



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

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

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

**Or**

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

To participate in person, please come to Azalea Hall.

To participate by teleconference, please use the toll free number listed above, or join through the internet at the Zoom App with weblink and ID number listed above, or the public may submit written comments to the Board Secretary at: [comments@mckinleyvillecsd.com](mailto:comments@mckinleyvillecsd.com) up until 4:30 p.m. on Tuesday, January 31, 2023.

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

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## **AGENDA**

**6:00 p.m.**

### **A. CALL TO ORDER**

A.1 Roll Call

A.2 Pledge of Allegiance

A.3 Additions or Changes to the Agenda

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

#### A.4 Approval of the Agenda

#### A.5 Closed Session Discussion

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

### **NO CLOSED SESSION SCHEDULED**

## **B. PUBLIC HEARINGS**

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

### **NO PUBLIC HEARING SCHEDULED**

## **C. PUBLIC COMMENT AND WRITTEN COMMUNICATIONS**

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

## **D. CONSENT CALENDAR**

*Consent Calendar items are expected to be routine and non-controversial, to be acted upon by the Board of Directors at one time without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Consent Calendar, it shall be removed so that it may be acted upon separately.*

- |     |  |               |
|-----|--|---------------|
| D.1 | Consider Approval of the Minutes of the Board of Directors Regular Meeting on January 4, 2023  | <b>Pg. 5</b>  |
|     | Attachment 1 – Draft Minutes from January 2023   | <b>Pg. 6</b>  |
| D.2 | Consider Approval of December 2022 Treasurer’s Report  | <b>Pg. 11</b> |
| D.3 | Compliance with State Double Check Valve (DCV) Law   | <b>Pg. 31</b> |
| D.4 | Consider Approval of Memorandum of Understanding (MOU) Between McKinleyville Community Services District (MCSD) and the McKinleyville Chamber of Commerce (Chamber) for Beautification and Decoration within the County Right of Way Along Central Ave. in McKinleyville, CA | <b>Pg. 33</b> |
|     | Attachment 1 – MOU between MCSD and Chamber  | <b>Pg. 34</b> |
| D.5 | Review and Approve the Amendment to the County Lease for Sheriff’s Facilities  | <b>Pg. 37</b> |
|     | Attachment 1 – Original Lease and Previous Amendments for Law Enforcement Facility   | <b>Pg. 39</b> |
|     | Attachment 2 – Fourth Amendment to LEF Lease   | <b>Pg. 62</b> |

D.6	Consider Resolution 2023-02 Concurring Resolution in Nomination to the Executive Committee of the Association of California Water Agencies Joint Powers Insurance Authority (ACWA/JPIA) for J. Bruce Rupp	<b>Pg. 65</b>
	Attachment 1 – Resolution 2023-02	<b>Pg. 67</b>
	Attachment 2 – Rupp Resume	<b>Pg. 68</b>

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

E.1	Consider Approval of Memorandum of Understanding between the Wiyot Tribe, Humboldt County, and McKinleyville Community Services District for a Cooperative Government-to-Government Relationship regarding a McKinleyville Regenerative and Transformative Community Project (Action)	<b>Pg. 69</b>
	Attachment 1 – Memorandum of Understanding	<b>Pg. 71</b>
E.2	Establish Section 115 Trust for Other Post-Employment Benefits (OPEB) (Action)	<b>Pg. 79</b>
	Attachment 1 – Agreement and Election to Prefund Other Post-Employment Benefits through CalPERS	<b>Pg. 82</b>
	Attachment 2 – Delegation of Authority to Request Disbursements	<b>Pg. 92</b>
	Attachment 3 – Certification of the Program Funding Policy	<b>Pg. 93</b>
	Attachment 4 – MCSD 2022 GASB 75 Report	<b>Pg. 101</b>
	Attachment 5 – FY21-22 Reserve Calculations	<b>Pg. 138</b>
	Attachment 6 – Notes from the 12/12/2022 and 1/17/2023 Audit & Finance Committee	<b>Pg. 139</b>
E.3	Review Information for the Draft Capital Improvement Plan for the Parks and General Fund, FY 2023-24 (Information)	<b>Pg. 141</b>
	Attachment 1 - Draft Capital Improvement Plan for the Fiscal Years ending June 30, 2024 – 2034 for the Parks and General Fund	<b>Pg.142</b>
	Attachment 2 – Draft Capital Improvement Plan Narrative for Fiscal Year 2023-24	<b>Pg.146</b>
E.4	Central Avenue Water and Sewer Mainline Rehabilitation Project, Award of Construction Contract to GR Sundberg, Inc.	<b>Pg.149</b>
	Attachment 1 – Central Avenue Water & Sewer Main Rehabilitation Project, Bid Tabulation, January 18, 2023	<b>Pg.152</b>
	Attachment 2 – GRS Bid for Central Avenue Water & Sewer Main Rehabilitation Project, January 18, 2023	<b>Pg.153</b>
	Attachment 3 – GHD Award Recommendation Memo, January 20, 2023	<b>Pg.185</b>

## **F. REPORTS**

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

- F.1 ACTIVE COMMITTEE REPORTS
- a. Parks and Recreation Committee (Binder/Biteman)
  - b. Area Fund (John Kulstad/Binder)

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

**F.2 LEGISLATIVE AND REGULATORY REPORTS**

**F.3 STAFF REPORTS**

- a. Finance & Administration Department (Nicole Alvarado) **Pg. 187**
- b. Operations Department (James Henry) **Pg. 191**
- c. Parks & Recreation Department (Lesley Frisbee) **Pg. 197**
- d. General Manager (Pat Kaspari) **Pg. 201**
- Attachment 1 – WWMF Monthly Self-Monitoring Report **Pg. 206**

**F.4 PRESIDENT’S REPORT**

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

**G. ADJOURNMENT**

**Posted 5:00 pm on January 27, 2023**

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

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

# McKinleyville Community Services District

## BOARD OF DIRECTORS

February 1, 2023

TYPE OF ITEM: **ACTION**

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

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

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

**Recommendation:**

Staff recommends the approval of the Minutes of the Board of Directors for the January 4, 2023 Regular Board Meeting.

**Discussion:**

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

**Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

**Fiscal Analysis:**

Not applicable

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

- Attachment 1 – Draft Minutes from January 4, 2023 Regular Meeting

**MINUTES OF THE REGULAR MEETING OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT HELD ON WEDNESDAY, JANUARY 4, 2023 AT 6:00 P.M. IN PERSON AT AZALEA HALL – 1620 PICKETT ROAD, MCKINLEYVILLE, CALIFORNIA and TELECONFERENCE Via ZOOM & TELEPHONE: ZOOM MEETING ID: 859 4543 6653 (<https://us02web.zoom.us/j/85945436653>) and TOLL FREE: 1-888-788-0099**

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

**A.1 Roll Call:** The meeting was called to order at 6:01 p.m. with following Directors and staff in attendance in person at Azalea Hall:

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

Pat Kaspari, General Manager  
April Sousa, Board Secretary (via zoom)  
Joseph Blaine, IT Specialist  
James Henry, Operations Director  
Lesley Frisbee, Parks & Recreation Director  
Nicole Alvarado, Finance Director  
Russell Gans, Legal Counsel (via zoom)

**A.2 Closed Session**

The Board entered into Closed Session at 6:03 p.m. to discuss CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION (Gov. Code section 54956.9(d)(2), (e)(3)): One Claim: Heather Ponsano, liability claim. Close session ended at 6:15 p.m.

**Report out of Closed Session:**

Legal Counsel gave the following report out of closed session: A motion by Director Couch, a second by Director Mayo was made to reject the claim with all members of the Board (Binder, Biteman, Couch, Mayo and Orsini) in favor.

**A.3 Pledge of Allegiance:** The Pledge of Allegiance was led by Director Binder.

**A.4 Additions to the Agenda:** There were no additions or changes to the agenda.

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

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

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

There were no comments from the Board or public.

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

**Motion Summary:** Motion Passed

**AGENDA ITEM B. PUBLIC HEARINGS:**

None

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

There was one item of public comment/written communication that was included in the agenda from Steve Breitenstein regarding the BMX park. President Orsini asked for the letter to be placed in the file for when public input on the BMX park is needed.

Finance Director Alvarado introduced Norman Schwenn to the Board as a new staff member. David Baldosser gave public comment on this introduction as well. Director Mayo gave supportive comments on

Norman's exemplary customer service and noted this was a testament to the District. The other Directors welcomed Norman.

**AGENDA ITEM D. CONSENT CALENDAR:**

- D.1 Consider Approval of the Minutes of the Board of Directors Regular Meeting on December 7, 2022**
- D.2 Consider Approval of November 2022 Treasurer's Report**
- D.3 Compliance with State Double Check Valve (DCV) Law**
- D.4 Reaffirm Resolution 2021-27 Making Findings Pursuant to Government Code Section 5493, as Amended by Assembly Bill 361, and Authorizing the Continued Use of Virtual Meetings**
- D.5 Approve Budget Modification for Bay Area Coating Consultants Tank Painting Inspections.**
- D.6 Review of 2022 Integrated Pest Management Plan Annual Report**
- D.7 Approve Resolution 2023-01 Adopting the North Coast Resource Partnership Integrated Regional water Management Plan**

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

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

There were no comments from the Board or public.

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

**Motion Summary:** Motion Passed

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

**E.1 MCSD Employee of the Year Presentation to Seth Meynell**

General Manager Kaspari reviewed the agenda item. The Board, staff, and public were given an opportunity to comment and commend Seth Meynell on this award.

This was an informational item. No action taken.

**E.2 Consider Appointment of Applicant, Julie Giannini-Previde to Vacant Seat on the Park and Recreation Committee (PARC)**

Parks and Recreation Director Frisbee reviewed the staff note for this item. Board Directors commented on the applicant's qualifications and expressed their support of the applicant.

**Motion:** To appoint Julie Giannini-Previde to the Vacant Seat on the Park and Recreation Committee (PARC)

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

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

**Motion Summary:** Motion Passed

**E.3 Approve FY 21-22 Audited Financial Statements**

Finance Director Alvarado introduced the auditor, Chris Brown, who joined the meeting via zoom. Mr. Brown gave a presentation on the audit for fiscal year 2021-22. The Board gave supportive comments regarding the presentation. President Orsini asked the Board if there were any questions or other comments. General Manager Kaspari made comments regarding balancing the budget and keeping an eye on certain governmental activities, specifically with Parks and Recreation and mentioned the consideration of increasing measure B in the future.

**Motion:** To approve the FY21-22 Audited Financial Statements.

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

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

**Motion Summary:** Motion Passed

#### **E.4 Discuss and Consider Committee Assignments and Appointments of Committee Chairs by the Board President for the 2023 Calendar Year**

Board Secretary Sousa gave the overview of this item. President Orsini made the following Appointments:

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

The following changes to the committee structure was also discussed: withdraw the Environmental Matters Committee and remove the information within the Board Policy Manual at a future meeting. Staff mentioned that this could be done in combination with moving the AdHoc Community Forest Committee to a standing committee.

Director Mayo asked Director Couch if there was anything that could be done proactively to support Director Couch in a future LAFCo election.

#### **E.5 Review Five Year Strategic Plan Update Process and Timeline**

Recreation Director Frisbee gave an overview of the Strategic Plan update process and timeline. Director Biteman asked clarifying questions of those involved in the process and the time commitment. Director Mayo asked questions regarding who the facilitator would be. President Orsini recommends the District look for an outside facilitator and would also like to see some form of finality to the existing plan.

A date for the initial workshop was discussed, and consensus was made to plan for a workshop during the second or third week of February and use the next month to find a facilitator.

This was an informational only item; no action was taken.

#### **E.6 Discussion and Direction regarding Assembly Bill (AB) 2449 – Enhanced Teleconferencing and Recent Developments to Assembly Bill 361 of 2021**

General Manager Kaspari gave an overview of the Assembly Bill 2449 and asked the Board to give direction on future Board Meetings. The Board gave support to continue hybrid meetings. Clarifying questions regarding the options available were discussed. President Orsini noted that the set up for hybrid meetings is intensive and continuing meetings in this manner adds another layer through AB 2449. Director Mayo gave support for hybrid meetings and AB 2449. Staff reiterated that internet interruptions could cause meetings to be postponed. Reasons considered for “just cause” was discussed. It was noted that the Board Policy Manual will need to come back with changes stating the Boards use of AB 2449.

**Motion:** To comply with AB 2449 to continue hybrid meetings.

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

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

**Motion Summary:** Motion Passed

### **AGENDA ITEM F. REPORTS**

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



- i. **Parks and Recreation Committee (Binder):** Nothing further to report from Director Frisbee's report.
- j. **Area Fund (John Kulstad):** No Report.
- k. **Redwood Region Economic Development Commission (Binder):** Did not meet.
- l. **McKinleyville Senior Center Advisory Council (Binder):** Director Binder gave a brief report on the activities of the Senior Center, including the launch of the new meals program.
- m. **Audit and Finance (Orsini/Couch):** Met on December 12 and 21, 2022 regarding the Audit review and Section 115 trust, which will come back to the Board at a future date.
- n. **Employee Negotiations (Couch/Mayo):** Did not meet.
- o. **McKinleyville Municipal Advisory Committee (Orsini/Binder):** Director Orsini gave a brief report.
- p. **Environmental Matters Committee (Couch):** Did not meet.
- q. **Ad Hoc Community Forest Committee (Mayo/Orsini):** Did not meet. There will be a meeting this coming week.

## F.2 LEGISLATIVE AND REGULATORY REPORTS

None

## F.3 STAFF REPORTS

- a. **Support Services Department (Nicole Alvarado):** Finance Director Alvarado had nothing further to add to her written 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 had nothing further to add to her written report
- d. **General Manager (Patrick Kaspari):** General Manager Kaspari noted a transition of the Board Secretary position.

## F.4 PRESIDENT'S REPORT:

Nothing further to add.

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

Director Biteman gave appreciation for a smooth transition regarding the Board Secretary position. Director Mayo made comments regarding current events in the news.

## G. ADJOURNMENT:

Meeting Adjourned at 8:02 p.m.

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April Sousa, MMC, Board Secretary

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**McKinleyville Community Services District  
Treasurer’s Report  
December 2022**

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Page 3	Consolidated Balance Sheet by Fund
Page 4	Activity Summary by Fund with Selected Graphic Comparisons
Page 11	Capital Expenditure Report
Page 12	Summary of Long-Term Debt Report
Page 13	Cash Disbursement Report

**Ratios**

as of December 31, 2022

- Utility Accounts Receivable Turnover Days	<b>14</b>
- YTD Breakeven Revenue, Water Fund:	<b>\$ 1,541,704</b>
- YTD Actual Water Sales:	<b>\$ 2,115,435</b>
- Days of Cash on Hand-Operations Checking/MM	<b>288</b>

**McKinleyville Community Services District  
Investments & Cash Flow Report  
as of December 31, 2022**

<b>Petty Cash &amp; Change Funds</b>		9,197.46
<b><u>Cash</u></b>		
<b>Operating &amp; Money Market - Beginning Balance</b>		5,131,693.42
<b>Cash Receipts:</b>		
Utility Billings & Other Receipts	1,252,167.83	
Money Market Account Interest	34.89	
Transfers from County Funds #2560, #4240, CalTRUST, Meas. B	-	
Other Cash Receipts (Grants/Other Receivables)	-	
<b>Total Cash Receipts</b>	<u>1,252,202.72</u>	
<b>Cash Disbursements:</b>		
Transfers to County Funds #2560, #4240, CalTRUST	-	
Payroll Related Expenditures (incl. CalPERS UAL pmt)	(264,481.18)	
Debt Service	-	
Capital & Other Expenditures	(641,713.51)	
<b>Total Cash Disbursements</b>	<u>(906,194.69)</u>	
<b>Operating &amp; Money Market - Ending Balance</b>		<u>5,477,701.45</u>
<b>Total Cash</b>		<u>5,486,898.91</u>
<b><u>Investments</u></b>	<i>(Interest and Market Valuation will be re-calculated as part of the year-end close, if material)</i>	
<b>LAIF - Beginning Balance</b>	139,925.28	
Interest Income	-	
<b>LAIF - Ending Balance</b>		<u>139,925.28</u>
<b>Humboldt Co. #2560 - Beginning Balance</b>	2,944,764.12	
Property Taxes and Assessments	490,435.89	
Transfer to/from Operating Cash	-	
Interest Income (net of adjustments)	-	
<b>Humboldt Co. #2560 - Ending Balance</b>		<u>3,435,200.01</u>
<b>Humboldt Co. #4240 - Beginning Balance</b>	3,377,764.59	
Transfer to/from Operating Cash	-	
Transfer to/from Biosolids Reserve	-	
Interest Income	-	
<b>Humboldt Co. #4240 - Ending Balance</b>		<u>3,377,764.59</u>
<b>Humboldt Co. #9390 - Beginning Balance</b>	663,032.08	
Reserves Recovery Deposits/Other Bal Withdrawals	-	
<b>Humboldt Co. #9390 - Ending Balance</b>		<u>663,032.08</u>
<b>USDA Bond Reserve Fund - Beginning Balance</b>	84,006.85	
Bond Reserve Payment/Transfer to Service Fund	-	
Debt Service Payment, Principal/Interest (Net)	-	
Interest Adjustment	0.36	
<b>USDA Bond Reserve Fund - Ending Balance</b>		<u>84,007.21</u>
<b>Market Valuation Account</b>		(20,836.39)
<b>BNY COPS Series A &amp; B - Beginning Balance</b>	8,665,906.72	
Bond Principal Total (Series A & B)	(139,937.38)	
Bond Draws for Capital Projects	(321,923.65)	
Bond Reserve Payment/Transfer to Service Fund	-	
Debt Service Payment, Principal/Interest (Net)	-	
Bond Earned Interest	-	
<b>BNY COPS Series A &amp; B - Ending Balance</b>		<u>8,204,045.69</u>
<b>CalTRUST - Beginning Balance</b>	10,185,688.71	
Net Transfer to/from Designated Reserves: PERS/OPEB	-	
Net Transfer to/from Capacity Fees/Catastrophe/Other Reserves	-	
Net: Interest Income/Unrealized Gain/Loss	31,058.66	
<b>CalTRUST - Ending Balance</b>		<u>10,216,747.37</u>
<b>Total Investments</b>		<u>26,099,885.84</u>
<b>Total Cash &amp; Investments - Current Month</b>		31,586,784.75
<b>Total Cash &amp; Investments - Prior Month</b>		<u>31,181,143.20</u>
<b>Net Change to Cash &amp; Investments This Month</b>		<u>405,641.55</u>
<b><u>Cash &amp; Investment Summary</u></b>		
Cash & Cash Equivalents		30,891,365.26
Davis-Grunsky Loan Reserve		611,412.28
USDA Bond Reserve		84,007.21
<b>Total Cash &amp; Investments</b>		<u>31,586,784.75</u>

**McKinleyville Community Services District**  
**Consolidated Balance Sheet by Fund**  
as of December 31, 2022

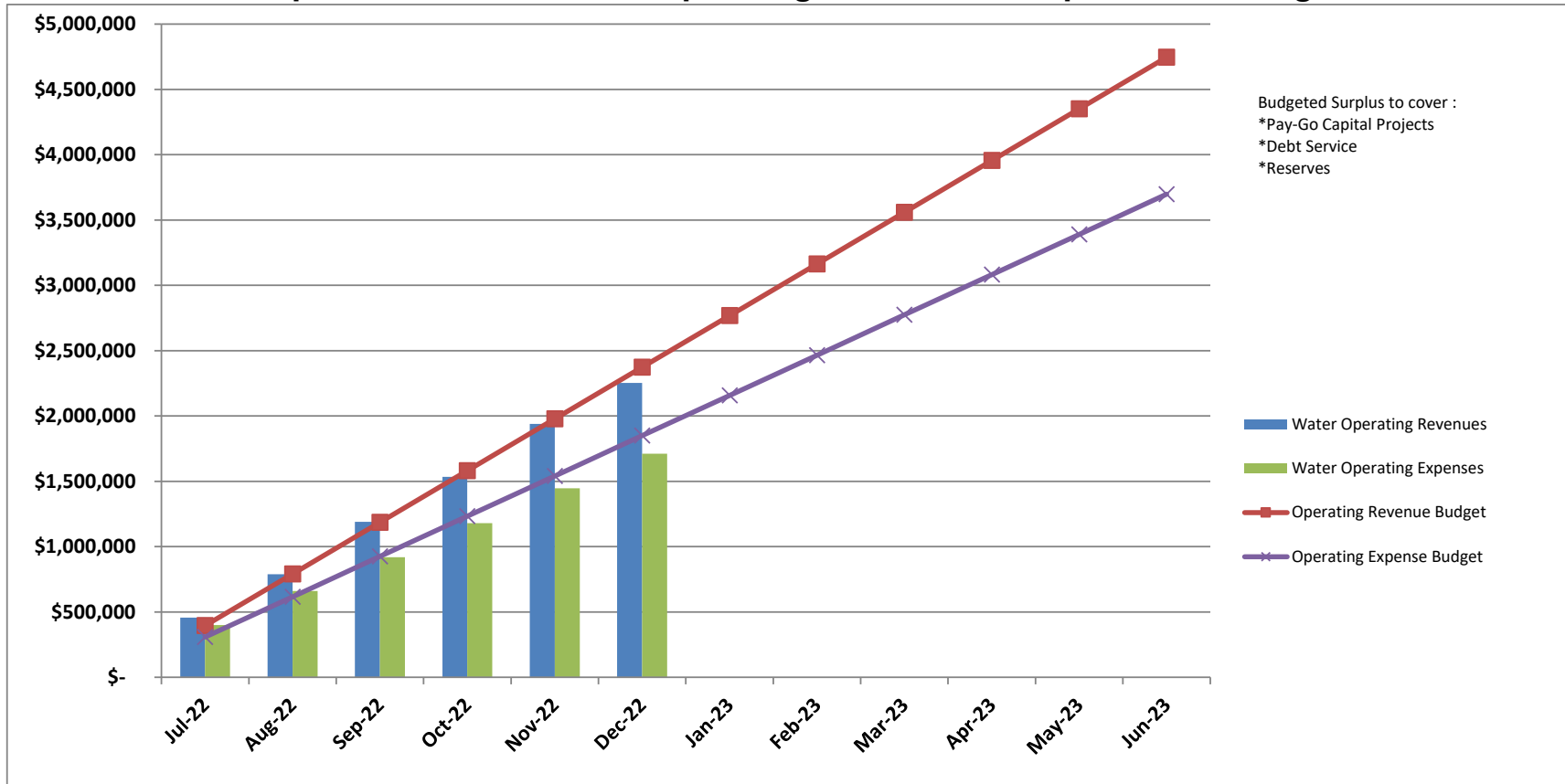
	Governmental Funds			Proprietary Funds		Total (Memorandum Only)
	Parks & General	Measure B	Streetlights	Water	Wastewater	
<b>ASSETS</b>						
<b>Current Assets</b>						
Unrestricted cash & cash equivalents	\$ 950,810.71	\$ (552,626.41)	\$ 122,105.15	\$ 8,748,905.54	\$ 13,418,104.58	\$ 22,687,299.57
Accounts receivable	38,108.41	-	4,894.84	412,768.07	529,935.89	985,707.21
Prepaid expenses & other current assets	48,159.32	8,004.56	7,845.17	212,109.06	164,815.65	440,933.76
<b>Total Current Assets</b>	<b>1,037,078.44</b>	<b>(544,621.85)</b>	<b>134,845.16</b>	<b>9,373,782.67</b>	<b>14,112,856.12</b>	<b>24,113,940.54</b>
<b>Noncurrent Assets</b>						
Restricted cash & cash equivalents	216,277.48	-	-	5,125,119.09	3,774,346.44	9,115,743.01
Other noncurrent assets	-	-	-	1,126,783.53	1,149,881.60	2,276,665.13
Capital assets (net)	-	-	-	9,369,683.65	30,779,826.42	40,149,510.07
<b>Total Noncurrent Assets</b>	<b>216,277.48</b>	<b>-</b>	<b>-</b>	<b>15,621,586.27</b>	<b>35,704,054.46</b>	<b>51,541,918.21</b>
<b>TOTAL ASSETS</b>	<b>\$ 1,253,355.92</b>	<b>\$ (544,621.85)</b>	<b>\$ 134,845.16</b>	<b>\$ 24,995,368.94</b>	<b>\$ 49,816,910.58</b>	<b>\$ 75,655,858.75</b>
<b>LIABILITIES &amp; FUND BALANCE/NET ASSETS</b>						
<b>Current Liabilities</b>						
Accounts payable & other current liabilities	\$ 83,331.52	\$ 1,284.30	\$ 397.08	\$ 237,523.09	\$ 6,606.44	\$ 329,142.43
Accrued payroll & related liabilities	112,551.77	-	-	63,268.39	63,000.97	238,821.13
<b>Total Current Liabilities</b>	<b>195,883.29</b>	<b>1,284.30</b>	<b>397.08</b>	<b>300,791.48</b>	<b>69,607.41</b>	<b>567,963.56</b>
<b>Noncurrent Liabilities</b>						
Long-term debt	-	-	-	6,550,058.42	20,800,434.30	27,350,492.72
Other noncurrent liabilities	-	-	-	5,277,949.43	5,384,295.45	10,662,244.88
<b>Total Noncurrent Liabilities</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>11,828,007.85</b>	<b>26,184,729.75</b>	<b>38,012,737.60</b>
<b>TOTAL LIABILITIES</b>	<b>195,883.29</b>	<b>1,284.30</b>	<b>397.08</b>	<b>12,128,799.33</b>	<b>26,254,337.16</b>	<b>38,580,701.16</b>
<b>Fund Balance/Net Assets</b>						
Fund balance	(3,038,331.35)	(545,906.15)	134,448.08	-	-	(3,449,789.42)
Net assets	4,095,803.98	-	-	10,046,944.38	13,583,181.30	27,725,929.66
Investment in capital assets, net of related debt	-	-	-	2,819,625.23	9,979,392.12	12,799,017.35
<b>Total Fund Balance/Net Assets</b>	<b>1,057,472.63</b>	<b>(545,906.15)</b>	<b>134,448.08</b>	<b>12,866,569.61</b>	<b>23,562,573.42</b>	<b>37,075,157.59</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCE/NET ASSETS</b>	<b>\$ 1,253,355.92</b>	<b>\$ (544,621.85)</b>	<b>\$ 134,845.16</b>	<b>\$ 24,995,368.94</b>	<b>\$ 49,816,910.58</b>	<b>\$ 75,655,858.75</b>
Difference in Reclass from Cap Assets to Net Assets:						
Investment in General Capital Assets	\$ 3,692,259.50					
<b>General Long-term Liabilities</b>						
PG&E Streetlights Loan	-					
Meas. B Loan: Teen/Community Center	775,024.00					
OPEB Liability	2,678,440.47			OPEB Liability	2,125,075.07	2,139,107.45
CalPERS Pension Liability/Deferred Inflows-Outflows	534,291.05			CalPERS Pension Liability	384,963.21	456,504.74
Accrued Compensated Absences	78,689.49					1,375,759.00
<b>TOTAL GENERAL LONG-TERM LIABILITIES</b>	<b>\$ 4,066,445.01</b>					

**McKinleyville Community Services District  
Activity Summary by Fund, Approved Budget  
December 2022**

Department Summaries	December	% of Year 50.00% YTD	Approved YTD Budget	Over (Under) YTD Budget	Over (Under) YTD Budget %	% Year Remaining: 50.00%		6 = # of months remaining	Notes	
						Total Budget	Remaining			
							Budget			Budget %
<b>Water</b>										
Water Sales	301,088	2,115,435	2,217,113	(101,678)	-4.59%	4,434,226	2,318,791	52.29%	Includes YTD Capacity Fees \$46,342, Contrib. Construction \$73,570	
Other Revenues	12,648	137,564	155,900	(18,336)	-11.76%	311,800	174,236	55.88%		
<b>Total Operating Revenues</b>	<b>313,736</b>	<b>2,253,000</b>	<b>2,373,013</b>	<b>(120,013)</b>	<b>-5.06%</b>	<b>4,746,026</b>	<b>2,493,026</b>	<b>52.53%</b>		
Salaries & Benefits	52,714	467,328	611,749	(144,421)	-23.61%	1,223,498	756,169	61.80%	Budget spread evenly across 12 months, but actuals vary by schedule	
Water Purchased	106,561	624,865	605,000	19,865	3.28%	1,210,000	585,135	48.36%		
Other Expenses	72,796	418,983	432,349	(13,366)	-3.09%	864,698	445,714	51.55%	Budget spread evenly across 12 months, but actuals vary by project & expenditure	
Depreciation	33,333	199,998	200,000	(2)	0.00%	400,000	200,002	50.00%		
<b>Total Operating Expenses</b>	<b>265,404</b>	<b>1,711,175</b>	<b>1,849,098</b>	<b>(137,923)</b>	<b>-7.46%</b>	<b>3,698,195</b>	<b>1,987,021</b>	<b>53.73%</b>		
<b>Net Operating Income</b>	<b>48,332</b>	<b>541,825</b>	<b>523,915</b>	<b>(257,936)</b>		<b>1,047,831</b>	<b>506,006</b>			
Grants	-	36,986	799,500	(762,514)		1,599,000	1,562,014	97.69%		
Interest Income	7,973	39,239	25,000	14,239	56.96%	50,000	10,761	21.52%		
Interest Expense	-	(25,112)	(107,901)	(82,789)	-76.73%	(215,801)	(190,689)	88.36%		
<b>Total Non-Operating Income</b>	<b>7,973</b>	<b>51,113</b>	<b>716,599</b>	<b>(831,064)</b>		<b>1,433,199</b>	<b>1,382,086</b>			
<b>Net Income (Loss)</b>	<b>56,305</b>	<b>592,938</b>	<b>1,240,514</b>	<b>(1,089,000)</b>		<b>2,481,030</b>	<b>1,888,091</b>			
<b>Wastewater</b>										
Wastewater Service Charges	322,524	2,046,647	2,185,605	(138,958)	-6.36%	4,371,210	2,324,563	53.18%	Includes YTD Capacity Fees \$73,400 Contrib. Construction \$72,510	
Other Revenues	20,370	151,227	189,471	(38,244)	-20.18%	378,942	227,715	60.09%		
<b>Total Operating Revenues</b>	<b>342,894</b>	<b>2,197,873</b>	<b>2,375,076</b>	<b>(177,203)</b>	<b>-7.46%</b>	<b>4,750,152</b>	<b>2,552,279</b>	<b>53.73%</b>		
Salaries & Benefits	99,641	658,129	643,010	15,119	2.35%	1,286,020	627,891	48.82%	Budget spread evenly across 12 months, but actuals vary by project & expenditure	
Other Expenses	83,403	391,363	561,753	(170,390)	-30.33%	1,123,506	732,143	65.17%		
Depreciation	102,083	612,498	612,500	(2)	0.00%	1,225,000	612,502	50.00%		
<b>Total Operating Expenses</b>	<b>285,127</b>	<b>1,661,990</b>	<b>1,817,263</b>	<b>(155,273)</b>	<b>-8.54%</b>	<b>3,634,526</b>	<b>1,972,536</b>	<b>54.27%</b>		
<b>Net Operating Income</b>	<b>57,766</b>	<b>535,883</b>	<b>557,813</b>	<b>(21,930)</b>		<b>1,115,626</b>	<b>579,743</b>			
Grants	-	381,338	963,875	(582,537)	-60.44%	1,927,750	1,546,412	80.22%		
Interest Income	12,175	61,648	25,000	36,648	146.59%	50,000	(11,648)	-23.30%		
Interest Expense	-	(34,362)	(203,159)	(168,797)	-83.09%	(406,318)	(371,956)	91.54%		
<b>Total Non-Operating Income</b>	<b>12,175</b>	<b>408,624</b>	<b>785,716</b>	<b>377,092</b>		<b>1,571,432</b>	<b>1,162,808</b>			
<b>Net Income (Loss)</b>	<b>69,941</b>	<b>944,507</b>	<b>1,343,529</b>	<b>(399,022)</b>		<b>2,687,058</b>	<b>1,742,551</b>			
<b>Enterprise Funds Net Income (Loss)</b>	<b>126,246</b>	<b>1,537,445</b>	<b>2,584,043</b>	<b>(1,046,598)</b>		<b>5,168,088</b>	<b>3,630,642</b>			

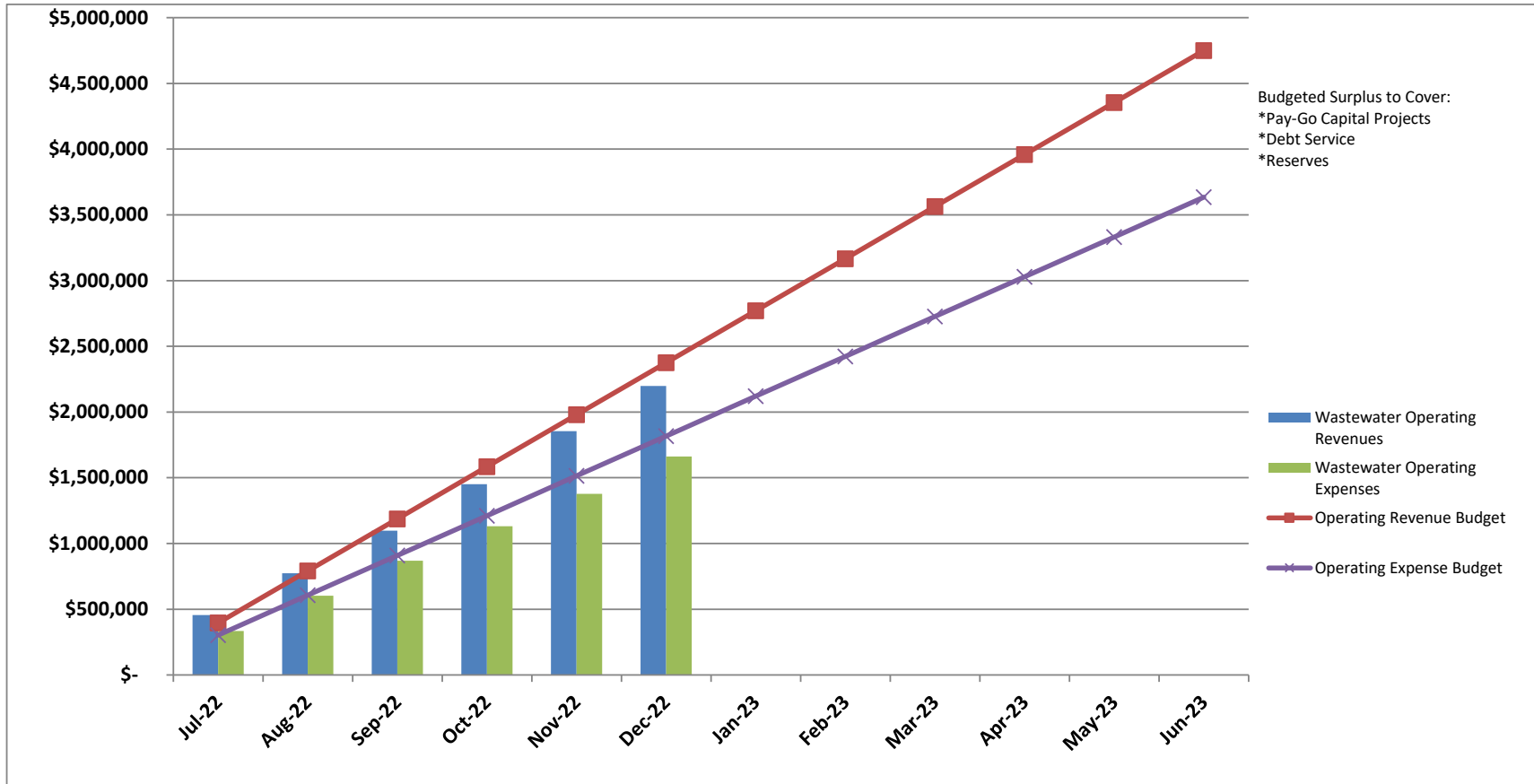
# McKinleyville Community Services District December 2022

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



# McKinleyville Community Services District December 2022

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



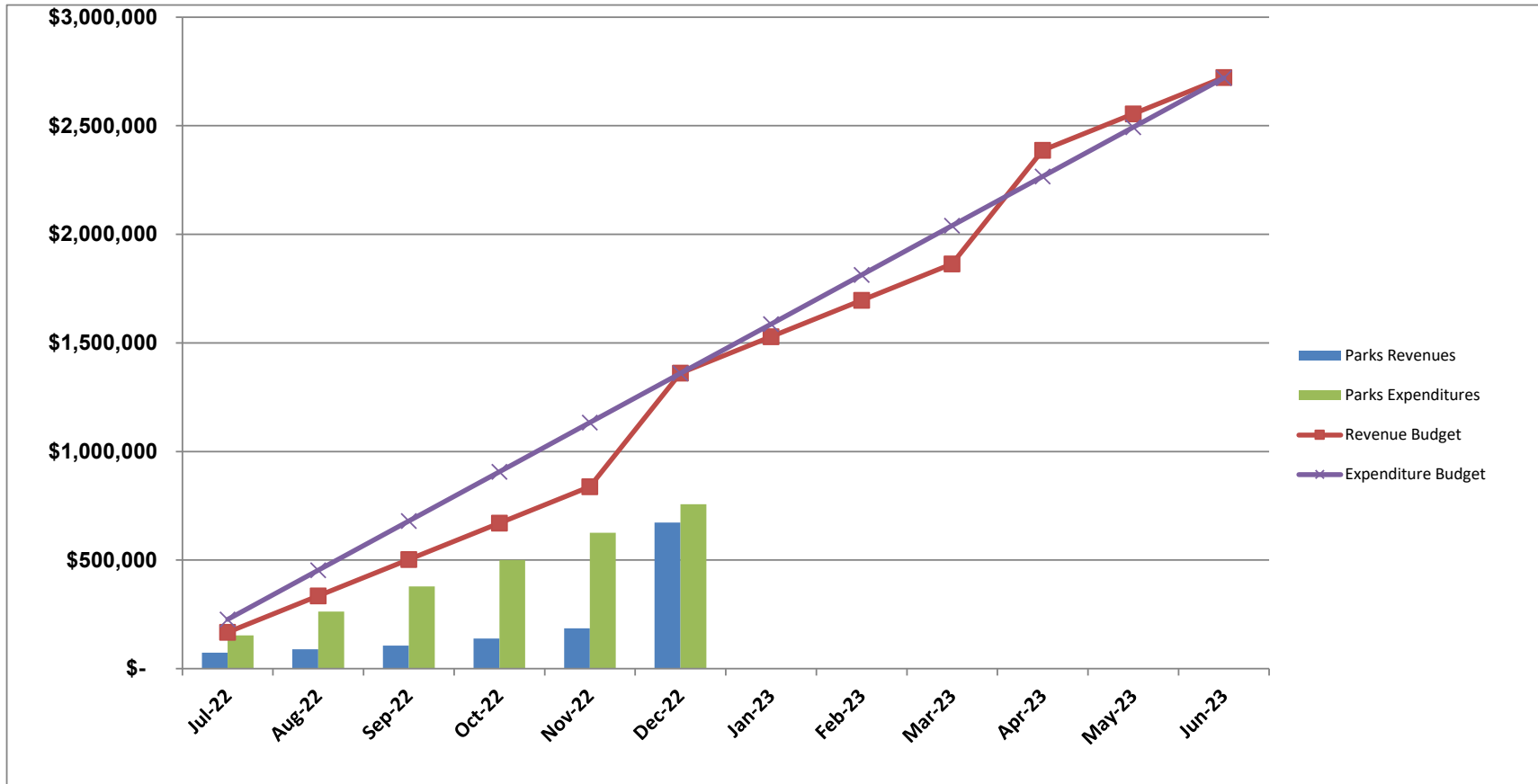


<b>*Parks &amp; Recreation</b>									
Program Fees	64,141	162,675	118,940	43,735	36.77%	237,880	75,205	31.61%	Budget spread evenly across 12 months, but actuals vary by schedule
Rents & Facility Related Fees	4,966	31,871	34,325	(2,454)	-7.15%	68,650	36,779	53.57%	
Property Taxes	352,167	352,167	356,288	(4,121)	-1.16%	712,575	360,409	50.58%	
Other Revenues	59,631	92,332	834,322	(741,990)	-88.93%	1,668,644	1,576,312	94.47%	Budget spread evenly across 12 months, but actuals vary by schedule, includes \$33,633 in grant revenue
Interest Income	6,934	33,994	17,501	16,493	94.24%	35,002	1,008	2.88%	
Total Revenues	487,838	673,040	1,361,376	(688,336)	-50.56%	2,010,176	2,049,712	75.28%	
Salaries & Benefits	84,557	554,459	292,129	262,330	89.80%	584,258	29,799	5.10%	
Other Expenditures	22,260	137,171	305,586	(168,415)	-55.11%	611,171	474,000	77.56%	
Capital Expenditures	25,515	65,934	762,500	(696,566)	-91.35%	1,525,000	1,459,066	95.68%	Budget spread evenly across 12 months, but actuals vary by project schedule
Total Expenditures	132,332	757,563	1,360,215	(602,652)	-44.31%	2,720,429	1,962,865	72.15%	
<b>Excess (Deficit)</b>	<b>355,506</b>	<b>(84,524)</b>	<b>1,161</b>	<b>(85,685)</b>		<b>2,323</b>			
<b>*Measure B Assessment</b>									
Total Revenues	139,137	143,521	113,652	29,869	26.28%	227,304	83,783	36.86%	
Salaries & Benefits	6,181	49,250	33,644	15,606	46.39%	67,288	18,038	26.81%	Budget spread evenly across 12 months; actuals vary by maintenance schedule
Other Expenditures	1,285	13,605	33,034	(19,429)	-58.82%	66,069	52,464	79.41%	Budget spread evenly across 12 months, but actuals vary seasonally
Capital Expenditures/Loan Repayment	-	48,515	46,837	1,678	3.58%	93,674	45,159	48.21%	Budget is spread evenly across 12 months. Loan prmts are October & April
Total Expenditures	7,466	111,370	113,515	(2,145)	-1.89%	227,030	115,661	50.95%	
<b>Excess (Deficit)</b>	<b>131,671</b>	<b>32,151</b>	<b>137</b>	<b>32,014</b>		<b>274</b>			
<b>*Street Lights</b>									
Total Revenues	10,586	63,803	62,240	1,563	2.51%	124,480	60,677	48.74%	
Salaries & Benefits	3,092	20,274	26,872	(6,598)	-24.55%	53,744	33,470	62.28%	Budget spread evenly across 12 months; actuals vary by maintenance schedule
Other Expenditures	4,040	27,083	18,387	8,696	47.30%	36,775	9,692	26.35%	
Capital Expenditures/Loan Repayment	-	-	23,500	(23,500)	-100.00%	47,000	47,000	100.00%	Budget spread evenly across 12 months, but actuals vary by project
Total Expenditures	7,132	47,357	68,759	(21,402)	-31.13%	137,519	90,162	65.56%	
<b>Excess (Deficit)</b>	<b>3,454</b>	<b>16,446</b>	<b>(6,519)</b>	<b>(22,965)</b>		<b>(13,039)</b>			
<b>Governmental Funds Excess (Deficit)</b>	<b>490,631</b>	<b>(35,927)</b>	<b>(5,221)</b>	<b>(30,706)</b>		<b>(10,443)</b>			

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

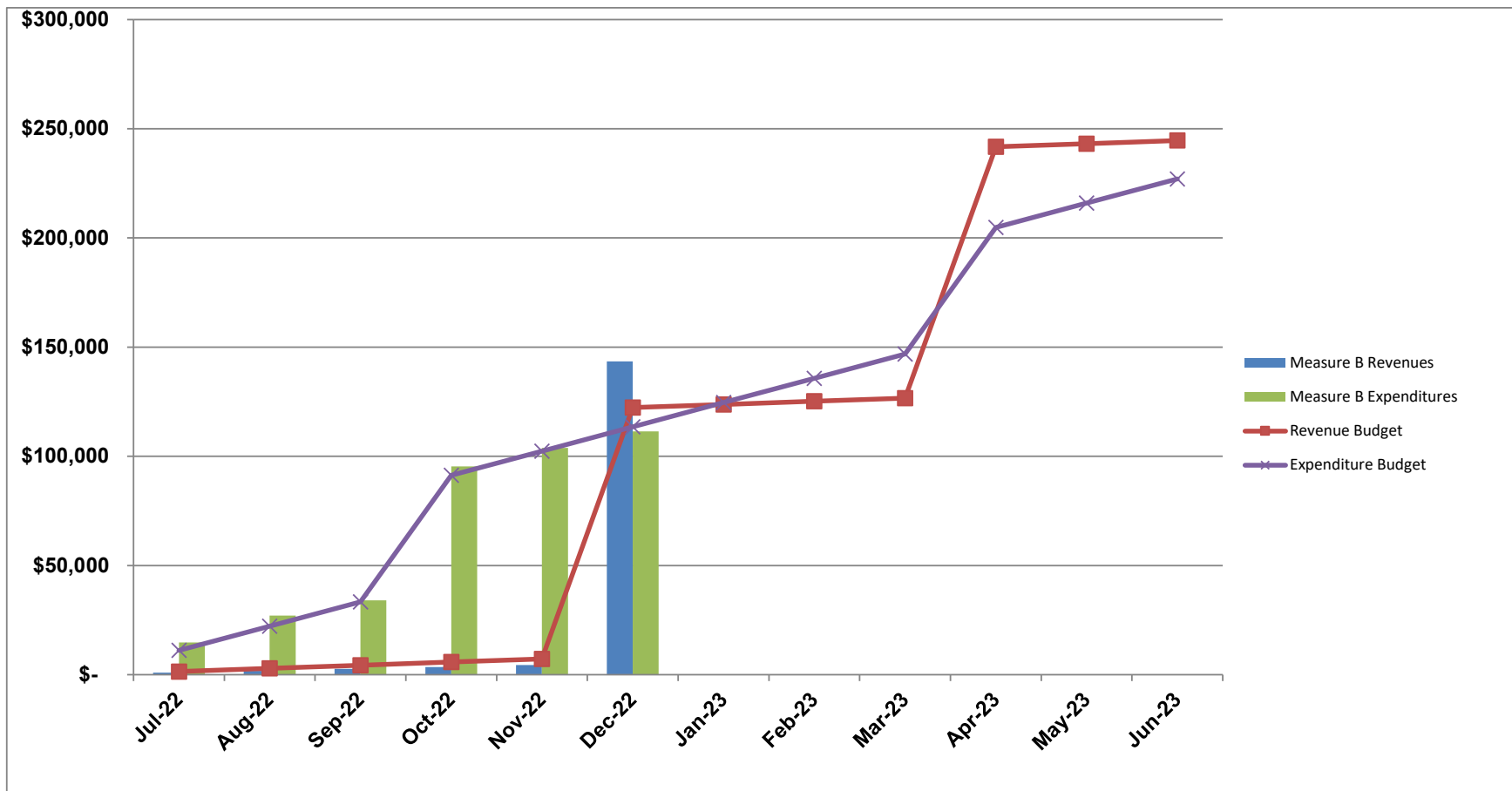
**McKinleyville Community Services District  
December 2022**

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



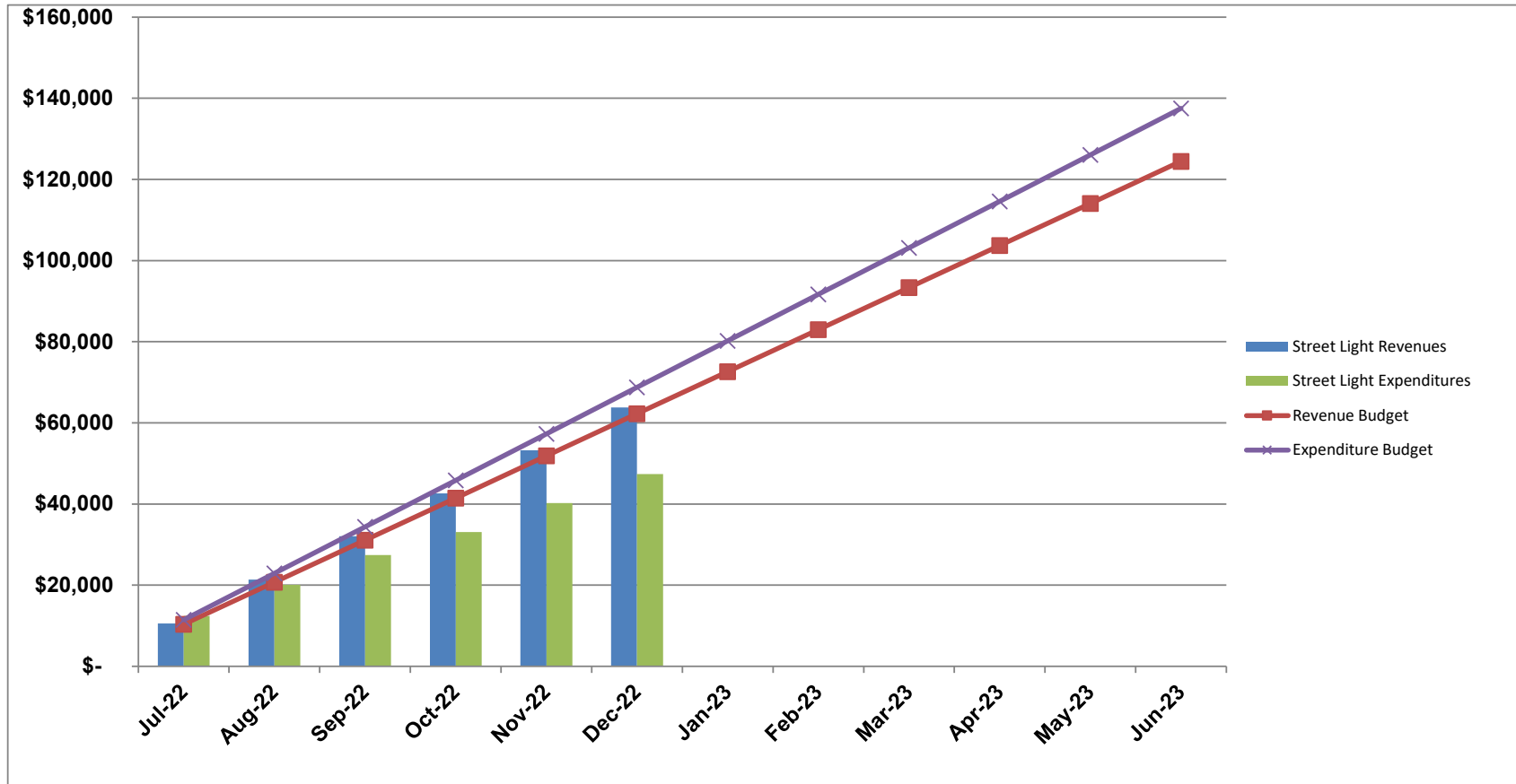
# McKinleyville Community Services District December 2022

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



# McKinleyville Community Services District December 2022

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



**McKinleyville Community Services District  
Capital Expenditure Report  
as of December 31, 2022**

	December	YTD Total	FY 22-23 Budget	Remaining		Notes
				Budget \$	Budget %	
<b>Water Department</b>						
Norton Tank Tree Service		-	10,000	10,000	100%	
Water Tank Painting	264,993	637,909	749,000	111,091	15%	Water Tank Painting & Cathodic
4.5m New Water Tank	67,665	285,136	2,132,000	1,846,864	87%	Drilling, LACO Assoc.
Production Meter Replacements	-	-	8,000	8,000	100%	Production Meter Replacement
McCluski Tank3 Replace Roof Vents	-	-	-	-	#DIV/0!	McCluski Tank3 Replace Roof Vents
Emergency Generator-Cochran	-	-	50,000	50,000	100%	CochranEmergency Generator
Fire Hydrant System Upgrade	-	-	7,000	7,000	100%	Fire Hydrant System Upgrade
Blake Station Upgrades	-	-	-	-	#DIV/0!	Blake Station Upgrades
Digital Control & Radio Telemetry Upgrade	-	-	10,000	10,000	100%	Radio Telemetry upgrade
Water Main Rehab & Replacement	1,209	38,294	2,500,000	2,461,706	98%	Water Main Rehab
Property Purchase- Tank Site	-	-	-	-	#DIV/0!	Property Purch/Imprv.Tank Site
<b>Subtotal</b>	<b>333,866</b>	<b>961,339</b>	<b>5,466,000</b>	<b>4,504,661</b>	<b>82%</b>	
<b>Wastewater Department</b>						
Sewer Main Rehab & Replacement	1,170	54,110	1,500,000	1,445,890	96%	Sewer Main Rehab
WWMF Sludge Disposal - next	-	-	200,000	200,000	100%	Sludge handling/disposal
WWMF Engineering Study	-	-	70,000	70,000	100%	
WWMF Pond Armoring	-	-	75,000	75,000	100%	WWMF Pond Armoring
WWMF Secondary Effluent Motor	-	-	6,000	6,000	100%	WWMF Secondary Effluent Motor
Collection Upgrades-UndercrossingsProj	-	-	1,149,000	1,149,000	100%	Collection System upgrades
Fischer Lift Station Generator	-	-	40,000	40,000	100%	Fischer Lift Stn Generator
Solar Project - CWSRF Grant/Loan	2,340	83,212	1,060,000	976,788	92%	WWMF Solar Project
WWMF - CEQA/ NPDES Permit	-	-	25,000	25,000	100%	NPDES Permit Project
Underground pipe locator & camera	-	-	5,000	5,000	100%	Underground pipe locator & camer
SCBA Apparatus and Bottles	-	-	6,000	6,000	100%	WWMF Lab Cabinets
Sewer Main Camera Replacement	-	-	30,000	30,000	100%	SwrLiftStnUpgrade-Letz
<b>Subtotal</b>	<b>3,510</b>	<b>137,323</b>	<b>4,166,000</b>	<b>4,028,677</b>	<b>97%</b>	
<b>Water &amp; Wastewater Operations</b>						
Heavy Equipment	-	-	130,000	130,000	100%	backhoe, aircompressor
Utility Vehicles	-	-	40,000	40,000	100%	CCTV truck, 3/4 or 1-ton Pickup
Office, Corporate Yard & Shops	-	4,000	170,000	166,000	98%	Facilities upgrade/sealcoat
Computers & Software	-	-	18,000	18,000	100%	Server, PCs, GIS/SEMS/CADD
Fischer Ranch - Reclamation Site Upgrade (tree fa	1,244	15,822	100,000	84,178	84%	Match to 3rd party grant funding
Fischer Ranch - Barn & Fence upgrades, Irrig	1,439	11,249	50,000	38,751	78%	Barn/ house/ fence, Irrig. pipe, Unc
Office Remodel	2,169	2,169	360,000	357,831	99%	Purch property behind main offc
Small Equipment & Other	-	-	20,000	20,000	100%	Misc.response, & GPS surveying
<b>Subtotal</b>	<b>-</b>	<b>33,240</b>	<b>888,000</b>	<b>854,760</b>	<b>96%</b>	
<b>Enterprise Funds Total</b>	<b>342,229</b>	<b>1,131,902</b>	<b>10,520,000</b>	<b>9,388,098</b>	<b>89%</b>	
<b>Parks &amp; Recreation Department</b>						
BMX Park	25,215	58,234	800,000	741,766	93%	BMX Park
Hiller Park & Sports Complex	-	-	-	-	#DIV/0!	Hiller Sports Sealcoat-CountyGrant
Pierson Park - Landscaping & signage	-	-	98,000	98,000	100%	Pierson Pk-Landscape & signage
Azalea Hall Projects	-	-	187,000	187,000	100%	Major appliance replacemnt
McKinleyville Activity Center Upgrades	-	-	-	-	#DIV/0!	Flooring replacement
Law Enforcement Facility Improvements	-	-	16,000	16,000	100%	LEF flooring/Library Carpet
Projects Funded by Quimby/Grants/ Other	-	-	400,000	400,000	100%	CommForest,SkatePk,LandAcq
Other Parks Projects & Equipment	-	-	24,000	24,000	100%	Utility truck from Ops?
<b>Subtotal</b>	<b>25,215</b>	<b>58,234</b>	<b>1,525,000</b>	<b>725,000</b>	<b>48%</b>	
<b>Streetlights</b>						
LED Repairs	-	-	5,000	5,000	100%	
Pole Inspection	-	-	42,000	42,000	100%	Pole Inspection/Replacement
<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>47,000</b>	<b>47,000</b>	<b>100%</b>	
<b>Governmental Funds Total</b>	<b>25,215</b>	<b>58,234</b>	<b>1,572,000</b>	<b>772,000</b>	<b>49%</b>	
<b>All Funds Total</b>	<b>367,444</b>	<b>1,190,135</b>	<b>12,092,000</b>	<b>10,160,098</b>	<b>84%</b>	

**McKinleyville Community Services District  
 Summary of Grants  
 as of December 31, 2022**

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

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

**McKinleyville Community Services District  
Summary of Long-Term Debt Report  
as of December 31, 2022**

**Principal Maturities and  
Scheduled Interest**

		<b>Maturity</b>		<b>Balance- Nov.</b>	<b>Balance- Dec.</b>		<b>Principal Maturities and Scheduled Interest</b>
	<b>%</b>	<b>Date</b>		<b>30, 2022</b>	<b>31, 2022</b>	<b>FY-23</b>	<b>Thereafter</b>
<b>Water Fund:</b>							
I-Bank		8/1/30	P	476,538.79	476,538.79	-	476,538.81
Interest	3.37%		I			8,029.69	67,028.60
State of CA Energy Commission (ARRA)		12/22/26	P	48,700.45	48,700.45	5,982.58	42,717.67
Interest	1.0%		I			516.85	859.98
State of CA (Davis Grunsky)		1/1/33	P	1,087,383.49	1,087,383.49	-	1,087,383.49
State of CA (Davis Grunsky) Deferred Interest		1/1/33	P	170,345.85	170,345.85	-	170,345.85
Interest	2.5%		I			14,654.49	155,047.44
COPS - Series 2021A, Water Fund		8/1/51	P	4,270,000.00	4,270,000.00	-	4,270,000.00
Interest	2.93%	8/1/51	I	-	-	84,405.56	2,555,737.50
Total Water Fund-Principal				6,052,968.58	6,052,968.58	5,982.58	6,046,985.82
Total Water Fund-Interest						107,606.59	2,778,673.52
<b>Total Water Fund</b>				<b>6,052,968.58</b>	<b>6,052,968.58</b>	<b>113,589.17</b>	<b>8,825,659.34</b>
<b>Wastewater Fund:</b>							
WWMF SRF Loan		7/31/47	P	13,573,682.87	13,573,682.87	-	14,034,677.46
Interest	1.6%		I			-	3,002,119.13
Chase Bank (Pialorsi Property)		3/8/35	P	1,289,500.00	1,289,500.00	-	1,243,600.00
Interest	2.9%		I	-	-	-	153,015.55
COPS - Series 2021B, Wastewater Fund		9/15/51	P	3,485,000.00	3,485,000.00	-	3,485,000.00
Interest	2.93%	9/15/51	I	-	-	58,512.50	2,056,175.00
Total Wastewater Fund-Principal				18,348,182.87	18,348,182.87	-	18,763,277.46
Total Wastewater Fund-Interest						-	5,211,309.68
<b>Total Sewer Fund</b>				<b>18,348,182.87</b>	<b>18,348,182.87</b>	<b>-</b>	<b>23,974,587.14</b>
<b>Meas. B Fund: Teen/Comm Center Loan</b>		11/1/29	P	775,024.00	775,024.00	50,252.00	733,552.00
	3.55%		I			13,912.52	94,344.18
Total Principal				25,176,175.45	25,176,175.45	56,234.58	25,543,815.28
Total Interest						121,519.11	8,084,327.38
<b>Total</b>				<b>25,176,175.45</b>	<b>25,176,175.45</b>	<b>177,753.69</b>	<b>33,628,142.66</b>

**Non-debt Long Term Liabilities, District-wide**

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

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
<b>Accounts Payable Disbursements</b>						
12012	12/16/2022	AND2V	AND02 STALE DATED 7/10/14	(281)	C21216H	AND02 VOID STALE DATED CH
12774	12/16/2022	BEA1V	BEA01 STALE DATED 5/8/201	(22)	C21216H	VOID BEA01 STALE DATED 5/
13748	12/16/2022	YOU1V	YOU01 STALE DATED 5/26/16	(64)	C21216H	VOID YOU01 STALE DATED 5-
13783	12/16/2022	YOU1V	YOU01 STALE DATED 5/26/16	(61)	C212162H	VOID YOU1V STALE DATED 6-
14769	12/16/2022	SAV1V	SAV01 STALE DATED 8/10/17	(39)	C21216H	VOID SAV01 STALE DATED 8-
30538	12/16/2022	H013V	\H013 STALE DATED 9/5/201	(92)	C21216H	VOID \H013 STALE DATED 9-
30550	12/16/2022	S018V	\S018 STALE DATED 1/4/201	(100)	C21216H	VOID \S018 STALE DATED 1-
30670	12/16/2022	B030V	\B030 STALE DATED 2/1/16	(34)	C21216H	VOID \B030 STALE DATED 2-
31176	12/16/2022	S002V	\S002 STALE DATED 6/6/201	(56)	C21216H	VOID \S002 STALE DATED 6-
31422	12/16/2022	O006V	\O006 STALE DATED 8/1/201	(92)	C21216H	\O006 STALE DATED 8-1-201
31542	12/16/2022	C022V	\C022 STALE DATED 9/7/201	(21)	C21216H	VOID \C022 STALE DATED 9-
32216	12/16/2022	L003V	\L003 STALE DATED 2/6/201	(120)	C21216H	VOID \L003 STALE DATED 2-
32321	12/16/2022	S012V	\S012 STALE DATED 3/7/201	(100)	C21216H	VOID \S012 STALE DATED 3-
32522	12/16/2022	L005V	\L005 STALE DATED 5/1/201	(16)	C21216H	VOID \L005 STALE DATED 5-
32679	12/16/2022	A013V	\A013 STALE DATED 6/25/20	(30)	C21216H	VOID \A013 STALE DATED 6-
33060	12/16/2022	G009V	\G009 STALE DATE 9/5/2017	(92)	C21216H	VOID \G009 STALE DATE 9-5
33412	12/16/2022	D011V	\D011 STALE DATED 12/4/17	(104)	C21216H	VOID \D011 STALE DATED 12
33696	12/16/2022	M035V	\M035 STALE DATED 2/5/201	(46)	C21216H	VOID \M035 STALE DATED 2-
33806	12/16/2022	F012V	\F012 STALE DATED 3/5/201	(28)	C21216H	VOID \F012 STALE DATED 3-
34199	12/16/2022	M001V	\M001 STALE DATE 6/4/2018	(74)	C21216H	VOID \M001 STALE DATED 6-
34206	12/16/2022	W015V	\W015 STALE DATED 6/4/201	(91)	C21216H	VOID \W015 STALE DATED 6-
34318	12/16/2022	C019V	\C019 STALE DATED 7/2/201	(16)	C21216H	VOID \C019 STALE DATED 7-
34320	12/16/2022	F015V	\F015 STALE DATED 7/2/18	(20)	C21216H	VOID \F015 STALE DATED 7-
34459	12/16/2022	G003V	\G003 STALE DATED 8/7/201	(60)	C21216H	VOID \G003 STALE DATED 8-
34689	12/16/2022	J018V	\J018 STALE DATED 10/2/18	(27)	C21216H	VOID \J018 STALE DATED 10
34693	12/16/2022	R012V	\R012 STALE DATED 10/2/18	(93)	C21216H	VOID \R012 STALE DATED 10
35108	12/16/2022	0051V	*0051 STALE DATED 1/21/20	(100)	C21216H	VOID *0051 STALE DATED 01
35110	12/16/2022	0053V	*0053 STALE DATED 1/21/20	(117)	C21216H	VOID *0053 STALE DATED 01
35199	12/16/2022	O001V	\O001 STALE DATED 2/11/20	(92)	C21216H	VOID \O001 STALE DATED 2-



35201	12/16/2022	P017V	\P017 STALE DATED 2/11/20	(16)	C21216H VOID \P017 STALE DATED 2-
35203	12/16/2022	R009V	\R009 STALE DATED 2/11/19	(29)	C21216H VOID \R009 STALE DATED 2-
35402	12/16/2022	M040V	\M040 STALE DATED 4/8/201	(109)	C21216H VOID \M040 STALE DATED 4-
40469	12/16/2022	*0036	AH DEPOSIT REFUND	(100)	C21121u Ck# 040469 Reversed
40490	12/2/2022	*0036	DALENE DENTON	100	116961 AH DEPOSIT REFUND
40491	12/2/2022	*0037	AH DEPOSIT REFUND	100	116962 AH DEPOSIT REFUND
40492	12/2/2022	ACW01	CB&T/ACWA-JPIA	12,683	695336 GRP. HEALTH INS
40493	12/2/2022	ALV04	FLEX SPENDING REIMB - CHI	105	C21202 FLEX SPENDING REIMB - CHI
40494	12/2/2022	BLA01	FLEX SPENDING REIMBURSEM	60	C21201 FLEX SPENDING REIMBURSEME
40495	12/2/2022	CPR01	CALIFORNIA PARK & RECREA1	555	C21202 MEMBERSHIP RENEWAL
40496	12/2/2022	EUR07	Eureka Rubber Stamp Co.	79	A35418 OFFICE SUPPLIES
40497	12/2/2022	FAS02	FASTRAK INVOICE PROCESSI	7	282746588 RSR BRIDGE TOLL
40498	12/2/2022	GHD01	GHD	2,510	23016 WATER RECYCLING PLANNING
				10,246	23129 CENTRAL MAINLINE REPLACEM
				5,591	23246 MICROGRID
			Check Total:	<u>18,347</u>	
40499	12/2/2022	HEL01	12/9/22 JUNIOR HIGH DANCE	500	C21202 12/9/22 JUNIOR HIGH DANCE
40500	12/2/2022	HUM01	HUMBOLDT BAY MUNICIPAL W	104,027	C21202 WTR PURCHASED
40501	12/2/2022	MAY02	DENNIS MAYO	125	C21202 11/2/2022 BOARD MEETING
40502	12/2/2022	RCS01	RC SYSTEMS, INC.	550	19391 SUBSCRIPTION RENEWAL
40503	12/2/2022	SIX03	SIX RIVERS MECHANICAL	135	14848 PROFESSIONAL SERVICES
40504	12/2/2022	SMA02	SMARTHIRE	20	53949 N SCHWENN CREDIT CHECK
40505	12/2/2022	STA03	STATE OF CALIFORNIA	17,035	0150016X DAVIS-GRUNSKY ACT
40506	12/2/2022	STA22	SWRCB	2,417	C21202 4.5 MG WATER TANK PROJECT
40507	12/2/2022	STR01	STREAMLINE	300	25 SUBSCRIPTIONS
40508	12/2/2022	TPX01	TPx COMMUNICATIONS	2,806	85466 INTERNET SERVICES
40509	12/2/2022	VER01	VERIZON WIRELESS	76	C21201 CELL PHONES/TABLET
40510	12/2/2022	\C009	MQ CUSTOMER REFUND FOR	34	000C21201 MQ CUSTOMER REFUND FOR CA
40511	12/2/2022	\D011	MQ CUSTOMER REFUND FOR	5	000C21201 MQ CUSTOMER REFUND FOR DA
40512	12/2/2022	\J012	MQ CUSTOMER REFUND FOR	13	000C21201 MQ CUSTOMER REFUND FOR JI
40513	12/2/2022	\J013	MQ CUSTOMER REFUND FOR	26	000C21201 MQ CUSTOMER REFUND FOR JO
40514	12/2/2022	\L012	MQ CUSTOMER REFUND FOR	13	000C21201 MQ CUSTOMER REFUND FOR LA
40515	12/2/2022	\M018	MQ CUSTOMER REFUND FOR	276	000C21201 MQ CUSTOMER REFUND FOR MA
40516	12/2/2022	\S001	MQ CUSTOMER REFUND FOR	5	000C21201 MQ CUSTOMER REFUND FOR SO
40517	12/2/2022	\S023	MQ CUSTOMER REFUND FOR	120	000C21201 MQ CUSTOMER REFUND FOR ST

40518	12/2/2022 \U001	MQ CUSTOMER REFUND FOR	33	000C21201	MQ CUSTOMER REFUND FOR UR
40519	12/8/2022 *0038	YOUTH SPORTS CAMP REFUN	30	C21207	YOUTH SPORTS CAMP REFUND
40520	12/8/2022 *0039	YOUTH SPORTS CAMP REFUN	30	C21207	YOUTH SPORTS CAMP REFUND
40521	12/8/2022 *0040	CALIFORNIA TRIBAL PARTNER	115	C21207	YOUTH BASKETBALL/SPORTS C
40522	12/8/2022 AMA01	AMAZON CAPITAL SERVICES	36	C21207	SUPPLIES
40523	12/8/2022 BAD01	BADGER METER, Inc.	361	80113611	HOSTING SERVICES
40524	12/8/2022 BLA02	BLACK DOG OUTFITTERS	540	511	OPS CLOTHING
40525	12/8/2022 GRA02	GRAINGER	183	527969589	SUPPLIES AND REPAIRS
40526	12/8/2022 HAR03	HARPER MOTORS CO.	89	838586/1	REPAIRS
40527	12/8/2022 HAR13	The Hartford - Priority A	446	189989313	GRP. HEALTH INS
40528	12/8/2022 HUM08	HUMBOLDT SANITATION	672	2BX02694	1656 SUTTER RD - GARBAGE
			642	2BX02695	1705 GWIN RD - GARBAGE SE
			320	2BX02696	675 HILLER RD - GARBAGE S
			642	2BX02827	1620 PICKET RD - GARBAGE
		Check Total:	<u>2,277</u>		
40529	12/8/2022 IBS01	IBS OF THE REDWOODS	141	180027398	SUPPLIES
40530	12/8/2022 INF02	INFOSEND	3,139	225207	POSTAGE AND MAILING
40531	12/8/2022 INF03	INFINITE CONSULTING SERVI	3,830	10323	HOSTING SERVICES
40532	12/8/2022 LDA01	LDA PARTNERS	4,000	16350222	ARCHITECTURAL SERVICES
40533	12/8/2022 MAY02	DENNIS MAYO	104	C21207	TRAVEL REIMBURSEMENT - BO
40534	12/8/2022 MCK04	MCK ACE HARDWARE	804	C21207	REPAIRS/SUPPLY
40535	12/8/2022 MEN01	MENDES SUPPLY CO.	1,750	C21207	REPAIRS/SUPPLY
40536	12/8/2022 MIL01	Miller Farms Nursery	2,484	C21207	REPAIRS/SUPPLY
40537	12/8/2022 MIT02	MITEL	780	41971761	PHONE SERVICES
40538	12/8/2022 NOR03	LOOMIS BASIN EQUINE MEDIC	189	1380078	REPAIRS/SUPPLY TREATMENT
40539	12/8/2022 NOR13	NORTHERN CALIFORNIA SAFE	120	28661	MONTHLY FEES
40540	12/8/2022 NOR35	NORTHERN HUMBOLDT	992	ES23-059	PROFESSIONAL SERVICES
			678	ES23-060	PROFESSIONAL SERVICES
		Check Total:	<u>1,669</u>		
40541	12/8/2022 SEC03	SECURITY LOCK & ALARM	223	220011577	PROFESSIONAL SERVICES
40542	12/8/2022 SOU03	APRIL SOUSA	641	C21207	NORTH COAST APP - DISHWAS
			43	189107534	FLEX SPENDING REIMBURSEME
		Check Total:	<u>684</u>		
40543	12/8/2022 STA02	STATE OF CALIFORNIA ENERC	6,225	11549	LOAN REPAYMENT
40544	12/8/2022 THO02	Thomas Home Center	366	C21207	REPAIRS/SUPPLY
40545	12/8/2022 USA01	USA BLUEBOOK	440	190847	LAB TREATMENT
40546	12/8/2022 VAL01	VALLEY PACIFIC PETROLEUM	852	22571253	GAS/OIL/LUBE

40547	12/8/2022	VAL02	VALLEY PACIFIC	3,701	22-570698	GAS/OIL/LUBE
40548	12/14/2022	ACC04	ACCURATE DRUG TESTING SE	130	7090	PHYSICAL
40549	12/14/2022	ADV01	ADVANCED SECURITY SYSTEM	355	630324	PROFESSIONAL SERVICES
40550	12/14/2022	ALV04	NICOLE ALVARADO	175	C21213	CPA LICENSE ETHICS EXAM
40551	12/14/2022	BIN02	SCOTT BINDER	80	C21209	BOARD TRAVEL REIMBURSEMENT
40552	12/14/2022	BOR01	BORGES & MAHONEY CO.	950	144043	
				3,695	144077	SUPPLIES
				297	144082	SUPPLIES
			Check Total:	<u>4,942</u>		
40553	12/14/2022	CAL10	CALIFORNIA HEATING	104	S13712	LABOR/SUPPLIES
40554	12/14/2022	COM04	COMPLIANCE ASSOCIATES	3,150	81784	2023 ENROLLMENT FEES
40555	12/14/2022	CWE01	CWEA	202	C21214	RENEWAL/MEMBERSHIP
40556	12/14/2022	DEP05	DEPARTMENT OF JUSTICE	32	621685	FINGERPRINTING
40557	12/14/2022	FED01	FedEx Office	189	797235387	LAB TESTS SHIPPING
40558	12/14/2022	FED02	FEDAK & BROWN LLP	2,097	C21213	ACCT. / AUDIT
40559	12/14/2022	HAR03	HARPER MOTORS CO.	85	840452/2	REPAIRS AND SUPPLIES
				92	840547/2	REPAIRS AND SUPPLIES
			Check Total:	<u>177</u>		
40560	12/14/2022	LES01	LES SCHWAB TIRE CENTER	48	600515473	REPAIRS AND SUPPLIES
40561	12/14/2022	MIT01	MITCHELL LAW FIRM	239	51331	LEGAL
40562	12/14/2022	NOR01	NORTH COAST LABORATORIE	4,200	C21209	LAB TESTS
40563	12/14/2022	NOR13	NORTHERN CALIFORNIA SAFE	500	28676	TRAINING
				300	28682	TRAINING
				400	28690	TRAINING
				200	28693	TRAINING
			Check Total:	<u>1,400</u>		
40564	12/14/2022	PGE01	PG & E (Office & Field)	21,866	C21209	GAS & ELECTRIC
40565	12/14/2022	PGE09	PGE-STREETLIGHTS	102	C21209	GAS & ELECTRIC S.L.- ZONE
40566	12/14/2022	PGE11	PGE STREETLIGHTS	20	C21209	GAS & ELECTRIC SEWER PUMP
40567	12/14/2022	PGE12	PGE	76	C21209	GAS & ELECTRIC HILLER SPO
40568	12/14/2022	SEC03	SECURITY LOCK & ALARM	326	220011774	PROFESSIONAL SERVICES
40569	12/14/2022	SEQ01	BLUE STAR GAS	1	271651	TANK RENTAL
40570	12/14/2022	STA11	STAPLES CREDIT PLAN	332	C21209	OFFICE SUPPLIES
40571	12/14/2022	THA01	THATCHER COMPANY, INC.	2,783	250107702	REPAIRS/SUPPLY TREATMENT
40572	12/14/2022	UMP01	UMPQUA COMMERCIAL CARD	683	1222BD	TRAVEL/TRAINING/SUPPLIES
				2,414	1222JH	TRAVEL/TRAINING/SUPPLIES
				62	1222LF	TRAVEL/TRAINING/SUPPLIES
				516	1222NA	TRAVEL/TRAINING/SUPPLIES
				169	1222PD	TRAVEL/TRAINING/SUPPLIES
				456	1222PK	TRAVEL/TRAINING/SUPPLIES
			Check Total:	<u>4,301</u>		

40573	12/21/2022	*0041	CUSTOMER REFUND AZALEA I	100	C21219	CUSTOMER REFUND AZALEA HA
40574	12/21/2022	*0042	CUSTOMER REFUND YOUTH S	23	C21219	CUSTOMER REFUND YOUTH SPO
40575	12/21/2022	*0043	CUSTOMER REFUND AZALEA I	100	C21219	CUSTOMER REFUND AZALEA HA
40576	12/21/2022	*0044	CUSTOMER REFUND AZALEA I	100	C21219	CUSTOMER REFUND AZALEA HA
40577	12/21/2022	ARC07	ARCATA FIRE PROTECTION DI	7,158	1234	ARCATA FIRE ASSESSMENT FE
40578	12/21/2022	BLA01	JOSEPH M. BLAINE	162	C21219	TRAINING
40579	12/21/2022	BNY01	BNY MELLON TRUST COMPAN	75,233	CT2124630	LOAN INTEREST PAYMENT
40580	12/21/2022	COA01	COASTAL BUSINESS SYSTEMS	1,016	33038261	OFFC EQUIP LEAS
40581	12/21/2022	COR01	CORBIN WILLITS SYSTEMS, I	963	C212151	SUBSCRIPTIONS
40582	12/21/2022	FED01	FedEx Office	390	797978385	LAB TESTS TREATMENT
40583	12/21/2022	GHD01	GHD	2,379	800024396	CENTRAL MAIN REPLACEMENT
40584	12/21/2022	LES01	LES SCHWAB TIRE CENTER	994	5159352	REPAIRS AND SUPPLIES
40585	12/21/2022	MAU01	MAUREEN KANE & ASSOCIATE	1,500	C21220	PROFESSIONAL DEVELOPMENT
40586	12/21/2022	MPL01	MOTION PICTURE LICENSING	689	504406212	SUBSCRIPTIONS
40587	12/21/2022	ORE01	O'REILLY AUTOMOTIVE, INC.	3	537117982	REPAIRS/SUPPLY
40588	12/21/2022	PGE10	PGE STREETLIGHTS	4	C21219	GAS & ELECTRIC S.L.- ZONE
40589	12/21/2022	SMA04	SMARTCOVER SYSTEMS, INC.	8,842	24265	RENEWAL
40590	12/21/2022	STR01	STREAMLINE	300	DF9E70025	SUBSCRIPTIONS
40591	12/21/2022	SWR02	SWRCB FEES	3,453	WD0212541	ANNUAL PERMIT FEE
				12,598	WD0212668	ANNUAL PERMIT FEE
				794	WD0212701	ANNUAL PERMIT FEE
			Check Total:	<u>16,845</u>		
40592	12/21/2022	UNI09	UNIFIED FIELD SERVICES CO	210,471	1022953	WATER TANK UPGRADE
40593	12/22/2022	GHD01	GHD	2,340	800024782	MICROGRID
40594	12/22/2022	KEN02	KENNEDY/JENKS CONSULTAN	66,810	160125	PROFESSIONAL SERVICES 4.5
40595	12/22/2022	PGE05	PGE	460	C21222	GAS & ELECTRIC S.L.- ZONE
40596	12/22/2022	PGE06	PG&E-STREETLIGHTS	21	C21222	GAS & ELECTRIC S.L.- ZONE
40597	12/22/2022	PGE07	PG&E STREETLIGHTS	1,327	C21222	GAS & ELECTRIC
40598	12/22/2022	PGE08	PGE STREETLIGHTS	20	C21222	GAS & ELECTRIC S.L.- ZONE
40599	12/22/2022	PGE09	PGE-STREETLIGHTS	102	C21222	GAS & ELECTRIC S.L.- ZONE
40600	12/22/2022	PIT01	PITNEY BOWES GLOBAL FINAI	767	22189430	SUPPLIES FOR POSTAGE MACH
D00079	12/5/2022	BIN01	BINDER, SCOTT	125	C21205	11/2/22 BOARD MEETING
			ORSINI, GREG	125	C21205	11/2/22 BOARD MEETING
			COUCH, DAVID	125	C21205	11/2/22 BOARD MEETING
			BITEMAN, JAMES	125	C21205	11/2/22 BOARD MEETING
			Check Total:	<u>500</u>		
<b>Total Disbursements, Accounts Payable</b>				<u><u>640,767</u></u>		

**Payroll Related Disbursements**

18557	12/8/2022	CAL12	CalPERS 457 Plan	212	C21201	RETIREMENT
				8,689	C21208	RETIREMENT
				920	1C21208	PERS 457 LOAN PMT
			Check Total:	<u>9,821</u>		
18558	12/8/2022	DIR01	DIRECT DEPOSIT VENDOR- US	39,329	C21208	Direct Deposit
18559	12/8/2022	EMP01	Employment Development	40	C21201	STATE INCOME TAX
18559	12/8/2022	EMP01	Employment Development	2,051	C21208	STATE INCOME TAX
				29	1C21201	SDI
				873	1C21208	SDI
				18	2C21201	STATE INCOME TAX
				3	3C21201	SDI
			Check Total:	<u>2,974</u>		
18560	12/8/2022	HEA01	HEALTHQUITY, ATTN: CLINT	50	C21208	HSA
18561	12/8/2022	HUM29	UMPQUA BANK--PAYROLL DEF	180	C21201	FEDERAL INCOME TAX
				7,830	C21208	FEDERAL INCOME TAX
				328	1C21201	FICA
				9,872	1C21208	FICA
				77	2C21201	MEDICARE
				2,309	2C21208	MEDICARE
				59	3C21201	FEDERAL INCOME TAX
				33	4C21201	FICA
				8	5C21201	MEDICARE
			Check Total:	<u>20,694</u>		
18562	12/8/2022	ACW01	CB&T/ACWA-JPIA	59,540	C21130	MED-DENTAL-EAP INSUR
18563	12/8/2022	PUB01	Public Employees PERS	21,909	C21130	PERS PAYROLL REMITTANCE
18597	12/21/2022	CAL12	CalPERS 457 Plan	8,678	C21221	RETIREMENT
				920	1C21221	PERS 457 LOAN PMT
			Check Total:	<u>9,598</u>		
	12/9/2022		Payroll	13,856		
	12/12/2022		Payroll	3,312		
18598	12/21/2022	DIR01	DIRECT DEPOSIT VENDOR- US	39,239	C21221	Direct Deposit
18599	12/21/2022	EMP01	Employment Development	65	C21212	STATE INCOME TAX
				2,095	C21221	STATE INCOME TAX
				43	1C21212	SDI
				869	1C21221	SDI
			Check Total:	<u>3,071</u>		
18600	12/21/2022	HEA01	HEALTHQUITY, ATTN: CLINT	50	C21221	HSA
18601	12/21/2022	HUM29	UMPQUA BANK--PAYROLL DEF	217	C21212	FEDERAL INCOME TAX
				8,249	C21221	FEDERAL INCOME TAX
				483	1C21212	FICA
				9,937	1C21221	FICA
				113	2C21212	MEDICARE
				2,430	2C21221	MEDICARE
			Check Total:	<u>21,427</u>		
	12/23/2022		Payroll	17,463		
			<b>Total Disbursements, Payroll</b>	<u><b>262,374</b></u>		
			<b>Total Check Disbursements</b>	<u><b>903,142</b></u>		

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# McKinleyville Community Services District

## BOARD OF DIRECTORS

February 1, 2023

TYPE OF ITEM: **ACTION**

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

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

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

**Recommendation:**

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

**Discussion:**

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

1st Notice	October 19, November 4 2022
10 Day Notice	January 18, 2023
Board Meeting	February 1, 2023
Lock	March 6, 2023
<b>Routes 16, 17, 18</b>	

<b>Account #</b>	<b>Address</b>
16-415-000	3305 Barnett Ave
17-955-000	3020 Central Ave
17-400-000	3921 Dows Prairie Rd
18-265-000	1640 Balboa Rd

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# McKinleyville Community Services District

## BOARD OF DIRECTORS

February 1, 2023

TYPE OF ITEM: **ACTION**

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**ITEM: D.4**                      **Consider Approval of Memorandum of Understanding (MOU) Between McKinleyville Community Services District (MCSD) and the McKinleyville Chamber of Commerce (Chamber) for Beautification and Decoration within the County Right of Way Along Central Avenue in McKinleyville, CA**

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

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

### **Recommendation:**

Staff recommends that the Board review information provided and authorize Board President to execute the MOU between MCSD and the Chamber for continued beautification and decoration within the County Right of Way along Central Avenue in McKinleyville, CA, with any recommended modifications, **Attachment 1**.

### **Discussion:**

In February 2020 the MCSD Board of Directors approved the renewal an MOU between MCSD and the McKinleyville Chamber of Commerce for the beautification and decoration within the County Right of Way along Central Ave. that was originally established in 2017. Since then the Chamber has maintained an encroachment permit with the County and has annually installed and maintained flower baskets on light poles.

The Chamber has requested that the MOU renewal be for a term of 3 years, which would coincide with the term of the current encroachment permit with the County.

### **Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

### **Fiscal Analysis:**

Not applicable

### **Environmental Requirements:**

Not applicable

### **Exhibits/Attachments:**

- Attachment 1 – MOU MCSD and Chamber

**MEMORANDUM OF UNDERSTANDING BETWEEN  
MCKINLEYVILLE COMMUNITY SERVICES DISTRICT and  
THE MCKINLEYVILLE CHAMBER OF COMMERCE**

FOR BEAUTIFICATION AND DECORATION WITHIN THE COUNTY RIGHT OF WAY ALONG  
CENTRAL AVENUE IN MCKINLEYVILLE, CA

This Memorandum of Understanding (MOU) is entered into effective February 1, 2023, by and between the McKinleyville community Services District, herein referred to as (MCSD), the McKinleyville Chamber of Commerce herein referred to as (CHAMBER).

The term of this agreement shall commence on the above date and shall terminate on February 28, 2026.

**Purpose and Background:**

The purpose of this MOU is to establish MCSD and CHAMBER respective roles, duties and responsibilities that each party hereby agrees to perform and undertake with respect to beautification and decoration within the Central Avenue Open Space Maintenance Zone (OSMZ), located along Central Avenue, a County right of way.

This cooperation serves the mutual interest of both parties and the public.

The Central Ave. OSMZ extends north along Central Ave., a County right of way, from the intersection of Central Ave. and Anna Sparks Way to the intersection of Central Ave. and 110 feet north of Bates Ave. Located within the Central Ave. OSMZ are 77 parcels that front Central Ave. The CHAMBER wishes to hang flower baskets on a select number of poles within the Central Ave. OSMZ.

MCSD and CHAMBER hereby wish to establish a cooperative relationship under the terms and conditions set forth below.

Nothing in this MOU shall alter, amend, or otherwise affect the rights and responsibility of those property owners owning property that fronts Central Ave. within the Central Ave. OSMZ. Those property owners remain responsible for maintaining the condition of the sidewalk along the linear footage of their respective properties.

**Respective Roles, Duties and Responsibilities of MCSD and CHAMBER:**

**Section A: As to CHAMBER:**

1. CHAMBER agrees to assume responsibility for all labor, equipment and materials required for the hanging of flower baskets on light poles within the Central Ave. OSMZ.
2. CHAMBER agrees to assume responsibility for all maintenance related to the flower baskets.

3. CHAMBER agrees to provide proof of Worker's Compensation coverage for all labor performed on behalf of CHAMBER within the Central Ave. OSMZ.
4. CHAMBER agrees to not allow the hanging, removal, maintenance or any other activity related to the flower baskets, to interfere with the open space maintenance responsibilities of MCSD.
5. CHAMBER agrees to coordinate with MCSD in the scheduling of the installation and removal of flower baskets to ensure said activities do not interfere with MCSD's scheduled maintenance of the Central Ave. OSMZ.
  - a. Scheduling of the annual installation and removal of flower baskets will be as follows:
    - i. Baskets will be hung within the last two weeks of May, prior to Pony Express Days celebrations and removed by the end of October each year.
6. CHAMBER agrees to obtain and maintain throughout the term of this agreement, comprehensive general public liability insurance issued by and insurance carrier acceptable to MCSD naming the CHAMBER as insured and MCSD as additionally insured against any injuries or damages to persons or property caused by or arising out of the CHAMBER'S occupation and/or activities within the Central Ave. OSMZ under this agreement in amounts of not less than \$1,000,000 for any individual claimant and \$2,000,000 per occurrence.

**Section B: As to MCSD:**

1. MCSD agrees to grant CHAMBER access to requested areas within the Central Ave. OSMZ for the purposes of hanging flower baskets on light poles and the maintenance and/or removal of said amenities.
2. MCSD agrees to coordinate maintenance scheduling of the Central OSMZ in order to facilitate the CHAMBER'S access to areas as requested by the CHAMBER.

**Section C: CHAMBER, MCSD Further Agree and Acknowledge that:**

1. MCSD and CHAMBER agree to mutually hold harmless, indemnify and defend the other party from and against any and all claims for personal injuries or property damages which arise out of the indemnifying party's performance of the terms of this agreement.
2. This MOU and the rights, duties, and responsibilities set forth herein are contingent upon the CHAMBER successfully acquiring a Right of Way Encroachment Permit from the County of Humboldt Department of Public Works for access to the Central Ave. right of way.

3. This MOU and the rights, duties, and responsibilities set forth herein are contingent and conditioned upon the continued approval of the affected property owners within the Central Ave. OSMZ.
4. This MOU shall remain effective and renew annually unless and until the Central Ave. OSMZ is dissolved. MCSD acknowledge that MCSD will seek reauthorization to continue the Central Ave. OSMZ every five (5) years from the affected property owners.
5. The General Manager of MCSD, the CEO of the CHAMBER agree to review the status of this MOU every year, within two (2) months of the renewal date.
6. This MOU may be revised or modified only with the written consent of both parties.

**SIGNATURES**

By: \_\_\_\_\_  
Gregory P. Orsini, President of the Board  
McKinleyville Community Services District

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

By: \_\_\_\_\_  
Jesse Miles, CEO  
McKinleyville Chamber of Commerce

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

# McKinleyville Community Services District

## BOARD OF DIRECTORS

February 1, 2023

TYPE OF ITEM: **Action**

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**ITEM: D.5**    **Review and Approve the Amendments to the County Lease for Sheriff’s Facilities**

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

**TYPE OF ACTION:**                                   **Consent Agenda Approval**

**Recommendation:**

Staff recommends that the Board review the information provided, approve the Amendment to the County Lease for Sheriff’s Law Enforcement Facilities at 1608 Pickett Road, and Authorize the Board President to sign the lease upon Humboldt County Board of Supervisor Approval.

**Discussion:**

On January 26, 2010, the County of Humboldt entered into a Lease with MCSD for use of the premises located at 1608 Pickett Road as a law enforcement facility (**Attachment 1**). The original lease was amended on March 8, 2011 to also include the use of Sheriff's Work Alternative Program (SWAP) crews by MCSD to perform maintenance and upkeep of their facilities. The original lease expired January 31, 2015, and was renegotiated and extended to February 28, 2021 in February 2018. The Second Amendment to the Lease extended the terms of the lease out for seven years from the March 1, 2015 date or until February 28, 2022 with a third amendment extending the lease out to February 28, 2023. The Fourth Amendment to the Lease is included as **Attachment 2** and extends the lease out through February 28, 2024. The Amendment also details the lease amount annual adjustment based on the Consumer Price Index (CPI). All other terms and conditions of the lease remain unchanged from the previous lease, including the provisions that the Sheriff will continue to provide Sheriff Work Alternative Program (SWAP) workers on a weekly basis to perform work at any district, park, facility or open space maintenance zone owned by the MCSD.

**Alternatives:**

Take No Action

**Fiscal Analysis:**

The extension of the lease with the Sheriff has no additional fiscal impacts except for a minor increase in monthly income from \$201.60/month to \$216.14/month.

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

- Attachment 1 – Original Lease and Previous Amendments for Law Enforcement Facility
- Attachment 2 – Fourth Amendment to LEF Lease

RECEIVED

FEB 23 2015

McK. C.S.D.



COUNTY OF HUMBOLDT  
PUBLIC WORKS

Real Property Division  
1106 Second Street  
Eureka, CA 95501-0579

Thomas K. Mattson, Director  
Ronda Kime  
Senior Real Property Agent  
(707) 268-2667 (707) 445-7409 fax

February 19, 2015

McKinleyville Community Services District  
Attn: Jason Sehon  
P.O. Box 2037  
McKinleyville, CA 95519

Re: 1608 Pickett Road, Lease

Dear Jason:

Enclosed is the executed lease, in duplicate, with the County of Humboldt for the law enforcement facility at 1608 Pickett Road. Please have both originals signed and dated where designated on Page 16. Upon full execution, please return one original to me for County files.

If you have any questions, please contact me.

Sincerely,

RONDA KIME  
Senior Real Property Agent

# ORIGINAL

## LEASE

Effective this 1st day of March 2015, the MCKINLEYVILLE COMMUNITY SERVICES DISTRICT (MCSD), herein called "Lessor," hereby leases to COUNTY OF HUMBOLDT, herein called "Lessee," the Premises located at 1608 Pickett Road, as described herein, on the following terms and conditions:

### ARTICLE 1. LEASED PREMISES

Description of Premises. A description of the leased premises (herein "Premises"), located in the County of Humboldt, State of California, is described as Parcel B on Exhibit A, attached hereto, and includes that Parcel, and all improvements thereon.

### ARTICLE 2. PARKING AREA USE

Non-Exclusive Parking Rights. Lessee shall have the non-exclusive right to use, consistent with the defined use of the Premises, the parking area(s), (herein called "Parking Area") described as Parcel A on Exhibit A, attached hereto.

### ARTICLE 3. TERM OF LEASE

3.1 Term. This Lease shall be for a term of three (3) years commencing on March 1, 2015 ("Commencement Date"), and ending at midnight on February 28, 2018, ("Termination Date").

3.2 Renewal. At the conclusion of the term of this Lease or earlier if requested by either Lessor or Lessee, Lessor and Lessee agree to discuss and negotiate terms and conditions of a lease extension or renewal, without any express or implied obligations on the part of either to reach agreement on any such lease extension or renewal.



3.3 Hold Over. Should Lessee hold over and continue in possession of said Premises after expiration of the term of this Lease, Lessee's continued occupancy of said Premises shall be considered a month-to-month tenancy subject to all terms and conditions of this Lease except that Lessor may terminate Lessee's hold over tenancy upon 30 days written notice.

#### ARTICLE 4. RENT

4.1 Rent. Lessee shall pay rent to Lessor in the minimum sum of One Hundred Seventy-Three Dollars and Two Cents (\$173.02) per month throughout the term of this Lease. This amount is due and payable on the Tenth (10<sup>th</sup>) day of each month of occupancy. This monthly rent amount will be re-evaluated by Lessor and may be increased at Lessor's sole discretion annually, but in no event decreased, on February 1 of each year during the term of this Lease based on the percentage increase (if any) in the Consumer Price Index in an amount not to exceed 3% per year for all items (1982-84 =100), U.S. City Average, West Cities B-C, as published by the United States Department of Labor, Bureau of Labor Statistics (called "the index" in this Lease) for the prior calendar year. In calculating this percentage increase, the most current Index available on the date of commencement of the prior term and the most current Index available immediately preceding the date of annual adjustment during the extended term shall be used. In the event the Index is either unavailable, is no longer published, or is calculated on a significantly different basis following the date of this Lease, the most comprehensive official Index published which most closely approximates the rate of inflation shall be substituted in place of the Index. November shall be the base month for this adjustment. On adjustment of the rent in accordance with this section, LESSEE shall execute a letter stating the adjustment. In no event shall the rent be less than One Hundred Seventy Three Dollars and Two Cents (\$173.02) per month. Regardless of the CPI percentage change, the increase shall be no more than three percent (3%) annually.

4.2 Lessee shall provide a minimum of two (2) to a maximum of six (6) Sheriff's Work Alternative Program (SWAP) SWAP crew members to Lessor each week as participant levels allow. Each crew member shall work a minimum of six (6) hours for each day assigned. SWAP participants shall be assigned to Lessor and report to the Lessor's Supervisor on the day they are assigned. Lessor's staff shall maintain written records of each SWAP participant's work record and send copies of the records on a weekly basis to the Humboldt County Sheriff's Office, Custody Services Division, SWAP Supervisor, at 825 Fifth Street, Eureka CA 95501.

#### ARTICLE 5. USE OF PREMISES

5.1 Use. Said Premises shall, during the term of this Lease and any extensions thereof, be used as a law enforcement facility and for uses normally incident to such purposes, and for no other purpose. Said uses shall comply with all applicable zoning requirements and permit procedures.

5.2 Covenant of Continuing Use. Lessee shall not leave the Premises unoccupied or vacant, and must continuously occupy the Premises during the entire term of this Lease. Lessee shall actively conduct on the Premises the public services described herein. This provision shall not obligate the Lessee to provide 24-hour law enforcement service, but only to provide more or less day-to-day services continuously during the term of the Lease and any renewal or extension thereof, with specific hours of operation to be determined by the Lessee.

5.3 Waste or Nuisance. Lessee shall not commit or permit the commission by others of any waste on said Premises; Lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance as defined in Section 3479 of the California Civil Code on said Premises; and Lessee shall not use or permit the use of said Premises for any unlawful purpose.

5.4 Compliance With Law. Lessee shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities, federal, state, county or municipal, relating to Lessee's use and occupancy of said Premises whether such statutes, ordinances, regulations, and requirements be now in force or hereinafter enacted. Lessee's obligations shall include, without limitation, all alterations and modifications of the Premises required to enable Lessee to continue its use thereof for the purposes provided in the Lease. Costs and expenses necessary for such compliance shall be the responsibility of Lessee except for necessary costs or expenses incurred in major alteration or modification of the primary structure of the Premises' building, including the foundation, walls and roof, which shall be the responsibility of Lessor, and Lessor shall be fully responsible for making alterations and modifications to the Premises which may be required as a result of changes in the law.

#### ARTICLE 6. UTILITIES

Payment of Utility Charges. Lessee shall pay, and hold Lessor and the property of Lessor free and harmless from all charges for the furnishing of gas, water, electricity, telephone service, other public utilities to said Premises, and for the removal of garbage and rubbish from said Premises during the term of this Lease or any extension thereof.

#### ARTICLE 7. ALTERATIONS AND REPAIRS

7.1 Condition of Premises at Commencement; Notice to Lessor. Lessee's taking possession of the Premises shall be conclusive evidence as against the Lessee that the Premises was in good order and satisfactory condition when the Lessee took possession. At all times during the term of this Lease or any extension thereof, Lessee agrees to give Lessor prompt notice of any defective condition in or about the Premises.

- 7.2 Maintenance by Lessor. Lessor shall, at its own cost and expense, maintain in good condition and repair the major structural elements of the Premises which are defined to constitute the foundation, walls, and roof; provided, however, that Lessee shall pay the cost and expense of any structural repairs required because of the negligence or other fault of Lessee or its employees, agents or sublessee, if any. Lessor shall be responsible for providing limited janitorial services for the Premise not to exceed two (2) hours per week, with Lessee responsible for stripping and waxing the vinyl floors twice annually, and cleaning of carpets once annually.
- 7.3 Maintenance by Lessee. Except as otherwise expressly provided in Section 7.2 of this Lease, Lessee shall at its own cost and expense keep and maintain all portions of said Premises as well as improvements of said Premises and all facilities appurtenant to said Premises in good order and repair and in as safe and clean a condition as they were when received by Lessee from Lessor, normal wear and tear excepted.
- 7.4 Maintenance of Parking Area. Lessee and Lessor will share equally in the use of the Parking Area. Lessee and Lessor will therefore share equally in the cost of maintenance of the Parking Area. Each shall bear fifty percent (50%) of the costs to maintain the Parking Area in as good condition and repair as it was in at the commencement of the lease, except that Lessee and Lessor will be separately responsible for cost and expense of any repairs required because of the negligence, wear and tear or other fault, other than normal and proper use, of themselves or their employees, agents or sublessee(s), if any.
- 7.5 Alterations and Liens. Lessee shall not make or permit any other person to make any alterations to said Premises or to any improvement thereon or facility appurtenant thereto without the written consent of Lessor first had and obtained. Lessee shall keep the Premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted on said Premises at the instance or request of Lessee. Furthermore,

any and all alterations, additions, improvements and fixtures, except furniture and trade fixtures, made or placed in or on said Premises by Lessee or any other person shall on expiration or sooner termination of this Lease become the property of the Lessor and remain in said Premises; provided, however, that Lessor shall have the option on expiration or sooner termination of this Lease of requiring Lessee, at Lessee's sole cost and expense, to remove any or all such alterations, additions, improvements or fixtures from said Premises.

7.6 Inspection by Lessor. Lessee shall permit Lessor or Lessor's agents, representatives, or employees to enter said Premises at all reasonable times which do not interfere with the Lessee's operation of a law enforcement facility, for the purpose of inspecting said Premises, to determine whether Lessee is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in said Premises under this Lease or to perform Lessor's duties under this Lease.

7.7 Surrender of Premises. On expiration or sooner termination of this Lease, or any extensions or renewals of this Lease, Lessee shall promptly surrender and deliver said Premises to Lessor in as good condition as they were at the commencement of this Lease, reasonable wear and tear and repairs herein required to be made by Lessor excepted.

## ARTICLE 8. INDEMNITY AND INSURANCE

8.1 Lessee Responsibility. Lessee agrees to defend, indemnify and hold Lessor and the property of Lessor, including said Premises, free and harmless from any and all claims, liability, loss, damage, or expenses resulting from Lessee's occupation and use of said Premises; specifically including, without limitation, any claim, liability, loss, or damage arising by reason of:

8.1.1 The Death or injury of any person or persons, including Lessee or any person who is an employee or agent of Lessee, or by reason of damage

to or destruction of any property, including property owned by Lessee or any person who is an employee or agent of Lessee, and caused or allegedly caused by either the condition of said Premises for which Lessee is responsible, or some act or omission of Lessee or of some agent, contractor, employee, servant, sublessee, or concessionaire of Lessee on said Premises;

8.1.2 Any work performed on said Premises or materials furnished to said Premises at the instance or request of Lessee or any agent or employee of Lessee; and

8.1.3 Lessee's failure to perform any of its obligations under this Lease.

8.2 Lessor Responsibility. Lessor agrees to defend, indemnify and hold Lessee and the property of Lessee, free and harmless from any and all claims, liability, loss, damage or expenses resulting from any condition of the Premises for which Lessor is responsible or due to any act or omission of Lessor, its agents, contractors, employees.

8.3 Liability Insurance. Lessor and Lessee shall each cause the other party to be added to the existing policies of liability insurance maintained by each party in the ordinary course of its governmental functions. Each party shall be added to the other's insurance coverage as additional insureds, and certificates evidencing the fact of such coverage shall be provided by each party to the other party prior to the Lease Commencement Date.

8.4 Lessee's Fire Insurance. In order that the business of Lessee may continue with as little interruption as possible, Lessee shall, during the full term of this Lease and any renewals or extensions thereof, maintain at Lessee's own cost and expense an insurance policy issued by a reputable company authorized to conduct insurance business in California insuring a minimum of 80% of replacement cost of all fixtures and equipment that are, at any time during the

term of this Lease or any renewal or extension thereof, in or on said Premises against damage or destruction by fire, theft, or the elements.

- 8.5 Premises' Fire Insurance. Lessor shall carry fire and extended coverage insurance, insuring the building and improvements upon the Premises. The insurance coverage will be in the amount of the full replacement value of the Premises. On said insurance coverage, Lessor and Lessee are to be jointly designated as loss payees, as their interests may appear, and the proceeds shall be utilized in accordance with the provisions of Article 10 of this Lease, as applicable.
- 8.6 Certificate of Insurance. Upon commencement of the Lease, Lessee agrees to deliver to Lessor a certificate of insurance, evidencing all insurance required to be maintained by Lessee under this Lease.
- 8.7 Waiver of Subrogation. The parties agree to release each other, and their respective authorized representatives, from any claims for damage to any person, the Premises or any improvements on the Premises, or Lessee's trade fixtures, equipment, merchandise, or personal property located on the Premises, caused by or resulting from risks insured against under any insurance policies carried by the parties pursuant to this Lease that are in force at the time of any such damage to the extent of the available insurance proceeds. Each party shall cause each insurance policy carried pursuant to this Lease by that party to be written to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by the policy.

## ARTICLE 9. SIGNS AND TRADE FIXTURES

- 9.1 Installation and Removal of Trade Fixtures. Lessee shall have the right at any time and from time to time during the term of this Lease and any renewal or extension of such term, at Lessee's sole cost and expense, to install and affix

in, to, or on said Premises such items, herein called "trade fixtures" for use by Lessee as Lessee may, in its sole discretion, deem advisable. Any and all such trade fixtures that can not be removed without structural damage to said Premises or any building or improvements on said Premises shall, subject to Section 7.5 of this Lease, remain the property of Lessor and may not be removed by Lessee at any time or times prior to the expiration or sooner termination of this Lease.

9.2 Un-removed Trade Fixtures. Any trade fixtures described in this Article that are not removed from said Premises by Lessee within thirty (30) days after the expiration or sooner termination, regardless of cause, of this Lease shall be deemed abandoned by Lessee and shall automatically become the property of Lessor as owner of the real property to which they are affixed.

9.3 Signs. Lessee may not install, or permit any other person to install, any sign, awning, canopy, marquee, or other advertising on any exterior wall, door, or window of the Premises without Lessor's prior written consent. On the expiration or sooner termination of this Lease, or any extension thereof, Lessor may remove and destroy any items which were permitted to be installed according to the terms of this section unless removed as set forth in section 9.1.

## ARTICLE 10. DESTRUCTION AND CONDEMNATION

10.1 Partial Destruction. If, during the term of this Lease or any renewals or extensions thereof, the Premises are totally or partially destroyed from any cause, rendering the Premises totally or partially inaccessible or unusable, Lessor shall, as conditioned herein, restore the Premises to substantially the same condition as they were in immediately before destruction if the restoration can be made under the existing laws and can be completed within one (1) year after the date of the destruction, except that Lessor shall have no obligation to restore any improvements upon the Premises unless such restoration can be accomplished with the use of insurance proceeds or other funding, not involving



use of Lessor's funds or other assets. Such destruction shall not terminate this Lease; however, Lessee shall not be responsible for Lease payments during the time the Premises is inaccessible or unusable if such impairment was not caused by the Lessee. If the restoration cannot be made in the time stated in this section, then within fifteen (15) days after the parties determine that the restoration cannot be made in the time stated in this paragraph, either party can terminate this Lease immediately by giving written notice to the other party. If either party fails to terminate this Lease and if restoration is permitted under the existing laws, including any laws limiting use of Lessor's funds to restore the Premises, Lessor shall restore the Premises within a reasonable time and this Lease shall continue in full force and effect as provided herein. If the existing laws do not permit the restoration, either party can terminate this Lease immediately by giving notice to the other party.

10.2 Insurance Proceeds. Any insurance proceeds received by Lessor because of the total or partial destruction of said Premises or the building on said Premises shall be utilized by Lessor or Lessee, as the case may be, to restore the Premises.

10.3 Lessor's Restoration. Should Lessor be required under Section 10.1 of this Lease to repair and restore said Premises to their former condition following partial or full destruction of said Premises:

10.3.1 Lessee shall not be entitled to any damages for any loss or inconvenience sustained by Lessee by reason of the making of such repairs and restoration; and

10.3.2 Lessor shall have full right to enter said Premises and take possession of so much of said Premises, including the whole of said Premises, as may be reasonably necessary to enable Lessor promptly and efficiently to carry out the work of repair and restoration.

10.4 Condemnation. Should, during the term of this Lease or any renewal or extension thereof, title and possession of all of said Premises be taken under the power of eminent domain by any public or quasi-public agency or entity, this Lease shall terminate as of the date actual physical possession of said Premises is taken by the agency or entity exercising the power of eminent domain and both Lessor and Lessee shall thereafter be released from all obligations. If a lesser portion of the Premises is taken, the Lease will terminate as to the part taken, except that if the remaining portion is not reasonably suitable for Lessee's continuing use, then Lessee shall have the option to terminate the Lease in its entirety.

10.5 Condemnation Award. Should, during the term of this Lease or any renewal or extension thereof, title and possession of all or any portion of said Premises be taken under the power or eminent domain by any public or quasi-public agency or entity, the compensation or damages for the taking shall belong to and be the sole property of the Lessor, except that Lessee shall be entitled to that portion of the compensation which represents the value of Lessee's improvements or alterations made to the Premises by Lessee in accordance with this Lease, which improvements or alterations Lessee has the right to remove from the Premises, but elects not to remove.

#### ARTICLE 11. DEFAULT, ASSIGNMENT AND TERMINATION

11.1 Subleasing or Assigning as Breach. Lessee shall not encumber, assign, or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in said Premises or any of the improvements that may now or hereafter be constructed or installed on said Premises without the express written consent of Lessor. Neither shall Lessee sublet said Premises or any part thereof without the prior written consent of Lessor. A consent by Lessor to one assignment, one subletting, or occupation of said Premises by another person shall not constitute consent to any such action involving others. Any encumbrance, assignment, subletting, or transfer without the prior written

consent of Lessor, whether it be voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this Lease. The consent of Lessor to any assignment of Lessee's interest in this Lease or the subletting by Lessee of said Premises or parts of said Premises shall not be unreasonably withheld.

11.2 Default by Lessee. Lessee's failure to pay rent when due, if the failure continues for five (5) days after written notice of the failure from Lessor to Lessee, shall constitute a default. Should Lessee default in the performance of any of the covenants, conditions, or agreements contained in this Lease other than the obligation to pay rent, then Lessee shall have breached the Lease and shall be in default unless such default is cured within ten (10) days of written notice from Lessor to Lessee. In the event of any default, not cured by Lessee within the time limits herein set forth, Lessor may, reenter and regain possession of said Premises in the manner provided by the laws of unlawful detainer of the State of California then in effect. In addition, Lessor may, in the event of default by Lessee, elect to exercise any of the remedies described in California Civil Code sections 1951.2 and 1951.4.

11.3 Cumulative Remedies. The remedies given to Lessor in this Article shall not be exclusive but shall be cumulative and in addition to all remedies now or hereafter allowed by law or elsewhere provided in this Lease.

11.4 Waiver of Breach. The waiver by Lessor of any breach by Lessee of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee either of the same or another provision of this Lease.

## ARTICLE 12. MISCELLANEOUS

12.1 Force majeure – Unavoidable Delays. Should the performance of any act required by this Lease to be performed by either Lessor or Lessee be prevented or delayed by reason of an act of God, strike, lockout, labor troubles, inability to

secure materials, restrictive governmental laws or regulations, or any other cause except financial inability not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused; however, should Lessee not have the financial ability to fund the maintenance and/or operation of a law enforcement facility on the Premises, the Lease can be canceled in its entirety with not less than Ninety (90) days written notice from the Lessee.

12.2 Termination Without Cause. Either party may, without cause, terminate the Lease effective the first day of July of any year upon four (4) months written notice to the other party.

12.3 Attorney's Fees. Should any litigation be commenced between the parties to this Lease concerning said Premises, this Lease or the rights and duties of either in relation thereto, the party, Lessor or Lessee, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted in the litigation, to a reasonable sum for attorney's fees in such litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

12.4 Notice. Except as otherwise expressly provided by law, any and all notices or other communications required by this Lease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom they are directed, or in lieu of such personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

**To Lessee:**

County of Humboldt  
Real Property Division  
1106 Second Street  
Eureka, CA 95501

**To Lessor:**

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

Either party, Lessee, or Lessor, may change its address for the purpose of this section by giving written notice of such change to the other party in the manner provided in this section.

- 12.5 Binding On Successors. This Lease shall be binding on and shall inure to the benefit of the successors and assigns of the parties hereto, Lessor and Lessee, but nothing in this section contained shall be construed as a consent by Lessor to any assignment of this Lease or any interest therein by Lessee except as provided in Article 11 of this Lease.
- 12.6 Partial Invalidity. Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Lease shall remain in full force and effect unimpaired by the holding.
- 12.7 Sole and Only Agreement. This instrument constitutes the sole and only agreement between Lessor and Lessee respecting said Premises, the leasing of said Premises to Lessee, or the lease term herein specified, and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting said Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void.
- 12.8 Nuclear Free Contractor. Lessor certifies by its signature below that Lessor is not a Nuclear Weapons contractor, in that Lessor is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components

as defined by the Nuclear Free Humboldt County Ordinance. Lessor agrees to notify Lessee immediately if it becomes a nuclear weapons contractor, as defined above. Lessee may immediately terminate this (Lease if it determines that the foregoing certification is false or if Lessor becomes a nuclear weapons contractor.

12.9 Smoking. Pursuant to Humboldt County Ordinance #1993, Lessee owned, leased or occupied premises are smoke free. Lessor shall comply with the ordinance.

12.10 Library License Agreement. This Lease does not affect or supersede the license agreement for the library previously entered into between the County of Humboldt and the McKinleyville Community Services District.

12.11 Time of Essence. Time is expressly declared to be of the essence of this Lease.

12.12 Modification. This Lease may not be altered, changed, or amended except by an instrument in writing signed by Lessee and Lessor.

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Executed on February 25, 2015, at McKinleyville, Humboldt County, California.

**LESSOR:** MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

John W. Corbett  
John W. Corbett, President MCSD Board of Directors

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

Gregory Orsini  
Gregory Orsini, General Manager

**LESSEE:** COUNTY OF HUMBOLDT

Estelle Pennell  
Chairperson, Board of Supervisors  
County of Humboldt, State of California

(SEAL)

Attest:

Clerk of the Board

By Gregory Orsini

Exhibit A

LEGAL DESCRIPTION

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF HUMBOLDT, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE LANDS DEEDED TO THE COUNTY OF HUMBOLDT AS SHOWN ON THE RECORD OF SURVEY DATED AUGUST, 1992 AS RECORDED MARCH 30, 1993 IN BOOK 54 OF SURVEYS AT PAGE 2, HUMBOLDT COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 'A':

COMMENCING AT THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LANDS SOUTH 0°09'30" WEST 152.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 0°09'30" WEST 88.00 FEET; THENCE LEAVING SAID EAST LINE NORTH 89°50'30" WEST 68.00 FEET; THENCE NORTHERLY ALONG A LINE LYING WESTERLY OF, PARALLEL WITH AND 68.00 FEET DISTANT MEASURED AT RIGHT ANGLES FROM SAID EASTERLY LINE NORTH 00°09'30" EAST 88.00 FEET; THENCE SOUTH 89°50'30" EAST 68.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,984 SQUARE FEET OF LAND, MORE OR LESS

PARCEL 'B'

COMMENCING AT THE AFOREMENTIONED POINT OF BEGINNING OF SAID PARCEL 'A'; THENCE WESTERLY ALONG THE NORTH LINE OF SAID PARCEL 'A' NORTH 89°50'30" WEST 68.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE NORTHWEST CORNER OF SAID PARCEL 'A'; THENCE SOUTHERLY ALONG THE WEST LINE OF THE SAID PARCEL 'A' SOUTH 00°09'30" WEST 88.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 'A'; THENCE LEAVING SAID WEST LINE NORTH 89°50'30" WEST 150.82 FEET TO A POINT LYING ON THE WEST LINE OF SAID LANDS DEEDED TO THE COUNTY OF HUMBOLDT; THENCE NORTHERLY ALONG SAID WEST LINE THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 11.65 FEET;
  - 2) THENCE NORTH 89°50'30" WEST 0.96 FEET;
  - 3) THENCE NORTH 00°33'20" WEST 76.35 FEET;
- THENCE LEAVING SAID WEST LINE SOUTH 89°50'30" EAST 152.77 FEET TO THE POINT OF BEGINNING

CONTAINING 13,386 SQUARE FEET OF LAND, MORE OR LESS.

LEGAL DESCRIPTION PREPARED BY:

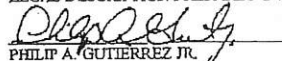
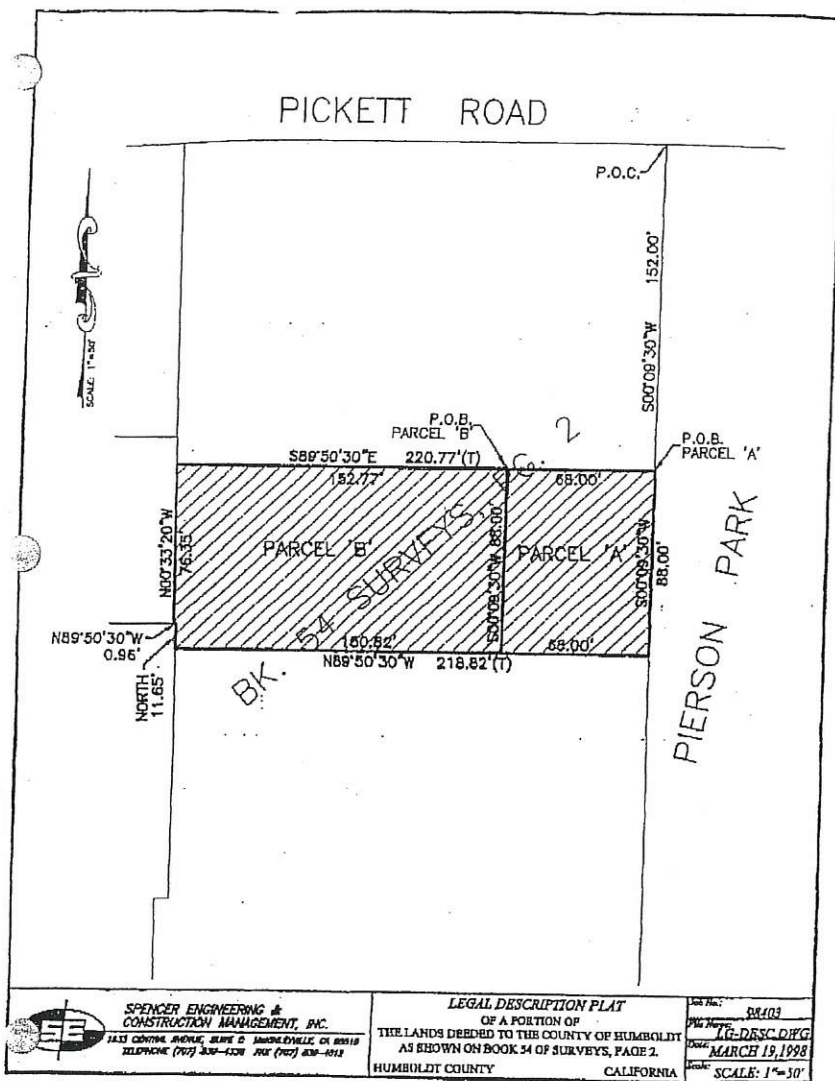
  
PHILIP A. GUTIERREZ JR.  
L.S. 7245



EXHIBIT A 133



Exhibit A



AMENDMENT TO LEASE

This First Amendment to the Lease entered into on February 25, 2015, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter called LESSEE, and MCKINLEYVILLE COMMUNITY SERVICES DISTRICT (MCSD), a special district of the County of Humboldt, State of California, hereinafter called LESSOR, is entered into this 7<sup>th</sup> day of February, 2018.

**WHEREAS**, the parties entered into a Lease for the use of the premises at 1608 Pickett Road, McKinleyville for the purpose a law enforcement facility; and

**WHEREAS**, LESSEE and LESSOR desire to extend the term of the Lease until February 28, 2021; and

**WHEREAS**, LESSEE and LESSOR desire to adjust the rent for the extended term to reflect adjustments based on the Consumer Price Index; and

**WHEREAS**, California Civil Code section 1938 requires commercial property owners to state on every lease executed on or after January 1, 2017, whether or not the subject premises have undergone inspection by a Certified Access Specialist (CASp), and the parties wish to comply with this requirement;

**NOW, THEREFORE**, it is mutually agreed as follows:

1. Section 3.1, Term, of this Lease shall be amended to read as follows:

This Lease shall be extended for a term of three (3) years commencing on March 1, 2018 "Commencement Date," and ending at midnight on February 28, 2021, ("Termination Date").

2. Section 4.1, Rent, of this Lease shall be amended to read as follows:

LESSEE shall pay rent to LESSOR in the minimum sum of One Hundred Eighty-One Dollars and Zero Cents (\$181.00) per month throughout the term of this Lease. This amount is due and payable on the Tenth (10th) day of each month of occupancy. This monthly rent amount will be re-evaluated by LESSOR and may be increased at LESSOR'S sole discretion annually, but in no event decreased, on February 1 of each year during the term of this Lease based on the percentage increase (if any) in the Consumer Price Index (CPI) for all items (1982-84 =100), U.S. City Average, West Cities B-C, as published by the United States Department of Labor, Bureau of Labor Statistics (called "the Index" in this Lease) for the prior calendar year. In calculating this percentage increase, the most current Index available on the date of commencement of the prior term and the most current Index available immediately preceding the date of annual adjustment during the extended term shall be used. In the event the Index is either unavailable, is no longer published, or is calculated on a significantly different basis following the date of this Lease, the most comprehensive official Index published which most closely approximates the rate of inflation shall be substituted in place of the Index. November shall be the base month for this adjustment. On adjustment of the rent in accordance with this section, LESSEE shall execute a letter stating the adjustment. In no event shall the rent be less than Hundred Eighty-One Dollars and Zero Cents (\$181.00) per month. Regardless of the CPI percentage change, the increase shall

AMENDMENT TO LEASE

be no more than three percent (3%) annually.

3. Section 12.13, Premises Inspection By Certified Access Specialist, shall be added to the Lease, to read as follows:

The premises have not undergone inspection by a Certified Access Specialist.

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

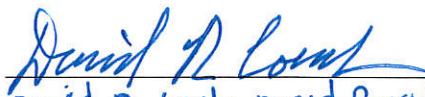
4. In all other respects, the Lease between the parties entered into on February 25, 2015, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Lease dated February 25, 2015, on the date indicated above.

**LESSEE: COUNTY OF HUMBOLDT**

**LESSOR: MCKINLEYVILLE  
COMMUNITY SERVICES DISTRICT**

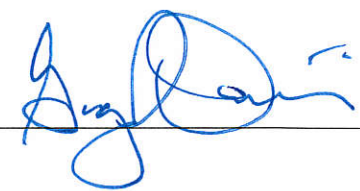
BY:   
\_\_\_\_\_  
CHAIR, Ryan Sundberg  
BOARD OF SUPERVISORS

BY:   
\_\_\_\_\_  
David R. Couch, Board President


ATTEST:

TITLE: \_\_\_\_\_

(SEAL)

BY:   
\_\_\_\_\_

TITLE: G.M.  
\_\_\_\_\_

BY:   
\_\_\_\_\_  
CLERK OF THE BOARD  
*Ryan Sharp, Deputy Clerk of the Board*

## SECOND AMENDMENT TO LEASE

This Second Amendment to the Lease entered into on March 1, 2015, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as LESSEE, and MCKINLEYVILLE COMMUNITY SERVICES DISTRICT (MCSD), a special district of the County of Humboldt, State of California, hereinafter called LESSOR, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**WHEREAS**, on March 1, 2015, the parties entered into a Lease for COUNTY use of the premises at 1608 Pickett Road, McKinleyville for the purpose of a law enforcement facility; and

**WHEREAS**, on February 7, 2018, the parties entered into a First Amendment to Lease for LESSEE continued use of the premises; and

**WHEREAS**, LESSEE and LESSOR desire to extend the term of the Lease until February 28, 2022; and

**WHEREAS**, LESSEE and LESSOR desire to adjust the rent for the extended term.

NOW, THEREFORE, it is mutually agreed as follows:

1. Section 3.1, Term, of this Lease shall be amended to read as follows:

This Lease shall be for a term of seven (7) years commencing on March 1, 2015 ("Commencement Date") and ending at midnight on February 28, 2022 ("Termination Date").

2. Section 4.1, Rent, of this Lease shall be amended to read as follows:

LESSEE shall pay rent to the LESSOR in the amount of One Hundred Eighty-Eight Dollars and Fifty - Five Cents (\$188.55) per month throughout the term if this Lease. This amount is due and payable on the Tenth (10<sup>th</sup>) day of each month of occupancy. This amount is based on the Consumer Price Index (CPI) for all items (1982-84 = 100), U.S. City Average, West Cities B-C, as published by the United States Department of Labor, Bureau of Labor Statistics (called "the Index" in this Lease) for the prior calendar year. In calculating this percentage increase, the most current index available on the date of the commencement of the prior term and the most current Index available immediately receding the date of annual adjustment during the extended term shall be used. November shall be the base month for this adjustment. For clarity purposes, the rent is calculated as follows:

West-Size Class B/C, Nov. 2020, All Urban CPI = 161.069  
West-Size Class B/C, Nov. 2018, All Urban CPI = 154.625  
Difference = 161.069 - 154.625 = 6.444  
% Difference = 6.444/154.625 x 100 = 4.17%

SECOND AMENDMENT TO LEASE

New Rent = \$181.00 (previous years rent) x 0.0417 + 181.00 = \$188.55 per month

3. Section 12.13, Counterparts, shall be added to read follows:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement, and any amendments hereto, for all purposes.

4. In all other respects, the Lease between the parties entered into on February 25, 2015, and its First Amendment to the Lease entered into on February 7, 2018 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment to the Lease dated February 25, 2015 on the date indicated above.

**LESSEE: COUNTY OF HUMBOLDT**

**LESSOR: MCKINLEYVILLE  
COMMUNITY SERVICES DISTRICT**

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: Dennis Mayo

TITLE: CHAIR  
BOARD OF SUPERVISORS  
COUNTY OF HUMBOLDT

TITLE: Board President

(SEAL)

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: RYAN SHARP

TITLE: \_\_\_\_\_

TITLE: DEPUTY CLERK OF THE  
BOARD OF SUPERVISORS

**FOURTH AMENDMENT  
LEASE AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
MCKINLEYVILLE COMMUNITY SERVICES DISTRICT  
FOR FISCAL YEARS 2014-2015 THROUGH 2023-2024**

This Fourth Amendment to the Lease Agreement dated February 25, 2015, as amended on February 7, 2018, February 23, 2021 and February 15, 2022, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “LESSEE,” and the McKinleyville Community Services District, a special district of the County of Humboldt, State of California, hereinafter referred to as “LESSOR,” is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

WHEREAS, on February 25, 2015, LESSEE and LESSOR entered into a Lease Agreement for the premises located at 1608 Pickett Road, McKinleyville, California for the purpose of LESSEE operating a law enforcement facility; and

WHEREAS, on February 7, 2018, LESSEE and LESSOR agreed to amend the Lease Agreement in order to extend the term thereof and increase the monthly rental payments required thereunder; and

WHEREAS, on February 23, 2021, LESSEE and LESSOR agreed to amend the Lease Agreement in order to extend the term thereof and increase the monthly rental payments required thereunder; and

WHEREAS, on February 15, 2022, LESSEE and LESSOR agreed to amend the Lease Agreement in order to extend the term thereof and increase the monthly rental payments required thereunder; and

**WHEREAS**, LESSEE and LESSOR now desire to once again amend the Lease Agreement in order to further extend the term thereof and increase the monthly rental payments required thereunder.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Section 3.1 – Term of the Lease Agreement is hereby amended to read as follows:

3.1 Term.

This Lease shall begin on March 1, 2015 (“Commencement Date”) and shall remain in full force and effect until midnight on February 28, 2024 (“Termination Date”), unless extended by a valid amendment hereto or sooner terminated as set forth herein.

2. Section 4.1 – Rent of the Lease Agreement is hereby amended to read as follows:

4.1 Rent.

LESSEE shall pay rent to the LESSOR in the amount of Two Hundred Sixteen Dollars and Fourteen Cents (\$216.14) per month after approval of this Fourth amendment for the remainder of this Lease. This amount is due and payable on the Tenth (10<sup>th</sup>) day of each month of occupancy. This amount is based on the Consumer Price Index (CPI) for all items (1982-84 =100), U.S. City Average, West Cities B-C, as published by the United States Department of Labor, Bureau of Labor Statistics (called “the Index” in this Lease) for the prior calendar year. In calculating this percentage increase, the most current index available on the date of the commencement of the prior term and

the most current Index available immediately receding the date of annual adjustment during the extended term shall be used. November shall be the base month for this adjustment. For purposes of clarity, the rent is calculated as follows:

West-Size Class B/C, Nov. 2022, All Urban CPI = 184.626  
West-Size Class B/C, Nov. 2021, All Urban CPI = 172.214  
Difference = 184.626 – 172.214 = 12.412  
% Difference = 12.412/172.214 x 100 = 7.21%  
Increase = \$201.60 (previous years rent) x .0721 (7.21%) = \$14.54  
New Rent = \$201.60 (previous years rent) + \$14.54 = \$216.14

3. Except as modified herein, the Lease Agreement dated February 25, 2015, as amended on February 7, 2018, February 23, 2021 and February 15, 2022, shall remain in full force and effect. In the event of a conflict between the provisions of this Fourth Amendment and the original Lease Agreement, or any prior amendments thereto, the provisions of this Fourth Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have entered into this Fourth Amendment as of the first date written above.

**MCKINLEYVILLE COMMUNITY SERVICES DISTRICT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Steve Madrone, Chair  
Humboldt County Board of Supervisors

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Risk Management

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# McKinleyville Community Services District

## BOARD OF DIRECTORS

February 1, 2023

TYPE OF ITEM: **ACTION- Consent**

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

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

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

### **Recommendation:**

Staff recommends that the Board review the information provided and approve Resolution 2023-02 concurring the nomination to the Executive Committee of the ACWA/JPIA for J. Bruce Rupp.

### **Discussion:**

The District was notified of J. Bruce Rupp's intent to seek renomination to the Executive Committee of the ACWA/JPIA Executive Committee. Mr. Rupp is a Board Member on the Humboldt Bay Municipal Water District's (HBMWD) board and has served on that Board for the last 27 years. He has also represented the North Coast region currently on the Association of California Water Agencies, Joint Powers Insurance Authority (ACWA/JPIA) Executive Committee for the last 8-years. His resume (see **Attachment 2**) details his other Professional and community service experience. He is seeking reappointment to the ACWA/JPIA Executive Committee for the next four years. MCSD is a member of ACWA/JPIA and has been and continues to be well represented by Mr. Rupp. Resolution 2023-02 (**Attachment 1**) is a concurring nomination for Mr. Rupp to the ACWA/JPIA Board. A minimum of three concurring nominations from member agencies are required. HBMWD has nominated Mr. Rupp, and the Boards of Mesa Water District and Rincon del Diablo Municipal Water District are expected to pass concurring resolutions as well.

### **Alternatives:**

Staff analysis consists of the following potential alternative:

- Take No Action

### **Fiscal Analysis:**

Not applicable

### **Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

- Attachment 1 – Resolution 2023-02
- Attachment 2 – Rupp Resume

**RESOLUTION 2023 – 02**

**A RESOLUTION OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS CONCURRING IN NOMINATION TO THE EXECUTIVE COMMITTEE OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES JOINT POWERS INSURANCE AUTHORITY ("ACWA/JPIA")**

**WHEREAS**, the McKinleyville Community Services District is a member district of the ACWA/JPIA; and

**WHEREAS**, the Bylaws of the ACWA/JPIA provide that in order for a nomination to be made to ACWA/JPIA's Executive Committee, three-member districts must concur with the nominating district, and

**WHEREAS**, another ACWA/JPIA member district, the Humboldt Bay Municipal Water District, has requested that this district concur in its nomination of its member of the ACWA/JPIA Board of Directors to the Executive Committee of the ACWA/JPIA.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the McKinleyville Community Services District that this district concur with the nomination of J. Bruce Rupp of Humboldt Bay Municipal Water District to the Executive Committee of the ACWA/JPIA.

**BE IT FURTHER RESOLVED** that the Board Secretary is hereby directed to transmit a certified copy of this resolution to the ACWA/JPIA at P.O. Box 619082, Roseville, CA 95661-9082, forthwith.

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

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

\_\_\_\_\_  
Gregory P. Orsini, Board President

Attest:

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



**JOHN BRUCE RUPP  
(BRUCE)**

DIRECTOR OF HUMBOLDT BAY MUNICIPAL WATER DISTRICT FOR 27 YEARS; TWO TERM PRESIDENT OF THE BOARD.

RETIRED REAL ESTATE BROKER & SMALL BUSINESS OWNER

MARRIED 51 YEARS: WIFE MARILYN, FORMER REAL ESTATE AGENT AND PARALEGAL

FAMILY: ONE SON, TWO DAUGHTERS AND ELEVEN GRANDCHILDREN

**CONTACT INFO**

828 7<sup>th</sup> Street  
Eureka, CA 95501

T: 707-443-5018

E: rupp@hbmwd.com

**CAREER HISTORY**

Five years as United States Army officer, combat veteran Vietnam; Bronze Star, Jump Wings, Vietnamese Cross of Gallantry

Seven years of progressively more responsible positions in Alameda County Government, San Francisco Bay Area

Ten years as City Manager, City of Alameda, CA

Four years as County Administrative Officer, Humboldt County, CA

Twelve years as Real Estate Broker and owner of Rupp & Associates Realty

**EDUCATION**

San Rafael High School, San Rafael, CA

San Jose State University, BA, Public Administration

Graduate Officers Candidate School, Defense Language Institute

**PROFESSIONAL & COMMUNITY SERVICE**

Member ACWA/JPIA Executive Committee

Chair ACWA-JPIA Employee Benefits Committee

Vice-Chair of ACWA/PIA Finance Committee

Member ACWA Board & Board Executive Committee

Chair of ACWA Region 1

Rotary Member for 44 years; twice Club President; Paul Harris Fellow

Member Eureka Elks Lodge

Member City of Eureka Finance Advisory Committee

Past Chair Redwood Region Economic Development Commission

Past President, Humboldt Association of Realtors

Former State Governor appointment to North Coast Regional Water Control Board

Past Board Member League of California Cities

# McKinleyville Community Services District

## BOARD OF DIRECTORS

February 1, 2023

TYPE OF ITEM: **ACTION**

---

**ITEM: E.1**                      **Consider Approval of Memorandum of Understanding (MOU) Between The Wiyot Tribe, Humboldt County, and McKinleyville Community Services District (MCSD) to Establish a Cooperative Government-to-Government Relationship to Implement a McKinleyville Regenerative and Transformative Climate Community Grant.**

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

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

### **Recommendation:**

Staff recommends that the Board review information provided and authorize Board President to execute the MOU between the Wiyot Tribe, Humboldt County and MCSD to cooperatively implement a TCC grant to create a planning process for affordable housing that lowers greenhouse gas emissions and creates neighborhoods that reduce automobile usage.

### **Discussion:**

The Wiyot Tribe submitted a Transformative Climate Communities (TCC) grant application to the California Strategic Growth Council early in 2022. The District and the County worked with the Tribe to prepare letters of support for the Grant Application and reviewed a Draft Memorandum of Understanding (MOU) at that time. In October, the California Strategic Growth Council (SGC) informed the Tribe that the Council approved a TCC Planning grant of \$299,800 to the Wiyot Tribe for the “*McKinleyville Regenerative and Transformative Community Plan*”. Previously funded by California’s Cap-and-Trade Program, Round 4 of TCC is funded by a FY 2021-2022 budget appropriation from the General Fund. The award letter stated: “This program funding empowers the communities most impacted by pollution to choose their own goals, strategies, and projects to reduce greenhouse gas emissions and local air pollution. “

The scope of work of the Planning Grant states:

- The project will engage in pre-planning for affordable housing development in west McKinleyville, CA and the unincorporated areas north and west of Arcata, CA as outlined on the project map (See Figure in Attachment 1).
- The activity under this agreement involves planning for affordable housing, renewable energy, ecologically regenerative workforce training, and climate smart transportation. This includes, but is not limited to:

- Property evaluation and selection, including environmental, historical, and cultural evolution, title issues etc.
- Pre-development planning, including engineering, architectural, traffic analysis, landscape architecture, and restoration planning.
- Community interaction and participation activities, including outreach meetings, translations, newsletters and updates on-line and/or in print, and tribal citizen participation opportunities.
- Creating a Collaborative Governance Structure.
- Creating a masterplan for the development of several connected projects to be implemented over the following 5 years after the planning grant has been concluded, and work to get them shovel ready by the end of the planning process.

The District’s “Commitments, Obligations and Responsibilities” are outlined in Paragraph 4 of the MOU (**Attachment 1**). They generally consist of assisting the Tribe in identifying potential properties and providing Staff assistance and representation in the planning process and at project meetings.

**Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

**Fiscal Analysis:**

MCSD Staff, likely to be mainly Parks & Recreation Director Frisbee, will be reimbursed by the grant at their fully loaded payrate for their time working on the TCC Grant.

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

- Attachment 1 – MOU between The Wiyot Tribe, Humboldt County, MCSD

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE WIYOT TRIBE  
HUMBOLDT COUNTY  
MCKINLEYVILLE COMMUNITY SERVICES DISTRICT**

**I. Parties**

The Memorandum of Understanding ("MOU") is made on \_\_\_\_ (date), between the Wiyot Tribe, a federally recognized Indian tribe ("Tribe"); and County of Humboldt, a political subdivision of the State of California ("County"); and the McKinleyville Community Services District, an independent special district established in 1970, in the County of Humboldt, a political subdivision of the State of California ("District") (each, a "Party", and collectively referred to as the "Parties").

**RECITALS**

- A. The Parties intend to establish a cooperative government-to-government relationship regarding a McKinleyville Regenerative and Transformative Community (MRTC). The MRTC project will create a planning process for affordable housing that lowers greenhouse gas emissions and creates neighborhoods that reduce automobile usage.
- B. Initial funding is sought from the California Strategic Growth Council's Transformative Climate Communities Program.

**NOW, THEREFORE**, the Parties, in order to achieve these purposes, agree as follows:

**1. Scope of Agreement.**

- i. The planning process will be completed within 2 years of the date of the Award.
- ii. The project will engage in pre-planning for affordable housing development in west McKinleyville, CA and the unincorporated areas north and west of Arcata, CA as outlined on the project map (Appendix 1).
- iii. The activity under this agreement involves planning for affordable housing, renewable energy, ecologically regenerative workforce training, and climate smart transportation. This includes, but is not limited to:
  - i. Property evaluation and selection, including environmental, historical, and cultural evolution, title issues etc.
  - ii. Pre-development planning, including engineering, architectural, traffic analysis, landscape architecture, and restoration planning.
  - iii. Community interaction and participation activities, including outreach meetings, translations, newsletters and updates on-line and/or in print, and tribal citizen participation opportunities.
  - iv. Creating a Collaborative Governance Structure for a Transformative Climate Communities Implementation Grant (if it is secured).
  - v. Creating a masterplan for the development of several connected projects to be implemented over the following 5 years after the planning grant has been concluded, and work to get them shovel ready by the end of the planning process.
  - vi. Other activities outlined in the project application or such activities that arise

during the execution of the project activities.

## 2. Tribe's Commitments, Obligations, Responsibilities

- i. **Wiyot Tribe, Grantee/Lead Applicant** – The Wiyot tribe is the Lead applicant and Grantee for the TCC (Transformative Climate Communities) grant. They will be responsible for all the grant administration, including fiscal and legal responsibilities towards the Strategic Growth Council.
- ii. The Tribe will be responsible for coordinating and managing the planning activities as outlined in the grant application, including community outreach, pre-development, and collaborative governance. This includes resolving any challenges arising from having multiple jurisdictions contained within the Project Area.
- iii. The Tribe will develop and implement appropriate policies for this initial planning work, and the future management of the projects.
- iv. The Wiyot Tribe will supply one (100%) Full Time Equivalent, as staff and/or subcontractors, to execute the planning grant, if it is awarded.
- v. Each Party is responsible for their own subcontractors and other commitments they make outside of this MOU, in conjunction with the TCC (Transformative Climate Communities) grant.

## 3. County's Commitments, Obligations Responsibilities.

- i. **Humboldt County, Partner/Co-applicant** - Humboldt County is a co-applicant and will support the planning process with a staff position at five percent (5%) for a Planner II at a rate of \$50.81/hour or as may be modified by the Board of Supervisors, subcontracted under the Tribe from the grant if it is awarded. They will participate in the collaborative governance of the project at regular meetings.
- ii. The county is offering supportive services from the planning department and any other relevant departments, to identify properties, any planning policy or zoning blocking the use of these properties for purposes consistent with the awarded grant and this MOU, public transportation possibilities, and other relevant planning activities.
- iii. They will also be Interfacing with other county departments that might be necessary to include in the planning activities. The County will support the tribe in navigating the regulations and administration of planning and pre-development.
- iv. If the parties find it necessary the County will process applications to develop and implement policies, including changes to planning documents or zoning, as far as they are able. This does not include a commitment by the Zoning Administrator, Planning Commission or Board of Supervisors to act on a project in any given way.
- v. Representatives from the County may participate in the community outreach part of the project but are not required to under this MOU.
- vi. Each Party is responsible for their own subcontractors and other commitments they make outside of this MOU, in conjunction with the TCC grant.



**4. District's Commitments, Obligations Responsibilities.**

- i. **McKinleyville Community Services District, Partner/Co-applicant** – The District is a co-applicant and will support the planning process with a staff position at a 5% FTE at a fully loaded rate of \$68.90/hr, subcontracted under the Tribe from the grant, if it is awarded. They will participate in the collaborative governance of the project at regular meetings.
- ii. The District will provide supportive services from any relevant departments, to identify potential properties, any policies blocking the use of these properties, public transportation possibilities, and other relevant planning activities.
- iii. They will be interfacing with their internal departments that might be necessary to include in the planning activities. The District will support the tribe in navigating the regulations and administration of planning and pre-development
- iv. If the parties find it necessary, the District will develop and implement appropriate policies, as far as they are able.
- v. Representatives from the District may participate in the community outreach part of the project but are not required to under this MOU.
- vi. Each Party is responsible for their own subcontractors and other commitments they make outside of this MOU, in conjunction with the TCC grant.

**5. Mutual Support**

- i. The Parties to this MOU agree to work cooperatively toward the common goals as set forth in the TCC grant application.
- ii. The Parties mutually agree to meet on a regular basis or as needed and to share information and necessary documents relevant to the grant objectives.
- iii. The County and District will provide the Tribe with all necessary reports on its work as needed to comply with the grant requirements.

**6. Voluntary Resolution; Reference to Other Means of Resolution.**

- i. The Parties will use their best efforts to resolve any disputes that may occur under this Agreement by good faith negotiations whenever possible. Therefore, without prejudice to the right of either Party to seek injunctive relief against the other to enforce terms and conditions of this Agreement when circumstances are deemed to require immediate relief, the Parties hereby establish a threshold requirement that disputes between the Tribe, the County, and MCS D first be subject to a process of meeting and conferring in good faith to foster a spirit of cooperation and efficiency in the performance and compliance with this Agreement as follows:
- ii. Any Party will give the others, as soon as possible after the event giving rise to the concern, a written notice setting forth, with specificity, the issues to be resolved.
- iii. The Parties will meet and confer in a good faith attempt to resolve the dispute through negotiation no later than ten (10) days after receipt of the notice, unless both Parties agree to an extension of time in writing.
- iv. If the dispute is not resolved to the Parties' satisfaction within thirty (30) calendar days after the first meeting, then either Party may seek to terminate the Agreement.
- v. This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to all parties at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination.

- vi. No Waiver or Preclusion of Other Means of Dispute Resolution. This Section may not be construed to preclude, limit, or restrict the ability of the Parties to pursue, by mutual Agreement any other method of dispute resolution, including, but not limited to, mediation, provided, that neither Party is under any obligation to agree to such alternate method of dispute resolution.

**7. Tribal Sovereignty.**

- i. The County and District acknowledge and agree that the Tribe:
  - a. is a federally recognized Indian tribe;
  - b. on trust lands is not generally subject to the jurisdiction of the County and/or District or its laws, rules, regulations, and ordinances;
  - c. has the right to have land taken into trust by the United States for the benefit of the Tribe; and
  - d. has not submitted to, and nothing in this Agreement is intended to constitute, or shall be construed as constituting, a submission by the Tribe to, the jurisdiction of the County and/or District.

**8. Limited Waiver of Sovereign Immunity.**

- i. Nothing contained in this Agreement shall constitute a waiver of sovereign immunity except the limited waiver of sovereign immunity for the purpose of enforcement of the terms of this MOU.

9. **Notices.** Any notices required under this Agreement shall be in writing and may be personally delivered, or delivered by United States Postal Service, first-class mail, or by a reputable overnight delivery service, addressed as follows or to other such places as either Party may designate by written notice to the other.

- i. Points of Contact for Tribe:  
Michelle Vassel, Tribal Administrator  
Wiyot Tribe  
1000 Wiyot Drive  
Loleta, California 95551  
Phone: [707-733-5055](tel:707-733-5055)
- ii. Point of contact County  
Michael Richardson, Supervising Planner  
Humboldt County Planning and Building Department  
3015 H Street  
Eureka, CA 95501  
Phone: (707) 268-3723
- iii. Points of Contact District  
Lesley Frisbee, Parks & Recreation Director  
McKinleyville CSD  
1656 Sutter Rd  
McKinleyville, CA 95519  
Phone: 707-839-3251

## 10. Miscellaneous Provisions.

- i. Term of Agreement. This Agreement will take effect immediately upon execution by the Parties and will remain in effect for two years from the date of execution of the Agreement or until modified by written consent of all the Parties.
- ii. No Third-Party Beneficiaries. This Agreement is not intended to, and will not be construed to, confer a benefit or create any right for any person or entity that is not a Party.
- iii. Amendments. This Agreement may be amended only by written instrument signed by all the Parties.
- iv. Waiver. The waiver by either Party or any of its officers, agents or employees or the failure of either Party or any of its officers, agents or employees to act with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement, will not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of the same, or of any terms, covenants or conditions of this Agreement.
- v. Authorized Representatives. The persons executing this Agreement on behalf of the Parties hereto affirmatively represent that each has the requisite legal authority to enter into this Agreement on behalf of their respective Party and to bind their respective party to the terms and conditions of this Agreement. The persons executing this Agreement on behalf of their respective Party understand that both Parties are relying on these representations in entering into this Agreement.
- vi. Successors in Interest. The terms of this Agreement will be binding on all successors in interest of each Party.
- vii. Non-Severability. It is the express intent of the Parties to this Agreement that if any provision of this Agreement is held by a court of competent jurisdiction, following exhaustion of all appeals, to be invalid or unenforceable, then that provision shall be severed from this Agreement and the remainder of the Agreement shall remain in full force and effect. The Parties shall enter into good faith negotiations to replace the invalid or unenforceable provision with a valid provision, the economic effect of which comes as close as possible to the invalid or unenforceable provision.
- viii. Timely Performance. The Parties acknowledge that time is of the essence in the performance of this Agreement. Each Party hereby covenants to act diligently and in good faith, and without undue delay in the performance of any of its obligations under this Agreement.
- ix. Entire Agreement.
  1. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations, or other agreements, whether written or oral.
  2. In the event of a dispute between the Parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement will be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

## 11. Contingency

- i. This agreement and the details here in are contingent on edits made in the post award consultations with the Strategic Growth Council or their representatives and will be finalized if the grant has been awarded.

IN WITNESS THEREOF, the Parties hereby execute and enter this Agreement with the intent to be bound thereby through their authorized representatives, whose signatures are affixed below.

Execution Signatures:

For the Wiyot Tribe:

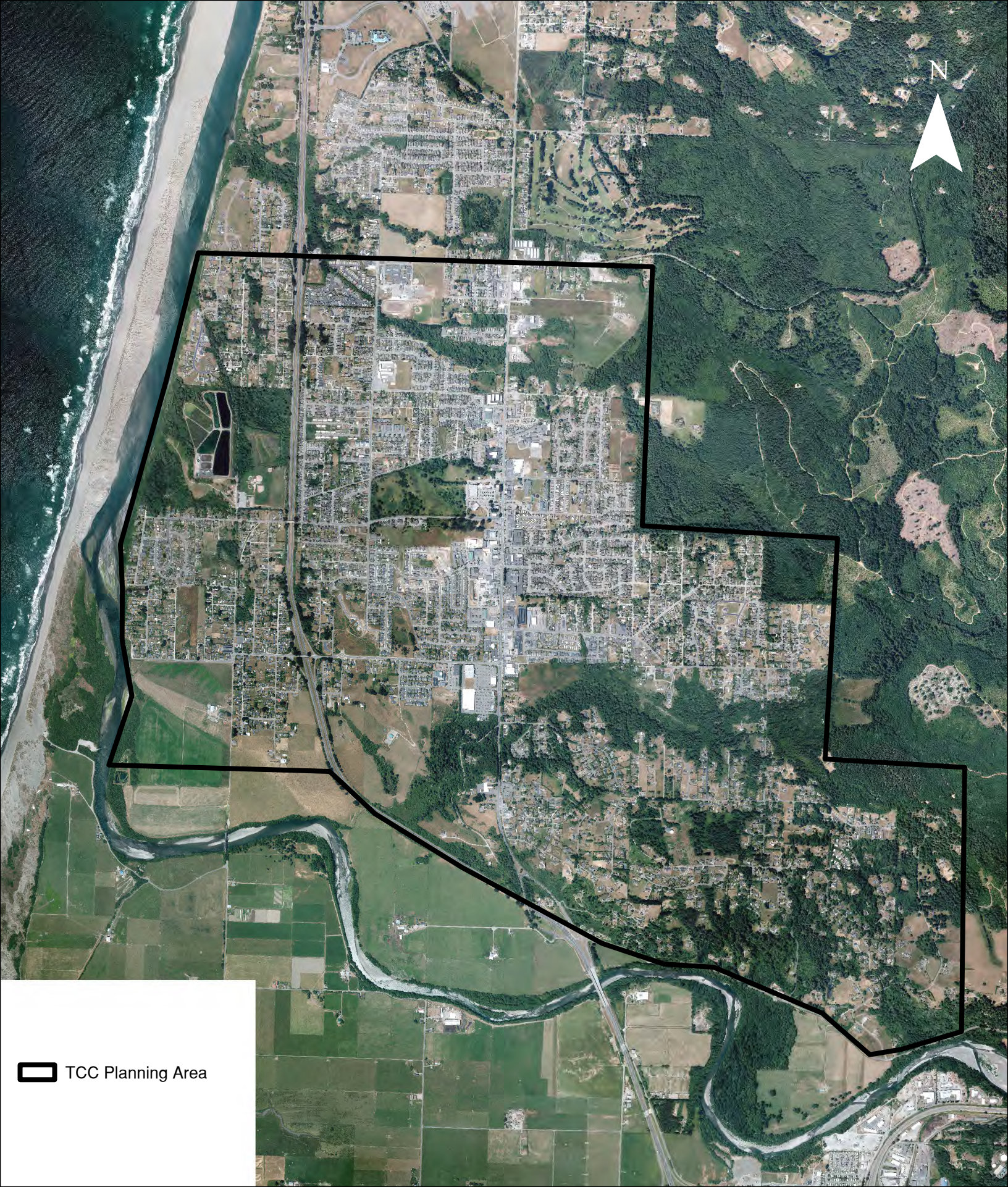
For the County of Humboldt:

Signature  
Date:

Signature  
Date:

For the McKinleyville Community Service District:

Signature  
Date:



N

 TCC Planning Area

# TCC Planning Grant Boundary

0 0.25 0.5 77 1 Miles



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# McKinleyville Community Services District

## BOARD OF DIRECTORS

February 1, 2023

TYPE OF ITEM: **ACTION**

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

**PRESENTED BY:**              **Nicole Alvarado, Finance Director**

**TYPE OF ACTION:**            **None**

### **Recommendation:**

Staff recommends the Board:

- Establish a Section 115 Trust with CalPERS California Employers Retiree Benefit Trust Program (CERBT)
- Set a funding target of 60% of the actuarial determined liability
- Approve an initial transfer of \$2.5 million
- Authorize staff to fund the Trust annually in an amount equal to the “Pay-As-You-Go” amount with additional contributions to be determined during the annual budget process
- Authorize the Finance Director and General Manager to invest funds in the Trust utilizing Strategy 3 – More Conservative
- Authorize the Finance Director and General Manager to execute the necessary agreements, certifications and other related documents to establish the Trust

### **Discussion:**

The District currently offers a health insurance plan for retirees which is commonly referred to as other-post employment benefits or (OPEB). Each year, the District’s actuary, GovInvest calculates the cost of these benefits over a 30 year horizon. This cost is then recorded as a liability on the District’s books. Over the next decade, approximately 25% of the District’s current workforce will be eligible for this plan.

Public agencies have two options for covering OPEB costs. The first option is to “pay-as-you-go” where the District pays the monthly premium for retirees out of its current year operating budget. This is the District’s current method. The current annual pay-go amount is approximately \$160k. The second option is “pre-funding” where funds are set aside in a Section 115 Trust account dedicated to the payment of these liabilities. If this method is chosen, the District can fund

the trust based on the actuarially determined annual contribution or elect an annual contribution up to a percentage of the total actuarially determined liability.

The California Public Employees Retirement System (CalPERS) has established a program called the California Retirement Benefit Trust (CERBT), which is a Section 115 Trust set up for the sole purpose of receiving employer contributions for OPEB costs. If the District chooses to participate in CERBT, future costs can be financed through investment earnings from the Section 115 Trust, as well as, annual contributions. The District maintains an approximately \$2.9M reserve designated for the funding of OPEB liabilities, these funds are currently held at Humboldt County and CalTrust where they earn minimal interest income.

To establish a Section 115 Trust with CERBT, the Board of Directors must authorize the following:

- Agreement and Election to Prefund Other Post Employment Benefits through CalPERS
- Delegation of Authority to Request Disbursements
- Certification of the Program Funding Policy

The Audit & Finance Committee met December 12, 2022 and January 17, 2023 to discuss the establishment of the Trust. Through these discussions, the Audit & Finance Committee recommends:

- A funding target for the Trust of 60% of the actuarial determined liability
- An initial transfer of \$2.5 million from OPEB reserves
- Annual funding equal to the “Pay-As-You-Go” amount with additional contributions determined by the budget process
- Utilization of investment CERBT Strategy 3 – More Conservative

**Alternatives:**

Take no action, fund at current levels and pay-as-you-go and allow funds to remain at Humboldt County and CalTrust.

**Fiscal Analysis:**

Benefits of a Section 115 Trust:

- Broader array of investment options – Per state statutes, the District is restricted in the types of investments it can hold. By placing funds in the Section 115 Trust, the District would be allowed to invest in a broader array of investments options which can potentially yield higher returns over the long term. The CERBT



has averaged 4.57% yield over the past 10 years, this includes recent market activity.

- Reduce unfunded liabilities and future contributions – The CERBT provides the District the ability to utilize interest earned from the Trust investments to pay the annual contribution and unfunded OPEB liability.
- Improve financial reporting outcomes – If the District establishes a Section 115 Trust with CERBT, GovInvest will utilize the CERBT's discount rate instead of the Treasury Bond Buyer Rate, which lowers the District's overall OPEB liability.
- CalPERS low administrative fee of 10 basis points (.1%) – CalPERS CERBT program is the largest provider of Section 115 Trusts with the lowest administrative fee at 10 basis points. CalPERS will not invoice the District for their services, the cost would debit out of the interest earned.

As with all investments, CERBT comes with risk in that the funds would be more prone to market and economic volatility compared to the District's current investments at Humboldt County and CalTrust. Also, an IRS Section 115 Trust is irrevocable, meaning the investment can only be utilized for OPEB costs and not to pay for operations or catastrophic events.

CERBT offers 3 investment strategies:

Strategy 1 – Less Conservative, Expected Return 6%, Risk 12.1%

Strategy 2 – Conservative, Expected Return 5.5%, Risk 9.9%

Strategy 3 – More Conservative, Expected Return 5%, Risk 8.4%

### **Exhibits/Attachments:**

- Attachment 1 - Agreement and Election to Prefund Other Post Employment Benefits Through CalPERS
- Attachment 2 - Delegation of Authority to Request Disbursements
- Attachment 3 - Certification of the Program Funding Policy
- Attachment 4 – MCSD 2022 GASB 75 Report
- Attachment 5 – FY21-22 Reserve Calculations
- Attachment 6 – Notes from the 12/12/2022 & 1/17/2023 Audit & Finance Committee

**CALIFORNIA EMPLOYERS' RETIREE BENEFIT TRUST PROGRAM ("CERBT")**

**AGREEMENT AND ELECTION  
OF**

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(NAME OF EMPLOYER)

**TO PREFUND OTHER POST-EMPLOYMENT  
BENEFITS THROUGH CalPERS**

WHEREAS (1) Government Code Section 22940 establishes in the State Treasury the Annuitants' Health Care Coverage Fund for the prefunding of health care coverage for annuitants (Prefunding Plan); and

WHEREAS (2) The California Public Employees' Retirement System (CalPERS) Board of Administration (Board) has sole and exclusive control and power over the administration and investment of the Prefunding Plan (sometimes also referred to as CERBT), the purposes of which include, but are not limited to (i) receiving contributions from participating employers and establishing separate Employer Prefunding Accounts in the Prefunding Plan for the performance of an essential governmental function (ii) investing contributed amounts and income thereon, if any, in order to receive yield on the funds and (iii) disbursing contributed amounts and income thereon, if any, to pay for costs of administration of the Prefunding Plan and to pay for health care costs or other post-employment benefits in accordance with the terms of participating employers' plans; and

WHEREAS (3) \_\_\_\_\_  
(NAME OF EMPLOYER)

(Employer) desires to participate in the Prefunding Plan upon the terms and conditions set by the Board and as set forth herein; and

WHEREAS (4) Employer may participate in the Prefunding Plan upon (i) approval by the Board and (ii) filing a duly adopted and executed Agreement and Election to Prefund Other Post-Employment Benefits (Agreement) as provided in the terms and conditions of the Agreement; and

WHEREAS (5) The Prefunding Plan is a trust fund that is intended to perform an essential governmental function within the meaning of Section 115 of the Internal Revenue Code as an agent multiple-employer defined benefit plan as defined in Governmental Accounting Standards Board (GASB) Statements for Accounting and Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans (OPEB Standards) consisting of an aggregation of single-employer plans, with pooled administrative and investment functions;

NOW, THEREFORE, BE IT RESOLVED THAT EMPLOYER HEREBY MAKES THE FOLLOWING REPRESENTATION AND WARRANTY AND THAT THE BOARD AND EMPLOYER AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

A. Representation and Warranty

Employer represents and warrants that it is a political subdivision of the State of California or an entity whose income is excluded from gross income under Section 115 (1) of the Internal Revenue Code.

B. Adoption and Approval of the Agreement; Effective Date; Amendment

(1) Employer's governing body shall elect to participate in the Prefunding Plan by adopting this Agreement and filing with the CalPERS Board a true and correct original or certified copy of this Agreement as follows:

Filing by mail, send to:        CalPERS  
   CERBT (OPEB)  
   P.O. Box 1494  
   Sacramento, CA 95812-1494

Filing in person, deliver to:  
   CalPERS Mailroom  
   CERBT (OPEB)  
   400 Q Street  
   Sacramento, CA 95811

(2) Upon receipt of the executed Agreement, and after approval by the Board, the Board shall fix an effective date and shall promptly notify Employer of the effective date of the Agreement.

(3) The terms of this Agreement may be amended only in writing upon the agreement of both CalPERS and Employer, except as otherwise provided herein. Any such amendment or modification to this Agreement shall be adopted and executed in the same manner as required for the Agreement. Upon receipt of the executed amendment or modification, the Board shall fix the effective date of the amendment or modification.

(4) The Board shall institute such procedures and processes as it deems necessary to administer the Prefunding Plan, to carry out the purposes of this Agreement, and to maintain the tax exempt status of the Prefunding Plan. Employer agrees to follow such procedures and processes.

### C. Other Post-Employment Benefits (OPEB) Cost Reports and Employer Contributions

(1) Employer shall provide to the Board an OPEB cost report on the basis of the actuarial assumptions and methods prescribed by the Board. Such report shall be for the Board's use in financial reporting, and shall be prepared at least as often as the minimum frequency required by applicable GASB OPEB Standards. This OPEB cost report may be prepared as an actuarial valuation report or, if the employer is qualified under GASB OPEB Standards, may be prepared as an Alternative Measurement Method (AMM) report.

- (a) Unless qualified under GASB OPEB Standards, to provide an AMM report, Employer shall provide to the Board an actuarial valuation report. Such report shall be for the Board's use in financial reporting, and shall be prepared at least as often as the minimum frequency required by GASB OPEB Standards, and shall be:
  - 1) prepared and signed by a Fellow or Associate of the Society of Actuaries who is also a Member of the American Academy of Actuaries or a person with equivalent qualifications acceptable to the Board;
  - 2) prepared in accordance with generally accepted actuarial practice and GASB OPEB Standards; and,
  - 3) provided to the Board prior to the Board's acceptance of contributions for the valuation period or as otherwise required by the Board.
- (b) If qualified under GASB OPEB Standards, Employer may provide to the Board an AMM report. Such report shall be for the Board's use in financial reporting, shall be prepared at least as often as the minimum frequency required by GASB OPEB Standards, and shall be:
  - 1) affirmed by Employer's external auditor, or by a Fellow or Associate of the Society of Actuaries who is also a Member of the American Academy of Actuaries or a person with equivalent qualifications acceptable to the Board, to be consistent with the AMM process described in GASB OPEB Standards;
  - 2) prepared in accordance with GASB OPEB Standards; and,
  - 3) provided to the Board prior to the Board's acceptance of contributions for the valuation period or as otherwise required by the Board.

(2) The Board may reject any OPEB cost report for financial reporting purposes submitted to it, but shall not unreasonably do so. In the event that the Board

determines, in its sole discretion, that the OPEB cost report is not suitable for use in the Board's financial statements or if Employer fails to provide a required OPEB cost report, the Board may obtain, at Employer's expense, an OPEB cost report that meets the Board's financial reporting needs. The Board may recover from Employer the cost of obtaining such OPEB cost report by billing and collecting from Employer or by deducting the amount from Employer's account in the Prefunding Plan.

(3) Employer shall notify the Board of the amount and time of contributions which contributions shall be made in the manner established by the Board.

(4) Employer contributions to the Prefunding Plan may be limited to the amount necessary to fully fund Employer's actuarial present value of total projected benefits, as supported by the OPEB cost report for financial reporting purposes acceptable to the Board. As used throughout this document, the meaning of the term "actuarial present value of total projected benefits" is as defined in GASB OPEB Standards. If Employer's contribution causes its assets in the Prefunding Plan to exceed the amount required to fully fund the actuarial present value of total projected benefits, the Board may refuse to accept the contribution.

(5) No contributions are required. Contributions can be made at any time following the effective date of the Agreement provided that Employer has first complied with the requirements of Paragraph C.

#### D. Administration of Accounts, Investments, Allocation of Income

(1) The Board has established the Prefunding Plan as an agent plan consisting of an aggregation of single-employer plans, with pooled administrative and investment functions, under the terms of which separate accounts are maintained for each employer so that the Employer's assets will provide benefits only under the Employer's post-employment benefit plan(s).

(2) All Employer contributions and assets attributable to Employer contributions shall be separately accounted for in the Prefunding Plan (Employer's Prefunding Account).

(3) Employer's Prefunding Account assets may be aggregated with prefunding account assets of other employers and may be co-invested by the Board in any asset classes appropriate for a Section 115 Trust.

(4) The Board may deduct the costs of administration of the Prefunding Plan from the investment income or Employer's Prefunding Account in a manner determined by the Board.

(5) Investment income shall be allocated among participating employers and posted to Employer's Prefunding Account as determined by the Board but no less frequently than annually.

(6) If Employer's assets in the Prefunding Plan exceed the amount required to fully fund the actuarial present value of total projected benefits, the Board, in compliance with applicable accounting and legal requirements, may return such excess to Employer.

#### E. Reports and Statements

(1) Employer shall submit with each contribution a contribution report in the form and containing the information prescribed by the Board.

(2) The Board shall prepare and provide a statement of Employer's Prefunding Account at least annually reflecting the balance in Employer's Prefunding Account, contributions made during the period and income allocated during the period, and such other information as the Board determines.

#### F. Disbursements

(1) Employer may receive disbursements not to exceed the annual premium and other costs of post-employment healthcare benefits and other post-employment benefits as defined in GASB OPEB Standards.

(2) Employer shall notify CalPERS in writing in the manner specified by CalPERS of the persons authorized to request disbursements from the Prefunding Plan on behalf of Employer.

(3) Employer's request for disbursement shall be in writing signed by Employer's authorized representative, in accordance with procedures established by the Board. The Board may require that Employer certify or otherwise establish that the monies will be used for the purposes of the Prefunding Plan.

(4) Requests for disbursements that satisfy the requirements of paragraphs (2) and (3) will be processed monthly.

(5) CalPERS shall not be liable for amounts disbursed in error if it has acted upon the written instruction of an individual authorized by Employer to request disbursements. In the event of any other erroneous disbursement, the extent of CalPERS' liability shall be the actual dollar amount of the disbursement, plus interest at the actual earnings rate but not less than zero.

(6) No disbursement shall be made from the Prefunding Plan which exceeds the balance in Employer's Prefunding Account.

#### G. Costs of Administration

Employer shall pay its share of the costs of administration of the Prefunding Plan, as determined by the Board.

## H. Termination of Employer Participation in Prefunding Plan

(1) The Board may terminate Employer's participation in the Prefunding Plan if:

- (a) Employer gives written notice to the Board of its election to terminate;
- (b) The Board finds that Employer fails to satisfy the terms and conditions of this Agreement or of the Board's rules or regulations.

(2) If Employer's participation in the Prefunding Plan terminates for any of the foregoing reasons, all assets in Employer's Prefunding Account shall remain in the Prefunding Plan, except as otherwise provided below, and shall continue to be invested and accrue income as provided in Paragraph D.

(3) After Employer's participation in the Prefunding Plan terminates, Employer may not make contributions to the Prefunding Plan.

(4) After Employer's participation in the Prefunding Plan terminates, disbursements from Employer's Prefunding Account may continue upon Employer's instruction or otherwise in accordance with the terms of this Agreement.

(5) After the Employer's participation in the Prefunding Plan terminates, the governing body of the Employer may request either:

- (a) A trustee to trustee transfer of the assets in Employer's Prefunding Account; provided that the Board shall have no obligation to make such transfer unless the Board determines that the transfer will satisfy applicable requirements of the Internal Revenue Code, other law and accounting standards, and the Board's fiduciary duties. If the Board determines that the transfer will satisfy these requirements, the Board shall then have one hundred fifty (150) days from the date of such determination to effect the transfer. The amount to be transferred shall be the amount in the Employer's Prefunding Account as of the date of the transfer (the "transfer date") and shall include investment earnings up to an investment earnings allocation date preceding the transfer date. In no event shall the investment earnings allocation date precede the transfer date by more than 150 days.
- (b) A disbursement of the assets in Employer's Prefunding Account; provided that the Board shall have no obligation to make such disbursement unless the Board determines that, in compliance with the Internal Revenue Code, other law and accounting standards, and the Board's fiduciary duties, all of Employer's obligations for payment of post-employment health care benefits and other post-employment benefits and reasonable administrative costs of the Board have been satisfied. If the Board determines that the disbursement will satisfy these requirements, the

Board shall then have one hundred fifty (150) days from the date of such determination to effect the disbursement. The amount to be disbursed shall be the amount in the Employer's Prefunding Account as of the date of the disbursement (the "disbursement date") and shall include investment earnings up to an investment earnings allocation date preceding the disbursement date. In no event shall the investment earnings allocation date precede the disbursement date by more than 150 days.

(6) After Employer's participation in the Prefunding Plan terminates and at such time that no assets remain in Employer's Prefunding Account, this Agreement shall terminate.

(7) If, for any reason, the Board terminates the Prefunding Plan, the assets in Employer's Prefunding Account shall be paid to Employer after retention of (i) amounts sufficient to pay post-employment health care benefits and other post-employment benefits to annuitants for current and future annuitants described by the employer's current substantive plan (as that term is used in GASB OPEB Standards), and (ii) amounts sufficient to pay reasonable administrative costs of the Board.

(8) If Employer ceases to exist but Employer's Prefunding Plan continues to exist and if no provision has been made by Employer for ongoing payments to pay post-employment health care benefits and other post-employment benefits to annuitants for current and future annuitants, the Board is authorized to and shall appoint a third party administrator to carry out Employer's Prefunding Plan. Any and all costs associated with such appointment shall be paid from the assets attributable to contributions by Employer.

(9) If Employer should breach the representation and warranty set forth in Paragraph A., the Board shall take whatever action it deems necessary to preserve the tax-exempt status of the Prefunding Plan.

## I. General Provisions

### (1) Books and Records.

Employer shall keep accurate books and records connected with the performance of this Agreement. Employer shall ensure that books and records of subcontractors, suppliers, and other providers shall also be accurately maintained. Such books and records shall be kept in a secure location at the Employer's office(s) and shall be available for inspection and copying by CalPERS and its representatives.

### (2) Audit.

(a) During and for three years after the term of this Agreement, Employer shall permit the Bureau of State Audits, CalPERS, and its authorized



representatives, and such consultants and specialists as needed, at all reasonable times during normal business hours to inspect and copy, at the expense of CalPERS, books and records of Employer relating to its performance of this Agreement.

- (b) Employer shall be subject to examination and audit by the Bureau of State Audits, CalPERS, and its authorized representatives, and such consultants and specialists as needed, during the term of this Agreement and for three years after final payment under this Agreement. Any examination or audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement. Employer shall cooperate fully with the Bureau of State Audits, CalPERS, and its authorized representatives, and such consultants and specialists as needed, in connection with any examination or audit. All adjustments, payments, and/or reimbursements determined to be necessary by any examination or audit shall be made promptly by the appropriate party.

(3) Notice.

- (a) Any notice, approval, or other communication required or permitted under this Agreement will be given in the English language and will be deemed received as follows:
  - 1. Personal delivery. When personally delivered to the recipient. Notice is effective on delivery.
  - 2. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice. Notice is effective three delivery days after deposit in a United States Postal Service office or mailbox.
  - 3. Certified mail. When mailed certified mail, return receipt requested. Notice is effective on receipt, if delivery is confirmed by a return receipt.
  - 4. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, Notice is effective on delivery, if delivery is confirmed by the delivery service.
  - 5. Telex or Facsimile Transmission. When sent by telex or fax to the last telex or fax number of the recipient known to the party giving notice. Notice is effective on receipt, provided that (i) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (ii) the receiving party delivers a written

confirmation of receipt. Any notice given by telex or fax shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a nonbusiness day.

6. E-mail transmission. When sent by e-mail using software that provides unmodifiable proof (i) that the message was sent, (ii) that the message was delivered to the recipient's information processing system, and (iii) of the time and date the message was delivered to the recipient along with a verifiable electronic record of the exact content of the message sent.

Addresses for the purpose of giving notice are as shown in Paragraph B.(1) of this Agreement.

- (b) Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- (c) Any party may change its address, telex, fax number, or e-mail address by giving the other party notice of the change in any manner permitted by this Agreement.
- (d) All notices, requests, demands, amendments, modifications or other communications under this Agreement shall be in writing. Notice shall be sufficient for all such purposes if personally delivered, sent by first class, registered or certified mail, return receipt requested, delivery by courier with receipt of delivery, facsimile transmission with written confirmation of receipt by recipient, or e-mail delivery with verifiable and unmodifiable proof of content and time and date of sending by sender and delivery to recipient. Notice is effective on confirmed receipt by recipient or 3 business days after sending, whichever is sooner.

#### (4) Survival

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement shall survive the termination of this Agreement until such time as all amounts in Employer's Prefunding Account have been disbursed.

#### (5) Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and

signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

(6) Necessary Acts, Further Assurances

The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

A majority vote of Employer's Governing Body at a public meeting held on the \_\_\_\_\_ day of the month of \_\_\_\_\_ in the year \_\_\_\_\_, authorized entering into this Agreement.

Signature of the Presiding Officer: \_\_\_\_\_

Printed Name of the Presiding Officer: \_\_\_\_\_

Name of Governing Body: \_\_\_\_\_

Name of Employer: \_\_\_\_\_

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

BOARD OF ADMINISTRATION  
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY \_\_\_\_\_  
MELODY BENAVIDES  
DIVISION CHIEF, PENSION CONTRACTS AND PREFUNDING PROGRAMS  
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

To be completed by CalPERS The effective date of this Agreement is: _____
--





California Public Employees' Retirement System California Employers' Retiree Benefit Trust (CERBT)
400 Q Street, Sacramento, CA 95811
www.calpers.ca.gov

Delegation of Authority to Request Disbursements
California Employers' Retiree Benefit Trust
(CERBT)

RESOLUTION
OF THE

(GOVERNING BODY)

OF THE

(NAME OF EMPLOYER)

The (GOVERNING BODY) delegates to the incumbents

in the positions of (TITLE) and

(TITLE) and/or

(TITLE) authority to request on

behalf of the Employer disbursements from the Other Post Employment Prefunding

Plan and to certify as to the purpose for which the disbursed funds will be used.

By

Title

Witness

Date

# CERBT Valuation Packet

The California Employers' Retiree Benefit Trust (CERBT) Fund is an Internal Revenue Code Section 115, multiple-employer OPEB trust fund and has a fiduciary responsibility for financial reporting in accordance to the Governmental Accounting Standards Statement No. 74. As such, we request all participating employers to submit a renewal OPEB Valuation or AMM Report at least every two years, along with this valuation packet consisting of the Certification of Funding Policy, the Summary of Actuarial Information, and the Certification of Actuarial Information. The information provided in the OPEB valuation or AMM report is essential to the accuracy of the administration and reporting of the CERBT Fund.

---



---

Employer Name

---

Valuation Date

## Renewal Valuation Checklist

Please email a copy of your agency's final OPEB valuation or AMM report, along with this completed packet to [CERBT4U@calpers.ca.gov](mailto:CERBT4U@calpers.ca.gov). If you have any questions, contact us at [CERBT4U@calpers.ca.gov](mailto:CERBT4U@calpers.ca.gov).

OPEB Valuation or AMM Report (Final version)

Certification of Funding Policy (pages 2-3, completed and signed)

Summary of Actuarial Information (pages 4-5, completed)

Certification of Actuarial Information (page 6, completed and signed)

# CERBT Valuation Packet

## Certification of Funding Policy (1 of 2)

\_\_\_\_\_  
Employer Name

\_\_\_\_\_  
Valuation Date

### CERBT Asset Allocation Strategy Selection

As the employer, I certify that my agency chooses the following CERBT asset allocation strategy:

CERBT Asset Allocation Strategy	Long-Term Expected Rate of Return	Expected Volatility (Standard Deviation)
<b>Strategy 1</b>	6.0%	12.1%
<b>Strategy 2</b>	5.5%	9.9%
<b>Strategy 3</b>	5.0%	8.4%

### Funding Method

As the employer, I certify that our OPEB funding method and intent for the period covered by our current OPEB valuation or AMM report is to contribute consistently an amount that is equal to:

ADC funding method: \_\_\_\_\_% of the Actuarially Determined Contribution (ADC) as determined in our OPEB valuation or AMM report.

Other funding method: We will contribute to the trust using an approach not directly related to the ADC. Please describe in the comment section below.

If applicable, please provide ADC amounts and periods covered as determined in the report:

First Fiscal Year-End :

\_\_\_\_\_  
MM/DD/YYYY

\_\_\_\_\_  
ADC Amount

Second Fiscal Year-End:

\_\_\_\_\_  
MM/DD/YYYY

\_\_\_\_\_  
ADC Amount

Comments

# CERBT Valuation Packet

## Certification of Funding Policy (2 of 2)

### Contribution and Reimbursement Method

As the employer, I certify that we intend to make CERBT contributions and request eligible reimbursements in the following manner:

Contribute full ADC payments to the trust and seek reimbursements for pay-go costs.

Contribute ADC payments to the CERBT net of pay-go costs and not seek reimbursement (ADC minus pay-go = Trust Contribution).

Other contribution and/or reimbursement method, e.g. initial/ ad hoc lump sum contribution. Please describe in the comment section below.

Comments

### Employer Certification

As the employer, we understand that we must obtain an OPEB valuation or AMM report on at least a biennial basis.

We understand that we will be asked to provide accounting information to CalPERS as required to facilitate CalPERS compliance with Governmental Accounting Standards Board (GASB) Statements for Accounting and Financial Reporting for Post-Employment Benefit Plans Other than Pension Plans (OPEB Standards) reporting requirements and we agree to make any information requested available to CalPERS on a timely basis.

We understand that CalPERS will provide us the Schedule of Changes in Fiduciary Net Position by Employer, which can be used to prepare our GASB OPEB Standards reporting. CalPERS will report information pertaining to GASB OPEB Standards for Agent OPEB Plans.

---

Employer Name

---

Valuation Date

---

Name

Title

---

Signature

Date

**CERBT Valuation Packet**  
**Summary of Actuarial Information (1 of 2)**

---

Employer Name

---

Valuation Date

**Actuarial Firm Contact Information**

---

Actuary/Contact Name

Actuarial Firm

---

Email

Phone Number

**Person Completing this Form**

---

Contact Name

Organization

---

Email

Phone Number

If using a GASB 75 accounting valuation or AMM report, complete sections I, II, IV, and V. If using a funding valuation, complete sections I, III, IV, and V. If using a blended valuation, complete all sections, as applicable.

**Section I: Actuarial Data**

1. Valuation type (Accounting, Funding, or both) \_\_\_\_\_
2. Valuation frequency (Annual or Biennial) \_\_\_\_\_
3. Total Present Value of Future Benefits (PVFB) \_\_\_\_\_
  - i. Date PVFB was calculated as of \_\_\_\_\_

**Section II: GASB 75 Accounting Valuation or AMM** (complete if using a GASB 75 accounting valuation or AMM)

4. Measurement Date \_\_\_\_\_
5. Total OPEB Liability (TOL) \_\_\_\_\_
6. Fiduciary Net Position (FNP) at Measurement Date \_\_\_\_\_
7. Net OPEB Liability (TOL-FNP) \_\_\_\_\_
8. This report provides financial reporting data for the following period:  
Fiscal Year-End for your GASB 75 reporting \_\_\_\_\_  
MM/DD/YYYY



## CERBT Valuation Packet

### Summary of Actuarial Information (2 of 2)

**Section III: Funding Valuation (complete if using a funding valuation)**

- 9. Actuarial Accrued Liability (AAL) \_\_\_\_\_
- 10. Actuarial Value of Assets (AVA) \_\_\_\_\_
- 11. Unfunded Actuarial Accrued Liability (AAL-AVA) \_\_\_\_\_

**Section IV: Demographic Data (as of valuation date)**

- 12. Number of active plan members \_\_\_\_\_
- 13. Number of inactive plan members currently receiving benefit payments \_\_\_\_\_
- 14. Number of inactive plan members entitled to  
but not yet receiving benefit payments \_\_\_\_\_

**Section V: Benefit Payment Data**

	Year ending date of projected benefit payments (MM/DD/YYYY)	Projected employer paid retiree premium payments (Do not include implicit rate subsidy)	Projected implicit rate subsidy payments
Year 1	_____	_____	_____
Year 2	_____	_____	_____
Year 3	_____	_____	_____
Year 4	_____	_____	_____

Comments

# CERBT Valuation Packet

## Certification of Actuarial Information (1 of 1)

As Actuary of the plan, I certify that the Other Post-Employment Benefits (OPEB) actuarial valuation upon which the enclosed summary of actuarial information is based meets the following criteria:

- The valuation has been prepared and signed by a Fellow or Associate of the Society of Actuaries, or an Enrolled Actuary of the Joint Board for the Enrollment of Actuaries, and a Member of the American Academy of Actuaries.<sup>1</sup>
- The valuation has been prepared in accordance with the Actuarial Standards of Practice.
- If the valuation is an accounting valuation, then it has been prepared in accordance with the requirements set forth in Governmental Accounting Standards Board (GASB) Statements related to OPEB reporting.
- If employer assets to pre-fund other post-employment benefits are invested in an irrevocable OPEB trust other than the CERBT, the liabilities associated with those assets are not included in the summary of actuarial information.

I further certify that the discount rate is consistent with the anticipated level of funding pursuant to the relevant sections in GASB and ASOP, and the employer's certification.

---

Employer Name

---

Valuation Date

---

Printed Name of Actuary and Designation

---

Signature

Date

---

<sup>1</sup> In cases where the actuary performing the work does not meet these criteria, the valuation may be acceptable if the person has equivalent qualifications that are acceptable to the CalPERS Board. Please provide the qualifications of the actuary performing the valuation.

# CERBT Valuation Packet

## Instructions and Considerations

### Certification of Funding Policy

Your agency may want to consider the following points when preparing a Funding Policy:

- Will OPEB liabilities increase or decrease over time?
- When will the OPEB costs reach their peak?
- Funding status goals.
- How much do unfunded liabilities matter?
- How is your agency measuring performance?

### CERBT Asset Allocation Strategy Selection

Your CERBT assets will be invested using the asset allocation strategy checked upon your selection. Each strategy has a different assumed long-term expected rate of return and risk profile.

The following table shows the expected time-weighted compound return for the 1-5 year period, 6-20 year period, the long-term expected rate of return, and the expected volatility (standard deviation) for each strategy. Please note the CERBT fund is intended to be a long-term investment vehicle.

CERBT Asset Allocation Strategy	Expected Compound Return (1-5 Years)	Expected Compound Return (6-20 Years)	Long-Term Expected Rate of Return (1-20 Years)	Expected Volatility (Standard Deviation)
<b>Strategy 1</b>	5.1%	6.3%	6.0%	12.1%
<b>Strategy 2</b>	4.2%	5.9%	5.5%	9.9%
<b>Strategy 3</b>	3.5%	5.5%	5.0%	8.4%

### Funding Method

- If your agency’s intent is to fund based on an ADC, indicate the ADC percentage funding as well as the ADC amount(s).
- If your contributions are not tied specifically to the ADC, then indicate how you expect to contribute. For example, if you intend to make unreimbursed pay-go payments plus a fixed dollar amount to the trust, then describe this in the comments space provided.
- *Optional:* If using a funding valuation, please identify the periods to which your entity will use the renewal valuation report for funding purposes.

### Contribution and Reimbursement Method

Here we ask you to indicate how you expect to make contributions to, and seek reimbursement from, the trust. All contributions are voluntary and never required.

## **Employer Certification**

Please certify as the employer you understand you must obtain a renewal valuation on at least a biennial basis.

## **Summary of Actuarial Information**

This form may be completed by your actuary or you and is a summary of data from your actuarial valuation. If using a GASB 75 accounting valuation or AMM report, complete sections I, II, IV, and V. If using a funding valuation, complete sections I, III, IV, and V. If using a blended valuation, complete all sections, as applicable.

If certain elements in this form are not found in the actuarial valuation report itself (such as PVFB in section I or projected benefit payment data in section V), please work with your consulting actuary to obtain this data. CERBT staff are available to assist if needed.

## **Certification of Actuarial Information**

This form needs to be signed by your consulting actuary.

# McKinleyville Community Services District

GASB 75 Disclosures for Fiscal Year Ending June 30, 2022  
Based on OPEB Valuation as of June 30, 2021

## CONTACT

Evi Laksana, ASA, MAAA  
evi@govinvest.com  
(424) 877-2393



**GovInvest**  
The Financial Forecasting Authority

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# Actuarial Certification

Ms. Nicole Alvarado  
McKinleyville Community Services District  
1656 Sutter Road  
McKinleyville, CA 95519

GovInvest has been engaged by McKinleyville Community Services District to complete an actuarial valuation of the McKinleyville Community Services District OPEB Plan as of June 30, 2021 which will be used as the basis of the financial accounting disclosure for fiscal year ending 6/30/2022 in accordance with GASB Statement No. 75 (Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions).

The purpose of this report is to provide the District with the required information needed for financial statement disclosure purposes. The use of this report for any other purpose may not be appropriate. The content of this report may not be modified, reproduced, or provided to third parties, either in whole or in part, without our permission. GovInvest is not responsible for usage, inference, or misinterpretation of this report by third parties.

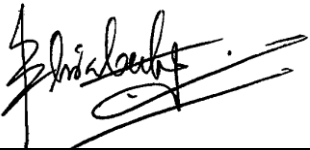
Results presented in this report are based on the census data, substantive plan provisions, and healthcare cost information provided by the District and/or their benefit consultants. All information provided has been reviewed for reasonableness and clarifications or corrections have been requested where appropriate. We have not audited the information at the source, and therefore, do not accept responsibility for the accuracy or completeness of the data on which the information is based. Assumptions made related to missing data have been identified in this report. We are satisfied that the information provided is suitable and sufficient for the purpose of the measurement.

The valuation results were prepared using leased actuarial modeling software that produces results consistent with the purpose of this valuation and meet applicable regulatory requirements. The vendor is responsible for the development, maintenance, and improvement of these models. The models include comprehensive technical documentations that outline how the calculations are performed along with sample life outputs that allow the users to confirm with high degree of accuracy how the programmed benefit is applied to an individual with the proposed decrements and other assumptions. The actuarial team loads the participant data, programs the benefit provisions and proposed assumptions into the model and review sample life outputs and results under the supervision of credentialed actuaries who are proficient users of the software. We are not aware of any material limitations in the model nor any material inconsistencies in the assumptions used within the model.

The discount rate, other economic, and demographic assumptions have been selected by the District with our recommendations and concurrence. We believe each assumption is reasonable based on its own merits and in combination represent reasonable expected experience of the Plan. All calculations have been completed in accordance with generally accepted actuarial principles and practices.

Future actuarial measurements may differ significantly from current measurements due to factors such as actual plan experience that differs from that anticipated by the economic and demographic assumptions as well as changes in future assumptions, substantive plan provisions, and/or applicable law. We have not analyzed the potential range of such differences due to the limited scope of our engagement. To our knowledge, there are no significant events prior to the current year's Measurement Date or as of the date of this report that may materially affect the results presented herein.

The undersigned meets the General Qualification Standards of the American Academy of Actuaries for the purpose of issuing Statement of Actuarial Opinion in the United States. Neither GovInvest nor any of its employees have any relationship with the Plan Sponsor that could impair or appear to impair the objectivity of this report.



---

Evi Laksana, ASA, MAAA  
August 3, 2022



# Section 1: Executive Summary

McKinleyville Community Services District (the “District”) sponsors a single-employer defined benefit OPEB plan that provides medical and prescription drug coverage at retirement. Employees may continue health coverage with the District at retirement for themselves, their spouses, and dependents for life once they meet certain eligibility requirements and as long as required contributions are made.

The results presented in this report are based on the June 30, 2021 valuation with liabilities and assets measured as of June 30, 2022, for use in the District’s accrual-based financial statement for the fiscal year ending June 30, 2022. The June 30, 2021 valuation uses census data of (a) active employees who will be eligible to receive benefits in the future and (b) existing retirees who are currently receiving these benefits as of June 30, 2021, as well as healthcare cost information effective on January 1, 2021 provided by the Plan Sponsor and/or their healthcare consultant.

The actuarial valuation is based on substantive plan provisions outlined in Section 4. The valuation requires assumptions which are listed in Section 5. Results from the June 30, 2021 valuation may be rolled-forward for use in the Plan Sponsor’s accrual-based financial statement disclosure for the fiscal year ending June 30, 2023 assuming that there are no material changes to the substantive plan provisions and/or the covered population.

The Plan Sponsor’s next full valuation is as of June 30, 2023 with liabilities and assets measured as of June 30, 2024 for reporting in the Plan Sponsor’s accrual-based financial statements for the fiscal year ending June 30, 2024.

## Changes Since Prior Valuation

The District’s Net OPEB Liability has decreased from \$10,010,085 as of June 30, 2021 to \$6,942,623 as of June 30, 2022, which is attributable to a combination of the following factors:

1. Slightly less favorable actual demographic experience that is offset by much lower healthcare cost increase than expected for a net liability decrease.
2. Assumption changes as outlined in Section 5 that produces a net liability increase.

## Summary of Results

Presented below is the summary of results for the current fiscal year compared to the prior fiscal year.

Fiscal Years	2021/22	2020/21
Valuation Date (VD)	June 30, 2021	June 30, 2019
Measurement Date (MD)	June 30, 2022	June 30, 2021
<b>Membership Data as of Valuation Date</b>		
Inactive employees or beneficiaries currently receiving benefits <sup>1</sup>	8	11
Inactive employees entitled to but not yet receiving benefits	0	0
Active employees	24	24
Total membership	32	35
<b>Discount Rate at Measurement Date</b>		
Municipal Bond Index Rate	3.69%	1.92%
Long-term Expected Asset Return	N/A	N/A
Year in which Fiduciary Net Position is projected to be depleted	N/A	N/A
Single Equivalent Discount Rate (SEDR)	3.69%	1.92%
<b>Net OPEB Liability as of Measurement Date</b>		
Total OPEB Liability (TOL)	\$ 6,942,623	\$ 10,010,085
Fiduciary Net Position (FNP)	(0)	(0)
Net OPEB Liability (NOL = TOL – FNP)	\$ 6,942,623	\$ 10,010,085
Funded Status (FNP / TOL)	0.0%	0.0%
OPEB Expense / (Income) by Fiscal Year	\$ 467,572	\$ 766,980
Balance of unamortized Deferred Inflows at MD	\$ (5,972,970)	\$ (2,115,327)
Balance of unamortized Deferred Outflows at MD	\$ 2,872,637	\$ 2,375,914

<sup>1</sup> Prior year inactive employees or beneficiaries currently receiving benefits enrollment include six retirees/beneficiaries and five spouses. Current years inactive employees or beneficiaries currently receiving benefits enrollment includes eight retirees/beneficiaries only and exclude spouses covered under the plan to comply with GASB requirements on enrollment reporting.

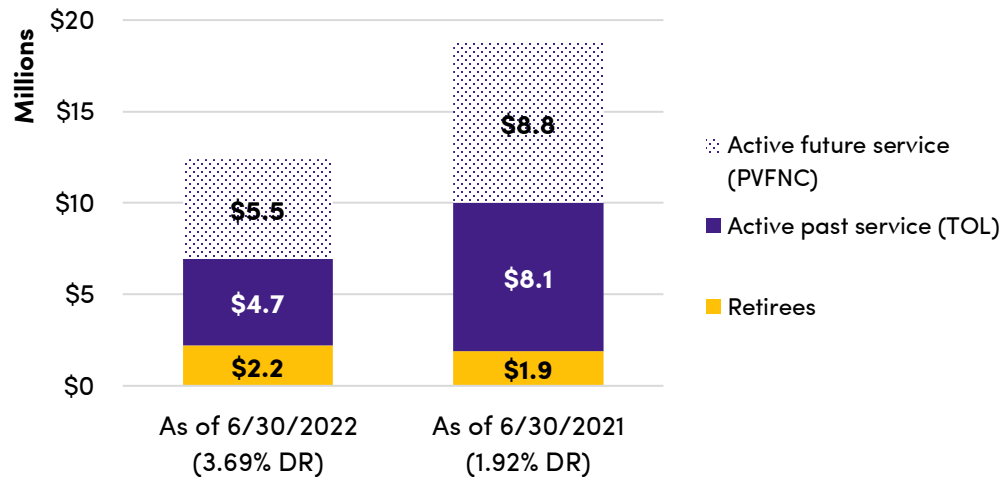
Below is a breakdown of the OPEB liability allocated to past and current service as of the Measurement Date compared to the prior Measurement Date. The liability below includes explicit subsidy (if any) and implicit subsidy. Refer to the Substantive Plan Provisions section for complete information on the District benefit provisions.

Present Value of Future Benefits (PVFB)	As of June 30, 2022	As of June 30, 2021
Active employees	\$ 10,191,060	\$ 16,866,289
Retired employees	2,217,542	1,908,371
<b>Total PVFB</b>	<b>\$ 12,408,602</b>	<b>\$ 18,774,660</b>

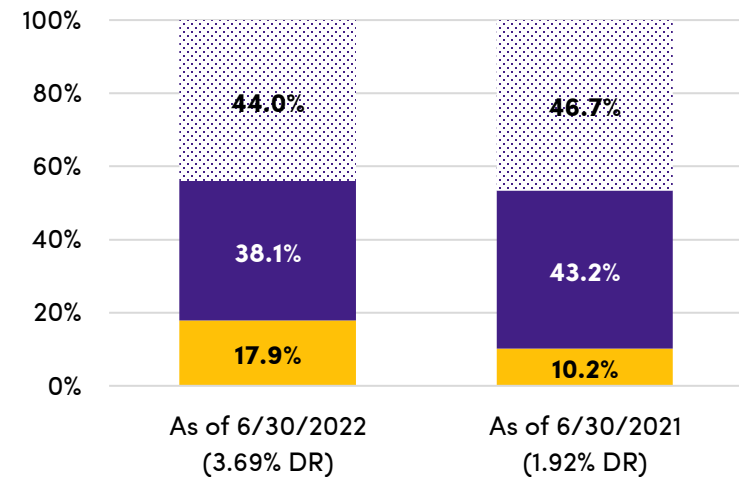
Total OPEB Liability (TOL)	As of June 30, 2022	As of June 30, 2021
Active employees	\$ 4,725,081	\$ 8,101,714
Retired employees	2,217,542	1,908,371
<b>Total TOL</b>	<b>\$ 6,942,623</b>	<b>\$ 10,010,085</b>

	As of June 30, 2022	As of June 30, 2021
Discount Rate	3.69%	1.92%

OPEB Liability Breakdown (\$)



OPEB Liability Breakdown (%)



# Section 2: Financial Disclosures

This section provides the necessary accounting disclosures for the District’s financial reports as shown in the following tables:

Table 1: Plan Demographics

Table 2: Brief Summary of Assumptions

Table 3: OPEB Expense

Table 4: Net OPEB Liability Sensitivity (Discount Rate)

Table 5: Net OPEB Liability Sensitivity (Healthcare Trend Rates)

Table 6: Historical Deferred Inflows and Outflows

Table 7: Unamortized Balance of Deferred Inflows and Outflows

Table 8: Schedule of Future Amortization of Deferred Inflows and Outflows

## Summary of Membership and Assumptions

The table below shows the number of employees covered by the benefit terms as of June 30, 2021.

Table 1 - Plan Demographics

Inactive employees or beneficiaries currently receiving benefits	8
Inactive employees entitled to but not yet receiving benefits	0
Active employees	24
<b>Total membership</b>	<b>32</b>

The Total OPEB Liability (TOL) as of June 30, 2022 was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified. For a complete list of assumptions, refer to Section 5.

Table 2 - Brief Summary of Assumptions

Inflation	2.50%
Payroll growth	2.80% wage inflation plus seniority, merit, and promotion salary increases based on CalPERS Experience Study and Review of Actuarial Assumptions published in November 2021
Discount rate	3.69%
Healthcare trend rates	Based on 2021 Getzen model that reflects actual premium increases from 2021 to 2022 <sup>2</sup> , followed by 5.75% (non-Medicare) / 5.40% (Medicare), gradually decreasing to an ultimate rate of 4.04% in 2075

<sup>2</sup> Actual premium increases from 2021 to 2022 vary by plan as shown in the table below.

Non-Medicare			Medicare		
Advantage PPO	CalCare HMO	CDHP	Advantage PPO	CalCare HMO	CDHP
-5.00%	2.20%	-5.00%	-18.50%	-37.10%	-10.40%

## OPEB Expense

The table below shows a comparison of the OPEB Expense recognized by the District for the current and prior fiscal years.

Table 3 - OPEB Expense

Fiscal Years	2021/22	2020/21
SEDR as of beginning of year	1.92%	2.45%
SEDR as of end of year	3.69%	1.92%
Service Cost	\$ 618,445	\$ 526,898
Interest on TOL and Service Cost	202,404	221,939
Changes of benefit terms	0	0
Projected earnings on OPEB Plan investments	0	0
OPEB Plan administrative expenses net of all revenues	0	0
Current period recognition of Deferred Inflows / Outflows of Resources		
Difference between expected and actual experience in the TOL	\$ (713,661)	\$ (255,170)
Changes of assumptions or other inputs	360,384	273,313
Net difference between the projected and actual earnings on OPEB Plan investments	0	0
Other	0	0
Total current period recognition	\$ (353,277)	\$ 18,143
OPEB Expense	\$ 467,572	\$ 766,980

## Schedule of Changes in Net OPEB Liability

Fiscal Year Ending June 30	2022	2021	2020	2019	2018
Measurement Period Ending June 30	2022	2021	2020	2019	2018
<b>Total OPEB Liability (TOL)</b>					
Service Cost	\$ 618,445	\$ 526,898	\$ 482,408	\$ 493,346	\$ 478,977
Interest on TOL and Service Cost	202,404	221,939	320,814	288,256	253,523
Changes of benefit terms	0	0	0	0	0
Difference between expected & actual experience	(4,584,910)	11,520	(2,563,217)	0	0
Changes of assumptions or other inputs	870,713	794,185	2,063,476	(102,116)	0
Benefit payments	(174,114) <sup>3</sup>	(152,581)	(150,475)	(138,067)	(124,622)
<b>Net change in TOL</b>	<b>\$ (3,067,462)</b>	<b>\$ 1,401,961</b>	<b>\$ 153,006</b>	<b>\$ 541,419</b>	<b>\$ 607,878</b>
<b>TOL – beginning</b>	<b>\$ 10,010,085</b>	<b>\$ 8,608,124</b>	<b>\$ 8,455,118</b>	<b>\$ 7,913,699</b>	<b>\$ 7,305,821</b>
<b>TOL – ending</b>	<b>\$ 6,942,623</b>	<b>\$ 10,010,085</b>	<b>\$ 8,608,124</b>	<b>\$ 8,455,118</b>	<b>\$ 7,913,699</b>
<b>Plan Fiduciary Net Position (FNP)</b>					
Contributions – employer	\$ 174,114	\$ 152,581	\$ 150,476	\$ 138,067	\$ 124,622
Contributions – employees	0	0	0	0	0
Benefit payments	(174,114)	(152,581)	(150,476)	(138,067)	(124,622)
Net investment income	0	0	0	0	0
Trust administrative expenses	0	0	0	0	0
<b>Net change in Plan FNP</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>FNP – beginning</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>FNP – ending</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>Net OPEB Liability – ending</b>	<b>\$ 6,942,623</b>	<b>\$ 10,010,085</b>	<b>\$ 8,608,124</b>	<b>\$ 8,455,118</b>	<b>\$ 7,913,699</b>
FNP as % of TOL	0.0%	0.0%	0.0%	0.0%	0.0%
Covered employee payroll – measurement period	\$ 1,548,839	\$ 1,389,995	\$ 1,362,167	\$ 1,511,378	\$ 1,470,927
NOL as % of covered payroll	448.2%	720.2%	631.9%	559.4%	538.0%

<sup>3</sup> Based on explicit benefit payment of \$140,756 and estimated implicit subsidy payment of \$33,358.

## Net OPEB Liability Sensitivity

The following presents the Net OPEB Liability of the District, as well as what the District’s Net OPEB Liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current discount rate as of June 30, 2022.

Table 4 - Net OPEB Liability Sensitivity (Discount Rate)

	1% Decrease (2.69%)	Discount Rate (3.69%)	1% Increase (4.69%)
Net OPEB Liability / (Asset)	\$ 8,172,639	\$ 6,942,623	\$ 5,960,444

The following presents the Net OPEB Liability of the District, as well as what the District’s Net OPEB Liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates as of June 30, 2022.

Table 5 - Net OPEB Liability Sensitivity (Healthcare Trend Rates)

	1% Decrease	Healthcare Trend Rates <sup>4</sup>	1% Increase
Net OPEB Liability / (Asset)	\$ 5,686,642	\$ 6,942,623	\$ 8,606,554

<sup>4</sup> Comparison of Baseline, 1% Decrease, and 1% Increase in healthcare trend rates assumptions are as shown below:

Periods	1% Decrease	Baseline	1% Increase
Non-Medicare	The following initial year increases followed by 4.75% decreasing to 3.04% ultimate rate: <ul style="list-style-type: none"> <li>• Advantage PPO/CDHP: -6.0%</li> <li>• CalCare HMO: 1.2%</li> </ul>	The following initial year increases followed by 5.75% decreasing to 4.04% ultimate rate: <ul style="list-style-type: none"> <li>• Advantage PPO/CDHP: -5.0%</li> <li>• CalCare HMO: 2.2%</li> </ul>	The following initial year increases followed by 6.75% decreasing to 5.04% ultimate rate: <ul style="list-style-type: none"> <li>• Advantage PPO/CDHP: -4.0%</li> <li>• CalCare HMO: 3.2%</li> </ul>
Medicare	The following initial year increases followed by 4.40% decreasing to 3.04% ultimate rate: <ul style="list-style-type: none"> <li>• Advantage PPO: -19.5%</li> <li>• CalCare HMO: -38.1%</li> <li>• CDHP: -11.4%</li> </ul>	The following initial year increases followed by 5.40% decreasing to 4.04% ultimate rate: <ul style="list-style-type: none"> <li>• Advantage PPO: -18.5%</li> <li>• CalCare HMO: -37.1%</li> <li>• CDHP: -10.4%</li> </ul>	The following initial year increases followed by 6.40% decreasing to 5.04% ultimate rate: <ul style="list-style-type: none"> <li>• Advantage PPO: -17.5%</li> <li>• CalCare HMO: -36.1%</li> <li>• CDHP: -9.4%</li> </ul>

## Deferred Inflows and Deferred Outflows of Resources Related to OPEB

The tables below show changes in the Net OPEB Liability that have not been included in the OPEB expense for the following items:

1. Differences between expected and actual experience of the OPEB plan
2. Changes in assumptions
3. Differences between projected and actual earnings on the OPEB plan investments

The initial amortization base for the first two items above are amortized linearly over the average expected remaining service lives of active and inactive employees. The difference between projected and actual earnings on the OPEB plan investments is amortized linearly over five years.

Table 6 - Historical Deferred Inflows and Outflows

### Differences between expected and actual experience

Measurement Period Ending	Fiscal Year Ending	Initial Balance	Initial Amortization Period	Annual Recognition	Recognized in OPEB Expense through June 30, 2022	Unamortized Balance as of June 30, 2022
6/30/2018	6/30/2018	\$ 0	N/A	\$ 0	\$ 0	\$ 0
6/30/2019	6/30/2019	\$ 0	N/A	\$ 0	\$ 0	\$ 0
6/30/2020	6/30/2020	\$ (2,563,217)	10.00	\$ (256,322)	\$ (768,966)	\$ (1,794,251)
6/30/2021	6/30/2021	\$ 11,520	10.00	\$ 1,152	\$ 2,304	\$ 9,216
6/30/2022	6/30/2022	\$ (4,584,910)	10.00	\$ (458,491)	\$ (458,491)	\$ (4,126,419)

### Changes in assumptions or other inputs

Measurement Period Ending	Fiscal Year Ending	Initial Balance	Initial Amortization Period	Annual Recognition	Recognized in OPEB Expense through June 30, 2022	Unamortized Balance as of June 30, 2022
6/30/2018	6/30/2018	\$ 0	N/A	\$ 0	\$ 0	\$ 0
6/30/2019	6/30/2019	\$ (102,116)	8.20	\$ (12,454)	\$ (49,816)	\$ (52,300)
6/30/2020	6/30/2020	\$ 2,063,476	10.00	\$ 206,348	\$ 619,044	\$ 1,444,432
6/30/2021	6/30/2021	\$ 794,185	10.00	\$ 79,419	\$ 158,838	\$ 635,347
6/30/2022	6/30/2022	\$ 870,713	10.00	\$ 87,071	\$ 87,071	\$ 783,642



**Differences between projected and actual earnings on OPEB plan investments**

Measurement Period Ending	Fiscal Year Ending	Initial Balance	Initial Amortization Period	Annual Recognition	Recognized in OPEB Expense through June 30, 2022	Unamortized Balance as of June 30, 2022
6/30/2018	6/30/2018	\$ 0	5.00	\$ 0	\$ 0	\$ 0
6/30/2019	6/30/2019	\$ 0	5.00	\$ 0	\$ 0	\$ 0
6/30/2020	6/30/2020	\$ 0	5.00	\$ 0	\$ 0	\$ 0
6/30/2021	6/30/2021	\$ 0	5.00	\$ 0	\$ 0	\$ 0
6/30/2022	6/30/2022	\$ 0	5.00	\$ 0	\$ 0	\$ 0

The table below shows the unamortized balance of Deferred Inflows and Outflows of Resources as of June 30, 2022 for financial statement disclosure for the fiscal year ending June 30, 2022.

Table 7 - Unamortized Balance of Deferred Inflows and Outflows

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 9,216	\$ (5,920,670)
Changes in assumptions or other inputs	2,863,421	(52,300)
Net difference between projected and actual earnings on OPEB plan investments	0	0
Employer contribution subsequent to the Measurement Date	0	0
<b>Total</b>	<b>\$ 2,872,637</b>	<b>\$ (5,972,970)</b>

Schedule of future annual amortizations of Deferred Inflows and Outflows that will be recognized in future OPEB expense is as shown below.

Table 8 - Schedule of Future Deferred Inflows and Outflows Amortization

Measurement Period Ending	Amounts
2023	\$ (353,277)
2024	\$ (353,277)
2025	\$ (353,277)
2026	\$ (353,277)
2027	\$ (343,307)
Thereafter	\$ (1,343,918)

# Section 3: Projected Benefit Payments

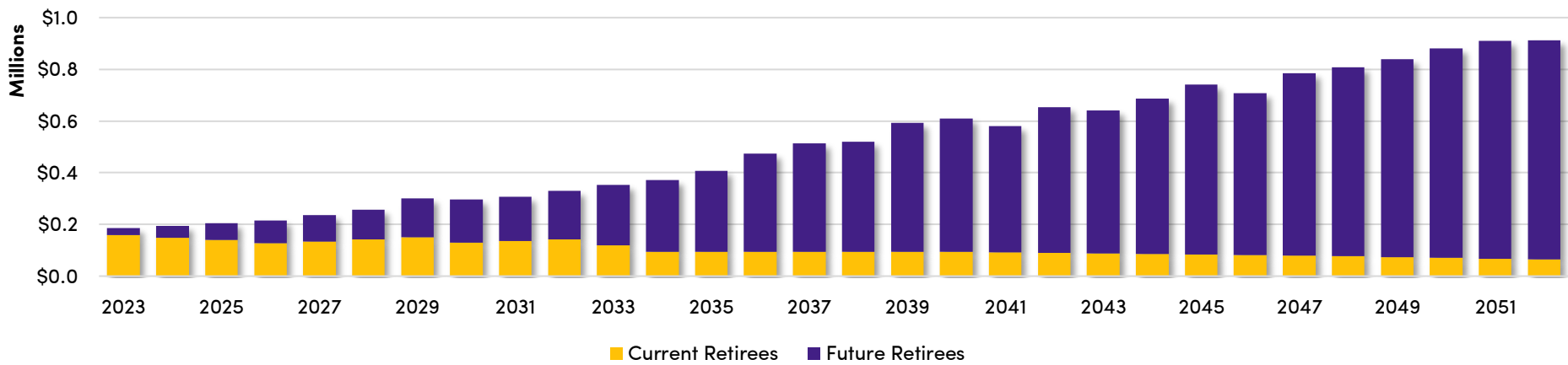
The below table shows the projected benefit payments for the next 30 years for a closed group of participants (both active employees and existing retirees) who are included in the census data as of the June 30, 2021. This exhibit is provided for informational purposes only and is not a required disclosure under GASB 75. Projected benefit payments below include both explicit (if any) and implicit subsidies (as applicable).

FYE	Future Retirees	Current Retirees	Total
2023	\$ 26,674	\$ 159,049	\$ 185,723
2024	\$ 44,652	\$ 149,334	\$ 193,986
2025	\$ 65,108	\$ 140,606	\$ 205,714
2026	\$ 89,615	\$ 126,478	\$ 216,093
2027	\$ 101,113	\$ 134,249	\$ 235,362
2028	\$ 115,282	\$ 142,035	\$ 257,317
2029	\$ 150,727	\$ 150,133	\$ 300,860
2030	\$ 165,783	\$ 130,402	\$ 296,185
2031	\$ 171,574	\$ 136,081	\$ 307,655
2032	\$ 187,703	\$ 141,283	\$ 328,986

FYE	Future Retirees	Current Retirees	Total
2033	\$ 234,141	\$ 119,085	\$ 353,226
2034	\$ 279,103	\$ 93,491	\$ 372,594
2035	\$ 311,986	\$ 94,355	\$ 406,341
2036	\$ 378,680	\$ 94,887	\$ 473,567
2037	\$ 419,301	\$ 95,075	\$ 514,376
2038	\$ 424,356	\$ 94,892	\$ 519,248
2039	\$ 499,535	\$ 94,316	\$ 593,851
2040	\$ 516,140	\$ 93,358	\$ 609,498
2041	\$ 488,215	\$ 92,055	\$ 580,270
2042	\$ 562,450	\$ 90,438	\$ 652,888

FYE	Future Retirees	Current Retirees	Total
2043	\$ 551,386	\$ 88,545	\$ 639,931
2044	\$ 601,280	\$ 86,441	\$ 687,721
2045	\$ 657,361	\$ 84,182	\$ 741,543
2046	\$ 626,036	\$ 81,804	\$ 707,840
2047	\$ 706,348	\$ 79,304	\$ 785,652
2048	\$ 730,111	\$ 76,687	\$ 806,798
2049	\$ 764,681	\$ 73,937	\$ 838,618
2050	\$ 809,118	\$ 71,019	\$ 880,137
2051	\$ 842,854	\$ 67,900	\$ 910,754
2052	\$ 847,391	\$ 64,598	\$ 911,989

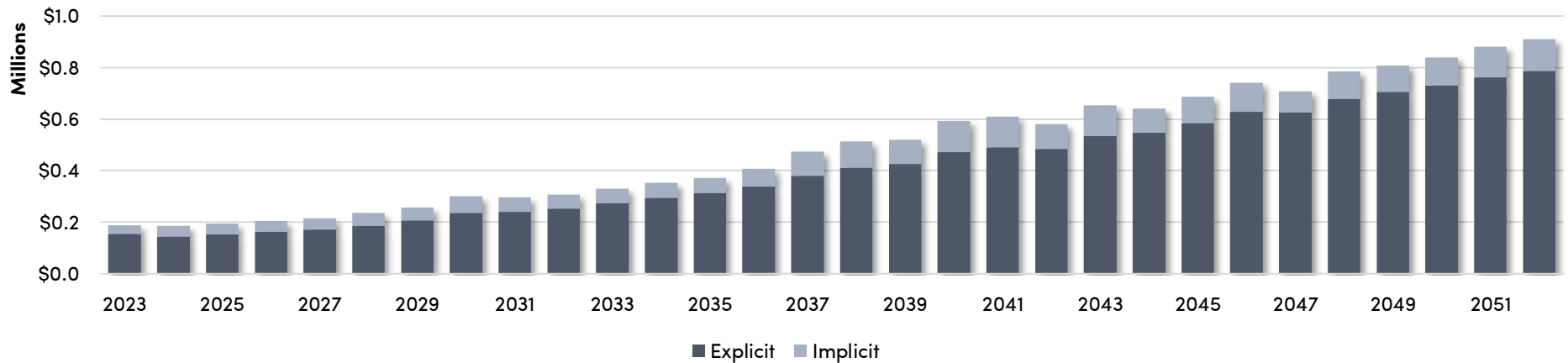
Projected Benefit Payments



The following table splits the projected benefit payments for the next 30 years between the explicit and implicit subsidies for a closed group of participants (both active employees and existing retirees) who are included in the census data as of June 30, 2021.

FYE	Explicit	Implicit	Total	FYE	Explicit	Implicit	Total	FYE	Explicit	Implicit	Total
2023	\$ 144,621	\$ 41,102	\$ 185,723	2033	\$ 294,072	\$ 59,154	\$ 353,226	2043	\$ 547,061	\$ 92,870	\$ 639,931
2024	\$ 153,405	\$ 40,581	\$ 193,986	2034	\$ 312,217	\$ 60,377	\$ 372,594	2044	\$ 585,425	\$ 102,296	\$ 687,721
2025	\$ 162,072	\$ 43,642	\$ 205,714	2035	\$ 337,356	\$ 68,985	\$ 406,341	2045	\$ 628,894	\$ 112,649	\$ 741,543
2026	\$ 172,059	\$ 44,034	\$ 216,093	2036	\$ 380,420	\$ 93,147	\$ 473,567	2046	\$ 627,159	\$ 80,681	\$ 707,840
2027	\$ 186,860	\$ 48,502	\$ 235,362	2037	\$ 410,447	\$ 103,929	\$ 514,376	2047	\$ 679,348	\$ 106,304	\$ 785,652
2028	\$ 206,307	\$ 51,010	\$ 257,317	2038	\$ 425,050	\$ 94,198	\$ 519,248	2048	\$ 705,335	\$ 101,463	\$ 806,798
2029	\$ 235,076	\$ 65,784	\$ 300,860	2039	\$ 471,808	\$ 122,043	\$ 593,851	2049	\$ 730,142	\$ 108,476	\$ 838,618
2030	\$ 239,251	\$ 56,934	\$ 296,185	2040	\$ 490,372	\$ 119,126	\$ 609,498	2050	\$ 761,564	\$ 118,573	\$ 880,137
2031	\$ 252,678	\$ 54,977	\$ 307,655	2041	\$ 484,827	\$ 95,443	\$ 580,270	2051	\$ 786,288	\$ 124,466	\$ 910,754
2032	\$ 273,092	\$ 55,894	\$ 328,986	2042	\$ 534,327	\$ 118,561	\$ 652,888	2052	\$ 795,615	\$ 116,374	\$ 911,989

Projected Benefit Payments (Explicit/Implicit)



# Section 4: Substantive Plan Provisions

## Changes Since Prior Valuation

There are no plan provision changes since the last full valuation.

### Eligibility

Employees are eligible for lifetime retiree health benefits once they retire within 120 days from date of separation and the retiree must be receiving benefits from California Public Employees Retirement System (CalPERS). The earliest service retirement eligibility requirements under CalPERS are as follows:

Membership Date	Requirements
Before 1/1/2013	Age 50 with 5 years of CalPERS service <sup>5</sup>
On/after 1/1/2013	Age 52 with 5 years of CalPERS service <sup>5</sup>

CalPERS eligibility requirements for disability benefits are as follows:

- Ordinary Disability: five years of service
- Line of Duty Disability: no age or service requirement

### Spouse Benefits

Employees are allowed to elect spousal coverage at retirement. Retiree medical coverage continues to surviving spouses upon death of retirees as long as the required contributions are made and the retiree elects continuation of retirement benefit option to surviving spouse. Upon death of active employees who are eligible to retire, medical benefits also continue to surviving spouse.

### Ancillary Benefits

There is no District-subsidized dental, vision, or life insurance benefit at retirement.

### Employer Subsidy

Employees hired before January 1, 2017 receive 100% district-paid coverage. Employees hired on or after January 1, 2017 receive 100% of the PPO rate and the District’s share of family coverage is subject to a cap. The District’s contribution toward family coverage will not increase by more than 5%, or the actual percentage increase in the cost of dependent coverage. As of January 1, 2021 and 2022, District subsidy for family coverage equals the premium rates for Family coverage.

<sup>5</sup> Note that service includes service across all CalPERS employers and with other retirement systems with which CalPERS has reciprocity agreements.

**Retiree Contributions**

Retirees are required to contribute the portion of premium rates not covered by the Employer Subsidy.

**Premium Rates**

The monthly premium rates for ACWA/JPIA Other Northern California region used in the valuation effective on January 1, 2021 and 2022 are as shown below.

Non-Medicare Plans	Eff. 1/1/2021			Eff. 1/1/2022		
	Single	2-Party	Family	Single	2-Party	Family
Advantage PPO	\$ 832.48	\$ 1,664.96	\$ 2,206.07	\$ 790.85	\$ 1,581.71	\$ 2,095.76
CalCare HMO	\$ 1,123.33	\$ 2,246.67	\$ 2,976.84	\$ 1,147.86	\$ 2,295.72	\$ 3,041.83
CDHP	\$ 756.80	\$ 1,513.60	\$ 2,005.52	\$ 718.96	\$ 1,437.92	\$ 1,905.24

Medicare Plans	Eff. 1/1/2021		
	Single	2-Party	Family
Advantage PPO	\$ 481.73	\$ 963.46	\$ 1,482.88
CalCare HMO	\$ 623.54	\$ 1,247.08	\$ 1,913.48
CDHP	\$ 437.94	\$ 875.88	\$ 1,348.08

Medicare Plan	Eff. 1/1/2022		
	Single	2-Party	Family
Medicare Advantage PPO	\$ 392.49	\$ 784.98	\$ 1,160.47

## Section 5: Actuarial Methods and Assumptions

### Changes Since Prior Valuation

The following assumptions have been updated since the prior valuation:

1. Single Equivalent Discount Rate has been updated from 1.92% as of June 30, 2021 to 3.69% as of June 30, 2022 based on changes in the municipal bond index, which caused a decrease in the liability.
2. Payroll growth, mortality, disability, termination, and retirement rates have been updated from CalPERS Experience Study and Review of Actuarial Assumptions published in December 2017 to the most recent study published in November 2021. The net impact of these changes is a decrease in the liability.
3. Health care trend rates have been updated from an initial rate of 7.00% (non-Medicare) / 4.00% (Medicare) that decreases gradually to an ultimate rate of 3.84% in 2075 to Getzen 2021 table that reflects actual premium increases from 2021 to 2022 shown below followed by 5.75% (non-Medicare) / 5.40% (Medicare) that decrease gradually to an ultimate rate of 4.04% in 2075. This change caused a decrease in the liability.

a. Actual premium increases from 2021 to 2022 vary by plan as shown below:

	Advantage PPO	CalCare HMO	CDHP
Pre-Medicare	-5.00%	2.20%	-5.00%
Medicare	-18.50%	-37.10%	-10.40%

- b. As the District subsidy is based on premium rates, the same trend assumption is used for retirees' District subsidy. For spouses' District subsidy, the trend has been adjusted so that the District subsidy for family coverage does not increase by more than 5% annually.
4. Percentage of active employees assumed to elect spousal coverage has been increased from 85% to 100%, which caused an increase in the liability.

<b>Valuation Date</b>	June 30, 2021
<b>Measurement Date</b>	June 30, 2022
<b>Reporting Period</b>	Fiscal year ending June 30, 2022
<b>Discount Rate</b>	For accounting disclosure: 3.69% as of June 30, 2022 and 1.92% as of June 30, 2021  Refer to the Discussion of Discount Rate section for additional information on the discount rate setting.
<b>Actuarial Cost Method</b>	Entry Age Normal Level Percentage of Pay; a method that allocates the actuarial present value of the projected benefits of each individual on a level basis over the earnings of the individual between entry age and assumed exit age(s). <ul style="list-style-type: none"> <li>• The portion allocated to a valuation year is called the Normal Cost.</li> <li>• The portion allocated to past periods is called the Actuarial Accrued Liability (AAL) or Total OPEB Liability (TOL).</li> </ul>
<b>Payroll Growth</b>	2.80% wage inflation plus seniority, merit, and promotion salary increases based on CalPERS Experience Study and Review of Actuarial Assumptions published in November 2021 for Public Agency Miscellaneous members. Refer to the Appendix for sample rates.
<b>Mortality</b>	Based on CalPERS Experience Study and Review of Actuarial Assumptions published in November 2021 for Public Agency Miscellaneous members.
<b>Termination</b>	Based on CalPERS Experience Study and Review of Actuarial Assumptions published in November 2021 for Public Agency Miscellaneous members. Refer to the Appendix for sample rates.
<b>Disability</b>	Based on CalPERS Experience Study and Review of Actuarial Assumptions published in November 2021 for Public Agency Miscellaneous members. Refer to the Appendix for sample rates.
<b>Retirement</b>	Based on CalPERS Experience Study and Review of Actuarial Assumptions published in November 2021 for Public Agency Miscellaneous members. Refer to the Appendix for sample rates.
<b>Health Plan Election</b>	Employees are assumed to elect the same health plan option they are currently enrolled in at retirement. Existing retirees are assumed to remain in the same health plan option they are currently enrolled in for life.

<b>Medicare Eligibility</b>	All future and existing retirees (including disabled retirees) are assumed to be eligible for Medicare at age 65.
<b>Participation Rate</b>	<p>100% of active employees are assumed to elect health coverage with the District at retirement.</p> <p>Existing retirees who are currently enrolled in the District's health plans are assumed to continue coverage until death. Upon retiree's death, surviving spouses are assumed to continue coverage in the District's health plans (all of them are assumed to receive contingent pension benefit).</p>
<b>Spousal Election</b>	<p>For future retirees, 100% of active employees are assumed to elect spousal coverage at retirement. Husbands are assumed to be three years older than wives.</p> <p>For existing retirees, spousal coverage and age are based on actual data.</p>
<b>Dependent Election</b>	None assumed.
<b>Per Capita Costs</b>	<p>The valuation projects health care costs for employees who remain enrolled in the District's benefit plans after retirement. In accordance with Actuarial Standards of Practice No. 6 (ASOP 6), the actuarial development of health care costs should preferably use the health plan experience that is considered the best predictor of future claims experience assuming it is sufficiently credible. In the absence of credible health plan experience data, the actuary may use other methods such as premiums and normative databases to develop the per capita costs.</p> <p>As medical/prescription drug costs generally vary by age, age-specific costs should be used in the development of initial per capita costs and projection of future benefit costs, except in very limited circumstances defined in ASOP 6 Section 3.7.7(c). The development of the age-specific costs should be based on the demographics of the group being valued and the group's total expected claims or premiums.</p> <p>Retiree healthcare costs are, on average, significantly higher than active employees and if the District charges blended premium rates (determined using active employees and retiree claims experience) to the retirees, the District is providing an implicit subsidy for these retirees. Under GASB 75, the implicit subsidy must be included in the post-employment medical benefit obligation. Separate costs should be developed for Medicare-eligible participants due to Medicare being the primary payer for these retirees, which leads to a reduction to the Plan Sponsor's health plan costs.</p>



**Per Capita Costs (Cont'd)** In developing the per capita costs, we have used ACWA/JPIA health plan premium rates effective on January 1, 2021 and aging factors and subscriber enrollments for HMO and PPO plans combined as published in the CalPERS Health Plan (PEMHCA) Implicit Subsidy Data for Calendar 2019.

The following table shows the sample per capita costs at select ages for calendar year 2021 used in the valuation. These costs are assumed to increase with health care trend rates.

Age	Advantage PPO		CalCare HMO		CDHP	
	Male	Female	Male	Female	Male	Female
40	\$5,113	\$7,832	\$6,899	\$10,569	\$4,648	\$7,120
45	\$6,639	\$8,998	\$8,958	\$12,142	\$6,035	\$8,180
50	\$8,790	\$10,369	\$11,861	\$13,991	\$7,991	\$9,426
55	\$11,448	\$11,771	\$15,448	\$15,883	\$10,407	\$10,700
60	\$14,781	\$13,778	\$19,945	\$18,591	\$13,437	\$12,525
64	\$17,530	\$15,400	\$23,654	\$20,780	\$15,936	\$14,000

We have assumed that ACWA/JPIA health premiums for Medicare eligible retirees are based on Medicare eligible retiree claims experience and represent the expected true cost of retiree coverage. As such, we have assumed there is no implicit subsidy for Medicare retirees. The annual costs used on/after age 65 are as shown in the table below. These costs are assumed to increase with health care trend rates.

Age	Advantage PPO		CalCare HMO		CDHP	
	Male	Female	Male	Female	Male	Female
65+	\$5,781	\$5,781	\$7,482	\$7,482	\$5,255	\$5,255

**Trend Rates**

Historically, health care costs have increased more rapidly than the rate of inflation. In estimating the value of retiree health benefits, assumptions must be made on future increases in healthcare costs. The health care trend rates assumption used in this valuation is based on the Getzen Model of Long-Run Medical Cost Trends, which was first designed by T.E. Getzen for the Society of Actuaries (SOA) in 2007. The model is designed to make long-run forecasts and typically used to select medical trend assumptions for retiree medical valuations to present liabilities disclosed under the appropriate accounting standards, or to determine contributions under a funding policy. The long-run baseline projection and input variables were developed under the guidance of the SOA Project Oversight Group. The model is updated annually along with updated documentation and recommended input variables by the author of the model. The baseline assumptions used in the Getzen model is as shown in the table below.

Inflation Rate	2.5%
Real GDP Per Capita Growth	1.5%
Excess Medical Cost Growth	1.1%
Health Share of GDP Resistance Point	25.0%
Year for Limiting Cost Growth to GDP Growth	2075

The output of the Getzen Model of Long-Run Medical Cost Trend Model used in the valuation is as shown below.

Year	Per Capita Costs & Premiums		District Subsidy for Spouse	
	Non-Medicare	Medicare	Non-Medicare	Medicare
2021	Actual*	Actual*	Actual*	Actual*
2022	5.75%	5.40%	4.25%	4.60%
2023	5.50%	5.30%	4.49%	4.70%
2024	5.40%	5.20%	4.59%	4.80%
2025	5.36%	5.20%	4.62%	4.80%
2030	5.18%	5.18%	4.81%	4.81%
2040	5.18%	5.18%	4.80%	4.80%
2050	5.18%	5.18%	4.79%	4.80%
2060	4.83%	4.83%	4.83%	4.83%
2070	4.38%	4.38%	4.38%	4.38%
2075+	4.04%	4.04%	4.04%	4.04%

**Trend Rates (Cont'd)**

\* Actual premium increases from 2021 to 2022 used in the valuation are as follows:

	Advantage PPO	CalCare HMO	CDHP
Pre-Medicare	-5.00%	2.20%	-5.00%
Medicare	-18.50%	-37.10%	-10.40%

**Discussion of Discount Rates**

Under GASB 75, the discount rate used in valuing OPEB liabilities as of the Measurement Date is a single rate that reflects a yield or index rate for 20-year tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher (or equivalent quality on another rating scale) for an unfunded plan.

For the current year's valuation, the municipal bond index as of the prior and current Measurement Dates are as shown below:

Index	June 30, 2022	June 30, 2021
Fidelity GO AA 20 Years Municipal Index	3.69%	1.92%

## Section 6: Participant Summary

### Active Employees

Actives with Health Coverage	Single	2-Party	Family	Total	Avg. Age	Avg. Svc	Total Salary
Advantage PPO	1	2	7	10	41.8	2.3	\$ 573,409
CalCare HMO	1	2	9	12	45.8	15.5	\$ 793,545
Consumer Driven Health Plan (CDHP)		1	1	2	50.0	13.3	\$ 181,885
<b>Total actives with health coverage</b>	<b>2</b>	<b>5</b>	<b>17</b>	<b>24</b>	<b>44.5</b>	<b>9.8</b>	<b>\$ 1,548,839</b>

There are no active employees who currently waive coverage with the District reported to us.

Age	Years of Service with the District										Total
	<1	1 – 4	5 – 9	10 – 14	15 – 19	20 – 24	25 – 29	30 – 34	35 – 39	40+	
<25											0
25 – 29											0
30 – 34		1	3	1							5
35 – 39	1	1									2
40 – 44	1	2	1	1	2						7
45 – 49		1	1		1	1					4
50 – 54				1	1						2
55 – 59		1	1			1	1				4
60 – 64											0
65+											0
<b>Total</b>	<b>2</b>	<b>6</b>	<b>6</b>	<b>3</b>	<b>4</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>

## Retired Employees

Retirees with Health Coverage	Single	2-Party	Family	Total	Avg. Age
Advantage PPO		1		1	75.3
CalCare HMO	1	6		7	67.0
<b>Total retirees with health coverage</b>	<b>1</b>	<b>7</b>		<b>8</b>	<b>68.0</b>

Enrollments above include retirees enrolled in the corresponding Medicare plans or those with split enrollment in pre-Medicare and Medicare plans.

Age	Retirees
<50	
50 – 54	
55 – 59	1
60 – 64	2
65 – 69	2
70 – 74	1
75 – 79	2
80 – 84	
85 – 89	
90+	
<b>Total</b>	<b>8</b>

## Comparison of Participant Summary

Below is a comparison of participant summary included in the current valuation and the prior full valuation.

	As of June 30, 2021	As of June 30, 2019
<b>Number of Participants</b>		
Active employees	24	24
Retired employees <sup>6</sup>	8	6
Total	32	30
<b>Averages</b>		
Active average age	44.5	42.5
Active average service	9.8	11.2
Inactive average age	68.0	68.7

<sup>6</sup> The enrollments above include retirees and beneficiaries only and exclude spouses and/or dependents who are covered under the District's health plans.

# Appendix – Sample Decrement Rates

## Mortality Rates

Mortality rates used in the valuation are based on the CalPERS Experience Study and Review of Actuarial Assumptions published in November 2021 for Public Agency Miscellaneous members. Sample pre-retirement, post-retirement non-disabled, and post-retirement disabled base mortality rates are as shown below. These rates are projected fully generationally using 80% of MP-2020 mortality improvement scale.

Attained Ages	Pre-Retirement <sup>7</sup>		Post-Retirement Non-Disabled		Post-Retirement Disabled <sup>8</sup>	
	Male	Female	Male	Female	Male	Female
20	0.00039	0.00014	0.00039	0.00014	0.00411	0.00233
25	0.00033	0.00013	0.00033	0.00013	0.00336	0.00187
30	0.00044	0.00019	0.00044	0.00019	0.00452	0.00301
35	0.00058	0.00029	0.00058	0.00029	0.00603	0.00504
40	0.00075	0.00039	0.00075	0.00039	0.00779	0.00730
45	0.00093	0.00054	0.00093	0.00054	0.01120	0.01019
50	0.00134	0.00081	0.00271	0.00199	0.01727	0.01439
55	0.00198	0.00123	0.00391	0.00325	0.02217	0.01734
60	0.00287	0.00179	0.00575	0.00455	0.02681	0.01962
65	0.00403	0.00250	0.00856	0.00612	0.03332	0.02276
70	0.00594	0.00404	0.01340	0.00996	0.04056	0.02910
75	0.00933	0.00688	0.02400	0.01783	0.05465	0.04160
80	0.01515	0.01149	0.04380	0.03403	0.08044	0.06112
85	0.00000	0.00000	0.08274	0.06166	0.11695	0.09385
90	0.00000	0.00000	0.14539	0.11086	0.16770	0.14396

<sup>7</sup> Pre-Retirement rates for all groups are based on the sum of non-industrial death and industrial death rates.

<sup>8</sup> Post-Retirement Disabled rates are based on non-industrially disabled rates for Miscellaneous participants.



## Salary Increases

The seniority, merit and promotional salary increases used in the valuation are based on the CalPERS Experience Study and Review of Actuarial Assumptions published in November 2021 for Public Agency Miscellaneous members. Sample rates are as shown below.

Service	Miscellaneous						
	Entry Ages						
	20	25	30	35	40	45	50
0	0.0764	0.0764	0.0621	0.0621	0.0521	0.0521	0.0521
2	0.0576	0.0576	0.0449	0.0449	0.0346	0.0346	0.0346
4	0.0435	0.0435	0.0324	0.0324	0.0229	0.0229	0.0229
6	0.0328	0.0328	0.0234	0.0234	0.0152	0.0152	0.0152
8	0.0248	0.0248	0.0170	0.0170	0.0101	0.0101	0.0101
10	0.0201	0.0201	0.0126	0.0126	0.0108	0.0108	0.0108
12	0.0181	0.0181	0.0116	0.0116	0.0092	0.0092	0.0092
14	0.0163	0.0163	0.0106	0.0106	0.0078	0.0078	0.0078
16	0.0147	0.0147	0.0098	0.0098	0.0066	0.0066	0.0066
18	0.0132	0.0132	0.0090	0.0090	0.0055	0.0055	0.0055
20	0.0119	0.0119	0.0083	0.0083	0.0047	0.0047	0.0047

## Disability Rates

The disability rates used in the valuation are based on the CalPERS Experience Study and Review of Actuarial Assumptions published in November 2021 for Public Agency Miscellaneous members. Sample rates are as shown below.

Attained Ages	Miscellaneous	
	Male	Female
20	0.000070	0.000040
25	0.000070	0.000090
30	0.000170	0.000330
35	0.000350	0.000650
40	0.000910	0.001190
45	0.001490	0.001850
50	0.001540	0.001930
55	0.001390	0.001290
60	0.001240	0.000940

## Termination Rates

This assumption is used to project terminations (voluntary and involuntary) prior to meeting the minimum eligibility requirements to retire. The rates are based on the CalPERS Experience Study and Review of Actuarial Assumptions published in November 2021 for Public Agency Miscellaneous members. Sample rates are as shown below.

Service	Miscellaneous (Male)							Miscellaneous (Female)						
	Entry Ages													
	20	25	30	35	40	45	50	20	25	30	35	40	45	50
0	0.1851	0.1769	0.1631	0.1493	0.1490	0.1487	0.1509	0.1944	0.1899	0.1824	0.1749	0.1731	0.1713	0.1741
2	0.1218	0.1125	0.0970	0.0815	0.0771	0.0726	0.0750	0.1381	0.1307	0.1183	0.1058	0.0998	0.0938	0.0941
4	0.0672	0.0616	0.0524	0.0431	0.0392	0.0352	0.0366	0.0801	0.0752	0.0670	0.0587	0.0523	0.0459	0.0457
6	0.0669	0.0641	0.0575	0.0509	0.0453	0.0397	0.0383	0.0869	0.0847	0.0757	0.0666	0.0580	0.0494	0.0464
8	0.0470	0.0453	0.0410	0.0366	0.0311	0.0255	0.0218	0.0613	0.0601	0.0545	0.0488	0.0394	0.0299	0.0294
10	0.0377	0.0366	0.0337	0.0309	0.0245	0.0181	0.0032	0.0502	0.0491	0.0446	0.0401	0.0308	0.0215	0.0046
12	0.0307	0.0300	0.0282	0.0263	0.0200	0.0137	0.0027	0.0423	0.0413	0.0368	0.0322	0.0244	0.0165	0.0037
14	0.0251	0.0246	0.0226	0.0207	0.0156	0.0014	0.0017	0.0352	0.0343	0.0292	0.0241	0.0181	0.0019	0.0023
16	0.0173	0.0173	0.0152	0.0132	0.0101	0.0000	0.0000	0.0235	0.0235	0.0193	0.0151	0.0112	0.0000	0.0000
18	0.0159	0.0159	0.0129	0.0100	0.0067	0.0000	0.0000	0.0202	0.0202	0.0158	0.0113	0.0075	0.0000	0.0000
20	0.0141	0.0141	0.0110	0.0079	0.0000	0.0000	0.0000	0.0175	0.0175	0.0131	0.0087	0.0000	0.0000	0.0000

## Retirement Rates

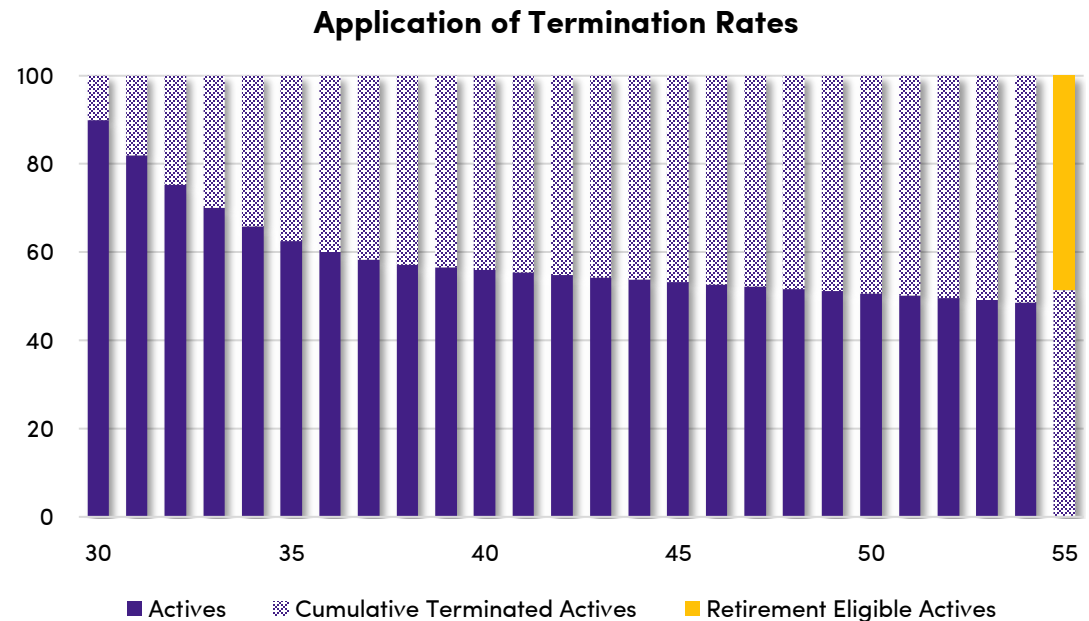
Retirement rates used in the valuation are based on the CalPERS Experience Study and Review of Actuarial Assumptions published in November 2021 for Public Agency Miscellaneous members. Sample rates are as shown below.

Service	Miscellaneous 2% at 55						Miscellaneous 2% at 62					
	Attained Ages											
	50	55	60	65	70	75	50	55	60	65	70	75
5	0.0140	0.0450	0.0590	0.1670	0.2290	1.0000	0.0000	0.0100	0.0310	0.1080	0.1200	1.0000
10	0.0140	0.0420	0.0640	0.1870	0.2290	1.0000	0.0000	0.0190	0.0510	0.1410	0.1560	1.0000
15	0.0170	0.0530	0.0830	0.2100	0.2290	1.0000	0.0000	0.0280	0.0710	0.1730	0.1930	1.0000
20	0.0210	0.0860	0.1150	0.2620	0.2290	1.0000	0.0000	0.0360	0.0910	0.2060	0.2290	1.0000
25	0.0230	0.0980	0.1540	0.2880	0.2290	1.0000	0.0000	0.0610	0.1110	0.2390	0.2650	1.0000
30	0.0240	0.1230	0.1700	0.2910	0.2290	1.0000	0.0000	0.0960	0.1380	0.3000	0.3330	1.0000
35	0.0240	0.1640	0.1860	0.2910	0.2290	1.0000	0.0000	0.1520	0.1830	0.3480	0.3870	1.0000
40	0.0000	0.1840	0.1880	0.2910	0.2290	1.0000	0.0000	0.1800	0.2040	0.3600	0.4000	1.0000

## Decrements Illustration

The table below illustrates how decrements are applied in the valuation and how the decrements affect the liabilities valued. Assuming the Plan Sponsor has 100 employees aged 30 as of the valuation date, only 48.6 employees will be projected to be employed at age 55 (assumed retirement eligibility age) using the assumed illustrative termination rates.

Age	# Actives BOY	Annual Termination %	# Terminated Actives / Year
30	100.0	10%	10.0
31	90.0	9%	8.1
32	81.9	8%	6.6
33	75.3	7%	5.3
34	70.1	6%	4.2
35	65.9	5%	3.3
36	62.6	4%	2.5
37	60.1	3%	1.8
38	58.3	2%	1.2
39	57.1	1%	0.6
40	56.5	1%	0.6
41	56.0	1%	0.6
42	55.4	1%	0.6
43	54.9	1%	0.5
44	54.3	1%	0.5
45	53.8	1%	0.5
46	53.2	1%	0.5
47	52.7	1%	0.5
48	52.2	1%	0.5
49	51.6	1%	0.5
50	51.1	1%	0.5
51	50.6	1%	0.5
52	50.1	1%	0.5
53	49.6	1%	0.5
54	49.1	1%	0.5
55	<b>48.6</b>	0%	0.0



Notes:

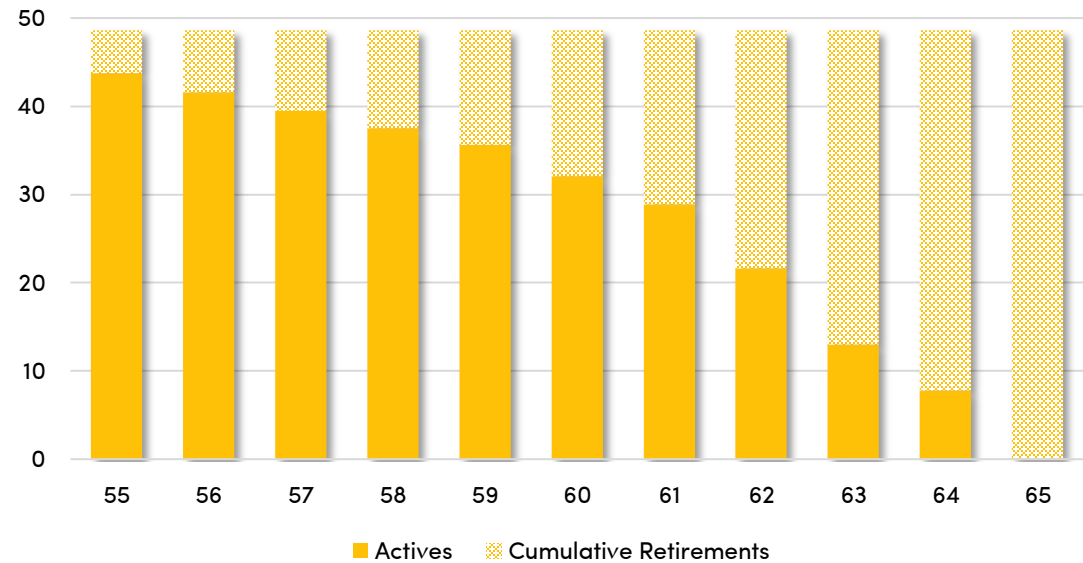
1. The annual termination percentages shown in the table are for illustrative purposes only, not the actual termination rates used in the valuation.
2. For simplification, only termination decrement is assumed to be applicable while actively employed. Actuarial valuation typically applies pre-retirement death decrement during employment as well.

## Decrements Illustration (Continued)

The table below illustrates the number of active employees assumed to retire at each age based on the illustrative retirement rates.

Age	# Actives BOY	Annual Retirement %	# Retirements / Year
55	48.6	10%	4.9
56	43.8	5%	2.2
57	41.6	5%	2.1
58	39.5	5%	2.0
59	37.5	5%	1.9
60	35.6	10%	3.6
61	32.1	10%	3.2
62	28.9	25%	7.2
63	21.7	40%	8.7
64	13.0	40%	5.2
65	7.8	100%	7.8

Application of Retirement Rates



Notes:

1. The annual retirement percentages shown in the table are for illustrative purposes only, not the actual retirement rates used in the valuation.
2. For simplification, only retirement decrement is assumed to be applicable once the employee is retirement eligible. Actuarial valuation typically applies pre-retirement death decrement once an employee is eligible to retire.
3. The illustration above assumes that all active employees who are projected to be employed at age 55 elect health coverage with the Plan Sponsor at retirement.

# | Appendix – Glossary

1. **Active Employees** – Individuals employed at the end of the reporting or measurement period, as applicable.
2. **Actuarial Cost Method** – A method to allocate the Actuarial Present Value of Future Benefits into portions attributed to past service (Total OPEB Liability) and future service (Normal Cost).
3. **Actuarial Present Value of Future Benefits** – Projected benefit payments estimated to be payable through the OPEB plan to current active and inactive employees as a result of their past service and their expected future service, discounted to reflect the expected effects of time value (present value) of money and the probabilities of payment (which is contingent on events such as death, termination, retirement, etc). In other words, this is the amount that would have been invested as of the Valuation Date so that it is sufficient to pay for benefit payments when due.
4. **Deferred Inflows** – Gains in the Total OPEB Liability and Fiduciary Net Position (for funded plan only) due to be recognized in the future.
5. **Deferred Outflows** – Losses in the Total OPEB Liability and Fiduciary Net Position (for funded plan only) due to be recognized in the future.
6. **Defined Benefit OPEB** – OPEB for which the benefits that the employee will receive at or after separation from employment are defined by the benefit terms. The OPEB may be stated as (a) a specified dollar amount; (b) an amount that is calculated
7. **Entry Age Actuarial Cost Method** – A method that allocates the actuarial present value of the projected benefits of each individual on a level basis over the earnings or service of the individual between entry age and assumed exit age(s).
  - The portion allocated to a valuation year is called the Normal Cost.
  - The portion allocated to past periods is called the Total OPEB Liability.
  - The portion allocated to future periods after the valuation year is called the present value of future normal costs.
8. **Fiduciary Net Position** – OPEB plan assets in a secure Trust that meet the following criteria:
  - Contributions from employers to the OPEB plan and earnings on those contributions are irrevocable.
  - OPEB plan assets are dedicated to providing OPEB to plan members in accordance with the benefit terms.
  - OPEB Plan assets are legally protected from the creditors of employers, OPEB plan administrator, and creditors of the plan members.
9. **Funded Ratio** – The value of the asset expressed as a percentage of the Total OPEB Liability.

10. **Healthcare Cost Trend Rates** – The rates of change in per capita health claims costs over time as a result of factors such as medical inflation, utilization of healthcare services, plan design, and technological developments.
11. **Inactive Employees** – Individuals no longer employed by an employer in the OEPB plan or the beneficiaries of those individuals. Inactive employees also include individuals who have accumulated benefits under the terms of an OPEB plan but are not yet receiving benefit payments and individuals currently receiving benefits.
12. **Net OPEB Liability** – The difference between the Total OPEB Liability and the Fiduciary Net Position.
13. **Payroll Growth** – An actuarial assumption on the rate of future increase in the total coverage payroll attributable to wage inflation and productivity increase; used in the Actuarial Cost Method to determine the Total OPEB Liability.
14. **Plan Members** – Individuals covered by the terms of the OPEB plan, which would typically include employees in active service, terminated employees who have terminated service but are not yet receiving benefit payments, and retired employees who are currently receiving benefits.
15. **Other Postemployment Benefits (OPEB)** – Benefits such as death benefits, life insurance, disability, and long-term care, as well as healthcare benefits (medical, prescription drug, dental, vision, and other health-related benefits), that are paid in the period after employment and that are provided separately from a pension plan regardless of the manner in which they are provided. OPEB does not include termination benefits or termination payments for sick leave.
16. **Service Cost (Normal Cost)** – The portion of actuarial present value of projected benefit payments that are attributed to a 12-month period after a valuation date as determined by the Actuarial Cost Method.
17. **Total OPEB Liability** – The portion of the actuarial present value of projected benefit payments that is attributed to past periods of employee service as of the valuation date as determined by the Actuarial Cost Method.





**GovInvest**

The Financial Forecasting Authority

8605 Santa Monica Blvd PMB 52465, West Hollywood, CA 90069-4109

[info@govinvest.com](mailto:info@govinvest.com)

**McKinleyville Community Services District Reserves Calculations**

	Beginning Balance	Calculation/ NetActiv/Adj	Ending Balance	Bank	Criteria/ Notes	
<b>Working Capital Reserves</b>						
Customer Deposits	113,184	(12,485)	100,700	Umpqua	Amount sufficient to repay Customer Deposits	
Pay-Go Capital Proj (cumulative)	-	1,000,000	1,000,000	Umpqua	Cumulative Pay-Go CIP Total per Board	
Compensated Absences	284,157		338,553	Umpqua	Amount sufficient to pay Vacation/Sick Leave	
Open Subdivision Deposits	7,017	18,095	25,112	Umpqua	Amount sufficient to repay Developer Deposits	
Operating Reserve FY20-21 Budget*	-	665,125	665,125	Umpqua	30 days District Expense per current budget	
		Total:	<b>2,129,490</b>		<b>100% Funded</b>	
MoneyMkt Cash Balance Available:			<b>5,906,586</b>		as of 30 June 2022	
<b>Restricted Reserves, Externally Held</b>						
USDA 1982 Sewer Bond	84,004	(0)	84,004	Humboldt County	adjusted to US bank stmt @ month-end close	
SRF WWMF Loan Reserve	619,234	(7,822)	611,412	Humboldt County	set by lender, zero interest, no adjustment	
Quimby Coastal Funds: Parks CIP-Hiller	52,420	807	53,227	Humboldt County	reconciled annually w/County at year-end close	
Quimby Inland Funds: Parks CIP-All Other	157,948	5,102	163,050	Humboldt County	reconciled annually w/County at year-end close	
<b>Restricted Reserves: Actuarial Liabilities</b>						
	2,299,309	2,048,599	(672,840)	1,375,759	CalTrust	Currently held in CalTRUST, LAIF, County Accts
	6,942,623	2,961,310	-	2,961,310	CalTrust, LAIF, Humboldt County	<b>PERS 100% Funded, FY19-21 Liability Balance</b> <b>OPEB 43% Funded; will increase w/ 115 Trust</b>
				43%		
<b>Designated Reserves</b>						
Capacity Fees (see schedule)	4,134,118	730,912	4,865,030	CalTrust	<b>73% of \$4,838,374: CapFees placed in Wkg Capital</b>	
Repair/ Replacement (see schedule)	1,360,499	240,000	1,600,499	CalTrust	CIP Sinking Fund - Biosolids Project	
Mainline Replacement Project	3,470,000	1,760,000	5,230,000	CalTrust	From Board Approved 2018 Rate Study	
<a href="#">Catastrophe Reserves (curr.assessment)</a>	1,382,777	(39,445)	1,343,332	CalTrust	16.6% of FY21-22 Total Expenditures	

\*Staff Note: moved to Working Capital from Investment acct

Monday, December 12, 2022

3:30 p.m.

Audit and Finance Meeting

NOTES

**Members Present:** David Couch, Greg Orsini

**Staff Present:** Nicole Alvarado, Pat Kaspari, April Sousa

**Meeting Called to Order at 3:35 p.m..**

### **Public Comment**

- None

### **Establish Section 115 Trust for Other Post-Employment Benefits (OPEB)**

Finance Director Nicole Alvarado reviewed the agenda item and the calculations found within the packet.

- She noted that the District is currently 100% funded in all reserve categories except OPEB, which is at 43%.
- Options and investment strategies were reviewed and discussed.
- It was noted that funding at 100% was not an efficient use of funds.
- Staff suggests a funding target of 60%
- The difference between “Pay Go” and a 115 Section trust was discussed
- Finance committee agreed to the following to be recommended to the Board
  - 60% funding level target
  - Initial Transfer of \$2.5 M
  - Initial contribution of \$200,000 “Pay Go” and \$200,000 of reserves
  - To be reviewed annually
  - Investment Strategy to us – Strategy 3 – more conservative, expected return of 5%, risk 8.4%
- The committee asked to review the staff note prior to the February Board meeting, when this item will go to the Board for approval.
- Upcoming meeting items were discussed – next meeting on December 21 for Audit review. Other upcoming meetings needed to discuss a Single Audit review and information regarding California CLASS.
- Director Orsini asked for information on the Fixed Costs during the Budget process.

**Adjourn – 4:53 p.m.**

Monday, January 17, 2023  
4:00 p.m.  
Audit and Finance Meeting  
NOTES

**Members Present:** James Biteman, Greg Orsini

**Staff Present:** Nicole Alvarado, Pat Kaspari, April Sousa

**Meeting Called to Order at 4:00 p.m.**

### **Public Comment**

- None

### **Establish Section 115 Trust for Other Post-Employment Benefits (OPEB)**

Finance Director Nicole Alvarado reviewed the agenda item and the discussion from December 12, 2022.

- It was noted that 25% of MCSD Workforce will be eligible for retirement within the next 10 years.
- Options and investment strategies were reviewed and discussed.
- The benefits of setting up the Section 115 Trust were reviewed. These included higher returns in the long term, reduced unfunded liabilities and improved financial reporting.
- It was noted that once the money is established within the Section 115 Trust, they become restricted funds.
- Currently, reserves for OPEB are at 43% funded.
- The committee discussed funding strategies. Currently there is \$2.9 million in the reserves. Staff suggested setting up the Section 115 Trust with \$2.5 million and leaving \$400,000 in the current reserves fund.
- Finance committee agreed to the following to be recommended to the Board:
  - 60% funding level target,
  - Initial Transfer of \$2.5 M,
  - Initial contribution of "Pay Go" amount with additional funds to be determined through the budget process annually,
  - To be reviewed annually,
  - Investment Strategy to use – Strategy 3 – more conservative, expected return of 5%, risk 8.4%.
- The committee will review the staff note prior to the February Board meeting, when this item will go to the Board for approval.

**Adjourn – 5:29 p.m.**

# McKinleyville Community Services District

## BOARD OF DIRECTORS

February 1, 2023

TYPE OF ITEM: **INFORMATIONAL**

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**ITEM: E.3**                      **Review Information for the Draft Capital Improvement Plan for the Parks & General Fund, FY2023-24**

**PRESENTED BY:**              **Nicole Alvarado, Finance Director**

**TYPE OF ACTION:**            **None**

### **Recommendation:**

Staff recommends that the Board review and discuss the Draft Capital Improvement Plan for the Parks and General Fund and take public comment.

### **Discussion:**

The detailed draft of the Fiscal Year 2023-24 Capital Improvement Plan (CIP) for the Parks & General Fund is attached (**Attachment 1**), covering the next ten fiscal years. Budgeted expenditures which are not grant funded are anticipated to be covered by assessments and user fees. This allows the District to take a structured approach to future user fees as these projects are undertaken. Funding for certain projects depends on grants awarded. Smaller projects that do not meet the definition of capital assets will be treated as regular expenditures and are anticipated to be paid from operating funds.

The attached Narrative (**Attachment 2**) provides further detail. The final summarized CIP will be brought back to the Board for review and approval with the complete Fiscal Year 2023-24 Budget in June 2023.

### **Alternatives:**

Take Action

### **Fiscal Analysis:**

Not applicable

### **Environmental Requirements:**

Not applicable

### **Exhibits/Attachments:**

- Attachment 1 - Draft Capital Improvement Plan for the Fiscal Years ending June 30, 2024 – 2034 for the Parks and General Fund
- Attachment 2 – Draft Capital Improvement Plan Narrative for Fiscal Year 2023-24

**McKinleyville Community Services District  
General Fund (Parks & Recreation) Capital Improvement Project Budget  
For the Fiscal Years Ending June 30, 2024 - 2034**

(All numbers in \$000s)

	1	2	3	4	5	6	7	8	9	10	12
	June 30, 2024	June 30, 2025	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030	June 30, 2031	June 30, 2032	June 30, 2033	June 30, 2034
<b>1. Hiller Park &amp; Sports Complex Projects</b>											
Park landscaping & signage											
Playground Structure Replacement		50		25							
Concessions/RR Interior						9					
Roof Replacement-Concessions/RR											
Concessions/RR Exterior											
Roof Replacement-Hiller Park west RR						10					
Restroom Upgrade-Hiller Park West		30									
Parking Lot					12						
<b>Totals:</b>	<b>0</b>	<b>80</b>	<b>0</b>	<b>25</b>	<b>12</b>	<b>19</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>2. Pierson Park Projects</b>											
Playground Structure Replacement			12		75						
Park Restrooms/Garage		100					15				
Gazebo Rehabilitation/Replacement			5			6					
Pavilion Rehabilitation/Replacement				8							
Landscaping		10			8						
<b>Totals:</b>	<b>0</b>	<b>110</b>	<b>12</b>	<b>8</b>	<b>83</b>	<b>6</b>	<b>15</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>3. Azalea Hall Projects</b>											
Major Appliance Replacement	8	8	10	10	12	12	14				
Replace flooring				5							
Roof replacement							25				
Exterior Repairs/Replacement		25					80				
Parking lot resurfacing			16								
Wall/Window Covering replacement											
Kitchen equipment replacement	5								6		
Replace tables & chairs		11				15					
P/A system and audio-visual											

McKinleyville Community Services District  
 General Fund (Parks & Recreation) Capital Improvement Project Budget  
 For the Fiscal Years Ending June 30, 2024 - 2034

(All numbers in \$000s)

	1	2	3	4	5	6	7	8	9	10	12
	June 30, 2024	June 30, 2025	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030	June 30, 2031	June 30, 2032	June 30, 2033	June 30, 2034
Floor scrubber											
<b>Totals:</b>	<b>13</b>	<b>44</b>	<b>26</b>	<b>15</b>	<b>12</b>	<b>27</b>	<b>119</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>

**4. McKinleyville Activity Center Projects**

Park landscaping & signage											
Flooring replacement			85								
Gymnasium Walls		15									
Roof replacement							100				
Siding repair/replacement				70							
Equipment rehabilitation/replacement			10								
Parking lot resurfacing			16								
Bleacher replacement				5							
Major Appliance replacement	7	32									
Interior fixtures		10									
<b>Totals:</b>	<b>7</b>	<b>57</b>	<b>111</b>	<b>75</b>	<b>0</b>	<b>0</b>	<b>100</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**5. Other Park Projects & Equipment**

Mower & landscaping equipment	16							18			
Light duty utility truck/van/car		11	11		12		12		17		18
Mobile Radio Upgrade											
<b>Totals:</b>	<b>16</b>	<b>11</b>	<b>11</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>12</b>	<b>18</b>	<b>17</b>	<b>0</b>	<b>18</b>

McKinleyville Community Services District  
 General Fund (Parks & Recreation) Capital Improvement Project Budget  
 For the Fiscal Years Ending June 30, 2024 - 2034

(All numbers in \$000s)

	1	2	3	4	5	6	7	8	9	10	12
	June 30, 2024	June 30, 2025	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030	June 30, 2031	June 30, 2032	June 30, 2033	June 30, 2034
<b>6. Law Enforcement Facility Projects</b>											
Flooring		19									
Furnace replacement		6									
Roof replacement		15									
Siding replacement					21						
LEF/Library Parking sealing/paving/fencing		5	10								
<b>Totals:</b>	<b>0</b>	<b>26</b>	<b>10</b>	<b>0</b>	<b>21</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>7. McKinleyville Library Projects</b>											
Carpet replacement	15										
Furnace replacement	8	8	8	8	8	8	8				
Fire Suppression system			20								
Roof & Siding replacement				21							
<b>Totals:</b>	<b>23</b>	<b>8</b>	<b>28</b>	<b>29</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>8. Teen &amp; Community Center</b>											
Flooring			14					40			
Interior rehabilitation/replacment			6								
Kitchen Equipment & Appliances			8	8	8	8	8	8	8	8	8
Roof & Siding replacement											
Equipment rehabilitation/replacement			10								
Parking lot resurfacing			10								
Furnace & Water Heater					5						
Tables & chairs	8										
<b>Totals:</b>	<b>8</b>	<b>0</b>	<b>48</b>	<b>8</b>	<b>13</b>	<b>8</b>	<b>8</b>	<b>48</b>	<b>8</b>	<b>8</b>	<b>8</b>
<b>9. Projects Contingent Upon Grant Funding</b>											
Playstructure replacement-Larissa Park				10							
Community Forest	80	30	50	40							
Hewitt Ranch Parking & Amenities Dev.				120							



McKinleyville Community Services District  
 General Fund (Parks & Recreation) Capital Improvement Project Budget  
 For the Fiscal Years Ending June 30, 2024 - 2034

(All numbers in \$000s)

	1	2	3	4	5	6	7	8	9	10	12
	June 30, 2024	June 30, 2025	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030	June 30, 2031	June 30, 2032	June 30, 2033	June 30, 2034
<b>Totals:</b>	80	30	50	50	0	0	0	0	0	0	0

**10. Projects Funded by Quimby & Other Funds**

Hiller Sports Site - fence											
Pole Barn			25								
Skate park											
Hewitt Ranch improvements											
BMX Track and Park Project	1,029	1,152									
Granite (Mad River) Property											
<b>Skate Park/ Washington property proj Totals:</b>	<b>1,029</b>	<b>1,152</b>	<b>25</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Total Planned Capital Expenditures**

	1,176	1,518	321	210	161	68	262	66	31	8	26
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Grant-Funded Capital Projects	1,042	1,184
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Projects

**Capital Improvement Plan  
Parks and General Fund  
Fiscal Year 2023-24**

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

**CAPITAL IMPROVEMENT PROGRAM PROJECT DISCUSSION**

**Utility Vehicles and Equipment**

In 1998, the Board adopted a Fleet Replacement Plan to ensure that MCSD's aging fleet of service vehicles would be replaced in an approximately ten-year cycle. Where possible, the District has started to exchange some of the heavier utility vehicles with light compact trucks for savings in capital and operating costs. One mower is scheduled to be replaced in fiscal year 2023-24.

**Facility Projects**

Replacement of the Hewitt Room floor, renovation of the walls in the Hewitt room, and window covering replacements were covered by Prop 68 funding in fiscal year 2022-23. \$8,000 has been budgeted from these grant funds for replacement of the furnace in Azalea Hall. If funds are remaining in fiscal year 2023-2024 the front entry door will be replaced or fixed with a panic bar system for exit while the door is locked. The dish sanitizer may also be replaced if Prop 68 funds allow.

\$8,000 is budgeted from regular funds for the replacement of the furnace at the McKinleyville Library. A \$15,000 grant is being sought for the replacement of the Library carpet. Quimby funds might also be considered to support the completion of this project. Replacement of the HVAC system at the McKinleyville Activity Center has also been budgeted for \$7,000 from regular funds, if needed.

**Parks and Trails Projects**

In 2021, the District was awarded a \$2.3 Million grant to construct a BMX Track & Park. Design began in fiscal year 2022-2023 and construction is scheduled to begin in fiscal year 2023-2024, \$1.3 million has been budgeted for construction.

It is anticipated that Green Diamond will donate a portion of forest land to the District in fiscal year 2022-2023. \$80,000 has been budgeted for the development of the Murray Road Access Point.

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

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

## **Note on Attachment 2 – Parks & General Fund DRAFT Capital Improvement Plan**

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

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to Central Avenue traffic and minimizing costs of rehabilitation for each system through this section.

GHD Inc. prepared the design and bid package for the rehabilitation of the water and sewer mains along Central Avenue from Sutter to Hiller. The proposed rehabilitation method for the sewer is to line it with cured-in-place pipe (CIPP), an epoxy impregnated fiberglass type fabric that is used to line the existing pipe. The proposed replacement method for the watermain is a new parallel watermain installed in the center turn lane via open cut trenching. The project went out to bid in December 2022 and bids were due back on January 18, 2023. Three bids were received, one from GR Sundberg, Inc. (GRS), one from Mercer Fraser, Inc., and one from Wahlund Construction. **Attachment 1** is the detailed bid tabulation, but the bids were close, at:

- GRS = \$2,532,275
- Mercer Fraser = \$2,677,990
- Wahlund = \$3,009,769

The Engineer's Estimate for this project was approximately \$2.9M. The complete GRS bid is included as **Attachment 2**. GHD has reviewed the responsiveness and responsibility of the bid and has recommended the award to GRS. Their recommendation memo is included as **Attachment 3**.

The Board is reminded that the construction of the water and sewer rehabilitation projects were included in the 2018 & 2022 Rate Studies and \$1M per year for each is currently being set aside to fund these projects. The Board also authorized the sale of Certificates of Participation to help fund the construction of the Central Avenue rehabilitation project and included \$2M in funding for the water main rehabilitation and \$2M in funding for the sewer main rehabilitation.

### **Alternatives:**

Take No Action and do not award the Construction Contract

### **Fiscal Analysis:**

Construction of the water & sewer main rehabilitation projects will be funded by the sewer & water main rehabilitation funds set aside for this purpose and included in the last Rate Analysis. Funding will also be provided by the Certificates of Participation, Series 2021A-Water & Series 2021B-Sewer. Total bid results for each portion of the project are:

- General Bid Items - \$408,000
- Construction of new parallel water main via open trench - \$1,498,325
- Construction of CIPP sewer main lining - \$625,950

### **Environmental Requirements:**

A Categorical Exemption has been completed and adopted by the MCSD Board and filed with Humboldt County.

An encroachment permit has also been started with Humboldt County and the contract requires the Contractor to finalize that permit with the County.

Additionally, local tribes have been notified, and a Cultural Resources Report for the project completed. Since this area has already been extensively disturbed, cultural resources are not anticipated to be encountered.

**Exhibits/Attachments:**

- Attachment 1 – Central Avenue Water & Sewer Main Rehabilitation Project, Bid Tabulation, January 18, 2023
- Attachment 2 – GRS Bid for Central Avenue Water & Sewer Main Rehabilitation Project, January 18, 2023
- Attachment 3 – GHD Award Recommendation Memo, January 20, 2023

Bid Tabulation Results

Owner: McKinleyville Community Services District

Project Name: Central Ave Water & Sewer Rehabilitation

Project Location: McKinleyville, Humboldt County, CA

Date of Bid: 1/18/2023

Prepared by: Nathan Stevens

BASE BID SCHEDULE

				Mercer-Fraser Company		GR Sundberg		Wahlund Construction		
Item No.	Description	Units	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
1	Mobilization/Demobilization	LS	1	\$220,000	\$220,000	\$250,000	\$250,000	\$398,000	\$398,000	General
2	Traffic Control	LS	1	\$150,000	\$150,000	\$150,000	\$150,000	\$41,500	\$41,500	
3	Sediment and Erosion Control including Revegetating Disturbed areas	LS	1	\$30,000	\$30,000	\$5,000	\$5,000	\$9,000	\$9,000	
4	Removal and Disposal of Asbestos Cement Pipe	LS	1	\$10,000	\$10,000	\$3,000	\$3,000	\$12,000	\$12,000	
5	Dewatering System / Water Control	LS	1	\$25,000	\$25,000	\$50,000	\$50,000	\$5,000	\$5,000	Water
6	2" Waterline Modifications	LS	1	\$20,000	\$20,000	\$25,000	\$25,000	\$16,000	\$16,000	
7	6" PVC Water Pipe and Fittings	LS	1	\$25,000	\$25,000	\$30,000	\$30,000	\$25,000	\$25,000	
8	8" PVC Water Pipe and Fittings for Water Line 2.0 (Heartwood Drive)	LF	245	\$200	\$49,000	\$165	\$40,425	\$257	\$62,965	
9	10" PVC Water Pipe and Fittings for Water Line 3.0 (Nursery Way)	LF	333	\$330	\$109,890	\$200	\$66,600	\$233	\$77,589	
10	16" PVC Water Pipe and Fittings	LF	2,240	\$390	\$873,600	\$290	\$649,600	\$403	\$902,720	
11	6" Water Gate Valves	EA	9	\$2,200	\$19,800	\$2,300	\$20,700	\$2,900	\$26,100	
12	8" Water Gate Valves	EA	3	\$3,500	\$10,500	\$3,500	\$10,500	\$3,500	\$10,500	
13	10" Water Gate Valves	EA	1	\$6,000	\$6,000	\$5,500	\$5,500	\$4,700	\$4,700	
14	12" Water Gate Valves	EA	1	\$6,200	\$6,200	\$6,250	\$6,250	\$5,100	\$5,100	
15	16" Water Butterfly Valves	EA	7	\$14,000	\$98,000	\$7,650	\$53,550	\$7,275	\$50,925	
16	18" Water Butterfly Valves	EA	2	\$18,000	\$36,000	\$10,000	\$20,000	\$8,000	\$16,000	
17	Connection Assembly at Station 27+52 (near BMW)	LS	1	\$15,000	\$15,000	\$32,000	\$32,000	\$22,000	\$22,000	
18	Connection Assembly near Station 29+53	LS	1	\$15,000	\$15,000	\$17,000	\$17,000	\$20,000	\$20,000	
19	Connection Assembly at Sutter Road	LS	1	\$42,000	\$42,000	\$53,000	\$53,000	\$56,000	\$56,000	
20	Connection Assembly at Central Ave and Heartwood Drive to East	LS	1	\$20,000	\$20,000	\$30,000	\$30,000	\$18,500	\$18,500	
21	Connection Assembly at Heartwood Drive at West End of Water Line 2.0	LS	1	\$8,000	\$8,000	\$5,700	\$5,700	\$3,700	\$3,700	
22	Connection Assembly at Holly Drive	LS	1	\$17,000	\$17,000	\$15,000	\$15,000	\$18,000	\$18,000	
23	Connection Assemblies at Hiller Road	LS	1	\$55,000	\$55,000	\$87,500	\$87,500	\$79,000	\$79,000	
24	1" Water Service Lines	EA	10	\$4,000	\$40,000	\$7,600	\$76,000	\$8,000	\$80,000	
25	Multi-Meter Water Service Lines	EA	11	\$7,500	\$82,500	\$11,000	\$121,000	\$16,000	\$176,000	
26	Fire Hydrant Services	EA	6	\$10,000	\$60,000	\$11,000	\$66,000	\$21,000	\$126,000	
27	Combination Air Valve Assembly (Including Precast Vault)	EA	1	\$13,000	\$13,000	\$17,000	\$17,000	\$19,000	\$19,000	
28	Temporary Sewer Bypass Pumping	LS	1	\$12,000	\$12,000	\$25,000	\$25,000	\$3,200	\$3,200	Sewer
29	Pre-Rehabilitation Closed-Circuit Television (CCTV) Inspection and Pipe Cleaning – Sewer Mains	LS	1	\$15,000	\$15,000	\$13,500	\$13,500	\$15,500	\$15,500	
30	Pre-Rehabilitation Closed-Circuit Television (CCTV) Inspection and Pipe Cleaning – Sewer Service Laterals	EA	24	\$1,000	\$24,000	\$1,000	\$24,000	\$1,150	\$27,600	
31	Set up for Sewer Main Open Cut Section Repairs	EA	5	\$6,200	\$31,000	\$300	\$1,500	\$9,000	\$45,000	
32	Sewer Main Open Cut Section Repairs	LF	50	\$200	\$10,000	\$700	\$35,000	\$350	\$17,500	
33	Set up for Sewer Service Lateral Open Cut Replacement	EA	5	\$5,500	\$27,500	\$300	\$1,500	\$8,550	\$42,750	
34	Sewer Service Lateral Open Cut Replacement	LF	150	\$285	\$42,750	\$300	\$45,000	\$194	\$29,100	
35	Set Up for Chemical Grout Injection into Pipe Cracks	EA	2	\$9,200	\$18,400	\$9,200	\$18,400	\$10,500	\$21,000	
36	Chemical Grout Injection into Pipe Cracks	GAL	20	\$2,000	\$40,000	\$2,000	\$40,000	\$2,300	\$46,000	
37	Set up for Rehabilitation of 4" Sewer Laterals Using Cured-in-Place Pipe Lining Method	EA	24	\$2,700	\$64,800	\$275	\$6,600	\$315	\$7,560	
38	Rehabilitation of 4" Sewer Laterals Using Cured-in-Place Pipe Lining Method	LF	660	\$110	\$72,600	\$110	\$72,600	\$126	\$83,160	
39	Rehabilitation of 6" Sewer Main Using Cured-in-Place Pipe Lining Method	LF	700	\$65	\$45,500	\$65	\$45,500	\$75	\$52,500	
40	Rehabilitation of 8" Sewer Main Using Cured-in-Place Pipe Lining Method	LF	2,015	\$70	\$141,050	\$70	\$141,050	\$80	\$161,200	
41	Rehabilitation of Sewer Manholes	EA	9	\$6,100	\$54,900	\$15,500	\$139,500	\$17,500	\$157,500	
42	Post-Rehabilitation Closed-Circuit Television (CCTV) Inspection and Pipe Cleaning – Sewer Mains	LS	1	\$10,000	\$10,000	\$6,000	\$6,000	\$6,900	\$6,900	
43	Post-Rehabilitation Closed-Circuit Television (CCTV) Inspection and Pipe Cleaning – Sewer Service Laterals	EA	24	\$500	\$12,000	\$450	\$10,800	\$500	\$12,000	
<b>General Subtotal</b>				<b>\$410,000</b>		<b>\$408,000</b>		<b>\$460,500</b>		
<b>Water Subtotal</b>				<b>\$1,646,490</b>		<b>\$1,498,325</b>		<b>\$1,820,799</b>		
<b>Sewer Subtotal</b>				<b>\$621,500</b>		<b>\$625,950</b>		<b>\$728,470</b>		
<b>TOTAL BASE BID AMOUNT</b>				<b>\$2,677,990</b>		<b>\$2,532,275</b>		<b>\$3,009,769</b>		



**McKinleyville Community Services District**  
**Central Ave Water & Sewer Rehabilitation Project**

**BIDDERS' CHECKLIST**

This checklist has been prepared and furnished to aid bidders in including all necessary supporting information with their bid. Bidders' submittals should include, but are not limited to the following:

<u>ITEM</u>	<u>PAGE</u>	<u>CHECKED</u>
1. Bid Proposal	1-9 through 1-14	<input checked="" type="checkbox"/>
2. List of Subcontractors (Subcontractor Details)	1-15	<input checked="" type="checkbox"/>
3. Bid Bond	1-16 through 1-17	<input checked="" type="checkbox"/>
4. Authority to Sign Bid Proposal (if applicable)	(Attached to Bid Bond)	<input checked="" type="checkbox"/>
5. Power of Attorney	(Attached to Bid Bond)	<input checked="" type="checkbox"/>
6. Non-Collusion Affidavit	1-18	<input checked="" type="checkbox"/>
7. Workers Compensation Certification	1-19	<input checked="" type="checkbox"/>
8. Anti-Lobbying Certification	1-20	<input checked="" type="checkbox"/>
9. Qualifications Statement that meets the requirements described in Section 1.3.A of Specification 33 01 31 (CCTV Inspection of Sewers).	(Attached to Bid)	<input checked="" type="checkbox"/>
10. Qualifications Statement that meets the requirements described in Section 1.5.A of Specification 33 01 32 (Cured-in-Place Pipe Lining).	(Attached to Bid)	<input checked="" type="checkbox"/>
11. Qualifications Statement that meets the requirements described in Section 1.6.A of Specification 33 01 33 (Manhole Rehabilitation).	(Attached to Bid)	<input checked="" type="checkbox"/>

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**BID PROPOSAL**

Proposal of G R Sundberg Inc.  
(hereinafter called "Bidder"), organized and existing under the laws of the State of California,

doing business as a Corporation \*.

To the McKinleyville Community Services District, (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all Work for the Central Avenue Water & Sewer Rehabilitation Project in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount bid. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the corrected product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amounts quoted, the individual items amounts shall govern and the corrected total shall be deemed to be the amount bid.

By submission of this bid, each Bidder certifies, and in the case of a joint bid, each party certifies as to its own organization, that the bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence Work under this Contract on or before a date to be specified in the Notice to Proceed and to fully complete the project and pay the liquidated damages as provided in Articles III and IV of the General Conditions.

\*Insert "a corporation," "a partnership," or "an individual" as applicable.

**SUBCONTRACTOR DETAILS**

The Bidder certifies that:

- A.  I do not intend to subcontract any Work on this project.
- B.  I do intend to subcontract portions of the Work on this project.

NOTE: The Bidder shall check box A or box B. If the Bidder does not check a box, it will be deemed that Bidder has checked box A.

If awarded the Contract, the Bidder proposes to employ the following subcontractors who will perform Work or labor or render service to the Bidder in or about the Work in an amount in excess of one-half of one percent (0.5%) of the total amount of Bidder's proposal. If no subcontract Work is proposed, except within the one-half of one percent (0.5%) limit set forth, the Bidder shall so state.

NAME & ADDRESS OF SUBCONTRACTOR	DESCRIPTION OF WORK TO BE SUBCONTRACTED	SUBCONTRACTOR'S CALIF. LIC. NO. AND DIR NO.	
Spencer Electric 90 Box 42 Cullen, CA 95534	Traffic Loops	917603	1000881636
Nor-Cal Pipeline 983 Reserve Dr. Roseville, CA 95678	Sewer Lateral CIPP, CCTV Manhole	935878	1000065777

**McKinleyville Community Services District**  
 Central Ave Water & Sewer Rehabilitation Project

Bidder agrees to perform all the Work described in the Contract Documents for the following prices. Bidder is advised to carefully review all sections of the Contract Documents to completely understand the Work and all constraints, including the schedule and material requirements.

The work for this project generally includes, but is not limited to, miscellaneous demolition; rehabilitation of the existing operating sewer main, laterals, and manholes; temporary bypass pumping; installation of a new water main including all associated piping, valves, appurtenances, and connections to existing waterlines; potholing, construction staking, trenching, shoring, sheeting, and bracing, excavation, grading, installation of subgrade material, tack coat, placement and compaction of asphalt, traffic control, stockpiling, cleanup, and all other Work required to complete the modifications as shown in the Contract Drawings and described in the Specifications.

The following tables have been provided for the Bidder's convenience to assist Bidder in quantifying the major components of the Work and shall in no way be interpreted to be comprehensive. The bid shall be comprehensive and shall include all work associated with the project, including all necessary labor, materials, equipment, supervision, sales tax, and all other applicable taxes and fees.

**General Bid Schedule:**

BASE BID SCHEDULE					
Item No.	Description	Unit	Qt.	Unit Cost	Total Cost
1.	Mobilization/Demobilization	LS	1	<u>\$250,000</u>	<u>\$ 250,000</u>
2.	Traffic Control	LS	1	<u>\$150,000</u>	<u>\$ 150,000</u>
3.	Sediment and Erosion Control including Revegetating Disturbed areas	LS	1	<u>\$ 5,000</u>	<u>\$ 5,000</u>
4.	Removal and Disposal of Asbestos Cement Pipe	LS	1	<u>\$ 3,000</u>	<u>\$ 3,000</u>

GENERAL SUBTOTAL (\$ 408,000.00 )

GENERAL SUBTOTAL IN WORDS: Four hundred eight thousand and zero cents

**Water Bid Schedule:**

BASE BID SCHEDULE					
5.	Dewatering System / Water Control	LS	1	<u>\$50,000</u>	<u>\$ 50,000</u>
6.	2" Waterline Modifications	LS	1	<u>\$25,000</u>	<u>\$ 25,000</u>

McKinleyville Community Services District  
Central Ave Water & Sewer Rehabilitation Project

BASE BID SCHEDULE					
7.	6" PVC Water Pipe and Fittings (near Station 14+55)	LS	1	\$ <u>30,000</u>	\$ <u>30,000</u>
8.	8" PVC Water Pipe and Fittings for Water Line 2.0 (Heartwood Drive)	LF	245	\$ <u>165.00</u>	\$ <u>40,425</u>
9.	10" PVC Water Pipe and Fittings for Water Line 3.0 (Nursery Way)	LF	333	\$ <u>200.00</u>	\$ <u>66,600</u>
10.	16" PVC Water Pipe and Fittings	LF	2,240	\$ <u>290.00</u>	\$ <u>649,600</u>
11.	6" Water Gate Valves	EA	9	\$ <u>2,300</u>	\$ <u>20,700</u>
12.	8" Water Gate Valves	EA	3	\$ <u>3,500</u>	\$ <u>10,500</u>
13.	10" Water Gate Valves	EA	1	\$ <u>5,500</u>	\$ <u>5,500</u>
14.	12" Water Gave Valves	EA	1	\$ <u>6,250</u>	\$ <u>6,250</u>
15.	16" Water Butterfly Valves	EA	7	\$ <u>7,650</u>	\$ <u>53,550</u>
16.	18" Water Butterfly Valves	EA	2	\$ <u>10,000</u>	\$ <u>20,000</u>
17.	Connection Assembly at Station 27+52 (near BMW)	LS	1	\$ <u>32,000</u>	\$ <u>32,000</u>
18.	Connection Assembly near Station 29+53	LS	1	\$ <u>17,000</u>	\$ <u>17,000</u>
19.	Connection Assembly at Sutter Road	LS	1	\$ <u>53,000</u>	\$ <u>53,000</u>
20.	Connection Assembly at Central Ave and Heartwood Drive to East	LS	1	\$ <u>30,000</u>	\$ <u>30,000</u>
21.	Connection Assembly at Heartwood Drive at West End of Water Line 2.0	LS	1	\$ <u>5,700</u>	\$ <u>5,700</u>
22.	Connection Assembly at Holly Drive	LS	1	\$ <u>15,000</u>	\$ <u>15,000</u>

McKinleyville Community Services District  
 Central Ave Water & Sewer Rehabilitation Project

BASE BID SCHEDULE					
23.	Connection Assemblies at Hiller Road	LS	1	\$ <u>87,500</u>	\$ <u>87,500</u>
24.	1" Water Service Lines	EA	10	\$ <u>7,600</u>	\$ <u>76,000</u>
25.	Multi-Meter Water Service Lines	EA	11	\$ <u>11,000</u>	\$ <u>121,000</u>
26.	Fire Hydrant Services	EA	6	\$ <u>11,000</u>	\$ <u>66,000</u>
27.	Combination Air Valve Assembly (Including Precast Vault)	EA	1	\$ <u>17,000</u>	\$ <u>17,000</u>

WATER SUBTOTAL (\$ 1,498,325.00 )

WATER SUBTOTAL IN WORDS: One Million four hundred Ninety eight Thousand three hundred twenty five dollars —

**Sewer Bid Schedule:**

BASE BID SCHEDULE					
28.	Temporary Sewer Bypass Pumping	LS	1	\$ <u>25,000</u>	\$ <u>25,000</u>
29.	Pre-Rehabilitation Closed-Circuit Television (CCTV) Inspection and Pipe Cleaning – Sewer Mains	LS	1	\$ <u>13,500</u>	\$ <u>13,500</u>
30.	Pre-Rehabilitation Closed-Circuit Television (CCTV) Inspection and Pipe Cleaning – Sewer Service Laterals	EA	24	\$ <u>1,000</u>	\$ <u>24,000</u>
31.	Set up for Sewer Main Open Cut Section Repairs	EA	5	\$ <u>300.00</u>	\$ <u>1,500</u>
32.	Sewer Main Open Cut Section Repairs	LF	50	\$ <u>700.00</u>	\$ <u>35,000</u>
33.	Set up for Sewer Service Lateral Open Cut Replacement	EA	5	\$ <u>300.00</u>	\$ <u>1,500</u>
34.	Sewer Service Lateral Open Cut Replacement	LF	150	\$ <u>300.00</u>	\$ <u>45,000</u>

BASE BID SCHEDULE					
35.	Set Up for Chemical Grout Injection into Pipe Cracks	EA	2	\$ <u>9,200</u>	\$ <u>18,400</u>
36.	Chemical Grout Injection into Pipe Cracks	GAL	20	\$ <u>2,000</u>	\$ <u>40,000</u>
37.	Set up for Rehabilitation of 4" Sewer Laterals Using Cured-in-Place Pipe Lining Method	EA	24	\$ <u>275.00</u>	\$ <u>6,600</u>
38.	Rehabilitation of 4" Sewer Laterals Using Cured-in-Place Pipe Lining Method	LF	660	\$ <u>110.00</u>	\$ <u>72,600</u>
39.	Rehabilitation of 6" Sewer Main Using Cured-in-Place Pipe Lining Method	LF	700	\$ <u>65.00</u>	\$ <u>45,500</u>
40.	Rehabilitation of 8" Sewer Main Using Cured-in-Place Pipe Lining Method	LF	2,015	\$ <u>70.00</u>	\$ <u>141,050</u>
41.	Rehabilitation of Sewer Manholes	EA	9	\$ <u>15,500</u>	\$ <u>139,500</u>
42.	Post-Rehabilitation Closed-Circuit Television (CCTV) Inspection and Pipe Cleaning – Sewer Mains	LS	1	\$ <u>6,000</u>	\$ <u>6,000</u>
43.	Post-Rehabilitation Closed-Circuit Television (CCTV) Inspection and Pipe Cleaning – Sewer Service Laterals	EA	24	\$ <u>450.00</u>	\$ <u>10,800</u>

SEWER SUBTOTAL (\$ 625,950.00 )

SEWER SUBTOTAL IN WORDS: Six hundred twenty five thousand nine hundred fifty dollars and

The total base bid price below is the sum of the General Subtotal, Water Subtotal, and Sewer Subtotal. zero cents

TOTAL OF BASE BID (\$ 2,532,275.00 )

TOTAL OF BASE BID IN WORDS: Two million five hundred thirty two thousand two hundred -  
seventy five dollars and zero cents

The low bidder shall be determined based on the Total of Base Bid.

Receipt of the following Addenda is acknowledged:


Addendum #1 dated 12/21/22, Addendum #2 dated 1/4/23  
Addendum #3 dated 01/11/23, Addendum #4 dated 1/15/23



**McKinleyville Community Services District**  
Central Ave Water & Sewer Rehabilitation Project

The representations made herein are made under penalty of perjury.

Respectfully submitted:

  
\_\_\_\_\_  
Signature Garth R. Sundberg, Jr.

President  
\_\_\_\_\_  
Title

732695  
\_\_\_\_\_  
License Number

1/17/23  
\_\_\_\_\_  
Date

7/31/24  
\_\_\_\_\_  
License Expiration Date

1000001216  
\_\_\_\_\_  
DIR Registration Number

(SEAL - If Bid is by Corporation)

**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,

GR Sundberg, Inc. as Principal, and  
Liberty Mutual Insurance Company, as Surety, are hereby held and firmly bound unto

McKinleyville Community Services District, as  
Owner, in the penal sum of Ten Percent (10%) of Bid Amount for the payment of which, well and truly to  
be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 28th day of December, 2022.

The Condition of the above obligation is such that whereas the Principal has submitted to  
McKinleyville Community Services District a certain bid, attached hereto and hereby made a part hereof to enter into  
a contract in writing, for the:

Central Avenue Water & Sewer Rehabilitation Project

NOW, THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid), and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.


The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

McKinleyville Community Services District  
Central Ave Water & Sewer Rehabilitation Project


IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

SEAL:

GR Sundberg, Inc.  
Principal

By:   
Title: President Garth R. Sundberg JR.

Liberty Mutual Insurance Company  
Surety

By:   
Title  
Emmalyn Nichols, Attorney-in-Fact

**IMPORTANT** - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

NOTE: Bidder shall provide current "Power of Attorney" for Attorney-in-fact who signs Bid Bond.

## ACKNOWLEDGMENT

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

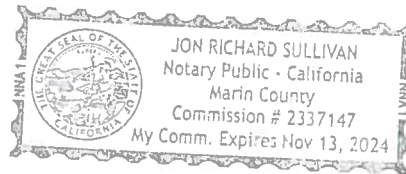
State of California  
County of Marin )

On December 28, 2022 before me, Jon Richard Sullivan, Notary Public  
(insert name and title of the officer)

personally appeared Emmalyn Nichols,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 *Jon R Sullivan* (Seal)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204910-024088

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Emmalyn Nichols, Jon Richard Sullivan, Karen Rhodes, Susan J. McGowan, Tammy Bates

all of the city of Novato state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of February, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of February, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member: Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of December, 2022.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

NONCOLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President of GR Sundberg Inc., the party making the foregoing bid.

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

This declaration is intended to comply with California Public Contract Code Section 7106 and Title 23 U.S.C Section 112.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 01/17/23 [date], at Arcata [city], CA [state].

  
\_\_\_\_\_

Barth R. Sundberg Jr. President  
Name and Title [print]

**CONTRACTOR'S CERTIFICATION REGARDING WORKERS'  
COMPENSATION INSURANCE**

**State of California**

County of Humboldt

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

G R Sundberg Inc.  
(Name of Contractor)

by:   
\_\_\_\_\_

Garth R. Sundberg JR.  
(Signature of Contractor)

Date: 1/17/23

### **ANTI-LOBBYING CERTIFICATION**

The contractor certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

The contractor also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts that exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.





California License No. 935878

**NOR-CAL PIPE INSPECTION**

NOR-CAL PIPELINE SERVICES  
MANHOLE REHAB CREW EXPERIENCE

**Shawn Ware –Superintendent**

Over 15 years of on-site supervision of cured in place pipe (CIPP) manhole and 3x5 rehabilitation projects.

**Steve Allen – MH Rehab Foreman/Lead Applicator**

Over 10 years of onsite supervision for all manhole and 3x5 coating projects.

**Larry Gilbert – MH Rehab Technician/Applicator**

Over 10 years of experience coating manholes and 3x5 sewer lines.

**Damian Torres – MH Rehab Technician/Applicator**

Over 10 years of experience coating manholes and 3x5 sewer lines.

- **CCTV & CURED-IN-PLACE LINING CREW EXPERIENCE**

**Bill Bonney - Estimator**

Over 7 years as estimator for cured-in-place lining.

**Ben Summersett—Division Manager / Project Manager**

Two years as a Project Manager for cured-in-place lining. Managed over 50 projects from 4-inch to 36-inch CIPP lining at Nor Cal Pipeline Services. Twelve years of experience managing environmental cleanup cases for oil/gas and industrial clients.

**Cory Wagner—Project Manager**

Eight years as a Project Manager for cured-in-place lining with Insituform Technologies, LLC and Nor-Cal Pipeline. Managed over 500 projects from 4-inch to 60 inch CIPP lining.

**Shawn Ware – CIPP Superintendent**

Over 15 years of onsite supervision of over 700 lining projects from 4-inch to 54-inch lining projects for Insituform Technologies, LLC, JF Pacific Liners, Inc. / Veolia ES, and Nor-Cal Pipeline Services including sewer flow control. Also PAPC certified.

**Diego Reyes – Boiler Operator**

Over 10 years of experience as boiler operator and CIPP installations using MTC & Pipenology Liners products.

**Glenn Brown – Foreman**

Over 10 years of experience with CIPP lining installations using MTC & Pipenology Liners products. PACP/LACP/MACP Trained and Certified CCTV Operator.

**Carlos Taitano – Field Technician / Cutter Operator**

6 years of experience with CIPP lining installations using MTC & Pipenology Liners products. PACP/LACP/MACP Trained and Certified CCTV Operator.



Manufactured Technologies Corporation

Manufactured Technologies Corporation  
17988 Edison Avenue • St. Louis, MO 63005  
(636) 530-3330 • [manufacturedtechnologies.com](http://manufacturedtechnologies.com)

November 22, 2019

RE: NOR-CAL PIPELINE SERVICES – APPROVED INSTALLER OF MTUBE®

To Whom It May Concern,

I am writing this letter on behalf of Manufactured Technologies Corporation, an AEGION company, to confirm that our organization is in its 15<sup>th</sup> year of operation as a material supplier for the cured-in-place pipe (CIPP) industry.

Since our inception, we have supplied nearly 20 million linear feet of coated felt tube to approved installers across North America such as Nor-Cal Pipeline Services, 1875 South River Road, West Sacramento CA, 95691 and we are proud to call them our customer.

If you should have any additional questions, please do not hesitate to contact me at your convenience. I am available at (636) 530-3355 or [mwetzels@aegion.com](mailto:mwetzels@aegion.com).

Best regards,

A handwritten signature in black ink, appearing to read 'M. Wetzel', is written over a light blue horizontal line.

Mark Wetzel  
Senior Director, MTC

DISCLAIMER OF WARRANTY: AS INSTALLATION CONDITIONS (INCLUDING, AMONG OTHERS, PIPE TYPE & CONDITION, GROUNDWATER DEPTH & TEMPERATURE, DEPTH OF COVER & SOIL TYPE, LIVE LOADS, SITE ACCESS AND WEATHER) AND INSTALLER EXPERIENCE, TECHNIQUES AND TYPE OF EQUIPMENT VARY GREATLY, MTC EXCLUDES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS SOLD HEREUNDER AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR USE OR ANY OTHER MATTER WITH RESPECT TO THE GOODS WHETHER USED ALONE OR IN COMBINATION WITH OTHER PRODUCTS. MTC HAS NOT PROVIDED ANY DESIGN SPECIFICATIONS OR COMPUTATIONS, AND ACCORDINGLY, MTC DOES NOT WARRANT THE DESIGN.



Manufactured Technologies Corporation

Manufactured Technologies Corporation  
17988 Edison Avenue • St. Louis, MO 63005  
(636) 530-3330 • [manufacturedtechnologies.com](http://manufacturedtechnologies.com)

November 22, 2019

**RE: RESIN-IMPREGNATION OF CURED-IN-PLACE-PIPE – I.E. “WETOUT PROCESS”**

To Whom It May Concern,

This letter certifies that Manufactured Technologies Corporation (MTC), formerly Mississippi Textiles Corporation, an AEGION company, was established as a business and has been supplying the cured-in-place-pipe (CIPP) industry with liner material since 2005. During this time, MTC has supplied nearly 20 million linear feet of CIPP liner to contractors across North America and beyond.

Our felt tubes are manufactured in an ISO:9001:2015 certified factory in accordance with specifications of MTC and will comply with the guidelines of ASTM F1216 and ASTM F1743. Our liners are impregnated with thermosetting resin produced by industry leading suppliers. Furthermore, our resin systems have a successful history in lab conditions and actual field installations of meeting the chemical resistance recommendations of ASTM F1216, ASTM F1743 and ASTM D5813.

Specific to your request, during our patented wetout process, we make sure the resin completely fills the felt liner. Our serial vacuum impregnation process enables our resin to fully saturate liners of any length or thickness, thereby ensuring the long-term reliability of our CIPP. Finally, we place enough resin in the liner during wetout to completely impregnate the felt and create the desired pipe MM thickness.

If you should have any additional questions, please do not hesitate to contact me at your convenience. I am available at (636) 530-3355 or [mwetzl@aegion.com](mailto:mwetzl@aegion.com).

Best regards,

Mark Wetzel  
Senior Director, MTC

DISCLAIMER OF WARRANTY: AS INSTALLATION CONDITIONS (INCLUDING, AMONG OTHERS, PIPE TYPE & CONDITION, GROUNDWATER DEPTH & TEMPERATURE, DEPTH OF COVER & SOIL TYPE, LIVE LOADS, SITE ACCESS AND WEATHER) AND INSTALLER EXPERIENCE, TECHNIQUES AND TYPE OF EQUIPMENT VARY GREATLY, MTC EXCLUDES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS SOLD HEREUNDER AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR USE OR ANY OTHER MATTER WITH RESPECT TO THE GOODS WHETHER USED ALONE OR IN COMBINATION WITH OTHER PRODUCTS. MTC HAS NOT PROVIDED ANY DESIGN SPECIFICATIONS OR COMPUTATIONS, AND ACCORDINGLY, MTC DOES NOT WARRANT THE DESIGN.

NOR CAL PIPELINE SERVICES PACP CERTIFICATION LIST

PACP CERTIFICATIONS

NAME	CERTIFICATION NUMBER	PACP	LACP	MACP	Yrs Exp
ANTHONY FRENCH	U-1209-9677	YES	YES	YES	11
GABE MORALES	U-913-18734	YES	YES	YES	15
HEATH BRUNNER	U-913-18743	YES	YES	YES	6
JEREMY GUZMAN	U-913-18738	YES	YES	YES	5
JOHN DELCASTILLO	U-913-18764	YES	YES	YES	8
LOIS MCCOWAN	U-607-4968	YES	YES	YES	9
LUIS DAMIEN TORRES	U-913-18752	YES	YES	YES	7
STEVE DAVIS	U-913-18744	YES	YES	YES	4
TALMADGE WAYNE LEWIS	U-305-1966	YES	YES	YES	12
TIM BARNETT	U-913-18735	YES	YES	YES	6
WILLIAM ARMSTRONG	U-912-16179	YES	YES	YES	5
PETER NAVARRO	U-612-15571	YES	YES	YES	14
GLENN BROWN	U-208-6259	YES	YES	YES	8
SHAWN WARE	U-612-15600	YES	YES	YES	22
TOM HALL	U-305-1912				

## PACP CERTIFICATIONS

NAME	CERTIFICATION NUMBER	DATE	PACP	LACP
ANTHONY FRENCH	U-1209-9677	10/19/2012	YES	YES
GABE MORALES	U-913-18734	9/20/2013	YES	YES
HEATH BRUNNER	U-913-18743	9/20/2013	YES	YES
JEREMY GUZMAN	U-913-18738	9/20/2013	YES	YES
JOHN DELCASTILLO	U-913-18764	9/20/2013	YES	YES
LOIS MCCOWAN	U-607-4968	10/19/2012	YES	YES
LUIS DAMIEN TORRES	U-913-18752	9/20/2013	YES	YES
STEVE DAVIS	U-913-18744	9/20/2013	YES	YES
TALMADGE WAYNE LEWIS	U-305-1966	10/19/2012	YES	YES
TIM BARNETT	U-913-18735	9/20/2013	YES	YES
WILLIAM ARMSTRONG	U-912-16179	10/19/2012	YES	YES
PETER NAVARRO	U-612-15571	2/3/2014	YES	YES
GLENN BROWN	U-208-6259	2/3/2014	YES	YES
SHAWN WARE	U-612-15600	2/3/2014	YES	YES

MACP

- YES
- YES
- YES
- YES
- YES
- YES
- YES
- YES
- YES
- YES
- YES
- YES
- YES
- YES

September 09, 2021

**Subject: NOR-CAL Pipeline Services Sewpercoat® Applicator Status**

To Whom It May Concern:

This letter is to verify that NOR-CAL Pipeline Services has demonstrated the requisite skill and training to be considered competent and qualified installers of SewperCoat® products (as manufactured by Kerneos Inc.) including the low-pressure, wet spray installation method as well as the high-velocity, dry gunite installation method.

With SewperCoat® being a specialty construction product having very specific installation methods and equipment requirements, Kerneos Inc. is very selective in our assessment of any contractor interested in gaining our “approved applicator” designation. This designation is typically required in project specifications, along with other exhaustive experience and volume of similar work requirements. Kerneos Inc. maintains a listing of competent and quality contractors that have demonstrated requisite skill and training to be considered qualified installers of our materials. NOR-CAL Pipeline Services installation personnel are, and have always been included in this listing.

Installation work is performed with the guidance of a Kerneos Aluminate Technologies SewperCoat® Manager or his designated factory representative. Their installation crews have successfully installed calcium aluminate based products in numerous wastewater structures ranging from manholes to trunk line piping to treatment plant structures. Furthermore, to my knowledge there have never been any NOR-CAL Pipeline Services SewperCoat® installations ever questioned.

Should you have any additional questions or comments, please do not hesitate to contact me directly.

Respectfully submitted,

(signature on file)

Gregory A. Wallace  
Manager – Western Region  
Kerneos Inc.





**CIPP**

**Nor Cal Pipeline Services**

Job Number	Project Name	Location	Pipe Diameter	Length	MM-YR Completed	Owner	Owner Info	Customer	Contact Name	Phone Number
2012-026	CIPP Rehabilitation Project-Siphon to Treatment Plant	Palo Alto	4	190	Jun-12	East Palo Alto Sanitary District	901 Weeks St, East Palo Alto, CA 94303	SAK Construction	Todd Chaik	(916) 408-5038
2012-070	Sewer Pipe Lining 2012	Sonora	6, 8, 15	1540	Oct-12	Tuolumne Utilities District	18885 Nugget Blvd, Sonora, CA 95370	Tuolumne Utilities District	Erik Johnson	(209) 532-5536
2012-119	2012 Sewer Rehabilitation Project	Ceres	6	3354	Mar-13	City of Ceres	2220 Magnolia Street, Ceres, CA 95307	City of Ceres	Lenard Guilette	(209) 538-5630
2012-129	Pipe Lining Project 950-70170	Santa Cruz	6, 15 30	3169	Feb-13	City of Santa Cruz	809 Center Street, Santa Cruz, CA 95307	City of Santa Cruz	Steve Wolfman	(631) 420-5428
2013-058	Preston Ave Sewer Main Rehabilitation Phase 2 Project	Imperial	6	1394	Jun-13	City of Imperial	1 East Main St, Imperial, CA 95540	City of Imperial	Don Myrshall	(209) 274-2412 x 106
2013-109	East Blithedale	Mill Valley	8	225	Sep-13	City of Mill Valley	26 Corte Madera Ave, Mill Valley, CA 94941	Team Ghilotti	Joe Moreira	(707)763-8700
2013-122	Project 5998-CIPP Lining of Sanitary Sewers	Walnut Creek	8, 15	522	Oct-13	Central Contra Costa Sanitary District	5019 Imhoff Plaza, Martinez, CA 94553	Central Contra Costa Sanitary District	Richard Foss	(925) 228-9500
2013-123	Cured-In-Place Lining at McCleary Ponds	Campbell	30	100	Sep-13	Santa Clara Valley Water District	5750 Almaden Expressway, San Jose, CA 95128	Santa Clara Valley Water District	Joseph Agullera	(408) 265-2600
2013-124	FY 2012-2013 Calle La Cruz/Crespi Collection Rehabilitation	Carmel	6	1200	Nov-13	Carmel Area Wastewater District	P.O. Box 221428, Carmel, CA 93982	Carmel Area Wastewater District	Drew Lander	(831) 917-1423
2013-133	Sewer Main Rehabilitation 2013	San Rafael	6, 12, 18	1923	Dec-13	Las Gallinas Valley Sanitary District	300v Smith Road, San Rafael, CA 94903	Bay Pacific Pipeline	Ron Zelaya	(510) 303-9591
2013-136	Bay Street Reservoir Replacement Phase 2	Santa Cruz	10	445	Aug-13	City of Santa Cruz	809 Center St, Santa Cruz, CA 95060	Gateway Pacific	Matt Scoble	(916) 665-4100
2014-040	Industrial Drive to Piner Road Sewer	Santa Rosa	6		Apr-14	City of Santa Rosa	69 Stony Cir, Santa Rosa, CA 95401	Argonaut Construction	Jason Balatti	(707) 542-3210
2014-072	Wastewater Treatment & Collection System Improvements, Schedule A	Yreka	6	973	Jul-14	City of Yreka	701 Fourth Street, Yreka, CA 96097	RTA Construction	Melanie Dionio	(530) 223-1100
2014-082	Mission Bay Liner Installation	San Francisco	48	160	Sep-14	FOCIL-MB, LLC	410 China Basin Street	Alta Engineering	Glenn Oberich	(415) 355-6650
2014-087	2014 CIPP Sewer Rehab Project	Sonora	5, 8, 10, 15	1924	Jun-14	Tuolumne Utilities District	18885 Nugget Blvd, Sonora, CA 95370	Tuolumne Utilities District	Erik Johnson	(530) 532-5536
2013-163	Wastewater Collection System Rehabilitation and Replacement Project	Yuba City	6, 8	8537	May-14	City of Yuba City	Diana Langley	Ranger Pipelines	Tom Grover	(415) 822-3700
2014-122	Lake Madrone Dam Outlet Repair	Lake Madrone	24	200	Oct-14	Lake Madrone Water District	PO Box 933, Oroville, CA 95965	Lake Madrone Water District	Robert Wegner	(916) 441-8850
2014-182	Sewer CIPP Lining Rehabilitation	Los Altos	10	140	Sep-14	Foothill DeAnza Community College	12345 El Monte Road, Los Altos Hills, CA 94024	Foothill DeAnza Community College	Annette Perez	(650) 949-6164
2014-183	Highway 162 Glen County - Caltrans Project 3-4M1804	Willows	18	135.2	Jun-14	Caltrans	Sacramento, CA	American Pacific Construction	Ron	(818) 636-3612
2014-185	Echo Loop & Boulder Drive Sanitary Sewer Replacement	San Jose	6	731	Oct-14	City of San Jose	200 E. Santa Clara St, San Jose, CA 95113	Cratus, Inc.	Liam Finnegan	(415) 559-1325
2014-189	Sewer Condition Assessment Replacement Project C9617-14	San Carlos	6	1080	Dec-14	City of San Carlos	600 Elm Street, San Carlos, CA 94070	Cratus, Inc.	Liam Finnegan	(415) 559-1325
2014-192	SASM Sewer Improvement Project-Lomita Drive CIPP Lining	Mill Valley	8	426	Aug-14	City of Mill Valley	26 Corte Madera Ave, Mill Valley, CA 94941	D'Arcy & Harty	Willie Tobin	(415) 822-5200
2014-229	Stratford Drive to Lift Station Sewer Repair Project	Watsonville	8	900	Nov-14	Salsipuedes Sanitary District	739 E Lake Ave, Watsonville, CA 95076	Salsipuedes Sanitary District	Deila Brambila	(831) 722-7760
2014-273	2014 Sewer & Water CIPP	Rio Vista	6	793	Dec-14	City of Rio Vista	One Main Street, Rio Vista, CA 94571	McFadden Construction	Dustin Keiterfing	(209) 478-7407
15-007	Lehr Sewer Lining	Davis	6, 8	2071	Jan-15	UC Davis	1 Shields Ave, Davis, CA 95616	Welss Associates	Bob Devany	(510) 450-6000
016-CP	Sanitary Sewer and Storm Sewer/Contract 2014-2015	San Carlos	6	533	Feb-15	City of San Carlos	600 Elm Street, San Carlos, CA 94070	JMB Construction	Collin White	(650) 267-5300
078-CP	Dredger Way Ravine Sewer Main Lining Project	Sacramento	6	1018	Jun-15	Sacramento Area Sewer District	100600 Goethe Road, Sacramento, CA 95828	Sacramento Area Sewer District	My Huynh	(916) 876-6371
078-CP	Dredger Way Ravine Sewer Main Lining Project	Sacramento	8	2651	Jun-15	Sacramento Area Sewer District	100600 Goethe Road, Sacramento, CA 95828	Sacramento Area Sewer District	My Huynh	(916) 876-6371
110-CP	West Portal Avenue & Quintara Street Pavement Renovation	San Francisco	8	597	Jul-15	San Francisco Department of Public Works	1680 Mission Street, San Francisco, CA 94114	ConQuest Contractors	Andy Baksheef	(415) 850-8015
133-CP	CIPP Lining at Various Locations	Pleasant Hill	8	1101	Apr-15	Contra Costa Sanitary District	Argonaut Constructors	Contra Costa Sanitary District	Richard Foss	(925) 957-7636
139-CP	7th Street Sanitary Sewer Replacement	Port of Oakland	15, 18	2204	Mar-15	Port of Oakland	530 Water St, Oakland, CA 94607	O.C. Jones & Sons	Kai Josephson	(510) 809-3492

**CIPP Nor Cal Pipeline Services**

Job Number	Project Name	Location	Pipe Diameter	Length	MM-YR Completed	Owner	Owner Info	Customer	Contact Name	Phone Number
162-CP	2015 Sanitary Sewer Relining Project	Aptos	6, 8	3510	Jun-15	Cabrillo Community College	6500 Soquel Drive, Aptos, CA 95003	Cabrillo Community College	Jon Salisbury	(851) 477-5200
177-CP	2015 CIPP Sewer Rehabilitation Project	Sonora	6, 8, 10	2382	Jul-15	Tuolumne Utilities District	18885 Nugget Blvd, Sonora, CA 95370	Tuolumne Utilities District	Erik Johnson	(209) 532-5536
179-CP	Ross Valley Sanitary FY 2014/2015	Kenfield and San Anselmo	6, 8, 10, 18	10200	Sep-16	Ross Valley Sanitary District	2960 Kerner Blvd, San Rafael, CA 94901	Maggiola & Ghilotti	John Moser	(415) 459-8640
203-CP	Neighborhood Storm Drain City Project No. 82480	Burlingame	12	200	Jul-15	City of Burlingame	501 Primrose Road, Burlingame, CA 94010	D&D Pipelines	Dennis McElligott	(415) 441-2006
204-CP	Long Drive Sewer & Water Improvements	Santa Rosa	8	410	Aug-15	City of Santa Rosa	69 Stony Cir, Santa Rosa, CA 95401	Ghiloti Construction Company	Marc Bushnell	(707) 585-1221
233-CP	AC Transit Advance Utility Relocations	Oakland	8	245	Jul-15	AC Transit	1600 Franklin Street, Oakland, CA 94612	McGuire & Hester	Kyle Carone	(510) 632-7676
234-CP	Noble Gulch Trunkline Relocation Project	Santa Cruz	12	641	Nov-15	Santa Cruz Sanitation District	701 Ocean Street, Santa Cruz, CA 95060	McGuire & Hester	Joe Cornell	(510) 632-7676
285-CP	Sanitary Sewer Rehabilitation 2014-2015	S. San Francisco	6, 8, 10	18200	Mar-16	South San Francisco	315 Maple Ave, S. San Francisco, CA	City of S. San Francisco	Jeff Neunberg	(650) 877-8550
380-CP	GiBBS Sewer Rehab Project	Sonora	4, 6	10900	Jun-17	Tuolumne Utilities District	18885 Nugget Blvd, Sonora, CA 95370	Tuolumne Utilities District	Chad Parsons	(530) 532-5536
1873-CP	5th St. Feather River Bridge Replacement	Yuba City	24	321	Mar-18	City of Yuba City	1201 Civic Center Blvd., Yuba City, CA 95991	MCM Construction	Richard McCall	(916) 334-1221
1877-CP	Ocean St. Emergency Lining	Santa Cruz	18	55	Dec-17	City of Santa Cruz	809 Center St, Rm 201, Santa Cruz, CA 95060	City of Santa Cruz	Dave Glucs	(831) 420-5194
1880-CP	Sewer Collection System I & J Remediation Project	Grass Valley	6, 8, 10	31426	May-18	City of Grass Valley	125 East Main Street, Grass Valley, CA 95845	McGuire & Hester Construction	Scott Muhlbach	(916) 372-8810
1982-CP	CEH Surface Water Pipe CIPP Liner	Davis	12	50	Feb-18	UC Davis Facilities Management	260 Cousteau Pl, ST 150, Davis, CA	UC Davis	Joel McCoy	(530) 219-1304
2027-CP	Falsebay Littlefield 30" CIPP	San Diego	30	200	Apr-18	San Diego Association of Governments (SANDAG)	401 B St, Ste 800, San Diego, CA 92101	MCTC Mid-Coast Transit Constructors	Rick Merina	(658) 218-0700
2089-CP	Caltrans Minor B - 10A1881	Jackson	18	210	Apr-18	Caltrans	1727 30th St, 4th Floor, Sacramento, CA 95816	Robert J. Frank Construction, Inc.	Joseph Frank	(530) 222-1408
2107-CP	Industrial Wastewater System	Richmond	4, 6	855	Mar-19	Kinley Construction Group, LTD	7301 Commercial Blvd E., Arlington, TX 76001	Kinley Construction Group, LTD	Brad Winchell	(817) 461-2100
2617-CP	North Orinda Sewer Renovations Phase 7	Orinda	8	2470	Jul-18	Central Contra Costa Sanitary District	5019 Imhoff Place, Martinez, CA 94553	Cratus, Inc.	Liam Finnegan	(415) 559-1325
2618-CP	N. Oregon Street Rehabilitation Project	Yreka	4, 6	1260	Jul-18	City of Yreka	701 Fourth St., Yreka, CA 96097	Siskiyou Cascade	Nathan	(541) 414-4667
2614-CP	SLAC - Sanitary Sewer Repair near B 084 - MH43 to MH 42	Palo Alto	8	170	Aug-18	U.S. Department of Energy	1000 Independence Ave., Washington, DC 20585	J.D. Collins Company	Jodie Collins	(925) 625-7748
2711-CP	Caltrans - RT 113 Bonded Conc. Overlay #03-0G9304	Yolo	28x20	45	Aug-18	California Department of Transportation	1727 30th Street, Sacramento, CA 95816	Granite Construction	Russ Jensen	(707) 467-4138
2714-CP	Pipeline Rehabilitation 2018 Project	Truckee	6, 8, 15	1733	Nov-18	Truckee Sanitation District	12304 Joerger Drive, Truckee, CA 96161	Truckee Sanitation District	Sarah Bergeron	(530) 550-3112
2716-CP	Planada 12" CVC/CIPP	Planada	12	235	Sep-18	Planada Community Services District	103 Live Oak St., P.O. Box 905 Planada CA 95365	Planada Community Services District	Daniel Chavez	(209) 382-0213
2719-CP	City of Rio Vista 2018 Water & Sewer CIPP Project	Rio Vista	6, 8	3995	Oct-18	City of Rio Vista	One Main St., Rio Vista, CA 94571	Northern Pacific Corp.	Cindy Orme	(707) 939-0595
2723-CP	2018 Water & Sewer Repair and Replacement Project	Woodland	6, 8, 15, 18	5351	Oct-18	City of Woodland	300 First St., Woodland, CA 95695	Civil Engineering Construction, Inc.	Michael Hogan	(916) 652-9884
2725-CP	CSA 79 Green Valley Lake Intercept Slip Lining Repairs	San Bernardino	10	790	Nov-18	San Bernardino County Special Districts	222 W. Hospitality Lane, San Bernardino, CA 92415	San Bernardino County Special Districts	Carlos Martinez	(909) 386-8639
2732-CP	1050 Page Mill Road	Palo Alto	8	75	Nov-18	Leland Starford Jr. University Board of Trustees	3160 Porter Dr., Palo Alto, CA 94304	Preston Pipelines	Anthony Mohn	(408) 262-1418
2733-CP	Caltrans RT 108 & 132 - Stanislaus County - 10JW9014	Riverbank	12	160	Dec-18	California Department of Transportation	1727 30th Street, Sacramento, CA 95816	FBD Vanguard Construction, Inc.	Mike Wright	(925) 245-1300
2743-CP	E Street Utility Repair	Eureka	6	450	Feb-19	City of Eureka	830 Hillme Dr., Eureka, CA 95503	Wahlund Construction, Inc.	Ryan Wahlund	(707) 268-0150
2744-CP	Sanitary Sewer Rehabilitation Package 2 - CIPP Rehabilitation	Bakersfield	8	732	Feb-19	North of River Sanitary District	204 Universe Ave, Bakersfield, CA 93308	North of River Sanitary District	Jeane Hill	(661) 616-5900
2746-CP	2019 CIPP Sewer Rehabilitation Project	Sonora	6, 8, 10	4654	Mar-19	Tuolumne Utilities District	18885 Nugget Blvd, Sonora, CA 95370	Tuolumne Utilities District	Makayla Dillon	(209) 532-5536
1208-CP	Pipe Lining	Georgetown	12, 15, 18	170	Nov-16	Georgetown Divide P.U.D.	6425 Main Street, Georgetown, CA 95634	Georgetown Divide P.U.D.	Marty Ceirante	(530) 333-4356

**CIPP Nor Cal Pipeline Services**

Job Number	Project Name	Location	Pipe Diameter	Length	MM-YR Completed	Owner	Owner Info	Customer	Contact Name	Phone Number
1212-CP	Eureka St., Grand View Ave. & Mangalaise Ave. Pavement Renovation	San Francisco	12	212	Nov-16	City of San Francisco	1 Dr Carlton B Goodlett Pl, San Francisco, CA 94102	Con-Quest Contractors, Inc.	Ashley Hall	(415) 206-0524
1233-CP	Callistoga Elementary School - CIPP 24" SD Line	Callistoga	24	87	Dec-16	Callistoga Joint Unified School District	1520 Lake Street, Callistoga, CA 94515	Preston Pipelines	Jason Tuslin	(408) 262-1418
1278-CP	Green Valley Rd. - Sewer Repair	Danville	12	90	Jan-17	Pacific Gas & Electric Company	245 Market Street, San Francisco, CA 94105	Precision Engineering	Finbar Brody	(415) 621-4882
1281-CP	South Pocket I & I Sewer Reduction	Sacramento	6, 10	3702	Jan-17	City of Sacramento Department of Utilities	1395 35th Ave, Sacramento, CA 95822	City of Sacramento Department of Utilities	Gary Gulseth	(916) 808-1412
1307-CP	Construction of State Highway in Alameda-Caltrans Project No. 04-1SSA44	Alameda	15	675	Feb-17	California Department of Transportation	1727 30th Street, Sacramento, CA 95816	Quimu Contracting, Inc.	Miguel Quiroz	(707) 693-0289
1309-CP	Caltrans Livingston Onramp-District 10 Project # 10-1H190	Livingston	18	110	Feb-17	California Department of Transportation	1728 30th Street, Sacramento, CA 95816	Hensley's Paving & General Engineering, Inc.	Daniel Dooley	(209) 874-9710
1790-CP	Alla Street Pavement Rehabilitation	Gonzales	6, 8	960	Oct-17	City of Gonzales	147 Fourth Street Gonzales, CA 95926	Granite Construction	Steve Waller	(408) 327-7000
1320-CP	2015 Sanitary Sewer Rehabilitation Project No. M15005	Stockton	8	1888	Feb-17	City of Stockton	425 N. El Dorado Street Stockton, CA 95207	McFadden Construction	Dustin Kelterfing	(209) 478-7407
1321-CP	8359-Sanitary Sewer Repairs 2016-17 Package III	San Jose	6, 8, 10, 12, 14, 24, 41.5	1,244,415	Oct-17	City of San Jose	200 E. Santa Clara St. San José, CA 95113	City of San Jose	Averill Salonga	(408) 535-6296
1368-CP	Various Locations No. 24 Pavement Renovations	San Francisco	12	487	Mar-17	San Francisco Public Works	1155 Market St, San Francisco, CA 94103	Shaw Pipeline, Inc.	Andrew Mellon	(415) 337-0190
1377-CP	PG&E Richmond SC-Sewer Lateral Rehabilitation	Richmond	4, 6	1198	Mar-17	Pacific Gas & Electric Company	1100 S 27th Street, Richmond, California 94804	Roebbelen Contracting	Bevedine Cossey	(916) 939-4000
1418-CP	WW-631 Crocker, Amazon/Excelsior/Ingleside Districts	San Francisco	10, 12	97	Apr-17	San Francisco Public Works	1155 Market St, San Francisco, CA 94103	Precision Engineering	Finbar Brody	(415) 621-4882
1437-CP	Sewer Improvement Plans-Ramona Blvd/Valley Blvd/Johnson Ave	El Monte	8	100	Apr-17	City of El Monte	11333 Valley Boulevard El Monte, CA 91731	Milke Pflich and Sons, Inc.	Lance Laven	(626) 813-1700
1449-CP	2017 Collection System Rehabilitation Project	Napa	6, 8, 10, 16	15528	May-17	Napa Sanitation District	1515 Soscol Ferry Rd, Napa, CA 94558	K. J. Woods Construction, Inc.	Chris Reilly	(415) 759-0506
1464-CP	City of Lincoln - East 5th Street Sewer and Water Main	Lincoln	6	471	May-17	City of Lincoln	600 6th St, Lincoln, CA 95648	McGuire & Hester	Jerry Hasty	(510) 632-7676
1494-CP	Napa Park Homes Rehab	Napa	8	302	May-17	Harriman Kinyon Architects, Inc.	1801 Oakland Blvd, Suite 302 Walnut Creek, CA 94596	Sunseri Construction	Nyles Armstrong	(530) 891-6444
1553-CP	Woodland 2017 Lateral Lining Project	Woodland	4	1200	Jun-17	City of Woodland	300 First Street Woodland, CA 95695	City of Woodland	Sherry Kimura	(530) 661-5800
1580-CP	Beale AFB - Repair Utilities Mountain View	Beale AFB	6	175	Jul-17	Beale AFB	24112 A Street, Beale AFB, CA, 95903	North Star Construction & Engineering, Inc.	Andrew Drumheller	(530) 870-8796
1588-CP	Placer County Fairgrounds Renovation & Site Improvements - Phase 1A	Roseville	6	600	Jul-17	City of Roseville	311 Vernon St Roseville, California 95678	Teichert Construction	Casey Kodel	(916) 645-4856
2783-CP	Caltrans 03-1E0604-HWY 70	Yuba County	24, 30	275	Nov-19	Caltrans	1727 30th St, 4th Floor, Sacramento, CA 95816	MCM Construction	Eric Graff	(916) 334-1221
2014-081CP	Crenshaw/LAX Transit Corridor Project	Inglewood	8, 10, 12, 15	1128	Nov-19	City of Los Angeles	1 Gateway Plaza, Los Angeles, CA 90012	Walsh/Shea Corridor Constructors	Ben Baker	(310) 431-3300
1683-CP	Plum/Pear Sewer Project	Ventura	15	303	Sep-17	Carpinteria Sanitary District	5300 6th St, Carpinteria, CA 93013	Blois Construction, Inc.	Dan Elzy	(805) 331-1432
2764-CP	Midcoast Project-Balboa Ave 15-Inch Sewer CIPP Lining	San Diego	15	248	Nov-19	Mkd-Coast Transit Constructors	4890 Executive Drive, Suite 100, San Diego, CA 92121	SRK Engineering	Mark Goldberg	(760) 497-1930
2753-CP	2019 Cured-In-Place-Pipe (CIPP) Project	Fort Bragg	6, 8, 12	5697	Jul-19	City of Fort Bragg	416 N. Franklin, Fort Bragg, CA 95437	City of Fort Bragg	Diane O'Connor	(707) 961-2823
2771-LL	Upper Lateral Rehab. Pilot Program	Napa	4	234	Oct-19	Napa Sanitation District	1515 Soscol Ferry Rd, Napa, CA 94558	Napa Sanitation District	Karl Ono	(707) 258-6013
2746-CP	2019 Sewer Rehabilitation Project	Sonoma	6, 8, 10	4654	May-19	Tuolumne Utilities District	18885 Nugget Blvd., Sonoma, CA 95370	Tuolumne Utilities District	Makayla Dillon	(209) 532-5536
2759-CP	Walnut Ave. Rule 20A	Winton	8	808	Oct-19	Winton Water & Sanitary Sewer District	6951 N Winton Way, Winton, CA 95388	Winton Water & Sanitary Sewer District	Spence Supinger	(209) 723-2066
2760-CP	Soquel High School Modernization Project Phase I	Santa Cruz	4, 6	2518	Apr-20	Santa Cruz City Schools	405 Old San Jose Road, Santa Cruz, CA 95060	Granite Rock Company	Spencer Wright	(831) 769-2719
2764-CP	Midcoast Project- Balboa Ave Sewer CIPP Lining	San Diego	15	248	Nov-19	Mkd-Coast Transit Constructors	4890 Executive Drive, Suite 100, San Diego, CA 92121	SRK Engineering	Mark Goldberg	(760) 294-4012
2765-CP	Palou Ave. Improvements	San Francisco	18	26	Jul-19	City & County of San Francisco, Dept. of Public Works	1155 Market St, San Francisco, CA 94103	D'Arcy & Hartly Construction, Inc.	Maeve Tuite	(415) 822-5200
2766-CP	Caltrans 03-1G4504-Construction on State Hwy 32	Glenn County	24	51	Oct-19	California Department of Transportation	703 B Street, Marysville, CA 95901	Roll N Rock Construction	Bonnie Heile	(530) 925-1408

**CIPP Nor Cal Pipeline Services**

Job Number	Project Name	Location	Pipe Diameter	Length	MM-YR Completed	Owner	Owner Info	Customer	Contact Name	Phone Number
2768-CP	The Watermark @Napa Valley -8-inch CIPP Lining	Napa County	8	530	Oct-19	Napa Property Owner, LLC	4055 Solano Avenue, Napa, CA 94558	Deacon Construction	Bryan Holt	(916) 969-0900
2773-CP	Storm Drain Cleaning and Repair	Berkeley	16,21	465	Dec-19	The Regents of the University of California	Irvine, CA 92697	GroundLevel Construction, Inc.	Bryan Lee	(925) 446-6084
2780-CP	24-inch Culvert Lining - State Highway 108 - Tuolumne County -10A2094	Tuolumne County	24	100	Oct-19	State of California Dept. of Transportation	1727 30th Street MS-65, Sacramento, CA 95816	Ella	Bob Legg	(925) 575-4433
2782-CP	Bay Point Sewer Repairs Phase IV	Bay Point	6, 8	2069	Mar-20	Delta Diablo	2500 Pittsburg-Antioch Highway, Antioch, CA 94509	Ranger Pipelines	Noel Gallagher	(415) 527-8869
2783-CP	Construction On State HWY 70 in Yuba Co. Near Marysville-03-1E0604	Yuba County	24, 30	310	Nov-19	Transportation, District 3 Headquarters	703 B Street, Marysville, CA 95901	MCM Construction	Eric Graff	(916) 334-1221
2784-CP	Primary Sedimentation Expansion and Improvements (CIP-17-P004)	Pleasanton	6	33	Oct-19	Dublin San Ramon Services District	7035 Commerce Circle, Pleasanton, CA 94568	Anderson Pacific Engineering Construction, Inc.	Kevin Anderson	(408) 970-9900
2786-CP	24-Inch Trenchless Pipe Repair	Santa Clara	24	250	Nov-19	Agilent Technologies, Inc.	5301 Stevens Creek Blvd., Santa Clara, CA 95051	California Climate Systems	Anthony Goodell	(209) 535-8156
2787-CP	Rio Linda III Reduction Project - Main Line Lining	Sacramento Cou	6,8	4823	Mar-20	Sacramento Area Sewer District	10060 Goethe Road, Sacramento, CA 95827	Sacramento Area Sewer District	Lamont Bufford	(916) 875-0121
2788-CP	Broadway Road Public Sewer Replacement	Belmont	8	595	Dec-19	Belmont Holes, LLC c/o OTO Development, LLC	100 Dunbar Street, Suite 402, Spantamburg, SC 29306	Preston Pipelines	James Ghist	(408) 262-1418
2798-CP	2019 Water & Sewer CIP	Rio Vista	6,8,18	2052	Jun-20	City of Rio Vista	1 Main Street, Rio Vista, CA 94571	Warren E. Gomes Excavating, Inc.	Warren Gomes	(707) 374-2881
2801-CP	Hyatt Place & Hyatt House San Jose Airport	San Jose	12,15	200	Jan-20	San Jose Hotel Partners, LLC.	150 North Riverside Plaza, Chicago, IL 60606	San Jose Hotel Partners, LLC.	Mike Frey	(316) 640-1005
5000-CP	Various Location Pavement Reno. #95 and Sewer Replacement	San Francisco	12	773	Jan-21	City & County of San Francisco, Dept. of Public Works	1165 Market Street, 4th Floor, San Francisco, CA 94103	K.J. Woods Construction, Inc.	Ron Zeiaya	(510) 303-9591
5007-CP	Lining of Sewer Mains & Manholes	Redwood Valley	8	2633	Jun-20	Redwood Valley Little River Band of Pomo Indians	3250 Road I, Redwood Valley, CA 95470	Redwood Valley Little River Band of Pomo Indians	Mary Camp	(707) 485-0361
5017-CP	Mosquito Road Stabilization Project-Phase I	Placerville	8	1400	Jun-20	City of Placerville	3101 Center Street, Placerville, CA 95667	C.E. Cox Engineering, Inc.	Cliff Cox	(916) 995-1959
5019-CP	Brookside North Storm Pump Station Discharge Pipe Rehabilitation	Stockton	24	240	Sep-20	City of Stockton Municipal Utilities Department	2500 Navy Drive, Stockton, CA 95206	City of Stockton Municipal Utilities Department	Ali Gharegozloo	(209) 937-8787
5022-CP	9223 Sanitary Sewer Repairs FY 2019-2020 Package II	San Jose	6,8	12,708	Jan-21	City of San Jose, Department of Public Works	200 East Santa Clara Street, 5th Floor, San Jose, CA 95113	City of San Jose, Department of Public Works	Lorimer Anchetta	(408) 975-7388
5024-CP	Danville Sewer Renovations Phase 3	Danville	8, 10	2619	Dec-20	Central Contra Costa Sanitary District	5019 Imhoff Place, Martinez, CA 94553	Cratus, Inc.	Keith Sammon	(415) 619-2466
5029-CP	Emergency Culvert Repair -Storm Drain Repairs	Felton	24	100	Jul-20	Caltrans	140 Dubois Street, Suite E, Santa Cruz, CA 95060	Top Tier Grading LLC	Joel Jimenez	(831) 789-9263
5031-CP	Caltrans 03-1G5404-VL Colusa and Glenn Counties	Colusa County	24	89	Aug-20	Caltrans	1727 30th Street, Sacramento, CA 95816	Roll N Rock Construction	Brian Heile	(530) 925-1408
5032-CP	Arcade Creek Park ML Lining	Sacramento	24	164	Jul-20	Sacramento Area Sewer District	10060 Goethe Road, Sacramento, CA 95827	Sacramento Area Sewer District	Lamont Bufford	(916) 875-0121
5043-CP	American River Common Features 2016-Sacramento River East Levee Contract 1	Sacramento	24	550	Feb-21	United States Army Corps of Engineers	1325 J Street, Sacramento, CA 95814	Maloney/Odin JV	Alana Blamayat-Forney	(916) 251-5506
5046CP	Santa Cruz 2019 Storm Sewer Rehab July 2020	Santa Cruz	6" to 42"	5200	Nov-20	City of Santa Cruz	809 Center Street Santa Cruz, CA	City of Santa Cruz	Dave Glucis	(831) 420-5194
5053-CP	2020 Annual Pavement Rehabilitation	Orinda	18	490	Dec-20	City of Orinda, Director of Public Works	22 Orinda Way, Orinda, CA 94563	Bay Cities Paving & Grading, Inc.	Dave Pezel	(925) 446-6007
5056-CP	City of Eureka Sewer Improvements	Eureka	8,14,15,16	2285	Dec-20	City of Eureka	531 K Street, Eureka, CA 95501	Mercer-Frazer Company	Mark Benzinger	(707) 443-6371
5057-CP	Sutter in Calaveras Discharge Pipe	Stockton	15	102	Oct-20	City of Stockton	2500 Navy Drive, Stockton, CA 95206	City of Stockton	Dameon Flores	(209) 937-8649
5058-CP	12" WWTP Sewer Rehab	Modesto	12	50	Sep-20	City of Modesto	1010 10th Street, Modesto, CA 95354	Overra Construction	Ted Doby	(510) 719-1260
5059-CP	Route 147 @ Various Locations	Lake Almador	36	53	Oct-20	Cal Trans	703 B Street, Marysville, CA 95901	Robert J. Frank Construction, Inc.	Joseph Frank	(530) 222-1408
5060-CP	Yolo - Caltrans Various Locations Sewer Rehab Morgan Creek - August 2020	Yolo County	24	1000	Oct-20	Kevin Brink Authority	20501 Chipeta Way, Redding, CA 96003	Morgan Creek Construction	Kevin Brink	(530) 275-5534
5065-CP	Sacramento Water Auth Outfall Rehab	Sacramento	24	80	Oct-20	Sacramento County Water Authority	9660 Ecology Ln, Sacramento, CA	Sacramento County Water Authority	Adam Wilkinson	(916) 875-4284
5071CP	Rio Del Mar Sewer Rehabilitation Project	Rio Del Mar	6	162	Dec-20	Santa Cruz County Sanitation District	701 Ocean Street, Santa Cruz, CA 95060	KJ Woods Construction, Inc.	Ian Daly	(415) 872-2085
5074CP	Sewer Main Emergency Project -Failed Sewer Line 21 Inch CIPP Sept. 2020	Fort Bragg	21	600	Nov-20	City of Fort Bragg	416 N. Franklin Street, Fort Bragg, CA 95437	Wahlund Construction, Inc.	Ryan Wahlund	(707) 268-0150



Nor-Cal Pipeline Services

Job Number	Project Name	Location	Manhole Quantity	MM-YR Completed	Owner	Owner Info	Customer	Contact Name	Phone Number
2702-MH	2018 Sewer MH Rehab Project	Jackson, CA	8	Sep-18	City of Jackson	33 Broadway, Jackson, CA	Weber, Ghio & Associates	Matt Ogilvie	209-754-1824
2705-MH	Marylind Drive MH Coating	Milpitas, CA	1	Aug-18	City of Milpitas	City of Milpitas	Fermin Sierra Construction, Inc.	Francisco Sierra	510-784-8376
2713-MH	Vt. No.28 Pavement Renovation	San Francisco	4	Nov-18	San Francisco	City and County of San Francisco	Darcy & Harty Construction, Inc.	Willie Tobin	415-822-5200
2722-MH	Lennar Mare Island Manhole Coating	Mare Island	5	Oct-18	Mare Island	Mare Island	Dun-Rite Excavating, Inc.	Dylan Graisinger	925-458-0780
2728-MH	The Villages at Sierra Vista, Phase 1	Roseville	15	Jan-19	City of Roseville	City of Roseville	Marques Pipeline, Inc.	Jason Anderson	916-560-8456
2729-MH	Culter Ave Sewer Replacement WW-811	San Francisco	3	Nov-19	San Francisco	City and County of San Francisco	JOB & Sons Construction, Inc	James Buike	415-834-5756
2738-MH	Vt. Sewer Replacement and Reno. #3	San Francisco	10	Nov-19	San Francisco	City and County of San Francisco	Shaw Pipeline, Inc.	Gavin Teague	415-337-0190
2748-CP	Alemay Blvd. Infrastructure Improvements	San Francisco	5	Jan-21	San Francisco	City and County of San Francisco	Darcy & Harty Construction, Inc.	Willie Tobin	415-822-5200
2741-MH	Basin 1A Collection System Improvements	San Francisco	1	Sep-19	San Mateo	San Mateo	Cratus, Inc.	Liam Finnegan	415-559-1163
2751-MH	Manhole Rehabilitation OPUD	Oliverhurst	2	Jun-19	Oliverhurst	City of Oliverhurst	City of Oliverhurst	Daniel Nielsen	530-743-4657
2767-MH	808-2017 Broadway Manhole Coating	Redwood City	1	Sep-19	Redwood City	Redwood City	Sanco Pipelines	Mauricio Mayora	408-377-2793
2772-MH	Manhole Rehab for Montevale	Scotts Valley	2	Sep-19	Scotts Valley	Scotts Valley	The Trenchless Company	Vince Salas	916-455-4433
2776-MH	2019 Truckee River Siphon Project	Squaw Valley	3	Oct-19	Squaw Valley	Squaw Valley	Cruz Construction Co., Inc.	Eddie Garcia	775-800-9595
2779-MH	Sewer System Manhole Lining	Sutter Creek	36	Aug-20	Sutter Creek	Sutter Creek	City of Sutter Creek	Grant Reynolds	209.223.0381
2781-MH	Lombard Street Vision Zero Coating	San Francisco	2	Oct-19	San Francisco	San Francisco	M Square	Shane McCarthy	(415) 861 6902
2785-MH	Mariposa Emergency Storage Protective Coating	Roseville	4	Oct-19	Roseville	Roseville	Marques General Engineering	Allen Mendez	916-923-3434
2791-MH	Campus Oaks 11 Bay Corridor Transmission & Distribution - Phase 1 - Segment 2	Roseville	1	Nov-19	Roseville	Roseville	Marques Pipeline	Tim Louie	408-564-1834
2796-MH	Repair Manholes & CCTV Inspect Sanitary Sewer Lines	San Francisco	1	Jan-20	San Francisco	San Francisco	A & B Construction	Fabian Riquelme	415-235-9040
2797-MH	Alpine Road Sanitary Sewer Replacement Job	Tuolumne, CA	5	Jan-20	Tuolumne, CA	Tuolumne, CA	Teddi, Inc	Doug Robinson	209-206-8311
3610-MH	1Cityline - Flats Phase II	Menlo Park, CA	1	May-20	Menlo Park, CA	Menlo Park, CA	Ranger Pipelines Inc.	Robert O'Donovan	415 538 6587
5001-MH	Manhole Lining 16'	Sunnyvale	2	Feb-20	Sunnyvale	Sunnyvale	Precision Pipelines, Inc	Phillip Ferry	408-209-9590
5003-MH	Walanga Road Over Dry Creek Bridge Replacement	Georgetown	1	Jan-20	Georgetown	Georgetown	Georgetown Divide Public Utility District	Adam Brown	530-333-4356 ext. 110
5004-MH	Manhole Lining 16'	Roseville	7	Mar-20	Roseville	Roseville	Lamon Construction Co., Inc	James Young	916-827-6457
5005-MH	Fiddymont Ranch Phase 21	Roseville	4	Feb-20	Roseville	Roseville	Marques General Engineering	Aaron Brown	916-202-0754

Job Number	Project Name	Location	Manhole Quantity	MM-YR Completed	Owner	Owner Info	Customer	Contact Name	Phone Number
5014-MH	Geary Rapid West of Van Ness Surface Contract No. 1000009388	San Francisco	4	May-20	San Francisco	San Francisco	JDB & Sons Construction Inc.	Kenneth Cormican	415-609-3135
5015-MH	Los Carnos - Manhole Coating	Rocklin	6	Apr-20	Rocklin	Rocklin	Marques GE	Warren Rhodes	916-502-8712
5020-MH	Pistachio Park in Roseville - MH Lining	Roseville	1	Jun-20	Roseville	Roseville	Preston Pipelines	Jason Tuslin	916-870-8485
5028-MH	Creekview- Phase 1	Roseville	7	Jun-20	Roseville	Roseville	Teichert	Nicholas Uyeda	916-751-9878
5047-MH	Geary Blvd Sewer & Water Improvements - WW-474R	San Francisco	1	Aug-20	San Francisco	San Francisco	JMB CONSTRUCTION, INC.	Tom Carroll	(415) 740-0287
5048-MH	City Place & Early Access - 48" Diameter Manhole Coating	Santa Clara	1	Jul-20	Santa Clara	Santa Clara	Preston Pipelines	Seamus Armanino	(408) 202-1994
5049-MH	City of San Carlos - 2019 Sewer Rehabilitation	San Carlos	1	Aug-20	San Carlos	San Carlos	Stobetzki & Gonzalez, Inc.	Mark Stobetzki	415-899-3421
5050-MH	Santa Clara Valley Transportation Authority US 101-Blossom Hill	San Jose	2	Sep-20	San Jose	San Jose	OC Jones & Sons	Cole Wells	925-595-9130
5052-MH	Campus Oaks Phase II	Roseville	2	Jul-20	Roseville	Roseville	Star-Ray Pipeline, Inc.	RJ Slamett	916-337-9084
5051-MH	Sierra Vista - Phase 1A - Infrastructure - Offsite Sewer & Water - MH Coating	Roseville	11	Aug-20	Roseville	Roseville	Marques General Engineering	Brandon Bell	530-210-9468
5062-MH	Stanford Lakehouse Sanitary Sewer Pumphouse Project	Palo Alto	1	Aug-20	Palo Alto	Palo Alto	Preston Pipelines	Morgan Sommer	(408) 984-0551
5064-MH	Fortinet Campus Redevelopment Phase 1	Sunnyvale	3	Sep-20	Sunnyvale	Sunnyvale	Preston Pipelines	Doug Kanaya	(408) 479-1434
5069-MH	Creekview-Phase 1-Villages	Roseville	4	Oct-20	Roseville	Roseville	Teichert	Nicholas Uyeda	916-751-9878
5070-MH	Campus Oaks Town Center/Earl Rush Drive Manhole Coating	Roseville	1	Oct-20	Roseville	Roseville	Marques General Engineering	Dan Garcia	650-224-0635
5075-MH	River Oaks North Village 1	Olivehurst	8	Oct-20	Olivehurst	Olivehurst	Marques General Engineering	Aaron Brown	916-202-0754
5077-MH	2005-Sierra Vista Village JH-20B Phase 2 - Manhole Coating	Roseville	2	Oct-20	Roseville	Roseville	Marques General Engineering	Aaron Brown	916-202-0754
5079-MH	Georgetown Manhole Lining	Georgetown	2	Jan-20	Georgetown	Georgetown	Georgetown Public Utilities District	Adam Brown	530-333-4356 ext. 110
NC00006-MH	Fiddymt MH Cone Rehab	Roseville	6	Oct-20	Roseville	Roseville	Teichert	Jeremy Coloretti	279-900-7024
5055-CP	9466 - Sanitary Sewer Repairs FY 2019-2020	San Jose	23	Mar-21	City of San Jose	Department of Public Works	City of San Jose	Monique Sico	(408) 535-8812
NC00006	Fiddymt MH Cone Rehab	Roseville	9	Mar-21	City of Roseville	Roseville	Teichert	Jeremy Coloretti	279-900-7024
NC00015	Westbrook Blvd MH Rehab	Roseville	6	Apr-22	City of Roseville	Roseville	Teichert	Nicholas Uyeda	916-845-4813
NC00023	Manhole Rehab Project 2021	Truckee	8	Oct-21	Truckee	Truckee	Truckee Sanitation District	Sarah Bergerson	530-587-3804
NC00024	Eureka Grove-MH	Granite Bay	1	Jul-21	Granite Bay	Eureka Grove	Marques General Engineering	Kevin Rowe	916-569-3487
NC00032	Fiddymt Ranch PH3 Village F-10	Roseville	1	Aug-21	Roseville	Roseville	Marques General Engineering	Rob Mills	916-569-8487
NC00034	PW Harrison Street Improvement Project	San Francisco	4	Mar-22	San Francisco	San Francisco	A. Ruiz Construction	Tony Ruiz	415-559-0415

Job Number	Project Name	Location	Manhole Quantity	MM-YR Completed	Owner	Owner Info	Customer	Contact Name	Phone Number
NC00041	New Montgomery Street Improvement	San Francisco	27	Aug-22	San Francisco	San Francisco	Darcy Herfy	Willie Tobin	415-728-3052
NC00071	East Bliithedale Rehab Project	Mill Valley	3	Jun-22	Mill Valley	Mill Valley	Argonaut Construction	Jeanine Clary	707-542-3210
NC00083	MH Rehab-Brady Vineyards Blvd.	Roseville	2	Jun-22	Roseville	Roseville	Marques General Engineering	Daniel Garcia	916-923-3434
5035MH	19th Avenue Improvement Project	San Francisco	29	Nov-22	San Francisco	San Francisco	JMB CONSTRUCTION, INC.	Gearold Crowe	650-267-5300
NC00091	Sierra Vista Phase 2 Backbone	Roseville	18	Dec-22	Roseville	Roseville	Marques General Engineering	Casey Kodat	916-813-6317
NC00098	U-Haul Project MH Rehab	Roseville	2	Dec-22	Roseville	Roseville	Headwaters Construction	Chris Anthony	916-564-4889
NC00101	61st Street MH Rehab	San Francisco	1	Nov-22	San Francisco	San Francisco	A&B Construction	Alyssa Marquez	510-999-3164





# Memorandum

January 20, 2023

<b>To</b>	Pat Kaspari, MCSD		
<b>Copy to</b>	MCSD Board Members; James Henry, MCSD; Malia Gonzales, GHD		
<b>From</b>	Nathan Stevens	<b>Tel</b>	(707) 267-2204
<b>Subject</b>	MCSD Central Avenue Water and Sewer Rehabilitation Project – Bid Results and Recommendations	<b>Project no.</b>	12560439

The District received three bids bid for the Central Avenue Water and Sewer Rehabilitation Project on January 18, 2023 with the following results:

<b>Contractor</b>	<b>General Subtotal</b>	<b>Water Subtotal</b>	<b>Sewer Subtotal</b>	<b>Total Bid Amount</b>
GR Sundberg, Inc.	\$408,000	\$1,498,325	\$625,950	<b>\$2,532,275</b>
Mercer-Fraser Company	\$410,000	\$1,646,490	\$621,500	<b>\$2,677,990</b>
Wahlund Construction, Inc.	\$460,500	\$1,820,799	\$728,470	<b>\$3,009,769</b>

Based on the results, GR Sundberg, Inc. (GRS) is the apparent low bidder. I have reviewed the responsiveness of their bid and it is complete. In addition, I have contacted references listed in GRS's bid for the cured-in-place pipe (CIPP) lining subcontractor, Nor-Cal Pipeline Services, and the references were all positive. I recommend that the Board of Directors award the contract for the construction of the Central Avenue Water and Sewer Rehabilitation Project to GRS in an amount of \$2,532,275.

I have attached a copy of the complete tabulated bid results to this memo. Please do not hesitate to call me if you have any questions.

Regards

**Nathan Stevens, PE**  
Project Manager

Encl.: Tabulated Bid Results

**Bid Tabulation Results**

**Owner:** McKinleyville Community Services District

**Project Name:** Central Ave Water & Sewer Rehabilitation

**Project Location:** McKinleyville, Humboldt County, CA

**Date of Bid:** 1/18/2023

**Prepared by:** Nathan Stevens

**BASE BID SCHEDULE**

Item No.	Description	Units	Quantity	Mercer-Fraser Company		GR Sundberg		Wahlund Construction		
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
1	Mobilization/Demobilization	LS	1	\$220,000	\$220,000	\$250,000	\$250,000	\$398,000	\$398,000	General
2	Traffic Control	LS	1	\$150,000	\$150,000	\$150,000	\$150,000	\$41,500	\$41,500	
3	Sediment and Erosion Control including Revegetating Disturbed areas	LS	1	\$30,000	\$30,000	\$5,000	\$5,000	\$9,000	\$9,000	
4	Removal and Disposal of Asbestos Cement Pipe	LS	1	\$10,000	\$10,000	\$3,000	\$3,000	\$12,000	\$12,000	
5	Dewatering System / Water Control	LS	1	\$25,000	\$25,000	\$50,000	\$50,000	\$5,000	\$5,000	
6	2" Waterline Modifications	LS	1	\$20,000	\$20,000	\$25,000	\$25,000	\$16,000	\$16,000	Water
7	6" PVC Water Pipe and Fittings	LS	1	\$25,000	\$25,000	\$30,000	\$30,000	\$25,000	\$25,000	
8	8" PVC Water Pipe and Fittings for Water Line 2.0 (Heartwood Drive)	LF	245	\$200	\$49,000	\$165	\$40,425	\$257	\$62,965	
9	10" PVC Water Pipe and Fittings for Water Line 3.0 (Nursery Way)	LF	333	\$330	\$109,890	\$200	\$66,600	\$233	\$77,589	
10	16" PVC Water Pipe and Fittings	LF	2,240	\$390	\$873,600	\$290	\$649,600	\$403	\$902,720	
11	6" Water Gate Valves	EA	9	\$2,200	\$19,800	\$2,300	\$20,700	\$2,900	\$26,100	
12	8" Water Gate Valves	EA	3	\$3,500	\$10,500	\$3,500	\$10,500	\$3,500	\$10,500	
13	10" Water Gate Valves	EA	1	\$6,000	\$6,000	\$5,500	\$5,500	\$4,700	\$4,700	
14	12" Water Gate Valves	EA	1	\$6,200	\$6,200	\$6,250	\$6,250	\$5,100	\$5,100	
15	16" Water Butterfly Valves	EA	7	\$14,000	\$98,000	\$7,650	\$53,550	\$7,275	\$50,925	
16	18" Water Butterfly Valves	EA	2	\$18,000	\$36,000	\$10,000	\$20,000	\$8,000	\$16,000	
17	Connection Assembly at Station 27+52 (near BMW)	LS	1	\$15,000	\$15,000	\$32,000	\$32,000	\$22,000	\$22,000	
18	Connection Assembly near Station 29+53	LS	1	\$15,000	\$15,000	\$17,000	\$17,000	\$20,000	\$20,000	
19	Connection Assembly at Sutter Road	LS	1	\$42,000	\$42,000	\$53,000	\$53,000	\$56,000	\$56,000	
20	Connection Assembly at Central Ave and Heartwood Drive to East	LS	1	\$20,000	\$20,000	\$30,000	\$30,000	\$18,500	\$18,500	
21	Connection Assembly at Heartwood Drive at West End of Water Line 2.0	LS	1	\$8,000	\$8,000	\$5,700	\$5,700	\$3,700	\$3,700	
22	Connection Assembly at Holly Drive	LS	1	\$17,000	\$17,000	\$15,000	\$15,000	\$18,000	\$18,000	
23	Connection Assemblies at Hiller Road	LS	1	\$55,000	\$55,000	\$87,500	\$87,500	\$79,000	\$79,000	
24	1" Water Service Lines	EA	10	\$4,000	\$40,000	\$7,600	\$76,000	\$8,000	\$80,000	
25	Multi-Meter Water Service Lines	EA	11	\$7,500	\$82,500	\$11,000	\$121,000	\$16,000	\$176,000	
26	Fire Hydrant Services	EA	6	\$10,000	\$60,000	\$11,000	\$66,000	\$21,000	\$126,000	
27	Combination Air Valve Assembly (Including Precast Vault)	EA	1	\$13,000	\$13,000	\$17,000	\$17,000	\$19,000	\$19,000	
28	Temporary Sewer Bypass Pumping	LS	1	\$12,000	\$12,000	\$25,000	\$25,000	\$3,200	\$3,200	Sewer
29	Pre-Rehabilitation Closed-Circuit Television (CCTV) Inspection and Pipe Cleaning – Sewer Mains	LS	1	\$15,000	\$15,000	\$13,500	\$13,500	\$15,500	\$15,500	
30	Pre-Rehabilitation Closed-Circuit Television (CCTV) Inspection and Pipe Cleaning – Sewer Service Laterals	EA	24	\$1,000	\$24,000	\$1,000	\$24,000	\$1,150	\$27,600	
31	Set up for Sewer Main Open Cut Section Repairs	EA	5	\$6,200	\$31,000	\$300	\$1,500	\$9,000	\$45,000	
32	Sewer Main Open Cut Section Repairs	LF	50	\$200	\$10,000	\$700	\$35,000	\$350	\$17,500	
33	Set up for Sewer Service Lateral Open Cut Replacement	EA	5	\$5,500	\$27,500	\$300	\$1,500	\$8,550	\$42,750	
34	Sewer Service Lateral Open Cut Replacement	LF	150	\$285	\$42,750	\$300	\$45,000	\$194	\$29,100	
35	Set Up for Chemical Grout Injection into Pipe Cracks	EA	2	\$9,200	\$18,400	\$9,200	\$18,400	\$10,500	\$21,000	
36	Chemical Grout Injection into Pipe Cracks	GAL	20	\$2,000	\$40,000	\$2,000	\$40,000	\$2,300	\$46,000	
37	Set up for Rehabilitation of 4" Sewer Laterals Using Cured-in-Place Pipe Lining Method	EA	24	\$2,700	\$64,800	\$275	\$6,600	\$315	\$7,560	
38	Rehabilitation of 4" Sewer Laterals Using Cured-in-Place Pipe Lining Method	LF	660	\$110	\$72,600	\$110	\$72,600	\$126	\$83,160	
39	Rehabilitation of 6" Sewer Main Using Cured-in-Place Pipe Lining Method	LF	700	\$65	\$45,500	\$65	\$45,500	\$75	\$52,500	
40	Rehabilitation of 8" Sewer Main Using Cured-in-Place Pipe Lining Method	LF	2,015	\$70	\$141,050	\$70	\$141,050	\$80	\$161,200	
41	Rehabilitation of Sewer Manholes	EA	9	\$6,100	\$54,900	\$15,500	\$139,500	\$17,500	\$157,500	
42	Post-Rehabilitation Closed-Circuit Television (CCTV) Inspection and Pipe Cleaning – Sewer Mains	LS	1	\$10,000	\$10,000	\$6,000	\$6,000	\$6,900	\$6,900	
43	Post-Rehabilitation Closed-Circuit Television (CCTV) Inspection and Pipe Cleaning – Sewer Service Laterals	EA	24	\$500	\$12,000	\$450	\$10,800	\$500	\$12,000	
<b>General Subtotal</b>				<b>\$410,000</b>		<b>\$408,000</b>		<b>\$460,500</b>		
<b>Water Subtotal</b>				<b>\$1,646,490</b>		<b>\$1,498,325</b>		<b>\$1,820,799</b>		
<b>Sewer Subtotal</b>				<b>\$621,500</b>		<b>\$625,950</b>		<b>\$728,470</b>		
<b>TOTAL BASE BID AMOUNT</b>				<b>\$2,677,990</b>		<b>\$2,532,275</b>		<b>\$3,009,769</b>		

## McKinleyville Community Services District

### BOARD OF DIRECTORS

February 1, 2023

TYPE OF ITEM: **INFORMATION**

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**ITEM: F.3.A**                      **Finance & Administration – December - January 2023 Report**

**PRESENTED BY:**                **Nicole Alvarado, Finance Director**

**TYPE OF ACTION:**              **None**

### **FINANCIAL, AUDIT, & BUDGET INFORMATION**

The District has \$1,354,379 to date in the Trust Account for the Biosolids Disposal project. Staff has submitted a draw down request to Humboldt County for expenses incurred in FY21-22. A check was received and deposited in January.

Customer adjustments at November month-end total \$0, the annual budget for this sub-item is \$45,000. (GL# 501/551-62120)

Total Board Travel as of November 30th, 2022 is \$10,501 which is 68% of the approved \$15,500 budget for this item. (GL# 001/005/501/551 62090/62155-888)

#### Audit/Budget Update:

The first draft of the Parks/General Fund Capital Projects budget is included as an item for the February Board meeting. The first draft of the Water/ Wastewater Capital Projects budget will be presented in March for review and discussion by the Board. April and May will bring drafts of the Parks/General Fund and Water/ Wastewater operating budgets respectively, with the final budget brought to the Board for approval in June before the start of the new fiscal year.

#### Treasurer's Report Highlights:

Statements reflecting fund balances for County Trust Accounts as of December 31, 2022 were received shortly after the new year. The December property tax distribution has been recorded in the Parks/General Fund and the Measure B Fund. The District receives property tax distributions from the County of Humboldt in December, April, and June each year.

#### Investments and Cash Flow

The Investment and Cash Flow report shows the balances and activity in each major cash account held by the District. The operating accounts are listed first, followed by

each investment account (LAIF, Humboldt County Trust Accounts, the USDA Bond Sinking Fund account, and CalTRUST.) At the end of the report, the total cash and investments from the prior month is listed so users can see the change from month to month. The current month total is also broken down at the very bottom of the page. Cash and Cash Equivalents contains working capital and reserves designated by Board policy. Other legally required cash reserves for various loans are stated and accounted for separately.

## **OTHER UPDATES**

We have a new department name! The Support Services Department is now the Finance & Administration Department. The name was selected by staff to better encompass the full scope of work performed by Department.

Staff has been busy processing end of calendar year reports this includes creation and distribution of 1099s to vendors and W2s to employees. The 2021-2022 Special District's Financial Transaction Report has been completed and will be sent to the State Controller's Officer by January 31, 2023.

The Audit & Finance Committee met on January 17th to discuss a funding policy, investment risk level, and agreements to set up a Section 115 Trust for other post-employment benefits (OPEB). The creation of a Section 115 Trust is included as an item for the February Board meeting.

Attachment 1 – Audit & Finance Committee Notes January 17<sup>th</sup>

Monday, January 17, 2023  
4:00 p.m.  
Audit and Finance Meeting  
NOTES

**Members Present:** James Biteman, Greg Orsini

**Staff Present:** Nicole Alvarado, Pat Kaspari, April Sousa

**Meeting Called to Order at 4:00 p.m.**

### **Public Comment**

- None

### **Establish Section 115 Trust for Other Post-Employment Benefits (OPEB)**

Finance Director Nicole Alvarado reviewed the agenda item and the discussion from December 12, 2022.

- It was noted that 25% of MCSD Workforce will be eligible for retirement within the next 10 years.
- Options and investment strategies were reviewed and discussed.
- The benefits of setting up the Section 115 Trust were reviewed. These included higher returns in the long term, reduced unfunded liabilities and improved financial reporting.
- It was noted that once the money is established within the Section 115 Trust, they become restricted funds.
- Currently, reserves for OPEB are at 43% funded.
- The committee discussed funding strategies. Currently there is \$2.9 million in the reserves. Staff suggested setting up the Section 115 Trust with \$2.5 million and leaving \$400,000 in the current reserves fund.
- Finance committee agreed to the following to be recommended to the Board:
  - 60% funding level target,
  - Initial Transfer of \$2.5 M,
  - Initial contribution of "Pay Go" amount with additional funds to be determined through the budget process annually,
  - To be reviewed annually,
  - Investment Strategy to use – Strategy 3 – more conservative, expected return of 5%, risk 8.4%.
- The committee will review the staff note prior to the February Board meeting, when this item will go to the Board for approval.

**Adjourn – 5:29 p.m.**

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# McKinleyville Community Services District

## BOARD OF DIRECTORS

February 1, 2023

TYPE OF ITEM: **INFORMATION**

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**ITEM: F.3.B**                      **Operations Department – December / Jan. 2023 Report**

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

**TYPE OF ACTION:**              **None**

### **Water Department:**

#### **Water Statistics:**

The district pumped 39.4 million gallons of water in December. Seven water quality complaints were investigated and rectified. Daily, weekly and monthly inspections of all water facilities were conducted.

#### **Double Check Valve Testing:**

Annual routine testing was not conducted in December. December is reserved for the annual calibration of the DCV testing equipment. Retests were completed after the equipment was shipped back to the District.

#### **Average and Maximum Water Usage:**

The maximum water usage day was 1.4 million gallons and the average usage per day was 1.3 million gallons.

#### **Water Distribution Maintenance:**

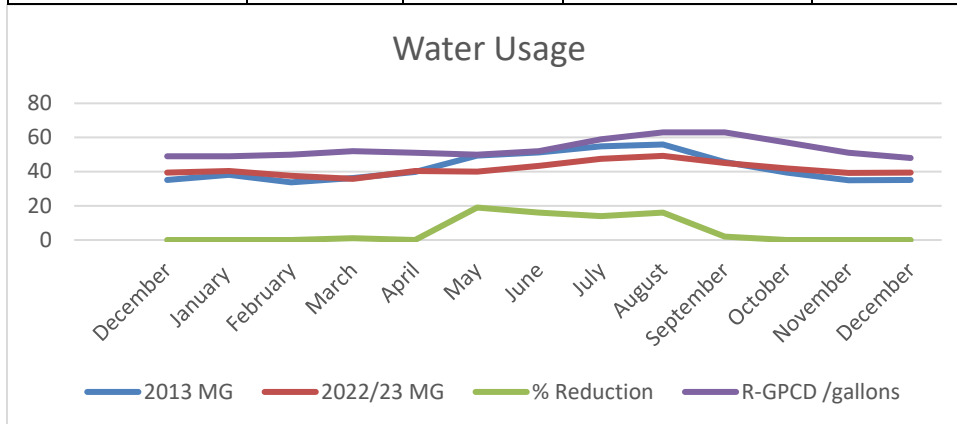
Weekly Bacteria Samples were collected on Schedules 1,2,3 and 4 which represent different locations in the water distribution system. The schedules are made up of a sample taken in each pressure zone. Several meter boxes were raised or adjusted due to settling and meter box resting on the meter. This was noticed during the semi-annual meter box inspections.

#### **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. Several facilities were inspected numerous times for storm related damages and debris clean up. No major damages were found. Several hours were logged on the generator and the District has submitted reimbursement for fuel and labor costs associated with the power outage. The site tube was replaced at the Blake pumping station due to wear and tear. Mowing and cleaning was completed at the North bank pump station. The photo control was replaced at the Cochran tank site due to outside lights not functioning properly.

As of July 2014, the District is required to submit a Public Water Monthly Monitoring Report to compare water usage to last year's usage in the same month. I will keep the Board updated each month using the Table below.

	<b>2013 (MG)</b>	<b>2022/23 (MG)</b>	<b>% Reduction</b>	<b>R-GPCD</b>
<b>December</b>	35.203	39.371	(-11)	49
<b>January</b>	38.241	40.314	(-6)	49
<b>February</b>	33.751	37.674	(-11)	50
<b>March</b>	36.244	35.798	1	52
<b>April</b>	39.755	36.072	10	49
<b>May</b>	49.407	40.019	19	50
<b>June</b>	51.337	43.312	16	52
<b>July</b>	54.757	47.464	14	59
<b>August</b>	55.908	49.252	16	63
<b>September</b>	45.702	45.118	2	63
<b>October</b>	39.439	41.856	(-6)	57
<b>November</b>	34.879	39.227	(-12)	51
<b>December</b>	35.203	39.420	(-11)	48



R-GPCD = Residential Gallons Per Capita Day



**New Construction Inspections:**

Midtown Court Tract: Plans were reviewed, and plan check fees have been paid. This project has not started yet. Washington Estates: Contractor has installed Sewer mains and manholes per MCSD Specifications. Water mains and services have been installed and testing is pending on other utilities being installed.

**Sewer Department:****WasteWater Statistics:**

28.8 million gallons of wastewater were collected and pumped to the WWMF. 32.9 million gallons of wastewater were treated and discharged to land disposal or reclamation in December.

**Sewer Station Maintenance:**

Monthly inspections and daily routines were conducted on all sewer stations. Wet well washing was completed at Letz and Kelly stations. This is done quarterly to remove grease from the well and preventing rags from being sucked into the pumps and causing pump failure. The washing also helps eliminate hydrogen sulfide build-up on the walls which can eat away at the concrete casing. U-joints were replaced on the Fischer station pump 3 driveline due to worn joint causing vibration. Several sewer facilities were inspected numerous times for storm related damages and debris clean up. No major damages were found. Several trees were removed by a licensed tree faller due to leaning and jeopardizing the Letz station. Several hours were logged on the generators and the District has submitted reimbursement for fuel and labor costs associated with the power outage. Letz pump 3 was found to be logging higher hours during the daily station pump hour observation. Staff found that the pump was full of rags. Rags were removed and pump was placed back into service. The vacuum and pressure lines at the Kelly package station were replaced due to cracking noted during the monthly inspections. The semi-annual expansion joint inspections were completed at all sewer facilities. Joints are checked for cracks and wear. The air relief for pump 3 at the Letz station was repaired due to sucking air and causing the pump to lose prime. Vacuum and pressure lines were replaced at the Kelly station due to wear and tear that was noticed during the monthly inspections.

**Sewer Collection System:**

Grease traps were inspected at required facilities. Customers that are out of compliance were notified to have their traps pumped and possibly shorten their pumping schedule. Staff has been monitoring the sewer flow in manholes using the Smartcover flow totalizers. This data will be compared to the dry weather flow to try locating areas where inflow and infiltration is entering the sewer mains. These devices will be moved around to selected manholes during the winter. Manhole inspections continue. Staff will be monitoring flow and conditions and logging the data into the online portal that was designed for the inspections. The mapping portal helps identify manholes needing inspections, along with repairs needed. Another sewer plug was reported by the same person on Little Cinder. Staff arrived, ran the camera up the line and showed the customer that the issue is coming from her lateral.

### **Wastewater Management Facility:**

Daily and weekly maintenance continues at the treatment plant to perform required service on the equipment. The chlorine contact basin was drained and cleaned as part of the quarterly maintenance. This helps eliminate algae growth on the walls which can affect the disinfection process. The annual rebuild of the SO<sub>2</sub> and CL<sub>2</sub> vacuum regulators was completed as part of the maintenance program. During the rebuild, all gasket material is replaced to help eliminate possible leaks. The semi-annual calibration of the SO<sub>2</sub> and CL<sub>2</sub> sensors was completed.

### **Daily Irrigation and Observation of Reclamation Sites:**

Discharge has been going to River since early December. Staff has been clearing out the yellow storage building at the Pialorsi Ranch to make room for storing materials.

### **Street Light Department:**

There were no streetlight complaints in December. There are 4 pending issues that are waiting on PG&E. These issues were scheduled for repairs but didn't take place due to the earthquake and storm events.

### **Promote Staff Training and Advancement:**

Weekly tailgate meetings and training associated with job requirements. Staff received training on the ABC's of safety, Avoiding Slips Trips and Falls, Avoiding Arc Flashes and Asbestos training.

### **Special Notes:**

Monthly river samples were completed.  
Monthly Self-Monitoring Reports (DMR/SMR) were submitted.  
Public Water Monthly Monitoring report was submitted.  
Monthly Water Quality report was sent to the Dept. of Health.  
Attended Micro-grid progress meeting  
Attended Community Forest meeting  
Attended design meeting for 4.5 MG tank project.  
Attended pre-bid meeting for Central pipe replacement project  
Reviewed 100% design for 4.5 MG tank project and submitted comments to Engineer.

### **GIS:**

#### **Plans And Programs**

Reviewed the Asbestos Hazard Control Plan

- No changes were made

Went through GIS SOP and trained on many of the tasks with Brian

#### **Maps Completed/General GIS**

Updated Hiller Park Trails map

- Icons added to map

Updated Facilities map in ArcGIS online and Web Mapping Application  
Recorded new points via the GPS for features previously not on Facilities Map

- Newly installed sewer laterals and water service lines

- Found buried water valves and tracked lines to blowoff
- Created Manhole & Cleanout Inspection Map
- Updated Field Maps application
  - Created Dashboard to track progress
- Continued work on Easements layer for facilities map which Brian had started

### **Misc. Work Completed**

USA's

Operations document filing

Familiarized myself with GIS server and file structures on the Desktop

Facility tour for better understanding of operation design/process

### **Plans And Programs**

Reviewed the Hoist and Crane Safety Plan

- No Changes were made

Reviewed the Elevated Platforms and Arial Devices Safety Plan

- No Changes were made

Stored Asbestos training procedure document with relevant information highlighted.

### **Maps Completed/General GIS**

Created a shapefile with location of 4.5-million-gallon tank for grant

- Added Service area shapefile to grant folder

Made a map of Airport Road sewer line at Hwy 101 crossing

Created a map of TLCC Grant boundary with shapefile from Pat

Continued adding easements data to the easement shapefile in ArcGIS Pro

- Most Easement data from Docstar has been added
- Beginning to gather list of parcels with no easements in Docstar

Created map of Fischer ranch to draw fence line

- Gathered measurements through ArcGIS Pro to estimate amount of fence line materials needed

Researched new method for collecting inspection data using Survey 123 that would allow for edits to responses within the entry forms if needed. (Ex: adding/removing Inspector names)

### **Misc. Work Completed**

USA's

Operations document Filing

Typed list of current emergency supplies

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# McKinleyville Community Services District

## BOARD OF DIRECTORS

February 1, 2023

TYPE OF ITEM: **INFORMATION**

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**ITEM: F.3.C**                      **Parks & Recreation Director's Report for January 2023**

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

**TYPE OF ACTION:**            **None**

### **TEEN & COMMUNITY CENTER-BOYS & GIRLS CLUB PARTNERSHIP:**

Staff continues to meet with BGCR staff weekly. The Teen Club switched from summer hours to school year hours this month and is now open Monday- Friday 2:00pm-7:00pm. The Teen Club is running a wide variety of programs including a weekly cooking program, a cycling program, an art program, a community service program and several BGCA national programs such as Power Hour, SMART Girls, SMART Moves and Youth for Unity. The Club's average daily attendance reached 25-35 teens per day.

### **PARK AND RECREATION COMMITTEE:**

The Park and Recreation Committee (PARC) met on January 19, 2023. The notes from the meeting can be reviewed in **Attachment 1**.

### **BMX TRACK & PARK PROJECT:**

Melton Design Group has provided a preliminary design plan with cost estimates. Due to the increased cost of materials a change of scope for the grant will need to be submitted. The design team is considering reducing the number of pickleball courts to one court, while leaving space for a second court to be added later, should funding become available. Other design considerations to reduce cost include use of decomposed granite along pathways to reduce use of concrete.

### **COMMUNITY FOREST UPDATES:**

The property appraisal is approximately 90% complete. Trust for Public Lands hopes to complete the property acquisition by June 30<sup>th</sup>. Green Diamond is working on encroachment permits and easement language for access points.

Public access points will be at Murray Rd. and First Rd. East Cochran access will be granted for MCSD maintenance only.

### **RECREATION PROGRAM UPDATES**

- Breakout Vacation Camp ran January 3-6, serving 20 youth per day; February 21-24 during the President's week break and April 10-14 during Spring break week. Registration is currently being accepted for all weeks.
- Drop-in Pickleball is running on Monday & Wednesday mornings 9:30am to 12:30pm and. \$4 per person. Friday Pickleball is cancelled until the end of the Youth Basketball League. Pickleball is run by volunteers.
- Drop-in Kung Fu is on Tuesday and Thursday evenings 6:00pm-7:00pm \$10 per person per class. Bulk class passes are available to purchase at \$7.50 per class

- Drop-in Tai Chi is Sundays 11:00am-12:00pm \$10 per person per class. Bulk class passes are available to purchase at \$7.50 per class
  - The Martial Arts classes are averaging 10-14 people per class.
- Sunday Night drop-in Basketball is averaging 12-16 participants per week.
- Youth Basketball League began on January 9<sup>th</sup>. 220 youth in grades 3<sup>rd</sup>-9<sup>th</sup> are enrolled.
- Enrollment for Pee Wee Basketball is currently open. Pee Wee Basketball is for youth in Kindergarten through second grade and will run from April 22 through June 3, 2023.
- Totletics Soccer begins on January 21<sup>st</sup>. There are currently four spots left out of 40.
- Playgroup for children 0-5 runs weekly on Thursdays from 10:30am-12:30pm. This program is funded by a grant through First 5 of Humboldt.

### **PARK & FACILITY MAINTENANCE UPDATES:**

A water leak at the Teen Center Kitchen was discovered and repaired. The leak appears to be due to a latent defect from the 2016 construction of the facility and caused significant damage to structural supports in the wall. The contractor responsible for the construction of the teen center has been contacted as there is a 10-year latent defect clause within the construction contract for the Teen Center. Leaks at Azalea Hall were also repaired, leaks were due to flashing that became loose during one recent wind storms. Parks maintenance has been busy assessing facilities after the extreme weather events, clearing trails and OSMZ's of downed trees and limbs. The Parks crew and NHES continue the routine schedule for maintenance on Central Ave. and Open Space Zone landscaping. Staff continue to keep up with daily/weekly routine facility and vehicle maintenance. Monthly inspections were conducted on all facilities and Open Spaces.

Interior renovations at Azalea Hall will begin in February with the renovating of the walls, removing wall paper, followed by texturing the walls and painting. Interior renovations at Azalea Hall is funded by the Prop 68 Per Capita Grant program. The renovations will include new flooring in the Hewitt room and Lobby, renovated walls and new window coverings, a new front door and HVAC replacement. It is anticipated that all renovations will be complete by the end of the 2023 calendar year.

### **FACILITY RENTALS & USE**

10 Azalea Hall Rentals plus a weekly kitchen rental in December through February. Only 1 Pierson Park rentals December through February.

### **OTHER UPDATES:**

- Staff is preparing the Winter/Spring Newsletter & Activity Guide which will be mailed the week of February 13<sup>th</sup>-17<sup>th</sup>
- Staff continues to participate as members of the McKinleyville Chamber of Commerce Board of Directors, the McKinleyville Family Resource Center Board of Directors and the Boys & Girls Club of the Redwoods Board of Directors.
- Staff continues to provide support to other departments of the District; assisting with accounts payable, and payroll.

### **ATTACHMENTS:**

Attachment 1 – PARC Meeting Notes 1-19-23

**Thursday, January 19, 2023**

**6:30pm**

Parks & Recreation Committee Meeting

NOTES

**Members Present:** Johnny Calkins, Ben Winker, Scott Binder, Jennifer Ortega, Jane Fusek, Heidi Conzelmann, Charlie Caldwell, Phil Heidrick, John Kulstad

**Members Absent:** Laura Bridy, Julie Giannini-Previde

**Meeting Notes:**

Communications:

- Heidi Conzelmann inquired as to the possibility of the MSPTO using trails at Hiller Park for a youth and family fun run.

Public Comment:

- Jamey Harris, McKinleyville resident and Cal Poly Humboldt cross country coach approached the committee to inquire about the possibility of turning the Fischer Ranch property into a cross country course.
  - Staff provided some information about the property and names and contact methods of the general manager and operations director.

Office Elections & Term Renewals

- PARC members Laura Bridy and Ben Winker terms were renewed.
- Johnny Calkins nominated Laura Bridy for the office of Chair for another year, Charlie Caldwell seconded the nomination, the committee voted unanimously to keep Laura in the Chair seat.
- Johnny Calkins nominated Phil Heidrick for a second term as Vice-chair, Ben Winker seconded the nomination and the committee voted unanimously to keep Phil as vice-chair for a second term

Dept. Director Report:

- Staff answered questions about pickleball, playgroup, facility repairs and current staffing.

Community Forest Updates

- Staff reported on recent discussions with Green Diamond Resource Co. and the current status of the project.

BMX Track and Park Project:

- Staff updated the committee on recent design status of the project. It is anticipated that the design team will have a presentation for the committee in February.

Report on Actions of MCSD Board of Directors

- The Board appointed Julie Giannini-Previde to the PARC committee as a regular voting member

AdHoc Committee Reports:

- Skate Park— Charlie Caldwell reported on status of the Humboldt Skatepark Collective's work toward building one phase of the skate park. The Humboldt Skate Park Collective is currently stuck in the county permit process. HSC has \$130,000 to build one 2500 square foot phase of the park. They are hoping to be able to break ground in the beginning of June. A presentation to the PARC is expected in February.
- Fisher Ranch Estuary project— The trail is complete and being regularly enjoyed by community members. The CCC is still working on planting at the site. Recent weather delayed their work.
- BMX— See notes on above
- Community Garden—Nothing to report

Agenda Items for next meeting:

- Skatepark plan
- BMX design presentation

Adjournment:

- Adjourned: approximately 7:15pm



# McKinleyville Community Services District

## BOARD OF DIRECTORS

February 1, 2023

TYPE OF ITEM: **INFORMATIONAL**

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**ITEM: F.3.D**                      **General Manager’s Report for February 1, 2023 Meeting**

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

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

### **A summary of activity for the month of January 2023**

**Cost Savings Related to District Activities** – The following is a review of some of the recent cost savings opportunities District staff identified for the month:

• Use of NHE Services =	\$3,523
• WEX Labor Reimbursement =	\$0
• SWAP =	\$5,280
• Volunteer Pickleball Labor =	\$288
• Staples Cost Savings =	\$64
• Switching of phones to CalNET	\$1,250
• Amazon Business =	\$77
• Replace Bluff Fence/Mount Dog Waste Bin =	\$240
• Replace Office Vent =	\$40
• Repair Blake Pump Motor Starter =	\$120
• Replace photo Control at Cochran =	\$60
• <u>Replace U-Joints Fischer Pump 1 =</u>	<u>\$480</u>
<b>TOTAL COST SAVINGS FOR JAN =</b>	<b>\$11,422</b>

***So far, for the District’s 2022/23 Fiscal Year, Staff was responsible for \$135,658 in savings to the District and its Rate Payers.***

District staff are recognized and commended for their continued efforts in looking for cost savings, the use of internal labor, and grant opportunities that result in real savings for the District, ratepayers, and the community.

**Wow 2023 is going to be a busy year!** – I knew 2023 was going to be busy, and it sure has started out that way. As detailed in this Board Meeting agenda, we are going to be awarding the Central Avenue Water & Sewer Rehab Project at this Board Meeting and will start construction on this Project in the next couple of months. We are also going to be going out to bid on the 4.5MG Tank in February and will start that

construction this spring/summer. We are hopefully going to finish the Microgrid too this spring, if we can just get PG&E to perform. The Highway Sewer Crossings grant also seems to be getting some life again and I hope we can get back to the final design on that this summer. Meanwhile we are well into the design on the BMX Park and the Office Remodel. We have also finished up the survey for the Measure B reauthorization, and I really want to take that to the Voters this year. And then there is the Community Forest. That property transfer should also happen this summer, and we can get back into our Public outreach on that development. This on top of our day to day running of the Water, Sewer, Parks & Recreation and Streetlights operations. It is going to be an exciting year with not much time to be bored. Staff looks forward to working with the Board on all these projects.

**COVID-19** –The District has not had anyone test positive for Covid this month, even after the holidays. We continue to purchase at home test kits to allow Staff to monitor their health if they are exposed or begin to feel symptoms. The State’s mandated Covid leave expired on December 31, 2022, and the District’s additional Covid leave expire at the same time.

**4.5 Gallon Water Tank Project** – The District continues work on this project with Kennedy Jenks (KJ) and their subconsultants. KJ submitted the 100% design submittal and District Staff reviewed the documents and discussed with KJ. KJ will do the pick-ups and finalize the bid documents. We are anticipating going out to bid in February 2023. Bids will be due back in March and we anticipate bringing the recommendation for the award of the contract to a Special Board Meeting on April 12<sup>th</sup> or 19<sup>th</sup>. Staff will finalize the scheduling of that Special Board Meeting with Director’s soon so we can build it into the schedule for the Project.

As the Board is aware, the estimated project construction costs have gone from \$9.4M to an estimate of \$11.87M (with an estimated range from \$11.3M to \$13.65M). The District’s match for this project is currently at \$2.6M and if the construction increases by another \$2.4M, our match will increase to \$5M. We have reached out to CalOES to see if there is additional funding in this disaster declaration and have been informed that there is an additional \$2M. We have submitted a formal request for the additional \$2M available but have not received a formal approval of the request yet. We also submitted a grant application to the North Coast Resource Partnership as part of the Prop. 1, Round 2 funding and were approved for \$879,209 in funding from the NCRP grant. This will greatly help with the shortfall.

We also requested a formal time extension from CalOES/FEMA for the project to extend the completion date out until February 2025. We received formal approval for the

extension a couple of weeks ago, extending the Project Performance Period out until February 4, 2025. We should be able to finish up the project by then.

Escrow for the purchase of the land from American Hospital Management Corp. (AHMC) was anticipated to close on October 4, 2022 but did not. We are still waiting for AHMC to submit the escrow documents to the Title Company. We will continue to pressure AHMC and the Title Company to finalize the sale.

**Central Avenue Water and Sewer Mainline Replacement Project** – We have gone out to bid on the construction of the 16-inch waterline and sewer lining for Central Avenue from Sutter to Hiller. As reported at this February 1, 2023 Board Meeting, GR Sundberg was the low bidder at \$2,532,275, which was below the Engineer's Estimate of \$2.9M. \$1.9M in water bond sales and \$1M in wastewater bond sales will fund this project. When we receive a construction schedule from GRS, we will provide it to the Board and make sure that we begin notifying the Public of the proposed construction schedule.

**SRF Energy Efficiency WWMF Micro-grid Project** – The installation of the microgrid at the Wastewater Management Facility (WWMF) is proceeding behind schedule. The solar portion of the facility was brought on-line and signed off by PG&E on July 1, 2022. The District has been using and exporting solar energy since then. Staff still needs to analyze and inform the Board of the monthly cost saving.

The battery portion of the system still being permitted through PG&E since we could not submit that portion of the application until PG&E signed off on the solar portion. Now that PG&E signed off on the solar portion, the application for the battery portion had been submitted to them back in July 2022. We continue to wait for their review of the battery design. PG&E needs to approve the design application, which they stated should be done by October 2022, but we are now at the end of January with no approval. We have been constantly checking in with PG&E and they continue to be non-responsive. We have drafted a complaint letter to the California Public Utility Commission and if we don't see any progress soon, we will file it with the CPUC. Upon PG&E approval, the entire microgrid will then be operational.

**Sewer Undercrossing Project** – FEMA has still not completed their National Environmental Policy Act (NEPA) review and issued a Finding of No Significant Impact (FONSI) to release the Phase 2 funding of the grant to fund the final design and construction of the project. We had been informed that FEMA contractors were to complete additional Cultural Resource surveys in early November at the southern crossing site. We were then informed that the FEMA on-call contract for the

performance of this work would expire before the work could be completed. We were contracted by FEMA to see if the District could contract directly for this work. We have requested three proposals for the performance of this work and have received two, in the amounts of \$117, 025 and \$119,796.90. We had requested a third proposal, but unfortunately did not receive it. We also had a phone call with CalOES Staff to discuss whether they would cover these costs. We were informed that they likely had the funding to cover these costs, but since we only received two proposals, we would have to go back out to bid to attempt to receive a third proposal. District Staff circulated another Request for Proposal (RFP). The response to the RFP is due February 10<sup>th</sup>. Hopefully we will get another responsive proposal and we will bring a final contract to the Board for review and possible approval at the March 1, 2023 Board meeting.

**Office Remodel** – LDA Partners continues to work on the Office Remodel design. LDA completed an initial conceptual layout and District Staff commented on it back in November. They updated the floorplan and a review meeting has been scheduled for early February. LDA’s schedule has them completing the 60% design submittal in March 2023 and going out to bid in October 2023. We’ll of course see what the estimated costs come back at and make final decisions on when/if we want to go out to bid in 2023.

**Reporting by Sheriff’s office, County Public Work** – A regular meeting has been scheduled with President Orsini, GM Kaspari, Supervisor Madrone, and the MMAC Chair, Bonnie Oliver, to occur on the fourth Monday of every month to discuss various topics of concern to all three organizations and the community. The month’s meeting we mainly discussed the Town Center Ordinance and the impact of AB2449 on the MMAC Meetings. Supervisor Madrone also mentioned that the Board of Supervisors was approving DHHS to pursue a grant to establish a Crisis Unit at Mad River Hospital. President Orsini also discussed having County Department Heads attend some of these meetings to discuss issues with them related to MCSD and the MMAC.

**Grant Applications** – The McCluski Tanks Replacement and the Mad River Watermain Crossing Hazard Mitigation grant applications were submitted to CalOES in March 2021. We heard in December 2021 that both projects have been forwarded on by CalOES to FEMA for funding. We have not received the grant agreements yet, but we have received Requests for Information from FEMA on the scopes of both projects so it looks like both of those projects will be 75% grant funded. We still don’t know the schedule for the grant approval or performance of this work.

A new Hazard Mitigation Grant was submitted for the upgrade of the Fischer Sewer Lift station on April 6, 2022. This grant, if funded, will cover the complete retrofit of the

Fischer Lift Station, which pumps wastewater from the entire southern half of McKinleyville to the wastewater management facility. This would include the replacement of the pumps and upgrading the electrical system, valves, and further seismically strengthen the building. We have been going back and forth with CalOES with Requests for Information on that grant application and feel like this application will likely be approved and submitted to FEMA, but we don't know that for a fact yet.

The Federal Bipartisan Infrastructure Law funding that we will have access to will be run through the EPA funded Clean Water and Drinking Water State Revolving Fund Programs. The SRF funding in California is run through the State Water Resources Control Board. As discussed with the Board at the December 7, 2022 Board Meeting, we have submitted a Clean Water SRF application for funding the retrofit of the Fischer and B Street Lift Stations, which are two of our highest priority Capital Improvement Projects. We submitted this grant application in December 2022 and will of course keep the Board updated on the success of that application.

**Meetings** –The General Manager attended numerous meetings as usual. The meetings in January included meetings with Green Diamond and the Community Forest Committee to discuss the Community Forest access sites and right-of-way; several Microgrid construction meetings; the Bid Opening meeting for the Central Avenue Water & Sewer replacement project; Mad River Restoration project site tours with California Trout; several design meetings on the BMX Park development; several meetings with Kennedy Jenks Engineers on the design of the 4.5MG Reservoir; Rotary meetings; MMAC and Incorporation Subcommittee meetings; a coordination meeting with the North Coast Resource Partnership Technical Review Committee; a Measure B survey meeting; and a meeting with CalOES staff on the Highway Sewer Crossing project. As I mentioned, 2023 has started off busy and it is expected to continue as busy as usual at the District.

**Attachments:**

- Attachment 1 – WWMF Monthly Self-Monitoring Report

**PHYSICAL ADDRESS:**1656 SUTTER ROAD  
McKINLEYVILLE, CA 95519**MAILING ADDRESS:**P.O. BOX 2037  
McKINLEYVILLE, CA 95519

mckinleyvillecsd.com

**MAIN OFFICE:**PHONE: (707) 839-3251  
FAX: (707) 839-8456**PARKS & RECREATION OFFICE:**PHONE: (707) 839-9003  
FAX: (707) 839-5964R.W.Q.C.B. NORTH COAST REGION  
5550 SKYLANE BLVD., SUITE A  
SANTA ROSA, CA 95403

January 13, 2023

RE: MONTHLY MONITORING REPORT

Dear Justin:

Enclosed is the Monthly Monitoring Report for December 2022 for McKinleyville Community Services District Wastewater Management Facilities WDID NO. 1B82084OHUM, operating under Order Number R1-2018-0032.

The normal discharge of effluent was 31 days going to 004 and 001. The required monitoring and water quality constituents that were tested and reported was in compliance in December.

Effluent Limitations Parameters	Units	Average Monthly	Average Weekly	Avg. % Removal	Max Daily	Instant Max	Instant Min	Results
<b>Monitoring Location EFF- 001</b>								
BOD	mg/L	30	45	>85				Compliance
TSS	Mg/L	30	45	>85				Compliance
PH	s.u.					6.5	8.5	Compliance
Settleable Solids	ml/L	0.1			0.2			Compliance
Chlorine Total Residual	mg/L	0.1			0.2			Compliance
Carbon Tetrachloride	ug/L	.25			.75			Compliance
Ammonia Impact Ratio	mg/L	1.0			1.0			Compliance
Dichlorobromomethane	ug/L	.56			1.4			Compliance
<b>Monitoring Location LND-001, REC-001</b>								
Nitrate		10						Compliance
PH		6.0- 9.0	6.0 – 9.0					Compliance

Total Coliform Organisms MPN/100 ml. The Monthly Median not to exceed MPN of 23 and the daily maximum not to exceed MPN of 240. The reported results for the month of December are as follows. Median was <1.8 and a Maximum of <1.8. Four samples were collected in the month of December and was in compliance.

Monthly River Monitoring was conducted in December.

**McKINLEYVILLE COMMUNITY SERVICES DISTRICT WASTEWATER MANAGEMENT FACILITY MONITORING DATA**

MONTH: December 2022

DATE	INFLUENT FLOW		EFFLUENT FLOW		EFFLUENT MAXIMUM GPM	RIVER CFS	RIVER Duration	INFLUENT MONITORING		EFFLUENT MONITORING		PH	CO <sup>3</sup> TEMP	B.O.D. mg/L	TSS mg/L	CL RES.	RIVER CL RES.	SETTLABLE SOLIDS	TOTAL COLIFORMS	RSW-001		RSW-002	
	M.G.D.	M.G.D.	M.G.D.	M.G.D.				B.O.D. mg/L	TSS mg/L	PH	TEMP									B.O.D. mg/L	TSS mg/L	TIME	PH
1	0.877	0.912	8/9	N/A	N/A	N/A	N/A	7.1	12.3	1.1	Land	11:20	7.0	9.6	11.3	11:30	7.0	10.0	11.4				
2	0.798	0.910	8/51	N/A	N/A	N/A	N/A	300	330	1.2	Land			1.2	Land	<0.1							
3	0.800	0.908	9/18	N/A	N/A	N/A	N/A	7.1	11.3	1.2	Land			1.2	Land								
4	0.968	0.908	10/11	N/A	N/A	N/A	N/A	7.1	11.6	1.0	Land			1.5	0.00								
5	0.934	0.871	9/91	2060	933	N/A	N/A	7.1	11.6	1.5	0.00			1.2	0.00								
6	0.885	1.081	10/71	1350	566	N/A	N/A	7.0	11.5	1.2	0.00			2.6	0.00								
7	0.841	1.264	1301	681	235	N/A	N/A	7.1	11.6	1.9	0.00			1.9	0.00								
8	0.859	1.256	1316	419	143	N/A	N/A	7.0	12.3	1.7	0.00			1.7	0.00								
9	0.837	1.300	12/78	5/76	202	260	170	7.1	11.7	2.2	0.00			1.9	0.00								
10	1.027	1.249	11/39	701	276	N/A	N/A	7.0	12.0	1.4	0.00			3.1	0.00								
11	1.128	1.243	10/68	4080	1715	N/A	N/A	7.1	11.5	2.4	0.00			2.4	0.00								
12	0.970	1.253	11/34	1510	598	N/A	N/A	7.0	11.3	2.0	0.00			1.5	0.00								
13	0.911	1.261	12/55	851	304	N/A	N/A	7.0	10.8	1.9	0.00			2.0	0.00								
14	0.874	1.263	12/78	559	196	N/A	N/A	7.0	10.7	2.0	0.00			1.6	0.00								
15	0.861	1.124	13/14	410	140	N/A	N/A	7.0	10.7	1.5	0.00			1.5	0.00								
16	0.844	0.948	9/16	328	161	N/A	N/A	6.9	10.2	1.1	0.00			1.9	0.00								
17	0.855	0.948	10/09	285	127	N/A	N/A	6.9	10.0	2.0	0.00			2.0	0.00								
18	0.904	0.948	9/68	257	119	N/A	N/A	7.1	10.1	2.0	0.00			2.0	0.00								
19	0.853	0.546	8/80	224	114	N/A	N/A	7.2	10.3	1.0	0.00			2.0	0.00								
20	0.869	0.394	9/02	N/A	N/A	N/A	N/A	7.0	11.3	1.0	Land			2.4	0.00								
21	0.887	0.923	9/29	N/A	N/A	N/A	N/A	7.0	11.4	2.4	Land			2.3	0.00								
22	0.827	0.906	9/77	N/A	N/A	N/A	N/A	6.9	11.7	2.8	0.00			2.0	0.00								
23	0.849	0.848	8/25	4/78	260	N/A	N/A	7.0	11.3	2.0	0.00			2.0	0.00								
24	0.856	0.848	9/25	858	416	N/A	N/A	7.1	11.5	2.0	0.00			2.0	0.00								
25	0.810	0.844	8/27	694	377	N/A	N/A	7.1	12.3	2.0	0.00			2.2	0.00								
26	0.954	0.976	9/96	770	347	N/A	N/A	7.2	13.0	2.1	0.00			2.1	0.00								
27	1.182	0.701	13/45	7350	2453	N/A	N/A	7.2	13.6	0.7	0.00			1.6	0.00								
28	1.053	0.910	11/44	7430	2915	N/A	N/A	7.2	11.8	1.6	0.00			1.6	0.00								
29	1.012	1.746	12/70	4940	1746	N/A	N/A	6.9	11.6	1.6	0.00			1.6	0.00								
30	1.276	1.803	13/21	11100	3772	N/A	N/A	7.0	12.1	1.8	0.00			1.8	0.00								
31	1.214	1.833	13/30	21200	7155	N/A	N/A	6.9	12.2	1.8	0.00			1.8	0.00								

**MONTHLY TESTS EFF-001 DISCHARGE TO RIVER**

Parameter	Value	Parameter	Value	Parameter	Value	Parameter	Value	Parameter	Value
Ammonia Nitrogen	1.8	Nitrate	2.1	Hardness	119	Phosphorus	5.3	Bio Phosphate	ND
Chloride	ND	Sulfate	ND	Calcium	ND	Chlorine	ND	Chlorine	ND

**MONTHLY TESTS LND-001, REC-001 DISCHARGE TO PERC PONDS and LAND**

Parameter	Value	Parameter	Value	Parameter	Value	Parameter	Value
TDS	260	Ammonia Nitrogen	2.10	Hardness	98	Phosphorus	44
Ammonia Nitrogen	ND	Nitrate Nitrogen	ND	Calcium	290	Chlorine	ND

**MONTHLY RIVER RSW-001**

Parameter	Value	Parameter	Value	Parameter	Value
TDS	170	Hardness	74	Ammonia Nitrogen	ND
BOD & TSS	ND	30 DAY AVERAGE	2	BOD	16

**MONTHLY RIVER RSW-002**

Parameter	Value	Parameter	Value	Parameter	Value
TDS	120	Hardness	70	Ammonia Nitrogen	ND
BOD	2	TSS	2	TSS	19

Signature: \_\_\_\_\_ Remarks: \_\_\_\_\_ Permit Exceedance

**McKINLEYVILLE COMMUNITY SERVICES DISTRICT  
WASTEWATER MANAGEMENT FACILITY  
EFFLUENT DISCHARGE DISPOSAL**

**DECEMBER 2022**

Discharge Monitoring DATE	INF-001 INFLUENT MGD	EFF-001 EFFLUENT MGD	MAXIMUM GPM	002 LND-001 N.POND MGD	002 LND-001 S.POND MGD	004 REC-001 FISCHER MGD UPPER	003 REC-001 FISCHER MGD LOWER	006 REC-001 PIALORSI MGD	005 REC-001 HILLER MGD	IRRGATE TOTAL MGD	001 EFF-001 RIVER MGD
1	0.877	0.912	879		Land	0.912				0.912	0.000
2	0.798	0.910	851		Land	0.910				0.910	0.000
3	0.800	0.908	918		Land	0.908				0.908	0.000
4	0.968	0.908	1011		Land	0.908				0.908	0.000
5	0.934	0.871	991		Land	0.363				0.363	0.508
6	0.885	1.081	1071		River Discharge					0.000	1.081
7	0.841	1.264	1301							0.000	1.264
8	0.859	1.256	1316							0.000	1.256
9	0.837	1.300	1278							0.000	1.300
10	1.027	1.249	1139							0.000	1.249
11	1.128	1.243	1068							0.000	1.243
12	0.970	1.253	1134							0.000	1.253
13	0.911	1.261	1255							0.000	1.261
14	0.874	1.263	1278							0.000	1.263
15	0.861	1.124	1314							0.000	1.124
16	0.844	0.948	916							0.000	0.948
17	0.855	0.948	1009							0.000	0.948
18	0.904	0.948	968							0.000	0.948
19	0.853	0.546	880							0.000	0.546
20	0.869	0.394	902		Land	0.394				0.394	0.000
21	0.887	0.923	929		Land	0.923				0.923	0.000
22	0.827	0.906	977		Land	0.395				0.395	0.511
23	0.849	0.848	825		River Discharge					0.000	0.848
24	0.856	0.848	925							0.000	0.848
25	0.810	0.844	827							0.000	0.844
26	0.954	0.976	996							0.000	0.976
27	1.182	0.701	1345							0.000	0.701
28	1.053	0.910	1144							0.000	0.910
29	1.012	1.746	1270							0.000	1.746
30	1.276	1.803	1321							0.000	1.803
31	1.214	1.833	1330							0.000	1.833
<b>TOTAL</b>	28.815	32.925		0.000	0.000	5.713	0.000	0.000	0.000	5.713	27.212
<b>AVERAGE</b>	0.930	1.062	1076	0.000	0.000	0.000	0.000	0.000	0.000	0.184	0.878
<b>MAXIMUM</b>	1.276	1.833	1345	0.000	0.000	0.923	0.000	0.000	0.000	0.923	1.833
<b>MINIMUM</b>	0.798	0.394	825	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
<b>DAYS</b>	31	31		0	0	8	0	0	0	8	26

DAYS WITH NO DISCHARGE = 0