by Mitchell Law Firm, LLP | Pg. 47 |
| D.5 | Consider Approval of District becoming a Listed Supporter to the | Pg. 49 |

	Special Districts Provide Essential Services Act of 2021 (S.91/H.R.535) Attachment 1 – CSDA Call for Support Information	Pg. 51
D.6	Approve Second Amendment to the Cell Tower Lease with PWM, Inc. for Existing Cell Towers at District Headquarters Property Attachment 1 – Second Amendment to Lease Option and Ground Lease between MCSD and PWM, Inc. for cell tower at 1656 Sutter Road, McKinleyville Attachment 2– Original Lease Option and Ground Lease for cell tower Attachment 3 – First Amendment to Lease Option and Ground Lease	Pg. 53 Pg. 55 Pg. 59 Pg. 69
D.7	2020 Wastewater Management Facility Annual Report to the North Coast Regional Water Quality Control Board (NCRWQCM) Attachment 1 – Summary of 2020 Wastewater Management Facility Annual Report	Pg. 73 Pg. 75
D.8	Adoption of Resolution 2021-09 Adopting COVID-19 Policies and Procedures for McKinleyville Community Services District Attachment 1 – Resolution 2021-09 Appendix A – COVID-19 Policies and Procedures	Pg. 85 Pg. 87 Pg. 88
D.9	Consider Adoption Resolution 2021-07 Approving the Revisions of the Board Policy Manual Appendix A Referring to the McKinleyville Municipal Advisory Committee Board Appointment Attachment 1 – Resolution 2021-07 Attachment 2 – Board Policy Manual Appendix A (pgs. 24/25) with Tracked Changes	Pg. 103 Pg. 104 Pg. 106
D.10	Approval of Hiller Sports Complex Facility Use Agreement Contracts Between MCSD and the Following Youth Sport Organizations: Mad River Girls Fastpitch Softball (Humboldt ASA); and McKinleyville Little League Attachment 1 and 1a – HSC Agreement between MCSD and McKinleyville Little League and Supplemental Maintenance Agreement Between McKinleyville Little League and MCSD Attachment 2 – Hiller Sports Site Use Agreement between MCSD and Mad River Girls Fastpitch Softball	Pg. 109 Pg. 111 Pg. 162

E. CONTINUED AND NEW BUSINESS

E.1	Consider Adoption of Resolution 2021-05 Recognizing, Honoring and Commending Chris Reed for Ten (10) Years of Service (Action) Attachment 1 – Resolution 2021-05	Pg. 199 Pg. 200
E.2	Consider Adoption of Resolution 2021-06 Adoption of the District’s Section of the Humboldt Operational Area Hazard Mitigation Plan (Action) Attachment 1 – Resolution 2021-06	Pg. 201 Pg. 203

	Attachment 2 – Cover and Table of Contents of Volume 1 of the Humboldt County Operational Area Hazard Mitigation Plan 2019	Pg. 204
	Attachment 3 – Cover, Table of Contents and Chapter 12, the MCSD Annex of Volume 2 of the Humboldt County Operational Area Hazard Mitigation Plan 2019	Pg. 222
E.3	Consider First Reading of Ordinance No. 2021-04 Adding Regulation 68, Latent Powers, to Article VI: Miscellaneous, of the MCSD Rules and Regulations (Action)	Pg. 253
	Attachment 1 – Ordinance No. 2021-04	Pg. 255
E.4	Consider Attendance at the California Special District Association (CSDA) Special Districts Virtual Legislative Days May 18-19, 2021 (Action)	Pg. 259
	Attachment 1 – 2021 Save the Date Virtual Legislative Days Information	Pg. 260
E.5	Consider Adoption of Resolution 2021-08 Nominating Gregory Orsini to the California Special District Association (CSDA) Board of Directors, Seat A: Northern Network (Action)	Pg. 261
	Attachment 1 – CSDA Call for Nominations Letter	Pg. 263
	Attachment 2 – CSDA Network Map	Pg. 265
	Attachment 3 – CSDA Nominations and Candidate Forms	Pg. 266
	Attachment 4 – Resolution 2021-08	Pg. 268
E.6	Review Information for the Draft Capital Improvement Plan for the Operational Funds: Water, Wastewater, and Streetlights, FY2021-22 (Information)	Pg. 269
	Attachment 1 – Draft Capital Improvement Plan Budget for the Water, Wastewater, and Streetlights Funds	Pg. 270
	Attachment 2 – Draft Capital Improvement Plan Narrative for the Water, Wastewater, and Streetlights Funds	Pg. 275

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/Clark-Peterson)
- b. Area Fund (John Kulstad/Clark-Peterson)
- c. Redwood Region Economic Development Commission (Clark-Peterson/Binder)
- d. McKinleyville Senior Center Board Liaison (Clark-Peterson/Binder)
- e. Audit (Orsini/Couch)
- f. Employee Negotiations (Couch/Mayo)
- g. McKinleyville Municipal Advisory Committee (Orsini/Binder)
- h. Humboldt Local Agency Formation Commission (Couch)
- i. Environmental Matters Committee (Couch/Clark-Peterson)
- j. AdHoc Committee – Community Forest (Mayo/Orsini)
- k. AdHoc Committee – Latent Powers (Couch/Orsini)

F.2 LEGISLATIVE AND REGULATORY REPORTS

F.3 STAFF REPORTS

- a. Support Services Department (Colleen M.R. Trask) **Pg. 279**
- b. Operations Department (James Henry) **Pg. 281**
- c. Parks & Recreation Department (Lesley Frisbee) **Pg. 287**
- d. General Manager (Pat Kaspari) **Pg. 301**

Attachment 1 – WWMF Monthly Self-Monitoring Report

F.4 PRESIDENT’S REPORT

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

G. ADJOURNMENT

Posted 5:00 pm on February 26, 2021

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.

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McKinleyville Community Services District

BOARD OF DIRECTORS

March 3, 2021

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 3, 2021 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 3, 2021

MINUTES OF THE CLOSED/REGULAR MEETING OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT HELD ON WEDNESDAY, FEBRUARY 3, 2021 7:00 P.M.

TELECONFERENCE Via ZOOM & TELEPHONE:

ZOOM MEETING ID: 826 6940 6232 (<https://zoom.us/j/82669406232>) and TOLL FREE: 1-888-788-0099

AGENDA ITEM A. CALL TO ORDER:

A.1 Roll Call: The regular session of the Board of Directors of McKinleyville Community Services District convened at 7:01 pm with the following Directors and staff in attendance:

Dennis Mayo, President	Pat Kaspari, General Manager
David Couch, Vice President	Colleen Trask, Finance Director
Scott Binder, Director	James Henry, Operations Director
Joellen Clark-Peterson, Director	Lesley Frisbee, Recreation Director
Greg Orsini, Director	April Sousa, Board Secretary
	Joseph Blaine, Tech Support

A.2 Pledge of Allegiance: The Pledge of Allegiance was led by President Mayo.

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

Motion: It was moved to approve the Agenda.

Motion by: Director Orsini; **Second:** Director Binder

There were no comments from the Board or public.

Roll Call: Ayes: Binder, Clark-Peterson, Couch, Orsini, and Mayo Nays: None Absent: None

Motion Summary: Motion Passed

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

AGENDA ITEM C. PUBLIC COMMENT AND WRITTEN COMMUNICATIONS: There were no public comments or written communications.

AGENDA ITEM D. CONSENT CALENDAR:

- D.1 Consider Approval of the Minutes of the Board of Directors Regular Meeting on January 6, 2021**
- D.2 Consider Approval of December 2020 Treasurer's Report**
- D.3 Compliance with State Double Check Valve (DCV) Law**
- D.4 Reapproval of MCSD Representatives to the McKinleyville Municipal Advisory Committee (MMAC)**
- D.5 Review and Approve the Amendments to the County Leases for the Library and Sheriff's Facilities**

Motion: It was moved to approve the Consent Calendar

Motion by: Director Orsini; **Second:** Director Binder

There were no comments from the Board or public.

Roll Call: Ayes: Binder, Clark-Peterson, Couch, Orsini, and Mayo Nays: None Absent: None

Motion Summary: Motion Passed

AGENDA ITEM E. CONTINUED AND NEW BUSINESS:

- E.1 Consider Adoption of Resolution 2021-04 Recognizing, Honoring, and Commending Jens Andersen for Fifteen (15) Years of Service**

Recreation Director Lesley Frisbee gave an overview of this item and spoke highly of Jens Anderson and his years of service. She read the Resolution for the record. Jens thanked Recreation Director Frisbee for her guidance. The Board, staff, and the public were given an opportunity to provide comments, which several did.

Motion: It was moved to approve Resolution 2021-04 recognizing, honoring, and commending Jens Anderson for fifteen (15) years of service.

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

Roll Call: Ayes: Binder, Clark-Peterson, Couch, Orsini, and Mayo Nays: None Absent: None

Motion Summary: Motion Passed

E.2 Approve FY 2019-20 Audited Financial Statements

Finance Director Trask gave an overview and introduced Chris Brown, Senior Partner of Fedak and Brown to walk the Board through the 2020 Audit. The Board asked clarifying questions. There was no public comment.

Motion: To approve the FY 19-20 Audited Financial Statements.

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

Roll Call: Ayes: Binder, Clark-Peterson, Couch, Orsini, and Mayo Nays: None Absent: None

Motion Summary: Motion Passed

E.3 Review the Discuss McKinleyville Skatepark Quarterly Project Status Update Presented by the Humboldt Skatepark Collective

Recreation Director gave an overview and introduced Charlie Caldwell from the Humboldt Skate Collective who gave a more detailed report. The Board and public were given an opportunity to comment and ask questions.

This was an informational only item.

E.4 Consider Approval of Construction Services Agreement with North Coast Environmental Construction and Cancel Contract with US Ecology to Perform Remediation and Demolition of PCB Impacted Milking Shed at Pialorsi Ranch

General Manager Kaspari reviewed the item with the Board. Director Orsini asked for clarification on status of original awarded contract with US Ecology. It was asked to have the contract provided in future Board packets. There was no public comment.

Motion: Authorize the General Manager to execute the Construction Services Agreement with North Coast Environmental Construction to provide services to perform remediation and demolition of the PCB impacted milking parlor at the Pialorsi Ranch for an amount not to exceed \$61,805 with a 20% contingency of \$12,361 for a total of \$74,166.

Motion by: Director Orsini; **Second:** Director Binder

Roll Call: Ayes: Binder, Clark-Peterson, Couch, Orsini, and Mayo Nays: None Absent: None

Motion Summary: Motion Passed

E.5 Consider Acceptance of Latent Powers Committee Report and Provide Direction on Preparation of Related Policy Statements, Resolutions, and Ordinances

General Manager Kaspari reviewed the Latent Powers Committee Report. Maya Conrad from the McKinleyville Municipal Advisory Committee (MMAC) spoke in favor of the support provided within the Latent Powers Committee Report. Mary Burke, former Board Director and John Corbett, Latent Powers Committee member gave comments and asked questions. Director Couch gave some history of the formation on the MMAC. John Corbett clarified depth of police powers described.

Motion: Approve the following:

- 1) Library – Motion to authorize the General Manager to write a letter requesting a copy of the certification or issuance of a new certification of the vote of McKinleyville residents to provide library services.

Following that action, move forward with submission of an Ordinance to the MCSD board for approval, further delineating what “Library Powers” it wanted to adopt to further strengthen and clarify the District’s Powers.

- 2) Police/Law Enforcement - Direct staff to draft a Resolution for consideration outlining the Law Enforcement powers that the District currently has and wishes to exercise as outlined in the sections above. Prior to the submittal, the approval of the Sheriff will be sought. The Humboldt County Board of Supervisors and Fifth District Supervisor Steve Madrone will be given courtesy copies throughout the process.
- 3) Community Forest - Direct staff to draft a Resolution for consideration reiterating the Parks and Recreation Powers the District currently exercises and detailing the Community Forest activities that fall within our Parks and Recreation Powers.
- 4) Reclamation – The Board authorizes the drafting of a resolution fully delineating the District’s ability to provide Reclamation type services under our water, wastewater, and Park & Recreation Authorities.
- 5) Homeless – Motion to Authorize staff to draft a Policy Statement for adoption detailing the limitations of the District in this area and explaining the authority to enter into an agreement with a third party to provide such services. Staff further is authorized to review and revise a facility use agreement/lease for Board approval, noting all final lease agreements for specific occurrences will be approve by the Board of Directors.
- 6) MMAC - District Staff prepares a Policy Statement for Board approval that 1) Formalizes the meetings between District Board President, GM, MMAC Chair, and Fifth District Supervisor, 2) providing a stipend not to exceed \$3,000 (to be a budgeted for in the upcoming 2021-2022 Fiscal Year, and/or provides for in-kind contributions in District Staff and Office Support, 3) Continue to provide meeting space support at McKinleyville Middle School, 4) Provide letters of support for MMAC Grants, etc. as appropriate and Board Approved, 5) Establishes an annual joint meeting between MMAC and MCSD Boards

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

Roll Call: Ayes: Binder, Clark-Peterson, Couch, Orsini, and Mayo Nays: None Absent: None

Motion Summary: Motion Passed

E.6 Consider Authorization for General Manager to Execute Agreement No. SWRCB-D2005001 with the State Water Resources Control Board for Project No. C-06-8393-110 MCSD Wastewater Recycling Expansion Project

General Manager Kaspari gave an overview of this item. Director Orsini gave comment. There was no public comment on this item.

Motion: Authorize the General Manager to execute agreement no. SWRCB-D2005001 with the State Water Resources Control Board for Project No. C-06-8393-110 MCSD Wastewater Recycling Expansion Project.

Motion by: Director Binder; **Second:** Director Orsini

Roll Call: Ayes: Binder, Clark-Peterson, Couch, Orsini, and Mayo Nays: None Absent: None

Motion Summary: Motion Passed

E.7 Consider Approval of Professional Services Agreement with GHD for the implementation of the State Water Resources Control Board (SWRCB) Recycled Water Grant

General Manager Kaspari reviewed the item. The Board and the public were given an opportunity to comment and ask questions. Director Orsini asked clarifying questions on the cost of the project and other items.

Motion: Authorize the General Manager to execute a Professional Service Agreement with GHD to execute the required scope for the SWRCB Recycled Water Grant Project No. C-06-8393-110 MCSD Wastewater Recycling Expansion Project for an amount not to exceed \$145,000.

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

Roll Call: Ayes: Binder, Clark-Peterson, Couch, Orsini, and Mayo Nays: None Absent: None

Motion Summary: Motion Passed

E.8 Consider Approval of Resolution 2021-03 Authorizing the General Manager to Execute Hazard Mitigation Grant Letters of Commitment for Grant Match and Maintenance for 1) Mad River Water Main Crossing; and 2) Forest and Forest Fire Management Plans and Implementation for the Community Forest, Hewitt Preserve and Hiller Wastewater Management Facility Areas

The item was reviewed with the Board by General Manager Kaspari. The Board asked clarifying question regarding each submission and the process thus far. The Public was given an opportunity to comment and ask questions.

Motion: Approve Resolution 2021-03 authorizing the General Manager to sign the letters of commitment and act as the Authorized Agent for Hazard Mitigation Grant Applications.

Motion by: Director Couch; **Second:** Director Clark-Peterson

Roll Call: Ayes: Binder, Clark-Peterson, Couch, Orsini, and Mayo Nays: None Absent: None

Motion Summary: Motion Passed

E.9 Consider Approval of Professional Services Agreement with GHD for the preparation of the Forest Fire Management and Mitigation Hazard Mitigation Grant

General Manager Kaspari gave an overview of the item. There was no Board or public comment.

Motion: Authorize the General Manager to execute a Professional Service Agreement with GHD to prepare a Hazard Mitigation Grant Application for the Forest Fire Management and Mitigation Project for the Community Forest, Hewitt Preserve, and Hiller Wastewater Management Facility areas for an amount not to exceed \$34,900.

Motion by: Director Orsini; **Second:** Director Binder

Roll Call: Ayes: Binder, Clark-Peterson, Couch, Orsini, and Mayo Nays: None Absent: None

Motion Summary: Motion Passed

E.10 Finance Director Retirement and Replacement

Finance Director Trask reviewed this item with the Board and providing a timeline for the Finance Director Replacement.

President Mayo appointed the Audit Committee as the Search Committee for the new Finance Director. There was no other action on this item.

E.11 Review Information for the Draft Capital Improvement Plan for the Parks and General Fund, FY 2021-22

Finance Director Trask reviewed the Draft Capital Improvement Plan for the Parks and General Fund for the upcoming fiscal year. The Board asked clarifying questions. There was no public comment on this.

This was informational only. No action taken.

E.12 Consider Approval of Ordinance 2021-03 Amending Regulation 5 – Connection Charges to Address Accessory Dwelling Units (ADU) Water Connection Fees – Second Reading and Adoption

General Manager Kaspari reviewed the item. Director Orsini asked clarifying questions regarding the legislation. There was no further public comment.

Motion: Approve the Second Reading and Adoption of Ordinance 2021-03, Amending Regulation 5 – Connection Charges to Address Accessory Dwelling Units (ADU) Water Connection Fees

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

Roll Call: Ayes: Binder, Clark-Peterson, Couch, Orsini, and Mayo Nays: None Absent: None

Motion Summary: Motion Passed

E.13 Consider Approval of Resolution 2021-02 Authorizing the Application for Statewide Park Development and Community Revitalization Program Grant Funds for the Pierson Park Expansion and Renovation Project

Recreation Director Frisbee gave an overview of this item and answered clarifying questions. Charlie Caldwell, member of the public, spoke in support of the Resolution.

Motion: Approve Resolution 2021-02 authorizing the application for the Statewide Park Development and Community Revitalization Program Funding for the Expansion and Renovation of the Pierson Park campus.

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

Roll Call: Ayes: Binder, Clark-Peterson, Couch, Orsini, and Mayo Nays: None Absent: None

Motion Summary: Motion Passed

AGENDA ITEM F. REPORTS

F.1 ACTIVE COMMITTEE REPORTS

- a. **Parks and Recreation Committee (Binder/Clark-Peterson):** Nothing further to report besides Director Frisbee's report.
- b. **Area Fund (John Kulstad/Clark-Peterson):** Did not meet.
- c. **Redwood Region Economic Development Commission (Clark-Peterson/Binder):** Director Clark-Peterson gave a report on the first meeting and mentioned a presentation from Vero.
- d. **McKinleyville Senior Center Advisory Council (Clark-Peterson/Binder):** Did not meet.
- e. **Audit (Orsini/Couch):** Met to discuss the audit and was presented at this meeting.
- f. **Employee Negotiations (Couch/Mayo):** Did not meet.
- g. **McKinleyville Municipal Advisory Committee (Orsini/Binder):** Director Orsini reported on two meetings of the MMAC.
- h. **Local Agency Formation Commission (Couch):** Director Couch gave a report on LAFCo activity.
- i. **Environmental Matters Committee (Couch/Clark-Peterson):** Did not meet.
- j. **Ad Hoc Community Forest Committee (Mayo/Orsini):** Director Orsini and General Manager Kaspari gave a brief report.
- k. **Ad Hoc Latent Powers Committee (Orsini/Couch):** Met to finalize the report that was presented at this meeting.

F.2 LEGISLATIVE AND REGULATORY REPORTS

Discussion regarding Garamendi's bill regarding the issues around non-payments during COVID.

F.3 STAFF REPORTS

- a. **Support Services Department (Colleen M.R. Trask):** Finance Director, Colleen Trask, had nothing further to add to her report.
- b. **Operations Department (James Henry):** Operations Director, James Henry, had nothing further to add to his written report.
- c. **Parks & Recreation Department (Lesley Frisbee):** Recreation Director, Lesley Frisbee, noted that attachment 2 did not end up in the board packet and gave a quick review of the community forest meeting notes.
- d. **General Manager (Patrick Kaspari):** General Manager Kaspari highlighted the 4.5-million-gallon tank project. He also mentioned that the district just received design report from the highway crossing.

F.3.2 PRESIDENT'S REPORT: Offered time for Supervisor Madrone to speak to the Board.

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

President Mayo mentioned an application for CSDA Committee for Director Orsini and an application to ACWA committees for himself to be on the next Board agenda.

G. ADJOURNMENT:

Meeting Adjourned at 9:32 p.m.

April Sousa, CMC, Board Secretary

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**McKinleyville Community Services District
Treasurer's Report
January 2021**

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Page 13	Cash Disbursement Report

Ratios

as of January 31, 2021

- Utility Accounts Receivable Turnover Days	14
- YTD Breakeven Revenue, Water Fund:	\$ 1,414,176
- YTD Actual Water Sales:	\$ 2,450,507
- Days of Cash on Hand-Operations Checking/MM	202

**McKinleyville Community Services District
Investments & Cash Flow Report
as of January 31, 2021**

Petty Cash & Change Funds 9,197.46

Cash

Operating & Money Market - Beginning Balance 3,293,147.71

Cash Receipts:

Utility Billings & Other Receipts 699,889.70
 Money Market Account Interest 95.45
 Transfers from County Funds #2560, #4240, CalTRUST, Meas. B -
 Other Cash Receipts (Pmt of SRF Solar Proj Grant Receivable) -

Total Cash Receipts 699,985.15

Cash Disbursements:

Transfers to County Funds #2560, #4240, CalTRUST -
 Payroll Related Expenditures (228,248.27)
 Debt Service (16,996.70)
 Capital & Other Expenditures (incl. Hiller Trailer purchase) (370,351.05)

Total Cash Disbursements (615,596.02)

Operating & Money Market - Ending Balance 3,377,536.84

Total Cash 3,386,734.30

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

LAIF - Beginning Balance 138,432.30

Interest Income -

LAIF - Ending Balance 138,432.30

Humboldt Co. #2560 - Beginning Balance 1,596,283.03

Property Taxes and Assessments -

Transfer to/from Operating Cash -

Interest Income (net of adjustments) 2,115.08

Humboldt Co. #2560 - Ending Balance 1,598,398.11

Humboldt Co. #4240 - Beginning Balance 3,373,004.39

Transfer to/from Operating Cash -

Transfer to/from Biosolids Reserve -

Interest Income 3,644.60

Humboldt Co. #4240 - Ending Balance 3,376,648.99

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 136,212.44

Bond Reserve Payment/Transfer to Service Fund -

Debt Service Payment, Principal/Interest (Net) -

Interest Adjustment 0.54

USDA Bond Reserve Fund - Ending Balance 136,212.98

CalTRUST - Beginning Balance 10,625,238.04

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

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

Net: Interest Income/Unrealized Gain/Loss 5,082.36

CalTRUST - Ending Balance 10,630,320.40

Total Investments 16,549,062.34

Total Cash & Investments - Current Month 19,935,796.64

Total Cash & Investments - Prior Month 19,840,564.93

Net Change to Cash & Investments This Month 95,231.71

Cash & Investment Summary

Cash & Cash Equivalents 19,177,221.04

Davis-Grunsky Loan Reserve 622,362.62

USDA Bond Reserve 136,212.98

Total Cash & Investments 19,935,796.64

McKinleyville Community Services District
Consolidated Balance Sheet by Fund
as of January 31, 2021

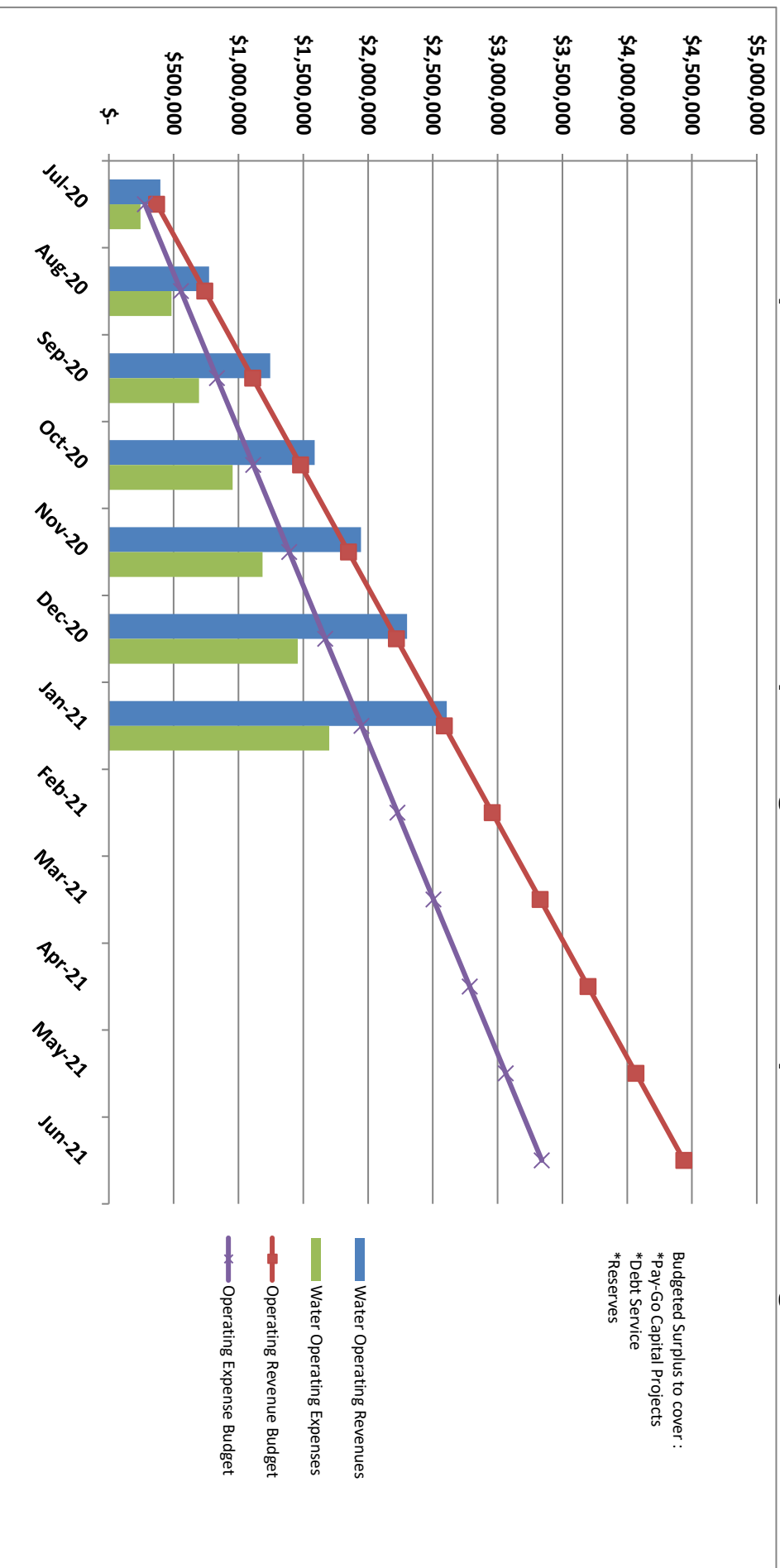
	Governmental Funds				Proprietary Funds				Total (Memorandum Only)
	Parks & General	Measure B	Streetslights	Water	Wastewater				
ASSETS									
Current Assets									
Unrestricted cash & cash equivalents	\$ 1,161,388.91	\$ (507,277.25)	\$ 57,650.96	\$ 7,480,694.42	\$ 11,098,598.51	\$ 19,291,055.55			
Accounts receivable	4,021.62	-	4,215.84	549,045.89	611,420.88	1,168,704.23			
Prepaid expenses & other current assets	25,090.56	1,484.18	2,169.54	97,174.02	53,636.09	179,554.39			
Total Current Assets	1,190,501.09	(505,793.07)	64,036.34	8,126,914.33	11,763,655.48	20,639,314.17			
Noncurrent Assets									
Restricted cash & cash equivalents	189,572.72	-	-	622,362.62	136,212.98	948,148.32			
Other noncurrent assets	-	-	-	770,950.75	791,621.69	1,562,572.44			
Capital assets (net)	-	-	-	8,349,814.93	28,512,498.42	36,862,313.35			
Total Noncurrent Assets	189,572.72	-	-	9,743,128.30	29,440,333.09	39,373,034.11			
TOTAL ASSETS	\$ 1,380,073.81	\$ (505,793.07)	\$ 64,036.34	\$ 17,870,042.63	\$ 41,203,988.57	\$ 60,012,348.28			
LIABILITIES & FUND BALANCE/NET ASSETS									
Current Liabilities									
Accounts payable & other current liabilities	\$ 79,121.33	\$ -	\$ 1,837.37	\$ 244,827.85	\$ 411,045.46	\$ 736,832.01			
Accrued payroll & related liabilities	99,135.25	-	-	37,280.41	35,821.39	172,237.05			
Total Current Liabilities	178,256.58	-	1,837.37	282,108.26	446,866.85	909,069.06			
Noncurrent Liabilities									
Long-term debt	-	-	-	2,128,407.34	16,014,235.82	18,142,643.16			
Other noncurrent liabilities	-	-	-	4,371,938.52	4,472,341.47	8,844,279.99			
Total Noncurrent Liabilities	-	-	-	6,500,345.86	20,486,577.29	26,986,923.15			
TOTAL LIABILITIES	178,256.58	-	1,837.37	6,782,454.12	20,933,444.14	27,895,992.21			
Fund Balance/Net Assets									
Fund balance	(2,404,461.95)	(505,793.07)	62,198.97	-	-	(2,848,056.05)			
Net assets	3,606,279.18	-	-	4,866,180.92	7,772,281.83	16,244,741.93			
Investment in capital assets, net of related debt	-	-	-	6,221,407.59	12,498,262.60	18,719,670.19			
Total Fund Balance/Net Assets	1,201,817.23	(505,793.07)	62,198.97	11,087,588.51	20,270,544.43	32,116,356.07			
TOTAL LIABILITIES & FUND BALANCE/NET ASSETS	\$ 1,380,073.81	\$ (505,793.07)	\$ 64,036.34	\$ 17,870,042.63	\$ 41,203,988.57	\$ 60,012,348.28			
<i>Difference in Reclass from Cap Assets to Net Assets:</i>									
Investment in General Capital Assets	\$ 3,189,395.82								
General Long-term Liabilities									
PG&E Streetlights Loan	-								
Meas. B Loan: Teen/Community Center	965,727.00								
OP&EB Liability	2,830,881.35	OP&EB Liability		2,882,587.78	2,894,654.86	8,608,123.99			
CALPERS Pension Liability/Deferred Inflows-Outflows	628,788.66	CALPERS Pension Liability		632,676.35	698,072.98	1,959,537.99			
Accrued Compensated Absences	115,011.87								
TOTAL GENERAL LONG-TERM LIABILITIES	\$ 4,540,408.88								

McKinleyville Community Services District
Activity Summary by Fund, Approved Budget
January 2021

Department Summaries	January	% of Year YTD	Approved YTD Budget	Over (Under) YTD Budget	Over (Under) YTD Budget %	Notes
Water						
Water Sales	287,301	2,450,507	2,285,351	165,156	7.23%	Budget is spread evenly across 12 months, but actuals vary by with seasonal usage
Other Revenues	19,655	157,998	303,508	(145,510)	-47.94%	Includes YTD Capacity Fees \$84,959 Contrib Construction \$0.
Total Operating Revenues	306,956	2,608,505	2,588,859	19,646	0.76%	
Salaries & Benefits	81,730	525,445	611,322	(85,877)	-14.05%	Budget is spread evenly across 12 months, but actuals vary by hiring & job assignment.
Water Purchased	94,412	676,273	656,562	19,711	3.00%	
Other Expenses	35,968	286,707	469,561	(182,854)	-38.94%	Budget is spread evenly across 12 months, but actuals vary by purchasing sched.
Depreciation	30,250	211,750	211,750	-	0.00%	
Total Operating Expenses	242,360	1,700,175	1,949,195	(249,020)	-12.78%	
Net Operating Income	64,595	908,330	639,664	(229,374)		
Interest Income	2,994	24,339	29,167	(4,828)	-16.55%	Interest rates lower than anticipated.
Interest Expense	(4,325)	(30,694)	(32,157)	(1,463)	-4.55%	
Net Income (Loss)	63,265	901,976	636,674	265,302		
Wastewater						
Wastewater Service Charges	313,868	2,321,433	2,335,935	(14,502)	-0.62%	
Other Revenues	26,107	220,322	1,260,764	(1,040,442)	-82.52%	Includes YTD Capacity Fees \$161,686. Contrib. Constr. \$0, Grants \$1,829.
Total Operating Revenues	339,974	2,541,755	3,596,699	(1,054,944)	-29.33%	
Salaries & Benefits	88,359	677,343	646,392	30,951	4.79%	
Other Expenses	84,334	426,000	595,537	(169,537)	-28.47%	Budget is spread evenly across 12 months, but actuals vary by purchasing sched.
Depreciation	96,667	675,835	676,667	(832)	-0.12%	
Total Operating Expenses	269,361	1,779,179	1,918,596	(139,417)	-7.27%	
Net Operating Income	70,614	762,576	1,678,103	(915,527)		
Interest Income	5,213	50,424	43,750	6,674	15.25%	Interest rates higher than anticipated.
Interest Expense	(22,189)	(164,159)	(144,178)	19,981	13.86%	Budget is spread evenly across 12 months, but actuals vary by loan pmt schedule
Net Income (Loss)	53,637	648,841	1,577,675	(928,834)		
Enterprise Funds Net Income (Loss)	116,902	1,550,817	2,214,349	(663,532)		

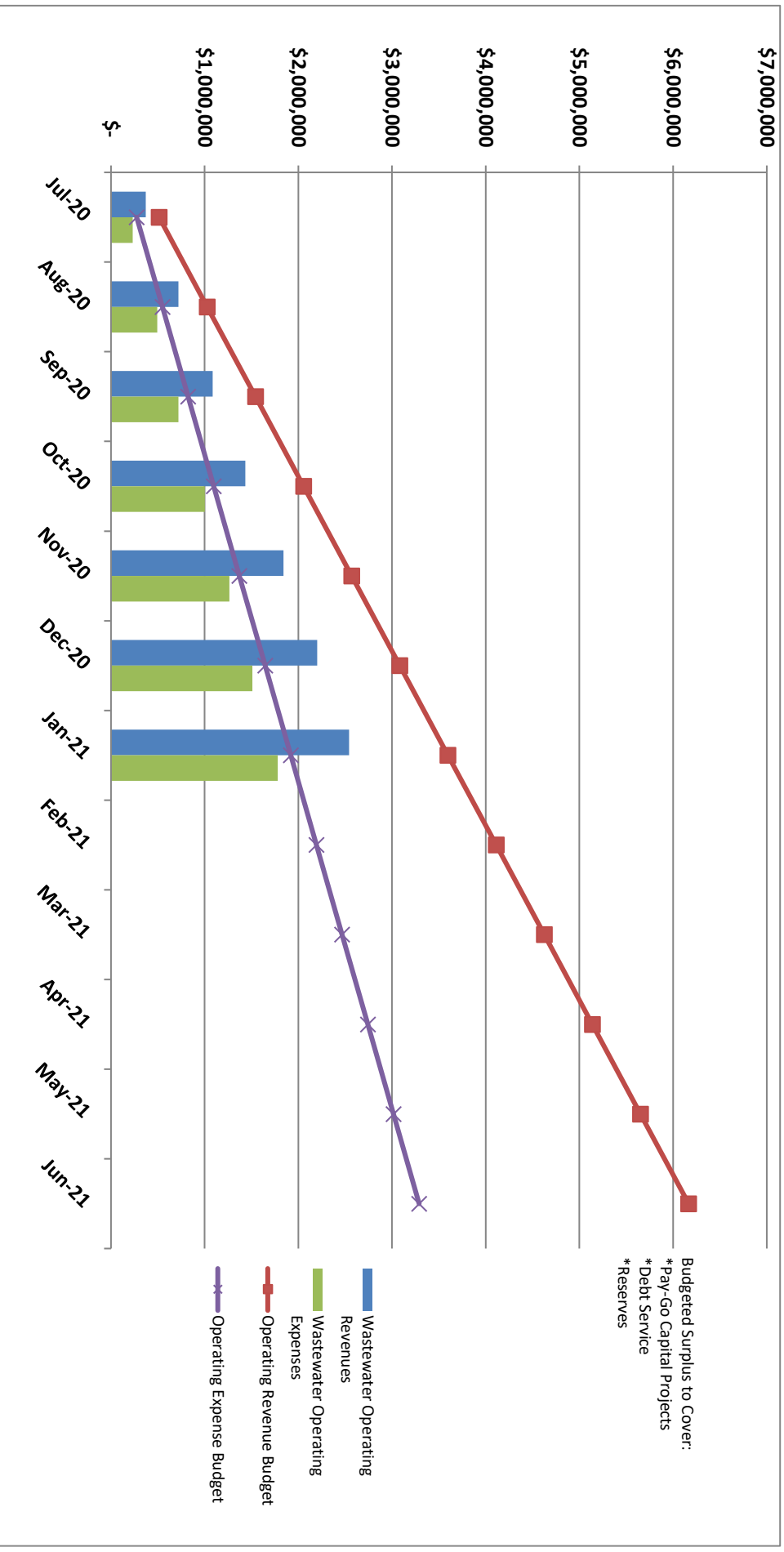
McKinleyville Community Services District January 2021

Comparison of Water Fund Operating Revenues & Expenses to Budget



McKinleyville Community Services District January 2021

Comparison of Wastewater Fund Operating Revenues & Expenses to Budget

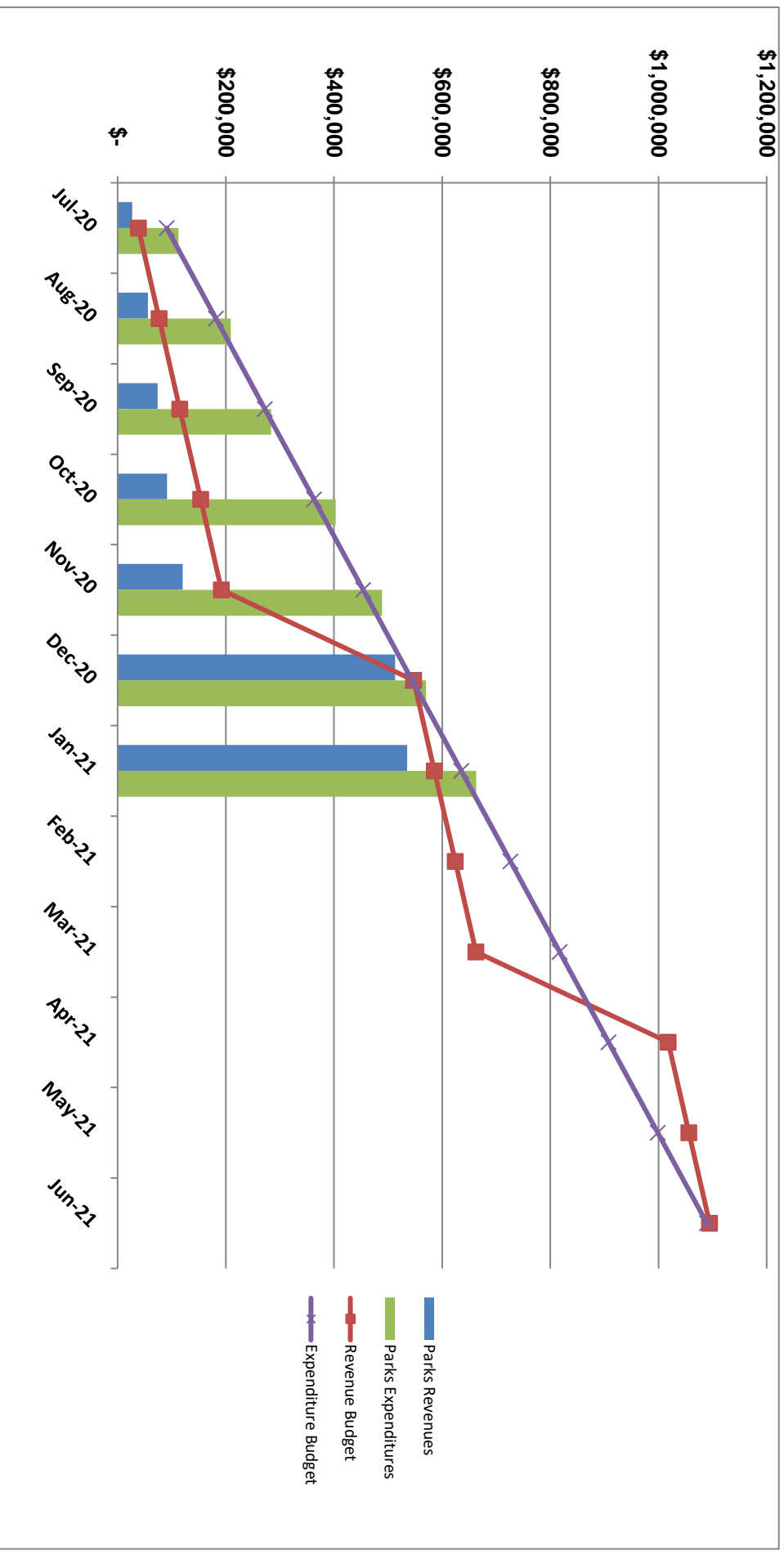


McKinleyville Community Services District
 Activity Summary by Fund, Approved Budget
 January 2021

Department Summaries	January	% of Year 58.33% YTD	Approved YTD Budget	Over (Under) YTD Budget	Over (Under) YTD Budget %	Notes
*Parks & Recreation						
Program Fees	6,765	64,291	120,310	(56,019)	-46.56%	Continuation of Covid19 restrictions beyond original state estimate Continuation of Covid19 restrictions beyond original state estimate County Tax remittance: December, April, and June: per Auditor-Controller's office Budget is spread evenly across 12 months, but actuals vary by payment schedule Interest rates lower than anticipated.
Rents & Related Fees	2,838	12,656	22,684	(10,028)	-44.21%	
Property Taxes	-	362,060	369,741	(7,681)	-2.08%	
Other Revenues	9,824	77,158	99,549	(22,391)	-22.49%	
Interest Income	2,565	18,975	26,250	(7,275)	-27.71%	
Total Revenues	21,993	535,140	638,534	(103,394)	-16.19%	
Salaries & Benefits	76,211	501,520	471,598	29,922	6.34%	Toro mower purchase not completed in FY19-20 & not moved forward to FY20-21
Other Expenditures	16,431	119,417	131,861	(12,444)	-9.44%	
Capital Expenditures	-	42,039	32,083	9,956	31.03%	
Total Expenditures	92,642	662,976	635,542	27,434	4.32%	
Excess (Deficit)	(70,650)	(127,836)	2,992	(130,828)		
*Measure B Assessment						
Total Revenues	470	138,164	130,860	7,304	5.58%	Interest & unrealized gains/losses; County Tax remittance December/April/June
Salaries & Benefits	2,715	38,000	41,073	(3,073)	-7.48%	Budget spread evenly across 12 months, but actuals vary seasonally
Other Expenditures	80	13,232	14,875	(1,643)	-11.04%	
Capital Expenditures/Loan Repayment	-	63,161	74,347	(11,186)	-15.05%	Budget is spread evenly across 12 months, but loan pmts are October & April
Total Expenditures	2,795	114,393	130,295	(15,902)	-12.20%	
Excess (Deficit)	(2,324)	23,772	565	23,207		
*Street Lights						
Total Revenues	9,666	68,346	68,144	202	0.30%	
Salaries & Benefits	5,181	33,046	27,971	5,075	18.14%	Overage related to lump sum final payroll, not spread evenly over 12 months
Other Expenditures	2,594	22,198	23,843	(1,645)	-6.90%	
Capital Expenditures/Loan Repayment	-	-	1,167	(1,167)	-100.00%	Budget is spread evenly across 12 months, but actuals vary by project schedule
Total Expenditures	7,775	55,244	52,981	2,263	4.27%	
Excess (Deficit)	1,891	13,102	15,163	2,061		
Governmental Funds Excess (Deficit)	(71,083)	(90,962)	18,720	(109,682)		

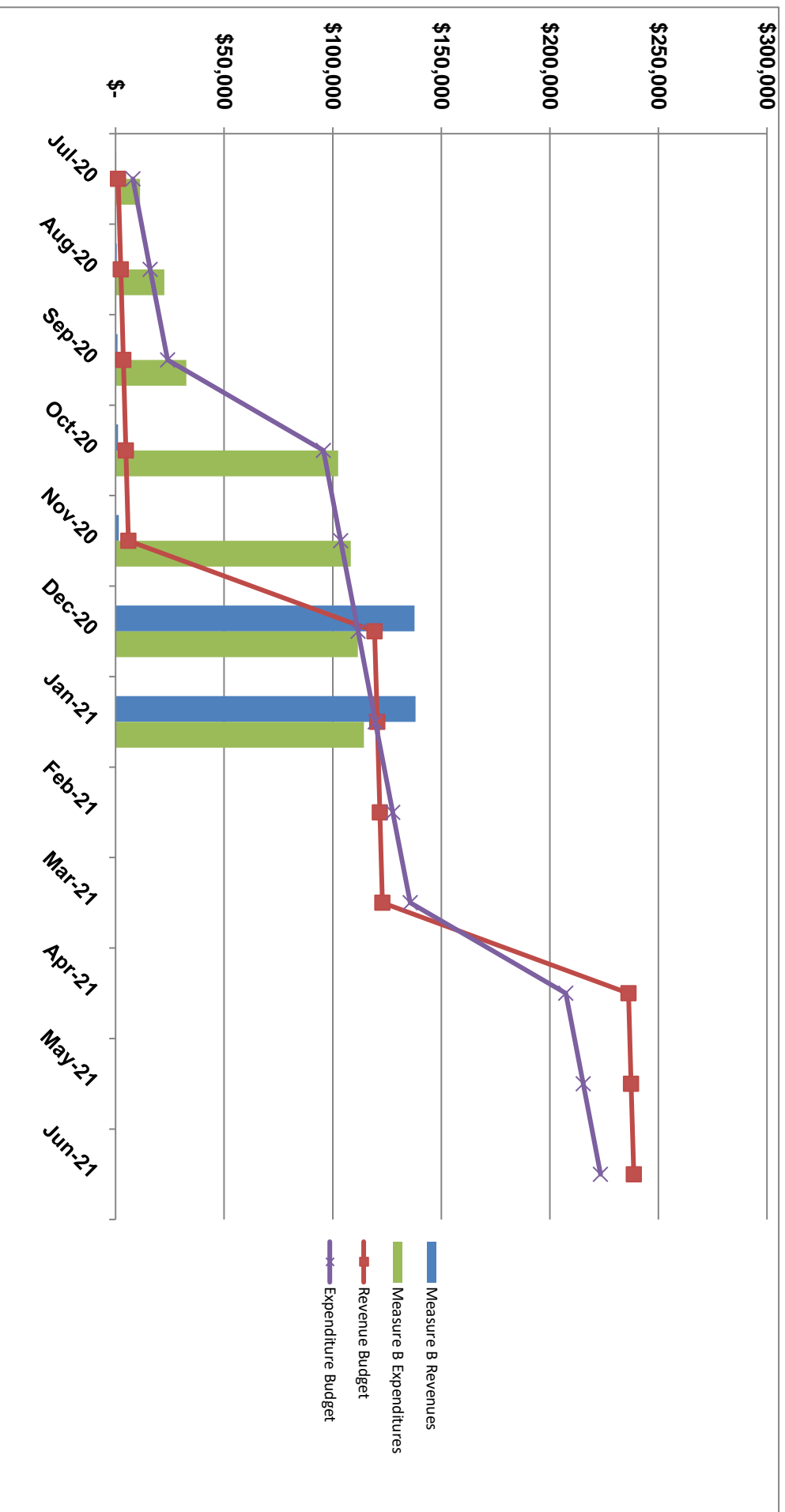
McKinleyville Community Services District January 2021

Comparison of Parks & Recreation Total Revenues & Expenditures to Budget



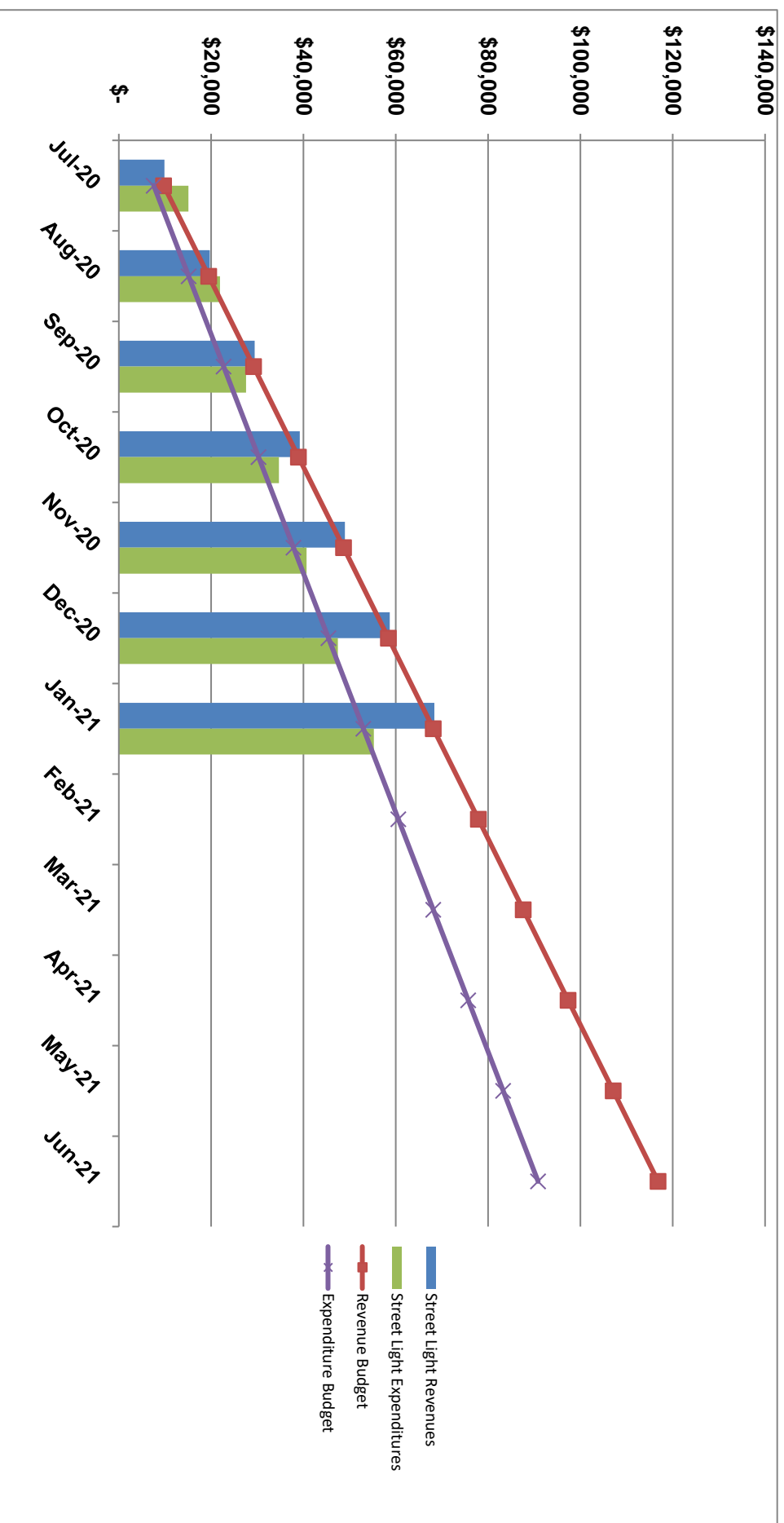
McKinleyville Community Services District January 2021

Comparison of Measure B Fund Total Revenues & Expenditures to Budget



McKinleyville Community Services District January 2021

Comparison of Street Light Fund Total Revenues & Expenditures to Budget



**McKinleyville Community Services District
Capital Expenditure Report
as of January 31, 2021**

	January	YTD Total	FY 20-21 Budget	Remaining		Notes
				Budget \$	Budget %	
Water Department						
Ramey Pump Upgrades	-	-	-	-	#DIV/0!	
Water Tank Painting	-	-	500,000	500,000	100%	Water Tank Painting & Cathodic
Alternative Energy Master Plan	-	-	50,000	50,000	100%	Alternative energy master plan
4.5m New Water Tank	24,660	202,017	178,000	(24,017)	-13%	Drilling, LACO Assoc.
N.BankBoosterStation VFD#2 replacement	-	17,619	25,000	7,381	30%	Emergency Water Supply
Emergency Generator-Cochran	-	-	25,000	25,000	100%	CochranEmergency Generator
Fire Hydrant System Upgrade	-	-	7,000	7,000	100%	Fire Hydrant System Upgrade
Tank Seismic Actuators	19,888	19,888	20,000	112	1%	Tank Seismic Actuators
Customer Radio Meter Testing	-	4,530	10,000	5,470	55%	Customer Radio meter testing
Water Tank Upgrade-Norton#2 Tree Svc	6,088	6,088	7,000	913	13%	Water Tank Upgrade-Norton Tree
Water Main Rehab & Replacement	10,052	12,538	900,000	887,462	99%	Water Main Rehab
Property Purchase- Tank Site	-	-	-	-	#DIV/0!	Property Purch/Imprv.Tank Site
Subtotal	60,687	262,680	1,722,000	1,459,320	85%	
Wastewater Department						
Sewer Main Rehab & Replacement	9,735	12,176	900,000	887,824	99%	Sewer Main Rehab
WWMF Sludge Disposal - next	-	-	240,000	240,000	100%	Sludge handling/disposal
WWMF Recirculation Valve Replacement	-	-	12,000	12,000	100%	Recirculation Valve replacemnt
Alternative Energy Master Plan	-	-	50,000	50,000	100%	Alternative energy master plan
WWMF Chlorine Injector/Controllers	-	29,352	10,000	(19,352)	-194%	Chlorine Injector/Controllers
Collection Upgrades-UndercrossingsProj	86,725	245,174	1,335,000	1,089,826	82%	Collection System upgrades
Fischer Lift Station Generator	-	-	-	-	#DIV/0!	Fischer Lift Stn Generator
Sewer Lift Stn Upgrade-Hiller	-	182,661	538,000	355,339	66%	Sewer lift stn Upgrade-Hiller
Solar Project - CWSRF Grant/Loan	8,176	74,540	1,250,000	1,175,460	94%	WWMF Solar Project
WWMF Alt. Disinfection/ Feasibility Study	-	-	70,000	70,000	100%	Alt. Disinfection Feasibility Study
Radio Telemetry Upgrade	-	-	-	-	#DIV/0!	Radio Telemetry upgrade
Production Meter Replacements	-	-	-	-	#DIV/0!	Production Meter Replacement
WWMF - next NPDES Permit	-	30,283	50,000	19,717	39%	NPDES Permit Project
Customer Radio Meter Testing	-	4,388	10,000	5,612	56%	Radio meters testing
Underground pipe locator & camera	-	-	5,000	5,000	100%	Underground pipe locator & camera
Flow Totalizers	-	39,698	45,000	5,302	12%	Flow Totalizers
Sewer Lift Station Other Upgrades	74,967	344,582	-	(344,582)	#DIV/0!	SwrLiftStnUpgrade-Letz
Subtotal	104,636	962,853	4,515,000	3,552,147	79%	
Water & Wastewater Operations						
Heavy Equipment	-	-	150,000	150,000	100%	backhoe, emerg.generators, airco
Utility Vehicles	-	-	38,000	38,000	100%	CCTV truck, 3/4 or 1-ton Pickup
Office, Corporate Yard & Shops	-	55,777	25,000	(30,777)	-123%	Facilities upgrade/sealcoat
Computers & Software	-	14,381	18,000	3,619	20%	Server, PCs, GIS/SEMS/CADD
Fischer Ranch - Reclamation Site Upgrade (tr	2,019	9,071	200,000	190,929	95%	Match to 3rd party grant funding
Fischer Ranch - Barn & Fence upgrades, Und	1,750	9,697	55,000	45,303	82%	Underground valving/piping
Pialorsi Ranch Survey/ Improvements	5,401	64,141	30,000	(34,141)	-114%	Pialorsi Ranch Survey
Small Equipment & Other	-	-	40,000	40,000	100%	Misc,response, & GPS surveying
Subtotal	9,170	153,067	556,000	402,933	72%	
Enterprise Funds Total	249,460	1,378,599	6,793,000	5,414,401	80%	
Parks & Recreation Department						
Hiller Park & Sports Complex	-	27,040	-	(27,040)	#DIV/0!	Hiller Sports Sealcoat-CountyGrant
Azalea Hall Projects	-	-	32,000	32,000	100%	Flooring, Pkg Lot resurface
McKinleyville Activity Center Upgrades	-	14,999	6,000	(8,999)	-150%	Major Appliance replacement
Law Enforcement Facility Improvements	-	-	24,000	24,000	100%	LEF flooring/Library Carpet
Projects Funded by Quimby/Other Funds	-	-	-	-	#DIV/0!	Covered Picnic Area
Projects Funded by Measure B Renewal	-	-	-	-	#DIV/0!	Teen Center Constr&Loan svc
Other Parks Projects & Equipment	-	-	14,000	14,000	100%	Brush&LawnMowers/Trailer
Subtotal	-	42,039	76,000	33,961	45%	
Streetlights						
Pole Replacement	-	-	2,000	2,000	100%	Pole Replacement
Subtotal	-	-	2,000	2,000	100%	
Governmental Funds Total	-	42,039	78,000	35,961	46%	
All Funds Total	249,460	1,420,637	6,871,000	5,450,363	79%	

**McKinleyville Community Services District
Summary of Long-Term Debt Report
as of January 31, 2021**

**Principal Maturities and
Scheduled Interest**

	Maturity Date	Balance- December 31, 2020	Balance- January 31, 2021	FY-21	Thereafter
Water Fund:					
I-Bank	8/1/30	577,202.62	577,202.62	-	577,202.69
Interest				9,725.87	102,567.81
					66,467.20
State of CA Energy Commission (ARRA)	12/22/26	72,332.16	72,332.16	5,864.75	2,012.13
Interest				360.67	
State of CA (Davis Grunsky)	1/1/33	1,274,456.41	1,274,456.41	-	1,274,456.41
State of CA (Davis Grunsky) Deferred Interest	1/1/33	204,416.09	204,416.09	-	204,416.09
Interest				16,964.10	216,460.72
Total Water Fund-Principal		2,128,407.28	2,128,407.28	5,864.75	2,122,542.39
Total Water Fund-Interest				27,050.64	321,040.66
Total Water Fund		2,128,407.28	2,128,407.28	32,915.39	2,443,583.05
Wastewater Fund:					
WWWMF SRF Loan	7/31/47	14,444,435.82	14,444,435.82	-	14,905,430.41
Interest				-	3,457,430.34
Chase Bank (Pialorsi Property)	3/8/35	1,469,000.00	1,424,800.00	-	1,424,800.00
Interest				-	204,594.85
USDA (Sewer Bond)	8/1/22	145,000.00	145,000.00	-	145,000.00
Interest				3,625.00	6,875.00
Total Wastewater Fund-Principal		16,058,435.82	16,014,235.82	-	16,475,230.41
Total Wastewater Fund-Interest				3,625.00	3,668,900.19
Total Sewer Fund		16,058,435.82	16,014,235.82	3,625.00	20,144,130.60
Meas. B Fund: Teen/Comm Center Loan					
Total Principal	11/1/29	965,727.00	965,727.00	46,837.00	927,670.00
Total Interest				17,453.35	155,131.29
					19,525,442.80
					4,145,072.14
Total		19,152,570.10	19,108,370.10	100,830.74	23,670,514.94

Non-debt Long Term Liabilities, District-wide

OP&B Liability	8,608,123.99
CALPERS Pension Liability	1,959,537.99

8,608,123.99
1,959,537.99

McKinleyville Community Services District
 Summary of Grants
 as of January 31, 2021

District Grants	Total Grant Amount	Required District Match	Estimated District Asset Value
CalOES Hazard Mitigation Grant - 4.5 mg Tank	\$ 5,418,735	\$ 1,806,245	\$ 4,675,000
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

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

**Mckinleyville Community Services District
Cash Disbursement Report
For the Period January 1 through January 31, 2021**

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
37950	1/5/2021	BUR01	MARY C. BURKE	125.00	C10105	BOARD MTG 12/2/2020
37951	1/5/2021	COA01	COASTAL BUSINESS SYSTEMS	1,170.20	C10105	COPIER MONTHLY PMT
37952	1/5/2021	COR01	CORBIN WILLITS SYSTEMS, INC	924.31	C10105	MOMS MONTHLY PMT
37953	1/5/2021	HAR13	The Hartford - Priority A	433.50	C10104	GRP LIFE INSURANCE
			Check Total:	433.50	C10105	GRP LIFE INSURANCE
				<u>867.00</u>		
37954	1/5/2021	HUM01	HUMBOLDT BAY MUNICIPAL WATER DISTRICT	95,772.36	C10105	WTR PURCHASED
37955	1/5/2021	KEN02	KENNEDY/JENKS CONSULTANTS	52,825.35	143763	4.5 MG WATER RESERVOIR
37956	1/5/2021	MAY02	DENNIS MAYO	250.00	C10105	BOARD MTG 12/2 & 12/9
37957	1/5/2021	MCK03	MCKINLEYVILLE OFFICE SUPPLY	46.81	C10105	PROFESSIONAL SERVICES
37958	1/5/2021	PGE11	PG&E STREETLIGHTS	24.22	C10105	GAS & ELECTRIC
37959	1/5/2021	PGE12	PG&E	29.70	C10105	GAS & ELECTRIC
37960	1/5/2021	PGE14	PG&E	32.84	C10105	GAS/ELECTRIC ANDERSON AVE
37961	1/5/2021	PGE16	PG&E	332.28	C10105	GAS & ELECTRIC
37962	1/5/2021	SUD01	SUDDENLINK	194.23	C10105	TEEN CENTER INTERNET

Accounts Payable Disbursements

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
37963	1/5/2021	UMP01	UMPQUA BANK	131.87	1220DS	OFFICE SUPPLIES
				416.97	1220JH	REPAIRS/SUPPLIES
				53.30	1220LF	TRAINING/REC OFFICE SUPPL
				2,612.80	1220BOARD	REPAIRS/ TRAINING/SUPPLIE
				220.81	1220PARKS	REC PROGRAM SUPPLIES/SHIP
			Check Total:	<u>3,435.75</u>		
37964	1/5/2021	USB01	U.S. BANK TRUST N.A.	7,270.83	C10105	SEWER BOND PAYMENT
37965	1/5/2021	VER01	VERIZON WIRELESS	260.30	C10105	CELL PHONES/TABLET
37966	1/12/2021	ACW01	CB&T/ACWA-JPIA	9,756.99	C10112	GRP. HEALTH INS
37967	1/12/2021	ADV01	ADVANCED SECURITY SYSTEM	969.00	545388	SECURITY SYSTEMS
37968	1/12/2021	BAD01	BADGER METER, Inc.	215.58	1409606	REPAIRS/ SUPPLIES
37969	1/12/2021	CAM01	CAMPION ELECTRIC SUPPLY	380.70	2280-5158	REPAIRS/SUPPLY
37970	1/12/2021	FED02	FEDAK & BROWN LLP	2,110.00	C10112	ACCT. / AUDIT
37971	1/12/2021	FID01	Fidelity National Title	750.00	C10112	PRELIMINARY REPORT
37972	1/12/2021	GHD01	GHD	12,879.00	154335	HILLER SEWER LIFT STATION
				22,932.75	154387	HIGHWAY 101 SEWER CROSSIN
				5,690.00	154928	MICROGRID PROJECT
			Check Total:	<u>41,501.75</u>		
37973	1/12/2021	HAR03	HAPPER MOTORS CO.	6.94	C10112	VEHICLE REPAIRS
37974	1/12/2021	HAR13	The Hartford - Priority A	433.50	C10112	GRP LIFE INSURANCE
37975	1/12/2021	HUM08	HUMBOLDT SANITATION	2,155.40	C10112	TRASH SERVICE
37976	1/12/2021	IBA01	US BANK-GLOBAL CORP TRUST	9,725.87	63160	IBANK LOAN PAYMENT
37977	1/12/2021	IBS01	IBS OF THE REDWOODS	3.87	C10112	VEHICLE REPAIRS
37978	1/12/2021	IND01	INDEPENDENT BUS. FORMS	131.29	39587	OFFICE SUPPLIES

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
37979	1/12/2021	IND02	INDUSTRIAL ELECTRIC SERVICE	1,599.12	C10112	REPAIRS/SUPPLY
37980	1/12/2021	INF02	INFOSEND	2,872.51	183857	PRINTING/MAILING UTILITY BILLS
37981	1/12/2021	INF03	INFINITE CONSULTING SERVICE	3,150.00	8839	PROFESSIONAL SERVICES
37982	1/12/2021	MAD03	MAD RIVER COMMUNITY HOSPITAL	122.50	235309	PROFESSIONAL SERVICES
37983	1/12/2021	MCK04	MCK ACE HARDWARE	202.64	C10112	REPAIRS/SUPPLY
37984	1/12/2021	MIL01	Miller Farms Nursery	78.04	C10112	REPAIRS/SUPPLY
37985	1/12/2021	MUD01	MUDDY WATERS COFFEE CO, INC	80.00	C10112	OFFICE SUPPLIES
37986	1/12/2021	NOR01	NORTH COAST LABORATORIES	4,428.75	C10112	LAB TESTING
37987	1/12/2021	NOR13	NORTHERN CALIFORNIA SAFETY CONSORTIUM	1,520.00	C10112	SAFETY TRAINING
37988	1/12/2021	PIT01	PITNEY BOWES	393.00	310448162	OFFC EQUIP LEASE
37989	1/12/2021	PRE08	PINTERMEDIA LLC	23.75	C10112	PROFESSIONAL SERVICES
37990	1/12/2021	SAF04	SAFEWAY INC. FILE # 72905	9.52	C10112	LAB TESTING SUPPLIES
37991	1/12/2021	STA12	SWRCB ACCOUNTING OFFICE	23,498.20	LW1028303	ANNUAL FEES
37992	1/12/2021	SUD01	SUDDENLINK	136.37	C10112	INTERNET SERVICES
37993	1/12/2021	B003	MQ CUSTOMER REFUND FOR BE	47.05	000C10101	MQ CUSTOMER REFUND FOR BE
37994	1/12/2021	D003	MQ CUSTOMER REFUND FOR DA	16.27	000C10101	MQ CUSTOMER REFUND FOR DA
37995	1/12/2021	E004	MQ CUSTOMER REFUND FOR EL	45.07	000C10101	MQ CUSTOMER REFUND FOR EL
37996	1/12/2021	F013	MQ CUSTOMER REFUND FOR FR	62.83	000C10101	MQ CUSTOMER REFUND FOR FR
37997	1/12/2021	R005	MQ CUSTOMER REFUND FOR RI	11.05	000C10101	MQ CUSTOMER REFUND FOR RI
37998	1/12/2021	S007	MQ CUSTOMER REFUND FOR ST	99.79	000C10101	MQ CUSTOMER REFUND FOR ST

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
38031	1/26/2021	ATT02	AT&T	1,116.96	C10125	TELEPHONE/ADMIN
38032	1/26/2021	ATT04	AT&T	920.95	C10125	SWITCHED ETHERNET SERVICE
38033	1/26/2021	CHA06	CHARLESTON TREE SERVICE	6,087.50	4547	TREE REMOVAL-NORTON
38034	1/26/2021	CWE02	CALIFORNIA WATER	192.00	C10125	MEMBER RENEWAL-DS
38035	1/26/2021	FED01	FedEx Office	619.77	C10125	LAB SHIPMENT
38036	1/26/2021	HEA01	HEALTH/EQUITY, ATTN: CLINT	6,000.00	C10125	ACWA H.S.A PLAN EMPLOYER SHARE
			Check Total:	70.80	8Y4AWGU	ANNUAL ADMIN FEE
				<u>6,070.80</u>		
38037	1/26/2021	IND01	INDEPENDENT BUS. FORMS	66.10	C10125	OFFICE SUPPLIES
38038	1/26/2021	PGE01	PG & E (Office & Field)	23,653.48	C10125	GAS & ELECTRIC
38039	1/26/2021	PGE10	PG&E STREETLIGHTS	3.54	C10125	GAS & ELECTRIC S.L.- ZONE
38040	1/26/2021	PGE14	PACIFIC GAS & ELECTRIC CO	83.72	C10125	GAS/ELECTRIC ANDERSON AVE
38041	1/26/2021	STR01	STREAMLINE	300.00	C10125	WEBPAGE MONTHLY FEE
38042	1/26/2021	TUR02	MCKENNA TURNER	29.53	C10125	REC PROGRAM SUPPLIES REIMB
38043	1/26/2021	HUM04	HUMBOLDT COUNTY PLANNING	1,840.50	C10126P	MICROGRID PROJECT PERMIT
38044	1/26/2021	TAQ01	TAQUERIA LA BARCA	450.00	C10126P	EMPLOYEE FUND - DEC EVENT
38052	2/5/2021	FED01	FedEx Office	(1,522.12)	C10201u	CK# 038052 Reversed
38055	2/3/2021	HUM01	HUMBOLDT BAY MUNICIPAL WATER DISTRICT	(94,751.02)	C10201u	CK# 038055 Reversed
38079	2/3/2021	HUM01	HUMBOLDT BAY MUNICIPAL WATER DISTRICT	94,412.31	C10203P	WTR PURCHASED
38080	2/5/2021	FED01	FedEx Office	902.35	725346208P	LAB TEST SHIPPING
38081	2/5/2021	UMP01	UMPQUA BANK	689.99	01LFOLDP	TRAINING

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
379999	1/19/2021	ADV01	ADVANCED SECURITY SYSTEM	4,998.50	548500	SECURITY SYSTEM
380000	1/19/2021	ASC02	ASCAP	367.00	C10112	SUBSCRIPTION RENEWAL
380001	1/19/2021	ATT01	AT&T	3,322.81	C10119	TELEPHONE/INTERNET
380002	1/19/2021	ATT05	AT&T	194.17	C10119	TELEPHONE TEEN/FAM CTR
380003	1/19/2021	ATT06	AT&T	254.60	C10119	TELEPHONE AZALEA HALL
380004	1/19/2021	BAY04	BAY VALVE SERVICE & ENGINEERING	19,887.74	37000	TANK ACTUATOR
380005	1/19/2021	BIN02	BINDER, SCOTT	110.00	C10119	TRAINING REIMBURSEMENT
380006	1/19/2021	CAL10	CALIFORNIA HEATING	486.62	10435	REPAIRS/ SUPPLIES
380007	1/19/2021	COU06	COUNTY OF HUMBOLDT	2,018.67	PL210133	PROFESSIONAL SERVICES
380008	1/19/2021	CPR01	CALIFORNIA PARK & RECREATION	555.00	C10119	MEMBERSHIP RENEWAL
380009	1/19/2021	DEL02	DELFINO, MADDEN, O'MALLEY	41.50	C10119	LEGAL SERVICES
380010	1/19/2021	FED01	FedEx Office	57.83	C10119	LAB TESTS TREATMENT
380011	1/19/2021	GAN01	GAN CONFERENCEING	15.28	46812	PROFESSIONAL SERVICES
380012	1/19/2021	GRA02	GRAINGER	30.38	975023804	SAFETY SUPPLIES
			Check Total:	374.83	976319404	REPAIRS/ SUPPLIES
				405.21		
380013	1/19/2021	KEN02	KENNEDY/JENKS CONSULTANTS	21,835.45	144079	4.5 MG WATER RESERVOIR
380014	1/19/2021	KEN03	KEN'S AUTO PARTS	244.29	C10112	VEHICLE REPAIRS
380015	1/19/2021	MCK11	MCKINLEYVILLE SENIOR CENTER	21.40	C10112	PARKS DEPT SHARE OF INTERNET
			Check Total:	21.40	C10119	PARKS DEPT SHARE OF INTERNET
				42.80		

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
380016	1/19/2021	MITT01	MITCHELL LAW FIRM	1,290.00	46947	LEGAL SERVICES
				643.00	46948	LEGAL SERVICES
			Check Total:	<u>1,933.00</u>		
380017	1/19/2021	MOO01	MOONSTONE ASSOCIATES, INC	1,000.00	163	PROFESSIONAL SERVICES
380018	1/19/2021	MUD01	MUDDY WATERS COFFEE CO, INC	80.00	C10119	OFFICE SUPPLIES
380019	1/19/2021	NOR10	NORTH COAST APPLIANCE	698.86	C10119	REPAIRS/ SUPPLIES
380020	1/19/2021	NOR35	NORTHERN HUMBOLDT EMPLOYMENT SVCS	1,201.29	C10112	P.PARK/CENTRAL AVE MAINTE
380021	1/19/2021	ORE01	O'REILLY AUTOMOTIVE, INC.	100.18	C10112	REPAIRS/SUPPLY
380022	1/19/2021	POI01	POINTS WEST SURVEYING CO.	5,401.18	2016	PIALORSI RANCH BOUNDARY S
380023	1/19/2021	SEC03	SECURITY LOCK & ALARM	423.94	649	PROFESSIONAL SERVICES
380024	1/19/2021	STA11	STAPLES CREDIT PLAN	582.70	C10119	OFFICE SUPPLIES
380025	1/19/2021	THA01	THATCHER COMPANY, INC.	1,383.78	C10112	REPAIRS/SUPPLY TREATMENT
380026	1/19/2021	THO01	THOMAS & ASSOCIATES	1,831.12	31886	REPAIRS/ SUPPLIES
380027	1/19/2021	THO02	Thomas Home Center	662.85	C10119	REPAIRS/SUPPLY
380028	1/19/2021	VAL01	VALLEY PACIFIC PETROLEUM	385.44	C10112	GAS/OIL/LUBE
380029	1/19/2021	VAL02	VALLEY PACIFIC PETROLEUM	2,792.68	C10112	GAS/OIL/LUBE
380030	1/19/2021	YP001	YP	88.00	C10119	AZALEA HALL ADVERTISING
D00055	1/5/2021	BAR02	SHEL BARSANTI	125.00	C10105	BOARD MTG 12/2/2020
D00055	1/5/2021	BIN01	SCOTT BINDER	125.00	C10105	BOARD MTG 12/9/2020
D00055	1/5/2021	COR07	JOHN CORBETT	125.00	C10105	BOARD MTG 12/2/2020
D00055	1/5/2021	COU09	DAVID COUCH	250.00	C10105	BOARD MTG 12/2 & 12/9

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
D00055	1/5/2021	ORS01	GREG ORSINI	125.00	C10105	BOARD MTG 12/9/2020
D00055	1/5/2021	PET01	JOELLEN CLARK-PETERSON	125.00	C10105	BOARD MTG 12/9/2020
				385,542.38		
Total Disbursements, Accounts Payable:				385,542.38		

Payroll Related Disbursements

17206-17216	1/7/2021		Various Employees	6,843.92		Payroll Checks
17217	1/7/2021	CAL12	CalPERS 457 Plan	8,618.67	C10107	RETIREMENT
				719.04	1C10107	PERS 457 LOAN PMT
Check Total:				9,337.71		
17218	1/7/2021	DIR01	DIRECT DEPOSIT VENDOR- US	40,099.91	C10107	Direct Deposit
17219	1/7/2021	EMP01	Employment Development	1,765.10	C10107	STATE INCOME TAX
				827.39	1C10107	SDI
Check Total:				2,592.49		
17220	1/7/2021	EMP02	Employment Dev Department	995.22	C01231	SUI
17221	1/7/2021	HEA01	HEALTHEQUITY, ATTN: CLINT	175.00	C10107	HSA
17222	1/7/2021	HUM29	UMPQUA BANK--PAYROLL DEP.	5,376.90	C10107	FEDERAL INCOME TAX
				8,551.80	1C10107	FICA
				2,000.00	2C10107	MEDICARE
Check Total:				15,928.70		
17223	1/8/2021	ACW01	CB&T/ACWA-JPIA	56,845.86	C01231	MED-DENTAL-EAP INSUR
17224	1/8/2021	PUB01	Public Employees PERS	20,624.12	C01231	PERS PAYROLL REMITTANCE
17225-17235	1/22/2021		Various Employees	9,119.83		Payroll Checks
17236	1/22/2021	CAL12	CalPERS 457 Plan	8,364.52	C10122	RETIREMENT
				719.04	1C10122	PERS 457 LOAN PMT
Check Total:				9,083.56		

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
17237	1/22/2021	DIR01	DIRECT DEPOSIT VENDOR- US	38,179.43	C10122	Direct Deposit
17238	1/22/2021	EMP01	Employment Development	1,569.99	C10122	STATE INCOME TAX
			Check Total:	824.13	1C10122	SDI
				<u>2,394.12</u>		
17239	1/22/2021	FRA05	FRANCHISE TAX BOARD	31.03	C10122	FRANCHISE TAX BOARD
17240	1/22/2021	HEA01	HEALTH/EQUITY, ATTN: CLINT	175.00	C10122	HSA
17241	1/22/2021	HUM29	UMPQUA BANK--PAYROLL DEP.	5,289.21	C10122	FEDERAL INCOME TAX
			Check Total:	8,536.64	1C10122	FICA
				1,996.52	2C10122	MEDICARE
				<u>15,822.37</u>		
			Total Disbursements, Payroll:	<u>228,248.27</u>		
			Total Check Disbursements:	613,790.65		

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McKinleyville Community Services District

BOARD OF DIRECTORS

March 3, 2021

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 MCSD Rules 7 and 10.

Discussion:

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

1st Notice	December 3, 2020
10 Day Notice	February 19, 2021
Board Meeting	March 3, 2021
Lock	April 14, 2021
ROUTE 19	

Account #	Name	Address
19-760-005	Deyton	1300 Clam Beach Road

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McKinleyville Community Services District

BOARD OF DIRECTORS

March 3, 2021

TYPE OF ITEM: **ACTION**

ITEM: D.4 **Approve Conflict Waiver Relating to the Exclusive Representation of Humboldt Bay Municipal Water District (HBMWD) by Mitchell Law Firm in Connection with the Contemplated Trinidad Rancheria Water Mainline Extension**

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

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

Recommendation:

Staff recommends that the Board authorize the Board President to sign the Consent relating to exclusive representation of HBMWD by the Mitchell Law Firm in connection with the contemplated Trinidad Rancheria water mainline extension feasibility study and possible construction. (**Attachment 2**)

Discussion:

District Council, Russ Gans of the Mitchell Law Firm remitted a letter (**Attachment 1**) to the Board Directors of MCSD and the Humboldt Bay Municipal Water District (HBMWD) disclosing a conflict of interest and requesting a mutual waiver of consent from both MCSD and HBMWD to allow the Mitchell Law Firm to exclusively represent HBMWD in connection with the feasibility study of a potential water mainline extension to the Trinidad Rancheria and any definitive agreements arising from the construction, operation, and use of the same. The Mitchell Law Firm is requesting the following:

“If, after considering the foregoing, your respective Board is willing to consent, please sign and return to us the enclosed copy of this letter (i) acknowledging that we have informed you of our existing relationship with MCSD and HBMWD; (ii) acknowledging that the HBMWD and MCSD have been advised of the conflict of interest associated with our exclusively representing HBMWD in matters concerning the mainline extension while continuing to represent MCSD in wholly unrelated matters; and (iii) indicating that you consent to our representation as described in this letter.

If either MCSD or HBMWD is not willing to consent, we will declare a conflict and assist both HBMWD and MCSD in locating alternate counsel for issues related to any direct agreements between your two entities concerning the contemplated mainline extension.”

The letter details and clarifies the potential conflict of interest, which spring from the firm acting as Legal Counsels to both MCSD and HBMWD. It is noted that *“providing your mutual consent does not, however, obviate our obligation to maintain client confidences or otherwise permit us to disclose any confidential information obtained from MCSD to HBMWD.”* If additional information arises

where Mitchell Law Firm believes they cannot maintain this confidentiality, they will request further consent from MCSD before continuing to represent HBMWD.

The Mitchell Law Firm is asking MCSD to agree to the following consent:

The Mitchell Law Firm, LLP ("Firm") has explained the conflict of interest related to Firm's exclusive representation of HBMWD in connection with the contemplated mainline extension, while concurrently representing MCSD on unrelated matters. On behalf of our respective entity, we acknowledge the disclosure of the Firm's past and continuing representation of both HBMWD and MCSD in unrelated matters, the conflict that will arise if Firm exclusively represents HBMWD in matters concerning the mainline extension, and the consequences of such conflicts. The undersigned, as authorized representation, nevertheless provides informed written consent to the Firm's exclusive representation of HBMWD in connection with the contemplated mainline extension and its continuing representation of HBMWD and MCSD in unrelated matters."

HBMWD's Board approved signing the consent at their February Board Meeting.

Alternatives:

Disapprove the waiver consent from Mitchell Law Firm, LLP.

Fiscal Analysis:

Anticipated to be minimal but uncertain fiscal impacts.

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – February 3, 2021 letter from Mitchell Law Firm: Disclosure of Conflict of Interest; Request for Mutual Waiver from McKinleyville CSD and Humboldt Bay Municipal Water District
- Attachment 2 – Consent Waiver related to exclusive representation of HBMWD by Mitchell Law Firm, LLP



THE MITCHELL LAW FIRM, LLP

CLIFFORD B. MITCHELL (1927 - 2010)

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* Of Counsel
**Provisionally licensed

February 3, 2021

Via E-Mail Only

Board of Directors
McKinleyville Community Services District
1656 Sutter Road
McKinleyville CA 95519

Board of Directors
Humboldt Bay Municipal Water District
828 Seventh Street
Eureka, CA 95501

**Re: Disclosure of Conflict of Interest; Request for Mutual Waiver
McKinleyville CSD – Humboldt Bay Municipal Water District**

Dear President Mayo, President Woo, and Directors:

This letter requests the consent of the McKinleyville Community Services District (“MCSD”) and the Humboldt Bay Municipal Water District (“HBWMD”) to The Mitchell Law Firm, LLP’s (“Law Firm”), exclusive representation of HBWMD in connection with providing legal advice and counsel regarding the contemplated Memorandum of Understanding to study the feasibility of a water mainline extension to serve MCSD and any definitive agreements arising therefrom for the construction, operation, and use of the same, as more particular described below.

///

Existing Relationships

Both MCSD and HBWMD are existing clients and valued of the Law Firm. Law Firm, principally through attorney Russell Gans, serves as District Counsel for MCSD, providing advice and counsel on a wide variety of subjects. Law Firm, principally through attorney Ryan Plotz, serves as District Counsel for HBWMD, providing advice and counsel on a wide variety of subjects. Mr. Plotz has been providing advice and counsel to HBWMD regarding the proposed water mainline extension to the Trinidad Rancheria, including the existing Memorandum of Understanding between the Rancheria and HBWMD.

Proposed Water Mainline Extension

The HBWMD Board of Directors has been in preliminary discussion with the Trinidad Rancheria about the feasibility of extending water service to the Rancheria's land by way of a water mainline extension through the 101 corridor. The District entered into a Memorandum of Understanding with the Tribe to study the feasibility. Mr. Plotz provided advice and counsel to HBWMD through this process and will continue to do so.

HBWMD General Manager, John Friedenbach, formally requested whether MCSD would be similarly interested in entering a Memorandum of Understanding with HBWMD to study the feasibility of HBWMD providing wholesale water service to MCSD as part of the overall mainline extension project. The MCSD Board voted to direct staff to engaged with HBWMD staff to prepare a Memorandum of Understanding for the respective Boards' consideration and possible approval.

Based on the results of the feasibility study, it is contemplated that HBWMD and MCSD may desire to further engage with each other for the purpose of negotiating a definitive agreement for the construction of infrastructure and the provision of water to MCSD.

By way of this letter, Law Firm is requesting the mutual consent of the respective Boards to Law Firm's exclusive representation of HBWMD in regards to (i) advice and counsel to HBWMD regarding the contemplated Memorandum of Understanding to study the feasibility of the mainline extension to MCSD, including the negotiation and drafting thereof, and (ii) advice and counsel to HBWMD regarding the results of the feasibility study and any definitive agreement with MCSD that may be desirable, including agreements for the construction of infrastructure and provision of water service to MCSD.

If approved, Law Firm will assist MCSD in selecting alternative counsel for issues concerning the contemplated mainline extension and continue to serve as District Counsel on unrelated matters. If disapproved by either entity, Law Firm will declare a conflict and assist both clients obtain alternative counsel.

Potential Conflicts of Interest

Our Law Firm's representation of HBMWD regarding the contemplated mainline extension creates a conflict of interest relating to our representation of MCSD because the interests of HBMWD and MCSD are not identical and may, in certain aspects, conflict with one another. Our exclusive representation of HBMWD in this matter requires that we represent HBMWD's interests vigorously, even if HBMWD's interests do not align with MCSD's interests. Providing your mutual consent to this letter authorizes Law Firm to directly engage with MCSD's alternate counsel and provide advice and counsel to HBMWD regarding all aspects of the contemplated transaction, including the advisability of the same, risk allocation and reduction, cost allocation and other matters.

Providing your mutual consent does not, however, obviate our obligation to maintain client confidences or otherwise permit us to disclose any confidential information obtained from MCSD to HBMWD. At this time, we believe that we can exclusively represent HBMWD as to the contemplated mainline extension and still maintain our duty of loyalty and confidentiality to MCSD in all unrelated matters in which we represent MCSD. We do not believe we have obtained any confidential information from MCSD which is material to our representation of HBMWD. Further, we do not believe we have obtained any confidential information from HBMWD that is material to our representation of MCSD.

Nevertheless, if additional facts come to our attention which lead us to believe that: (i) we could not maintain our duty of loyalty and confidentiality to MCSD or HBMWD, (ii) the issue in dispute is substantially related to the same issue in an unrelated matter in which we represent the MCSD; or (iii) we have obtained confidential information from HBMWD, which is material to our representation of MCSD in unrelated matters, we would require further written consent from HBMWD and MCSD before we could continue to represent HBMWD in matters concerning the contemplated mainline extension.

Rule 1.7 of the California Rules of Professional Conduct provides in pertinent part:

(a) A lawyer shall not, without informed written consent from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or a separate matter.

(b) A lawyer shall not, without informed written consent from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client, a former client or a third person, or by the lawyer's own interests.

(c) Even when a significant risk requiring a lawyer to comply with paragraph (b) is not present, a lawyer shall not represent a client without written disclosure of the relationship to the client and compliance with paragraph (d) where:

(1) the lawyer has, or knows that another lawyer in the lawyer's firm has, a legal, business, financial, professional, or personal relationship with or responsibility to a party or witness in the same matter; or

(2) the lawyer knows or reasonably should know that another party's lawyer is a spouse, parent, child, or sibling of the lawyer, lives with the lawyer, is a client of the lawyer or another lawyer in the lawyer's firm, or has an intimate personal relationship with the lawyer.

(d) Representation is permitted under this rule only if the lawyer complies with paragraphs (a), (b), and (c), and:

(1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;

(2) the representation is not prohibited by law; and

(3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

(e) For purposes of this rule, “matter” includes any judicial or other proceeding, application, request for a ruling or other determination, contract, transaction, claim, controversy, investigation, charge, accusation, arrest, or other deliberation, decision, or action that is focused on the interests of specific persons, or a discrete and identifiable class of persons.

In accord with the foregoing, written consent to the exclusive representation of HBMWD in matters concerning the mainline extension and concurrent representation of HBMWD and MCSD in unrelated matters is hereby requested.

Consent

As attorneys where we have a relationship with multiple parties a conflict of interest must be disclosed and informed written consent obtained from both parties. Accordingly, we are seeking the informed written consent of the respective Boards of HBMWD and MCSD before exclusively representing HBMWD in matters concerning the mainline extension.

Request

If, after considering the foregoing, your respective Board is willing to consent, please sign and return to us the enclosed copy of this letter (i) acknowledging that we have informed you of our existing relationship with MCSD and HBMWD; (ii) acknowledging that the HBMWD and MCSD have been advised of the conflict of interest associated with our exclusively representing HBMWD in matters concerning the mainline extension while continuing to represent MCSD in wholly unrelated matters; and (iii) indicating that you consent to our representation as described in this letter.

If either MCSD or HBMWD is not willing to consent, we will declare a conflict and assist both HBMWD and MCSD in locating alternate counsel for issues related to any direct agreements between your two entities concerning the contemplated mainline extension.

February 3, 2021

Page: 6

If you have any questions regarding this letter, please call us before signing and returning the enclosed copy of this letter.

Very truly yours,

THE MITCHELL LAW FIRM, LLP



Ryan T. Plotz



Russell S. Gans

CC: John Friedenbach
Pat Kaspari

CONSENT

The Mitchell Law Firm, LLP (“Firm”) has explained the conflict of interest related to Firm’s exclusive representation of HBMWD in connection with the contemplated mainline extension, while concurrently representing MCSD on unrelated matters. On behalf of our respective entity, we acknowledge the disclosure of the Firm’s past and continuing representation of both HBMWD and MCSD in unrelated matters, the conflict that will arise if Firm exclusively represents HBMWD in matters concerning the mainline extension, and the consequences of such conflicts. The undersigned, as authorized representation, nevertheless provides informed written consent to the Firm’s exclusive representation of HBMWD in connection with the contemplated mainline extension and its continuing representation of HBMWD and MCSD in unrelated matters.

MCKINLEYVILLE COMMUNITY
SERVICES DISTRICT

By: _____
Name: Dennis Mayo
Title: President of the Board of Directors

Date: _____

HUMBOLDT BAY MUNICIPAL WATER
DISTRICT

By: _____
Name: Sheri Woo
Title: President of the Board of Directors

Date: _____

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McKinleyville Community Services District

BOARD OF DIRECTORS

March 3, 2021

TYPE OF ITEM: **ACTION (Consent Calendar)**

ITEM: D.5 **Consider Approval of District becoming a Listed Supporter to the Special Districts Provide Essential Services Act of 2021 (S.91/H.R.535)**

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

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

Recommendation:

Staff recommends that the Board approve MCSD becoming listed as a supporter for the Special Districts Provide Essential Services Act of 2021.

Discussion:

On January 28, 2021, US Representatives John Garamendi, D-Calif, and US Senator Kyrsten Sinema, D-Ariz, re-introduced to the 117th US Congress the “Special Districts Provide Essential Services Act of 2021” (S.91/H.R.535). This important legislation will help to provide special districts with direct access to future local government pandemic relief.

The California Special Districts Association (CSDA), together with the National Special Districts Coalition is leading an effort to support the legislation and urge the bills inclusion in a broader COVID-19 relief package currently being drafted in Congress.

The Special Districts Provide Essential Services Act would establish a federal definition for “special district.” It would require states to direct at least five percent of future Coronavirus Relief Fund (CRF) allocations to their special districts. States would have the discretion to establish their own programs to disburse the funds to special districts demonstrating pandemic-related need for relief.

Both the U.S. House and Senate bills are the same as the 116 Congress’ S. 4308, which was a bipartisan measure introduced by Senator Sinema in coordination with Senator John Cornyn, and for which MCSD provided a support letter.

Attachment 1 provides greater information on this legislation.

Alternatives:

Staff analysis consists of the following potential alternative:

- Take No Action

Fiscal Analysis:

No impacts unless Congress approves additional funding

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – CSDA Call for Support Information



**California Special
Districts Association**
Districts Stronger Together

CONTACT US SUPPORT



New Bill Introduced to Provide Special Districts COVID-19 Relief, Support Letters Needed

By Kristin Withrow posted 6 days ago

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U.S. Representative John Garamendi, D-Calif., and U.S. Senator Kyrsten Sinema, D-Ariz., re-introduced landmark special districts legislation ([H.R. 535](#) and [S. 91](#)), the Special Districts Provide Essential Services Act, on January 28 to provide special districts with direct access to future local government pandemic relief.

Representative Garamendi has [called on all special districts](#) to join in supporting the legislation and lobbying their Representatives in Congress to do the same. CSDA thanks Representative Garamendi and Senator Sinema, as well as Senator Dianne Feinstein and [14 members of the California Congressional Delegation](#) for their original co-sponsorship and leadership on the bills.



CSDA, together with the National Special Districts Coalition is leading an effort to support the legislation. Districts interested in committing their support and joining future national support letters to congressional leadership may [follow this link to submit their information](#) at any time. Doing so would also urge the bills' inclusion in a broader COVID-19 relief package currently being drafted in Congress.

The Special Districts Provide Essential Services Act would establish a federal definition for "special district." It would require states to direct at least five percent of future Coronavirus Relief Fund (CRF) allocations to their special districts. States would have the discretion to establish their own programs to disburse the funds to special districts demonstrating pandemic-related need for relief. States would have flexibility to use excess funds, should the U.S. Treasury permit, after 60 days should special districts' declared needs be met. The bills would also codify districts' access to the Federal Reserve's Municipal Liquidity Facility.

The CRF was established under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, signed into law on March 27, 2020. The \$150 billion fund is eligible to state, territorial, tribal, county and city governments to reimburse certain expenditures made in response to the pandemic. Municipalities with populations greater than 500,000 received direct allocations from the U.S. Treasury, accounting for 45 percent of the total CRF. State received the remaining 55 percent, of which a portion is eligible to be granted to municipalities with populations fewer than 500,000. Unfortunately, language defining local governments' eligibility for CRF in the CARES Act was exclusive of special districts. Per U.S. Treasury's CRF guidelines, states, counties and cities can grant CRF allocations to constituent governments, which encompasses special districts. The Special Districts Provide Essential Services Act provides a solution to this problem.

Both the U.S. House and Senate bills are the same as the 116th Congress' S. 4308, which was a bipartisan measure introduced by Senator Sinema in coordination with Senator John Cornyn. Altogether, legislative efforts last year garnered 43 House cosponsors and five Senate cosponsors.

CSDA will update members with more as this effort develops. For further resources to take action, visit the [COVID-19 Take Action webpage](#) or contact Cole Karr, CSDA Federal Advocacy Coordinator at colek@csda.net.

#FeatureNews
#COVID-19

0 comments

2937 views

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McKinleyville Community Services District

BOARD OF DIRECTORS

March 3, 2021

TYPE OF ITEM: **ACTION**

ITEM: D.6 **Approve Second Amendment to the Cell Tower Lease with PWM Inc. for Existing Cell Towers at District Headquarters Property**

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

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

Recommendation:

Staff recommends that the Board authorize the General Manager to sign the Second Amendment to the Cell Tower Lease with PWM Inc. for continued rental of the existing cell tower at the District Headquarters property. (**Attachment 1**)

Discussion:

The District has leased a cell phone tower to PWM, Inc., a cell tower broker, since 2007. The original lease is included as **Attachment 2**. The cell tower is located at the District's Headquarters facility at 1656 Sutter Road. The District receives a base monthly rental fee and also receives a portion of the annual rental that the cell phone company pays. The current base rent is \$1,064.96/month and current shared rent is \$1,557.50/month for a total of \$2,622.46/month. The original lease was for 5-years with an option to extend for an additional three terms of five years each or until 2027. The original lease was amended to include a leasehold parcel, or a portion of land where a second cell tower could be located (**Attachment 3**). This Second Amendment to the Lease Option extends the lease out for up to six terms of five years each, or potentially out until 2051. The base rent is increased to \$1,200/month, with an annual inflation tied to the Consumer Price Index as outlined in the original lease. It also includes the rent share agreements as outlined in the original lease. It also offers PWM the right of first refusal to purchase the portion of the overall property where the cell towers are located, if the District ever sells the District Headquarters property.

Alternatives:

Do not approve signature of the Second Amendment to the Cell Tower Lease.

Fiscal Analysis:

Continued income of \$2,757.50/month in rental fees.

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Second Amendment to Lease Option and Ground Lease between MCSD and PWM, Inc. for cell tower at 1656 Sutter Road, McKinleyville
- Attachment 2– Original Lease Option and Ground Lease for cell tower
- Attachment 3 – First Amendment to Lease Option and Ground Lease

Site Name: McKinleyville

SECOND AMENDMENT TO
LEASE OPTION AND GROUND LEASE

This Second Amendment Two to Lease Option and Ground Lease (the “Second Amendment”) is made and entered this _____ day of _____, 2021, by and between McKinleyville Community Services District, having an address at 1656 Sutter Road, McKinleyville, California 95519, hereinafter referred to as “Landlord”, and PWM, Inc., a California corporation, having an address at P.O. Box 1032, Eureka, California, 95502, hereinafter referred to as “Tenant.”

- A. WHEREAS, Landlord and Tenant are parties to a Lease Option and Ground Lease dated April 23, 2007 (the “Lease”) and as amended by Amendment One to Lease Option and Ground Lease dated April 23, 2007 and executed December 4, 2007 (the “First Amendment”).
- B. WHEREAS, Landlord is the fee owner of property with an address of 1656 Sutter Road, McKinleyville, California 95503, Assessor's Parcel Number 509-191-031, located in the County of Humboldt, incorporated by reference (the “Leasehold Parcel”).
- C. WHEREAS, Landlord and Tenant desire to amend the Lease to (i) increase the Term of the Lease, (ii) increase the number of options, (iii) add additional extensions (iv) increase the base rent, and (v) add limited Rights Upon Sale.

NOW THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, the receipt and sufficiency of which are hereby acknowledged, the Landlord and Tenant agree as follows:

1. Term of the Lease. The provision of the Lease entitled “Term of the Lease” on page two (2) of the Lease is hereby deleted in its entirety and replaced to read as follows:

“Term of the Lease. The initial Lease Agreement commenced on December 3, 2007, and shall expire upon the elapse of nineteen (19) years (the “Initial Term”), commencing upon December 3, 2007 and terminating on the last day of the month in which the nineteenth anniversary of the Commencement Date falls, or December 31, 2026.”

1. Option to Renew. The provision of the Lease entitled “Option to Renew” on page two (2) of the Lease is hereby deleted in its entirety and replaced to read as follows:

Option to Renew. The Initial Term of this Lease shall automatically extend for up to six (6) additional terms of five (5) years each, upon a continuation of all the same provisions hereof, unless Tenant gives Landlord written notice of Tenant's intention to terminate the Lease at least sixty (60) days before the expiration of the Term.

2. Additional Extensions. The provision of the Lease entitled “Additional Extensions” is hereby added in its entirety and reads as follows:

Site Name: McKinleyville

Additional Extensions. If at the end of the sixth (6th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five(5) years and for five (5) year terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. The initial term and all extensions shall be collectively referred to herein as the "Term."

3. Base Rent Increase. The provision of the Lease entitled "Base Rent" on page two (2) of the Lease is hereby deleted in its entirety and replaced to read as follows, and the Lease (as amended) shall hereinafter be read and interpreted as if the following italicized text exists:

Base Rent. Commencing on the date that Tenant exercises the Option to Lease (the "Commencement Date") and continuing up and through March 31, 2021, Tenant shall pay Base Rent to Landlord in the amount of Seven Hundred and Fifty Dollars (\$750.00) per month (plus any increases accruing thereon in accord with the Base Rent adjustments stated in this Lease), which shall be due within 30 days of the Commencement Date and monthly rent installments thereafter on the first day of each calendar month. Commencing on April 1, 2021, Base Rent shall increase to a sum equal to one thousand two hundred Dollars (\$1,200.00) per month (plus any increases accruing thereon in accord with the Base Rent adjustments stated in this Lease). Rent for any partial month shall be prorated on the basis of a 30-day month. All Base Rent and Percentage Rent payments shall be made to: McKinleyville Community Services District at P.O. Box 2037, McKinleyville, CA 95519.

4. Right of First Refusal. A Right of First Refusal of the Lease is hereby added in its entirety and reads as follows:

Right of First Refusal. If LANDLORD elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by TENANT, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, TENANT shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If TENANT fails to meet such bona fide offer within thirty (30) days after written notice thereof from LANDLORD, LANDLORD may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

4. Except as specifically amended by this Second Amendment, all terms and conditions of the Lease and the First Amendment shall remain in full force and effect.

Site Name: McKinleyville

IN WITNESS WHEREOF, the parties hereto bind themselves to this Amendment Two to Lease Option and Ground Lease as of the day and year first above written.

LANDLORD:

TENANT:

McKinleyville Community Services District

PWM, Inc., a California corporation

By: _____

By: _____

Printed Name: _____

Printed Name: Thomas J. McMurray Jr.

Title: _____

Title: President

Phone: 707-839-3251

EIN: 942657493

[ACKNOWLEDGMENTS APPEAR ON THE FOLLOWING PAGE]

Site Name: McKinleyville

LANDLORD ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF HUMBOLDT)

On _____, before me, _____,
personally appeared _____, who proved to me on the basis
of satisfactory evidence to be the person whose name is subscribed to the within instrument and
acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the
instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

TENANT ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF HUMBOLDT)

On _____, before me, _____,
personally appeared Thomas J. McMurray Jr. who proved to me on the basis of satisfactory evidence to be
the person whose name is subscribed to the within instrument and acknowledged to me that she executed
the same in her authorized capacity, and that by her signature on the instrument the person, or the entity
upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal

Signature_____

Site Name: McKinleyville

Site No. _____

LEASE OPTION AND GROUND LEASE

This Lease is made and entered into as of the 23rd day of April, 2007, by and between McKinleyville Community Services District, having an address at 1656 Sutter Road, McKinleyville, CA. 95519 hereinafter referred to as "Landlord," and PWM INC., a California corporation, having an address at P.O. Box Suite 1032, Eureka, CA. 95502, hereinafter referred to as "Tenant."

In consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

Option to Lease. a) Landlord hereby grants to Tenant an option (the "Option") to lease from Landlord the following described parcel (the "Leasehold Parcel"):

Approximate dimensions: 40 feet by 60 feet

Approximate acreage: .0264 acres

Location: APN: 509-021-046

Physical Address 1656 Sutter Road

in McKinleyville, Humboldt County, California

The Leasehold Parcel shall be in a location mutually agreeable upon by the parties to accommodate the equipment shelters/cabinets/generator, a 130-140 ft. monopole, painted dark green or another suitable tower/pole, cellular and other necessary antennas, pursuant to a site plan that shall agreed upon between the parties at a later date. During the Initial Option Term (as defined below) and any extension thereof, and during the term of this Lease, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Leasehold Parcel to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Leasehold Parcel (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises (as hereinafter defined) and include without limitation applications for zoning variances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Leasehold Parcel that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Leasehold Parcel, the environmental history of the Leasehold Parcel, Landlord's title to the Leasehold Parcel, and the feasibility or suitability of the Leasehold Parcel for Tenant's Permitted Use (as hereinafter defined), all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Leasehold Parcel, whether or not such defect or condition is disclosed by Tenant's inspection. Prior to Tenant or its agents, engineers, surveyors, or other representatives entering upon the Leasehold Parcel during the Initial Option Term or any extension thereof, Tenant shall

provide Landlord with not less than 24 hours notice prior to any such entry; a one time notice that a contractor would be working for a constant period of time shall meet this requirement.

In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of Five Hundred Dollars (\$ 500.00) upon receipt of the executed option by the Landlord and Tenant. The Option will be for an initial term of 18 months (the "Initial Option Term") and may be renewed by Tenant for an additional six months upon written notification to Landlord and the payment of an additional Five Hundred Dollars (\$ 500.00) no later than ten (10) days prior to the expiration date of the Initial Option Term.

During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord hereby leases the Leasehold Parcel to the Tenant subject to the following terms and conditions.

Use of the Premises. Tenant shall be entitled to use the Premises to construct, operate, modify as necessary, and maintain thereon a communications antenna tower (including aviation hazard lights when required), an access road, one or more equipment buildings, and a security fence, together with all necessary lines, anchors, connections, devices, and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage (collectively, the "Improvements"); Tenant's use described in this Section is hereinafter referred to as the ("Permitted Use"). Tenant shall have unlimited access to the Premises 24 hours per day, 7 days a week through an access gate from Weirup Lane into the Leasehold Parcel to be constructed by Tenant.

Landlord's Use of Tower

Landlord, as its sole expense to install and maintain, shall have the right to place one (1) radio antenna on the tower. The antenna shall be installed by a qualified installer, licensed to work on towers, and placed in an area on the tower approved by the Tenant. The installer and any subsequent person maintaining the antenna shall be insured per the insurance requirements contained in this Ground Lease. A Certificate of Insurance, naming the Tenant as an additional insured, shall be delivered to Tenant before installation or maintenance of the antenna is permitted. The antenna shall not be placed in an area on the tower that is suitable for a sub-tenant.

Term of the Lease

In the event Tenant exercises the Option, the initial Lease term will be five (5) years (the "Initial Term"), commencing upon the Commencement Date (as defined below). The Initial Term will terminate on the last day of the month in which the fifth anniversary of the Commencement Date falls.

Option to Renew. The Initial Term of this Lease shall automatically extend for up to three (3) additional terms of five years each, upon a continuation of all the same provisions hereof, unless Tenant gives Landlord written notice of Tenant's intention to terminate the Lease at least sixty (60) days before the expiration of the Initial Term.

Option to Terminate. Tenant shall have the unilateral right to terminate this Lease at any time by giving Landlord written notice of such termination, and by paying to Landlord six months rent in effect at the time of termination, in which event this Lease shall be null and void on the date of such notice and payment. In addition to payment of the above amount for early termination, rent shall continue to be paid by Tenant until Tenant's property, except for the foundation and other below ground improvements. is removed from the site.

Base Rent. Commencing on the date that Tenant exercises the Option to Lease (the "Commencement Date"), Tenant shall pay Base Rent to Landlord in the amount of Seven Hundred Fifty Dollars (\$ 750.00) per month, which shall be due within 30 days of the Commencement Date and monthly rent installments thereafter on the first day of each calendar month. Rent for any partial month shall be prorated on the basis of a 30-day month. All Base Rent and Percentage Rent payments shall be made to: McKinleyville Community Services District at P. O. Box 2037, McKinleyville, CA 95519.

Percentage Rents A percent of the amounts due to Tenant for any sublease or license of any portion of the Leasehold Parcel by the Tenant to a third party occupying the tower shall be remitted to Landlord as set forth herein. The percentage of such amounts due to Landlord is as follows: (1) zero percent (0%) for the first subtenant or licensee, (2) thirty percent (30%) for the second subtenant or licensee, (3) forty percent (40%) for the third subtenant or licensee, (4) fifty percent (50%) for the fourth subtenant or licensee and each additional subtenant or licensee in excess of the fourth subtenant or licensee. If a subtenant terminates their sublease, the percentage rent shall be adjusted back to the lower percentage rent.

In no case shall Tenant accept non-monetary consideration for rent from any subtenant or licensee. Landlord's share of any rents due from any sub-tenant or license shall not be based off any direct payments made to Tenant from any sub-tenant or license for electrical or other reimbursed costs that are added to the base rent of the sub-tenant or licensee. In no case shall the Tenant be required to pay a percentage of payments received for a sub-tenants share of utilities, taxes or other non-rental income. Tenant shall provide Landlord with a copy of any sublease or extension/renewal thereof, including sub-tenant contact information, within 60 days of the execution of the same by both the Tenant and Sub-Tenant. Sub-Tenant shall be advised, via Tenant's sublease agreement, that Landlord has the right to contact the sub tenant in order to verify the dollar amount of rents sub tenant pays to Tenant. Percentage rents due Landlord as a result of additional sub tenant's occupancy on the tower shall be paid monthly to Landlord. Once each year, Landlord shall be entitled to receive from Tenant a detailed summary of rents received by Tenant from all sub tenants and a listing of the percentage rents paid to Landlord.

Adjusted Base Rent. On each anniversary of the Commencement Date and throughout the duration of the Lease as renewed and extended, the Base Rent shall be adjusted in proportion to the cumulative change in the latest published Consumer Price Index compared to the same index as historically recorded for the month and year in which the Initial Term of this Lease commenced. "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, 1982-84 = 100 (U.S. Department of Labor, Bureau of Labor Statistics). If the said Consumer Price Index ceases to be published, then a reasonably comparable index shall be used. Notwithstanding, Base Rent shall be increased by a minimum

of 3% annually, unless the CPI adjustment would result in a negative adjustment and in which case there shall be no adjustment for the particular year in question.

Utilities. Tenant shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Tenant's operations.

Property Taxes. Landlord shall be responsible for payment of real property taxes related to Landlord's property of which the Leasehold Parcel is a part ("Landlord's Parcel"). Tenant shall be responsible for the real estate taxes levied against the Leasehold Parcel and for payment of all personal property taxes, where applicable, levied against Tenant's tangible personal property located on the Leasehold Parcel.

If the real property tax assessment classification of Landlord's Parcel changes as a result of Tenant's use thereof, then Tenant shall reimburse Landlord for real property tax increases attributable to such commercial use. In the absence of any definitive calculations of such increases in values, increases in the real property values reflected in Landlord's real property tax bill received after the first assessment date following Tenant's completion of construction shall be deemed to best approximate the tax impact attributable to Tenant.

If the Leasehold Parcel is eligible for a separate assessor's parcel number, the real property tax bill for the Leasehold Parcel shall be sent directly to and shall be paid by Tenant. If the Leasehold Parcel is not eligible for a separate assessor's parcel number, Landlord shall be responsible for payment of real property taxes related to Leasehold Parcel. Tenant shall reimburse Landlord for Tenant's proportionate share of such real property taxes paid by Landlord. Tenant's proportionate share shall be determined as the square footage of the Leasehold Parcel, divided by the square footage of Landlord's Parcel, times total real property tax attributable to the land contained in Landlord's Parcel.

Tenant shall reimburse Landlord for Tenant's share of the real property taxes related to the Landlord's Parcel or to the Leasehold Parcel, following Landlord's demand thereof. Landlord's requests to Tenant for reimbursement of such real property taxes should be addressed to:

PWM Inc.
P.O. Box 1032
Eureka, California 95502

A copy of Landlord's real property tax bill and a paid tax receipt must accompany all Landlord's requests to Tenant for reimbursement of such real property taxes. Tenant shall only be responsible for real property tax reimbursements requested within one year of payment of such real property taxes by Landlord. Tenant shall comply with valid requests for reimbursement to Landlord by utilizing the same payment method utilized for rent payments related to this lease.

In order to ensure that Tenant's leasehold interest is not extinguished in the event that the real property taxes related to Landlord's Parcel become delinquent, Tenant shall have the right, but

not the obligation, to pay delinquent real property taxes related to Landlord's Parcel. Tenant shall be entitled to take a credit against Base Rent under this lease for any such taxes paid by Tenant that exceed Tenant's proportionate share thereof.

Repairs and Maintenance. Tenant shall be responsible for all repairs and maintenance of the Improvements, and may at its own expense alter or modify the Improvements to suit its needs consistent with the intended use of the Premises and the site plan to be agreed upon by the parties.

Mutual Indemnification. Each Party shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the other Party, against all claims, losses, costs, expenses, damages, and liabilities arising from: (i) the negligence, willful misconduct or strict liability of such Party, or its agents, employees, or contractors; or (ii) any material breach by such Party of any provision of this Agreement. Neither Party shall be responsible or liable to the other for any claim, loss, cost, expense, damage or liability arising from any claim to the extent attributable to any acts or omissions of the other Party.

Insurance. Tenant shall continuously maintain in full force and effect a policy of commercial general liability insurance with limits of One Million Dollars covering Tenant's work and operations upon Landlord's Parcel. Tenant shall name landlord as an additional insured and furnish and maintain a Certificate of Insurance.

Opportunity to Cure Non-Monetary Defaults. If Landlord or Tenant fails to comply with any non-monetary provision of this Lease, the other party shall serve written notice of such failure upon the defaulting party, whereupon a grace period of 45 days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of such failure. Such grace period shall automatically be extended for an additional 45 days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

Assignment of Lease by Tenant. This Lease shall be assignable by the Tenant to any other party subject to Landlord's consent. Tenant's right to effect an outright transfer of the Lease, and the right of any collateral assignee to seize the Premises as defaulted security, permitted so long as the collateral assignee and any successor attorn to the terms of this Agreement. Tenant shall notify Landlord in writing of the name and address of any assignee or collateral assignee.

Subleasing. Tenant shall have the unreserved and unqualified right to sublet all or any portion of the Premises to subtenants without the necessity of obtaining Landlord's consent.

Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant such other instruments respecting the Premises as Tenant or Tenant's lender may reasonably request from time to time. Such instruments may include a memorandum of lease that may be recorded in the appropriate local land records. Landlord also agrees to cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises.

Removal of Improvements. The Improvements are agreed to be Tenant's personal property and shall never be considered fixtures to the Premises. Tenant shall at all times be authorized to remove the Improvements from the Premises. Upon the expiration or earlier termination of this

Lease, Tenant shall remove the above ground improvements from the Premises. Tenant shall be entitled to abandon, in place, all footings, foundations and other below ground improvements.

Quiet Enjoyment. Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Initial Lease Term as the same may be extended, and that Landlord will not intentionally disturb Tenant's enjoyment thereof as long as Tenant is not in default under this Lease

Subordination and Non-Disturbance. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided the mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in writing and otherwise in form and substance reasonably satisfactory to Tenant. If requested by Tenant, Landlord agrees to use Landlord's best efforts to assist Tenant in obtaining from any holder of a security interest in Landlord's Parcel a non-disturbance agreement in form and substance reasonably satisfactory to Tenant.

Environmental Laws. Landlord represents that it has no knowledge of any Hazardous Material on the Premises. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, of all spills or other releases of Hazardous Material, not caused by or contributed to by Tenant, which have occurred or which may occur on the Premises. Landlord agrees to defend, indemnify and hold Tenant harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that the Tenant may suffer due to the existence or discovery of any Hazardous Material on the Premises for which Landlord is responsible pursuant to this paragraph.

Environmental Obligations. As used in this Lease, the term Hazardous Material ("Hazardous Material") shall mean any hazardous or toxic substance, material, or waste of any concentration that is or becomes regulated by the United States, the State of California, or any local government authority having jurisdiction over the Premises. Hazardous Material includes:

- a) Any "hazardous substance," as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code sections 9601-9675);
- b) "Hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code sections 6901-6992k);
- c) Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing liability or standards or conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect);
- d) Petroleum products;

- e) Radioactive material, including any source, special nuclear, or byproduct materials as defined in 42 United States Code sections 2011-2297g-4;
- f) Asbestos in any form or condition; and
- g) Polychlorinated biphenyls (PCBs) and substances or compounds containing PCBs.

Tenant shall not cause or permit any Hazardous Material, as defined above, to be generated, brought onto, used, stored, or disposed of in or about the Premises by Tenant or its agents, employees, contractors, subtenants, or invitees, except for such substances that are required in the ordinary course of Tenant's business conducted on the Premises. Tenant shall:

- (i) Use, store, and dispose of all such Hazardous Material in strict compliance with all applicable statutes, ordinances, and regulations in effect during the Lease Term that relate to public health and safety and protection of the environment (Environmental Laws); and
- (ii) Comply at all times during the Lease Term with all Environmental Laws.

Tenant agrees to indemnify, defend, and hold Landlord harmless for any and all liability associated with any release of Hazardous Material in or about the Premises occurring during the term of this Lease and Tenant's occupancy of the Premises. This provision shall survive the termination of this Lease.

Attorneys' Fees. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover from the other party the reasonable costs incurred by such party in such action, including reasonable attorneys' fees and costs of appeal.

Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Entire Agreement. This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

Modifications. This Lease may not be modified, except in writing signed by both parties.

Non-Binding Until Full Execution. Both parties agree that this Lease is not binding on both parties until both parties execute the Lease.

Waiver. A waiver of any provision herein shall not constitute a subsequent waiver of the same provision.

IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the day and year first above written.

LANDLORD:

McKINLEYVILLE COMMUNITY
SERVICES DISTRICT

By: Thomas A Marking
Printed Name: Thomas A Marking
Title: General Manager

Phone: 707-839-3251

TENANT:

PWM Inc.

By: Thomas J. McMurray Jr
Printed Name: THOMAS J MCMURRAY JR.
Title: PRESIDENT

EIN: 942657493

ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF HUMBOLDT

On APRIL 23rd, 2007, before me, SHARON L. DENISON, a Notary Public in and for said state, personally appeared THOMAS A. MARINE, personally known to me ~~or~~ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Sharon L. Denison
Notary Public



(Seal)

ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF HUMBOLDT

On _____, 2007, before me, _____, a Notary Public in and for said state, personally appeared _____, personally known to me ~~or~~ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)

Exhibit A

Legal Description of Leasehold Parcel

Site Name: McKinleyville

Site No. _____

AMENDMENT ONE TO
LEASE OPTION AND GROUND LEASE

This Amendment One to the Lease dated April 23, 2007 is entered into this 3rd day of December, 2007, by and between McKinleyville Community Services District, having an address at 1656 Sutter Road, McKinleyville, CA. 95519 hereinafter referred to as "Landlord," and PWM INC., a California corporation, having an address at P.O. Box Suite 1032, Eureka, CA. 95502, hereinafter referred to as "Tenant." is hereby amended as follows:

In consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

Option to Lease is hereby partially deleted and replaced to read as follows:

Option to Lease a) Landlord hereby grants to Tenant an option (the "Option") to lease from Landlord the following described parcel (the "Leasehold Parcel"):

Approximate dimensions: Two separate parcels 30 feet by 40 feet

Approximate acreage: .0264 acres

Location: APN: 509-191-031

Physical Address 1656 Sutter Road

in McKinleyville, Humboldt County, California

The Leasehold Parcel shall be in a location mutually agreeable upon by the parties to accommodate the equipment shelters/cabinets/generator, and two 75 feet in height monopoles, painted per color selected by the District, pursuant to a site plan previously agreed upon and attached hereto.

All other terms and conditions of the Lease Option and Ground Lease by and between Landlord and Tenant shall remain the same. In the event of any conflict in the language of the Agreement with this Amendment One relating to the specific terms, conditions or obligations dealt with herein between the parties, the language of this Amendment One shall supersede and shall prevail over those conflicting terms.


The Lease Option and Ground Space Agreement, as amended, sets forth the entire agreement between Licensor and Licensee relating to the subject matter hereof. Neither party relies on any representation or warranty, express or implied, not expressly set forth therein.

ALL OF THE TERMS AND CONDITIONS OF THIS AMENDMENT ONE ARE HEREBY FULLY AGREED TO BY THE PARTIES.

IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the day and year first above written.

LANDLORD:

McKINLEYVILLE COMMUNITY
SERVICES DISTRICT

By: 

Printed Name: Thomas A. Marking

Title: General Manager

Phone: 707-839-3251

TENANT:

PWM Inc.

By: 

Printed Name: Thomas J. McMurray Jr.

Title: President 12-3-07

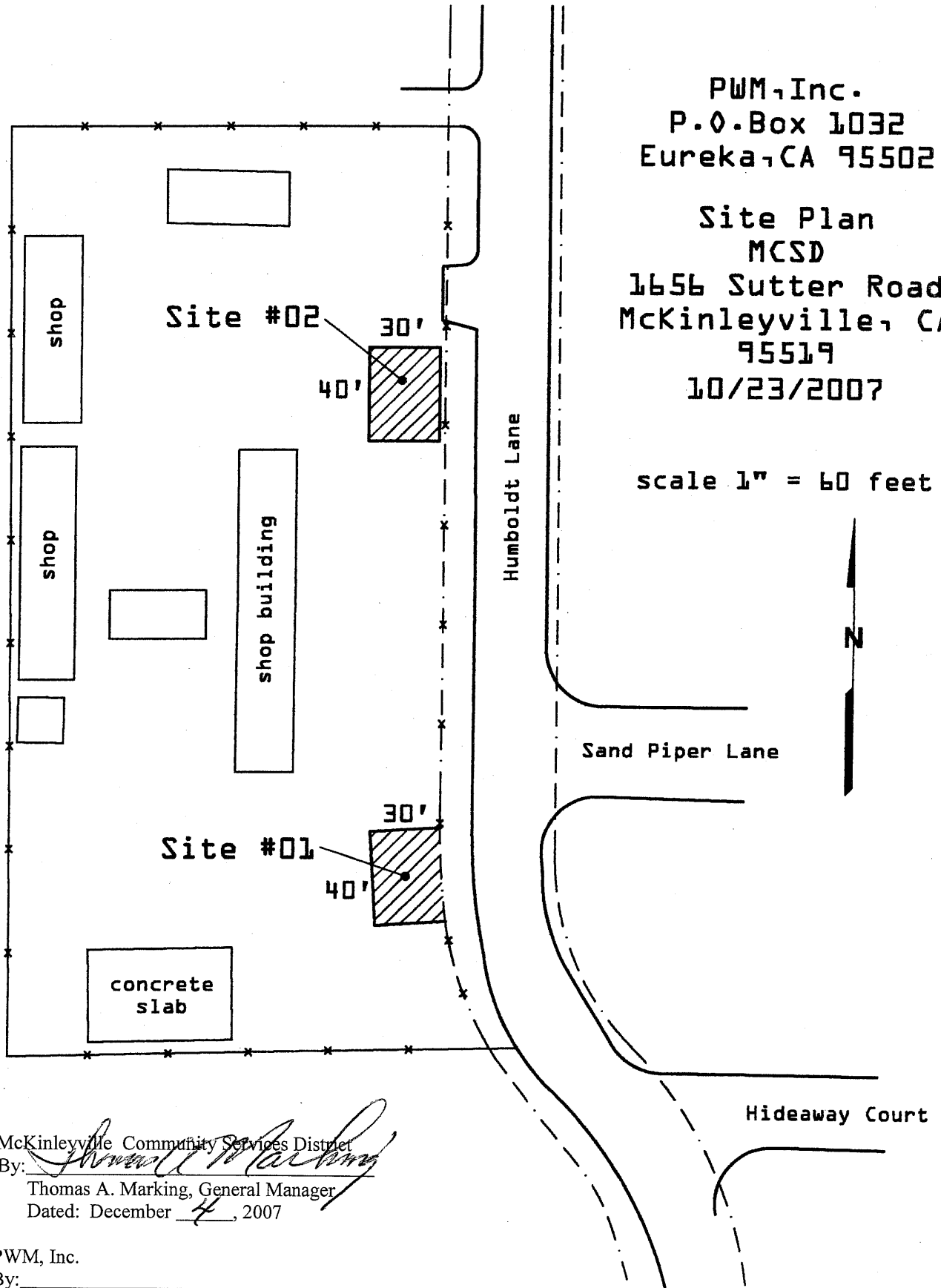
EIN: 942657493

Attachment: Site Plan

PWM, Inc.
P.O. Box 1032
Eureka, CA 95502

Site Plan
MCSD
1656 Sutter Road
McKinleyville, CA
95519
10/23/2007

scale 1" = 60 feet



APPROVED: McKinleyville Community Services District
By: Thomas A. Marking
Thomas A. Marking, General Manager
Dated: December 4, 2007

PWM, Inc.
By: _____
Thomas J. McMurray Jr.
Dated: December _____, 2007

McKinleyville
Community Services
Department
APN: 509-191-031

ACKNOWLEDGMENT

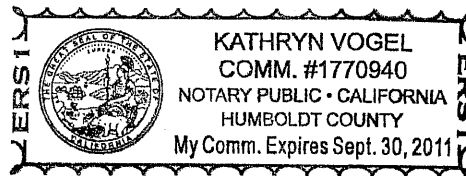
STATE OF CALIFORNIA

COUNTY OF HUMBOLDT

On December 3, 2007, before me, Kathryn Vogel, a Notary Public in and for said state, personally appeared Thomas J. Mancera, Jr. personally known to me -or- proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Kathryn Vogel
Notary Public



(Seal)

ACKNOWLEDGMENT

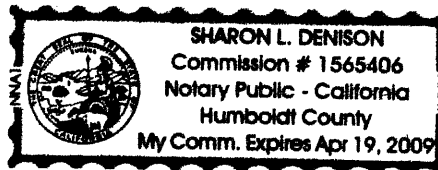
STATE OF CALIFORNIA

COUNTY OF HUMBOLDT

On DECEMBER 4th, 2007, before me, SHARON L. DENISON, a Notary Public in and for said state, personally appeared THOMAS A. MARKING, personally known to me -or- proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Sharon L. Denison
Notary Public



(Seal)

McKinleyville Community Services District

BOARD OF DIRECTORS

March 3, 2021

TYPE OF ITEM: **INFORMATIONAL**

ITEM: D.7 **2020 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 2020 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 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 2020 discharge season. The testing results for Chronic Testing are detailed in Table 5 of **Attachment 1** and show that the tests had Passed.

The annual report also displays the required Ammonia Study Work Plan, Local Limits Study, Per- and Polyflouroalkyl Substances (PFAS) Sampling along with the Discharge Monitoring Report Quality Assurance Study Report.

The complete 177-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 2020 Wastewater Management Facility Annual Report

McKinleyville Community Services District



ANNUAL WASTEWATER MANAGEMENT FACILITY MONITORING & DISCHARGE REPORT

FOR 2020

NPDES No. CA0024490
WDID No. 1B820840HUM
ORDER No. R1-2018-0032

McKinleyville Community Services District
P.O. Box 2037
McKinleyville CA 95519
Phone: 707.839.3251
Fax: 707.839.8685
Email: pkaspari@mckinleyvillecsd.com

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) 839-5964

February 3, 2021

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 2020**

The McKinleyville Community Services District operates the wastewater collection, treatment, and disposal facilities that serve 6564 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 Fisher Road.
	GW-002	Well M-2, on the southwest corner of the intersection of School and Fisher 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 Fisher 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 requirement 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 2020 were not exceeded.

Total Suspended Solids Testing (TSS):

Discharge Point 001 requirement for TSS are 30 mg/L and 85% removal for the monthly average and a weekly average of 45 mg/l.

TSS limitations for 2020 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 2020

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 2020 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 2020

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 2020 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 2020 were in compliance.

Dichlorobromomethane Testing:

The effluent limitations for Dichlorobromomethane for Discharge Point 001 are listed in Table 1. There were no exceedances in 2020.

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 day of notification. The results for Acute Testing were in compliance in 2020.

Acute Toxicity Testing

Acute Testing remained in compliance throughout the calendar year for Rainbow Trout.

Table 4 Acute Monthly Testing for 2020

Date Collected	Test	Trout Survival	TST
1/8/2020	Monthly	100%	PASS
2/13/2020	Monthly	100%	PASS
3/5/2020	Monthly	100%	PASS
4/6/2020	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 per permit during the 2020 discharge season. The testing results for Chronic Testing are detailed in Table 4

Table 5 Chronic Toxicity Testing for 2020

Dilution Water	Date	Test Species	
		Flathead minnow	
		% effect	TST
Diluted w/ Lab Control Water	January 2020	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 2019.

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 2010 through 2020. The average BOD in 2020 was 5 mg/L and continues to remain well below 30mg/L, our current limit.

Chart 1 Annual Average BOD Concentrations

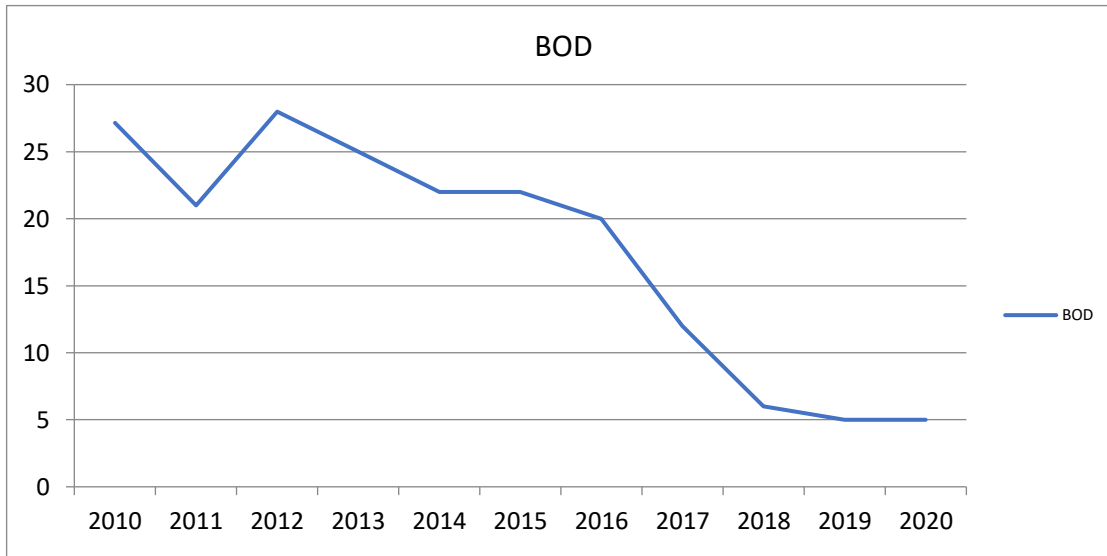


Chart 2 demonstrates average TSS concentration in mg/L from 2010 through 2020. The average TSS in 2020 was 2 mg/L and is well below the level it was in 2010. There was a trend increase in 2016 possibly due to the draining of Pond A to build the new plant which diverts flow and nutrient to one Facultative Pond instead of two, along with the additional aerators placed in Pond B.

Chart 2 Annual Average TSS Concentrations

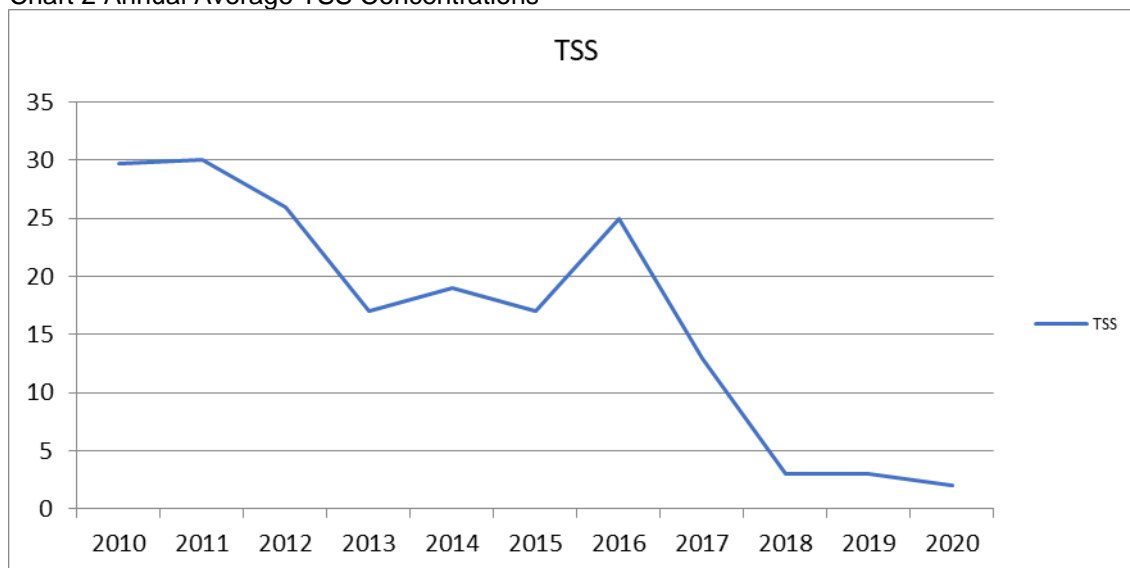
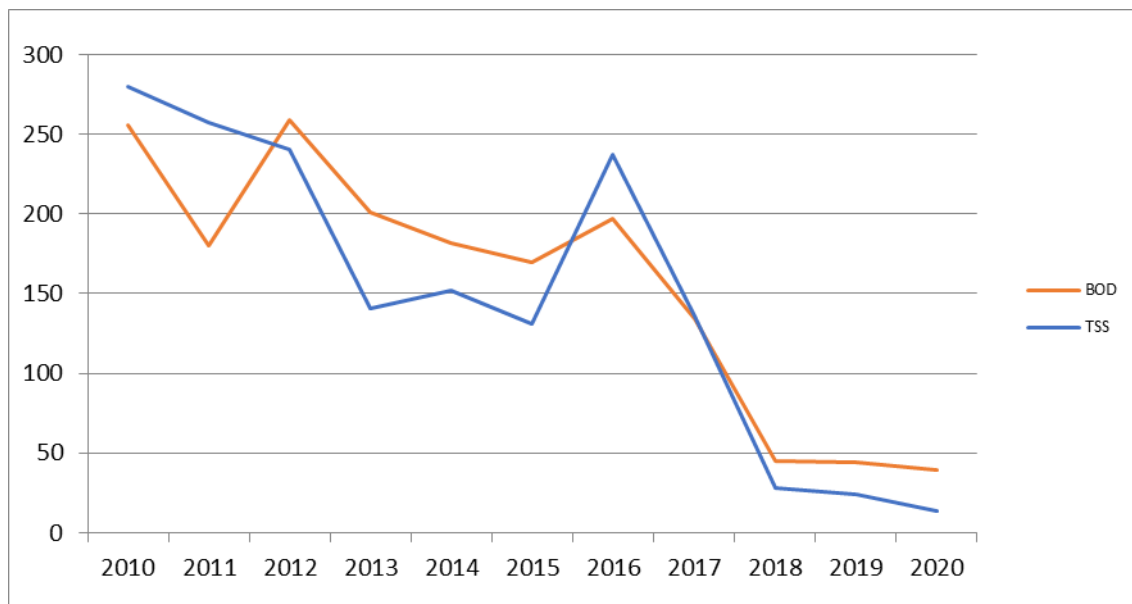


Chart 3 is the product of the flow and the concentration. It is identified as mass loading and measured in pounds per day.

Chart 3 Annual Average BOD and TSS Mass Loading



Charts 1-3 demonstrate the steady trend downward of BOD and TSS from 2010. 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 2020.

Summary of Work Completed in 2020

Ammonia Study Work Plan:

The District is required to conduct a freshwater mussel survey of the lower Mad River in accordance with the current National Pollutant Discharge Elimination System (NPDES) permit requirements for the McKinleyville Wastewater Treatment Facility (WWTF).

Under Waste Discharge Requirements (WDR) Order No. R1-2018-0032, Special Provision VI.C.2.a, the District was required to submit a work plan for conducting the freshwater mussel study to the Regional Water Board by October 1, 2020.

The District submitted the MCSD Freshwater Mussel Study Workplan (Moonstone Associates, 2020) for Regional Water Board review and approval in September 2020. The District received Regional Board approval of the work plan in December 2020. A copy of the complete approved work plan is available online at <https://www.mckinleyvillecsd.com/files/e5580fb3c/20200928-MCSDMusselStudyWorkPlan.pdf>

Local Limits Study:

Federal water quality regulations require local governments to prevent the introduction of certain pollutants into their Publicly Owned Treatment Works (POTW), in order to prevent interference with wastewater treatment processes and pass through of pollutants and provide for the use and disposal of municipal biosolids (sludge). This is accomplished through development and implementation of specific effluent limits (local limits) for industrial users. These limits are developed to reflect the specific needs and capabilities at individual POTWs and protect the waterbody to which the POTW discharges.

Freshwater Environmental Services (FES) has assisted the McKinleyville Community Services District (MCSD) in developing the Local Limits Study Workplan (Workplan) to outline the steps required for a local limits update.

The Workplan was submitted to the Regional Water Quality Control Board (RWQCB) for review in September 2019 and the implementation was approved in December of 2019. Staff conducted the study in July of 2020 and the results were used to develop an updated Local Limits Report which was submitted to the RWQCB for approval. A copy of the complete Local Limits Report is available online at

<https://www.mckinleyvillecsd.com/files/b8e69aefa/MCSD+Local+Limits+Report+2020+%28Final%29.pdf>

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. A copy of the report that was sent to the State Water Board is available online at

<https://www.mckinleyvillecsd.com/files/1b084b1f4/MCSD+2020+DMR-QA+Report.pdf>

Per- and Polyflouroalkyl Substances (PFAS) Sampling:

The State Water Board issued *Order WQ 2020-0015-DWQ for the Determination of the Presence of Per- and Polyfluoroalkyl Substances at Publicly Owned Treatment Works (Order)* on July 9, 2020. PFAS sampling will be conducted quarterly per the Order issued. A copy of the 4th Quarter sampling that was submitted to the State Water Board is available online at

<https://www.mckinleyvillecsd.com/files/fce206be9/PFAS+4th+quarter+Monitoring+Report.pdf>

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.

<http://mckinleyvillecsd.com/document-library/20%20Year%20Facilities%20Plan>

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	Equipment and site maintenance
Jordan Johnson	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 29**

Monthly Monitoring Report (Permit exceedances highlighted in yellow)

EXHIBIT E: Tabular Data **PG 42**

Influent and Effluent Testing Daily, Monthly and Annual Averages

EXHIBIT F: Tabular and Graphical Data **PG 55**

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 61**

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 64**

Well Monitoring Data
Discharge Data RSW-001, RSW-002 and EFF-001

EXHIBIT I: Tabular Graphical Data **PG 66**

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 71**

Monthly Total Electric, Cl₂, SO₂, Rain Gage and Water Use Data

EXHIBIT K: Tabular Data **PG 72**

Monthly Process Data Results

EXHIBIT L: Sludge Disposal and Handling Requirements **PG 85**

EXHIBIT M: Summary of Irrigation Compliance Report **PG 86**

Nitrogen Loading lbs/acre
Daily Irrigation Inspection Form

EXHIBIT N: Instrument Calibration Logs **PG 91**

EXHIBIT O: Source Control **PG 168**

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

McKinleyville Community Services District

BOARD OF DIRECTORS

March 3, 2021

TYPE OF ITEM: **ACTION (Consent)**

ITEM: D.8 **Adoption of Resolution 2021-09 Adopting COVID-19 Policies and Procedures for McKinleyville Community Services District**

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

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

Recommendation:

Staff recommends that the Board review the provided material and adopt Resolution 2021-09 adopting COVID-19 Policies and Procedures for McKinleyville Community Service District

Discussion:

Since March 2020, the country has been engulfed in the COVID-19 Pandemic. From the beginning of this pandemic, MCSD has been committed to the health and safety of its employees and those they serve. Internal guidelines have governed how MCSD best provides for a safe and healthy workplace for all staff during this time.

As MCSD, and most of the nation, was unprepared for this pandemic to last longer than a few months, a formal policy was not created. California Occupational Safety and Health Agency (Cal/OSHA) has passed a new temporary standard that requires employers to:

- *Establish, implement, and maintain an effective written COVID-19 Prevention Program that includes:*
 - *Identifying and evaluating employee exposures to COVID-19 health hazards.*
 - *Implementing effective policies and procedures to correct unsafe and unhealthy conditions (such as safe physical distancing, modifying the workplace and staggering work schedules).*
 - *Providing and ensuring workers wear face coverings to prevent exposure in the workplace.*
- *Provide effective training and instruction to employees on how COVID-19 is spread, infection prevention techniques, and information regarding COVID-19-related benefits that affected employees may be entitled to under applicable federal, state, or local laws.*

MCSD staff has created a formal policy and procedures that comply with the Cal/OSHA requirements from the internal guidelines created throughout the past

year. This Policy is included as **Appendix A** to **Attachment 1**, Resolution 2021-09 that formally adopts these policies and procedures.

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 No. 2021-09 with Appendix A: COVID 19 Policies and Procedures

RESOLUTION 2021 – 09

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT ADOPTING COVID-19 POLICIES AND PROCEDURES

WHEREAS, the novel coronavirus (COVID-19) pandemic has required urgent, coordinated and forward-looking response by all levels of government, the private sector, community organizations, and residents; and

WHEREAS, the McKinleyville Community Services District has adopted Resolution No. 2020-05 on April 1, 2020 declaring an emergency due to the COVID-19 pandemic; and

WHEREAS, in accordance with guidelines from the Center for Disease Control (CDC) and other federal and state agencies, MCSD has created internal guidelines for the health and safety of its employees and the community it serves; and

WHEREAS, MCSD desires to formalize these COVID-19 policies and procedures.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the McKinleyville Community Services District does hereby approve the COVID-19 Policies and Procedures attached as Appendix A.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on March 3, 2021 by the following polled vote:

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

Dennis Mayo, Board President

Attest:

April Sousa, CMC, Board Secretary

COVID-19 Prevention Program



Initial Date of Completion: 02/05/2021

Originally Prepared By: MCSD Staff

McKinleyville Community Services District

1656 Sutter Rd.

McKinleyville, CA 95519

COVID-19 Prevention Program

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Definitions

“COVID-19” means coronavirus disease, an infectious disease caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).

“COVID-19 case” Means a person who:

- Has a positive COVID-19 test as defined in this section.
- Is subject to a COVID-19-related order to isolate issued by a local or state health official; or
- Has died due to COVID-19, in the determination of a local health department or per inclusion in the COVID-19 statistics of a county.

A person is no longer a **“COVID-19 case”** in this section when a licensed health care professional determines that the person does not have COVID-19, in accordance with recommendations made by the California Department of Public Health (CDPH) or the local health department pursuant to authority granted under the Health and Safety Code or Title 17, California Code of Regulations to CDPH or the local health department.

“COVID-19 exposure” means being within six feet of a COVID-19 case for a cumulative total of 15 minutes or greater in any 24-hour period within or overlapping with the “high-risk exposure period” defined by this section. This definition applies regardless of the use of face coverings.

“COVID-19 hazard” means exposure to potentially infectious material that may contain SARS-CoV-2, the virus that causes COVID-19. Potentially infectious materials include airborne droplets, small particle aerosols, and airborne droplet nuclei, which most commonly result from a person or persons exhaling, talking or vocalizing, coughing, sneezing, or procedures performed on persons which may aerosolize saliva or respiratory tract fluids, among other things. This also includes objects or surfaces that may be contaminated with SARS-CoV-2.

“COVID-19 symptoms” means fever of 100.4 degrees Fahrenheit or higher, chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea, unless a licensed health care professional determines the person's symptoms were caused by a known condition other than COVID-19.

“COVID-19 test” means a viral test for SARS-CoV-2 that is:

- Approved by the United States Food and Drug Administration (FDA) or has an Emergency Use Authorization from the FDA to diagnose current infection with the SARS-CoV-2 virus; and
- Administered in accordance with the FDA approval or the FDA Emergency Use Authorization as applicable.

“Exposed workplace” means any work location, working area, or common area at work used or accessed by a COVID-19 case during the high-risk period, including bathrooms, walkways, hallways, aisles, break or eating areas, and waiting areas. The exposed workplace does not include buildings or facilities not entered by a COVID-19 case.

- Effective January 1, 2021, the “exposed workplace” also includes but is not limited to the “worksite” of the COVID-19 case as defined by Labor Code section 6409.6(d)(5).

“**Face covering**” means a tightly woven fabric or non-woven material with no visible holes or openings, which covers the nose and mouth.

“**High-risk exposure period**” means the following time period:

- For persons who develop COVID-19 symptoms: from two days before they first develop symptoms until 10 days after symptoms first appeared, and 24 hours have passed with no fever, without the use of fever-reducing medications, and symptoms have improved; or
- For persons who test positive who never develop COVID-19 symptoms: from two days before until ten days after the specimen for their first positive test for COVID-19 was collected.

I. Scope and Application

This McKinleyville Community Services District's (MCSD) COVID-19 Prevention Program (CPP) is designed to control exposure to the SARS-CoV-2 Virus that may occur within the workplace. This program applies to all MCSD employees at all District facilities including, stations, buildings, parks, job sites, and in district vehicles, with the following exceptions:

- Places of employment with one employee who does not have contact with other persons.
- Employees working from home.

The goal is to limit the transmission of COVID-19 in the District's workplace and community. This Program follows guidance developed by the Center for Disease Control and Prevention (CDC) and the Humboldt County Department of Public Health and complies with the Cal/OSHA Title 8 3205 regulations.

II. Authority and Responsibility

The McKinleyville Community Services District General Manager has overall authority and responsibility for implementing the provisions of this CPP in the workplace. In addition, all managers and supervisors are responsible for implementing and maintaining the CPP in their departments and for ensuring employees receive answers to questions about the program in a language they understand.

All employees are responsible for using safe work practices, following all directives, policies and procedures, and assisting in maintaining a safe work environment.

III. System for Communication

MCSD will provide two-way communication with employees, in a form they can readily understand, and includes the following information.

- Employees shall report to their supervisor, without fear of reprisal, COVID-19 symptoms, possible COVID-19 exposures, and possible COVID-19 hazards at the workplace.
- MCSD shall accommodate employees with medical or other conditions that put them at increased risk of severe COVID-19 illness in accordance with the MCSD COVID-19 Prevention Policy Manual (Exhibit A).
- In the event MCSD is required to provide testing because of a workplace exposure or outbreak, the manager or supervisor will communicate the plan or procedures for providing testing and inform affected employees of the reason for the testing and the possible consequences of a positive test.

- Information about COVID-19 hazards is communicated through Friday safety meetings, Teams messages, and within the MCSD COVID-19 Preparation and Prevention Policy Manual.

IV. Identification and Evaluation of COVID-19 Hazards

All persons, regardless of symptoms or negative COVID-19 test results, will be considered potentially infectious. Particular attention will be paid to areas where people may congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not. For example: meeting rooms, entrances, bathrooms, hallways, aisles, walkways, break or eating areas, cool-down areas, vehicles, and waiting areas.

A. Employee Participation

Managers, supervisors, employees and authorized employee representatives are encouraged to participate in the identification and evaluation of COVID-19 hazards by way of verbal communication via Teams, through the COVID-19 Inspection Form, or during weekly safety meetings.

B. Employee Screening

All employees are required to use the provided equipment to measure their temperature once each day upon entering the building. Staff will follow prescribed MCSD procedures and guidelines from the CDC regarding temperature screening.

Anyone with a temperature greater than 100.4 degrees Fahrenheit should leave the building immediately, inform their supervisor of their fever, begin quarantining at home and contact their health care provider to seek testing.

C. Identification of COVID-19 Hazards

Evaluation of potential workplace exposure will be to all persons at the workplace or who may enter the workplace, including coworkers, employees of other entities, members of the public, customers or clients, and independent contractors. Staff will consider how employees and other persons enter, leave, and travel through the workplace, in addition to addressing fixed work locations.

MCSD has conducted workplace-specific evaluations using the OSHA provided Identification of COVID-19 Hazards form (Table 1.). In assessing potential hazards, MCSD considered if and when their workers may be in close contact (within 6 feet) with someone who could have the virus and be able to spread it without knowing it. The extent of community spread, if any, is a key consideration in this hazard assessment. The assessment also determines if workers could be exposed to environments (e.g. work sites) or materials (e.g. wastewater) contaminated with the virus.

Table 1. COVID-19 Hazards Identification Form

Interaction, area, activity, work task, process, equipment, and material that potentially exposes employees to COVID-19 hazards	Places and Times	Potential for COVID-19 exposures and employees affected, including members of the public and employees of other employers	Existing and/or additional COVID-19 prevention controls, including barriers, partitions, and ventilation
Interacting with customers and the public, taking payments, etc.	Front Office, Parks Office, Operations Field Office during normal business hours 9-5	Medium Exposure Risk	<ul style="list-style-type: none"> • Plexi-glass barrier between customers and staff • One customer allowed in at a time with masks. • Masks and social distancing are enforced. • Daily sanitation and cleaning
Front Office Work Area <ul style="list-style-type: none"> • Hallways • Breakroom • Conference Room 	During normal operating hours 9-5	Low Exposure Risk	<ul style="list-style-type: none"> • Masks and Social Distancing are required when you cannot maintain 6 feet apart. • Daily sanitation and cleaning
Field Office Work Area	During normal operating hours 9-5	Low Exposure Risk	<ul style="list-style-type: none"> • Masks and Social Distancing are required when you cannot maintain 6 feet apart. • Daily sanitation and cleaning

Truck and Maintenance Shops	During normal operating hours 9-5	Low Exposure Risk	<ul style="list-style-type: none"> • Masks and Social Distancing are required when you cannot maintain 6 feet apart.
Wastewater Management Facility	During normal operating hours 9-5	Low Exposure Risk	<ul style="list-style-type: none"> • Masks and Social Distancing are required when you cannot maintain 6 feet apart. • Daily sanitation and cleaning
Employees Riding in Vehicles Together	During normal operating hours 9-5	Low Exposure Risk	<ul style="list-style-type: none"> • Masks are required when riding in vehicles with other people where 6 feet distances cannot be maintained.
Stations and Job Sites	During normal operating hours 9-5	Low Exposure Risk	<ul style="list-style-type: none"> • Masks and Social Distancing are required when you cannot maintain 6 feet apart.
Shared equipment and tools	During normal operating hours 9-5	Low Exposure Risk	<ul style="list-style-type: none"> • Shared tools and equipment are cleaned and sanitized after each use

V. Control of COVID-19 Hazards

A. Physical Distancing

All employees shall be separated from other persons by at least six feet, except where six feet of separation is not possible, and except for momentary exposure while persons are in movement. Methods of physical distancing include, working from home, reducing the number of persons in an area at one time, including visitors, and separating the crew into teams. When it is not possible to maintain six feet apart individuals should be as far apart as possible.

B. Face Coverings

MCSO provides employees with face coverings and ensure they are worn by employees over the nose and mouth when indoors, when outdoors and less than six feet away from another person, and where required by orders from the CDC or Humboldt County Department of Public Health.

Employers shall ensure face coverings are clean and undamaged. Face shields are not a replacement for face coverings, although they may be worn together for additional protection. The following are exceptions to the face coverings requirement:

- When an employee is alone in a room.
- While eating and drinking in the workplace, provided employees are at least six feet apart.
- Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person.
- Specific tasks which cannot feasibly be performed with a face covering. This exception is limited to the time period in which such tasks are actually being performed, and the unmasked employee shall be at least six feet away from all other persons unless unmasked employees are tested at least twice weekly for COVID-19.

C. Hand Sanitizing

- Wash hands for at least 20 seconds with soap and hot water after restroom use, when entering buildings, and after touching shared surfaces. Use hand sanitizer if soap and water are not available.

D. Engineering Controls

MCSO has implemented the following measures for situations where employees cannot maintain at least six feet between individuals.

- Plexi glass barrier between staff and customers at the service window.
- Replacement of air conditioning and heater filters regularly.

E. Cleaning and Disinfecting

MCSD has implemented the following cleaning and disinfecting measures for frequently touched surfaces such as doorknobs, light switches, keyboards, mouse, equipment, tools, handrails, handles, bathroom surfaces and steering wheels.

- Office spaces are disinfected twice daily with approved disinfectant. All common surfaces are sprayed or wiped down and documented on the sanitation schedule.
- If tools and equipment must be shared, employees are required to disinfect the tools and or equipment between uses and after the job is finished.
- If an employee drives a vehicle other than their own, the employee will disinfect the steering wheel and touched surfaces after use.

F. Personal Protective Equipment PPE

Personal protective equipment such as gloves, goggles, masks, face shields, respirators, and hand sanitizer are provided by MCSD to all employees. PPE must not be shared.

VI. Investigating and Responding to COVID-19 Cases

MCSD shall investigate all COVID-19 cases in the workplace to verify COVID-19 case status, receive information regarding COVID-19 test results and onset of COVID-19 symptoms, and identifying and recording COVID-19 cases.

A. You should stay home if experiencing any of the following:

- If you are experiencing any symptoms of COVID-19.
- If a family member or someone in the household is experiencing COVID-19 symptoms.

B. You should be tested for COVID-19 for the following reasons:

- You have been in close contact with someone who has tested positive. The CDC says that “close contact” is anyone who you have been within 6 feet of for a total of 15 minutes or more, with or without a mask. This could also mean having direct contact with the person (touching) or an object they recently touched.
- A relative you live with has just tested positive.
- You feel any of the basic symptoms of COVID-19

C. If an Employee is Sick or Exposed

- Employees who appear to have symptoms upon arrival at work or who become sick during the day should be immediately separated from other employees, customers, and visitors, and sent home.
- If an employee is suspected or is confirmed to have COVID-19, and has been in the workplace, wait 24 hours (to minimize exposure to other employees) then open all

window to allow for ventilation and clean and disinfect all work areas and surfaces. If the suspected or confirmed exposure occurs in the front office, where employees interact with the public, the office will be shut down to the public until all front office employees have been tested and confirmed negative, and in accordance with the Humboldt County Department of Public Health.

- MCSD will inform employees of their possible COVID-19 exposure with someone with confirmed or suspected SARS-CoV-2 infection in the workplace but maintain confidentiality.

VII. Inspections and Correction of COVID-19 Hazards

MCSD shall conduct monthly and periodic inspections to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure MCSD's policies and procedures are effective and in compliance. MCSD shall evaluate and inspect existing COVID-19 prevention controls at the workplace and the need for modifying controls.

Unsafe or unhealthy work conditions, practices or procedures will be documented on the COVID-19 Inspections Form (Appendix A) and corrected in a timely manner based on the severity of the hazards.

All hazards documented on the inspection form shall be reviewed by the Safety Officer in consultation with the General Manger. The Safety Officer is responsible for the assessment, correction, and follow up of all hazards in a timely manner.

VIII. Training and Instruction

MCSD will provide effective training and instruction for all employees that includes:

- The District's COVID-19 policies and procedures to protect employee from COVID-19.
- Information regarding COVID-19 related benefits to which the employee may be entitled under applicable federal, state, or local laws.
- The fact that:
 - COVID-19 is an infectious disease that can be spread through the air.
 - COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth.
 - An infectious person may have no symptoms.
- Methods of physical distancing of at least six feet and the importance of combining physical distancing with the wearing of face covers.

- The fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing must be combined with other controls, including face coverings, and hand hygiene to be effective.
- The importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizers do not work if the hands are soiled.
- Proper use of face coverings and the fact that face coverings are not respiratory protective equipment – face coverings are intended to primarily protect other individuals from the wearer of the face coverings.
- COVID-19 symptoms, the importance of obtaining a COVID-19 test and not coming to work if the employee has COVID-19 symptoms.

IX. Reporting, Recordkeeping, and Access

MCSD will keep records of and report the following:

- Report information about COVID-19 cases at the workplace to the local health department whenever required by law and provide any related information requested by the local health department.
- Report immediate to Cal/OSHA, any COVID-19-related serious illnesses or death, as defined under section 330(h), of an employee occurring in a place of employment or in connection with any employment.
- Maintain records of the steps taken to implement the written COVID-19 Prevention Program in accordance with section 3203(b).
- Make the District's written COVID-19 Prevention Program available at the workplace to employees, authorized employee representatives, and to representatives of Cal/OSHA immediately upon request.
- Maintain records of and track all COVID-19 cases. This information will be available to employees, employee representatives, or as otherwise required by law, with personal identifying information removed.

X. Return-to-Work Criteria

In cases where employees:

- 1. Tests Positive for COVID-19, with symptoms** – Stay home and quarantine for 10 days + 3 days symptom free. If you are still feeling sick after 10 days, you must stay home until you are 3 full days symptom free. If you feel better on day 9, you still need to wait 10 days, and then an additional 3-days symptom free. A negative test is then **NOT** required to return to work.

2. **Tests Positive for COVID-19, asymptomatic** – This is assuming you were tested because you were exposed to someone who tested positive for COVID. After you receive your positive test results, stay home for a total of 14 days past the date of your test. A negative test is then **NOT** required to return to work.
3. **Tests Negative for COVID-19, with symptoms** – if you still have similar symptoms, you are still sick. Please stay home and take care of yourself and do not return until you have been symptom free for 24 hours.
4. **Tests negative for COVID-19, no symptoms** –This assumes you are getting tested because you want to see if you are positive, not because you have been exposed to someone who tested positive. If you do this and come back negative, you may come back to work any time.

Appendix A
COVID-19 Inspection Form

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
MONTHLY COVID-19 CONTROLS INSPECTION FORM

DATE:	
<u>FRONT/PARKS OFFICE</u>	
CUSTOMER BARRIER IN PLACE:	SANITATION SUPPLIES STOCKED:
AIR FILTERS CONDITION:	SIGNS AND ARROWS FOR CUSTOMER DIRECTION:
SURFACE CLEANING AND DISINFECTION CONDUCTED DAILY:	
HAND WASHING FACILITIES ADEQUATE W/ HOT WATER AND SOAP:	
MASKS AND PHYSICAL DISTANCING SIGNS IN PLACE:	
<u>FIELD OFFICE</u>	
SANITATION SUPPLIES STOCKED:	AIR FILTERS CONDITION:
SURFACE CLEANING AND DISINFECTION CONDUCTED DAILY:	
HAND WASHING FACILITIES ADEQUATE W/ HOT WATER AND SOAP:	
MASKS AND PHYSICAL DISTANCING SIGNS IN PLACE:	
<u>WASTEWATER MANAGEMENT FACILITY</u>	
SANITATION SUPPLIES STOCKED:	AIR FILTERS CONDITION:
SURFACE CLEANING AND DISINFECTION CONDUCTED DAILY:	
HAND WASHING FACILITIES ADEQUATE W/ HOT WATER AND SOAP:	
MASKS BEING WORN AND PHYSICAL DISTANCING IN PLACE:	
REMARKS:	
SIGNATURE:	

McKinleyville Community Services District

BOARD OF DIRECTORS

March 3, 2021

TYPE OF ITEM: **ACTION**

ITEM: D.9 **Approve Resolution 2021-07 Approving the Revisions of the Board Policy Manual Appendix A Referring to the McKinleyville Municipal Advisory Committee Board Appointment**

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

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

Recommendation:

Staff recommends that the Board review the Draft Update of the Board Policy Manual, ask questions, take public comment, and adopt Resolution 2021-07 (**Attachment 1**) to approve the revisions of Appendix A of the Board Policy manual referring to the McKinleyville Municipal Advisory Committee Board Appointment (**Attachment 2**).

Discussion:

At the February 3, 2021 Board meeting, Director Binder discovered a discrepancy between the MMAC bylaws and the MCSD Board Policy Manual regarding the appointment of Board Directors to the MMAC. The MMAC bylaws state that appointed directors need to be approved by the full MCSD Board.

Board Directors Orsini (primary) and Binder (secondary) were reaffirmed as MCSD appointed Directors to the MMAC Board at the February 3, 2021 Board meeting by a unanimous vote of all Directors. Resolution 2021-07 (**Attachment 1**) revises the MCSD Board Policy Manual to be consistent with the MMAC bylaws.

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 2021-07
- Attachment 2 – Board Policy Manual Appendix A (pgs. 24 & 25) with Tracked Changes

RESOLUTION 2021-07

A RESOLUTION OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS APPROVING THE REVISION OF THE BOARD POLICY MANUAL APPENDIX A REFERRING TO THE MCKINLEYVILLE MUNICIPAL ADVISORY COMMITTEE BOARD APPOINTMENT

WHEREAS, the Board Policy Manual defines appointments of Board Directors to standing and ad-hoc committees which pertains to the McKinleyville service area; and

WHEREAS, one such committee for Board Director appointment is as a voting member of the McKinleyville Municipal Advisory Committee (MMAC); and

WHEREAS, the MMAC has specific criteria for how an MCSD Board Director may be appointed to the MMAC Board; and

WHEREAS, this criterion requires a vote of all Board Directors in order to appoint a Director to the MMAC Board; and

WHEREAS, the Board Policy Manual is in need of revision to reflect the criteria requirements of the MMAC Board Member appointment.

NOW, THEREFORE, BE IT RESOLVED that the McKinleyville Community Services District Board of Directors has reviewed and approved the following changes to the Board Policy Manual found under Appendix A: McKinleyville Municipal Advisory Committee:

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 Planning Commission and 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.

A secondary 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.

The MMAC is comprised of seven 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. The MCSD Board will appoint, by majority vote, a Director to serve as a member for the MMAC serving a 4-year term. The 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 Azalea Conference Center, 2275 Central Ave, McKinleyville.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on March 3, 2021 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Dennis Mayo, Board President

Attest:

April Sousa, CMC, Board Secretary

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 insure 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 insure 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
- Report annually to the full Board and the public on how it satisfied its duties and met its responsibilities

The Audit 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 Planning Commission and Board of Supervisors on local community issues.

The MMAC is tasked with gathering input from the community and ~~commenting-providing~~ advice on matters ~~of concern~~ 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 including but not limited to ~~public works, health, safety, welfare and public financing.~~ 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.

A secondary responsibility of ~~The~~ 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~~ General Plan 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.

The MMAC is comprised of seven ~~appointees-voting members~~ who reside, own ~~property~~ or property, or conduct a business in the greater McKinleyville area. ~~Five~~ Six of the MMAC committee members are appointed by the County Board of Supervisors and ~~two are~~ representatives one is a representative of MCSD. The MCSD Board ~~President~~ will appoint, by majority vote, a Director to serve as a member for the ~~MMAC~~ MMAC annually serving a 4-year term. and the The General Manager also serves as a voting member of the MMAC. ~~on the committee as well.~~ 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 Azalea Conference Center, 2275 Central Ave, McKinleyville.

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.

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McKinleyville Community Services District

BOARD OF DIRECTORS

March 3, 2021

TYPE OF ITEM: **ACTION**

ITEM: D.10 **Consider Approval of Hiller Sports Complex Facility Use Agreement Contracts 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 2021 Facility Use Agreement Contracts 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 2021. 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 2021 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.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

In December 2019, the MCSD Board set a fee schedule for HSC of \$15.00 per hour for all youth sports organizations. That 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 3rd day of March 2021, 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. "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 Recreation Director.

3.2 Facility Use Requests

ORGANIZATION is responsible to submit a District Facility Use Reservation Form to the Recreation Director. The 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 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 16 through October 31, 2020.

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 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 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 16 through October 31, 2020

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:	\$35.00/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 2021.

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

Dennis Mayo, President of the Board of Directors

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

McKINLEYVILLE LITTLE LEAGUE

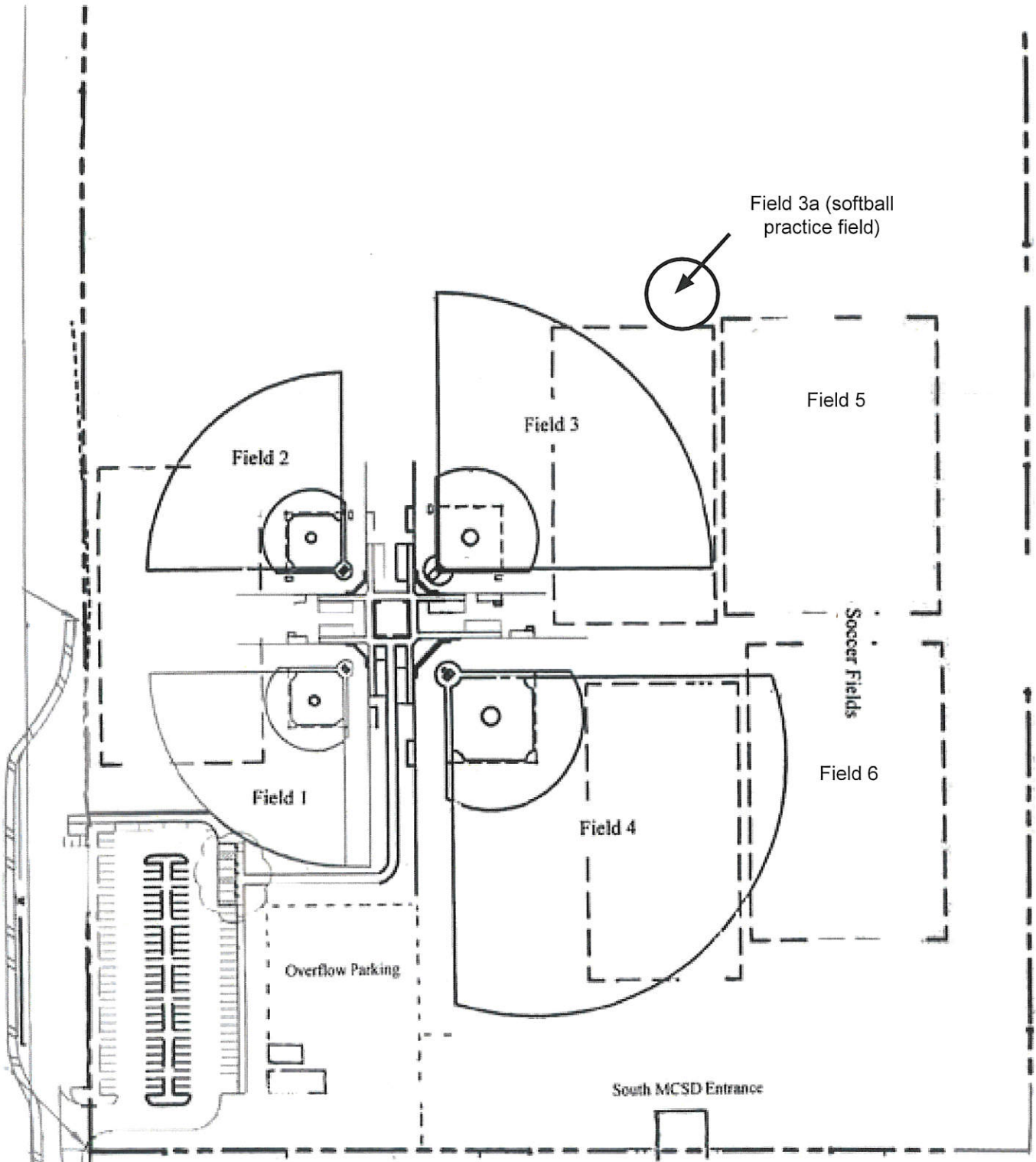
President of McKinleyville Little League

The Facility Use AGREEMENT Checklist

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

Item:	Attachment #:	Completed:	Date:
Completed District Facility Use Reservation Form	Attachment 1		
Complete Schedule of Maintenance Schedule	Attachment 2		
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 MCSD 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	\$37.00/hour
Private Citizen/Business	\$52.50/hour

AZALEA HALL-ENTIRE FACILITY

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

AZALEA HALL-HEWITT ROOM

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

AZALEA HALL-MEETING ROOM

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

AZALEA HALL-KITCHEN

All Users	\$18.50/hour
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LIBRARY CONFERENCE ROOM

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

TEEN CENTER-ENTIRE FACILITY

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

TEEN CENTER-MULTI PURPOSE ROOM

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

TEEN CENTER-MUSIC ROOM

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

TEEN CENTER-KITCHEN

All Users	\$36.50/hour
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PARKS

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

SPECIAL EVENT SERVICES

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

Events with more than 200 persons	\$152.00
<u>Event Cleanup</u>	
Events with less than 100 persons	\$152.00
Events with 101-200 persons	\$182.00
Events with more than 200 persons	\$223.00

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

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 Recreation Advisory 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 Recreation Advisory 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 Recreation Advisory Committee. Recommendations for appointment shall be made by the Recreation Advisory 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.

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 Recreation Advisory 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>	\$30/hour per field
<u>Baseball Field Use</u>	\$30/hour per field
<u>Baseball Field Use (Youth groups)</u>	\$15/hour per field
<u>Softball Field Use</u>	\$30/hour per field
<u>Softball Field Use (Youth groups)</u>	\$15/hour per field

Baseball/Softball Tournament Use

50% 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>	\$35/hour per field
<u>Field Preparation- Turf Areas</u>	\$35/hour per field
<u>Concession Stand Use- Regular weekdays</u>	\$10/day
<u>Concession Stand Use- Regular weekends</u>	\$25/day
<u>Concession Stand Use- Tournaments</u>	\$25/day
<u>Insurance (if provided by District)</u>	Variable
<u>Facility Usage Deposit</u>	Variable

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: _____

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT HILLER SPORTS COMPLEX RESERVATION FORM

Responsible Individual/Organization Information

Name of Sponsoring Organization: _____ Non-Profit I.D. #: _____

Deposit Refunded To: _____
NAME ADDRESS CITY PHONE

Responsible Individual: _____
NAME ADDRESS CITY PHONE

Requested Facility Use Date(s)*:

03/04/2021-07/02/2021

**On-going usage requires an attached schedule and a Facility Use Agreement Contract.*

Day(s) of the Week: Monday-Friday 4:30pm-7:00pm Saturday 10am-4:00 pm

Sunday Monday Tuesday Wednesday Thursday Friday Saturday

Please check (✓) and complete those areas applicable to your event:

Field(s) Requested	Facility Requested
Field 1 (baseball, soccer)	Concession Stand
Field 2 (baseball, soccer)	Event Hours (use separate sheet of paper if necessary)
Field 3 (softball)	Set-up Time: from 4:30pm to 5:00 pm
Field 3B (softball)	Event Time: from 5:00 pm to 7:00 pm
Field 3 (soccer)	Clean-up Time: from to
Field 4 (Babe Ruth)	Event Services Requested
Field 4 (soccer)	Field Preparation (Use Request for Field Preparation Form)
Field 5 (north regulation soccer field)	Clean-up Services
Field 6 (south regulation soccer field)	Insurance (if purchased through the District)

Event Information

Do you intend to provide outside insurance coverage within the limits prescribed by MCSD? **Yes** No

Alcoholic Beverages Served? **Yes** **No**

Alcoholic Beverages Sold? **Yes** **No** If yes, an ABC License is required

Admission charged for the Event? **Yes** **No**

Food Served? **Yes** **No**

Food Sold? **Yes** **No** If yes, a Department of Health permit is required

Contributions Solicited: **Yes** **No**

** Handicap accommodations must be requested at the time facility reservations are made.*

** There shall be no discrimination against or segregation of any persons in connection with the use of public facilities.*

** Event fees are due and payable 30 working days prior to the event date. Fees paid with less than 30 days must be paid in full by cash, credit card or money order. Checks will not be accepted less than 30 days prior to your event. Rental fees are fully refundable up to 30 days prior to the scheduled event. Cancellations less than 30 days prior to the event will result in \$20 administrative fee being deducted from the deposit.*

** District reserves the right to cancel events for failure to meet fee deadlines and event requirements.*

The undersigned, responsible individual, acting as representative of the organization entering into this agreement, certifies that the above information is correct, agrees to pay the required fees 30 working days prior to the event and meet all event requirements at least 5 working days prior to the scheduled event, agrees to obtain adequate insurance coverage for the event, including coverage from outside vendors, agrees to obey the rules and regulations as provided, and assumes full personal and financial responsibility for any damages sustained to the buildings, grounds, furniture, or equipment, and for the acts and conduct of all persons on premises at the time of the event.

The undersigned, responsible individual, and organization designated above jointly and severally agree to hold McKinleyville Community Services District, its employees, agents, volunteers, and any other person, firm or corporation charged or chargeable with responsibility or liability, free and harmless from any and all claims, demands, damages, costs, expenses, loss of service, action and causes of action by any person or persons, for injuries to persons or loss or damages to property occasioned by or arising out of the use of the facilities, equipment and premises of the MCSD.

Signature: Rachel Hicks Date: _____

**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 4 through October 31, 2021).
2. DISTRICT agrees to provide monetary credit at the rate of \$15.00 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 \$35.00 to \$52.50 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

Dennis Mayo, President of the Board of Directors

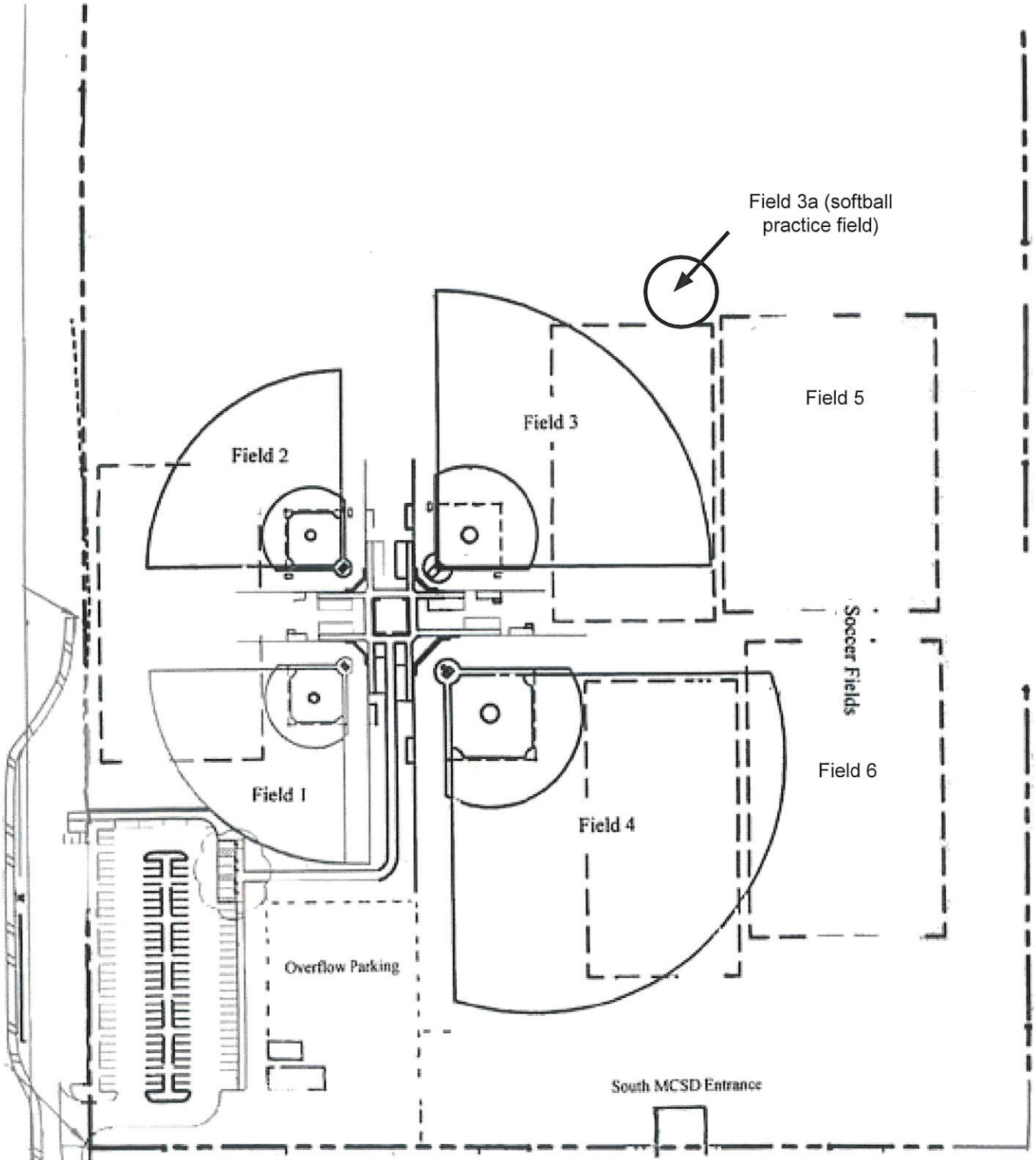
ATTEST: _____

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 3rd day of March 2021, 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. "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. "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 Recreation Director.
- 3.2 Facility Use Requests
ORGANIZATION is responsible to submit a District Facility Use Reservation Form to the Recreation Director. The 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 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 13 through June 30, 2021.

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 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 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, restocking 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:	\$35.00/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:	\$81.00/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 18th day of July 2020

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

Dennis Mayo, President of the Board of Directors

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

Mad River Girls Fastpitch Softball Association

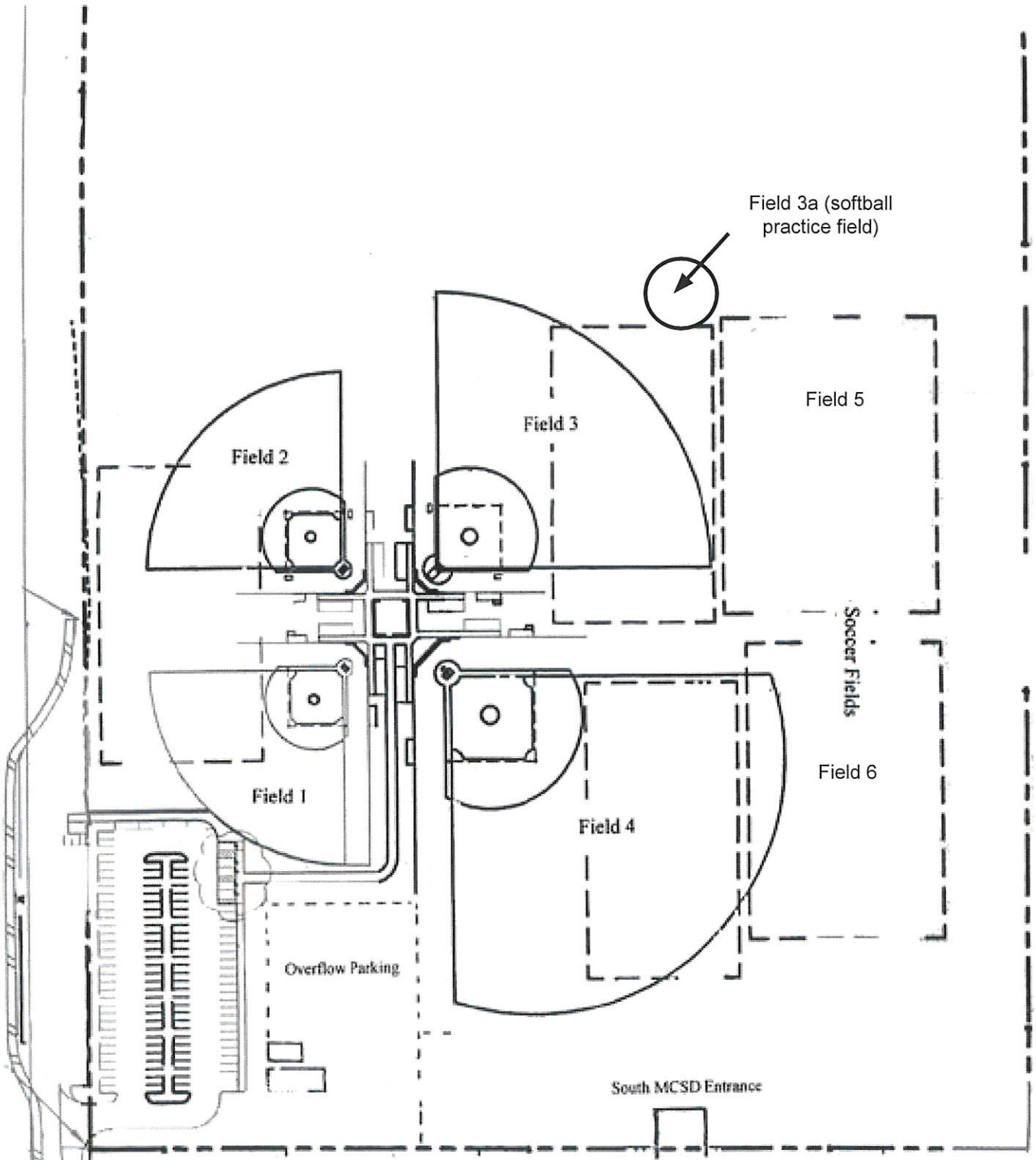
President of Mad River Girls Fastpitch Softball Association

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 MCSD 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	\$37.00/hour
Private Citizen/Business	\$52.50/hour

AZALEA HALL-ENTIRE FACILITY

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

AZALEA HALL-HEWITT ROOM

Non-Profit Groups/Vendors \$50.50/hour

Private Citizen/Business \$62.75/hour

All Day Rate \$525.00

Half Day Rate \$318.00

AZALEA HALL-MEETING ROOM

Non-Profit Groups/Vendors \$18.50/hour

Private Citizen/Business \$24.75/hour

AZALEA HALL-KITCHEN

All Users \$18.50/hour

LIBRARY CONFERENCE ROOM

Non-Profit Groups/Vendors \$27.50/hour

Private Citizen/Business \$30.50/hour

TEEN CENTER-ENTIRE FACILITY

Non-Profit/Vendors \$70.00hour

Private Citizen/Business \$87.00/hour

All Day (12 hr) Rate \$915.00

Half Day (6 hr) Rate \$475.00

TEEN CENTER-MULTI PURPOSE ROOM

Non-Profit/Vendors \$40.50/hour

Private Citizen Business \$48.75/hour

TEEN CENTER-MUSIC ROOM

Non-Profit/Vendors \$25.75/hour

Private Citizen Business \$32.75/hour

All Day (8 hr) Rate *weekends only \$212.00

TEEN CENTER-KITCHEN

All Users \$36.50/hour

PARKS

Gazebo Picnic Area \$55.75/4 hrs

Picnic Pavilion \$109.50/4 hrs

Special Event \$166.00/day

*Commercial Events \$268.00/day

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

SPECIAL EVENT SERVICES

Event Staff \$18.75/hour

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

Event Cleanup

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

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

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 Recreation Advisory 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 Recreation Advisory 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 Recreation Advisory Committee. Recommendations for appointment shall be made by the Recreation Advisory 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 Recreation Advisory 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>	\$30/hour per field
<u>Baseball Field Use</u>	\$30/hour per field
<u>Baseball Field Use (Youth groups)</u>	\$15/hour per field
<u>Softball Field Use</u>	\$30/hour per field
<u>Softball Field Use (Youth groups)</u>	\$15/hour per field

Baseball/Softball Tournament Use

50% 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>	\$35/hour per field
<u>Field Preparation- Turf Areas</u>	\$35/hour per field
<u>Concession Stand Use- Regular weekdays</u>	\$10/day
<u>Concession Stand Use- Regular weekends</u>	\$25/day
<u>Concession Stand Use- Tournaments</u>	\$25/day
<u>Insurance (if provided by District)</u>	Variable
<u>Facility Usage Deposit</u>	Variable

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 Fastpitch Softball Association (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: _____

McKinleyville Community Services District

BOARD OF DIRECTORS

March 3, 2021

TYPE OF ITEM: **ACTION**

ITEM: E.1 **Consider and Adopt Resolution 2021-05 Recognizing, Honoring and Commending Chris Reed for Ten (10) Years of Service**

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

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends that the Board of Directors participate in the presentation, air questions, take public comment and adopt of Resolution 2021-05 honoring Chris Reed for ten (10) years of service at the McKinleyville Community Services District.

Discussion:

Attached for the Board of Directors' review is Resolution 2021-05 recognizing, honoring, and commending Chris Reed for ten (10) years of service. Please join us in presenting Chris Reed with a Resolution and longevity award acknowledging his continuing outstanding contributions to the McKinleyville Community Services District.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Resolution 2021-05

RESOLUTION 2021-05

A RESOLUTION RECOGNIZING, HONORING, AND COMMENDING CHRIS REED FOR SERVING MCKINLEYVILLE COMMUNITY SERVICES DISTRICT FOR TEN (10) CONTINUOUS YEARS

WHEREAS, Chris Reed, having faithfully served ten (10) years as an employee of the McKinleyville Community Services District (MCSD) from 2011 to 2021; and

WHEREAS, throughout his years of service, Chris has demonstrated unwavering loyalty and dedication; and

WHEREAS, Chris lends his talents, experience, and leadership to the development and service of the District having served in a variety of positions, such as Meter Reader, Reclamation Disposal and Treatment Plant Maintenance; and

WHEREAS, Chris has assisted in new service installations, leak repairs, paving, station maintenance and training new seasonal employees; and

WHEREAS, Chris has assisted in several programs such as the annual Fire Hydrant Inspection and Exercise, Valve Inspection and Exercise and Manhole Inspections; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of McKinleyville Community Services District hereby confers upon Chris Reed its highest commendation for the dedicated service he has performed for the District and the community and, further marks his historic accomplishment as a McKinleyville Community Services District's employee for ten (10) years.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on the 3rd day of March 2021 by the following polled vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Dennis Mayo, Board President

Attest:

April Sousa, CMC, Board Secretary

McKinleyville Community Services District

BOARD OF DIRECTORS

March 3, 2021

TYPE OF ITEM: **ACTION**

ITEM: E.2 **Consider Adoption of Resolution 2021-06 Adopting the Relevant Portions of the Humboldt County Operational Area Hazard Mitigation Plan**

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

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends that the Board review the information provided, discuss, take public comment, and adopt Resolution 2021-06 (**Attachment 1**) adopting the relevant sections of the Humboldt County Operational Area Hazard Mitigation Plan.

Discussion:

In 2006, a coalition of Humboldt County cities and special services districts embarked on a planning process to prepare for and lessen the impacts of natural hazards to the local communities. Responding to federal mandates in the Disaster Mitigation Act of 2000 (Public Law 106-390), a coalition was formed to pool resources and create a uniform hazard mitigation strategy that can be applied to the planning area (Humboldt County) and used to ensure eligibility for specified grant funding sources. The partnering agencies covered the unincorporated County, the Cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell and Trinidad, and 23 special-purpose districts within the County. This coalition developed the first regionwide Humboldt County Operations Area Hazard Mitigation Plan (Plan). That Plan was used to leverage Hazard Mitigation Grant (HMG) funding for several regional mitigation project, including the District's emergency generator replacement project, the 4.5MG Water Reservoir Project and the Highway 101 Sewer Crossing Project.

This Hazard Mitigation Plan needs to be updated and readopted every five years. The original plan has been updated regularly, and the latest plan is a comprehensive update of the 2014 Humboldt Operational Area Hazard Mitigation Plan. FEMA approved the 2014 plan on March 20, 2014, and it expired on March 20, 2019. This update reestablishes FEMA hazard mitigation grant assistance eligibility for participating planning partners. All but one of the original planning partners have participated in the update and four new planning partners were added. The plan is divided into two volumes. The first volume covers the entire planning area and outlines the regional wide hazards as well as the overall mitigation goals and objectives. The Plans goals are to 1) Protect Health & Safety, 2) Protect Property, 3) Protect the Economy, 4) Protect Quality of Life, 5)

Protect Environment, and 6) Promote Partnerships in Planning. The Table of Contents (TOC) for Volume 1 has been included as **Attachment 2** to this Agenda item. The entirety of Volume 1 of the Plan can be found here:

https://humboldt.gov.org/DocumentCenter/View/82770/HumboldtCountyHMP_Vol_1_Final_2020-01-28

Volume 2 of the Plan contains the jurisdictional annexes for each of the Planning Partners, including MCSD's, which is contained in Chapter 12 of Volume II. The introduction of the Volume 2 as well as the District's Annex is included as **Attachment 3** of the Staff Report and the entirety of Volume 2 can be found here:

https://humboldt.gov.org/DocumentCenter/View/82771/HumboldtCountyHMP_Vol_2_Final_2020-01-17

Once the hazard mitigation plan is adopted by the jurisdictional partners and approved by FEMA, the partnership will collectively and individually become eligible to apply for hazard mitigation project funding from both the Pre-Disaster Mitigation Grant Program (PDM) and the Hazard Mitigation Grant Program (HMGP). Conversely, not adopting the updated Plan puts the District's current Hazard Mitigation Grants in jeopardy and would make the District ineligible to apply for the current and future rounds of HMGs.

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 2021-06
- Attachment 2 – Cover and Table of Contents of Volume 1 of the Humboldt County Operational Area Hazard Mitigation Plan 2019
- Attachment 3 – Cover, Table of Contents and Chapter 12, the MCSD Annex of Volume 2 of the Humboldt County Operational Area Hazard Mitigation Plan 2019

RESOLUTION 2021 – 06

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT AUTHORIZING THE ADOPTION OF THE HUMBOLDT COUNTY OPERATIONAL AREA HAZARDS MITIGATION PLAN 2019

WHEREAS, all of Humboldt County has exposure to natural hazards that increase the risk to life, property, environment and the County’s economy; and

WHEREAS; proactive mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established requirements for pre and post disaster hazard mitigation programs; and

WHEREAS; a coalition of Humboldt County, Cities and Special Purpose Districts with like planning objectives has been formed to pool resources and create consistent mitigation strategies within the Humboldt Operational Area; and

WHEREAS, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy;

NOW, THEREFORE, BE IT RESOLVED that the McKinleyville Community Services District

- 1) Adopts in its entirety, Volume I and the relevant portions of Volume II including the McKinleyville CSD jurisdictional annex of the Humboldt Operational Area Hazard Mitigation Plan (HMP).
- 2) Will use the adopted and approved portions of the HMP to guide pre- and post-disaster mitigation of the hazards identified.
- 3) Will coordinate the strategies identified in the HMP with other planning programs and mechanisms under its jurisdictional authority.
- 4) Will continue its support of the Steering Committee and continue to participate in the Coalition Partnership as described by the HMP.
- 5) Will help to promote and support the mitigation successes of all HMP Coalition Partners.

PASSED AND ADOPTED on March 3, 2021 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Attest:

Dennis Mayo, Board President

April Sousa, CMC, Board Secretary



Final Pending Adoption

HUMBOLDT COUNTY OPERATIONAL AREA HAZARD MITIGATION PLAN 2019

VOLUME 1: AREA-WIDE ELEMENTS

January 2020



TETRA TECH

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EXECUTIVE SUMMARY

HAZARD MITIGATION OVERVIEW

Hazard mitigation is the use of long-term and short-term policies, programs, projects, and other activities to alleviate the death, injury, and property damage that can result from a disaster. Humboldt County and a partnership of local governments within the operational area have developed a hazard mitigation plan to reduce risks from natural disasters in the Humboldt County Operational Area—defined as the unincorporated county, incorporated cities, and special purpose districts planning partners authorized to govern, develop, or regulate. The plan complies with federal and state hazard mitigation planning requirements to establish eligibility for funding under Federal Emergency Management Agency (FEMA) grant programs for all planning partners.

UPDATING THE HUMBOLDT COUNTY PLAN

This plan is a comprehensive update of the *2014 Humboldt Operational Area Hazard Mitigation Plan*, which covered the unincorporated county, the Cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell and Trinidad, and 23 special-purpose districts within the county. FEMA approved the 2014 plan on March 20, 2014, and it expired on March 20, 2019. This update reestablishes FEMA hazard mitigation grant assistance eligibility for participating planning partners. All but one of the original planning partners have participated in the update and four new planning partners were added, as listed in Table ES-1.

PLAN DEVELOPMENT APPROACH

Organization

A core planning team consisting of a contract consultant and Humboldt County staff was assembled to facilitate this plan update. A planning partnership was formed by engaging eligible local governments within the Operational Area and making sure they understood their expectations for compliance under the updated plan. A steering committee was assembled to oversee the plan update, consisting of both governmental and non-governmental stakeholders within the Operational Area. Coordination with other county, state, and federal agencies involved in hazard mitigation occurred throughout the plan update process. Organization efforts included a review of the *2014 Humboldt Operational Area Hazard Mitigation Plan*, the California statewide hazard mitigation plan, and existing programs that may support hazard mitigation actions.

Public Outreach

The planning team implemented a multi-media public involvement strategy utilizing the outreach capabilities of the planning partnership that was approved by the Steering Committee. The strategy included public meetings, a hazard mitigation survey, an information booth at the Veteran's day parade, a project website, the use of social media and multiple media releases.

Table ES-1. Planning Partners

Jurisdiction	Point of Contact	Title
Humboldt County	Dorie Lanni	Emergency Services Manager
City of Arcata	Mike Clinton	Environmental Services Deputy Director
City of Blue Lake	Amanda Mager	City Manager
City of Eureka	Brian Gerving	Public Works Director
City of Ferndale	Jay Parrish	City Manager
City of Fortuna	Kevin Carter	Public Works Deputy Director
City of Rio Dell	Kyle Knopp	City Manager
City of Trinidad	Bryan Buckman	Public Works Director
Fieldbrook Glendale Community Services District	Richard Hanger	General Manager
Humboldt Community Services District	David Hull	General Manager
Manila Community Services District	Christopher Drop	General Manager
McKinleyville Community Services District	Gregory Orsini	General Manager
Redway Community Services District	Terrence Williams	General Manager
Westhaven Community Services District	Paul Rosenblatt	General Manager
Willow Creek Community Services District	Susan O’Gorman	General Manager
Arcata Fire District	Justin McDonald	Fire Chief
Fortuna Fire Protection District	Rus Brown	Division Chief
Humboldt Bay Fire District	William M. Reynolds	Deputy Chief
Samoa Peninsula Fire Protection District	Dale Unea	Fire Chief
Humboldt Bay Municipal Water District	John Friedenbach	General Manager
Humboldt Bay Harbor, Recreation, and Conservation District	Larry Oetker	General Manager
Shelter Cove Resort Improvement District	Justin Robbins	General Manager
Southern Humboldt Community Healthcare District	Guy Vitello	Engineering Manager

Plan Document Development

The planning team and Steering Committee assembled a document to meet federal hazard mitigation planning requirements for all partners. The updated plan contains two volumes. Volume 1 contains components that apply to all partners and the broader Operational Area. Volume 2 contains all components that are jurisdiction-specific. Each planning partner has a dedicated annex in Volume 2.

Adoption

Once pre-adoption approval has been granted by the California Office of Emergency Services and FEMA Region IX, the final adoption phase will begin. Each planning partner will individually adopt the updated plan.

RISK ASSESSMENT

Risk assessment is the process of measuring the potential loss of life resulting from natural hazards, as well as personal injury, economic injury and property damage, in order to determine the vulnerability of people, buildings, and infrastructure to natural hazards. For this update, risk assessment models were enhanced with new data and technologies that have become available since 2010. The Steering Committee used the risk assessment to rank risk and to gauge the potential impacts of each hazard of concern in the Operational Area. The risk assessment included the following:

- Hazard identification and profiling
- Assessment of the impact of hazards on physical, social, and economic assets

- Identification of particular areas of vulnerability
- Estimates of the cost of potential damage.

Based on the risk assessment, hazards were ranked for the risk they pose to the overall Operational Area, as shown in Table ES-2. Each planning partner also ranked hazards for its own area. Table ES-3 summarizes the categories of high, medium and low (relative to other rankings) based on the numerical ratings that each jurisdiction assigned each hazard.

Hazard Ranking	Hazard Event	Category ^a
1	Earthquake	High
2	Wildfire	High
3	Severe weather	High
4	Landslide	Medium
4	Sea Level Rise	Medium
5	Flooding	Medium
5	Tsunami	Medium
6	Drought	Low
7	Dam Failure	Low

a. Scores of 30 or greater are rated as “high,” scores of 15 to 29 are “medium,” and scores of less than 15 are “low”

	Number of Jurisdictions Assigning Ranking to Hazard			
	High	Medium	Low	Not Ranked
Dam Failure	0	6	10	7
Drought	3	1	17	2
Earthquake	23	0	0	0
Flooding	4	12	7	0
Landslide	13	7	1	2
Sea Level Rise	3	7	2	11
Severe Weather	21	2	0	0
Tsunami	1	9	5	8
Wildfire	10	10	3	0

The results indicate the following general patterns:

- Almost all planning partner ranked earthquake as high and more than half ranked wildfire as high.
- The flooding and severe weather hazards were most commonly ranked as medium.
- The drought hazard was most commonly ranked as low.
- Exposure and vulnerability to the hazards differ significantly among the planning partners.

MITIGATION GOALS AND OBJECTIVES

The Steering Committee reviewed and made minor updates to the guiding principle, goals, and objectives from the *2014 Humboldt Operational Area Hazard Mitigation Plan*. The following guiding principle guided the Steering Committee and planning partners in selecting actions contained in this plan update:

Through partnerships and careful planning, identify and reduce the vulnerability to hazards in order to protect the health, safety, quality of life, environment, and economy of the communities within the Humboldt Operational Area.

Goals

The Steering Committee and planning partners established the following goals for the plan update:

1. Protect Health and Safety
2. Protect Property
3. Protect the Economy
4. Protect Quality of Life
5. Protect Environment
6. Promote Partnerships in Planning

The effectiveness of a mitigation strategy is assessed by determining how well these goals are achieved.

Objectives

Each selected objective meets multiple goals, serving as a stand-alone measurement of the effectiveness of a mitigation action, rather than as a subset of a goal. The objectives also are used to help establish priorities. The objectives are as follows:

1. Minimize disruption of local government operations caused by hazards.
2. Increase resilience of (or protect and maintain) infrastructure and critical facilities.
3. Reduce hazard-related risks and vulnerability of the populations in Humboldt County.
4. Sustain reliable local emergency operations and facilities during and after a disaster.
5. Enhance emergency response capabilities and participation within the planning area.
6. Enhance understanding of hazards and the risk they pose through public education that emphasizes awareness, preparation, mitigation, response and recovery alternatives.
7. Continually improve understanding of the location and potential impacts of hazards that impact the planning area utilizing the best available data and science as it becomes available, and share this information with all stakeholders.
8. Establish a partnership among all levels of government and the business community to improve and implement methods to protect property.
9. Develop and implement hazard mitigation strategies that reduce losses to wildlife habitat and protect water supply and quality, while also reducing damage to development.
10. Integrate hazard identification information and mitigation policies into other planning-based processes that direct or impact land uses in the planning area.
11. Enhance building codes and their proper implementations so that new construction can withstand the impacts of hazards and lessen the impact of that development on the environment's ability to absorb the impact of hazards.
12. Seek to integrate and coordinate all phases of emergency management within the planning area.

MITIGATION ACTION PLAN

The planning partners selected mitigation actions to work toward achieving the goals set forth in this plan update. Mitigation actions presented in this update are activities designed to reduce or eliminate losses resulting from natural hazards. The update process resulted in the identification of 309 mitigation actions for implementation by individual planning partners, as presented in Volume 2 of this plan. In addition, the Steering Committee and planning partners identified countywide actions benefiting the whole partnership, as listed in Table ES-4.

IMPLEMENTATION

The Steering Committee developed a plan implementation and maintenance strategy that includes grant monitoring and coordination, a strategy for continued public involvement, a commitment to plan integration with other relevant plans and programs, and a recommitment from the planning partnership to actively monitoring and evaluating the plan over the five-year performance period.

Full implementation of the recommendations of this plan will require time and resources. The measure of the plan’s success will be its ability to adapt to changing conditions. Humboldt County and its planning partners will assume responsibility for adopting the recommendations of this plan and committing resources toward implementation. The framework established by this plan commits all planning partners to pursue actions when the benefits of a project exceed its costs. The planning partnership developed this plan with extensive public input, and public support of the actions identified in this plan will help ensure the plan’s success.

Table ES-4. Area-Wide Hazard Mitigation Actions

Action Number and Description	Implementation Priority
CW-1 —Continue to participate in the planning partnership and, to the extent possible based on available resources, provide coordination and technical assistance in applications for grant funding that include assistance in cost vs. benefit analysis.	High
CW-2 —Encourage the development and implementation of an operational area-wide hazard mitigation public-information strategy that meets the needs of all planning partners.	High
CW-3 —Coordinate updates to land use and building regulations as they pertain to reducing the impacts of natural hazards, to seek a regulatory cohesiveness within the planning area. This can be accomplished via a commitment from all planning partners to involve each other in their adoption processes, by seeking input and comment during the course of regulatory updates or general planning.	High
CW-4 —Sponsor and maintain a natural hazards informational website to include the following types of information: <ul style="list-style-type: none"> • Hazard-specific information such as GIS layers, private property mitigation alternatives, important facts on risk and vulnerability • Pre- and post-disaster information such as notices of grant funding availability • Links to Planning Partners’ pages, FEMA, Red Cross, NOAA, USGS and the National Weather Service. • Hazard mitigation plan information such as progress reports, mitigation success stories, update strategies, Steering Committee meetings. 	Medium
CW-5 —Maintain the Hazard Mitigation Plan Steering Committee as a viable body over time to monitor progress of the plan, provide technical assistance to Planning Partners and oversee the update of the plan according to schedule. This body will continue to operate under the ground rules established at its inception.	High
CW-6 —Amend or enhance the Humboldt County Operational Area Hazard Mitigation Plan as well as the general Plans for each municipality as needed to comply with state or federal mandates (i.e., CA. Assembly Bill # 2140) as guidance for compliance with these programs become available.	High
CW-7 —Work with the Humboldt County Assessor to begin the capture of general building stock information such as area, date of construction and foundation type, to better support future risk assessments.	Medium



Final Pending Adoption

HUMBOLDT COUNTY OPERATIONAL AREA HAZARD MITIGATION PLAN 2019

VOLUME 2: PLANNING PARTNER ANNEXES

January 2020



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Appendices

- Appendix A. Planning Partner Expectations
- Appendix B. Procedures for Linking to Hazard Mitigation Plan
- Appendix C. Annex Instructions and Templates

INTRODUCTION

BACKGROUND

The Federal Emergency Management Agency (FEMA) encourages multi-jurisdictional planning for hazard mitigation. All participating jurisdictions must meet the requirements of Chapter 44 of the Code of Federal Regulations (44 CFR):

“Multi-jurisdictional plans (e.g. watershed plans) may be accepted, as appropriate, as long as each jurisdiction has participated in the process and has officially adopted the plan.” (Section 201.6(a)(4)).

For the Humboldt County Operational Area Hazard Mitigation Plan 2019, a planning partnership was formed to leverage resources and to meet requirements of the federal Disaster Mitigation Act for as many eligible local governments as possible. The Disaster Mitigation Act defines a local government as follows:

“Any county, municipality, city, town, township, public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; any Indian tribe or authorized tribal organization, or Alaska Native village or organization; and any rural community, unincorporated town or village, or other public entity.”

In addition, federally recognized tribes may participate in local/tribal multi-jurisdictional plans as long as the requirements of Section 201.7 of 44 CFR are met for tribal components of the plan.

Two types of planning partners participated in this process for the Humboldt County Operational Area Hazard Mitigation Plan 2019, with distinct needs and capabilities:

- Incorporated municipalities
- Special districts

Each participating planning partner prepared a jurisdiction-specific annex to this plan. These annexes, as well as information on the process by which they were created, are contained in this volume.

THE PLANNING PARTNERSHIP

Initial Solicitation and Letters of Intent

The planning team solicited the participation of all eligible municipalities and special districts at the outset of this project. A kickoff meeting was held on August 30, 2018, to identify potential stakeholders and planning partners for this process. The purpose of the meeting was to introduce the planning process to jurisdictions in the County that could have a stake in the outcome of the planning effort. All eligible local governments in the planning area, including tribal communities,—30 total including prior and potential planning partners—were invited to attend. The goals of the meeting were as follows:

- Provide an overview of the Disaster Mitigation Act.
- Review the 2014 Humboldt County Hazard Mitigation Plan and planning partnership
- Outline the work plan for this hazard mitigation plan.
- Describe the benefits of multi-jurisdictional planning.
- Outline planning partner expectations.
- Solicit planning partners.
- Solicit volunteers/recommendations for the steering committee.

Local governments wishing to join the planning effort were asked to provide the planning team with a “letter of intent to participate” that agreed to the planning partner expectations (see Appendix A) and designated a point of contact for their jurisdiction. In all, the planning team received formal commitment from 22 planning partners in addition to the County. A map showing the location of participating partners is provided at the end of this introduction. Additional maps are provided in the individual annexes for municipalities showing risk assessment results for each of those entities. The County’s annex includes the risk assessment maps for all planning areas defined for this plan.

Planning Partner Expectations

The planning team developed the following list of planning partner expectations, which were provided and discussed at the kickoff meeting (see Appendix A for details):

- Complete a “letter of intent to participate.”
- Designate a lead point of contact for this effort.
- Support and participate in the selection and function of the Steering Committee.
- Provide support required to implement the public involvement strategy.
- Participate in the process through opportunities such as:
 - Steering Committee meetings
 - Public meetings or open houses
 - Workshops and planning partner specific training sessions
 - Public review and comment periods prior to adoption.
- Attend the mandatory jurisdictional annex workshop.
- Complete the jurisdictional annex.
- Perform a “consistency review” of all technical studies, plans and ordinances specific to hazards.
- Review the risk assessment and identify hazards and vulnerabilities specific to the jurisdiction.
- Review and determine if the mitigation recommendations chosen in Volume 1 will meet the needs of the jurisdiction.
- Create an action plan that identifies each project, who will oversee the task, how it will be financed, and when it is estimated to occur.
- Formally adopt the hazard mitigation plan.

By adopting this plan, each planning partner also agrees to the plan implementation and maintenance protocol established in Volume 1. Failure to meet these criteria may result in a partner being dropped from the partnership by the Steering Committee, and thus losing eligibility under the scope of this plan.

Linkage Procedures

Eligible local jurisdictions that did not participate in development of this multi-jurisdictional plan may comply with Disaster Mitigation Act requirements by linking to this plan following procedures outlined in Appendix B.

ANNEX-PREPARATION PROCESS

Templates

Templates were created to help the planning partners prepare their jurisdiction-specific annexes. Separate templates were created for the two types of jurisdictions participating in this plan. The templates were created so that all criteria of Section 201.6 of 44 CFR for local governments would be met based on the partners' capabilities and mode of operation. Separate templates were available for partners updating a previous hazard mitigation plan and those developing a first-time hazard mitigation plan. These templates were deployed in three phases during the course of this plan update process. These phases are described as follows:

- **Phase 1**—Profile, Trends, Previous Plan Status, and Information Sources
 - Deployed: Late September 2018
 - Due: October 26, 2018
- **Phase 2**—Capability Assessment and Information Sources
 - Deployed: Early November 2018
 - Due: December 14, 2018
- **Phase 3**—Risk Ranking, Action Plan, and Information Sources
 - Phase 3 Jurisdictional Annex Workshop: Mid-March 2019
 - Due: April 19, 2019

The templates were set up to lead all partner through steps to generate Disaster Mitigation Act-required elements specific to their jurisdictions. The templates and their instructions are included in Appendix C of this volume.

Tool Kit

Each planning partner was provided with a tool kit to assist in completing the annex template and developing an action plan. The tool kits contained the following:

- The 2014 Humboldt County Hazard Mitigation Plan Annexes
- A catalog of mitigation best practices and adaptive capacity
- The guiding principle, goals and objectives developed for the update to the plan
- A list of jurisdiction-specific issues noted during the risk assessment
- Information on the FEMA Hazard Mitigation Assistance grant program
- Information on past hazard events that have impacted the planning area
- County-wide and jurisdiction-specific maps for hazards of concern
- Special district boundary maps showing the sphere of influence for each special purpose district partner
- The risk assessment results developed for this plan
- Information on climate change and expected impacts in the planning area
- Jurisdiction-specific annex templates, with instructions for completing them
- FEMA guidance on plan integration
- The results of a public survey conducted as part of the public involvement strategy
- A copy of the presentation that was given at the workshop sessions.

Workshop

All partners were required to participate in a technical assistance workshop, where key elements of the template were discussed and the templates were subsequently completed by a designated point of contact for each partner and a member of the planning team. The workshop, held during the March 21, 2019 and attended by at least one representative from each planning partner, addressed the following topics:

- The templates and the tool kit
- Natural events history
- Jurisdiction-specific issues
- Risk ranking
- Status of prior actions
- Developing your action plan
- Cost/benefit review
- Prioritization protocol
- Next steps.

MITIGATION ACTION PLAN DEVELOPMENT

Risk Ranking

In the risk-ranking exercise, each planning partner was asked to review the ranked risk specifically for its jurisdiction, based on the impact on its population and/or facilities. Municipalities based this ranking on probability of occurrence and the potential impact on people, property and the economy. Special purpose districts based this ranking on probability of occurrence and the potential impact on their constituency, their vital facilities, and the facilities' functionality after an event. The methodology followed that used for the countywide risk ranking presented in Volume 1. The objectives of this exercise were to familiarize the partnership with how to use the risk assessment as a tool to support other planning and hazard mitigation processes and to help prioritize types of mitigation actions that should be considered. Hazards that were ranked as “high” and “medium” for each jurisdiction as a result of this exercise were considered to be priorities for identifying mitigation actions, although jurisdictions also identified actions to mitigate “low” ranked hazards, as appropriate.

Information Reviewed to Develop Action Plan

The tool kits were used during the workshops and in follow-up work conducted by the planning partners. A large portion of the workshop focused on how the tool kit should be used to develop the mitigation action plan. Planning partners were specifically asked to review the following to assist in the identification of actions:

- The Jurisdiction’s Capability Assessment—Reviewed to identify capabilities that the jurisdiction does not currently have but should consider pursuing or capabilities that should be revisited and updated to include best available information; also reviewed to determine how existing capabilities can be leveraged to increase or improve hazard mitigation in the jurisdiction.
- The Jurisdiction’s National Flood Insurance Program Compliance Table—Reviewed to identify opportunities to increase floodplain management capabilities.
- The Jurisdiction’s Review of Its Adaptive Capacity for Climate Change—Reviewed to identify ways to leverage or continue to improve existing capacities and to improve understanding of other capacities.
- The Jurisdiction’s Identified Opportunities for Future Integration—Reviewed to identify specific integration actions to be included in the mitigation strategy.
- Jurisdiction-Specific Vulnerabilities—Reviewed to identify actions that will help reduce known vulnerabilities.
- The Mitigation Best Practices Catalog—Reviewed to identify actions that the jurisdiction should consider including in its action plan.
- Public Input—Reviewed to identify potential actions and community priorities.

Prioritization

44 CFR requires actions identified in the action plan to be prioritized (Section 201.6(c)(3)(iii)). The planning team and steering committee developed a methodology for prioritizing the action plans that meets the needs of the partnership and the requirements of 44 CFR. All identified actions were prioritized in two categories—implementation and grant pursuit—as defined by the following criteria:

- Implementation priority
 - High Priority—An action that meets multiple objectives, has benefits that exceed costs, and has a secured source of funding. Action can be completed in the short term (1 to 5 years).
 - Medium Priority—An action that meets multiple objectives, has benefits that exceed costs, and is eligible for funding though no funding has yet been secured for it. Action can be completed in the short term (1 to 5 years), once funding is secured. Medium-priority actions become high-priority actions once funding is secured.
 - Low Priority—An action that will mitigate the risk of a hazard, has benefits that do not exceed the costs or are difficult to quantify, has no secured source of funding, and is not eligible for any known grant funding. Action can be completed in the long term (1 to 10 years). Low-priority actions are generally “wish-list” actions. They may be eligible for grant funding from programs that have not yet been identified.

- Grant pursuit priority
 - High Priority—An action that meets identified grant eligibility requirements, has high benefits, and is listed as high or medium implementation priority; local funding options are unavailable or available local funds could be used instead for actions that are not eligible for grant funding.
 - Medium Priority—An action that meets identified grant eligibility requirements, has medium or low benefits, and is listed as medium or low implementation priority; local funding options are unavailable.
 - Low Priority—An action that has not been identified as meeting any grant eligibility requirements.

These priority definitions are dynamic and can change from one category to another based on changes to a parameter such as availability of funding. For example, a project might be assigned a medium priority because of the uncertainty of a funding source, but be changed to high priority once a funding source has been identified. The 2014 plan used the same method of prioritization for implementation priority as was used in this plan update. The grant pursuit priority is a newly added prioritization schedule. The prioritization schedule for this plan will be reviewed and updated as needed annually through the plan maintenance strategy.

Benefit/Cost Review

44 CFR requires the prioritization of the action plan to emphasize a benefit/cost analysis of the proposed actions. Because some actions may not be implemented for up to 10 years, benefit/cost analysis was qualitative and not of the detail required by FEMA for project grant eligibility under the Hazard Mitigation Assistance (HMA) grant program. A review of the apparent benefits versus the apparent cost of each project was performed. Parameters were established for assigning subjective ratings (high, medium, and low) to benefits and costs as follows:

- Benefit ratings:
 - High—The action will have an immediate impact on the reduction of risk exposure to life and property.
 - Medium—The action will have a long-term impact on the reduction of risk exposure to life and property or will provide an immediate reduction in the risk exposure to property.

- Low—Long-term benefits of the action are difficult to quantify in the short-term.
- Cost ratings:
 - High—Existing funding levels are not adequate to cover the costs of the proposed action; implementation would require an increase in revenue through an alternative source (for example, bonds, grants, and fee increases).
 - Medium—The action could be implemented with existing funding but would require a re-apportionment of the budget or a budget amendment, or the cost of the action would have to be spread over multiple years.
 - Low—The action could be funded under the existing budget. The action is part of or can be part of an existing, ongoing program.

Using this approach, projects with positive benefit versus cost ratios (such as high over high, high over medium, medium over low, etc.) are considered cost-beneficial and are prioritized accordingly.

For many of the strategies identified in this action plan, funding might be sought under FEMA’s HMA program. This program requires detailed benefit/cost analysis as part of the application process. These analyses will be performed on projects at the time of application preparation. The FEMA benefit-cost model will be used to perform this review. For projects not seeking financial assistance from grant programs that require this sort of analysis, the Partners reserve the right to define “benefits” according to parameters that meet their needs and the goals and objectives of this plan.

Analysis of Mitigation Actions

All planning partners reviewed their recommended actions to classify each action based on the hazard it addresses and the type of mitigation it involves. Mitigation types used for this categorization are as follows:

- Prevention—Government, administrative or regulatory actions that influence the way land and buildings are developed to reduce hazard losses. Includes planning and zoning, floodplain laws, capital improvement programs, open space preservation, and stormwater management regulations.
- Property Protection—Modification of buildings or structures to protect them from a hazard or removal of structures from a hazard area. Includes acquisition, elevation, relocation, structural retrofit, storm shutters, and shatter-resistant glass.
- Public Education and Awareness—Actions to inform citizens and elected officials about hazards and ways to mitigate them. Includes outreach projects, real estate disclosure, hazard information centers, and school-age and adult education.
- Natural Resource Protection—Actions that minimize hazard loss and preserve or restore the functions of natural systems. Includes sediment and erosion control, stream corridor restoration, watershed management, forest and vegetation management, and wetland restoration and preservation.
- Emergency Services—Actions that protect people and property during and immediately after a hazard event. Includes warning systems, emergency response services, and the protection of essential facilities.
- Structural Projects—Actions that involve the construction of structures to reduce the impact of a hazard. Includes dams, setback levees, floodwalls, retaining walls, and safe rooms.
- Climate Resilient—Actions that incorporate methods to mitigate and/or adapt to the impacts of climate change. Includes aquifer storage and recovery activities, incorporating future-conditions projections in project design or planning, or actions that specifically address jurisdiction-specific climate change risks, such as sea level rise or urban heat island effect.
- Community Capacity Building—Actions that increase or enhance local capabilities to adjust to potential damage, to take advantage of opportunities, or to respond to consequences. Includes staff training, memorandums of understanding, development of plans and studies, and monitoring programs.

These categories include categories identified in the Community Rating System (CRS) 2017 CRS Coordinators Manual (OMB No. 1660-0022, Figure 510-4). The CRS categories expand on the four categories in FEMA’s 2013 Local Mitigation Handbook. They provide a more comprehensive range of options, thus increasing integration opportunities.

In addition to the CRS categories, two other categories were included in the analysis. The climate resilient category was added to facilitate the incorporation of climate adaptation planning into hazard mitigation plans in accordance with California Senate Bill 379 (see Section 4 in Volume 1 of this plan). Community capacity building was added to clearly identify opportunities for expanding on existing capabilities.

COMPATIBILITY WITH PREVIOUS APPROVED PLANS

All of the planning partners who completed their participation in this plan were previously covered under the 2014 Humboldt County Hazard Mitigation Plan, which has expired. Table 1 lists all the initial and final partners and the role this multi-jurisdictional plan will participate in achieving compliance.

FINAL COVERAGE UNDER THE PLAN

All planning partners that submitted letters of intent to participate fully met the participation requirements for this update. Table 1 lists the jurisdictions that submitted letters of intent and their ultimate status in this plan.

Table 1. Prior Plan and Planning Partner Status

	Covered by 2014 Plan?	Prior Plan Adoption Date	Provided Letter of Intent ?	Attended Workshop?	Completed Template?	Will Be Covered by 2019 Hazard Mitigation Plan?
Humboldt County	Yes	12/10/2013	N/A ^a	Yes	Yes	Yes
City of Arcata	Yes	1/15/2014	Yes	Yes	Yes	Yes
City of Blue Lake	Yes	1/28/2014	Yes	Yes	Yes	Yes
City of Eureka	Yes	1/7/2014	Yes	Yes	Yes	Yes
City of Ferndale	Yes	12/5/2013	Yes	Yes	Yes	Yes
City of Fortuna	Yes	12/16/2013	Yes	Yes	Yes	Yes
City of Rio Dell	Yes	12/3/2013	Yes	Yes	Yes	Yes
City of Trinidad	Yes	12/11/2013	Yes	Yes	Yes	Yes
Humboldt Community Services District	Yes	12/10/2013	Yes	Yes	Yes	Yes
Manila Community Service District	Yes	5/15/2014	Yes	Yes	Yes	Yes
McKinleyville Community Service District	Yes	1/8/2014	Yes	Yes	Yes	Yes
Orick Community Service District	Yes	6/11/2014	Yes	No	No	No
Redway Community Service District	Yes	12/18/2013	Yes	Yes	Yes	Yes
Weott Community Service District	Yes	3/25/2014	Yes	No	No	No
Westhaven Community Service District	Yes	1/15/2014	Yes	Yes	Yes	Yes
Willow Creek Community Service District	Yes	7/24/2014	Yes	Yes	Yes	Yes
Arcata Fire Protection District	Yes	12/19/2013	Yes	No ^b	Yes	Yes
Briceland Fire Protection District	Yes	5/14/2014	No	No	No	No
Fortuna Fire Protection District	Yes	1/13/2014	Yes	Yes	Yes	Yes
Humboldt Fire Protection District No. 1	Yes	1/16/2014	Yes	Yes	Yes	Yes
Loleta Fire Protection District	Yes	4/8/2014	Yes	No	No	No
Petolia Fire Protection District	Yes	4/25/2014	No	No	No	No
Rio Dell Fire Protection District	Yes	1/9/2014	No	No	No	No
Samoa Peninsula Fire Protection District	Yes	12/17/2013	Yes	Yes	Yes	Yes
Willow Creek Fire Protection District	Yes	4/10/2014	Yes	Yes	Yes	Yes
Garberville Sanitary District	Yes	12/16/2013	No	No	No	No
Humboldt Bay Harbor, Recreation & Conservation District	Yes	1/9/2014	Yes	Yes	Yes	Yes
Humboldt Bay Municipal Water District	Yes	12/13/2013	Yes	Yes	Yes	Yes
Reclamation District #768	Yes	6/25/2014	No	No	No	No
Shelter Cover Resort Improvement District	Yes	11/21/2013	Yes	Yes	Yes	Yes
Southern Humboldt Community Healthcare District	Yes	12/30/2013	Yes	Yes	Yes	Yes

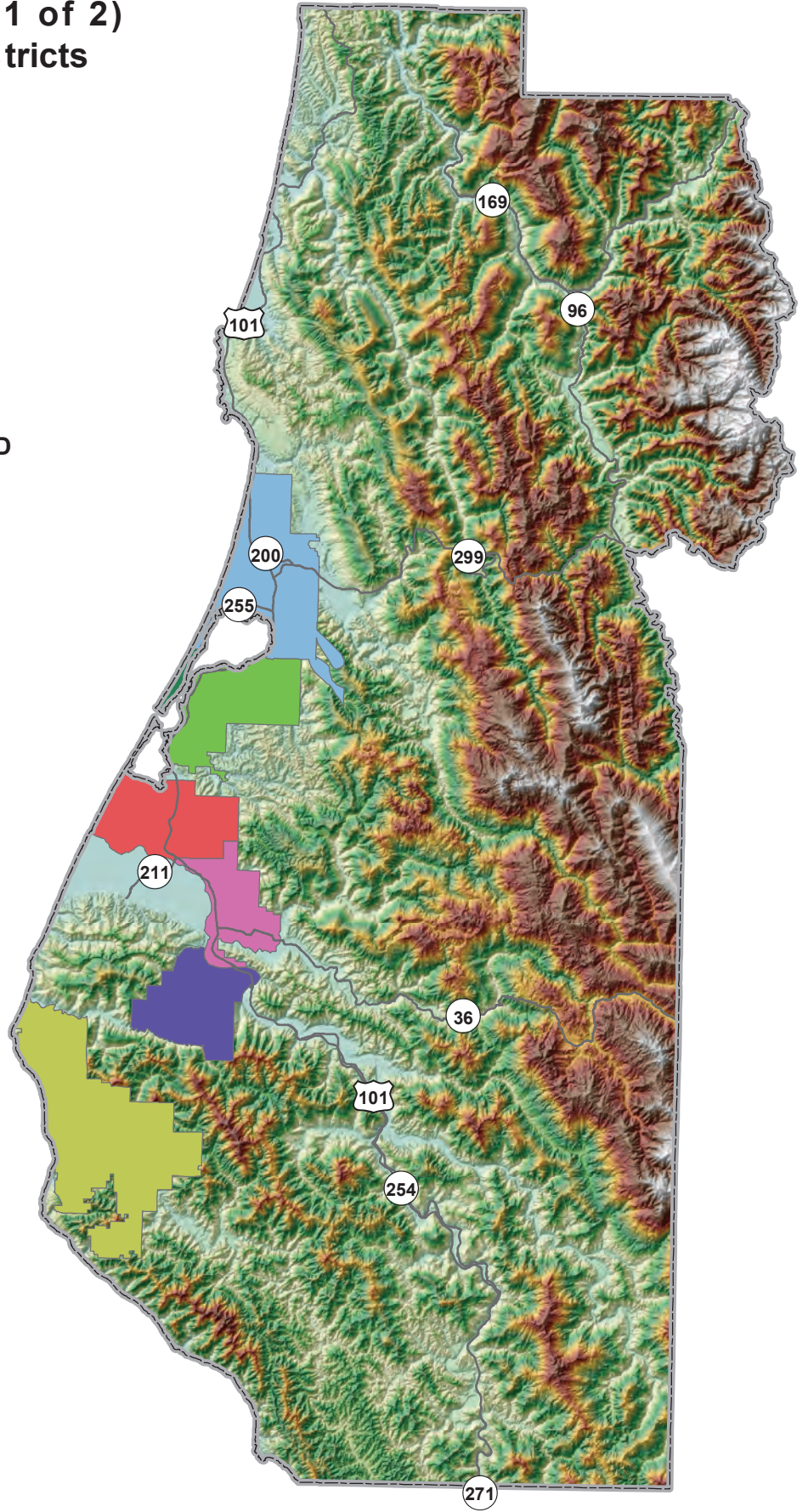
a. No letter of intent was submitted as the County was the project sponsor

b. Arcata Fire Protection District notified the core planning team in advance that its representative would be unable to attend the Phase 3 jurisdictional annex workshop. Arrangements were made for the core planning team to provide one-on-one assistance to the district to complete Phase 3 of its annex. The district's participation requirement for this plan process is considered met.

Humboldt County


Figure 1 (1 of 2)
Fire Districts

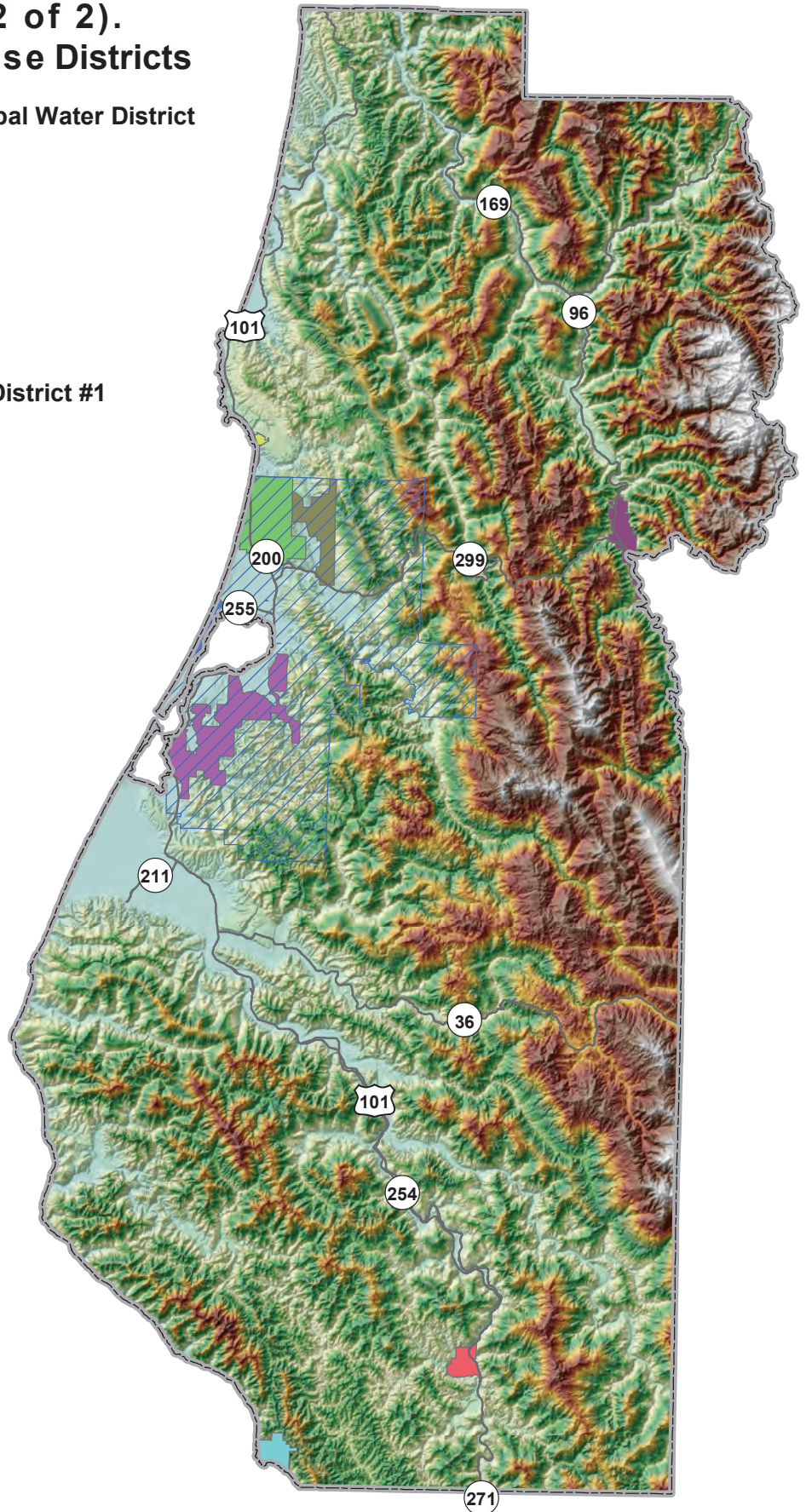
- Arcata FD
- Fortuna FPD
- Humboldt Bay Fire
- Loleta FPD
- Petrolia VFD
- Rio Dell FPD
- Samoa Peninsula FD



Humboldt County

Figure 1 (2 of 2).
Special Purpose Districts

-  Humboldt Bay Municipal Water District
-  Fieldbrook CSD
-  Humboldt CSD
-  Manila CSD
-  McKinleyville CSD
-  Redway CSD
-  Resort Improvement District #1
-  Westhaven CSD
-  Willow Creek CSD



ACRONYMS

The following acronyms are used throughout the annexes in this volume:

- AWTF—Arcata Wastewater Treatment Facility
- Cal OES—California Office of Emergency Services
- CAL FIRE—California Department of Forestry and Fire Protection
- CDFW—California Department of Fish and Wildlife
- CERT—Community Emergency Response Team
- COOP/COG—continuity of operations and continuity of government
- CSD—community services district
- CWPP – community wildfire protection plan
- EMPG—Emergency Management Performance Grants
- EOC—emergency operations center
- EOP—emergency operations plan
- FEMA—Federal Emergency Management Agency
- FIRM—flood insurance rate map
- FMA—Flood Mitigation Assistance Grant Program
- FMAG—Fire Management Assistance Grant Program
- GHG—greenhouse gas
- HBMWD—Humboldt Bay Municipal Water District
- HMA—Hazard Mitigation Assistance
- HMGP—Hazard Mitigation Grant Program
- HSGP—Homeland Security Grant Program
- HMP—Hazard Mitigation Program
- ISO—Insurance Services Office (insurance underwriter)
- JPA—joint powers authority
- LHMP—local hazard mitigation plan
- NIMS—National Incident Management System
- NOAA—National Oceanic and Atmospheric Administration
- OES—Office of Emergency Services (can refer to either county or state office)
- OSHPD—Office of Statewide Health Planning and Development
- PDM—Pre-Disaster Mitigation
- POC—point of contact
- RCEA—Redwood Coast Energy Authority
- SCADA—supervisory control and data acquisition
- SLR—sea-level rise
- SME—subject matter expert
- USDA—U.S. Department of Agriculture
- UWMP—urban water management plan
- VFD—volunteer fire department
- WCSD—Westhaven Community Services District
- WVFD—Westhaven Volunteer Fire Department

12. MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

12.1 HAZARD MITIGATION PLAN POINT OF CONTACT

Primary Point of Contact

Gregory Orsini, General Manager

1656 Sutter Road

McKinleyville, CA 95519

Telephone: 707-839-3251

e-mail Address: mcsdgm@mckinleyvillecsd.com

Alternate Point of Contact

James Henry, Operations Director

1656 Sutter Road

McKinleyville, CA 95519

Telephone: 707-839-3251

e-mail Address: jhenry@mckinleyvillecsd.com

12.2 JURISDICTION PROFILE

12.2.1 Overview

The McKinleyville Community Services District serves McKinleyville, a small community north of the Mad River in Humboldt County. The District was formed on April 14, 1970 when residents voted for water and sewer services. At later dates, drainage, street lights, parks and recreation and library services were added to the District's authorities. The District purchases all drinking water from Humboldt Bay Municipal Water District. Wastewater is collected and treated within the District then discharged to the Mad River in winter. During summer, treated effluent is recycled by pasture irrigation to ranch lands.

Most water and sewer revenues are from monthly service charges. The District receives a small percentage of property tax to fund its park and recreation department. Additionally, area residents have voted to approve Proposition 218 assessment districts for the library, park and recreation, street lights and open space.

The District is governed by a five member publicly elected Board that meets monthly. The Board assumes responsibility for the adoption of this plan; the General Manager will oversee its implementation. The District currently has a staff of 26 full-time benefitted employees and 60 seasonal and part-time employees.

12.2.2 Service Area and Trends

The McKinleyville Community Services District serves an area of about 12,140 acres located between Little River on the north and the Mad River on the south. It is primarily a residential area with light commercial and no heavy industry. The District serves a population of about 17,000 with 5700 water services 4840 sewer services.

Prior to the last hazard mitigation plan, the District had seen approximately a 3% growth rate for sewer and water services over the previous 25 years. Growth during the last 5 years has leveled off, as McKinleyville builds out. The population growth is averaging around 1.8% annually but has been dropping steadily as more seniors and single parents move into the area and has been at 1.43% based on U.S. Census data from 2010 to 2015.

Expansion projects will include a new water reservoir, water and sewer line replacement projects, and upgraded pumping stations for water and sewer to accommodate the expected growth. The District expects growth to slow

over the next 5 year cycle due to infrastructure costs and land availability and will focus on upgrading and replacing existing infrastructure.

12.2.3 Assets

Table 12-1 summarizes the critical assets of the district and their value.

Table 12-1. Special Purpose District Assets	
Asset	Value
Property	
356 acres of land	\$5,385,225
Equipment	
Street Lights	\$534,837
Vehicles	\$1,128,372
Tools and Equipment	\$1,422,376
Total Equipment:	\$3,085,585
Critical Facilities and Infrastructure	
Wastewater Treatment Facility	--
Fischer Lift station – APN 508-038-000	--
Hiller Lift Station	--
B Street Lift Station	--
Letz Lift Station – APN 511-011-008	--
Kelly Ave Lift Station	--
Total Wastewater Infrastructure (including above & 73 miles sewer main)	\$3,2654,575
Ramey Pump Station	--
Cochran Pump Station	--
McCluski Reservoirs	--
Norton Road Reservoirs	--
Cochran Reservoirs	--
Blake Road Hydro-pneumatic tank	--
Total Water Infrastructure (including above & 91 miles of pipe)	\$1,4663,995
Hiller Park	--
Hiller Sports Complex	--
Pierson Park	--
Larissa Park	--
Hewitt Ranch	--
Park Improvements (including above & Hiller Park Trails, Mid Town Trails, School Road Trail)	\$4,289,168
Main Office	--
Field Office	--
Activities Center	--
Azalea Hall	--
McKinleyville Activity and Teen Center	--
McKinleyville Library	--
Law Enforcement Facility	--
Buildings and Improvements (including above)	\$5,204,350
Total:	\$6,5282,899

12.3 CAPABILITY ASSESSMENT

An assessment of the district’s current capabilities was conducted to identify opportunities to expand, initiate or integrate capabilities in order to further hazard mitigation goals and objectives. Where such opportunities were identified and determined to be feasible, they are included in the action plan. The “Analysis of Mitigation Actions” table in Section 12.9 identifies these as community capacity building mitigation actions.

12.3.1 Planning and Regulatory Capabilities

Jurisdictions develop plans and programs and implement rules and regulations to protect and serve residents. When effectively prepared and administered, these plans, programs and regulations can support the implementation of mitigation actions. Table 12-2 summarizes existing codes, ordinances, policies, programs or plans that are applicable to this hazard mitigation plan.

Table 12-2. Planning and Regulatory Capability

Plan, Study or Program	Date of Most Recent Update	Comment
Humboldt County Emergency Operations Plan	March 2015	Provides framework for emergency response
MCSD Capital Improvement Plan FY 2019-2028	2018	Details proposed infrastructure improvement projects
MCSD Risk Management Plan	July 2018	District’s emergency operations plan
MCSD Process Safety Management Plan	July 2018	Covers accidental release of chlorine and sulfur dioxide used at wastewater treatment plant
Hazard Communication Control Plan	April 2018	Covers control of hazards and hazardous substances in the work
Security Vulnerability Assessment Template		
California Building Code	July 2016	
Humboldt County General Plan	October 2017	Covers zoning & development within the District
McKinleyville Community Plan	Dec. 2002	
MCSD Strategic Plan 2018-22	Origination Date Dec. 2013	5 year update in process, completion projected July 2019

12.3.2 Fiscal, Administrative and Technical Capabilities

Fiscal capability is an indicator of a jurisdiction’s ability to fulfill the financial needs associated with hazard mitigation projects. An assessment of fiscal capabilities is presented in Table 12-3. Administrative and technical capabilities represent a jurisdiction’s staffing resources for carrying out the mitigation strategy. An assessment of administrative and technical capabilities is presented in Table 12-4.

Table 12-3. Fiscal Capability

Financial Resource	Accessible or Eligible to Use?
Capital Improvements Project Funding	Yes
Authority to Levy Taxes for Specific Purposes	Yes
User Fees for Water, Sewer, Gas or Electric Service	Yes
Incur Debt through General Obligation Bonds	Yes
Incur Debt through Special Tax Bonds	Yes
Incur Debt through Private Activity Bonds	Yes
State-Sponsored Grant Programs	Yes
Development Impact Fees for Homebuyers or Developers	Yes
Federal Grant Programs	Yes

Table 12-4. Administrative and Technical Capability

Staff/Personnel Resource	Available?	Department/Agency/Position
Planners or engineers with knowledge of land development and land management practices	Yes	Provided through contract support
Engineers or professionals trained in building or infrastructure construction practices	Yes	Provided through contract support
Planners or engineers with an understanding of natural hazards	Yes	Provided through contract support
Staff with training in benefit/cost analysis	Yes	Provided through contract support
Surveyors	Yes	Provided through contract support
Personnel skilled or trained in GIS applications	Yes	Water/Sewer Department/GIS Analyst
Scientist familiar with natural hazards in local area	Yes	Provided through contract support
Emergency manager	Yes	General Manager/Operations Manager
Grant writers	Yes	Provided through contract support

12.3.3 Education and Outreach Capabilities

Outreach and education capability identifies the connection between government and community members, which opens a dialogue needed for a more resilient community. An assessment of education and outreach capabilities is presented in Table 12-5.

Table 12-5. Education and Outreach

Criterion	Response
Do you have a public information officer or communications office?	Yes
Do you have personnel skilled or trained in website development?	Yes
Do you have hazard mitigation information available on your website? • If yes, please briefly describe	Yes Link to County Hazard Mitigation Plan, earthquake map, In Case of Emergency link
Do you use social media for hazard mitigation education and outreach? • If yes, please briefly describe	Yes As part of County Plan development
Do you have any citizen boards or commissions that address issues related to hazard mitigation? • If yes, please briefly specify	Yes MCSD Board of Directors
Do you have any other programs already in place that could be used to communicate hazard-related information? • If yes, please briefly describe	Yes Website, Recreational Department, water/sewer billings, Library and Azalea Hall Postings
Do you have any established warning systems for hazard events? • If yes, please briefly describe	Not specific; We would depend on the County

12.3.4 Adaptive Capacity for Climate Change

Given the uncertainties associated with how hazard risk may change with a changing climate, a jurisdiction’s ability to track such changes and adapt as needed is an important component of the mitigation strategy. Table 12-6 summarizes the jurisdiction’s adaptive capacity for climate change.

Table 12-6. Adaptive Capacity for Climate Change

Criterion	Jurisdiction Rating ^a
Technical Capacity	
Jurisdiction-level understanding of potential climate change impacts <i>Comment:</i>	Medium
Jurisdiction-level monitoring of climate change impacts <i>Comment:</i>	Medium
Technical resources to assess proposed strategies for feasibility and externalities <i>Comment:</i> Extensive resources in area, studies mainly focus around Humboldt Bay	High
Jurisdiction-level capacity for development of greenhouse gas emissions inventory <i>Comment:</i>	Medium
Capital planning and land use decisions informed by potential climate impacts <i>Comment:</i>	Medium
Participation in regional groups addressing climate risks <i>Comment:</i>	Medium
Implementation Capacity	
Clear authority/mandate to consider climate change impacts during public decision-making processes <i>Comment:</i>	Medium
Identified strategies for greenhouse gas mitigation efforts <i>Comment:</i>	Medium
Identified strategies for adaptation to impacts <i>Comment:</i>	Medium
Champions for climate action in local government departments <i>Comment:</i>	Medium
Political support for implementing climate change adaptation strategies <i>Comment:</i>	Medium
Financial resources devoted to climate change adaptation <i>Comment:</i> Solar project being installed at wastewater treatment plant	High
Local authority over sectors likely to be negative impacted <i>Comment:</i>	Low
Public Capacity	
Local residents knowledge of and understanding of climate risk <i>Comment:</i>	High
Local residents support of adaptation efforts <i>Comment:</i>	High/Medium
Local residents' capacity to adapt to climate impacts <i>Comment:</i>	Medium
Local economy current capacity to adapt to climate impacts <i>Comment:</i>	Low
Local ecosystems capacity to adapt to climate impacts <i>Comment:</i>	Medium/Low

- a. High = Capacity exists and is in use; Medium = Capacity may exist, but is not used or could use some improvement;
Low = Capacity does not exist or could use substantial improvement; Unsure= Not enough information is known to assign a rating.

12.4 INTEGRATION WITH OTHER PLANNING INITIATIVES

For hazard mitigation planning, “integration” means that hazard mitigation information is used in other relevant planning mechanisms, such as capital facilities planning, and that relevant information from those sources is used in hazard mitigation. This section identifies where such integration is already in place, and where there are opportunities for further integration in the future. Resources listed in Section 12.10 were used to provide information on integration. The progress reporting process described in Volume 1 will document the progress of hazard mitigation actions related to integration and identify new opportunities for integration.

12.4.1 Existing Integration

Some level of integration has already been established between local hazard mitigation planning and the following other local plans and programs:

- Humboldt County Hazard Mitigation Plan—District is Planning Partner and supports countywide initiatives
- MCSD Capital Improvement Plan—Applicable projects in CIP are added to Hazard Mitigation Plan and vice versa
- County General Plan—Zoning and development ordinances take into account applicable fire, earthquake, tsunami and other hazards
- County Emergency Operation Plan—Details framework for agency responses to emergencies
- MCSD Process Safety & Risk Control Plans—Detail methods and procedures to prevent and respond to accidents and emergencies
- MCSD Strategic Plan – Includes discussion of infrastructure and other projects that contribute to the emergency response and resiliency of the community

12.4.2 Opportunities for Future Integration

The capability assessment presented in this annex identified the following plans and programs that do not currently integrate hazard mitigation information but provide opportunities to do so in the future:

- MCSD Parks & Recreation Master Plan, 2019—Current plan does not address the use of park or recreational facilities in the event of an emergency or the needs (if any) for the facilities to do so. It also does not address the needs (if any) of additional wildlands buffer interface in the event of wildfires.
- MCSD Emergency Operations Plan, 2015—Specifically defines MCSD and Humboldt County Red Cross’ partnership for providing shelter at the MCSD Activity Center

12.5 JURISDICTION-SPECIFIC NATURAL HAZARD EVENT HISTORY

Table 12-7 lists past occurrences of natural hazards for which specific damage was recorded in the McKinleyville Community Services District. Other hazard events that broadly affected the entire planning area, including McKinleyville are listed in the risk assessments in Volume 1 of this hazard mitigation plan.

Table 12-7. Natural Hazard Events

Type of Event	FEMA Disaster #	Date	Damage Assessment
California Severe Winter Storms, Flooding, Mudslides	DR-4308	4/2/2017	Not available
California Severe Winter Storms, Flooding, and Mudslides	DR-4301	2/14/2017	Not available
Flooding	N/A	12/15/2016	Not available
Flooding, severe winter storms, and landslides	DR-1628	12/17/2005	\$85,000 (\$20,208,206 county wide)
Winter storms, flooding, landslides, mud flows	DR-1044	1/9/1995	\$10,000 (\$15 million countywide)

12.6 HAZARD RISK RANKING

Table 12-8 presents a local ranking for all hazards of concern for which this hazard mitigation plan provides complete risk assessments. This ranking summarizes how hazards vary for this jurisdiction. As described in detail in Volume 1, the ranking process involves an assessment of the likelihood of occurrence for each hazard, along with its potential impacts on people, property and the economy. Mitigation actions target hazards with high and medium rankings.

Table 12-8. Hazard Risk Ranking

Rank	Hazard Type	Risk Rating Score (Probability x Impact)	Category
1	Earthquake	36	High
2	Severe Weather	36	High
3	Landslide	33	High
4	Wildfire	18	Medium
5	Dam Failure	17	Medium
6	Flooding	17	Medium
7	Tsunami	12	Low
8	Drought	4	Low
9	Sea Level Rise	0	None

NOTE: The process used to assign risk ratings and rankings for each hazard is described in Volume 1 of this hazard mitigation plan. NOTE: The process used to assign risk ratings and rankings for each hazard is described in Volume 1 of this hazard mitigation plan.

12.7 JURISDICTION-SPECIFIC VULNERABILITIES

Volume 1 of this hazard mitigation plan provides complete risk assessments for each identified hazard of concern. The following jurisdiction-specific issues have been identified based on a review of the results of the risk assessment, public involvement strategy, and other available resources:

- The District's main water supply line from Humboldt Bay Municipal Water District is over 40 years old and runs under the Mad River. It is vulnerable to earthquakes and floods.
- The District requires additional potable water storage to meet storage requirements if they lose their source water or the main pump station goes out due to earthquake, flooding, severe weather, wildfire or dam failure.
- The District has three main sewer crossings that pass under Highway 101 and would be very difficult to repair if damaged during an earthquake or due to landslides, severe weather or flooding.
- There is a large wooded area that borders the eastern edge of the District that is no longer actively managed by the timber company that owns it and could be vulnerable to wildfire.
- The District has several sewer force mains that are nearing the end of their life and are vulnerable to earthquakes, landslides, flooding and severe weather.
- The District has several old redwood water storage tanks at McKluski Hill that are at the end of their life and are vulnerable to earthquakes, landslides, and severe weather.
- The District's SCADA system needs additional redundancy built in to make sure it is not vulnerable to severe weather, earthquakes or flooding.
- The District requires emergency generators at several of their facilities to ensure their continued operation in the event of earthquakes, flooding or severe weather.

Mitigation actions addressing these issues were prioritized for consideration in the action plan presented in Section 12.9.

12.8 STATUS OF PREVIOUS PLAN ACTIONS

Table 12-9 summarizes the actions that were recommended in the previous version of the hazard mitigation plan and their implementation status at the time this update was prepared.

Table 12-9. Status of Previous Plan Actions				
Action Item from Previous Plan	Completed	Removed; No Longer Feasible	Carried Over to Plan Update	
			Check if Yes	Action # in Update
MCSD- #1 Earthquake :Mitigate for loss of water transmission line under the Mad River <i>Comment:</i> An intertie with the City of Arcata was installed in 2013.	X			
MCSD-#2 Develop a local well for an alternative to the water supply that is currently vulnerable to damage from multiple hazard events, particularly where the existing water supply main runs under the Mad River <i>Comment:</i> District continues to explore options for redundant water supply			X	13
MCSD# 3- Continue to support countywide initiatives identified in Volume 1 of this plan <i>Comment:</i> Completed during course of 2014 plan	X			
MCSD# 4- Continue to participate in and support the “emergency intertie” project that will provide redundant water supply transmission piping and availability under emergency circumstances such as water main failure caused by earthquake, flood, tsunami, or severe weather. <i>Comment:</i> An intertie with the City of Arcata was constructed in 2013	X			

12.9 HAZARD MITIGATION ACTION PLAN AND EVALUATION OF RECOMMENDED ACTIONS

Table 12-10 lists the actions that make up the hazard mitigation action plan for this jurisdiction. Table 12-11 identifies the priority for each action. Table 12-12 summarizes the mitigation actions by hazard of concern and mitigation type.

Table 12-10. Hazard Mitigation Action Plan Matrix

Applies to New or Existing Assets	Objectives Met	Lead Agency	Support Agency	Estimated Cost	Sources of Funding	Timeline ^a
Action MKCSD1 —Where appropriate, support retrofitting, purchase or relocation of structures located in hazard areas, prioritizing those that have experienced repetitive losses and/or are located in high- or medium-risk hazard areas.						
<i>Hazards Mitigated:</i> Earthquake, flooding, landslide, tsunami, wildfire, sea level rise						
New & existing	3, 4, 10	McKinleyville CSD	County of Humboldt	High	HMGP, PDM, FMA	Short-term
Action MKCSD2 —Actively participate in the plan maintenance protocols outlined in Volume 1 of this hazard mitigation plan.						
<i>Hazards Mitigated:</i> All hazards						
New & Existing	1, 5, 8	McKinleyville CSD	County of Humboldt	Low	Staff Time, General Funds	Short-term
Action MKCSD3 —Purchase generators for critical facilities and infrastructure that lack adequate backup power, including District office and Azalea Hall						
<i>Hazards Mitigated:</i> Dam failure, earthquake, flooding, landslide, severe weather, tsunami, wildfire						
New	2, 6, 9	McKinleyville CSD	TBD	Medium	HMGP, PDM, FMA	Long term
Action MKCSD4 —Support Countywide initiatives identified in Volume 1 of this hazard mitigation plan.						
<i>Hazards Mitigated:</i> All hazards						
New	All	McKinleyville CSD	TBD	Medium	Staff Time, General Funds	On Going
Action MKCSD5 —Work with County on the development of a Regional Debris Management Plan						
<i>Hazards Mitigated:</i> Earthquake, floods, severe weather, wildfire, tsunami, dam failure						
New	1, 3, 5, 8, 10, 12	McKinleyville CSD	TBD	Medium	Staff Time, General Funds	Short term
Action MKCSD6 —Construct redundant waterline to mitigate for the potential loss of the watermain from HBWMD were it travels under the Mad River						
<i>Hazards Mitigated:</i> Earthquake, floods, severe weather, dam failure						
New & existing	1, 2, 3, 4, 5, 9	McKinleyville CSD	HBMWD	High	HMGP, water rates	Long-term
Action MKCSD7 —Construct 5 Million Gallon Water Storage Reservoir to supplement existing potable water storage						
<i>Hazards Mitigated:</i> Earthquake, floods, severe weather, wildfire, dam failure, drought						
New	1, 2, 3, 4, 5, 9	McKinleyville CSD	TBD	High	HMGP, water rates	Long term
Action MKCSD8 —Replace three sewer main crossings under Highway 101						
<i>Hazards Mitigated:</i> Earthquake, floods, landslides, severe weather						
New	1, 2, 3, 4, 9	McKinleyville CSD	TBD	High	HMGP, sewer rates	Long term
Action MKCSD9 —Purchase Green Diamond land east of the District to establish Community Forest						
<i>Hazards Mitigated:</i> Wildfire, landslides						
New	1, 2, 3, 4, 5, 9, 10	McKinleyville CSD	TBD	Medium	HMGP, general funds	Long term
Action MKCSD10 —Assess and replace the sewer force mains from all of the District Sewer Lift Stations.						
<i>Hazards Mitigated:</i> Earthquakes, flooding, landslides, severe weather						
New	1, 2, 3, 4, 5, 9	McKinleyville CSD	TBD	High	HMGP, sewer rates	Long-term
Action MKCSD11 —Replace redwood water tanks at McCluski Hill						
<i>Hazards Mitigated:</i> Earthquake, flooding, landslide, severe weather, drought, wildfire						
New	1, 2, 3, 4, 5, 9	McKinleyville CSD	TBD	Medium	HMGP, water rates	Long term
Action MKCSD12 —Harden the water and sewer SCADA system and provide additional redundancy						
<i>Hazards Mitigated:</i> All hazards						
New	1, 2, 3, 4, 5, 9	McKinleyville CSD	TBD	Medium	HMG, General Funds	Long term
Action MKCSD13 —Develop a local well for an alternative to the water supply that is currently vulnerable to damage from multiple hazard events, particularly where the existing water supply main runs under the Mad River						
<i>Hazards Mitigated:</i> Earthquake, floods, severe weather, dam failure						
	1, 2, 3, 4, 5, 9	McKinleyville CSD	TBD	Medium	HMGP, water rates	Long-term

a. Short-term = Completion within 5 years; Long-term = Completion within 10 years; Ongoing= Continuing program with no end date
See the introduction to this volume for list of acronyms used here.

Table 12-11. Mitigation Action Priority

Action #	# of Objectives Met	Benefits	Costs	Do Benefits Equal or Exceed Costs?	Is Project Grant-Eligible?	Can Project Be Funded Under Existing Programs/Budgets?	Implementation Priority ^a	Grant Pursuit Priority ^a
MKCS D1	3	High	High	Yes	Yes	No	Medium	High
MKCS D2	3	Low	Low	Yes	No	Yes	High	Low
MKCS D3	3	High	Medium	Yes	Yes	No	Medium	High
MKCS D4	12	High	Low	Yes	Yes	No	High	Low
MKCS D5	6	High	Low	Yes	Yes	No	Medium	Medium
MKCS D6	6	High	High	Yes	Yes	No	High	High
MKCS D7	6	High	High	Yes	Yes	No	High	High
MKCS D8	5	High	High	Yes	Yes	No	High	High
MKCS D9	7	Medium	Medium	Yes	Yes	No	Medium	Medium
MKCS D10	6	High	Medium	Yes	Yes	No	High	High
MKCS D11	6	Medium	Medium	Yes	Yes	No	Medium	Medium
MKCS D12	6	High	Medium	Yes	Yes	No	Medium	Medium
MKCS D13	6	High	High	Yes	Yes	Yes	Low	Medium

a. See the introduction to this volume for explanation of priorities.

Table 12-12. Analysis of Mitigation Actions

Hazard Type	Action Addressing Hazard, by Mitigation Type ^a							
	Prevention	Property Protection	Public Education and Awareness	Natural Resource Protection	Emergency Services	Structural Projects	Climate Resilient	Community Capacity Building
High-Risk Hazards								
Earthquake	MKCS D1, 2, 4	MKCS D1, 3, 5, 6, 8, 10, 12	MCSD2		MKCS D3, 5, 6, 7, 11, 12	MKCS D1, 7, 8, 10, 11	MKCS D1	MKCS D2
Severe Weather	MCSD1, 2, 4	MCSD3, 5, 6, 8, 10, 12	MCSD2		MKCS D3, 5, 6, 7, 11, 12	MKCS D7, 8, 10, 11		MKCS D2
Landslide	MKCS D1, 2, 4, 9	MKCS D1, 3, 5, 8, 10, 12	MCSD2, 9	MKCS D9	MKCS D3, 5, 7, 11, 12	MKCS D7, 8, 10, 11	MKCS D1, 9	MKCS D2
Medium-Risk Hazards								
Wildfire	MKCS D1, 2, 4, 9	MKCS D1, 3, 5, 12	MCSD2, 9	MKCS D9	MKCS D3, 5, 7, 11, 12	MKCS D1, 7, 11	MKCS D1, 9	MKCS D2
Dam Failure	MCSD2, 4	MCSD3, 5, 6, 12	MCSD2		MKCS D3, 5, 6, 7, 11, 12	MKCS D7, 11		MKCS D2
Flooding	MKCS D1, 2, 4	MKCS D1, 3, 5, 6, 8, 10, 12	MCSD2		MKCS D3, 5, 6, 7, 11, 12	MKCS D1, 7, 8, 10, 11	MKCS D1	MKCS D2
Low-Risk Hazards								
Tsunami	MKCS D1, 2, 4	MKCS D1, 5, 12	MCSD2		MKCS D5, 12	MKCS D1	MKCS D1	MKCS D2
Drought	MCSD2, 4	MKCS D12	MCSD2		MKCS D7, 11, 12	MKCS D1, 7, 11		MKCS D2
Sea Level Rise	MCSD1, 2, 4	MKCS D12	MCSD2		MKCS D12		MKCS D1	MKCS D2

a. See the introduction to this volume for explanation of mitigation types.

12.10 REVIEW AND INCORPORATION OF RESOURCES FOR THIS ANNEX

12.10.1 Existing Reports, Plans, Regulatory Tools and Other Resources

The following reports, plans, and regulatory mechanisms were reviewed to provide information for this annex.

- Sanitary Sewer Main Line Replacement and Rehabilitation Master Plan Phase 2, MCSD, GHD, Feb. 2109 used to confirm sanitary sewer growth and replacement requirements and estimated costs.
- Water Main Line Replacement and Rehabilitation Master Plan Phase 2, MCSD, GHD, Feb. 2019 used to confirm water distribution system growth and replacement requirements and estimated costs.
- McKinleyville Community Services District, Basic Financial Statements and Required Supplementary Information for the year ending June 30, 2017, MCSD used to complete asset list.
- MCSD Enterprise Funds Capital Improvement Project Budget for the Fiscal Years Engine June 30, 2019-2028 used to assess upcoming projects.
- MCSD Water & Wastewater Rate Study, Willdan, Sept. 2018 used for costs for upcoming projects.
- MCSD Budget for Fiscal Year Ending June 30, 2018 used for background information and upcoming projects.
- Strategic Plan 2018-22, MCSD, Dec. 2013 used for upcoming project goals.
- MCSD Parks & Recreation Master Plan 2019, January 2019 used for background and upcoming projects.
- Wastewater Facilities Plan Administrative Draft, MCSD, SHN, Oct. 2011 used to confirm wastewater treatment plant planned growth and estimated costs.

The following outside resources and references were reviewed:

- Hazard Mitigation Plan Annex Development Toolkit—The toolkit was used to support the identification of past hazard events and noted vulnerabilities, the risk ranking, and the development of the mitigation action plan.
- Humboldt County General Plan, McKinleyville Community Plan, Adopted Dec. 2002 used for growth estimates.

12.10.2 Staff and Local Stakeholder Involvement in Annex Development

This annex was developed over the course of several months with input from several district departments including operations and finance. All departments were asked to contribute to the annex development through reviewing and contributing to the capability assessment, reporting on the station of previously identified actions and participating in action identification and prioritization. An action development meeting was held and was attended by representatives from all department as well at the General Manager. Once actions had been identified and compiled in the annex, a draft was circulated internally for review and comments. Local planners met on 15 APR 2019 to review the risk assessment for this community and to identify appropriate actions to mitigate the risks. Attendees are listed in Table 12-13.

Table 12-13. Participants in Hazard Mitigation Action Plan Development Workshop

Name	Title, Organization
Greg Orsini	General Manager, McKinleyville CSD
James Henry	Operations Director, McKinleyville CSD
Colleen Trask	Finance Director, McKinleyville CSD
Lesley Frisbee	Recreation Director, McKinleyville CSD
Erik Jones	Lead Person, McKinleyville CSD

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McKinleyville Community Services District

BOARD OF DIRECTORS

March 3, 2021

TYPE OF ITEM: **ACTION**

ITEM: E.3 **Consider First Reading of Ordinance No. 2021-04 Adding Regulation 68-Latent Powers, to Article VI: Miscellaneous, of the MCSD Rules and Regulations**

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

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends that the Board review the provided material, discuss, take public comment, and approve the first reading of Ordinance no. 2021-04 Adding in Regulation 68, Latent Powers, to Article VI: Miscellaneous, of the MCSD Rules and Regulations, and adopting Rule 68.01-Introduction, Rule 68.02-Exercising Latent Powers, and Rule 68.03-Services for those Experiencing Homelessness, by Title Only.

Discussion:

At the October 7, 2020 Board Meeting, Director Corbett presented a memo outlining his recommendations with regards to clarifying certain aspects of the District's authority. Director Corbett's memo recommended that a Committee be established to review and clarify the District's authority or latent powers with respect to the following areas:

- 1) Library
- 2) Law Enforcement
- 3) Community Forest
- 4) Reclamation
- 5) Homeless
- 6) Support of McKinleyville Municipal Advisory Committee (MMAC)

Past Board President Burke established the Latent Powers Committee (Committee) at the October 7, 2020 Board Meeting, and current Board President Mayo reestablished the Committee with current members at the December 9, 2020 Board Meeting. The Committee has had several meetings to discuss and research the various latent powers outlines above and discuss this issue with the Local Agency Formation Commission (LAFCo) Staff. At the February 3, 2021 Board meeting, the Latent Powers Committee presented the Latent Powers Committee Report (Report) on the powers listed above. The Board approved the Committee's recommendations presented in the Report in their entirety. These recommendations will be coming back to the Board as Policies, Ordinances and Rules & Regulations as District Staff and the Committee is able to prepare them.

In order to facilitate the organization and tracking of these various Latent Powers, the Committee recommends the establishment of Regulation 68-Latent Powers in the District's Rules and Regulations. Ordinance 2021-04 (**Attachment 1**) establishes Regulation 68-Latent Powers, under Article VI: Miscellaneous of the District's Rules and Regulations. Additionally, it establishes Rule 68.01-Introduction, and Rule 68.02-Exercising Latent Powers, which serve as background information on the District's current Latent Powers and the process for adopting additional Latent Powers. It also adds Rule 68.03-Services for Those Experiencing Homelessness, which outlines the policy presented in the Report, recognizing the impact homelessness has, reiterating that the District has no legal authority to be able to provide direct assistance to the homeless, and details that the District can facilitate third parties to provide these services through the rental of District's facilities or properties.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Ordinance No. 2021-04

ORDINANCE NO. 2021-04

**AN ORDINANCE OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
ADDING REGULATION 68, LATENT POWERS TO ARTICLE VI: MISCELLANEOUS,
OF THE MCSD RULES AND REGULATIONS**

WHEREAS, the McKinleyville Community Services District recently discussed and appointed an ad-hoc sub committee to review the District's Latent Powers; and

WHEREAS, the Latent Powers Committee recommended, later approved by the full MCSD Board, to clarify existing and future Latent Powers of the District; and

WHEREAS, the District wishes to clarify their powers and authorities relating to the issue regarding services to those experiencing homelessness; and

WHEREAS, Government Code section 61100 does not specifically allow the ability of any Special District to provide homeless or other social services as a latent power; and

WHEREAS, the Local Agency Formation Commission (LAFCo) believe social services is a function of the County, not the purview of Community Services Districts; and

WHEREAS, the Latent Powers Committee agrees that the District does have the authority to lease property to third party entities who may wish to run social service programs for those experiencing homelessness; and

WHEREAS, the ability to rent or lease its property is in accordance with the District's general powers under section 61060; and

WHEREAS, the Latent Powers Committee recommended, later approved by the full MCSD Board, to prepare a policy statement consistent with District Rules and Regulations, Article IV, Regulation 45 Permits, Fees, and Deposits; and

WHEREAS, to create a section to hold all clarified latent powers, it is necessary to amend the Districts Rules and Regulations to include a new Regulation under Article VI: Miscellaneous for Latent Powers.

NOW, THEREFORE, the Board of Directors of the McKinleyville Community Services District ordains as follows:

Regulation 68, Latent Powers, is added to Article VI of the District's adopted Rules and Regulations to read as follows:

REGULATION 68 – LATENT POWERS

Rule 68.01: INTRODUCTION – This regulation will detail and clarify the Latent Powers of the District. The State of California Government Code, Title 6, Division 3, Part 3, Chapter 1, Section 61100, states “within its boundaries, a district may do any of the following:” and then lists in its subsections various latent powers. As detailed in the

2009 adopted Municipal Service Review (MSR) prepared by the Humboldt County Local Agency Formation Commission (LAFCo), the District currently provides the following services:

- Water,
- Wastewater,
- Parks and Recreation,
- Street Lighting,
- Open Space, and
- Stormwater Detention Basins.

Rule 68.02: EXERCISING LATENT POWERS – The process for activation of latent powers per the Cortese-Knox-Hertzber Act consists of the following steps:

1. Government Code Section 61106(a) If a Board of Directors desires to exercise a latent power, the district shall first receive the approval of the local agency formation commission, pursuant to Article 1.5 (commencing with Section 56824.10) of Chapter 5 of Part 3 of Division 3.
2. Government code Section 61106(b) After receiving approval of the Local Agency Formation Commission, the Board of Directors may, by ordinance, order the exercise of that power.
3. Latent powers activation does not require an election unless sufficient written protest during the protest hearing process was received.
4. A certificate of completion should be recorded to certify the exercise of new and/or different functions.

Rule 68.03: SERVICES FOR THOSE EXPERIENCING HOMELESSNESS – The Board and Staff of McKinleyville CSD are sensitive to the impact homelessness has on our community. As a California Special District, McKinleyville community Services District has specific authorities. With that in mind, MCSD has no authority or funding to serve those experiencing homelessness in our community. To address unmet needs in McKinleyville, MCSD can offer facilities to third parties to serve those experiencing homelessness in the community. This includes, but is not limited to, Parks, buildings, and undeveloped property owned by MCSD. The process for accessing an agreement with MCSD can be found in Article IV, Regulation 45: Permits, Fees and Deposits, of the MCSD Rules and Regulations. Any third party interested in utilizing MCSD facilities for the care, support, or locating the homeless population will be required to apply for a permit consistent with these rules and regulations. Any request for these services will be reviewed on a case-by-case basis and will require action by the MCSD Board of Directors. A facility use agreement that lays out specifics, including cost and term, will be required, and must be approved by the Board in an open, public meeting.

This Ordinance shall take effect and be in full force and effective thirty (30) days after its passage.

Introduced at a regular meeting of the Board of Directors held on _____ and passed and adopted by the Board of Directors on _____, upon the motion of Director _____ and seconded by Director _____ and by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Attest:

Dennis Mayo, Board President

April Sousa, CMC, Board Secretary

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McKinleyville Community Services District

BOARD OF DIRECTORS

March 3, 2021

TYPE OF ITEM: **ACTION**

ITEM: E.4 **Consider Attendance at the CSDA Special Districts Virtual Legislative Days May 18-19, 2021**

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

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends that the Board review the information provided for the 2021 California Special Districts Association (CSDA) Special Districts Virtual Legislative Days, take public comment, and consider authorization for interested Board Members to attend.

Discussion:

To gain the edge on policy changes impacting MCSD and exchange ideas with California's top decision makers, CSDA puts on an annual Legislative Days event that will be virtual this year. The CSDA 2021 Special Districts Virtual Legislative Days is an interactive and informative legislative discussion and briefings, held virtually, allowing attendees to have access to this information without travel or hotel costs.

Day One will consist of three on-demand Policy Expert Webinars.

Day Two consists of a Live legislative briefing that will be made available on demand for a limited time after the event.

Alternatives:

Staff's analysis includes the following potential alternative:

- Take no action

Fiscal Analysis:

Registration to attend is \$175 for early Bird Registration before April 16, 2021.

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – 2021 Save the Date Virtual Legislative Days Information



SPECIAL DISTRICTS LEGISLATIVE DAYS

SEE YOU IN 2021



LIVE Tuesday, May 19, 2020 - Live Legislative Briefing

Don't miss the May 19 LIVE Legislative Briefing! Hear directly from California Secretary of State Alex Padilla and California Secretary of Natural Resources Wade Crowfoot regarding hot topics affecting government finances, local services, and infrastructure.

EXPERIENCE THE CONFERENCE



ACCESS ON-DEMAND SESSIONS

OVERVIEW

CSDA is transitioning our in-person Special Districts Legislative Days Conference to a virtual event – 2020 Virtual Special Districts Legislative Days. Attendees will have even more access to important information using this new format with no travel or hotel costs.

Here's what's included:

April 16 – May 29

Access to an exclusive 2020 Virtual Special Districts Legislative Days online community

Monday, May 18 - Friday, May 22

Access to three on-demand Policy Expert Webinars

- Prudently and Proactively Managing Pension Liabilities in Today's Volatile Environment
- 2021: When Redistricting and the California Voter Rights Act (CVRA) Collide
- Navigating Legal Attacks, Legislative Shifts, and Public Protests on Prop 218 Rates and Fees

Tuesday, May 19

LIVE Legislative Briefing – will also be made available on-demand for a limited time

ONLINE COMMUNITY



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McKinleyville Community Services District

BOARD OF DIRECTORS

March 3, 2021

TYPE OF ITEM: **ACTION**

ITEM: E.5 **Consider Adoption of Resolution 2021-08 Nominating Gregory Orsini to CSDA Board of Directors, Seat A: Northern Network**

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

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends that the Board review the information provided, discuss, take public comment, and adopting Resolution 2021-08 nominating Director Gregory Orsini to the CSDA Board of Directors, Seat A: Northern Network (**Attachment 4**).

Discussion:

On February 2, 2021, General Manager Kaspari received a letter (**Attachment 1**) from the Elections and Bylaws Committee from the California Special Districts Association (CSDA) calling for nominations of Independent Special District Board Members or General Managers who are interested in leading the direction of CSDA for the 2022-2024 term.

Nominees must be affiliated with an independent special district, a CSDA Regular member, and located in the geographical network (**Attachment 2**) that they represent. Board Director Greg Orsini qualifies as a candidate and has expressed interest in this governing seat.

The Commitment of this position would consist of 4-5 annual meetings, usually held in Sacramento, participating in at least one committee, which also meets 3-5 times a year usually in Sacramento, attend specific CSDA annual events and complete the Special District Leadership Academy within 2 years.

Candidate nominations must be received in the form of a Resolution (**Attachment 4**) or minute motion. The deadline for nominations is March 29, 2021, and electronic voting will take place May 28-July 16, 2021. Successful Candidates will be notified no later than July 20, 2021 and will be introduced at the Annual Conference in Monterey in August 2021.

Alternatives:

Staff analysis consists of the following potential alternative:

- Take No Action

Fiscal Analysis:

CSDA will reimburse Board Members for all Director related expenses for Board and committee meetings. CSDA does not reimburse for annual events or the Special District Leadership Academy.

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – CSDA Call for Nominations Letter
- Attachment 2 – CSDA Network Map
- Attachment 3 – CSDA Nominations and Candidate Forms
- Attachment 4 – Resolutions 2021-08



**California Special
Districts Association**
Districts Stronger Together

RECEIVED

FEB - 2 2021

McK. C.S.D.

DATE: January 28, 2021
TO: CSDA Voting Member Presidents and General Managers
FROM: CSDA Elections and Bylaws Committee
SUBJECT: CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS
SEAT A

The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2022 - 2024 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular Member in good standing and located within the geographic network that they seek to represent. (See attached CSDA Network Map)

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, education and resources. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide.

Commitment and Expectations:

- Attend all Board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.
(CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).
- Attend, at minimum, the following CSDA annual events: Special Districts Legislative Days - held in the spring, and the CSDA Annual Conference - held in the fall.
*(CSDA does **not** reimburse expenses for the two conferences even if a Board or committee meeting is held in conjunction with the event)*
- Complete all four modules of CSDA's Special District Leadership Academy within 2 years of being elected.
*(CSDA does **not** reimburse expenses for the Academy classes even if a Board or committee meeting is held in conjunction with the event).*

Nomination Procedures: Any Regular Member in good standing is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors), for election to the CSDA Board of Directors. **A copy of the member district's resolution or minute action and Candidate Information Sheet must accompany the nomination. The deadline for receiving nominations is March 29, 2021. Nominations and supporting documentation may be mailed or emailed.**

Mail: 1112 I Street, Suite 200, Sacramento, CA 95814
Fax: 916.442.7889
E-mail: amberp@csda.net

Once received, nominees will receive a candidate's letter. The letter will serve as confirmation that CSDA has received the nomination and will also include campaign guidelines.

CSDA will begin electronic voting on May 28, 2021. All votes must be received through the system no later than 5:00 p.m. July 16, 2021. The successful candidates will be notified no later than July 20, 2021. All selected Board Members will be introduced at the Annual Conference in Monterey, CA in August 2021.

Expiring Terms

(See enclosed map for Network breakdown)

Northern Network Seat A – Ralph Emerson, GM, Garberville Sanitary District*
Sierra Network Seat A – Noelle Mattock, Director, El Dorado Hills Community Services District*
Bay Area Network Seat A – Chad Davisson, GM, Ironhouse Sanitary District*
Central Network Seat A – Vacant
Coastal Network Seat A – Elaine Magner, Director, Pleasant Valley Recreation and Park District*
Southern Network Seat A – Jo MacKenzie, Director, Vista Irrigation District*

This year we will be using a web-based online voting system, allowing your district to cast your vote easily and securely. Electronic Ballots will be emailed to the main contact in your district May 28, 2021. All votes must be received through the system no later than 5:00 p.m. July 16, 2021.

*Districts can opt to cast a paper ballot instead; but you must contact Amber Phelen by e-mail Amberp@csda.net by **March 29, 2021** in order to ensure that you will receive a paper ballot on time.*

CSDA will mail paper ballots on May 28, 2021 per district request only. ALL ballots must be received by CSDA no later than 5:00 p.m. July 16, 2021.

The successful candidates will be notified no later than July 20, 2021. All selected Board Members will be introduced at the Annual Conference in Monterey, CA in August 2021.

(* = Incumbent is running for re-election)

If you have any questions, please contact Amber Phelen at amberp@csda.net.



California Special Districts Association
DISTRICT NETWORKS





**California Special
Districts Association**
Districts Stronger Together

2021 BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate: _____

District: _____

Mailing Address: _____

Network: _____ (see map)

Telephone: _____
(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE)

Fax: _____

E-mail: _____

Nominated by (optional): _____

**Return this form and a Board resolution/minute action supporting the candidate
and Candidate Information Sheet by mail or email to:**

CSDA
Attn: Amber Phelen
1112 I Street, Suite 200
Sacramento, CA 95814
(877) 924-2732

amberp@csla.net

DEADLINE FOR RECEIVING NOMINATIONS – March 29, 2021



**California Special
Districts Association**
Districts Stronger Together

2021 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: _____

District/Company: _____

Title: _____

Elected/Appointed/Staff: _____

Length of Service with District: _____

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

4. List civic organization involvement:

****Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after March 29, 2021 will not be included with the ballot.**

RESOLUTION 2021 – 08

A RESOLUTION of the Board of Directors of the McKinleyville Community Services District Nominating Gregory Orsini to the California Special District Association Board of Directors, Seat A: Northern Network

WHEREAS, the McKinleyville Community Services District, an independent special district, is a member of the California Special District Association; and

WHEREAS, on February 2, 2021, a letter calling for the nominations of interested Board Directors or General Managers to sit as Directors of the CSDA Board of Directors; and

WHEREAS, to be a qualified candidate, the nominee must be affiliated with an independent special district, a member of CSDA and located in the geographical network in which they wish to represent; and

WHEREAS, Director Gregory Orsini has expressed interest in seeking nomination for the CSDA Board of Directors, Seat A: Northern Network; and

WHEREAS, Director Gregory Orsini, having 30 plus years of experience in matters related to special districts and the unique challenges of districts in Northern California is distinctively qualified as a candidate for the position of CSDA Board of Directors; and

WHEREAS, Director Gregory Orsini, having sat on the CSDA Board of Directors for multiple terms during his tenure as General Manager, has the experience and knowledge to provide leadership in this area once again.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the McKinleyville Community Services District does hereby support the nomination of Gregory Orsini to the California Special District Association Board of Directors, Seat A: Northern Network.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on March 3, 2021 by the following polled vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Dennis Mayo, Board President

Attest:

April Sousa, CMC, Board Secretary

McKinleyville Community Services District

BOARD OF DIRECTORS

March 3, 2021

TYPE OF ITEM: **INFORMATIONAL**

ITEM: E.6 **Review Information for the Draft Capital Improvement Plan for the Operational Funds: Water, Wastewater, and Streetlights, FY2021-22**

PRESENTED BY: **Colleen M. R. Trask, 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 2021-22 Capital Improvement Plan (CIP) for the Water, Wastewater, and Streetlights Funds is attached, **Attachment 1**, covering the next ten fiscal years.

The attached Narrative, **Attachment 2**, provides detail for all proposed Capital Projects expected to be undertaken in FY2021-22. The final summarized CIP will be brought back to the Board for review and approval with the complete Fiscal Year 2021-22 Budget in June 2021.

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 **DRAFT** Capital Improvement Project Budget
 For the Fiscal Years Ending June 30, 2022 - 2031

(All numbers in \$000s)

	1	2	3	4	5	6	7	8	9	10
	June 30, 2022	June 30, 2023	June 30, 2024	June 30, 2025	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030	June 30, 2031
1. Heavy Equipment										
Hydrocleaner (Sewer Fund) and appurtenances								500		
Backhoe/ Bobcat abd Attachments	130	80	20		20		140			
Excavator		250								
Dump Truck					85					
Tractor and Attachments		50	10				50			
Air Compressor and appurtenances	20				22					
Portable Emergency Generators			40							
Totals:	150	380	30	0	127	0	190	500	0	0

2. Utility Vehicles										
3/4 or 1-Ton Pickup	42	42	42	42	65	44	44	44	46	46
CCTV Trailer										
Car			30							
Light Duty Utility Truck							22	23	23	
Totals:	42	42	72	42	65	44	66	67	69	46

Mckinleyville Community Services District
 Enterprise Funds **DRAFT** Capital Improvement Project Budget
 For the Fiscal Years Ending June 30, 2022 - 2031

(All numbers in \$000s)

	1	2	3	4	5	6	7	8	9	10
	June 30, 2022	June 30, 2023	June 30, 2024	June 30, 2025	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030	June 30, 2031
3. Water System										
4.5m New Tank Property procurement, design & cons	4,132	6,198								
Property Purchase/Improvements										
Water Tank Painting	500	500								
Water Tank Cathodic				10					10	
Ramey Pump Station Upgrades							32	52	150	
Emergency Water Supply: Mad River Crossing	300	300	300	300	300	300	300	300	300	300
Digital Control & Radio Telemetry Upgrade	10	10	10	10	10	10	10	10	20	
Meter Reader Upgrade	8					9				
McCluski Tank 3 Replacement	106	100	100	100	100	100	100	100	100	100
Tank Seismic Actuators									20	
Fire Hydrant System Upgrade	7	7	7	7	7					
Water Main Rehabilitation and Replacement	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Customer Radio Meter Testing/Replacements									90	20
Blake Station Upgrades	8									
Emergency Generator	50									
Totals:	6,121	8,115	1,417	1,427	1,417	1,419	1,442	1,462	1,690	1,420

Mckinleyville Community Services District
 Enterprise Funds **DRAFT** Capital Improvement Project Budget
 For the Fiscal Years Ending June 30, 2022 - 2031

(All numbers in \$000s)

	1	2	3	4	5	6	7	8	9	10
	June 30, 2022	June 30, 2023	June 30, 2024	June 30, 2025	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030	June 30, 2031
4. Sewer System										
WWMF Engr Study (Disinfection Upgrade Proj)		70	150			70				
WWMF NPDES Permitting	55							6,000		
WWMF Fencing and Gate			10	10					10	10
WWMF SO2/Chlorine Injector Controllers										
WWMF Sludge Disposal & handling	240	240	240	240	240	240	240	240	240	240
Customer Radio Meter Testing/Replacements									90	20
Collection System Upgrades-Hwy Undercrossings	2,260	3,390								
Sewer Main Rehabilitation and Replacement	1,000	1,000	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
Sewer Lift Station Upgrades-B Street			550							
Digital Control & Radio Telemetry Upgrade									100	
Meter Replacement: WWMF and others				25		25				20
Fischer Lift Station Upgrades		100	300							
Sewer Main Camera Unit		30						50		
Underground Pipe Locator & Camera	5				5			5		
SCBA Apparatus and Bottles		6				6				
WWMF Solar Storage Design, Build, Long-term O&M	1,250	12	12	12	12	12	12	12	12	12
WWMF Recirculation Valve Replacement	15									
WWMF Pond Armouring	51	53								
WWMF Lab Cabinets	10									
WWMF Secondary Effluent Motor	6									
Totals:	4,932	4,888	2,302	1,327	1,297	1,393	1,292	7,347	1,492	1,342

Mckinleyville Community Services District
 Enterprise Funds **DRAFT** Capital Improvement Project Budget
 For the Fiscal Years Ending June 30, 2022 - 2031

(All numbers in \$000s)

	1	2	3	4	5	6	7	8	9	10
	June 30, 2022	June 30, 2023	June 30, 2024	June 30, 2025	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030	June 30, 2031

5. Office, Corporation Yard & Shops											
Facility Upgrades and Sealcoat			10		10					10	
Office Building	75		3,000								
Property Purchase	400										
Building Roofs							14				
Totals:	475	0	3,010	0	10	0	14	0	10	0	

6. Computers, Software & Equipment											
PCs, Software, & Printers	6	5	6	6	7	7	7	7	7	7	7
File Server Upgrade		15			17			17			
MOM Upgrade and Replacement - ERP eval			35	150							
Office Equipment	5	5	5	5	5	5	5	5	5	5	
GIS/SEMS/CADD Equipment and Software	8	8			5			5			
Totals:	19	33	46	161	34	12	12	34	12	12	

7. Reclamation (Fischer & Pialorsi Ranches)										
Barn, Fence, House Upgrades	50	5	5	5	5	5	5	5	5	5
Irrigation Pipe and Fittings	10	10					10			
Property purchase										
Reclamation Site Upgrade/Perc Pond Habitat Proj	100	100								
Underground Valving and Piping	20	12						12		
Totals:	180	127	5	5	5	5	15	5	5	5

Mckinleyville Community Services District
 Enterprise Funds **DRAFT** Capital Improvement Project Budget
 For the Fiscal Years Ending June 30, 2022 - 2031

(All numbers in \$000s)

1 2 3 4 5 6 7 8 9 10

	June 30, 2022	June 30, 2023	June 30, 2024	June 30, 2025	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030	June 30, 2031
8. Small Equipment & Other										
Misc./ Emergency Equipment Replacement	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:	40	20	20	20	35	42	20	15	20	20

Total Planned Expenditures

Departmental Allocations:

Water Fund	6,484	8,353	3,006	1,539	1,553	1,468	1,593	1,520	1,746	1,459
Wastewater Fund	5,475	5,253	3,896	1,444	1,438	1,447	1,458	7,910	1,553	1,386
Total	11,959	13,605	6,902	2,982	2,990	2,915	3,051	9,430	3,298	2,845

**Internal Funds/Reserves/Loans - Distr. Share
 Grant Funding Expected**

Internal Funds/Reserves/Loans - Distr. Share	5,865	6,414	6,352	2,982	2,990	2,915	3,051	9,430	3,298	2,845
Grant Funding Expected	6,094	7,191	550							

***DRAFT Capital Improvement Plan
Water, Sewer and Streetlights Funds
Fiscal Year 2021-22***

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

CAPITAL IMPROVEMENT PROGRAM PROJECT DISCUSSION

Heavy Equipment and Utility Vehicles

In 1998, the Board adopted a Fleet Replacement Plan to ensure that MCSD's fleet of heavy equipment and utility vehicles would be replaced in an approximately ten-year cycle. At present, the Water and Wastewater Funds plan to replace one light ¾ ton utility truck and an air compressor with various attachments. Funds have also been set aside for the replacement of the oldest of the District's backhoes, which has been serving the District since 1979.

Water System

The largest Water project for FY2021-22 is the start of the construction phase of the proposed 4.5 million gallon new storage tank. \$250,000 of that amount is for the purchase of the property where the tank will be located. The project is expected to be approximately 40% complete in FY21-22, with \$4.13 million expended, of which 75% (\$1.03 million) will be grant funded. Other funding is being sought for the balance.

\$500,000 is budgeted for a recoating project scheduled this year. Each tank recoating cycle is approximately 20 to 30 years for preventative maintenance to avoid corrosion and maintain structural integrity. Other projects currently proposed for the Water Fund include funding for upgrading the Cochran generator (\$50,000); \$8,000 to upgrade the computer used for reading meters; and \$8,000 to replace the pump and motor at Blake station. 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.

\$1,000,000 will be set aside for the Water Main Rehabilitation/ Replacement Project, per the last Board approved Rate Study. Other projects that need to accumulate Repair & Replacement reserves for future execution include: the Mad River crossing, upgrade of the Digital control and radio telemetry system, and replacement of the McCluski Tank, though grant funding will also be sought for this project.

Wastewater System

\$240,000 is still being set aside annually to pay for the next bio-solids project, which should occur on a five-to-seven year cycle, which is expected to take place this year. \$55,000 has been set aside to fund the new National Pollutant Discharge Elimination System (NPDES) permit studies that will be part of the new permit requirements. The \$1,000,000 showing as budgeted for the Wastewater Mainline Rehabilitation/ Replacement Project will not be directly spent. Rather, it is a set-aside to build up reserves for the replacement project.

The under-crossings project budget portion for the current fiscal year is \$2,260,000, with the balance being budgeted for next fiscal year. Of that, the District is responsible for 25% with the rest being grant funded. The remaining \$1,250,000 for the Micro-grid Solar Project being constructed at the Wastewater Management Facility will also be funded by the State Revolving Fund: half grant and half low-interest loan. A Repair & Replacement reserve has been designated for continuing as-needed replacement for pumps and generators.

The remaining projects are for smaller dollar amounts. Replacement of recirculation valves (\$15,000), another \$10,000 for lab cabinets, \$51,000 for pond armoring, \$5,000 for an underground pipe locator and camera, and \$6,000 for a secondary effluent motor. 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

\$75,000 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. \$400,000 has been budgeted for purchase of the property behind the District offices if it ever comes up for sale. \$11,000 has been set aside for the regular upgrade and replacement of office equipment and printers. An additional \$8,000 has been added for AutoCAD software.

Reclamation (Fischer & Pialorsi Ranch)

\$100,000 has been budgeted for two projects. One is to populate a portion of the ranch with trees for the Biofiltration (Tree Farm) project. The other is to restore the perc ponds into suitable off-stream habitat for salmon and other aquatic species. This is a grant-funded project, with the grant administered by CalTrout. Replacement and maintenance of underground valves and piping is scheduled, along with irrigation pipes and fittings, and improvements on the Pialorsi house, and \$10,000 for a furnace at the Fischer house.

Small Equipment and Other

Evaluation and possible replacement of the GPS surveying equipment is scheduled in 2021-22 for \$20,000 if needed. Various types of emergency equipment comprise the rest of this line item.

Streetlights

\$40,000 is set for a pole inspection scheduled for fiscal year 2021-22. Replacement of some failing photocells is also scheduled, with a \$7,000 budget.

Note on Attachment 1 – 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 3, 2021

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.A **Support Services – Jan – Feb 2021 Report**

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

TYPE OF ACTION: **None**

FINANCIAL, AUDIT, & BUDGET INFORMATION

The District has \$1,110,832.56 to date in the Trust Account for the next Biosolids Disposal project.

Customer adjustments at January month-end total \$36,601.21, which represents 87.1% of the annual \$42,000 budget for this sub-item. (GL# 501/551-62120)

Total Board Travel as of Dec 31, 2020 remains at \$670.00 which is 3.8% of the approved \$17,500 budget for this item. (GL# 001/005/501/551 62090/62155-888)

Audit/Budget Update:

The Audit was approved by both the Audit Committee and the Board approval at the February 2021 Board meeting. It has been posted to the District's website and provided to those lenders and insurers who requested a copy.

The draft Capital projects budget for the Operations Department will be presented to the Board for discussion and review at the March 2021 Board meeting. The remaining schedule for the Board to review components of the 2021 Budget before final approval is as follows: Parks draft operating budget in April, Water & Wastewater draft operating budget in May. The final completed Budget will be presented for approval in June, before the start of the new fiscal year in July.

Treasurer's Report Highlights:

Water Fund capacity fees collected through January totaled \$84,959.10. Wastewater Fund capacity fees of \$161,686.00 were collected through the end of January. No capital contributions have been received yet in FY2020-21. 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.

The Balance Sheet

The Balance Sheet shows the assets and liabilities for each major Fund. Assets are listed first, in the order of liquidity. Subtotal lines are provided for the major categories of assets: cash and cash equivalents, accounts receivable, and prepaid expenses. Capital asset totals are listed last. Liabilities are shown in the next section. Current liabilities consist of Accounts Payable and Payroll Payables. Long-term debt and other non-current liabilities are listed for the Water and Wastewater Funds.

Of note is the fact that the governmental funds do not show either non-current assets or non-current liabilities. Generally Accepted Accounting Principles and the Government Accounting Standards Board both require a modified accrual basis of accounting for governmental funds. That means current financial resources are set against current financial requirements, and long-term assets or debt are listed separately. In this case, a net total value for General Capital Assets is shown at the bottom of the Balance Sheet report. General Long-term Liabilities are also shown there, including a summary of the actuarially calculated Pension and Other Post-Employment Benefits (OPEB) liabilities.

OTHER UPDATES

The governor's order to suspend non-payment lock policies remains in effect, and we are seeing slightly more impact, even with staff's continued, concerted attempts to keep people at least reasonably current on their water bills. The current lock list remains longer than normal, but most customers are attempting to pay what is owed. Potential additional bad debt is still being reported as part of the Accounts Receivable total, and has not yet been written off, simply due to the uncertainty of the current situation. It is unknown when or if the governor will rescind the non-lock order. This may cause a spike in the Bad Debt budget detail line by the end of FY 20-21.

Parks Department program revenues were based on the estimation that the pandemic restrictions affecting recreation programs would be lifted during Fiscal Year 20-21. The governor has not lifted the restrictions, and in some cases has increased them. This circumstance will result in a budget line difference greater than 10%, which requires a formal budget modification to be approved by the Board. This is planned for presentation to the Board at the May meeting.

McKinleyville Community Services District

BOARD OF DIRECTORS

March 3, 2021

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.B **Operations Department – January 2021 Report**

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

TYPE OF ACTION: **None**

Water Department:

Water Statistics:

The district pumped 38.9 million gallons of water in January.

Three water quality complaints were investigated and rectified.

Daily, weekly and monthly inspections of all water facilities were conducted.

Double Check Valve Testing:

Annual routine testing was conducted on Route 1 along with a minimal number of retests. Customers with failed DCV's were notified to make repairs and call the office to schedule a retest. The semi-annual well cap inspections were also completed to verify customers well caps are still in place. Any wells found to not be capped require a DCV or cap repair.

Average and Maximum Water Usage:

The maximum water usage day was 1.6 million gallons and the average usage per day was 1.2 million gallons.

Water Distribution Maintenance:

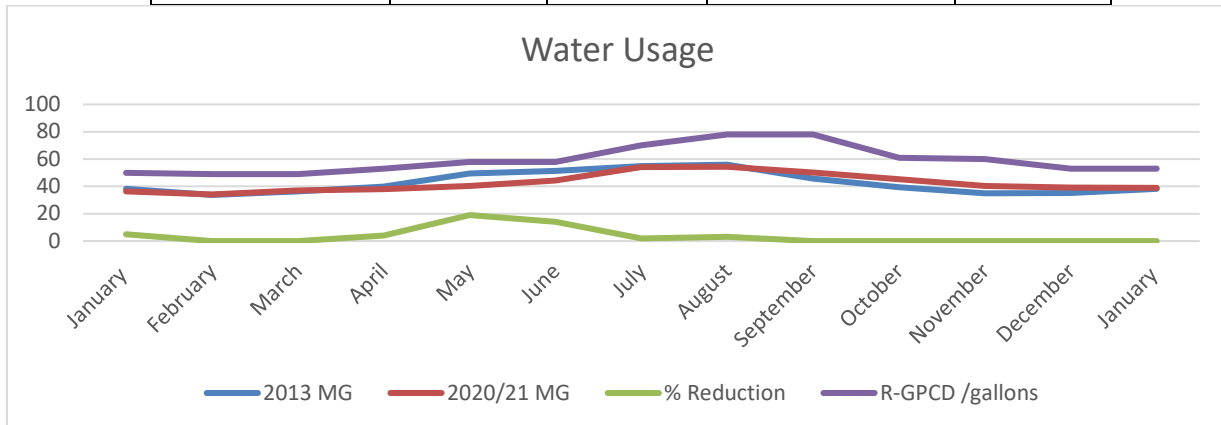
Weekly Bacteria Samples were collected on Schedules 3, 4, 5, and 6 which represent different locations in the water distribution system. The schedules are made up of a sample taken in each pressure zone. A fire hydrant pad was replaced on Nursery Way due to vehicle colliding with hydrant and breaking the pad. A water service leak was repaired on Jefferson Road and another one on Bates due to bad crimp in the pipe from past repairs. Several meters were repaired due to gophers chewing through the radio wires. These are found during meter reading and the radio sending a tamper code. Annual valve exercising continues. All valves in the District will be exercised to keep them operational. A report is populated for each valve and any valves that have issues are flagged for repairs.

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.

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)	2020/21 (MG)	% Reduction	R-GPCD
January	38.241	36.457	5	50
February	33.751	34.130	(-1)	49
March	36.244	37.145	(-2)	49
April	39.755	38.065	4	53
May	49.407	40.355	19	58
June	51.337	44.200	14	58
July	54.757	54.111	2	70
August	55.908	54.366	3	78
September	45.702	50.074	(-8)	78
October	39.439	45.279	(-13)	61
November	34.879	40.336	(-13)	60
December	35.203	39.076	(-11)	53
January	38.241	38.974	(-2)	53



R-GPCD = Residential Gallons Per Capita Day

New Construction Inspections:

Imeson Court: Avaral plans have been reviewed and commented. Engineer sent corrected plans back to staff for review and approval. Waiting for construction to start.

Sewer Department:**WasteWater Statistics:**

29.6 million gallons of wastewater were collected and pumped to the WWMF. 39.7 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. Staff shimmed all pumps, washed the wet well and lubed pumps and motors at the B Street and Fischer lift stations as part of the quarterly maintenance. The quarterly wet well washing is done to remove grit, grease and rags from getting sucked into the pumps and causing pump failure. The washing also helps reduce hydrogen sulfide from building up on the concrete walls, which affect the integrity of the well casing. A check valve was also replaced at Fischer during this time.

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 clearing the Sharon Right of way, which run from Azalea to Bartow. This involves string trimming and mowing the 20' easement which straddles the sewer main. The sewer flow totalizers (Smart Covers) have been rotating through the collection system to collect wet weather data and have been monitored via web portal. String trimming and brush clearing was also performed on the Meadowbrook Right of Way.

Wastewater Management Facility:

Daily and weekly maintenance continues at the treatment plant to perform required service on the equipment. The brushes were replaced on the headworks as part of the preventative maintenance. One of the secondary effluent pumps was repaired due to motor failure. Repairs were also made on one of the Basin actuator valves due to not functioning properly.

Daily Irrigation and Observation of Reclamation Sites:

Discharge has been going to the River discharge since January 4th. Irrigation pipe has been picked up and placed in storage until we go back to land application.

Street Light Department:

No streetlights issues were reported.

Promote Staff Training and Advancement:

Weekly tailgate meetings and training associated with job requirements. Staff received training on Sexual Harassment, Risks of Asbestos and Chemical Safety tips.

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.
Quarterly well samples as required by the NPDES permit.
Staff is still separated into teams to avoid possible COVID spread within the staff.
Staff attended Micro-grid progress update meetings.
Staff attended meetings to discuss the Community Forest.
Reviewed 4.5 MG Tank Project documents and provided comments.
Reviewed Tesla battery project design for Fischer and North Bank Stations
Submitted Annual Wastewater report to Regional Water Quality.
Annual water discharge report was submitted to Water Board
Performed Individual Development Plan meetings with staff.
Participated in tours with new Board members.
Met with Finance Director and General Manger to work on Draft CIP

GIS:**Plans and Programs**

- 5-Year review of Urban Water Management Plan
 - Compiling PG&E usage data.
 - Compiling customer data (number of connections by connection type and usages)
 - Continue to attend webinars
- Completed MCSD COVID-19 Prevention Program
- Completed MCSD COVID-19 Policy Draft
- Began drafting EPA Public Safety Power Shutoff SOP

Maps Completed/General GIS

- 60 E Ridge Ln maps and research for facilities
- Redwood tank fire flow analysis and research (for grant).
- Extracted Manhole and Cleanout inspection data for Erik's review.
- Created maps of the Community Forest
- Map of parcels served by redwood tanks
- Lonestar subdivision map
- Labrador Ln facilities research

Misc. Work Completed

- CalARP RMP Review
- Upload documents onto website

- Smart cover meeting and presentation
- Scan O&M manuals
- Doc Star search for Deeds and Coastal Construction Permits

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McKinleyville Community Services District

BOARD OF DIRECTORS

March 3, 2021

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.C **Parks & Recreation Director's Report for February 2021**

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

TYPE OF ACTION: **None**

TEEN & COMMUNITY CENTER-BOYS & GIRLS CLUB PARTNERSHIP:

Staff continues to meet with BGCR staff weekly. The Teen Club has open Monday- Friday 12:00pm-5:00pm. Attendance at the teen center continues to increase.

PARK AND RECREATION COMMITTEE:

The Park and Recreation Committee (PARC) meeting on February 18, 2021 was held over Zoom due to COVID-19. The notes from the meeting can be reviewed in **Attachment 1**.

COMMUNITY FOREST UPDATES:

Staff continues planning and preparing for the acquisition of a Community Forest.

Staff met with the adhoc community forest committee on February 8, 2021 and discussed immediate next steps. The notes from that meeting can be reviewed in **Attachment 2**. The committee discussed a need for consistent messaging to the public and developing some talking points for staff, board and committee members to use when speaking to the public about the community forest project. The talking points staff developed are:

- MCSD cannot and will not begin any Community Forest development projects before the property transfer is complete.
- MCSD will not begin any development projects until a Community Forest Management plan is in place.
- Formal Public access to the forest is not likely within the next two years. There is a lot of planning and research that the District will need to do before the Community Forest can be formally accessed by the public.
- Updates on the Community Forest project status will be made at monthly Park and Recreation Committee meetings as well as at monthly MCSD Board of Director meetings. The public is welcome to attend these meetings to get the most recent information on the project.

Staff met with TPL and GDR on February 1st. It was the first of a regular monthly meeting. GDR and TPL shared their estimated timeline for the acquisition and transfer of the community forest property to MCSD. The completion of the transfer is anticipated in summer of 2022.

We are still awaiting the agreement from North Coast Resource Partnership for the technical assistance grant for the writing of a community forest management plan.

RECREATION PROGRAM UPDATES:

The Recreational Afternoon Program is running smoothly currently serving 18 elementary school children per day. The program ran for full days during the week of February 15th-19th

Staff are currently working on the submissions for the Statewide Park Development and Revitalization Grant application due March 12, 2021. The application for the Pierson Park Expansion and Renovation Project requesting \$4.1 million, was submitted on February 22nd. The project includes construction of the skatepark, expansion of Azalea Hall, construction of a half-court basketball court and renovations of the playground, the restrooms, the community garden and the park landscaping. The application for the development of a BMX Track and Park at the School Rd. and Washington Ave. property is still in process. Staff completed the public input meeting process on February 6th and is now compiling the data into the application questions.

We are currently hiring Leaders for our Recreation in the Afternoon Program as well as the MUSD Expanded Learning Program that will offer support and assistance during the school day to students participating in distance learning classes.

Staff hosted the first virtual Paint Night class on February 10th. The class had 6 participants, two of which joined the class from out of the state. The next classes will be held on Wednesday, March 10th and Saturday, April 24. Classes will be held virtually until it is deemed safe to host classes in person again.

PARKS & FACILITY MAINTENANCE:

Several open space zones received mowing, hedging and weeding maintenance and detention basins received clearing as part of the Open Space Maintenance Zone agreements. Trees were trimmed at Hiller Park, trails, and botanical garden. The Parks crew and NHES continue the routine schedule for maintenance on Central Ave. landscaping. Staff continues to keep up with daily/weekly routine facility and vehicle maintenance. Monthly inspections were conducted on all facilities and Open Spaces. Unit 4 Parks Truck, the aerator, air compressor received needed repairs. Needed replacement swing parts for both the Hiller Park and Pierson Park playgrounds were ordered and swings will be reinstalled as soon as parts arrive.

HUMBOLDT STATE CAPSTONE PROJECT

Four students from HSU have selected to work with MCSD on an Ecological Restoration Capstone project this semester. The project will entail students surveying and mapping both the North Bank River property and the Hewitt Ranch property, taking an inventory of native and critical plant species as well as invasive plant species on each property, and developing a plan/strategy for the removal of invasive plants. Staff met with the students on February 19th and outlined the project deliverables.

OTHER UPDATES:

- Staff completed annual Individual Development Plans.
- Staff completed the 2021 Spring/Summer Newsletter and Activity Guide (**Attachment 3**). It was printed and mailed to residents the week of February 15th.

- Staff reviewed the new guidelines for the provision of youth and adult sports programs released by the California Department of Health on February 19th and began making a plan for resuming sports programs in the coming months.
- Staff continues to work with the community members interested in developing a BMX track at the Washington Ave.-School Rd. property. Staff worked with the BMX community to host a series of public input meetings to gather input on park design elements to be included in the Prop 68 SPP grant application. A presentation on the project was given to the McKinleyville Municipal Advisory Committee on February 24th.
- The Recreation Director continues to plan and facilitate a series of communication skills workshops for all District staff. These are monthly workshops conducted in small groups. The communication skills topic will culminate in one to two more sessions.
- Staff met and began the annual renewal process for Measure B.
- Staff attended Board meetings for board service on both the McKinleyville Chamber of Commerce Board of Directors and the Boys & Girls Club of the Redwoods Board of Directors.
- Staff continues to provide administrative support to the Support Services Dept.

ATTACHMENTS:

- Attachment 1—PARC Meeting Notes 2-18-21
- Attachment 2—Adhoc Community Forest Committee Notes 2-8-21
- Attachment 3 – 2021 Spring Summer Newsletter and Activity Guide

Thursday, February 18, 2021

6:30pm

Recreation Advisory Committee Meeting

NOTES

Members Present: Johnny Calkins, Ben Winker, Jeff Dunk, Scott Binder, Laura Bridy, John Kulstad, Charlie Caldwell,

Members Absent: Beth Frink, Chad Sefcik

Guests: Wendi Orlandi, Joellen Clark-Peterson, Pat Kaspari

Meeting Notes:

Communications:

- MCSD Job Opening in Support Services Dept.

Public Comment:

- None

Recreation Director Report

- Staff have been working with the BMX community to host a series of public input meetings for the design and development of a BMX Track & Park for which staff will be seeking grant funding from the Prop 68 funded Statewide Park Development and Community Revitalization Program. Staff has prepared and uploaded much of the SPP grant application for the Pierson Park Expansion and Renovation project and is currently drafting the narratives for the BMX Track and Park application.
- Staff facilitated staff development workshops for District employees.
- Staff continue providing the Recreation Afternoon Program to 16 elementary age school children. Staff is providing a full day program February 16th -22nd.
- Staff prepared the Spring-Summer Newsletter and Activity Guide. It will be printed and mailed the week of February 15th -22nd.
- Park Maintenance staff provided routine maintenance to several OSMZ's and all parks and facilities.

BMX Track & Park Project:

- Staff reported on recent public input meetings, and the progress of the Prop 68 SPP grant application.
- A presentation to the MCMAC will take place on February 24th.

Community Forest

- Staff reported on recent meeting of the adhoc Community Forest Committee and the next steps being taken by that committee.
- Staff reported on the estimated property acquisition timeline for TPL and GDR.
- Staff reviewed public messaging bullet points that staff, board members and committee members should use to respond to inquiries from the public.
 - The following bullet points contain what MCSD staff and Board members are consistently messaging to the public regarding the Community Forest project:
 - As of right now MCSD does not own the property. Transfer of the property to MCSD will not be complete until Summer of 2022.
 - MCSD cannot and will not begin any Community Forest development projects before the property transfer is complete.

- MCSD will not begin any development projects until a Community Forest Management plan is in place.
- Formal Public access to the forest is not likely within the next two years. There is a lot of planning and research that the District will need to do before the Community Forest can be formally accessed by the public.
- Updates on the Community Forest project status will be made at monthly Park and Recreation Committee meetings as well as at monthly MCSD Board of Director meetings. The public is welcome to attend these meetings to get the most recent information on the project.

Budget Review

- Staff presented modified budget projections for the remainder of FY 20-21 based on the fact that Recreation Programming and Facility rentals were not able to resume in January as had been predicted in the original fiscal year budget process. The projections presented were based on actual revenue and expense data from July 2020 through December 2020. There are several unknowns that could not be predicted and so the projection is very much an estimate.
 - The projected modification shows a 38% loss in revenue compared to the end of FY 19-20.
- Staff presented the DRAFT Parks & Recreation CIP budget for FY 21-22 to the PARC members.
 - It was the same DRAFT that was presented to the MCSD Board on February 3, 2021.

Report on Actions of MCSD Board

- Staff reported on actions taken by the Board of Directors on February 3, 2021
- There were no comments or questions on the report.

AdHoc Committee Reports:

- Hewitt Ranch—No report
- Skate Park—HSC's Headwater's Fund grant application made it to the 3rd round of reviews. Notification is anticipated in March. A Coast Central Credit Union grant request was submitted. Engineers are currently responding to County questions for the permit application.
- School and Washington Property—no report
- River Property—no report
- Fischer Ranch Estuary project—Still awaiting the Coastal Development permit.
- BMX— See notes on above

Agenda Items for next meeting:

- Community Forest
- BMX Update

Adjournment:

- Adjourned: 7:05pm

2-8-19

Community Forest Adhoc Committee Meeting Notes

Present: Pat Kaspari, Dennis Mayo, Greg Orsini, James Henry, Jens Andersen, Lesley Frisbee

I. Status of tasks assigned on Jan. 19, 2021:

- Pat & Lesley met with Green Diamond and TPL
 - Discussed the timeline for property acquisition. GDR is hoping that the property acquisition can happen in tandem with TPL's acquisition of the conservation easement property to the east of the designated community forest property. However that conservation easement project is currently not funded. TPL is seeking funding for that purchase.
 - It's anticipated that the property transfer will be complete by summer of 2022.
 - Discussed GDR permit allowing MCSD to access the community forest property prior to the acquisition of the property.
- Greg reported on his conversation with Merv George Jr.
- Committee received an updated DRAFT of the Community Forest Committee description for the MCSD Rules and Regulations.
- Pat reported on conversation had with Adam Canter of the Wiyot Tribe.

II. Committee Formation & Timeline:

- Given the timeline for property acquisition between GDR and TPL, the adhoc committee discussed extending timeline formation of the formal Community Forest Committee.
 - Planning to finalize the committee by fall of 2021.
- The need for consistent messaging about the project and the timeline was identified. Lesley tasked with developing a list of bullet points for all to use when communicating to the public about the project.

III. Next Steps—Short term planning horizon (2-4 months)

- Continue regular meetings with TPL and GDR
- Pat to work on CEQA requirements and learning what is required of MCSD for the acquisition and transfer of the property from TPL to MCSD.

IV. Next Meeting:

- Monday, March 8, 2021, 1:00pm



2021

Spring-Summer

Newsletter and Activity Guide





Board of Directors

Dennis Mayo, *President*
David Couch, *Vice President*
Scott Binder, *Director*
Joellen Clark-Peterson, *Director*
Gregory Orsini, *Director*

General Manager

Patrick Kaspari

District Office

1656 Sutter Road
McKinleyville, CA 95519

Office Hours

Monday - Friday
9:00 am - 5:00 pm
www.mckinleyvillecsd.com

Water-Sewer-Streetlights Office

Phone 707-839-3251
Fax 707-839-8456
Emergency Phone 707-601-9241

Parks & Recreation Office

Phone 707-839-9003
Fax 707-839-5964
Parks Maint. 707-599-9355

Online Registration

www.rec.mckinleyvillecsd.com

On the Cover

Double Rainbow over MCSD Trucks at the Wastewater Treatment Facility.

Americans With Disabilities Act

McKinleyville Community Services District makes every effort to comply with the Americans with Disabilities Act. If you require special assistance for participation in our recreation programs, please notify staff at the time of registration or call 839-9003.

A Message from the General Manager

I am loving the opportunity to serve as the General Manager of the District, and still, by far, the best thing about this job is the MCSD Staff. I simply can't say enough good things about them. They have truly made it a pleasure to get to know them, and I encourage all of you to talk to them (socially distanced of course) whenever you get the opportunity. I am confident you will agree with me. You have a great Team working for you McKinleyville!

It is amazing how busy it is around here. There is not only the day-to-day running of the District to make sure the water, sewer, parks and streetlights keep working, but as I talked about in the last Newsletter, we have a lot of major projects going on. The design for a new grant funded solar Microgrid station for the Wastewater Management Facility is moving forward and should go to construction this summer. The free battery banks from Tesla for our main water pump station and our main wastewater pump station should also get installed this summer. The initial design and environmental studies for our grant funded 4.5MG water tank are almost completed. The design and final permitting for this tank should be done this year and go to construction in 2022. The grant funded replacement of the three sewer crossings of Highway 101 is also moving forward, and the design and permitting for that project should also be done this year, with construction in 2022.

As discussed elsewhere in this Newsletter there are also many potential developments in the Parks & Recreation Department as well. One Parks & Recreation development that I do want to focus on is the Community Forest. As many of you have likely heard, the California Natural Resources Agency awarded a \$3.8M grant to Trust for Public Lands to create the McKinleyville Community Forest. The 553-acre tract is located along the eastern boundary of McKinleyville and lies south of Murray Road, extending to near Hunts Drive. The property is currently owned by Green Diamond Resource Company. The grant will be used by Trust for Public Lands to purchase the property and transfer it to MCSD for the formation of the Community Forest. There are all sorts of tasks to accomplish for the purchase, and the actual land transfer will hopefully occur in the Spring/Summer of 2022. So, it is going to be a while before you are able to hike around the McKinleyville Community Forest. Meanwhile, now that we know we are getting the grant, there is all sorts of planning that the District is working on. One of the first things we are doing is forming a Community Forest Committee that will be making recommendations to the MCSD Board of Directors. We are reaching out to Foresters, Parks and Natural Resource

(A Message from the General Manager Continued)

professionals, the Tribes, the McKinleyville Municipal Advisory Committee, the Parks and Recreation Committee, and the Public to find volunteers to serve on the Community Forest Committee. We will be getting a formal invite out to the General Public in the next few months asking interested individuals to submit applications for review and selection. This is going to be a Working Committee as there are also all sorts of challenges to address including: access points; trail layouts; trail usage; signage; funding; etc., etc., etc. One of the most important jobs of this Committee is going to be reaching out to the greater McKinleyville Community to solicit input on all of these items and synthesize all that information down into recommendations for the MCSD Board. Look for information on Public Meetings that should be coming out soon. If you want to make sure you don't miss any information on the Community Forest (or other programs we have going on) go to our website (mckinleyvillecsd.com) and under the "Contact Us" tab, sign up for email updates. There are all sorts of interesting things going on at the District and that is one easy way to keep informed! Feel free to give me a call as well if you have any questions on anything District related.

With Best Regards,
Patrick Kaspari, General Manager

Community Builder Award

The "Community Builder Award" is an award the District presents to local individuals, businesses, and organizations for their volunteer service, sponsorship, promotion of programs and events, outstanding service in the interest of the District, and for other contributions significant to McKinleyville's quality of life.

District staff has identified Hooven & Co., Inc. as a worthy recipient of this award for their dedication to the community through donations and service. Hooven and Co., Inc. was established in 1977 and has been dedicated to making McKinleyville a better place. The Hoovens were born and raised here, attended school, and played sports in McKinleyville. They have dedicated their time with volunteering and fundraising for over 30 years and always bring a positive attitude.

They are one of the District's resources when it comes to emergency responses and have gladly responded when in need.



Inside This Issue

- 3 **Community Builder Award**
Congrats Hooven & Co., Inc.
- 4 **New Board Directors**
Meet the three newest Board Directors!
- 4 **Employee of the Year**
Congrats Drew Small!
- 5 **A Note From Arcata Fire**
Check out the message from Fire Chief McDonald
- 5 **Years of Service Recognition**
Thank you all for your service!
- 6 **Parks & Recreation Activity Guide**
Read a message from the Recreation Director
- 6 **Facility & Park Rental Info**
Still currently unavailable.
- 7 **Virtual Paint Night**
Sign up today!
- 8 **Upcoming Public Meetings**
Be engaged with your community representatives

Meet the Newest Directors on the MCSD Board



Scott Binder – You may know Scott from his large presence online. Director Binder is very community minded and is a part of many community organizations. He is looking forward to fulfilling the District's mission that he has been entrusted by the rate payers for the next four years – to serve the community in an environmentally and fiscally responsible manner. He is also especially excited to be a part of the development of the McKinleyville Community Forest.



Joellen Clark-Peterson – Joellen is excited to learn more about what makes McKinleyville and, in particular, MCSD unique and important to the community. She is eager to understand the ins and outs of local government and hopes to serve MCSD and the Board to the best of her abilities over the next two years.



Greg Orsini – You may remember Greg from his tenure as the General Manager of MCSD. While Director Orsini is currently retired, he wants to be fully involved in continuing to make MCSD the trusted local agency that the community has come to know and love. Director Orsini brings a unique view to the Board as former General Manager and will provide strong leadership for the future of the Board.

Employee of the Year

Each year, McKinleyville Community Services District (MCSD) employees vote for Employee of the Year. This award and recognition were started by Norman Shopay in 2009.

The employee of the year is a person who has brought about significant positive change, eliminates obstacles in achieving District goals and objectives, is resourceful, contributes constructively, is innovative, exceeds expectations, inspires others, proactively identifies and resolves challenges. The employee of the year is chosen through a secret ballot by their peers as judged upon merit. The 2020 Employee of the Year Award goes to Drew Small.

Drew is very much appreciated and admired by his peers. His hard work at the Wastewater Management Facility has most definitely not gone unnoticed. He takes responsibility and ownership of the treatment process, strives to be the best he can be, and really takes pride in a job well done. He is a natural leader and inspires others. His solutions-oriented attitude helps to make the work of the district more efficient and effective.

Drew also has a lifelong love of learning and approaches it with passion. He continues to strive for perfection and has the certifications to prove it. Drew's goal is to move up through the District to someday be the General Manager, and we have no doubt that he will accomplish that some day.

Drew will hold this distinction for the 2021 calendar year with a new employee of the year crowned at the end of 2021.



A Note From Arcata Fire District

Hello friends and neighbors,

I am Justin McDonald, the Fire Chief of the Arcata Fire District. The District proudly serves the communities of McKinleyville, Manila, Bayside, Jacoby Creek, and Arcata. I would like to say thanks to MCSD for providing this opportunity to provide a fire District update to the community regarding the status of Measure F activities.



First, and most importantly, the District will not receive the funding from Measure F until January 2022. Although the new tax was approved during 2020, the current fiscal year tax bills had already been processed and sent out to the property owners in our District. This means that the tax could not be included in this fiscal year and the District will have to endure one more budget cycle of tight revenues.

A second reason I am grateful for this opportunity is to be able to inform the communities of the situation with reopening the third station. Due to our current low staffing levels, this process cannot be a quick one. Operationally, the District is short-staffed, and by March will have lost 1/3rd of our career firefighters to jobs elsewhere. Without enough firefighters to safely, or contractually, staff more engines, we cannot open the third station permanently. The District is in the process of an open recruitment to fill these vacant positions, intending to have new employees starting their training shifts by May. The Measure F funded recruitment will start July 2021, at the beginning of our new fiscal year. Expanding our operation to open the third station is not as simple as hiring an entry-level firefighter; we have vacancies in all ranks/positions of the organization that will also need to be filled. We will be conducting promotional exams concurrently with the recruitment of new firefighters. In addition to the time it takes to advertise and interview potential candidates, all new employees must go through a background check, health exam, and a new hire academy. This process can easily take six months to accomplish.

Finally, The District Board will be developing the Measure F "Citizens Review Committee." Once the parameters of the committee and selection process are settled, we will be looking for community members to participate in this oversight group.

Regular updates will be provided as new information becomes available. Please check our website and social media for these updates regarding our hiring process and any other information related to Measure F funding.

Recognition of Service

This past year we have recognized three employees for hitting Years of Service mile-stones with the District. They were all presented Resolutions at our regularly scheduled Board of Directors' Board Meetings. Resolution 2020-02 recognized, honored, and commended Diane Sloane for her twenty-five (25) continuous years of service. Resolution 2021-04 recognized, honored, and commended Jens Andersen Sloane for his fifteen (15) continuous years of service. Resolution 2020-19 recognized, honored, and commended Jennifer Olsen for her ten (10) continuous years of service.

Diane has demonstrated unwavering loyalty, commitment, and dedication. She lends her talents, experience, and leadership to the District, having capably served our customers as a Customer Service Representative and Assistant Business Manager, and equally capably served her fellow employees as manager of Payroll and Human Resources. She has always been dedicated and steadfast in the accomplishment of her duties to the District and her fellow employees, turning in timely, accurate payrolls and expertly providing clear, reliable decision-support information to the General Manager and Department Heads.

Jens continually demonstrates a commitment and dedication to the recreational needs of our community. He lends his knowledge of recreation and programs to enhance and progress the MCSD Parks and Recreation Department. He exhibits attributes that make him a valuable member of the MCSD team and has made significant contributions to recreation programs he is responsible for. Jens is genuinely dedicated to providing quality, positive experiences for youth and families in our community.

Jennifer has demonstrated an outstanding level of commitment and dedication. She lends her skills, talents, and experience to a variety of duties including Customer Service Representative, Customer Service Specialist, and Accounts Payable. She regularly provides information to assist many of the District's ratepayers and generates high-quality decision-support information for the General Manager and other Departments. She has learned, revised, or created many internal procedures that make Support Services more efficient, and has trained other employees in these procedures so that invaluable process knowledge is not lost.

Parks & Recreation Activity Guide

Parks and Recreation Seeks Grants for Park Developments and Renovations.

The California Statewide Park Program funded by Prop. 84 and then Prop. 68 is currently accepting applications for the fourth round of funding since the program began in 2008. MCSD Parks and Recreation will be submitting two applications for this round of funding. We submitted an application for the third round of funding, for the expansion and renovation of Pierson Park. That project was not funded in that round; however, we were encouraged to resubmit the application for this round.

The Pierson Park Expansion and Renovation project, if funded, will allow MCSD to construct a skatepark, expand and renovate Azalea Hall, completely re-design and replace the playground, add a half court basketball court to the park, renovate the community garden, make landscape improvements—including planting trees along the northern border to create a wind break, renovate the park restrooms and make interior improvements to the Activity Center. The project is large in scope and is estimated to cost almost \$4 million dollars to accomplish.

Additionally, we are preparing an application to fund the development of the District owned 3-acre parcel at School Rd. and Washington Ave. into a BMX track and park. BMX enthusiasts approached District staff in 2019 seeking a location to build a track. Humboldt Skatepark Collective has joined the endeavor and is serving as the umbrella non-profit for this project, working in partnership with the BMX Community and the District in fundraising, design and permitting. A series of public input and information meetings have taken place to gather input on various park design considerations including layout, recreation features, safety, accessibility and landscaping. In January 2021 the MCSD Board of Directors approved a Right of Entry and Design Agreement between Humboldt Skatepark Collective and MCSD for the development of a design for the track and park.

These grant applications are due on March 12, 2021 and award announcements are anticipated in June 2021. If funded, the Parks and Recreation Dept. will have to complete the projects by 2025. It's exciting to think that McKinleyville could possibly have two new outdoor recreation options available to the community in the near future. We will continue to seek public input and participation in the planning and development as these projects move forward. The Statewide Park Development Program is one potential funding source. If the projects do not get funded through this program, staff will continue to seek other funding sources, as the completion of these projects will help us meet the goals and desires of the community as outlined in the 2019 Parks and Recreation Master Plan.

Facilities & Facility Rentals

Currently unavailable. We have facilities available to rent for all your special event or meeting needs. For information regarding rental policies and procedures, please contact the Parks and Recreation office at 839-9003, or check out our website at www.mckinleyvillecsd.com/facility-rentals.



Parks & Picnic Area Rentals

Picnic Areas currently CLOSED. We have park picnic areas available to rent for all your party needs. Each picnic area is equipped with tables and a BBQ. For more information please contact the Parks and Recreation office at 839-9003, or check out our website at www.mckinleyvillecsd.com/park-rentals.

Parks & Trails are OPEN! Please get outside and enjoy the sunshine in our Parks and on our Trails, just maintain social distancing!



Advertisements

Place your Advertisement Today! We direct mail this full color guide to over 5,000 McKinleyville residents and it is available to pick up at many locations throughout McKinleyville. It is also viewed on our website and is emailed to over 1,500 of our customers. Three Newsletters and Activity Guides come out each year and you can advertise in all three for as little \$160!!! Call the office today to place your ad at 707-839-9003.

‘But...I’m Not an Artist’ Virtual Paint Night

We have decided to give our very popular in person class a go virtually! So you're not an artist, but you always wanted to try painting? McKinleyville Parks & Recreation has the class just for you! No experience necessary. All materials are provided. Step-by-Step instructions, assistance and lots and lots of encouragement will be provided. This is a great opportunity to get in touch with your creative side and try your hand at acrylic painting. Each class will result in a complete painting. Grab a friend and a bottle of wine (BYOB) and join our staff for some playful painting. Class participants will join via zoom, more info on this will be given after registration.

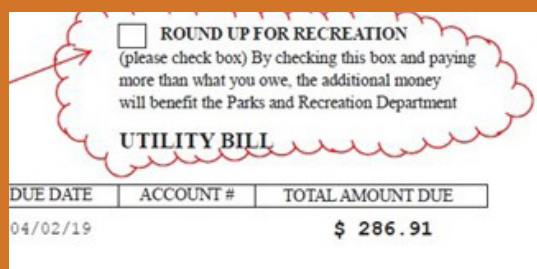


Virtually | \$20R/\$25NR
March 10 | 7pm-9pm : Colorful Flowers
April 24 | 4pm-6pm : Painting TBD
May 27 | 7pm-9pm : Painting TBD

Round Up for Recreation

Did you know that you can use your water and sewer bill to donate to your local Parks & Recreation Department? The McKinleyville Community Services District provides a variety of recreational activities and opportunities for community members of all ages. In addition to participating in recreation, McKinleyville residents can support their local Parks & Recreation Department by “ROUNDING UP FOR RECREATION” on their monthly sewer and water bills. “Round Up for Recreation” has nothing to do with killing weeds or herbicides. On the contrary it is a way to support our efforts to maintain our community without the use of herbicides and pesticides.

On the bill (see above right) you will see a small square which you can check to then round up to the nearest dollar or any dollar amount above the amount of your bill that you wish. That “rounded up” money contributes to the MCSD's recreation programs including the Youth Fee Reduction Fund. Rounding up is a simple and effective way to support recreation opportunities in your community. Your small contribution, when added to what other citizens are contributing, can make a big difference in our small community!



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Check it Out!

new heart

community church

Sundays 10:00am @ The Activity Center (Gym)

@ Pierson Park in McKinleyville
Children's programs too!

(707) 839-8015

www.newheart.com

United Methodist Church of the



Open Hearts. Open Minds. Open Doors.
 All are Welcome!

Worship Service - 10 am Sundays
 Includes Nursery (0-4 years), Sunday School (K-5th grade) and Youth Group (6-12 grades)
 Bible Study - 10 am Thursdays

1944 Central Ave., McKinleyville 707-839-5691

umc.joyfulhealer@gmail.com

Find us on Facebook or umc-joyfulhealer.org

McKinleyville Health & Karate Center

Working together for healthy bodies & healthy attitudes

707-839-5255

1944 Central Ave.,
 McKinleyville (at rear)

www.healthandkarate.com





McKinleyville CSD
 PO Box 2037
 McKinleyville, CA 95519

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Upcoming Public Meetings

MCSD Board Meetings are held at:
 Azalea Hall
 1620 Pickett Road
 McKinleyville, CA 95519

Recreation Advisory Committee
 (RAC) Meetings are held at:
 1656 Sutter Road
 McKinleyville, CA 95519

For more information please visit our
 website at
www.mcsd.com

February

3 MCSD Board Meeting 7:00pm
 18 RAC Meeting 6:30pm

March

3 MCSD Board Meeting 7:00pm
 18 RAC Meeting 6:30pm

April

7 MCSD Board Meeting 7:00pm
 15 RAC Meeting 6:30pm

May

5 MCSD Board Meeting 7:00pm
 20 RAC Meeting 6:30pm

June

2 MCSD Board Meeting 7:00pm
 17 RAC Meeting 6:30pm

July

7 MCSD Board Meeting 7:00pm
 15 RAC Meeting 6:30pm

**All meetings are subject to change, please visit our website at www.mcsd.com for the most up to date information.*

***At this time all meetings are being held virtually, please visit our website at www.mcsd.com for the most up to date information.*



McKinleyville Community Services District

BOARD OF DIRECTORS

March 3, 2021

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.D **General Manager's Report for March 2021 Meeting**

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

TYPE OF ACTION: **Information Only**

A summary of activity for the month of February 2021

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 =	\$3,328
• Repair SE Pump Motor	\$720
• Replace Aeration Basin Actuator	\$600
• Replace Fischer Pillow Block Pump 1	\$400
• Replace Fischer Check Valve Pump 2	\$400
• <u>Replace Fischer Door Vents</u>	<u>\$500</u>
TOTAL COST SAVINGS FOR FEB	\$5,948

The cumulative cost savings for the District to date from July 1, 2020 is \$132,887

District staff are recognized and commended for their continued efforts in looking for cost savings, the use of internal labor, and grant opportunities that result in real savings for the District, ratepayers, and the community.

COVID- 19 – As reported over the last few months, the District submitted a total of \$41,078.46 in claims to the Governor's Office of Emergency Services (CalOES) for Public Assistance for the State and Federally declared disaster FEMA-4482-DR-CA-COVID-19 Pandemic. Costs were associated with the purchase of personnel protective equipment, disinfectant, and employees' time. It looks like we are not going to get reimbursed for any of the computers or employees' time, reducing our claim to approximately \$9,000. We have not yet received any reimbursement from CalOES, although we have heard that they are processing the claim.

We have been told we will receive \$12,000 for the claim submitted to the County under the CARES Act to respond to COVID. However, we have not received the payment as of yet.

Some District Staff have received vaccinations. The Parks & Rec Staff associated with Early Childhood Education Programs have received immunizations. Other various Staff have also received immunizations through their involvement in outside activities. It does not appear that

the majority of Operations and Office Staff will be immunized in Phase 1b and will fall under the age-related immunization schedules.

As of January 25, \$85,426 has been tracked in staff time and expenses directly attributed to COVID-19. We will continue to track COVID related expenses and likely have an opportunity to submit an additional claim at the end of the disaster for additional material and hopefully the State and Federal government will pass additional relief bills, including those directly naming Special Districts.

4.5 Gallon Water Tank Project – The District continues work on this Project with Kennedy Jenks (KJ) and their subconsultants. KJ submitted the “Preliminary Design Report” and 30% Design Drawings. All of their other Phase 1 documents are complete except the Biological Reports and the Visual Impact Assessment Report.

As reported last month, the estimated construction cost is significantly higher than the value estimated in the grant application. KJ’s construction cost estimate came in at \$9.3M (\$10.3M including engineering and CM) or \$3.1M over the cost estimate submitted with the grant application. The grant was for a total of \$7.2M (\$5.4 Federal share and \$1.8M match). We have reached out to CalOES to see if there are additional grant funds available to cover the shortfall. We have been told there is additional funding, and the District has submitted a letter with the revised cost estimate and a revised Benefit Cost Analysis asking for an additional \$2.33M. This would represent 75% of the additional cost and the District would have to match that with \$777,000 above our original match commitment of \$1.8M. The total District match for the \$10,331,280 project would then be \$2,582,820. \$178,000 was budgeted for the engineering costs in this Fiscal Year, along with \$900,000 budgeted for Water Rehabilitation projects. The remaining are being budgeted for in the 2021/22 and 2022/23 Fiscal Years. We will wait until we get a response from CalOES and then bring back costs to the Board, including with the 2021/22 Fiscal Year budget.

District Legal Counsel, Russ Gans, Operations Director Henry, and GM Kaspari had a meeting with Doug Shaw of American Hospital Group in an attempt to finalize negotiations on the property purchase. It was a cordial conversation, and we made some adjustments to the proposed property purchase lines and will provide Mr. Shaw a copy of the wetlands study as well as the visual impact study when we receive them, but we have not yet come to a deal on the property needed for the tank.

Water and Sewer Mainline Master Plan Phase 3c – GHD is working on the methodology for the prioritization of the repairs and the updating of the replacement schedule. This phase will include the finalization of the schedule for which pipes to replace when, as well as further assessing the costs associated with the District replacing pipes as compared to going out to bid for a Contractor to replace pipes. GHD is finalizing a Draft Risk Matrix, and we are scheduling a meeting to review in March. The intent is to budget for the first replacement design in the 2021/22 Fiscal Year, and potentially start replacing pipes in the summer of 2022.

SRF Energy Efficiency WWMF Micro-grid Project – Ameresco is currently moving forward on the design of the Solar Array for the Pond 5 area and has submitted the Pre-design Report, the 90% design of the solar array, and the 30% design for the Battery Bank. District Staff and GHD provided comments on the design plans and report, and the comments will be incorporated into the 100% design submittals. As reported below under the Tesla Batteries item, we have cancelled the contract with Tesla for providing batteries at the wastewater treatment plant. This item has been added back into the contract with Ameresco, as it was originally part of their contract.

A major development in this project occurred with little fanfare. District Staff was working with Ameresco on ways to reduce construction costs, and one option came up to use the root balls from the bullrush in Pond 5 as soil amendments on the Pialorsi property. Operations Director requested approval from the Regional Board on the ability to reuse these soils at Pialorsi and was successful in obtaining their approval. The District will dry out the root-balls and work them into the soil at Pialorsi. This will save hundreds of thousands of dollars in the construction of the microgrid and provide much needed nutrients to the soil at the Pialorsi property. It also opens the door to the future use of biosolids from the WWMF at the Fischer and Pialorsi properties as soil amendments. We of course need to still go through the permitting process with the Regional Board, but if successful, this could save the District tens of thousands of dollars in biosolids handling.

The original Design/Build Contract amount with Ameresco is for \$2,065,520 with a \$206,552 contingency. Given the greater cost for constructing the system in the Pond 5 area, a contract change order will be required. We discussed this with Ameresco and agreed to move forward until a final, firm cost of the construction is obtained, and then we would negotiate this change order. This project is funded by a \$2.5M grant/\$2.5M loan from the State Water Resources Control Board.

Hiller Lift Station Pump Upgrade – Work on the station upgrade is complete. The system has been put into service and we have found a couple issues with the controls and the grout around the pipe penetrations. We are getting those resolved by the Contractor under the warrantee. As soon as we finalize these items, we will file a Notice of Completion for the project. This project is funded by a \$2.5M grant/\$2.5M loan from the State Water Resources Control Board.

TESLA Batteries – As the Board is aware, Tesla has submitted grant applications on the District's behalf to PG&E for their Self Generation Incentive Program (SGIP). Applications were submitted for the Ramey Pump Station, the Fischer Lift Station, and the Wastewater Management Facility. As previously reported, the battery bank for the WWMF has been removed from the Tesla contract and added back into the Ameresco Microgrid contract. Tesla has started on the design process for the Ramey and Fischer sites and they had a utility locator company out this month locating facilities at both the Ramey and Fischer sites.

We also received two additions to the Tesla contract that they have requested we sign. One was to allow Tesla to finance these projects, which we signed and returned. The other contract amendment was to allow the batteries installed at the Ramey Pump Station and Fischer Wastewater Lift Station be used to sell power back to the grid during peak power events. Tesla would then provide 40% of the electrical sale income back to the District and keep the other 60%. We have not signed that contract amendment as Staff is concerned that the batteries could be discharged when we need them, and the additional discharging would reduce the battery age. We discussed with District Legal Counsel and other Cities and Agencies in the area that have also received the contract amendment, and general consensus is also to not sign this contract amendment. We have also been informed that Redwood Coast Energy Authority is planning on putting a similar energy sell back program in place, with much more favorable rates to the District.

Local Limits – Operations Director Henry has finalized the Local Limits Study Report with Freshwater Environmental Services and submitted it to the North Coast Regional Water Quality Control Board for their review and approval. The Study compares the levels of various constituents (BOD, TSS, etc.) as it travels through the collection system, through the treatment process and effluent disposal to calculate the load and removal of constituents. This information was then used to establish how much of various constituents can be discharged by individual, generally commercial, users. After the Regional Boards reviews and approves the report, we will bring recommendations to the Board for changes to our local discharge limits for further review and discussion.

Sewer Undercrossing Project – GHD has completed and submitted the Phase 1 reports to CalOES and FEMA for this project. The 30% Basis of Design Report as well as the biological and cultural resource environmental reports were formally submitted the first part of February. This completes the District's tasks agreed to under Phase 1 of the Hazard Mitigation Grant. FEMA now needs to complete their National Environmental Policy Act (NEPA) review and issue a Finding of No Significant Impact (FONSI) to release the Phase 2 funding of the grant. The finding of cultural resources adjacent to one of the sites will likely delay the NEPA review, and FEMA will likely reach out to the Tribes to do a government-to-government consultation. There are other wetland areas adjacent to some of the sites and there will have to be mitigation measures put in place for the work, but nothing that we think cannot be mitigated for.

The 30% Basis of Design Report also had an Opinion of Probably Construction Cost for the three crossing of \$5,650,000. This is \$3,513,000 more than the Hazard Mitigation Grant construction cost estimate. The overall estimated construction, engineering, and permitting costs is \$6,760,130 or \$3,513,000 more than the original grant cost estimate. We have reached out to CalOES staff to see if there is additional grant funding available in this Hazard Mitigation Grant Disaster Request. We have not heard back yet. If there is available grant funding to cover a portion of this cost, at a minimum, the District's share would still approximately double from \$801,100 to \$1,690,000. Once we hear back from CalOES on available funding, we will bring this and the 4.5MG Tank funding back to the Board to approve funding options.

Pialorsi Ranch Property – The District is proceeding on the installation of the irrigation piping infrastructure on the ranch, as well as the restoration of the house. The new recycled water grant will facilitate the irrigation design tremendously. The Sousa's have moved in and continue the restoration work on the house including the flooring and painting. Their presence has also helped to ensure that the District is aware of what is happening in and around the property and they have been making contacts with the neighbors. Their presence in the house is a definite asset to the District.

The remediation work for the PCB impacts to the Milk Barn by North Coast Environmental Construction has begun. They have started with the lead and asbestos abatement and will then move into the demolition and PCB impacted soil abatement in the near future.

Andy Titus has also taken over the hay lease for the Fischer and Pialorsi properties. Operations Director Henry continues to coordinate with Mr. Titus on working on both properties.

Reporting by Sheriff's office, County Public Work, County DHHS – A regular meeting has been scheduled with President Mayo, GM Kaspari, Supervisor Madrone, and Maya Conrad, the current President of the McKinleyville Municipal Advisory Committee (MMAC), to occur on the last Monday of every month to discuss various topics of concern to all three organizations and the community. This month we discussed the Latent Powers Report and MCSD support for the MMAC. The Board's action at MCSD's Feb. 3rd Board Meeting will be presented to the MMAC at their Feb. 24th Board Meeting. We also discussed the Town Center development, and the BMX track. We also discussed MCSD Board secretary providing Brown Act training to the MMAC Board members.

Grant Applications – As mentioned in previous GM Reports, we have heard that the \$15,000 Community Forest Technical Assistance grant from the North Coast Resource Partnership to assist with a Forest Management Plan will be funded. We are waiting for the final grant agreement, which we will take to the Board for approval.

We have heard that the grant application for \$75,000 to CalOES under their Community Power Resiliency Grant Program for the purchase of a mobile generator to run our wastewater pump stations in the event of power outages will not be funded. This is a disappointment, but we will continue to look for grant opportunities for funding this and the Cochran emergency generator replacement projects.

As reported at the February Board Meeting, we heard three of the Notice of Interests (NOIs) submitted to CalOES for this round of their Hazard Mitigation Grant Program were approved including: 1) the Forest Fire Management Plan for the Community Forest, Hewitt Preserve and Hiller areas, 2) the installation of a new water line crossing of the Mad River; and 3) the replacement of the McCluski Tanks. We had obtained approval from the Board to submit the full grant applications for the Forest Fire Management Plan and the Mad River Crossing.

Meanwhile, CalOES put on a training for the completion of Forest Fire Management grant applications. During this presentation, it was stated that the grant could not be used to construct access roads, parking areas or trails. This was one of the main purposes that the District wanted to pursue this grant funding, to facilitate the addition of these features at the Community Forest and Hewitt properties. Given this development, Staff then directed GHD, the consultant preparing the grant applications, to switch to the McCluski Tank Replacement grant application instead. They did make the switch, and McCluski Tanks and the Mad River Crossing grant applications will be submitted to CalOES by the March 5th due date.

We are also working on the Prop. 68 Parks grant for the Skate Park, upgrades to Azalea Hall and Pierson Park, and the BMX site development as reported in Parks & Recreation Directors Frisbee's report.

Meetings –The General Manager attended various meetings in February including the MMAC regularly scheduled Board Meeting, as well as a PARC meeting, a HBMWD Muni Meeting, A Webinar for the Department of Water Resources Ground Water Management Program, two meetings with CalOES on the HMG program, a meeting with Ken Hamick and Nigel Skeet to discuss a Northern California regional wide marketing strategy. He also worked with Parks & Rec Staff Cecil Lawrence, Director Binder and other PARC Committee Members on a Saturday cleanup of the District's property south of the High School.

Operations Director-Henry, Wastewater Management Facility Operator-Drew Small, and the GM also gave tours to Directors Binder and Clark-Peterson to show them the operation of the WWMF, Fischer Lift Station and the Ramey Pump Station. The Department Heads-Frisbee, Henry and Trask and the GM also met with Director Orsini to review their Departments and upcoming and proposed Capital Improvement and Strategic Plan Projects.

The GM also attended several meetings on the Community Forest, including meetings with Trust for Public Lands and Green Diamond as well as with the Committee, a Latent Powers Committee Meetings, an Emergency Operations Committee, and meetings on the replacement process for Customer Service Representative-Jennifer Olsen and Finance Director Trask.

Attachments:

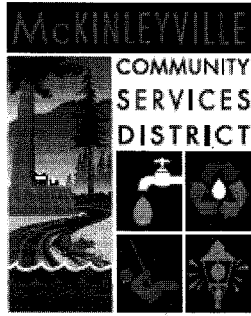
- Attachment 1 – WWMF Monthly Self-Monitoring Report

PHYSICAL ADDRESS:

1656 SUTTER ROAD
McKINLEYVILLE, CA 95519

MAILING ADDRESS:

P.O. BOX 2037
McKINLEYVILLE, CA 95519



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MAIN OFFICE:

PHONE: (707) 839-3251
FAX: (707) 839-8456

PARKS & RECREATION OFFICE:

PHONE: (707) 839-9003
FAX: (707) 839-5964

R.W.Q.C.B. NORTH COAST REGION
5550 SKYLANE BLVD., SUITE A
SANTA ROSA, CA 95403

February 23, 2021

RE: MONTHLY MONITORING REPORT

Dear Justin:

Enclosed is the Monthly Monitoring Report for January 2021 for McKinleyville Community Services District Wastewater Management Facilities WDID NO. 1B82084OHUM, operating under Order Number R1-2018-0032.

The normal discharge of effluent was 28 days going to 001 and 3 days going to 002. 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.

Acute Toxicity Percent Survival. Minimum for any bioassay is 70% survival. Median for three or more consecutive bioassays at least 90% survival. Acute results were 100% and TST Pass for Rainbow trout.

Quarterly sampling along with the Annual Chronic testing was also completed in January.

Monthly River Monitoring was conducted in January.

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT WASTEWATER MANAGEMENT FACILITY MONITORING DATA

MONTH: January 2021

DATE	INFLUENT			EFFLUENT MONITORING			EFFLUENT MONITORING			EFFLUENT MONITORING			EFFLUENT MONITORING			EFFLUENT MONITORING							
	FLOW M.G.D.	FLOW M.G.D.	MAXIMUM GPM	RIVER CFS	RIVER Solids	B.O.D. mg/L	TSS mg/L	pH	TEMP °F	B.O.D. mg/L	TSS mg/L	CL ₂ RES. mg/L	RIVER CL ₂ RES.	SETTLABLE SOLIDS	TOTAL COLIFORMS	TIME	PH	TEMP °F	D.O.	TIME	PH	TEMP °F	D.O.
1	0.882	1.175	1390					7.2	11.6			3.4											
2	0.897	1.167	1336					7.3	11.7			3.2											
3	0.945	1.160	1326					7.1	12.3			3.4											
4	0.975	1.327	2442					7.1	14.3			4.3	0.00		<1.8	8:30	7.3	10.3	11.2	8:20	7.3	10.6	10.5
5	0.930	1.243	1557					7.2	11.0			1.5	0.00										
6	0.924	1.255	1417					7.2	11.6			2.6	0.00										
7	0.917	1.377	1607					7.2	11.8			3.0	0.00										
8	0.933	1.470	1758					7.1	11.8	8.3	2.6	2.5	0.00	<0.1									
9	0.930	1.473	1852					7.1	10.9			2.6	0.00										
10	0.038	1.467	1738					7.1	11.8			2.4	0.00										
11	0.946	1.476	1824					7.2	12.0			2.1	0.00										
12	0.987	1.472	1848					7.1	13.3			1.9	0.00			14:30	6.7	13.3	10.9	14:40	6.8	13.3	10.7
13	1.041	1.458	1684					7.3	14.5			2.1	0.00										
14	0.974	1.468	1611					7.1	13.3			2.0	0.00										
15	0.938	1.475	1679					7.1	13.2	6.8	2.0	2.1	0.00	<0.1									
16	0.939	1.471	1704					7.2	12.7			2.2	0.00										
17	0.957	1.387	1658					7.1	12.9			2.2	0.00										
18	0.955	1.340	1715					7.1	12.1			2.7	0.00										
19	0.897	1.342	1616					7.3	13.3			1.9	0.00										
20	0.875	1.226	1758					7.3	12.1			2.2	0.00			8:00	7.2	9.9	11.7	8:10	7.3	10.4	10.7
21		1.112	1334					7.1	12.1			3.4	0.00										
22	0.883	1.110	1409					7.1	12.6	8.3	3.2	2.9	0.00	<0.1									
23	0.908	1.107	1376					7.2	11.5			3.2	0.00										
24	0.956	0.999	1352					7.2	11.5			3.2	0.00										
25	0.924	0.939	1113					6.9	11.1			2.4	0.00										
26	0.898	0.933	1213					7.2	11.4			2.3	0.00										
27	0.997	0.923	1128					7.1	10.5			2.4	0.00										
28	1.167	1.036	1274					6.9	11.7			2.3	0.00										
29	1.058	1.398	1412					6.9	15.0	7.3	2.4	1.9	0.00	<0.1									
30	1.039	1.541	1832					7.0	10.7			2.0	0.00										
31	1.097	1.412	1674					7.0	11.0			2.1	0.00										

MONTHLY TESTS EFF-001 DISCHARGE TO RIVER

Ammonia	0.92	Nitrate	0.95	Hardness	110.00	Phosphorus	5.70	Bioassays	ND	Chlorophyll	ND	Dichloromethane	0.51	Turbidity	N/A
MONTHLY RIVER RSW:															
TDS	95	60	ND	125.9	11.2	TSS	59	60	ND	132.2	10.5				
MONTHLY RIVER RSW-002															
BOD	8	3	29	BOD & TSS 30 DAY AVERAGE			87	98	3	29	99				
MONTHLY TESTS LND-001, REC-001 DISCHARGE TO PERC PONDS and LAND															
Ammonia	N/A	Nitrate	N/A	N/A	N/A	SGD/EP	N/A	CHLOROPHYLL	N/A	SGD/EP	N/A	Quartern Tests			
Date	1/14/2021	Species	Rainbow Trout	Test	Pass/Fail	Pass						Value mg/L	ND		
Remarks:															

EFF-001 REC-001 Quarterly Permit Exceedance

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
 WASTEWATER MANAGEMENT FACILITY
 RIVER CFS - EFFLUENT FLOWS -

M-004

RIVER DILUTION

M-005

M-006

January 2021

DATE	M-INF INFLUENT MGD	M-001 EFFLUENT MGD	EFFLUENT MAXIMUM GPM	M-003 PERK PONDS MGD	M-007 IRRIGATE MGD	M-002 RIVER MGD	RIVER DILUTION 100:1	MAXIMUM G.P.M. DISCHARGE FOR 100:1	RIVER FLOW IN CFS	RIVER FLOW IN GPS
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1	0.882	1.175		Land Application						
2	0.897	1.167		Land Application						
3	0.945	1.16		Land Application						
4	0.975	1.327	2442			1.327	167	4085	910	6808
5	0.930	1.243	1557			1.243	1211	18852	4200	31420
6	0.924	1.255	1417			1.255	564	7990	1780	13316
7	0.917	1.377	1607			1.377	475	7631	1700	12718
8	0.933	1.470	1758			1.470	368	6464	1440	10773
9	0.930	1.473	1852			1.473	463	8573	1910	14289
10	0.038	1.467	1738			1.467	333	5790	1290	9650
11	0.946	1.476	1824			1.476	283	5162	1150	8603
12	0.987	1.472	1848			1.472	209	3869	862	6449
13	1.041	1.458	1684			1.458	1040	17506	3900	29176
14	0.974	1.468	1611			1.468	861	13870	3090	23116
15	0.938	1.475	1679			1.475	454	7631	1700	12718
16	0.939	1.471	1704			1.471	308	5252	1170	8753
17	0.957	1.387	1658			1.387	236	3905	870	6508
18	0.955	1.340	1715			1.340	180	3084	687	5139
19	0.897	1.342	1616			1.342	154	2491	555	4152
20	0.875	1.226	1758			1.226	121	2119	472	3531
21	0.875	1.112	1334			1.112	139	1849	412	3082
22	0.883	1.110	1409			1.110	127	1786	398	2977
23	0.908	1.107	1376			1.107	118	1625	362	2708
24	0.956	0.999	1352			0.999	108	1454	324	2424
25	0.924	0.939	1113			0.939	148	1643	366	2738
26	0.898	0.933	1213			0.933	121	1472	328	2454
27	0.997	0.923	1128			0.923	316	3559	793	5932
28	1.167	1.036	1274			1.036	754	9606	2140	16009
29	1.058	1.398	1412			1.398	629	8887	1980	14812
30	1.039	1.541	1832			1.541	289	5297	1180	8828
31	1.097	1.412	1674			1.412	257	4309	960	7182

TOTAL	28.682	39.739		0.000	0.000	36.237				
AVERAGE	0.925	1.282	1592	0.000	0.000	1.294	373	5920	1319	9867
MAXIMUM	1.167	1.541	2442	0.000	0.000	1.541	1211	18852	4200	31420
MINIMUM	0.038	0.923	1113	0.000	0.000	0.923	108	1454	324	2424
DAYS	31	31		0	0	28				

DAYS WITH NO DISCHARGE TO THE MAD RIVER = 3