



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

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

WEDNESDAY, February 7, 2024 AT 6:00pm

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

Or

TELECONFERENCE Via ZOOM & TELEPHONE:

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

To participate in person, please come to Azalea Hall.

To participate by teleconference, please use the toll free number listed above, or join through the internet at the Zoom App with weblink and ID number listed above, or the public may submit written comments to the Board Secretary at: comments@mckinleyvillecsd.com up until 4:30 p.m. on Tuesday, February 6, 2024.

All Public Comment received before the above deadline will be provided to the Board at 9 a.m. on Wednesday, February 7, 2024 in a supplemental packet information that will also be posted on the website for public viewing.

AGENDA

6:00 p.m.

A. CALL TO ORDER

A.1 Roll Call

A.2 Pledge of Allegiance

A.3 Additions or Changes to the Agenda

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

A.4 Approval of the Agenda

A.5 Closed Session Discussion

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

NO CLOSED SESSION SCHEDULED

B. PUBLIC HEARINGS

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

NO PUBLIC HEARING SCHEDULED

C. PUBLIC COMMENT AND WRITTEN COMMUNICATIONS

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

D. CONSENT CALENDAR

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

- | | | |
|-----|--|--------|
| D.1 | Consider Approval of the Minutes of the Board of Directors Regular Meeting on January 6, 2024 | Pg. 5 |
| | Attachment 1 – Draft Minutes from January 6, 2024 | Pg. 7 |
| D.2 | Consider Approval of December 2023 Treasurer’s Report | Pg. 13 |
| D.3 | Compliance with State Double Check Valve (DCV) Law | Pg. 15 |
| D.4 | Review and Approve the Amendments to the County Leases for the Sheriff’s Facilities | Pg. 17 |
| | Attachment 1 – Original Lease and Previous Amendments | Pg. 19 |
| | Attachment 2 – Fifth Amendment to LEF Lease | Pg. 49 |
| D.5 | Review of 2023 Integrated Pest Management Plan Annual Report | Pg. 51 |
| | Attachment 1 – IPM Treatment Tracking Forms | Pg. 53 |
| D.6 | Update of Authorized Signers at Umpqua Bank and/or Other Agencies, Banks or Credit Card Companies As May Be Required | Pg. 55 |

E. CONTINUED AND NEW BUSINESS

- | | | |
|-----|--|--------|
| E.1 | Consider Appointment of Applicant, Patti Stuart to Vacant Alternate Seat on the Park and Recreation Committee (PARC) | Pg. 57 |
|-----|--|--------|

	Attachment 1 – Patti Stuart PARC Application	Pg. 59
E.2	Consider Approval of Resolution 2024-04 Initiating the Formation of Washington Terrace Street Light Zone # 105	Pg. 61
	Attachment 1 – Resolution of Initiation 2024-04 for SLZ #105 w/ Exhibit A	Pg. 63
	Attachment 2 – SLZ #105 Engineers Report w/ Exhibit A and B	Pg. 69
E.3	Consider Approval of Resolution 2024-05 Initiating the Formation of Washington Terrace Subdivision Open Space Maintenance Zone (OSMZ) #28 and Resolution 2024-06 Executing a Certificate Acceptance of the Quitclaim Deed for Open Space Maintenance Zone (OSMZ) #28	Pg. 73
	Attachment 1 – Washington Terrace Engineer’s Report	Pg. 75
	Attachment 2 – Resolution 2024-05 w/ Exhibit A	Pg. 81
	Attachment 3 – Resolution 2024-06 w/ Exhibit A	Pg. 87
	Attachment 4 – Washington Terrace Subdivision Recorded Final Map	Pg. 93
E.4	Review Information for the Draft Capital Improvement Plan for the Parks and General Fund, FY 2024-25 (Information)	Pg. 97
	Attachment 1 - Draft Capital Improvement Plan for the Fiscal Years ending June 30, 2025 – 2035 for the Parks and General Fund	Pg. 99
	Attachment 2 – Draft Capital Improvement Plan Narrative for Fiscal Year 2024-25	Pg. 103
E.5	Consider Attendance at the Association of California Water Agencies (ACWA) 2024 Spring Conference & Expo in Sacramento, CA on May 7-9, 2024	Pg. 105
	Attachment 1 – Preliminary Agenda	Pg. 107
	Attachment 2 – Registration, Meals and Hotel Information Sheet	Pg. 109
E.6	Consider Attendance at the 2024 Special District Legislative Days in Sacramento, CA May 21-22, 2024 (Action)	Pg. 111
	Attachment 1 – Special District Legislative Days Information from the CSDA Website	Pg. 113

F. REPORTS

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

F.1 ACTIVE COMMITTEE REPORTS

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

F.2 LEGISLATIVE AND REGULATORY REPORTS

F.3 STAFF REPORTS

- a. Finance & Administration Department Pg. 115
- b. Operations Department (James Henry) Pg. 117
- c. Parks & Recreation Department (Lesley Frisbee) Pg. 123
- d. General Manager (Pat Kaspari) Pg. 125
- Attachment 1 – WWMF Monthly Self-Monitoring Report Pg. 131

F.4 PRESIDENT’S REPORT

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

G. ADJOURNMENT

Posted 5:00 pm on February 2, 2024

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

February 7, 2024

TYPE OF ITEM: **ACTION**

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

PRESENTED BY: **Joey Blaine, Board Secretary**

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

Recommendation:

Staff recommends the approval of the Minutes of the Board of Directors for the January 10, 2024 Regular Board Meeting.

Discussion:

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

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Draft Minutes from January 10, 2024 Regular Meeting

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MINUTES OF THE REGULAR MEETING OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT HELD ON WEDNESDAY, JANUARY 10, 2024 at 6:00 P.M. IN PERSON AT AZALEA HALL – 1620 PICKETT ROAD, MCKINLEYVILLE, CALIFORNIA and TELECONFERENCE Via ZOOM & TELEPHONE: ZOOM MEETING ID: 859 4543 6653 (<https://us02web.zoom.us/j/85945436653>) and TOLL FREE: 1-888-788-0099

AGENDA ITEM A. CALL TO ORDER:

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

Greg Orsini, President	Pat Kaspari, General Manager
Scott Binder, Vice President	Joey Blaine, Board Secretary
James Biteman, Director	Nicole Alvarado, Finance Director
David Couch, Director	Lesley Frisbee, Parks & Recreation Coordinator
Dennis Mayo, Director	

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

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

A.4 Approval of the Agenda:

Motion: It was moved to approve the agenda.

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

There were no comments from the Board or public.

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

Motion Summary: Motion passed.

A.5 Closed Session Discussion

There was no closed session scheduled.

AGENDA ITEM B. PUBLIC HEARINGS:

There was no public hearing scheduled.

AGENDA ITEM C. PUBLIC COMMENT AND WRITTEN COMMUNICATIONS:

There was no public comment.

AGENDA ITEM D. CONSENT CALENDAR:

D.1 Consider Approval of the Minutes of the Board of Directors Regular Meeting on December 6, 2023

D.2 Consider Approval of November 2023 Treasurer's Report

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

D.4 Consider Approval of Contract with GHD Inc to Assist With Completion of State Revolving Fund Clean Water Grant Applications for Various Wastewater Projects

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, Biteman, Couch, Mayo, and Orsini Nays: None Absent: None

Motion Summary: Motion passed.

AGENDA ITEM E. CONTINUED AND NEW BUSINESS:

E.1 Presentation of Community Builder Award to Jesse Miles, Executive Director of the McKinleyville Chamber of Commerce (Information)

The item was presented by Parks and Recreation Director Frisbee.

The Board, Staff, and members of the public commended Jesse Miles for her achievement.

This was an information only item. No action was taken.

E.2 MCSD Employee of the Year Presentation to Kirsten Messmer (Information)

The item was presented by General Manager Kaspari.

The Board, Staff, and members of the public commended Kirsten for her achievement.

This was an information only item. No action was taken.

E.3 Consider Approval of Fiscal Year 22-23 Audited Financial Statements (Action)

Finance Director Alvarado presented the item.

Christopher Brown of C.J. Brown and Company, CPAs gave a presentation of the 2023 Audit.

Director Biteman and Director Orsini gave comments from the Finance and Audit committee. Director Orsini gave recommendation from the Finance and Audit Committee to approve the FY 22-23 Audited Financial Statements.

Further Board discussion ensued.

General Manager Kaspari highlighted the importance of Measure B passing in light of the information provided in the Audited Financial Statements.

Motion: It was moved to approve the FY 22-23 Audited Financial Statements.

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

There was no comment from the Board or public.

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

Motion Summary: Motion passed.

E.4 Consider Approval of Resolution 2024-01 Approving the Acceptance of the Lands of the Community Forest From Trust for Public Land (Action)

GM Kaspari overviewed the item.

Motion: It was moved to approve Resolution 2024-01 and authorize the Board President to sign any necessary documents.

Motion by: Director Biteman **Second:** Director Orsini

There was no comment from the Board or public.

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

Motion Summary: Motion passed.

E.5 Consider Approval of Certificate of Acceptance for Community Forest Property as Conveyed by the Grant Deed from Green Diamond Resource Co. (Action)

GM Kaspari overviewed the item.

Motion: It was moved to approve the Certificate of Acceptance for the Community Forest Property and authorize the Board President to sign any necessary documents.

Motion by: Director Couch **Second:** Director Biteman

There was no comment from the Board or public.

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

Motion Summary: Motion passed.

E.6 Consider Approval of Resolution 2024-02 Approving the MCSD Board President as the Authorized Signatory for All Documents Related to the Acquisition of the Lands of the Community Forest From Trust for Public Land (Action)

GM Kaspari presented the item

Motion: It was moved to approve Resolution 2024-02.

Motion by: Director Couch **Second:** Director Biteman

There was no comment from the Board or public.

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

Motion Summary: Motion passed.

Motion Summary: Motion passed.

E.7 Consider Approval of Ordinance 2023-02 Amending Regulation 42, Operation of Pierson Park of the MCSD Rules and Regulations – Second Reading (Action)

Parks and Recreation Director Frisbee presented the item.

Motion: It was moved to approve Ordinance 2023-02 by title only.

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

There was no comment from the Board or public.

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

Motion Summary: Motion passed.

E.8 Discuss and Consider Committee Assignments and Appointments of Committee Chairs by the Board President for the 2024 Calendar Year (Action)

Board Secretary Blaine presented the item.

After a brief board discussion, President Binder made the following appointments:

- a. Parks and Recreation Committee (Binder/Biteman)
- b. Area Fund (John Kulstad/Binder)

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

E.9 Consider Approval of Resolution 2024-03 Executing a Certificate of Acceptance for the Quit Claim Deed to Allow Access Across a One Foot Non-Access Easement on APN 509-021-054 (Action)

General Manager Kaspari presented the item.

Motion: To approve Resolution 2024-03.

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

There was no comment from the Board or public.

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

Motion Summary: Motion passed.

AGENDA ITEM F. REPORTS

F.1 ACTIVE COMMITTEE REPORTS

- a. **Parks and Recreation Committee (Binder/Biteman):** Director Binder had nothing to report further than that in Parks and Recreation Director Frisbee’s staff report.
- b. **Area Fund (John Kulstad/Binder):** Did not meet.
- c. **Redwood Region Economic Development Commission (Biteman/Mayo):** Did not meet.
- d. **McKinleyville Senior Center Advisory Council (Binder/Couch):** Director Binder gave a brief report on the activities of the Senior Center.
- e. **Audit and Finance (Orsini/Biteman):** Did not meet.
- f. **Employee Negotiations (Couch/Mayo):** Did not meet.
- g. **McKinleyville Municipal Advisory Committee (Orsini/Binder):** Did not meet.
- h. **Ad Hoc Community Forest Committee (Mayo/Orsini):** Did not meet.

F.2 LEGISLATIVE AND REGULATORY REPORTS

Director Mayo reported he would be attending Senator McGuire’s induction as Speaker.

Director Mayo further reported information on the Governor’s EV executive order. GM Kaspari highlighted staff’s continued work on planning for compliance.

F.3 STAFF REPORTS

- a. **Finance and Administration Department (Nicole Alvarado):** No further comments.

b. Operations Department (James Henry): No further comments.

c. Parks & Recreation Department (Lesley Frisbee):

Director Frisbee gave a brief report on the Clean California Mattress Disposal event held at Pierson Park on January 6, 2024. The event was able to help 101 customers get rid of 163 mattresses, box springs, and futons.

d. General Manager (Patrick Kaspari):

GM Kaspari gave a brief update on the 4.5 MG tank project and gave the Board a reminder of the State of McKinleyville event occurring January 17, 2024.

F.4 PRESIDENT'S REPORT:

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

G. ADJOURNMENT:

Meeting Adjourned at 8:17 p.m.

Joseph Blaine, Board Secretary

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McKinleyville Community Services District

BOARD OF DIRECTORS

February 7, 2024

TYPE OF ITEM: **ACTION**

ITEM: D.2 **Consider Approval of December 2023 Treasurer's report**

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

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

Recommendation:

Not Applicable

Discussion:

This item is unavailable this month due to unforeseen circumstances.

Alternatives:

Not Applicable

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

Not applicable

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McKinleyville Community Services District

BOARD OF DIRECTORS

February 7, 2024

TYPE OF ITEM: **Action**

ITEM: D.4 **Review and Approve the Amendments to the County Lease for Sheriff's Facilities**

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

TYPE OF ACTION: **Consent Agenda Approval**

Recommendation:

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

Discussion:

On January 26, 2010, the County of Humboldt entered into a Lease with MCSD for use of the premises located at 1608 Pickett Road as a law enforcement facility (**Attachment 1**). The original lease was amended on March 8, 2011 to also include the use of Sheriff's Work Alternative Program (SWAP) crews by MCSD to perform maintenance and upkeep of their facilities. The original lease expired January 31, 2015, and was renegotiated and extended to February 28, 2021. The Second Amendment to the Lease extended the terms of the lease out to February 28, 2022. The third amendment extended the lease out to February 28, 2023. The fourth amendment extend the lease out to February 28, 2024. The Fifth Amendment to the Lease is included as **Attachment 2** and extends the lease out through June 30, 2025. The Amendment also details the lease amount annual adjustment based on the Consumer Price Index (CPI). This lease increases the rent to \$222.91/month. All other terms and conditions of the lease remain unchanged from the previous lease, including the provisions that the Sheriff will continue to provide Sheriff Work Alternative Program (SWAP) workers on a weekly basis to perform work at any district, park, facility or open space maintenance zone owned by the MCSD.

Alternatives:

Take No Action

Fiscal Analysis:

The extension of the lease with the Sheriff has no additional fiscal impacts except for a minor increase in monthly income from \$216.14/month to \$222.91/month.

Environmental Requirements:

Not applicable

Exhibits/Attachments:

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

RECEIVED

FEB 23 2015

McK. C.S.D.



COUNTY OF HUMBOLDT
PUBLIC WORKS

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

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

February 19, 2015

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

Re: 1608 Pickett Road, Lease

Dear Jason:

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

If you have any questions, please contact me.

Sincerely,

RONDA KIME
Senior Real Property Agent

ORIGINAL

LEASE

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

ARTICLE 1. LEASED PREMISES

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

ARTICLE 2. PARKING AREA USE

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

ARTICLE 3. TERM OF LEASE

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

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

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

ARTICLE 4. RENT

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

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

ARTICLE 5. USE OF PREMISES

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

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

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

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

ARTICLE 6. UTILITIES

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

ARTICLE 7. ALTERATIONS AND REPAIRS

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

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

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

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

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

ARTICLE 8. INDEMNITY AND INSURANCE

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

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

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

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

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

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

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

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

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

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

ARTICLE 9. SIGNS AND TRADE FIXTURES

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

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

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

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

ARTICLE 10. DESTRUCTION AND CONDEMNATION

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

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

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

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

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

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

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

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

ARTICLE 11. DEFAULT, ASSIGNMENT AND TERMINATION

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

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

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

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

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

ARTICLE 12. MISCELLANEOUS

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

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

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

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

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

To Lessee:

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

To Lessor:

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

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

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

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

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

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

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

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

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

LESSOR: MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

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

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

Gregory Orsini
Gregory Orsini, General Manager

LESSEE: COUNTY OF HUMBOLDT

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

(SEAL)

Attest:

Clerk of the Board

By Gregory Orsini

Exhibit A

LEGAL DESCRIPTION

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

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

PARCEL 'A':

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

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

PARCEL 'B'

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

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

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

LEGAL DESCRIPTION PREPARED BY:

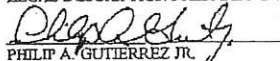
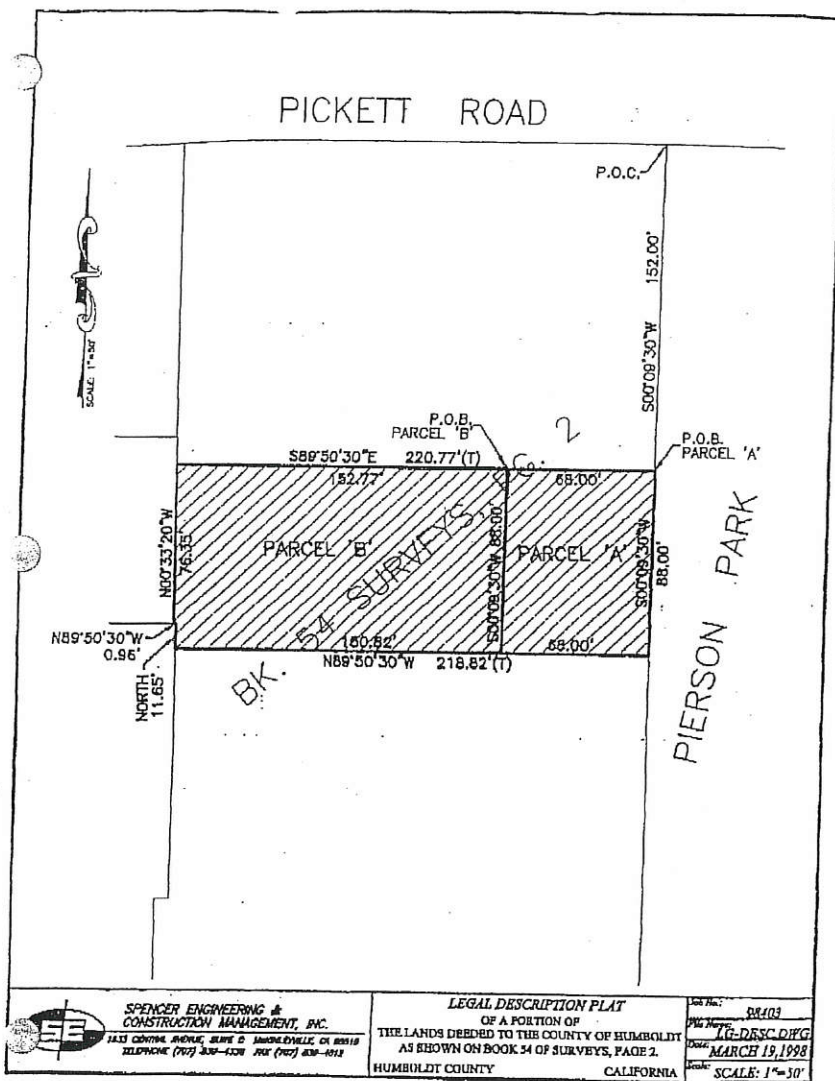

PHILIP A. GUTIERREZ JR.
L.S. 7245



EXHIBIT A C 133

Exhibit A



AMENDMENT TO LEASE

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

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

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

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

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

NOW, THEREFORE, it is mutually agreed as follows:

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

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

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

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

AMENDMENT TO LEASE

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

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

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

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

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

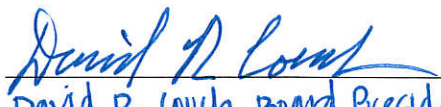
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease dated February 25, 2015, on the date indicated above.

LESSEE: COUNTY OF HUMBOLDT

**LESSOR: MCKINLEYVILLE
COMMUNITY SERVICES DISTRICT**

BY: 

CHAIR, Ryan Sundberg
BOARD OF SUPERVISORS

BY: 

David R. Couch, Board President


ATTEST:

TITLE: _____

(SEAL)

BY: 

TITLE: G.M.

BY: 

CLERK OF THE BOARD
Ryan Sharp, Deputy Clerk of the Board

SECOND AMENDMENT TO LEASE

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

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

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

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

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

NOW, THEREFORE, it is mutually agreed as follows:

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

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

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

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

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

SECOND AMENDMENT TO LEASE

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

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

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

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

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

LESSEE: COUNTY OF HUMBOLDT

**LESSOR: MCKINLEYVILLE
COMMUNITY SERVICES DISTRICT**

BY: _____

BY:  _____

NAME: _____

NAME: Dennis Mayo

TITLE: CHAIR
BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT

TITLE: Board President

(SEAL)

BY: _____

ATTEST: _____

NAME: _____

NAME: RYAN SHARP

TITLE: _____

TITLE: DEPUTY CLERK OF THE
BOARD OF SUPERVISORS

THIRD AMENDMENT TO LEASE

This Third Amendment to Lease is entered into on this 15th day of February 2022, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as LESSEE, and MCKINLEYVILLE COMMUNITY SERVICES DISTRICT (MCSD), a special district of the County of Humboldt, State of California, hereinafter called LESSOR,

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

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

WHEREAS, on February 23, 2021, the parties entered into a Second Amendment to Lease for LESSEE's further continued use of the premises; and

WHEREAS, LESSEE and LESSOR desire to again extend the term of the Lease; and

WHEREAS, LESSEE AND LESSOR desire to also adjust the rent for the extended term;

NOW, THEREFORE, it is mutually agreed as follows:

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

This Lease shall be for a term of seven (7) years commencing on March 1, 2015 ("Commencement Date") and ending at midnight on February 28, 2023 ("Termination Date").

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

LESSEE shall pay rent to the LESSOR in the amount of Two Hundred One Dollars and Sixty Cents (\$201.60) per month after approval of this third amendment for the remainder of this Lease. This amount is due and payable on the Tenth (10th) day of each month of occupancy. This amount is based on the Consumer Price Index (CPI) for all items (1982-84 = 100), U.S. City Average, West Cities B-C, as published by the United States Department of Labor, Bureau of Labor Statistics (called "the Index" in this Lease) for the prior calendar year. In calculating this percentage increase, the most current index available on the date of the commencement of the prior term and the most current Index available immediately receding the date of annual adjustment during the extended term shall be used. November shall be the base month for this adjustment. For clarity purposes, the rent is calculated as follows:

THIRD AMENDMENT TO LEASE

West-Size Class B/C, Nov. 2021, All Urban CPI = 172.214
West-Size Class B/C, Nov. 2020, All Urban CPI = 161.069
Difference = 172.24 - 161.069 = 11.145
% Difference = 11.145/161.069 x 100 = 6.92%
Increase = \$188.55 (previous years rent) x .0692 (6.92%) = \$13.05
New Rent = \$188.55 (previous years rent) + \$13.05 = \$201.60

3. In all other respects, the Lease between the parties entered into on February 25, 2015, its First Amendment to the Lease entered into on February 7, 2018, and its Second Amendment to Lease entered into on February 23, 2021 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Lease on the date indicated above.

LESSEE: COUNTY OF HUMBOLDT

**LESSOR: MCKINLEYVILLE
COMMUNITY SERVICES DISTRICT**

BY: _____

BY: David Couch

NAME: _____

NAME: David Couch

TITLE: CHAIR
BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT

TITLE: Board President

(SEAL)

BY: _____

ATTEST: _____

NAME: _____

NAME:

TITLE: _____

TITLE: DEPUTY CLERK OF THE
BOARD OF SUPERVISORS

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

This Fourth Amendment to the Lease Agreement dated February 25, 2015, as amended on February 7, 2018, February 23, 2021 and February 15, 2022, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “LESSEE,” and the McKinleyville Community Services District, a special district of the County of Humboldt, State of California, hereinafter referred to as “LESSOR,” is entered into on this 1 day of February , 2023.

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

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

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

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

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

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

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

3.1 Term.

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

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

4.1 Rent.

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


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

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

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

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

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT:

By:  _____

Date: 2/16/23 _____

Name: Gregory P. Orsini _____

Title: Board President _____

COUNTY OF HUMBOLDT:

By: _____
Steve Madrone, Chair
Humboldt County Board of Supervisors

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: _____

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

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

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

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

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

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

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

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

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

3.1 Term.

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

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

4.1 Rent.

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

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

West-Size Class B/C, Nov. 2022, All Urban CPI = 184.626

West-Size Class B/C, Nov. 2021, All Urban CPI = 172.214

Difference = 184.626 – 172.214 = 12.412

% Difference = 12.412/172.214 x 100 = 7.21%

Increase = \$201.60 (previous years rent) x .0721 (7.21%) = \$14.54

New Rent = \$201.60 (previous years rent) + \$14.54 = \$216.14

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

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

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT:

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Steve Madrone, Chair
Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management

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**FIFTH AMENDMENT
LEASE AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
FOR FISCAL YEARS 2014-2015 THROUGH 2024-2025**

This Fifth Amendment to the Lease Agreement dated February 25, 2015, as amended on February 7, 2018, February 23, 2021, February 15, 2022 and February 28, 2023, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “LESSEE,” and the McKinleyville Community Services District, a special district of the County of Humboldt, State of California, hereinafter referred to as “LESSOR,” is entered into on this _____day of _____, 2024.

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

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

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

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

WHEREAS, on February 28, 2023, LESSEE and LESSOR agreed to amend the Lease Agreement in order to extend the term thereof and increase the monthly rental payments required thereunder; and

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

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

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

3.1 Term.

This Lease shall begin on March 1, 2015 (“Commencement Date”) and shall remain in full force and effect until midnight on June 30, 2025 (“Termination Date”), unless extended by a valid amendment hereto or sooner terminated as set forth herein.

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

4.1 Rent.

LESSEE shall pay rent to the LESSOR in the amount of Two Hundred Twenty-Two Dollars and Ninety-One Cents (\$222.91) per month after approval of this Fifth Amendment for the remainder of this Lease. This amount is due and payable on the Tenth (10th) day of each month of occupancy. This amount is based on the Consumer Price Index (CPI) for all items (1982-84 =100), U.S. City Average, West Cities B-C,

as published by the United States Department of Labor, Bureau of Labor Statistics (called "the Index" in this Lease) for the prior calendar year. In calculating this percentage increase, the most current index available on the date of the commencement of the prior term and the most current Index available immediately preceding the date of annual adjustment during the extended term shall be used. November shall be the base month for this adjustment. For purposes of clarity, the rent is calculated as follows:

West-Size Class B/C, Nov. 2023, All Urban CPI = 190.409
West-Size Class B/C, Nov. 2022, All Urban CPI = 184.626
Difference = 190.409 – 184.626 = 5.783
% Difference = 5.783/184.626 x 100 = 3.13%
Increase = \$216.14 (previous years rent) x .0313 (3.13%) = \$6.77
New Rent = \$216.14 (previous years rent) + \$6.77 = \$222.91

3. Except as modified herein, the Lease Agreement dated February 25, 2015, as amended on February 7, 2018, February 23, 2021, February 15, 2022, and February 28, 2023, shall remain in full force and effect. In the event of a conflict between the provisions of this Fifth Amendment and the original Lease Agreement, or any prior amendments thereto, the provisions of this Fifth Amendment shall govern.

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

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT:

By: _____ Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____ Date: _____

Chair
Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: _____

Risk Management

McKinleyville Community Services District

BOARD OF DIRECTORS

February 7, 2024

TYPE OF ITEM: **ACTION**

ITEM: D.5 **Review of the 2023 Integrated Pest Management Plan Annual Report**

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

TYPE OF ACTION: **None**

Recommendation:

Staff recommends that the Board review and accept the 2023 Integrated Pest Management Plan (IPM) annual report.

Discussion:

As stated in the IPM Scope, District staff will utilize the most environmentally sound approaches to pest management and eliminate, where feasible, the use of pesticides to minimize environmental and health impacts of pest and vegetation management. To accomplish this, staff will utilize physical, mechanical, cultural, biological and educational tactics as primary controls.

The plan is intended to provide procedural guidelines for the implementation as a basis for pest and vegetation management that will protect public health, the environment and aesthetic value of the District's facilities.

As stated in Section 4.A of the IPM (**Found on the MCSD website here:** <https://www.mckinleyvillecsd.com/mcsd-integrated-pest-management-plan>), the MCSD coordinator will compile data from all participating departments and submit an annual report at the January Board meeting to the General Manager and the Board of Directors. Each department submitted their IPM Treatment Tracking Forms, **Attachment 1 Sample Form**, for review. Upon review of the forms, it was found that all methods were mechanical tactics other than dealing with ants. A table is provided below as an overview of the forms submitted. This staff report will serve the purpose of the annual report.

Category	Weed Abatement Hours	Ant Removal Hours	Wasp Removal Hours	Gopher Control Hours	Total Labor Hours	NHES Weed Abatement Hours	Swap Weed Abatement Hours	Cost
Tree	0	0	0	0	0			\$ 00.00
Turf	46	0	0	36	82			\$ 4,100.00
Hard Surface	309	12	0	0	321			\$16,050.00
Planter Bed	16	0	0	0	16	923	2152	\$89,358.00
Total	371	12	0	36	419	923	2152	\$ 109,508.00

The table is separated into categories and includes the time in each category to manually remove weeds in planter beds, remove weeds in asphalt or concrete and trap gophers. The table also includes the annual labor cost for performing these tasks. Most of the planter bed weed abatement is located in the Open Space Maintenance Zones, which include landscape strips. Most of the hard surface treatment is weeds growing around edges or cracks of asphalt and concrete at most of the stations along with gravel areas at the Treatment Plant. The major target pest is weed abatement, with gopher control also contributing to the labor costs. Most of the gopher control takes place at the Hiller Sports Site along with Pierson Park.

Ants have been a reoccurring issue in several facilities and most of the ant issues are related to the ants coming through the walls and foundations to get out of the wet weather. Due to the continuous ant problem, and not being able to keep them under control, the District decided to hire 707 Pest Solutions to treat the buildings monthly. The IPM Coordinator reviewed the treatments strategies that were proposed and chose the least hazardous methods they had to offer.

As stated above, there are a lot of man hours assigned to weed abatement. In 2018, staff conducted a pilot study at the Wastewater Management Facility to compare salt, vinegar solution and flame torching against manual weed pulling to try to find out which method works best to eliminate some of the labor costs. Salt had the best affect and would prevent new weed growth for about 30 days, but it required an abundant amount of salt and labor to apply the salt. The remaining approaches only phased new weed growth for a couple days.

Gopher control can get quite extensive, from setting traps to blasting the tunnels. Due to the shallow tunneling from gophers, the turf collapses and creates depressions which become unsafe for the youth and adult leagues playing on the fields. Staff has found that blasting helps expose the shallow tunnels but requires a lot of labor to fill in the depressions after blasting occurs. Community work gatherings, made up of staff and volunteers, have been put together to help repair the turf each year mostly due to gophers. The work group and blasting was put on pause during the Covid times but we hope to have another work day this year.

Alternatives:

Take No Action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – IPM Treatment Tracking Forms

NOV 2022

MCSO IPM Treatment Tracking Form

Location (Map on Back) WWWF

Department: Operations Parks & Recreation Support Services Contractor/Lessee

Authorized by IPM Coordinator: Yes No

Professional Pesticide Applicator Used: Yes No If Yes, Applicator's Name and License # _____

Target Pest WEEDS

Population Levels/Injury Thresholds for Treatment _____

Final Treatment Decision _____

Treatment Method Used	Active Ingredient	EPA Toxicity Category	Quantity of Product Used	Date/Quarter	Time	Hours Spent	Public Notification Type	Results	Staff Initials
Prevention									
Cultural									
Mechanical	MOWING STRINGTILLM					8.0			DS
Biological									
Chemical/Pesticide Name									

8HRS

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McKinleyville Community Services District

BOARD OF DIRECTORS

February 6, 2024

TYPE OF ITEM: **ACTION**

ITEM: D.6 **Update of Authorized Signers at Umpqua Bank and/or Other Agencies, Banks or Credit Card Companies As May Be Required**

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

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

Recommendation:

Approve a signatory change to Umpqua Bank, other agencies, County and/or other Banks or credit card companies to reflect current signer list.

Discussion:

The District has on file with Umpqua Bank all those parties that are approved as signers for the transaction of District business. We would like to confirm that the approved signers are listed as General Manager Patrick Kaspari, Interim Finance Director Colleen Trask, HR/Payroll Manager Diane Sloane, Operations Director James Henry and Parks and Recreation Director Lesley Frisbee. We will need to forward a copy of this Board agenda item and the minutes of that action to Umpqua Bank for them to prepare a revised signature card. This change would be applicable to the checking and money market accounts with Umpqua Bank.

Alternatives:

Staff's analysis includes the following potential alternative:

- Take no action

Fiscal Analysis:

- Not applicable

Environmental Requirements:

- Not applicable

Exhibits/Attachments

- None

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McKinleyville Community Services District

BOARD OF DIRECTORS

February 7, 2024

TYPE OF ITEM: **ACTION**

ITEM: E.1 **Consider Appointment of Applicant, Patti Stuart to Vacant Alternate Seat on the Park and Recreation Committee (PARC)**

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

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends that the Board consider the information provided, air questions, take public comment and vote on the appointment of Patti Stuart to the Parks and Recreation Committee as an alternate for a term of four (4) years.

Discussion:

It is the duty of the Board of Directors to vet and select the most qualified candidates to become members of the PARC. The Board of Directors is obligated to interview all candidates, discuss the candidates' qualifications, and select most qualified candidates to serve on the committee by majority vote.

There is currently one (1) alternate opening on the PARC. Staff has posted sufficient notice through local media and at District facilities of the vacancies for the PARC.

Patti Stuart submitted an application (**Attachment 1**) October 23, 2023 and Ciara. Staff shared the applications with the PARC at the meeting held on December 20, 2023. The PARC unanimously supported appointment of Patti Stuart as an alternate member of the PARC.

Alternatives:

Staff analysis consists of the following potential alternative: Do not appoint the applicants to the PARC and continue advertising existing open seats.

Fiscal Analysis:

Not applicable

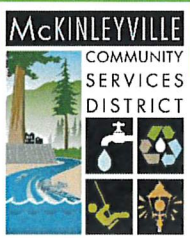
Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Patti Stuart PARC Application

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McKinleyville Community Services District Parks and Recreation Committee (PARC) Application

Name Patti Stuart Date _____

Home Phone _____ Cell Phone _____

Mailing Address _____, McKinleyville

Permanent Address Same as above

Email Address _____@gmail.com

Areas of Experience and Qualifications

What knowledge, skills and experience will you bring to the Parks & Recreation Committee? (You may attach a resume or additional page if necessary).

I've served on many committees throughout my career as a special needs teacher. I've been responsible for organizing and supervising staff at multiple sites, coordinating with various agencies to provide services and advocacy for students, and encouraging people to work together. Because of the years of working with young people, I know their recreational needs better than most "old folks."

Can you commit to 2-4 hours of volunteer time per month? YES NO

Please describe why you want to participate as a member of the Parks and Recreation Committee.

My husband and I moved to McKinleyville four years ago, and since then I've been looking for a way to give back to our community. I've been impressed by the quality of our parks and facilities, and I'm interested in the future projects I've read about. I'm particularly interested in the Community Forest.

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McKinleyville Community Services District

BOARD OF DIRECTORS

February 7, 2024

TYPE OF ITEM: **ACTION**

ITEM: E.2 **Consider Approval of Resolution 2024-04 Initiating the Formation of Street Light Zone # 105**

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

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends that the Board review the Draft Engineer's Reports for Street Light Zone 105, **Attachment 2**, discuss; take public comment and consider adopting the following resolution, by roll call vote:

1. Resolution 2024-04 Initiating the Formation of Washington Terrace Street Light Zone #105 (**Attachment 1**)

Discussion:

J.L.F Construction recently completed the construction of the forty (40) lot Washington Terrace Subdivision. Mr. Furtado represents a majority of the property owners within the proposed Street Lighting Zone and is required to form an assessment zone as a condition of development. A Street Light Assessment Zone allows the District to perform the role of owner and collection agent regarding maintaining the facilities and paying the monthly PG&E charges for the streetlights to be installed in conjunction with the development. The developer has constructed the necessary streetlights to District standards and has dedicated the completed facilities to the District. PG&E has changed how they manage these zones and want the Owners to take on the billing once the lights are inspected, approved and energized, instead of waiting until a sufficient number of lots are sold to energize them. PG&E will sign over the billing account to the District at the time the District and Owner agree to change over the billing.

Attachment 2, is a stamped Engineer's Report detailing the expected monthly costs for the assessment district as shown **Exhibit B** and site plan showing approximate locations, **Exhibit A**. **Attachment 1** is draft Resolution 2024-04 initiating the process for the formations of the zone. Pursuant to Proposition 218, the process will include preparation of an Engineer's Report and ballot. The Engineer's Report and ballot will be mailed to the developer, as majority owner of the properties included in the proposed Street Lighting Zone. The zone formation public hearing will be scheduled for the March 6, 2024 District Board Meeting, if the Board approves Resolution 2024-04.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

The Draft Engineer's Reports, **Attachments 2**, distributes the direct expense of all costs for the streetlights to the owners of the property within the proposed zone. A monthly administrative fee for the District's estimated administration cost for billing of the energy costs is included in the cost division formula. Therefore, the proposed zone will have no fiscal impact on the District.

Environmental Requirements:

All environmental requirements were met by the developer prior to development.

Exhibits/Attachments:

- Attachment 1 – Resolution of Initiation 2024-04 for SLZ #105 w/ Exhibit A
- Attachment 2 – SLZ #105 Engineers Report w/ Exhibit A and B

RESOLUTION 2024-04

**A RESOLUTION OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
INITIATING PROCEEDINGS TO ESTABLISH THE WASHINGTON TERRACE
SUBDIVISION STREET LIGHTING ZONE # 105**

WHEREAS, the development of the Washington Terrace Subdivision (the “Subdivision”) will necessitate the District’s operation and maintenance of the street lights (the “Improvements”) within a proposed project area described as APN 508-242-044; and

WHEREAS, Section 61122 of the California Government Code authorizes the District to levy benefit assessments for operations and maintenance consistent with the requirements of Article XIII D of the California Constitution; and

WHEREAS, Article 5 of the District’s Rules and Regulations authorizes the formation of Street Light Zones as a manner of exercising the District’s authority under Section 61122 of the California Government Code; and

WHEREAS, The District Board desires to form a street light zone, designated as Washington Terrace Subdivision Street Light Zone # 105 (the “Zone”) and comprised of the parcels within the Subdivision, to fund the operation and maintenance of the Improvements through the levy of an assessment (the “Assessment”); and

WHEREAS, a Draft Engineer’s Report for the Zone has been filed with the District Board and is on file and available for public inspection in the District’s offices (the “Engineer’s Report”).

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the McKinleyville Community Services District does hereby:

1. Propose the formation of the Zone;
2. Preliminarily approves the Engineer’s Report and makes reference to the Engineer’s Report for a complete description of the boundaries of the Zone, of the nature of the Improvements, and of the amount of the proposed assessment against parcels in the Zone;
3. Sets March 6, 2024 at 6:00 pm as the time and place for a public hearing on the proposed assessment and the formation of the Zone (the “Hearing”);
4. Directs that notice of the Hearing be mailed to property owners within the Street Light Zone as required by Article XIIID, Section 4 of the California Constitution. Such notice shall include a protest ballot as required by Article XIIID, Section 4. Ballots will be accepted and tabulated pursuant to the rules attached hereto as EXHIBIT A.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on February 7, 2024 by the following polled vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Scott Binder, Board President

Attest:

Joey Blaine, Board Secretary

**McKinleyville Community Services District
PROCEDURES FOR THE COMPLETION, RETURN, AND TABULATION OF
ASSESSMENT BALLOTS**

I. Completion of Ballots

- **Who may complete a ballot**

An assessment ballot may be completed by the owner of the parcel to be assessed. As used in these Procedures, the term "owner" includes the owner's authorized representative. If the owner of the parcel is a partnership, joint tenancy, or tenancy in common, a ballot may be completed by any of the general partners, joint tenants, or tenants in common. Except as set forth below, only one ballot may be completed for each parcel.

- **Proportional assessment ballots**

If a parcel has multiple owners, any owner may request a proportional assessment ballot. If the ownership interest of the owner is not shown on the last equalized secured property tax assessment roll, such request must include evidence, satisfactory to the District, of the owner's proportional rights in the parcel. The District will provide the proportional ballot to the owner at the address shown on the assessment roll. Any request for a ballot to be mailed to another location must be made in writing and must include evidence, satisfactory to the District, of the identity of the person requesting the ballot. Each proportional ballot will be marked to show the date on which the ballot was provided, to identify it as a proportional ballot and to indicate the owner's proportional rights in the parcel. The District will keep a record of each proportional ballot provided to an owner.

- **Duplicate ballots**

If an assessment ballot is lost, withdrawn, destroyed or never received, the District will mail or otherwise provide a duplicate ballot to the owner upon receipt of a request in writing delivered to the District. The duplicate ballot will be marked to show the date on which the ballot was mailed or provided and to identify it as a duplicate ballot or a duplicate proportional ballot. The same procedure applies to duplicate ballots or duplicate proportional ballots which are lost, withdrawn, destroyed, or never received.

- **Marking and signing the ballot**

To complete an assessment ballot, the owner of the parcel must (1) stamp or mark the appropriate box supporting or opposing the proposed assessment, and (2) sign, under penalty of perjury, the statement on the ballot that the person completing the ballot is the owner of the parcel or the owner's authorized representative. Only one box may be stamped or marked on each ballot. Ballots must be completed in ink.

- **Only assessment ballots provided by the District will be accepted**

The District will only accept ballots mailed or otherwise provided to owners by the District.

II. Return of Ballots

- **Who may return ballots**

An assessment ballot may be returned by the owner of the parcel or by anyone authorized by the owner to return the ballot.

- **Where to return ballots**

Ballots may be mailed to the address indicated on the ballot. The District has provided return postage on the ballot.

Ballots may also be delivered in person to the District's offices, (prior to 4:30 p.m. on the date scheduled for the public hearing on the proposed assessment), or delivered to the District General Manager at the public hearing on the proposed assessment.

- **When to return ballots**

All returned ballots must be received by the District prior to the time the Board of Directors closes the public input portion of the public hearing on the proposed assessment. The public input portion of the public hearing may be continued from time to time. District staff will endorse on each ballot the date of its receipt.

Mailed ballots will only be counted if the ballots are received by the District prior to the conclusion of the public input portion of the public hearing. The District makes no representation as to whether the public input portion of the public hearing will be concluded on the date scheduled for commencement of the public hearing or continued to a later date.

- **Withdrawal of assessment ballots**

After returning an assessment ballot to the District, the person who signed the ballot may withdraw the ballot by submitting a written statement to the District directing the District to withdraw the ballot. Such statement must be received by the District prior to the close of the public input portion of the public hearing on the proposed assessment. When ballots for the assessment are tabulated, the District will segregate withdrawn ballots from all other returned ballots. The District will retain all withdrawn ballots and will indicate on the face of such withdrawn ballots that they have been withdrawn.

If any ballot has been withdrawn, the person withdrawing the ballot may request a duplicate ballot.

- **Changes to assessment ballots**

In order to change the contents of a ballot that has been submitted, the person who has signed that ballot may (1) request that such ballot be withdrawn, (2) request that a duplicate ballot be issued, and (3) return the duplicate ballot fully completed. Each of these steps must be completed according to the procedures set forth above.

III. Tabulation of Ballots

- **Which assessment ballots will be counted**

Only ballots which are completed and returned in compliance with these procedures will be counted. Ballots received by the District after the close of the public input portion of the public hearing on the proposed assessment will not be counted. Ballots which are not signed by the owner will not be counted. Ballots with no boxes marked, or with more than one box marked, will not be counted. Ballots withdrawn in accordance with these procedures will not be counted.

The District will keep a record of each proportional or duplicate ballot mailed or otherwise provided to an owner and will verify, prior to counting any duplicate ballot, that only one ballot has been returned for the parcel (or for the owner in the case of proportional ballots).

The following rules will apply if more than one countable ballot for a parcel (or owner) has been returned. If a non-duplicate ballot has been returned, the District will count the non-duplicate ballot and disregard all duplicate ballots. If only duplicate ballots have been returned, the District will count the earliest provided duplicate ballot and disregard the later provided duplicate ballots. If an owner returns both a non-proportional ballot and a proportional ballot, the District will count the proportional ballot and disregard the non-proportional ballot.

- **When and where ballots will be tabulated**

The tabulation of ballots will be performed, in view of those present, at the public hearing following the close of the public input portion of the public hearing. The public hearing may be continued from time to time for the purpose of tabulating ballots. Ballots will not be unsealed until the tabulation begins.

- **How ballots will be tabulated**

Ballots may be counted by hand, by computer or by any other tabulating device.

Ballots will be tabulated by adding the ballots submitted in opposition to the assessment and adding the ballots submitted in favor of the assessment. Ballots shall be weighted according to the proportional financial obligation of the affected property; provided, however, that proportional ballots shall be weighted in accordance with the respective ownership interests of each proportional ballot submitted. If one or more proportional ballots are returned for a parcel and a non-proportional ballot is returned for the parcel, the non-proportional ballot will either be disregarded (if the same owner has returned a proportional ballot) or treated as a proportional ballot (if the same owner has not returned a proportional ballot).

- **Who will tabulate ballots**

Ballots will be tabulated by the District General Manager or some other impartial person designated by the Board of Directors who does not have a vested interest in the outcome of the proposed assessment. The District General Manager or the other designated person may be assisted by any of the staff and consultants of the District.

- **Results of tabulation**

The results of the tabulation will be announced following the completion of the tabulation and entered in the minutes of the Board of Directors meeting. If ballots submitted in opposition to the proposed assessment exceed the ballots submitted in favor of the proposed assessment (as tabulated above), the assessment will not be imposed.

- **Disclosure of Ballots**

During and after the tabulation, the assessment ballots shall be treated as disclosable public records and be equally available for inspection by the proponents and opponents of the proposed assessment.

IV. Resolution of Disputes

In the event of a dispute regarding whether the signer of a ballot is the owner of the parcel to which the ballot applies, the District will make such determination from the last equalized assessment roll and any evidence of ownership submitted to the District prior to the conclusion of the public hearing. The District will be under no duty to obtain or consider any other evidence as to ownership of property and its determination of ownership will be final and conclusive.

In the event of a dispute regarding whether the signer of a ballot is an authorized representative of the owner of the parcel, the District may rely on the statement on the ballot signed under penalty of perjury that the person completing the ballot is the owner's authorized representative and any evidence submitted to the District prior to the conclusion of the public hearing. The District will be under no duty to obtain or consider any other evidence as to whether the signer of the ballot is an authorized representative of the owner and its determination will be final and conclusive.

V. Public Record

During and after tabulation, all ballots are public records.

VI. Further Information

For further information, contact MCSD at 707-839-3251.

ENGINEER'S REPORT
WASHINGTON TERRACE SUBDIVISION STREET LIGHTING ZONE # 105
DEVELOPER INITIATED STREET LIGHTING ZONE

This report outlines a proposed Street Lighting Zone for the **WASHINGTON TERRACE Subdivision**. The site plan, which constitutes a map of the Zone and delineates the boundaries of the Zone, is attached hereto as **Exhibit A**, and incorporated herein by reference.

The facilities to be operated, maintained, and serviced, include ALL streetlights within the subdivision.

Exhibit A – SITE PLAN

The site plan shows the approximate locations of the facilities included in the Zone. All facilities are to be constructed to specifications of the County of Humboldt and the McKinleyville Community Services District.

All residential lots within the Zone will equally share the cost of utilities, maintenance and overhead for the facilities. There are **40** residential lots within the Zone.

Exhibit B – COST ESTIMATE

The cost estimate attached and incorporated herein by reference details the current estimated costs and expenses for utilities, maintenance and overhead of the streetlights in the Zone.

Present monthly costs per lot are summarized as follows:

\$3.93 per month (1/40 share) of the estimated cost for utilities,
maintenance, and overhead

\$0.50 per month charge for administrative fees

\$4.43 total assessment per lot per month

The cost estimate is a determination of the cost of the special benefit to each parcel within the Zone from the operation, maintenance and servicing of the street lighting facilities shown on the site plan. Street lighting facilities specially benefit assessed parcels by (i) providing security lighting for the fronts of parcels, (ii) lighting sidewalks used to access the parcels, and (iii) lighting street parking areas adjacent to the parcels.

There is no general benefit from the facilities because the assessed parcels constitute all of the residential parcels within the geographically distinct subdivision that constitutes

the Zone. It is unlikely that persons not associated with assessed parcels will make use of the facilities because (i) The Zone is an isolated residential subdivision, which can be anticipated to have little pass-through traffic at night, and (ii) the facilities are low-level lighting and are not designed to provide substantial lighting to travel lanes. Parcels outside of the Zone are in a different geographically distinct area, served by different facilities, and are not illuminated by the facilities in this Zone. Furthermore, the streetlights are geographically disbursed within the Zone, and will be built along with each residential phase, meaning that each assessed parcel will have essentially equal proximity to (and special benefit from) improvements regardless of the parcel's location within the Zone.

The assessed parcels are planned as single-family residential parcels, of roughly similar size, meaning that each parcel will receive an equal share of the special benefit. The parcels in the Zone that are not in residential use constitute homeowner association parcels that serve the residential parcels. Homeowner association parcels are commonly owned by the owners of residential parcels and therefore are not separately assessed.

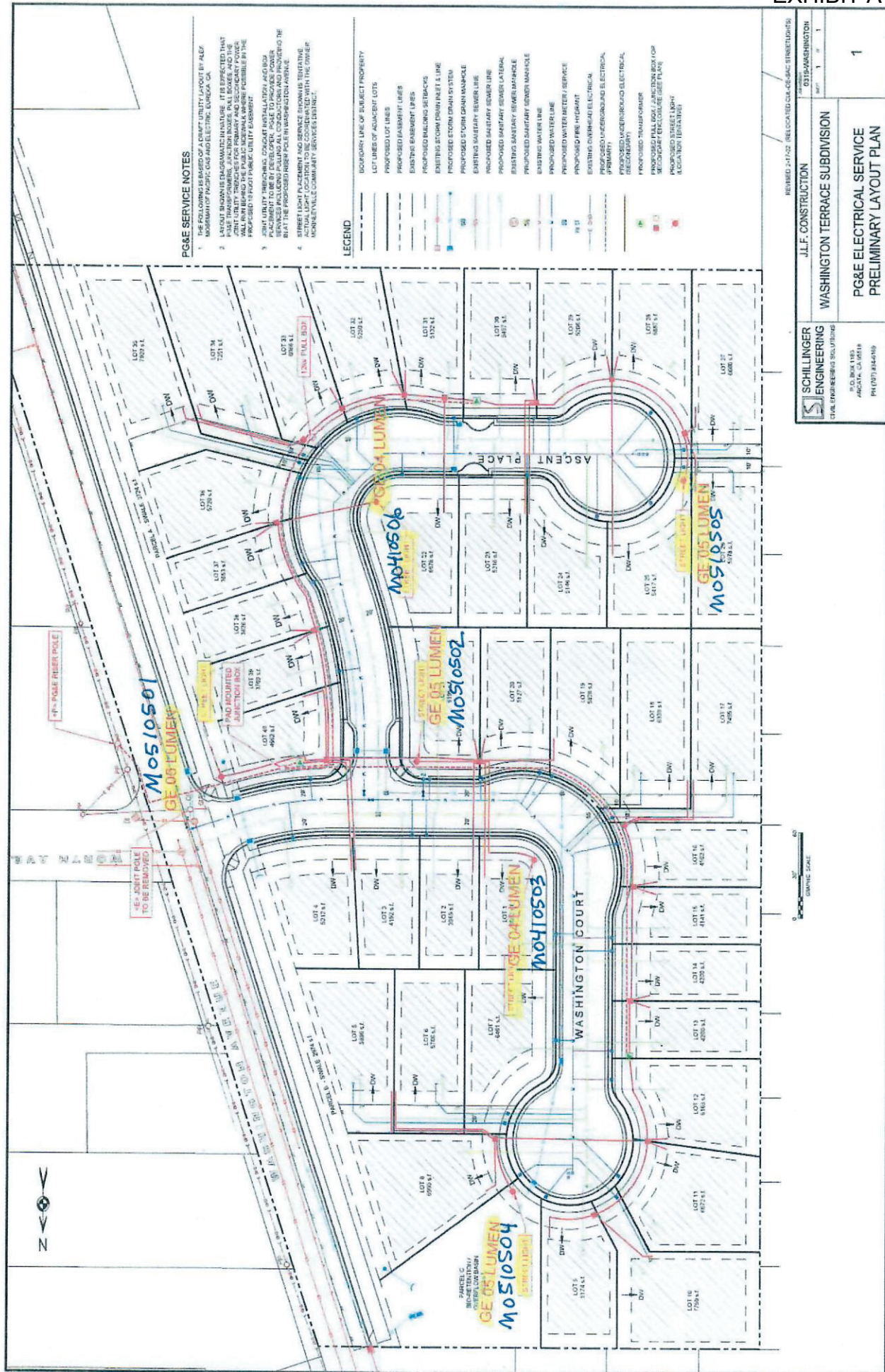
The total assessment per lot per month is estimated in 2024 dollars. This monthly assessment (aside from the fifty-cent administrative fee) may be adjusted annually, beginning **July 1st 2025**, to reflect the change in prices as set forth in the California Department of Finance's "Price and Population" calculation. However, in no event will the assessment per lot be increased higher than the upcoming year's total expected cost of utilities, maintenance, and overhead divided by the number of parcels subject to the assessment.

The assessment will be collected on the water/sewer bill and administered pursuant to Regulation 56 of the District.



Signed 1-16-24

*MSD STREET LIGHT NUMBERING
1-12-24 J.S.*



PG&E SERVICE NOTES

1. THE FOLLOWING IS BASED ON A DRAFT UTILITY LAYOUT BY AEE/ MASONRY OF PUBLIC GAS AND ELECTRIC, LONGHORN, CA.
2. LAYOUT SHOWN IS UNGUARANTEED IN NATURE. IT IS EXPECTED THAT JOINT UTILITY TROUBLE SHOOTING AND SECONDARY POWER ANALYSIS WILL BE REQUIRED TO VERIFY THE LOCATION AND DEPTH OF ALL PROPOSED OR EXISTING UTILITY PLACEMENT.
3. JOINT UTILITY TROUBLE SHOOTING COORDINATION AND POWER PLACEMENT TO BE BY DEVELOPER. POSE TO PROVIDE POWER SERVICES INCLUDING PULLING ALL CONDUITS AND PROVIDING THE BULKHEADS IN ACCORDANCE WITH ALL REGULATIONS AND THE ACTUAL LIGHT LOCATIONS TO BE COORDINATED WITH THE OWNER MONTEVILLO COMMUNITY SERVICES DISTRICT.

LEGEND

- BOUNDARY LINE OF SUBJECT PROPERTY
- LOT LINES OF ADJACENT LOTS
- PROPOSED LOT LINES
- PROPOSED BARRIERS LINES
- EXISTING BARRIERS LINES
- PROPOSED BULKHEAD SETBACKS
- EXISTING STORM DRAIN INLET & LINE
- PROPOSED STORM DRAIN SYSTEM
- PROPOSED STORM DRAIN MANHOLE
- EXISTING SANITARY SEWER LINE
- PROPOSED SANITARY SEWER LATERAL
- EXISTING SANITARY SEWER MANHOLE
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- PROPOSED WATER METER SERVICE
- PROPOSED FIRE HYDRANT
- EXISTING OVERHEAD ELECTRICAL
- PROPOSED UNDERGROUND ELECTRICAL
- PRIMARY
- PROPOSED UNDERGROUND ELECTRICAL
- SECONDARY
- PROPOSED TRANSFORMER
- PROPOSED FILL BOX / JUNCTION BOX (OR
- PROPOSED STREET LIGHT
- PROPOSED STREET LIGHT
- LEGACY (REMOVED)

SCHILLING ENGINEERING CIVIL ENGINEERING SOLUTIONS P.O. BOX 1185 ARCADIA, CA 91709 PH: (951) 834-6100		J.L.F. CONSTRUCTION WASHINGTON TERRACE SUBDIVISION PG&E ELECTRICAL SERVICE PRELIMINARY LAYOUT PLAN	1
REVISION: 24-12-2024 RELOCATED CURB-SIDE STREET LIGHTS		0318 WASHINGTON SHEET 1 OF 1	

Street Light Zone #105 Management Plan 2024- 2025 - Washington Terrace Subdivision

Proposed Number of Subdivision Lots **Project**
40 Washington Terrace Subdivision

Street Light Count **Comments**
6 Street Light Count in Above Project / Zone
413 Total Street Light Count for MCS D

Electrical Rates **Period** **Comments**
\$16,269.00 \$/Year This was based on FY 2018/19 Total Cost for all fixtures per MCS D
\$1,355.75 \$/Month Equals total yearly cost above divided by 12

Direct Costs

Equipment/Labor/Material	Rate	Life Cycle (Months)	Visits or Replacement (Per Lifecycle)	Monthly Charge	Comments
Current Actual Average Energy Cost per Streetlight	\$3.28			\$3.28	This is the monthly electrical cost per street light
Current Actual Pole Replacement Cost	\$2,700.00	360		\$7.50	Assuming 30 year lifecycle per street light
Actual Loaded Labor for .5 hours	\$33.69		2	\$0.28	Assumed visits per street light per 20 year lifecycle
Actual Boom Truck cost .5 hour visit	\$47.00		2	\$0.39	Cost per Caltrans 2023 Equipment Rates
Actual Average Photo Cell Cost	\$17.50		2	\$0.15	Assumed replacements per street light per 20 year lifecycle
Current Average LED Light Fixture Cost	\$474.00	240		\$1.98	Assuming 20 year lifecycle per street light
Pole Inspections	\$128.11		3	\$1.07	Assumed visits per street light per 30 year lifecycle
Total Monthly Direct Cost				\$14.64	Per Street light in above project / zone

Indirect Costs

Description	Rate Annual		Monthly Charge	Comments
Admin/Billing Labor Costs per month	\$3,470.00		\$8.40	This is the monthly cost per street light (actual budget per 005)
Overhead/Fixed Costs (Insurance, etc.)	\$1,293.00		\$3.13	This is the monthly cost per street light (actual budget per 005)
Total Monthly Indirect Cost			\$11.53	Per Street light in above project / zone

Total Cost per Street Light \$26.18 per month
Total Cost for SLZ # 105 \$157.06 per month for all street lights in zone
Total monthly cost per lot for SLZ # 105 \$3.93 per month

EXHIBIT B

McKinleyville Community Services District

BOARD OF DIRECTORS

February 7, 2024

TYPE OF ITEM: **ACTION**

ITEM: E.3 **Consider Approval of Resolution 2024-05 Initiating the Formation of Washington Terrace Subdivision Open Space Maintenance Zone (OSMZ) #28 and Resolution 2024-06 Executing a Certificate Acceptance of the Quitclaim Deed for Open Space Maintenance Zone (OSMZ) #28**

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

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends that the Board review the Engineer’s Report (**Attachment 1**) and approve Resolution 2024-05 (**Attachment 2**) for approval to initiate the formation of the Washington Terrace Open Space Maintenance Zone #28.

Staff further recommends the Board review Resolution 2024-06 (**Attachment 3**) approving the Certificate of Acceptance of the Quitclaim Deed from J.L.F Construction to acquire the property associated with OSMZ #28 and authorize the Board President to any necessary documents.

Discussion:

J.L.F Construction (“the developer”) developed the forty (40) lot Washington Terrace Subdivision. J.L.F Construction represents a majority of the property owners within the proposed Street Lighting Zone and is required to form an assessment zone as a condition of development. The subdivision is currently under development, and J.L.F Construction requests the OSMZ be formed by the District, but at this time has requested MCSD delay in assuming the responsibilities of maintenance for the OSMZ (and charging OSMZ fees) until after some of the subdivision lots are sold. The OSMZ allows the District to perform the role of maintaining the OSMZ after the developer has constructed the improvements to District standards and has dedicated the completed facilities to the District.

Attachment 1, includes a stamped Engineer’s Report detailing the expected monthly costs for the assessment district (Exhibit B of Engineer’s Report), and site plan showing approximate location (Exhibit A of Engineer’s Report). **Attachment 2** is draft **Resolution 2024-05** initiating the process for the formation of the OSMZ. Pursuant to Proposition 218, the process will

include preparation of an Engineer's Report and ballot. The Engineer's Report and ballot will be mailed to the developer, as majority owner of the properties included in the proposed Open Space Maintenance Zone. The OSMZ formation public hearing will be scheduled for the March 6, 2024 District Board Meeting if the Board approves **Resolution 2024-05**.

Attachment 3 is draft **Resolution 2024-06** approving the Certificate of Acceptance of the Quitclaim Deed from J.L.F Construction accepting Parcels A, B, C which will comprise a portion of OSMZ #28 (see **Attachment 4**.) Upon approval, the Quitclaim Deed and the Certificate of Acceptance will be recorded with the Humboldt County Recorder's office.

Staff will post notice of the Hearing and will mail notice to the developer. The Board should note that this is NOT a protest hearing.

Alternatives:

Staff's analysis includes the following potential alternative:

- Take no action

Fiscal Analysis:

The Engineer's Report designates the expenses for maintenance, insurance and administration of the zone to the owners of the property within the proposed zone. A monthly administrative fee for the District's estimated administration cost for billing is included in the cost division formula.

It should be noted that the Engineer's Report utilizes a fully loaded hourly rate (\$65/hr) that will allow the District to contract out the maintenance if required. The existing Parks & Recreation Maintenance Staff are already stretched to their limit and beyond handling existing maintenance duties.

Environmental Requirements:

Not applicable

Exhibits/Attachments

- Attachment 1 – Washington Terrace Engineer's Report
- Attachment 2 – Resolution 2024-05 w/ Exhibit A
- Attachment 3 – Resolution 2024-06 w/ Exhibit A
- Attachment 4 – Washington Terrace Subdivision Recorded Final Map

ENGINEER'S REPORT

WASHINGTON TERRACE SUBDIVISION **OPEN SPACE MAINTENANCE ZONE #** **DEVELOPER INITIATED OPEN SPACE MAINTENANCE ZONE**

This report outlines a proposed Open Space Maintenance Zone for the **WASHINGTON TERRACE SUBDIVISION**. The site plan, which constitutes a map of the Zone and delineates the boundaries of the Zone, is attached hereto as **Exhibit A**, and incorporated herein by reference.

The facilities to be maintained include the following:

- Stormwater vegetated swales and a stormwater detention basin located in the subdivision and identified as Parcel's A, B, or C respectively, on the subdivision map on-file in the Recorder's Office in the County of Humboldt as Tract No._____, recorded _____, 202_, in Book __ of Maps, Pages ___-___, and as shown hereto on **Exhibit A**.
- Area A and Area B landscape and buffer strips adjacent to the trail fronting Washington Avenue, and stormwater planters identified as Area's C, D, E, and F along Ascent Place, as shown hereto on **Exhibit A**.
- Excluded from maintenance by this zone is the landscaping within the residential lots in the subdivision along Washington Court and Ascent Place, between the curb and sidewalk, which will be the responsibility of the individual lot owners fronting each segment.

Exhibit A – SITE PLAN

The site plan shows the approximate location of the facilities included in the Zone. All facilities are to be maintained to specifications of the County of Humboldt and the McKinleyville Community Services District.

All residential lots within the Zone will equally share the cost of maintenance and overhead for the facilities. There are **40** residential lots within the Zone.

Exhibit B – COST ESTIMATE

The cost estimate, attached and incorporated herein by reference, details the current estimated costs and expenses for maintenance of the Zone.

Present monthly costs per lot are summarized as follows:

\$13.50 per month (1/40 share) of the estimated cost for maintenance, insurance, and inspection.

\$0.50 per month charge for Administrative Fees

\$14.00 total assessment per lot per month

The cost estimate is a determination of the cost of the special benefit to each parcel within the Zone from the operation and maintenance of the facilities shown on the site plan. The stormwater vegetated swales, detention basin, and stormwater planters, permit the orderly and safe drainage of stormwater from the stormwater system serving the assessed parcels in the subdivision along with providing stormwater quality benefits. Furthermore, the stormwater vegetated swales, detention basin, and stormwater planters provide open space to the assessed parcels.

Maintenance in the Zone will require 16 visits per year, for a total of 80 hours of effort. This includes once per month visits between August – March, and two visits per month in April – July. Maintenance in the Zone is anticipated to require the following:

Parcel A & B

- Mowing or string trimming the stormwater vegetated swales.
- Removing debris from the rock check dams in the swales.
- Removing debris from the storm drain overflow structures exiting the swales.

Parcel C

- Mowing or string trimming the top and side slopes of the basin.
- Weeding invasive species from the pond bottom (Native plantings placed for stormwater treatment to remain).
- Removing debris from the storm drain inlet pipes and basin outlet structure.
- Repairing the basin perimeter fence as required.

Area's A & B

- Weeding the landscape strips fronting Washington Avenue.
- Mowing the buffer areas between the stormwater vegetated swales and concrete pedestrian trail.

Area's C, D, E, & F

- Weeding invasive species from the stormwater planters (Native plantings placed for stormwater treatment to remain).
- Removing debris from around the exposed portions of the underdrain pipe system including cleanout risers and overflow beehive grates in the stormwater planters.

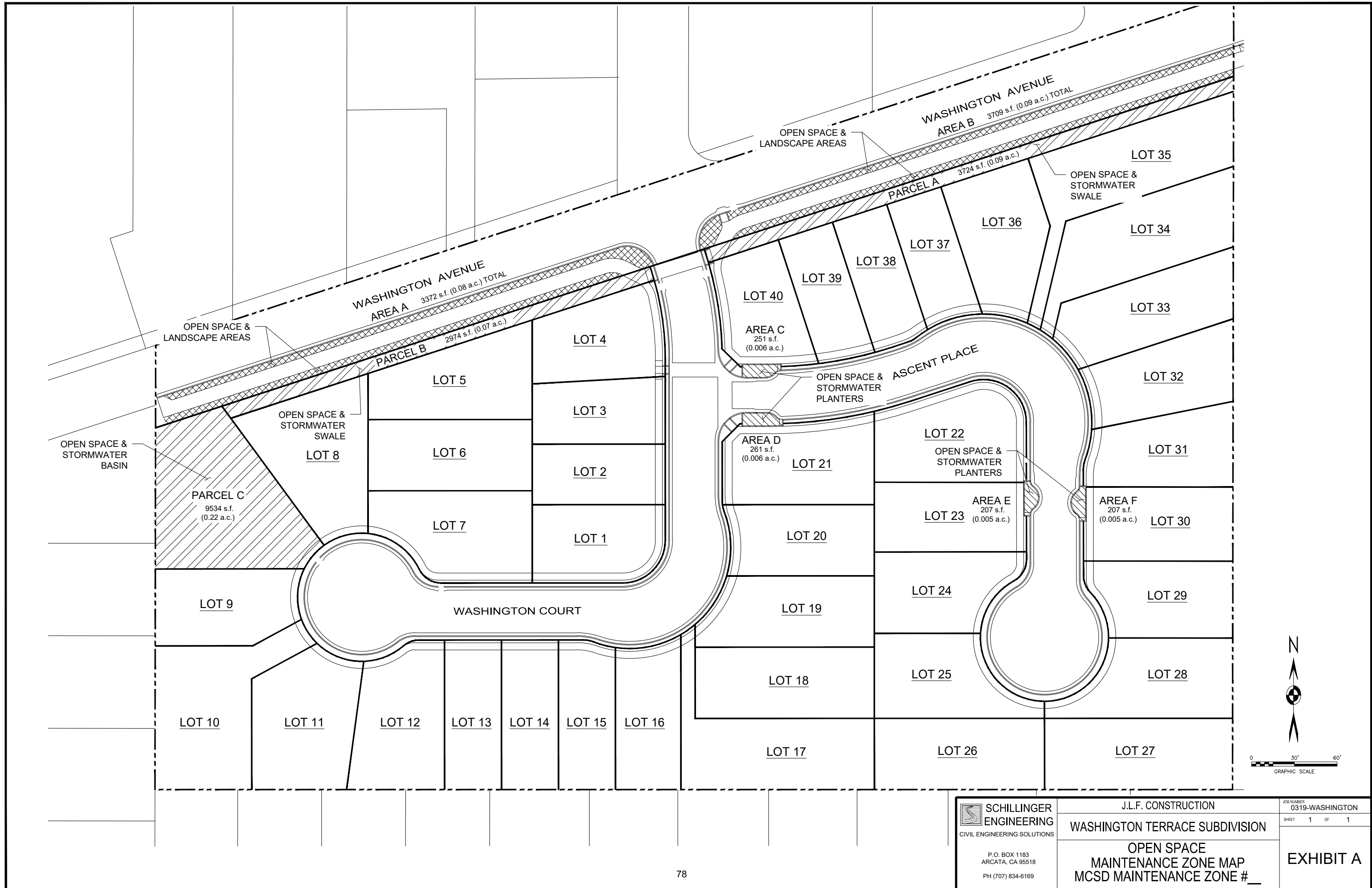
There is no general benefit from the facilities because the assessed parcels constitute all of the residential parcels within the geographically distinct subdivision that constitutes the Zone. Parcels outside of the Zone are in a different geographically distinct area, served by different facilities. Thus, each assessed parcel in the subdivision will have essentially equal proximity to (and special benefit from) improvements regardless of the parcel's location within the Zone. Lastly, the assessed parcels are planned as single-family residential parcels, of roughly similar size, meaning that each parcel will receive an equal share of the special benefit.

The total assessment per lot per month is estimated in 2023 dollars. This monthly assessment (aside from the fifty-cent administrative fee) may be adjusted annually, beginning **July 1st, 2024**, to reflect the change in prices as set forth in the California Department of Finance's "Price and Population" calculation. However, in no event will the assessment per lot be increased higher than the upcoming year's total expected cost of maintenance, insurance, administrative, and inspection divided by the number of parcels subject to the assessment.

The assessment will be collected on the water/sewer bill and administered pursuant to Regulation 73 of the District.



11-02-23



SCHILLINGER ENGINEERING
 CIVIL ENGINEERING SOLUTIONS
 P.O. BOX 1183
 ARCATA, CA 95518
 PH (707) 834-6169

J.L.F. CONSTRUCTION
 WASHINGTON TERRACE SUBDIVISION
 OPEN SPACE
 MAINTENANCE ZONE MAP
 MCSD MAINTENANCE ZONE # __

JOB NUMBER
 0319-WASHINGTON
 SHEET 1 OF 1
EXHIBIT A

EXHIBIT B

**WASHINGTON TERRACE SUBDIVISION
OPEN SPACE MAINTENANCE ZONE #___
MAINTENANCE COST ESTIMATE**

<u>Item Description</u>	<u>Annual Cost</u>
Washington Parcel's A & B (Vegetated Swales)	\$5200.00
Washington Parcel C (Stormwater Basin)	
Washington Area's A & B (Landscape & Buffer Strips)	
Washington Area's C, D, E, & F (Stormwater Planters)	
Insurance (Lump Sum Annual Cost)	\$500.00
Admin & Inspection (\$75/hr x 10hrs/yr)	\$750.00
<hr/>	
Total Annual Cost:	\$6450.00
Annual Cost per Lot @ 40 Total Lots:	\$161.25
Subtotal Assessment / Lot / Month:	\$13.44
Administrative Fee / Lot / Month:	\$0.50
<u>Total Assessment / Lot / Month (Call): \$14.00</u>	

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RESOLUTION 2024-05

**A RESOLUTION OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
INITIATING THE WASHINGTON TERRACE OPEN SPACE ZONE #28**

WHEREAS, J.L.F. Construction, the developer of the Washington Terrace Subdivision, is required to form an Open Space Maintenance Zone to pay for the administration and maintenance of stormwater vegetated swales and a stormwater detention basin located in the subdivision and identified as Parcel's A, B, or C respectively as shown in the Engineer's Report, as well as Area A and Area B landscape and buffer strips adjacent to the trail fronting Washington Avenue, and stormwater planters identified as Area's C, D, E, and F along Ascent Place, as shown in the Engineer's Report.

WHEREAS, Section 61122 of the California Government Code authorizes the District to levy benefit assessments for operations and maintenance consistent with the requirements of Article XIII D of the California Constitution; and

WHEREAS, Article 7 of the District's Rules and Regulations authorizes the formation of Open Space Maintenance Zones as a manner of exercising the District's authority under Section 61122 of the California Government Code; and

WHEREAS, The District Board desires to form an Open Space Maintenance Zone, designated as Washington Terrace Subdivision Open Space Maintenance Zone #28 (the "Zone") and comprised of the parcels within the Subdivision, to fund the operation and maintenance of the improvements through the levy of an assessment (the "Assessment"); and

WHEREAS, a Draft Engineer's Report for the Zone has been filed with the District Board and is on file and available for public inspection in the District's offices (the "Engineer's Report").

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the McKinleyville Community Services District does hereby:

1. Propose the formation of the Zone;
2. Preliminarily approves the Engineer's Report and makes reference to the Engineer's Report for a complete description of the boundaries of the Zone, of the nature of the Improvements, and of the amount of the proposed assessment against parcels in the Zone;
3. Sets March 6, 2024 at 6:00 pm as the time and place for a public hearing on the proposed assessment and the formation of the Zone (the "Hearing");
4. Directs that notice of the Hearing be mailed to property owners within the Street Light Zone as required by Article XIID, Section 4 of the California Constitution. Such notice shall include a protest ballot as required by Article XIID, Section 4. Ballots will be accepted and tabulated pursuant to the rules attached hereto as EXHIBIT A.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on February 7, 2024 by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Scott Binder, Board President

Attest:

Joey Blaine, Board Secretary

**McKinleyville Community Services District
PROCEDURES FOR THE COMPLETION, RETURN, AND TABULATION OF
ASSESSMENT BALLOTS**

I. Completion of Ballots

- **Who may complete a ballot**

An assessment ballot may be completed by the owner of the parcel to be assessed. As used in these Procedures, the term "owner" includes the owner's authorized representative. If the owner of the parcel is a partnership, joint tenancy, or tenancy in common, a ballot may be completed by any of the general partners, joint tenants, or tenants in common. Except as set forth below, only one ballot may be completed for each parcel.

- **Proportional assessment ballots**

If a parcel has multiple owners, any owner may request a proportional assessment ballot. If the ownership interest of the owner is not shown on the last equalized secured property tax assessment roll, such request must include evidence, satisfactory to the District, of the owner's proportional rights in the parcel. The District will provide the proportional ballot to the owner at the address shown on the assessment roll. Any request for a ballot to be mailed to another location must be made in writing and must include evidence, satisfactory to the District, of the identity of the person requesting the ballot. Each proportional ballot will be marked to show the date on which the ballot was provided, to identify it as a proportional ballot and to indicate the owner's proportional rights in the parcel. The District will keep a record of each proportional ballot provided to an owner.

- **Duplicate ballots**

If an assessment ballot is lost, withdrawn, destroyed or never received, the District will mail or otherwise provide a duplicate ballot to the owner upon receipt of a request in writing delivered to the District. The duplicate ballot will be marked to show the date on which the ballot was mailed or provided and to identify it as a duplicate ballot or a duplicate proportional ballot. The same procedure applies to duplicate ballots or duplicate proportional ballots which are lost, withdrawn, destroyed, or never received.

- **Marking and signing the ballot**

To complete an assessment ballot, the owner of the parcel must (1) stamp or mark the appropriate box supporting or opposing the proposed assessment, and (2) sign, under penalty of perjury, the statement on the ballot that the person completing the ballot is the owner of the parcel or the owner's authorized representative. Only one box may be stamped or marked on each ballot. Ballots must be completed in ink.

- **Only assessment ballots provided by the District will be accepted**

The District will only accept ballots mailed or otherwise provided to owners by the District.

II. Return of Ballots

- **Who may return ballots**

An assessment ballot may be returned by the owner of the parcel or by anyone authorized by the owner to return the ballot.

- **Where to return ballots**

Ballots may be mailed to the address indicated on the ballot. The District has provided return postage on the ballot.

Ballots may also be delivered in person to the District's offices, (prior to 4:30 p.m. on the date scheduled for the public hearing on the proposed assessment), or delivered to the District General Manager at the public hearing on the proposed assessment.

- **When to return ballots**

All returned ballots must be received by the District prior to the time the Board of Directors closes the public input portion of the public hearing on the proposed assessment. The public input portion of the public hearing may be continued from time to time. District staff will endorse on each ballot the date of its receipt.

Mailed ballots will only be counted if the ballots are received by the District prior to the conclusion of the public input portion of the public hearing. The District makes no representation as to whether the public input portion of the public hearing will be concluded on the date scheduled for commencement of the public hearing or continued to a later date.

- **Withdrawal of assessment ballots**

After returning an assessment ballot to the District, the person who signed the ballot may withdraw the ballot by submitting a written statement to the District directing the District to withdraw the ballot. Such statement must be received by the District prior to the close of the public input portion of the public hearing on the proposed assessment. When ballots for the assessment are tabulated, the District will segregate withdrawn ballots from all other returned ballots. The District will retain all withdrawn ballots and will indicate on the face of such withdrawn ballots that they have been withdrawn.

If any ballot has been withdrawn, the person withdrawing the ballot may request a duplicate ballot.

- **Changes to assessment ballots**

In order to change the contents of a ballot that has been submitted, the person who has signed that ballot may (1) request that such ballot be withdrawn, (2) request that a duplicate ballot be issued, and (3) return the duplicate ballot fully completed. Each of these steps must be completed according to the procedures set forth above.

III. Tabulation of Ballots

- **Which assessment ballots will be counted**

Only ballots which are completed and returned in compliance with these procedures will be counted. Ballots received by the District after the close of the public input portion of the public hearing on the proposed assessment will not be counted. Ballots which are not signed by the owner will not be counted. Ballots with no boxes marked, or with more than one box marked, will not be counted. Ballots withdrawn in accordance with these procedures will not be counted.

The District will keep a record of each proportional or duplicate ballot mailed or otherwise provided to an owner and will verify, prior to counting any duplicate ballot, that only one ballot has been returned for the parcel (or for the owner in the case of proportional ballots).

The following rules will apply if more than one countable ballot for a parcel (or owner) has been returned. If a non-duplicate ballot has been returned, the District will count the non-duplicate ballot and disregard all duplicate ballots. If only duplicate ballots have been returned, the District will count the earliest provided duplicate ballot and disregard the later provided duplicate ballots. If an owner returns both a non-proportional ballot and a proportional ballot, the District will count the proportional ballot and disregard the non-proportional ballot.

- **When and where ballots will be tabulated**

The tabulation of ballots will be performed, in view of those present, at the public hearing following the close of the public input portion of the public hearing. The public hearing may be continued from time to time for the purpose of tabulating ballots. Ballots will not be unsealed until the tabulation begins.

- **How ballots will be tabulated**

Ballots may be counted by hand, by computer or by any other tabulating device.

Ballots will be tabulated by adding the ballots submitted in opposition to the assessment and adding the ballots submitted in favor of the assessment. Ballots shall be weighted according to the proportional financial obligation of the affected property; provided, however, that proportional ballots shall be weighted in accordance with the respective ownership interests of each proportional ballot submitted. If one or more proportional ballots are returned for a parcel and a non-proportional ballot is returned for the parcel, the non-proportional ballot will either be disregarded (if the same owner has returned a proportional ballot) or treated as a proportional ballot (if the same owner has not returned a proportional ballot).

- **Who will tabulate ballots**

Ballots will be tabulated by the District General Manager or some other impartial person designated by the Board of Directors who does not have a vested interest in the outcome of the proposed assessment. The District General Manager or the other designated person may be assisted by any of the staff and consultants of the District.

- **Results of tabulation**

The results of the tabulation will be announced following the completion of the tabulation and entered in the minutes of the Board of Directors meeting. If ballots submitted in opposition to the proposed assessment exceed the ballots submitted in favor of the proposed assessment (as tabulated above), the assessment will not be imposed.

- **Disclosure of Ballots**

During and after the tabulation, the assessment ballots shall be treated as disclosable public records and be equally available for inspection by the proponents and opponents of the proposed assessment.

IV. Resolution of Disputes

In the event of a dispute regarding whether the signer of a ballot is the owner of the parcel to which the ballot applies, the District will make such determination from the last equalized assessment roll and any evidence of ownership submitted to the District prior to the conclusion of the public hearing. The District will be under no duty to obtain or consider any other evidence as to ownership of property and its determination of ownership will be final and conclusive.

In the event of a dispute regarding whether the signer of a ballot is an authorized representative of the owner of the parcel, the District may rely on the statement on the ballot signed under penalty of perjury that the person completing the ballot is the owner's authorized representative and any evidence submitted to the District prior to the conclusion of the public hearing. The District will be under no duty to obtain or consider any other evidence as to whether the signer of the ballot is an authorized representative of the owner and its determination will be final and conclusive.

V. Public Record

During and after tabulation, all ballots are public records.

VI. Further Information

For further information, contact MCSD at 707-839-3251.

RESOLUTION 2024 – 06

**A RESOLUTION OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
AUTHORIZING THE ACCEPTANCE AND RECORDATION OF A QUITCLAIM DEED TO
REAL PROPERTY, WASHINGTON TERRACE PARCEL’S A, B, & C, LOCATED IN
MCKINLEYVILLE, CA**

WHEREAS, J L F CONSTRUCTION, INC., A CALIFORNIA CORPORATION (“Owner”), owns certain real property in the unincorporated area of the County of Humboldt, at/near the community of McKinleyville, California (Washington Terrace Parcels A, B, and C) (“Property”);

WHEREAS, Owner has executed a Quitclaim Deed conveying the Property to MCSD, a copy of which is attached hereto as “**Exhibit A**”, and MCSD agrees to accept the Quitclaim Deed from Owner, subject to the terms and conditions set forth in the Quitclaim Deed;

WHEREAS, The Property will be used for the purpose of providing drainage, open space, and access thereto, and for public purposes;

WHEREAS, Acquisition of the Property for park, recreation and open space is deemed categorically exempt under the California Environmental Quality Act, California Public Resources Code § 21000, et seq. (“CEQA”), pursuant to Title 14, Article 19, § 15325(f), of the California Code of Regulations (“CEQA Categorical Exemptions”).

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 and directs the board president to accept the quitclaim deed appended to this Resolution from the owner and cause it to be recorded in the official records of Humboldt County, California.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on February 7, 2024 by the following polled vote:

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

Scott Binder, Board President

Attest:

Joey Blaine, Board Secretary

RECORDING REQUESTED BY:

McKinleyville Community Services District
1656 Sutter Road
McKinleyville, CA 95519

Return to:

Same as above

This instrument is for the benefit of the County of Humboldt and is entitled to be recorded without fee. (Govt. Code 27383)

This Space for Recorder's Use Only

Quitclaim Deed

J L F CONSTRUCTION INC., A CALIFORNIA CORPORATION, does hereby release, remise and quitclaim forever to the MCKINLEYVILLE COMMUNITY SERVICES DISTRICT, a special district of the State of California, all of its right, title and interest in and to that certain real property situated in the County of Humboldt, State of California, recorded December 26, 2023, in Book 26 of Maps, Pages 18 - 21, document #2023-018256, Humboldt County Records, described as follows:

SEE LEGAL DESCRIPTION - EXHIBIT A ATTACHED HERETO AND MADE A PART THEREOF

Said parcels are subject to special assessments if any, restrictions, reservations, and easements of record.

Said parcels are subject to land use solely for the express purpose of providing drainage facilities, open space and access thereto, and for public purposes, pursuant to Government Code Section 25581.

Executed this _____ Day of _____, 2024

J L F CONSTRUCTION INC., A CALIFORNIA CORPORATION

By: _____

James L. Furtado, President

NOTARY 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 _____)

On _____ before me, _____ ,
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.

Signature _____

Printed Name _____

My Commission Expires _____

(Seal)

CERTIFICATE OF ACCEPTANCE OF AN INTEREST IN REAL PROPERTY BY THE
McKINLEYVILLE COMMUNITY SERVICES DISTRICT
(Government Code § 27281)

This is to certify that the interest in real property conveyed by the Quitclaim deed dated _____, 2024, from J L F Construction Inc., A California Corporation, to McKinleyville Community Services District, a special district of the State of California, is hereby accepted by the undersigned officer on behalf of the Board of Directors pursuant to authority conferred by resolution of said Board of Directors and the grantee consents to recordation thereof by its duly authorized officer.

ACCEPTED:

Scott Binder, Board President

Dated: _____

LEGAL DESCRIPTION

EXHIBIT A

All that real property situated in the portion of the Southwest Quarter of the Northeast Quarter of Section 6, Township 6 North, Range 1 East, Humboldt Meridian, described as follows:

PARCEL's A, B, and C, per Tract No. 676 (Washington Terrace Subdivision), as shown on the map thereof on file in the Recorder's Office in the County of Humboldt, recorded December 26th, 2023, in Book 26 of Maps, Pages 18 - 21.



Dated: 1/22/2024

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OWNER'S STATEMENT

THAT THE UNDERSIGNED, BEING THE PARTY HAVING A RECORD TITLE INTEREST IN THE REAL PROPERTY BEING SUBDIVIDED BY THIS MAP, DOES HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP AND TO THE DEDICATION OF THE EASEMENTS FOR THE PURPOSES SHOWN HEREON. THE EXPRESSED RIGHTS TO THE PUBLIC IN GENERAL AND TO THE SEVERAL UTILITY COMPANIES SHALL BE AND SHALL REMAIN INFERIOR TO THE SUPERIOR RIGHTS OF THE COUNTY OF HUMBOLDT.

J.L.F CONSTRUCTION INC. A CALIFORNIA CORPORATION BY JAMES L. FURTADO, PRESIDENT 12/12/2023 DATE

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA COUNTY OF Humboldt ON 12/12/2023 BEFORE ME, P. Nicholas, NOTARY PUBLIC,

PERSONALLY APPEARED James L. Furtado

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL SIGNATURE P. Nicholas PRINTED NAME P. Nicholas

MY PRINCIPAL PLACE OF BUSINESS IS IN Humboldt COUNTY MY COMMISSION EXPIRES March 27, 2027 OFFICIAL SEAL NOT REQUIRED

NON-COUNTY LANE NOTE

IF THE PRIVATE LANE OR LANES SHOWN ON THIS PLAN OF SUBDIVISION, OR ANY PART THEREOF, ARE TO BE ACCEPTED BY THE COUNTY FOR THE BENEFIT OF THE LOT OWNERS ON SUCH LANE RATHER THAN THE BENEFITS OF THE COUNTY GENERALLY, SUCH PRIVATE LANE OR LANES OR PARTS THEREOF SHALL FIRST BE IMPROVED AT THE SOLE COST OF THE AFFECTED LOT OWNER OR OWNERS, SO AS TO COMPLY WITH THE SPECIFICATIONS AS CONTAINED IN THE THEN-APPLICABLE SUBDIVISION REGULATIONS RELATING TO PUBLIC STREETS.

COUNTY DEDICATIONS

THOSE PORTIONS OF WASHINGTON COURT AND ASCENT PLACE, AS SHOWN HEREON LYING WITHIN THE BOUNDARIES OF THIS SUBDIVISION, ARE HEREBY IRREVOCABLY OFFERED FOR DEDICATION AS EASEMENTS TO THE COUNTY OF HUMBOLDT FOR PUBLIC ROAD PURPOSES.

THOSE PORTIONS OF WASHINGTON COURT AND ASCENT PLACE, AS SHOWN HEREON LYING WITHIN THE BOUNDARIES OF THIS SUBDIVISION, ARE PUBLIC UTILITY EASEMENTS HEREBY DEDICATED TO THE COUNTY OF HUMBOLDT FOR PUBLIC USE.

PARCELS A, B, & C AS SHOWN HEREON, ARE HEREBY IRREVOCABLY OFFERED FOR DEDICATION IN FEE TO THE COUNTY OF HUMBOLDT FOR DRAINAGE FACILITIES, AND ACCESS THERETO, TOGETHER WITH THE RIGHT TO CONVEY SAID PARCELS A, B, & C TO MCKINLEYVILLE COMMUNITY SERVICES DISTRICT, OR ITS SUCCESSOR. PURSUANT TO SECTION 66477.5 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA, THE FOLLOWING INFORMATION IS INCLUDED HEREIN:

- (1) SUBDIVIDER: JAMES L FURTADO, 3329 HALFWAY AVENUE, MCKINLEYVILLE, CA 95519 (2) DESCRIPTION OF DEDICATED PARCELS: PARCELS A, B, & C AS SHOWN HEREON. (3) THE COUNTY OF HUMBOLDT SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE COUNTY MAKES A DETERMINATION PURSUANT TO THIS SECTION THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OF ANY PORTION THEREOF IS NOT NEEDED FOR DRAINAGE FACILITIES OR PUBLIC UTILITIES, AS SPECIFIED IN SUBDIVISION (c) OF SAID SECTION 66477.5 OF THE GOVERNMENT CODE.

PARCEL D, AS SHOWN HEREON, IS A PEDESTRIAN EASEMENT (PED.) OF VARIABLE WIDTH (DIMENSIONS SHOWN ON SHEET 2), ALONG THE STREET FRONTAGES OF WASHINGTON COURT AND ASCENT PLACE, HEREBY IRREVOCABLE OFFERED FOR DEDICATION TO THE COUNTY OF HUMBOLDT FOR PUBLIC USE.

PARCEL E, AS SHOWN HEREON, IS A PUBLIC UTILITIES EASEMENT (P.U.E.) OF VARIABLE WIDTH (DIMENSIONS SHOWN ON SHEET 2), ALONG THE STREET FRONTAGES OF WASHINGTON COURT AND ASCENT PLACE, HEREBY DEDICATED TO THE COUNTY OF HUMBOLDT FOR PUBLIC UTILITIES.

PARCEL F, AS SHOWN HEREON OVER A PORTION OF LOT 12, LOT 13, LOT 30, LOT 31 & LOT 40, IS A PUBLIC UTILITIES EASEMENT (P.U.E.) OF VARIABLE WIDTH (DIMENSIONS SHOWN ON SHEET 2), HEREBY DEDICATED TO THE COUNTY OF HUMBOLDT FOR PUBLIC USE.

PARCEL G, AS SHOWN HEREON ADJOINING THE RIGHT OF WAY OF THE WEST SIDE OF WASHINGTON AVENUE (OVER PARCELS A, B, & C) & ALONG THE SIDE OF LOTS 1, 21, 22, & 40, IS A 1-FOOT WIDE NON-VEHICULAR ACCESS EASEMENT (1' N.V.A.) AND IS HEREBY DEDICATED TO THE COUNTY OF HUMBOLDT.

EASEMENTS CREATED BY THIS MAP

THOSE PORTIONS OF WASHINGTON COURT AND ASCENT PLACE AS SHOWN HEREON LYING WITHIN THE BOUNDARIES OF THIS SUBDIVISION, ARE EASEMENTS FOR INGRESS, EGRESS, AND PUBLIC UTILITIES HEREBY CREATED FOR THE BENEFIT OF ALL PARCELS / LOTS IN THE SUBDIVISION.

DUE TO ITS REJECTION AT THIS TIME AS A PUBLIC EASEMENT, PARCEL D IS HEREBY CREATED AS A PEDESTRIAN EASEMENT FOR THE BENEFIT OF ALL LOTS IN THE SUBDIVISION.

PARCEL H AS SHOWN HEREON OVER A PORTION OF LOT 7 & LOT 21, IS AN EASEMENT, FOR U.S. POSTAL BOX UNITS (NEIGHBORHOOD BOX UNITS, N.B.U.) FOR THE BENEFIT OF ALL LOTS IN THE SUBDIVISION.

PARCEL I, AS SHOWN HEREON OVER A PORTION OF LOT 5, LOT 6, & LOT 7 IS AN EASEMENT FOR INGRESS, EGRESS, DRAINAGE, & PUBLIC UTILITIES CREATED FOR THE BENEFIT OF LOT 5 & LOT 6.

PARCEL J, AS SHOWN HEREON OVER A PORTION OF LOT 17, LOT 18, & LOT 19 IS AN EASEMENT FOR INGRESS, EGRESS, DRAINAGE, & PUBLIC UTILITIES CREATED FOR THE BENEFIT OF LOT 17 & LOT 18.

PARCEL K, AS SHOWN HEREON OVER A PORTION OF LOT 25, LOT 26, LOT 27, & LOT 28 IS AN EASEMENT FOR INGRESS, EGRESS, DRAINAGE, & PUBLIC UTILITIES CREATED FOR THE BENEFIT OF LOT 26 & LOT 27.

PARCEL L, AS SHOWN HEREON OVER A PORTION OF LOT 34, & LOT 35 IS AN EASEMENT FOR INGRESS, EGRESS, DRAINAGE, & PUBLIC UTILITIES CREATED FOR THE BENEFIT OF LOT 34 & LOT 35.

TAX COLLECTOR'S CERTIFICATE

I, AMY CHRISTENSEN, TAX COLLECTOR OF HUMBOLDT COUNTY, CALIFORNIA, HEREBY CERTIFY THAT, ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THAT THERE ARE NO TAX LIENS CURRENTLY DUE AGAINST THE LAND WITHIN THIS SUBDIVISION OR PARCEL DESCRIPTION DESCRIBED AS ASSESSOR'S PARCEL NUMBER 508-242-044, FOR ANY UNPAID COUNTY TAXES OR SPECIAL ASSESSMENTS.

I FURTHER CERTIFY THAT TAXES OR ASSESSMENTS WHICH WILL BECOME A LIEN ON THE PROPERTY, BUT WHICH ARE NOT YET CURRENTLY DUE, ARE ESTIMATED AT \$4990.00 AND THAT A BOND IN THIS AMOUNT HAS BEEN COLLECTED AND DEPOSITED WITH THIS OFFICE ON BEHALF OF THE BOARD OF SUPERVISORS.

AMY CHRISTENSEN HUMBOLDT COUNTY TAX COLLECTOR BY: Shannon Wilson DEPUTY DATE: 12/12/23 PRINT NAME

CLERK OF THE BOARD STATEMENT

I, KATHY HAYES, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF HUMBOLDT, STATE OF CALIFORNIA, HEREBY CERTIFY THAT SAID BOARD OF SUPERVISORS, AT A MEETING HELD ON December 19, 2023, AT WHICH A QUORUM WAS PRESENT, APPROVED THE SUBDIVISION MAP. SAID BOARD ACCEPTED THOSE PARCELS OF LAND AND EASEMENTS AS OFFERED FOR DEDICATION FOR THE USES SET FORTH ON THE ACCOMPANYING SUBDIVISION MAP IN CONFORMITY WITH THE TERMS AND DEDICATIONS SUMMARIZED AS FOLLOWS:

- WASHINGTON COURT FOR PUBLIC UTILITY EASEMENT ASCENT PLACE FOR PUBLIC UTILITY EASEMENT PARCEL E FOR PUBLIC UTILITY EASEMENT PARCEL F FOR PUBLIC UTILITY EASEMENT PARCEL G FOR NON-VEHICULAR ACCESS EASEMENT SAID BOARD REJECTED THOSE PARCELS OF LAND AND EASEMENTS AS OFFERED FOR THE USES SET FORTH ON THE ACCOMPANYING SUBDIVISION MAP SUMMARIZED AS FOLLOWS: WASHINGTON COURT FOR PUBLIC ROAD PURPOSES ASCENT PLACE FOR PUBLIC ROAD PURPOSES PARCEL D FOR PEDESTRIAN EASEMENT PARCELS A, B, & C IN FEE TITLE FOR DRAINAGE FACILITY PURPOSES

KATHY HAYES CLERK OF THE BOARD OF SUPERVISORS BY: Nicole Turner DEPUTY DATE: 12-19-2023 PRINT NAME

DEVELOPMENT PLAN & GEOLOGIC REPORT NOTE

A NOTICE OF DEVELOPMENT PLAN AND GEOLOGIC REPORT FOR THE LOTS OF THIS SUBDIVISION HAS BEEN RECORDED. THE REFERENCE DOCUMENT IS ON FILE WITH THE HUMBOLDT COUNTY PLANNING DEPARTMENT UNDER FILE NO. APN 508-242-044, CASE NO. PLN-2020-16515.

COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION, AS SHOWN, IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL SUBDIVISION ORDINANCES OF THE COUNTY OF HUMBOLDT APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

Robert W. Bronkall 12/12/2023 DATE ROBERT W. BRONKALL, P.L.S. 7645 HUMBOLDT COUNTY SURVEYOR LICENSED LAND SURVEYOR ROBERT W. BRONKALL NO. 7645 STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JAMES L. FURTADO IN JANUARY 2023. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER, AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 2023, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. I HEREBY STATE THAT SAID SURVEY IS TRUE AND COMPLETE AS SHOWN.

Max A. Schillinger 12/12/2023 DATE MAX A. SCHILLINGER, P.L.S. 7969 LICENSED LAND SURVEYOR MAX A. SCHILLINGER No. 7969 STATE OF CALIFORNIA

COUNTY RECORDER'S STATEMENT

FILED THIS 26th DAY OF Dec., 20 23 AT M. IN BOOK 26 OF MAPS, AT PAGE(S) 18-21, HUMBOLDT COUNTY RECORDS AT THE REQUEST OF MAX A. SCHILLINGER

JUAN P. CERVANTES HUMBOLDT COUNTY RECORDER BY: Samantha Caras DEPUTY Samantha Caras PRINT NAME

FEE: \$97.00 INSTRUMENT NO. 2023-018256

TRACT MAP No. 676

A SUBDIVISION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN DOC. #2019-017183

WASHINGTON TERRACE

In the Unincorporated Area of the County of Humboldt Within the SW/4 OF THE NE/4 Sec. 6, T6N, R1E, H.M.

HUMBOLDT COUNTY STATE OF CALIFORNIA SCHILLINGER ENGINEERING

SURVEY NOTES

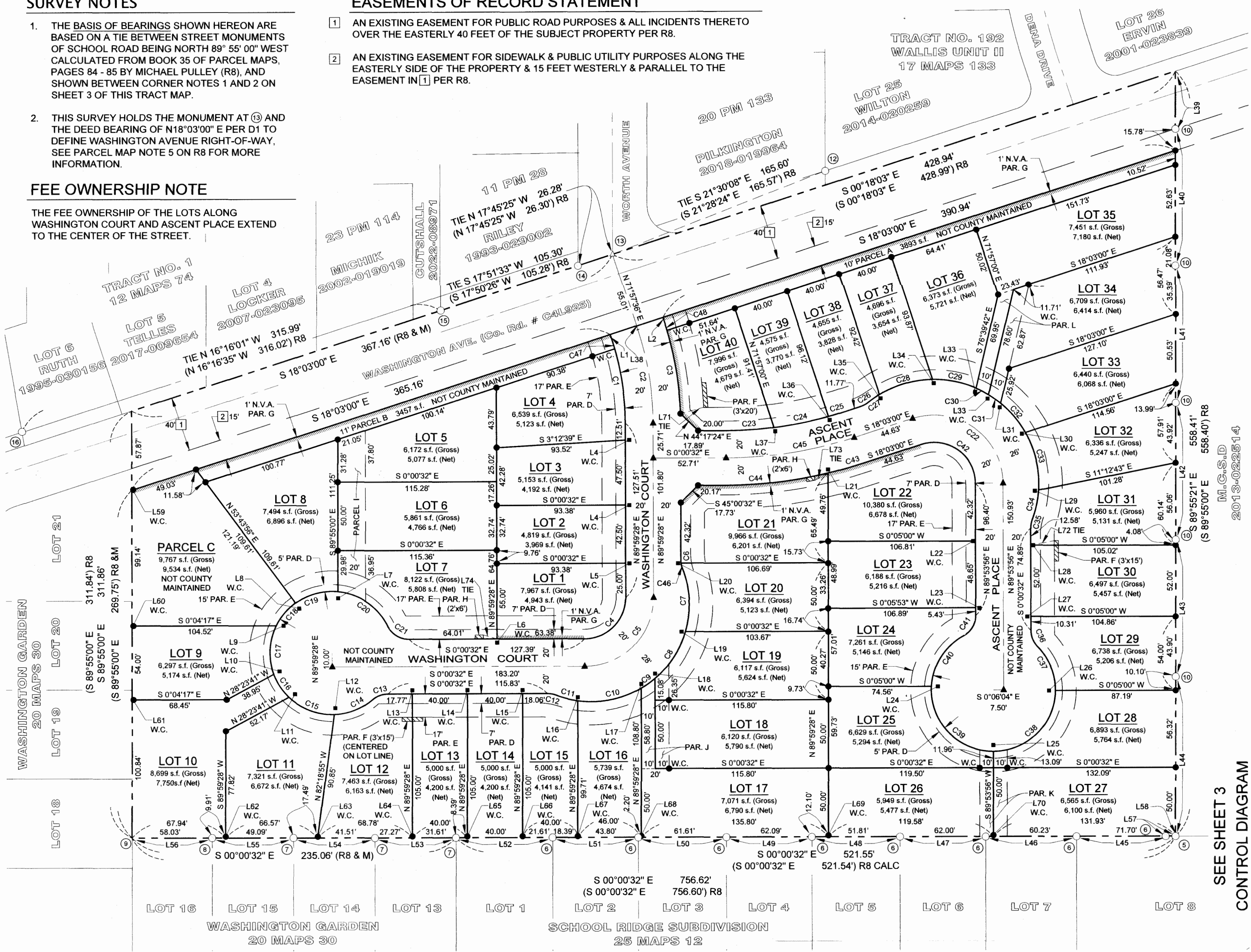
1. THE BASIS OF BEARINGS SHOWN HEREON ARE BASED ON A TIE BETWEEN STREET MONUMENTS OF SCHOOL ROAD BEING NORTH 89° 55' 00" WEST CALCULATED FROM BOOK 35 OF PARCEL MAPS, PAGES 84 - 85 BY MICHAEL PULLEY (R8), AND SHOWN BETWEEN CORNER NOTES 1 AND 2 ON SHEET 3 OF THIS TRACT MAP.
2. THIS SURVEY HOLDS THE MONUMENT AT (13) AND THE DEED BEARING OF N18°03'00" E PER D1 TO DEFINE WASHINGTON AVENUE RIGHT-OF-WAY, SEE PARCEL MAP NOTE 5 ON R8 FOR MORE INFORMATION.

FEE OWNERSHIP NOTE

THE FEE OWNERSHIP OF THE LOTS ALONG WASHINGTON COURT AND ASCENT PLACE EXTEND TO THE CENTER OF THE STREET.

EASEMENTS OF RECORD STATEMENT

- 1 AN EXISTING EASEMENT FOR PUBLIC ROAD PURPOSES & ALL INCIDENTS THERETO OVER THE EASTERLY 40 FEET OF THE SUBJECT PROPERTY PER R8.
- 2 AN EXISTING EASEMENT FOR SIDEWALK & PUBLIC UTILITY PURPOSES ALONG THE EASTERLY SIDE OF THE PROPERTY & 15 FEET WESTERLY & PARALLEL TO THE EASEMENT IN (1) PER R8.



- REFERENCES**
- R1 BOOK 20 OF SURVEYS, PAGE 96, BY HUGH KELLY (LS 2820), 1963.
 - R2 BOOK 26 OR SURVEYS, PAGE 71, BY HUGH KELLY (LS 2820), 1970.
 - R3 BOOK 5 OF PARCEL MAPS, PAGE 30, BY JOHN OLSON (LS 3115), 1975.
 - R4 BOOK 12 OF MAPS, PAGE 74, BY DEWEY DOLF (RCE 3962), 1949.
 - R5 "WALLIS SUBDIVISION UNIT II", BOOK 17 OF MAPS, PAGE 132-133, BY JOHN OLSON (LS 3115), 1982.
 - R6 "WASHINGTON GARDEN SUBDIVISION" BOOK 20 OF MAPS, PAGE 29 - 30, BY EDWARD SCHILLINGER (LS 3797), 1991.
 - R7 "SCHOOL RIDGE SUBDIVISION", BOOK 25 OF MAPS, PAGES 11 - 12, BY EDWARD SCHILLINGER (LS 3797), 2010.
 - R8 BOOK 35 OF PARCEL MAPS, PAGES 84 - 85, BY MICHAEL PULLEY (LS 7793), 2013.
 - D1 BOOK 656 OF OFFICIAL RECORDS, PAGE 14, GRANT DEED FROM KELLERER ET. AL. TO MCKINLEYVILLE ELEMENTARY SCHOOL DISTRICT, 1961.

- LEGEND**
- R&M RECORD AND MEASURED DATA ARE IDENTICAL
 - (R#) RECORD DATA PER REFERENCE
 - () RECORD DATA PER R8
 - FOUND MONUMENT AS NOTED, SEE CORNER NOTES
 - SET 3/4" x 24" GALV. IRON PIPE WITH PLASTIC CAP MARKED "SCHILLINGER LS 7969"
 - ▲ SET 2" BRASS DISC MARKED "LS 7969" IN STANDARD MONUMENT WELL.
 - W.C. WITNESS CORNER WITH NOTED DISTANCE ALONG LISTED COURSE FROM LOT CORNER TO SET MONUMENT POSITION. OFFSET DISTANCE IS 2.7" FOR LOTS ALONG WASHINGTON COURT & ASCENT PLACE UNLESS NOTED OTHERWISE.
 - SET MAG NAIL WITH 1.5" DIA. BRASS DISK MARKED "LS 7969" IN CONCRETE CURB.
 - # LOT NUMBER & AREA IN ACRES (GROSS) = INCLUDES ROAD ACCESS, DRAINAGE EASEMENTS (NET) = EXCLUDES SAID EASEMENTS
 - # EASEMENT OF RECORD
 - PAR. PARCEL
 - NON-VEHICULAR ACCESS EASEMENT (N.V.A.)

MEASUREMENT NOTE:
DISTANCES SHOWN HEREON ARE U.S. SURVEY FEET AND DECIMALS THEREOF.

TRACT MAP No. **676**

A SUBDIVISION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN DOC. #2019-017183

WASHINGTON TERRACE

In the Unincorporated Area of the County of Humboldt Within the SW/4 OF THE NE/4 Sec. 6, T6N, R1E, H.M.

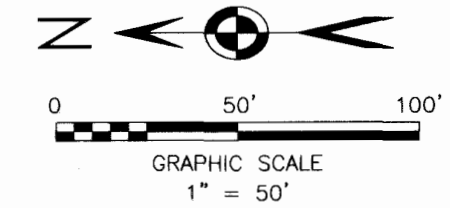
HUMBOLDT COUNTY STATE OF CALIFORNIA



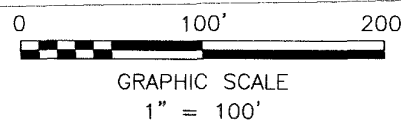
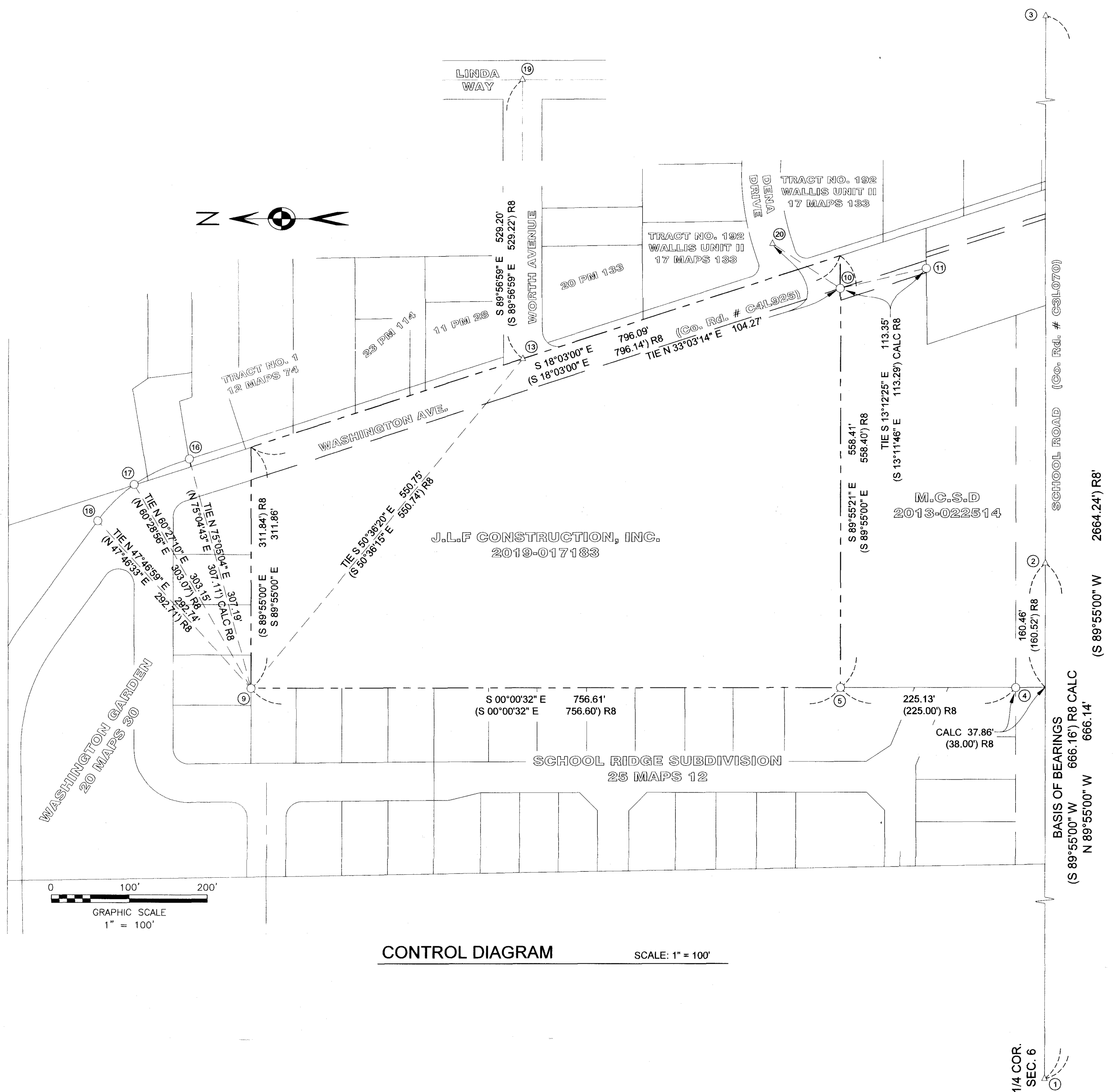
12/2023

SHEET 2 OF 4

BOOK **26** OF MAPS, PAGE **19**



SEE SHEET 3 CONTROL DIAGRAM



CONTROL DIAGRAM SCALE: 1" = 100'

- REFERENCES**
- R1 BOOK 20 OF SURVEYS, PAGE 96, BY HUGH KELLY (LS 2820), 1963.
 - R2 BOOK 26 OR SURVEYS, PAGE 71, BY HUGH KELLY (LS 2820), 1970.
 - R3 BOOK 5 OF PARCEL MAPS, PAGE 30, BY JOHN OLSON (LS 3115), 1975.
 - R4 BOOK 12 OF MAPS, PAGE 74, BY DEWEY DOLF (RCE 3962), 1949.
 - R5 "WALLIS SUBDIVISION UNIT II", BOOK 17 OF MAPS, PAGE 132-133, BY JOHN OLSON (LS 3115), 1982.
 - R6 "WASHINGTON GARDEN SUBDIVISION" BOOK 20 OF MAPS, PAGE 29 - 30, BY EDWARD SCHILLINGER (LS 3797), 1991.
 - R7 "SCHOOL RIDGE SUBDIVISION", BOOK 25 OF MAPS, PAGES 11 - 12, BY EDWARD SCHILLINGER (LS 3797), 2010.
 - R8 BOOK 35 OF PARCEL MAPS, PAGES 84 - 85, BY MICHAEL PULLEY (LS 7793), 2013.
 - D1 BOOK 656 OF OFFICIAL RECORDS, PAGE 14, GRANT DEED FROM KELLERER ET. AL. TO MCKINLEYVILLE ELEMENTARY SCHOOL DISTRICT, 1961.

- LEGEND**
- R&M RECORD AND MEASURED DATA ARE IDENTICAL
 - (R#) RECORD DATA PER REFERENCE
 - () RECORD DATA PER R8
 - △ FOUND MONUMENT AS NOTED, SEE CORNER NOTES
 - SET 3/4" x 24" GALV. IRON PIPE WITH PLASTIC CAP MARKED "SCHILLINGER LS 7969"
 - ▲ SET 2" BRASS DISC MARKED "LS 7969" IN STANDARD MONUMENT WELL.
 - W.C. WITNESS CORNER WITH NOTED DISTANCE ALONG LISTED COURSE FROM LOT CORNER TO SET MONUMENT POSITION. OFFSET DISTANCE IS 2.7' FOR LOTS ALONG WASHINGTON COURT & ASCENT PLACE UNLESS NOTED OTHERWISE.
 - SET MAG NAIL WITH 1.5" DIA. BRASS DISK MARKED "LS 7969" IN CONCRETE CURB.
 - # LOT NUMBER & AREA IN ACRES
##s.f. (Gross) = INCLUDES ROAD, ACCESS, DRAINAGE EASEMENTS
##s.f. (Net) = EXCLUDES SAID EASEMENTS
 - ▭ EASEMENT OF RECORD
 - PAR. PARCEL
 - ▬ NON-VEHICULAR ACCESS EASEMENT (N.V.A.)

MEASUREMENT NOTE :
DISTANCES SHOWN HEREON ARE U.S. SURVEY FEET AND DECIMALS THEREOF.

TRACT MAP No. **676**

A SUBDIVISION OF THAT CERTAIN
REAL PROPERTY DESCRIBED IN DOC. #2019-017183

WASHINGTON TERRACE

In the Unincorporated Area of the County of Humboldt
Within the SW/4 OF THE NE/4 Sec. 6, T6N, R1E, H.M.

HUMBOLDT COUNTY
STATE OF CALIFORNIA



Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	54.73	200.00	15°40'48"	N82°09'04"E	54.56
C2	69.23	220.00	18°01'52"	N80°58'32"E	68.95
C3	61.55	240.00	14°41'35"	N81°01'31"E	61.38
C4	47.12	30.00	90°00'00"	S45°00'32"E	42.43
C5	78.54	50.00	90°00'00"	N45°00'32"W	70.71
C6	1.94	17.00	6°32'38"	S86°43'09"W	1.94
C7	46.64	71.00	37°38'28"	N87°31'54"E	45.81
C8	41.21	71.00	33°15'23"	S57°01'11"E	40.63
C9	12.29	71.00	9°54'56"	S35°26'01"E	12.27
C10	47.79	71.00	38°33'50"	S11°11'38"E	46.89
C11	16.34	71.00	13°11'00"	S14°40'46"W	16.30
C12	6.31	17.00	21°16'48"	N10°37'52"E	6.28
C13	12.08	17.00	40°42'22"	N20°21'43"W	11.83
C14	30.39	45.00	38°41'43"	S21°22'03"E	29.82
C15	36.13	45.00	46°00'18"	S20°58'58"W	35.17
C16	20.24	45.00	25°46'07"	S56°52'10"W	20.07
C17	36.57	45.00	46°33'57"	N86°57'48"W	35.57
C18	21.80	45.00	27°45'28"	N49°48'05"W	21.59
C19	32.63	45.00	41°32'30"	N15°09'05"W	31.92
C20	45.99	45.00	58°33'20"	N34°53'50"E	44.01
C21	19.04	17.00	64°11'02"	S32°04'59"W	18.06
C22	94.20	50.00	107°56'56"	N35°55'28"E	80.88
C23	35.13	280.00	7°11'19"	S3°36'12"E	35.11
C24	40.31	280.00	8°14'56"	S11°19'20"E	40.28
C25	12.72	280.00	2°36'12"	S16°44'54"E	12.72
C26	6.14	17.00	20°41'37"	S28°23'48"E	6.11
C27	9.94	76.00	7°29'45"	N34°59'44"W	9.94
C28	40.50	76.00	30°32'08"	N15°58'48"W	40.03
C29	32.41	76.00	24°25'53"	N11°30'12"E	32.16
C30	10.33	76.00	7°47'06"	N27°36'42"E	10.32
C31	10.81	76.00	8°09'07"	N35°34'48"E	10.80
C32	28.04	76.00	21°08'25"	N50°13'34"E	27.88
C33	43.77	76.00	32°59'48"	N77°17'41"E	43.17
C34	22.28	76.00	16°47'58"	S77°48'26"E	22.20
C35	6.14	17.00	20°40'51"	N79°44'53"W	6.10
C36	13.09	17.00	44°07'54"	S67°49'59"W	12.77
C37	35.23	45.00	44°51'36"	N68°11'50"E	34.34
C38	70.19	45.00	89°21'49"	S44°41'27"E	63.29
C39	73.33	45.00	93°22'11"	S46°40'33"W	65.48
C40	45.65	45.00	58°07'34"	N57°34'34"W	43.72
C41	18.27	17.00	61°35'17"	S59°18'25"E	17.41
C42	56.52	30.00	107°56'56"	S35°55'28"W	48.53
C43	25.99	320.00	4°39'12"	S15°43'24"E	25.98
C44	74.77	320.00	13°23'16"	S6°42'10"E	74.60
C46	4.37	17.00	14°44'09"	S76°04'45"W	4.36
C47	8.21	200.00	2°21'05"	N73°08'08"E	8.21
C48	7.24	240.00	1°43'43"	N72°48'52"E	7.24

Line Table		
Line #	Length	Direction
L1	2.79	S71°57'36"W
L2	2.76	S71°57'36"W
L3	2.71	N3°12'39"W
L4	2.72	N0°00'32"W
L5	2.68	N0°00'32"W
L6	2.67	S89°59'28"W
L7	4.73	S89°55'00"E
L8	4.50	N53°43'56"E
L9	5.28	N0°04'17"W
L10	4.69	N28°23'41"W
L11	4.97	N28°23'41"W
L12	4.77	N82°18'55"W
L13	2.70	S89°59'28"W
L14	2.69	S89°59'28"W
L15	2.68	S89°59'28"W
L16	2.69	S89°59'28"W
L17	3.19	S89°59'28"W
L18	3.60	S89°59'28"W
L19	2.81	S0°05'00"W
L20	2.26	S0°05'00"W
L21	2.65	S89°59'28"W
L22	1.76	N0°05'00"E
L23	2.70	N0°05'53"W
L24	4.66	N0°05'00"E
L25	4.69	S89°53'56"W
L26	4.66	S0°05'00"W
L27	2.71	S0°05'00"W
L28	1.74	S0°05'00"W
L29	3.11	S11°12'43"E
L30	2.75	S18°03'00"E
L31	3.03	S76°39'42"E
L32	12.86	S76°39'42"E
L33	7.31	S76°39'42"E
L34	2.81	N71°57'00"E
L35	2.76	N71°57'00"E
L36	2.67	N71°57'00"E
L37	2.76	N71°57'00"E
L38	2.80	S71°57'36"W

Line Table		
Line #	Length	Direction
L39	42.10	S89°55'21"E
L40	99.93	S89°55'21"E
L41	99.99	S89°55'21"E
L42	99.99	S89°55'21"E
L43	99.98	S89°55'21"E
L44	115.37	S89°55'32"E
L45	64.56	N0°00'32"W
L46	65.98	N0°00'32"W
L47	62.02	S0°00'32"E
L48	63.91	S0°00'32"E
L49	62.02	S0°00'32"E
L50	63.88	N0°00'32"W
L51	62.09	N0°00'32"W
L52	69.95	S0°00'32"E
L53	59.05	S0°00'32"E
L54	58.99	S0°00'32"E
L55	59.00	S0°00'32"E
L56	58.03	S0°00'32"E
L57	7.13	S0°00'32"E
L58	1.05	N89°55'21"W
L59	1.00	S18°03'00"E
L60	1.00	S0°04'17"E
L61	1.00	S0°04'17"E
L62	1.00	N89°59'28"E
L63	1.00	S82°18'55"E
L64	1.00	N89°59'28"E
L65	1.00	N89°59'28"E
L66	1.00	N89°59'28"E
L67	1.00	N89°59'28"E
L68	1.00	N89°59'28"E
L69	1.00	N89°59'28"E
L70	1.00	N89°53'56"E
L71	17.44	S14°59'00"E
L72	17.33	S11°17'32"E
L73	10.72	S28°43'56"E
L74	10.44	S16°41'25"W

CORNER NOTES

- ① FOUND 2-1/2" BRASS DISK CENTERLINE STREET MONUMENT IN STANDARD MONUMENT WELL STAMPED "RE 220 T6N R1E", IN SCHOOL ROAD MEDIAN, HELD AS BASIS OF BEARINGS. SEE BOOK 24 OF PARCEL MAPS, PAGE 147. SEE ALSO BOOK 11 OF CORNER RECORDS, PAGE 12. SEE BASIS OF BEARINGS NOTE ON SHEET 2 FOR MORE INFO.
- ② FOUND 1" IRON PIPE WITH BRASS TAG STAMPED "LS 3797" IN STANDARD MONUMENT WELL, NEAR INTERSECTION OF SCHOOL ROAD AND BUGENIG LANE, IN EAST-WEST CENTERLINE OF SECTION 6 PER THIS SURVEY, SEE BOOK 11 OF CORNER RECORDS, PAGE 12. HELD FOR BASIS OF BEARINGS.
- ③ FOUND 2" BRASS DISK STAMPED "HUM CO 1/4 S6 S5 RE 19203 1981", IN STANDARD MONUMENT WELL, IN INTERSECTION OF CENTRAL AVENUE AND SCHOOL ROAD, NOT TIED, RECORD DISTANCE TO MONUMENT FROM ① SHOWN, SEE R8.
- ④ FOUND 1/2" IRON PIPE W/ MISSING CAP, AT INTERSECTION OF "DOG EARED" WOODEN FENCE, POSSIBLY DISTURBED, SET PER R7.
- ⑤ FOUND 1" IRON PIPE WITH RED PLASTIC CAP MARKED "PULLEY LS 7793", WITNESS TO SOUTHWEST CORNER OF SUBJECT PROPERTY, HELD FOR WEST LINE, SET PER R8.
- ⑥ FOUND 1/2" IRON PIPE WITH YELLOW PLASTIC CAP MARKED "LS 3797", SET PER R7.
- ⑦ FOUND 1/2" IRON PIPE WITH YELLOW PLASTIC CAP MARKED "LS 3797", SET PER R6.
- ⑧ PIPE SET PER R6 FOUND LAYING ADJACENT TO NEWLY RECONSTRUCTED FENCE, NOT RESET THIS SURVEY.
- ⑨ PIPE SET PER R6 NOT FOUND, LANDS ON OPPOSING SIDE OF NEWLY RECONSTRUCTED FENCE & IS INACCESSIBLE DUE TO CLOSE PRESENCE OF SAID FENCE & AN EXISTING GARDEN SHED, RECORD DISTANCE PER R8 HELD, NEW PIPE NOT ABLE TO BE SET.
- ⑩ FOUND 1" IRON PIPE WITH RED PLASTIC CAP MARKED "PULLEY LS 7793", SET PER R8.
- ⑪ FOUND 1/2" IRON PIPE WITH WHITE PLASTIC CAP STAMPED "LS 2820", 1' BELOW EXISTING GRADE, SEE R1 & R2.
- ⑫ FOUND 1" DIA IRON PIPE W/ CAP SUNK IN PIPE BETWEEN UTILITY POLE AND FENCE, PRESUMABLY SET BY "LS 3115" PER R5.
- ⑬ FOUND 3/4" IRON PIPE W/ MISSING CAP, IN STANDARD MONUMENT WELL, AT INTERSECTION OF WASHINGTON AVENUE AND WORTH AVENUE, ACCEPTED AS FOUND IN R3, BRASS CAP NOTED IN R4 NOT FOUND, HELD FOR EAST LINE OF WASHINGTON AVENUE PER THIS SURVEY.
- ⑭ FOUND 1" DIA IRON PIPE W/ ILLEGIBLE CAP AT EDGE OF ASPHALT, TIED TACK IN CAP, PIPE IS 0.8' BELOW GRADE, ACCEPTED AS MONUMENT PER R4, PIPE IS 0.18' PERPENDICULAR FROM THE EAST LINE OF WASHINGTON AVENUE PER THIS SURVEY.
- ⑮ FOUND 1" DIA IRON PIPE W/ MISSING CAP, TOP TIPPED NORTHEASTERLY, TIED CENTER OF PIPE, ACCEPTED AS MONUMENT PER R4, PIPE IS 0.53' PERPENDICULAR FROM THE EAST LINE OF WASHINGTON AVENUE PER THIS SURVEY.
- ⑯ FOUND 1" DIA IRON PIPE STAMPED "OLSON LS 3115" @ END OF SHORT WOOD FENCE, SET PER 24 OF PARCEL MAPS, PAGE 138.
- ⑰ FOUND 1" DIA IRON PIPE STAMPED "OLSON LS 3115" IN PAVEMENT AT EDGE OF SIDEWALK IN DRIVEWAY, TIED TACK, SET PER 24 OF PARCEL MAPS, PAGE 138.
- ⑱ FOUND 1/2" IRON PIPE WITH YELLOW PLASTIC CAP MARKED "LS 3797", SUNK IN PIPE, SET PER R6.
- ⑲ FOUND 2" BRASS DISK STAMPED "LS 3115", IN STANDARD MONUMENT WELL, IN INTERSECTION OF WORTH AVENUE AND LINDA AVENUE, PER 17 OF MAPS, PAGE 34 (WALLIS SUBDIVISION UNIT 1).
- ⑳ FOUND 2" BRASS DISK STAMPED "LS 3115", IN STANDARD MONUMENT WELL, ON DENA DRIVE, JUST EAST OF WASHINGTON AVENUE, PER 17 OF MAPS, PAGE 133.

TRACT MAP No. 676

A SUBDIVISION OF THAT CERTAIN
REAL PROPERTY DESCRIBED IN DOC. #2019-017183

WASHINGTON TERRACE

In the Unincorporated Area of the County of Humboldt
Within the SW/4 OF THE NE/4 Sec. 6, T6N, R1E, H.M.

HUMBOLDT COUNTY
STATE OF CALIFORNIA



12/2023

SHEET 4 OF 4

BOOK 26 OF MAPS, PAGE 21

McKinleyville Community Services District

BOARD OF DIRECTORS

February 7, 2024

TYPE OF ITEM: **INFORMATIONAL**

ITEM: E.4 **Review Information for the Draft Capital Improvement Plan for the Parks & General Fund, FY2024-25**

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

TYPE OF ACTION: **None**

Recommendation:

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

Discussion:

The detailed draft of the Fiscal Year 2024-25 Capital Improvement Plan (CIP) for the Parks & General Fund is attached (**Attachment 1**), covering the next ten fiscal years. Budgeted expenditures which are not grant funded are anticipated to be covered by assessments and user fees. This allows the District to take a structured approach to future user fees as these projects are undertaken. Funding for certain projects depends on grants awarded. Smaller projects that do not meet the definition of capital assets will be treated as regular expenditures and are anticipated to be paid from operating funds.

The attached Narrative (**Attachment 2**) provides further detail. The final summarized CIP will be brought back to the Board for review and approval with the complete Fiscal Year 2024-25 Budget in June 2024.

Alternatives:

Take Action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 - Draft Capital Improvement Plan for the Fiscal Years ending June 30, 2025 – 2035 for the Parks and General Fund
- Attachment 2 – Draft Capital Improvement Plan Narrative for Fiscal Year 2024-25

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McKinleyville Community Services District
 General Fund (Parks & Recreation) Capital Improvement Project Budget
 For the Fiscal Years Ending June 30, 2025 - 2034

(All numbers in \$000s)

		1	2	3	4	5	6	7	8	9	10
	June 30, 2024	June 30, 2025	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030	June 30, 2031	June 30, 2032	June 30, 2033	June 30, 2034
1. Hiller Park & Sports Complex Projects											
Park landscaping & signage			5	5	5						
Playground Structure Replacement			65	25							
Concessions/RR Interior						9					
Roof Replacement-Concessions/RR					15						
Concessions/RR Exterior				10							
Roof Replacement-Hiller Park west RR		10				10					
Restroom Upgrade-Hiller Park West		30									
Parking Lot					12						
Totals:	0	40	70	40	32	19	0	0	0	0	0
2. Pierson Park Projects											
Playground Structure Replacement			12		75						
Park Restrooms/Garage		100					15				
Gazebo Rehabilitation/Replacement		7	5			6					
Pavilion Rehabilitation/Replacement				11							
Landscaping		5	10		8						
Totals:	0	112	27	11	83	6	15	0	0	0	0
3. Azalea Hall Projects											
Major Appliance Replacement	23	8	10	10	12	12	14				
Replace flooring				5							
Roof replacement							40				
Exterior Repairs/Replacement			50				80				
Parking lot resurfacing			16								
Wall/Window Covering replacement				10	10	10					
Kitchen equipment replacement	5								6		
Replace tables & chairs		11				15					
P/A system and audio-visual							6				
Totals:	28	19	76	25	22	37	140	0	6	0	0

McKinleyville Community Services District
 General Fund (Parks & Recreation) Capital Improvement Project Budget
 For the Fiscal Years Ending June 30, 2025 - 2034

(All numbers in \$000s)

1 2 3 4 5 6 7 8 9 10

	June 30, 2024	June 30, 2025	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030	June 30, 2031	June 30, 2032	June 30, 2033	June 30, 2034
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4. McKinleyville Activity Center Projects

Landscaping & signage			5		5		5				
Flooring replacement					85						
Gymnasium Walls		25									
Roof replacement							100				
Siding repair/replacement				70							
Equipment rehabilitation/replacement			10								
Parking lot resurfacing			16								
Bleacher replacement				8							
Major Appliance replacement	7		32								
Interior fixtures				10							
Totals:	7	25	63	88	90	0	105	0	0	0	0

5. Other Park Projects & Equipment

Mower & landscaping equipment	16	16	26					18			
Light duty utility truck/van/car/EV		11	11		12		12		80		18
Floor Scrubber				15							
Totals:	16	27	37	15	12	0	12	18	80	0	18

McKinleyville Community Services District
 General Fund (Parks & Recreation) Capital Improvement Project Budget
 For the Fiscal Years Ending June 30, 2025 - 2034

(All numbers in \$000s)

	1	2	3	4	5	6	7	8	9	10	
	June 30, 2024	June 30, 2025	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030	June 30, 2031	June 30, 2032	June 30, 2033	June 30, 2034
6. Law Enforcement Facility Projects											
Flooring				19							
Furnace replacement				6							
Roof replacement										35	
Siding replacement					21						
LEF/Library Parking sealing/paving/fencing			10	5							
Totals:	0	0	10	11	21	0	0	0	0	35	0
7. McKinleyville Library Projects											
Flooring replacement	15	25	16								
Furnace replacement	8	8	8	8	8	8	8				
Fire Suppression system			20								
Roof & Siding replacement				21							
ADA compliance		30									
Totals:	23	63	44	29	8	8	8	0	0	0	0
8. Teen & Community Center											
Flooring			14					40			
Interior rehabilitation/replacment			6								
Kitchen Equipment & Appliances			8	8	8	8	8	8	8	8	8
Roof & Siding replacement											
Equipment rehabilitation/replacement			10								
Parking lot resurfacing/Exterior Rehab		5									
Furnace & Water Heater					5						
Tables & chairs	8			10							
Totals:	8	5	38	18	13	8	8	48	8	8	8
9. Projects Contingent Upon Grant Funding											
Playstructure replacement-Larissa Park				10							
Community Forest	80	80	30	50	40						
Hewitt Ranch Parking & Amenities Dev.						120					

McKinleyville Community Services District
 General Fund (Parks & Recreation) Capital Improvement Project Budget
 For the Fiscal Years Ending June 30, 2025 - 2034

(All numbers in \$000s)

1 2 3 4 5 6 7 8 9 10

	June 30, 2024	June 30, 2025	June 30, 2026	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030	June 30, 2031	June 30, 2032	June 30, 2033	June 30, 2034
Totals:	80	80	30	60	40	0	0	0	0	0	0

10. Projects Funded by Quimby & Other Funds

Hiller Sports Site - fence											
Pole Barn				25							
Skate park											
Hewitt Ranch improvements											
BMX Track and Park Project	1,029	1,300									
Granite (Mad River) Property											
Skate Park/ Washington property proj Totals:	1,029	1,300	0	25	0	0	0	0	0	0	0

Total Planned Capital Expenditures

	1,191	1,671	395	322	321	78	288	66	94	43	26
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Grant-Funded Capital Projects	1,057	1,300
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***Capital Improvement Plan
Parks and General Fund
Fiscal Year 2024-25***

General Fund capital asset purchases and projects are significantly dependent upon property tax revenues and assessments. The Measure B Maintenance Assessment District -- Renewal for Parks, Open Space, and Recreational Facilities was renewed in FY2023-24 and will continue in perpetuity until ended by voters.

CAPITAL IMPROVEMENT PROGRAM PROJECT DISCUSSION

Utility Vehicles and Equipment

In 1998, the Board adopted a Fleet Replacement Plan to ensure that MCSD's aging fleet of service vehicles would be replaced in an approximately ten-year cycle. Where possible, the District has started to exchange some of the heavier utility vehicles with light compact trucks for savings in capital and operating costs. One Park maintenance truck is scheduled to be replaced in fiscal year 2024-25 and one mower is scheduled to be replaced in fiscal year 2024-25 for which \$27,000 has been budgeted.

Facility Projects

\$11,000 has been budgeted to replace tables at Azalea Hall. The Activity Center walls are currently covered with 17-year-old carpet; \$25,000 has been budgeted to redo the walls in the Activity Center. The Library needs new carpet as well as some ADA compliance upgrades to the exterior for which \$63,000 has been budgeted in fiscal year 2024-25. \$8,000 has been allocated in the CIP for unforeseen appliance replacements if needed.

Parks and Trails Projects

In 2021, the District was awarded a \$2.3 Million grant to construct a BMX Track & Park. Design began in fiscal year 2022-2023 and construction is scheduled to be completed in fiscal year 2024-25, \$1.3 million has been budgeted for construction completion.

Pierson Park restrooms are also in need of ADA upgrades as well as replacement of the parks drinking fountain and picnic table replacements. \$112,000 has been budgeted for Pierson Park upgrades and replacements. Additionally, \$40,000 has been budgeted for roof replacement and upgrades at the Hiller Park restrooms.

In fiscal year 2023-24 the District acquired 599 acres of community forest property. \$80,000 has been budgeted for the design of the Murray Rd. access point to include parking and restroom facilities, as well as the purchase of a quad for security and maintenance.

Small Equipment, Contingency and Other

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

Note on Parks & General Fund Capital Improvement Plan

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

McKinleyville Community Services District

BOARD OF DIRECTORS

February 7, 2024

TYPE OF ITEM: **Action**

ITEM: E.5 **Consider Attendance at the Association of California Water Agencies (ACWA) 2024 Spring Conference & Expo in Sacramento, CA on May 7-9, 2024**

PRESENTED BY: **Joey Blaine, Board Secretary**

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends that the Board review the information provided for the ACWA 2024 Spring Conference and Expo being held in Sacramento, CA, May 7-9, 2024 and consider approval for interested Board Members to attend.

Discussion:

This year's ACWA 2024 Spring Conference and Expo will be held in Sacramento, CA from May 7- 9, 2024. Regular registration and cancellation deadline is April 19, 2024. **Attachment 1** is the preliminary agenda for the conference. **Attachment 2** is the Registration, Meals, and Hotel Pricing Sheet.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

Regular registration deadline is April 19, 2024. The cost for full conference registration and meals package is \$840. Meals not provided by the conference and incidentals for four days will be \$189.00 per person. The special hotel rate (based on availability) is \$225 per night. Three nights of lodging would be \$775 per attendee before taxes and fees. The method of travel to the conference would be by District or personal vehicle. The approximate total cost for travel, meals and attendance to the conference is \$1254.00 per attendee. The remaining board travel budget for FY23-24 is approximately \$9,500. To maintain the lowest possible costs, if approved, Directors should notify the Board Secretary no later than February 14, 2024 of their desire to attend.

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Preliminary Agenda
- Attachment 2 – Registration, Meals and Hotel Information Sheet

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2024
SPRING
ACWA
CONFERENCE & EXPO
SACRAMENTO | MAY 7 - 9, 2024

PRELIMINARY AGENDA



TUES 5/7/24

- 8:00 AM - 9:15 AM
AGRICULTURE COMMITTEE
- 8:30 AM - 12:00 PM
ACWA JPIA SEMINARS
- 9:30 AM - 10:45 AM
GROUNDWATER COMMITTEE
- 11:00 - 12:15 PM
WATER MANAGEMENT COMMITTEE
- ENERGY COMMITTEE**
- 12:15 PM - 1:30 PM
COMMITTEE NETWORKING LUNCH
- 12:30 PM - 1:30 PM
OUTREACH TASK FORCE
- 1:45 PM - 3:00 PM
FINANCE COMMITTEE
- LOCAL GOVERNMENT COMMITTEE**
- WATER QUALITY COMMITTEE**
- 3:15 PM - 4:45 PM
COMMUNICATIONS COMMITTEE
- FEDERAL AFFAIRS COMMITTEE**
- LEGAL AFFAIRS COMMITTEE**
- MEMBERSHIP COMMITTEE**
- 5:00 PM - 6:30 PM
**WELCOME RECEPTION
IN THE EXHIBIT HALL**

WED 5/8/24

- 7:30 AM - 8:30 AM
**CONTINENTAL BREAKFAST
IN THE EXHIBIT HALL**
- 8:30 AM - 10:00 AM
WELCOME KEYNOTE / MAIN STAGE
- 10:30 AM - 11:45 AM
PROGRAM SESSIONS 
- 12:00 PM - 1:30 PM
**CONNECT IN THE EXHIBIT HALL
NETWORKING LUNCHEON**
- 1:30 PM - 2:00 PM
SOLUTION SPOTLIGHTS
• Member Case Study, Associate Service, Demo
- 1:30 PM - 2:15 PM
WATER TALK / MAIN STAGE
- 2:30 PM - 3:30 PM
PROGRAM SESSIONS 
- 3:45 PM - 5:00 PM
REGION 1-10 MEMBERSHIP MEETINGS
- 5:00 PM - 6:00 PM
ACWA RECEPTION IN THE EXHIBIT HALL

THUR 5/9/24

- 7:00 AM - 8:00 AM
WELLNESS ACTIVITY
- 7:30 AM - 11:00 AM
CONNECT IN THE EXHIBIT HALL
- 7:30 AM - 9:00 AM
**CONTINENTAL BREAKFAST
IN THE EXHIBIT HALL**
- 8:30 AM - 9:00 AM
SOLUTION SPOTLIGHTS
- 9:15 AM - 10:15 AM
PROGRAM SESSIONS 
- 10:30 AM - 11:30 AM
PROGRAM SESSIONS 
- 11:45 AM - 1:15 PM
KEYNOTE & AWARDS / MAIN STAGE
- 1:30 PM - 3:00 PM
CLOSING NETWORKING LUNCHEON

Last Updated: 1/23/24

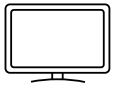
 Qualify for continuing education credit  Designated Recorded Programs TBD

Questions: Email events@acwa.com
Online Registration Deadline: April 19, 2024

All conference programs are subject to change without notice.

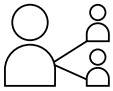
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REGISTRATION, MEALS AND HOTEL INFORMATION SHEET



REGISTER ONLINE

Register online by **April 19, 2024** at www.acwa.com to take advantage of the advance pricing.



REGISTER ON SOMEONE'S BEHALF

Select from a list of people affiliated with your company in your account. If the registrant is not listed, you will need to create a Portal profile for the registrant through the ACWA website before registering.

GROUP SAVINGS! Register 5 individuals from the same organization, receive a 6th registration free!
(Subject to [terms and conditions](#).) **Contact Teresa Taylor at TeresaT@acwa.com for more information before registering.**

REGISTRATION OPTIONS <i>Advantage pricing applies to ACWA public agency members, associates & affiliates. Standard pricing applies to non-members of ACWA.</i>	ADVANCE DEADLINE: 4/19/24		ONSITE	
	ADVANTAGE	STANDARD	ADVANTAGE	STANDARD
Full Conference Registration Includes access to Tuesday ACWA Committee meetings, all ACWA conference programs, ACWA meal functions*, ACWA Exhibit Hall, ACWA hosted receptions and access to on-demand designated conference recordings after the live conference. *ACWA meal functions include: <i>Wednesday Continental Breakfast, Wednesday Networking Lunch, Thursday Continental Breakfast and Thursday Closing Lunch</i>	\$840	\$1,260	\$870	\$1,290
Tuesday Committee Meetings Only (complimentary - must register to attend) Includes Tuesday Committee Box Lunch. Committee meetings are not recorded. Virtual participation is not available.	\$0	\$0	\$0	\$0
One-Day Conference Registration Wednesday, May 8: Includes access to all Wednesday ACWA conference programs, Tue. ACWA Welcome Reception in the Exhibit Hall, Wed. ACWA Reception in the Exhibit Hall, Wed. ACWA Continental Breakfast and Wed. ACWA Networking Lunch. On-demand designated conference recordings are NOT included. Thursday, May 9: Includes access to all Thursday ACWA conference programs, Thur. ACWA Continental Breakfast and Thur. ACWA Closing Lunch. On-demand designated conference recordings are NOT included.	\$490	\$735	\$520	\$765
Guest Conference Registration Guest registration is not available to anyone with a professional reason to attend. Includes access to ACWA hosted receptions.	\$130	\$130	\$130	\$130
PRE-ORDER: On-Demand Designated Conference Recordings Only Includes on-demand access to designated conference recordings after the live conference. <i>Video recordings will only be available for the Main Stage presentations. All other designated educational programs will only have audio recordings on-demand and PDFs of presentations made available. See preliminary agenda for details.</i>	\$240	\$360	\$240	\$360

HOTEL INFORMATION

You must be registered for the ACWA conference in order to receive hotel reservation information and conference special room rates. **Conference special rates are available February 1 - April 15**, based on availability.

HOTEL & ROOM RATES

Hyatt Regency Sacramento \$225 per night* (resort fee waived)
Sheraton Grand Sacramento \$226 per night* (resort fee waived)
 * Plus applicable state/local taxes & fees

HEALTH & SAFETY

Please check [ACWA's conference page HERE](#) for current health & safety information.

IMPORTANT DATES

The conference hotel room block opens on February 1, 2024. Deadline for group rate is April 15, 2024.

For those **registering for conference prior to February 1**, information on how to reserve your hotel room will be provided via e-mail on February 1.

For those registering for conference from **February 1 to April 15**, your **confirmation e-mail** will include the information on how to reserve your hotel room and an opportunity to receive the conference special hotel rates.

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McKinleyville Community Services District

BOARD OF DIRECTORS

February 7, 2024

TYPE OF ITEM: **ACTION**

ITEM: E.6 **Consider Attendance at the 2024 Special District Legislative Days in Sacramento, May 21-22, 2024**

PRESENTED BY: **Joey Blaine, Board Secretary**

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends that the Board review the information provided, take public comment, and consider approval for interested Board Member(s) to attend the Special District Legislative Days in Sacramento, May 21-22, 2024

Discussion:

The California Special District Association (CSDA) is sponsoring a two-day conference which will be held at the Sheraton Grand Sacramento Hotel on May 21-22, 2024. This will give Directors an opportunity to discuss policy changes impacting the District and exchange ideas with California's top decision-makers.

Special Districts legislative Days is the only opportunity for all types of special districts, large and small, north and south, rural and urban, to come together with one united voice. Issues like revenue, governance, labor, and public works matter to all districts, whether they provide water, sewer, fire protection, parks, libraries, or other essential services.

A full brochure is still being developed by CSDA, however an overview of this event is as follows:

Day One: Advocacy Day

- Get updated on what's happening in the Capitol, then join together with special district leaders from throughout California to take action on the priority issues facing special districts.
- Hear directly from State leadership on hot topics affecting local services and infrastructure.
- Participate in pre-arranged meetings with State Legislators and staff in their Capitol offices, followed by a private reception.
- Explore how decisions are really made in the Capitol and help shape their outcome.

Day Two: Policy Day

- Gain insights from legal experts and CSDA lobbyists on the newest laws and legal challenges to come out of Sacramento.

- Connect the action in the Capitol with the implementation in your community.
- Drill into hot topics through breakout sessions on key issues, which may affect your district's revenue, governance, public works, or personnel.
- Find answers to your tough questions from expert panels.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

Early bird registration is \$345 before April 24, 2024 and hotel costs at the Sheraton Grand Sacramento Hotel are \$212 a night excluding taxes. The District vehicle can be utilized for attendees. An approximate total cost, including per diem is approximately \$1222.00 per attendee. The remaining board travel budget (not including possible travel cost for the ACWA Spring Conference and Expo) for FY23-24 is approximately \$9,500. To maintain the lowest possible costs, if approved, Directors should notify the Board Secretary no later than February 14, 2024 of their desire to attend.

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Special District Legislative Days Information from the CSDA Website

2024 Special Districts Legislative Days



With special districts facing existential threats to the funding they rely on to deliver essential services as well as major new costly mandates, this year's Special Districts Legislative Days is a must attend event.

Lawmakers in Sacramento are making critical decisions that will impact the budget and operations of your district and your community. Special Districts Legislative Days is the only opportunity for all types of special districts, large and small, north and south, rural and urban to come together with one united voice. Issues like revenue, governance, labor, and public works matter to all districts whether they provide water, sewer, fire protection, parks, cemeteries, healthcare, mosquito abatement, ports, harbors, airports, libraries, or other essential services.

Don't miss this opportunity to hear from California's top decision-makers, build partnerships and strengthen the voice of local control. Past speakers have included California's State Controller, State Treasurer, Secretary of State, Insurance Commissioner, Senate President pro Tempore, Assembly Speaker, Secretary of Natural Resources, Director of the Office of Emergency Services, State Auditor, Legislative Analyst, and Director of Finance.

Schedule coming soon!

Attendee Pricing:

Early Bird Registration on or before April 24, 2024

\$345 CSDA Member

\$515 Non-member

Regular Registration after April 24, 2024:

\$430 CSDA Member

\$645 Non-member

Hotel Room Reservations: CSDA room reservations in the CSDA room block start at the rate of \$212 plus tax and fees per day. The room reservation cut-off is April 24, 2024; however, space is limited and may sell out before this date. Information regarding hotel reservations and link to book in the CSDA room block will be emailed within 24 hours of registration.

Interested in Exhibiting/Sponsoring? Check out all of the opportunities and register [here](#).

Cancellation Policy:

Cancellations must be in writing and received by CSDA no later than April 24, 2024. All cancellations received by this date will be refunded less a \$75 processing fee. There will be no refunds for cancellations made after April 24, 2024. Substitutions are acceptable and must be done in writing no than later May 10, 2024. Please submit any cancellation notice or substitution request to meganh@csda.net or fax to 916-520-2465.

Price

345.00

When

5/21/2024 - 5/22/2024

Where

Sheraton Grand Sacramento Hotel 1230 J Street Sacramento, CA 95814 UNITED STATES

**Registration ends 5/17/2024 7:00 AM
Pacific Daylight Time**

McKinleyville Community Services District

BOARD OF DIRECTORS

February 7, 2024

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.A **Finance & Administration – January Report**

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

TYPE OF ACTION: **None**

Update

As the Board is aware, Nicole Alvarado’s last day with the District was January 31, 2024. Colleen Trask has graciously agreed to step in as Interim Finance Director as we begin our candidate search for the position. Staff has distributed the job announcement to various sources and encourages sharing of information regarding the job opportunity by the Board to anyone they see as a potential candidate.

The regular Finance & Administration staff report will resume with the March 6, 2024 packet.

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McKinleyville Community Services District

BOARD OF DIRECTORS

February 7, 2024

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.B **Operations Department – Dec./January 2024 Report**

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

TYPE OF ACTION: **None**

Water Department:

Water Statistics:

The district pumped 36.3 million gallons of water in December.

Six water quality complaints were investigated and rectified.

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

Double Check Valve Testing:

Retesting of failed DCV's were conducted in December. The test kit was also sent off for the annual calibration. 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 1.3 million gallons and the average usage per day was 1.1 million gallons.

Water Distribution Maintenance:

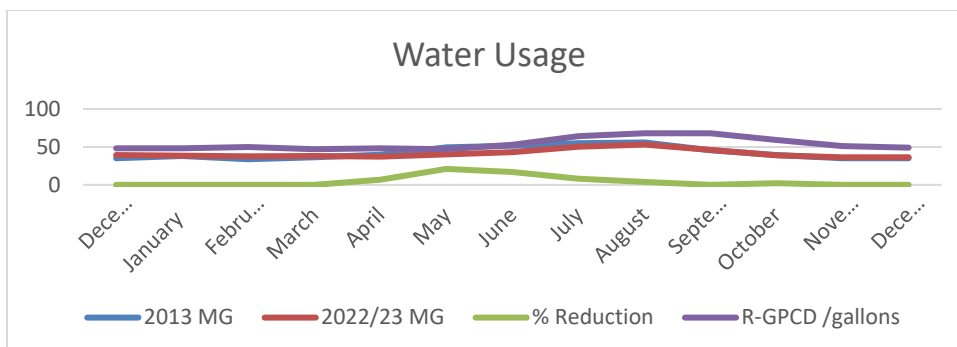
Weekly Bacteria Samples were collected on Schedules 1, 2, 5 and 6 which represent different locations in the water distribution system. The schedules are made up of a sample taken in each pressure zone. Valve exercising continues. This annual program keeps valves operable and easy to operate when needed. Each valve is exercised and recorded on the template app. Any valves requiring repairs will generate a work order. Hydrant inspections are also being conducted. Staff exercises each hydrant valve, flushes water and inspects for leaks around fittings and cracks in the concrete base. Staff has been working on the Lead and Copper inventory plan. It was separated into a phased approach and have completed Phase one and two which is the testing plan and visual inspection and documenting. Phase Three which included populating the States portal and spreadsheet with all inspection information along with populating the grant documents to get reimbursed for labor used for each phase is now completed. There was no lead found during the inspections. Two angle-stops were replaced due to damage by the customer. The customer was billed for repairs. There was a mainline break at the Kjer R.O.W., due to a tree uprooting. This put customers on Kjer out of water overnight until the crew could get a tree company to remove the hazardous tree, so staff could get in and make the repairs safely. A new section of main was installed and water was back on and services flushed by 5pm. Two 2" services were repaired on Sagewood due to the pvc pipe breaking.

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. Northbank pumps received the semi-annual lubing along with maintenance on the emergency sodium hypochlorite equipment.

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

	2013 (MG)	2022/23 (MG)	% Reduction	R-GPCD
December	35.203	39.420	(-11)	48
January	38.241	38.464	(0)	48
February	33.751	34.914	(-3)	48
March	36.244	38.211	(-5)	47
April	39.755	37.003	7	48
May	49.407	39.491	21	47
June	51.337	42.826	17	53
July	54.757	50.136	8	64
August	55.908	53.131	4	68
September	45.702	46.090	(-1)	68
October	39.439	38.843	2	59
November	34.879	36.315	(-4)	51
December	34.879	36.333	(-3)	49



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.

Sewer Department:**Wastewater Statistics:**

29.0 million gallons of wastewater were collected and pumped to the WWMF. 38.4 million gallons of wastewater were treated and discharged to NPDES Permit site EFF-001 River disposal in December.

Sewer Station Maintenance:

Monthly inspections and daily routines were conducted at all sewer stations. The Letz and B Street station pumps got ragged up from the storm event. Staff responded to the high hours showing up on the pumps, removed rags from the impellers and placed the pumps back into service. A roof leak was also repaired at the Letz station, that was noticed during the weekly inspection. Kelly station compressor was replaced due to the existing one being worn out and taking too long to pressurize. Belts were replaced on Kelly pump two due to stretching. The Fischer station hoist received some repairs on the electrical due to the control wires needing replaced. Several station emergency generator connections were replaced to accept both towable generators. These are used in the event that the station generator fails. String trimming along the fence line at Babler site was completed. The B Street pump station was serviced as part of the quarterly maintenance plan. During this time, pumps were inspected, and the wet well washed. This is done to prevent hydrogen sulfide build up which can deteriorate the concrete walls along with removing rags and debris to prevent plugging up the pumps.

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. Hydro-cleaning 18,000 feet of sewer main was performed on the quarterly scheduled route. This is done to clear debris and grease from the mains and help prevent sewer spills. Customers were notified in advance. Staff has been monitoring the sewer flow in manholes using the Smartcover flow totalizers. This data will be compared to the dry weather flow to try locating areas where inflow and infiltration is entering the sewer mains. These devices will be moved around to selected manholes during the winter. Manhole inspections continue. Staff will be monitoring flow and conditions and logging the data into the online portal that was designed for the inspections. The mapping portal helps identify manholes needing inspections, along with repairs needed. Staff found a leak in the manhole near Humboldt Sanitation and made the necessary repairs to keep ground water from entering the collection system.

Wastewater Management Facility:

Daily and weekly maintenance continues at the treatment plant to perform required service on the equipment. Repairs have been made on two of the basin valves due to not closing tight. The yellow entry gate to the plant was fixed due to not operating efficiently. The contact chamber was drained and cleaned as part of a quarterly

maintenance schedule. Staff is still waiting on the new Draft Discharge permit to review and comment on.

Daily Irrigation and Observation of Reclamation Sites:

River discharge started in December. Irrigation pipe was picked up and stored for the winter. A couple homeless camps were cleaned up in the Hiller Lanes.

Street Light Department:

There were 3 streetlight complaints in December related to not having power. Power has been restored to the lights and await PG&E to show up and make new connections.

Promote Staff Training and Advancement:

Weekly tailgate meetings and training associated with job requirements. Staff received training on, Shocking Hazards around pipes, Clean worksites and Drinking and Driving.

Special Notes:

Monthly river samples were completed.
Monthly Self-Monitoring Reports (DMR/SMR) were submitted.
Public Water Monthly Monitoring report was submitted.
Monthly Water Quality report was sent to the Dept. of Health.
Monthly Drought and Conservation report was completed
Work on the Lead Service Line Inventory Phase Three
Submitted the Annual Water Loss report to the State
Attended meeting for the McCluski Tank Project.
Attended meetings and inspections for 4.5 MG Tank project
Attended Community Forest meeting
Submitted annual report to Air Quality

GIS:

Plans & Programs

- Annual review of the Crane and Hoist Safety Plan
 - No changes were made.
- Annual review of the Covid Prevention Plan
 - No changes were made
- Annual review Elevated Platforms and Arial Devices
 - No changes were made

General GIS & Maps Completed

- Lead Service Line Inventory
 - Added every service line on GIS to Inventory template.
 - Cross-referenced water service list from office to ensure no missing services and information is accurate.
 - Completed questions on other sheets in the Inventory template Excel file.
- Manhole Inspection Workflow

- Adjusted and added a couple features to increase functionality of the application.
- Central Ave Rehab Sewer & Water Mainline
 - Field Verified final record drawings from GHD with Chris Jones
 - Have begun to work with AutoCAD file to start to add new Water and Sewer features from the project.
- Washington Subdivision Sewer Features
 - Partly through adding sewer laterals for each lot in the subdivision.
 - Created storm drain features built during subdivision creation. Will be published to Facilities Web Map when Sewer Laterals are finished.

Misc. Work Completed

- USA's and Document Filing
- Finished scope of work and Lead Service Line Funding application was submitted.
- Exported Sewer Line camera reports generated from Operations Crew from 6-month hydro cleaning.

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McKinleyville Community Services District

BOARD OF DIRECTORS

February 7, 2024

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.C **Parks & Recreation Director’s Report for January 2024**

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

TYPE OF ACTION: **None**

TEEN & COMMUNITY CENTER-BOYS & GIRLS CLUB PARTNERSHIP:

Staff continues to meet with BGCR staff weekly. The Teen Club hours of Monday-Friday 2:00pm-6:00pm. The Teen Club runs 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 this month.

PARK AND RECREATION COMMITTEE:

The Park and Recreation Committee (PARC) did not meet in January.

BMX TRACK & PARK PROJECT:

Melton Design Group is working to complete the final construction bid plans. It is anticipated that the construction bid process will begin in mid-February and that construction will be able to begin in the late spring or early summer.

COMMUNITY FOREST UPDATES:

At the time of writing this report the closing documents for the property acquisition are all in order with the title company. The check from the state Natural Resources Agency to Green Diamond is currently in route. It is anticipated that the acquisition will be closed by the time of the Feb. 7th MCSD Board meeting.

The Adhoc community forest Committee met on January 30th and discussed the steps necessary to form the full McKinleyville Community Forest Committee. It is anticipated that the committee will be developed and ready to hold it’s first meeting in August of this year.

RECREATION PROGRAM UPDATES

- Drop-in Pickleball is on Monday, Wednesday, and Friday mornings 9:30am to 12:30pm at the McKinleyville Activity Center. Drop in is \$4 per person.
- Drop-in Kung Fu is on Tuesday and Thursday evenings 5:30pm-7:00pm \$10 per person per class. Bulk class passes are available to purchase at \$7.50 per class.
- Drop-in Tai Chi is Sundays 11:00am-12:00pm \$10 per person per class. Bulk class passes are available to purchase at \$7.50 per class.
 - The Martial Arts classes are averaging 10-14 people per class.

- Fast Break Friday's, a drop-in basketball program for youth ages 13 to 17. Drop-in is \$5 per participant. It is averaging 18-20 participants per week.
- Sunday Night drop-in Basketball is averaging 8-10 participants per week.
- Playgroup for children 0-5 years old is running every Thursday from 10:30am-12:30pm.
- Another Breakout Skate Camp will run February 20-23 during the President's Week school break. Registration is open and spots are still available.
- The 2024 Youth Basketball League is under way and will run through March 2nd.
- Registration for the 2024 Pee Wee Basketball League is open. Pee Wee Basketball is open for youth in Kindergarten through 2nd grade.

PARK & FACILITY MAINTENANCE UPDATES:

The Parks crew and NHES continue the routine schedule for maintenance on Central Ave. and Open Space Zone landscaping. Staff continue to keep up with daily/weekly routine facility and vehicle maintenance. Nutrients for the Hiller Sports Site fields are ordered and will be applied in February. Monthly inspections were conducted on all facilities and Open Spaces.

New "on leash" and "off leash" area designation signs have been ordered and will be installed at Hiller Park by mid-February.

FACILITY RENTALS & USE

- 12 Azalea Hall Rentals plus a weekly and a bi-weekly meeting room rental in January through February.
- 1 sport league vendor is utilizing the Activity Center Sundays January through February.

OTHER UPDATES:

- Staff has been preparing for a Recreation database software program upgrade that will go live in May.
- Staff prepared the Winter/Spring Newsletter and Activity Guide that will be mailed out to residents the week of February 12th.
- Staff continues to work with MUSD to provide staff for the school districts after school programs.
- 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:

N/A

McKinleyville Community Services District

BOARD OF DIRECTORS

February 7, 2024

TYPE OF ITEM: **INFORMATIONAL**

ITEM: F.3.D **General Manager’s Report for February 7, 2024 Meeting**

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

TYPE OF ACTION: **Information Only**

A summary of activity for the month of January 2024

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 of January:

• Use of NHE Services =	\$3,062
• WEX Labor Reimbursement =	\$0
• SWAP =	\$4,620
• Volunteer Pickleball Labor =	\$523
• CSW =	\$0
• Amazon Cost Savings =	\$42
• Repair Hiller steel gate =	\$910
• Replace NB Gen Block Heater =	\$65
• Repair Vac Con Rear Arrow =	\$260
• Replace Rebuilt Aptech Water Pump =	\$455
• Repair Arc Welder =	\$195
• Install Truck Shop Door Deadbolt =	\$90
• Install Heater – Norton UPS Enclosure =	\$130
• Install Flexible Connection – Kelly =	\$260
• <u>Retrofit Cochran External Gen Plug =</u>	<u>\$195</u>
TOTAL COST SAVINGS FOR JAN =	\$10,807

For the District’s 2023/24 Fiscal Year so far, Staff is responsible for \$294,800 in savings.

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.

4.5 Gallon Water Tank Project – The rain continues to be a challenge and is slowing everything up. The foundational base of the tanks is largely completed. Mercer Fraser

continues to work on the under-tank piping. DN Tank is schedule to also show-up early February to pour the floor and start building the tank.

The total construction base bid is \$11,642,475 and 10% contingency of \$1,164,248 totals \$12,806,723. The overall project amount is \$14,471,094. The project is funded by \$9,617,085 in Hazard Mitigation Grant funding, \$879,209 in North Coast Resource Partnership/DWR Prop. 1, Round 2 funding, for a total in grant funding for this project of \$10,496,294. The District's \$3,174,800 of matching funding will be provided by the Certificates of Participation, Series 2021A-Water bonds. The 2023/24 FY CIP budget has \$9,000,000 budgeted, and it is anticipated that the 2024/25 FY CIP budget will budget the remaining.

SRF Energy Efficiency WWMF Micro-grid Project – The installation of the microgrid at the Wastewater Management Facility (WWMF) continues to wait for PG&E to sign off on the batteries. The solar portion of the facility was brought on-line and signed off by PG&E on July 1, 2022. The District has been using and exporting solar energy since then. PG&E came out on November 16th, 2023 to do their inspection of the battery system. Unfortunately, the entire system operation was not functional, and PG&E was only able to sign off on a portion of the tests that they needed to run. A subsequent inspection still needs to be scheduled to get the final PG&E approval, and we continue to bug them about coming back out to do the final inspection.

This project is funded by a \$2.5M grant/\$2.5M loan from the State Water Resources Control Board Energy Efficiency program. The total project cost was \$3,896,326. We are working on the final grant closeout now and will have it completed in early 2024. We are also pursuing additional rebates for this project from the Federal Inflation Reduction Act and may be able to have much of the loan paid from those rebates. We are working with Jackson & Eklund to pursue those rebates.

Sewer Undercrossing Project – FEMA has still not completed their National Environmental Policy Act (NEPA) review and issued a Finding of No Significant Impact (FONSI) to release the Phase 2 funding of the grant to fund the final design and construction of the project. Pacific Legacy completed the fieldwork required for the FEMA requested additional Cultural Resources survey in June 2023 and submitted their Report of Findings in September 2023. The Pacific Legacy's Report has been forwarded to FEMA and they will forward it on to the State Historic Preservation Office as well as the local Tribal Historic Preservation Officers. FEMA is now working on completing NEPA and hopefully releasing the Phase 2 funding.

This project is funded by a Hazard Mitigation Grant from FEMA/CalOES. The original grant request was \$3,384,400 and an additional request for a total project cost of

\$6,897,400, which, if approved, would fund \$5,173,050 in grant and the District would match \$1,725,350. This fiscal years budget included \$100,000 for this project, with the remained budgeted for the 2024/25 and 2025/26 Fiscal Years. The District's match was intended to be funded from the Certificates of Participation, Series 2021B-Sewer bonds. If the project continues to be delayed, the Sewer Bond funds may need to be spent on a different sewer project.

Office Remodel – LDA Partners continues to work on the Office Remodel design. LDA completed a final floor plan and elevations views and District Staff completed a final review and approval, and LDA has moved on into the final design. We'll of course see what the Engineer's Construction Costs Estimate comes back at and make final decisions on when/if we want to go out to bid. The funding for this project has not yet been secured, but Staff is pursuing funding through the State Water Resources Control Board, Clean Water State Revolving Fund grant/loan program.

McCluski/Hewitt Tank Replacement Project – This project consists of the replacement of the two existing redwood tanks at the west end of Hewitt Ave. The existing 100,000 gallon and 150,000-gallon redwood tanks located on McCluski will be replaced with two, 200,000- gallon, glass-fused lined, bolted steel tanks. The existing grant is for Phase 1 funding, which includes the Biological and other Special Studies as well as Geotech assessment and 65% design drawings. Kennedy Jenks has completed the initial Preliminary Design Report and initial Design Drawings as well as the final Environmental Documents. The Phase 1 documents have been submitted to CalOES and FEMA in February 2024 to close out the Phase 1 portion of the grant. We also are working on submitting a request for additional grant funding, and then we will wait for the Phase 2 grant funding to be released for the construction of the tanks.

This first phase of the work cost \$155,750 overall which includes a \$38,938 District match. This grant was included in the current Fiscal Year budget and the recent Rate Study analysis and will be paid for from the Operations CIP budget. The overall grant cost estimate for this project was estimated to be \$1.44 Million, with 75% Federal Funding (\$1,079,038.50) and a 25% District match (\$359,679.50). However, the initial Preliminary Design Report estimated construction cost at \$4.64M. As mentioned, we submitted a request to see if there is additional grant funding available from FEMA/CalOES for this increased construction costs.

Fischer Lift Station Upgrade Project - A Hazard Mitigation Grant was submitted for the upgrade of the Fischer Sewer Lift station on April 6, 2022. We heard in early November 2023 that Phase 1 of this grant will be funded. The grant 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. District Staff has prepared the Request for Qualifications for Engineering Design and Environmental services and submitted it to Engineering firms and the Builder's Exchange as well as posting on our website. The Statement of Qualifications are due back February 6 at 3:30 pm. We will bring it back to the Board for approval of the selected Consultant at the March 6, 2024 Board Meeting.

The initial Phase 1 grant award is for \$243,580 with a District match of \$25,640. This project was not budgeted for in the current Fiscal Year as it was assumed it wouldn't hit until next FY. \$500,000 was budget in FY24/25 and \$500,000 in FY25/26. It is anticipated that minimal matching funds (much less than \$25k) will be spent this year.

Reporting by County Department – A regular meeting has been scheduled with President Binder, GM Kaspari, Supervisor Madrone, and the MMAC Chair, Lisa Dugan. Jesse Miles, the Executive Director of the McKinleyville Chamber of Commerce, has also begun to join us for these meetings. These meetings occur on the fourth Monday of every month to discuss various topics of concern to all four organizations and the community. At the January meeting we discussed the Valado subdivision off Pickett and what Supervisor Madrone was going to propose at the Jan. 23rd Board of Supervisor Meeting. We also discussed Measure Z and the new proposed Road Measure that the County may put on the May ballot. We also discussed the flooding of Central Ave and Chance Lane during the January storms. Supervisor Madrone, PW Director Mattson, and Operations Director Henry and GM Kaspari met on Jan. 24th to review the storm drainage that flows around the WWTP. We will of course continue these meetings in 2024 and have scheduled meetings with Airport Director Roggatz in April, District Attorney, Eads in May, and CAO Hayes in August. We are attempting to schedule meetings with the Auditor/Controller, DHHS, Scott Adaire, and second meetings with Directors Ford and Mattsen, and Sheriff Honsal.

Grant Applications – The Mad River Watermain Crossing Hazard Mitigation Grant application was submitted to CalOES in March 2021. We heard in December 2021 that the project had been forwarded by CalOES to FEMA for funding. We have not received a grant agreement for this project; however, we have received Requests for Information from FEMA on the scope of the project, so it does look like it will also be 75% grant funded.

The Federal Bipartisan Infrastructure Law funding that we will have access to will be run through the EPA funded Clean Water and Drinking Water State Revolving Fund Programs. The SRF funding in California is run through the State Water Resources Control Board. As discussed with the Board at the December 7, 2022 Board Meeting, we have submitted a Clean Water SRF application for funding the retrofit of the Fischer

and B Street Lift Stations, which are two of our highest priority Capital Improvement Projects. We submitted this grant application in December 2022 but were unfortunately notified recently that it will not be funded this Fiscal Year. Staff had heard there was additional SRF Funding, so this was a big disappointment. The grant application will remain in their queue and will be considered for funding in the 2024/25 Fiscal Year.

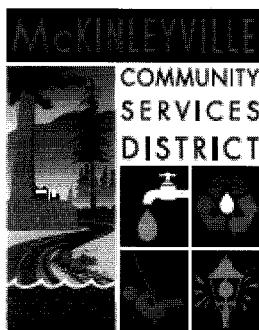
We are also finishing up the design and assessment as part of the Recycled Water Grant for the Pialorsi property. We will turn this Planning Grant into an implementation grant application for the construction of the recycled water irrigation infrastructure for the Pialorsi property as well as upgrading the existing irrigation system for the Fischer property. Staff submitted the initial portions of this grant application in September 2023.

We are also pursuing grant funding with CalTrout and GHD for the next phase of the project at the Fischer Road property. The next phase would include constructing trails/gravel roads to access the property, fencing, riparian zone restoration and possibly fishery restoration projects around the mouth of Mill Creek. We will bring all these grants back to the Board for formal approval as we reach that stage.

Meetings –The General Manager attended numerous meetings as usual. The meetings in January included numerous meetings with Green Diamond, Trust for Public Lands, and the Title Company to finalize the transfer of the Community Forest lands prior to the close. The daily and weekly construction meetings for the 4.5MG Reservoir construction continue. As well as the Hewitt Tank project design with Kennedy Jenks Engineers, the final BMX Park bid package meetings, Microgrid permitting meetings, MMAC Incorporation subcommittee meetings, and MMAC general meetings. 2024 is shaping up to be a busy year yet again.

Attachments: Attachment 1 – WWMF Monthly Self-Monitoring Report

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PHYSICAL ADDRESS:1656 SUTTER ROAD
McKINLEYVILLE, CA 95519**MAILING ADDRESS:**P.O. BOX 2037
McKINLEYVILLE, CA 95519

mckinleyvillecsd.com

MAIN OFFICE:PHONE: (707) 839-3251
FAX: (707) 839-8456**PARKS & RECREATION OFFICE:**PHONE: (707) 839-9003
FAX: (707) 839-5964R.W.Q.C.B. NORTH COAST REGION
5550 SKYLANE BLVD., SUITE A
SANTA ROSA, CA 95403

January 10, 2024

RE: MONTHLY MONITORING REPORT

Dear Justin:

Enclosed is the Monthly Monitoring Report for December 2023 for McKinleyville Community Services District Wastewater Management Facilities WDID NO. 1B82084OHUM, operating under Order Number R1-2018-0032.

The normal discharge of effluent was 6 days going to 004 and 006, and 26 days going to 001. The required monitoring and water quality constituents that were tested and reported was in compliance in December.

Effluent Limitations Parameters	Units	Average Monthly	Average Weekly	Avg. % Removal	Max Daily	Instant Max	Instant Min	Results
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 current month are as follows. Median was <1.8 and a Maximum of 34. Four samples were collected in the month of December and was in compliance.

Monthly River Monitoring was conducted in December.

Began River Discharge on December 6, 2023.

Acute Toxicity Percent Survival. Minimum for any bioassay is 70% survival. Median for three or more consecutive bioassays at least 90% survival. Acute results were 100% and TST Pass for Rainbow trout.

McKINLEYVILLE COMMUNITY SERVICES DISTRICT WASTEWATER MANAGEMENT FACILITY MONITORING DATA

MONTH: December 2023

DATE	INFLUENT FLOW		EFFLUENT FLOW		EFFLUENT MAXIMUM GPM	RIVER CFS	RIVER Dilution	INFLUENT MONITORING		EFFLUENT MONITORING		SETTLABLE SOLIDS		TOTAL COLIFORM		RSW-001			RSW-002				
	M.G.D.	M.G.D.	M.G.D.	M.G.D.				B.O.D. mg/L	TSS mg/L	(C°) TEMP	pH	CL ₂ RES.	TSS mg/L	CL ₂ RES.	RIVER CL ₂ RES.	mg/L	mg/L	TIME	PH	TEMP	D.O.	TIME	PH
1	0.789	1.012	1.040	110	N/A	370	260	7.1	13.4	5.8	0.0	2.5	N/A	<0.1									
2	1.015	0.924	894	288	N/A			7.0	13.2			2.4	N/A										
3	1.104	0.894	1123	6020	N/A			7.0	13.6			2.8	N/A										
4	0.945	0.971	1006	2100	N/A			7.1	14.0			2.7	N/A	34	10:10	7.6	12.6	10.7	10:20	7.6	12.6	10.4	
5	0.892	0.974	971	1440	N/A			7.1	14.3			2.5	N/A										
6	0.974	1.409	1691	1080	287			7.0	14.5			2.5	0.00	Started River Discharge									
7	1.027	1.426	1489	3330	1004			7.0	14.3			3.0	0.00										
8	0.944	1.508	1470	3090	944			6.9	13.3	2.0	2.8	2.8	0.00										
9	0.923	1.374	1332	1800	607			7.0	13.5			2.7	0.00										
10	0.951	1.305	1284	1260	440			6.9	13.6			2.9	0.00										
11	0.878	1.334	1354	917	304			7.0	14.6			2.9	0.00	<1.8									
12	0.853	1.252	1313	757	259			7.0	13.2			3.2	0.00		16:00	7.5	12.0	10.9	16:10	7.4	11.9	10.9	
13	0.847	1.332	1398	631	203			6.9	12.9			3.6	0.00										
14	0.831	1.200	1237	588	213			7.0	12.2			2.5	0.00										
15	0.830	1.282	1303	521	179			6.9	12.7	2.0	0.0	2.9	0.00	<0.1									
16	0.841	1.177	1260	474	169			7.1	12.6			2.9	0.00										
17	0.914	1.202	1362	434	143			7.0	13.0			3.0	0.00										
18	0.924	1.282	1340	855	286			7.0	13.3			2.5	0.00										
19	1.082	1.349	1241	1860	673			7.0	14.1			2.4	0.00										
20	1.094	1.397	1283	4740	1658			7.0	14.3			2.6	0.00										
21	1.004	1.414	1426	2680	844			7.0	13.7			2.5	0.00										
22	0.978	1.322	1292	1750	608			7.0	13.9	3.4	0.0	2.5	0.00										
23	0.959	1.299	1347	1350	450			7.0	12.2			2.5	0.00	<0.1									
24	0.947	1.220	1243	1110	401			7.0	11.7			0.9	0.00										
25	0.882	1.257	1287	944	329			7.0	12.5			2.2	0.00										
26	0.886	1.184	1197	806	302			7.1	12.7			2.4	0.00										
27	0.901	1.220	1273	741	261			7.1	12.7			2.3	0.00										
28	0.881	1.177	1182	957	363			7.1	13.7			2.2	0.00										
29	0.897	1.210	1323	950	322			7.2	14.4	5.0	4.0	2.5	0.00	<0.1									
30	1.027	1.271	1235	1930	701			7.1	14.3			2.4	0.00										
31	0.996	1.303	1324	3010	1020			7.2	13.1			2.3	0.00										

MONTHLY TESTS EFF-001 DISCHARGE TO RIVER

Ammonia Impact	Ammonia	Nitrate	Hardness	Phosphorus	Bis Phosphate	Carbon Tetrachloride	Chlorobromomethane	Dichlorobromomethane	Turbidity % Increase
0.22	1.4	7.4	120	6.6	ND	ND	(DNQ) 0.39		N/A

MONTHLY TESTS LND-001, REC-001 DISCHARGE TO PERC PONDS and LAND									
Organic nitrogen	TDS	AMMONIA	NITRATE/NITRITE	SODIUM CHLORIDE/BORON	TSS	Hardness	Ammonia	Conductivity	Turbidity
ND	310	1.40	7.40	ND	36	44	280	44	280

MONTHLY RIVER RSW-001									
TDS	Hardness	Ammonia	Conductivity	Turbidity	TSS	BOD	BOD	LBS/DAY	% Removal
96	57	ND	104	54	57	4	37	99	1

MONTHLY RIVER RSW-002									
TSS	BOD	BOD	LBS/DAY	% Removal	TSS	LBS/DAY	% Removal	Conductivity	Turbidity
15	1	37	99	1	15	37	99	98	35

ACUTE TOXICITY									
Date	Species	Test Pass/Fail	Value in ug/l	Remarks					
12/14/2023	Rainbow Trout	Pass	6.2						

EFF-001 REC-001 Quarterly									
Ammonia	Nitrate	Hardness	Ammonia	Conductivity	Turbidity	TSS	LBS/DAY	% Removal	Conductivity
EFF-001	REC-001	Quarterly	Quarterly	Quarterly	Quarterly	Quarterly	Quarterly	Quarterly	Quarterly

Signature: _____

Remarks: _____

Permit Exceedance

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

December 2023

Discharge Monitoring DATE	M-INF INFLUENT MGD	M-001 EFFLUENT MGD	MAXIMUM GPM	002 LND-001 N.POND MGD	002 LND-001 S.POND MGD	004 REC-001 FISCHER UPPER MGD	003 REC-001 FISCHER LOWER MGD	006 REC-001 PIALORSI MGD	005 REC-001 HILLER MGD	IRRGATE TOTAL MGD	001 EFF-001 RIVER MGD
1	0.789	1.012	1040	Decomissioned Perc Ponds		0.903		0.109		1.012	0.000
2	1.015	0.924	894			0.924				0.924	0.000
3	1.104	0.894	1123			0.894				0.894	0.000
4	0.945	0.971	1006			0.887		0.084		0.971	0.000
5	0.892	0.974	971			0.893		0.081		0.974	0.000
6	0.974	1.409	1691			0.372		began river discharge		0.372	1.037
7	1.027	1.426	1489							0.000	1.426
8	0.944	1.508	1470							0.000	1.508
9	0.923	1.374	1332							0.000	1.374
10	0.951	1.305	1284							0.000	1.305
11	0.878	1.334	1354							0.000	1.334
12	0.853	1.252	1313							0.000	1.252
13	0.847	1.332	1398							0.000	1.332
14	0.831	1.200	1237							0.000	1.200
15	0.830	1.282	1303							0.000	1.282
16	0.841	1.177	1260							0.000	1.177
17	0.914	1.202	1362							0.000	1.202
18	0.924	1.282	1340							0.000	1.282
19	1.082	1.349	1241							0.000	1.349
20	1.094	1.397	1283							0.000	1.397
21	1.004	1.414	1426							0.000	1.414
22	0.978	1.322	1292							0.000	1.322
23	0.959	1.299	1347							0.000	1.299
24	0.947	1.220	1243							0.000	1.220
25	0.882	1.257	1287							0.000	1.257
26	0.886	1.184	1197							0.000	1.184
27	0.901	1.220	1273							0.000	1.220
28	0.881	1.177	1182							0.000	1.177
29	0.897	1.210	1323							0.000	1.210
30	1.027	1.271	1235							0.000	1.271
31	0.996	1.303	1324							0.000	1.303
TOTAL	29.016	38.481		0.000	0.000	4.873	0.000	0.274	0.000	5.147	33.334
AVERAGE	0.936	1.241	1275	0.000	0.000	0.000	0.000	0.000	0.000	0.166	1.075
MAXIMUM	1.104	1.508	1691	0.000	0.000	0.924	0.000	0.109	0.000	1.012	1.508
MINIMUM	0.789	0.894	894	0.000	0.000	0.372	0.000	0.081	0.000	0.000	0.000
DAYS	31	31		0	0	6	0	3	0	6	26
DAYS WITH NO DISCHARGE = 5											