

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

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

**Azalea Hall  
1620 Pickett Road  
McKinleyville, California**

**Wednesday, April 2, 2014**  
**Closed Session Meeting: 6:00 P.M.**  
**Regular Board Meeting: 7:00 P.M.**

## **AGENDA**

**Closed Session Meeting: 6:00 P.M.**

### **A.1 CALL TO ORDER**

### **A.2 ROLL CALL**

**A CLOSED SESSION IS SCHEDULED FOR 6:00PM TO BE FOLLOWED  
BY THE REGULARLY SCHEDULED MEETING AT 7:00 P.M.  
(APPROXIMATE TIME).**

### **A.3 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.*

**A.3.a CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION-  
MCKINLEYVILLE COMMUNITY SERVICES DISTRICT v COUNTY OF  
HUMBOLDT, BOARD OF SUPERVISORS OF THE COUNTY OF  
HUMBOLDT, CASE NO. CV110632 LITIGATION, pursuant to  
Government Code § 54956.9(a).**

### **A.4 REPORT OUT OF CLOSED SESSION**

**Regular Meeting: 7:00 P.M.**

**A.1 CALL TO ORDER**

**A.2 ROLL CALL**

**A.3 PLEDGE OF ALLEGIANCE**

**A.4 ADDITIONS TO 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.5 APPROVAL OF THE AGENDA**

**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 minutes of the Board of Directors' Regular Meeting of March 5, 2014 **Pg. 5**  
Attachment 1-Draft Minutes from March 5, 2014  
Regular Meeting **Pg. 6**

- D.2 Consider approval of February, 2014 Treasurer's Report **Pg. 10**
- D.3 DCV Violations this month. **Pg. 30**
- D.4 Consider approval of Independent Contractor Agreement for Hiller Park **Pg. 31**  
Attachment 1-2014 Hiller Park Caretaker Agreement **Pg. 32**
- D.5 Consider approval of proposed Hiller Sports Complex Facility Use Agreement Contracts **Pg. 34**  
Attachment 1 - Facility Use Agreement Supplement (MRYSL) **Pg. 36**  
Attachment 2 - Facility Use Agreement Supplement (MLL) **Pg. 38**  
Attachment 3 - Facility Use Agreement Supplement (MBR) **Pg. 40**

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

- E.1 Consider adopting Resolution 2014-14 recognizing, honoring and commending Chris Jones for ten (10) years of service **Pg. 42**  
Attachment 1 – Resolution 2014-14 **Pg. 43**
- E.2 Employee negotiations regarding proposed one (1) year compensation contract with district employees **Pg. 44**  
Attachment 1 – Employee Negotiating Memorandum, March 7, 2014 **Pg. 47**
- E.3 Initiate process for General Manager Performance Evaluation **Pg. 48**  
Attachment 1 Board of Directors' Evaluation form GM **Pg. 50**  
Attachment 2 GM 360 performance evaluation **Pg. 53**
- E.4 Consider adopting Resolution 2014-15 for Initiating Street Light Zone # 97 **Pg. 56**  
Attachment 1 Resolution of Initiation 2014-15 **Pg. 58**  
Exhibit A **Pg. 60**  
Attachment 2 Engineers Report **Pg. 64**  
Exhibit A **Pg. 66**  
Exhibit B **Pg. 67**
- E.5 Approve Resolution 2014-12, amending the Rules and Regulations, Rule 45.03.d. RECREATION PROGRAM FEES **Pg. 68**  
Attachment 1 - Resolution 2014-12 **Pg. 70**
- E.6 Consider Board President to Execute Lease Extension Agreement for Fischer Ranch **Pg. 71**  
Attachment 1- Lease Extension Agreement **Pg. 73**  
Exhibit A **Pg. 76**

- E.7 Review Regulation 16. RATES specifically Rule 27.04. Sewer Charges and approve annual increase which is scheduled for July 1, 2014 as per MCSD Rules and Regulations **Pg. 97**  
Attachment 1- Resolution 2012-17 **Pg. 99**
- E.8 Parks & General Fund Operating Budget – Draft 1 **Pg.103**  
Attachment 1- FY 2014-15 Draft Operating Budget for Parks/General Fund and Measure B Fund **Pg.104**
- E.9 Approve revisions to the Parks & Recreation Master Plan to include the possible installation of an observation deck for bird watching at a District Property **Pg.105**
- E.10 Consider nominations for District Board member to serve on Local Agency Formation Commission (LAFCo) **Pg.107**  
Attachment 1 – LAFCo Letter Dated March 20, 2014; Special District Member Nomination Form; Special District Member Candidate Information Sheet **Pg.109**

## **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. Recreation Advisory Committee (Wheeler/Couch (alternate))
- b. Area Fund (John Kulstad)
- c. Redwood Region Economic Development Commission (Mayo/Edwards (alternate))
- d. McKinleyville Senior Center Advisory Committee (Edwards)
- e. Audit (Corbett/Edwards)
- f. Employee Negotiations (Couch/ Edwards)
- g. Water Task Force (Wheeler/Corbett (alternate))
- h. AdHoc No Drugs & Toxics Down the Drain (Wheeler/Couch (alternate))
- i. McKinleyville Municipal Advisory Committee (Edwards/Corbett (alternate))

### **F.2. STAFF REPORTS**

- a. Support Services Department (Colleen M.R.Trask) **Pg.112**
- b. Operations Department (James Henry) **Pg.114**
- c. Parks and Recreation Department (Jason Sehon) **Pg.116**
- d. General Manager (Greg Orsini) **Pg.120**  
Attachment 1 WWMF Report for February 2014 **Pg.122**  
Attachment 2 Pharmaceutical Round Up Event **Pg.125**

### **F.3. PRESIDENT'S REPORT**

### **F.4. BOARD MEMBERS' COMMENTS, ANNOUNCEMENTS, REPORTS AND AGENDA ITEM REQUESTS**

## **G. ADJOURNMENT**

**Posted 5:00 pm on March 28, 2014**



# **McKinleyville Community Services District**

## **BOARD OF DIRECTORS**

April 2, 2014

TYPE OF ITEM: **ACTION**

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**ITEM: D.1**                      **Consider Approval of Minutes from the Board of Directors' March 5, 2014 Regular Meeting.**

**PRESENTED BY:**              **Kathy Wilson, Board Secretary**

**TYPE OF ACTION:**              **Voice Vote-Consent Calendar**

**Recommendation:**

Staff recommends that the Board review the draft minutes from the March 5, 2014 Regular Board Meeting, recommend edits and provide staff with direction.

**Discussion:**

The Draft Minutes are attached for the above listed meetings.

**Alternatives:**

Staff's analysis includes the following potential alternative:

- Take no action

**Fiscal Analysis:**

Not applicable

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments**

- Attachment 1-Draft Minutes from March 5, 2014 Regular Meeting

**MINUTES OF THE REGULAR MEETING OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT  
HELD ON WEDNESDAY, MARCH 5, 2014 AT 7:00PM  
AZALEA HALL, 1620 PICKETT ROAD, MCKINLEYVILLE, CA.**

**AGENDA ITEM A.1 thru A.3 – CALL TO ORDER, ROLL CALL, And PLEDGE OF ALLEGIANCE:** Audio was not captured for Agenda item A.1 through A.5. The regular meeting of the Board of Directors of McKinleyville Community Services District convened at 7:01pm with the following Directors and staff in attendance:

David Couch, President  
John Corbett, Director  
Helen Edwards, Director  
Dennis Mayo, Director  
George Wheeler, Director

Gregory Orsini, General Manager  
Colleen M.R. Trask, Finance Director  
James Henry, Operations Director  
Kathy Wilson, Board Secretary

President Couch led the pledge of allegiance.

**AGENDA ITEM A.4 ADDITIONS TO THE AGENDA:** There were no additions to the agenda. President Couch asked for public input and no public input was offered.

**AGENDA ITEM A.5 – APPROVAL OF THE AGENDA:**

**MOTION:** It was moved to adopt the agenda. Motion Corbett; second by Edwards

**MOTION VOTE:** Ayes; Corbett, Couch, Edwards, Mayo and Wheeler  
Nays; None  
Absent; None  
Abstain; None

**MOTION SUMMARY:** Motion Passed – 5 Ayes; 0 Nays

Audio begins with Chris Fisher from Wildan Financial Services speaking.

**AGENDA ITEM B – PUBLIC HEARINGS:**

**B.1 Public Hearing/Protest report and final reading of Resolution 2014-13 for water rate adjustment:**

General Manager Greg Orsini introduced Chris Fisher with Wildan Financial Services. Mr. Fisher was present to provide background on the update of the Water Rate Analysis and Financial Plan Study that was originally completed for the McKinleyville Community Services District (MCSD) in 2012. General Manger Orsini reported that proper noticing of the hearing was done with a "Notice of Public Hearing" mailed to each parcel within the MCSD service area in compliance with Proposition 218. After a brief Board discussion President Couch opened the public hearing and the following people addressed the Board:

1. Don Dodd protested the rate increase and the process.
2. Sherry Spillman was not issuing a protest, but asked about the recovery component.
3. Marjorie Alden expressed concern with the rate increase and what happens at the end of the three (3) year period.
4. Dave Fisher expressed concern regarding the Q&A statement MCSD published, specifically the reduction in services and questioned the impact they would have and stated he opposes the rate increase.
5. Jeff Dunk stated he understands why the water rate increase needs to happen and he appreciates the process.

General Manager Orsini responded to the questions that were offered by the public. Brief discussion took place between the directors. President Couch closed the public hearing. Board Secretary Kathy Wilson reported that there was not sufficient written protests submitted resulting in a majority protest to the proposed new rates. A total of fourteen (14) written protests were received.

**MOTION:** It was moved to adopt Resolution 2014-13 of the MCKINLEYVILLE COMMUNITY SERVICES DISTRICT AMENDING RULE 16.01 OF THE MCSD RULES AND REGULATIONS TO INCREASE THE RATES OF THE DISTRICT'S WATER SERVICE CHARGE. Motion by Mayo; second by Edwards

**ROLL CALL VOTE:** Ayes: Corbett, Couch, Edwards, Mayo and Wheeler  
Nays: None  
Absent: None  
Abstain: None

**MOTION SUMMARY:** Motion Passed – 5 Ayes; 0 Nays

**B.2 A Resolution of the Board of Directors of the McKinleyville Community Services District Ordering the Levy and Collection of Assessments within the Measure B Maintenance Assessment District – Renewal for Parks, Open Space, and Recreational Facilities for Fiscal Year 2014-15:** General Manager Orsini introduced the process related to the proposed Annual Levy of Assessments for Fiscal Year 2014-2015 of the Measure B Assessment District. President Couch opened the public hearing. No public testimony or written protest was offered. President Couch closed the public hearing.

**MOTION:** It was moved to adopt Resolution 2014-10 of the BOARD OF DIRECTORS OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE MEASURE B MAINTENANCE ASSESSMENT DISTRICT — RENEWAL FOR PARKS, OPEN SPACE, AND RECREATIONAL FACILITIES FOR FISCAL YEAR 2014-15. Motion by Corbett; second by Mayo

**ROLL CALL VOTE:** Ayes: Corbett, Couch, Edwards, Mayo and Wheeler  
Nays: None  
Absent: None  
Abstain: None

**MOTION SUMMARY:** Motion Passed – 5 Ayes; 0 Nays

**AGENDA ITEM C - PUBLIC COMMENT AND WRITTEN COMMUNICATIONS:** President Couch opened public input and one member of the public spoke:

1. Sheri Woo, Director Humboldt Bay Municipal Water District commented on the successful release of information regarding the rate increase and reported that Ruth Lake is 93% full.

#### **AGENDA ITEM D – CONSENT CALENDAR:**

D.1 Consider approval of the minutes of the Board of Directors' Regular Meeting of February 5, 2014

D.2 Consider approval of January 2014 Treasurer's Report

D.3 DCV Violations this month

**MOTION:** It was moved to adopt the consent calendar item D.1 through D.3. No objections were made.

Motion by Corbett; second by Edwards

**MOTION VOTE:** Ayes: Corbett, Couch, Edwards, Mayo and Wheeler  
Nays: None  
Absent: None  
Abstain: None

**MOTION SUMMARY:** Motion Passed – 5 Ayes; 0 Nays

#### **AGENDA ITEM E – CONTINUED AND NEW BUSINESS:**

**E.1 Regional Housing Need Assessment (RHNA) Presentation:** President Couch introduced Michael Richardson Senior Planner, County of Humboldt. Mr. Richardson was present to provide us with a briefing regarding the Humboldt County Housing Element update. After the presentation Mr. Richardson welcomed questions from the Board. Lengthy discussion took place between the Board and Mr. Richardson regarding the Humboldt County Housing Element update. This fifth revision of the Housing Element is required to be completed and approved by the Department of Housing and Community Development by July 1, 2014. Staff noted comments made by the Board and will include them in a comment letter to the County Planning Department.

**INFORMATIONAL ITEM:** No action required or taken by the Board

**E.2 Authorize travel to the 2014 Special District Legislative Days (SDLD) on May 20 & 21, 2014 in**

**Sacramento, CA:** General Manager Orsini and Director Mayo advocated for interested Board Members to attend the SDLD conference. Attendees will gain insights on policy changes impacting our agencies and will have opportunity to meet with legislators, key issue speakers and California's policy leaders.

**MOTION:** It was moved to authorize interested Board Members to travel to the 2014 Special District Legislative Days on May 20 & 21, 2014 in Sacramento, CA for training. Motion by Mayo;

General Manager Orsini asked the Board to identify specific names of Board Members interested in attendance to be in compliance with Board policy. After brief discussion, Director Mayo amended his motion to read:

**AMENDED MOTION:** It was moved to authorize interested Board Members Couch, Edwards, Mayo and Wheeler to travel to the 2014 Special District Legislative Days on May 20 & 21, 2014 in Sacramento, CA for training.

Motion by Mayo; second by Corbett

**MOTION VOTE:** Ayes: Corbett, Couch, Edwards, Mayo and Wheeler

Nays: None

Absent: None

Abstain: None

**MOTION SUMMARY:** Motion Passed – 5 Ayes; 0 Nays

**E.3 Approve Resolution 2014-11 to modify Rules and Regulations related to 14.02 and 14.09: Finance**

Director Trask explained both the current and revised water rate adjustments are designed to phase in changes over multiple fiscal years resulting in a requirement for Board action every year by Resolution to update the Rules and Regulations. Revision of the language was suggested to reduce the inefficiency.

**MOTION:** It was moved to adopt RESOLUTION 2014-11 of the MCKINLEYVILLE COMMUNITY SERVICES DISTRICT AMENDING REGULATION 14, RULES 14.02 AND 14.09 TO ACCOMMODATE CHANGES IN COSTS FOR BULK WATER SERVICE AND TEMPORARY SERVICE. Motion by Edwards; second by Corbett

**ROLL CALL VOTE:** Ayes: Corbett, Couch, Edwards, Mayo and Wheeler

Nays: None

Absent: None

Abstain: None

**MOTION SUMMARY:** Motion Passed – 5 Ayes; 0 Nays

**E.4 Discussion of the Draft Capital Improvement Plan for the Water & Sewer Funds, Fiscal Year Ending**

**June 30, 2015:** Finance Director Trask presented the draft of the Fiscal year 2014-2015 Capital Improvement Project (CIP) and welcomed discussion with the Board.

**INFORMATIONAL ITEM: No action required or taken by the Board**

**E.5 Approve Resolution 2014-08 Authorizing GM to submit applications for State Revolving Fund (SRF) and Resolution 2014-09 Authorizing GM to sign Memorandum of Mutual Understanding (MOMU)**

**Regarding the North Coast Integrated Regional Water Management Plan:** General Manager Orsini asked the Board for authorization to complete and sign applications for SRF grants and loans; and for authorization to sign the Memorandum of Mutual Understanding regarding the North Coast Integrated Regional Water Management Plan.

**MOTION:** It was moved to adopt Resolution 2014-08 Authorizing GM to submit applications for State Revolving Fund (SRF); AND Resolution 2014-09 Authorizing GM to sign Memorandum of Mutual Understanding (MOMU) Regarding the North Coast Integrated Regional Water Management Plan. Motion by Edwards; second by Mayo

**ROLL CALL VOTE:** Ayes: Corbett, Couch, Edwards, Mayo and Wheeler

Nays: None

Absent: None

Abstain: None

**MOTION SUMMARY:** Motion Passed – 5 Ayes; 0 Nays

#### **AGENDA ITEM F-REPORTS:**

**F.1.a Recreation Advisory Committee (Wheeler/Couch (alternate))**

Director Wheeler gave highlights of the meeting reporting that a group interested in flying small cellophane airplanes was present and discussion of facility rate increases, teen center, solar and memorial benches took place.

**F.1.b Area Fund (John Kulstad)**

Director Edwards reported they had several applications for grants.

**F.1.c Redwood Region Economic Development Commission (Mayo/Edwards (alternate))**

Director Mayo reported that Sean McLaughlin with Humboldt Access presented information on community media training and information specific to RREDC regarding loans.

**F.1.d McKinleyville Senior Center Advisory Committee (Edwards)**

Director Edwards was invited to the Regular Board Meeting and found it very interesting.

**F.1.e Audit (Corbett/Edwards)**

Didn't meet.

**F.1.f Employee Negotiations (Couch/Edwards)**

Director Couch reported they met and are in negotiations and will meet again on March 7, 2014.

**F.1.g Water Task Force (Wheeler/Corbett (alternate))**

Director Wheeler stated they didn't meet, but announced a meet and greet was scheduled for March 18, 2014 at 2:00pm.

**F.1.h AdHoc No Drugs & Toxics Down the Drain (Wheeler/Couch (alternate))**

Didn't meet.

**F.1.i McKinleyville Municipal Advisory Committee (Edwards/Corbett (alternate))**

Director Edwards reported on the "Walk up Central Avenue" and the ongoing discussion for additional sheriff security in McKinleyville.

**F.2.a - SUPPORT SERVICES DEPARTMENT:** Finance Director Trask reported that the request for proposal from local accounting firms for a three-year audit cycle of the District has generated requests for more information. She further pointed out the Treasurer's Report Highlight in her report and will continue giving "Highlights" each month. The DocStar system is up and running and training is continuing.

**F.2.b - OPERATIONS DEPARTMENT:** Operations Director Henry reported that the Streetlights are on their way.

**F.2.c - PARKS & RECREATION DEPARTMENT:** No report.

**F.2.d - GENERAL MANAGER:** General Manager Orsini reported that management met with members of California trout to discuss the potential reutilization of the perk ponds after they are decommissioned, for Coho Salmon rearing ponds.

**AGENDA ITEM F.3 PRESIDENT'S REPORT:** Nothing to report.

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

Director Mayo reported on the Local Government Committee meeting he recently attended in Sacramento.

#### **AGENDA ITEM G – CLOSED SESSION DISCUSSION – NO CLOSED SESSION SCHEDULED**

#### **AGENDA ITEM H – ADJOURNMENT:**

**MOTION:** It was moved to adjourn the meeting at 10:20pm. Motion by Wheeler; second by Edwards

**MOTION VOTE:** Ayes; Corbett, Couch, Edwards, Mayo and Wheeler  
Nays; None  
Absent; None  
Abstain; None

**MOTION SUMMARY:** Motion Passed-5 AYES; 0 NAYS

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Kathy Wilson, Board Secretary

**McKinleyville Community Services District  
Treasurer's Report  
February 2014**

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**McKinleyville Community Services District  
Investments & Cash Flow Report  
As of February 28, 2014**

Petty Cash & Change Funds 940.00

**Cash**

<b>Operating &amp; Money Market - Beginning Balance</b>		365,190.12
<b>Cash Receipts:</b>		
Utility Billings	310,460.28	
Money Market Account Interest	19.38	
Transfers from County Funds #2560, #4240	-	
Other Cash Receipts	68,760.08	
<b>Total Cash Receipts</b>		379,239.74
<b>Cash Disbursements:</b>		
Payroll Related Expenditures	(184,987.87)	
Debt Service	(43,198.00)	
Capital & Other Expenditures	(200,384.18)	
<b>Total Cash Disbursements</b>		(428,570.05)
<b>Operating &amp; Money Market - Ending Balance</b>		315,859.81
<b>Total Cash</b>		316,799.81

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

<b>LAIF - Beginning Balance</b>	128,263.73	
Interest Income	-	
<b>LAIF - Ending Balance</b>		128,263.73
<b>Humboldt Co. #2560 - Beginning Balance</b>	637,571.72	
Property Taxes	-	
Transfer to/from Operating Cash	-	
Interest Income	355.98	
<b>Humboldt Co. #2560 - Ending Balance</b>		637,927.70
<b>Humboldt Co. #4240 - Beginning Balance</b>	4,681,399.92	
Property Taxes	-	
Transfer to/from Operating Cash	-	
Interest Income	2,317.93	
<b>Humboldt Co. #4240 - Ending Balance</b>		4,683,717.85
<b>Humboldt Co. #9390 - Beginning Balance</b>	110,584.40	
Interest Income	-	
<b>Humboldt Co. #9390 - Ending Balance</b>		110,584.40
<b>USDA Bond Reserve Fund - Beginning Balance</b>	138,444.91	
Bond Reserve Payment	15,292.74	
Debt Service Payment	(15,821.05)	
Interest Adjustment	(51.59)	
<b>USDA Bond Reserve Fund - Ending Balance</b>		137,865.01
<b>Market Valuation Account</b>		(180.00)

**Total Investments** 5,698,178.69

**Total Cash & Investments - Current Month** 6,014,978.50

**Total Cash & Investments - Prior Month** 6,062,215.80

**Net Change to Cash & Investments This Month** (47,237.30)

**Cash & Investment Summary**

Cash & Cash Equivalents	5,121,082.55
Davis-Grunsky Loan Reserve	597,305.39
Waste Water Capital Reserve	98,725.55
USDA Bond Reserve	137,865.01
I-Bank Loan Reserve	60,000.00
<b>Total Cash &amp; Investments</b>	6,014,978.50

McKinleyville Community Services District  
Consolidated Balance Sheet by Fund  
As of February 28, 2014

	Governmental Funds			Proprietary Funds		
	Parks & General	Measure B	Streetlights	Water	Sewer	Total (Memorandum Only)
<b>ASSETS</b>						
Current Assets						
Unrestricted cash & cash equivalents	\$ 796,937.81	\$ 317,118.41	\$ (160,214.23)	\$ 786,186.20	\$ 3,380,813.67	\$ 5,120,841.86
Accounts receivable	3,034.92	-	4,368.32	233,322.07	171,016.71	411,742.02
Prepaid expenses & other current assets	10,581.23	-	872.27	76,025.07	38,732.87	126,211.44
Total Current Assets	810,553.96	317,118.41	(154,973.64)	1,095,533.34	3,590,563.25	5,658,795.32
Noncurrent Assets						
Restricted cash & cash equivalents	171,213.67	-	-	657,305.39	236,645.68	1,065,164.74
Other noncurrent assets	4,454.00	-	-	-	-	4,454.00
Capital assets (net)	-	-	-	6,980,102.92	11,751,885.59	18,731,988.51
Total Noncurrent Assets	175,667.67	-	-	7,637,408.31	11,988,531.27	19,801,607.25
<b>TOTAL ASSETS</b>	<b>\$ 986,221.63</b>	<b>\$ 317,118.41</b>	<b>\$ (154,973.64)</b>	<b>\$ 8,732,941.65</b>	<b>\$ 15,579,094.52</b>	<b>\$ 25,460,402.57</b>
<b>LIABILITIES &amp; FUND BALANCE/NET ASSETS</b>						
Current Liabilities						
Accounts payable & other current liabilities	\$ 59,850.25	\$ -	\$ 181.06	\$ 178,981.63	\$ 37,841.39	\$ 276,854.33
Accrued payroll & related liabilities	83,371.50	-	-	36,451.18	36,451.18	156,273.86
Total Current Liabilities	143,221.75	-	181.06	215,432.81	74,292.57	433,128.19
Noncurrent Liabilities						
Long-term debt	-	-	-	3,217,441.00	1,038,529.48	4,255,970.48
Other noncurrent liabilities	4,454.00	-	-	204,042.01	205,498.16	413,994.17
Total Noncurrent Liabilities	4,454.00	-	-	3,421,483.01	1,244,027.64	4,669,964.65
<b>TOTAL LIABILITIES</b>	<b>147,675.75</b>	<b>-</b>	<b>181.06</b>	<b>3,636,915.82</b>	<b>1,318,320.21</b>	<b>5,103,092.84</b>
Fund Balance/Net Assets						
Fund balance	46,650.29	317,118.41	(155,154.70)	-	-	208,614.00
Net assets	791,895.59	-	-	1,333,363.91	3,547,418.20	5,672,677.70
Investment in capital assets, net of related debt	-	-	-	3,762,661.92	10,713,356.11	14,476,018.03
Total Fund Balance/Net Assets	838,545.88	317,118.41	(155,154.70)	5,096,025.83	14,260,774.31	20,357,309.73
<b>TOTAL LIABILITIES &amp; FUND BALANCE/NET ASSETS</b>	<b>\$ 986,221.63</b>	<b>\$ 317,118.41</b>	<b>\$ (154,973.64)</b>	<b>\$ 8,732,941.65</b>	<b>\$ 15,579,094.52</b>	<b>\$ 25,460,402.57</b>
Difference in Reclass from Cap Assets to Net Assets:						
Investment in General Capital Assets	<u>\$ 3,507,551.44</u>					
General Long-term Liabilities						
OPEB Liability	147,783.23					
Accrued Compensated Absences	29,647.36					
<b>TOTAL GENERAL LONG-TERM LIABILITIES</b>	<b>\$ 177,430.59</b>					



**McKinleyville Community Services District**  
**Activity Summary by Fund, Original Budget**  
**February 2014**

Department Summaries	February	YTD	Original YTD Budget	Over (Under) YTD Budget	Over (Under) YTD Budget %	Notes
<b><u>Water</u></b>						
Water Sales	131,208	1,333,162	1,406,059	(72,897)	-5.18%	
Other Revenues	68,772	446,611	172,700	273,911	158.61%	Includes Contributed Capital \$181,815 and Capacity Fees \$89,920
Total Operating Revenues	199,980	1,779,774	1,578,759	201,015	12.73%	
Salaries & Benefits	53,725	467,029	503,223	(36,194)	-7.19%	
Water Purchased	65,512	540,466	550,667	(10,201)	-1.85%	
Other Expenses	24,936	226,742	245,863	(19,121)	-7.78%	
Depreciation	25,250	200,850	193,333	7,517	3.89%	
Total Operating Expenses	169,423	1,435,088	1,493,086	(57,998)	-3.88%	
Net Operating Income	30,557	344,685	85,673	143,017		
Interest Income	837	7,589	8,000	(411)	-5.14%	
Interest Expense	(6,447)	(55,806)	(53,535)	2,271	4.24%	
<b>Net Income (Loss)</b>	<b>24,946</b>	<b>296,468</b>	<b>40,138</b>	<b>256,330</b>		
<b><u>Sewer</u></b>						
Sewer Service Charges	137,231	1,181,615	1,133,333	48,282	4.26%	
Other Revenues	26,686	401,873	198,767	203,106	102.18%	Includes Contributed Capital \$206,580 and Capacity Fees \$134,795
Total Operating Revenues	163,917	1,583,488	1,332,100	251,388	18.87%	
Salaries & Benefits	61,276	525,683	505,768	19,915	3.94%	
Other Expenses	42,235	288,666	396,655	(107,989)	-27.23%	Budget is spread evenly across 12 months, but actuals vary with payments
Depreciation	38,550	308,250	308,667	(417)	-0.14%	
Total Operating Expenses	142,061	1,122,598	1,211,090	(88,492)	-7.31%	
Net Operating Income	21,855	460,889	121,010	339,879		
Interest Income	1,485	13,315	13,333	(18)	-0.14%	
Interest Expense	(2,646)	(30,446)	(39,163)	(8,717)	-22.26%	Budget spread evenly across 12 months, but actuals vary w/debt payments
<b>Net Income (Loss)</b>	<b>20,694</b>	<b>443,759</b>	<b>95,180</b>	<b>348,579</b>		
<b>Enterprise Funds Net Income (Loss)</b>	<b>45,640</b>	<b>740,227</b>	<b>135,318</b>	<b>604,909</b>		

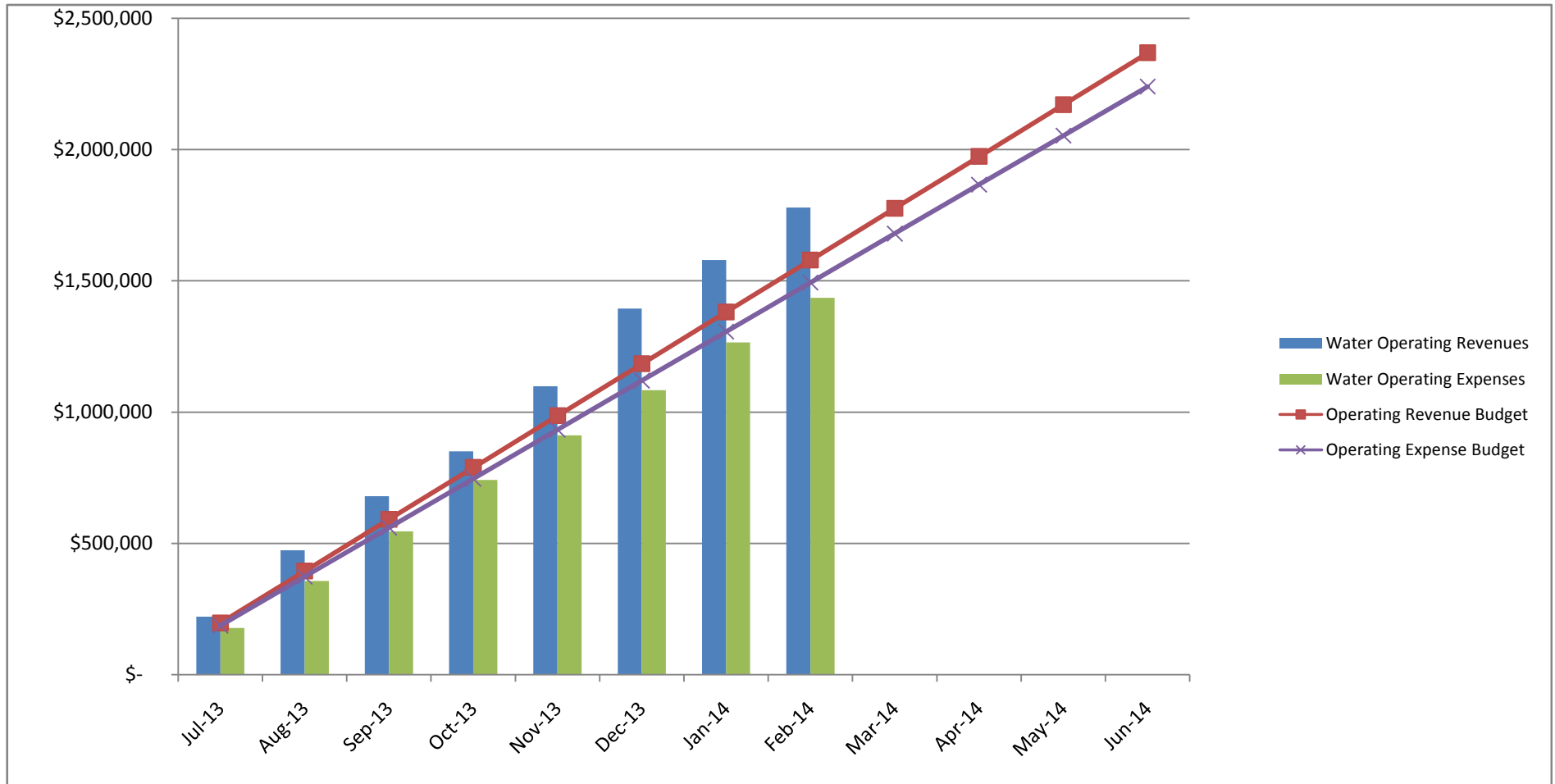
**McKinleyville Community Services District**  
**Activity Summary by Fund, Original Budget**  
**February 2014**

Department Summaries	February	YTD	Original YTD Budget	Over (Under) YTD Budget	Over (Under) YTD Budget %	Notes
<b><u>Parks &amp; Recreation</u></b>						
Program Fees	27,806	209,681	222,867	(13,186)	-5.92%	County Tax remittance scheduled in December and April Revenue budget spread evenly across 12 months, but actuals vary w/receipts
Rents & Related Fees	1,633	42,602	50,953	(8,351)	-16.39%	
Property Taxes	-	260,677	340,000	(79,323)	-23.33%	
Other Revenues	7,014	65,078	122,200	(57,122)	-46.74%	
Interest Income	356	2,242	2,100	142	6.78%	
Total Revenues	36,808	580,280	738,120	(157,840)	-21.38%	
Salaries & Benefits	65,022	512,888	518,085	(5,197)	-1.00%	Expense budget spread evenly across 12 months, but actuals vary w/payments Purchase of Washington Avenue parcel, playground equipment for Pierson Park
Other Expenditures	16,277	169,394	151,360	18,034	11.91%	
Capital Expenditures	1,800	167,886	68,667	99,219	144.49%	
Total Expenditures	83,099	850,168	738,112	112,056	15.18%	
<b>Excess (Deficit)</b>	<b>(46,291)</b>	<b>(269,888)</b>	<b>8</b>	<b>(269,896)</b>		
<b><u>Measure B Assessment</u></b>						
Total Revenues	-	118,722	139,417	(20,695)	-14.84%	County Tax remittance scheduled in December and April
Salaries & Benefits	6,516	55,292	63,973	(8,681)	-13.57%	Maintenance salary & supplies expended before Measure B revenue received
Other Expenditures	-	2,260	5,667	(3,407)	-60.13%	Expense budget spread evenly across 12 months, but actuals vary w/payments
Capital Expenditures	-	17,061	69,215	(52,154)	-75.35%	Vendor invoices not yet received for Teen Center design work
Total Expenditures	6,516	74,612	138,855	(64,243)	-46.27%	
<b>Excess (Deficit)</b>	<b>(6,516)</b>	<b>44,110</b>	<b>562</b>	<b>43,548</b>		
<b><u>Street Lights</u></b>						
Total Revenues	7,525	73,729	125,600	(51,871)	-41.30%	
Salaries & Benefits	2,659	32,146	26,533	5,613	21.15%	LED project - fixtures received and installation proceeding
Other Expenditures	3,698	29,052	29,340	(288)	-0.98%	
Capital Expenditures	-	96,575	66,667	29,908	44.86%	LED project - fixtures received and installation proceeding
Total Expenditures	6,357	157,772	122,540	35,232	28.75%	
<b>Excess (Deficit)</b>	<b>1,167</b>	<b>(84,043)</b>	<b>3,060</b>	<b>87,103</b>		
<b>Governmental Funds Excess (Deficit)</b>	<b>(51,640)</b>	<b>(309,821)</b>	<b>3,630</b>	<b>(313,451)</b>		

# McKinleyville Community Services District

## February 2014

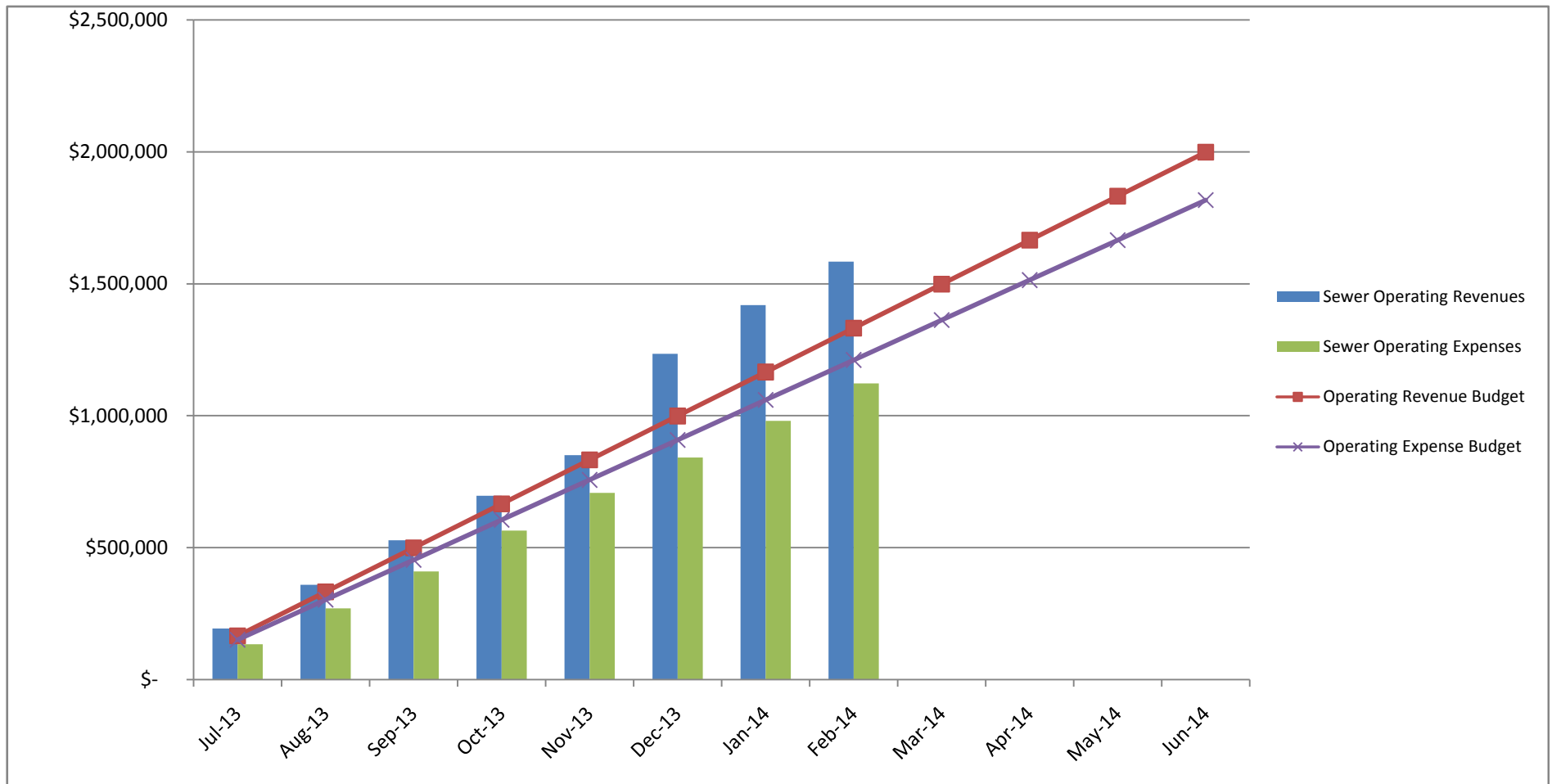
### Comparison of Water Fund Operating Revenues & Expenses to Budget



# McKinleyville Community Services District

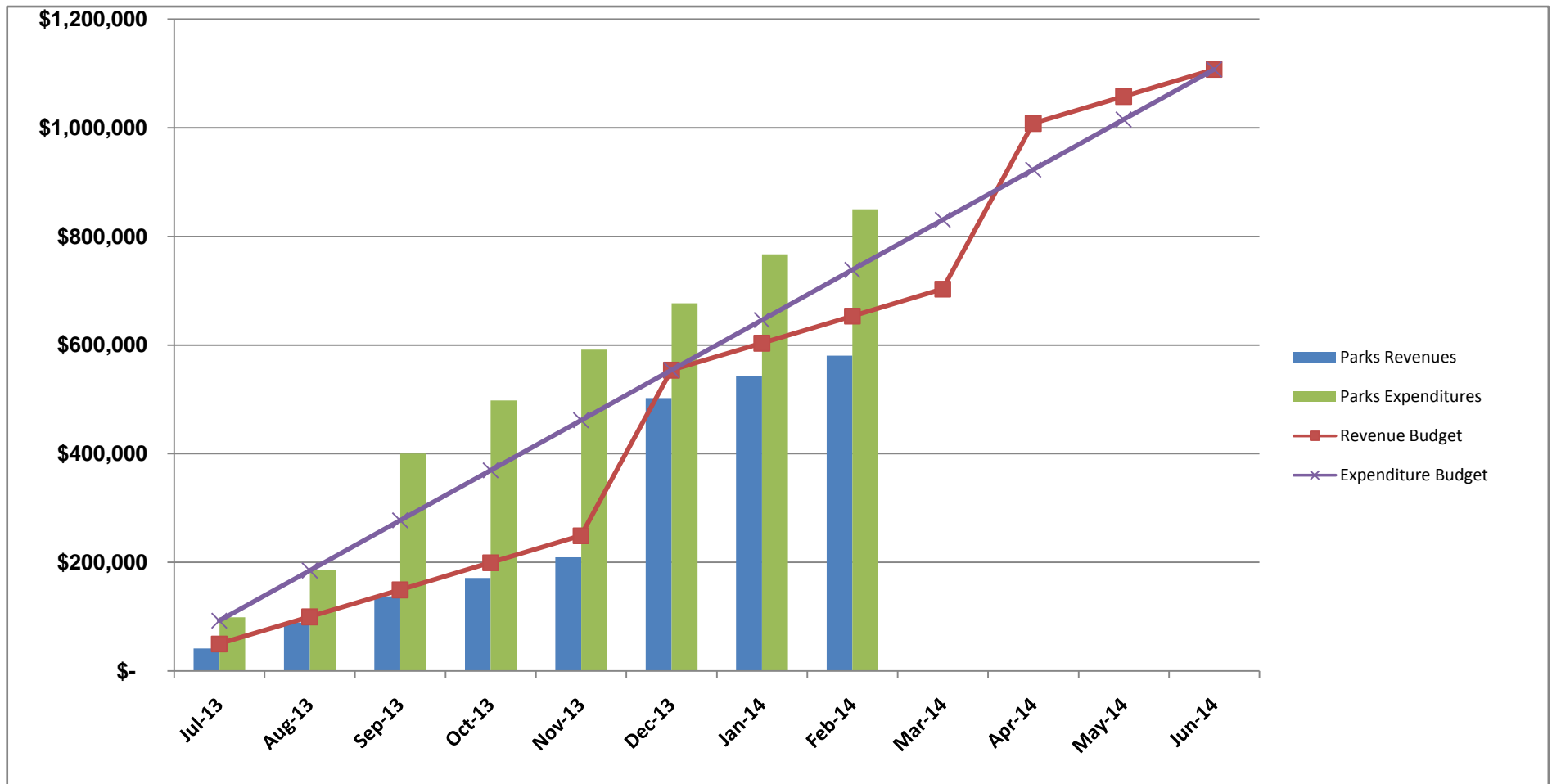
## February 2014

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



# McKinleyville Community Services District February 2014

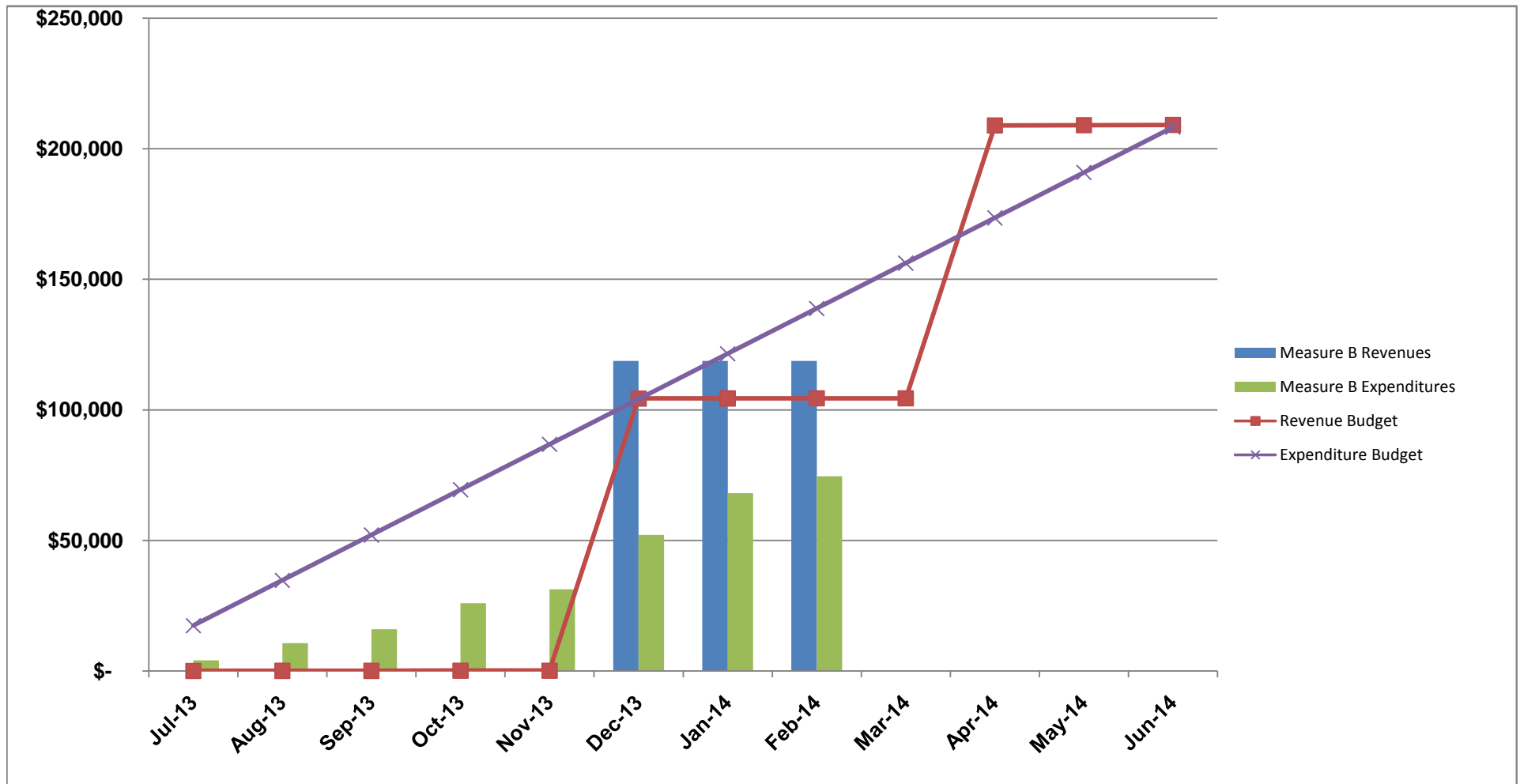
## Comparison of Parks & Recreation Total Revenues & Expenditures to Budget



# McKinleyville Community Services District

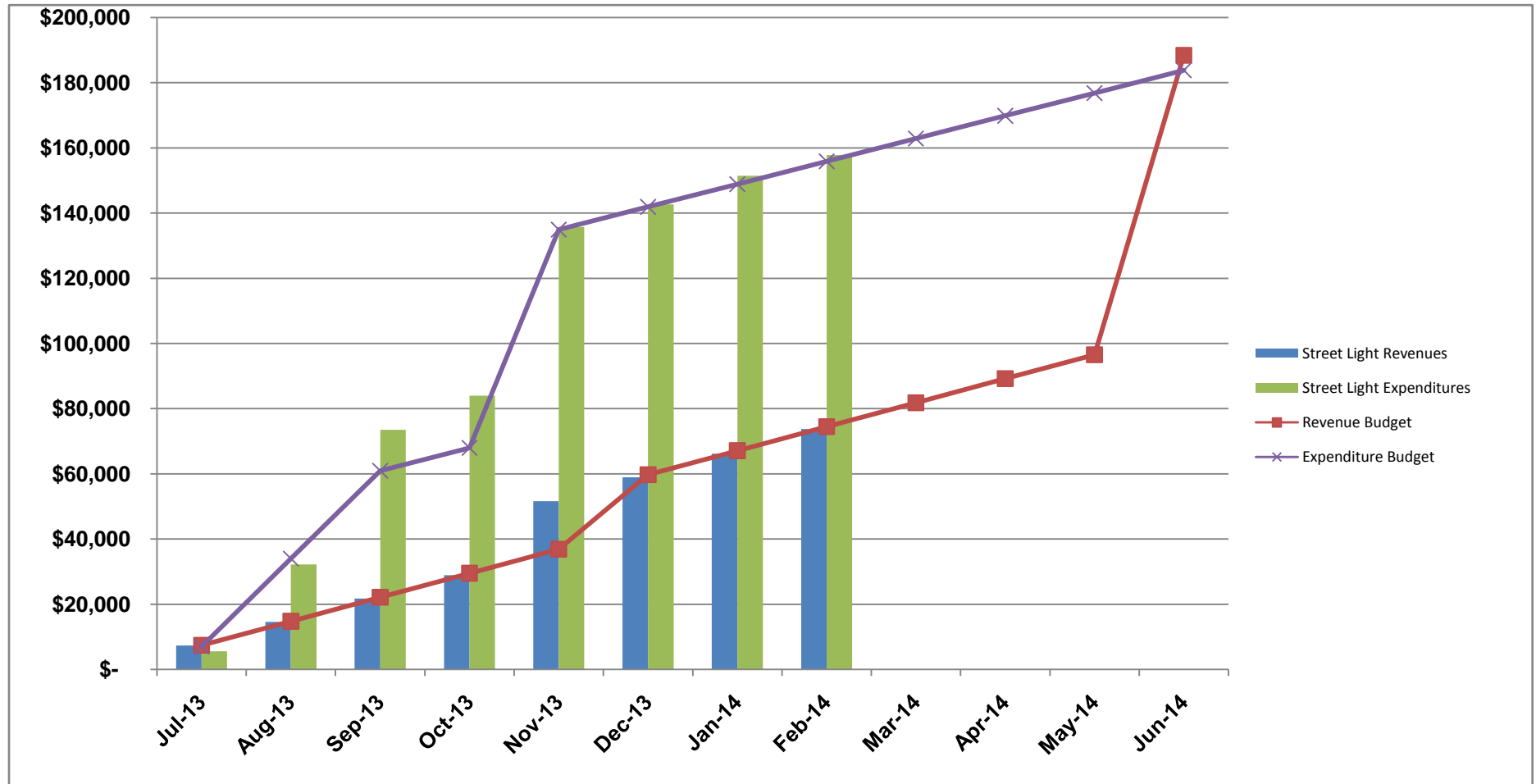
## February 2014

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



# McKinleyville Community Services District February 2014

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



**McKinleyville Community Services District**  
**Capital Expenditure Report**  
**As of February 28, 2014**

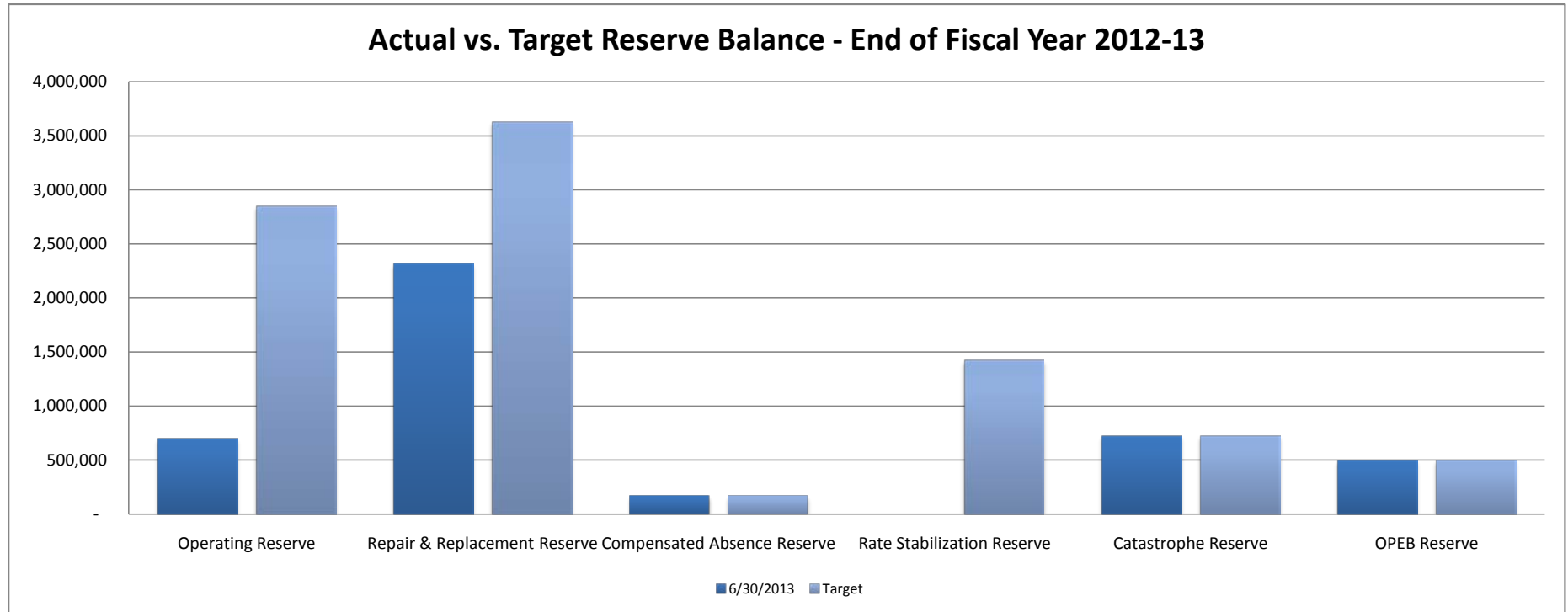
	February	YTD Total	FY 13-14 Budget	Remaining		
				Budget \$	Budget %	Notes
<b><u>Water Department</u></b>						
Ramey Pump Upgrades	-	-	-	-	#DIV/0!	
Emergency Water Line River Crossing	176	3,795	2,000,000	1,996,205	100%	OLA Assoc - design work
4.5m New Water Tank	4,355	14,726	-	(14,726)	#DIV/0!	Drilling, LACO Assoc.
Fire Hydrant System Upgrade		-	8,000	8,000	100%	
Customer Meter Replacements		-	90,000	90,000	100%	
Radio Telemetry Upgrade	116	11,871	25,000	13,129	53%	Equipment purchased
Meter Reading Equipment Replacement		-	6,000	6,000	100%	
Property Purchase & Improvements		-	6,000	6,000	100%	
<b>Subtotal</b>	<b>4,647</b>	<b>30,393</b>	<b>2,135,000</b>	<b>2,104,607</b>	<b>99%</b>	
<b><u>Sewer Department</u></b>						
Sewer Main Rehab & Replacement		-	50,000	50,000	100%	
WWMF Roof Replacement		-	10,000	10,000	100%	
WWMF Sludge Disposal & Handling		-	250,000	250,000	100%	
WWMF & Fischer Lift Stn Grinder Upgrade		-	15,000	15,000	100%	
Sewer Main Camera Unit		-	30,000	30,000	100%	
WWMF Upgrade/CEQA/Permitting	1,068	241,951	853,000	611,049	72%	WWMF design - Kennedy Jenks
Radio Telemetry Upgrade		-	10,000	10,000	100%	
Sewer Lift Station Other Upgrades		3,333	5,000	1,667	33%	
Sewer Lift Station Pump/Gen Upgrades		-	20,000	20,000	100%	
Customer Radio Meter Replacements		-	90,000	90,000	100%	
<b>Subtotal</b>	<b>1,068</b>	<b>245,284</b>	<b>1,333,000</b>	<b>1,087,716</b>	<b>82%</b>	
<b><u>Water &amp; Sewer Operations</u></b>						
Heavy Equipment		-	90,000	90,000	100%	Dump Truck
Utility Vehicles		-	60,000	60,000	100%	Car, 3/4 or 1-ton Pickup Truck
Computers & Software	21,243	20,000	20,000	(1,243)	-6%	Document Mgmt system impl
GIS/SEMS/CADD Equipment/Software		-	4,000	4,000	100%	
Fischer Ranch - Undergr.Valving/Piping		-	8,000	8,000	100%	
Fischer Ranch -Disposal Site Upgrade		-	1,000,000	1,000,000	100%	
Small Equipment & Other		-	15,000	15,000	100%	
<b>Subtotal</b>	<b>-</b>	<b>21,243</b>	<b>1,197,000</b>	<b>1,175,757</b>	<b>98%</b>	
<b>Enterprise Funds Total</b>	<b>5,715</b>	<b>296,920</b>	<b>4,665,000</b>	<b>4,368,080</b>	<b>94%</b>	
<b><u>Parks &amp; Recreation Department</u></b>						
Pierson Park Upgrades		27,683	25,000	(2,683)	-11%	Playground Equipment
Azalea Hall Projects		-	5,000	5,000	100%	Furnace Replacement
McKinleyville Activity Center Upgrades		-	5,000	5,000	100%	Saber Floor Scrubber
Projects Funded by Quimby/Other Funds		133,558	68,000	(65,558)	-96%	Washington Ave Parcel, Picnic Area
Projects Funded by Measure B Renewal		17,061	104,000	86,939	84%	Teen Center Project
Other Parks Projects & Equipment	1,800	6,395	-	(6,395)	#DIV/0!	Washington Parcel, Hiller Proj
<b>Subtotal</b>	<b>1,800</b>	<b>184,697</b>	<b>207,000</b>	<b>22,303</b>	<b>11%</b>	
<b><u>Streetlights</u></b>						
LED		96,575	125,000	28,425	23%	LED Streetlights
<b>Subtotal</b>	<b>-</b>	<b>96,575</b>	<b>125,000</b>	<b>28,425</b>	<b>23%</b>	
<b>Governmental Funds Total</b>	<b>1,800</b>	<b>281,271</b>	<b>332,000</b>	<b>50,729</b>	<b>15%</b>	
<b>All Funds Total</b>	<b>7,515</b>	<b>578,192</b>	<b>4,997,000</b>	<b>4,418,808</b>	<b>88%</b>	



**McKinleyville Community Services District**  
**Summary of Long-Term Debt Report**  
**As of February 28, 2014**

				Principal Maturities and Scheduled Interest							
				Maturity		Balance - Jan.	Balance - Feb.	Remaining			
				%	Date	31, 2014	28, 2014	for FY-14	FY-15	FY-16	Thereafter
<b>Water Fund:</b>											
I-Bank		8/1/30	P			881,333.57	881,333.57	-	39,248.69	40,571.37	801,513.53
Interest	3.37%		I					14,850.47	29,039.60	27,694.63	219,225.52
State of CA Energy Commission (ARRA)		12/22/26	P			151,421.65	151,421.65	10,856.01	11,018.72	11,125.84	123,806.70
Interest	1.0%		I					1,533.95	1,432.12	1,325.20	6,926.83
State of CA (Davis Grunsky)		1/1/33	P			1,861,023.85	1,861,023.85	75,821.96	77,717.50	79,660.44	1,703,645.91
State of CA (Davis Grunsky) Deferred Interest		1/1/33	P			323,661.93	323,661.93	17,035.12	17,035.12	17,035.12	289,591.69
Interest	2.5%		I					47,481.16	46,525.60	44,582.66	408,486.72
Total Water Fund-Principal						3,217,441.00	3,217,441.00	103,713.09	145,020.03	148,392.77	2,918,557.83
Total Water Fund-Interest								63,865.58	76,997.32	73,602.49	634,639.07
<b>Total Water Fund</b>						<b>3,217,441.00</b>	<b>3,217,441.00</b>	<b>167,578.67</b>	<b>222,017.35</b>	<b>221,995.26</b>	<b>3,553,196.90</b>
<b>Sewer Fund:</b>											
State of CA WRCB (SCEP I)		4/15/16	P			122,760.30	122,760.30	40,920.10	40,920.10	40,920.10	-
Interest	0.0%		I					-	-	-	
State of CA WRCB (SCEP II)		3/27/18	P			129,241.57	104,695.85	24,546.06	25,183.91	25,838.70	53,686.60
Interest	2.6%		I					3,360.28	2,722.43	2,067.64	2,102.41
Umpqua Bank		12/4/17	P			199,510.83	191,948.33	41,041.12	47,186.72	49,848.42	79,721.79
Interest	5.5%		I					10,048.63	8,547.04	5,885.34	3,506.57
USDA (Sewer Bond)		8/1/22	P			635,000.00	619,125.00	60,000.00	60,000.00	60,000.00	515,000.00
Interest	5.0%		I					33,250.00	30,250.00	27,250.00	90,875.00
Total Sewer Fund-Principal						1,086,512.70	1,038,529.48	166,507.28	173,290.73	176,607.22	648,408.39
Total Sewer Fund-Interest								46,658.91	41,519.47	35,202.98	96,483.98
<b>Total Sewer Fund</b>						<b>1,086,512.70</b>	<b>1,038,529.48</b>	<b>213,166.19</b>	<b>214,810.20</b>	<b>211,810.20</b>	<b>744,892.37</b>
Total Principal						4,303,953.70	4,255,970.48	270,220.37	318,310.76	324,999.99	3,566,966.22
Total Interest								110,524.49	118,516.79	108,805.47	731,123.05
<b>Total</b>						<b>4,303,953.70</b>	<b>4,255,970.48</b>	<b>380,744.86</b>	<b>436,827.55</b>	<b>433,805.46</b>	<b>4,298,089.27</b>

**McKinleyville Community Services District**  
**Board Designated Reserve Balances**  
**As of February 28, 2014**



- Utility Accounts Receivable Turnover Days	As of February 28, 2014	<b>15.3</b> Days										
<table border="0"> <tr> <td>Beg. A/R</td> <td>End A/R</td> <td>Avg A/R</td> <td>Net Util Sales</td> <td># of Times</td> </tr> <tr> <td>172,317.59</td> <td>148,214.99</td> <td>160,266.29</td> <td>251,477.01</td> <td>15.69124118</td> </tr> </table>			Beg. A/R	End A/R	Avg A/R	Net Util Sales	# of Times	172,317.59	148,214.99	160,266.29	251,477.01	15.69124118
Beg. A/R	End A/R	Avg A/R	Net Util Sales	# of Times								
172,317.59	148,214.99	160,266.29	251,477.01	15.69124118								
- YTD Breakeven Revenue, Water Fund:	<b>1,504,582.07</b>	- YTD Actual Water Sales: <b>1,333,162.07</b>										
<table border="0"> <tr> <td>501 Ops Exp</td> <td>501 COGS</td> <td>501 Wtr Sales</td> </tr> <tr> <td>894,621.60</td> <td>540,466</td> <td>1,333,162.07</td> </tr> </table>			501 Ops Exp	501 COGS	501 Wtr Sales	894,621.60	540,466	1,333,162.07				
501 Ops Exp	501 COGS	501 Wtr Sales										
894,621.60	540,466	1,333,162.07										
- Days of Cash on Hand - Operations Checking Account		<b>39.3</b> Days										

**McKinleyville Community Services District**  
**Cash Disbursement Report**  
**For the Period February 1 through February 28, 2014**

Check Number	Check Date	Vendor Number	Name	Amount	Invoice #	Description
<b>Accounts Payable Disbursements</b>						
27663	2/3/2014	COR07	JOHN W. CORBETT	125.00	B40131	DIRECTORS FEES
27664	2/3/2014	COU09	DAVID R. COUCH	125.00	B40131	DIRECTORS FEES
27665	2/3/2014	DEP03	DEPT OF HEALTH SERVICES	55.00	B40130	CJ-CERTIFICATION RENEWAL
27666	2/3/2014	DMV03	DMV RENEWAL	10.00	B40124	TRAILER TAG RENEWAL
27667	2/3/2014	EDW01	HELEN L. EDWARDS	125.00	B40131	DIRECTORS FEES
27668	2/3/2014	HUM01	HUMBOLDT BAY MUNICIPAL WATER DISTRICT	65,360.86	B40203	WTR PURCHASED
27669	2/3/2014	MAY02	DENNIS MAYO	125.00	B40131	DIRECTORS FEES
27670	2/3/2014	NOR36	NORTH COAST PARTS & SUPPLIES	428.17	B40203	REPAIRS & SUPPLIES
27671	2/3/2014	RES05	RESERVE ACCOUNT	1,500.00	B40130	POSTAGE METER REFILL
27672	2/3/2014	SUD01	SUDDENLINK	159.90	B40130	INTERNET SERVICES FOR JANUARY
27673	2/3/2014	THO02	Thomas Home Center	576.52	B40203	REPAIRS/SUPPLY
27674	2/3/2014	VER01	VERIZON WIRELESS	97.25	B40130	CELL PHONES FOR JAN 2014
27675	2/3/2014	WHE02	GEORGE A. WHEELER JR.	125.00	B40131	DIRECTORS FEES
27676	2/3/2014	\A013	MQ CUSTOMER REFUND FOR AB	45.96	000B40201	MQ CUSTOMER REFUND FOR AB
27677	2/3/2014	\A014	MQ CUSTOMER REFUND FOR AR	66.05	000B40201	MQ CUSTOMER REFUND FOR AR
27678	2/3/2014	\A020	MQ CUSTOMER REFUND FOR AS	6.50	000B40201	MQ CUSTOMER REFUND FOR AS
27679	2/3/2014	\D022	MQ CUSTOMER REFUND FOR DO	33.23	000B40201	MQ CUSTOMER REFUND FOR DO
27680	2/3/2014	\H018	MQ CUSTOMER REFUND FOR HA	65.42	000B40201	MQ CUSTOMER REFUND FOR HA

Check Number	Check Date	Vendor Number	Name	Amount	Invoice #	Description
27681	2/3/2014	\H019	MQ CUSTOMER REFUND FOR HE	100.00	000B40201	MQ CUSTOMER REFUND FOR HE
27682	2/3/2014	\H020	MQ CUSTOMER REFUND FOR HO	6.73	000B40201	MQ CUSTOMER REFUND FOR HO
27683	2/3/2014	\J007	MQ CUSTOMER REFUND FOR JO	2.90	000B40201	MQ CUSTOMER REFUND FOR JO
27684	2/3/2014	\K004	MQ CUSTOMER REFUND FOR KL	22.74	000B40201	MQ CUSTOMER REFUND FOR KL
27685	2/3/2014	\K005	MQ CUSTOMER REFUND FOR KN	62.69	000B40201	MQ CUSTOMER REFUND FOR KN
27686	2/3/2014	\L026	MQ CUSTOMER REFUND FOR LA	43.32	000B40201	MQ CUSTOMER REFUND FOR LA
27687	2/3/2014	\L027	MQ CUSTOMER REFUND FOR LA	62.40	000B40201	MQ CUSTOMER REFUND FOR LA
27688	2/3/2014	\M026	MQ CUSTOMER REFUND FOR MA	8.84	000B40201	MQ CUSTOMER REFUND FOR MA
27689	2/3/2014	\O003	MQ CUSTOMER REFUND FOR OW	80.00	000B40201	MQ CUSTOMER REFUND FOR OW
27690	2/3/2014	\P006	MQ CUSTOMER REFUND FOR PF	2.66	000B40201	MQ CUSTOMER REFUND FOR PF
27691	2/3/2014	\P020	MQ CUSTOMER REFUND FOR PI	36.88	000B40201	MQ CUSTOMER REFUND FOR PI
27692	2/3/2014	\P021	MQ CUSTOMER REFUND FOR PI	396.71	000B40201	MQ CUSTOMER REFUND FOR PI
27693	2/10/2014	ADV01	ADVANCED SECURITY SYSTEM	123.75	246546	REPAIRS TO SECURITY SYSTEM
27694	2/10/2014	BAY02	BAY WEST SUPPLY, INC.	1,079.54	B40203	JANITORIAL SUPPLIES JANUARY
27695	2/10/2014	CAM01	CAMPTON ELECTRIC SUPPLY	20.53	400177	REPAIRS/SUPPLY
27696	2/10/2014	COA01	COASTAL BUSINESS SYSTEMS	877.10	1537	COPIER MONTHLY LEASE PAYMENT
27697	2/10/2014	COR01	CORBIN WILLITS SYSTEMS, INC.	858.42	B401151	MOMS SOFTWARE MAINTENANCE
27698	2/10/2014	COS03	COSTCO WHOLESALE	276.88	B40203	SUPPLIES PURCHASED
27699	2/10/2014	EUR06	EUREKA READY MIX	241.88	A119142	REPAIRS/SUPPLY
27700	2/10/2014	EVA01	EVANS MECHANICAL, INC.	354.74	65906	REPAIRS/ SUPPLIES
27701	2/10/2014	HAR03	HARVEY M. HARPER CO.	409.51	741054	VEHICLE REPAIRS
				72.22	741159	VEHICLE REPAIRS
			Check Total:	<u>481.73</u>		
27702	2/10/2014	HAR13	The Hartford - Priority A	1,269.77	B40130	GROUP LIFE INSURANCE

Check Number	Check Date	Vendor Number	Name	Amount	Invoice #	Description
27703	2/10/2014	HIL02	HILFIKER PIPE CO.	667.13	35060	REPAIRS/ SUPPLIES
27704	2/10/2014	HUM08	HUMBOLDT SANITATION	966.50	B40204	TRASH SERVICE
27705	2/10/2014	HUN01	HUNTER, HUNTER & HUNT	18,386.00	41621	AUDIT
27706	2/10/2014	IND02	Industrial Electric Service	225.03	11078	REPAIRS/SUPPLY
27707	2/10/2014	LAC01	Laco Associates	3,545.10	33266	PROFESSIONAL SVC-MURRAY RD TANK
27708	2/10/2014	LDA01	LDA PARTNERS	2,730.00	14/635-1-	DESIGN SVCS-TEEN CENTER
27709	2/10/2014	LES01	LES SCHWAB TIRE CENTER	1,124.95	B40204	VEHICLE REPAIRS
27710	2/10/2014	MCK03	MCKINLEYVILLE OFFICE SUPPLY	44.67	45988	POSTAGE FOR WWMF FINAN. PAPERWK
27711	2/10/2014	MCK04	MCK ACE HARDWARE	819.09	B40205	REPAIRS/SUPPLY
27712	2/10/2014	MCK12	MCKINLEYVILLE UNION SCHOOL DISTRICT	2,276.00	103113	AFTER SCHOOL SNACKS
27713	2/10/2014	NEC01	NEC FINANCIAL SERVICES,LLC	373.92	1682451	PHONE SYSTEM
27714	2/10/2014	PAC02	PACIFIC TELEMAGEMENT SERVICES	300.00	613395	6MTH PREPAID OF PAYPHONE
27715	2/10/2014	PGE01	PG & E (Office & Field)	12,474.08	B40205	GAS & ELECTRIC
27716	2/10/2014	POL01	POLETSKI'S APPLIANCE CENTER	68.19	186523	REPAIRS/ SUPPLIES
27717	2/10/2014	REN01	RENNER PETROLEUM	3,001.65	B40204	FUEL FOR JAN 2014
27718	2/10/2014	ROU01	ROUND TABLE DEVELOPMENT CORP	106.16	379	REC PROGRAM SUPPLIES
27719	2/10/2014	THR01	THRIFTY SUPPLY COMPANY	878.21	1356576	REPAIRS/ SUPPLIES
27720	2/10/2014	UMP03	UMPQUA BANK--VISA	109.09	2	MEALS/ TRAINING
				531.31	3	POSTAGE/ TRAINING
				160.90	4	SUPPLIES REPAIRS
				471.00	5	TRAINING/ TRAVEL
				1,191.98	B40210	TRAVEL/MEALS - EMPLOYEE TRAVEL
			Check Total:	<u>2,464.28</u>		
27721	2/10/2014	USB01	U.S. BANK TRUST N.A.	7,645.83	B40210	SEWER BOND PAYMENT
27722	2/10/2014	USP02	USPS: ARCATA BMEU	1,500.00	B40130	PERMIT 202-BULK MAIL

Check Number	Check Date	Vendor Number	Name	Amount	Invoice #	Description
				220.00	B40205	RENEWAL OF PERMIT 239
			Check Total:	1,720.00		
27723	2/18/2014	*0013	AZALEA HALL DEPOSIT REFUND MF	100.00	B40214	AZALEA HALL DEPOSIT REFUND MF
27724	2/18/2014	*0014	REC PROGRAM REFUND RKH	12.00	B40214	REC PROGRAM REFUND RKH
27725	2/18/2014	*0015	AZALEA HALL DEPOSIT REFUND KS	100.00	B40214	AZALEA HALL DEPOSIT REFUND KS
27726	2/18/2014	ACW01	CB&T/ACWA-JPIA	9,142.64	B40214	GRP. HEALTH INS
27727	2/18/2014	AIR01	AIRGAS USA, LLC.	27.39	902382812	REPAIRS & SUPPLIES
27728	2/18/2014	ARC02	Arcata Stationers	415.78	B40205	OFFICE SUPPLIES
27729	2/18/2014	ATT01	AT&T	630.77	B40214	PHONE SERVICES FOR FEB 2014
27730	2/18/2014	BAL01	Ck# 027730 Reversed	-	B40214u	Ck# 027730 Reversed
27731	2/18/2014	COU07	DAVID COUCH	74.45	B40214	TRAVEL REIMBURSEMENT
27732	2/18/2014	CSD01	CSDA	69.00	31964	TRAINING
				69.00	31965	TRAINING
			Check Total:	138.00		
27733	2/18/2014	GAY01	GAYNOR TELESYSTEMS, INC	1,678.64	25559	OFFICE SUPPLIES
27734	2/18/2014	GHD01	GHD	1,068.00	79757	PROFESSIONAL SERVICE
27735	2/18/2014	HEN01	HENSELL MATERIALS INC.	53.04	485748	REPAIRS/SUPPLY
27736	2/18/2014	ISE01	I-SECURE INC.	45.00	27790	SHREDDING SERVICES
27737	2/18/2014	JAC04	JACKSON & EKLUND, INC.	1,405.00	177697	PROFESSIONAL SERVICES
27738	2/18/2014	JOH03	JOHN HENRY HORNSTEIN CO.	1,800.00	2261	WASHINGTON AVE-FIELD CLEARING
27739	2/18/2014	MAY03	DENNIS MAYO	122.00	2	ACWA LOCAL GOVERNMENT COMM
				79.00	B40214	TRAVEL REIMBURSEMENT
			Check Total:	201.00		
27740	2/18/2014	MIL01	Miller Farms Nursery	547.88	B40204	REPAIRS/SUPPLY
27741	2/18/2014	MIT01	Mitchell, Brisso, Delaney	1,806.84	34009	LEGAL

Check Number	Check Date	Vendor Number	Name	Amount	Invoice #	Description
27742	2/18/2014	NAT06	NATIONAL METER & AUTOMATION	2,421.77	S1050824	REPAIRS/ SUPPLIES
27743	2/18/2014	NOR13	NORTHERN CALIFORNIA SAFETY CONSORTIUM	80.00	201448	MONTHLY SUBSCRIPTION
27744	2/18/2014	NYL01	NYLEX.NET	96.00	2	PROFESSIONAL SERVICES
				48.00	75068	PROFESSIONAL SERVICES
			Check Total:	<u>144.00</u>		
27745	2/18/2014	OSC01	OSCAR LARSON & ASSOCIATES	175.62	3898	PROFESSIONAL SERVICES
27746	2/18/2014	SIE02	SIERRA CHEMICAL CO.	953.24	2709	CHLORINE/ CONTAINER DEPOSITS
27747	2/18/2014	STA11	STAPLES CREDIT PLAN	274.27	B40218	OFFICE SUPPLIES
27748	2/18/2014	THR02	THREE G'S HAY & GRAIN	95.26	84789	SUPPLIES PURCHASED
27749	2/18/2014	UMP03	UMPQUA BANK--VISA	364.74	B40218	REC PROGRAM SUPPLIES
27750	2/18/2014	WIL02	KATHY WILSON	198.00	B40214	BOARD SECRETARY CLERK CONFERENCE
27751	2/20/2014	ACW01	CB&T/ACWA-JPIA	754.57	B40219	ADJUSTMENT - HEALTH INSURANCE
27752	2/20/2014	AIR01	AIRGAS USA, LLC.	338.84	902419491	SMALL TOOLS PURCHASED
27753	2/20/2014	ANS02	BRIAN ANSPACH	950.00	14001	PROFESSIONAL SERVICES
27754	2/20/2014	BAL01	DAVID BALDOSSER	393.72	B40219	AFLAC FLEX SPENDING REIMB
27755	2/20/2014	BOR01	BORGES & MAHONEY CO.	815.30	134984	REPAIRS/ SUPPLIES
27756	2/20/2014	DEP05	DEPARTMENT OF JUSTICE	160.00	B40219	REC PROGRAM FINGERPRINTING
27757	2/20/2014	GRA02	GRAINGER	299.55	B40219	SAFETY SUPPLIES
27758	2/20/2014	HAR13	The Hartford - Priority A	1,269.77	B40220	GROUP LIFE INSURANCE
27759	2/20/2014	HUM09	HUMBOLDT COUNTY	24,666.09	B40214	DISTRICT ELECTION
27760	2/20/2014	HUM17	HUMBOLDT COUNTY DEPT.	305.35	2681	ANNUAL HAZMAT FEES
27761	2/20/2014	LAC01	Laco Associates	4,354.90	33394	PROFESSIONAL SERVICES
27762	2/20/2014	NOR01	NORTH COAST LABORATORIES	3,747.00	B40220	LAB TESTS
27763	2/20/2014	NOR35	NORTHERN HUMBOLDT EMPLOYMENT SVCS	616.98	B40219	OPEN SPACE MAINTENANCE

Check Number	Check Date	Vendor Number	Name	Amount	Invoice #	Description
27764	2/20/2014	PGE02	PACIFIC GAS & ELECTRIC	2,022.69	B40220	STREETLIGHTS
27765	2/20/2014	PRE08	PRECISION INTERMEDIA	47.50	14-206	PROFESSIONAL SERVICES
27766	2/20/2014	PRO03	PROFESSIONAL CREDIT MGMT	35.00	B40220	PROFESSIONAL SERVICES
27767	2/20/2014	SAF04	SAFEWAY INC. FILE # 72905	46.67	B40220	SUPPLIES PURCHASED
27768	2/20/2014	SEH01	JASON SEHON	224.00	B40206	CPRS CONFERENCE-ONTARIO
27769	2/20/2014	SHN01	SHN ENGINEERING	248.75	81701	ENGINEERING
				693.75	81701	LEGAL
			Check Total:	<u>942.50</u>		
27770	2/20/2014	STA04	CWSRF ACCOUNTING OFFICE	27,906.34	B40206	SRF LOAN PAYMENT
27771	2/20/2014	USB01	U.S. BANK TRUST N.A.	7,645.83	B40220	SEWER BOND PAYMENT
27772	2/20/2014	YP001	YP	48.96	B40220	AD IN YELLOW PAGES
27773	2/20/2014	ZEP01	ZEP MANUFACTURING CO.	251.64	783675	REPAIRS/ SUPPLIES
27775	2/26/2014	10102	101 NETLINK	80.00	3004P	INTERNET SERVICES
27776	2/26/2014	*0024	AZALEA HALL DEPOSIT REFUND JK	100.00	B40226P	AZALEA HALL DEPOSIT REFUND JK
				<u>237,233.39</u>		
<b>Total Disbursements, Accounts Payable:</b>				<b><u>237,233.39</u></b>		

#### Payroll Related Disbursements

11632-11664	2/7/2014		Various Employees	16,283.12		Payroll Checks
11665	2/7/2014	CAL12	CalPERS 457 Plan	3,822.53	B40207	RETIREMENT
11666	2/7/2014	DIR01	DIRECT DEPOSIT VENDOR- US	27,970.47	B40207	Direct Deposit
11667	2/7/2014	EMP01	Employment Development	1,589.18	B40207	STATE INCOME TAX
				590.81	1B40207	SDI
			Check Total:	<u>2,179.99</u>		
11668	2/7/2014	HUM29	UMPQUA BANK--PAYROLL DEP.	5,174.84	B40207	FEDERAL INCOME TAX
11668	2/7/2014	HUM29	UMPQUA BANK--PAYROLL DEP.	7,319.32	1B40207	FICA



Check Number	Check Date	Vendor Number	Name	Amount	Invoice #	Description
				<u>1,711.76</u>	2B40207	MEDICARE
			Check Total:	<u>14,205.92</u>		
11669	2/7/2014	ACW01	CB&T/ACWA-JPIA	44,373.66	B40131	MED & DENTAL INSUR
11670	2/7/2014	AFL01	AFLAC	43.30	B40131	AFLAC (PRE-TAX)
11671	2/7/2014	PUB01	Public Employees PERS	16,805.20	B40131	PERS PAYROLL REMITTANCE
				<u>56.08</u>	1B40131	PERS CONTRIBUTION
			Check Total:	<u>16,861.28</u>		
11672-11702	2/24/2014		Various Employees	15,197.80		Payroll Checks
11703	2/24/2014	CAL12	CalPERS 457 Plan	3,749.77	B40221	RETIREMENT
11704	2/24/2014	DIR01	DIRECT DEPOSIT VENDOR- US	25,366.12	B40221	Direct Deposit
11705	2/24/2014	EMP01	Employment Development	1,386.04	B40221	STATE INCOME TAX
				<u>543.34</u>	1B40221	SDI
			Check Total:	<u>1,929.38</u>		
11706	2/24/2014	HUM29	UMPQUA BANK--PAYROLL DEP.	4,700.77	B40221	FEDERAL INCOME TAX
				6,729.80	1B40221	FICA
				<u>1,573.96</u>	2B40221	MEDICARE
			Check Total:	<u>13,004.53</u>		
				<u>184,987.87</u>		
			<b>Total Disbursements, Payroll:</b>	<u><b>184,987.87</b></u>		
			<b>Total Check Disbursements:</b>	<b>422,221.26</b>		

# McKinleyville Community Services District

## BOARD OF DIRECTORS

April 2, 2014

TYPE OF ITEM: **Consent Calendar Item**

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

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

**TYPE OF ACTION: Consent Calendar**

### **Recommendation:**

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

### **Discussion:**

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

1st Notice	February 13, 2014
10 Day Notice	March 19, 2014
Board Meeting	April 2, 2014
Lock	May 5, 2014
<b>ROUTE 1</b>	

Account #	Address	Model of DCV	Date s/o out
1-830-000	2315 Hewitt	none	

Updated: 3/20/2014



**INDEPENDENT CONTRACTOR AGREEMENT**  
**Contract for Caretaking Services: Hiller Park**

This AGREEMENT is entered into on April 2, 2014, by and between the MCKINLEYVILLE COMMUNITY SERVICES DISTRICT, herein referred to as "DISTRICT", and Michael E. Malin and Cheryl C. Malin herein referred to as "CONTRACTOR".

1. CONTRACTOR agrees to perform services within the area outlined as follows:
  - A. Provide services ensuring and assisting in site safety and site access, including opening and closing the public restroom doors and the access gates to the facility at sunrise and sunset. Facilities and gates to be opened at sunrise and closed ½ hours after sunset.
  - B. Report promptly to the proper authority any misuse of DISTRICT property or facilities at the facility.
  - C. File reports as determined by situational need.
  - D. Notify DISTRICT's Director of Parks and Recreation when CONTRACTOR will be away from the site for more than twenty-four (24) hours.
    1. It is the CONTRACTOR'S sole responsibility to perform these functions, or have a substitute, acceptable to the DISTRICT, to perform these duties in the CONTRACTOR'S absence.
  - E. The DISTRICT will cover the duties of the CONTRACTOR due to absence up to but not to exceed 15 days per year.

2. The term of this AGREEMENT shall commence on the above date and shall terminate on April 30, 2016 unless either party exercises their rights under section 8.

DISTRICT and CONTRACTOR acknowledge and agree that CONTRACTOR is an independent contractor and not an employee of the DISTRICT in regard to this AGREEMENT. Worker's compensation or other insurance coverage or benefits will not be provided to the CONTRACTOR other than specific contractual payments described in this AGREEMENT.

3. DISTRICT and CONTRACTOR agree to mutually hold harmless, indemnify and defend the other party from and against any and all claims for personal injuries or property damages which arise out of the indemnifying party's performance of the terms of this agreement. CONTRACTOR agrees to provide proof to the DISTRICT of property and liability insurance coverage.

4. CONTRACTOR shall be paid, as full compensation for the services provided herein, the following:

- A. CONTRACTOR may occupy the mobile home pad at the facility provided by DISTRICT, with no rental charges by the DISTRICT.

5. In addition to the duties described herein, CONTRACTOR shall be required to provide a suitable trailer or mobile home for residential purposes on the DISTRICT's property at a location selected by the DISTRICT. All monthly utility costs will be

provided by the CONTRACTOR. The CONTRACTOR shall not violate any laws, codes, or regulations while on DISTRICT property throughout the terms of this AGREEMENT.

6. CONTRACTOR shall be solely responsible for payment of taxes resulting from the value of this AGREEMENT.

7. The CONTRACTOR shall not change, alter, place, or erect any permanent or temporary structure or object on the site without prior written approval by the DISTRICT. The CONTRACTOR shall keep the area of residence including yard area clean and neat at all times.

8. Personal Property Taxes, CONTRACTOR shall pay before they become delinquent all taxes, fees, assessments, or other charges levied or imposed by any governmental entity on any personal property placed by CONTRACTOR in, or about said premises, without limiting the generality of the other terms used in this agreement.

9. Either Party may terminate this agreement by providing written notice to the other party at least ninety (90) days prior to the effective date of termination. Where such notice is given, the two parties may agree to each prepare an appraisal of the Contractor's home and DISTRICT shall have the first right of refusal to purchase CONTRACTOR's home at a value equal to the mathematical average of the two appraisals. Should DISTRICT decide not to purchase CONTRACTOR's home or at the normal termination of this agreement, CONTRACTOR shall remove the place of residence and all personal property from the property of the DISTRICT within ninety (90) days of a written notice.

10. In the event of default by the CONTRACTOR, the DISTRICT will, by written notice, allow thirty (30) days to correct the defect. If not corrected within the thirty (30) day period, the AGREEMENT may be terminated.

11. In the event of any dispute arising out of the performance of this AGREEMENT, the prevailing party shall be entitled to reasonable attorney's fees and its cost of suit.

12. This AGREEMENT may not be assigned all or in part by either party, without prior written consent of the other party.

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
Gregory P. Orsini, General Manager

By: \_\_\_\_\_  
Michael E. Malin, Contractor

By: \_\_\_\_\_  
Cheryl C. Malin, Contractor

# **McKinleyville Community Services District**

## **BOARD OF DIRECTORS**

April 2, 2014

TYPE OF ITEM: **ACTION**

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**ITEM: D.5**                      **Consider approval of proposed Hiller Sports Complex Facility Use Agreement Contracts**

**PRESENTED BY:**              **Jason Sehon, Parks & Recreation Director**

**TYPE OF ACTION:**              **Voice Vote**

### **Recommendation:**

Staff Requests the Board review the attached Facility Use Agreement Supplements for Mad River Youth Soccer League (MRYSL), McKinleyville Little League (MLL) and McKinleyville Babe Ruth (MBR), take public comment, provide staff with direction, approve the Facility Use Agreement Contracts, and authorize the Board President to sign those Contracts.

### **Discussion:**

Three (3) organizations have requested the use of Hiller Sports Complex (HSC) for the spring and summer of 2014. The District requires organizations using HSC annually to complete and sign a Facility Use Agreement Contract prior to the start of their season.

Attached, please find copies of the Facility Use Agreement Supplements for each Facility Use Agreement. No changes are being proposed to the main bodies of the agreements from last year.

A complete Facility Use Agreement Contract is available at the District Office for any Board member who would like to review it.

### **Alternatives:**

Staff's analysis includes the following potential alternative:

- Take no action

### **Fiscal Analysis:**

In August 2006, the MCSD Board set a fee schedule for HSC of \$6.50 per hour for all youth sports organizations. In 2012, the Board approved increasing the fees by approximately 4% to make it \$6.75 per hour. A portion of that fee includes the cost of janitorial supplies used at the site.

Organizations are responsible for shared cleaning the facility (restrooms, bleachers, parking lot, etc.) based on their percentage of use.

Each organization will be charged a percentage of utilities (propane & PG&E) at the end of the season. These percentages are based on field usage.

The Parks & Recreation Director will provide a cleaning schedule to each organization prior to the start of their season. Each user group is responsible for cleaning their own dugouts and bleacher areas after each use.

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments**

- Attachment 1 - Facility Use Agreement Supplement (MRYSL)
- Attachment 2 - Facility Use Agreement Supplement (MLL)
- Attachment 3 - Facility Use Agreement Supplement (MBR)

**FACILITY USE AGREEMENT SUPPLEMENT**  
**Department of Parks & Recreation**

User: Mad River Youth Soccer League  
Event: 2014 Spring/Summer/Fall Season Play

This Cover Page is a supplement to the main body of the Agreement. This supplement further describes the costs and responsibilities required for the maintenance of the two little league fields during the course of regular season usage. Further, this supplement allows the Mad River Youth Soccer League (MRYSL) to work off their financial obligations for fields use and defines the maintenance responsibilities, should they wish to do so. This Agreement is between the McKinleyville Community Services District (MCSD) and the McKinleyville Babe Ruth League contingent upon the following conditions:

1. That the MRYSL shall have first priority of the regulation soccer fields (Fields 5 & 6) from April 2, 2014 through December 31, 2014, subject to the terms of Section 2 of this Agreement Supplement.
2. MRYSL agrees to pay or reimburse the MCSD:
  - A. \$1,000 Key/Cleaning/Damage deposit prior to the start of the season (ongoing).
  - B. \$6.75 per hour for the use of each field.
  - C. \$5.00 per weekday for the use of the Concession Stand.
  - D. \$15.00 per weekend day for the use of the Concession Stand.
  - E. Electric and gas utility costs will be reimbursed at the end of the season, based on a percentage of field use.
3. MRYSL agrees to perform all maintenance of the fields, including field preparation before games, grounds cleanup, bathroom cleanup, re-stocking janitorial supplies, general cleanup of the concession stand & parking lot, and trash disposal. These operation and maintenance responsibilities are further explained in Exhibit D, and some may be in lieu of payment for field and concession use during the period of March 1 through December 31, 2014.
4. MRYSL agrees to pay a Key/Cleaning/Damage deposit in the amount of \$1,000.00 to MCSD for the use of Hiller Sports Complex. MCSD may use the Key/Cleaning/Damage deposit for reimbursement of any costs related to lost or stolen keys, additional cleaning requirements, additional turf maintenance, and/or field & turf damages during the use of MRYSL (see section 18, and Exhibit D of



Facility Use Agreement). This deposit must be paid prior to the start of the season.

5. MRYSL agrees to return all keys issued for Hiller Sports Complex within fifteen (15) days after the completion of their season. MRYSL agrees to remove equipment and clean dugout storage within fifteen (15) days of the completion of their season.
6. MRYSL agrees not to park any vehicles inside Hiller Sports Complex. All vehicles must be parked in the designated parking lot and/or overflow parking areas.
7. This Agreement Supplement is an addendum to and to be considered part of the main document. All other conditions of the main body of the document remain in place.

**McKinleyville Community Services District    Mad River Youth Soccer League**

\_\_\_\_\_  
David R. Couch, President of MCSD

\_\_\_\_\_  
President, MRYSL

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**McKINLEYVILLE COMMUNITY SERVICES DISTRICT**  
***Facility Use Agreement Supplement***

User: McKinleyville Little League  
Event: 2014 Regular Season Contract

This Cover Page is a supplement to the main body of the Agreement. This supplement further describes the costs and responsibilities required for the maintenance of the two little league fields during the course of regular season usage. Furthermore, this supplement allows McKinleyville Little League (MLL) to work off their financial obligations for field use and defines the maintenance and responsibilities. This Agreement is between the McKinleyville Community Services District and the MLL contingent upon the following conditions:

1. That the MLL shall have first priority of Fields 1 & 2 (baseball), based on schedules submitted in advance to MCSD, from March 1 through July 31, 2014, of each year subject to the terms of Section 2 of this Supplemental Agreement for Maintenance and Operation.

MCSD will provide additional practice field space on Field #3A at no cost to MLL.

2. MLL agrees to pay or reimburse the MCSD:
  - A. \$1,500.00 Key/Cleaning/Damage deposit prior to the start of the season (ongoing).
  - B. \$6.75 per hour for the use of each field.
  - C. \$5.00 per weekday for the use of the Concession Stand.
  - D. \$15.00 per weekend day for the use of the Concession Stand.
  - E. Electric and gas utility costs will be reimbursed at the end of the season, based on a percentage of field use.
3. MLL agrees to perform all maintenance of the fields, including but not limited to, mowing grass once per week, trimming along the fence lines, field preparation before games, grounds cleanup, bathroom cleanup, re-stocking janitorial supplies, general cleanup of the concession stand & parking lot, and trash disposal. These operation and maintenance responsibilities are further explained in Exhibit D, and some may be in lieu of payment for field and concession use during the period of March 1 through July 31, 2014.
4. MLL agrees to pay a Key/Cleaning/Damage deposit in the amount of \$1,500.00 to MCSD for the use of Hiller Sports Complex. MCSD may use the Key/Cleaning/Damage deposit for reimbursement of any costs related to lost or stolen keys, additional cleaning requirements, additional turf maintenance, and/or field & turf damages during the use of MLL (see section 18, and Exhibit D of Facility Use Agreement). This deposit must be paid prior to the start of the season.

5. MLL agrees to return all keys issued for Hiller Sports Complex within fifteen (15) days of the completion of their season. MBR agrees to remove equipment and clean dugout storage within fifteen (15) days of the completion of their season.
6. MLL agrees not to park any vehicles inside Hiller Sports Complex. All vehicles must be parked in the designated parking lot and/or overflow parking areas.
7. This Agreement Supplement is an addendum to and to be considered a part of the main document. All other conditions in the main body of this document remain in place.

**McKinleyville Community Services District**

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David R. Couch,  
President, MCSD

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Date:

**McKinleyville Little League**

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Cathie Wainwright  
President, McKinleyville Little League

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Date:

**FACILITY USE AGREEMENT SUPPLEMENT**  
**Department of Parks & Recreation**

User: McKinleyville Babe Ruth League  
Event: 2014 Regular Season Contract

This Cover Page is a supplement to the main body of the Agreement. This supplement further describes the costs and responsibilities in the maintenance of the McKinleyville Babe Ruth (MBR) League fields during the regular seasons use. Further, this supplement allows the McKinleyville MBR to work off their financial obligations for fields use and defines the maintenance responsibilities. This Agreement is between the McKinleyville Community Services District (MCSD) and the MBR League contingent upon the following conditions:

1. That MBR League shall have first priority of the fields, based on schedules submitted in advance to MCSD; from March 1 through August 31, 2014 of each year subject to the terms of Section 2 of this Supplemental Agreement for Maintenance and Operation.
2. MBR League agrees to pay or reimburse the MCSD:
  - A. \$1,500.00 Key/Cleaning/Damage deposit prior to the start of the season.
  - B. \$6.75 per hour for the use of each field.
  - C. \$5.00 per weekday for the use of the Concession Stand.
  - D. \$15.00 per weekend day for the use of the Concession Stand.
  - E. Electric and gas utility costs will be reimbursed at the end of the season.
3. MBR agrees to perform all maintenance of the fields, including field preparation before games, grounds cleanup, bathroom cleanup, re-stocking janitorial supplies, general cleanup of the concession stand & parking lot, and trash disposal. These operation and maintenance responsibilities are further explained in Exhibit D, and some may be in lieu of payment for field and concession use during the period of March 1 through December 31, 2014.
4. MBR agrees to pay a Key/Cleaning/Damage deposit in the amount of \$1,500.00 to MCSD for the use of Hiller Sports Complex. MCSD may use the Key/Cleaning/Damage deposit for reimbursement of any costs related to lost or stolen keys, additional cleaning requirements, additional turf maintenance, and/or field & turf damages during the use of MBR (see section 18, and Exhibit D of Facility Use Agreement). This deposit must be paid prior to the start of the season.

5. MBR agrees to return all keys issued for Hiller Sports Complex within fifteen (15) days of the completion of their season. MBR agrees to remove equipment and clean dugout storage within fifteen (15) days of the completion of their season.
6. MBR agrees not to park any vehicles inside Hiller Sports Complex. All vehicles must be parked in the designated parking lot and/or overflow parking areas.
7. This Agreement Supplement titled Cover Page is an addendum to and to be consider a part of the main document. All other conditions of the main body of the document remain in place.

**McKinleyville Community Services District    McKinleyville Babe Ruth League**

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David R. Couch, President of MCSD

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President, Babe Ruth

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Date

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Date

# **McKinleyville Community Services District**

## **BOARD OF DIRECTORS**

April 2, 2014

TYPE OF ITEM: **ACTION**

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**ITEM: E.1.**                      **Consider Adoption of the following Resolution recognizing, honoring and commending Christopher Jones for ten (10) years of service**

**PRESENTED BY:**              **Gregory Orsini, General Manager/James Henry, Operations Director**

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

### **Recommendation:**

Staff recommends that the Board of Directors' consider adoption of Resolution 2014-14 honoring Christopher Jones for his ten (10) continuous years of service at the McKinleyville Community Services District, take public comment and arrive at a consensus.

### **Discussion:**

Attached for the Board of Directors' review is Resolution 2014-14 recognizing, honoring and commending Christopher Jones for his ten (10) continuous years of service. Please join us in presenting Chris with a Resolution and longevity award acknowledging him for his continuous service at the McKinleyville Community Services District.

### **Alternatives:**

Staff's analysis includes the following potential alternative:

- Take no action

### **Fiscal Analysis:**

Not applicable

### **Environmental Requirements:**

Not applicable

### **Exhibits/Attachments**

- Attachment 1 – Resolution 2014-14

**RESOLUTION 2014-14**

**A RESOLUTION RECOGNIZING, HONORING, AND COMMENDING CHRISTOPHER JONES  
FOR SERVING MCKINLEYVILLE COMMUNITY SERVICES DISTRICT FOR TEN (10)  
CONTINUOUS YEARS.**

**WHEREAS,** Christopher Jones, having faithfully served ten (10) continuous years as an employee of the McKinleyville Community Services District (the "District") from April 21, 2004 to April 21, 2014; and

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

**WHEREAS,** Chris lends his talents, experience, and leadership to the development and service to the District having served in a variety of positions, such as Mechanic and Treatment Plant Operator; and

**WHEREAS,** Chris has assisted in training new employees on hydro-cleaning, new service installations, leak repairs and paving, to name a few and takes the time to share his gifted trouble shooting skills; and

**WHEREAS,** Chris has assisted in several projects resulting in substantial cost savings to the District from hydrant repairs, manhole repairs, vehicle repairs and servicing; and

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

**ADOPTED, SIGNED AND APPROVED** at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on the 2nd day of April 2014 by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Attest:

\_\_\_\_\_  
Kathy Wilson, Board Secretary

# McKinleyville Community Services District

## BOARD OF DIRECTORS

April 2, 2014

TYPE OF ITEM: **ACTION**

**ITEM: E.2**                      **Employee negotiations regarding proposed one (1) year compensation contract with district employees**

**PRESENTED BY:**              **Greg Orsini, Helen Edwards and David Couch**

**TYPE OF ACTION:**          **Voice Vote**

**Recommendation:**

Staff recommends the Board review the information presented, discuss and take public comment and consider approval of a One (1) year term agreement with employees as follows:

1. Maintain the current general benefit package in terms of holidays, vacation, sick time, life, medical and dental insurance in addition to other current general employee benefits.
2. Maintain the current longevity pay increase of a 2.5% salary increase at 10, 15, and 20 years of full time (40 hours per week). This would continue to be calculated based on full time employment working 40 hours per week. Persons working who have worked less than 40-hours per week are not considered full time employees for purposes of calculating time worked for this benefit. In addition, this will be calculated based on continuous, uninterrupted employment service to the District.
3. Approve this year's COLA increase of 1.55%. The COLA calculation will continue to use the same indices for the average of the West City CPI-W and the SF/Oakland CPI-W CPI indices.
4. The PERS 457 Plan Deferred Compensation related to the District matching contribution will continue as previously approved District match of 2.0 %with the following changes:

Approve a District match increase of 1% for a total District match of 3.0 %

General Manger's Alternative, Approve a District match increase of .5% for a total District match of 2.5%

5. State Disability Insurance (SDI). In 2012 MCSD shifted from self-insured to the State of California System. Currently MCSD covers 100% of this cost. This 1% of total payroll expense is typically a responsibility of the employee at other agencies and businesses. Considering SDI was not discussed during the negotiation, management recommends maintaining the status quo.



### **Discussion:**

It has been a tradition of MCSD since the 1990s for staff to negotiate with the MCSD Board of Directors for their benefit package.

The Board appointed negotiating committee consisting of Helen Edwards and David Couch. They met with the MCSD employee negotiating committee consisting of Lesley Frisbee, David Baldosser, and Erik Jones to discuss the current employee compensation package that will expire on June 30, 2014.

Historically the Board and Staff have considered components of the compensation package including:

1. The current general benefit package in terms of holidays, vacation, sick time, medical, and dental insurance would remain the same in addition to other general benefits.
2. Longevity pay which consists of a 2.5% salary increase at 10, 15, and 20 years of full time (40 hours per week). This is calculated based on full time employment working 40 hours per week. Persons working who have worked less than 40-hours per week are not considered full time employees for purposes of calculating time worked for this benefit. In addition, this will be calculated based on continuous, uninterrupted employment service to the District. We would not use the word "permanent benefit" as this benefit may be subject to negotiations in the future.
3. Cost of Living Allowance (COLA) is an average of the two indices that the Board and the employees have used for over the last 13 years in determining a COLA. It is proposed that we continue to use the same indices for the sake of continuity. They are the West City CPI-W and the SF/Oakland CPI-W CPI indices. The COLA's main function is to maintain the buying power of the employees and limit the need for costly Wage and Earning Surveys to 5 year increments.
4. The District matches the employee's contribution to the PERS 457 Plan Deferred Compensation up to a certain percent, currently 2%. This benefit has proven beneficial in promoting the employees to participate in their retirement savings.
5. We would also enter State Disability Insurance to next year's discussion.

Through a series of discussions and correspondences the MCSD negotiating committee presented the following offer to the Board Negotiating Committee as Attachment 1 and agreed upon by the Board Negotiating Committee.

### **Alternatives:**

Staff's analysis includes the following potential alternative:

- General Manager's Alternative, Approve a District match increase of The PERS 457 Plan Deferred Compensation of .5% for a total District match of 2.5%
- Take no action
- Modify the recommendations from the negotiating committee and continue further negotiations with staff

### **Fiscal Analysis:**

Increase over FY2013-14		FICA/MC/SDI
<b>Total <u>Budgeted</u> Compensation:</b>		PR Tax 8.45%
2,417,707.00		101,558.39
<b><u>Alternative #1</u></b>		
20,894.43	\$ COLA Increase 1.55%	0.860%
1,574.15	\$ PR Tax Increase %	0.065%
15,480.14	\$ PERS Increase 1.288 %	0.640%
21,118.00	\$ Health Insur Incr %	0.873%
12,018.74	\$ PERS 457 <u>3%</u> incr %	0.497%
(11,289.00)	\$ LT Disability Svgs %	-0.467%
59,796.46	\$ Total Increase %	2.468%

<b><u>Alternative #2</u></b>		
20,894.43	\$ COLA Increase 1.55 %	0.860%
1,574.15	\$ PR Tax Increase %	0.065%
15,480.14	\$ PERS Increase 1.288%	0.640%
21,118.00	\$ Health Insur Incr %	0.873%
6,009.37	\$ PERS 457 <u>2.5%</u> incr %	0.249%
(11,289.00)	\$ LT Disability Svgs %	-0.467%
53,787.09	\$ Total Increase %	2.220%

### **Environmental Requirements:**

Not applicable

### **Exhibits/Attachments**

- Attachment 1 – Employee Negotiating Memorandum, March 7, 2014

**Colleen Trask**

**From:** Erik Jones  
**Sent:** Friday, March 07, 2014 2:24 PM  
**To:** Helen Edwards; David Couch; Greg Orsini; Colleen Trask  
**Cc:** Lesley Frisbee; David Baldasser  
**Subject:** Finalized Employee Negotiations for Fiscal Year 2014-2015

COPY

Hello All:

First off, let me extend my thanks to all involved in the Employee Negotiations. It was a pleasure working with all of you to come up with a plan that works for the District and the employees.

The first 3 items on the agenda were:

- 1.55% Cost of Living Allowance
- Employers portion PERS increase
- Increase in Health Insurance

The Board Negotiators agreed to cover these added expenses for the coming fiscal year.

The final item of interest was the Long Term Disability Insurance issue. The Board Negotiators felt, and the employees agreed, that the money spent on this particular insurance would be better utilized elsewhere. It was proposed by the employees, and agreed upon by the Board Negotiators, that the Districts match of employees 457 plan investment is to be increased, and the Long Term Disability Insurance be cancelled.

To summarize:

- Cancel Long Term Disability Insurance
- Increase Districts 457 match from 2% to 3%

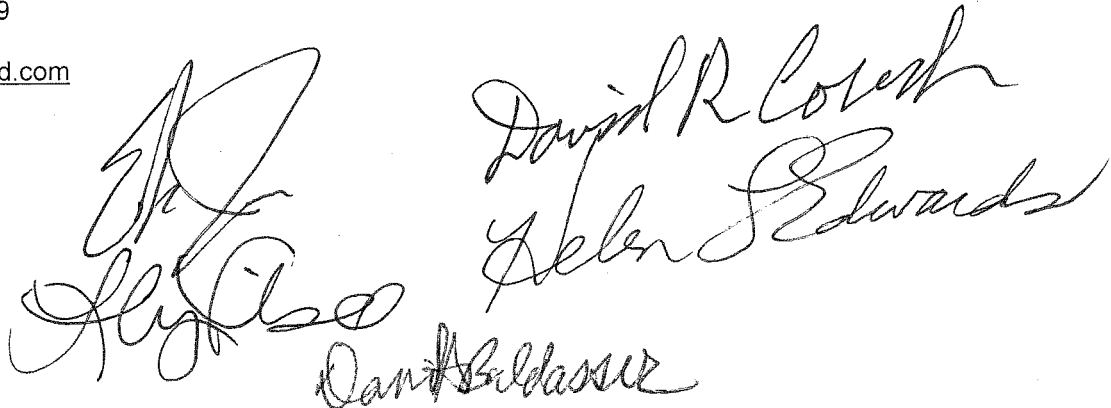
Again, thank you to everyone for your efforts. It was a pleasure.



**Erik Jones**

Leadman  
 McKinleyville C.S.D.  
 P.O. Box 2037  
 McKinleyville, CA. 95519

[ejones@mckinleyvillecsd.com](mailto:ejones@mckinleyvillecsd.com)  
 (707)839-3251



# McKinleyville Community Services District

## BOARD OF DIRECTORS

April 2, 2014

TYPE OF ITEM: **ACTION**

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**ITEM: E.3**                      **Initiate process for General Manager Performance Evaluation**

**PRESENTED BY:**              Greg Orsini, General Manager

**TYPE OF ACTION:**           **Voice Vote**

**Discussion:**

Staff recommends that the Board discuss, take public comment and ask the Board President to select one board member to consolidate all Board Member and Department Head evaluations and set a schedule.

**Discussion:**

The Board shall conduct performance evaluations for the General Manager. As noted in the Supervisor's Policy Manual, 360 evaluations from Department Heads may also be requested by the Board. These evaluations should be conducted annually on the anniversary of the General Manager's hire date.

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

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

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

After the meeting the Board Secretary will distribute the General Manager 360 performance evaluation form to the Finance Director, Operations Director and Parks and Recreation Director and coordinate the completion in accordance with the Board's schedule so the evaluations are all completed and ready simultaneously.

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

To finish, at a properly noticed public meeting the board will convene a closed session to review the consolidated evaluation with the General Manager for the purpose of discussing the General Manager's performance.

**Alternatives:**

Staff's analysis includes the following potential alternative:

- Take no action

**Fiscal Analysis:**

Not applicable

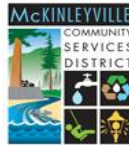
**Environmental Requirements:**

Not applicable

**Exhibits/Attachments**

- Attachment 1 Board of Directors' Evaluation form GM
- Attachment 2 GM 360 performance evaluation

Attachment 1



MCKINLEYVILLE COMMUNITY SERVICES DISTRICT  
Board of Directors' Evaluation Form - General Manager  
Performance Review Period (\_\_\_\_\_through \_\_\_\_\_)

Board Member: \_\_\_\_\_

Date \_\_\_\_\_

**A. BOARD/MANAGER RELATIONSHIP**

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

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

**B. COMMUNITY RELATIONS**

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

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

**C. LEADERSHIP**

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

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

**D. COMMUNICATION**

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

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

**E. MANAGING FINANCIAL AND MATERIAL RESOURCES**

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

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

F. ORGANIZATION

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

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

H. OVERALL EVALUATION

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

	5	4	3	2	1

Remarks/Comments:



**GENERAL MANAGER  
360 PERFORMANCE EVALUATION**

*Rating categories:*

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

PERFORMANCE FACTORS	I	M	E	COMMENTS
<b>1. QUALITY OF WORK:</b> Consider the extent to which completed work is accurate, neat, well-organized, thorough, and effective				
<b>2. RELATIONSHIPS WITH PEOPLE:</b> Consider the extent to which the GM recognizes the needs and desires of other people, treats other with respect and courtesy, and inspires their respect and confidence, etc.				
<b>3. WORK HABITS:</b> Consider the GM's effectiveness in organizing and using work tools and time, in caring for equipment and materials, in following good practices of vehicle and personal safety, etc.				
<b>4. TAKING ACTION INDEPENDENTLY:</b> Consider the extent to which the GM shows initiative in making work improvements, identifying and correcting errors, initiating work activities, etc.				
<b>5. ANALYZING SITUATIONS AND MATERIALS:</b> Consider the extent to which the GM applies consistently good judgment in analyzing work situations and materials, and in drawing sound conclusions.				
<b>6. MEETING WORK COMMITMENTS:</b> Consider the extent to which the GM completes work assignments, meets deadlines, follows established policies and procedures, etc.				
<b>7. TECHNICAL AND PRACTICAL KNOWLEDGE OF THE JOB:</b> Extensive knowledge of technical elements in own program and related areas; willing to share technical knowledge; viewed as a knowledgeable resource; ability to effectively utilize a variety of resources to resolve administrative and/or program problems.				

**GENERAL MANAGER  
360 PERFORMANCE EVALUATION**

*Rating categories:*

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

PERFORMANCE FACTORS	I	M	E	COMMENTS
<b>8. SUPERVISING THE WORK OF OTHERS:</b> Creates an environment in which employees are treated with respect. Employees possess a sense of ownership; satisfaction in the District's accomplishments; influence over how things are done, and an understanding of their personal importance to the MCSD. Provides appropriate control over staff activities. Provides timely performance appraisal of subordinate staff. Inspires continuous learning and development of staff. Recognizes and values the contributions of all members of a diverse work force.				
<b>9. LEADERSHIP:</b> Cooperates, inspires, motivates, persuades and guides others toward goal accomplishment; adapts leadership style to a variety of situations; models high standards of honesty, integrity, trust, openness and flexibility; makes sound decisions consistent with District objectives.				
<b>10. FISCAL MANAGEMENT:</b> Understands District costs, debt, cash flow, fixed assets and rate structures and is able to utilize these strategically; Analyzes budget forecasts for accuracy; maintains responsible District costs within Board approved budgets. Timely review and approval of bank reconciliations, journal entries, financial statements, invoices (AP) and payroll.				
<b>11. COMMUNICATION:</b> Proactively informing Board of Departmental and District issues and concerns; Timely collection of information and reports from Departments. Maintains confidentiality of communications.				
<b>12. COMPLIANCE:</b> Demonstrates the ability to maintain the District and all departments in compliance with laws, regulations and reporting requirements				
<b>13. CUSTOMER SERVICE:</b> Shows interest in and understanding of the needs, expectations and circumstance of internal and external customers. Explores options and pursues solutions until customers are satisfied. Is responsive, pleasant, professional and easy to do business with. Looks at the organization and its services from the customer's point of view. Seeks and uses customer feedback to improve services. Meets or exceeds internal and external customer expectations.				

**GENERAL MANAGER  
360 PERFORMANCE EVALUATION**

*Rating categories:*

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

<b>14. EMPLOYEE SAFETY:</b>  Consider whether the employee maintains and ensures training, safety requirements and compliance for supervised employees (i.e. full time, part-time, seasonal, Cal-works, sub-contractors or visitors)				
<b>15. POLICIES AND PROCEDURES:</b> Consider the extent to which the employee maintains compliance with All District Policies and Procedures. Ensures staff is aware of Human Resource and EEO Policies.				
<b>16: IDP:</b> Develops IDP with supervised employees and ensures employee completes all training requirements.				

**OTHER EVALUATOR COMMENTS:**

**SIGNATURE:** \_\_\_\_\_ N/A

**DATE:** \_\_\_\_\_

**GENERAL MANAGERS COMMENTS:**

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

# McKinleyville Community Services District

## BOARD OF DIRECTORS

April 2, 2014

TYPE OF ITEM: **ACTION**

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**ITEM: E.4**                      **Consider adopting Resolution 2014-15 for Initiating Street Light Zone # 97**

**PRESENTED BY:**              **Greg Orsini, General Manager**

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

**Recommendation:**

Staff recommends that the Board review the Draft Engineer's Report, Attachment 2 discuss; take public comment and consider adopting Resolution 2014-15 Initiating Central Estates Phase 2 A&B Street Light Zone #97, Attachment 1 by roll call vote.

**Discussion:**

Mr. Furtado is developing the sixty-three (63) lot Central Estates Phase 2 A&B Subdivision. Mr. Furtado represents a majority of the property owners within the proposed Street Lightening Zone, and is required to form an assessment zone as a condition of development. The Street Light Assessment Zone allows the District to perform the role of owner and collection agent in regard to paying the monthly PG&E charges for the streetlights to be installed in conjunction with the development. The developer has constructed the necessary street lights to District standards, and has dedicated the completed facilities to the District.

Attached, as **Attachment 2** is a Draft Engineer's Report detailing the expected monthly costs for the assessment district as shown on the attached **Exhibit B** and site plan showing approximate locations attached as **Exhibit A. Attachment 1** is draft Resolution 2014-15 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 is scheduled for May 7<sup>th</sup>, 2014.

Staff will post notice of this 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 Draft Engineer's Report **Attachment 2** distributes the direct expense of all costs for the street lights 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:**

Not applicable

**Exhibits/Attachments**

- Attachment 1 Resolution of Initiation 2014-15 Exhibit A
- Attachment 2 Engineers Report Exhibit A and B

**RESOLUTION 2014-15**

**A RESOLUTION OF  
THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT  
INITIATING PROCEEDINGS TO ESTABLISH THE  
CENTRAL ESTATES PHASE 2A& 2B SUBDIVISION STREET LIGHTING ZONE # 97**

**Whereas**, the development of the Central Estates Phase 2A& 2B 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 508-252-001, 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 Central Estates Phase 2A& 2B Subdivision Street Light Zone # 97 (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**, an 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

1. Proposes 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 May 7, 2014 at 7:00 pm at Azalea Hall 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 District 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.

PASSED AND **ADOPTED** at the duly called meeting of the Board of Directors of the McKinleyville Community Services District on the April 2, 2014 by the following polled vote:

**AYES:**

**NOES:**

**ABSENT:**

---

David R. Couch, Board President

**ATTEST:**

---

Kathy Wilson, 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 839-3251.

**ENGINEER'S REPORT**  
**CENTRAL ESTATES PHASE 2A& 2B STREET LIGHTING ZONE # 97**  
**DEVELOPER INITIATED STREET LIGHTING ZONE**

This report outlines a proposed Street Lighting Zone for the **CENTRAL ESTATES PHASE 2A& 2B 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 street lights 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 63 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 street lights in the Zone.

Present monthly costs per lot are summarized as follows:

**\$2.16** per month (1/63 share) of the estimated cost for utilities,  
maintenance, and overhead

**\$0.50** per month charge for Administrative fees

**\$2.66** 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

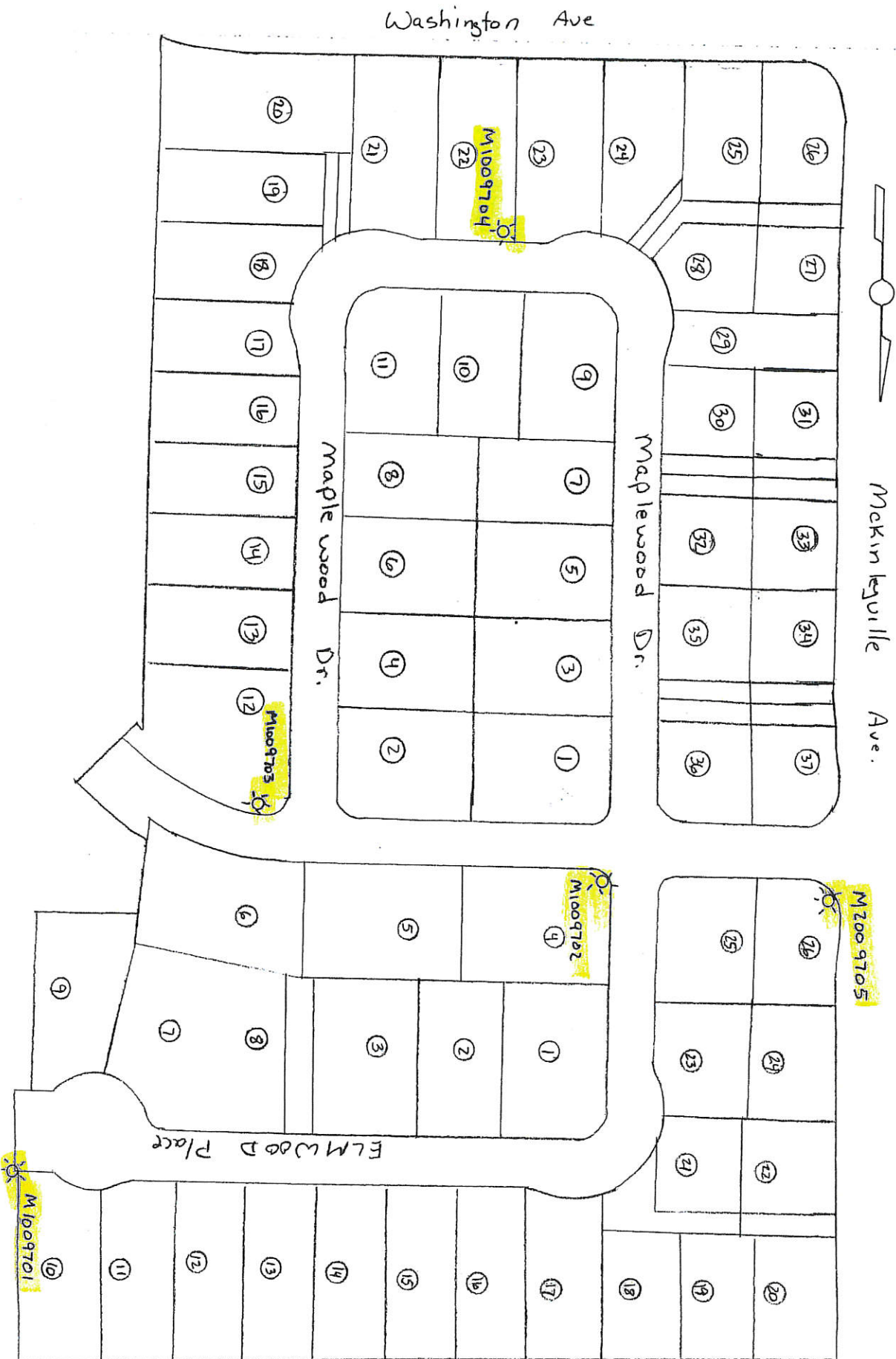
the Zone. It is unlikely that persons not associated with assessed parcels will make use of the facilities because (i) The Zone is an isolated residential subdivision, which can be anticipated to have little pass-through traffic, at night and (ii) the facilities are low-level lighting, and are not designed 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 street lights 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 2014 dollars. This monthly assessment (aside from the fifty cent administrative fee) may be adjusted annually, beginning **February 2015**, 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.

# Exhibit A – SITE PLAN





# **McKinleyville Community Services District**

## **BOARD OF DIRECTORS**

April 2, 2014

TYPE OF ITEM: **ACTION**

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**ITEM: E.5.                      Approve Resolution 2014-12, amending the Rules and Regulations, Rule 45.03.d. RECREATION PROGRAM FEES**

**PRESENTED BY:                Jason Sehon, Parks & Recreation Director**

**TYPE OF ACTION:             Roll Call Vote**

**Recommendation:**

Staff recommends that the Board review the information, take public comment and Approve Resolution 2014-12 to revise the Rules and Regulations, Rule 45.03.d. RECREATION PROGRAM FEES.

**Discussion:**

At a recent weekly recreation staff meeting, our staff discussed whether or not it is not necessary to require the Board of Directors to establish and adopt recreation program fees. After the discussion, staff decided to suggest that program fees should be considered and adjusted at a management level instead of by the Board of Directors.

Many factors are considered when staff determines a fee structure for an existing or new recreation program. MCSD and its staff strive to offer quality recreation programs and activities at a reasonable cost to our customers. Most program fees and charges are set to reflect the cost of MCSD to provide those services.

For example, when considering a fee structure for a recreation program, staff considers the potential number of participants in order to determine the number of staffing required. Staff training hours, marketing expenses, equipment and supplies, and miscellaneous (postage, etc) are also considered.

Once we match anticipate number of participants/staffing levels with the expenses listed above, we begin to determine what to charge for the program. The Parks and General Fund is used to help subsidize the salaries of our full time recreation staff who work in the office (about 25 percent of their salaries).

It is also recognized that many recreation programs impact our parks and facilities and require MCSD to pay for utilities and janitorial. Recreation program fees as well as facility rental fees cover a majority of the cost to maintain our



parks and facilities and our park maintenance staff. A portion of Measure B funds and the Parks & General fund help pay for our Maintenance staff.

At its February 20, 2014 Recreation Advisory Committee (RAC) meeting, members of the Committee voted unanimously to make a recommendation to the MCSD Board of Directors to Approve Resolution 2014-12 revising the Rules and Regulations, Rule 45.03.d. RECREATION PROGRAM FEES

MCSD's Rules and Regulations currently state the following:

Rule 45.03.d. RECREATION PROGRAM FEES. The District shall charge participants program fees based on the direct expenses associated with each individual program. Program fees shall be determined each year and as programs are added to the Department's current services index. Program fees shall be established and adopted by the Board prior to registration being accepted for said programs.

Staff would like to strike the last sentence of the paragraph so that Rule 45.03.d. RECREATION PROGRAM FEES to read as follows:

Rule 45.03.d. RECREATION PROGRAM FEES. The District shall charge participants program fees based on the direct expenses associated with each individual program. Program fees shall be determined each year and as programs are added to the Department's current services index. ~~Program fees shall be established and adopted by the Board prior to registration being accepted for said programs.~~

**Alternatives:**

Staff's analysis includes the following potential alternative:

- Take no action

**Fiscal Analysis:**

Not applicable

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments**

- Attachment 1 - Resolution 2014-12

**RESOLUTION 2014-12**

**AN ORDINANCE OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT  
AMENDING THE RULES AND REGULATIONS, RULE 45.03.D.  
RECREATION PROGRAM FEES**

**WHEREAS,** the Board wishes to provide quality parks and recreation services to its constituents; and

**WHEREAS,** the Board has determined that fees and charges should reflect District costs of providing services; and

**WHEREAS,** the Board recognizes it should be the responsibility of Management to establish recreation program fees, and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of McKinleyville Community Services District hereby amends the MCSD Rules and Regulations as follows:

**Rule 45.03.d. RECREATION PROGRAM FEES.** The District shall charge participants program fees based on the direct expenses associated with each individual program. Program fees shall be determined each year and as programs are added to the Department's current services index. ~~Program fees shall be established and adopted by the Board prior to registration being accepted for said programs.~~

**ADOPTED, SIGNED AND APPROVED** at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on the 2nd day of April 2014 by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Attest:

\_\_\_\_\_  
Kathy Wilson, Board Secretary

# **McKinleyville Community Services District**

## **BOARD OF DIRECTORS**

April 2, 2014

TYPE OF ITEM: **ACTION**

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**ITEM: E.6**                      **Authorize Board President to execute Lease Extension Agreement for Fischer Ranch**

**PRESENTED BY:**              **Greg Orsini, General Manager**

**TYPE OF ACTION:**          **Voice Vote**

**Recommendation:**

Consider approval of the Lease Extension Agreement for Fischer Ranch, authorizing the Board President to execute the Lease Extension Agreement; take public comment and arrive at a consensus.

**Discussion:**

The approximately 100 acre Fischer Ranch property is currently leased to Marvin Peachey. The term of Lease terminated on January 31, 2014. The Lease Term shall be extended for a period of three (3) years commencing on February 1, 2014 and ending on January 31, 2017 ("Extension Term"), unless sooner terminated pursuant to the terms and conditions of the Lease or this Lease Extension Agreement.

Lessee shall have the option to extend the term of the Lease for an additional three (3) year period following the expiration of the Extension Term on all of the same terms and conditions of the Lease, except that rent shall be adjusted annually as set forth in Section 4, of the Lease Extension Agreement listed as Exhibit 1. Lessee must provide Lessor written notice of exercise of the option ("Option Notice") no later than January 31, 2016.

**Alternatives:**

- Take no action

**Fiscal Analysis:**

Consistent with the terms of Section 2.2 of the Lease, Rent for the years 2014-2016 of the Extension Term shall be as follows:

\$980.00 per month, commencing on February 1, 2014 through January 31, 2015;  
\$1,000.00 per month, commencing on February 1, 2015 through January 31, 2016.  
Additionally the parties agree that the Rent for years 2016-2017 of the Extension Term and for any further extension term exercised pursuant to Section 3 shall be as follows:

\$1,020.00 per month, commencing on February 1, 2016 through January 31, 2017  
\$1,040.00 per month, commencing on February 1, 2017 through January 31, 2018  
\$1,060.00 per month, commencing on February 1, 2018 through January 31, 2019  
\$1,080.00 per month, commencing on February 1, 2019 through January 31, 2020

**Environmental Requirements:**

- Not applicable

**Exhibits/Attachments**

- Attachment 1- Lease Extension Agreement Exhibit A

RECEIVED

MAR 04 2014

McK. C.S.D.

Attachment 1

## LEASE EXTENSION AGREEMENT

This LEASE EXTENSION AGREEMENT (hereinafter referred to by full title or as this "Agreement") is made on February \_\_, 2014, by and between the McKinleyville Community Services District ("Lessor"), and Marvin Peachy ("Lessee"). Where collective reference is intended, Lessor and Lessee are hereinafter referred to as the "Parties."

### RECITALS

A. WHEREAS, Lessor and Lessee entered into that certain Lease dated February 19, 2011, a copy of which is attached hereto as **Exhibit "A"** (the "Lease"), pursuant to which Lessor leased that certain described Premises located in the unincorporated area of McKinleyville, Humboldt County, California, to Lessee.

B. WHEREAS, the term of the Lease terminated on January 31, 2014.

C. WHEREAS, pursuant to Section 11 of the Lease, entitled "Extension of Term" Lessee had the option to renew the Lease for an additional three (3) years by giving Notice to Lessor on or before January 13, 2013.

D. WHEREAS, Lessee provided written notice of Lessee's desire to exercise its option to extend the Lease on February 5, 2014. Both Lessor and Lessee desire to waive the lack of timely notice and extend the term of the Lease for an additional three (3) years.

NOW, THEREFORE, in consideration of the mutual covenants of the Parties herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### AGREEMENT

#### **Section 1. Waiver of Lack of Notice to Extend Lease and Continuation of Lease**

The Parties agree to waive any lack of written notice to extend the term of the Lease, as required in Section 11.1 of the Lease. The Lease is hereby deemed to have never lapsed, and to have continued without interruption and shall continue in accord with the original terms and conditions of the Lease, as supplemented and partially modified by this Agreement.

#### **Section 2. Extension of Lease Term**

The Lease Term shall be extended for a period of three (3) years commencing on February 1, 2014, and ending on January 31, 2017 ("Extension Term"), unless sooner terminated pursuant to the terms and conditions of the Lease or this Lease Extension Agreement.

### **Section 3. Option to Further Extend Lease**

Lessee shall have the option to extend the term of the Lease for an additional three (3) year period following the expiration of the Extension Term on all of the same terms and conditions of the Lease, except that rent shall be adjusted annually as set forth in Section 4, below. Lessee must provide Lessor written notice of exercise of the option ("Option Notice") no later than January 31, 2016.

### **Section 4. Base Rent Adjustment for the Extension Term**

Consistent with the terms of Section 2.2 of the Lease, Rent for the years 2014-2016 of the Extension Term shall be as follows:

\$980.00 per month, commencing on February 1, 2014 through January 31, 2015;

\$1,000 per month, commencing on February 1, 2015 through January 31, 2016.

Additionally the parties agree that the Rent for years 2016-2017 of the Extension Term and for any further extension term exercised pursuant to Section 3, above shall be as follows:

\$1,020.00 per month, commencing on February 1, 2016 through January 31, 2017

\$1,040.00 per month, commencing on February 1, 2017 through January 31, 2018

\$1,060.00 per month, commencing on February 1, 2018 through January 31, 2019

\$1,080.00 per month, commencing on February 1, 2019 through January 31, 2020

### **Section 5. Early Termination by Lessee**

In the event that the Premises are deemed unsuitable for Lessee's continued harvesting and marketing of crops during the Extension Term, Lessee may terminate the Lease prior to Expiration of the Extension Term by giving Lessor a written notice of early termination at least six (6) months in advance of the early termination date.

### **Section 6. Continuation of Terms and Conditions of Lease**

All terms and conditions of the Lease and Lease Extension Agreement shall continue, in full force and effect, subject to the limited changes recited in this Agreement and the exhibits attached hereto (which are collectively deemed incorporated by reference). The Lease, as extended by the Lease Extension Agreement shall be deemed continuous since its inception on February 19, 2011, without interruption.



**Section 7. Agreement Execution.**

This Agreement may be executed in counterparts, the separately executed parts of which shall be considered one whole. Facsimile and/or scanned signature copies shall be deemed to constitute original signatures.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Agreement as of the date first above written.

**“LESSOR”:**

McKinleyville Community Services District

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**“LESSEE”:**

By:   
Marvin Peachy

**LEASE AGREEMENT**

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT, herein called "Lessor", hereby leases to, Marvin Peachey herein called "Lessee", those certain premises, herein called "Premises", in the County of Humboldt, State of California, described as follows: The real property in the unincorporated area of McKinleyville, Humboldt County, California described in Exhibit A, attached hereto, including all improvements thereon, on the terms and conditions set forth herein.

**ARTICLE 1. TERM OF LEASE**

1.1 Original Term. This initial lease shall be for a term of three (3) years commencing on approximately February 19, 2011 ("Commencement Date") and ending on January 31, 2014, unless the District at its sole discretion, decides to sell the property, thereby vacating the Lease. In the event Lessor sells and/or conveys the Premises, this lease shall automatically terminate effective immediately at the close of escrow. The actual final commencement date and the date the lessee will be established upon Board approval of this lease and a 30-day notification to the current lessee has been provided.

1.2 Extension of Term. The Term of this Lease can be extended as provided in Article 11 hereof.

1.3 Hold over. Should Lessee hold over and continue in possession of said Premises after expiration of the term of this lease or any extension thereof, Lessee's continued



## Lease Agreement

occupancy of said Premises shall be considered a month-to-month tenancy subject to all terms and conditions of this Lease.

### ARTICLE 2. RENT

2.1 Rent. Lessee agrees to pay Lessor \$800.00 per month for the initial term of the Lease commencing on June 1, 2011. For the period from February 19, 2011 to May 31, 2011 no rent will be due. Rent shall be prorated on a 30-day month for any portion of a month included in the term. However, rent shall be adjusted upon renewal of the Lease in accordance with Section 2.2.

2.2 Rent Adjustment. Rent for the period of February 1, 2012 through January 31, 2013 shall be \$825.00 per month. Rent for the period of February 1, 2013, through January 31, 2014 shall be \$960.00 per month. The amount of the monthly rent for any extended term of the Lease pursuant to Article 11 herein shall be adjusted to \$980.00 per month commencing on February 1, 2014 through January 31, 2015; and \$1000.00 per month for the period of February 15, 2015 through January 31, 2016.

2.3 Rent Payments. Rent shall be payable on the first day of the month, at the office of Lessor at 1656 Sutter Road, McKinleyville, California, or at such other place or places as Lessor may from time to time designate by written notice delivered to Lessee. Should rent payment be five or more days late, a late payment in the amount of three percent (3%) of the rent payment shall be due and payable in addition to the month's rent. Should any rent payment be ten (10) or more days late, interest at the rate of ten percent (10%) per annum or the maximum amount allowed by law if said rate is higher than the maximum amount allowed by law, shall accrue and be payable on all amounts due.

2.4 Deposit. Lessee shall place a deposit equal to the first and last month's Lease amount (\$1,600) to Lessor at start of Lease. This Deposit will be returned to Lessee at end of lease period subject to the terms stated in Article 10 for defaults and remedies.

### **ARTICLE 3. USE OF PREMISES**

3.1 Uses. Said Premises shall, during the term of this Lease and any extensions thereof, be used for the purpose of growing fodder crop for baling or to process as silage for uses normally incident to such purposes. Within six months start of lease, lessee shall disk and/or plow and reseed half the farmable acreage, then the remainder within eight months of the first seeding. The lessee shall reseed with a mix of grasses such as annual rye, perennial rye, and orchard grass. The lessee has the option to plant corn on a portion of the farmable acreage if the market will support it. If corn is planted a suitable grass mixture will replace it at the time the corn is harvested. Said use(s) shall comply with all applicable zoning requirements and permit procedures. In conducting the business specified in this section and on said Premises, Lessee shall be entitled to sell such merchandise and render such services, as are customarily sold and rendered by the operators of businesses of the same type in the county and state where said Premises are located. Lessor makes no representation concerning the Premises' suitability for such use.

3.2. Restrictions on Use. Use of the Premises shall be restricted as set forth below.

3.2.1. Irrigation Set Backs. No irrigation is to occur within 100' of the perimeter fences or within 200' of the bottom of the slope between the lower and upper pastures.

3.2.2. Discharge Permit Compliance. Lessee shall not operate in any manner to cause a waste discharge violation or violation of any state, federal or local law or regulation affecting the environment or the storage, handling, use or discharge of any hazardous material, pollutant or substance.

3.2.3. Storage of Equipment or Materials. Lessee is only to store those pieces of equipment or materials owned or leased by Lessee and needed as part of the agricultural operation. Equipment is to be stored only within the two hay barns, the milk barns and the area designated on Attachment 2. The grounds and buildings are to be kept clean and free of debris and non operational equipment.

3.2.4. Livestock and Animals. No livestock or animals of any sort are to be brought onto the Premises at any time.

3.2.5. Burning. No burning of any type is to be done on the Premises. All trash and vegetation is to be removed from the Premises by the Lessee for disposal.

3.2.6. Residence. The Lessee shall not reside nor allow any employee to reside upon the Premises.

3.3. Insurance Hazards. Lessee shall not commit or permit the commission of any acts on said Premises nor use or permit the use of said Premises in any manner that will increase the existing rates for or cause the cancellation of any fire, liability, or other insurance policy insuring said Premises or the improvements on said Premises. Lessee shall, at its own cost and expense, comply with any and all reasonable requirements of



## Lease Agreement

Lessor's insurance carriers necessary for the continued maintenance at reasonable rates of fire and liability insurance policies on said Premises and the improvement on said Premises; provided, however that in the event Lessee believes the requirements are unreasonable, Lessor shall seek coverage with other reputable carrier which may or may not have such unreasonable requirements. Requirements which are imposed on an industry-wide basis shall be complied with by Lessee regardless of Lessee's assessment of reasonableness.

3.4. 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 of commission of any nuisance as defined in Section 3479 et seq. of the California Civil Code on said Premises; and Lessee shall not use or permit the use of said Premises for an unlawful purpose.

3.5. Compliance With Law. Lessee shall at Lessee's own cost and expense 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. This shall include, but not be limited to, compliance with ADA requirements, obligations regarding workers' compensation insurance and employers' liability insurance as set forth in the Labor Code, and all laws relating to sanitation and odor abatement, as well as any state, federal or local law or regulation affecting the environment or the storage, handling, use or discharge of any hazardous material, pollutant or substance. The judgment of any court of competent jurisdiction, or the admission by Lessee in a proceeding brought against Lessee by a government

entity, that Lessee has violated any such statute, ordinance, regulation, or requirement shall be conclusive as between Lessor and Lessee and shall be grounds for termination of the Lease by Lessor. Lessee shall be deemed in violation of this provision if Lessee's activities are the cause of Lessor being found in violation of any statutes, ordinances, waste discharge regulation, and requirements of any governmental entities, including federal, state, county or municipal.

3.6. Weed Abatement. Lessee shall be responsible to keep Premises free of invasive weeds such as Canadian Thistle, Baltic Grass and other invasive plants deemed detrimental to the grass crop. Invasive weeds shall not be allowed to go to seed and must be removed or cut down by mechanical means.

#### **ARTICLE 4. TAXES AND UTILITIES**

4.1 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, and other public utilities to said Premises during the term of the Lease or any extension thereof and for the removal of garbage and rubbish from said premises during the term of this Lease or any extension thereof, except as expressly provided for herein.

4.1.1. Irrigation Water. Lessor will provide treated wastewater for irrigation to those areas south of the flood irrigation cells and not closer than 100 feet from the nearest property boundary, and 200' from the bottom of the slope, except as set forth below. Lessee may purchase water from Lessor to irrigate those portions of the Premises not irrigated with

treated wastewater for the period between October 1 and May 15, when Lessor is not irrigating with treated wastewater.

4.1.2. All Other Water. Lessee may purchase water from Lessor for all other uses at the prevailing rates and charges.

4.1.3. Irrigation Power. Lessee shall be responsible for all electric power costs.

4.2. Personal Property Taxes. Lessee shall pay before they become delinquent all taxes, assessments, or other charges levied or imposed by any governmental entity on the furniture, trade fixtures, appliances, and other personal property placed by Lessee in, on, or about said Premises including, without limiting the generality of the other terms used in this section, any fixtures, machinery, plant equipment or office equipment brought on said Premises by Lessee.

4.3. Real Property Taxes. Subject to Lessee's obligation to reimburse Lessor as hereinafter provided, all real property taxes and assessments levied or assessed against said Premises by any governmental entity, including any special assessment imposed on or against said Premises for the construction or improvement of public works in, on, or about said Premises, shall be paid by Lessor before they become delinquent. Lessee shall promptly reimburse Lessor, within fifteen (15) days of the date of receipt of a request for reimbursement, for all real property taxes and assessments paid by Lessor during the term of the Lease, or any extension thereof. In the event that a portion of the Premises are later developed by Lessor for use by other tenants, the real property taxes and assessments levied against the Premises will be prorated in an



equitable manner based upon the value and size of the improvements and ground area occupied by each Lessee.

## **ARTICLE 5. ALTERATIONS, REPAIRS AND MAINTENANCE**

5.1 Conditions of Premises. Lessee acknowledges herein that he has inspected and approved the condition of the Premises. Lessor makes no warranties of any kind or nature, express or implied, regarding the condition of the Premises or any improvements located thereon, or the suitability of the Premises and improvements thereon for Lessee's intended use. Lessee assumes occupancy of the Premises based solely on Lessee's inspection and assessment of the Premises, and assumes occupancy of the Premises in its existing condition, with all faults and defects present, both patent and latent.

5.2 Maintenance by Lessor. Lessor shall have no maintenance obligation whatsoever, except being responsible for normal wear and tear of buildings, roofs and wiring. Notwithstanding the above, if this Lease through extension pursuant to Section 1.2 continues in effect for more than 15 years, Lessee shall be solely responsible for maintaining and restoring all improvements and facilities, including but not limited to all fencing, so that they are in the condition they were in at the commencement of this Lease. Lessor shall cooperate, at Lessee's expense, with any reasonable demand of Lessee in arranging repairs or maintenance. Capital improvements required by governmental mandate shall be the responsibility of Lessor.

5.3 Maintenance by Lessee. Except as otherwise expressly provided in Section 5.2 of this Lease, Lessee shall at his own cost and expense keep and maintain all portions of said Premises as well as improvements of said Premises and all facilities appurtenant

## Lease Agreement

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. Without limiting the foregoing, Lessee is responsible for damages directly attributed to the hay operation such as broken pipes, damages to buildings, fences or structures or other damages associated with the operation and use of the Premises.

5.3.1. Harvesting. Lessee may harvest at his discretion however, Lessor may advise Lessee when the Premises must be harvested. Lessee agrees to cut and remove crop using commercially reasonable methods from the areas designated for harvesting by Lessor within twenty (20) calendars days of notice to harvest by Lessor.

5.4. Alterations and Liens. Lessee shall not make or permit any other person to make any alterations to said Premises or to any improvement thereon to the facilities appurtenant thereto without first obtaining the written consent of Lessor. 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, and improvements, 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 the Lease of requiring Lessee, at Lessee's sole cost and expenses, to remove any or all such alterations, additions and improvements from said Premises and restore the Premises to its original condition.



5.5. Inspection by Lessor. Lessee shall permit Lessor or Lessor's agents, representatives, or employees to enter said Premises at all reasonable times 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.

5.6. 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 in accordance with Section 5.2 and 5.3 herein. Lessee shall remove all equipment and supplies from the Premises prior to the end of the term. Should Lessee fail to remove any equipment or supplies, Lessor may, at its own discretion remove equipment or supplies and bill Lessee for actual costs of removal. Lessee agrees to pay Lessor's actual costs of removal. Lessee acknowledges that all equipment and supplies left on the Premises may become the property of Lessor at Lessor's discretion.

## **ARTICLE 6. INDEMNITY AND INSURANCE**

6.1. Hold Harmless Clause. Lessee agrees to defend, indemnify and hold Lessor and the property of Lessor, including, without limitation, the Premises, free and harmless from any and all claims, liability, loss, damage, penalties, fees and expenses of any kind resulting from or arising out of Lessee's occupation and use of the Premises, and all improvements thereon, specifically including, without limitation, any claim, liability loss, or damage arising by reason of:

- 6.1.1. 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 or some act or omission of Lessee or of some agent, contractor, employee, servant or sublessee or licensee on said Premises;
  - 6.1.2. 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;
  - 6.1.3. Lessee's failure to perform any provision of this Lease or to comply with any provision of law or any requirement imposed on Lessee or the leased Premises by any duly authorized governmental agency or political subdivision; and
  - 6.1.4. Any death, damage or injury occurring to any person arising out of any use, act, omission or other occurrence relating to or arising out of Lessee's use of the Premises.
- 6.2 Liability Insurance. Lessee shall obtain, prior to commencement of the term of this Lease, comprehensive general public liability insurance issued by carriers acceptable to Lessor insuring the performance by Lessee of all obligations set forth in this Lease including all contractually assumed liability which insurance shall insure the Lessor, its officers, agents, employee and Lessee in the amount of not less than \$1,000,000 for any individual claimant and \$1,000,000 in the aggregate. A certificate of

insurance shall be provided to Lessor prior to the inception of the term which shall provide that coverage provided by the policy shall not be canceled or amended until the Lessor is first provided with at least thirty (30) days written notice concerning such cancellation notice, and naming Lessor as an additional named insured. Failure of Lessee to maintain insurance pursuant to this section for a period longer than four (4) days shall be grounds for immediate termination of the Lease.

6.3 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 7. SIGNS AND TRADE FIXTURES**

7.1 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 in Lessee's trade or business as Lessee may, in his sole discretion, deem advisable. Any and all such trade fixtures



## Lease Agreement

that cannot be removed without structural damage to said Premises or any building or improvements on said Premises shall 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.

7.2 Unremoved 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. However, Lessor may demand that Lessee remove said fixtures and restore Premises to original condition, all at Lessee's expense.

7.3 Signs. Lessee may install such signs as Lessee requires for its business operations, subject to the laws of any governmental agency having jurisdiction. On the expiration or sooner termination of this Lease, or any extension thereof, Lessee shall remove all such signs and shall repair any damage to the Premises caused by the removal.

## **ARTICLE 8. DESTRUCTION AND CONDEMNATION**

8.1 Partial Destruction. If, during the term, the Premises are totally or partially destroyed from any cause, rendering the Premises totally or partially inaccessible or unusable, Lessor shall restore the Premises to substantially the same condition it was immediately before destruction, if the restoration can be made under the existing laws and can be completed within one hundred eighty (180) days after the date of the destruction. Such destruction shall not terminate this Lease. If the restoration cannot

## Lease Agreement

be made in the time stated in this section, then within fifteen days after the parties determine that the restoration cannot be made in the time stated in this paragraph Lessee can terminate this Lease immediately by giving written notice to Lessor. If Lessee fails to terminate this Lease and if restoration is permitted under the existing laws, Lessor shall restore the Premises within a reasonable time and this Lease shall continue in full force and effect. If the existing laws do not permit the restoration, or cannot be achieved at a reasonable cost to Lessor, either party can terminate this Lease immediately by giving notice to the other party.

8.2 Insurance Proceeds. Any insurance proceeds received by Lessor because of the total or partial destruction of said Premises or any building on said Premises shall be the sole property of Lessor, free from any claims of Lessee, and may be used by Lessor for whatever purpose Lessor may desire.

8.3 Abatement of Rent. Should Lessor be required under Section 8.1 of this Lease to repair and restore said Premises to their former condition following partial or full destruction of said Premises.

8.3.1 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;

8.3.2. 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; and

8.3.3 The rent payable by Lessee to Lessor pursuant to Section 2.1 of the Lease shall be abated to the extent that the Lessee shall be prevented from using the whole of said Premises. The extent of abatement of rent shall be calculated as the percentage reduction in the useable area of the Premises.

8.4. Condemnation. Should, during the term of this Lease or any renewal or extension thereof, title and possession of all or portions 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 herein. 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. In the event of such partial taking which does not result in termination of the Lease, an equitable reduction in the rent shall be made.

## **ARTICLE 9. ASSIGNMENT AND SUBLEASES**

9.1. 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 prior written consent of Lessor, which shall be given or refused in Lessor's sole discretion. Neither shall



Lessee sublet said Premises or any part thereof without the prior express written consent of Lessor. Under no circumstance shall any sublessee use the Premises for grazing or raising of livestock. A consent by Lessor to one assignment, one subletting, or one occupation of said Premises by a person shall not constitute consent to any such action involving others. Any encumbrance, assignment, subletting, or transfer without the prior express 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.

#### **ARTICLE 10. DEFAULT AND REMEDIES**

10.1. Default by Lessee. Lessee shall be in default hereunder if (i) Lessee fails to timely pay rent or other charges due hereunder, or (ii) Lessee fails to perform any other obligation of Lessee under this Lease within fourteen (14) days after written notice from Lessor specifying the failure and stating that it is a "notice of default", provided that if the nature of the obligation is such that more than 14 days is reasonably required for its cure, then within such longer period as is reasonably necessary for the cure, as long as the cure is begun during the 14 day period and prosecuted with diligence to completion. Notwithstanding the above, failure of Lessee to perform an obligation under this Lease which is expressly stated to be grounds for termination of the Lease shall result in immediate default by Lessee and is grounds for immediate termination of the Lease unless an express cure period is specified, in which case such cure period will control notwithstanding Section 10.2 below.

10.2. Lessor's Cure Right. Upon a default by Lessee pursuant to clause (ii) of Section 10.1 above, Lessor, without prejudice to its other remedies, shall have the right to notify Lessee that if Lessee fails to cure the default within fourteen (14) days, then Lessor may cure the default and the cost of the cure shall immediately be deducted from the Lessee's Deposit held by the Lessor. Upon notice, Lessee must reinstate the Deposit to the full amount within 14 days. In addition, in the event of an emergency risking injury to persons or immediate damage to property, Lessor shall have the right to cure the default after giving telephone notice to Lessee and allowing such time for Lessee to cure the default as is reasonable in the circumstances.

10.3. Lessor's Remedies. Following a default by Lessee pursuant to Section 10.1, Lessor shall have the option to either (i) cure the default pursuant to Section 10.2 , or (ii) terminate this Lease by notice to Lessee and recover the difference between the rent due hereunder and the fair rental value of the Premises for the remainder of the then unexpired Lease Term, together with reletting costs including necessary Lease improvements and leasing commissions, or (iii) re-enter and re-take possession of the Premises without terminating this Lease and re-let them in a commercially reasonable manner to a substitute Lessee and Lessor may continue to collect the difference, if any, between the rent and other charges payable under this Lease and the lower rent collected from Lessor's substitute Lessee.

10.4. Waiver of Breach. The waiver by Lessor or Lessee of any breach by the other party of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by either party.



## **ARTICLE 11. EXTENSION OF TERM**

11.1. Option for Lease Renewal. Provided that Lessee is not in default of any term of this Lease, no later than January 13, 2013 the Lessee shall have the option or an extended term of this Lease, for three (3) years, however, that the rent shall be subject to adjustment at the commencement of each extended term as provided in Section 2.2. Such extension of the Lease shall not occur if written notice is not received by the District by January 13, 2013. If proper notice not to extend has occurred, at the end of the Lease Term, Lessor may consider a month-to-month tenancy of the Premises to Lessee as described in Section 1.3. Furthermore, this lease shall terminate automatically in the event Lessor sells or conveys the Premises as stated in Section 1.1, above.

## **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 regulation, 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; provided, however, that nothing contained in this section shall excuse the prompt payment of rent by Lessee as required by this Lease or the performance of any act rendered difficult solely because of the financial condition of the party, Lessor or Lessee, required to perform the act.

12.2. 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 prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted in the litigation, to a reasonable sum for costs and 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.

12.3. 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: Marvin Peachy

To Lessor: McKinleyville Community Services District  
P.O. Box 2037  
McKinleyville, CA 95519  
707-839-3251 707-839-8456 (fax)

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

12.4. Binding on Heirs and Successors. This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, Lessor and Lessee, but nothing in this section contained shall be

## Lease Agreement

construed as a consent by the Lessor to any assignment of the Lease or any interest herein by Lessee.

12.5. 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.

12.6. 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.

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

12.8. Transfers by Lessor. Lessor shall have the right to transfer and assign, in whole or in part, all of the Lessor's rights and obligations under this Lease and on the Premises, and in such event and on assumption by Lessor's transferee of Lessor's obligation under this Lease, no further liability or obligation shall accrue against Lessor under this Lease, and Lessor shall be entirely relieved of all agreements and conditions of this Lease to be performed by Lessor. Lessee agrees to consent to any such transferee or assignee.

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

**LESSOR:**

**McKinleyville Community Services District**

Dated: 2-16-2011

By: Helen J. Edwards

Helen Edwards, Board President

**LESSEE:**

Dated: 2-16-11

By: Marvin Peachey

Marvin Peachey

Exhibit A          Property Description

Exhibit B          Use of Property

# **McKinleyville Community Services District**

## **BOARD OF DIRECTORS**

April 2, 2014

TYPE OF ITEM: **ACTION**

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**ITEM: E.7. Review Regulation 16. RATES specifically Rule 27.04. Sewer Charges and approve annual increase which is scheduled for July 1, 2014 as per MCSD Rules and Regulations**

**PRESENTED BY: Greg Orsini, General Manager**

**TYPE OF ACTION: Voice Vote**

### **Recommendation:**

Staff recommends that the Board review rate increase effective July 1, 2014, take public comment and arrive at a consensus to authorize the rate change for sewer service as outlined in Regulation 16. – Rates; Rule 27.04. Sewer Charges.

### **Discussion:**

The Board reviewed the completed rate study and approved it at the June 6 2012 Regular Board Meeting. In that rate study were incremental adjustments for sewer charges as specified in Attachment 1 for FY 12/13 through FY16/17.

The Proposition 218 protest process was conducted and the community supported the incremental adjustments. The Board does have the latitude to adjust rates in any percentage increase to the limit specified in Rule 27.04 for FY14/15.

Staff strongly recommends the Board allow staff to initiate recommended adjustments to the sewer rates.

### **Alternatives:**

Staff's analysis includes the following potential alternative:

- Take no action

### **Fiscal Analysis:**

The adjustment will increase sewer revenues by approximately 8%

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments**

- Attachment 1 – Resolution 2012-17



## **RESOLUTION 2012-17**

### **A RESOLUTION OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT AMENDING RULES 16.01 AND 27.04 OF THE MCSD RULES AND REGULATIONS TO INCREASE THE RATES OF THE DISTRICT'S WATER AND SEWER SERVICE CHARGES**

**WHEREAS,** Pursuant to Government Code Sections 61115 and 61123, the District imposes service charges for water and sewer service; and

**WHEREAS,** the District engaged Willdan Financial Services to study the rates necessary to support the water and sewer operations of the District and to ensure that each customer is charged no more than the cost of providing service to that customer; and

**WHEREAS,** Willdan has filed with the District a report proposing a revised rate structure, which report is on file in the District offices and available for public inspection; and

**WHEREAS,** On June 6, 2012, the Board of Directors held a full and fair public hearing on the water and sewer rates recommended by Willdan; and

**WHEREAS,** Notice of the public hearing was given pursuant to Government Code Section 61123(b) and Article XIII D, Section 6(a)(1) of the Constitution; and

**WHEREAS,** A majority protest, as defined by Article XIII D, Section 6(a)(2) of the Constitution, does not exist with respect to the proposed charges; and

**WHEREAS,** The Board desires to increase the water and sewer charges.

**WHEREAS,** The consumption charge per Hundred Cubic Foot set forth shall include an annual "pass through" adjustment to cover the actual cost of water from Humboldt Bay Municipal Water District.

### **NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** Rule 16.01 of the MCSD Rules and Regulations is amended to read as follows:

**Rule 16.01. RATE SCHEDULE.** The monthly charge for water service shall be calculated by adding the meter charge for the customer to the consumption charge for the amount of water consumed by that customer. Meter charges shall be calculated as follows:

Meter Charge	July 1, 2012	July 1, 2013	July 1, 2014	July 1, 2015	July 1, 2016
5/8"	\$ 9.41	\$ 10.73	\$ 12.01	\$ 13.21	\$ 14.52
3/4"	12.31	14.04	15.72	17.28	18.99
1"	18.11	20.65	23.12	25.41	27.94
1.5"	32.61	37.18	41.62	45.75	50.30
2"	50.01	57.01	63.83	70.16	77.13
3"	90.60	103.29	115.64	127.12	139.74
4"	148.60	169.40	189.65	208.48	229.18
6"	293.58	334.68	374.69	411.89	452.78
8"	467.55	533.02	596.73	655.98	721.10
10"	670.53	764.41	855.78	940.75	1,034.14

The consumption charge shall be calculated as follows, with the first eight hcf (hundred cubic feet) or portion of an hcf consumed charged at the tier one rate and each hcf (or portion) in excess of eight charged at the tier two rate:

Commodity Charge		July 1, 2012	July 1, 2013	July 1, 2014	July 1, 2015	July 1, 2016
Tiered	Tier (HCF)					
Tier 1	0 - 8	\$ 0.89	\$ 1.02	\$ 1.14	\$ 1.25	\$ 1.38
Tier 2	8.01+	2.24	2.55	2.85	3.14	3.45
Pass Through <sup>1</sup>	All units	TBD	TBD	TBD	TBD	TBD

<sup>1</sup> MCSD will pass-through adjustments in the wholesale water charges established by HBMWD

The consumption charge per hcf set forth above shall be subject to a "pass through" adjustment. The pass through adjustment shall be calculated for each fiscal year by subtracting the District's actual commodity cost of water (per hcf) for the most recent calendar year from the District's actual commodity cost of water (per hcf) for calendar year 2011. The actual commodity cost of water (per hcf) for a year shall be calculated by *dividing* the total of all Humboldt Bay Municipal Water District charges for water delivered during the year *by* the number of hcf's of water delivered.

Customers residing in a zone of special benefit will pay the fee specified in the then current resolution for their zone in addition to the charges specified above.

Service charge revenues shall be used to fund costs of providing water service and for no other purpose.

**Section 2.** Rule 27.04 of the MCSD Rules and Regulations is amended to read as follows:

**RULE 27.04 SEWER CHARGES.** The monthly charge for sewer service shall be calculated by adding a fixed charge per bill (or per dwelling unit for residential customers) to a



variable charge per hcf of water consumed. No residential customer shall be charged for in excess of 12 hcf of water consumption in a month, regardless of the actual amount of water consumed. The rates shall be as follows:

	July 1, 2012		July 1, 2013		July 1, 2014		July 1, 2015		July 1, 2016	
	Fixed <sup>1</sup>	Variable <sup>2</sup>	Fixed <sup>1</sup>	Variable <sup>2</sup>	Fixed <sup>1</sup>	Variable <sup>2</sup>	Fixed <sup>1</sup>	Variable <sup>2</sup>	Fixed <sup>1</sup>	Variable <sup>2</sup>
01 - Single Family Residence	\$ 12.83	\$ 1.09	\$ 15.01	\$ 1.27	\$ 17.57	\$ 1.49	\$ 19.33	\$ 1.64	\$ 21.27	\$ 1.80
02 - Apartment/multi unit (each)	12.83	1.09	15.01	1.27	17.57	1.49	19.33	1.64	21.27	1.80
03 - Mobile Homes (each)	12.83	1.09	15.01	1.27	17.57	1.49	19.33	1.64	21.27	1.80
04 - Barber/Beauty Shop	12.83	1.11	15.01	1.30	17.57	1.54	19.33	1.70	21.27	1.89
05 - Office Building/Post Office	12.83	1.11	15.01	1.30	17.57	1.54	19.33	1.70	21.27	1.89
07 - Churches	12.83	1.34	15.01	1.58	17.57	1.86	19.33	2.07	21.27	2.29
08 - Rectory	12.83	1.34	15.01	1.58	17.57	1.86	19.33	2.07	21.27	2.29
10 - Restaurant/Taverns	12.83	4.13	15.01	4.87	17.57	5.75	19.33	6.37	21.27	7.06
11 - Motels/Hotels	12.83	2.98	15.01	3.52	17.57	4.15	19.33	4.60	21.27	5.10
12 - Gas Stations (No Market)	12.83	1.49	15.01	1.75	17.57	2.06	19.33	2.29	21.27	2.54
13 - Laundromats	12.83	1.01	15.01	1.19	17.57	1.41	19.33	1.56	21.27	1.73
14 - Retail/Banks/Theater/Other	12.83	1.34	15.01	1.58	17.57	1.86	19.33	2.07	21.27	2.29
15 - Bakery	12.83	4.13	15.01	4.87	17.57	5.75	19.33	6.37	21.27	7.06
16 - Market	12.83	4.15	15.01	4.89	17.57	5.77	19.33	6.40	21.27	7.09
17 - Fire Station/School	12.83	0.94	15.01	1.11	17.57	1.31	19.33	1.45	21.27	1.61
18 - Coast Guard Station/Airport	12.83	1.34	15.01	1.58	17.57	1.86	19.33	2.07	21.27	2.29
19 - Car Wash	12.83	0.81	15.01	0.95	17.57	1.12	19.33	1.24	21.27	1.38
20 - Church & Residence	12.83	2.03	15.01	2.40	17.57	2.82	19.33	3.13	21.27	3.47
21 - Round Table/Market	12.83	3.57	15.01	4.20	17.57	4.96	19.33	5.49	21.27	6.09
22 - Two sewer units/business	12.83	1.34	15.01	1.58	17.57	1.86	19.33	2.07	21.27	2.29
23 - Metered septage vault	12.83	2.05	15.01	2.42	17.57	2.86	19.33	3.17	21.27	3.51
24 - Two sewer units/daycare	12.83	1.32	15.01	1.54	17.57	1.81	19.33	1.99	21.27	2.18
25 - Sewer Units - Commercial	12.83	1.49	15.01	1.75	17.57	2.06	19.33	2.29	21.27	2.54
26 - Sewer Only Accounts	12.83	1.32	15.01	1.54	17.57	1.81	19.33	1.99	21.27	2.18
27 - 2 sewer units/commercial	12.83	1.34	15.01	1.58	17.57	1.86	19.33	2.07	21.27	2.29
76 - Dialysis Clinic	12.83	1.22	15.01	1.44	17.57	1.69	19.33	1.88	21.27	2.08
MT - Minor Theater	12.83	1.11	15.01	1.30	17.57	1.54	19.33	1.70	21.27	1.89

<sup>1</sup> If multiple units per account, the fixed charge is applied to each unit

<sup>2</sup> Per HCF (hundred Cubic Feet) based on water consumption. Due to irrigation, Residential units are limited to a maximum of 12 HCF monthly (per unit)

Service charge revenues shall be used to fund costs of providing sewer service and for no other purpose.

**Section 4.** The rates set forth herein shall be effective on beginning July 1, 2012. The District's existing rates shall remain in effect until that date.

**Section 5.** The Board finds and determines as follows:

- (a) Revenues derived from the water service charge and sewer service charge will not exceed the funds required, respectively, to provide water and sewer service.
- (b) Revenues derived from the water service charge and sewer service charge will not be used for any purpose other than, respectively, providing water service and providing sewer service.

(c) The amount of the charges imposed by this Resolution upon any parcel or person as an incident of property ownership will not exceed the proportional cost of the service attributable to the parcel.

(d) No charge will be imposed under this Resolution for a service unless that service is actually used by, or immediately available to, the owner of the property in question.

**PASSED, APPROVED AND ADOPTED** this 6<sup>th</sup> day of June 2012 by the following roll call vote:

**AYES:** COUCH, EDWARDS, WENNERHOLM, MAYO

**NOES:** NONE

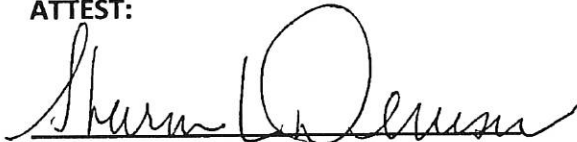
**ABSTAIN:** NONE

**ABSENT:** CORBETT



**Dennis Mayo, Board President**

**ATTEST:**



**Sharon L. Denison, Board Secretary**

# **McKinleyville Community Services District**

## **BOARD OF DIRECTORS**

April 2, 2014

TYPE OF ITEM: **INFORMATIONAL**

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**ITEM: E.8.**                      **Informational overview of FY 2014-15 Draft Operating Budget for Parks/General Fund and Measure B Fund**

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

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

**Recommendation:**

Staff recommends that the Board review the Draft Operating Budget for the Parks/General Fund and Measure B Fund.

**Discussion:**

The budget was developed based on current costs, trends, and best estimates. Information from the Capital Improvements draft budget that was previously presented to the Board is incorporated into this budget. Questions from the Directors on any category item or on the budget overall are welcome and may be brought to the Finance Director. The finalized budget will be presented to the Board for formal approval in June.

**Alternatives:**

Take Action

**Fiscal Analysis:**

See attached FY 2014-15 Draft Operating Budgets for Parks/General Fund and Measure B Fund.

**Environmental Requirements:**

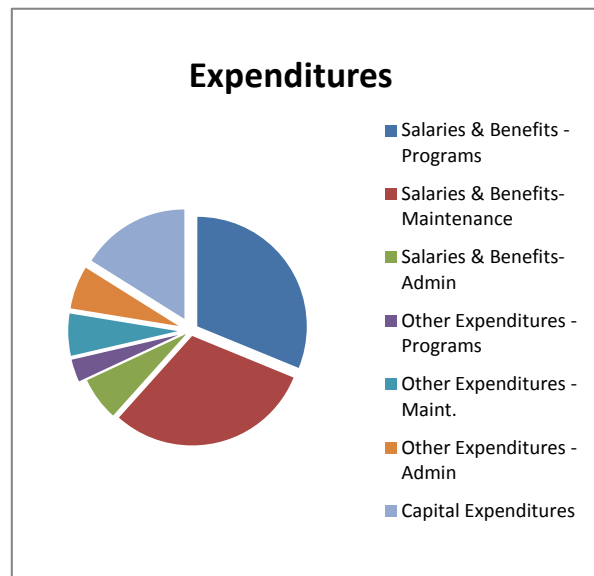
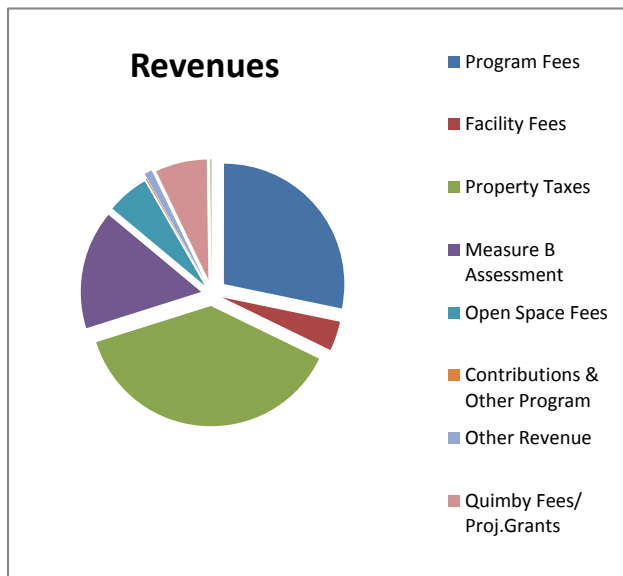
Not applicable

**Exhibits/Attachments**

- Attachment 1 - FY 2014-15 Draft Operating Budget for Parks/General Fund and Measure B Fund.

**McKinleyville Community Services District**  
**Governmental Funds Summary DRAFT Budget**  
**FY 2014-15**

Description	Parks/General Fund		Measure B		Total (Memorandum Only)	
			Assessment Fund			
Revenues						
Program Fees	379,809	34%	-	-	379,809	28%
Facility Fees	53,150	5%			53,150	4%
Property Taxes	510,000	45%	-	-	510,000	38%
Measure B Assessment	-	-	214,024	100%	214,024	16%
Open Space Fees	75,700	7%	-	-	75,700	6%
Contributions & Other Program	1,900	0%	-	-	1,900	0%
Other Revenue	13,900	1%			13,900	1%
Quimby Fees/ Proj.Grants	93,000	8%	-	-	93,000	7%
Interest Revenue	3,000	0.3%	-	-	3,000	0.2%
Total Revenues	1,130,459	100%	214,024	100%	1,344,483	100%
Expenditures						
Salaries & Benefits - Programs	414,840	37%	-	0%	414,840	31%
Salaries & Benefits- Maintenance	325,845	29%	78,507		404,352	30%
Salaries & Benefits- Admin	85,406	8%	-		85,406	6%
Other Expenditures - Programs	44,005	4%	-	0%	44,005	3%
Other Expenditures - Maint.	82,595	7%	-		82,595	6%
Other Expenditures - Admin	84,280	7%	-		84,280	6%
Capital Expenditures	87,000	8%	126,750	62%	213,750	16%
Total Expenditures	1,123,971	100%	205,257	62%	1,329,228	100%
Excess (Deficit)	6,488		8,767		15,255	



# McKinleyville Community Services District

## BOARD OF DIRECTORS

April 2, 2014

TYPE OF ITEM: **ACTION**

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**ITEM: E.9.**                      **Approve revisions to the Parks & Recreation Master Plan to include the possible installation of an observation deck for bird watching at a District Property**

**PRESENTED BY:**              **Jason Sehon, Parks & Recreation Director**

**TYPE OF ACTION:**          **Voice Vote**

**Recommendation:**

Staff recommends that the MCSD Board of Directors Approve revisions to the Parks & Recreation Master Plan to include the possible installation of an observation deck for bird watching at a District Property

**Discussion:**

At the last Recreation Advisory Committee meeting, the Committee discussed the possibility of installing an observation deck for bird watching somewhere on District property in the future. If this is a project the District is interested in pursuing, the Parks & Recreation Master Plan will need to be updated.

Once this potential project is included in the Parks & Recreation Master Plan, staff would have the authorization to work with members of the public and consider its feasibility.

Staff suggests adding the following language to Chapter 4 of the Parks & Recreation Master Plan: Description of Unmet Needs

***Bird Watching Observation Deck***

*Two (2) bird watching observation decks should be built. Although there are a variety of locations, the Fischer Ranch property and somewhere around the Wastewater Management Facility have been identified as good locations.*

Staff also suggests adding an observation deck to Exhibit 10 – Facilities Proposed to Satisfy Future Unmet Needs so that it includes two (2) bird watching stations, locations to be determined.

**Alternatives:**

Staff's analysis includes the following potential alternative:

- Take no action

**Fiscal Analysis:**

To be determined

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments**

- None

# McKinleyville Community Services District

## BOARD OF DIRECTORS

April 2, 2014

TYPE OF ITEM: **ACTION**

**ITEM: E.10**                      **Consider nominations for District Board member to serve on Local Agency Formation Commission (LAFCo)**

**PRESENTED BY:**              **Kathy Wilson, Board Secretary**

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

### **Recommendation:**

Staff recommends the Board discuss interest in nominations for District Board member to serve on LAFCo; take public comment and make recommendations.

### **Discussion:**

LAFCo is seeking nominations to fill several special district member vacancies. The expiring and vacant seats are as follows:

Commission Seat	Current District Member	Term of Office (ends on June 30)
Regular Member	Jeff Pauli, Humboldt No. 1 Fire Protection District	2012-2016 (unexpired 2-year term)
Regular Member	Troy Nicolini, Samoa Peninsula Fire District	2014-2018 (new 4 year term)
Alternate Member	Mike Harvey, Blue Lake Fire Protection District	2014-2018 (new 4 year term)

As stated in the information letter dated March 20, 2014, LAFCo is comprised of seven regular and four alternate members representing the county, cities, independent special district, and general public. LAFCo conducts a nomination and election process to select district members on LAFCo, consisting of two regular and one alternate district board member. Terms are four years and end on June 30.

Each district may make one nomination. Nominees must be Board members, not staff. Nominations must be approved by the district's governing body. The nomination form and qualification/resume must be received by LAFCo no later than May 2, 2014.

### **Alternatives:**

Staff's analysis includes the following potential alternative:

- Take no action

### **Fiscal Analysis:**

LAFCo - Commissioners and alternates shall be entitled to reimbursement for all actual and necessary expenses incurred in the transaction of Commission business in accordance with the following provisions:

- a. Non-County commissioners and alternates shall receive \$20.00 per commission meeting, regular, special, or committee, in order to help defray the costs of attending the meetings. The maximum amount paid to any commissioner a given month shall not exceed \$60.00.
- b. Non-County commissioners and alternates will be reimbursed at the currently applicable IRS rates for reasonable and necessary mileage expenses incurred for meeting attendance. Mileage expenses are not included in monthly payments.
- c. Commissioners, alternates and staff shall be reimbursed in conformance with current County policy for out-of-county travel, registration, meals, lodging, and related expenses incurred while on Commission business.
- d. Travel reimbursements for lodging at rates higher than County policy shall be permitted when commissioners, alternates and staff stay at the host facility for the CALAFCO meeting.
- e. No travel expenses beyond mileage expenses for regular meetings shall be reimbursable unless authorized in advance by the Commission.

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments**

- Attachment 1 – LAFCo Letter Dated March 20, 2014; Special District Member Nomination Form; Special District Member Candidate Information Sheet





MAR 24 2014

McK. C.S.D.

Date: March 20, 2014  
To: Board of Directors of Independent Special Districts  
From: George Williamson, Executive Officer  
Subject: **Request for Nominations for District Members to serve on LAFCo**

The Humboldt Local Agency Formation Commission (LAFCo) is seeking nominations to fill several special district member vacancies. The expiring and vacant seats are as follows:

Commission Seat	Current District Member	Term of Office (ends on June 30)
Regular Member	Jeff Pauli, Humboldt No. 1 Fire Protection District	2012 - 2016 (unexpired 2-year term)
Regular Member	Troy Nicolini, Samoa Peninsula Fire District	2014 - 2018 (new 4-year term)
Alternate Member	Mike Harvey, Blue Lake Fire Protection District	2014 - 2018 (new 4-year term)

LAFCo is comprised of seven regular and four alternate members representing the county, cities, independent special districts, and general public. LAFCo conducts a nomination and election process to select district members on LAFCo, which consists of two regular and one alternate district board member. **All terms are four years and end on June 30.** There are no term limits.

LAFCo is an independent, quasi-legislative agency that reviews city annexations and the establishment of boundaries and authorized services for numerous local agencies, including fire, community service and water districts. The commission meets regularly at 9:00 a.m. on the third Wednesday of every other month in the Humboldt County Board of Supervisors Chambers, with special meetings held as needed.

The nomination and election procedures are as follows:

1. This request for nominations is sent to each independent special district in Humboldt County.
2. Each district may nominate one person; Nominees must be board members, not staff. Nominations must be approved by the district's governing body.
3. All nominations must be accompanied with a nomination form and candidate information sheet. These forms are enclosed and are also available in electronic format at [www.humboldtlafo.org](http://www.humboldtlafo.org). **The deadline for receiving nominations is May 2, 2014.** Nominations and supporting documentation may be mailed to 1125 16<sup>th</sup> Street, Suite 202, Arcata, CA 95521, or faxed 707-825-9181.
4. Upon receipt of nominations, LAFCo will prepare a ballot and send it to each district. The ballot must be returned to LAFCo no later than the date stated on the ballot. The votes will be tallied and the successful candidates will be notified.

If you have any questions, please contact LAFCo staff at 707-445-7508.



## SPECIAL DISTRICT MEMBER NOMINATION FORM

NAME OF DISTRICT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

The Board hereby nominates \_\_\_\_\_ to serve on the Humboldt Local Agency Formation Commission.

Board action taken on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by the following vote:

AYES: \_\_\_\_\_

NOSE: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

DISTRICT REPRESENTATIVE:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name



## SPECIAL DISTRICT MEMBER CANDIDATE INFORMATION SHEET

The following information must accompany your nomination form. All nomination materials must be received by LAFCo, 1125 16<sup>th</sup> Street, Suite 202, Arcata, CA 95521, on or before May 2, 2014.

<b>NAME:</b>		<b>ADDRESS:</b>	
<b>TELEPHONE:</b>		<b>E-MAIL:</b>	
<b>DISTRICT:</b>		<b>TITLE:</b>	
<b>LENGTH OF SERVICE WITH DISTRICT:</b>			
<b>PRESENT OCCUPATION:</b>			
<b>SUMMARIZE YOUR INTEREST IN SERVING ON THE COMMISSION:</b>			
<b>SUMMARIZE YOUR QUALIFICATIONS FOR SERVING ON THE COMMISSION:</b>			
<b>LIST LOCAL GOVERNMENT INVOLVEMENT:</b>			
<b>LIST CIVIC ORGANIZATION INVOLVEMENT:</b>			
<b>LIST SPECIAL INTERESTS OR HOBBIES:</b>			

McKINLEYVILLE COMMUNITY SERVICES DISTRICT  
Support Services Department Report  
02 April, 2014

**AGENDA ITEM:** F.2.A.  
**PRESENTED TO:** MCSD Board of Directors  
**FROM:** Colleen M. R. Trask, Finance Director  
**SUBJECT:** Support Services Department Report

## **DISTRICT FINANCIAL, AUDIT & BUDGET INFORMATION**

The District will be depositing the total Revenue Recovery surcharge (RRS) collected each month in a Trust Account with the County of Humboldt. The money will be used to re-fill the Water Fund Reserves that were depleted over the past few years. Once the full amount is recovered, the surcharge will be eliminated from all customer water bills.

The new budget cycle is continuing with a draft of the Parks/General Fund Operating Budget and Measure B Budget this month, followed by a draft of the Operating Budgets for the Water, Wastewater, and Streetlights Funds next month. The final budget will be presented to the Board in June.

Treasurer's Report Highlights: The Water and Wastewater Funds are both showing revenue greater than expected in the budget due to capacity fees and contributed capital assets from completed subdivisions.

The overview this month is the Balance Sheet. This report is basically a snapshot of the District's financial picture at a specific point in time: month-end in this case. Assets, listed first, are what the District owns. These are listed from "liquid" cash assets that we can use to pay bills to "non-liquid" capital assets like buildings, pumps, trucks, and pipes in the ground. Liabilities are what the District owes to others: vendors, employees, or lenders. Fund Balances or Net Assets represent the difference between what the District owns and what it owes. These also represent the reserves of the District. The amounts that the District owes to others plus what it holds in reserve (Liabilities plus Fund Balances) must always exactly equal the total Assets of the District:  $A = L + FB$ . The report is called a Balance Sheet because this equation must always be in balance.

Under the Parks/General Fund column, there is additional information below the balance sheet. The GASB accounting rules for governmental-type funds (Parks, Measure B, & Streetlights) do not show Capital Assets or Long-Term Liabilities as part of the Balance Sheet equation. Instead, they are listed separately.

## **SUPPORT STAFF PROJECTS & OTHER CURRENT PROJECTS**

The Rules & Regulations for temporary water service and bulk water service have been reviewed and proposed changes are included in the agenda for the March 5, 2014 Board Meeting.

Training for Operations and Parks in DocStar document management is continuing. The District's property files have been completely reviewed and are now being scanned. The backlog of Resolutions and Ordinances is scheduled next, followed by the District's files on Easements. At the end of the project, there should be legal electronic duplicates of all of the District's vital files, and all current vital files are being scanned as they are created.

# **McKINLEYVILLE COMMUNITY SERVICES DISTRICT**

## **Board Agenda Background: Department Report**

March 21, 2014

**To:** MCSD Board

**From:** James Henry, Operations Director

**Subject:** Agenda Item: F.2.B. –April 2, 2014 Board Meeting  
Operations Department – February 2014 Report

### **Water Department:**

#### **◇ Water Statistics:**

The district pumped 31 million gallons of water in February.

Nine water quality complaints were investigated and rectified.

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

#### **◇ Double Check Valve Testing:**

Annual routine testing was completed in Routes 2,3 & 4 and a minimal number of retests were conducted. Customers with failed DCV's were notified to make repairs and call the office for 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:**

One water leak was reported and repaired on Baird Rd.

The annual Valve Exercising Program continued in February. Valves will be exercised and documented in the log book. Any discrepancies will be flagged to generate work orders for repairs.

Two new water services were installed on Perini.

A water meter was relocated to be placed in sidewalk being constructed.

North Bank pumps 1 thru 4 are in process of being removed. Reusable parts will be stored in the shop and the rest will go to the recycling center.

Wells caps were inspected in February to verify that caps are still in place. Customers with missing caps are notified to either replace cap or install a DCV to meet compliance.

The PRV station on School Road developed a leak. A 3" 90 degree bend was removed and replaced.

#### **◇ New Construction Inspections:**

There are currently no active jobs requiring inspections.

### **Sewer Department:**

#### **◇ Waste Water Statistics:**

25.5 million gallons of wastewater was collected and pumped to the W.W.M.F. 39.5 million gallons of wastewater was treated and discharged to land disposal or reclamation in February.

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

◇

◇

◇



◇

◇ **Sewer Station Maintenance:**

The wet well at the B Street and Fischer Lift Stations were washed. This is done quarterly to prevent grease and rags from plugging up the pumps. The grit removal prevents the build-up of hydrogen sulfide which is very destructive to concrete and steel. The Grit pits were sucked out and hand rails were cleaned at Fischer during the wash down.

The Fischer wet well blower screens were cleaned to allow for maximum air flow to prevent the build up of hydrogen sulfide gas, which is corrosive.

Spot lights were installed at the Letz Sewer Lift Station around each side of the building that will trigger when the siren and flashing light activates. The lights were installed due to the vandalism in the past and the station being dark which made it unsafe to approach the site during an emergency call-out. Letz pumps were also prepped and painted in February along with repairs to the station header air relief.

◇ **Sewer Collection System:**

Manholes were raised to grade on School Road and Anderson due to being paved over during the County project. Grease traps were inspected for grease and solids. Customers that needed traps cleaned were notified to have them pumped and possibly shorten their pumping schedule.

◇ **Wastewater Management Facility:**

The CL2 analyzer was calibrated prior to river discharge. The analyzer is to ensure the chlorine has been neutralized after SO<sub>2</sub> dosing.

The annual sludge depths were measured and recorded in Ponds A and B.

◇ **Daily Irrigation and Observation of Reclamation Sites:**

Weekly well monitoring was conducted at the Fischer Ranch tree farm as part of the tree farm pilot study. Fence repairs were conducted on the fence line that connects the Perc Pond fence to the lower ranch fence.

◇

◇ **Street Light Department:**

This project is 98% complete. The final 27 fixtures were ordered and are taking longer than expected to arrive. The pallet of street lights was lost in South Carolina. The pallet was found and delivered to MCSD Corp Yard on March 24<sup>th</sup>. The fixtures will be installed the first part of April.

Promote Staff Training and Advancement: Weekly tailgate meetings and training associated with job requirements. Mike and Erik attended Confined Space training.

**Special Notes:**

Tractors, Dump Truck and Vac-con were greased and lubed to prevent unnecessary wear. Operations assisted Parks and Rec with locating and excavating a broken drain pipe.

A new window was installed on the East exterior wall of the Administration Building to allow more light into the Parks and Rec office.

The annual report for the WWMF was completed in February. The report was sent to the RWQCB along with posting it on the MCSD website.

Operations received DocStar training.

James Henry attended the SDRMA Safety/Claims Education Day in Sacramento.



McKINLEYVILLE COMMUNITY SERVICES DISTRICT  
Board Agenda Background - Department Report  
April 2, 2014

**AGENDA ITEM:** F.2.C.  
**PRESENTED TO:** MCSD Board of Directors  
**FROM:** Jason Sehon, Parks & Recreation Director  
**SUBJECT:** Parks & Recreation Department Report

**CALIFORNIA PARKS & RECREATION SOCIETY (CPRS) CONFERENCE:**

Lesley Frisbee, Recreation Supervisor and I both attended the California Parks & Recreation Society conference in Ontario CA the week of March 3, 2014. We received grant funding in the amount of \$1,000 for Lesley to attend.

The conference proved to be a great experience for both Lesley and I. I attended many quality educational sessions on a variety of topics. There were many networking opportunities outside of the sessions to learn new trends and what other agencies are doing.

While at the conference, Lesley attended a Certified Youth Sports Administrator Academy and she will be certified when she finishes 9 module exams by the first week in May.

I was recently elected to the CPRS Region 1 Board of Directors, overseeing Districts 1, 2, & 3 (Basically northern California north of San Francisco. There was an installation banquet during the conference and I was able to meet many of the other board members face to face. CPRS is not well represented this far north, which is one of the reasons I am interested in serving on the Board. I will be working with other agencies within Region 1 to secure more training opportunities closer to where we are located.

**HILLER PARK IMPROVEMENTS:**

Improvements to Hiller Park continue. The Mad River Rotary Club has scheduled an upcoming work day on a Saturday to help with weed removal, adding shredded redwood mulch to the beds and redwood chips to the pathways.

Some of the plants are beginning to bloom. We are planning a grand opening ribbon cutting ceremony for sometime in late April.

**HILLER SPORTS COMPLEX:**

MCSD staff and representatives from McKinleyville Little League (MLL) have been working to make improvements in preparation for the spring baseball & softball season. Mad River Youth Soccer League has also reserved the two (2) collegiate size soccer fields for the spring.

Through a contractual agreement with the California Conservation Corps (CCC), we had a free work crew during the week of March 24, 2014.

Focus has been on painting, weed removal, pressure washing, ball diamond maintenance and turf maintenance. The MLL Opening Ceremonies will be held on Saturday, April 12, 2014. This event is very well attended and the fields should look very nice for the event.

#### **INTEGRATED PEST MANAGEMENT PLAN:**

For the last three (3) years or so, staff has been researching and preparing an Integrated Pest Management Plan (IPM) for the Parks & Recreation Department. I have attended educational sessions and read other agencies IPM's to gain further knowledge.

IPM's are a preventative, long-term, low toxicity means of controlling pests (insects, rodents, nematodes, snails, weeds, fungus or other forms of plant or animal life that adversely interferes with the aesthetic, health, safety, environmental or economic goals of an organization).

IPM's are effective and environmentally sensitive approach to pest management that relies on a combination of common-sense practices. IPM programs use current, comprehensive information on the life cycles of pests and their interaction with the environment. This information, in combination with available pest control methods, is used to manage pest damage by the most economical means, and with the least possible hazard to people, property, and the environment.

At its March 20, 2014 meeting, the Recreation Advisory Committee (RAC) reviewed the current *DRAFT* plan. It was decided to bring the item back to the next RAC meeting to consider developing an RAC IPM Ad Hoc Committee and to appoint a Chairperson. This will ensure that the IPM will be on the agenda for updates at each RAC meeting.

Our staff already utilizes many of the practices in this plan and also practices consistent with other IPM's. We utilize natural and non-poisonous methods for weed abatement and other pest management. For example, we have not used Roundup for more than two (2) years. This is largely due to the agreements we have developed with the California Conservation Corps and the Sheriff Work Alternative Program.

This plan is a work in progress and will take some time to complete. At some point in the future the IPM will be brought to the MCSD Board of Directors for review and ultimately the IPM might be brought to the Board to Approve the plan.

#### **GRANTS:**

Staff continues to actively research grant opportunities on a weekly basis. Grants received and active are as follows:

- \$64,000.00 from the S.H. Cowell Foundation to support the teen & community center. This grant was a partnership with the Boys & Girls Club of the Redwoods.
- \$9,000 match from Humboldt Area Foundation for audio and visual equipment for the Teen & Community Center
- \$25,000 match from Land & Water Conservation Fund to fund the construction of a covered picnic area at Pierson Park

- We recently received a \$3,000 grant from the McKinleyville Area Fund to purchase sound equipment for the sound proof music room at the Teen & Community Center

With construction of the teen & community center starting soon, staff is actively pursuing local and regional grants to help furnish the facility.

#### **PARKS & RECREATION DEPARTMENT WEBSITE MAKEOVER:**

For the last couple months, we have been making drastic changes to the parks & recreation portion of the website. Our goal is to make it much more efficient and user friendly. At the last Recreation Advisory Committee meeting, staff navigated the website to show Committee members the changes.

I would like to commend all our recreation staff involved in helping to make our website much more user friendly. I would like to particularly thank Kirsten Messmer, Recreation Coordinator for all her hard work on this project.

#### **RECREATION PROGRAMS – FEES:**

On July 1, 2014, minimum wage will be increased from \$8.00 per hour to \$9.00 per hour. This will impact to cost to operate our leisure and recreation programs. Program fees were audited and increased last year and staff will be looking at potential additional fee increases as well as reducing the expense to run our programs.

#### **TEEN & COMMUNITY CENTER:**

We are currently working with the planning process and getting the Architect firm utility information. We hope to prepare construction documents and go out to bid in the next few months.

Thanks to a \$64,000 grant from the S.H. Cowell Foundation, we are currently working with the Youth Leadership Institute to host a four (4) day Teen Leadership Summit for youth ages 13 to 17. The theme of the event is “Our Time, Our Place, Our voice.” The entire event is intended to create youth leaders who will help us with the operation of the new teen center once it’s built.

We are also actively pursuing grant funding and working on a donor brick fundraiser to help with the furnishing of the new facility.

As mentioned under grants above, we recently received a \$3,000 grant from the McKinleyville Area Fund to purchase sound equipment for the sound proof music room at the Teen & Community Center

#### **CALIFORNIA CONSERVATION CORPS (CCC):**

MCSD has a contractual agreement with the CCC where in exchange for us providing space for the use of the Pierson Park Trailer and the parking lot at Pierson Park, the CCC provides MCSD with 5 ½ weeks of crews. The estimated value of this agreement is \$25,000 annually.

#### **SHERIFF WORK ALTERNATIVE PROGRAM (SWAP):**

MCSD and County staff worked out an agreement to keep a SWAP crew working twelve (12) days per year. In addition, the County has agreed to provide between two (2) and

five (5) individual SWAP members to report to work for MCSD each Saturday. This partnership is still working very well.

**COMMUNITY SERVICE WORKERS:**

Our Parks staff continues to utilize the Community Service Worker (CSW) program daily. This program helps us to maintain Pierson Park, Hiller Park, Hiller Sports Complex, Azalea Hall, and the McKinleyville Activity Center.

**WORK EXPERIENCE (CalWORKS PROGRAM)**

We do not currently have any CalWORKS staff members working within the Parks Department. We are still seeking individuals interested in working for the Park Maintenance. This is a great program for the workers and for the MCSD. It gives the employees great on the job experience and it aids MCSD in its daily operations. The County pays all wages for a six-month period (with possible extensions of time), and workers compensation is also under the County's umbrella.

**GRAFFITI & VANDALISM UPDATE:**

No major vandalism to report.

## McKinleyville Community Services District

### BOARD OF DIRECTORS

April 2, 2014

TYPE OF ITEM: **INFORMATION**

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**ITEM: F.2.D. General Manager's Report for March 2014**

**PRESENTED BY: Gregory Orsini, General Manager**

**TYPE OF ACTION: None**

#### **A summary of activity for the month of March, 2013**

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

• Workmen's Compensation Premium	\$1,060
• Jackson & Ecklund Discount	\$75
• McKinleyville Area Fund grant (Teen & Community Center	\$3,000
• SWAP Crews	\$10,000
• California Conservation Corps	\$5,000
• CalWORKS	\$3,500
• Community Service Workers	\$500
• Volunteers at Hiller Sports Complex	\$2,500
• Repair leaking roof jack – WWMF	\$150
• Blake Rd Pump Repair	\$1,000
• School Rd - 3 Manholes, 7 Valve Cans Raised	\$3,600
• Purchase Deal on 3- 3" Meters	\$3,000
• Fischer SLS - Seal water line repair	\$250

Total cost savings for March is \$33,635

***The cumulative cost saving to the District to date from July 1, 2013 is \$448,836***

District staff are acknowledged 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, rate payers, and the community.

#### **Mad River Estuary Off-channel Habitat Restoration Design Grant -.**

Management met for another site walk of the Percolation Ponds, provided staffing, equipment and facility costs for inclusion in the grant application and reviewed the draft application. The application was submitted on March 17<sup>th</sup>.

**Water Rate Adjustment Status-** We are through our first month with the new water rate schedule in place. Public comments from customers paying in person have been minimal due in part to how well the information regarding the rates were publicized.

**Prop 50 Grant and MCSD/ City of Arcata Intertie-** Due to scheduling conflicts the Arcata/ McKinleyville Intertie was postponed for nearly a month. Potholing to locate facilities in Arcata started in late March with construction to begin shortly after.

**Cramer Easement –** The northern portion of the MCSD/ Arcata Intertie alignment required a utility easement through a pasture east of the Mad River Bridge. Management has successfully met the requirements and the easement has been recorded with the County of Humboldt.

**Teen and Community Center-** Requirements for merging the Teen Center parcel are underway and will be proceeded by the building permit through the County of Humboldt. Final review of the floor plan is underway and is nearing completion.

**Waste Water Management Facility (WWMF) Improvement Project Design –** 50% contract and design documents for the Biosolids Removal of Pond 1A are being reviewed while design continues for the improvement project. Negotiations continue on an amendment to the design related to exploration of cost feasibility to use biosolids convert Pond 3 to a marsh. If the cost of this alternative is less than the cost to haul biosolids of site to a landfill we will bring this alternative back to the Board for consideration.

**Street Light Zone Formation Procedure –** Due to changing requirements of the Proposition 218 process management has retooled the procedure to ensure a more defensible final product. The Initiation of Street Light Zone #97 in this Board Packet complies with current case law.

**Meetings –** The General Manager attended various meetings in March dealing to MCSD business including the March CSDA Legislative Committee meeting in Sacramento, Humboldt County Planning Commission Meeting dealing with the Housing Element, ACWA JPA briefing associated with healthcare alternatives and costs. Technical Advisory Committee discussed MCSD participation and the General Manager attended to testify on our behalf.

Attachment 1 WWMF Report for February 2014

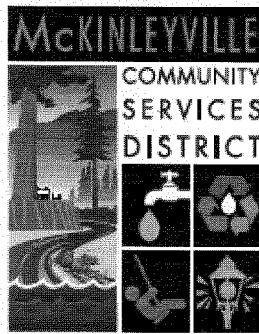
Attachment 2 Pharmaceutical Round Up Event

**PHYSICAL ADDRESS:**

1656 SUTTER ROAD  
McKINLEYVILLE, CA 95519

**MAILING ADDRESS:**

P.O. BOX 2037  
McKINLEYVILLE, CA 95519



[mckinleyvillecsd.com](http://mckinleyvillecsd.com)

**MAIN OFFICE:**

PHONE: (707) 839-3251  
FAX: (707) 839-8456

**PARKS & RECREATION OFFICE:**

PHONE: (707) 839-9003  
FAX: (707) 839-5964

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

March 21, 2014

**RE: MONTHLY MONITORING REPORT**

Dear Lisa:

Enclosed is the Monthly Monitoring Report for February 2014 for McKinleyville Community Services District Wastewater Management Facilities WDID NO. 1B82084OHUM, operating under Order Number WQ 2011-0008-DWQ.

The normal discharge of effluent was 10 days discharge to reclamation M-004, 5, & 6 and land disposal M-003. Discharge to 001 Mad River started on the 10<sup>th</sup> and continued the rest of February totaling 18 days. The required monitoring and water quality constituents that were tested and reported were in compliance in February 2014.

The requirement for BOD is 45 mg/L, 604 lbs/day and 65 % removal for the monthly average with four weekly tests in February that represent eleven criteria. The BOD results for February are in compliance.

The requirement for TSS is 83 mg/L, 1108 lbs/day and a minimum of 65% removal for the monthly average with four weekly tests in February which represent three criteria. The TSS results for February are in compliance.

The requirement for Nitrate as Nitrogen in the effluent is a monthly average of 10 mg/L. One test was conducted in February and was in 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 230. The reported results for the month of February are as follows. Median was <1.8 and a Maximum of <1.8. Four samples were collected in the month of February and were in compliance.

Monthly River Monitoring was conducted in February.

Acute Toxicity testing was conducted in February. The result for Rainbow Trout was 100% survival and the survival of C. dubia was 100%. Monthly testing was in compliance.



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

**FEBRUARY 2014**

Discharge Monitoring	002 M-003	002 M-003	004 M-005	003 M-004	006 M-007	005 M-006	001 M-002				
DATE	INFLUENT MGD	EFFLUENT MGD	MAXIMUM GPM	N.POND MGD	S.POND MGD	FISCHER MGD UPPER	FISCHER MGD LOWER	PIALORSI MGD	HILLER MGD	IRRGATE TOTAL MGD	RIVER MGD
1	0.843	0.594	484		0.594					0.000	0.000
2	0.892	0.643	451		0.643					0.000	0.000
3	0.828	1.013	975		0.501	0.249		0.076	0.187	0.512	0.000
4	0.797	1.298	993			1.011		0.097	0.190	1.298	0.000
5	0.802	1.298	986			1.017		0.093	0.188	1.298	0.000
6	0.811	1.279	984			1.012		0.075	0.192	1.279	0.000
7	0.839	0.944	865		0.361	0.493			0.090	0.583	0.000
8	0.916	0.685	481		0.685					0.000	0.000
9	0.976	0.680	475		0.680					0.000	0.000
10	0.888	1.439	1506		0.257					0.000	1.182
11	0.836	1.645	1500							0.000	1.645
12	0.886	0.988	794							0.000	0.988
13	0.967	1.035	787							0.000	1.035
14	1.144	1.432	1448							0.000	1.432
15	1.132	1.999	1396							0.000	1.999
16	1.054	2.053	1486							0.000	2.053
17	0.979	2.136	1495							0.000	2.136
18	0.919	2.130	1495							0.000	2.130
19	0.939	2.096	1482							0.000	2.096
20	0.896	1.310	1458							0.000	1.310
21	0.865	1.478	1409							0.000	1.478
22	0.897	2.022	1419							0.000	2.022
23	0.954	2.022	1417							0.000	2.022
24	0.895	2.008	1409							0.000	2.008
25	0.870	1.806	1404							0.000	1.806
26	0.886	1.310	1070							0.000	1.310
27	0.893	1.072	754							0.000	1.072
28	0.850	1.077	759							0.000	1.077
29										0.000	0.000
30										0.000	0.000
31										0.000	0.000
TOTAL	25.454	39.492		0.000	3.721	3.782	0.000	0.341	0.847	4.970	30.801
AVERAGE	0.909	1.410	1114	0.000	0.532	0.756	0.000	0.085	0.169	0.160	0.994
MAXIMUM	1.144	2.136	1506	0.000	0.685	1.017	0.000	0.097	0.192	1.298	2.136
MINIMUM	0.797	0.594	451	0.000	0.257	0.249	0.000	0.075	0.090	0.000	0.000
DAYS	28	28		0	7	5	0	4	5	5	19
DAYS WITH NO DISCHARGE = 0											

McKINLEYVILLE COMMUNITY SERVICES DISTRICT  
WASTEWATER MANAGEMENT FACILITY  
MONITORING DATA

MONTH: FEBRUARY

YEAR: 2014

DATE	INFLUENT FLOW M.G.D.	EFFLUENT FLOW M.G.D.	EFFLUENT MAXIMUM GPM	RIVER CFS	INFLUENT MONITORING		pH	(C°) TEMP	B.O.D. mg/L	NFR mg/L	EFFLUENT MONITORING				SETTLABLE SOLIDS	3X5 TOTAL COLIFORM
					B.O.D. mg/L	N.F.R. mg/L					AMMONIA	CL <sub>2</sub> RES.	CL <sub>2</sub> RES.	RIVER CL <sub>2</sub> RES.		
1	0.843	0.594	484													
2	0.892	0.643	451				6.8	9.8			38	9.1				<1.8
3	0.828	1.013	975				6.8	9.8			36	4.5				
4	0.797	1.298	993				6.8	9.3			38	5.1				
5	0.802	1.298	986				6.8	9.9			36	5.9				
6	0.811	1.279	984				6.8	10.0			38	4.7				
7	0.839	0.944	865						39	27					<0.1	
8	0.916	0.685	481													
9	0.976	0.680	475													
10	0.888	1.439	1506	2610			7.0	11.1			32	3.9	0.00			<1.8
11	0.836	1.645	1500	1100			7.0	12.0			34	0.8	0.00			
12	0.886	0.988	794	704			6.9	11.7			38	0.6	0.00			
13	0.967	1.035	787	2750			6.9	11.6			36	0.9	0.00			
14	1.144	1.432	1448	3220	380	260	6.7	12.2	45	28	40	3.5	0.00		<0.1	
15	1.132	1.999	1396	3720			7.0	12.7				0.7	0.00			
16	1.054	2.053	1486	3840			7.0	12.2				3.5	0.00			
17	0.979	2.136	1495	2350			7.0	12.6				0.5	0.00			
18	0.919	2.130	1495	1490			7.0	13.3			30	4.3	0.00			<1.8
19	0.939	2.096	1482	1750			7	12.3			36	5.2	0.00			
20	0.896	1.310	1458	1490			7	11.7			32	0.4	0.00			
21	0.865	1.478	1409	1130	360	340	6.8	11.2	41	27	36	5.9	0.00		<0.1	
22	0.897	2.022	1419	881			7.2	11.9				1.6	0.00			
23	0.954	2.022	1417	716			7.2	12.3				2.4	0.00			
24	0.895	2.008	1409	594			7.0	12.3			36	3.4	0.00			<1.8
25	0.870	1.806	1404	506			7.1	11.9			32	5.5	0.00			
26	0.886	1.310	1070	431			7.3	13.1			36	2.9	0.00			
27	0.893	1.072	754	411			6.7	12.2			36	3.3	0.00			
28	0.850	1.077	759	957	520	420	6.7	12.4	39	23	36	4.6	0.00		<0.1	
29																
30																
31																

DATE	MONTHLY TESTS		
	TDS	AMMONIA	NITRATE
2/28/2014	300	27.0	ND
			BORON
			280

Semi-Annual Tests		Value in ug/l
Bis phthalate		N/A
aliph-BHC		N/A
4,4'-DDT		N/A
carbon tetrachloride		N/A

Quarterly Tests		Value in ug/l
Dichlorobromomethane		N/A
Bromoform		N/A
Chlorodibromomethane		N/A
Chloroform		N/A

30 DAY AVERAGE			
BOD	BOD	BOD	NFR
mg/L	LBS/DAY	% Removal	LBS/DAY
41	425	89	26
			272
			91

ACUTE TOXICITY	
DATE	% Survival
2/14/2014	100%
2/14/2014	100%

Rainbow Trout  
C. dubia

SIGNATURE: \_\_\_\_\_

REMARKS:

Indicates Permit Exceedance

CHRONIC TOXICITY	
TESTED	SURVIVAL
Minnow	N/A
C. Dubia	N/A
Algae	N/A
	TUC

Total Coliform	
Monthly	MEDIAN
<1.8	
Daily	
Maximum	<1.8

# Medication Round-Up

**FREE**

Saturday, April 26

9 a.m. - 2 p.m.

*Humboldt Waste Management Authority's  
Household Hazardous Waste Facility*

1059 W. Hawthorne St., Eureka

**Old medications you no longer need  
taking up space in your medicine cabinet?**

**Have extra medications after a  
loved one has passed away?**

**Want to avoid kids' recreational  
abuse of medications?**

***KEEP OUR COUNTY CLEAN AND SAFE!***

- Bring unused prescriptions or non-prescription medications, free of charge to residents.
- Keep in original bottles and cross out patient's name.
- Medications or sharps collected by medical facilities cannot be accepted.

**Medical sharps will be accepted in red biohazard containers.  
Questions? Call Humboldt Waste Management Authority at 441-2005.**

