



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, AUGUST 3, 2022 AT 7:00pm**

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

Or

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

To participate in person, please come to Azalea Hall.

To participate by teleconference, please use the toll free number listed above, or join through the internet at the Zoom App with weblink and ID number listed above, or the public may submit written comments to the Board Secretary at: comments@mckinleyvillecsd.com up until 4:30 p.m. on Tuesday, August 2, 2022.

All Public Comment received before the above deadline will be provided to the Board at 9 a.m. on Wednesday, August 3, 2022 in a supplemental packet information that will also be posted on the website for public viewing.

Please note that, due to potential technical difficulties, the quality of the Zoom meeting cannot be guaranteed. **If you have public input to provide on an agenda item, it is recommended you attend in person at Azalea Hall or submit written comments as outlined above.**

AGENDA
7:00 p.m.

A. CALL TO ORDER

A.1 Roll Call

A.2 Pledge of Allegiance

A.3 Additions to the Agenda

Items may be added to the Agenda in accordance with Section 54954.2(b)(2) of the Government Code (Brown Act), upon a determination by two-thirds vote of the members of the legislative body present at the time of the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those

members present, that there is a need to take immediate action and that the need for action came to the attention of the McKinleyville Community Services District after the Agenda was posted.

A.4 Approval of the Agenda

A.5 Closed Session Discussion

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

NO CLOSED SESSION SCHEDULED

B. PUBLIC HEARINGS

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

NO PUBLIC HEARING SCHEDULED

C. PUBLIC COMMENT AND WRITTEN COMMUNICATIONS

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

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 July 6, 2022 | Pg. 5 |
| | Attachment 1 – Draft Minutes from July 6, 2022 | Pg. 6 |
| D.2 | Consider Approval of June 2022 Treasurer's Report | Pg. 11 |
| D.3 | Consider Approval of the Senior Center Management Services and Usage Agreement between McKinleyville Community Services District and the McKinleyville Senior Center | Pg. 35 |
| | Attachment 1 – Senior Center Management Services and Usage Agreement | Pg. 36 |
| | Attachment 2 – Exhibit B. Schedule of Use | Pg. 48 |
| 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 | Pg. 51 |
| | Attachment 1 – Resolution 2021-27 | Pg. 53 |
| D.5 | Biennial Review and Adoption of MCSD Conflict of Interest Code | Pg. 55 |
| | Attachment 1 – Conflict of Interest Code | Pg. 56 |

	Attachment 2 – Resolution 2022-23	Pg. 60
D.6	Consider Approval of Agreement between McKinleyville Union School District and the McKinleyville Community Services District for the Provision of After School Leaders to the 21 st Century Community Learning Center After School Program at Dows Prairie Elementary School and Morris Elementary School	Pg. 65
	Attachment 1 – MUSD and MCSD Memorandum of Understanding 2022-23	Pg. 67
D.7	Consider Approval to Declare 1989 Kohler Generator Surplus	Pg. 75
E. CONTINUED AND NEW BUSINESS		
E.1	Discuss and Consider Approval of Memorandum of Understanding with Humboldt Bay Municipal Water District on Preliminary Feasibility Study for Extension of Water Main to Trinidad Rancheria (Action)	Pg. 77
	Attachment 1 – MOU between HBMWD and MCSD approved by the HBMWD Board	Pg. 79
	Attachment 2 – MOU between HBMWD and MCSD with suggested edits in tracked changes	Pg. 83
E.2	Update from CalTrout on Status of Mad River Restoration Project (Information)	Pg. 87
E.3	Discuss and Consider Approval of Edits to the District’s “Policy for the Naming and Dedication of District Facilities” (Action)	Pg. 89
	Attachment 1 – Draft Policy for the Naming and Dedication of District’s Facilities	Pg. 90
E.4	Discuss and Consider Approval of the LDA Contract for Architectural Services for the Office Remodel Project (Action)	Pg. 93
	Attachment 1 – Professional Services Contract with LDA	Pg. 96
E.5	Consider Topics for Joint McKinleyville Municipal Advisory Committee and MCSD Board Meeting in October (Action)	Pg. 111
E.6	Consider Adoption of Resolution 2022-24 Ratifying Purchase and Sale Agreement to Acquire Real Property and Provide Direction to the General Manager (Action)	Pg. 113
	Attachment 1 – Agreement of Purchase and Sale and Joint Escrow Instructions	Pg. 115
	Attachment 2 – Resolution 2022-24	Pg. 137
E.7	Review and Discuss Annual Board Self-Evaluation (Information/Discussion)	Pg. 139
	Attachment 1 – Summary of Board Self-Evaluation Worksheets	Pg. 140
E.8	Consider the Regular Board Meeting Dates, Time, and Location for	Pg. 147

F. REPORTS

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

F.1 ACTIVE COMMITTEE REPORTS

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

F.2 LEGISLATIVE AND REGULATORY REPORTS

F.3 STAFF REPORTS

- a. Support Services Department (Nicole Alvarado) **Pg. 151**
- b. Operations Department (James Henry) **Pg. 155**
- c. Parks & Recreation Department (Lesley Frisbee) **Pg. 161**
- d. General Manager (Pat Kaspari) **Pg. 171**
Attachment 1 – WWMF Monthly Self-Monitoring Report **Pg. 175**

F.4 PRESIDENT’S REPORT

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

G. ADJOURNMENT

Posted 5:00 pm on July 29, 2022

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

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

McKinleyville Community Services District

BOARD OF DIRECTORS

August 3, 2022

TYPE OF ITEM: **ACTION**

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

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

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

Recommendation:

Staff recommends the approval of the Minutes of the Board of Directors for the July 6, 2022.

Discussion:

The Draft minutes are attached for the above listed meetings. 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 July 6, 2022 Regular Meeting

MINUTES OF THE REGULAR MEETING OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT HELD ON WEDNESDAY, JULY 6, 2022 AT 6:30/7:00 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

SPECIAL MEETING AGENDA ITEM A. CALL TO ORDER:

A.1 Roll Call: The special session of the Board of Directors of McKinleyville Community Services District convened at 6:32 p.m. with the following Directors and staff in attendance in person at Azalea Hall:

- | | |
|--|------------------------------|
| David Couch, President | Pat Kaspari, General Manager |
| Joellen Clark-Peterson, Vice President | April Sousa, Board Secretary |
| Scott Binder, Director | Joseph Blaine, IT Specialist |
| Dennis Mayo, Director | |
| Greg Orsini, Director | |

A.2 PUBLIC COMMENT AND WRITTEN COMMUNICATIONS:

None

A.3 CLOSED SESSION DISCUSSION:

The Board entered into Closed session at 6:33 p.m. to discuss the following items:

Conference with Legal Counsel -- Anticipated Litigation (Government Code § 54956.9(d)(2)) Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: One (1) case, injury claimant: Jeremy Blake Nolen

REGULAR MEETING AGENDA ITEM A. CALL TO ORDER:

A.1 Report Out of Closed Session

General Manager Kaspari reported the following motion and results from the Closed Session:

Motion: To reject the monetary claim by Jeremy Blake Nolen.
Motion by: Director Orsini; **Second:** Director Mayo
Roll Call: Ayes: Binder, Clark-Peterson, Mayo, Orsini and Couch Nays: None Absent: None
Motion Summary: Motion Passed

A.2 Roll Call: The regular session of the Board of Directors of McKinleyville Community Services District convened at 7:00 p.m. with the following Directors and staff in attendance in person at Azalea Hall:

- | | |
|--|---|
| David Couch, President | Pat Kaspari, General Manager |
| Joellen Clark-Peterson, Vice President | April Sousa, Board Secretary |
| Scott Binder, Director | Joseph Blaine, IT Specialist |
| Dennis Mayo, Director | Nicole Alvarado, Finance Director |
| Greg Orsini, Director | Lesley Frisbee, Parks & Recreation Director |
| | James Henry, Operations Director |

A.3 Pledge of Allegiance: The Pledge of Allegiance was led by President Couch.

A.4 Additions to the Agenda: None

A.5 Approval of the Agenda:

Motion: It was moved to approve the agenda as stated.
Motion by: Director Binder; **Second:** Director Orsini

There were no comments from the Board or public.

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

Motion Summary: Motion Passed

AGENDA ITEM B. PUBLIC HEARINGS:

None

AGENDA ITEM C. PUBLIC COMMENT AND WRITTEN COMMUNICATIONS:

None

AGENDA ITEM D. CONSENT CALENDAR:

D.1 Consider Approval of the Minutes of the Board of Directors Regular Meeting on June 1, 2022

D.2 Consider Approval of May 2022 Treasurer's Report

D.3 Election Information for Gubernatorial Election November 8, 2022

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 Distribution of the Annual Board Self-Evaluation

D.6 Consider Attendance to the California Special Districts Association (CSDA) 2022 Annual Conference, August 22-25, 2022 in Palm Desert, CA

D.7 Approve Conveyance of Water, Sewer, and Street Lights Facilities Related to Imeson/Avelar Subdivision

Motion: It was moved to approve the Consent Calendar.

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

There were no comments from the Board or public.

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

Motion Summary: Motion Passed

AGENDA ITEM E. CONTINUED AND NEW BUSINESS:

E.1 Consider Adoption of Resolution 2022-22 Delegating Authority to the General Manager to Give Notice of Any Hearing to Adopt a Resolution of Necessity (Action)

General Manager Kaspari gave an overview of the item and an update noting that the owner of the property for the 4.5 Million Gallon Tank has signed the purchase agreement.

Legal Counsel recommended moving forward with the resolution. The Board offered support for this recommendation.

Motion: To approve the Resolution 2022-22 delegating authority to the General Manager to give notice of any hearing to adopt a Resolution of Necessity.

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

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

Motion Summary: Motion Passed

E.2 Consider Adoption of Resolution 2022-21 Authorizing the District to Enter Into the Joint Powers Agreement Relating to California CLASS and Invest in California CLASS and Related Matters

General Manager Kaspari reviewed the staff note. Members from CSDA (California Special Districts

Association) and CalCLASS (California Cooperative Liquid Assets Securities System) were present to give backup information and answer questions from the Board. President Couch asked clarifying questions regarding the role of the Audit and Finance Committee.

Motion: To approve Resolution 2022-21 entering into the Joint Powers Agreement relating to California CLASS and related matters.

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

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

Motion Summary: Motion Passed

E.3 Consider Adjustment of Existing Utility Easement across APN 508-360-019 from 25-ft Width to 20-ft Width

General Manager Kaspari gave the overview of this item. Director Orsini asked about the origination of the easement and noted that MCSD may not have the authority. General Manager Kaspari will review the ownership of the easement prior to finalizing the quitclaim and grant deed.

Motion: To direct the General Manager to sign the quitclaim deed for the 25 foot easement across APN 508-360-019 and direct him to record the quitclaim and grant deed with the County Recorder's office, so long as the easement does belong to MCSD.

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

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

Motion Summary: Motion Passed

E.4 Approve Unified Field Services Corporation as the Successful Bidder Related to Bids Received for the Cochran Tank 1A Painting Request for Proposals (RFP), including Budget Amendment to Fiscal Year 2022/2023 and Authorize the General Manager to Execute Construction Contract

General Manager Kaspari reviewed the staff note for this item. Director Orsini asked the timeframe from the last painting of the tank (20 years) and how long the new coating would last (35 years).

Motion: To award the bid for preparation and painting to Unified Field Services Corporation for the sum of \$469,903.00; to award the contract for coating inspection to Bay Area Coating Consultants, Inc. for the sum of \$38,434.40; and to authorize the General Manager to sign both contracts and all other necessary documents to allow the work to proceed.

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

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

Motion Summary: Motion Passed

E.5 Consider Approval of 2022 Strategic Plan Update for McKinleyville Community Service District

Recreation Director Lesley Frisbee reviewed the item for the board. Director Orsini commented and asked clarifying questions regarding the changes made. A general note of appreciation was given to the staff for working with the Board to update the Strategic Plan.

Motion: To approve the 2022 update of the Strategic Plan for McKinleyville Community Services District.

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

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

Motion Summary: Motion Passed

AGENDA ITEM F. REPORTS

F.1 ACTIVE COMMITTEE REPORTS

- a. **Parks and Recreation Committee (Binder/Clark-Peterson):** Nothing to report, did not meet.

- b. **Area Fund (John Kulstad/Clark-Peterson):** No report
- c. **Redwood Region Economic Development Commission (Clark-Peterson/Binder):** Director Binder gave a brief report.
- d. **McKinleyville Senior Center Advisory Council (Binder/Clark-Peterson):** Director Binder gave a detailed report on the activities of the Senior Center and workings of the Board.
- e. **Audit and Finance (Orsini/Couch):** Did not meet. Director Orsini noted he had an initial interview with the auditors.
- f. **Employee Negotiations (Couch/Mayo):** Did not meet.
- g. **McKinleyville Municipal Advisory Committee (Orsini/Binder):** Director Binder gave a brief report, which included updates on public safety in the McKinleyville Area.
- h. **Local Agency Formation Commission (Couch):** Did not meet.
- i. **Environmental Matters Committee (Couch/Clark-Peterson):** Did not meet.
- j. **Ad Hoc Community Forest Committee (Mayo/Orsini):** Did not meet.

F.2 LEGISLATIVE AND REGULATORY REPORTS

Director Mayo mentioned a PG&E webinar on wildfire safety July 19th at 5:30 p.m. that Directors may be interested in.

F.3 STAFF REPORTS

- a. **Support Services Department (Nicole Alvarado/Colleen M.R. Trask):** Finance Director Alvarado reminded the Board about the upcoming Audit and Finance Committee meeting and the items to be discussed at that meeting, which will then come back to the full Board at a later date. Director Mayo expressed concern regarding inflation and asked Finance Director Alvarado about how that is affecting the District.
- 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 had nothing further to add to her written report
- d. **General Manager (Patrick Kaspari):** General Manager Kaspari highlighted annual cost savings thanks to staff due diligence, highlighted the upcoming election process, and gave an update on the microgrid, office remodel, as well as reminded directors of the upcoming ACWA Region 1 meeting and tour.

F.4 PRESIDENT'S REPORT: President Couch had nothing to report.

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

Director Orsini noted that the 3-year Strategic Plan for CSDA will be approved at the Annual Meeting in August.

G. ADJOURNMENT:

Meeting Adjourned at 8:01p.m.

April Sousa, MMC, Board Secretary

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

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

Ratios

as of June 30, 2022

- Utility Accounts Receivable Turnover Days	12
- YTD Breakeven Revenue, Water Fund:	\$ 2,727,868
- YTD Actual Water Sales:	\$ 3,970,450
- Days of Cash on Hand-Operations Checking/MM	291

**McKinleyville Community Services District
Investments & Cash Flow Report
as of June 30, 2022**

Petty Cash & Change Funds		9,197.46
<u>Cash</u>		
Operating & Money Market - Beginning Balance		2,514,813.40
Cash Receipts:		
Utility Billings & Other Receipts	4,339,260.01	
Money Market Account Interest	36.51	
Transfers from County Funds #2560, #4240, CalTRUST, Meas. B	-	
Other Cash Receipts (Grants/Other Receivables)	-	
Total Cash Receipts	<u>4,339,296.52</u>	4,339,296.52
Cash Disbursements:		
Transfers to County Funds #2560, #4240, CalTRUST	-	
Payroll Related Expenditures (incl. CalPERS UAL pmt)	(254,379.98)	
Debt Service	(151,251.30)	
Capital & Other Expenditures	(541,892.84)	
Total Cash Disbursements	<u>(947,524.12)</u>	(947,524.12)
Operating & Money Market - Ending Balance		<u>5,906,585.80</u>
Total Cash		<u>5,915,783.26</u>
<u>Investments</u>	<i>(Interest and Market Valuation will be re-calculated as part of the year-end close, if material)</i>	
LAIF - Beginning Balance	139,190.19	
Interest Income	-	
LAIF - Ending Balance		<u>139,190.19</u>
Humboldt Co. #2560 - Beginning Balance	2,974,708.76	
Property Taxes and Assessments	-	
Transfer to/from Operating Cash	-	
Interest Income (net of adjustments)	3,800.84	
Humboldt Co. #2560 - Ending Balance		<u>2,978,509.60</u>
Humboldt Co. #4240 - Beginning Balance	3,448,579.11	
Transfer to/from Operating Cash	-	
Transfer to/from Biosolids Reserve	-	
Interest Income	3,622.77	
Humboldt Co. #4240 - Ending Balance		<u>3,452,201.88</u>
Humboldt Co. #9390 - Beginning Balance	663,032.08	
Reserves Recovery Deposits/Other Bal Withdrawals	-	
Humboldt Co. #9390 - Ending Balance		<u>663,032.08</u>
USDA Bond Reserve Fund - Beginning Balance	142,118.47	
Bond Reserve Payment/Transfer to Service Fund	4,255.62	
Debt Service Payment, Principal/Interest (Net)	-	
Interest Adjustment	0.36	
USDA Bond Reserve Fund - Ending Balance		<u>146,374.45</u>
Market Valuation Account		20,433.34
BNY COPS Series A & B - Beginning Balance	8,665,906.72	
Bond Principal Total (Series A & B)	-	
Bond Draws for Capital Projects	-	
Bond Reserve Payment/Transfer to Service Fund	-	
Debt Service Payment, Principal/Interest (Net)	-	
Bond Earned Interest	-	
BNY COPS Series A & B - Ending Balance		<u>8,665,906.72</u>
CalTRUST - Beginning Balance	10,313,150.95	
Net Transfer to/from Designated Reserves: PERS/OPEB	-	
Net Transfer to/from Capacity Fees/Catastrophe/Other Reserves	-	
Net: Interest Income/Unrealized Gain/Loss	(51,967.81)	
CalTRUST - Ending Balance		<u>10,261,183.14</u>
Total Investments		<u>26,326,831.40</u>
Total Cash & Investments - Current Month		32,242,614.66
Total Cash & Investments - Prior Month		<u>28,891,130.48</u>
Net Change to Cash & Investments This Month		<u>3,351,484.18</u>
<u>Cash & Investment Summary</u>		
Cash & Cash Equivalents		31,470,601.27
Davis-Grunsky Loan Reserve		625,638.94
USDA Bond Reserve		<u>146,374.45</u>
Total Cash & Investments		<u>32,242,614.66</u>

McKinleyville Community Services District
 Consolidated Balance Sheet by Fund
 as of June 30, 2022

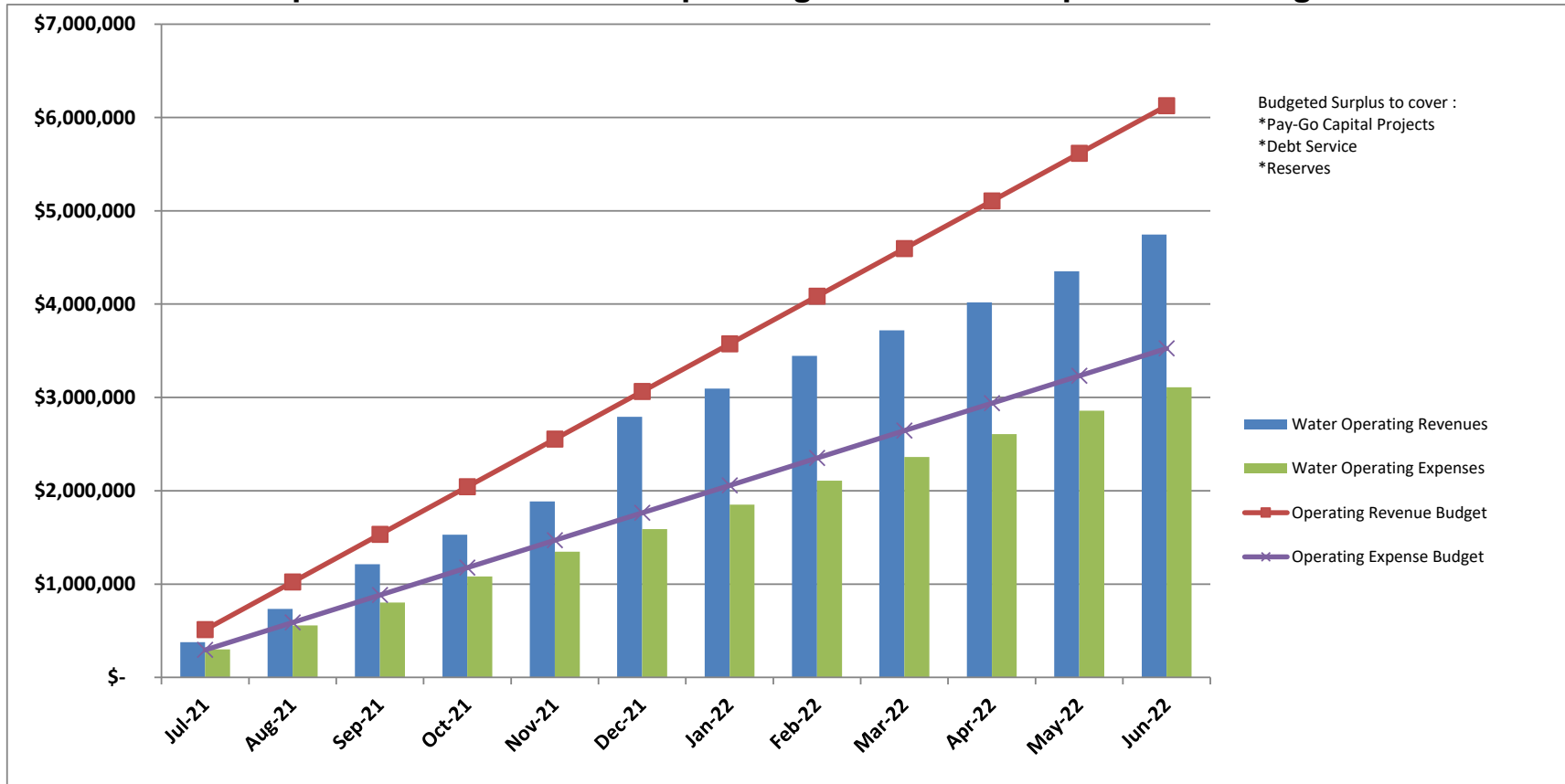
	Governmental Funds			Proprietary Funds		Total (Memorandum Only)
	Parks & General	Measure B	Streetlights	Water	Wastewater	
ASSETS						
Current Assets						
Unrestricted cash & cash equivalents	\$ 1,162,701.21	\$ (490,917.36)	\$ 105,333.53	\$ 9,217,861.17	\$ 12,986,836.63	\$ 22,981,815.18
Accounts receivable	5,112.42	-	4,312.77	579,925.99	889,015.61	1,478,366.79
Prepaid expenses & other current assets	59,968.40	2,206.61	5,813.07	149,982.60	91,000.81	308,971.49
Total Current Assets	1,227,782.03	(488,710.75)	115,459.37	9,947,769.76	13,966,853.05	24,769,153.46
Noncurrent Assets						
Restricted cash & cash equivalents	210,368.26	-	-	5,396,581.01	4,041,338.74	9,648,288.01
Other noncurrent assets	-	-	-	934,412.53	957,510.60	1,891,923.13
Capital assets (net)	-	-	-	8,261,011.65	30,840,598.58	39,101,610.23
Total Noncurrent Assets	210,368.26	-	-	14,592,005.19	35,839,447.92	50,641,821.37
TOTAL ASSETS	\$ 1,438,150.29	\$ (488,710.75)	\$ 115,459.37	\$ 24,539,774.95	\$ 49,806,300.97	\$ 75,410,974.83
LIABILITIES & FUND BALANCE/NET ASSETS						
Current Liabilities						
Accounts payable & other current liabilities	\$ 80,472.23	\$ 1,472.78	\$ 1,496.67	\$ 421,807.65	\$ 373,682.95	\$ 878,932.28
Accrued payroll & related liabilities	110,280.37	-	-	65,954.97	66,401.47	242,636.81
Total Current Liabilities	190,752.60	1,472.78	1,496.67	487,762.62	440,084.42	1,121,569.09
Noncurrent Liabilities						
Long-term debt	-	-	-	6,177,395.51	20,658,303.80	26,835,699.31
Other noncurrent liabilities	-	-	-	4,827,516.42	4,933,821.19	9,761,337.61
Total Noncurrent Liabilities	-	-	-	11,004,911.93	25,592,124.99	36,597,036.92
TOTAL LIABILITIES	190,752.60	1,472.78	1,496.67	11,492,674.55	26,032,209.41	37,718,606.01
Fund Balance/Net Assets						
Fund balance	(2,836,151.65)	(490,183.53)	113,962.70	-	-	(3,212,372.48)
Net assets	4,083,549.34	-	-	10,963,484.26	13,591,796.78	28,638,830.38
Investment in capital assets, net of related debt	-	-	-	2,083,616.14	10,182,294.78	12,265,910.92
Total Fund Balance/Net Assets	1,247,397.69	(490,183.53)	113,962.70	13,047,100.40	23,774,091.56	37,692,368.82
TOTAL LIABILITIES & FUND BALANCE/NET ASSETS	\$ 1,438,150.29	\$ (488,710.75)	\$ 115,459.37	\$ 24,539,774.95	\$ 49,806,300.97	\$ 75,410,974.83
Difference in Reclass from Cap Assets to Net Assets:						
Investment in General Capital Assets	\$ 3,671,303.81					
General Long-term Liabilities						
Meas. B Loan: Teen/Community Center	823,539.00			Non-debt Long-term Liabilities (included in Other Non-current Liabilities above)		
OPEB Liability	3,291,932.47			OPEB Liability	3,352,060.07	3,366,092.45
CalPERS Pension Liability/Deferred Inflows-Outflows	719,001.05			CalPERS Pension Liability	754,383.21	825,924.74
Accrued Compensated Absences	66,454.84					2,299,309.00
TOTAL GENERAL LONG-TERM LIABILITIES	\$ 4,900,927.36					

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

Department Summaries	June	% of Year 91.67% YTD	Approved YTD Budget	Over (Under) YTD Budget	Over (Under) YTD Budget %	Notes
Water						
Water Sales	354,632	3,970,450	3,841,337	129,113	3.36%	
Other Revenues	38,617	774,781	1,773,492	(998,711)	-56.31%	Includes YTD Capacity Fees \$227,244 Contrib.Construction \$0, Grants \$0 Includes CalTRUST unrealized gain/(loss)
Total Operating Revenues	393,249	4,745,231	5,614,829	(869,598)	-15.49%	
Salaries & Benefits	73,368	925,068	1,033,222	(108,154)	-10.47%	Budget spread evenly across 12 months, but actuals vary by schedule
Water Purchased	99,854	1,218,070	1,058,270	159,800	15.10%	
Other Expenses	43,677	569,021	772,930	(203,909)	-26.38%	Budget spread evenly across 12 months, but actuals vary by project & expenditure
Depreciation	33,333	396,913	366,667	30,246	8.25%	
Total Operating Expenses	250,232	3,109,072	3,231,089	(122,017)	-3.78%	
Net Operating Income	143,018	1,636,158	2,383,740	(991,615)		
Interest Income	4,350	32,929	45,833	(12,904)	-28.15%	Interest rates lower than anticipated.
Interest Expense	(25,076)	(228,017)	(92,688)	135,329	146.01%	Water Fund 2021A COPs Issuance Exp - not anticipated in FY21-22 Budget
Net Income (Loss)	122,291	1,441,071	2,336,885	(895,814)		
Wastewater						
Wastewater Service Charges	352,077	4,029,162	3,833,271	195,891	5.11%	
Other Revenues	225,020	1,983,654	2,044,276	(60,622)	-2.97%	Includes YTD Capacity Fees \$374,955 Contrib.Construction \$0, Grants \$1,191,012 Includes CalTRUST unrealized gain/(loss), & 2021B COPs issue premium
Total Operating Revenues	577,098	6,012,817	5,877,547	135,270	2.30%	
Salaries & Benefits	93,856	1,190,580	1,086,391	104,189	9.59%	
Other Expenses	64,591	764,644	1,012,738	(248,094)	-24.50%	Budget spread evenly across 12 months, but actuals vary by project & expenditure
Depreciation	102,083	1,219,580	1,122,917	96,663	8.61%	
Total Operating Expenses	260,530	3,174,804	3,222,046	(47,242)	-1.47%	
Net Operating Income	316,568	2,838,013	2,655,501	182,512		
Interest Income	6,978	57,074	68,750	(11,676)	-16.98%	Interest rates lower than anticipated.
Interest Expense	(34,362)	(424,368)	(241,090)	183,278	76.02%	Wastewater Fund 2021B COPs Issuance Exp - not anticipated in FY21-22 Budget
Net Income (Loss)	289,184	2,470,718	2,483,161	(12,443)		
Enterprise Funds Net Income (Loss)	411,475	3,911,789	4,820,046	(908,257)		

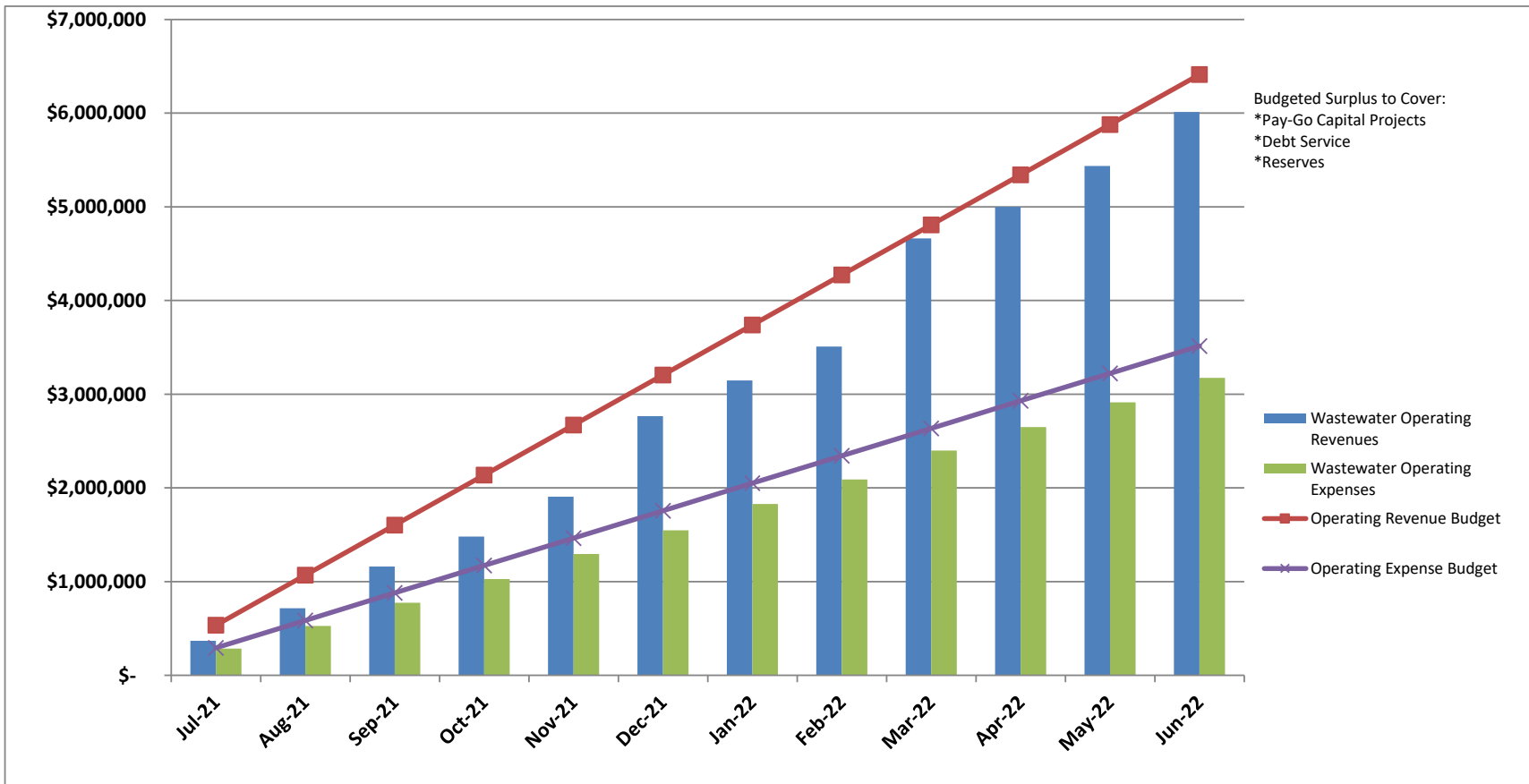
McKinleyville Community Services District June 2022

Comparison of Water Fund Operating Revenues & Expenses to Budget



McKinleyville Community Services District June 2022

Comparison of Wastewater Fund Operating Revenues & Expenses to Budget

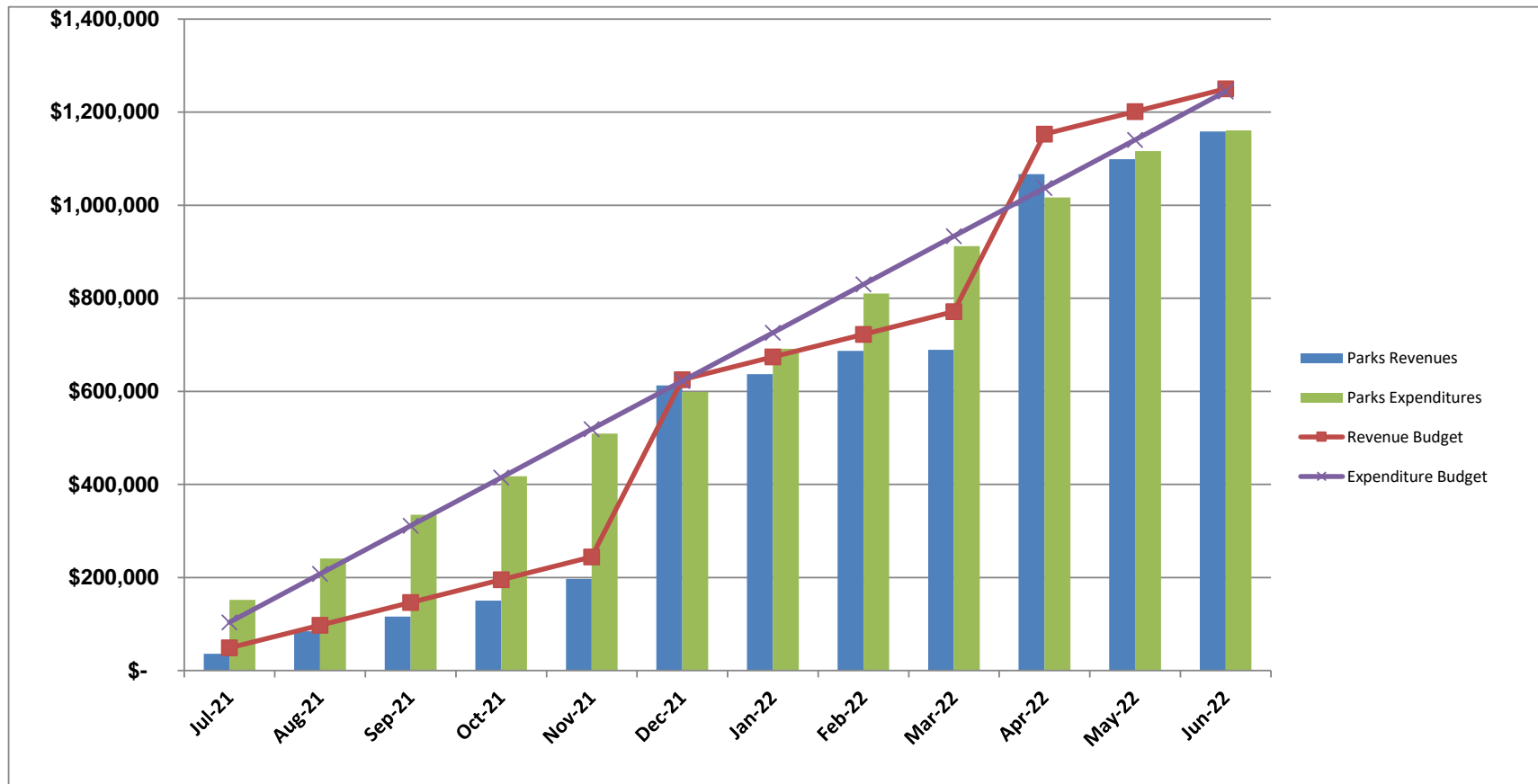


McKinleyville Community Services District
Activity Summary by Fund, Approved Budget
June 2022

	June	% of Year 91.67% YTD	Approved YTD Budget	Over (Under) YTD Budget	Over (Under) YTD Budget %	Notes
Department Summaries						
*Parks & Recreation						
Program Fees	50,396	226,600	222,090	4,510	2.03%	Budget spread evenly across 12 months, but actuals vary by schedule
Rents & Facility Related Fees	6,341	78,281	46,495	31,786	68.37%	More facility rentals than anticipated in budget
Property Taxes	-	735,423	609,422	126,001	20.68%	Actuals now available, correction of estimate posted in December
Other Revenues	(1,577)	102,591	235,941	(133,350)	-56.52%	Budget spread evenly across 12 months, but actuals vary by schedule
Interest Income	4,802	15,785	32,083	(16,298)	-50.80%	Net of an unrealized loss on CalTrust balances
Total Revenues	59,962	1,158,680	1,146,031	12,649	1.10%	
Salaries & Benefits	30,495	892,524	803,326	89,198	11.10%	
Other Expenditures	14,343	235,945	225,610	10,335	4.58%	
Capital Expenditures	-	32,528	111,833	(79,305)	-70.91%	Budget spread evenly across 12 months, but actuals vary by project schedule
Total Expenditures	44,838	1,160,996	1,140,769	20,227	1.77%	
Excess (Deficit)	15,124	(2,316)	5,262	(7,578)		
*Measure B Assessment						
Total Revenues	862	235,749	206,254	29,495	14.30%	Actuals now available, correction of estimate posted in December
Salaries & Benefits	43,542	120,980	53,860	67,120	124.62%	Budget spread evenly across 12 months; actuals vary by maintenance schedule
Other Expenditures	4,093	32,984	66,063	(33,079)	-50.07%	Budget spread evenly across 12 months, but actuals vary seasonally
Capital Expenditures/Loan Repayment	-	63,147	85,868	(22,721)	-26.46%	Budget is spread evenly across 12 months. Loan prmts are October & April
Total Expenditures	47,635	217,112	205,791	11,321	5.50%	
Excess (Deficit)	(46,773)	18,637	463	18,174		
*Street Lights						
Total Revenues	10,756	123,693	109,482	14,211	12.98%	
Salaries & Benefits	3,693	39,833	46,201	(6,368)	-13.78%	Budget spread evenly across 12 months; actuals vary by maintenance schedule
Other Expenditures	10,222	48,544	36,002	12,542	34.84%	Internal labor on photo cell replacement - will be adjusted at year-end
Capital Expenditures/Loan Repayment	-	-	43,083	(43,083)	-100.00%	Budget spread evenly across 12 months, but actuals vary by project
Total Expenditures	13,915	88,378	125,286	(36,908)	-29.46%	
Excess (Deficit)	(3,160)	35,315	(15,804)	(51,119)		
Governmental Funds Excess (Deficit)	(34,808)	51,636	(10,079)	61,715		

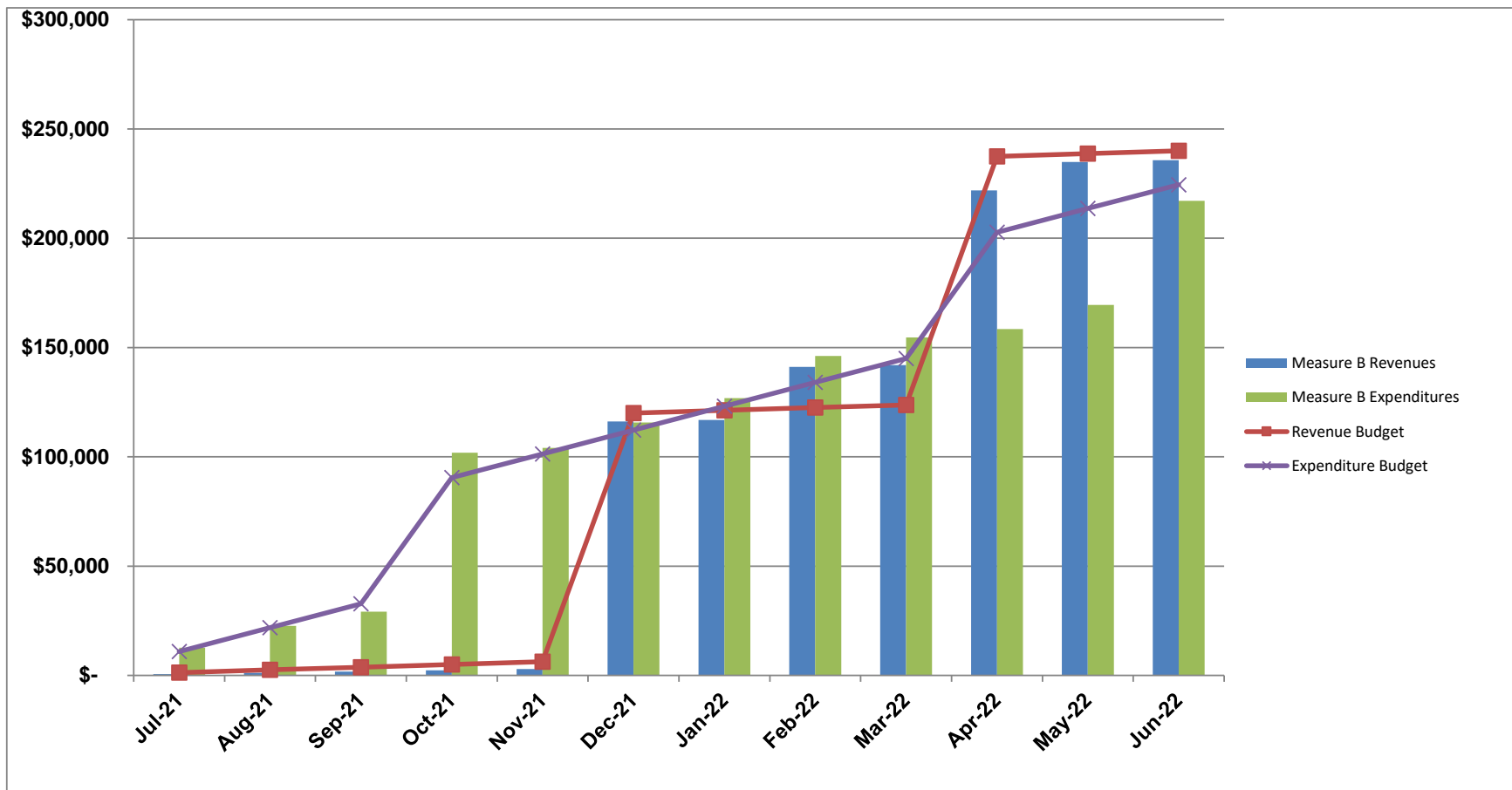
McKinleyville Community Services District June 2022

Comparison of Parks & Recreation Total Revenues & Expenditures to Budget



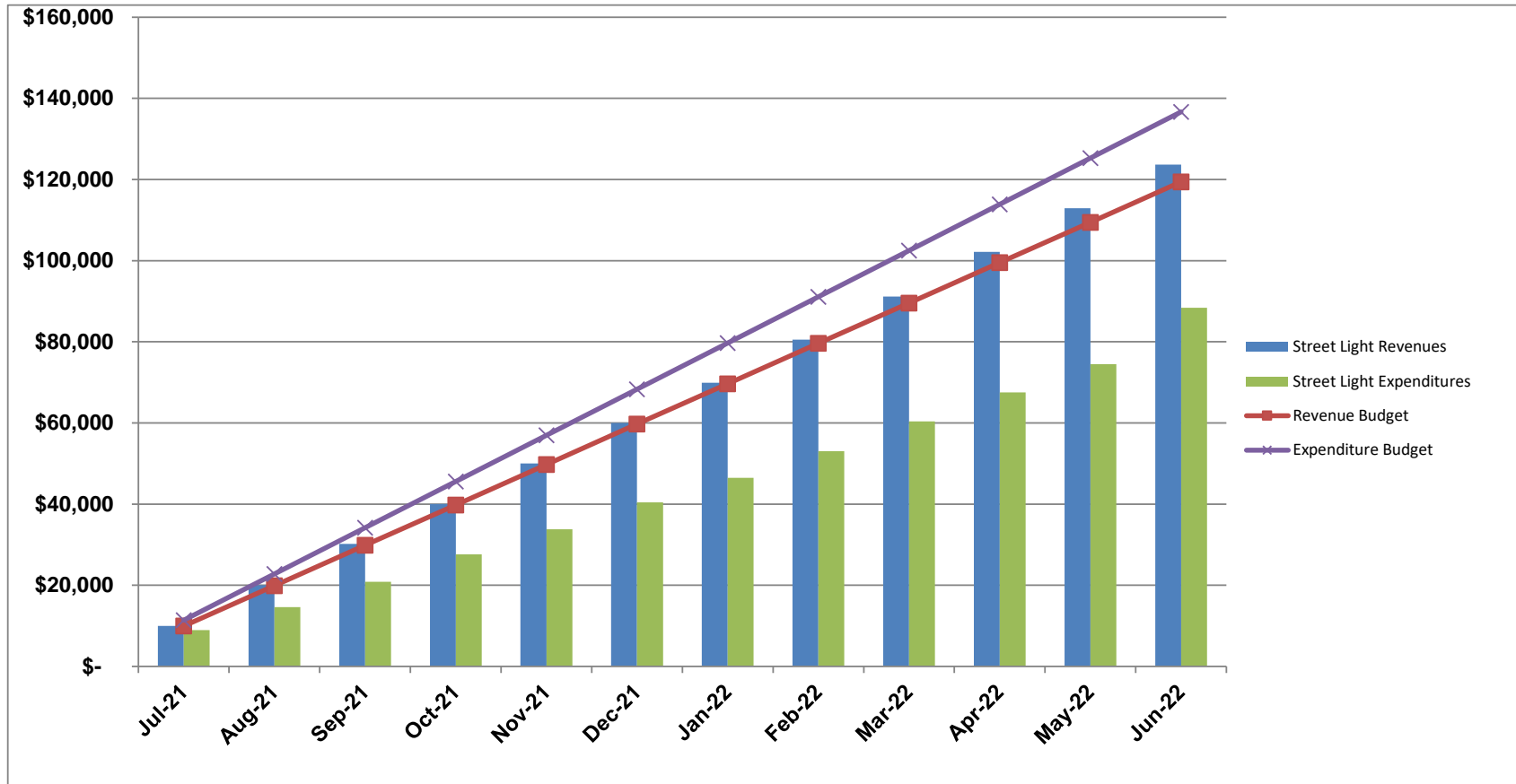
McKinleyville Community Services District June 2022

Comparison of Measure B Fund Total Revenues & Expenditures to Budget



McKinleyville Community Services District June 2022

Comparison of Street Light Fund Total Revenues & Expenditures to Budget



**McKinleyville Community Services District
Capital Expenditure Report
as of June 30, 2022**

	June	YTD Total	FY 21-22 Budget	Remaining		Notes
				Budget \$	Budget %	
Water Department						
Ramey Pump Upgrades	-	-	-	-	#DIV/0!	
Water Tank Painting	-	-	500,000	500,000	100%	Water Tank Painting & Cathodic
4.5m New Water Tank	49,776	138,374	4,132,000	3,993,626	97%	Drilling, LACO Assoc.
Production Meter Replacements	-	-	8,000	8,000	100%	Production Meter Replacement
McCluski Tank3 Replace Roof Vents	-	-	6,000	6,000	100%	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	-	6,619	8,000	1,381	17%	Blake Station Upgrades
Digital Control & Radio Telemetry Upgrade	-	-	10,000	10,000	100%	Radio Telemetry upgrade
Water Main Rehab & Replacement	16,360	144,655	1,000,000	855,345	86%	Water Main Rehab
Property Purchase- Tank Site	-	-	-	-	#DIV/0!	Property Purch/Imprv.Tank Site
Subtotal	66,136	289,648	5,721,000	5,431,352	95%	
Wastewater Department						
Sewer Main Rehab & Replacement	15,845	195,714	1,000,000	804,286	80%	Sewer Main Rehab
WWMF Sludge Disposal - next	-	777,012	240,000	(537,012)	-224%	Sludge handling/disposal
WWMF Recirculation Valve Replacement	-	6,512	15,000	8,488	57%	Recirculation Valve replacem
WWMF Pond Armoring	-	49,300	51,000	1,700	3%	WWMF Pond Armoring
WWMF Secondary Effluent Motor	-	-	6,000	6,000	100%	WWMF Secondary Effluent Motor
Collection Upgrades-UndercrossingsProj	-	14,666	1,149,000	1,134,334	99%	Collection System upgrades
Fischer Lift Station Generator	-	-	40,000	40,000	100%	Fischer Lift Stn Generator
Solar Project - CWSRF Grant/Loan	15,482	2,637,679	3,500,000	862,321	25%	WWMF Solar Project
WWMF - CEQA/ NPDES Permit	-	-	55,000	55,000	100%	NPDES Permit Project
Underground pipe locator & camera	-	-	5,000	5,000	100%	Underground pipe locator & camer
WWMF Lab Cabinets	-	8,918	10,000	1,082	11%	WWMF Lab Cabinets
Subtotal	31,327	3,689,800	6,071,000	2,381,200	39%	
Water & Wastewater Operations						
Heavy Equipment	-	38,734	150,000	111,266	74%	backhoe, aircompressor
Utility Vehicles	-	43,184	42,000	(1,184)	-3%	CCTV truck, 3/4 or 1-ton Pickup
Office, Corporate Yard & Shops	-	-	75,000	75,000	100%	Facilities upgrade/sealcoat
Computers & Software	-	5,019	19,000	13,981	74%	Server, PCs, GIS/SEMS/CADD
Fischer Ranch - Reclamation Site Upgrade (tree far	11,460	95,431	100,000	4,569	5%	Match to 3rd party grant funding
Fischer Ranch - Barn & Fence upgrades, Irrig	9,900	35,596	80,000	44,404	56%	Barn/ house/ fence, Irrig. pipe, Unc
Property behind main office - purchase	-	-	400,000	400,000	100%	Purch property behind main offc
Small Equipment & Other	-	-	40,000	40,000	100%	Misc,response, & GPS surveying
Subtotal	-	217,965	906,000	688,035	76%	
Enterprise Funds Total	118,823	4,197,413	12,698,000	8,500,587	67%	
Parks & Recreation Department						
BMX Park	4,750	4,750	-	(4,750)	#DIV/0!	BMX Park
Hiller Park & Sports Complex	-	-	-	-	#DIV/0!	Hiller Sports Sealcoat-CountyGrant
Pierson Park - Landscaping & signage	-	-	8,000	8,000	100%	Pierson Pk-Landscape & signage
Azalea Hall Projects	-	-	6,000	6,000	100%	Major appliance replacem
McKinleyville Activity Center Upgrades	-	-	85,000	85,000	100%	Flooring replacement
Law Enforcement Facility Improvements	-	-	10,000	10,000	100%	LEF flooring/Library Carpet
Projects Funded by Quimby/Grants/ Other	-	-	505,000	505,000	100%	CommForest,SkatePk,LandAcq
Other Parks Projects & Equipment	-	32,528	8,000	(24,528)	-307%	Utility truck from Ops?
Subtotal	4,750	37,278	622,000	589,472	95%	
Streetlights						
LED Repairs	-	-	7,000	7,000	100%	
Pole Inspection	-	-	40,000	40,000	100%	Pole Inspection/Replacement
Subtotal	-	-	47,000	47,000	100%	
Governmental Funds Total	4,750	37,278	669,000	636,472	95%	
All Funds Total	123,573	4,234,691	13,367,000	9,137,059	68%	

**McKinleyville Community Services District
 Summary of Grants
 as of June 30, 2022**

District Grants	Total Grant Amount	Required District Match	Estimated District Asset Value
CalOES Hazard Mitigation Grant - 4.5 mg Tank	\$ 7,576,448	\$ 1,894,112	\$ 9,553,440
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

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

**McKinleyville Community Services District
Summary of Long-Term Debt Report
as of June 30, 2022**

**Principal Maturities and
Scheduled Interest**

				Balance- May	Balance- June		
	%	Maturity Date		31, 2022	30, 2022	FY-22	Thereafter
Water Fund:							
I-Bank		8/1/30	P	527,704.77	527,704.77	-	527,704.79
Interest	3.37%		I			-	83,950.11
State of CA Energy Commission (ARRA)		12/22/26	P	54,651.86	54,651.86	-	54,651.66
Interest	1.0%		I			-	1,376.83
State of CA (Davis Grunsky)		1/1/33	P	1,182,074.72	1,089,693.03	-	1,182,074.72
State of CA (Davis Grunsky) Deferred Interest		1/1/33	P	187,380.97	170,345.85	-	187,380.97
Interest	2.5%		I			-	184,599.31
COPS - Series 2021A, Water Fund		8/1/51	P	4,335,000.00	4,335,000.00	-	4,335,000.00
Interest	2.93%	8/1/51	I	-	-	-	2,724,548.61
Total Water Fund-Principal				6,286,812.32	6,177,395.51	-	6,286,812.14
Total Water Fund-Interest						-	2,994,474.86
Total Water Fund				6,286,812.32	6,177,395.51	-	9,281,287.00
Wastewater Fund:							
WWMF SRF Loan		7/31/47	P	14,012,514.71	14,012,514.71	-	14,473,509.30
Interest	1.6%		I			-	3,226,319.37
Chase Bank (Pialorsi Property)		3/8/35	P	1,335,000.00	1,335,000.00	-	1,335,000.00
Interest	2.9%		I	-	-	-	177,948.30
USDA (Sewer Bond)		8/1/22	P	65,000.00	65,000.00	-	65,000.00
Interest	5.0%		I			-	1,625.00
COPS - Series 2021B, Wastewater Fund		9/15/51	P	3,560,000.00	3,560,000.00	-	3,560,000.00
Interest	2.93%	9/15/51	I	-	-	-	2,174,325.00
Total Wastewater Fund-Principal				18,972,514.71	18,972,514.71	-	15,873,509.30
Total Wastewater Fund-Interest						-	3,405,892.67
Total Sewer Fund				18,972,514.71	18,972,514.71	-	19,279,401.97
Meas. B Fund: Teen/Comm Center Loan		11/1/29	P	823,539.00	823,539.00	-	832,319.00
	3.55%		I			-	123,030.36
Total Principal				26,082,866.03	25,973,449.22	-	22,992,640.44
Total Interest						-	6,523,397.89
Total				26,082,866.03	25,973,449.22	-	29,516,038.33

Non-debt Long Term Liabilities, District-wide

OPEB Liability
CalPERS Pension Liability

10,010,084.99
2,299,309.00

**McKinleyville Community Services District
Cash Disbursement Report
For the Period June 1 through June 30, 2022**

Check Number	Check Date	Vendor Number	Vendor Name	Net Amount	Invoice #	Description
Accounts Payable Disbursements						
39792	6/22/2022	TPX01	TPx COMMUNICATIONS	(2,724)	157108938u	Ck# 039792 Reversed
39796	6/1/2022	MAY02	DENNIS MAYO	125	C20601	BOARD MEETING 5/4/22
39797	6/2/2022	MAY02	DENNIS MAYO	125	C20602	SPECIAL MEETING 5/7/22
39798	6/8/2022	*0070	AH DEPOSIT REFUND	100	116922	AH DEPOSIT REFUND
39799	6/8/2022	*0071	AH DEPOSIT REFUND	100	116921	AH DEPOSIT REFUND
39800	6/8/2022	BAD01	BADGER METER, Inc.	360	80099897	BEACON MBL HOSTING
39801	6/8/2022	BAS01	PACE ANALYTICAL SERVICES	574	220490828	LAB TESTS TREATMENT
39802	6/8/2022	BUR07	FINGERPRINTING	30	C20602	FINGERPRINTING
39803	6/8/2022	CAS10	FINGERPRINTING	32	C20602	FINGERPRINTING
39804	6/8/2022	COU06	COUNTY OF HUMBOLDT	1,778	122-1612	MAD RIVER RESTORATION GRA
39805	6/8/2022	DON01	DON'S RENT-ALL	300	C20603	PROFESSIONAL SERVICES
39806	6/8/2022	FRA10	FINGERPRINTING	35	C20602	FINGERPRINTING
39807	6/8/2022	FRI05	LESLEY FRISBEE	234	C20603	MILEALGE REIMB CARPD CONF
39808	6/8/2022	HAR13	The Hartford - Priority A	462	712006	GROUP LIFE INSURANCE
39809	6/8/2022	HEA01	HEALTH EQUITY, ATTN: CLINT	4,500	C20608	ACWA HAS PLAN MCS D EMPLOY

39810	6/8/2022	HUM01	HUMBOLDT BAY MUNICIPAL WA	100,234	C20608	WTR PURCHASED
39811	6/8/2022	O&M01	O & M INDUSTRIES	439	C20608	PROFESSIONAL SERVICES
39812	6/8/2022	PAC05	PACIFIC ECORISK	880	18216	LAB TEST TREATMENT
39813	6/8/2022	PGE05	PGE	443	C20608	STREETLIGHTS ACCT 7620
39814	6/8/2022	PGE06	PG&E-STREETLIGHTS	20	C20608	STREETLIGHTS ACCT 3677
39815	6/8/2022	PGE07	PG&E STREETLIGHTS	1,278	C20608	STREETLIGHTS ACCT 0908
39816	6/8/2022	PGE08	PGE STREETLIGHTS	20	C20608	STREETLIGHTS ACCT 3119
39817	6/8/2022	PGE09	PGE-STREETLIGHTS	99	C20608	STREETLIGHTS ACCT 7040
39818	6/8/2022	PGE11	PGE STREETLIGHTS	20	C20608	STREETLIGHTS - ACCT 6945
39819	6/8/2022	PGE12	PGE	218	C20608	GAS & ELECTRIC ACCT 5771
39820	6/8/2022	REE06	CHRIS REED	248	C20608	CLOTHING ALLOWANCE
39821	6/8/2022	SDR01	SDRMA	40,788	71705	WORKERS COMP
39822	6/8/2022	SOU03	FLEX SPENDING REIMBURSEME	77	C20608	FLEX SPENDING REIMBURSEME
39823	6/8/2022	STA02	STATE OF CALIFORNIA ENERG	6,225	11399	ARRA LOAN PAYMENT
39824	6/8/2022	STR01	STREAMLINE	300	19	WEBSITE MONTHLY FEE
39825	6/8/2022	TPC01	TPC TRAINING	2,390	221994	ELECTRICAL TROUBLESHHOT W
39826	6/8/2022	USA01	USA BLUEBOOK	380	381321	LAB TEST TREATMENT
			Check Total:	<u>2,750</u>	967016	
				<u>3,130</u>		
39827	6/8/2022	USP02	USPS: ARCATA BMEU	1,673	C20608	NEWSLETTER POSTAGE

39828	6/8/2022	VAL01	VALLEY PACIFIC PETROLEUM	1,222	505016	GAS/OIL/LUBE
39829	6/8/2022	VAL02	VALLEY PACIFIC	4,723	504256	GAS/OIL/LUBE
39830	6/8/2022	VER01	VERIZON WIRELESS	72	C20608	CELL PHONES/TABLET
39831	6/8/2022	\C015	MQ CUSTOMER REFUND FOR CO	9	000C20601	MQ CUSTOMER REFUND FOR CO
39832	6/8/2022	\C018	MQ CUSTOMER REFUND FOR CR	54	000C20601	MQ CUSTOMER REFUND FOR CR
39833	6/8/2022	\G019	MQ CUSTOMER REFUND FOR GO	51	000C20601	MQ CUSTOMER REFUND FOR GO
39834	6/8/2022	\H004	MQ CUSTOMER REFUND FOR HE	67	000C20601	MQ CUSTOMER REFUND FOR HE
39835	6/8/2022	\H005	MQ CUSTOMER REFUND FOR HU	80	000C20601	MQ CUSTOMER REFUND FOR HU
39836	6/8/2022	\H009	MQ CUSTOMER REFUND FOR HU	93	000C20601	MQ CUSTOMER REFUND FOR HU
39837	6/8/2022	\J008	MQ CUSTOMER REFUND FOR JL	70	000C20601	MQ CUSTOMER REFUND FOR JL
39838	6/8/2022	\K006	MQ CUSTOMER REFUND FOR KI	11	000C20601	MQ CUSTOMER REFUND FOR KI
39839	6/8/2022	\M016	MQ CUSTOMER REFUND FOR MO	95	000C20601	MQ CUSTOMER REFUND FOR MO
39840	6/8/2022	\P001	MQ CUSTOMER REFUND FOR PE	157	000C20601	MQ CUSTOMER REFUND FOR PE
39841	6/13/2022	*0072	AH DEPOSIT REFUND	100	C20609	AH DEPOSIT REFUND
39842	6/13/2022	*0073	PIERSON PARK REFUND	56	116925	PIERSON PARK REFUND
39843	6/13/2022	70,701	707 PEST SOLUTIONS	395	C20609	PROFESSIONAL SERVICES
39844	6/13/2022	ACW01	CB&T/ACWA-JPIA	9,799	687693	GRP. HEALTH INS
39845	6/13/2022	ADV01	ADVANCED SECURITY SYSTEM	119	609674	PROFESSIONAL SERVICES
39846	6/13/2022	CAS10	FINGERPRINTING	30	C20610	FINGERPRINTING
39847	6/13/2022	COL06	COLANTUONO & HIGHSMITH	2,100	52154	4.5 MG TANK PROJECT

39848	6/13/2022	DCF01	DC FROST ASSOCIATES, INC	1,902	43168	REPAIRS/SUPPLIES
39849	6/13/2022	DEP05	DEPARTMENT OF JUSTICE	32	583863	FINGERPRINTING
39850	6/13/2022	GHD01	GHD	12,301	13717	MICROGRID
				34,879	14010	WATER/SEWER MAINLINE REHA
				2,970	14029	PROFESSIONAL SERVICES
39850	6/13/2022	GHD01	GHD	728	14165	WATER RECYCLING PROGRAM
			Check Total:	<u>50,877</u>		
39851	6/13/2022	HAR03	HARPER MOTORS CO.	7,441	C20609	VEHCILE REPAIRS
39852	6/13/2022	HUM08	HUMBOLDT SANITATION	611	25X00189	TRASH SERVICE
				569	25X00190	TRASH SERVICE
				284	25X00191	TRASH SERVICE
				569	25X00292	TRASH SERVICE
			Check Total:	<u>2,032</u>		
39853	6/13/2022	IND02	INDUSTRIAL ELECTRIC SERVICE	521	43641	REPAIRS/SUPPLY
39854	6/13/2022	INF02	INFOSEND	2,991	213630	OFFICE SUPPLIES/POSTAGE
39855	6/13/2022	KAS01	PATRICK KASPARI	259	C20613	CSDA GM SUMMIT TRAVEL ADV
39856	6/13/2022	KEN02	KENNEDY/JENKS CONSULTANTS	43,114	155288	4.5 MG TANK PROJECT
39857	6/13/2022	LES01	LES SCHWAB TIRE CENTER	197	C20609	VEHICLE REPAIRS
39858	6/13/2022	MCK04	MCK ACE HARDWARE	361	C20610	REPAIRS/SUPPLY
39859	6/13/2022	MEN01	MENDES SUPPLY CO.	1,587	C20610	REPAIRS/SUPPLY
39860	6/13/2022	MIL01	Miller Farms Nursery	386	C20610	REPAIRS/SUPPLY
39861	6/13/2022	MIT01	MITCHELL LAW FIRM	914	50198	LEGAL
				925	50199	LEGAL
				74	50200	LEGAL
			Check Total:	<u>1,913</u>		

39862	6/13/2022	NOR01	NORTH COAST LABORATORIES	4,378	C20610	LAB TESTS
39863	6/13/2022	NOR11	NORTHCOAST PUMPHOUSE	2,170	11880	IRRIGATION PIPE AND FITTI
39864	6/13/2022	NOR13	NORTHERN CALIFORNIA SAFET	436	28226	TRAINING/CERT.
				120	28260	SAFETYTRAINGSUP
			Check Total:	<u>556</u>		
39865	6/13/2022	NOR35	NORTHERN HUMBOLDT	912	ES22-180	OPEN SPACE MAINTENANCE
				883	ES22-181	OPEN SPACE MAINTENANCE
			Check Total:	<u>1,795</u>		
39866	6/13/2022	ORE01	O'REILLY AUTOMOTIVE, INC.	22	C20609	VEHICLE REPAIRS
39867	6/13/2022	PAC05	PACIFIC ECORISK	895	18227	LAB TEST TREATMENTS
39868	6/13/2022	PGE01	PG & E (Office & Field)	23,267	C20609	GAS & ELECTRIC
39869	6/13/2022	SEQ01	Sequoia Gas Co.	175	C20609	REPAIRS/SUPPLY/GAS
39870	6/13/2022	SMA01	DREW SMALL	151	C20613	SAFETY ALLOWANCE
39871	6/13/2022	STA03	STATE OF CALIFORNIA	17,035	50016DI	DAVIS GRUNSKY LOAN PMT
				123,098	2207D5001	DAVIS GRUNSKY LOAN PMT
			Check Total:	<u>140,133</u>		
39872	6/13/2022	STA11	STAPLES CREDIT PLAN	754	C20609	OFFICE SUPPLIES
39873	6/13/2022	THO02	Thomas Home Center	414	C20610	REPAIRS/SUPPLY
39874	6/13/2022	THR01	THRIFTY SUPPLY COMPANY	292	C20609	IRRIGATION PIPE AND FITTI
39875	6/13/2022	THR02	DAZEY'S SUPPLY	19	C20609	REPAIRS/SUPPLY TREATMENT
39876	6/13/2022	TUR03	CHRIS TURNER	8,304	3	RECLAMATION SITE UPGRADE
39877	6/13/2022	UMP01	UMPQUA COMMERCIAL CARD OP	350	0622CT	OFFICE SUPPLIES
				25	0622DS	OFFICE SUPPLIES

			781	0622JH	TRAINING/OFFICE SUPPLIES	
			425	0622LF	REPAIRS/SUPPLIES/TRAVEL	
			496	0622PK	OFFICE SUPPLIES/TRAINING	
			3,287	0622BOARD	TRAVEL/TRAINING/OFFICE SU	
			344	0622PARKS	OFFICE SUPPLIES	
		Check Total:	<u>5,707</u>			
39878	6/13/2022	USA01	USA BLUEBOOK	308	981321	LAB TESTS TREATMENT
				2,750	967016R	LAB TESTS TREATMENT
		Check Total:		<u>3,058</u>		
39879	6/16/2022	TUR03	CHRIS TURNER	8,691	4P	RECLAMATION SITE UPGRADE
39880	6/21/2022	*0074	CUSTOMER REFUND	100	116924	CUSTOMER REFUND
39881	6/21/2022	ASC02	ASCAP	19	C20620	SUBSCRIPTIONS
39882	6/21/2022	ATT04	ATT	926	C20620	SWITCHED ETHERNET SERVICE
39883	6/21/2022	ATT06	ATT.	2	C20620	TELEPHONE AZALEA HALL
39884	6/21/2022	CAM01	CAMPTON ELECTRIC SUPPLY	4,273	1021194	LED REPAIRS
39885	6/21/2022	COA01	COASTAL BUSINESS SYSTEMS	1,112	31841504	OFFC EQUIP LEAS
39886	6/21/2022	EUR06	EUREKA READY MIX	2,091	79043	REPAIRS/SUPPLY
39887	6/21/2022	IND02	INDUSTRIAL ELECTRIC SERVI	343	IN43798	REPAIRS/SUPPLY
39888	6/21/2022	INF03	INFINITE CONSULTING SERVI	166	9879	OFFICE SUPPLIES
39889	6/21/2022	MIT02	MITEL	774	40241834	TELEPHONE
39890	6/21/2022	MUD01	MUDDY WATERS COFFEE CO.,I	80	94743185	OFFICE SUPPLIES
39891	6/21/2022	NOR03	NO. COAST VETERINARY HOSP	380	C20620	PROFESSIONAL SERVICES
39892	6/21/2022	PGE10	PGE STREETLIGHTS	4	8390160	STREETLIGHTS

39893	6/21/2022	SDR01	SDRMA	145,328	72159	PROPERTY AND LIABILITY IN
39894	6/21/2022	USP01	USPS POSTMASTER	316	BOX2037	PO BOX RENEWAL
39895	6/21/2022	VAL02	VALLEY PACIFIC	308	555306	GAS/OIL/LUBE
39896	6/22/2022	TPX01	TPx COMMUNICATIONS	2,724	157108938y	Ck# 039896->039792 Repla
39897	6/22/2022	APS01	APS WATER SERVICES CORPOR	812	45887	REPAIRS/SUPPLY
39898	6/22/2022	ASD01	ACTION SPORTS DESIGN, LLC	4,750	22-012-01	PROFESSIONAL SERVICES
39899	6/22/2022	BAS01	PACE ANALYTICAL SERVICES	199	220354628	LAB TESTS TREATMENT
39900	6/28/2022	ARC14	ARCATA CABINET AND DESIGN	6,817	C20627	50% DEPOSIT CABINETS
39901	6/28/2022	CAM01	CAMPTON ELECTRIC SUPPLY	178	1024164	REPAIRS/SUPPLY
39902	6/28/2022	COR01	CORBIN WILLITS SYSTEMS, I	963	C206151	MOM MONTHLY MAINT.
39903	6/28/2022	DEV02	DEVELOPED EMPLOYMENT SERV	316	7427	PROFESSIONAL SERVICES
39904	6/28/2022	HAR13	The Hartford	462	2770	GRP. HEALTH INS
39905	6/28/2022	HUM49	HUMBOLDT TRAILS COUNCIL	3,000	C20627	FLAIL MOWER
39906	6/28/2022	MES01	KIRSTEN MESSMER	76	C20627	REIMBURSEMENT
39907	6/28/2022	PGE05	PGE	448	C20627	STREETLIGHTS
39908	6/28/2022	PGE07	PG&E STREETLIGHTS	1,293	C20627	STREETLIGHTS
39909	6/28/2022	PGE08	PGE STREETLIGHTS	20	C20627	STREETLIGHTS
39910	6/28/2022	PGE09	PGE-STREETLIGHTS	100	C20627	STREETLIGHTS
39911	6/28/2022	THA01	THATCHER COMPANY, INC.	3,040	C20627	REPAIRS/SUPPLY TREATMENT
39912	6/28/2022	TPX01	TPx COMMUNICATIONS	2,724	242657	INTERNET SERVICES

39913	6/28/2022	TRIO2	TRINITY DIESEL INC.	3,562	C20627	PROFESSIONAL SERVICES
39914	6/28/2022	USB01	U.S. BANK TRUST N.A.	4,255	C20627	SEWER BOND PAYMENT
39915	6/28/2022	WES13	WESTERN WEB	1,132	C20627	NEWSLETTER PRINTING
39916	6/28/2022	WIL09	WILLDAN FINANCIAL SERVICE	2,720	010-51493	WATER/SEWER RATE STUDY
D00073	6/2/2022	BIN01	BINDER, SCOTT	125	C20602	SPECIAL MEETING 5/7/22
	6/2/2022	COU09	COUCH, DAVID	125	C20602	SPECIAL MEETING 5/7/22
	6/2/2022	ORS01	ORSINI, GREGORY	125	C20602	SPECIAL MEETING 5/7/22
	6/2/2022	PET01	PETERSON, JOELLEN	125	C20602	SPECIAL MEETING 5/7/22
			Check Total:	<u>500</u>		
Total Disbursements, Accounts Payable:				<u><u>698,583</u></u>		

Payroll Related Disbursements

14-18139	6/8/2022		Various Employees	10,890		Payroll Checks
18181	6/8/2022	CAL12	CalPERS 457 Plan	9,171	C20608	RETIREMENT
				920	1C20608	PERS 457 LOAN PMT
			Check Total:	<u>10,091</u>		
18182	6/8/2022	DIR01	DIRECT DEPOSIT VENDOR- US	43,738	C20608	Direct Deposit
18183	6/8/2022	EMP01	Employment Development	1,960	C20608	STATE INCOME TAX
				885	1C20608	SDI
			Check Total:	<u>2,845</u>		
18184	6/8/2022	HEA01	HEALTHQUITY, ATTN: CLINT	150	C20608	HSA
18185	6/8/2022	HUM29	UMPQUA BANK--PAYROLL DEP.	6,465	C20608	FEDERAL INCOME TAX
				10,011	1C20608	FICA
				2,341	2C20608	MEDICARE
			Check Total:	<u>18,818</u>		

18186	6/8/2022	ACW01	CB&T/ACWA-JPIA	60,769	C20531	MED-DENTAL-EAP INSUR
18187	6/8/2022	PUB01	Public Employees PERS	21,975	C20531	PERS PAYROLL REMITTANCE
18210	6/23/2022	CAL12	CalPERS 457 Plan	8,866	C20623	RETIREMENT
				920	1C20623	PERS 457 LOAN PMT
			Check Total:	<u>9,786</u>		
18211	6/23/2022	DIR01	DIRECT DEPOSIT VENDOR- US	39,847	C20623	Direct Deposit
18212	6/23/2022	EMP01	Employment Development	16	C20616	STATE INCOME TAX
				1,807	C20623	STATE INCOME TAX
				19	1C20616	SDI
				847	1C20623	SDI
				-	2C20616	STATE INCOME TAX
				2	3C20616	SDI
				43	4C20616	STATE INCOME TAX
				7	5C20616	SDI
			Check Total:	<u>2,740</u>		
18213	6/23/2022	HEA01	HEALTH EQUITY, ATTN: CLINT	150	C20623	HSA

18214	6/23/2022	HUM29	UMPQUA BANK--PAYROLL DEP.	106	C20616	FEDERAL INCOME TAX
				6,072	C20623	FEDERAL INCOME TAX
				209	1C20616	FICA
				9,552	1C20623	FICA
				49	2C20616	MEDICARE
				2,234	2C20623	MEDICARE
				-	3C20616	FEDERAL INCOME TAX
				19	4C20616	FICA
				4	5C20616	MEDICARE
				144	6C20616	FEDERAL INCOME TAX
				81	7C20616	FICA
				19	8C20616	MEDICARE

Check Total: 18,489

31-18214 6/24/2022 Various Employees 12,228 Payroll Checks

Total Disbursements, Payroll: 252,516

Total Check Disbursements: **951,100**

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McKinleyville Community Services District

BOARD OF DIRECTORS

August 3, 2022

TYPE OF ITEM: **ACTION**

ITEM: D.3 **Consider Approval of the Senior Center Management Services and Usage Agreement between McKinleyville Community Services District and the McKinleyville Senior Center**

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

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

Recommendation:

Staff recommends that the Board review the information provided; take public comment and consider approving the Senior Center Management Services and Usage Agreement as is or with modifications, for a term of one (1) year and authorize the Board President to execute the Agreement.

Discussion:

For the past several years, the District and the McKinleyville Senior Center (MSC) have worked under a Management Services and Usage Agreement for the MSC use of Azalea Hall and the Meeting Room. The agreement for this year is consistent with the 2020 agreement, with the only change being to the monthly rate. This rate was increased by 6.6% and is reflective of one third the monthly cost of providing utilities and janitorial supplies at the facility.

The Management Services and Usage Agreement can be reviewed in **Attachment 1**. Section 16 was edited to reflect the new monthly rate of \$610.00. **Attachment 2** is Exhibit B, the Schedule of Use

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

MSC shall pay to DISTRICT an amount, agreed upon by both parties, of \$610.00 per month (a 6.6% increase from the 2020 Agreement), for utilities and janitorial supplies as provided in Section 4. The utility and janitorial supplies charge may be adjusted by DISTRICT, on an annual basis, in consultation with MSC.

Utility and supply costs for Azalea Hall average \$1830 per month.

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 - Senior Center Management Services and Usage Agreement
- Attachment 2 – Exhibit B, Schedule of Use

McKINLEYVILLE COMMUNITY SERVICES DISTRICT
Azalea Hall – Senior Center
Management Services and Usage Agreement

This AGREEMENT made and entered into this _____ day of _____, 2022 by and between the McKinleyville Community Services District, a California Community Services District, and the McKinleyville Senior Center, a non-profit organization, with reference to the following facts, which are acknowledged as true and correct by each of the parties:

- (a) As used in this AGREEMENT, the following terms shall have the following definitions:
1. “AGREEMENT” shall mean the Management Services and Usage Agreement.
 2. “DISTRICT” shall mean the McKinleyville Community Services District.
 3. “MSC” shall mean the McKinleyville Senior Center.
 4. “Azalea Hall” shall mean the DISTRICT owned facility located at 1620 Pickett Road.
 5. “District Facilities” shall mean any facility owned and operated by the District available for public use.
 6. “General Manager” shall mean the employee of the DISTRICT serving in said capacity.
 7. “BOARD OF DIRECTORS” shall mean the five elected members of the McKinleyville Community Services District Board of Directors.
 8. “Facility Use Guidelines” shall mean those guidelines established in Article IV of the McKinleyville Community Services District Rules and Regulations, contained in the District Facility Use Handbook, and attached as Exhibit A, as well as any amendments to said documents, DISTRICT may adopt during the term of this Agreement.
 9. “Article IV of the McKinleyville Community Services District Rules and Regulations” shall mean the then current portion of the document containing the Rules and Regulations of the DISTRICT as adopted by the Board of Directors.
- (b) DISTRICT is the owner of Azalea Hall located at 1620 Pickett Road in McKinleyville.

- (c) MSC desires to occupy and use the Meeting Room at Azalea Hall as its primary base of operations and is willing to provide certain services to DISTRICT in consideration of said use and occupancy; and
- (d) MSC and DISTRICT each desires to secure and enter into an AGREEMENT in accordance with the foregoing; and
- (e) The documents which are part of the AGREEMENT, and each of which are incorporated herein by this reference as though set forth in full, are the following:
 - 1. Exhibit A: Article IV of the McKinleyville Community Services District Rules and Regulations
 - 2. Exhibit B: McKinleyville Senior Center Schedule for Use of Azalea Hall & Other District Facilities

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

Section 1. Grant of Facility Use

- 1.01. DISTRICT grants MSC use of Azalea Hall & Other District Facilities as specifically described in Exhibit B. Facility use is subject to modification as a result of the provisions described in Section 20 of this AGREEMENT.
- 1.02. MSC shall adhere to the most current facility usage guidelines as adopted by DISTRICT and attached as Exhibit A. DISTRICT Board of Directors shall have the right to modify the guidelines, from time to time, in its sole discretion and any modifications shall become binding on MSC immediately after adoption.

Section 2. Required MSC Services

- 2.01. During the term of this Agreement, DISTRICT may request MSC to provide certain services to DISTRICT. Tours of the facility for prospective renters are required by DISTRICT. Such other tasks as agreed upon in writing by both parties. MSC will not assume any obligation to provide any services in excess of those stated in this Agreement unless a written amendment to this Agreement is executed by both parties.

Section 3. Maintenance

- 3.01. DISTRICT shall provide weekly general maintenance for Azalea Hall and provide repairs as needed.

- 3.02. MSC shall provide daily janitorial maintenance including stocking of restroom supplies and ensure that any portion of Azalea Hall and/or other District Facilities used by MSC is kept clean, stocked and well maintained on a daily basis, so that the Facility is, at all times, in suitable condition for use by others.

Section 4. Utilities

- 4.01. MSC shall be responsible for the payment of telephone and internet charges incurred by MSC in its usage of Azalea Hall.
- 4.02. DISTRICT shall pay all utility charges incurred to provide heat, water, electricity, trash and alarm services to Azalea Hall except those utilities specifically agreed to be paid by MSC as outlined in this section.

Section 5. Equipment and Supplies Storage

- 5.01. Storage of MSC's equipment at Azalea Hall shall be at MSC's sole risk and DISTRICT shall not warrant security of stored materials.
- 5.02. Storage of MSC's equipment must not interfere or compromise access to facility amenities available to other facility users.

Section 6. Facility Use and Access

- 6.01. MSC agrees to comply with DISTRICT's established facility use guidelines, as defined in Article IV of the McKinleyville Community Services District Rules and Regulations, and attached as Exhibit A and incorporated by reference herein.
- 6.02. MSC agrees that in respect to the Hewitt Room and Kitchen, when in use by other patrons who have paid for use of that space, it is not accessible to Seniors during the time that it is in use by others.

It is the responsibility of the MSC staff and volunteers to make alternate arrangements for cooking, etc. to allow for uninterrupted use of the Hewitt Room and Kitchen by other users who have paid for use of the space.

- 6.03. MSC will sign for facility access keys; maintain custody of all keys during the term of this AGREEMENT; and return all keys upon completion of the term of this AGREEMENT. MSC shall not duplicate any keys or provide security codes to any other party. MSC will follow the procedures established by DISTRICT in opening building and closing building including activation and deactivation of alarm system. MSC will pay any charges levied resulting from false alarms caused by MSC's failure to comply with DISTRICT's security procedures. MSC will pay DISTRICT's actual cost to re-key Azalea Hall should MSC lose any key.

- 6.04. Should this AGREEMENT be terminated, MSC will surrender to DISTRICT, MSC's keys on or before the last day the AGREEMENT is still valid. Should this AGREEMENT be terminated, MSC also acknowledges that MSC's security codes will expire at Midnight on the last full day the Agreement is valid.

Section 7. Use of Equipment

- 7.01. MSC agrees not to use equipment owned by those other than MSC and DISTRICT and stored at Azalea Hall without first obtaining written approval from the owner of said equipment. A copy of written approval must be provided to the DISTRICT.

Section 8. Entry by DISTRICT

- 8.01. MSC shall permit DISTRICT, and DISTRICT's agents and assigns, at all reasonable times, to enter Azalea Hall (and those portions occupied by MSC), for the purposes of inspection, compliance with the terms of this AGREEMENT, exercise of all rights under this AGREEMENT, posting notices, and all other lawful purposes.

Section 9. Use Compatibility

- 9.01. MSC agrees that all use of Azalea Hall by MSC shall be conducted in a manner within the intended use of Azalea Hall and compatible with respect to the surrounding neighborhood and community.

Section 10. Site Improvements

- 10.01. Should MSC desire to have specific site improvements installed at Azalea Hall, MSC must first obtain written approval from the DISTRICT for such improvements and pay for all costs related to any pre-approved improvements.
- 10.02. It is understood and agreed between the parties that all installations, additions, and improvements constructed or installed at any time at Azalea Hall during the term of this AGREEMENT shall immediately become the property of and belong to the DISTRICT upon such construction or installation.

Section 11. Prohibited Actions

- 11.01. MSC shall not:

- 11.01.a. Use Azalea Hall for any purpose other than as authorized in this AGREEMENT and described in Exhibit B and authorized by DISTRICT; and
- 11.01.b. Perform or permit to be done anything which may interfere with the effectiveness and accessibility of Azalea Hall; nor perform or permit to be done anything which may interfere with free access and passage in Azalea Hall or the public areas adjacent thereto; or hinder police, fire fighting, or other emergency personnel in the discharge of their duties; and
- 11.01.c. Rent, sell, lease, or offer any space for any articles whatsoever within or on Azalea Hall without the prior written consent of the DISTRICT; and
- 11.01.d. Place any additional lock of any kind upon any door, cabinet, or storage space, unless a key therefore is provided to the DISTRICT, and, upon expiration or termination of this AGREEMENT, to surrender to DISTRICT any and all keys, and in the event of loss of any keys furnished by DISTRICT, MSC shall pay DISTRICT the cost for replacement thereof; and
- 11.01.e. Use or allow Azalea Hall to be used for any improper purposes or for purposes in violation of Article IV of the McKinleyville Community Services District Rules and Regulations, as the same may be modified from time to time by DISTRICT.

Section 12. Equal Opportunity and Non-Discrimination Clause

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

MCSD will not tolerate harassment by its employees of Contractors and Vendors with whom District employees have a business, service or professional relationship. Additionally, the District will not tolerate harassment by Contractors and Vendors directed at employees or the

participants of programs or recipients of services provided by Contractors or Vendors.

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

Section 13. Americans with Disabilities Act Compliance

- 13.01. DISTRICT shall indemnify, defend, and hold harmless MSC from any fines or penalties which may be imposed on MSC its pursuant to the Americans with Disabilities Act as a result of DISTRICT's failure to make any required improvements to the premises as required by the Americans with Disabilities Act.
- 13.02. MSC shall be responsible for compliance with any and all requirements of the Americans with Disabilities Act with respect to the operation of MSC programs and use of Azalea Hall for which MSC is responsible. MSC shall indemnify, defend, and hold harmless DISTRICT from any fines or penalties which may be imposed upon it pursuant to the Americans with Disabilities Act as a result of MSC's failure to comply with any requirement of the Americans with Disabilities Act with respect to the operation of MSC programs and use of Azalea Hall for which MSC is responsible.

Section 14. Compliance with Law

- 14.01. MSC shall comply with and conform to all laws and regulations, state, and federal and any and all requirements and orders of any state, or federal board or authority, present or future, in any way relating to the condition or use of Azalea Hall throughout the entire term of this AGREEMENT.

Section 15. Coordination, MSC Board and Staffing Requirements

- 15.01. DISTRICT Coordination and Staffing
 - 15.01.a. DISTRICT shall designate a Parks & Recreation employee who shall be the primary contact person with the MSC.
- 15.02. MSC Meeting and Coordination Requirements

- 15.02.a. During the term of this Agreement the MSC shall maintain an active Board of Directors which shall meet quarterly or as needed during each year this AGREEMENT is in effect.
- 15.02.b. DISTRICT General Manager, MCSD Board Liaison and MCSD Staff Liaison shall be invited to each MSC Executive Meeting, and Regular meeting of the MSC Board of Directors, and an item shall be included at the beginning of each MSC meeting agenda to address Azalea Hall and issues pertinent to this AGREEMENT. MCSD will appoint a Staff Liaison to facilitate communications and cooperation between the two entities.

Section 16. Compensation

- 16.01. MSC shall pay to DISTRICT an amount, agreed upon by both parties, of \$610.00 month, for utilities and janitorial supplies as provided in Section 4. The utility and janitorial supplies charge may be adjusted by DISTRICT, on an annual basis, in consultation with MSC.

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

- 16.02. Additional facility use fees to be paid by MSC shall be outlined in Exhibit B.

- 16.03. Payment Procedure

- 16.03.a. MSC shall pay DISTRICT all sums required under this Agreement within thirty (30) days after receipt by MSC of payment statement for each month (or partial month) for which payments are due.

- 16.04. Delinquent Payment

- 16.04.a. In the event MSC shall be delinquent by more than fifteen (15) days in the payment of any sums due under the terms of this Section, such delinquencies shall be considered to be a breach of this AGREEMENT.

Section 17. Insurance

- 17.01. Minimum Scope

- 17.01.a. At MSC's cost, MSC shall obtain and maintain throughout the term of this AGREEMENT, comprehensive general public liability insurance, issued by an admitted carrier with a Best Company Rating of no less than "A" and acceptable to DISTRICT. Such

insurance shall provide coverage for MSC's actions in performing this AGREEMENT and use of Azalea Hall and insuring DISTRICT against loss or liability caused by or connected with MSC's occupation and use of Azalea Hall under this AGREEMENT. Insured amounts shall be not less than \$1,000,000.00 per occurrence and DISTRICT, its officers, agents, assigns, and employees shall be designated as additional insured pursuant to said policy.

17.02. Proof of Insurance

17.02.a. Prior to the commencement of this AGREEMENT and the inception of the term, MSC shall provide DISTRICT written notification from the insurance carrier, of the existence of such policies and shall also provide a certificate of insurance and separate endorsement in the amounts listed in 17.01. Coverage provided by the policy shall not be canceled or amended until the DISTRICT is first provided with at least thirty (30) days written notice concerning such cancellation or notice.

Section 18. Indemnity

18.01. Hold Harmless

Except for the active negligence or willful misconduct of DISTRICT, MSC undertakes and agrees to defend, indemnify, and hold harmless DISTRICT and all its officers, agents, assigns, and employees from and against any and all suits, actions, and causes of action, claims, liens, demands, obligations, proceedings, loss or liability of every kind and nature in connection with or arising directly or indirectly out of this AGREEMENT whatsoever, for death or injury to any person including DISTRICT's officers, agents, assigns, and employees, or damage or destruction of any property of either party hereto or of third parties, arising out of or in any manner by reason of, or incident to, the performance of this AGREEMENT, on part of MSC, its officers, agents, assigns, and employees of any tier.

Section 19. Unavoidable Delays

19.01. The provisions of this Section shall be applicable if there shall occur, during the term of this AGREEMENT, any (a) inability to obtain labor or materials, or reasonable substitutes (other than lack of funds); or (b) acts of God, governmental restriction, regulations or controls, enemy or hostile government, civil commotion, fire, or other casualty; or (c) other conditions similar to those enumerated in this Section beyond reasonable control of the party obligated to perform (other than lack of funds). If DISTRICT or MSC shall, as the result of any of the above-described events, fail to

provide or perform any obligation on its part under this AGREEMENT, then upon written notification to the other within ten (10) days of such event, such failure shall be excused and not be a breach of this AGREEMENT by the party claiming unavoidable delay, but only to the extent occasioned by such event. Notwithstanding anything contained herein to the contrary, this Section shall not be applicable to the obligation of the DISTRICT or MSC to pay any sums, monies, costs, charges, or expenses required paid pursuant to the terms of this AGREEMENT.

Section 20. Amendments and Assignments

- 20.01. This AGREEMENT contains the complete and final AGREEMENT between DISTRICT and MSC. No AGREEMENT or other understanding in any way purporting to modify, add to, or supersede the terms and conditions hereof, shall be binding upon either party unless made in writing and duly executed by authorized representatives. This provision shall not limit or restrict DISTRICT's right to modify the Facility Use Guidelines, during the term of this Agreement.
- 20.02. This AGREEMENT may not be assigned or transferred, in whole or in part, by MSC without first obtaining the written consent of DISTRICT. Consent may be withheld, for any reason, in the DISTRICT's sole discretion.
- 20.03. This AGREEMENT may not be assigned or transferred, in whole or in part, by DISTRICT without first obtaining written consent of MSC and approval by MSC's Executive Board of Directors. Consent may be withheld, for any reason, in the MSC's sole discretion.
- 20.04. Furthermore, the DISTRICT agrees that proposals for amendments and assignments to this AGREEMENT shall not be submitted in any DISTRICT Board or Committee meeting packet, given to any Board or Committee member, or otherwise posted unless such amendments and assignments have been presented in writing to MSC's Executive Board of Directors.

Section 21. Taxes

- 21.01. MSC shall be solely responsible for the payment, when due, for any possessory interest or other unsecured tax levied by any governmental authority with respect to the use and occupancy of Azalea Hall by MSC.

Section 22. Resolution of Disputes

- 22.01. Process for Resolution

22.01.a. Any dispute arising under the terms of this AGREEMENT, which is not resolved within a reasonable period of time by authorized

representatives of the DISTRICT and the MSC shall be brought to the attention of DISTRICT General Manager (or designated representative of the DISTRICT) and the Chair of the MSC Board of Directors (or designated representative) of the MSC for joint resolution of the dispute. If these means are pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this AGREEMENT. Despite an unresolved dispute, the DISTRICT and MSC hereto shall continue without delay to perform its obligations under this AGREEMENT.

22.02. Attorney's Fee's

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

Section 23. Law Governing

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

Section 24. Notices

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

General Manager
McKinleyville Community Services District
1656 Sutter Road / P.O. Box 2037
McKinleyville CA 95519

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

Board Chair
McKinleyville Senior Center
1620 Pickett Road
McKinleyville CA 95519

Either DISTRICT or MSC may change such address by notifying the other party in writing as to such new address as DISTRICT or MSC may desire

used and which address shall continue as the address until further written notice.

Section 25. Term and Extensions

25.01 Term and Extensions

25.01.a. Subject to the provisions of this AGREEMENT, the term of this AGREEMENT shall be for one (1) year, commencing on the date herein and shall continue through and including the 30th day of August, 2023

Opportunities shall be made for DISTRICT and MSC to review this AGREEMENT on a yearly basis to enact amendments and assignments to this AGREEMENT as provided in Section 20 of this AGREEMENT.

25.02. Termination by DISTRICT

25.02.a. Notwithstanding the foregoing, DISTRICT, in the case of MSC's breaches, may terminate this AGREEMENT by giving MSC written notice, to the address herein set forth, which notice shall identify MSC's deficiencies in performance of this AGREEMENT. If, within thirty (30) days of the date of said notice, MSC has not cured the deficiency in performance, DISTRICT may, by further written notice, terminate this AGREEMENT to be effective sixty (60) days following the date of said second written notice.

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

25.03. Termination by MSC

25.03.a. Notwithstanding the foregoing, MSC, in the case of DISTRICT's breaches, may terminate this AGREEMENT by giving DISTRICT written notice to the address herein set forth which notice shall identify DISTRICT's deficiencies in performance of this AGREEMENT. If, within thirty (30) days of the date of said notice, DISTRICT has not cured the deficiency in performance, MSC may, by further written notice, terminate this AGREEMENT to be effective sixty (60) days following the date of said second written notice.

25.04. Obligations Upon Expiration or Termination

25.04.a. Upon the expiration or termination of this AGREEMENT, for any reason whatsoever, MSC shall promptly deliver the following to the DISTRICT's appointed agent:

All access keys and codes to Azalea Hall.

25.05. Disposition of Certain Property

25.05.a. MSC hereby acknowledges and agrees that any and all equipment not directly owned by MSC and all DISTRICT-owned equipment and materials used in connection with Azalea Hall shall remain the property of the DISTRICT, and MSC acknowledges that it shall not be entitled to remove such property from Azalea Hall upon the expiration or termination of this AGREEMENT, regardless of reason.

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

McKinleyville Community Services District

McKinleyville Senior Center

By: _____
David R. Couch, President
MCSD Board of Directors

By: _____
Chairman, MSC Board of Directors

Date: _____

Date: _____

Attest:

By: _____

April Sousa, Secretary to the Board of Directors

EXHIBIT B

McKINLEYVILLE SENIOR CENTER Schedule for Use of Azalea Hall & Other District Facilities

1. The McKinleyville Senior Center (MSC) shall have exclusive use of the Meeting Room located in Azalea Hall as follows:
 - a. 5 Days per week. 9:00am-10:00pm with the following exceptions:
 - i. The Meeting Room will be available for use by MCSD and vendors with valid use agreements and use schedules that do not conflict with the regular hours of the MSC.
 - ii. The Meeting Room will be available for use by event rentals on evenings and/or weekends, when scheduled and reserved a minimum of one (1) month in advance of the date of use.

Additional Use: MSC shall have exclusive use on the evening of first Friday in June and all day the first Saturday in June for participation in the Pony Express Days Festival

MSC can reserve use of other District Facilities at the Non-Profit/Vendor rate when those facilities are not otherwise in use.

2. MSC shall have exclusive use of the Hewitt Room and Kitchen in Azalea Hall for **nine (9) hours per month as scheduled** and approved by the General Manager. Furthermore, the MSC agrees to pay DISTRICT \$18.85 per hour for any use in the Azalea Hall Kitchen that exceeds nine (9) hours per month.
 - a. MSC will also have exclusive use of the Hewitt Room and Kitchen **for up to 12 hours each year** to hold special events or fundraisers **The specific date or dates for such use will be set by mutual agreement at least two (2) months in advance.**
3. MSC may use the Hewitt Room of Azalea Hall during other unreserved times for any normal operation or activity; whether spontaneous, scheduled, or ongoing at no charge to MSC.
4. MSC shall have exclusive use of the Azalea Hall Office.
5. MSC agrees to inform DISTRICT of scheduled or ongoing use so DISTRICT may include such events on the Azalea Hall facility use calendar. However, if DISTRICT, a DISTRICT-approved vendor, special event, or recreation program, require use of the Hewitt Room during those times, except times granted to MSC in numbers one (1) and two (2) above, such use shall have priority over use of the Hewitt Room by MSC. Furthermore, MSC agrees to reschedule, move, or make alternative arrangements for any cancellation resulting from such use at no cost to DISTRICT.

EXHIBIT B

6. Acknowledging that the participants in MSC programs are a viable and important part of the community, DISTRICT shall consider, respect, and adhere to MSC's scheduled and ongoing use of the Hewitt Room when scheduling and planning recreation programs for the community. Furthermore, DISTRICT agrees that all such scheduling of the Hewitt Room for DISTRICT's recreation programs shall result in consultation with the Board of the MSC and DISTRICT's General Manager. The DISTRICT shall notify the MSC of scheduling changes well in advance.
7. MSC shall not charge a usage fee to any group or organization for the use of any District facility without gaining prior authorization from the General Manager.
8. MSC shall pay for the use District Facilities for any profitable fee based class or event held outside of the allotted schedule listed in #1 & #2 above.

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McKinleyville Community Services District

BOARD OF DIRECTORS

August 3, 2022

TYPE OF ITEM: **ACTION**

ITEM: 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**

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

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

Recommendation:

Staff recommends that the Board review the provided material and reaffirm Resolution 2021-27 (**Attachment 1**), authorizing the continued use of virtual meetings.

Discussion:

At the beginning of the pandemic, Governor Newsom issued Executive Orders N-08-21, N-25-20, and N-29-20, which allowed for relaxed provisions of the Ralph M. Brown Act (Brown Act) that allowed legislative bodies to conduct meetings through teleconferencing without having to meet the strict compliance of the Brown Act.

The Governor slated these orders to sunset at the end of September 2021.

On September 17, 2021, Governor Newsom signed into law Assembly Bill 361, which amends the Government Code to provide relief from strict teleconferencing provisions of the Brown Act under certain circumstances. In order to continue in this matter, the legislative body would need to make certain findings that would require the need for the legislative body to conduct meetings in this matter. These findings would include any sort of proclaimed state of emergency.

A state of emergency was proclaimed by the Governor on March 4, 2020, which remains in effect today. Additionally, the Humboldt County Health Officer has imposed recommendations to continue to promote social distancing in his August 6, 2021 order, as well as other prior orders and guidance.

As this state of emergency continues to directly impact the ability for some members of the public to meet in person as well as, at times, members of the Board of Directors to safely meet in person, the continuance of public meetings via teleconference is advisable.

The Board of Directors previously discussed continuing with a teleconference option for all board meetings at the August 2021 Board meeting. With the passing of Resolution 2021-27, any Board member that finds themselves unable to attend in person due to a sudden COVID matter will be able to continue to meet as a member of the Board via a teleconference option without the strict teleconferencing provisions, which includes disclosing the location of each Board Director who is meeting virtually.

Resolution 2021-27 was originally approved on October 6, 2021.

It is recommended by legal counsel that this resolution be reaffirmed in 30 days, and every 30 days after, until such time it is no longer needed.

Alternatives:

Staff analysis consists of the following potential alternative:

- Take No Action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Resolution 2021-27

RESOLUTION NO 2021-27

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT MAKING FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 54953, AS AMENDED BY ASSEMBLY BILL 361, AND AUTHORIZING THE CONTINUED USE OF VIRTUAL MEETINGS

WHEREAS, as a result of the COVID-19 pandemic, the Governor issued Executive Order Nos. N-08-21, N-25-20 and N-29-20, which suspended certain provisions of the Ralph M. Brown Act to allow legislative bodies to conduct public meetings without strict compliance with the teleconferencing provisions of the Brown Act; and

WHEREAS, Assembly Bill 361, which was signed into law on September 17, 2021, amended Government Code section 54953, to provide relief from the teleconferencing provisions of the Brown Act under certain circumstances provided the legislative body makes certain findings; and

WHEREAS, as a result of the COVID-19 pandemic, the Governor proclaimed a state of emergency on March 4, 2020, in accordance with the section 8625 of the California Emergency Services Act, and the state of emergency remains in effect; and

WHEREAS, as a result of the COVID-19 pandemic, the Humboldt County Health Officer has imposed and has recommended measures to promote social distancing as more particularly set forth in his August 6, 2021, Order, among other prior orders and guidance; and

NOW, THEREFORE, the Board of Directors of the McKinleyville Community Services District does hereby find and resolve as follows:

1. That the Board has reconsidered the circumstances of the previously declared and existing state of emergency arising from the COVID-19 pandemic; and
2. That the state of emergency continues to directly impact the ability of the members of the Board to meet safely in person, and further that local officials continue to impose or recommend measures to promote social distancing; and
3. That the Board may continue to conduct public meetings in accordance with Government Code section 54953(e); and
4. That the Board will reconsider the above findings within 30-days of this Resolution.

PASSED AND ADOPTED on the 6th day of October 2021 by the following vote:

AYES: Binder, Clark-Peterson, Couch, Orsini, and Mayo
 NAYS: None
 ABSENT: None
 ABSTAIN: None



 Dennis Mayo, Board President

Attest: 

 April Sousa, MMC, Board Secretary

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McKinleyville Community Services District

BOARD OF DIRECTORS

August 3, 2022

TYPE OF ITEM: **ACTION**

ITEM: D.5 **Review and Adopt MCSD Conflict of Interest Code with Suggested Changes**

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

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

Recommendation:

Staff recommends the Board review the provided information, accept public input, and adopt Resolution 2020-23 to accept the MCSD Conflict of Interest Code with suggested changes by Legal Counsel.

Discussion:

The Political Reform Act requires local government agencies to review their Conflict of Interest Code biennially to determine whether it is accurate or needs to be amended. The District's Conflict of Interest Code was recently revised in 2020. Staff has reviewed the current code and has determined that minor revisions are needed at this time.

Alternatives:

- Take no action

Fiscal Analysis:

- Not applicable

Environmental Requirements:

- Not applicable

Exhibits/Attachments

- Attachment 1-Conflict of Interest Code with red-lined revisions
- Attachment 2-Resolution 2020-23 with Exhibit A – Final changes to MCSD Conflict of Interest Code

McKINLEYVILLE



COMMUNITY SERVICES DISTRICT



MCKINLEYVILLE COMMUNITY SERVICES DISTRICT CONFLICT OF INTEREST CODE

CONFLICT OF INTEREST CODE FOR THE
MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations, Section 18730) that contains the terms of a standard model conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments to the Political Reform Act. Therefore, the terms of 2 California Code of Regulations, Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission along with the attached Appendix in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference. This regulation and the attached Appendices designating positions and establishing disclosure categories, shall constitute the Conflict of Interest Code of the McKinleyville Community Services District (the "District").

Individuals holding designated positions ~~shall~~must file statements of economic interest with the District which will make the statements available for public inspection and reproduction. (Government Code Section 81008.) ~~Upon receipt of statements of the Board of Directors and General Manager, the agency shall make and retain copies and forward the originals to the Fair Political Practices CommissionHumboldt County Elections Office.~~ Statements of all other individuals holding designated positions will be retained by the agency.

APPENDICES

APPENDIX A

DESIGNATED POSITIONS

DISCLOSURE CATEGORIES

Recreations Director	1, 2, 3
Finance Director	1, 2, 3
Operations Director	1, 2, 3
Legal Counsel	1, 2, 3
Engineer (contract)*	1, 2, 3
Consultant*	1, 2, 3
New Position*	1, 2, 3
Recreation Advisory Committee Members	1, 2, 3
Standing Committee Members	1, 2, 3

* *Consultants/New Positions are included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation: The General Manager may determine in writing that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code. (Government Code Section 81008.)

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

Officials who manage public investments are deemed to be "statutory filers" within the meaning of Government Code Section 87200 because they must file statement of economic interest (FPPC Form 700) pursuant to the state Political Reform Act instead of the District's conflict of interest code. The District's statutory filers are as follows:

Members of the Board of Directors
General Manager

An individual holding one of the above listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code Section 87200.

APPENDIX B

General Provisions

When a designated employee is required to disclose investments, sources of income and business positions, he/she need only disclose investments and positions in business entities and sources of income (other than gifts) which do business in the jurisdiction, plan to do business in the jurisdiction or have done business in the jurisdiction within the past two years. In addition to other activities, a business entity is doing business within the jurisdiction if it owns real property within the jurisdiction. Gifts must be disclosed without regard to location of the donor. When a designated employee is required to disclose interests in real property, he/she need only disclose real property that is located in whole or in part within or not more than two miles outside the boundaries of the jurisdiction or within two miles of any land owned or used by the McKinleyville Community Services District.

Designated employees shall disclose their financial interests pursuant to the appropriate disclosure categories indicated below.

Disclosure Categories

Category 1: All investments and business positions in business entities, and all sources of income (including loans and gifts).

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Category 2: All interests in real property.

Category 3: Investments and business positions in business entities and income from sources that, within the past two years, have contracted with the District to provide services, supplies, materials, machinery or equipment.

RESOLUTION 2022-23

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT ADOPTING THE MCSD CONFLICT OF INTEREST CODE WITH AMENDMENTS

WHEREAS, the Political Reform Act, Government Code Section 81000 et seq. requires that each governmental agency keep current a local Conflict of Interest Code; and

WHEREAS, the MCSD Conflict of Interest Code is required to be reviewed biennially; and

WHEREAS, the MCSD Board of Directors on February 11, 1999 (Resolution 1999-02) adopted a code applicable to MCSD and subsequently voted on amendments on April 13, 2000, August 4, 2004, August 18, 2010, August 1, 2012, and August 5, 2020; and

WHEREAS, the MCSD Conflict of Interest Code has been reviewed by the Board and District Legal Counsel; and

WHEREAS, after review and on the recommendation of staff, the Board has determined that the current Conflict of Interest Code requires minor revisions.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the McKinleyville Community Services District does hereby adopt the recitals and findings stated above and authorizes the submittal of a written statement to the Humboldt County Elections office stating that the Board has reviewed the Conflict of Interest Code and has determined the attached minor revisions (Exhibit A).

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on August 3, 2022 by the following polled vote:

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

David R. Couch, Board President

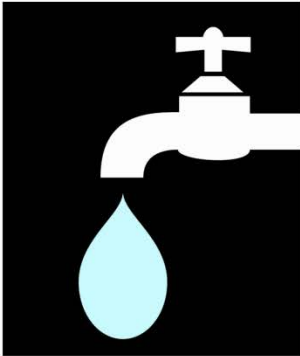
Attest:

April Sousa, MMC, Board Secretary

McKINLEYVILLE



COMMUNITY SERVICES DISTRICT



MCKINLEYVILLE COMMUNITY SERVICES DISTRICT CONFLICT OF INTEREST CODE

CONFLICT OF INTEREST CODE FOR THE
MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations, Section 18730) that contains the terms of a standard model conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments to the Political Reform Act. Therefore, the terms of 2 California Code of Regulations, Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission along with the attached Appendix in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference. This regulation and the attached Appendices designating positions and establishing disclosure categories, shall constitute the Conflict of Interest Code of the McKinleyville Community Services District (the "District").

Individuals holding designated positions must file statements of economic interest with the District which will make the statements available for public inspection and reproduction. (Government Code Section 81008.) Upon receipt of statements of the Board of Directors and General Manager, the agency shall make and retain copies and forward the originals to the Fair Political Practices Commission. Statements of all other individuals holding designated positions will be retained by the agency.

APPENDICES

APPENDIX A

DESIGNATED POSITIONS

DISCLOSURE CATEGORIES

Recreations Director	1, 2, 3
Finance Director	1, 2, 3
Operations Director	1, 2, 3
Legal Counsel	1, 2, 3
Engineer (contract)*	1, 2, 3
Consultant*	1, 2, 3
New Position*	1, 2, 3
Recreation Advisory Committee Members	1, 2, 3
Standing Committee Members	1, 2, 3

* *Consultants/New Positions are included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitations: The General Manager may determine in writing that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code. (Government Code Section 81008.)

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

Officials who manage public investments are deemed to be "statutory filers" within the meaning of Government Code Section 87200 because they must file statement of economic interest (FPPC Form 700) pursuant to the state Political Reform Act instead of the District's conflict of interest code. The District's statutory filers are as follows:

Members of the Board of Directors
General Manager

An individual holding one of the above listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code Section 87200.

APPENDIX B

General Provisions

When a designated employee is required to disclose investments, sources of income and business positions, he/she need only disclose investments and positions in business entities and sources of income (other than gifts) which do business in the jurisdiction, plan to do business in the jurisdiction or have done business in the jurisdiction within the past two years. In addition to other activities, a business entity is doing business within the jurisdiction if it owns real property within the jurisdiction. Gifts must be disclosed without regard to location of the donor. When a designated employee is required to disclose interests in real property, he/she need only disclose real property that is located in whole or in part within or not more than two miles outside the boundaries of the jurisdiction or within two miles of any land owned or used by the McKinleyville Community Services District.

Designated employees shall disclose their financial interests pursuant to the appropriate disclosure categories indicated below.

Disclosure Categories

Category 1: All investments and business positions in business entities, and all sources of income (including loans and gifts).

Category 2: All interests in real property.

Category 3: Investments and business positions in business entities and income from sources that, within the past two years, have contracted with the District to provide services, supplies, materials, machinery or equipment.

McKinleyville Community Services District

BOARD OF DIRECTORS

August 3, 2022

TYPE OF ITEM: **ACTION**

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

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

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

Recommendation:

Staff recommends the Board review the information provide, take public comment, and authorize the Board President to execute the agreement.

Discussion:

In 2018 McKinleyville Union School District (MUSD) received a 21st Century Community Learning Center After School Program grant and took over the administration of after school programming for Dows Prairie and Morris Elementary schools, which had previously been administered by the District's Park & Recreation Department. MUSD entered into a Memorandum of Understanding with the District for the 2018-19 to subcontract with MCSD for the provision of part-time After School Leaders to facilitate the 21st CCLC program activities and has renewed the MOU annually since then. At this time, it is desired to renew the MOU for the 2022-23 school year. The MOU for the 2022-23 school year can be reviewed in **Attachment 1**

The original Memorandum of Understanding (MOU) for the 2018-19 school year was reviewed and approved by District counsel. As this is a renewal MOU with changes only to dates and compensation amounts, this iteration was not submitted for legal review.

Alternatives:

Staff's analysis includes the following potential alternative:

- Take no action

Fiscal Analysis:

This agreement will be cost neutral. The 2021-22 Agreement allowed all District costs to be recouped as per the compensation formula stated in the MOU.

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – MUSD and MCSD Memorandum of Understanding 2022-23

McKinleyville Union School District Agreement with McKinleyville Community Services District

For 21st Century Community Learning Center After School Programs

This Agreement is made and executed on this ____ day of _____ 2022 (the "Effective Date"), by and between McKinleyville Union School District, ("MUSD" or "District") and the McKinleyville Community Services District ("MCSD" or "Contractor").

Recitals

- A. WHEREAS, MUSD provides after school programs for its students known as the 21st Century Community Learning Center program ("CCLC" or "Program"); and
- B. WHEREAS, MCSD is willing to provide staffing for the 21st CCLC program through and in coordination with MCSD's Recreation Division; and
- C. WHEREAS, it is to the mutual benefit of MUSD and MCSD, MUSD students, and the community for MUSD and MCSD to enter into this Agreement to facilitate the provision of services as stated herein; and
- D. WHEREAS, the Program services will be operated at the following location:
(the "Site").

NOW, THEREFORE, MUSD and MCSD hereby agree as follows:

Agreement

1. MUSD Services. MUSD agrees to provide the following services:

- On-site supervision of MCSD staff at the Site during Program hours by either MUSD's Coordinator and/or Site-specific Leader.
- Provide Site-specific training and orientation by MUSD staff to properly train and support MCSD staff.
- Provide adequate supplies and facilities to operate all programming during Program hours.
- Provide adequate training, supplies and supervision to ensure that the student-to-staff ratio will not exceed twenty-to-one (20:1) in compliance with California Education Code Section 8483.4.)

2. MCSD agrees to the following:

A. Qualified Personnel:

Work under this Agreement shall be performed by competent personnel under the supervision of and in the employment of MCSD and in compliance with the 21st Century

Community Learning Center Grant. Contractor will comply with MUSD's reasonable requests regarding assignment of personnel.

B. Criminal Background and Health Screening Checks

- 1) For each MCSD employee assigned by MCSD to work in/at the Program, MCSD, as Contractor, will comply with the criminal background check provisions of California Education Code Section 45125.1. Contractor will conduct criminal background checks through the California Department of Justice (CDOJ), including both CDOJ and Federal Bureau of Investigation (FBI) background checks for all Contractor employees and volunteers assigned to the Program, and will certify that no employee (or volunteer) assigned by MCSD to work at the Program who has been convicted of serious or violent felonies as specified, will have contact with District pupils pursuant to this Agreement.
- 2) Contractor will be responsible for the costs of the criminal background checks.
- 3) Contractor will ensure that all its employees or volunteers assigned to work at the Program whose functions require frequent or prolonged contact with students will complete tuberculosis examination (TB screening) in accordance with California Education Code Section 49406. Contractor shall ensure that all of its employees or volunteers who have a written clearance certification have undergone the foregoing examination at least once every four years if the Contractor is still rendering services to the District.
- 4) Contractor will provide the District with a list of all employees and volunteers who have cleared the criminal background check and required TB screening.

C. Staffing

- 1) Subject to the compensation requirements recited in Section 5, below, Contractor shall provide the Program staff (AKA Recreation Leader) hours for the 180-day school year, for up to 5,850 hours for regular day schedules. As well as provide Program staff for out of school time ELP programs to the extent possible not to exceed 960 hours For all additional required hours, including training or meetings or other required obligations, MCSD will be compensated at \$24.40/hr.
- 2) Contractor must ensure that all MCSD staff members who directly supervise students meet the minimum qualifications for an instructional aide, pursuant to the policies of the District. (California Education Code Section 8483.4.)
- 3) Contractor must comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the reporting agency as stated in California Penal Code Sections 11164-11174.
- 4) Contractor will participate in technical assistance, training, orientation, monthly meetings, and other support and resource development activities provided by the District, HCOE, Region 1 System of Support for Expanded Learning, CDE and other collaborative partners in conducting program planning, implementation and evaluation. These include required regular meetings with the school principal or principal's designee to ensure collaboration with the school's programs. Subject to the compensation requirements recited in Section 5, below, Contractor understands and agrees to participate in all meetings facilitated by the District to address program

success, areas of concern, contractual issues, and general troubleshooting. (California Education Code 8483.3(c)(4).

- 5) MCSD's staff shall follow the dress code and management standards established by the District/School, regarding personal use of cell phones, headsets, recording/listening devices etc., during Program hours.
- 6) Contractor shall notify District immediately upon receipt of a verbal or written complaint regarding a MCSD employee or volunteer performing services in the Program.

D. Proprietary or Confidential Information

- 1) Contractor understands and agrees that, in connection with this Agreement, the Contractor may have access to proprietary and/or confidential information which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its employees, students and/or their families. Contractor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Contractor to civil liability. Consequently, Contractor agrees that all information disclosed by the District to the Contractor shall be held in strict confidence and used only in performance of the Agreement, unless law or court order requires disclosure. Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care.
- 2) Contractor shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including, but not limited to California Education Code Sections 49073 and sequential. Contractor shall only access and use confidential student information for the performance of duties on behalf of MUSD under this Agreement upon obtaining prior written parental consent, or other provision of federal and state law permitting access to confidential student information. Contractor shall not use confidential student data for any purpose other than providing services to the District pursuant to this Agreement. Contractor shall not re-disclose confidential student information to any third party without the prior written consent of the District and any such re-disclosure shall be consistent with state and federal law.
- 3) Use of Student Data for Studies. Consistent with state and federal law as detailed in the prior section, Contractor understands and acknowledges that use of student data by Contractor for purposes other than those authorized under this Agreement, such as for Contractor's own research studies or program evaluation, requires prior written approval by the District.

3. Ownership of Results

Any plans, specifications, studies, reports, memoranda, computation sheets, data files and other materials in any form or media prepared by Contractor in connection with services performed under this Agreement shall be the property of and be promptly transmitted to the District.

4. Use of Name; Marketing

Excluding a simple statement or acknowledgement that Contractor has a written agreement with the District, Contractor will not use the name, marks or logos of the

District in any planned advertisement, press release or other planned publicity or marketing materials, in any form or media, without the prior written approval of the District. Notwithstanding the foregoing provisions of this Section, nothing in this Section shall infringe upon the First Amendment rights of either party.

5. Compensation:

As full compensation for all services contemplated by this Agreement, MCSD shall receive the sum of \$142,740 reflecting the following charges and assumptions: \$24.40 shall be paid by MUSD to MCSD for each worker hour provided to the Program by MCSD staff/employees between the months of August 15, 2022 (which at this time will provide three (3) days of training prior to the start of school), through June 16, 2023, for up to 5,850 hours regular day schedules for a total up to \$142,740 (i.e., 5,850 hours multiplied by \$24.40).

For all additional required hours in excess of the 5,850, including any hours required for training or meetings, will be compensated at \$24.40 by MUSD to MCSD for each worker hour provided to the Program by MCSD staff/employees.

If state funding or the length of the school year is reduced due to budget changes or any other reason during the term of this Agreement, the District has the right to unilaterally reduce the number of staff or days worked by MCSD staff/employees, subject to the obligation to pay for all such time provided prior to provision of written notice of the reduction by MUSD to MCSD.

MCSD will invoice the District on a monthly basis based on actual MCSD staff time worked as recited above. The District will pay MCSD within 30 days of the invoice date.

6. Term- of Agreement:

The term of this Agreement shall be from August 15, 2022, through June 16, 2023, inclusive, subject to the provisions of Section 7, the General Provisions.

The District may terminate this Agreement with or without cause by giving thirty (30) calendar days written notice to MCSD. In the event District elects to terminate the Agreement without cause, it shall pay the MCSD for all services satisfactorily rendered up and to expiration of the 30 day notice date.

7. General Provisions.

- a) Assignment/Delegation: Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without the prior written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- b) Status of McKinleyville Community Services District (MCSD): The parties intend that the MCSD, in performing the services herein specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed.

The MCSD is not to be considered an agent or employee of the District and is not entitled to participate in any pension plans, insurance, bonus or similar benefits the District provides to MUSD employees.

c) Indemnification:

- a. MCSD shall defend, indemnify, and hold harmless District, its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, to the extent caused in whole or in part as determined by a court of law, by any negligent act or omission of MCSD, its agents or employees, except to the extent caused by the negligence, whether active or passive, of the District, its agents or employees.
- b. District shall defend, indemnify, and hold harmless MCSD, its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, to the extent caused in whole or in part as determined by a court of law, by any negligent act or omission of the District, its agents or employees, except to the extent caused by the negligence, whether active or passive, of the MCSD, its agents or employees.

d) Amendment: This Agreement may be modified or amended at any time only by the written mutual agreement of the parties.

e) Compliance with all Laws: The parties shall comply with and meet all applicable requirements of federal, state and local law including, but not limited to, the Uniform Building Code, the Education Code, Title 19 and 21 of the California Code of Regulations, and all requirements prescribed by the California Department of General Services.

f) Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modifications in evidenced by a writing signed by both parties.

g) Nondiscrimination: The parties shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

h) Extra (Changed) Work: Only the MUSD Superintendent or designee may authorize extra (and/or changed) work beyond that designated for compensation in Section 5, above.

The parties expressly recognize that District and school personnel are without authorization to either order extra (and/or changed) work or waive contract requirements.

The MCSD waives any and all right or remedy by way of restitution and quantum merit for any and all extra work performed by MCSD without the express and prior written authorization of the Superintendent or designee.


Exceptions: Failure of the MCSD to secure proper authorization for extra work prior to performance will not constitute an automatic waiver of any and all rights to adjustment in the contract price or contract time if there is an emergency in which the MCSD must act for the health and safety of the students in the Program. By way of example, an emergency shall be defined as occurrences such as natural disasters or the threat thereof; acts or threats of terrorism; or, threats to the safety of students by a third party or relation. In such instances, the MCSD and District agree to enter into good faith negotiations for the payment of any extra work.

- i) MCSD's Performance: Without limiting the District's training and supervision obligations recited in this Agreement, District has relied upon the professional ability and training of the MCSD and its Recreation Division as a material inducement to enter into this Agreement. MCSD hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of MCSD's work by District shall not operate as a waiver or release.
- j) Taxes: MCSD agrees to file federal and state tax returns and pay all applicable state and federal taxes, as required, on amounts paid pursuant to this Agreement. In case District is audited for compliance regarding any applicable taxes, MCSD will cooperate with District by providing proof of payment of taxes on those earnings.
- k) Due Performance: Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect with the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.
- l) No Third-Party Beneficiaries: There are no intended third-party beneficiaries of this Agreement.
- m) No Waiver of Breach: The waiver by District or MCSD of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- n) Insurance: With respect to the performance of work under this Agreement, the MCSD shall maintain and shall require all of its subcontractors to maintain insurance as described below:

- (a) Worker's compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language: "this policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the District."
- (b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$1,000,000 combined single limit for each occurrence; \$2,000,000 aggregate. Said insurance shall include, but not be limited to: premises and operations liability, independent contractors' liability, and personal injury liability.
- (c) Each said comprehensive or commercial general liability policy shall be endorsed with the following specific language:
 - (1) District, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
 - (2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

In Witness hereof, the parties hereto have executed this Agreement on the day and year first written above.

McKinleyville Union School District

By:  Date: 7/20/22
 Julie Giannini-Previde, Superintendent

McKinleyville Community Services District

By _____ Date: _____
 Board President, David Couch

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

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McKinleyville Community Services District

BOARD OF DIRECTORS

August 3, 2022

TYPE OF ITEM: **ACTION**

ITEM: D.7 **Consider Approval to Declare 1989 Kohler Generator Surplus**

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

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

Recommendation:

Staff recommends the Board declare the following items surplus, authorize staff to advertise for a closed bid and award the purchase of the following item to the highest bidders:

- 1989 Kohler Generator

Discussion:

Due to the age of the generator, parts impossible to purchase and being unreliable, staff replaced this generator with a new Multi-Quip last year. Staff would like to surplus the Kohler and remove it from inventory. It will be a sealed bid, sold to highest bidder and will be listed as unreliable and recommended for parts only.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

Since the unit is fully depreciated, we do our best to find fair market value for this item. The approximate value for this unit is \$200.

Environmental Requirements:

Not applicable

Exhibits/Attachments:

None

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McKinleyville Community Services District

BOARD OF DIRECTORS

August 3, 2022

TYPE OF ITEM: **ACTION**

ITEM: E.1 **Consider Approval of MOU with Humboldt Bay Municipal Water District to Cooperate with the Preparation of a Preliminary Feasibility Study for the Extension of a HBMWD Water Mainline from the MCSD System to the Trinidad Rancheria**

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

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends that the Board review the information provided, discuss, take public comment, and consider the approval of the Memorandum of Understanding (MOU) with Humboldt Bay Municipal Water District to cooperate in the preparation of a Preliminary Feasibility Study for the extension of a HBMWD watermain from the MCSD System to the Trinidad Rancheria.

Discussion:

As detailed at the January 6, 2021 and March 2, 2022 Board Meetings, the Trinidad Rancheria is looking for an additional source of drinking water to supplement their supply from the City of Trinidad. The Rancheria has been exploring the option of obtaining water from Humboldt Bay Municipal Water District (HBMWD). HBMWD is the regional water wholesaler and their District Boundaries coincides generally with the MCSD boundary to the north. Since they are a water wholesaler, it may be possible for them to obtain a change in point of use from the State Water Resources Control Board to serve the Rancheria. MCSD's Service Area Boundaries end at Dows Prairie to the north, so we could not sell water directly to the Rancheria without approval from LAFCo to revise our Service Area Boundaries. However, HBMWD may be able to utilize MCSD's system for transferring water to the Rancheria. The MCSD system would then basically serve as an extension of the HBMWD distribution system. A waterline would still have to be constructed from the north end of the MCSD system to the Rancheria, but the use of the MCSD system would eliminate the need to construct a line from the HBWMD system in Arcata to the Rancheria. If this alternative is deemed feasible, the retail water contract would be between HBMWD and the Rancheria; however, there would also need to be a contract between HBMWD and MCSD to recoup our costs for the use of our system.

At the January 6, 2021 MCSD Board Meeting, the Board approved in concept to participate with HBMWD and the Rancheria to assess the feasibility of utilizing MCSD's water system to provide HBMWD water to the Rancheria. At the March 2, 2022 MCSD Board Meeting, the MCSD Board approved to having HBMWD prepare a Draft MOU

outlining the agreement to work collaboratively on a Preliminary Feasibility Study to review options and cost for such a pipeline. The MCSD Board approved of the MOU, with the understanding that MCSD would not incur any costs associated with the Feasibility Study, and HBMWD or the Rancheria would cover costs associated with MCSD's Legal Counsel review of the Draft MOU.

At the HBMWD Board Meeting on June 9, 2022, their Board of Directors reviewed the Draft MOU between HBMWD and MCSD, which is included as **Attachment 1**. District Staff reviewed the Draft MOU along with Legal Counsel, Jeff Slack from Janssen Malloy LLP. The MOU with the Tracked Changes of Staff and Mr. Slack's comments is included as **Attachment 2**. As shown in the edits, comments are mainly related to ensuring that this project is cost neutral to MCSD.

Alternatives:

Staff analysis consists of the following potential alternative:

- Take no Action

Fiscal Analysis:

Not applicable.

Environmental Requirements:

Not applicable. HBMWD or the Rancheria will have to perform CEQA and other necessary permitting for the project.

Exhibits/Attachments:

- Attachment 1 – MOU between HBMWD and MCSD approved by the HBMWD Board
- Attachment 2 – MOU between HBMWD and MCSD with suggested edits in Track Changes

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

To: Board of Directors
 From: John Friedenbach
 Date: June 1, 2022
 Subject: Water Resource Planning (WRP) – Status Report

.....

The purpose of this memo is to summarize recent activities and introduce next steps for discussion.

1) Top-Tier Water Use Options**a) Local Sales**

i) Nordic Aquafarms – Staff will attend the workshop session at Humboldt County Planning Dept. on June, 2nd. Staff met with Nordic representatives on May 11th for a project status update. Their current timeline for phase one completion is 2025 or later. There is a possibility that Nordic could solely use domestic water at their facility. This option will be explored further with Nordic's technical staff.

ii) Trinidad Rancheria mainline extension. HBMWD's district counsel prepared a draft MOU between McKinleyville CSD and HBMWD concerning mutual willingness to cooperate and work together to study the feasibility and desirability of incorporating, in some manner, the mainline extension into the MCSD's system for "wheeling" water through MCSD from HBMWD to the Rancheria. See draft attached. The proposed timeline for review and approval is:

- | | |
|--|-----------------------|
| 1. Review by HBMWD | June 9 th |
| 2. Review and possible adoption by MCSD | July 6 th |
| 3. Final review and possible adoption by HBMWD | July 14 th |

Wheeling water means: the conveying of water through the unused capacity in a pipeline or aqueduct by another water provider. The use of utility conveyance facilities by other than the owner.

The Rancheria continues to move forward with its funding efforts for the project. Staff had a project status update meeting on May 26th with Jacque Hostler-Carmesin.

b) Transport

No update.

c) Instream Flow Dedication

The project team has completed a draft 1707 permit application narrative which has been submitted to the District's water rights counsel for review. Once that is completed, the draft will be presented to our Board for review and comment, most likely at the July 14th Board meeting. Subsequent to that occurring, staff will be requesting initial draft consultation with Water Board staff and will discuss the process for final submittal and approval.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is entered into this ____ day of _____, 2022, by and between the HUMBOLDT BAY MUNICIPAL WATER DISTRICT, a California municipal water district (the “District”), and the MCKINLEYVILLE COMMUNITY SERVICES DISTRICT (“MCSD”), a California community services district (the District and MCSD are sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

Recitals

A. The District is a duly formed and existing Municipal Water District, formed pursuant to Division 2 of the California Water Code and providing municipal water service to customers within its sphere of influence and District boundaries.

B. MCSD is a duly formed and existing Community Services District, formed pursuant to the Community Services District Law and providing municipal water and waste water services to customers within its sphere of influence and boundaries.

C. The Cher-Ae Heights Indian Community of The Trinidad Rancheria (“Tribe”), a federally recognized Indian Tribe, intends to undertake certain development on its sovereign land located near the City of Trinidad and has asked the District to supply water to the project through a mainline extension, which mainline would extend to the Tribe’s land from the northern boundary of MCSD’s service boundary.

D. Reference is made hereto to that Memorandum of Understanding by and between the District and the Tribe, a federally recognized Indian Tribe, dated January 14, 2021, through which the District and the Tribe agreed to cooperate in conducting feasibility studies, conceptual planning, and consultations with regulatory agencies to determine whether the mainline extension is feasible and desirable for both the District and the Tribe and, if so, on what terms and conditions.

E. The Board of Directors of MCSD has expressed preliminary indications of interest in cooperating with the District and the Tribe to determine whether, and to what extent, the contemplated mainline extension could provide MCSD a supplemental source of municipal water and, if so, the manner in which the mainline extension could be incorporated with the existing MCSD water conveyance system.

F. The Parties desires to enter into this MOU for the purpose of expressing their mutual willingness to cooperate and work together to study the feasibility and desirability of incorporating, in some manner, the mainline extension into the MCSD’s system (“Preliminary Feasibility Study”).

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the parties hereby agree as follows:

Section 1. Term and Termination. This MOU shall become effective immediately once approved by the Parties' respective governing boards and shall terminate upon the earliest to occur of the following: (a) the execution by the Parties of one or more definitive agreements with respect to the subject matter of this MOU; or (b) twenty-four (24) months from the date hereof. The term of this MOU can be extended upon the written mutual agreement of the Parties. Notwithstanding any other provision of this MOU, including the provisions of this Section 1, either Party may terminate this MOU at any time by providing at least thirty (30) days written notice of such termination to the other Party.

Section 2. Non-Binding Effect. This MOU is intended to serve as a general basis for studying the feasibility of incorporating the main line into the MCSD system. The Parties shall not have any legal obligation under or by virtue of this MOU, including any obligation to enter into any definitive agreement or other contract for the mainline extension, to provide any services, to commit to development of the mainline extension, to make any investment or pay any consideration or compensation, whether or not expressly described herein, regardless of the results of the Preliminary Feasibility Study.

Section 3. Coordination and Preliminary Feasibility Study. The Parties agree to meet and confer with one another to prepare a scope of work for Preliminary Feasibility Study. Among the tasks to be performed are as follows:

- (a) Evaluating the engineering feasibility of incorporating the mainline into the MCSD system, including cooperating with the Tribe's engineering team to provide information and specifications that may be needed by the Tribe to consider methods by which the mainline could be incorporated into the MCSD system;
- (b) Cooperating with the District and the Tribe in evaluating the necessary regulatory approvals and conducting preliminary meetings with agencies regarding permitting processes and entitlements that may be necessary for the mainline to be incorporated in the MCSD system;
- (c) Cooperating with the District and the Tribe to evaluate need for related infrastructure and facilities, including elevated storage, pumping stations, and metering that may be necessary for the mainline to be incorporated in the MCSD system;
- (d) Cooperating with the District and the Tribe to evaluate cost to operate and maintain facilities, transmission and distribution systems including staffing, equipment, utility and other operating and administrative costs that may be necessary for the mainline to be incorporated in the MCSD system;
- (e) Cooperating with the District and the Tribe in the assessment of environmental impacts and CEQA scoping related to the incorporation of the mainline into the MCSD system;

- (f) Cooperating with the District and the Tribe to evaluate property entitlements and rights held or to be acquired that may be necessary for the mainline to be incorporated in the MCSD system;
- (g) Meet with community stakeholders; and
- (h) Cooperating with the District and the Tribe to evaluate funding sources and financing structure.

Section 4. No Commitment to Expend Funds. The Parties understand and agree that nothing in this MOU obligates either Party to expend any funds. All such decisions are reserved to the discretion of the Party.

The Parties authorized representatives have executed this MOU on the date(s) indicated below:

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT (“MCSD”), a California community services district

_____, Board President

Date

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

Sherri Woo, President of the Board of Directors

Date

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is entered into this ____ day of _____, 2022 by and between ~~the~~ HUMBOLDT BAY MUNICIPAL WATER DISTRICT, a California municipal water district (the "District"), and the MCKINLEYVILLE COMMUNITY SERVICES DISTRICT ("MCSD"), a California community ~~services~~service district. (the District and MCSD are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

Recitals~~A.~~ RECITALS

- A. The District is a duly formed and existing Municipal Water District, formed pursuant to Division 2 of the California Water Code and providing municipal water service to customers within its sphere of influence and ~~District~~ boundaries.
- B. MCSD is a duly formed and existing Community Services District, formed pursuant to the Community Services District Law and providing municipal water and ~~waste water~~wastewater services to customers within its sphere of influence and boundaries.
- C. ~~C.~~ The Cher-Ae Heights Indian Community of The Trinidad Rancheria ("Tribe"), a federally recognized Indian Tribe, intends to undertake certain development on its sovereign land located near the City of Trinidad and has asked the District to supply water to the project through a mainline extension, which mainline would extend to the Tribe's land from the northern boundary of MCSD's service boundary.
- D. ~~D.~~ Reference is made hereto to that Memorandum of Understanding by and between the District and the Tribe, a federally recognized Indian Tribe, dated January 14, 2021, through which the District and the Tribe agreed to cooperate in conducting feasibility studies, conceptual planning, and consultations with regulatory agencies to determine whether the mainline extension is feasible and desirable for both the District and the Tribe and, if so, on what terms and conditions.
- E. ~~E.~~ The Board of Directors of MCSD has expressed preliminary indications of interest in cooperating with the District and the Tribe to determine whether, and to what extent, the contemplated mainline extension could provide MCSD a supplemental source of municipal water and, if so, the manner in which the mainline extension could be incorporated with the existing MCSD water conveyance system.

F. ~~F.~~ The Parties ~~desires~~ desire to enter into this MOU for the purpose of expressing their mutual willingness to cooperate and work together to study the feasibility and desirability of incorporating, in some manner, the mainline extension into the MCSD's system ("Preliminary Feasibility Study").

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the parties hereby agree as follows:

Section 1. Term and Termination. This MOU shall become effective immediately once approved by the Parties' respective governing boards and shall terminate upon the earliest to occur of the following: (a) the execution by the Parties of one or more definitive agreements with respect to the subject matter of this MOU; or (b) twenty-four (24) months from the date hereof. The term of this MOU can be extended upon the written mutual agreement of the Parties. Notwithstanding any other provision of this MOU, including the provisions of this Section 1, either Party may terminate this MOU at any time for any reason by providing at least thirty (30) days written notice of such termination to the other Party.

Section 2. Non-Binding Effect. This MOU is intended to serve as a general basis for studying the feasibility of incorporating the main line into the MCSD system. The Parties shall not have any legal obligation under or by virtue of this MOU, including any obligation to enter into any definitive agreement or other contract for the mainline extension, to provide any services, to commit to development of the mainline extension, to make any investment or pay any consideration or compensation, whether or not expressly described herein, regardless of the results of the Preliminary Feasibility Study.

Section 3. Coordination and Preliminary Feasibility Study. The Parties agree to meet and confer with one another to prepare a scope of work for Preliminary Feasibility Study. Among the tasks to be performed are as follows:

- (a) Evaluating the engineering feasibility of incorporating the mainline into the MCSD system, including cooperating with the Tribe's engineering team to provide information and specifications that may be needed by the Tribe to consider methods by which the mainline could be incorporated into the MCSD system;
- (b) Cooperating with the District and the Tribe in evaluating the necessary regulatory approvals and conducting preliminary meetings with agencies regarding permitting processes and entitlements that may be necessary for the mainline to be incorporated in the MCSD system;
- (c) Cooperating with the District and the Tribe to evaluate need for related infrastructure and facilities, including elevated storage, pumping stations, and metering that may be necessary for the mainline to be incorporated into the MCSD system;

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- (d) Cooperating with the District and the Tribe to evaluate cost to operate and maintain facilities, transmission and distribution systems including staffing, equipment, utility and other operating and administrative costs that may be necessary for the mainline to be incorporated in the MCSD system;
- (e) Cooperating with the District and the Tribe in the assessment of environmental impacts and CEQA scoping, including Lead Agency determination, related to the incorporation of the mainline into the MCSD system;
- (f) Cooperating with the District and the Tribe to evaluate property entitlements and rights held or to be acquired that may be necessary for the mainline to be incorporated in the MCSD system;
- (g) Meet with community stakeholders; and
- (h) Cooperating with the District and the Tribe to evaluate funding sources and financing structure.

Section 4. No Commitment to Expend Funds. The Parties understand and agree that nothing in this MOU obligates either Party to expend any funds. ~~All such decisions are reserved to the discretion of the Party. ——— or contribute excessive staff time in cooperating in the tasks identified in Section 3 (a) – (h) above.~~ It is further understood that MCSD will incur no expenses outside of its normal operation expenses related to or arising out of determining the feasibility of the proposed project contemplated herein and that all such reasonable expenses shall be borne by the District. Any invoices received by MCSD for goods or services related to determining feasibility hereunder shall be forwarded to, and reasonable expenses paid by, the District. The Parties agree to discuss any expenses deemed to be "unreasonable" by the District.

~~The Parties authorized representatives have executed this MOU on the date(s) indicated below:~~

~~MCKINLEYVILLE COMMUNITY SERVICES DISTRICT ("MCSD"), a California community services district~~ Community Services District

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Dennis R. Couch, Board President

Date

HUMBOLDT BAY MUNICIPAL WATER DISTRICT (the “DISTRICT”), a California
Water District

Sherri Woo, President of the Board of Directors

Date

Staff analysis consists of the following potential alternative:

- Take Action

Fiscal Analysis:

Not applicable. This project is grant funded by various grants obtained by CalTrout.

Environmental Requirements:

Not applicable. All necessary permits, including CEQA have been obtained for the project.

Exhibits/Attachments:

None

McKinleyville Community Services District

BOARD OF DIRECTORS

August 3, 2022

TYPE OF ITEM: **ACTION**

ITEM: E.3 **Discuss and Consider Approval of Edits to the District’s “Policy for the Naming and Dedication of District Facilities”**

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

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends that the Board review the proposed edits, discuss, take public comment, and consider the approval of the edits to the District’s Policy for the Naming and Dedication of District’s Facility.

Discussion:

The District has a “Policy for the Naming and Dedication of District’s Facilities”. The intent of the Policy is to provide guidance and criteria for the naming of new or existing District facilities. The Policy was actually updated just as General Manager’s were changing to include the consideration and guidance on the use of Tribal names. These changes were never brought to the Board for approval. The edits contained in Attachment 1 help to reflect the Tribal history of the area and are important items to address prior to the consideration and use of Tribal names.

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 Policy for the Naming & Dedication of District’s Facilities

POLICY FOR THE NAMING AND DEDICATION OF DISTRICT FACILITIES

POLICY PURPOSE

This Policy establishes a process and criteria for the consideration of requests by McKinleyville resident(s), the Wiyot and other local tribes, local indigenous people, business owner(s), organization(s), and/or property owner(s) for the naming or renaming of District facilities.

POLICY STATEMENT

It is the policy of the McKinleyville Community Services District (District) to provide a process for consideration of the naming and renaming of District facilities. District facilities are public places and as such naming bestows some measure of value. Naming should be applied in order to bestow this value across all sectors of our community with attention to representation of under-represented communities including but not limited to local tribes. -In general, existing facilities should only be renamed in exceptional circumstances. Naming requests will be considered which best serve the interests of the District and which ensure a worthy and enduring legacy. To this end the District supports consideration of naming requests according to the following guidelines and criteria.

DEFINITIONS

The term "facilities" shall include buildings, rooms, interior spaces, exterior spaces (i.e. gardens, courts, plazas, fields, open spaces, forests) and all other tangible and relatively permanent features owned, operated or controlled by the McKinleyville Community Services District.

GUIDELINES & CRITERIA

1. Process for Naming New Facilities

- 1.1. Facilities shall be named at least 30 days before the facility is open for operation.
- 1.2. The District shall create a Naming Committee which will publicly solicit proposals for naming new facilities from community resident(s), the Wiyot Tribe, and other local Tribes, business owner(s), organization(s) or property owner(s).
 - 1.2.1. Proposals shall be made in writing and shall be consistent with the criteria referenced in Section 4 of this Policy.
- 1.3. From the submitted proposals, the Naming Committee will develop a list of up to three possible names for a new facility to present to the Board of Directors for consideration and public comment.
- 1.4. The District shall hold a minimum of one public hearing to receive public comments on names proposed by the Naming Committee.
- 1.5. Naming of District facilities shall be executed by the District Board of Directors via Resolution.

2. Process for Renaming Existing Facilities

- 2.1. A request to rename a District facility may be initiated by one or more McKinleyville resident(s), business owner(s), organization(s), member(s) of a tribal community, property owner(s) or by the MCSD Board of Directors using the Application for Commemorative Naming and Dedication of McKinleyville Community Services District Facilities. The Application shall include letters of support, articles, documents, and other evidence demonstrating broad-based community support for the Application.
- 2.2. The Application shall identify the District facility, state the reason(s) for the proposed name change and specify the proposed name.

- 2.3. The General Manager and/or designated District staff will review the Application and determine if it is consistent with the Naming Policy. If consistent the Application will be forwarded to the District Board of Directors for review and consideration.
- 2.4. Applications that are determined by the General Manager to be incomplete, without sufficient support, or that are otherwise inconsistent with the Policy will be returned to the applicant together with a written explanation for the return. The applicant may resubmit the Application at any time with new or additional information to correct insufficiencies identified by the General Manager.
- 2.5. All decisions with respect to the renaming of District facilities will be at the discretion of the District Board of Directors, which shall determine whether a District facility or portion thereof should be renamed.
- 2.6. Naming/Renaming of District facilities shall be executed by the District Board of Director via Resolution.

3. Process for Naming/Renaming portions of a District Facility

- 3.1. The process outlined in Section 2 above shall be followed.
- 3.2. Areas within a District facility may be named or renamed as referenced in Section 4 of this Policy entitled "Criteria to be used in Naming All District Facilities" shall be followed.
- 3.3. Plaques or other appropriate types of markers may be used when an area or portion of a District facility is named or renamed.
- 3.4. The costs of plaques or markers and/or the replacement of signs resulting from or done in conjunction with the dedication or commemorative naming/renaming of an area will be borne by the individual, group or organization requesting the name.
 - 3.4.1. The design, type and/or style of plaques, markers and/or signs must be approved by the District prior to installation.

4. Criteria to be used in Naming All District Facilities: Priorities to be considered in naming all District facilities shall be as follows:

- 4.1. General Criteria: Names shall:
 - 4.1.1. Engender strong positive image
 - 4.1.2. Be appropriate in regard to the facility location and/or history
 - 4.1.3. Have historical, cultural and/or social significance for future generations
 - 4.1.4. Commemorate places, people or events that are of continued importance to the community or region and/or local tribes.
 - 4.1.5. Have broad public support
- 4.2. Tribal: Names as determined through consultation with the Wiyot tribe, and other local tribes as relevant, with special consideration given to names that preserve regional tribal languages.
- 4.2.4.3. Historic: Names of historic events, groups, organizations, and indigenous tribes/communities, or persons at the local, regional, or national level of major significance with special consideration given to the natural and cultural history of the local area currently called McKinleyville's own history.
- 4.3.4.4. Natural or Geologic: Names based on distinctive, predominant, and defining natural features of the area or region with special consideration given to names that preserve regional tribal languages.
- 4.4.4.5. Individual, Groups, ~~or~~ Organizations, or Nations: Names of persons, groups, ~~or~~ organizations, or nations having longstanding affiliation with the McKinleyville community of not less than ten (10) or more years of significant community service, involvement, or contributions beyond the ordinary interest level whose efforts have:
 - 4.4.1.4.5.1. Enhanced the quality of life and well-being of community residents;

4.4.2.4.5.2. Contributed to the preservation of the town's history or culture, with special consideration given to the area's indigenous history and living cultures;

4.4.3.4.5.3. Made exemplary or meritorious contributions to the District or its residents; or

4.4.4.4.5.4. Contributed to the acquisition, development, or conveyance of land, buildings, structures, or other amenities to the District or community.

5. **Other Considerations:** The McKinleyville Community Services District reserves the right to rename any District facility if the individual, group, or organization for which it is named turns out to be disreputable or subsequently acts in a disreputable way.

McKinleyville Community Services District

BOARD OF DIRECTORS

August 3, 2022

TYPE OF ITEM: **ACTION**

ITEM: E.4 **Discuss and Consider Approval of a Contract with LDA Designers & Architects for the Office Remodel Design**

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

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends that the Board review the information, discuss, take public comment, and consider the approval of the contract with LDA Designers & Architects for the Office Remodel Project in the amount of \$324,975, with a 10% contingency for a total not to exceed price of \$357,472.50 and direct Staff to bring a budget modification for this line item back to the Board at the September Board Meeting.

Discussion:

The District has been considering an office remodel for the last several years. The main driver behind the office remodel is that the existing Operations Trailer was used when it was purchased back in the 1970's and has exceeded it's expected life by a few decades already. Given its age, there is a good chance the trailer would not survive a significant earthquake event or potentially even a significant winter storm. These are not the occasions where it would be desirable to have our Operations office out of commission.

District staff has also exceeded the capacity of the existing front office and trailer. Staff are sharing offices already and there is no room to grow. We would like to hire additional Front Office staff and will need additional Parks & Recreation Staff to help manage the Community Forest and would like to hire additional Operations Staff to construct some of the replacement water and sewer mainlines that is budgeted in the CIP.

In order to advance the office remodel project and obtain the necessary Architectural and Engineering services to prepare the new office design and construction bid documents, the District releases a Request for Qualifications (RFQ) on March 3, 2022. The Statements of Qualifications in response to the RFQ were due back on June 3, 2022. The District received three SOQs from LDA, GHD Inc., and Trilogy. The District review committee, consisting of Parks & Recreation Director Frisbee, Operations Director Henry, Board Member Orsini, and GM Kaspari reviewed all three SOQs and ranked them as detailed in the following table.

Selection Criteria	Trilogy	LDA	GHD
Capabilities of the Respondent and/or its proposed team, which includes an assessment of the capabilities of the Respondent and individuals that will be engaged in the Project. (20)	13.25	19.25	17.75
Ability of the Respondent to design an approach and work plan to meet the Project requirements, which will include an assessment of the overall quality of the proposal. (20)	10.25	18.25	17.75
Ability of the Respondent to carry out and manage the Project, which includes an assessment of the experience of the Respondent in general. (20)	11	19.5	17.5
Ability of the Respondent to provide the required services within the timeframes requested by the District, which includes an assessment of the perceived ability of the Respondent to devote the necessary human resources and management attention to the Project. (20)	10	15.75	18.25
Costs. Respondents should provide rates for the personnel proposed to be assigned to each task. (10)	5	8.25	8.5
Willingness to comply with the proposed Contract terms. The successful Respondent will be required to enter into a Professional Services Agreement with the District. (10)	10	10	10
TOTAL	59.5	91	89.75

As shown on the table, LDA was ranked as the highest Architectural firm. Staff then requested a scope and fee from LDA. LDA submitted a draft scope and fee on June 28, 2022 for \$450,000. Staff reviewed scope and fee and eliminated scope elements and were able to negotiate the fee down to \$324,975 as detailed in the July 15, 2022 letter attached to the Professional Services Agreement, which is included as **Attachment 1**.

It should be noted that the 2022/23 Fiscal Year budget had \$150,000 budgeted for this line item. If the Board approves the LDA contract, Staff will have to come back to the Board with a Budget modification for this line item. The additional \$207,472.50 will likely come from the \$600k line item for the purchase of the property located immediately south of the existing Office site. The District budgets for the purchase of this property every year, just in case it comes up for sale. There is no indication that it will come up for sale this Fiscal Year.

It should be further noted that Staff has looked at several alternatives to the proposed design/bid/build approach which this step would initiate. Staff looked at replacing the existing trailer with a new modular building and that is anticipated to cost \$600k and would not address any of the issues associated with the existing building. Staff had meetings with Jim Furtado and Pacific Builders to see if there was a design/build alternative; however it is felt that there may be issues with Public Contract code using this approach. Staff also considered performing the construction ourselves, but it was felt that there was not enough capacity to do the construction and still be able to perform all the work necessary for the day to day operations of the District.

Alternatives:

Staff analysis consists of the following potential alternative:

- Take no Action

Fiscal Analysis:

Total cost for this agreement is not to exceed \$357,472.50, which is \$207,472.50 over the 2022/23 FY budget for this line item of \$150,000. It is anticipated that the office remodel will be in the \$3M range for construction.

Environmental Requirements:

CEQA and applicable permits will need to be completed prior to project construction.

Exhibits/Attachments:

- Attachment 1 – Professional Services Contract with LDA

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

Accepted: McKinleyville CSD



By Patrick Kaspari, PE

Title General Manager

Other authorized representative(s):

Nicole Alvarado, James Henry

Consultant:

LDA

(Business Name)

By _____

Title _____

Other authorized representative(s):

Consultant agrees with McKinleyville Community Services District that:

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

less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability requiring 30 days (10 days for non-payment of premium) notice of cancellation to Consultant. Upon receipt of any such cancellation, Consultant shall promptly notify McKinleyville Community Services District. The general liability coverage is to state or be endorsed to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by McKinleyville Community Services District, its directors, officers, employees, or authorized volunteers shall not contribute to it". The general liability coverage shall give McKinleyville Community Services District, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by McKinleyville Community Services District. In the event that the Consultant employs other consultants (sub-consultants) as part of the Services covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant has in place levels of insurance deemed appropriate by the Consultant for the risk associated with the role of each subconsultant under this contract.

- f. **Renewal Certificates.** If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to McKinleyville Community Services District at least ten (10) days prior to the expiration date.
- g. **General Manager Authority.** Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)" on behalf of McKinleyville Community Services District.
- h. **Payment Intervals.** Payment, unless otherwise specified on Page 1, is to be 30 days after acceptance of a written invoice by McKinleyville Community Services District. If McKinleyville Community Services District does not object to an invoice in writing within 15 days after receipt thereof, then the invoice shall be deemed accepted. Consultant reserves the right without penalty to suspend the Services in the event of nonpayment of undisputed amounts.
- i. **Permits and Licenses.** Permits and licenses required by governmental authorities in connection with Consultant's services will be obtained at Consultant's sole cost and expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.
- j. **Amendments and Modifications.** Any change in the scope of the professional Services to be done, method of performance, nature of materials, work provided or price thereof, or to any other matter materially affecting the performance or nature of the Services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental Agreement executed by McKinleyville Community Services District. Consultant's "authorized representative(s)" has (have) the authority to execute such written change for Consultant.

- k. **Representations.** Consultant represents that it is now, and will remain for the duration of its Services, properly licensed, qualified, experienced, and equipped to perform the Services. Consultant also represents that the Services shall be completed in accordance with this Agreement, and in a manner consistent with the Standard of Care established by Section b. Consultant further represents that the Services and the sale or use of the Services shall not infringe, directly or indirectly, on any valid patent, copyright or trademark, and Consultant shall, at Consultant's sole cost and expense, indemnify, defend and hold harmless McKinleyville Community Services District from and against any and all claims and causes of action based on infringements thereof. These representations shall survive the expiration or termination of this Agreement. Consultant makes no other representations or warranties, express or implied, with respect to the performance of the Services. No payment to Consultant for any Services performed hereunder (including, without limitation, final payment) shall constitute a waiver of any Claims by McKinleyville Community Services District against Consultant relating to the Services.
- l. **Ownership of Drawings and Samples.** Consultant shall submit promptly for all drawings, details, samples and other data required or specifically requested by McKinleyville Community Services District in connection with provision of the Services, and such drawings, details, samples and other data created in connection with performance of the Services and provision of the work shall constitute the property of the McKinleyville Community Services District.
- m. **Compliance with Law/Safety.** In performance of the Services, Consultant shall, at its expense, exercise due professional care, comply strictly with, and cause all sub-consultants to comply strictly with, all laws, orders, rules and regulations of governmental authorities, including those relating to the storage, use or disposal of hazardous wastes, substances or materials, and including the procurement and payment for all necessary permits, certificates and licenses required in connection with the Services. If either Consultant or McKinleyville Community Services District receives notice of any violation by Consultant of any laws relating to Consultant or McKinleyville Community Services District receives notice of any violation by Consultant of any laws relating to Consultant's (or sub-consultants) services or work provided hereunder, such party shall promptly inform the other party in writing of the existence thereof. Consultant shall comply with all applicable laws relating to safety, including without limitation the Occupational Safety and Health Act of 1970 as it may be amended from time to time, and all regulations and standards issued pursuant thereto. Consultant shall conform to the current prevailing standards of safety practice.
- n. **Equal Opportunity.** In the performance of the Services there shall be no discrimination on account of race, religion, sex, sexual orientation, age or national origin and Consultant shall comply with applicable federal, state and local laws and regulations pertaining to fair employment practices, including without limitation the provisions of Executive Order 11246 as amended by the President of the United States and the rules and regulations issued pursuant thereto, unless exempted.
- o. **Termination.** McKinleyville Community Services District may, at its option, terminate this Agreement without cause at any time. If at the time of any such termination, any Services have already been provided by Consultant but are unpaid for, McKinleyville Community Services District's only obligation, if Consultant is not in default, shall be to pay for such Services actually provided by Consultant prior to the date of termination. Upon receipt of notice of termination, Consultant shall immediately stop all performance hereunder except as otherwise directed by McKinleyville Community Services District,

and if Consultant is not in default, McKinleyville Community Services District shall pay to Consultant (a) the prorata portion of the agreed price based on the percentage completion of the Services which was satisfactorily completed at the time of termination, and (b) the actual net costs incurred by Consultant directly connected with the Services that was not completed prior to the date of termination; provided, however, that under no circumstances shall the total under (a) and (b) exceed the contract price stated on page one (1) of this Agreement, above. Upon such payment, title to any such items or uncompleted Services shall, at McKinleyville Community Services District's option, pass to McKinleyville Community Services District.

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

- t. **Attorneys Fees and Venue for Disputes.** If litigation becomes necessary to enforce the terms and provisions of this Agreement or as a result of any breach by Consultant or District of this Agreement, the prevailing party in any such litigation shall be entitled to recover reasonable attorney's fees and costs. The Humboldt County Superior Court for the State of California shall have exclusive jurisdiction over any dispute arising out of this Agreement or Consultant's provision of Services hereunder, and shall serve as the venue for any such dispute. All parties expressly consent to this designation of jurisdiction and venue.
- u. **MUTUAL UNDERSTANDING OF SERVICES.** McKinleyville Community Services District and Consultant agree that the purpose of value engineering is the identification and presentation of recommendations for improvement of project or process value, for consideration by the McKinleyville Community Services District and their other professional advisors. Both parties understand that as a part of these services, Consultant does no design work and makes no project decisions. McKinleyville Community Services District and Consultant agree that Consultant will be liable to the McKinleyville Community Services District only for damages arising from Consultant's negligence in the performance of the Value Analysis or Value Engineering work itself, and only to the extent that such negligence directly damages the McKinleyville Community Services District.



15 July 2022

Mr. Patrick Kaspari, PE
General Manager
McKinleyville Community Services District
1656 Sutter Road
McKinleyville, CA 95519

Re: Administration Building Improvements

Dear Mr. Kaspari:

Thank you for the opportunity to assist you, and the District with the design of its proposed administration building improvements. The following represents our understanding of the project as identified with the RFQ:

Project Scope:

- A renovation and expansion to the to the existing administration building located at 1656 Sutter Road in McKinleyville, CA. While preliminary based upon a conceptual floor plan within the RFQ and subsequent forwarded conceptual layouts, the project includes program confirmation and conceptual design of the new space to reflect design & construction parameters and constraints.
- The project will be initiated within 4 main Phases, per the Scope of Work, Exhibit A:
 - I. Schematic Design (including Program Confirmation)
 - II. Design Development
 - III. Construction Documents / Permitting
 - IV. Construction Administration (Under a future separate Contract)

Proposed Fee

Each task shall be performed for a fixed fee as follows in accordance with the following attached schedules and the attached Exhibit A:

Task 1 - Schematic Design including Program Confirmation & Site Review:	\$ 61,690
Task 2 - Design Development:	\$ 101,485
Task 3 - Construction Documents/ Permitting/ Bidding:	\$153,800
<u>Reimbursable Allowance:</u>	<u>\$ 8,000</u>
Total Proposed Fee:	\$324,975

Our office looks forward to the opportunity to work with you and the District again, as an effective team, to achieve another successful project. If you have any questions, please let me know.

Cordially,

Eric Wohle, A.I.A. LEED ap
President

McKinleyville Community Services District

Administration Building Improvements

Scope of Work – Exhibit A

15 July 2022

ARCHITECTURAL

Task 1 – Program Confirmation, Site Review, Schematic Design

1. Confirm site plan and site plan concept options for the space needed to implement the recommended programs. (Maximum of 3);
 - A. Prepare a reliable estimate of construction costs based upon the building plan as outlined; include the cost of the building, site improvements, professional fees, and miscellaneous expenses.
 - B. Site Concepts.
 1. LDA will prepare an analysis of the site including opportunities, constraints, validation with the previously prepared site analysis, and other relevant considerations. LDA will prepare up to three development options for initial District review.
 2. Prepare schematic design drawings based upon the approved Conceptual Plan

Task 2 & 3 – Design Development & Construction Documents

1. Incorporate required changes from Schematic Design Review into Design Development Documents
2. Prepare and further develop approved into Design Development Documents to greater detail to achieve complete Construction Document package.
3. Based upon an “approved” design, prepare construction documents consisting of the following:
 - Architectural and Construction Documents and Specifications
 - On Site Civil Engineering and Documents and Specifications
 - Structural Engineering and Documents and Specifications
 - Mechanical & Plumbing Engineering Documents and Specifications
 - Electrical Engineering and Documents and Specifications
4. Make Plan Check corrections per Bldg. Dept. comments as required in order to achieve a Permit ready construction documents
5. Prepare a reconciled cost estimate based upon the upon the completion of Design Development and Construction Documents to include costs for construction, soft costs, contingencies, escalation, etc.
6. Presentation of final Construction Documents and Specifications to the CSD for Bid.

CIVIL

Task 1 – Program Confirmation, Site Review, Schematic Design

1. Using previously prepared topographic survey, locate grade breaks, high points, low points, surface-visible improvements, and surface-visible utility features, such as: signs, fences, walls, buildings, striping, driveways, walkways, drainage, structures, lights, poles, bollards, general limits of vegetated or landscaped areas, USA markings, vaults, valves, meters, boxes, pedestals, cleanouts, manholes, drain inlets, catch basins, culverts, outfalls, and standpipes. No new topographic survey is included.

Understandings:

- A. The District will provide the engineer with access.
- B. Areas with obstructions may not be mapped.
- C. The client will provide the engineer with a current preliminary title report for the subject parcel(s) at the beginning of the project.

Task 2 & 3 – Design Development & Construction Documents

A. Civil Improvement Plans

1. Based on the approved site plan provided by the client, we will complete the preliminary civil design drawings showing the proposed improvements.
2. Prepare a preliminary design of the project site, based on the provided information, the site constraints, and input provided by the Client.
4. Submit the 30% civil SD documents to the client for inclusion into the overall project plan set. 30% SD civil design submittal will include:
 - Preliminary Topo & Demolition Plan
 - Preliminary Grading & Drainage Plan
 - Preliminary Civil Notes and Details
5. Based on the District's review comments from the 30% SD submittal, we will produce and deliver 60% DD civil improvement design drawings.
6. Submit the 60% DD design documents to the client. 90% DD design submittal will include:
 - Topo & Demolition Plan
 - Horizontal Control Plan
 - Grading & Drainage Plan
 - Utility Plan (water, sewer, storm drain)
 - Signing & Striping Plan
 - Civil Notes and Details Sheet
7. Based on the District's review comments from the 60% DD submittal, we will produce and deliver Final CD civil improvement design drawings.
8. Submit the Final CD design documents to the client. Final CD design submittal will include:
 - Topo & Demolition Plan
 - Horizontal Control Plan
 - Grading & Drainage Plan
 - Utility Plan (water, sewer, storm drain)
 - Civil Notes and Details Sheet
9. Bidding
 - Answer and respond to Contractor questions & RFIs.
 - Provide addenda for bidding clarification

Task 4 -Construction Administration Phase

1. Attend pre-construction meeting.
2. Review and respond to contractor inquiries during construction, including Requests for Information (RFI).
3. Review and approve contractor submittals and shop drawings.
4. Attend periodic site meetings during construction with District personnel and contractors, as requested.
5. Prepare record drawings based on marked-up as-built plans provided by the contractor.

STRUCTURAL

Task 1 – Program Confirmation, Site Review, Schematic Design

1. Project is assumed to be a single story building.
2. Building is anticipated to be wood framed with either gang nail type wood trusses, engineered wood system, or steel OWJ wood hybrid panelized framing system. It is anticipated the roof perimeter will have mansard type trusses acting as screening for mechanical wells. Foundations are anticipated to be conventional slab on grade with integral continuous and spread footings.
3. Building is assumed to be Type VB.

Task 2 & 3 – Design Development & Construction Documents

1. Provide design calculations and construction documents to obtain building permit, to obtain bids, and for the construction of the structural work.
2. Review and coordinate with building architectural, mechanical, plumbing, electrical design.
3. Anchorage design of mechanical and electrical equipment – anchorage details to be shown on consultant drawings. We will provide equipment anchorage calculations and markups of the consultant's anchorage details.
4. Structural specifications will be CSI 3 part written specifications to be incorporated into the project manual. We will base the specifications on the LDA's format.
5. Provide written response to structural plan check comments.

MECHANICAL / PLUMBING

Task 1 – Program Confirmation, Site Review, Schematic Design

The scope of basic services shall include heating, ventilating and air conditioning design, and plumbing design, and fire sprinkler system performance criteria.

1. Schematic Phase: Perform HVAC calculations, and determine space requirements for mechanical equipment.

Task 2 & 3 – Design Development & Construction Documents

1. Design Development Phase: Prepare diagrammatic plans and outline specifications including heating, ventilating and air conditioning systems, and building plumbing systems.
2. Construction Documents Phase: Prepare construction drawings and technical specifications including heating, ventilating and air conditioning systems, and building plumbing systems.

ELECTRICAL

Electrical Systems Design and/or Features

- A. Incoming power services.
- B. Site distributed infrastructure.
- C. Power connections to all motors.
- D. Grounding system.
- E. Branch circuiting of all devices, equipment, and appliances.
- G. Interior lighting and lighting control system.
- I. Exterior lighting and controls for parking lot, outdoor activities area, pathways/walkways and landscape areas.

Task 1 – Program Confirmation, Site Review, Schematic Design

1. Review the program requirements developed by the Owner and Architect for the development of the Schematic Design Package.
2. Prepare our own analysis of the electrical systems as related to the program requirements and offer recommendations.
3. Attend one meeting with the design team and Owner to obtain and coordinate information related to the electrical systems and site utilities in order to develop the Schematic Design package.
4. Contact utility companies to begin coordination of incoming services.
5. Prepare a narrative of the electrical systems as well as drawings that represent the power distribution system for the Schematic Design package.

Task 2 & 3 – Design Development & Construction Documents

Design Development Phase

1. Attend one meeting with the design team and Owner to obtain further information concerning system requirements for the electrical design.
2. Consult with inspection authorities to determine special code requirements.
3. Interface with other consultants to coordinate design of electrical systems with other building system requirements and/or features.
4. Obtain information from other consultants concerning electrical load requirements for equipment covered under their Divisions.

5. Layout electrical equipment to insure that space allocated is sufficient.
6. Review lighting design requirements with the Architect and incorporate layout into our drawings.
7. Prepare an outline specification for electrical systems.
8. Preparation of preliminary, in-house calculations to verify Title 24 energy compliance (Title 24 documentation will not be issued as a part of the DD package).
9. Prepare drawings to include the following:
 - a. Power single line diagram.
 - b. Site electrical plan
 - c. Floor plans with lighting and device layouts.

Construction Document Phase

1. Attend one meeting with the design team to obtain final information concerning system requirements for the electrical design.
2. Final interface with other consultants to coordinate connection requirements.
3. Final coordination and verification of incoming service requirements with utility companies.
4. Prepare complete set of construction drawings for electrical systems.
5. Prepare detailed construction specifications for electrical systems outlining materials and installation requirements.
6. Prepare Title 24 energy compliance documentation for lighting system to include the following:
 - a. Interior calculations and completion of associated forms.
 - b. Exterior calculations and completion of associated forms.
7. Review documents with inspection authorities as required.

COST ESTIMATING

- Estimates of probable cost at 30, 60% 90%
- The 30 % estimate would be based upon a cost /sf model, while subsequent estimates would reflect additional detail and material take offs

GENERAL PROJECT EXCLUSIONS

Scope of work for this proposal shall not include:

1. Any permit, governmental, or plan check fees required by this work.
2. All reproduction costs.
3. Design of dry public utility connections (phone, cable, data/network, power), To be by Utility.
4. Modular or freestanding furniture design.
5. Building Hazardous Materials Investigations, surveys or abatement, or removal.
6. Any testing or inspections required before, during or after construction of the proposed facilities.
7. Provisions for the Contractor to provide both hard copy & electronic as-builts will be included within the Project Manual.
8. Revisions to plans beyond the initial revisions contemplated herein. Any revisions beyond those contemplated will be performed on an hourly basis, in accordance with the schedule listed herein.
9. On-site verification of utilities, hidden building components etc. Our office will confirm significant building components, but destructive investigations are excluded from the Scope of Work. *It is our intention to rely on the existing drawings or those provided by the District.*
10. LDA Partners cannot assume responsibility for construction means, methods, techniques, sequences or procedures, safety precautions, programs connected with the work, or for acts and omissions by the Contractor, subcontractors, or others.
11. Additional services caused by project delays or interruption.
12. Fire sprinkler design and documents. Performance Specifications will be provided.
13. Revisions to plans beyond the initial revisions contemplated herein. Any revisions beyond those contemplated will be performed on an hourly basis, in accordance with the schedule listed herein.
14. Additional services beyond those listed herein.
15. LEED design, documentation, or Commissioning

16. Modifications required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents.
17. Providing services required due to significant Project scope changes, including, but not limited to, size, quality, complexity, the approved Project schedule, or the method of bidding or negotiating and contracting for construction.
18. Services related to any modification, redesign, or reconstruction of improvements beyond the Project boundary including walkways, parking, fencing, landscaping, other existing structures or buildings.
19. Services related to initiating, connection, and/or changing utility service of low voltage (including but not limited to: telephone, data, internet cable or security) such as application preparation, meetings with utility providers, coordination and fees.
20. Hidden condition investigations, subsurface investigations, destructive testing, or non-destructive testing of existing site.
21. Testing and/or evaluation of any off-site utilities.
22. Acoustical analyses and advising services
23. Additional meetings or presentations not identified herein.
24. Services related to public art selection, engineering, construction, fabrication, assessment, or installation.
25. Preparation of communication, marketing and fundraising materials including flyers, kiosks, animations, artist renderings, physical presentation models, videos, web design and content.
26. Services related to entitlements and/or environmental clearance, including without limitation applications for variances or modifications to CEQA clearances already obtained.
27. Changes or revisions required as a result of changes in the established basic design or in previously approved documents.
28. Changes required by Contractor substitutions, or other changes beyond the control of the Architect
29. Changes resulting from discovery of concealed conditions at the site during construction.
30. Design of building management system or temperature control system.
31. Design of voice / data equipment (LAN, WAN, PBX, phones, etc).
32. Locating potholes, pothole reference marks, USA paint marks, or any other site work performed after the field survey has been completed.
33. Survey monument preservation as defined and required by Section 8771 of the Professional Land Surveyors' Act.
34. Title reports
35. Setting of property corner monuments or other marks on old or new property lines.
36. Preparation of a record-of-survey map or corner record.
37. Excludes extensive off-site utility analysis, infrastructure studies or investigations
38. Excludes environmental review, studies, or documents
39. Excludes traffic study or control plan.
40. Excludes dust control plan
41. Excludes record-of-survey, parcel map, or subdivision final map
42. Excludes Stormwater Quality Control Plan (SWQCP)
43. Excludes property or right-of-way acquisition
44. Excludes construction staking
45. Excludes QSP services
46. Excludes potholing or other field verification of existing subsurface utility features.
47. Excludes utility extensions beyond 100 feet from the project site
48. Excludes traffic signal design.
49. Title 24, Part 6, California Energy Code Commissioning services are not included
50. Excludes Storm Water Pollution Prevention Plan (SWPPP) and application for Notice of Intent (NOI) and registrations with State Water Resources Control Board's Storm Water Multiple Application and Report Tracking System (SMARTS).
51. Planning Department submittal
52. Landscape Architecture
53. Boundary Survey
54. Construction Administration or Bidding Administration Services. To be provided under a separate contract.

CLIENT : McKinleyville CSD
 PROJECT: Admin Building Reno- REV 1

Trade	Consultant	Task 1- TOTAL	Task 2- TOTAL	Task 3 - TOTAL	TOTAL
Arch	LDA	\$ 23,500	\$ 62,500	\$ 82,500	\$ 168,500
Structural	Lawder	\$ 5,300	\$ 7,820	\$ 15,755	\$ 28,875
Electrical	Arc Sine	\$ 6,900	\$ 8,050	\$ 12,650	\$ 27,600
Mechanical	Arc Sine	\$ 6,900	\$ 8,050	\$ 12,650	\$ 27,600
Civil	CSW	\$ 15,640	\$ 11,500	\$ 21,620	\$ 48,760
Estimating	JR Conkey	\$ 3,450	\$ 3,565	\$ 8,625	\$ 15,640
Subtotal		\$ 61,690	\$ 101,485	\$ 153,800	\$ 316,975
Reimbursible Allowance					\$ 8,000
Total					\$ 324,975

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- Take No Action

Fiscal Analysis:

Not Applicable.

Environmental Requirements:

Not Applicable.

Exhibits/Attachments:

- None

the new parcel. Upon the close of escrow, Mr. Ryneerson will sign the Quitclaim Deed and this will also be Recorded with the County.

The purchase price for the property is \$253,511, 75% of which will be covered by the CalOES Hazard Mitigation Grant for this project. The total cost to the District for the property purchase will be \$63,377.75.

The earliest date for Escrow to close is October 4, 2022.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

The total Purchase Price for said property is \$253,511, 75% of which will be covered by the CalOES Hazard Mitigation Grant for this project. Cost to the District will be \$63,377.75.

Environmental Requirements:

CEQA has been completed for this Project and other necessary construction permits are being obtained.

Exhibits/Attachments:

- Attachment 1 – Purchase and Sales Agreement
- Attachment 2 - Resolution 2022-24

**AGREEMENT OF PURCHASE AND SALE AND
JOINT ESCROW INSTRUCTIONS**

This **AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS** (this “Agreement”) is made as of the sixth (6th) day of July, 2022 (the “Effective Date”), by and between **AMERICAN HOSPITAL MANAGEMENT CORPORATION**, a California corporation (“Seller”), and the **MCKINLEYVILLE COMMUNITY SERVICES DISTRICT**, a California public entity (“Buyer”).

RECITALS

A. WHEREAS, Seller is the owner of certain unimproved real property located within in the unincorporated area of the County of Humboldt, State of California, consisting of a portion of real property measuring approximately 6.57-acres as legally described in **Exhibit A**, attached hereto (referred to herein as the “Property”). For purposes of illustration, the Property is shown and depicted in the “Preliminary Record of Survey” attached as **Exhibit A1** hereto, and constitutes a portion of the approximate 13-acre parcel of real property commonly known as Humboldt County APN 509-021-045-000, and fully described on **Exhibit A2**, attached hereto. The Property to be purchased by Buyer is described in **Exhibit A1** as the “Proposed Portion of Parcel 1 to be Conveyed to MCSD”).

B. WHEREAS, Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, all on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

AGREEMENT

1. PURCHASE AND SALE. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions hereinafter set forth in this Agreement.

2. PURCHASE PRICE. The total purchase price (“Purchase Price”) for the Property shall be Two Hundred Fifty Three Thousand Five Hundred Eleven Dollars (\$253,511.00), payable by Buyer to Seller as follows:

(a) Within five (5) business days after the Effective Date, Buyer shall deliver to Escrow Holder (as defined in Paragraph 12.1 below), the amount of Ten Thousand Dollars (\$10,000.00) (the “Deposit”) by good check or wire transfer of immediately available funds. Five Thousand Dollars (\$5,000.00) of the Deposit shall be deemed to constitute the irrevocable property of Seller upon deposit into Escrow (the “Non-Refundable Portion of Deposit”) except as set forth in Section 4.2, below. The Non-Refundable Portion of Deposit shall be deemed to constitute consideration for Buyer’s option to terminate this Agreement at any time during the term of the Inspection Period (as defined in Section 4.1 of this Agreement, below). The Seller expressly deems the Non-Refundable Portion of Deposit to constitute adequate consideration in support of the enforceability of this Agreement, in its entirety, in accord with the adequacy of consideration principles discussed in [Steiner v. Thexton, 48 Cal. 4th 411 \(2010\)](#).

(b) The balance of the Purchase Price (i.e., the Purchase Price less the Deposit) shall be deposited in Escrow by Buyer prior to Close of Escrow for delivery to Seller by way of wire transfer of immediately available funds at the Close of Escrow.

3. TITLE / SURVEY.

3.1 Title. Title to the Property shall be conveyed to Buyer upon the Close of Escrow by a Grant Deed with title to the Property evidenced by the commitment of the Escrow Holder to issue an ALTA or standard CLTA policy of title insurance, in Buyer's discretion, with liability in the amount of the Purchase Price showing title to the Property vested in Buyer ("Title Commitment"). Prior to the expiration of the Inspection Period, Buyer shall obtain the Title Commitment from a national title insurance company of Buyer's choice ("Title Company") and deliver to Seller a written statement (the "Title Objection Notice") of any title exceptions to which Buyer objects ("Title Objections"). Within five (5) business days of receipt of the Title Objection Notice ("Seller's Title Response Date"), Seller shall notify Buyer as to which Title Objections, if any, Seller will cure prior to Close of Escrow (as defined in Paragraph 12.2 below). All monetary liens/encumbrances affecting the Property shall be deemed objected to by Seller without further Title Objection Notice. If Seller does not timely respond to the Title Objection Notice, then Seller shall be deemed to have elected to cure no Title Objections. If Seller does not elect to cure all Title Objections prior to Close of Escrow, then, at the option of Buyer, Buyer may (i) terminate this Agreement by providing written notice of such termination to Seller prior to 5:00 p.m. Pacific Time on the date that is five (5) business days following Seller's Title Response Date, or (ii) proceed to close and take title subject to such Title Objections. In the event of termination as provided herein, the refundable portion of the Deposit shall be returned to Buyer, Buyer and Seller shall each pay one-half (1/2) of the escrow costs, and the parties shall have no further rights, duties, liabilities or obligations hereunder, except for those matters that specifically survive termination of this Agreement. Any exceptions to title to which Buyer does not object or which Seller does not agree to cure shall be deemed "Permitted Exceptions".

3.2 Survey. Prior to the expiration of the Inspection Period, if elected by Buyer in Buyer's discretion, Buyer shall obtain a current survey of the Property (or any portion of it selected for survey by Buyer) (the "Survey"), at Buyer's sole cost and expense, and deliver to Seller a written statement (the "Survey Objection Notice") of any matters disclosed by the Survey to which Buyer objects (the "Survey Objections"). Within five (5) business days following Seller's receipt of the Survey Objection Notice ("Seller's Survey Response Date"), Seller shall notify Buyer as to which Survey Objections Seller elects to cure prior to Close of Escrow. If Seller does not timely respond to the Survey Objection Notice, then Seller shall be deemed to have elected to cure no Survey Objections. If Seller does not elect to cure all Survey Objections prior to Close of Escrow, then, at the option of Buyer, Buyer may (i) terminate this Agreement by providing written notice of such termination to Seller prior to 5:00 p.m. Pacific Time on the date that is five (5) business days following Seller's Survey Response Date, or (ii) proceed to close and take title subject to such Survey Objections. In the event of termination as provided herein, the refundable portion of the Deposit shall be returned to Buyer, Buyer and Seller shall each pay one-half (1/2) of the escrow costs, and the parties shall have no further rights, duties, liabilities or obligations hereunder, except for those matters that specifically survive termination of this Agreement. All survey matters to which Buyer does not object or which Seller does not agree to cure shall be deemed Permitted Exceptions.

3.3 Subdivision. At Buyer's sole cost and expense, Buyer shall cause to be recorded concurrently with the Close of Escrow, a merger certificate, an approved lot split, lot line adjustment, or minor subdivision, parcel map and/or certificate of compliance to reconfigure that real property described in Exhibit A2 in the manner depicted in Exhibit A1 to create two resultant legal parcels consisting of (i) the Property (shown and depicted in Exhibit A1) to be purchased by Buyer and (ii) that real property to be retained by Seller shown and depicted on Exhibit A1 and labeled "Proposed Portion of Parcel 1 to be Retained by American Hospital Management Corp.". Buyer and Seller acknowledge that Buyer and Seller will principally seek issuance of a merger certificate or a certificate of compliance from the County of Humboldt and utilization of the merger protocol or subdivision exemption protocol established by California Government Code Section 66499.35 applicable to purchase(s) of real property (and/or portions thereof)

for government/public purposes. Buyer may use whatever protocol it desires to effectuate the parcel reconfiguration, at Buyer's sole expense, and Seller shall reasonably cooperate with Seller in its efforts to effectuate reconfiguration of the Property in the manner discussed herein. At Closing the real property to be retained by Seller shall be provided a non-exclusive drainage access easement at and over a portion of the Property to be determined by Buyer to afford access to the twenty foot (20') wide drainage easement depicted on Exhibit A1, extending north to Cochran Road (the "Drainage Easement"). Seller shall co-locate any drainage facilities in the easement area, at Seller's cost, so as not to interfere with Buyer's drainage equipment and infrastructure. In addition to the foregoing, at Closing the real property to be retained by Seller shall also be provided a non-exclusive easement for pedestrian and equestrian ingress and egress only over and across that certain strip of land depicted on Exhibit A1 as the "Proposed 15' Foot Pedestrian Access Easement" (the "Pedestrian Easement"). Buyer and Seller acknowledge that at (or prior to) Closing, Buyer will procure a Quitclaim Deed in the form attached hereto as **Exhibit B** providing a fifteen foot (15') pedestrian access corridor to the adjacent park property owned by Buyer and Buyer will afford access to Seller's remaining lands for purposes of pedestrian and equestrian ingress and egress over and across said fifteen foot (15') corridor.

4. CONTINGENCIES.

4.1 Buyer's obligation to purchase the Property is subject to the following contingencies described in subparagraphs (a) through (c) below in this Paragraph 4.1 ("Contingencies"). Each and all of the following Contingencies are for the sole benefit of Buyer and may be waived or deemed satisfied by Buyer in Buyer's sole and absolute discretion.

(a) Inspection/Due Diligence Contingency. Buyer's inspection and examination of the Condition of the Property (as defined in Paragraph 9.1 below). Buyer shall have access to the Property at reasonable times, after twenty-four (24) hours' notice to Seller, and shall have the right to conduct, at Buyer's expense, environmental investigations and such other studies with respect to the Condition of the Property as Buyer may desire. Any investigation by Buyer that requires invasive (such as excavation) procedures shall be the responsibility of Buyer including any resulting damage to the Property or any third party. Any investigative work shall be performed under a valid permit and by a licensed and insured individual/entity. Seller will be named as an additional insured on any individual/entity insurance policy. Buyer shall have until 5:00 p.m. Pacific Time on the date which is **ninety (90) days** following the Effective Date (the "Inspection Period"), to conduct such tests and studies, and to give written notice to Seller of any conditions unacceptable to Buyer. Buyer shall indemnify and hold and save Seller harmless from and against any and all loss, cost, damage, liability, injury or expense, including any contamination that may result due to such investigation, arising out of or in any way related to damage to property, injury to or death of persons, or the assertion of lien claims caused by such entry, inspection and implementation of environmental investigations and other studies with respect to the Condition of the Property. If Buyer elects to terminate this Agreement by reason of failure of the Contingency set forth in this subparagraph (a), Buyer shall promptly upon such election deliver to Seller all written reports, studies and information prepared by third parties for Buyer which pertain to the Condition of the Property.

(b) Additional Lien Contingency. No new liens or encumbrances shall exist against the Property other than those that appear on the Title Commitment.

(c) CEQA. At Buyer's sole cost and expense, Buyer's compliance with the California Environmental Quality Act and expiration of any applicable statute of limitations regarding the same prior to Closing.

4.2 If Buyer disapproves of the satisfaction of any Contingency within the applicable time period provided above, Buyer's sole remedy shall be to terminate this Agreement and Seller shall have no obligation to remedy any Contingency which Buyer disapproves. If this Agreement terminates as a result of the failure of the satisfaction of any of the Contingencies other than the contingencies recited in Section 4.1(b), above, all sums

(other than the Non-Refundable Portion of Deposit which shall remain the property of the Seller) and documents deposited in Escrow shall be returned to the parties who respectively deposited the same, and Buyer shall pay all Escrow costs, and the parties shall have no further rights, duties, liabilities or obligations hereunder, except for those matters that specifically survive termination of this Agreement. If this Agreement terminates as a result of the failure of the satisfaction of the Contingencies recited in Section 4.1(b), above, all sums (including the Non-Refundable Portion of Deposit which shall be returned to Buyer) and documents deposited in Escrow shall be returned to the parties who respectively deposited the same, and Buyer and Seller shall each pay one-half (1/2) of the Escrow costs, and the parties shall have no further rights, duties, liabilities or obligations hereunder, except for those matters that specifically survive termination of this Agreement.

4.3 If Buyer fails to give written notice to Seller of its disapproval of any Contingency within the respective applicable time limit set forth above in Paragraph 4.1, it shall conclusively be deemed that Buyer has waived such Contingency and such Contingency shall conclusively be deemed satisfied.

5. EXCHANGE. Buyer and Seller acknowledge that Seller shall have the right to cause this Agreement to be modified so that Seller may effectuate an exchange under the Internal Revenue Code of 1954, and the California Revenue and Taxation Code. Seller shall exercise its right to modify this Agreement by giving Buyer written notice by no later than thirty (30) calendar days prior to the date scheduled for the close of Escrow. Buyer shall bear no additional cost, expense or liability (whether actual or contingent) as a result of the exchange transaction and shall not be required to take title to any other property as part of such exchange transaction. If the parties to this Agreement are unable to agree as to the terms of the modification of this Agreement to allow Seller to exchange the Property on or before the Close of Escrow, the Close of Escrow shall take place as if the Seller had not exercised its right to exchange the property for other property.

6. REPRESENTATIONS AND WARRANTIES BY SELLER.

6.1 Seller makes the representations and warranties in this Paragraph 6, each and all of which shall survive any and all inquiries and investigations made by Buyer and shall survive the Close of Escrow and recordation of the Grant Deed, up to a period of four years.

6.1.1 The individual(s) signing this Agreement on behalf of Seller has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

6.1.2 To the best of Seller's knowledge, neither the entering into this Agreement nor the performance of any of Seller's obligations under this Agreement will violate the terms of any contract, agreement or instrument to which Seller is a party.

6.1.3 Seller has not been served (by means of formal, legal service of process as required by law) or formally notified in writing by any governmental or quasi-governmental authority (i) that the Property or any adjoining property, contains or may contain any "Hazardous Materials" in violation of any "Environmental Regulations" (as those terms are defined in this Paragraph 6.1.3, below); or (ii) that the Seller has stored, used or maintained Hazardous Materials or suffered, permitted, allowed or acquiesced in any storage, use or maintenance of Hazardous Materials on, in or under the Property in violation of any Environmental Regulations. As used in this Agreement, the terms "Environmental Regulations" and "Hazardous Materials" shall have the following meanings:

(a) "Environmental Regulations" shall mean all applicable statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, and similar items, of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the

United States, states and political subdivisions thereof and all applicable judicial and administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation: (i) all requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials, whether solid, liquid or gaseous in nature, into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, whether solid, liquid or gaseous in nature; and (ii) all requirements pertaining to the protection of the health and safety of employees or the public.

(b) “Hazardous Materials” shall mean (i) any flammables, explosive or radioactive materials, hazardous wastes, toxic substances or related materials including, without limitation, substances defined as “hazardous substances,” “hazardous materials,” “toxic substances” or “solid waste” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, [42 U.S.C. Sec. 9601, et seq.](#); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Toxic Substances Control Act, [15 U.S.C., Section 2601 et seq.](#); the Resource Conservation and Recovery Act of 1976, [42 U.S.C. Section 6901 et seq.](#); and in the regulations adopted and publications promulgated pursuant to said laws; (ii) those substances listed in the United States Department of Transportation Table ([49 C.F.R. 172.101](#) and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto); (iii) those substances defined as “hazardous wastes,” “hazardous substances” or “toxic substances” in any similar federal, state or local laws or in the regulations adopted and publications promulgated pursuant to any of the foregoing laws or which otherwise are regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States of America, the State of California or any political subdivision thereof, (iv) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended; (v) petroleum or any by-products thereof; (vi) any radioactive material, including any source, special nuclear or by-product material as defined at [42 U.S.C. Sections 2011 et seq.](#), as amended, and in the regulations adopted and publications promulgated pursuant to said law; (vii) asbestos in any form or condition; and (viii) polychlorinated biphenyls.

6.1.4 Until the Close of Escrow, the Property will continue to be operated in substantially the same manner as operated as of the Effective Date. Seller will not do or cause anything to be done that would change, alter or modify the operation of the Property without the prior written consent of Buyer.

6.1.5 Seller has neither engaged nor dealt with any broker or finder in connection with the sale contemplated by this Agreement. Seller shall pay, and shall hold Buyer harmless from and against, any commission or finder's fee payable to any agent or broker who represents or claims to represent Seller.

6.1.6 Seller will not alter the physical condition of the Property from and after the date of this Agreement, reasonable wear and tear excepted. If, through no fault of Seller, the physical condition of the Property is different on the date scheduled for the Close of Escrow as of the date of this Agreement, the terms and conditions of Paragraph 6.2, below shall apply.

6.2 If, prior to the Close of Escrow, new events have occurred which were beyond the control of Seller and which render any previously true representation or warranty untrue, Seller shall, within three (3) days thereafter, disclose those matters by written notice to Buyer. Buyer shall have ten (10) days after the earlier of (i) such disclosure; or (ii) Buyer's independent discovery that such representation or warranty has become untrue, to elect, in its sole and absolute discretion, and as its sole remedy, by written notice to Seller within said ten (10) day period, whether (1) to purchase the Property or (2) terminate this Agreement. If Buyer elects to terminate this Agreement pursuant to this Paragraph 6.2, Escrow shall immediately terminate upon Seller's receipt of Buyer's notice of election to terminate this Agreement and all sums and documents deposited in Escrow (other than the Non-Refundable Portion of Deposit) shall be returned to the parties who deposited the same and Seller and Buyer shall each pay one-half (1/2) of Escrow costs. If Buyer fails to notify Seller and Escrow Holder of its election to terminate this Agreement within said ten (10) day time period provided above, Buyer shall be deemed to have accepted the modified representations and warranties and elected to purchase the Property.

6.3 Other than those express representations and warranties contained in Paragraphs 6.1 through 6.2 of this Agreement, above, Seller makes **no** warranty or representation, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose, and all such other warranties are expressly disclaimed.

6.4 Except to the extent Seller has made a specific representation and warranty with respect thereto, no document or information provided by Seller to Buyer shall constitute a representation as to the completeness or accuracy of such documents or information.

7. REPRESENTATIONS AND WARRANTIES BY BUYER.

7.1 Buyer makes the following representations and warranties in this Paragraph 7, each and all of which shall survive any and all inquiries and investigations made by Seller and shall survive the Close of Escrow and recordation of the Grant Deed, up to a period of four years.

7.1.1 Each and all of the information, including without limitation the Lending Commitment and any financial statement, if any, delivered by Buyer to Seller is true and correct.

7.1.2 Buyer has neither engaged nor dealt with any broker or finder in connection with the sale contemplated by this Agreement. Buyer shall pay any commission or finder's fee payable to any other party who represents or claims to represent Buyer.

7.1.3 Buyer is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of California, and has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The Buyer, and the specific, individual parties signing this Agreement on behalf of Buyer represent and warrant that the parties signing this Agreement on behalf of the Buyer have the full legal power, authority and right to execute and deliver this Agreement.

7.1.4 Buyer has made or will make its own investigation concerning the Condition of the Property (as said term is defined in Paragraph 9.1 of this Agreement, below), the condition of title or any other matter pertaining to the Property, and, other than the specific representations and warranties made by Seller pursuant to Paragraphs 6.1 through 6.2 of this Agreement, above, Buyer is not relying on any representations, warranties or inducements of Seller or Seller's broker with respect to the Condition of the Property.

8. INDEMNIFICATION.

8.1 Subject to any other provisions of this Agreement to the contrary, each party (“Indemnitor”) agrees to indemnify and hold the other party (“Indemnitee”) harmless from and against any claim, loss, damage or expense, including any reasonable attorneys fees (including attorneys fees on appeal), asserted against or suffered by the Indemnitee resulting from: (a) Any breach by the Indemnitor of this Agreement; (b) Any liability of the Indemnitor with respect to the Property, as further provided in Paragraphs 9.1 through 9.2, below; or (c) The inaccuracy or breach of any of the representations, warranties or covenants made by the Indemnitor.

8.2 Indemnitee shall submit any claim for indemnification under this Agreement to the Indemnitor in writing within a reasonable time after Indemnitee determines that an event has occurred which has given rise to a right of indemnification under this Paragraph 8 and shall give Indemnitor a reasonable opportunity to investigate and cure any default of Indemnitor under this Agreement and eliminate or remove any claim by a third party. Notwithstanding the foregoing, if the nature of Indemnitor's default or the third party claim is such that it would be impractical or unreasonable to give Indemnitor an opportunity to investigate and cure such default and remove such claim, Indemnitee need not give Indemnitor such opportunity.

8.3 If such claim for indemnification relates to a claim or demand presented in writing by a third party against Indemnitee, Indemnitor shall have the right to employ counsel reasonably acceptable to Indemnitee to defend any such claim or demand, and Indemnitee shall make available to Indemnitor, or its representatives, all records and other materials in its possession or under its control reasonably required by Indemnitor for its use in contesting such liability. If Indemnitor does not elect to defend any such claim or demand, Indemnitee may do so at its option, but shall not have any obligation to do so.

Buyer’s Initials: pk^{DS}

Seller’s Initials: DS^{DS}

9. “AS-IS” SALE; ASSUMPTION OF RESPONSIBILITIES.

9.1 “As Is” Sale. Buyer and its representatives, prior to the Close of Escrow, will have been afforded the opportunity to make such inspections of the Property and matters related thereto as Buyer and its representatives desire, including, without limitation, governmental laws and regulations and actions to which the Property is subject, and Buyer shall accept the Property upon the basis of its review and determination of the applicability and effect of such laws and regulations (the “Condition of the Property”). Buyer acknowledges and agrees that the Property is to be sold and conveyed to and accepted by Buyer in an “AS IS” condition with all faults. Except for those limited representations and warranties stated in Paragraphs 6.1 through 6.4 of this Agreement, above, Seller does not make any representations or warranties, oral or written, past, present or future, of any kind whatsoever, either express or implied with respect to either the Property or the condition, value, or quality of the Property

9.2 Effective as of the Close of Escrow and except for the limited representations and warranties and obligations of Seller contained in this Agreement, Buyer shall be deemed to have assumed any and all risks, obligations and liabilities relating to the Property, expressly including, without limitation any and all risks, obligations and liabilities relating to the Condition of the Property.

10. LIQUIDATED DAMAGES. IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY AS HEREIN PROVIDED BY REASON OF ANY DEFAULT OF BUYER, IT IS AGREED THAT THE DEPOSIT ACTUALLY MADE PURSUANT TO PARAGRAPH 2(a) OF THIS AGREEMENT (I.E., \$ 10,000.00 USD) SHALL BE NON-REFUNDABLE AND SELLER SHALL BE ENTITLED TO SUCH DEPOSIT, WHICH AMOUNTS SHALL BE ACCEPTED BY SELLER AS LIQUIDATED DAMAGES AND

Buyer’s Initials: pk^{DS} ; Seller’s Initials: DS^{DS}

Code §18662, together with any and all other documents required by law pertaining to foreign or out-of-state sellers.

12.4 Buyer shall deliver to Escrow Holder prior to the Close of Escrow the following documents and items:

(a) The balance of the cash portion of the Purchase Price set forth in Paragraph 2(c), together with an additional sum sufficient to cover Buyer's closing costs as set forth in Paragraph 12.7.2, below.

(b) The Easement Deed granting Seller a non-exclusive drainage access easement at and over a portion of the Property as set forth in Section 3.3, above.

12.5 On the Close of Escrow, the Escrow Holder shall record the Grant Deed and shall deliver the monies and instruments to which each party is entitled pursuant to this Agreement, only when the Title Company is in a position to issue its ALTA or CLTA policy of title insurance, in Buyer's discretion, subject only (i) to the Permitted Exceptions; and (ii) Title Company's standard pre-printed exceptions, with liability in the amount of the Purchase Price, showing title to the Property vested in Buyer (or as designated by Buyer) ("Title Policy").

12.6 Upon Close of Escrow, the Property shall be delivered to Buyer subject only to the Permitted Exceptions and the following items, documents and monies shall be delivered to the parties by Escrow Holder as set forth below:

(a) To Seller: the cash portion of the Purchase Price as set forth in Paragraph 2(b), reduced by the amount of Seller's closing costs as set forth in Paragraph 12.7.1, below.

(b) To Buyer: the Title Policy.

12.7 Upon Close of Escrow, Escrow and title charges shall be paid in the manner provided below.

12.7.1 Seller shall pay:

(a) One-half (1/2) the cost of any and all documentary transfer tax or stamps or other sales tax; and

12.7.2 Buyer shall pay:

(a) All recording fees; and

(b) One-half (1/2) the cost of any and all documentary transfer tax or stamps or other sales tax; and

(c) All of the Escrow fees; and

(d) The cost of the Title Policy.

12.8 If Escrow fails to close as a result of the default of this Agreement by a party, the defaulting party shall pay all title and escrow charges; provided, however, that nothing in this Paragraph 12.8 shall be deemed to limit, and the provisions of this Paragraph 12.8 shall be in addition to, all other rights and remedies of the non-defaulting party pursuant to this Agreement.

12.9 Escrow Holder is authorized and instructed to debit Seller for Seller's closing costs as set forth in Paragraph 12.7.1, above.

13. PRORATIONS AND POST-CLOSING OBLIGATIONS.

13.1 Prorations shall be made as of the Close of Escrow. All prorations shall be made on the basis of a thirty (30) day month and shall be paid in cash to Seller if it is entitled thereto, or shall be credited against the cash portion of the Purchase Price if Buyer is entitled thereto. Such prorations shall be made by Escrow Holder on the basis of a statement(s) approved by Buyer and Seller and deposited into the Escrow prior to the Close of Escrow. The date used for prorations is hereinafter referred to as the "Proration Date."

(a) All real estate taxes and all personal property taxes due and owing as of the Proration Date, and all penalties and interest thereon, shall be paid by Seller. Current real estate taxes, special assessments and personal property taxes which are not yet due and owing shall be prorated based upon the most recent tax bill, so that the portion of current taxes allocable to the period from the beginning of such tax year through the Proration Date shall be charged to and paid by Seller and the portion of the current taxes allocable to the portion of such tax year from the Proration Date to the end of such tax year shall be charged to and paid by Buyer. Proration of taxes and assessments shall be final as of the Proration Date, regardless of the amount of taxes or assessments that actually are, or subsequently become, due.

(b) Expenses of operating the Property (other than insurance premiums, taxes and utility charges) which were prepaid by Seller for a period beyond the Proration Date.

13.2 Buyer shall be responsible for obtaining and paying for utility services from and after Close of Escrow.

14. DAMAGE OR DESTRUCTION PRIOR TO CLOSE OF ESCROW. If the Property, or any portion thereof, is damaged or destroyed prior to the Close of Escrow from any cause whatsoever, whether an insured risk or not, including but not limited to, fire, flood, accident or other casualty which, according to the Buyer's and Seller's best estimate, would cost more than Fifty Thousand Dollars (\$50,000.00) to repair, Buyer shall have the option, upon written notice to Seller, to either (i) terminate this Agreement, or (ii) purchase the Property. If Buyer elects to terminate this Agreement, Escrow shall immediately terminate upon Seller's receipt of Buyer's notice of election to terminate and Escrow Holder shall thereupon promptly return all documents, items and monies in its possession to the party who shall have deposited same with Escrow Holder. In the event of such termination, Buyer shall pay the Escrow fees. Should any damage or destruction occur prior to the Close of Escrow, the date scheduled for the Close of Escrow shall be extended for a period of time not to exceed thirty (30) days, for the purpose of allowing Buyer and Seller sufficient time to estimate the cost of repair. If Buyer fails to notify Seller of its election under this Paragraph 14, Buyer shall be deemed to have elected to purchase the Property.

15. EMINENT DOMAIN.

15.1 The words "condemnation" or "condemned" as used in this Paragraph 15 shall mean the exercise of, or intent to exercise, the power of eminent domain expressed in writing, as well as the filing of any action or proceeding for such purpose, by any person, entity, body, agency or authority having the right or power of eminent domain (the "condemning authority").

15.2 If Seller receives written notice from a condemning authority advising of a condemnation of all or any portion of the Property ("Condemnation Notice"), Seller shall immediately advise Buyer of same in writing

and deliver therewith a copy of the Condemnation Notice. Within ten (10) days after Buyer's receipt of the Condemnation Notice, Buyer shall notify Seller of its election to either (i) terminate this Agreement and the Escrow or (ii) purchase the Property. If Buyer elects to terminate this Agreement, Escrow shall immediately terminate upon Seller's receipt of Buyer's notice of election to terminate this Agreement and Escrow Holder shall thereupon promptly return all documents, items and monies in its possession to the party who shall have deposited same with Escrow Holder. In the event of such termination, Buyer shall pay the Escrow fees. If Buyer elects to purchase the Property, Seller shall transfer to Buyer at the Close of Escrow all proceeds from condemnation or Seller's right to receive all such proceeds. If Buyer fails to notify Seller of its election under this Paragraph 15, Buyer shall be deemed to have elected to purchase the Property.

16. SURVIVAL OF CLOSE OF ESCROW. All representations, warranties, covenants, conditions, agreements and obligations contained in or relating to this Agreement shall, except as expressly stated in this Agreement, survive the Close of Escrow and the recordation of the Grant Deed and shall not merge therein unless specifically stated otherwise in this Agreement.

17. NOTICES. All notices to be given pursuant to this Agreement shall be either (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) overnight courier (such as Federal Express, DHL, etc.); (iv) by electronic scan and transfer by e-mail; or (v) by telecopy transmittal. If sent via certified or registered mail, receipt shall be deemed effective forty-eight (48) hours after being deposited in the United States mail. If sent via telecopy transmission, a confirming copy shall be sent to the sender, and receipt of the telecopy transmittal shall be deemed effective at the time the telecopy is transmitted from the location where the transmission originates. If sent via overnight courier, receipt shall be deemed effective twenty-four (24) hours after the sending thereof. If sent via electronic scan and transfer by e-mail, receipt shall be deemed effective at the time the e-mail correspondence is transmitted from the location where the transmission originates; if the electronic scan and transfer by e-mail occurs on a Saturday, Sunday or Holiday (recognized by the California State Legislature), the transmission will not be deemed delivered until the next following business day. All notices to be given pursuant to this Agreement shall be given to the parties at the following respective address.

To Seller: American Hospital Management Corporation
Attn: Doug Shaw, CEO
P.O. Box 1115
Arcata, CA 95518
Email: das@madriverhospital.com

With copy to: Janne Page, Executive Associate
P.O. Box 1115
Arcata, CA 95518
Email: jpage@madriverhospital.com

To Buyer: McKinleyville Community Services District
Attn: Pat Kaspari
P.O. Box 2037
McKinleyville, CA 95519
Email: pkaspari@mckinleyvillecsd.com

With copy to: Russell S. Gans
The Mitchell Law Firm, LLP
426 First Street
Eureka, CA 95501

E-mail: rgans@mitchelllawfirm.com

18. ENTIRE AGREEMENT. This Agreement, and the Exhibits attached hereto, represent the entire Agreement between the parties in connection with the transactions contemplated hereby and the subject matter hereof and this Agreement supersedes and replaces any and all prior and contemporaneous agreements, understandings and communications between the parties, whether oral or written, with regard to the subject matter hereof. There are no oral or written agreements, representations or inducements of any kind existing between the parties relating to this transaction which are not expressly set forth herein. This Agreement may not be modified except by a written agreement signed by both Buyer and Seller. Without limiting the foregoing, Buyer and Seller expressly acknowledge and agree that they have not relied on any written or oral statements made by the other party's real estate broker in entering into this Agreement.

19. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, administrators, successors in interest and assigns.

20. WAIVER. No waiver by any party at any time of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision herein or a consent to any subsequent breach of the same or another provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.

21. CAPTIONS AND HEADINGS. The captions and paragraphs numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe, or describe the scope or intent of this Agreement.

22. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument. Electronic scan signatures and/or facsimile signatures shall be deemed to constitute originals.

23. GOVERNING LAW. This Agreement has been prepared, negotiated and executed in, and shall be construed in accordance with, the laws of the State of California. Any action or proceeding relating to or arising out of this Agreement shall be filed, if a State action, in the Superior Court of the State of California for the County of Humboldt, or if a Federal action, in the District of the United States District Court in which the Property is located.

24. ATTORNEYS FEES. If either party named herein brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action (or proceeding), on trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the Court.

25. TIME OF ESSENCE. Time is of the essence with respect to all matters contained in this Agreement.

26. DATE OF AGREEMENT. All references in this Agreement to the "Effective Date", "the date of this Agreement" or "the date hereof" shall be deemed to refer to the date set forth in the first paragraph of this Agreement.

27. INVALIDITY OF ANY PROVISION. If any provision (or any portion of any provision) of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction under present or

future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions (or the balance of such provision) shall not be affected thereby.

28. NO RECORDATION. Buyer shall not record this Agreement, any memorandum of this Agreement, any assignment of this Agreement, or any other document which would cause a cloud on the title to the Property.

29. DRAFTING OF AGREEMENT. Buyer and Seller acknowledge that this Agreement has been negotiated at arm's length, that each party has been represented by independent counsel and that this Agreement has been drafted by both parties and no one party shall be construed as the draftsman.

30. NO THIRD PARTY BENEFICIARY RIGHTS. This Agreement is entered into for the sole benefit of Buyer and Seller and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

31. INCORPORATION OF EXHIBITS. Each and all of the exhibits attached to this Agreement are incorporated herein as if set forth in full in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the first paragraph of this Agreement.

SIGNATURES

SELLER: American Hospital Management Corporation

DocuSigned by:
By: Douglas Shaw
B1C5776986C6401...

Name: Douglas Shaw

Its: Chief Executive Officer

BUYER: McKinleyville Community Services District

DocuSigned by:
By: Pat Kaspari
7A8A4AE724C54BF...

Name: Pat Kaspari

Its: General Manager

SCHEDULE OF EXHIBITS

- Exhibit A Legal Description of Portion of Property to be Conveyed to Buyer and the Portion of Property to be Retained by Seller
- Exhibit A1 "Preliminary Record of Survey"—Depiction of Portion of Property to be Conveyed to Buyer and the Portion of Property to be Retained by Seller
- Exhibit A2 Legal Description of Seller's Existing Legal Parcel (the 13 acres)
- Exhibit B Quitclaim Deed

EXHIBIT “A”

**Legal Description of Portion of Property to be Conveyed to Buyer and the Portion
of Property to be Retained by Seller**

[EXHIBIT FOLLOWS THIS PAGE]

Exhibit 'A'

Legal Description of Portion of Lands of American Hospital Management Corporation as described in Book 1748 of Official Records, page 1139 to be conveyed to McKinleyville Community Services District

All that real property situate in the Northeast Quarter of Section 8, Township 6 North, Range 1 East, Humboldt Meridian, County of Humboldt, State of California, described as follows:

That portion of Parcel 1 as shown on the Parcel Map No. 387 on file in the Recorder's Office of Humboldt County, in Book 3 of Parcel Maps, Page 147 which lies northerly and westerly of the following described line:

COMMENCING at the Southwest corner of Parcel 3 of said Parcel Map and a found 1/2 inch diameter iron pipe with the remnants of a plastic plug;

THENCE North 8 degrees 38 minutes 47 seconds West 379.54 feet along the westerly lines of Parcel 3 and Parcel 1 of said Parcel Map, to a point marked by a 1 inch iron pipe with a 2 inch brass cap stamped "MCSD PROPERTY CORNER - BUFFINGTON LS 9339", said point being the POINT OF BEGINNING;

THENCE leaving the West line of said Parcel 1 and heading North 89 degrees 57 minutes 23 seconds East 349.57 feet to a point marked by a 1 inch iron pipe with a 2 inch brass cap stamped "MCSD PROPERTY CORNER - BUFFINGTON LS 9339";

THENCE North 38 degrees 12 minutes 02 seconds East 148.32 feet to a point marked by a 1 inch iron pipe with a 2 inch diameter brass cap stamped "MCSD PROPERTY CORNER - BUFFINGTON LS 9339";

THENCE North 25 degrees 30 minutes 16 seconds West 191.99 feet to a point marked by a 1 inch iron pipe with a 2 inch brass cap stamped "MCSD PROPERTY CORNER - BUFFINGTON LS 9339";

THENCE North 89 degrees 57 minutes 23 seconds East 265.05 feet, more or less, to the East line of said Parcel 1 and a 1 inch iron pipe with a 2 inch brass cap stamped "MCSD PROPERTY CORNER - BUFFINGTON LS 9339".

END OF DESCRIPTION

The Basis of Bearings of this description is the North 8 degrees 38 minutes 47 seconds West, as measured along the West line of said Parcel Map No. 387.

Prepared by:

Jesse N. Buffington, LS 9339

Description Dated: 2/17/2022

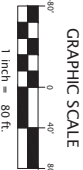
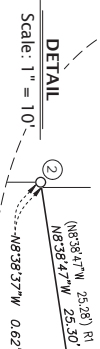
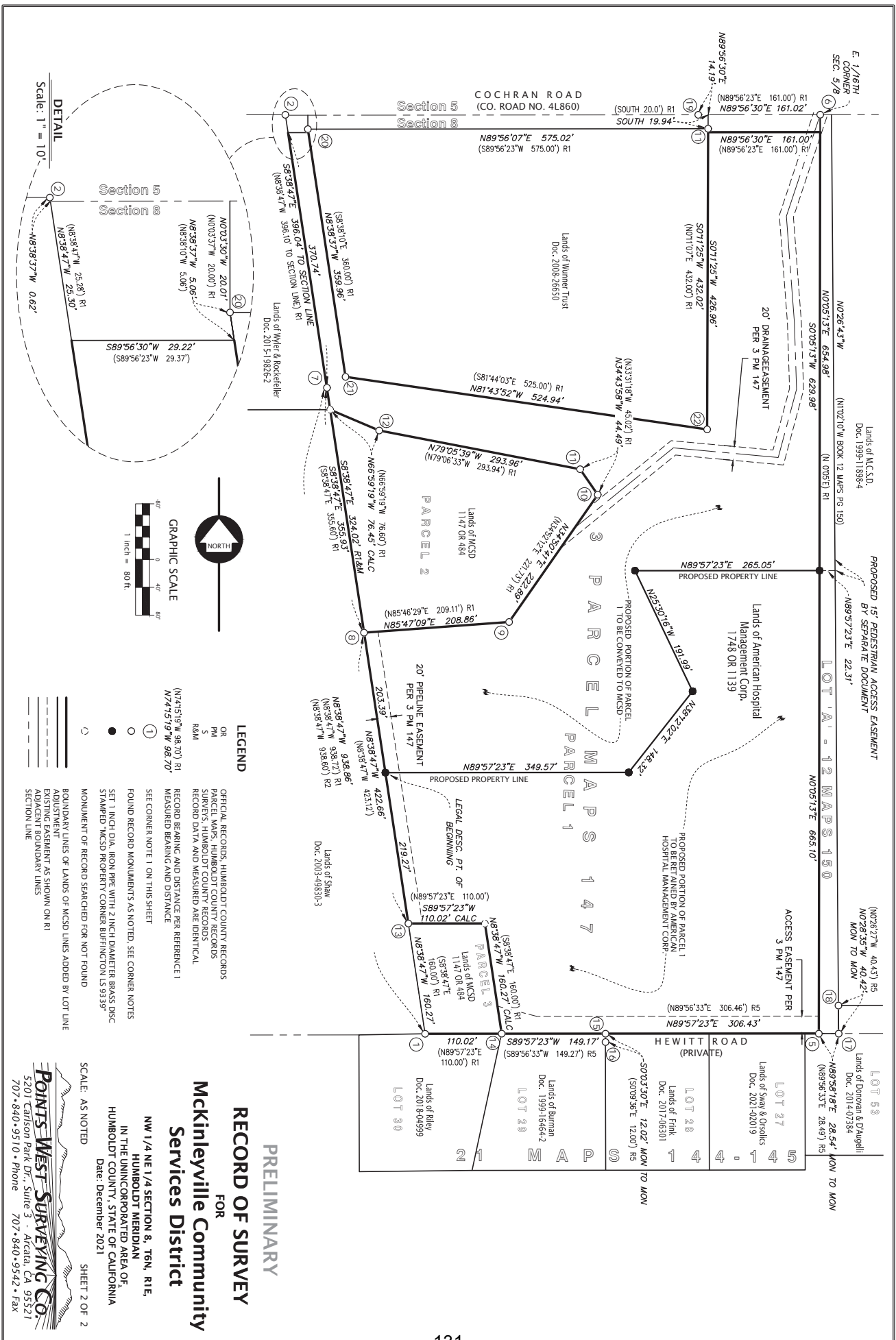
Description Signed: [Signature]



EXHIBIT “A1”

**“Preliminary Record of Survey”—Depiction of Portion of Property to be Conveyed
to Buyer and the Portion of Property to be Retained by Seller**

[EXHIBIT FOLLOWS THIS PAGE]



- LEGEND**
- OR Parcel MNS
 - PM Parcel MNS
 - S Parcel MNS
 - R&M Parcel MNS
 - ① (N74°51'9"W 98.70') RI
 - ② (N74°19'19"W 98.70')
- OFFICIAL RECORDS, HUMBOLDT COUNTY RECORDS
 PARCEL MAPS, HUMBOLDT COUNTY RECORDS
 SURVEYS, HUMBOLDT COUNTY RECORDS
 RECORD DATA AND MEASUREMENTS ARE IDENTICAL
 RECORD BEARING AND DISTANCE PER REFERENCE 1
 MEASURED BEARING AND DISTANCE
- SEE CORNER NOTE 1 ON THIS SHEET
 FOUND RECORD MONUMENT 5 AS NOTED, SEE CORNER NOTES
 SET 1 INCH DIA. IRON PIPE WITH 2 INCH DIAMETER BRASS DISC
 STAMPED "MCSO PROPERTY CORNER BURNFINGTON LS 9339"
- MONUMENT OF RECORD SEARCHED FOR NOT FOUND
 BOUNDARY LINES OF LANDS OF MCSO LINES ADDED BY LOT LINE
 ADJUSTMENT
 EXISTING EASEMENT AS SHOWN ON R1
 SECTION LINE

RECORD OF SURVEY
 FOR
McKinleyville Community Services District

NW 1/4 NE 1/4 SECTION 8, T6N, R1E,
 HUMBOLDT MERIDIAN
 IN THE UNINCORPORATED AREA OF
 HUMBOLDT COUNTY, STATE OF CALIFORNIA
 Date: December 2021

SCALE: AS NOTED

POINTS WEST SURVEYING CO.
 5201 Carlson Park Dr., Suite 3 - Arcata, CA 95521
 707-840-9510 • Phone 707-840-9542 • Fax

SHEET 2 OF 2

EXHIBIT "A2"
Legal Description

For APN/Parcel ID(s): 509-021-045-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF HUMBOLDT, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

Parcel 1 as shown on [Parcel Map No. 387](#) on file in the Recorder's Office of Humboldt County in [Book 3 of Parcel Maps, Page 147](#).

PARCEL TWO:

Lot A of Azalea Park Subdivision, according to the Map thereof recorded in [Book 12, Page 150](#), of Maps in the Office of the County Recorder of said County.

EXHIBIT "B"
Quitclaim Deed

[EXHIBIT FOLLOWS THIS PAGE]

Recording Requested By:

McKinleyville Community Services District
1656 Sutter Road
McKinleyville, CA 95519

Return To:

Same as above

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Quitclaim Deed

Documentary transfer tax is \$_____

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

RYNEARSON, SENFFNER & RYNEARSON TRUST, a General Partnership

Hereby Quitclaims to

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT, a local public agency

A portion of the 1-foot non-access easement described in Document No. 1999-11898-4, Humboldt County Official Records as described in Exhibit "A"

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART THEREOF

OWNER:

James Mark Rynearson, General Partner

CERTIFICATE OF 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 HUMBOLDT }

On this _____ day of _____ 20 ____, before me, _____ Notary Public, personally appeared _____ 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.

_____ (seal)
Signature

Exhibit 'A'

Legal Description of 15 foot long by 1 foot wide strip of Non-Access Easement to be Quitclaimed

Being a portion of the Non-Access Easement as conditioned in Grant Deed (Gift) recorded in Document No. 1999-11898-4, Humboldt County Records, from Rynearson, Senffner, & Rynearson Trust, a General Partnership, to the McKinleyville Community Services District, their successors or assigns, said non-access easement also restricting the right of utility, pedestrian or vehicular access described as follows:

All that real property situate in the State of California, County of Humboldt, lying within the Northeast Quarter of the Northeast Quarter of Section 8, Township 6 North, Range 1 East, Humboldt Baseline and Meridian, more particularly described as follows:

A 15.00 foot long by 1.00 (one) foot wide portion of the one (1) foot wide PEDESTRIAN ACCESS restriction in the abovementioned deed, the West line of which is further described as follows:

COMMENCING at the East 1/16 Corner between Sections 5 and 8, Township 6 North, Range 1 East, HBM, as shown on the Parcel Map No. 387 prepared for McKinleyville Services District and recorded in Book 3 of Parcel Maps, Page 147, HCR;

THENCE South 0 degrees 05 minutes 13 seconds West (South 0 degrees, 5 minutes, 0 seconds West per said Parcel Map), along the East line of Parcel 1 of said Parcel Map, 654.98 feet to a point marked by a 1 inch diameter iron pipe with a 2 inch brass cap stamped "MCSD PROPERTY CORNER - BUFFINGTON LS 9339";

THENCE North 89 degrees 57 minutes 23 seconds East 22.31 feet, more or less, to the East line of Lot A as shown on Book 12 of Maps, Page 150, HCR, to the TRUE POINT OF BEGINNING;

THENCE North 0 degrees, 26 minutes, 43 seconds West (North 1 degrees, 02 minutes, 10 seconds West per Book 12 of Maps, Page 150, HCR) 15.00 feet along the East line of said Lot A.

The one-foot by fifteen foot area described herein is restricted to Pedestrian Access only. No vehicular access or utilities shall cross said one-foot by fifteen foot easement being relinquished.


END OF DESCRIPTION

BASIS OF BEARINGS: The Basis of Bearings of this description is the North 8 degrees 38 minutes 47 seconds West, as measured along the West line of said Parcel Map No. 387.

Prepared by:

Jesse N. Buffington, LS 9339

Description Dated: 2/17/2022

Description Signed: 

RESOLUTION 2022 – 24

A RESOLUTION RATIFYING PURCHASE AND SALE AGREEMENT TO ACQUIRE REAL PROPERTY AND DIRECTION TO GENERAL MANAGER

WHEREAS, the McKinleyville Community Services District (“MCSD”) seeks to acquire additional real property adjacent to its existing Hewitt Tank Site Location (situated on Humboldt County Assessor’s Parcel (“APN”) 509-021-046 along Cochran Road in McKinleyville, California, the area to be acquired being a portion of APN 509-021-045, for the purpose of constructing a new water storage tank; and

WHEREAS, the Board of Directors, as the governing body of the District, has directed its General Manager (Pat Kaspari) to negotiate a purchase and sale agreement to acquire a portion of APN 509-021-045 to construct a new water storage tank; and

WHEREAS, in anticipation of the potential real property purchase MCSD has evaluated the site and new tank construction project under the California Environmental Quality Act (“CEQA”), and issued and filed a Notice of Determination pursuant to California Public Resources Code § 21152 (“NOD”) and recorded said NOD in the official records of Humboldt County, California as Instrument No. 12-2022-020 on February 4, 2022; and

WHEREAS, the owner of the portion of APN 509-021-045 has entered and executed that certain written Purchase and Sale Agreement dated July 6, 2022; and

WHEREAS, the owner of the portion of APN 509-021-045 has entered and executed that certain written Purchase and Sale Agreement dated July 6, 2022 (the “Purchase Agreement”); and

WHEREAS, the Purchase Agreement requires MCSD to inspect the real property and the condition of title, and procure a survey of the area of real property to be acquired, among other tasks; and

WHEREAS, District staff seeks ratification of the Purchase Agreement and direction and the authority from the Board to perform the tasks outlined in the Purchase Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the McKinleyville Community Services District hereby resolves and directs as follows: (a) The July 6, 2022 Purchase Agreement is hereby ratified and execution by the MCSD General Manager adopted; (b) the MCSD General Manager and supporting staff are directed to complete inspections and the survey under the Purchase Agreement, and report, as necessary, to the Board; (c) The MCSD General Manager is granted the authority to give written notice and/or execute any and all documents as are reasonably necessary to effectuate the purpose and intent of the Purchase Agreement and full MCSD obligations therein.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on August 3, 2022 by the following polled vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

David R. Couch, Board President

Attest:

April Sousa, MMC, Board Secretary

McKinleyville Community Services District

BOARD OF DIRECTORS

August 3, 2022

TYPE OF ITEM: **INFORMATIONAL**

ITEM: E.7 **Review and Discuss Annual Board Self-Evaluation**

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

TYPE OF ACTION: **None**

Recommendation:

Staff recommends that the Board review the information presented (process, desired outcomes, and overall compilation of data), open for public comment, and discuss the results of the 2022 Board Self-Evaluation.

Discussion:

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

Members of the Board completed the approved self-evaluation questionnaire, consisting of several open-ended questions. The results have been compiled for the number of Board Members that completed the forms (**Attachment 1**).

Alternatives:

Take No Action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Summary of Board Self-Evaluation Worksheets

McKinleyville Community Services District
Board of Directors Self-Evaluation Worksheet

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

1. Please briefly describe your understanding the vision and mission of the McKinleyville Community Services District?

"...to provide McKinleyville with safe and reliable water, wastewater, lighting, open space, parks and recreation, and library services in an environmentally and fiscally responsible manner" can only be interpreted one way. Guarding against mission creep will help safeguard our effectiveness here.

To help guide and protect the environmental and fiscal responsibilities of the District's wastewater, sewer, streetlights, water, and recreational projects to serve the ratepayers justly.

To provide our mandated services in an environmentally sound and \$wise manner.

While I believe the mission statement for MCSD is wordy and cumbersome, MCSD's authority is water, sewer, streetlights, parks and recreation.

Think the updated mission is good.

2. Over the last year, in what ways have you supported the vision and mission of MCSD?

As a member of the Board, I've participated in decision-making in order to serve the community well as a whole. I do my research quite thoroughly, learning about the issues at hand. I've then used that knowledge to confidently support (or not) items that come before us with a firm resolve to uphold the mission/vision of the District. That is precisely what I was elected to do, and I hold that trust seriously.

I have attended the assigned board meetings, read the packets, and prepared.

Board & Committee attendance, chamber, BOS, Planning Commission participation, outreach to County Department heads and other elected officials.

Through my support of staff, the board and adherence to existing policies and establishing new policies to assist staff in the execution of their duties to provide our customer base with outstanding service.

Just have done normal board duties.

3. **In what ways do you think the Board or Staff could better support the vision and mission of MCSD?**

I currently think that both the Board and Staff are doing all they can do to support the vision and mission. Transparency and accountability are key, and I see this happening.

I don't think they could better support. People are very knowledgeable and truly care about the best interests of the District.

Legislative advocacy on all levels.

I think staff and the board are doing an excellent job at this time, I do believe we should continue to remain nimble to allow evolution as situations change.

All good.

4. **Do you feel you have a good working relationship with the other Board members? Explain.**

Sure. Although we have diverse backgrounds, we all have good common sense and respect our mutual commitment to the job that we are entrusted to. Personally, I don't interact with fellow board members much outside of the realm of District business; when we are in session, I can work with them all to a good result.

Yes

Yes. Work hard to do our job and give leeway for differing opinion.

Absolutely, I feel the board relies on my many years of experience and my strategic and tactical sensibilities. I also rely on the four other board members to bring their own experiences and ways of seeing problems and forming solutions as ways to solve problems as they arise.

Yes

5. **Do you have any suggestions for improving the working relationship with the other Board members?**

Other than getting together socially and learning more about one another, no. Of course, that would have to be done on a one-on-one basis, as to not give a public perception of

the possibility of a Brown Act violation.

No.

Keep our mission and community as our focus.

Not at this time, I feel we are quite cohesive.

No.

6. Do feel you have a good working relationship with the General Manager? Explain.

Yes. GM Kaspari has always been very responsive to my questions and needs. He is knowledgeable, respectful, and professional. His communication skills drive my opinion the most; he is always quick to answer emails that may or may not be timely...and if he doesn't have an answer for me, he knows who to ask.

Yes. He's approachable, responsive, dependable and follows through on promises which means he's easy to talk to and trust.

Yes. Our GM listens, give great advice, and is totally on top of his job – makes relationship a breeze.

I absolutely do, Pat is responsive, thoughtful, has an excellent grasp on the districts business and cares deeply for our staff.

The relationship with GM is good. Have a preboard meeting review of agenda with Pat which is new, and I really like it.

7. Do have any suggestions for improving the working relationship between the General Manager and the Board?

No, I think that he does just fine. The weekly Board updates that he has recently started publishing certainly helps.

No.

One on One meets.

Not at this time.

No.

8. What are MCSD's major programs and services that you would like to know more about?

I am most interested in knowing more about the infrastructure related to water delivery and wastewater removal and treatment, from the Ranney wells in the Mad River, to ratepayer usage, and back to the river or ocean. The complete cycle. I'm particularly intrigued by the geographical physics involved in the movement of the product.

None. I think the staff does a thorough job at describing what programs they are working on in their reports.

Our continuing infrastructure maintenance and needs.

Anything I have questions about I ask.

Unanswered.

9. Do you follow trends and important developments in industries and services that MCSD provides? If yes, please give examples. If no, what would help you to do more in this area?

I try to follow what I read on the CSDA website, as well as some trade publications such as WWD. This year, I've learned an awful lot about solar microgrids and battery backup systems.

Unanswered.

Yes, going to conferences and trainings, talking to other districts and industry professionals, reading trade journals.

Absolutely and have for a few decades. Examples include water and wastewater regulations; legislation that drives those regulations, legislation that affects labor contract and HR; Proposition 218, Streetlight and Landscaping Act; business trends, financing and debt.

Work in same industry so quite familiar.

10. Do you understand MCSD's financial statements? What would help you with this?

I have a basic working knowledge of District finances and am learning more as items that relate to it pass through the Board. Finance Day at the Special District Leadership

Academy was of special interest to me, and by paying rapt attention, I gained yet more insight. Director Trask answers questions simply and completely; I have yet to ask Director Alvarado anything.

I understand just enough

a. For the most part, yes. b. continue to ask questions.

Yes.

Yes. Has taken a few years but comfortable now.

11. Do you feel that the District and Board act knowledgeably and prudently when making recommendations about MCSD finances and financial policies in consideration of the District as a whole?

Yes, I do. Recommendations and policy are well thought out and prudent, to the best of my limited but increasing awareness.

One hundred percent.

Yes

Yes

Yes

12. In what ways do you prepare for and participate at Board/Committee meetings as well as other MCSD events?

I fully read the board packet, ask questions of staff if something isn't clear, and do outside research on my own if applicable.

Read the packet a couple of times. Talk with the General Manager to discuss items.

Study our packets, ask questions, bring suggestion forward, talk to the community.

Review agendas and board packets, prepare a statement if it is appropriate and clear my mind to give my utmost while engaged.

Read all materials prior to meetings.

13. What skills do you possess that you would be willing to volunteer to further the MCSD vision and mission?

I'm very accessible to the public via social media, and people trust me to give complete and accurate answers to their questions. Since I do my homework, I'm generally able to address generic concerns or comments.

I have been volunteering my time by facilitating regular human-interest media pieces to help connect the community to the District.

My desire to serve.

I will do whatever is necessary, if I don't know it I will learn it.

DNA

14. Do you complete assignments and responsibilities assigned to you in a responsible and timely manner? If no, what can assist you in this?

Yes. I very much operate by schedule, both calendar and clock. I very rarely am late for anything.

Yes.

Yes, except when things slip by me.

Most of the time. When I don't meet my obligations in a timely manner it is due to a gap in my performance.

My current job takes priority sometimes but other than that try to be current in tasks.

15. How often do you take advantage of opportunities to enhance the MCSD public image by periodically speaking to others about the work of the District?

Very frequently. I take the initiative to promote trending projects such as the Community Forest, the BMX track, the Mad River Floodplain, and other work that the District is involved in. When one speaks highly of developing infrastructure, it tends to instill confidence.

Once in a while, yes.

24/7

At every opportunity

Yes.

16. Do you have additional ideas for programs or outreach to enhance MCSD's public image?

The most cost-effective method would be to use Facebook/Instagram to better promote District transparency by promoting content such as cost savings that District staff has identified for each month, information relating to the 4.5M gallon tank plan, the water/sewer mainline plan, and especially our recreational opportunities and projects.

Not at this time.

I have noticed we are utilizing social media but don't see much the local TV news and newspapers. I also think our website could use being updated more frequently.

No.

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

Offset of negative public opinion regarding ratepayer cost increases following our rate study and the subsequent higher bills. Effectively promoting District activity and what is being done to keep these costs down as much as possible would have a mitigating effect at least for community members who educate themselves, as opposed to maintaining preconceptions.

I think the District can't do enough to connect with the public to educate them about the role the District plays in enhancing quality of life in McKinleyville. Like any relationship, it takes repetition and time to establish and will be important when voting on various things in the future.

Regulating uncertainty, loss of revenue, rate structure for P&R, \$\$ for management of Community Forest, continuing PR and outreach to the community.

The economy is in abysmal shape and looks to be trending worse. I know we are close to a 218 process to adjust rates, capacity charges and perhaps a property tax measure for more parks revenue. These things will have to be handled carefully so we continue to have adequate cash flow to operate and fund our reserves.

No new challenges except maybe costs of doing business and how that will affect rates.

Not applicable

Exhibits/Attachments:

- Attachment 1 – Proposed 2023 MCSD Regular Board Meeting Schedule

2023 MCSD Board Meetings

First Wednesdays of the month for year 2022. Meetings are planned to take place in person with a zoom option for the public.

DATE	LOCATION
January 4, 2023*	Azalea Hall
February 1, 2023	Azalea Hall
March 1, 2023	Azalea Hall
April 5, 2023	Azalea Hall
May 3, 2023	Azalea Hall
June 7, 2023	Azalea Hall
July 5, 2023**	Azalea Hall
August 2, 2023	Azalea Hall
September 6, 2023	Azalea Hall
October 4, 2023	Azalea Hall
November 1, 2023	Azalea Hall
December 6, 2023	Azalea Hall

* With January 4, 2023 being so close to the multitude of holidays, this meeting might be moved to January 11, 2023 or omitted and items consolidated with the February Board Meeting.

** With July 5, 2023 being so close to the holiday, this meeting might be omitted and items consolidated with the August Board meeting or moved to the following Wednesday – July 12, 2023.

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McKinleyville Community Services District

BOARD OF DIRECTORS

August 3, 2022

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.A **Support Services – June - August 2022 Report**

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

TYPE OF ACTION: **None**

FINANCIAL, AUDIT, & BUDGET INFORMATION

The District has \$1,383,857 to date in the Trust Account for the next Biosolids Disposal project. This does not include the total of \$780,223 that had been spent on this project the FY2021-2022 fiscal year.

Customer adjustments at June month-end total \$50,920. While this amount still exceeds the annual \$42,000 budget for this sub-item due to a substantial number of COVID-related amortizations, significant payments received reduced June's total below May's. (GL# 501/551-62120)

Total Board Travel as of June 30, 2022 is \$14,579 which is 83% of the approved FY2021-2022 \$17,500 budget for this item. (GL# 001/005/501/551 62090/62155-888)

Audit/Budget Update:

The Audit & Finance Committee met on July 22nd to discuss the potential benefits of establishing a Section 115 Trust. A Section 115 Trust is a special account in which funds are deposited and invested for the sole purpose of funding pension and other post-employment benefits (OPEB) liabilities. Staff is working on a comprehensive strategy for the District's reserve funds which will include recommending the authorization of a Section 115 Trust and investment options for funds moved into CA CLASS.

Treasurer's Report Highlights:

Fund balances as of June 30th for County trust accounts have been requested from Humboldt County. June tax receipts will be posted as part of the year-end process.

Disbursement Report

The final several pages of the Treasurer's Report are a listing of all the District's check payments for a given month. This Cash Disbursement Report provides transparency and public disclosure for the expenditure of District funds. While all checks and vendor

payments are listed, some information is redacted out of the report. Both law and ethics require that the District keep certain information confidential. Customer names and other customer identifying information are removed from refund checks which are run through the AP system. Likewise, payroll amounts paid to specific employees are summarized, rather than listed individually. Total salary information is disclosed to the public as required by law on the State Controller's Office website each year for each District employment position.

OTHER UPDATES

Staff has been working to remove old outstanding checks from the District's books. When possible, staff has attempted to contact the persons and/or companies these checks were made payable to. When staff has been able to make contact, checks have been voided and reissued. For checks in which the persons and/or companies cannot be located staff has begun the statutory process of public notice. A list of outstanding checks will be published in the Mad River Union over the next two weeks. If the checks continue to go unclaimed, they will be voided and redeposited into the General (Parks) Fund.

The Audit & Finance Committee will meet again on August 2nd to meet with Fedak & Brown, the District's external auditor, to review the timeline of the deliverables for the FY2021-2022 audit.

Attachments – Audit & Finance Committee Notes 7-22-2022

Friday, July 22, 2022
3 p.m.
Audit and Finance Meeting
NOTES

Members Present: David Couch, Greg Orsini
Staff Present: Nicole Alvarado, April Sousa
Guests Present: Jasper Jacobs, CalPERS Prefunding Programs

Meeting Called to Order at 3:05 p.m.

Public Comment

- None

Section 115 Trust – Review Purpose of a Trust and Potential Benefits

Jasper Jacobs from CalPERS gave an overview of the trust

- District currently has savings accounts for liabilities but does not meet the unfunded liabilities.
- Section 115 Trust allows district to put money from savings into investment account and get potentially better returns.
- Market is not in a good position right now
- Once money is deposited into the trust for this purpose, can only use it for that purpose. Liquidity of the trust was discussed.
- Unfunded accrued liabilities (UAL) – two-year lag on current UAL
- Two programs – CERBT (short term – secondary trust) is designated for other post-employments benefit liabilities and CEPPT is designated for pension liabilities (long term – primary trust)
- Because it is a trust, there must be ins and out of money – when money is put in, must also have money go out.
- Can start Section 115 Trust and just put the amount that would be the payment in, and then use for the payment to CalPERS

Plan moving forward was discussed: The committee will meet again regarding CalCLASS to discuss what will get invested there and marry that with information from the Section 115 Trust. In Fall 2022, a comprehensive strategy will be brought to the Board for consideration.

This was an information only item.

Adjourn – 3:55 p.m.

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McKinleyville Community Services District

BOARD OF DIRECTORS

August 3, 2022

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.B **Operations Department – June / July 2022 Report**

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

TYPE OF ACTION: **None**

Water Department:

Water Statistics:

The district pumped 43.3 million gallons of water in June. Five 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 and retests were conducted in June. Customers with failed DCV's were notified to make repairs and call the office to schedule a retest.

Average and Maximum Water Usage:

The maximum water usage day was 1.9 million gallons and the average usage per day was 1.4 million gallons.

Water Distribution Maintenance:

Weekly Bacteria Samples were collected on Schedules 1, 2, 5, and 6 which represent different locations in the water distribution system. The schedules are made up of a sample taken in each pressure zone. A new water service was installed on Eucalyptus for a new construction. Another new water service was installed on Bella Vista for new construction. A water service line leak was repaired on 2nd Road, another one on School Road, along with another repair on Central Avenue. These were due to poor backfill. A water service line was replaced at City Center Road due to leaking pipe that was too fragile to repair. Several trouble meters were repaired due to not communicating with the tablet during the radio read.

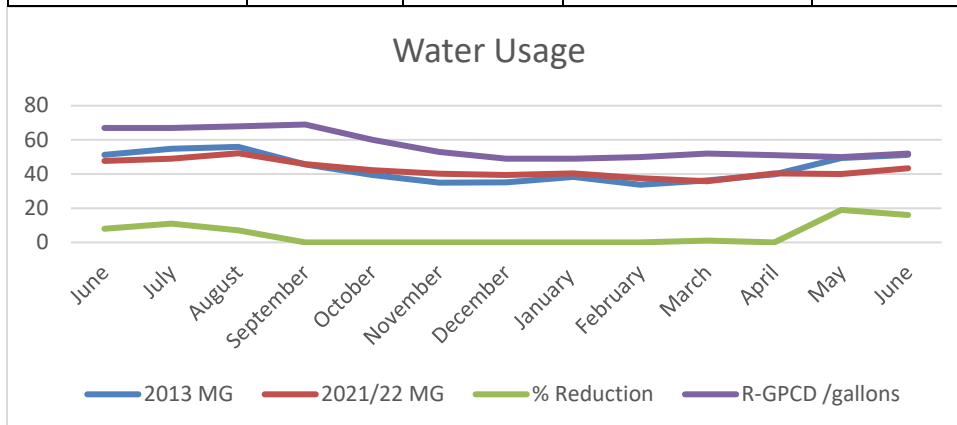
Water Station Maintenance:

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. String trimming and mowing was completed at the Norton and Cochran Tank site. A new fan was installed on the Pump 1 VFD due to failure and causing it to trip from the heat sensor reading high heat. The Cochran 1 MG tank painting project has started as of July 25th and will continue for approximately 60 days. After the tank was drained, staff inspected the interior and was very pleased with the tank condition, as it's a reflection of maintaining the cathodic protection. Staff was also impressed with how

minor the silt build up was on the floor of the tank, which is a testament to our high water quality.

As of July 2014, the District is required to submit a Public Water Monthly Monitoring Report to compare water usage to last year's usage in the same month. I will keep the Board updated each month using the Table below.

	2013 (MG)	2021/22 (MG)	% Reduction	R-GPCD
June	51.337	47.654	8	67
July	54.757	49.099	11	67
August	55.908	52.171	7	68
September	45.702	45.874	(-1)	69
October	39.439	42.216	(-7)	60
November	34.879	40.116	(-15)	53
December	35.203	39.371	(-11)	49
January	38.241	40.314	(-6)	49
February	33.751	37.674	(-11)	50
March	36.244	35.798	1	52
April	39.755	36.072	10	49
May	49.407	40.019	19	50
June	51.337	43.312	16	52



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: Plans have been reviewed and finalized. Contractor has started installing Sewer mains and manholes per MCSD Specifications. Inspections have been taking place multiple times per day.

Sewer Department:**WasteWater Statistics:**

25. million gallons of wastewater were collected and pumped to the WWMF. 26.4 million gallons of wastewater were treated and discharged to land disposal or reclamation in June.

Sewer Station Maintenance:

Monthly inspections and daily routines were conducted on all sewer stations. Repairs were made to the Letz surge tank pressure gauge due to operational issues. It was found that the pressure gauge was not reading accurately which then turned into the surge tank not operating at optimal performance. Staff removed the gauge and inlets to the tank and found them partially clogged with rags. Rags were removed and the pressure gauge and tank are working efficiently. String trimming and mowing as conducted at the Fischer station. B street pump hours were found to be higher than normal during the daily SCADA observation of the system health. The pump was opened, rags removed and placed back into operation.

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. The quarterly hydro-cleaning was completed on approximately 15,000 feet of sewer main. This is done to prevent grease and rag build- up which could result in a sewer spill. The hydro-cleaning is performed by using a spinning nozzle at 3000 psi thru a 600 foot hose on the Vac-Con. Customers are notified in advanced. String trimming and mowing was completed at the Goldfinch easement.

Wastewater Management Facility:

Daily and weekly maintenance continues at the treatment plant to perform required service on the equipment. Staff has been working on painting the generator along with miscellaneous piping and valves. This involves sanding down the rust, treating it with Ospho, taping the surrounding areas and painting.. Staff completed the annual rebuild of the CL2 and SO2 vacuum regulators. This is done to replace corroded gaskets and prevent chemical releases. We are going to offer a public tour at the WWMF on August 13th

Daily Irrigation and Observation of Reclamation Sites:

Discharge has been going to land since May 13th. Fischer and Pjalorsi ranch fields were mowed. String trimming and mowing was completed along the Fischer Ranch fence line.

Street Light Department:

There were no streetlight complaints in June. Staff has completed the photo-cell replacement on each streetlight as part of the 10 year replacement plan.

Promote Staff Training and Advancement:

Weekly tailgate meetings and training associated with job requirements. Staff received training on Gate Valve Safety, Trenching Safety and Facing Stress.

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 meetings and follow up inspections.

Conducted interviews for the Maintenance position job opening.

Responded to Engineering question regarding the Central Avenue pipe replacement.

Attended the Mad River reclamation project meeting

Uploaded wastewater Arrearages on website portal.

Communicating with Osmose to get a revised quote for 2022 pole inspections.

Met with Engineers to discuss the recycled water grant irrigation concept.

GIS:**Plans and Programs**

- Review of the Hearing Conservation Program
 - No changes made
- Began Annual Review of the CalARP Program
 - No changes made at this time

Maps Completed/General GIS

- Mark and Locate Water facilities Kjer Rd.
- Completed several edits to the Online Facilities map
 - Laterals, meters, and misc. facilities.
 - Published updated map
- Researched MCSD Right of Ways and Easements, began Inputting Easements and ROW's into the GIS.
- Updated Street Lights map
 - Looking into and preparing street light zone information for DocStaring.
- GPS'd Pialorsi irrigation heads, valves and lines.
 - Added to the map.
- GPS'd and Input newly installed water/sewer services into the GIS.

Misc. Work Completed

- Cochran Water tank draining.
 - Monitored the tank level, the field and Quail Run ditch to ensure no flooding.
- Service Orders
- USA's
- Prepared Kohler Generator for sale
- Attended TAC meeting
- Operations document filing
- Posted documents onto website
- Doc Star search

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McKinleyville Community Services District

BOARD OF DIRECTORS

August 3, 2022

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.C **Parks & Recreation Director's Report for July 2022**

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 is open Monday- Friday 12:00pm-6:00pm. 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 25-30 teens per day.

BGCR is planning a couple Drive-Thru Dinners and an Art Show at the McKinleyville Teen Center this fall and winter as fundraisers for the McKinleyville site.

PARK AND RECREATION COMMITTEE:

The Park and Recreation Committee (PARC) met via Zoom on July 21, 2022. The notes from the meeting can be reviewed in **Attachment 1**.

COMMUNITY FOREST UPDATES:

District staff and MCF committee members met with Green Diamond Resource Co. (GDRC) staff on July 19th to visit the upper Murray Rd access point and walk potential access points at the end of 1st Rd. and E. Cochran.

At the Murray Rd. access point GDRC staff requested that MCSD identify the size and scope of the desired parking area so that the property lines and legal descriptions could be developed to accommodate the needs for parking and access at that location. Walking the access points at 1st Rd. and E. Cochran staff discussed feasibility and constraints of road and parking development. The MCF committee will meet on August 3rd to discuss next steps.

RECREATION PROGRAM UPDATES

- Drop-in Pickleball is running on Friday evenings 6:30pm-8:30pm. \$4 per person
- 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 8-12 people per class.
- The two sessions of Tot-letics T-ball started July 9th are full.
- Kids Camp Summer Day Camp started on June 20th and will run for 9 weeks of summer through August 19th. The program is serving 20-25 youth per day.
- Summer Basketball for 7th-9th graders started on June 29th with full enrollment.

- Staff was recently hired for the re-opening of Sunday Night drop-in Basketball. The program re-started on Sunday, July 17th.
- Adult Softball League starts July 31st.

PARK & FACILITY MAINTENANCE UPDATES:

Swings were replaced in Pierson and Hiller Parks. Landscaping in parks and Open Space Zones is growing non-stop. Parks Crew is busy with landscape maintenance. An additional landscape crew from Developed Employment Services has been contracted to help with open space maintenance 8 hours a week from June through August. The Parks crew and NHES continue the routine schedule for maintenance on Central Ave. landscaping. New Directions has not been able to keep up with the maintenance of the Botanical Garden at Hiller Park and has terminated the maintenance agreement. Staff continues to keep up with daily/weekly routine facility and vehicle maintenance. Monthly inspections were conducted on all facilities and Open Spaces.

Two trees fell down at Hiller Park in June, one causing damage to the fence behind the Hiller Park restrooms. The fence is slated for repair within the next month.

Fire Sprinkler 5-year inspections were completed at Azalea Hall, Library, Activity Center and Teen Center.

Staff is getting quotes for interior renovations at Azalea Hall as 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 in June through September. 20 Pierson Park rentals June through September. The Activity Center is hosting 8 rentals this month, mostly for end of year events for various schools. Pierson Park picnic areas are very busy this summer, with rentals every weekend in June, Music in the Park events on Thursdays through out the end of June and through July and August.

The Boys & Girls Club of the Redwoods Teen Club at the Teen & Community Center is averaging 18-21 youth per day. The kitchen at the teen center continues to be underutilized by vendors. We still do not have anyone on staff with skills or capacity to offer cooking classes.

OTHER UPDATES:

- Staff is preparing to re-start the Playgroup Program next month, beginning on August 25th. Playgroup will be offered Thursday's weekly from 10:00am-12:00pm. This program is grant funded through First 5 Humboldt.
- Staff completed Kitchen Manager Safety course in June as required for the operation of the commercial kitchen at the Teen Center.
- The McKinleyville Area Fund awarded \$3,574 to Parks & Rec for the purchase of replacement roller skates for the Activity Center. The skates have been ordered and should be received in 3 to 4 weeks.

- Staff drafted the 2022-23 MOU with the McKinleyville Union School District for the provision of program staff for MUSD's Extended Learning Program.
- 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 7-21-22

Thursday, July 21, 2022

6:30pm

Parks & Recreation Committee Meeting

NOTES

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

Members Absent: Charlie Caldwell, Phil Heidrick, Jane Fusek, Heidi Conzelmann

Guests: Martin Fusek, Ciara Torres

Meeting Notes:

Communications:

- None

Public Comment:

- None

Skatepark Collective Presentation

- Martin Fusek and Ciara Torres from the Humboldt Skatepark Collective-McKinleyville, presented a phase one development plan for the McKinleyville skatepark. The HSC-McKinleyville fund currently has \$120,000 and in talking with Evergreen Skateparks out of Portland OR, they believe that at least 5,000 square feet of the park can be developed with existing funds. (See **Attachment** for presentation).
- They would like to begin construction in February/March of 2023.
- Committee members voiced support for a phased development, agreeing that getting something built, even if it is just part of the planned park, will be beneficial and can help with fundraising for building future phases of the park
- Staff agreed with opinions of the committee and will be scheduling meetings with HSC and the MCSD General Manager for next steps.

Dept. Director Report:

- Committee did not have any comments or questions regarding the Parks & Recreation Director's written report of activities.

Community Forest Updates

- Staff reported on current status of the property acquisition process.
- Staff reported on recent walks of potential access points. Access points at Lime Ave. and Gwin Rd. are no longer being considered as viable options. Access points at the end of 1st Rd. and E. Cochran are still being considered.

BMX Track and Park Project:

- Staff provided an update on current status of this project and estimated timeline for the completion of design and construction
- John Kulstad asked about the estimated maintenance cost for the track and park.
 - Staff reported an estimate of \$8000 per year for the maintenance of the park and Jason Orlandi of the BMX community reported that track maintenance would be taken care of and covered by the BMX community.
- Laura Bridy asked about the revenue generation of the BMX track. Jason Orlandi explained how sanctioned races and recreation programs for BMX riders generates revenue.

Dog Park Fencing

- Staff presented the cost estimates for fencing a 6400 sq. ft. space at the dog park.
- John Kulstad commented that this is not the first time fencing at the dog park has come up. If it is something the District decides to move forward with, he believes it should be a designed project and not just merely a fence installed.
- Staff does not believe the voices of three community members necessarily constitutes sufficient interest in expending resources to develop such a project.
- Jeff Dunk suggested including questions related to dog park improvements on the next community survey for the upcoming Parks & Recreation Master Plan update.

Intermodal Transportation Committee (Hum. County) Report:

- No report

Report on Actions of the MCSD Board of Directors:

- Staff reported on recent actions of the MCSD Board of Directors at the June & July meeting of the Board regarding the approval of a renewed Right of Entry Agreement for the skatepark.

AdHoc Committee Reports:

- Skate Park— on Agenda
- Fisher Ranch Estuary project— Johnny Calkins reported on current trail work and boat ramp construction.
- BMX— See notes on above
- Community Garden—no report

Agenda Items for next meeting:

- Maintenance of the Community Garden and Botanical Garden
- Undeveloped park properties

Adjournment:

- Adjourned: approximately 7:57pm

Mckinleyville Skatepark PARC presentation:

Mckinleyville Skatepark has been in the works for more than 20 years, and it's time to make it a reality and provide local youth a place to practice their wheeled sports of choice.

We propose to start building the Mckinleyville Skatepark this winter by modifying current plans from Liquid Stone Designs. The current design is too ambitious to complete all at once. At 21,000sqft. it would be double the size of Arcata's park and will cost upwards of \$800k-\$1m. We propose to build a simple Phase 1 that will be roughly 5,000sqft with features that are approachable by all skill levels and connect seamlessly to future phases.

In Laytonville, a small unincorporated town in Mendocino County, Evergreen Skateparks out of Portland, OR designed and built a great little skatepark for just \$175k, from plans to finish. I have been in contact with Evergreen and was pleased to hear that they are willing to work with us on any budget, meeting us where we are to design a project that makes sense for the community and is within our means.

In my discussions with Evergreen (see attached email), they provided a 5000 sqft possible Phase 1 that could be built in February/March of 2023 for less than \$200k. They can possibly get started earlier, but with a \$10k deposit paid by Mckinleyville Skatepark by the end of July, they can guarantee a February/March ground breaking. See attached: https://docs.google.com/document/d/1MkJgSian_sLyJU7Ik_K3NurIcWJSzwGY/edit?usp=sharing&oid=114801240419679715629&rtpof=true&sd=true

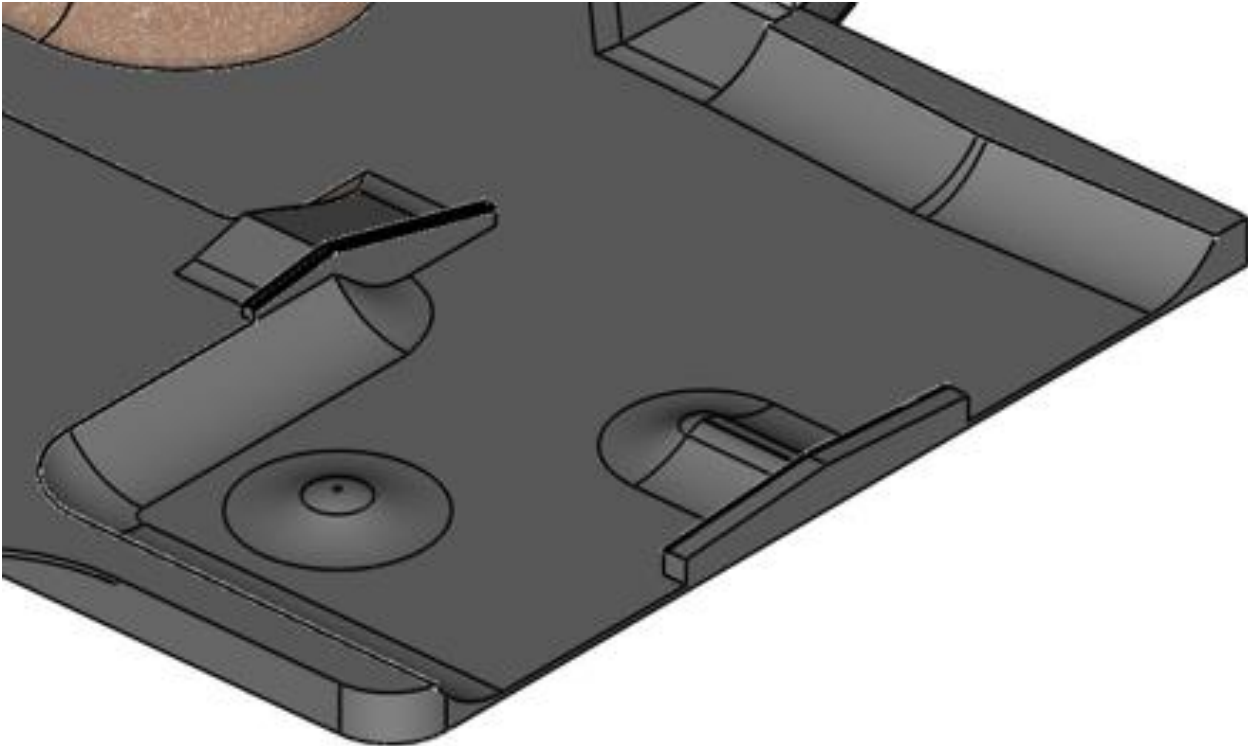
There is momentum behind building a concrete skatepark in Mckinleyville. The skateparks in Eureka and Arcata are full every day it's not raining, and the Mckinleyville Skatepark will be no different. Skateboarding is more popular today than it ever has been, and we are depriving Mckinleyville youth of fully participating in this fast growing sport by not providing them a safe place to practice and improve.

The sooner we have a concrete park, the better.

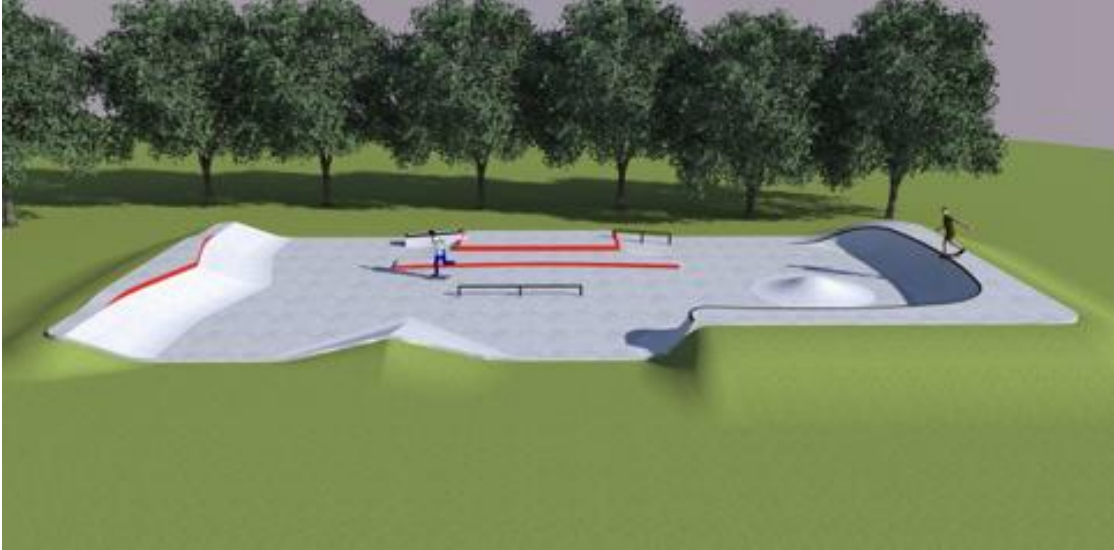
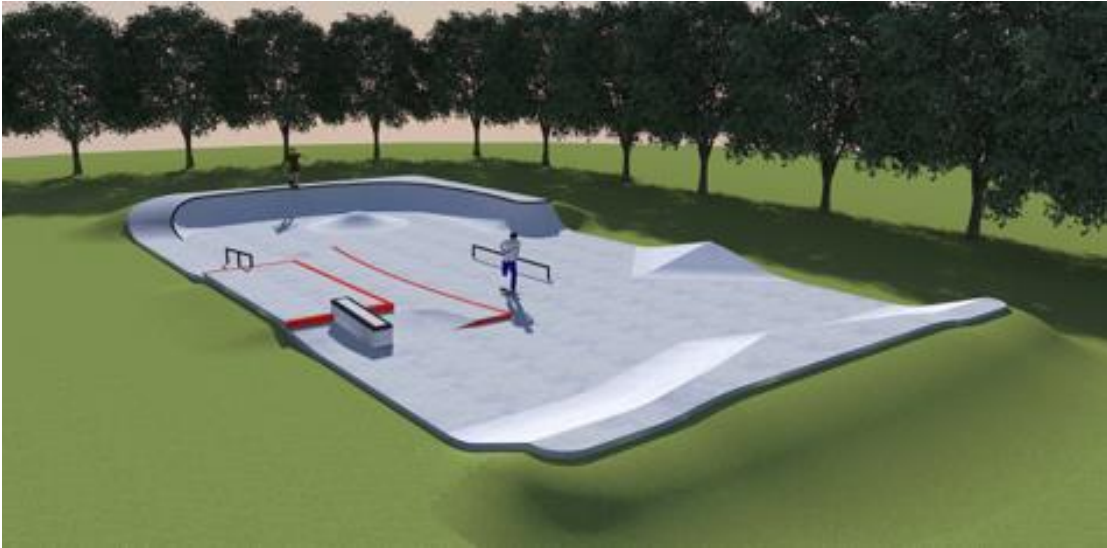
Current Liquid Stone Designs Full Park:



Proposed Phase 1 section:



Possible Phase 1 Evergreen Skateparks:





Martin Fusek <tvisawaste@gmail.com>

Mckinleyville Skatepark Reboot

Richie Conklin <richie@evergreenskateparks.com>
To: Martin Fusek <tvisawaste@gmail.com>

Wed, Jun 15, 2022 at 6:26 PM

Good chatting yesterday, as we talked about, We have a time slot available in February or March of 2023 penciled in for the Mckinleyville skatepark. If we can lock in a deposit before the end of July we will get our mobilization planned and get started on the refined design for phase 1.

[Quoted text hidden]

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McKinleyville Community Services District

BOARD OF DIRECTORS

August 3, 2022

TYPE OF ITEM: **INFORMATIONAL**

ITEM: F.3.D **General Manager’s Report for August 3, 2022 Meeting**

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

TYPE OF ACTION: **Information Only**

A summary of activity for the month of July 2022

Cost Savings Related to District Activities – The following is a review of some of the recent cost savings opportunities District staff identified for the month:

• Use of NHE Services =	\$2,665
• CSW =	\$0
• SWAP =	\$3,840
• Volunteer Pickleball Labor =	\$188
• Staples Cost Savings =	\$175
• AT&T Cost Savings =	\$1,250
• Replace Photocells =	\$2,700
• Replace Blake Check Valve =	\$180
• Replace VFD Fan NB P1 =	\$906
• Install WWMF Combo Box Lid Hinges =	\$480
• <u>Repair WWMF CL2 Analyzer =</u>	<u>\$180</u>
TOTAL COST SAVINGS FOR JULY =	\$12,564

For the District’s 2022/23 Fiscal Year, Staff was responsible for \$12,564 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.

COVID-19 – Unfortunately the District continues to have people testing positive for Covid and I’m sure it will eventually work its way completely through Staff. Cases generally don’t appear to be originated at our facilities. This indicates that our procedures are working as well as we can control them. We have been purchasing additional at home test kits to allow Staff to monitor their health if they are exposed or begin to feel symptoms.

As previously reported, the District received a check for \$47,746.22 for water arrearages and \$26,426.53 for wastewater arrearages from the California Water and Wastewater Arrearage Payment Program administered by the State Water Resources Control Board (SWRCB). The

District has applied the funds to delinquent customer's accounts as credits and sent letters to all these customers letting them know that we have applied this credit to their account. We also submitted the necessary reports to the SWRCB documenting our expenditure of those funds.

At this Board Meeting (and for the foreseeable future) we are once again reconfirming the resolution to conform to the requirements of AB361 for remote meetings.

4.5 Gallon Water Tank Project – The District continues work on this project with Kennedy Jenks (KJ) and their subconsultants. KJ currently shows the 60% design submittal on August 9th and the design being completed in January 2023, bidding and awarding the bid in February/March 2023, and construction starting in May 2023 and completion in May 2024.

As previously reported, the District has been working on the purchase from American Hospital Management Corp. (AHMC) for six years. We finally received signatures on the Purchase Agreement on July 6th. The Purchase Agreement will be ratified with the Board at this August 3rd Board Meeting, per the recommendation of District Legal Counsel. Escrow was opened with Nikki Slater, Fidelity National Title on July 13th. It is a 90-day escrow and will close on October 4, 2022, assuming no issues are identified. Staff has performed a site inspection, and have had discussions with Mr. Shaw, AHMC's representative. We have also been in discussions with the animal rescue organization that had animals on the property and the District may take over responsibility of some of their goats and pigs. So far escrow is proceeding well. As discussed at the July 6th Board Meeting, we have put on hold our work with Legal Counsel Michael Colantuono concerning acquiring the property through the eminent domain process.

Water and Sewer Mainline Master Plan Phase 3c – GHD is moving forward with the preparation of the design of a new 16-inch waterline and CIPP lining for the existing sewer line and are scheduled to submit the 60% drawings on July 29, 2022. The intent is still to complete the design and permitting in 2022 and bid the project at the end of 2022 for construction in 2023. \$2M in the water bond sales and \$2M in the wastewater bond sales will fund this project.

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 solar portion was then taken back off-line to allow for punchlist items to be corrected. The battery portion of the system still needs to be 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 has been submitted to them. We are now waiting for their review of the battery design. Once they approve the application, we will turn right around and have them inspect the battery portion. Upon that approval, the entire microgrid will then be operational, however that could take as long as November or December, depending how long it takes for PG&E review and approval.

Mad River Restoration Project – CalTrout and their engineers have awarded the construction contract to the low bidder, Kernan Construction. CalTrout is working with them to get them under contract. The available grant funding is \$1M, so there should be enough contingency to complete the entire construction. Construction is scheduled to start on August 15th and will extend through October 15, 2022. The District has also been working with Chris Turner, a local restoration contractor, to build a river access point with the funds from the Habitat Conservation Grant the District obtained. Mr. Turner has completed constructing of the gravel trail portion of the project and a river access point. It looks very good. District Staff have submitted the final closeout documents for the Habitat Construction Grant and should get reimbursed for all the work Mr. Turner completed.

Sewer Undercrossing Project – We still have not been notified whether FEMA has 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. We had updated the Benefit Cost Analysis (BCA) when we submitted the request for additional funding. We have heard back from CalOES that they have approved the updated BCA and submitted it with the final funding request to FEMA in November 2021. We have also heard from CalOES that the NEPA process review has been started by FEMA and have received one project notification from FEMA that we were required to (and have) posted. We have yet to hear any schedule for the completion of NEPA.

Office Remodel – The District has released a Request for Qualifications for an Architect/Engineer to prepare design drawings and a bid package for the remodel of the District office. The Statement of Qualifications were due June 3, 2022, and we received three SOQ's back in response to the request. The Review Committee evaluated the SOQ's and selected LDA Partners as the most responsive and responsible. They are also the Architectural firm that designed the Teen Center. Staff will negotiate a contract with LDA and bring it to the Board in August. We hope to get a final bid package developed by Spring 2023 to potentially include costs for construction in the 2023/24 or 2024/25 Fiscal Years budgets.

Reporting by Sheriff's office, County Public Work – A regular meeting has been scheduled with President Couch, 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. This month, MMAC Chair Bonnie Oliver was traveling and we did not meet.

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.

A new Hazard Mitigation Grant was submitted for the upgrade of the Fischer Sewer Lift station on April 6th 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 it will likely be approved and submitted to FEMA, but we don't know that for a fact yet.

The Department of Water Resources also release the grant application for Phase 2 of the Prop. 1 funding. The grants are to fund drought related projects. We are considering submitting applications for the matching funds owed on the 4.5 MG Tank, McCluski Tanks. Grants are due August 19, 2022 and/or February 1, 2023 and there is \$26.5M available in funding for the Northcoast Region. These grants will run through the North Coast Resource Partnership.

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. We have begun 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 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 July included a meeting with Willdan on the Rate Study, meetings with Green Diamond to discuss the Community Forest access sites, a meeting with Humboldt Trails Council on the purchase of a Flail Mower, several Microgrid construction meetings, design meetings for the Central Avenue Water & Sewer replacement project, several Mad River Restoration project design meetings and the oversight on the gravel trail construction on the Mad River Bluff, meetings on the BMX Park development in response to the RFQ for professional design services, several Rotary meetings, meetings with Kennedy Jenks Engineers on the design of the 4.5MG Reservoir, and meetings on the Office Remodel scope and fee.

Attachments:

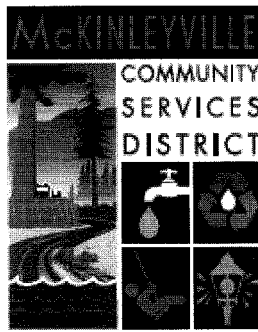
- Attachment 1 – WWMF Monthly Self-Monitoring Report

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) 839-5964

R.W.Q.C.B. NORTH COAST REGION
5550 SKYLANE BLVD., SUITE A
SANTA ROSA, CA 95403

July 26, 2022

RE: MONTHLY MONITORING REPORT

Dear Justin:

Enclosed is the Monthly Monitoring Report for June 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 30 days going to 004. The required monitoring and water quality constituents that were tested and reported was in compliance in June.

Effluent Limitations Parameters	Units	Average Monthly	Average Weekly	Avg. % Removal	Max Daily	Instant Max	Instant Min	Results
Monitoring Location EFF- 001								
BOD	mg/L	30	45	>85				Compliance
TSS	Mg/L	30	45	>85				Compliance
PH	s.u.					6.5	8.5	Compliance
Settleable Solids	ml/L	0.1			0.2			Compliance
Chlorine Total Residual	mg/L	0.1			0.2			Compliance
Carbon Tetrachloride	ug/L	.25			.75			Compliance
Ammonia Impact Ratio	mg/L	1.0			1.0			Compliance
Dichlorobromomethane	ug/L	.56			1.4			Compliance
Monitoring Location LND-001, REC-001								
Nitrate		10						Compliance
PH		6.0- 9.0	6.0 – 9.0					Compliance

Total Coliform Organisms MPN/100 ml. The Monthly Median not to exceed MPN of 23 and the daily maximum not to exceed MPN of 240. The reported results for the month of June are as follows. Median was <1.8 and a Maximum of 4.5. Four samples were collected in the month of June and was in compliance.

Monthly River Monitoring was conducted in June.

McKINLEYVILLE COMMUNITY SERVICES DISTRICT WASTEWATER MANAGEMENT FACILITY MONITORING DATA

MONTH: June 2022

DATE	INFLUENT FLOW		EFFLUENT FLOW		EFFLUENT MONITORING		EFFLUENT MONITORING		EFFLUENT MONITORING		EFFLUENT MONITORING		EFFLUENT MONITORING		EFFLUENT MONITORING		EFFLUENT MONITORING						
	M.G.D.	M.G.D.	M.G.D.	M.G.D.	B.O.D. mg/L	TSS mg/L	PH	TEMP (C)	CL ₂ RES. mg/L	CL ₂ RES. mg/L	RIVER CL ₂ RES.	RIVER CL ₂ RES.	SETTLABLE SOLIDS	TOTAL COLIFORM	TIME	PH	TEMP	D.O.	TIME	PH	TEMP	D.O.	
1	0.829	0.902	N/A	N/A			7.3	18.0			1.3	N/A			7:25	7.1	15.6	8.9	7:30	7.4	16.2	8.8	
2	0.801	0.907	N/A	N/A			7.4	18.0			1.3	N/A											
3	0.795	0.969	N/A	N/A	340	280	7.3	18.6	3.6	2.6	1.4	N/A	<0.1										
4	0.866	0.920	N/A	N/A			7.3	18.3			1.1	N/A											
5	0.968	0.830	N/A	N/A			7.2	18.6			1.2	N/A											
6	0.868	0.918	N/A	N/A			7.2	19.4			1.3	N/A		<1.8									
7	0.846	0.916	N/A	N/A			7.2	18.7			1.3	N/A			11:15	7.2	15.0	9.0	11:25	7.2	15.9	9.1	
8	0.843	0.903	N/A	N/A			6.9	19.2			1.1	N/A											
9	0.822	0.917	N/A	N/A			7.0	18.8			1.4	N/A											
10	0.809	0.910	N/A	N/A	370	380	7.3	20.0	5.6	5.6	1.0	N/A	<0.1										
11	0.831	0.839	N/A	N/A			7.1	20.3			1.3	N/A											
12	0.913	0.843	N/A	N/A			7.2	19.8			1.7	N/A											
13	0.855	0.921	N/A	N/A			7.0	19.1			1.1	N/A		<1.8									
14	0.837	0.908	N/A	N/A			7.1	18.3			1.1	N/A			11:30	7.0	16.4	11.0	11:40	7.1	16.9	10.7	
15	0.828	0.909	N/A	N/A			7.2	18.5			0.6	N/A											
16	0.825	0.902	N/A	N/A			7.4	18.8			1.9	N/A											
17	0.831	0.893	N/A	N/A	340	310	7.4	18.3	4.7	3.0	1.8	N/A	<0.1										
18	0.819	0.837	N/A	N/A			7.2	18.5			2.1	N/A											
19	0.844	0.830	N/A	N/A			7.3	18.9			1.6	N/A											
20	0.836	0.852	N/A	N/A			7.3	18.5			2.0	N/A		<1.8									
21	0.845	0.858	N/A	N/A			7.3	19.1			1.7	N/A											
22	0.832	0.875	N/A	N/A			7.3	19.5			1.9	N/A			11:37	6.6	18.9	9.6	11:25	6.6	20.4	8.8	
23	0.804	0.905	N/A	N/A			7.2	19.4			1.6	N/A											
24	0.786	0.863	N/A	N/A	370	340	7.2	19.3	4.8	3.6	1.1	N/A	<0.1										
25	0.782	0.791	N/A	N/A			7.3	19.5			0.6	N/A											
26	0.840	0.786	N/A	N/A			7.3	19.5			0.5	N/A											
27	0.832	0.865	N/A	N/A			7.3	19.6			0.9	N/A		4.5									
28	0.813	0.876	N/A	N/A			7.4	19.5			0.7	N/A											
29	0.795	0.929	N/A	N/A			7.4	19.3			3.3	N/A			15:10	7.1	19.2	10.1	15:20	7.3	20.6	9.8	
30	0.805	0.883	N/A	N/A			7.4	20.1			0.8	N/A											

MONTHLY TESTS EFF-001 DISCHARGE TO RIVER

Ammonia	Ammonia	Nitrite	Nitrate	Hardness	Phosphorus	Bic Phosphate	Carbon Tetrachloride	Chlorobromoforms	Dibromochloroforms	Turbidity % Increase
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

MONTHLY TESTS LND-001, REC-001 DISCHARGE TO PERC PONDS and LAND											
Specific Gravity	TSS	Ammonia	Nitrate Nitrite	Sulfate	Chloride	BORCH	FOR	Hardness	Ammonia	Turbidity	TSS
ND	240	1.10	0.47	ND	34	30	260	69	ND	1.7	130
								138	ND	66	161

MONTHLY RIVER RSW-001											
Date	ACUTE TOXICITY	Species	% Survival	Quarternly Tests	Value in ug/l	BOD	TSS	BOD	TSS	BOD	TSS
		Rainbow Trout	N/A		ND	mg/L	mg/L	% Removal	mg/L	% Removal	% Removal
					2.01	5	36	99	4	28	99
						30 DAY AVERAGE					

MONTHLY RIVER RSW-002											
Date	ACUTE TOXICITY	Species	% Survival	Quarternly Tests	Value in ug/l	BOD	TSS	BOD	TSS	BOD	TSS
		Rainbow Trout	N/A		ND	mg/L	mg/L	% Removal	mg/L	% Removal	% Removal
					2.01	5	36	99	4	28	99
						30 DAY AVERAGE					

MONTHLY RIVER RSW-002											
Date	ACUTE TOXICITY	Species	% Survival	Quarternly Tests	Value in ug/l	BOD	TSS	BOD	TSS	BOD	TSS
		Rainbow Trout	N/A		ND	mg/L	mg/L	% Removal	mg/L	% Removal	% Removal
					2.01	5	36	99	4	28	99
						30 DAY AVERAGE					

Signature: _____

Remarks: _____

EFF-001 REC-001 Quarterly Permit Exceedance

**McKINLEYVILLE COMMUNITY SERVICES DISTRICT
WASTEWATER MANAGEMENT FACILITY
EFFLUENT DISCHARGE DISPOSAL**

June 2022

Discharge Monitoring DATE	002 INF-001 INFLUENT MGD	002 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	0.829	0.902	1379			0.902				0.902	0.000
2	0.801	0.907	981			0.907				0.907	0.000
3	0.795	0.969	974			0.969				0.969	0.000
4	0.866	0.920	966			0.920				0.920	0.000
5	0.968	0.830	987			0.830				0.830	0.000
6	0.868	0.918	996			0.918				0.918	0.000
7	0.846	0.916	1046			0.916				0.916	0.000
8	0.843	0.903	994			0.903				0.903	0.000
9	0.822	0.917	985			0.917				0.917	0.000
10	0.809	0.910	984			0.910				0.910	0.000
11	0.831	0.839	952			0.839				0.839	0.000
12	0.913	0.843	869			0.843				0.843	0.000
13	0.855	0.921	932			0.921				0.921	0.000
14	0.837	0.908	976			0.908				0.908	0.000
15	0.828	0.909	950			0.909				0.909	0.000
16	0.825	0.902	998			0.902				0.902	0.000
17	0.831	0.893	967			0.893				0.893	0.000
18	0.819	0.837	854			0.837				0.837	0.000
19	0.844	0.830	832			0.830				0.830	0.000
20	0.836	0.852	948			0.852				0.852	0.000
21	0.845	0.858	948			0.858				0.858	0.000
22	0.832	0.875	988			0.875				0.875	0.000
23	0.804	0.905	1005			0.905				0.905	0.000
24	0.786	0.863	942			0.863				0.863	0.000
25	0.782	0.791	819			0.791				0.791	0.000
26	0.840	0.786	786			0.786				0.786	0.000
27	0.832	0.865	945			0.865				0.865	0.000
28	0.813	0.876	956			0.876				0.876	0.000
29	0.795	0.929	1062			0.929				0.929	0.000
30	0.805	0.883	954			0.883				0.883	0.000
TOTAL	25.000	26.457		0.000	0.000	26.457	0.000	0.000	0.000	26.457	0.000
AVERAGE	0.833	0.882	966	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
MAXIMUM	0.968	0.969	1379	0.000	0.000	0.969	0.000	0.000	0.000	0.969	0.000
MINIMUM	0.782	0.786	786	0.000	0.000	0.786	0.000	0.000	0.000	0.786	0.000
DAYS	30	30		0	0	30	0	0	0	30	0

DAYS WITH NO DISCHARGE = 0