



**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 SPECIAL MEETING OF THE  
MCKINLEYVILLE COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS  
WILL BE HELD**

**WEDNESDAY, MAY 13, 2015  
Closed Session 6:30 pm  
Regular Meeting 7:00 pm  
Azalea Hall, 1620 Pickett Road  
McKinleyville, California**

---

**AGENDA**

**Closed Session Meeting 6:30 pm**

**A. CALL TO ORDER**

A.1 Roll Call

A.2 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. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (California Government Code § 54954.5 and 54957) Title: General Manager—Gregory Orsini

A.3 Report out of Closed Session

**AGENDA**

**Regular Meeting 7:00 pm**

**A. CALL TO ORDER**

A.1 Roll Call

A.2 Pledge of Allegiance

A.3 Additions to the Agenda

A.4 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 the Minutes of the Board of Directors Regular Meeting of April 1, 2015 **Pg. 5**
  - Attachment – Draft Minutes from April 1, 2015 **Pg. 6**
- D.2 Consider approval of March Treasurer's Report **Pg. 13**
  - Attachment D.2 – Treasurer's Report March 2015
- D.3 No DCV Violations this month
- D.4 Consider Approval of a Facilities Extension Agreement for Ocean West Mobile Home Park Sewer Mainline Realignment **Pg. 38**
  - Attachment 1 – Application for Extension of Water Sewer, Streetlights Trails and Open Space **Pg. 39**
  - Attachment 2 – Design Sheet **Pg. 41**

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

- E.1 Approve Resolution 2015-11 to Grant Access Easement to increase width for access to Arcata Fire Protection District Property **Pg. 42**
  - Attachment 1 – Resolution 2015-11 **Pg. 43**
- E.2 Humboldt State University Engineering Department Capstone Project **Pg. 46**
  - Attachment 1 – Renewable Energy Project **Pg. 48**
  - Attachment 2 – Constructed Wetlands Rehabilitation **Pg. 64**
  - Attachment 3 – Infrastructure Capital Improvement Plan **Pg. 71**

E.3	Consider Approval to Authorize the Board President to Execute the Design and Consulting Contract with Villara Corporation and Approve Resolution 2015-12	<b>Pg. 91</b>
	Attachment 1 – Name Change	<b>Pg. 93</b>
	Attachment 2 – Design Consulting Agreement	<b>Pg. 87</b>
	Attachment 3 – Resolution 2015-12 Energy Services Contract	<b>Pg. 103</b>
	Attachment 4 – Project Layout Design	<b>Pg. 121</b>
E.4	Consider Adoption of a Policy to Guide Staff in the Drafting of an Integrated Pest Management Plan (IPMP)	<b>Pg. 122</b>
	Attachment 1 – Public Comments from website	<b>Pg. 124</b>
E.5	Review Operations Draft Budget for Water, Wastewater, and Streetlights Funds FY2015-16	<b>Pg. 129</b>
	Attachment 1 – Operations Draft Budget Fiscal Year 2015-16	<b>Pg. 130</b>
E.6	Approve Resolution 2015-10 for Public Utility Easement Deed – APN 510-171-040 Ocean West Mobile Home Park	<b>Pg. 133</b>
	Attachment 1 – Resolution 2015-10	<b>Pg. 134</b>
E.7	Review and set Parameters for the November 2015 General Election for the McKinleyville Community Services District Board of Directors expiring positions.	<b>Pg. 140</b>
	Attachment 1 – Election Office Questionnaire	<b>Pg. 142</b>
	Attachment 2 – District Candidate Calendar	<b>Pg. 143</b>

## **F. REPORTS**

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

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

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

- |   |                |
|---|----------------|
| a. Support Services Department (Colleen M.R. Trask)         | <b>Pg. 145</b> |
| b. Operations Department (James Henry)                      | <b>Pg. 146</b> |
| c. Parks & Recreation Department (Lesley Frisbee)           | <b>Pg. 150</b> |
| d. General Manager (Greg Orsini)                            | <b>Pg. 153</b> |
| Attachment 1 – WWMF Monthly Self Monitoring Report          | <b>Pg. 156</b> |
| Attachment 2 – Urban Water Supplier Framework Tiers         | <b>Pg. 160</b> |
| Attachment 3 – Water Conservation Press Release May 5, 2015 | <b>Pg. 171</b> |

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

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

**G. ADJOURNMENT**

**Posted 5:00 pm on May 8, 2015**

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



# **McKinleyville Community Services District**

## **BOARD OF DIRECTORS**

May 13, 2015

TYPE OF ITEM: **ACTION**

---

**ITEM: D.1**                      **Consider Approval of Minutes from the Board of Directors' April 1, 2015 Regular Meeting**

**PRESENTED BY:**              **Becky Schuette, Board Secretary**

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

### **Recommendation:**

Staff recommends that the Board review the draft minutes from the April 1, 2015 Regular Board Meeting, recommend edits and adopt.

### **Discussion:**

The Draft Minutes are attached for the above listed meeting.

### **Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

### **Fiscal Analysis:**

Not applicable

### **Environmental Requirements:**

Not applicable

### **Exhibits/Attachments:**

- Attachment 1 – Draft Minutes from April 1, 2015 Board Meeting

**MINUTES OF THE REGULAR MEETING OF THE MCKINLEYVILLE COMMUNITY SERVICES  
DISTRICT HELD ON WEDNESDAY, APRIL 1, 2015 AT 7:00PM  
AZALEA HALL, 1620 PICKETT ROAD, MCKINLEYVILLE, CA**

**AGENDA ITEM A CALL TO ORDER**

**A.1 Roll Call:** The regular meeting of the Board of Directors of McKinleyville Community Services District convened at 7:01 pm with President Corbett, Directors Couch, Mayo and Wheeler present. Director Edwards was absent.

John Corbett, President  
George Wheeler, Vice President  
David Couch, Director  
Dennis Mayo, Director

Gregory Orsini, General Manager  
Colleen M.R. Trask, Finance Director  
James Henry, Operations Director  
Lesley Frisbee, Recreation Supervisor  
Becky Schuette, Board Secretary

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

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

**A.4 Approval of Agenda:**

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

Motion: Dennis Mayo; Second: David Couch

**VOICE VOTE:** Ayes; Couch, Mayo, Wheeler and Corbett;

**MOTION SUMMARY:** Motion Passed

**A.5 Closed Session Discussion:** There was no closed session scheduled.

**AGENDA ITEM B PUBLIC HEARINGS:** There were no public hearings scheduled

**AGENDA ITEM C PUBLIC COMMENT AND WRITTEN COMMUNICATIONS:** President Corbett opened public comment and the following member of the public commented:

Chad Sefcik, 1960 Jordan Court, McKinleyville, commented on the swing sets at Pierson Park and the request for a set for older children/teens.

There was no further public comment.

**AGENDA ITEM D CONSENT CALENDAR:**

**D.1** Consider approval of minutes of the Board of Directors' Regular Meeting of March 4, 2015

**D.2** Consider approval of February 2015 Treasurer's Report

**D.3** No DCV Violations this month

**D.4** Consider approval of Hiller Sports Complex Facility Use Agreement Contract for Mad River Youth Soccer League

**D.5** Consider approval of Senior Center Management Services and Usage Agreement

**D.6** Consider cancelling the May 6, 2015 Regular Board Meeting and instead call a Special Board Meeting on Wednesday, May 13, 2015 at 7:00pm

**MOTION: It was moved to adopt the consent calendar item D.1 - D.6.**

There were no objections and no comment by the public.

Motion: Dennis Mayo; Second: George Wheeler

**VOICE VOTE:** Ayes; Couch, Mayo, Wheeler and Corbett

**MOTION SUMMARY:** Motion Passed

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

##### **E.1 Informational update to Board on partnership with the Boys & Girls Club of the Redwoods:**

Recreation Supervisor Lesley Frisbee provided the Board with an update on the partnership and added that the request for funding from the SH Cowell Foundation had been granted. This was an informational item only. There were no comments from the Board or the public.

##### **E.2 Consider appointing a Board member to serve on the Volunteer Teen Center Committee:**

Recreation Supervisor Lesley Frisbee explained that while working on the partnership with the Boys & Girls Club of the Redwoods for the operation and use of the McKinleyville Teen and Community Center, a committee was created to create awareness and support. Frisbee explained that the temporarily named "Cornerstone Committee" would be made up of a representative from the Board of Directors from each organization as well as at least one staff member from each organization. She further explained what the committee would be doing. Frisbee was requesting the Board President appoint a Board member to represent MCSD on the Cornerstone Committee. Director Couch willingly volunteered. There was brief discussion about the necessity of an alternate and it was decided that one would be appointed later if the need arose. President Corbett appointed Director David Couch as the duly authorized representative for MCSD; no vote was needed as no one challenged the chair. There were no public comments.

##### **E.3 Approve Resolution 2015-07 amending the Rules and Regulations, Rules 40.01.c & 40.01.d**

**MEMBERSHIP and Rule 40.04.c. TERMS OF OFFICE:** Having been removed from the previous month's agenda, this item was presented by Recreation Supervisor Lesley Frisbee. Prior to the meeting, Director Wheeler pointed out a few corrections to the staff note. A newly modified staff note and corrected resolution were presented to the board members before the start of the meeting. The previous version below:

~~(b) One (1) member shall be a member~~ The remaining ten (10) members shall consist of eight (8) regular voting members and two (2) alternates. Of the eight (8) regular voting members, one (1) will be a member of the McKinleyville Area Fund Board of Directors nominated by the McKinleyville Area Fund Board of Directors. When possible two (2) of the eight (8) regular voting members shall be High School students, nominated by the McKinleyville High School Principal.

Was corrected to reflect:

~~(b) One (1) member shall be a member~~ The remaining ten (10) members will be regular voting members. Of the ten (10) regular voting members, one (1) will be a member of the McKinleyville Area Fund Board of Directors nominated by the McKinleyville Area Fund Board of Directors.

(c) When possible two (2) of the ten (10) regular voting members shall be High School students, nominated by the McKinleyville High School Principal.

General Manager Orsini advised that the changes were not substantive, only to change the eight (8) to a ten (10) in item 40.01 subsection b of the proposed amendments to the Rules and Regulations. There were no additional comments by the Board and no public comment.

**MOTION: It was moved to approve Resolution 2015-07.**

Motion: David Couch; Second: Dennis Mayo

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

**MOTION SUMMARY:** Motion Passed

**E.4 Consider appointments for vacant positions on the Recreation Advisory Committee between three (3) applicants (Bill Prescott, Addison O'Hanen and Mary Burke):** Having approved Resolution 2015-07 amending the number of members on the Recreation Advisory Committee (RAC), Recreation Supervisor requested the Board appoint the three interested applicants to the committee. There was no comment by the Board or by the public at this time. General Manager Orsini requested that the interested applicants speak to the Board. The two applicants present, Bill Prescott and Mary Burke came forward and briefly addressed the Board. Addison O'Hanen was not present, however Director Wheeler spoke positively about him in his absence. Frisbee then recommended that the Board appoint Addison O'Hanen and Mary Burke as the two regular members and Bill Prescott as an alternate member. Mary Burke stepped forward and again addressed the Board advising that she had no problem being designated as the alternate, thereby allowing Bill Prescott to be named the regular member. There were some discussion questions between the Board and Frisbee before an amended staff recommendation was made. Frisbee modified her recommendation asking that the Board appoint Addison O'Hanen and Bill Prescott as the regular members and Mary Burke as the alternate.

**MOTION: It was moved to adopt staff's amended recommendation.**

Motion: David Couch; Second: George Wheeler

**VOICE VOTE:** Ayes; Couch, Mayo, Wheeler and Corbett

**MOTION SUMMARY:** Motion Passed

**E.5 Employee negotiations regarding proposed one (1) year compensation contract with district employees:** General Manager Orsini reviewed this item and the historical considerations during negotiations and then provided the current year requests. Orsini also noted in the fiscal considerations that the overall financial analysis showed an increase of 3.6% over last year's financial impact. There was some discussion among the Board and staff in regards to PERS and the District contribution amount. There were no public comments and no further discussion from the Board.

**MOTION: It was moved accept staff recommendation (and approve the one year contract with the requested terms).**

Motion: Dennis Mayo; Second: George Wheeler

After the motion, President Corbett commended the staff and there was applause.

**VOICE VOTE:** Ayes; Couch, Mayo, Wheeler and Corbett

**MOTION SUMMARY:** Motion Passed

General Manager Orsini spoke after the vote about the staff and thanked them for coming and for their hard work for the District.

**E.6 Sewer Rate Evaluation and Proposition 218 process:** General Manager Orsini introduced Chris Fisher from Willdan Financial Services who presented a PowerPoint presentation. The PowerPoint provided the purpose of the most recent sewer rate analysis and its findings, the history of the sewer rate study and the findings presented in graph format. These graphs included a financial recommendation, customer bill impact, and regional comparisons. Fisher also reviewed the Proposition 218 requirements and the next steps in public notice, rate adjustments and securing funding for the Wastewater Management Facility. There was a lengthy discussion about the new facility costs and additional operating expenses. The following members of the public spoke:

Bette Wilkinson regarding the increased sewer fees and seniors on fixed incomes.

Jeff Dunk requested clarification of the actual costs of the WWMF after payoff of the loan. General Manager Orsini and Finance Director Trask provided some clarification to questions about capacity fees and base rate increases. Director Mayo spoke briefly about the financial difficulties for senior citizens. There was no further comment by the Board or the public.

**MOTION:** It was moved to proceed with the Proposition 218 majority protest notice to consider the matter of adjusting sewer charges in accordance with the Willdan Sewer Rate Analysis.

Motion: George Wheeler; Second: Dennis Mayo

**VOICE VOTE:** Ayes; Couch, Mayo, Wheeler and Corbett

**MOTION SUMMARY:** Motion Passed

**E.7 Review Sensitivity Analysis and steps forward for continued consideration of photovoltaic at the Wastewater Management Facility:** General Manager Orsini briefly reviewed his staff note and then introduced Curt Wylie and Mike Day, representing Beutler Corporation. Mike Day reviewed the PowerPoint presentation with explanation of the Sensitivity Analysis methodology and results along with the potential next steps in the solar project. A lengthy discussion followed which included questions about the Net Energy Metering (NEM) system timeline and its effect on our decision, fees or costs if we decide not to move forwards with the project, and concerns about the District taking on another large scale project (referring to both the Teen Center and the Wastewater Management Facility). The following members of the public spoke:

Jeff Dunk commented that he felt the turn key option was the best choice; adding that it was low risk with high rewards.

Bette Wilkinson believes the project should be done and acted upon immediately.

General Manager Orsini requested direction from the Board. Director Mayo urged the Board to move forward with the project immediately. There was further discussion on the need and method for immediate action. President Corbett gave direction to staff to proceed immediately to negotiate a contract and if it is legal, give authority to the General Manager to sign a contract with Beutler, cosigned by the Chair. If this was not legal, then if further authorization is needed we can call a special meeting of the Board next week. All were in agreement, there was no vote.

There was no further comment from the Board or the public.

At 9:10 pm, Finance Director Trask requested a quick break and President Corbett offered 10 minutes.

At 9:20 pm the meeting was called back to order.

**E.8 Consider Adoption of Resolution 2015-08, Authorizing Participation in the California Special District Association's District Purchasing Card Program:** Finance Director Colleen Trask reported that this opportunity was a better option than the standard commercial credit card program we are currently using with Umpqua Bank. The currently used credit card system requires a personal financial guarantee from the General Manager, whereas the CSDA did not require that personal guarantee. General Manager Orsini added that there was also a "points" reward system offered with this card program. There was no comment from the Board or the public.

**MOTION: It was moved to adopt Resolution 2015-08.**

Motion: David Couch; Second: George Wheeler

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

**MOTION SUMMARY:** Motion Passed

**E.9 Initiate process for General Manager Performance Evaluation:** The Board Secretary Becky Schuette reviewed the staff report indicating that the Board Policy Manual included a requirement for the Board to conduct an annual performance evaluation for the General Manager. This evaluation should be conducted by all of the Board of Directors and the Department Heads. General Manager Orsini reported that the absent Director Edwards had volunteered to be the appointed consolidator of the evaluation packets. After some discussion, President Corbett selected Director Edwards as such and the Board members present were provided the date of April 15<sup>th</sup> to have the completed evaluations returned to the Board Secretary in sealed envelopes. The Board Secretary will provide Director Edwards with the sealed envelopes for tallying. General Manager Orsini requested a closed session be added to the May 13, 2015 Special Board Meeting for his annual evaluation. There was no motion or comment from the Board and no public comment.

**E.10 Consider and Adopt Resolution No. 2015-09, Amending MCSD Ordinance No. 10 and MCSD Water Shortage Contingency Plan:** Prior to the meeting, an amended Ordinance 10, Exhibit A was provided to the Directors and will be attached to the signed resolution 2015-09. Operations Director Henry explained that the language of the Ordinance in the board packet had been modified to allow for irrigation on specific days of the week for Stage 2, mandatory conservation.

The previous language read: ~~Outdoor irrigation of ornamental landscapes or turf with potable water is prohibited on odd numbered calendar days. Unattended automatic watering of any lawn, garden, landscaped area, tree, shrub or other plant except between the hours of 12:00 AM and 4:00 AM.~~

This language was amended to: Outdoor irrigation of ornamental landscapes or turf with potable water is only allowed on Sundays, Tuesdays, Thursdays and Saturdays. Unattended automatic watering of any lawn, garden, landscaped area, tree, shrub or other plant except between the hours of 12:00 AM and 4:00 AM.

There was a lengthy discussion among the Board and Staff regarding the current drought and state mandates. General Manager Orsini handed out a copy of Governor Brown's Executive Order B-29-15 which will require a 25% statewide water reduction. There was continued discussion about consumption drops and cash flow requirements and how the additional reduction may affect water agencies. Orsini reported that one District in California has already filed bankruptcy due to cash flow issues related to water shortages.

**MOTION: It was moved to adopt Resolution 2015-09 per staff recommendation with the modifications in the new attachment A.**



Motion: Couch; Second: Mayo

At this time, Operations Director Henry was allowed to finish his report and pointed out that the McKinleyville area already achieved substantial water reduction for our area as early as 2011 or 2012.

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

**MOTION SUMMARY:** Motion Passed

President Couch requested authorization from the Board to attend the Drought Conference in Sacramento on April 9<sup>th</sup> with the District covering expenses. He would like to speak with our legislators about a per capita cutoff for this mandatory reduction. There was no disagreement from the Board members in attendance.

The following member of the public commented:

Bette Wilkinson spoke regarding her concerns about how the District will cut back further and again, the impact on the seniors.

**E.11 Discussion of 2014 Wastewater Management Facility Annual Report to the Regional Water Quality Control Board (RWQCB):** Operations Director Henry reviewed the staff note and reported on the compliance testing and results for the Wastewater Management Facility from the past year. Director Wheeler inquired on the definition of “BOD” and “TSS” and whether the dropping levels of them was a good or a bad thing. Henry provided definitions and confirmed that it was a good thing for the levels to drop. There were no further questions from the Board and no public comments.

**E.12 Review Parks & General Fund Draft Operating Budget, FY2015-16:** Finance Director Trask briefly reviewed the staff note. President Corbett had an inquiry about the Treasurer’s report. There were no further comments or questions from the Board and no public comments.

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

##### **F1. Active Committee Reports**

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

Nothing to report; did not meet.

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

Nothing to report.

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

Director Mayo reported that the last meeting was an update from Cal Trans on the “Last Chance Grade” north of McKinleyville. He also advised that the commuter airline project continued to move along.

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

Nothing to report; did not meet.

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

Nothing to report; did not meet

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

Negotiations completed at tonight's meeting.

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

Nothing to report.

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

Nothing to report; did not meet.

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

President Corbett reported that the committee had met and continue to struggle with the rent control issue.

**F.2 Staff Reports:**

**Support Services Department:** Finance Director Colleen Trask reported that there was now \$260,490.84 in the trust account for the Revenue Recovery surcharge; she added that staff continues to research methods to attain higher returns on District accounts, while still operating within the law and policies for Board monies.

**a. Operations Department:** Operations Director James Henry had nothing further to add at this time.

**b. Parks and Recreation Department:** Recreation Supervisor Lesley Frisbee had nothing further to add at this time.

**c. General Manager:** General Manager Orsini had nothing to add at this time.

**F.3 President's Report:** President Corbett had nothing to report.

**F.4 Board comments, announcements, reports and agenda item requests:** Director Mayo reviewed his conference calls for ACWA Board meetings and with the Bureau of Reclamation as well as an EPA webinar. He advised that he was leaving for a water conference in Seattle on Thursday.

**AGENDA ITEM G ADJOURNMENT:**

President Corbett adjourned the meeting at 10:30 PM

---

**Becky Schuette, Board Secretary**



**McKinleyville Community Services District  
Treasurer's Report  
March 2015**

**Table of Contents**

Page 2	Investments & Cash Flow Report
Page 3	Consolidated Balance Sheet by Fund
Page 4	Activity Summary by Fund
Page 6	Selected Graphic Comparisons
Page 11	Capital Expenditure Report
Page 12	Summary of Long-Term Debt Report
Page 13	Reserves Graph
Page 14	Cash Disbursement Report

**McKinleyville Community Services District**  
**Investments & Cash Flow Report**  
**As of March 31, 2015**

Petty Cash & Change Funds 940.00

**Cash**

<b>Operating &amp; Money Market - Beginning Balance</b>		386,171.72
<b>Cash Receipts:</b>		
Utility Billings	424,424.46	
Money Market Account Interest	31.98	
Transfers from County Funds #2560, #4240	-	
Other Cash Receipts	154,842.60	
<b>Total Cash Receipts</b>		579,299.04
<b>Cash Disbursements:</b>		
Payroll Related Expenditures	(196,709.83)	
Debt Service	(80,866.75)	
Capital & Other Expenditures	(310,951.20)	
<b>Total Cash Disbursements</b>		(588,527.78)
<b>Operating &amp; Money Market - Ending Balance</b>		376,942.98
<b>Total Cash</b>		377,882.98

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

<b>LAIF - Beginning Balance</b>	128,567.99	
Interest Income	-	
<b>LAIF - Ending Balance</b>		128,567.99
<b>Humboldt Co. #2560 - Beginning Balance</b>	1,373,798.03	
Property Taxes and Assessments	-	
Transfer to/from Operating Cash	-	
Interest Income	789.93	
<b>Humboldt Co. #2560 - Ending Balance</b>		1,374,587.96
<b>Humboldt Co. #4240 - Beginning Balance</b>	3,866,299.08	
Property Taxes	-	
Transfer to/from Operating Cash	-	
Interest Income	2,387.60	
<b>Humboldt Co. #4240 - Ending Balance</b>		3,868,686.68
<b>Humboldt Co. #9390 - Beginning Balance</b>	371,081.32	
Reserves Recovery Deposits	23,848.56	
Interest Income	-	
<b>Humboldt Co. #9390 - Ending Balance</b>		394,929.88
<b>USDA Bond Reserve Fund - Beginning Balance</b>	130,507.11	
Bond Reserve Payment	7,395.83	
Debt Service Payment	-	
Interest Adjustment	1.97	
<b>USDA Bond Reserve Fund - Ending Balance</b>		137,904.91
<b>Market Valuation Account</b>		(180.00)
<b>Umpqua Bank Meas.B Loan Proceeds - Beginning Balance</b>	1,402,552.86	
Net Transfer to/from Loan Cash Holding Acct	-	
Interest Income	122.96	
<b>Umpqua Bank Meas.B Loan Proceeds - Ending Balance</b>		1,402,675.82
<b>Total Investments</b>		7,307,173.24
<b>Total Cash &amp; Investments - Current Month</b>		7,685,056.22
<b>Total Cash &amp; Investments - Prior Month</b>		7,659,738.11
<b>Net Change to Cash &amp; Investments This Month</b>		25,318.11

**Cash & Investment Summary**

Cash & Cash Equivalents	6,789,003.86
Davis-Grunsky Loan Reserve	598,540.46
Waste Water Capital Reserve	99,606.99
USDA Bond Reserve	137,904.91
I-Bank Loan Reserve	60,000.00
<b>Total Cash &amp; Investments</b>	7,685,056.22

**McKinleyville Community Services District**  
**Consolidated Balance Sheet by Fund**  
**As of March 31, 2015**

	Governmental Funds			Proprietary Funds		
	Parks & General	Measure B	Streetlights	Water	Wastewater	Total (Memorandum Only)
<b>ASSETS</b>						
Current Assets						
Unrestricted cash & cash equivalents	\$ 700,049.96	\$ 190,720.21	\$ (45,000.21)	\$ 1,832,047.60	\$ 2,656,299.91	\$ 5,334,117.47
Accounts receivable	2,829.03	-	4,184.17	280,312.29	184,305.57	471,631.06
Prepaid expenses & other current assets	13,560.80	-	641.98	74,866.13	34,566.61	123,635.52
Total Current Assets	716,439.79	190,720.21	(40,174.06)	2,187,226.02	2,875,172.09	5,929,384.05
Noncurrent Assets						
Restricted cash & cash equivalents	176,826.92	-	-	658,540.46	237,511.90	1,072,879.28
Other noncurrent assets	3,076.00	-	-	-	-	3,076.00
Capital assets (net)	-	-	-	6,788,336.43	12,949,875.37	19,738,211.80
Total Noncurrent Assets	179,902.92	-	-	7,446,876.89	13,187,387.27	20,814,167.08
<b>TOTAL ASSETS</b>	<b>\$ 896,342.71</b>	<b>\$ 190,720.21</b>	<b>\$ (40,174.06)</b>	<b>\$ 9,634,102.91</b>	<b>\$ 16,062,559.36</b>	<b>\$ 26,743,551.13</b>
<b>LIABILITIES &amp; FUND BALANCE/NET ASSETS</b>						
Current Liabilities						
Accounts payable & other current liabilities	\$ 64,734.61	\$ 26,541.76	\$ 293.59	\$ 190,007.30	\$ 28,360.09	\$ 309,937.35
Accrued payroll & related liabilities	93,377.52	-	-	35,172.27	35,172.27	163,722.06
Total Current Liabilities	158,112.13	26,541.76	293.59	225,179.57	63,532.36	473,659.41
Noncurrent Liabilities						
Long-term debt	-	-	-	3,072,475.63	837,042.03	3,909,517.66
Other noncurrent liabilities	3,076.00	1,400,000.00	-	279,671.03	281,819.18	1,964,566.21
Total Noncurrent Liabilities	3,076.00	1,400,000.00	-	3,352,146.66	1,118,861.21	5,874,083.87
<b>TOTAL LIABILITIES</b>	<b>161,188.13</b>	<b>1,426,541.76</b>	<b>293.59</b>	<b>3,577,326.23</b>	<b>1,182,393.57</b>	<b>6,347,743.28</b>
Fund Balance/Net Assets						
Fund balance	(7,204.57)	(1,235,821.55)	(40,467.65)	-	-	(1,283,493.77)
Net assets	742,359.15	-	-	2,340,915.88	2,767,332.45	5,850,607.48
Investment in capital assets, net of related debt	-	-	-	3,715,860.80	12,112,833.34	15,828,694.14
Total Fund Balance/Net Assets	735,154.58	(1,235,821.55)	(40,467.65)	6,056,776.68	14,880,165.79	20,395,807.85
<b>TOTAL LIABILITIES &amp; FUND BALANCE/NET ASSETS</b>	<b>\$ 896,342.71</b>	<b>\$ 190,720.21</b>	<b>\$ (40,174.06)</b>	<b>\$ 9,634,102.91</b>	<b>\$ 16,062,559.36</b>	<b>\$ 26,743,551.13</b>
Difference in Reclass from Cap Assets to Net Assets:						
Investment in General Capital Assets	\$ 3,287,561.29					
General Long-term Liabilities						
PG&E Streetlights Loan	94,357.55					
Meas. B Loan: Teen/Community Center	1,468,929.00					
OPEB Liability	206,637.23					
Accrued Compensated Absences	40,783.04					
<b>TOTAL GENERAL LONG-TERM LIABILITIES</b>	<b>\$ 1,810,706.82</b>					

**McKinleyville Community Services District**  
**Activity Summary by Fund, Original Budget**  
**March 2015**

<b>Department Summaries</b>	<b>March</b>	<b>YTD</b>	<b>Original YTD Budget</b>	<b>Over (Under) YTD Budget</b>	<b>Over (Under) YTD Budget %</b>	<b>Notes</b>
<b><u>Water</u></b>						
Water Sales	205,637	2,097,138	2,200,068	(102,930)	-4.68%	
Other Revenues	20,117	300,067	186,107	113,960	61.23%	Includes YTD Capacity Fees of \$145,568
Total Operating Revenues	225,753	2,397,204	2,386,175	11,029	0.46%	
Salaries & Benefits	54,608	566,508	601,583	(35,075)	-5.83%	
Water Purchased	65,117	600,247	647,826	(47,579)	-7.34%	
Other Expenses	17,119	230,286	292,913	(62,627)	-21.38%	Other variable expenses curtailed with lower customer demand
Depreciation	25,300	227,650	247,500	(19,850)	-8.02%	
Total Operating Expenses	162,144	1,624,691	1,789,822	(165,131)	-9.23%	
Net Operating Income	63,610	772,513	596,353	(154,101)		
Interest Income	862	10,404	3,680	6,724	182.72%	Interest rate higher than originally estimated
Interest Expense	(6,166)	(56,984)	(63,750)	(6,766)	-10.61%	
<b>Net Income (Loss)</b>	<b>58,306</b>	<b>725,933</b>	<b>536,283</b>	<b>189,650</b>		
<b><u>Sewer</u></b>						
Sewer Service Charges	160,259	1,523,224	1,425,000	98,224	6.89%	
Other Revenues	20,403	286,950	221,228	65,722	29.71%	Includes YTD Capacity Fees \$215,491
Total Operating Revenues	180,662	1,810,174	1,646,228	163,946	9.96%	
Salaries & Benefits	64,918	601,123	599,759	1,364	0.23%	
Other Expenses	26,284	318,185	412,163	(93,978)	-22.80%	Other variable expenses curtailed with lower customer demand
Depreciation	38,560	347,030	360,000	(12,970)	-3.60%	
Total Operating Expenses	129,762	1,266,338	1,371,922	(105,584)	-7.70%	
Net Operating Income	50,900	543,836	274,306	269,530		
Interest Income	1,503	15,963	15,000	963	6.42%	
Interest Expense	(3,706)	(30,138)	(31,139)	(1,001)	-3.21%	
<b>Net Income (Loss)</b>	<b>48,697</b>	<b>529,661</b>	<b>258,167</b>	<b>271,494</b>		
<b>Enterprise Funds Net Income (Loss)</b>	<b>107,003</b>	<b>1,255,593</b>	<b>794,450</b>	<b>461,143</b>		

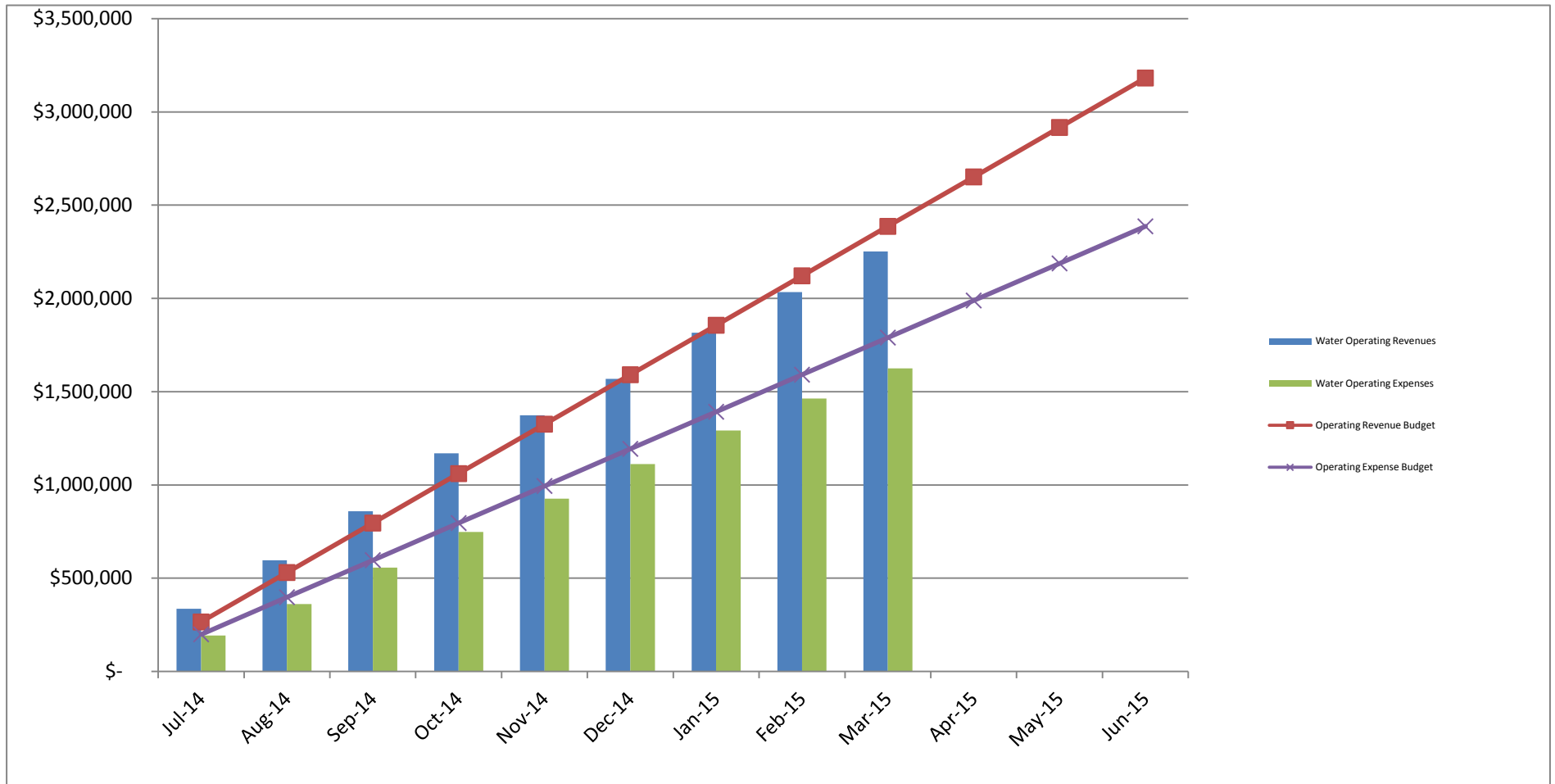
**McKinleyville Community Services District**  
**Activity Summary by Fund, Original Budget**  
**March 2015**

Department Summaries	March	YTD	Original YTD Budget	Over (Under) YTD Budget	Over (Under) YTD Budget %	Notes
<b><u>Parks &amp; Recreation</u></b>						
Program Fees	36,431	233,191	294,780	(61,589)	-20.89%	Budget is spread evenly across 12 months, but actuals vary with programs
Rents & Related Fees	6,124	51,459	65,700	(14,241)	-21.68%	Budget is spread evenly across 12 months, but actuals vary with rentals
Property Taxes	-	261,567	382,500	(120,933)	-31.62%	County Tax remittance scheduled in December and April
Other Revenues	7,229	76,699	142,350	(65,651)	-46.12%	Budget is spread evenly across 12 months, but actuals vary by month
Interest Income	809	5,635	2,250	3,385	150.45%	Interest rate higher than originally estimated
Total Revenues	50,592	628,552	887,580	(259,028)	-29.18%	
Salaries & Benefits	78,675	622,733	638,893	(16,160)	-2.53%	
Other Expenditures	14,072	156,157	161,909	(5,752)	-3.55%	
Capital Expenditures	5,433	70,617	86,250	(15,633)	-18.13%	spending on certain projects slower than anticipated
Total Expenditures	98,179	849,507	887,052	(37,545)	-4.23%	
<b>Excess (Deficit)</b>	<b>(47,587)</b>	<b>(220,956)</b>	<b>528</b>	<b>(221,484)</b>		
<b><u>Measure B Assessment</u></b>						
Total Revenues	159	195,282	160,518	34,764	21.66%	Includes Loan Proceeds income totalling \$68,929 County Tax remittance scheduled in December and April
Salaries & Benefits	10,833	79,112	75,794	3,318	4.38%	
Other Expenditures	9,898	107,249	4,500	102,749	2283.32%	Loan Issuance costs, set against Loan Proceeds Income
Capital Expenditures	-	40,797	78,750	(37,953)	-48.19%	Teen Center - actuals will vary with project progress
Total Expenditures	20,731	227,158	159,044	68,114	42.83%	
<b>Excess (Deficit)</b>	<b>(20,572)</b>	<b>(31,876)</b>	<b>1,474</b>	<b>(33,350)</b>		
<b><u>Street Lights</u></b>						
Total Revenues	7,800	85,800	67,319	18,481	27.45%	YTD includes PG&E rebate for LED project \$16,750
Salaries & Benefits	3,069	26,891	31,178	(4,287)	-13.75%	Lower utility wages required for LED fixtures
Other Expenditures	2,151	25,224	36,053	(10,829)	-30.04%	Lower utility expenses for LED fixtures
Capital Expenditures/Loan Repayment	1,655	1,655	-	1,655	#DIV/0!	PG&E LED Project Debt repayment has begun
Total Expenditures	6,875	53,771	67,231	(13,460)	-20.02%	
<b>Excess (Deficit)</b>	<b>925</b>	<b>32,029</b>	<b>88</b>	<b>(31,941)</b>		
<b>Governmental Funds Excess (Deficit)</b>	<b>(67,234)</b>	<b>(220,802)</b>	<b>2,090</b>	<b>(222,892)</b>		

# McKinleyville Community Services District

## March 2015

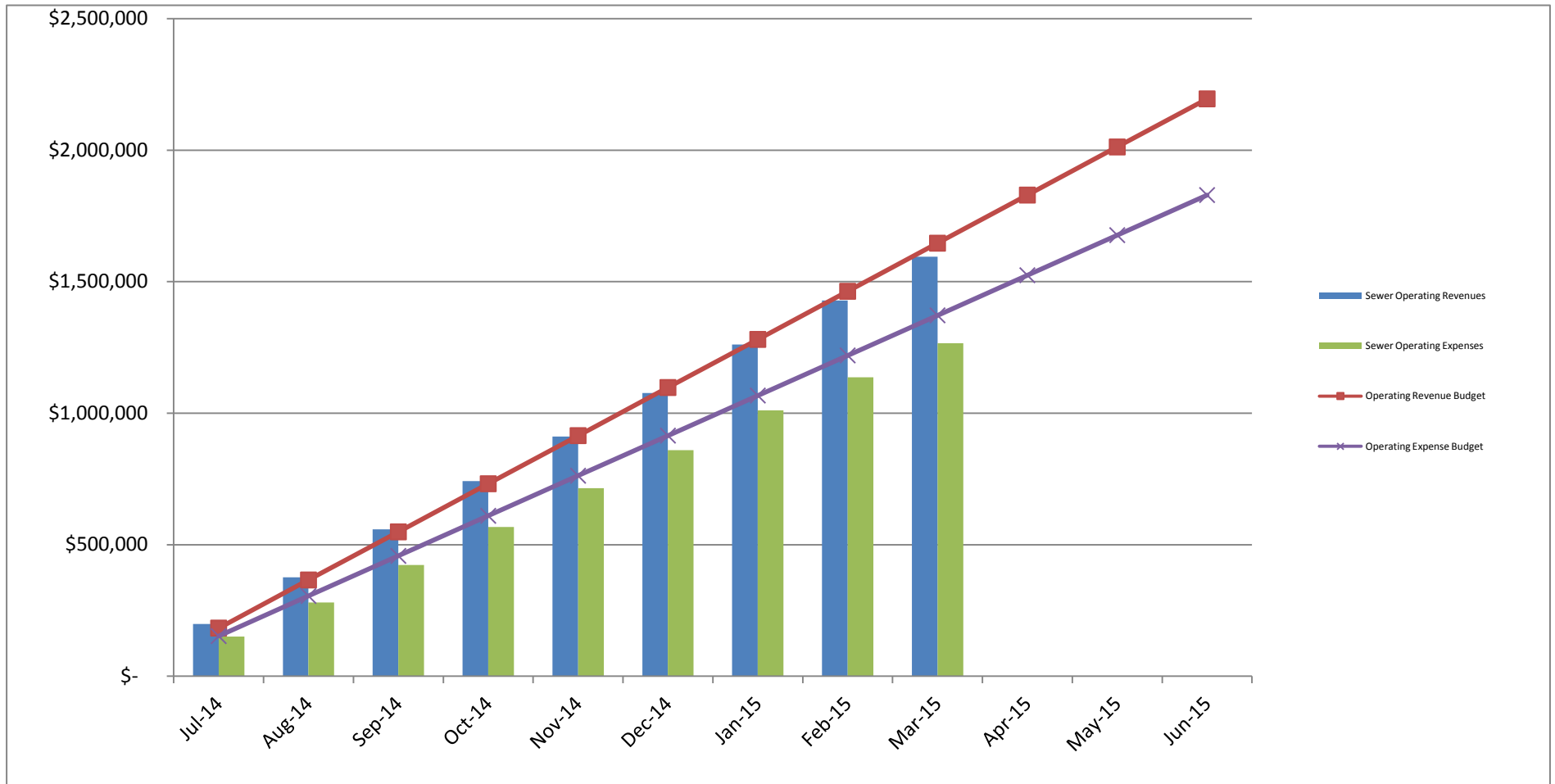
### Comparison of Water Fund Operating Revenues & Expenses to Budget



# McKinleyville Community Services District

## March 2015

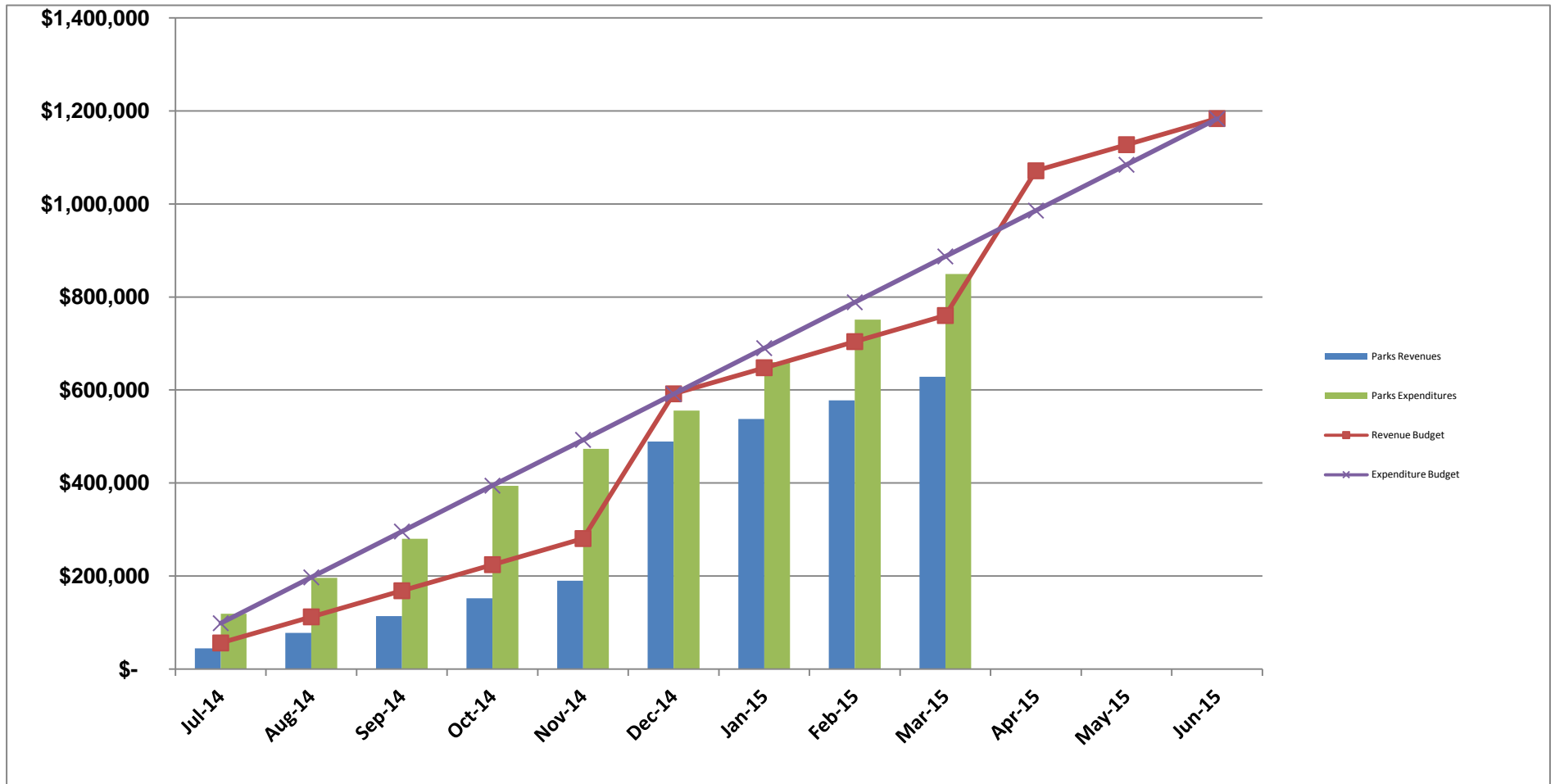
### Comparison of Sewer Fund Operating Revenues & Expenses to Budget



# McKinleyville Community Services District

## March 2015

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

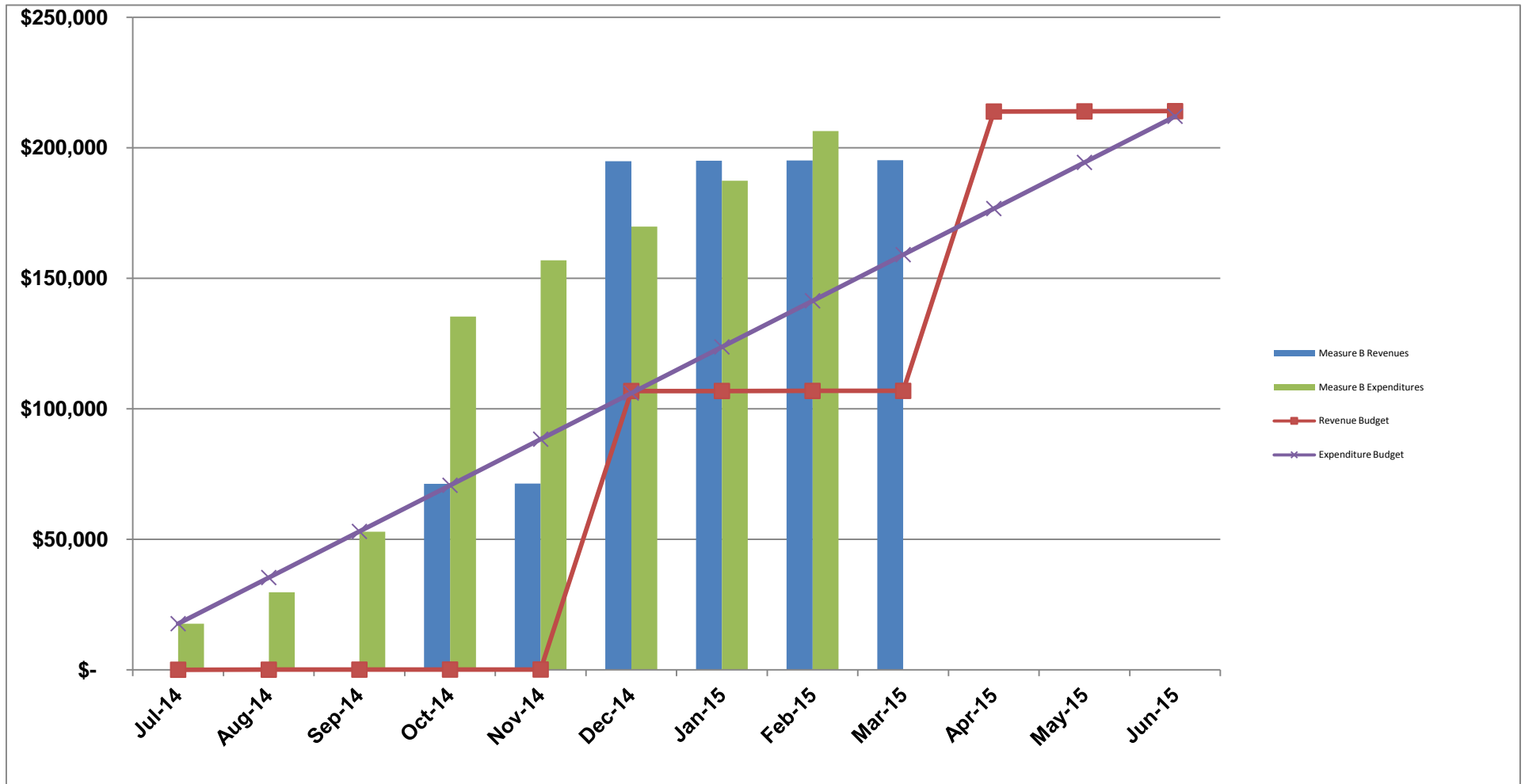




# McKinleyville Community Services District

## March 2015

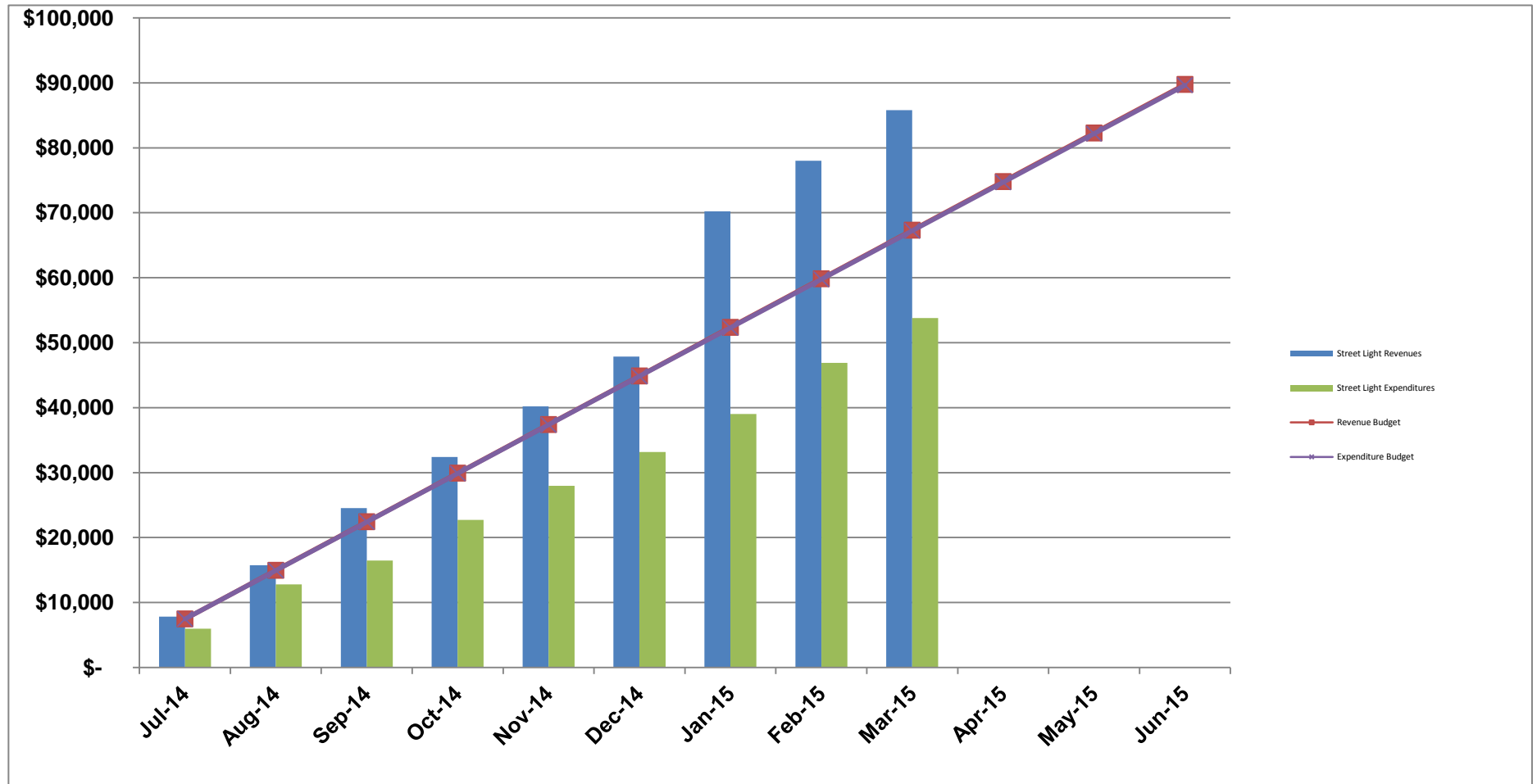
### Comparison of Measure B Fund Total Revenues & Expenditures to Budget



# McKinleyville Community Services District

## March 2015

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



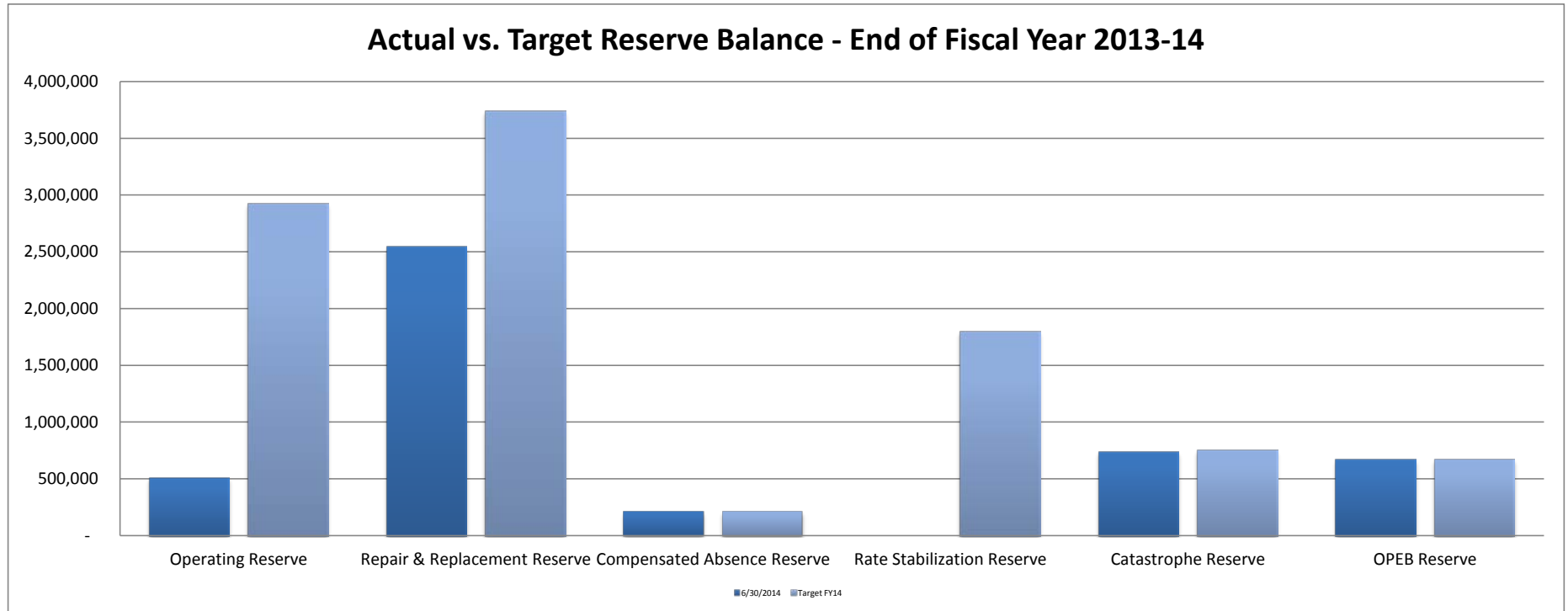
**McKinleyville Community Services District**  
**Capital Expenditure Report**  
**As of March 31, 2015**

	February	March	YTD Total	FY 14-15 Budget	Remaining		
					Budget \$	Budget %	Notes
<b>Water Department</b>							
Emergency Water Line River Crossing	1,397	-	2,801	150,000	147,199	98%	Emergency Line Intertie Proj
Water Tank Upgrade	-	-	-	350,000	350,000	100%	Tank Painting
Production Meter Replacements			6	-	(6)	#DIV/0!	Production Meter Replacement
Emergency Water Supply			1,240	100,000	98,760	99%	Emergency Water Supply
Fire Hydrant System Upgrade			-	9,000	9,000	100%	Fire Hydrant System Upgrade
Customer Radio Meter Replacements			314	90,000	89,686	100%	Radio meters purch/install
Water Main Rehab & Replacement				20,000	20,000	100%	Water Main Rehab
Property Purchase & Improvements			-	185,000	185,000	100%	Property Purch/Improvements
<b>Subtotal</b>	<b>1,397</b>	<b>-</b>	<b>4,361</b>	<b>904,000</b>	<b>899,639</b>	<b>100%</b>	
<b>Sewer Department</b>							
Sewer Main Rehab & Replacement			-	50,000	50,000	100%	Sewer Main Rehab
WWMF Biosolids Project			903,512	900,000	(3,512)	0%	Biosolids Project
WWMF & Fischer Lift Stn Grinder Upgrade			-	20,000	20,000	100%	WWMF/Fischer Lift Stn Grinder
WWMF Upgrade/CEQA/Permitting	42,532	8,441	587,844	5,000,000	4,412,156	88%	WWMF design & start construction
Radio Telemetry Upgrade			-	45,000	45,000	100%	Radio Telemetry upgrade
Customer Radio Meter Replacements			74	90,000	89,926	100%	Radio meters purch/install
Underground Locator Pipe & Camera			-	5,000	5,000	100%	
<b>Subtotal</b>	<b>42,532</b>	<b>8,441</b>	<b>1,491,430</b>	<b>6,110,000</b>	<b>4,618,570</b>	<b>76%</b>	
<b>Water &amp; Sewer Operations</b>							
Heavy Equipment			-	100,000	100,000	100%	Dump Truck, Tractor attachmts
Utility Vehicles			-	60,000	60,000	100%	Car, 3/4 or 1-ton Pickup Truck
Office, Corporate Yard & Shops			-	20,000	20,000	100%	Facilities upgrade/sealcoat
Computers & Software			19,596	14,000	(5,596)	-40%	File Server Upgrade
GIS/SEMS/CADD Equipment/Software			5,993	10,000	4,007	40%	SCADA, AutoCAD, GIS computers
Fischer Ranch -Disposal Site Upgrade			-	1,000,000	1,000,000	100%	Disposal Site Upgrade
Small Equipment & Other			-	20,000	20,000	100%	Ops Office Eq./Emergency Eqp
<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>25,589</b>	<b>1,224,000</b>	<b>1,198,411</b>	<b>98%</b>	
<b>Enterprise Funds Total</b>	<b>43,929</b>	<b>8,441</b>	<b>1,521,380</b>	<b>8,238,000</b>	<b>6,716,620</b>	<b>82%</b>	
<b>Parks &amp; Recreation Department</b>							
Pierson Park Upgrades			-	-	-	#DIV/0!	
Azalea Hall Projects			-	-	-	#DIV/0!	
McKinleyville Activity Center Upgrades			-	-	-	#DIV/0!	
Projects Funded by Quimby/Other Funds	2,581	5,433	36,795	75,000	38,205	51%	Covered Picnic Area
Projects Funded by Measure B Renewal	1,890	-	44,896	105,000	60,104	57%	Teen Center Project
Other Parks Projects & Equipment	995		24,850	40,000	15,150	38%	Fischer Trail Project-surveying
<b>Subtotal</b>	<b>5,466</b>	<b>5,433</b>	<b>106,541</b>	<b>220,000</b>	<b>113,459</b>	<b>52%</b>	
<b>Streetlights</b>							
LED			-	-	-	#DIV/0!	
<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>#DIV/0!</b>	
<b>Governmental Funds Total</b>	<b>5,466</b>	<b>5,433</b>	<b>106,541</b>	<b>220,000</b>	<b>113,459</b>	<b>52%</b>	
<b>All Funds Total</b>	<b>49,395</b>	<b>13,874</b>	<b>1,627,921</b>	<b>8,458,000</b>	<b>6,830,079</b>	<b>81%</b>	

**McKinleyville Community Services District**  
**Summary of Long-Term Debt Report**  
**As of March 31, 2015**

				Principal Maturities and Scheduled Interest				
		Maturity		Balance - Feb	Balance - Mar 31,			
		%	Date	28, 2015	2015	FY-15	FY-16	Thereafter
<b>Water Fund:</b>								
I-Bank		8/1/30	P	842,084.87	842,084.87	-	40,571.37	801,513.53
Interest	3.37%		I			14,189.13	27,694.63	219,225.52
State of CA Energy Commission (ARRA)		12/22/26	P	140,457.60	140,457.60	5,471.17	11,125.84	123,806.70
Interest	1.0%		I			693.36	1,325.20	6,926.83
State of CA (Davis Grunsky)		1/1/33	P	1,783,306.35	1,783,306.35	-	79,660.44	1,703,645.91
State of CA (Davis Grunsky) Deferred Interest		1/1/33	P	306,626.81	306,626.81	-	17,035.12	289,591.69
Interest	2.5%		I			23,071.60	44,582.66	408,486.72
Total Water Fund-Principal				3,072,475.63	3,072,475.63	5,471.17	148,392.77	2,918,557.83
Total Water Fund-Interest						37,954.09	73,602.49	634,639.07
<b>Total Water Fund</b>				<b>3,072,475.63</b>	<b>3,072,475.63</b>	<b>43,425.26</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	81,840.20	40,920.10	-	40,920.10	-
Interest	0.0%		I			-	-	
State of CA WRCB (SCEP II)		3/27/18	P	104,695.51	79,511.25	-	25,838.70	53,686.60
Interest	2.6%		I			-	2,067.64	2,102.41
Umpqua Bank		12/4/17	P	145,593.03	141,610.68	11,897.21	49,848.42	79,721.79
Interest	5.5%		I			2,036.23	5,885.34	3,506.57
USDA (Sewer Bond)		8/1/22	P	575,000.00	575,000.00	-	60,000.00	515,000.00
Interest	5.0%		I			-	27,250.00	90,875.00
Total Sewer Fund-Principal				907,128.74	837,042.03	11,897.21	176,607.22	648,408.39
Total Sewer Fund-Interest						2,036.23	35,202.98	96,483.98
<b>Total Sewer Fund</b>				<b>907,128.74</b>	<b>837,042.03</b>	<b>13,933.44</b>	<b>211,810.20</b>	<b>744,892.37</b>
<b>Meas. B Fund: Teen/Comm Center Loan</b>				1,468,929.00	1,468,929.00	36,228.00	75,508.00	1,357,193.00
	3.55%		I			29,549.96	50,217.82	362,864.53
<b>Streetlights Fund: LED Proj Loan, PG&amp;E</b>				96,012.95	94,357.55	4,966.20	19,564.80	69,526.55
	0.0%		I			-	-	-
Total Principal				5,544,546.32	5,472,804.21	58,562.58	420,072.79	4,993,685.77
Total Interest						69,540.28	159,023.29	1,093,987.58
<b>Total</b>				<b>5,544,546.32</b>	<b>5,472,804.21</b>	<b>128,102.86</b>	<b>579,096.08</b>	<b>6,087,673.35</b>

**McKinleyville Community Services District**  
**Board Designated Reserve Balances**  
**As of March 31, 2015**



- Utility Accounts Receivable Turnover Days      As of March 31, 2015      14.9 Days
- YTD Breakeven Revenue, Water Fund: 1,435,242.45      - YTD Actual Water Sales: 2,097,137.59
- Days of Cash on Hand - Operations Checking Account      29.8 Days

**McKinleyville Community Services District**  
**Cash Disbursement Report**  
**For the Period March 1 through March 31, 2015**

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
<b>Accounts Payable Disbursements</b>						
29311	3/2/2015	*0036	AZALEA HALL DEPOSIT REFUND PW	100.00	B50226	AZALEA HALL DEPOSIT REFUND PW
29312	3/2/2015	*0037	KIDS CLUB AFTER SCHOOL REFUND CB	169.00	B50302	KIDS CLUB AFTER SCHOOL REFUND CB
29313	3/2/2015	AJI01	HAIDER AJINA	90.00	B50226	CONTRACT FUTSAL REFEREE PMT
29314	3/2/2015	BRU04	REBECCA J. BRUINEKOOL	1,438.12	B50226	CONTRACTED INSTRUCTOR PAYMENT
29315	3/2/2015	COR07	JOHN W. CORBETT	125.00	B50227	BOARD MTG ON 2/4/15
29316	3/2/2015	COU09	DAVID R. COUCH	125.00	B50227	BOARD MTG ON 2/4/15
29317	3/2/2015	EDW01	HELEN L. EDWARDS	125.00	B50227	BOARD MTG ON 2/4/15
29318	3/2/2015	MAY02	DENNIS MAYO	125.00	B50227	BOARD MTG ON 2/4/15
29319	3/2/2015	MAY03	DENNIS MAYO	92.00	B50209	FEDERAL LEGISLATIVE COMMITTEE MTG
29320	3/2/2015	NEC01	NEC FINANCIAL SERVICES, LLC	373.92	1783997	PHONE SYSTEM
29321	3/2/2015	NOR35	NORTHERN HUMBOLDT EMPLOYMENT SVCS	692.25	B50227	OPEN SPACE & P. PARK MAINT
29322	3/2/2015	RES05	RESERVE ACCOUNT	1,500.00	B50227	REFILL POSTAGE METER
29323	3/2/2015	USB01	U.S. BANK TRUST N.A.	7,395.83	B50227	SEWER BOND PAYMENT
29324	3/2/2015	USP02	USPS: ARCATA BMEU	1,500.00	B50227	REFILL PERMIT 202 BULK MAIL
29325	3/2/2015	\B022	MQ CUSTOMER REFUND FOR BR	48.69	000B50301	MQ CUSTOMER REFUND FOR BR
29326	3/2/2015	\C004	MQ CUSTOMER REFUND FOR CL	43.90	000B50301	MQ CUSTOMER REFUND FOR CL

**McKinleyville Community Services District**  
**Cash Disbursement Report**  
**For the Period March 1 through March 31, 2015**

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
29327	3/2/2015	\D005	MQ CUSTOMER REFUND FOR DE	52.64	000B50301	MQ CUSTOMER REFUND FOR DE
29328	3/2/2015	\D007	MQ CUSTOMER REFUND FOR DO	72.70	000B50301	MQ CUSTOMER REFUND FOR DO
29329	3/2/2015	\E008	MQ CUSTOMER REFUND FOR EL	18.80	000B50301	MQ CUSTOMER REFUND FOR EL
29330	3/2/2015	\F020	MQ CUSTOMER REFUND FOR FA	68.76	000B50301	MQ CUSTOMER REFUND FOR FA
29331	3/2/2015	\G010	MQ CUSTOMER REFUND FOR GI	14.58	000B50301	MQ CUSTOMER REFUND FOR GI
29332	3/2/2015	\H023	MQ CUSTOMER REFUND FOR HA	12.11	000B50301	MQ CUSTOMER REFUND FOR HA
29333	3/2/2015	\H024	MQ CUSTOMER REFUND FOR HA	60.00	000B50301	MQ CUSTOMER REFUND FOR HA
29334	3/2/2015	\H027	MQ CUSTOMER REFUND FOR HE	60.97	000B50301	MQ CUSTOMER REFUND FOR HE
29335	3/2/2015	\H028	MQ CUSTOMER REFUND FOR HO	276.85	000B50301	MQ CUSTOMER REFUND FOR HO
29336	3/2/2015	\K002	MQ CUSTOMER REFUND FOR KR	21.42	000B50301	MQ CUSTOMER REFUND FOR KR
29337	3/2/2015	\L020	MQ CUSTOMER REFUND FOR LA	72.81	000B50301	MQ CUSTOMER REFUND FOR LA
29338	3/2/2015	\L021	MQ CUSTOMER REFUND FOR LY	21.16	000B50301	MQ CUSTOMER REFUND FOR LY
29339	3/2/2015	\M012	MQ CUSTOMER REFUND FOR MC	34.81	000B50301	MQ CUSTOMER REFUND FOR MC
29340	3/2/2015	\R019	MQ CUSTOMER REFUND FOR RE	58.66	000B50301	MQ CUSTOMER REFUND FOR RE
29341	3/2/2015	\R023	MQ CUSTOMER REFUND FOR RE	66.03	000B50301	MQ CUSTOMER REFUND FOR RE
29342	3/2/2015	\R024	MQ CUSTOMER REFUND FOR RO	47.15	000B50301	MQ CUSTOMER REFUND FOR RO
29343	3/9/2015	*0038	AZALEA HALL DEPOSIT REFUND MP	100.00	B50309	AZALEA HALL DEPOSIT REFUND MP
29344	3/9/2015	ACW01	CB&T/ACWA-JPIA	9,131.62	B50304	GROUP HEALTH INSURANCE

**McKinleyville Community Services District**  
**Cash Disbursement Report**  
**For the Period March 1 through March 31, 2015**

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
29345	3/9/2015	ARC02	Arcata Stationers	25.96	B50304	OFFICE SUPPLIES
29346	3/9/2015	COA01	COASTAL BUSINESS SYSTEMS	340.50	16575766	MONTHLY PAYMENT COPIER
29347	3/9/2015	COR01	CORBIN WILLITS SYSTEMS, INC	858.42	B50215	MOMS SOFTWARE MONTHLY PAYMENT
29348	3/9/2015	CSD01	CSDA	195.00	B50306	TRAINING/ CERTIFICATION
29349	3/9/2015	DEL02	DELFINO, MADDEN, O'MALLEY	910.00	2512	LEGAL SERVICES
29350	3/9/2015	EUR06	EUREKA READY MIX	70.47	40600	PIERSON PARK AWNING
29351	3/9/2015	FRE02	MICHAEL FREEMAN	42.99	B50305	SAFETY ALLOTMENT REIMB
29352	3/9/2015	FRI05	LESLEY FRISBEE	60.97	B50305	REC PROGRAM SUPPLIES REIMB
29353	3/9/2015	HAR13	The Hartford - Priority A	396.68	B50305	GROUP LIFE INSURANCE
29354	3/9/2015	HEN03	JAMES G. HENRY	114.68	B50302	TRAINING CERTIFICATE REIMB
29355	3/9/2015	HUM01	HUMBOLDT BAY MUNICIPAL WATER DISTR	65,297.95	B50302	WATER PURCHASED IN FEB 2015
29356	3/9/2015	HUM08	HUMBOLDT SANITATION	979.50	B50304	TRASH SERVICE
29357	3/9/2015	HUM17	HUMBOLDT COUNTY DEPT.	305.35	B50302	ANNUAL HAZMAT FEES
29358	3/9/2015	IND01	INDEPENDENT BUS. FORMS	331.71	29655	OFFICE SUPPLIES
29359	3/9/2015	LDA01	LDA PARTNERS	1,890.00	25/635-1-	TEEN CENTER PLAN CHECKING
29360	3/9/2015	MAN03	MANDELL MUNICIPAL COUNSELLING	141.00	B50304	LEGAL SERVICES
29361	3/9/2015	MCK03	MCKINLEYVILLE OFFICE SUPPLY	4.84	47684	REPAIR/SUPPLIES



**McKinleyville Community Services District**  
**Cash Disbursement Report**  
**For the Period March 1 through March 31, 2015**

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
29362	3/9/2015	MCK04	MCK ACE HARDWARE	486.59	B50304	PARKS AWNING/REPAIRS/SUPPLIES
29363	3/9/2015	MEN01	MENDES SUPPLY CO.	898.31	B50304	JANITORIAL SUPPLIES FOR FEB 2015
29364	3/9/2015	MIL01	Miller Farms Nursery	1,410.01	B50304	REPAIRS/SUPPLY
29365	3/9/2015	NOR35	NORTHERN HUMBOLDT EMPLOYMENT SVCS	627.65	ES15-132	OPEN SPACE & P. PARK MAINT
29366	3/9/2015	OSC01	OSCAR LARSON & ASSOCIATES	1,396.95	8151	EMERGENCY WATER LINE CROSSING
29367	3/9/2015	PGE01	PG & E (Office & Field)	13,286.61	B50306	GAS & ELECTRIC
29368	3/9/2015	PRE08	PRECISION INTERMEDIA	23.75	15-371	PROFESSIONAL SERVICES
29369	3/9/2015	REN01	RENNER PETROLEUM	2,136.78	B50305	FUEL FOR FEB 2015
29370	3/9/2015	SAF04	SAFEWAY INC. FILE # 72905	23.39	B50306	OFFICE SUPPLIES
29371	3/9/2015	SEH01	JASON SEHON	234.00	B50304	ANNUAL CPRS CONFERENCE
29372	3/9/2015	SHN01	SHN ENGINEERING	723.75	84600	PROFESSIONAL SERVICES
29373	3/9/2015	STA01	STATEWIDE TRAFFIC	484.68	9000121	SAFETY SUPPLIES
29374	3/9/2015	SUD01	SUDDENLINK	134.95	B50306	INTERNET SERVICES
29375	3/9/2015	THO02	Thomas Home Center	502.25	B50309	REPAIRS/SUPPLY/ PIERSON PARK
29376	3/9/2015	UMP03	UMPQUA BANK--VISA	236.73	FEB-01	OFFICE SUPPLIES/ TRAINING
				977.80	FEB-02	TRAVEL/MEALS
				166.41	FEB-03	REC PROGRAM SUPPLIES/ OFFC SUPPL
				2,726.09	FEB-04	TRAINING/ TRAVEL/ MEALS
				36.18	FEB-05	OFFICE SUPPLIES
Check Total:				<u>4,143.21</u>		

**McKinleyville Community Services District**  
**Cash Disbursement Report**  
**For the Period March 1 through March 31, 2015**

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
29377	3/9/2015	VER01	VERIZON WIRELESS	126.21	B50309	CELL PHONES FOR FEB 2015
29378	3/9/2015	WEN02	WENNERHOLM CHIROPRACTIC	75.00	B50309	DMV PHYSICALS
29379	3/9/2015	WES13	WESTERN WEB	1,131.04	15275	NEWSLETTER PRINTING
29380	3/9/2015	WIL09	WILLDAN FINANCIAL SERVICE	9,010.00	010-26742	WWMF UPGRADE
29381	3/9/2015	\S037	REISSUE OF CHECK SS	31.94	B50303	REISSUE OF CHECK SS
29382	3/16/2015	*0039	AZALEA HALL DEPOSIT REFUND JB	100.00	B50311	AZALEA HALL DEPOSIT REFUND JB
29383	3/16/2015	*0040	AZALEA HALL DEPOSIT REFUND NC	100.00	B50311	AZALEA HALL DEPOSIT REFUND NC
29384	3/16/2015	*0041	YOUTH BASKETBALL PROGRAM KM	65.00	B50316	YOUTH BASKETBALL PROGRAM KM
29385	3/16/2015	*0042	AZALEA HALL DEPOSIT REFUND JS	100.00	B50316	AZALEA HALL DEPOSIT REFUND JS
29386	3/16/2015	*0043	AZALEA HALL DEPOSIT REFUND MS	100.00	B50316	AZALEA HALL DEPOSIT REFUND MS
29387	3/16/2015	*0044	AZALEA HALL DEPOSIT REFUND TD	100.00	B50316	AZALEA HALL DEPOSIT REFUND TD
29388	3/16/2015	ACW02	ASSOC. OF CALIFORNIA WATER AGENCIES	245.00	INV001538	TRAINING/CERT
29389	3/16/2015	AIR01	AIRGAS USA, LLC.	143.01	903663290	REPAIRS/ SUPPLIES
29390	3/16/2015	APP01	APPLIED INDUST. TECH.	140.09	700453155	REPAIRS/ SUPPLIES
29391	3/16/2015	ATT01	AT&T	122.77	B50316	PHONE SERVICES
29392	3/16/2015	BOR01	BORGES & MAHONEY CO.	1,615.32	136309	LAB TESTING SUPPLIES
29393	3/16/2015	CAM01	CAMPTON ELECTRIC SUPPLY	1,729.84	409191	REPAIRS/SUPPLY
				468.45	419088	REPAIRS/SUPPLY
			Check Total:	<u>2,198.29</u>		

**McKinleyville Community Services District**  
**Cash Disbursement Report**  
**For the Period March 1 through March 31, 2015**

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
29394	3/16/2015	CAP04	MERIT CAPE	26.00	B50311	CONTRACT INSTRUCTOR PAYMENT
29395	3/16/2015	COA01	COASTAL BUSINESS SYSTEMS	907.83	16650853	SHARP MONTHLY PAYMENT
29396	3/16/2015	CRO03	CROWN TROPHY PETALUMA	20.57	21247	REC PROGRAM SUPPLIES
29397	3/16/2015	DEP05	DEPARTMENT OF JUSTICE	64.00	B50306	REC PROGRAM FINGERPRINTING
29398	3/16/2015	HAC01	HACH COMPANY	491.97	9227082	LAB TESTING SUPPLIES
29399	3/16/2015	HAR03	HARVEY M. HARPER CO.	74.12	B50306	VEHICLE REPAIRS
29400	3/16/2015	HEL01	KEVIN HELD	375.00	B50311	DJ FOR JR HIGH DANCE
29401	3/16/2015	HEN01	HENSELL MATERIALS INC.	633.03	503039	P. PARK PAVILLION
29402	3/16/2015	HIG01	HIGH YIELD IND. PRODUCTS	169.07	172555	REPAIRS/ SUPPLIES
29403	3/16/2015	IND02	Industrial Electric Serv	1,983.54	B50304	REPAIRS/SUPPLIES/P. PARK
29404	3/16/2015	JAC04	JACKSON & EKLUND, INC.	283.00	181832	PROFESSIONAL SERVICES
29405	3/16/2015	KEN02	KENNEDY/JENKS CONSULTANTS	33,371.67	89922	WWMF UPGRADE
29406	3/16/2015	LES01	LES SCHWAB TIRE CENTER	34.64	B50304	REPAIRS/ SUPPLIES
				409.09	B50306	REPAIRS/ SUPPLIES
			Check Total:	<u>443.73</u>		
29407	3/16/2015	MIT01	Mitchell, Brisso, Delaney	1,209.00	35870	LEGAL SERVICES
29408	3/16/2015	NOR01	NORTH COAST LABORATORIES	2,361.00	B50304	LAB TESTS
29409	3/16/2015	NOR13	NOR. CALIFORNIA SAFETY CONSORTIUM	80.00	B50311	SAFETY TRAINING

**McKinleyville Community Services District**  
**Cash Disbursement Report**  
**For the Period March 1 through March 31, 2015**

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
29410	3/16/2015	NOR35	NORTHERN HUMBOLDT EMPLOYMENT SVCS	621.07	B50311	P. PARK/ CENTRAL AVE MAINT
29411	3/16/2015	NOR36	NORTH COAST PARTS & SUPPLIES	115.38	B50305	REPAIRS/ SUPPLIES
29412	3/16/2015	NYL01	NYLEX.NET	83.68	76445	PROFESSIONAL SERVICES
29413	3/16/2015	ORE01	O'REILLY AUTOMOTIVE, INC.	39.80	B50311	REPAIRS/SUPPLY
29414	3/16/2015	PAT01	GAYLE PATRICE	35.10	B50316	CONTRACT INSTRUCTOR PAYMENT
29415	3/16/2015	RES03	RESTIF CLEANING SERVICE	462.00	63147	OFFICE MAINTENANCE
29416	3/16/2015	SDR01	SDRMA	6,896.00	50290	WORKERS COMP PAYMENT
29417	3/16/2015	SEQ01	Sequoia Gas Co.	17.24	43051	HILLER SPORTS SITE
29418	3/16/2015	SIE01	SIERRA FOOTHILL LAB, INC.	1,380.00	142691	LAB TESTING
29419	3/16/2015	SIE02	SIERRA CHEMICAL CO.	2,014.88	B50306	CHLORINE/DEPOSIT & RETURN
29420	3/16/2015	STA08	SWRCB ACCOUNTING OFFICE	27,906.34	B50204	SRF LOAN PAYMENT
29421	3/16/2015	STA11	STAPLES CREDIT PLAN	509.32	B50316	OFFICE SUPPLIES
29422	3/16/2015	THR01	THRIFTY SUPPLY COMPANY	439.49	1377812	REPAIRS/ SUPPLIES
29423	3/16/2015	THR02	THREE G'S HAY & GRAIN	111.95	112930	GOAT SUPPLIES/ MAINTENANCE
29424	3/16/2015	UPS01	UPS	216.98	B50316	LAB SHIPMENT
29425	3/23/2015	*0045	KIDS CLUB REFUND JG	286.00	B50319	KIDS CLUB REFUND JG
29426	3/23/2015	*0046	EVENT HOST REFUND-AZALEA HALL EB	125.00	B50319	EVENT HOST REFUND-AZALEA HALL EB
29427	3/23/2015	AJI01	HAIDER AJINA	135.00	B50319	CONTRACTED INSTRUCTOR PAYMENT

**McKinleyville Community Services District**  
**Cash Disbursement Report**  
**For the Period March 1 through March 31, 2015**

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
29428	3/23/2015	COA04	COASTAL TREE SERVICE	1,360.00	533	REPAIRS/ SUPPLIES
29429	3/23/2015	COU02	HUMBOLDT COUNTY ASSESSOR	11.00	B50323	MEASURE B MAPS
29430	3/23/2015	CRO03	CROWN TROPHY PETALUMA	61.70	21158	REPLACEMENT AWARD
29431	3/23/2015	CWE02	CALIFORNIA WATER ENVIRONMENT ASSOC	156.00	B50302	MEMBERSHIP RENEWAL
29432	3/23/2015	DIL01	DILLING MACHINE WORKS	80.00	757096	REPAIRS/SUPPLY
29433	3/23/2015	IBS01	IBS OF THE REDWOODS	153.94	11526	REPAIRS/ SUPPLIES
29434	3/23/2015	MAY03	DENNIS MAYO	92.00	3	ACWA BOARD OF DIRECTORS MTG
29435	3/23/2015	MIL04	JESSE MILES	41.53	B50319	REC PROGRAM SUPPLIES
29436	3/23/2015	NOR03	NOR. COAST VETERINARY HOSPITAL	125.00	8322	GOAT TREATMENT/MAINTENANCE
29437	3/23/2015	PAC05	PACIFIC ECORISK	1,324.00	10643	LAB TESTING
29438	3/23/2015	PAR06	PARCEL QUEST	1,199.00	55892	SUBSCRIPTION RENEWAL
29439	3/23/2015	PIT01	PITNEY BOWES	374.07	B50323	POSTAGE METER LEASE PAYMENT
29440	3/23/2015	STA08	SWRCB ACCOUNTING OFFICE	40,920.10	B50302	SRF LOAN PAYMENT
29441	3/23/2015	STO06	P. KYLE STONE	114.68	B50320	TRAINING CERTIFICATION REIMB
29442	3/23/2015	THO01	THOMAS & ASSOCIATES	5.51	28064	REPAIRS/SUPPLIES
29443	3/23/2015	USP02	USPS: ARCATA BMEU	1,500.00	B50323	REFILL PERMIT 202 BULK MAIL
29444	3/23/2015	WIL09	WILLDAN FINANCIAL SERVICE	4,476.17	26154	RATE STUDY, MEASURE B

**McKinleyville Community Services District**  
**Cash Disbursement Report**  
**For the Period March 1 through March 31, 2015**

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
29445	3/27/2015	ADV04	ADVANCED DISPLAY AND SIGN	66.25	B50327	P.PARK PAVILLION
29446	3/27/2015	AIR01	AIRGAS USA, LLC.	116.37	B50327	P. PARK PAVILLION
29447	3/27/2015	BAY03	BAY TANK AND BOILER WORKS	28.73	B50327	P.PARK PAVILLION
29448	3/27/2015	BEL07	BELL'S HEATING	1,240.00	B50327	P. PARK PAVILLION
29449	3/27/2015	FOR01	FORTUNA IRON	582.28	B50327	P. PARK PAVILLION
29450	3/27/2015	HEN01	HENSELL MATERIALS INC.	364.10	B50327	P. PARK PAVILLION
29451	3/27/2015	HUM26	HUMBOLDT FASTENERS	94.18	B50327	P. PARK PAVILLION
29452	3/27/2015	MCK04	MCK ACE HARDWARE	468.38	B50327	P. PARK PAVILLION
29453	3/27/2015	MIL01	Miller Farms Nursery	-	B50327u	Ck# 029453 Reversed
29454	3/27/2015	MIL03	THE MILL YARD	104.22	B50327	P. PARK PAVILLION
29455	3/27/2015	O&M01	O & M INDUSTRIES	-	B50327u	Ck# 029455 Reversed
29456	3/27/2015	THO02	Thomas Home Center	191.74	B50327	P. PARK PAVILLION
29457	3/30/2015	WBC01	WBCO ELECTRIC SERVICE CO.	128.73	91710P	P. PARK PAVILLION
29458	3/30/2015	O&M01	O & M INDUSTRIES	1,510.09	B50330P	P. PARK PAVILLION
29459	3/30/2015	MIL03	THE MILL YARD	274.03	B50330P	P.PARK PAVILLION
29460	3/30/2015	MIL01	Miller Farms Nursery	39.19	B50330P	P.PARK PAVILLION
29461	3/31/2015	*0047	AZALEA HALL DEPOSIT REFUND SA	100.00	B50325	AZALEA HALL DEPOSIT REFUND SA
29462	3/31/2015	*0048	AZALEA HALL DEPOSIT REFUND BF	100.00	B50325	AZALEA HALL DEPOSIT REFUND BF

**McKinleyville Community Services District**  
**Cash Disbursement Report**  
**For the Period March 1 through March 31, 2015**

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
29463	3/31/2015	*0049	AZALEA HALL DEPOSIT REFUND SD	100.00	B50326	AZALEA HALL DEPOSIT REFUND SD
29464	3/31/2015	*0050	AZALEA HALL DEPOSIT REFUND BB	100.00	B50331	AZALEA HALL DEPOSIT REFUND BB
29465	3/31/2015	*0051	AZALEA HALL DEPOSIT REFUND LM	100.00	B50331	AZALEA HALL DEPOSIT REFUND LM
29466	3/31/2015	DEL02	DELFINO, MADDEN, O'MALLEY	2,010.00	3012	LEGAL SERVICES
29467	3/31/2015	ESR01	E.S.R.I. INC.	726.25	92947060	SOFTWARE MAINTENANCE RENEWAL
29468	3/31/2015	IND02	Industrial Electric Serv	64.83	15036	REPAIRS/SUPPLY
29469	3/31/2015	MCS01	MCSD C/O HUMBOLDT COUNTY	23,848.56	B50325	REVENUE RECOVERY SURCHARGE
29470	3/31/2015	PGE02	PACIFIC GAS & ELECTRIC	2,918.05	B50325	STREET LIGHTS FOR MARCH 2015
29471	3/31/2015	RES05	RESERVE ACCOUNT	1,500.00	B50325	POSTAGE METER REFILL
29472	3/31/2015	SEC03	SECURITY LOCK & ALARM	369.18	B50325	REPAIRS/SUPPLIES
29473	3/31/2015	THR02	THREE G'S HAY & GRAIN	57.20	B50325	GOAT MAINTENANCE AND SUPPLIES
29474	3/31/2015	UPS01	UPS	169.37	B50325	LAB SHIPMENT
				311,272.54		
<b>Total Disbursements, Accounts Payable:</b>				<b>311,272.54</b>		

**Payroll Related Disbursements**

12611-12643	3/9/2015	Various Employees	16,284.96		Payroll Checks
12644	3/9/2015	CALPERS 457 Plan	4,990.94	B50220A	RETIREMENT
			311.35	1B50220A	PERS 457 LOAN PMT

**McKinleyville Community Services District**  
**Cash Disbursement Report**  
**For the Period March 1 through March 31, 2015**

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
Check Total:				5,302.29		
12645	3/9/2015	DIR01	DIRECT DEPOSIT VENDOR- US	25,377.61	B50220A	Direct Deposit
12646	3/9/2015	EMP01	Employment Development	-	4B50220	STATE INCOME TAX
				13.70	5B50220	SDI
				1,425.08	6B50220	STATE INCOME TAX
				510.28	7B50220	SDI
Check Total:				1,949.06		
12647	3/9/2015	HUM29	UMPQUA BANK--PAYROLL DEP.	-	6B50220	FEDERAL INCOME TAX
				188.72	7B50220	FICA
				44.14	8B50220	MEDICARE
				4,694.34	9B50220	FEDERAL INCOME TAX
				7,022.84	10B50220	FICA
				1,642.46	11B50220	MEDICARE
Check Total:				13,592.50		
12648	3/9/2015	ACW01	CB&T/ACWA-JPIA	49,181.20	B50228	MED & DENTAL INSUR
12649	3/9/2015	AFL01	AFLAC	43.30	B50228	AFLAC (PRE-TAX)
12650	3/9/2015	PUB01	Public Employees PERS	17,304.14	B50228	PERS PAYROLL REMITTANCE
12651-12653	3/16/2015		Employees	4,711.15		Accrual Buyout & Payroll Checks
12654-12687	3/24/2015		Various Employees	16,878.27		Payroll Checks
12688	3/24/2015	CAL12	CalPERS 457 Plan	196.51	B50313	RETIREMENT
				4,796.77	B50323	RETIREMENT
				108.91	1B50313	RETIREMENT
				311.35	1B50323	PERS 457 LOAN PMT
Check Total:				5,413.54		
12689	3/24/2015	DIR01	DIRECT DEPOSIT VENDOR- US	22,998.57	B50323	Direct Deposit



**McKinleyville Community Services District**  
**Cash Disbursement Report**  
**For the Period March 1 through March 31, 2015**

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
12690	3/24/2015	EMP01	Employment Development	185.47	B50313	STATE INCOME TAX
				1,281.20	B50323	STATE INCOME TAX
				28.95	1B50313	SDI
				491.08	1B50323	SDI
				2.67	3B50313	SDI
				227.84	4B50313	STATE INCOME TAX
				31.07	5B50313	SDI
			Check Total:	<u>2,248.28</u>		
12691	3/24/2015	HUM29	UMPQUA BANK--PAYROLL DEP.	222.13	B50313	FEDERAL INCOME TAX
				4,911.97	B50323	FEDERAL INCOME TAX
				398.92	1B50313	FICA
				6,777.06	1B50323	FICA
				93.30	2B50313	MEDICARE
				1,584.92	2B50323	MEDICARE
				36.82	4B50313	FICA
				8.62	5B50313	MEDICARE
				863.04	6B50313	FEDERAL INCOME TAX
				428.06	7B50313	FICA
				100.12	8B50313	MEDICARE
			Check Total:	<u>15,424.96</u>		
			<b>Total Disbursements, Payroll:</b>	<u><b>196,709.83</b></u>		
			<b>Total Check Disbursements:</b>	<b>507,982.37</b>		

# McKinleyville Community Services District

## BOARD OF DIRECTORS

May 13, 2015

TYPE OF ITEM: **ACTION**

---

**ITEM: D.4**                      **Consider Approval of a Facilities Extension Agreement for Ocean West Mobile Home Park Sewer Mainline Realignment**

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

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

### **Recommendation:**

Approve the Facilities Extension Agreement for the Ocean West Mobile Home Park Sewer Mainline Realignment. All facilities in the Subdivision will be dedicated to the District, if constructed, and they pass inspection, in accordance to the District Rules and Regulations.

### **Discussion:**

Swanlund Properties has obtained permits and is ready to start construction on a sewer mainline realignment. This is located in the Ocean West Mobile Home Park. The sewer main will require realignment due to an easement encroachment.

The Applicant has completed the application that requires Board approval. All deposits and fees were waved to offset the capitol contribution since this was existing infrastructure of 97 feet of 12 inch sewer main.

### **Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

### **Fiscal Analysis:**

The Applicant will plan and construct the facilities and dedicate these to the District when completed and approved by the District.

### **Environmental Requirements:**

Not applicable

### **Exhibits/Attachments:**

- Attachment 1- Application for Extension of Water Sewer, Streetlights Trails and Open Space
- Attachment 2- Sewer Mainline plan drawings

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT  
APPLICATION FOR EXTENSION OF WATER/SEWER/STREET LIGHTING  
AND/OR OPEN SPACE MAINTENANCE SERVICE  
FOR THE OCEAN WEST MOBILE HOME PARK

DATE: **May 6, 2015**

#1 **Purpose of Proposed Extension:** Sewer Mainline Realignment and Modification of Existing Easement

				STREET		OPEN		FIRE	
WATER:	NO	SEWER:	YES	LIGHTING:	NO	SPACE:	NO	SERVICE	NO

MAP OF PROPOSED MAIN EXTENSION AND FINAL ENVIRONMENTAL DOCUMENT MUST ACCOMPANY THIS APPLICATION; **PREVIOUSLY PROVIDED BY OWNER**

Assessors Parcel No. 510-171-040 Parcel Address: OCEAN WEST MOBILE HOME PARK

REMARKS: I do hereby agree to comply with the applicable provisions of the Rules and Regulations and the Standard Specifications of the McKinleyville Community Services District, copies of which are available upon request.

Signature of Owner: \_\_\_\_\_  
Print Name: Don Smith

Address: 1090 Murray Road, McKinleyville, CA 95519

Phone: (Home) \_\_\_\_\_ (Work) \_\_\_\_\_

Name of Agent: (Please Print) \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

#2 **Report:**

Length of Extension Required:

Sewer: 97' of twelve inch sewer main

Remarks: Modification of existing Sewer Utility Easement by owner will be necessary to reflect realignment of new mainline and abandonment of existing mainline

**#3 Action by Board of Directors:**

Date: May 13, 2015 Granted:\_\_\_\_\_ Denied:\_\_\_\_\_

Amount to be paid by Applicant \$ WAIVED\_\_\_\_\_

Is refund agreement part of this application? Yes\_\_\_\_\_ No X\_\_\_\_\_

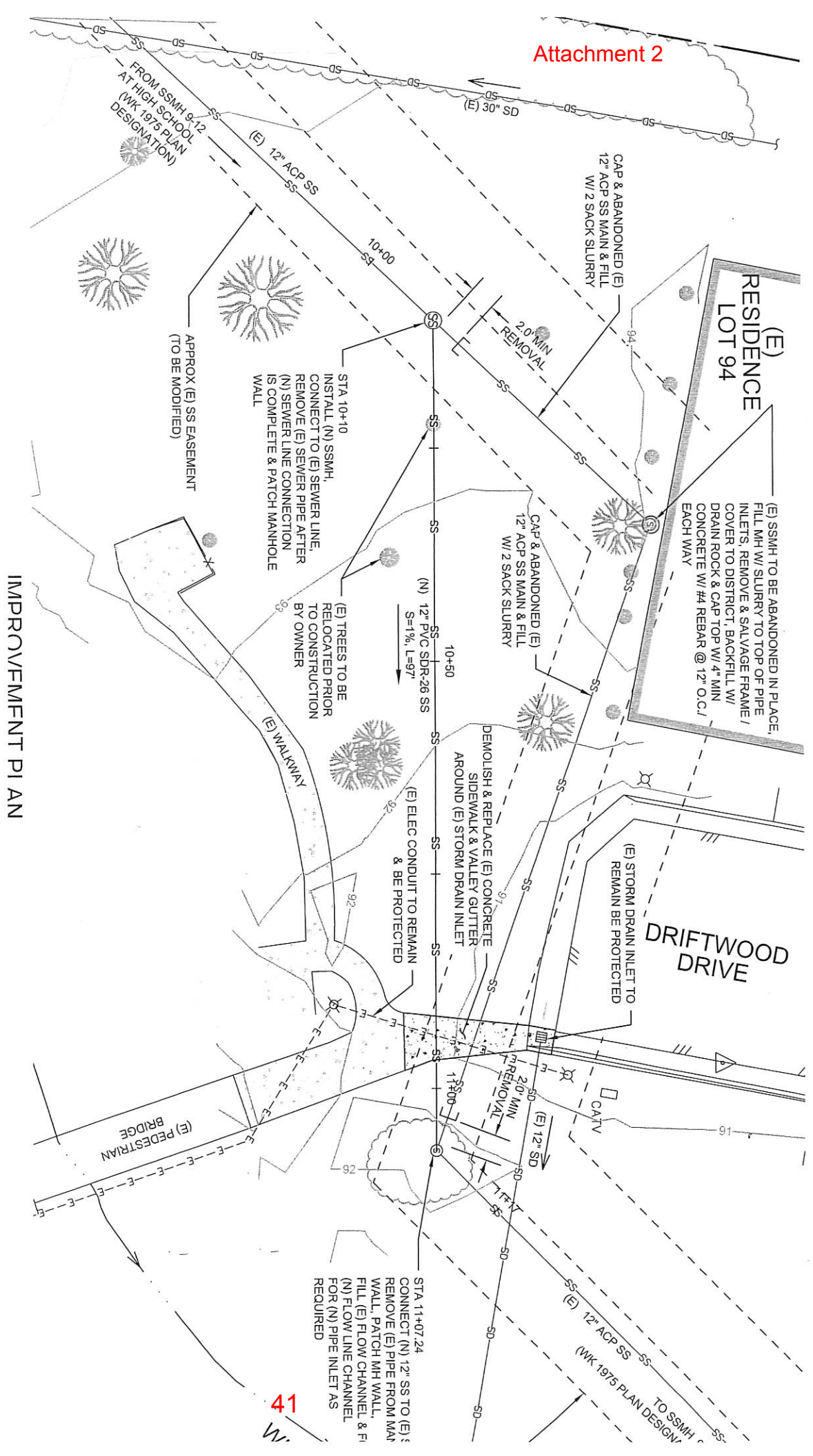
District Manager: Gregory Orsini\_\_\_\_\_

**#4** Date Deposit is Received:\_\_\_\_\_

**#5** Date Main Extension is started:\_\_\_\_\_

**#6** Date Main Extension is completed:\_\_\_\_\_

Remarks:\_\_\_\_\_



# McKinleyville Community Services District

## BOARD OF DIRECTORS

May 13, 2015

TYPE OF ITEM: **ACTION**

---

**ITEM: E.1**                      **Approve Resolution 2015-11 to Grant Access Easement to increase width for access to Arcata Fire Protection District Property**

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

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

### **Recommendation:**

Staff recommends the Board discuss, take public comment and approve Resolution 2015-11 Access Easement Deed.

### **Discussion:**

The Arcata Fire Protection District (AFPD) will be remodeling their McKinleyville Station in the coming months.

The improvement project will include updated sleeping quarters and administrative offices. Part of the proposed improvements will be the addition of a bay to house apparatus with drive through doors. The configuration will allow apparatus to enter from the east side of the building and exit onto Central Ave. through the west side.

Currently, a 20' wide right of way exists in Pierson Park on MCSD property east of the proposed project. The park right of way accesses Gwinn Road. At the AFPD property the right of way jogs to the east 6.76'. The first 72.3' of 20' right of way is too narrow to allow the apparatus to swing off of Gwinn to the north.

The AFPD is requesting that the MCSD Board deed another 6.76'x72.29' or 489 sq. ft. though an access easement for the sole purpose of creating an access road for a drive through to their apparatus bay. See Exhibit B of the Easement Description for visual reference.

### **Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

### **Fiscal Analysis:**

Not applicable

### **Environmental Requirements:**

Not applicable

### **Exhibits/Attachments:**

- Attachment 1 – Resolution 2015-11

**RESOLUTION 2015 - 11**

**A RESOLUTION AUTHORIZING THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT BOARD PRESIDENT TO GRANT AN ACCESS EASEMENT TO ARCATA FIRE PROTECTION DISTRICT FOR A 489 SQ. FT. PORTION OF PIERSON PARK**

**WHEREAS**, McKinleyville Community Services District is the owner of that real property commonly known as Pierson Park per Document 2014-19842-5, Humboldt County Records;

**WHEREAS**, the Arcata Fire Protection District of Humboldt County currently possesses a 20 foot wide easement over a portion of Pierson Park for access to their adjoining property per Document 1997-956-4;

**WHEREAS**, the configuration of said 20 foot wide easement makes it unworkable as access for the vehicles of the Arcata Fire Protection District;

**WHEREAS**, the Arcata Fire Protection District is currently working on plans for construction of new facilities on their property adjoining Pierson Park which require access along said easement;

**WHEREAS**, the McKinleyville Community Services District wishes to support the Arcata Fire Protection District in their efforts to upgrade and modernize their McKinleyville facilities;

**NOW, THEREFORE, BE IT RESOLVED** that the McKinleyville Community Services District hereby authorizes the President of the Board of Directors to grant the additional easement area shown in the legal description, Exhibit A, and plat, Exhibit B, to the Arcata Fire Protection District.

**ADOPTED, SIGNED AND APPROVED** at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on the 13<sup>th</sup> day of May, 2015 by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

John Corbett, Board President

Attest:

---

Becky Schuette, Board Secretary



## EASEMENT FOR INGRESS, EGRESS, AND PUBLIC UTILITIES

### FOR THE ARCATA FIRE PROTECTION DISTRICT OVER A PORTION OF PIERSON PARK

All that real property situated in Section 32, Township 7 North, Range 1 East, Humboldt Meridian, in the County of Humboldt, State of California more particularly described as follows:

COMMENCING at the intersection of the north line of Gwin Road, a non-County road, at the southwest corner of Parcel 3 of Parcel Map No. 231;

Thence continuing along said north line of Gwin Road 20 feet to the easterly edge of the 20 foot wide easement reserved by Ernest Pierson et.al. per Document 1991-22641-3;

Thence along the east line of said easement parallel with the west line of the aforementioned Parcel 3 North 0 degrees 34 minutes 30 seconds West 72.25 feet;

Thence continuing along said easement East 6.76 feet;

Thence parallel with the east line of said easement South 0 degrees 34 minutes 30 seconds East 72.29 feet, more or less, to the aforementioned north line of Gwin Road;

Thence west along said north line of Gwin Road 6.76 feet, more or less, to the Point of Beginning.

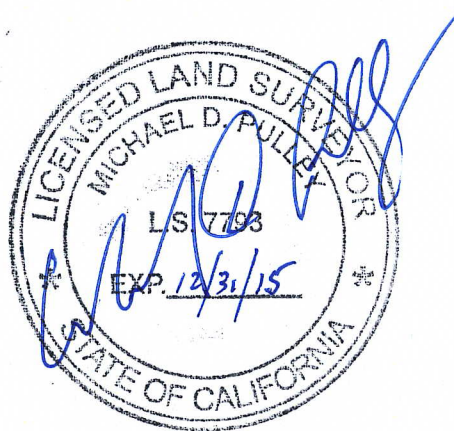
#### END OF DESCRIPTION

Prepared by:

Michael D. Pulley, PLS 7793

Description Dated: 4/30/15

Description Signed: 5/7/15





CENTRAL AVENUE

ARCATA FIRE PROTECTION  
DISTRICT  
1997-956-4

EXISTING 20 FOOT WIDE EASEMENT  
GRANTED TO AFPD PER  
1997-956-4, PARCEL THREE

MCSD  
2014-19842-5  
(PIERSON PARK)

PARCEL THREE  
PARCEL MAP NO. 231

INTERSECTION OF NORTH LINE  
OF GWIN ROAD WITH SW  
CORNER PARCEL 3, PM 321

EAST 6.76'

ADDITIONAL EASEMENT  
AREA TO BE GRANTED  
TO AFPD  
(489 SQ FT)  
(HATCHED)

(N0°34'30"W 72.12')

N0°34'30"W 72.25'

S0°34'30"E 72.29'

(20.00')

EAST 6.76'

GWIN ROAD

## EASEMENT EXHIBIT

for

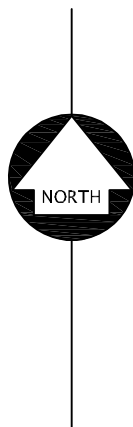
**Arcata Volunteer Fire Department**

SECTION 32, T7N, R1E,  
HUMBOLDT MERIDIAN

IN THE UNINCORPORATED AREA OF  
HUMBOLDT COUNTY, STATE OF CALIFORNIA  
MAY 2015

SCALE: 1" = 40'

SHEET 1 OF 1



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

# McKinleyville Community Services District

## BOARD OF DIRECTORS

May 13, 2015

TYPE OF ITEM: **INFORMATIONAL**

---

**ITEM: E.2**                      **Presentation by the Capstone Group**

**PRESENTED BY:**              **James Henry, Operations Director/Capstone Group**

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

### **Recommendation:**

Staff recommends that the Board participate in the presentation of information, air questions and receive comment from the public.

### **Discussion:**

Management was approached in February 2015 by the Capstone Group which is part of the Environmental Resources Engineering (ERE) program from the Humboldt State University Engineering Department. The Group was interested in working on some of the Districts upcoming projects. Since the District has several significant Capital projects planned for the coming Strategic Planning period, it was determined that this would be a good partnership to have information and concepts generated.

Three groups were formed taking on separate tasks; Renewable Energy Project, Constructed Wetlands Rehabilitation and Infrastructure Capital Improvement Plan. Upon request, each group was provided with the data and given site visits. The General Manager, along with the Operations Director, attended a kick off meeting in order to provide a brief history of the District, along with the District's needs. After the Groups finished with all research and findings, they invited the District back to present their findings and recommendations.

The mission of the ERE program at Humboldt State University is to prepare engineers to identify and solve complex environmental resource problems. The program strives to educate leaders who will sustain, restore and protect our natural resources and the environment. The Capstone Design Class culminates in the completion of the ERE design experience which is based on knowledge gained from previous coursework. The course is designed to require students to apply the engineering design process to develop a system, process or management plan, to solve a significant, open-ended ERE problem. All of the students in this semester's Capstone design class are graduating this spring from the ERE program, which means that they have completed all of their coursework and are eligible to work as engineers. The Capstone course allows the students to work on real world problems and apply the knowledge and skills they have learned during their tenure at HSU. This semester, Capstone students completed three projects for the MCSD; MCSD Capital Improvement Project, MCSD Wetland Rehabilitation and Management Plan, and MCSD WWTF

Renewable Energy System Project. The District was invited back one more time to hear the Groups final presentation.

**Alternatives:**

Not applicable

**Fiscal Analysis:**

Not applicable

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

- Attachment 1 – Renewable Energy Project
- Attachment 2 – Constructed Wetlands Rehabilitation
- Attachment 3 - Infrastructure Capital Improvement Plan

# Mckinleyville WWTF Renewable Energy Project

By: Renewable Energy Consultants (REC)

Matthew Bruder

Peter Seidel

Rachel Barry

Ryan Kaplan

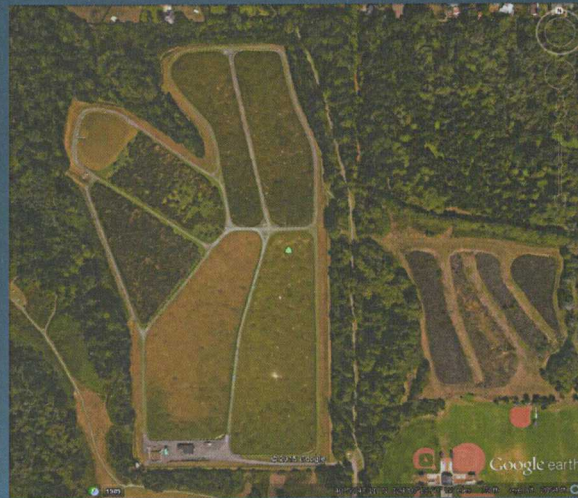
## Overview

- Project Scope
- Criteria & Constraints
- Alternatives
- Analysis of Alternatives
- Preferred Alternative



## Project Scope

Reduce the overall energy consumption (1.1 GW-hr) of the new WWTF by evaluating and designing cost-effective renewable energy systems.



## Constraints

- Laws/Regulations (local, county, regional, state, federal)
- Power Generation (>5%, <=100%)
- Resource/Technology Availability
- Space Requirements
- Mature Technology



## Criteria & Weights

Criteria	REC	MCSD	Updated
Net Present Value	7	7	7
Payback Period/ Expected Life	8	8	8
Dependability/Ease-of-Use	6	> 6	8
Maintenance Labor (hr/wk)	8	8	8
Ease of Implementation	5	5	5
Energy Offset	10	10	10

## Alternatives Passing Constraints

- Biomass Fuel Production
- Anaerobic Digestion and Methane Capture for CHP
- Solar Arrays
- Wind Turbines
- No Design Alternative
- Assumptions
  - Electricity cost: \$0.15/kWh
  - Interest Rate: 5%
  - Lifetime: 20 years



## Evaluation of Initial Alternatives

Criteria	Wind	Solar	Biomass	AD 20YR	AD 40YR	No Alternative
Net Present Value	-\$95,592	\$64,743	-\$364,806	-2,542,905	-\$2,405,052	\$0.00
Payback Period/ Expected Life	1.00	0.55	3.10	3.13	3.13	1.00
Dependability/Ease-of-Use	0.50	0.75	0.38	0.75	0.75	1.00
Maintenance Labor (hr/wk)	0.04	0.07	28	0.33	0.33	0.00
Ease of Implementation	0.71	0.43	1.14	1.29	1.29	0.100
Energy Offset	91%	99%	100%	31%	31%	0%

## Delphi Matrix

Weight	Wind	Solar	Biomass	AD 20YR	AD 40YR	No Alternative
7	-103.35	70.00	-394.43	-2749.39	-2600.34	0.00
8	44.12	80.00	14.23	14.10	13.76	44.12
8	40.00	60.00	30.00	5.44	5.44	80.00
8	18.20	12.13	0.03	24.46	24.46	80.00
5	7.00	11.67	4.38	3.89	3.89	50.00
10	90.44	99.62	100.00	30.58	30.58	0.00
<b>Total</b>	96.4	333.4	-245.8	-2701.5	-255.8	254.1





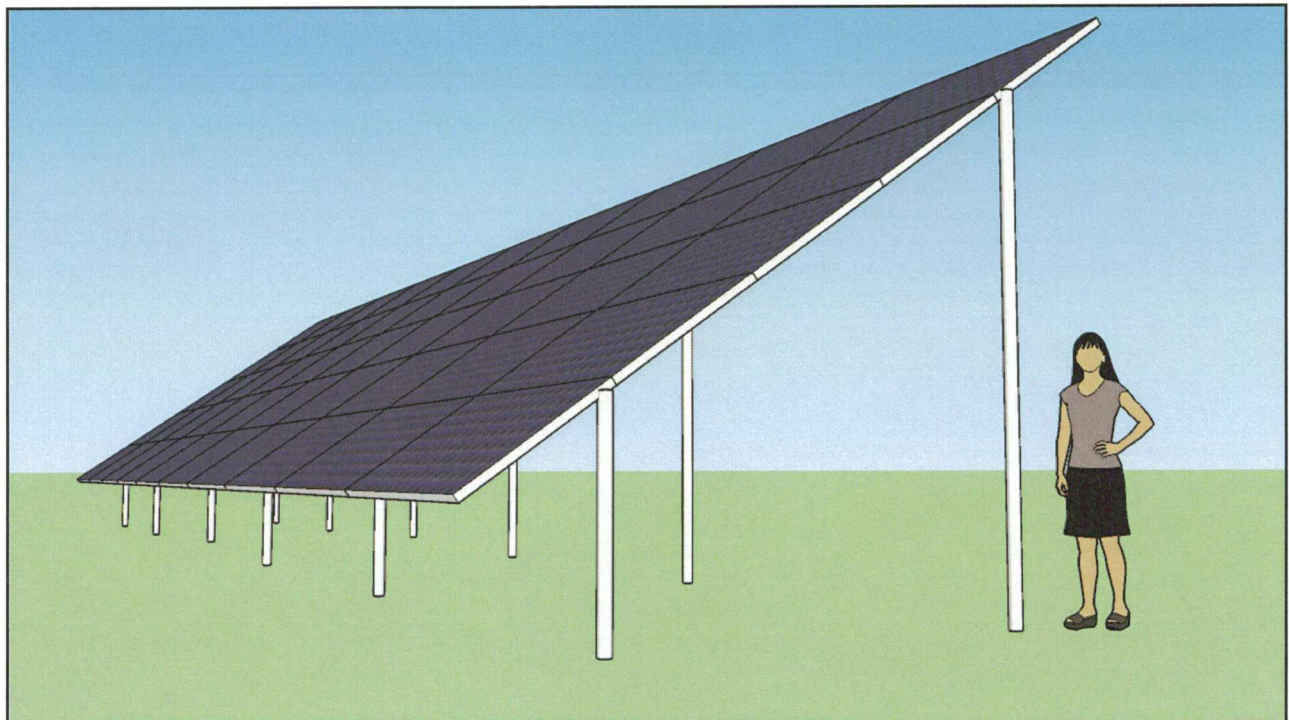
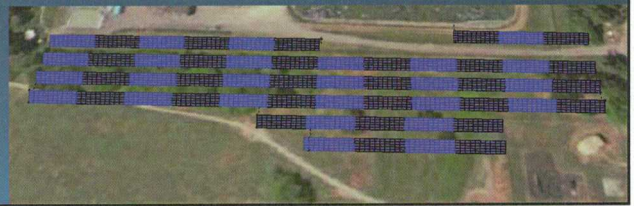
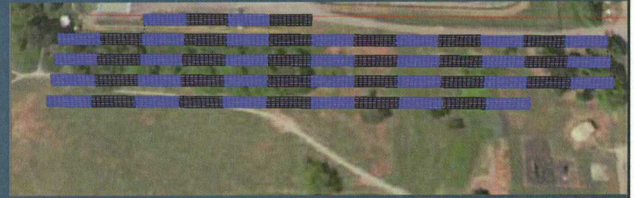
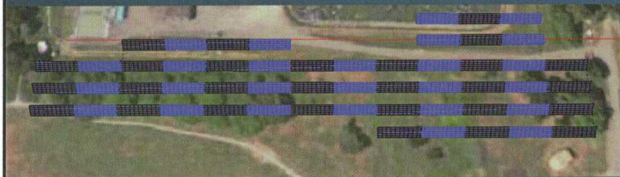
## Ground Mount Solar PV Panels



Or...



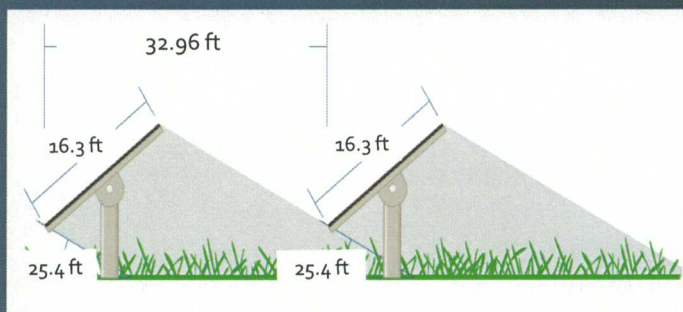
## Some more options





## System Design Specifications

- 840 kW ground mount system
- Area of 2.6 acres
- Solar shading distance 33.3ft
- Major components:
  - Iron Ridge PV Mounting System (54 arrays, 5x10 modules)
  - Eco Solargy Titan1000 310 W Panels (2700 units)
  - Chint 100 kW Inverters (8; 20 over project lifetime)



<http://www.rbisolar.com/solar-calculator/>



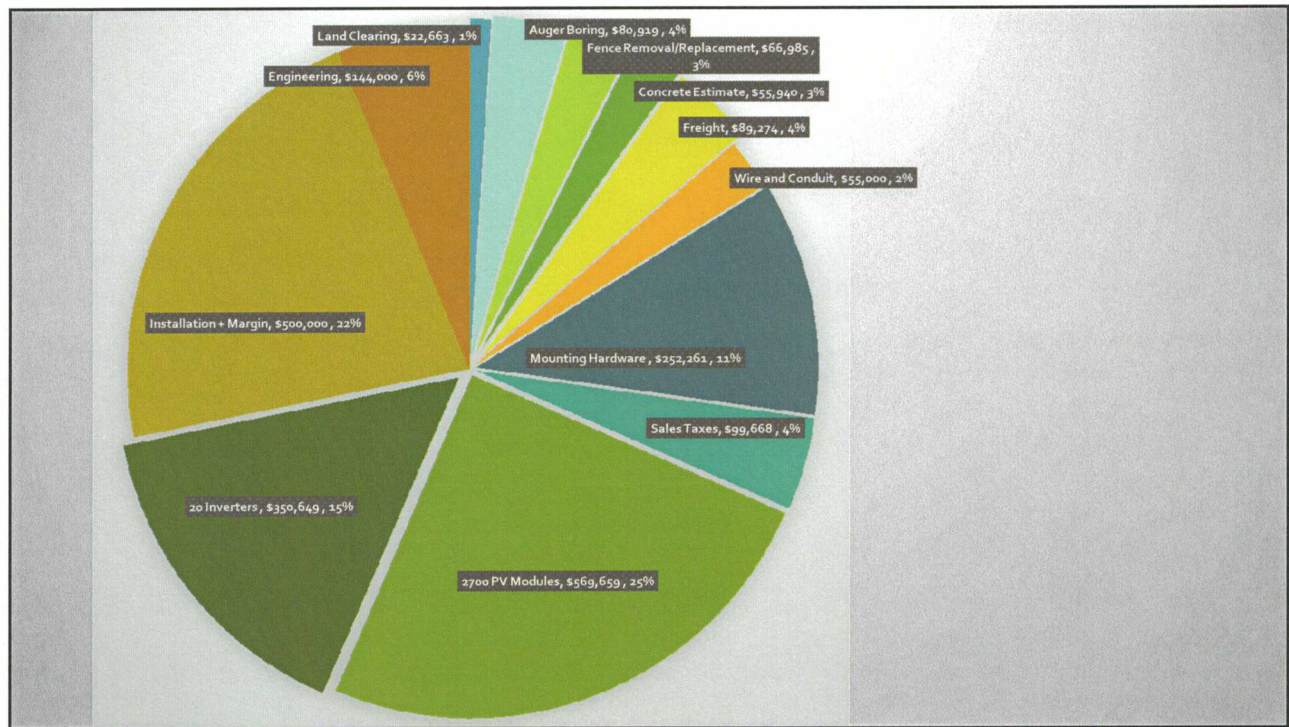
### Cost Inputs to NREL System Advisor Model (SAM)

Summary of Major Cost inputs	Value
Land Clearing	\$22,663
Auger Boring	\$80,919
Fence Removal/Replacement	\$66,985
Concrete Estimate	\$55,940
Freight (hardware, modules, inverters)	\$89,274
Wire and Conduit	\$55,000
Mounting Hardware (IronRidge)	\$252,261
Sales Taxes	\$99,668
PV Modules, EcoSolargy (2700)	\$569,659
20 Inverters (Chint Power Systems 100kW)	\$350,649
Installation and Margin	\$500,000
Engineering Consultation (that's us!)	\$144,000

### Additional Model Inputs

Description	Value
PV degradation Rate	0.65%/yr
AC and DC power losses	1% ; 4.93 %
Monthly soiling loss	2%
Analysis period	25 years
Inflation Rate; Real Discount Rate	2.5%; 5.5%
Nominal Discount Rate	8.14%
Sales Tax	8.5%
Insurance rate (annual, % installed cost)	0.5%
Net salvage value, end of analysis period	15% installed
Contingency, % of direct capital cost: 10% of \$1.97M	
100% borrowed for 25 years, 5% rate, principal: \$2.49M	
A-10 TOU Secondary Voltage PG&E rate schedule: \$140/Mo charge; \$0.0289/kWh year end sell rate	





## PV Design Performance

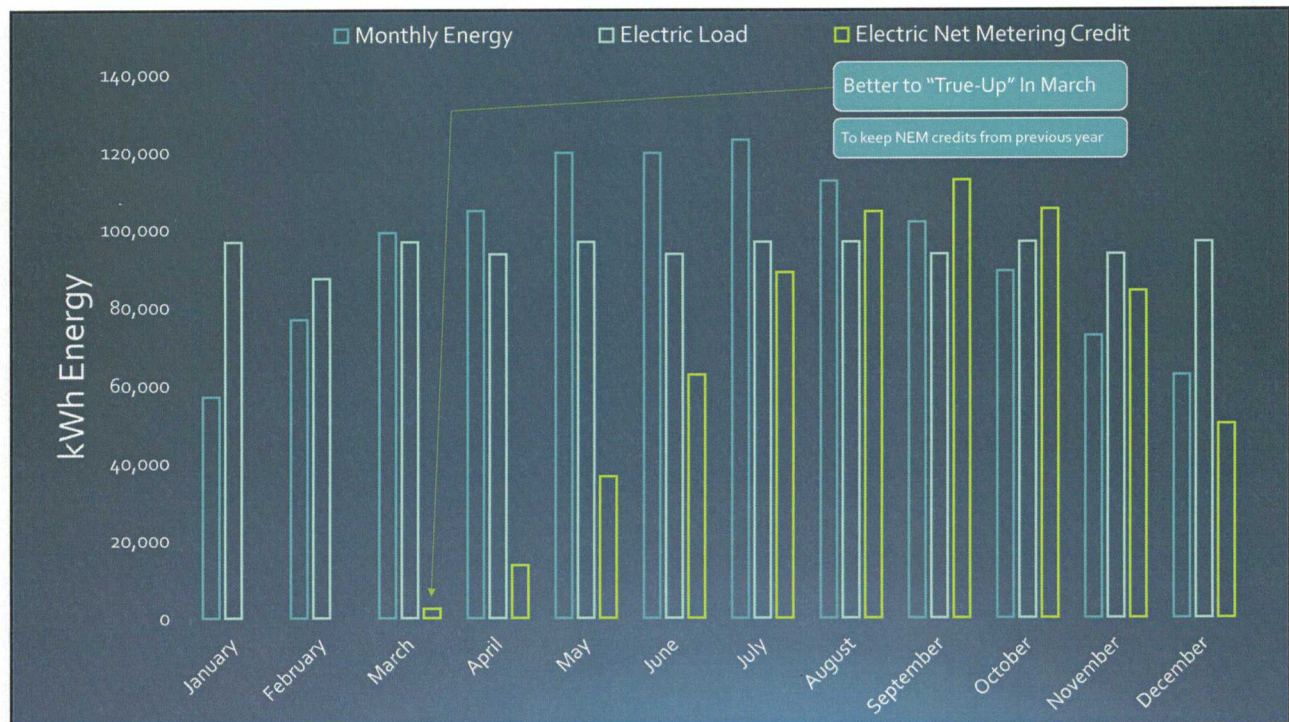
Metric	Value
Annual energy produced (kWh)	1,138,605
Capacity factor (%)	15.5
First year kWhAC/kWDC	1,359
Performance ratio	0.86
Levelized cost, (nominal) (¢/kWh)	12.40
Levelized cost (real), (¢/kWh)	9.83
Simple Payback period (years)	12.7



## Rate Schedule and Energy Demand Time Validation: Electricity Costs with and without PV Array system

Annual Net Electricity Costs, With and Without PV System				
Peak/Off-Peak Load	Commercial E-19		A-10 TOU Secondary	
	With System –	W/O System	With System –	W/O System
20/260 kW	\$52,888	\$143,386	\$34,403	\$170,453
130 kW constant	\$40,651	\$144,582	<b>\$20,063</b>	<b>\$162,118</b>
260/20 kW	\$76,520	\$193,244	\$36,112	\$184,612

Constant energy demand is optimal with a grid-tied PV system and A-10 TOU Rate Schedule





## Costs



<http://www.everythingunderthemoon.net/spells/money-spells.htm>

Metric	Value
Initial cost	\$2,489,675
Electricity cost without system	\$162,118
Electricity cost with system	\$20,063
Annual net savings with system	\$142,055
Net present value	\$399,212
Annual O&M	\$10,000
Salvage Value	\$373,451

## Thank you!

- Questions?
- **References:**
  - NREL System Advisor Model
  - Chint Power Systems
  - Iron Ridge
  - EcoSolargy
  - Gordian Group



## Alternatives Not Passing Constraints

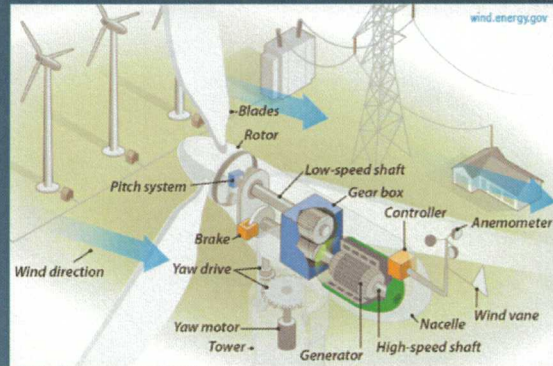
Algae fuels (labor-intensive beyond WW operator scope, not commercially mature)  
Locally produced biomass from WW, e.g. Miscanthus (labor-intensive beyond WW operator scope)  
Microbial Fuel Cells (still bench-scale, tiny energy production)  
Microhydro: Run of the river (not enough head, heavily regulated)  
Microhydro: Effluent to river (not enough head, only available October to May)  
Microhydro: Inline turbine in water distribution system (not enough capacity, approx. 1% energy offset)  
WavePower (Not commercially mature technology, hard to permit)

## Preliminary Design Analysis Details



# Wind Turbines

- Must have adequate wind velocity
- Small 100 kW wind farm
- Not a heavy producer
- Upfront cost \$200,000



## 100 kW Wind Turbine with Wind Lens

- 30 years of wind analyzed
  - 30% of year wind over 8 mph
- Wind lens
  - Increases wind speed by 1.5X
  - Increases power output
  - Increases efficiency
- Costs
  - Capital: \$2,000/kW
  - O&M: \$0.025/kWh
  - Savings: \$0.15/kWh





## Anaerobic Digestion for Methane Capture

- Requires extra components
  - More pumps and piping
  - Heat exchanger to control temp
  - Some WWTFs use thickeners
  - Sludge dewatering and drying
- Requires extra certifications and compliance
- Very hard to find accurate capital cost figures
- Assume O&M costs absorbed into MCSD budget
- Capstone Spring 2014 estimate for equivalent size: \$3,115,184
- Calculated value of biogas generated annually: \$52,271
- Assuming a cost per kWh generated for O&M, \$0.05/kWh, covers capital cost over generator life
- Assuming 26 kW continuous electric capacity available for every 1MGD influent domestic wastewater
- We assume 100kW CHP system operating ~ 9.5 hrs/day
- Doesn't cover all energy demand!

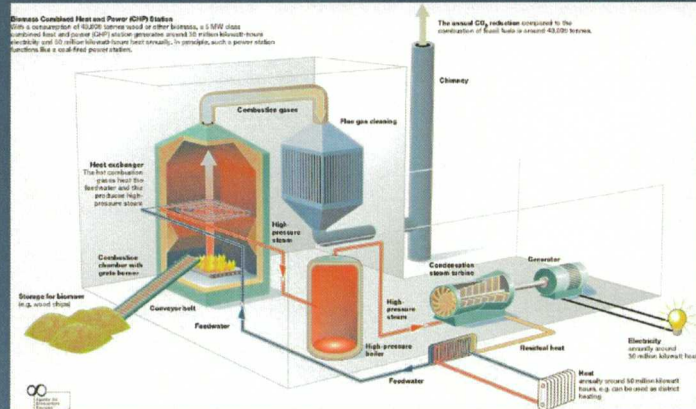
## Biomass Fuel Production- Incineration

- Burn regionally produced waste wood material
  - Steam turbine or combined heat/power
    - Could boil effluent if further treated first and permitted
- Assumptions for regulatory compliant system to offset 100% energy:
  - 390 kW system running 8 hours/day:
  - Capital and installation costs
    - \$1.872M with 20% contingency
  - Operation and Maintenance: 4 hours/day; \$35,490/yr
    - Managing fuel supply: time-intensive
    - Equipment O&M: labor-intensive
    - Managing fly ash is an issue



# Biomass Fuel Production

- Steam turbine or combined heat and power system
- Uses local wood feedstock
- Can be optimized to meet energy demand
- Upfront cost: \$1,872,000



## Biomass CHP

Table 1: System costs associated with Biomass CHP Alternative

System Costs	Annual Costs	Lifetime Costs
Initial Installed Capital	-	\$(1,870,684.93)
O&M	\$ (35,465.07)	\$ (441,973.14)
Biomass Fuel Cost	\$ (36,895.00)	\$ (459,793.22)
Value of Generated Electricity	\$ 170,700.00	\$2,127,299.31
Salvage Value at life end	-	\$280,602.74
Life Cycle Cost or Benefit	-	\$ (364,549.25)

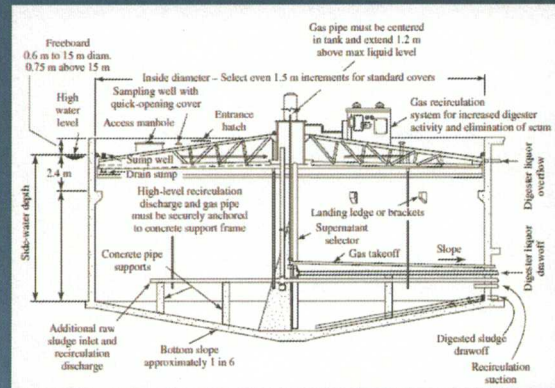
Table 2: Parameters associated with Biomass CHP Alternative

System Parameter inputs	Value
System Capacity (kW)	390
Daily Energy (kWh)	3117.8
Heating Value, Woodchips (30% moisture, kWh/kg)	3.4
Total annual biomass consumed (kg)	1,338,824
Electrical conversion efficiency (%)	25%
System Life (yrs)	20
Assumed weekly O&M (hrs)	28



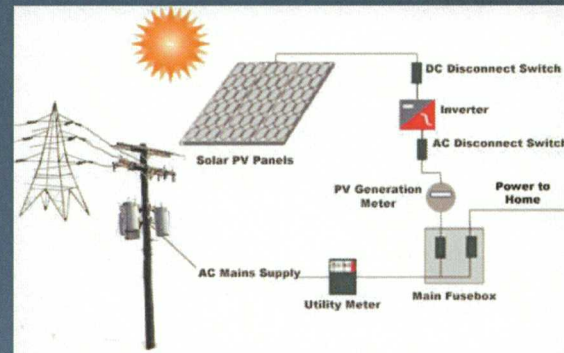
## Anaerobic Digestion and Methane Capture for CHP

- Requires sludge of sufficient composition
- MCSD would have to add anaerobic digester to plans
- Can offset all of energy
- Upfront cost \$3,054,102



## PV Solar Array

- Polycrystalline PV panels
- Can be scaled to produce optimal energy
- Upfront cost \$1,270,339



<http://www.mapawatt.com/education/clean-energy/residential-solar-pv-installation>

## No Design Alternative

MCSD does nothing:

- Pays current PG&E rates for projected 1,138,800,000-kW-h/yr
- Annual bill = \$170,820





# Constructed Wetland Rehabilitation and Coho Rearing Habitat Design

PRESENTED BY: BLUE HERON CONSULTING

CAPSTONE SPRING 2015

## Project Scope

- Constructed Wetland Design
  - Nutrient Balance
  - Operations and Maintenance Manual
- Coho Rearing Habitat Design



Project Scope

C&C

Alternatives

Alternative Analysis

Final Design

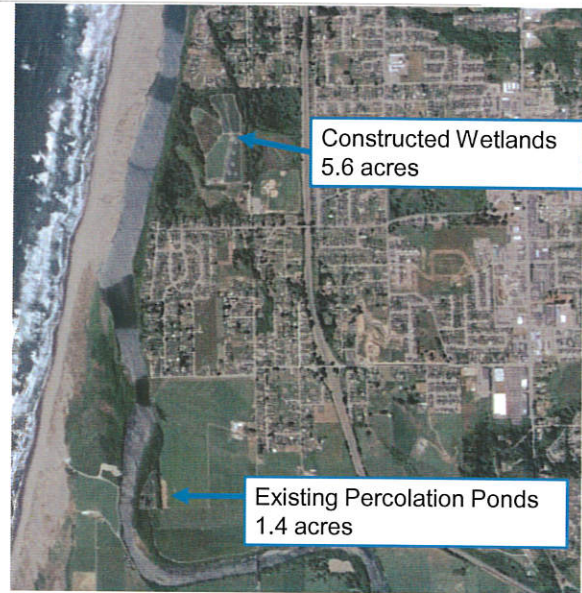
Recommendations

## Constraints

- Enhance water quality

	BOD (mg/L)	NH <sub>4</sub> -N (mg/L)	TN (mg/L)
Weekly Average	15	2	10

- Fit within existing facilities footprint
- Permissible



Project Scope

C&amp;C

Alternatives

Alternative Analysis

Final Design

Recommendations

## Criteria

Criterion	Blue Heron Suggested Weight
Initial Cost	8
Operations and Maintenance	9
Ease of Permitting	5
Size	7
Fish survival rate	10

Project Scope

C&amp;C

Alternatives

Alternative Analysis

Final Design

Recommendations

# Alternatives

## WETLAND SYSTEMS

- Free Water Surface - Deep Zones
- Free Water Surface - Floating Mat
- Vegetated Submerged Bed

## COHO REARING HABITAT

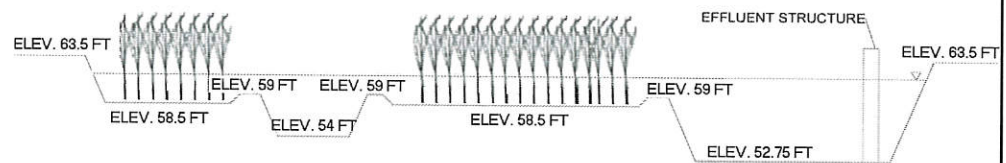
- With Riffles
- Without Riffles



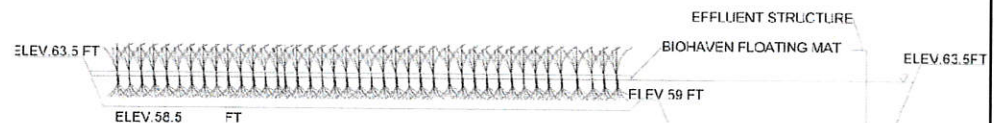
Project Scope      C&C      Alternatives      Alternative Analysis      Final Design      Recommendations

# Wetland Alternatives

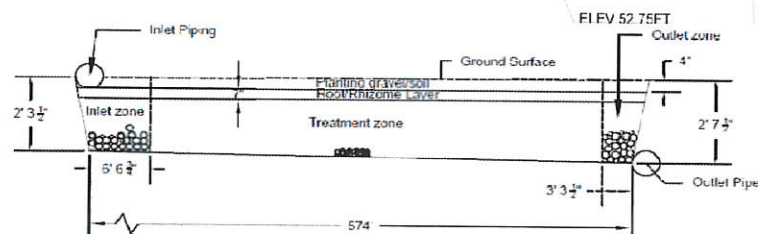
Free Water  
Surface Deep  
Zone Alternative



Free Water  
Surface Floating  
Mat Alternative



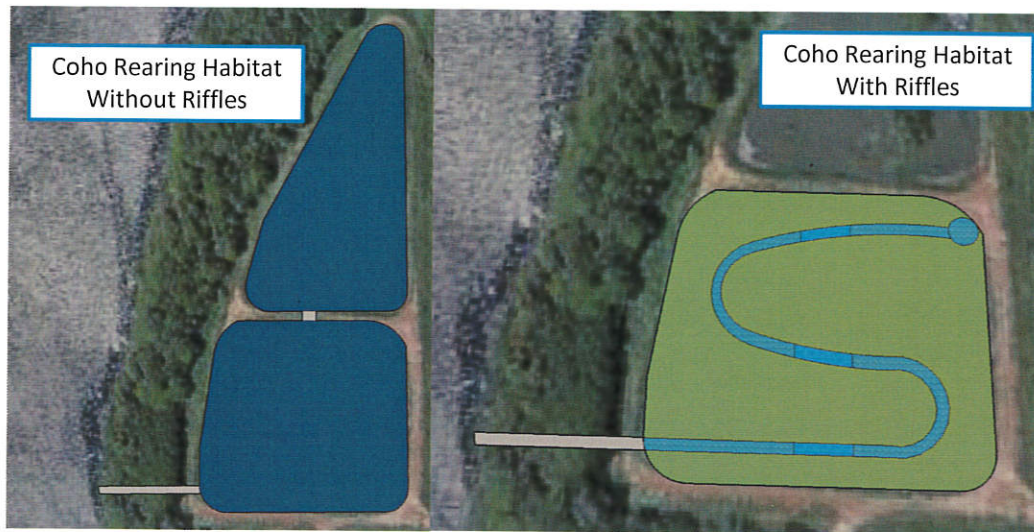
Vegetated  
Submerged Bed  
Alternative



Project Scope      C&C      Alternatives      Alternative Analysis      Final Design      Recommendations



## Coho Rearing Habitat Alternatives



Project Scope      C&C      Alternatives      Alternative Analysis      Final Design      Recommendations

## Alternatives Analysis

	Alternative Score		
	Deep Zones (FWS)	Floating Mat (FWS)	Vegetated Submerged Bed
Total Score	<b>268.1</b>	213.0	166.9

	Alternative Score	
	No Riffle	Riffled
Total Score	263.8	<b>286.3</b>

Project Scope      C&C      Alternatives      Alternative Analysis      Final Design      Recommendations

## Preferred Alternative



### Design Highlights:

- Deep -> Shallow -> Berm Sequence
- Nitrification/Denitrification
- Vegetation in Shallow Zone
- T-Shape Inlet Structure (x2)



Project Scope

C&amp;C

Alternatives

Alternative Analysis

Final Design

Recommendations

## Preferred Alternative



	Pond 4		Pond 5	
	Length	Depth	Length	Depth
Settling Zone	12.5'	7'	12.5'	7'
Deep Zone	65'	6'	60'	6'
Shallow Zone	100'	3'	120'	3'
Berm	4'	1'	4'	1'

Project Scope

C&amp;C

Alternatives

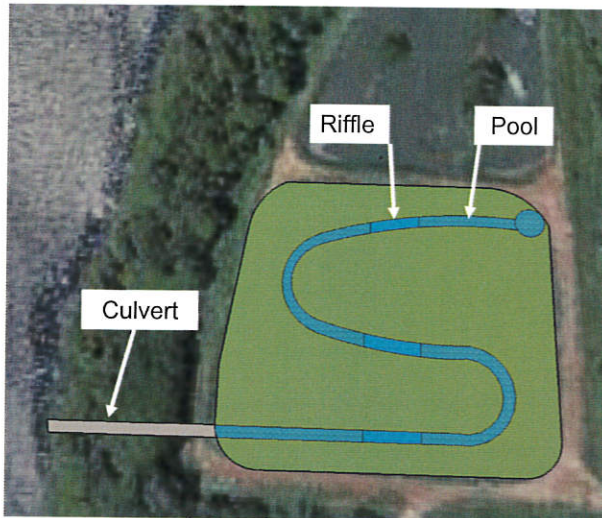
Alternative Analysis

Final Design

Recommendations



## Preferred Alternative



### Design Highlights:

- Alternating pool and riffle sections
- 825' of triangular channel
- Local riparian vegetation
- Connected to the Mad River by a culvert and tide gate.
- Ground source cooling

Project Scope

C&amp;C

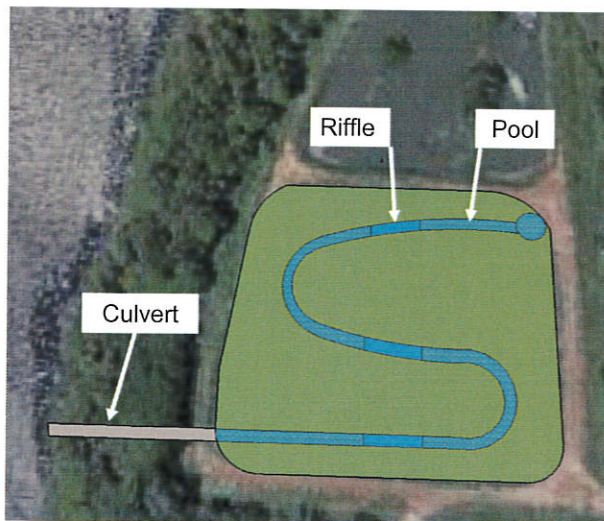
Alternatives

Alternative Analysis

Final Design

Recommendations

## Preferred Alternative



	Riffle	Pool
Total length	165'	660'
Depth	1'	2'
Width	2'	4'
Bed Material	River Rock	Pea Gravel

Project Scope

C&amp;C

Alternatives

Alternative Analysis

Final Design

Recommendations

## Recommendations

---

- In Depth Cost Estimate
- Study on Water Stage at Percolation Pond Effluent
- Study on Alternative Fish or Aquatic Organism Habitat
- Ground Temperature Verification
- Scientific Studies for Permitting Support

Project Scope

C&amp;C

Alternatives

Alternative Analysis

Final Design

Recommendations

## Thank You

---

Project Scope

C&amp;C

Alternatives

Alternative Analysis

Final Design

Recommendations



# MCKINLEYVILLE COMMUNITY SERVICE DISTRICT CAPITAL IMPROVEMENT PLAN

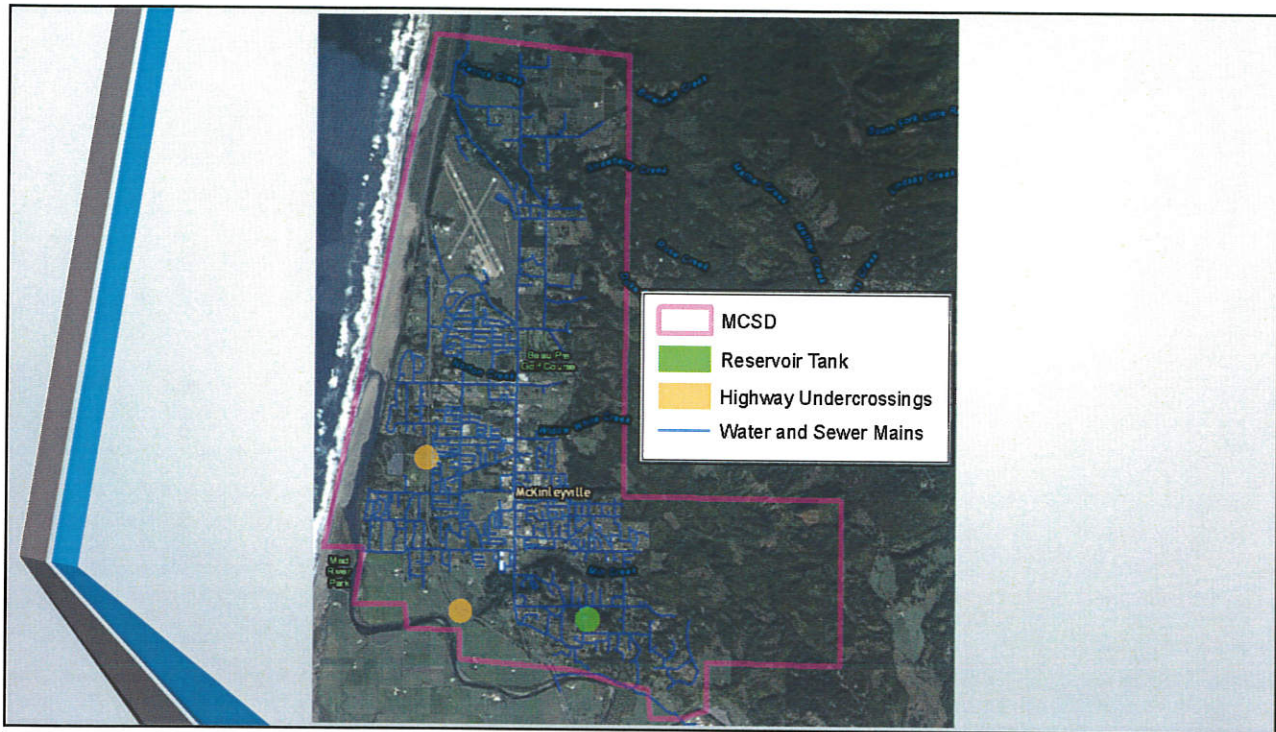
## WaterWorks Industries

LOGAN BAUMGARTNER, NICHOLAS CAMPBELL,  
AUSTIN CORBETT, JACOB LODEEN

### Capital Improvement Plan – Infrastructure Upgrades

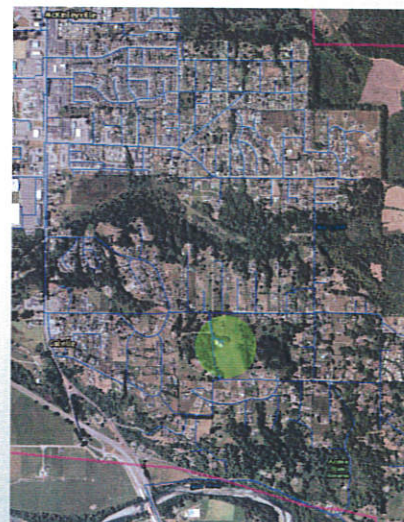
1. New Water Reservoir Tank
2. Highway Collection 101 Undercrossing
3. Collection and Distribution Replacement Schedule
4. Collection and Distribution Full Buildout Models





## New Reservoir Tank

- Currently 5.5 million gallons of water storage
- Does not meet 5-day average daily demand
- MCSD needs an additional 5 million gallons



Tank

Conduit

Replacement

Models



## Reservoir Tank Criteria & Constraints

### Criteria

- 1) Initial Cost
- 2) Operation & Maintenance
- 3) Lifespan

### Constraints

- Size
- Material
- Location
- Regulation

Tank

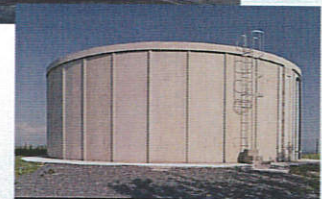
Conduit

Replacement

Models

## Reservoir Tank Alternatives

- 1) One, 5 MG Welded Steel Tank
- 2) Two, 2.5 MG Bolted Steel Tanks
- 3) One, 5 MG Prestressed Concrete Tank
- 4) Series of Pillow Tanks



Tank

Conduit

Replacement

Models



## Alternative Analysis

Alternative	Criteria			Score
	Initial Cost	O&M (\$/yr)	Life (yrs)	
1 Steel	\$4,978,000	\$22,500	60	173
2 Steel	\$6,529,000	\$39,000	60	145
1 Concrete	\$4,078,000	\$18,000	60	196
Pillows	\$17,968,000	\$5,200	7	121

Tank

Conduit

Replacement

Models

## Preferred Tank Alternative

### One, 5-MG Pre-stressed Concrete Tank

- Roughly \$4M in capital, \$1M cheaper than steel
- Low maintenance costs



Las Virgenes Reservoir Storage Tank, 5MG

Tank

Conduit

Replacement

Models



## Preliminary Tank Design

### AWWA D110 Type I

- \$3.78M Capital
- \$18,000 O&M
- 60 year life



Source: DN Tanks

Tank

Conduit

Replacement

Models

## Preliminary Cost Summary

### Construction

Description	Cost
Site Improvements	\$1,015,338
Concrete Construction	\$2,594,542
Paint	\$88,997
Accessories	\$10,527
Management Fees	\$41,000
3% Contingency	\$112,512
<b>Grand Total</b>	<b>\$3,862,916</b>

### Financing

Description	Cost
Inspections	\$25,858
Painting	\$163,166
Maintenance	\$100,847
Total PV O&M	\$289,872
Total Annualized O&M	\$17,936 per yr.
Finance (6% Interest)	\$239,021 per yr.
Finance + O&M	\$256,957 per yr.
Monthly Pmt 6,700 Cust.	\$3.20 per mo.

Tank

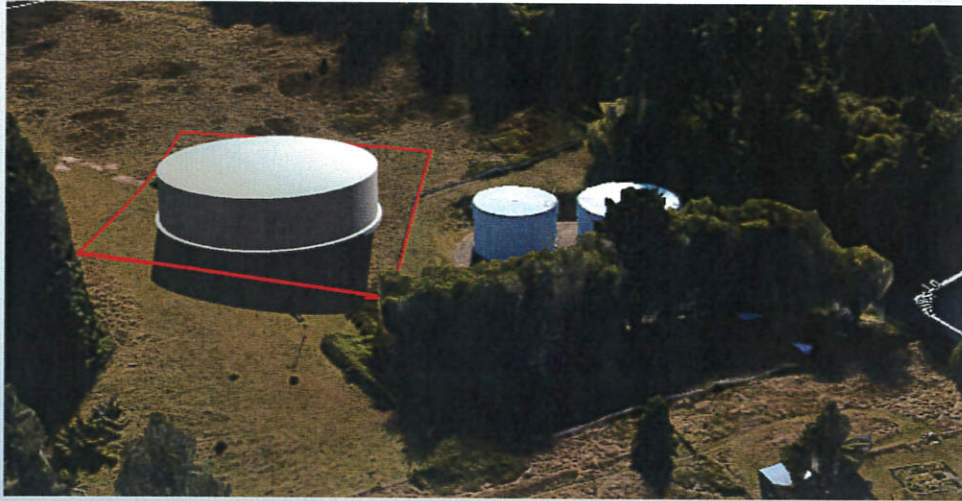
Conduit

Replacement

Models



## Preliminary Schematics



Tank

Conduit

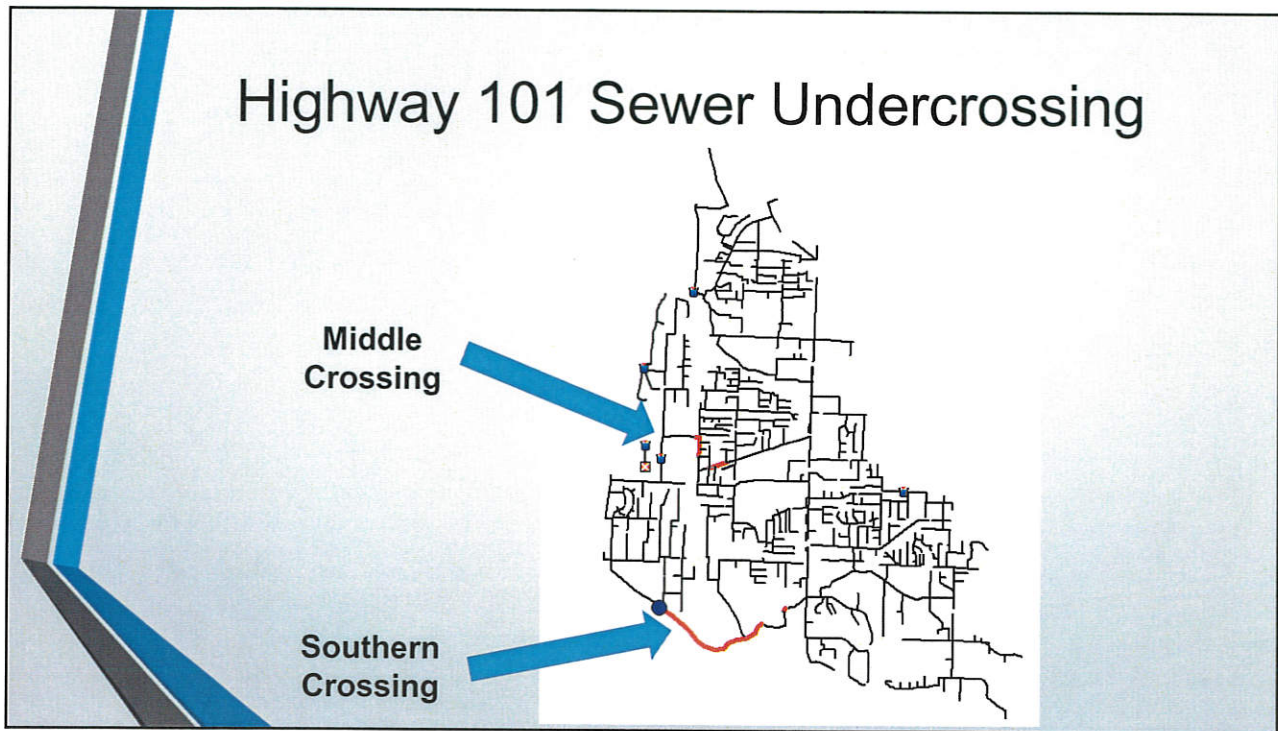
Replacement

Models

## Highway 101 Sewer Pipe Crossing







## Wastewater Conduit Highway Crossing Criteria & Constraints

<p><u>Criteria</u></p> <p>1) Cost</p>	<p><u>Constraints</u></p> <ul style="list-style-type: none"> <li>• Accommodate Peak Flow</li> </ul>
Tank	Conduit
Replacement	Models

# Wastewater Conduit Highway Crossing Alternatives

## Middle and Southern Crossing

- a) Concrete
- b) Ductile Iron
- c) High Density Polyethylene (HDPE)

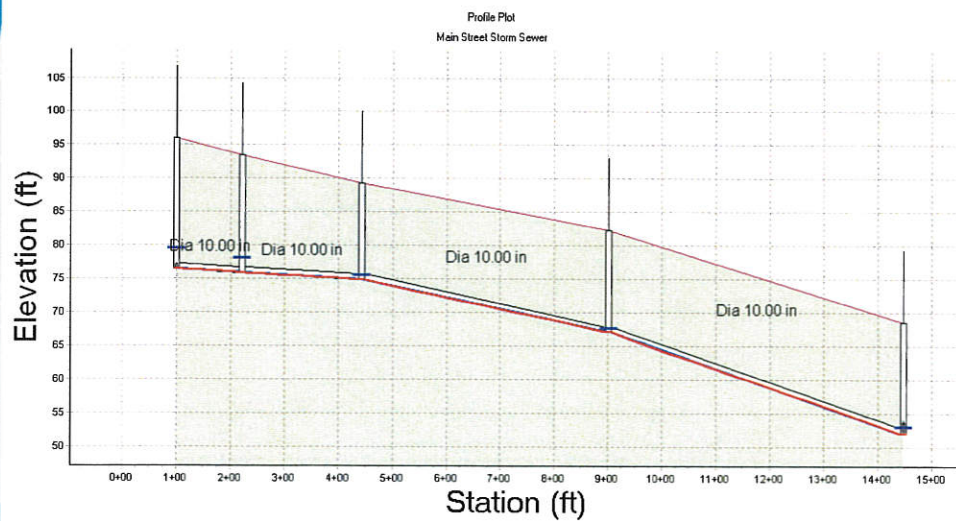
Tank

Conduit

Replacement

Models

## Middle Crossing: Existing System



Tank

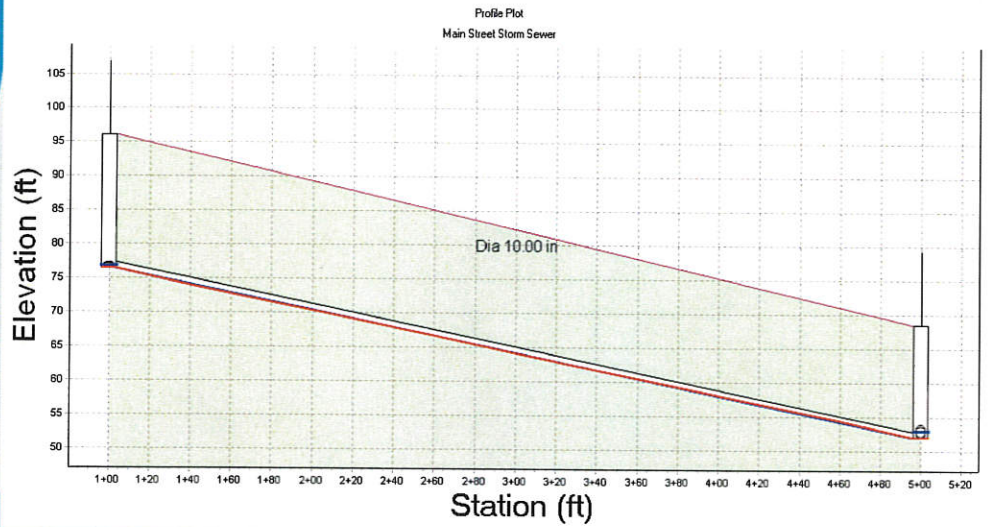
Conduit

Replacement

Models



## Middle Crossing: New Slope



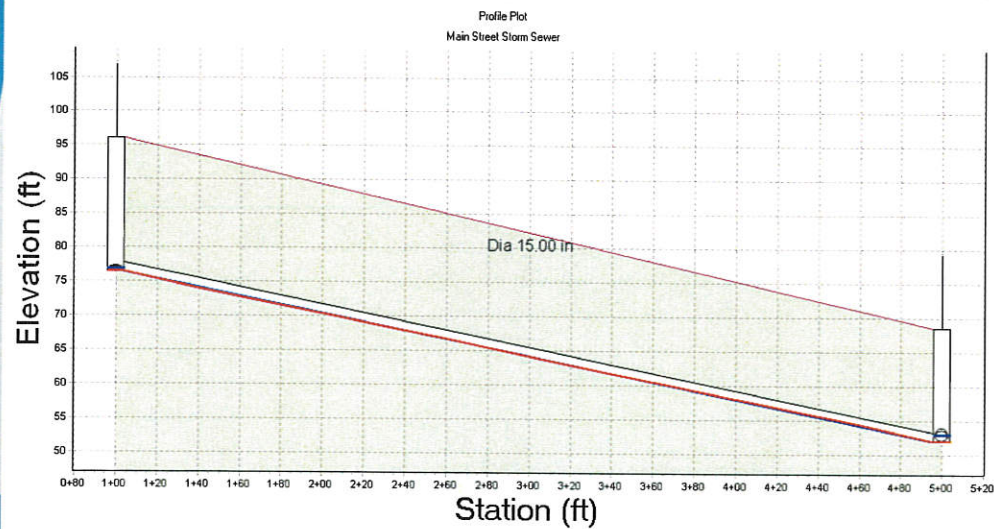
Tank

Conduit

Replacement

Models

## Middle Crossing: 15" Pipe w/ slope



Tank

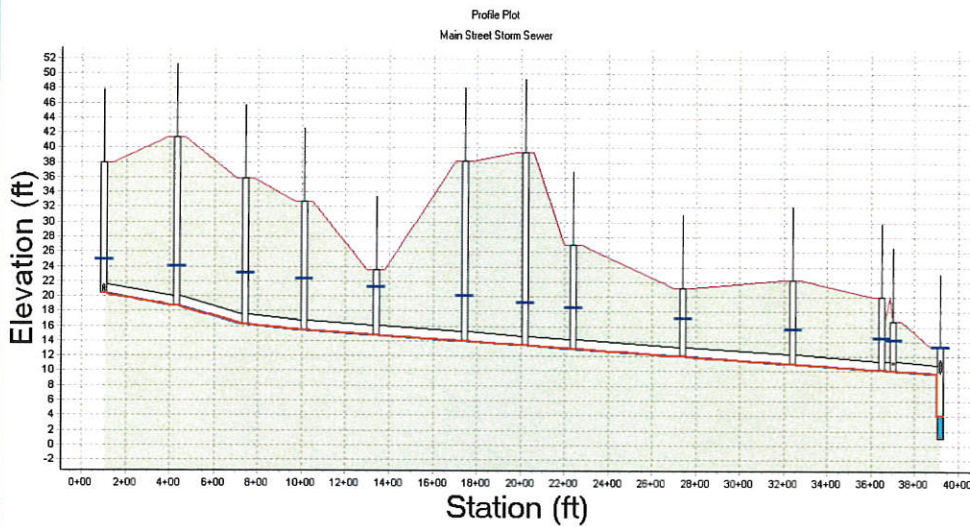
Conduit

Replacement

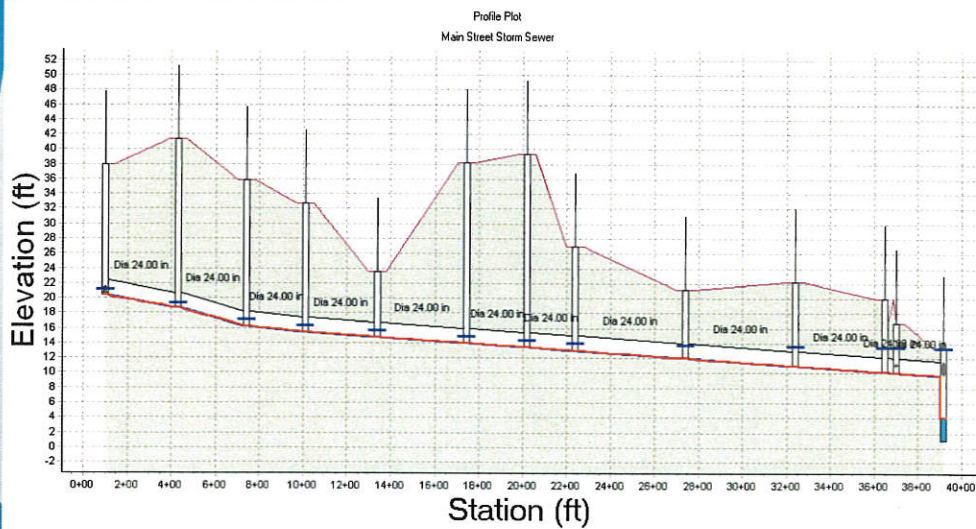
Models



## Southern Crossing: Existing System



## Southern Crossing: Existing System





## Highway 101 Conduit Preferred Alternative

### Middle Crossing

- Directional Drill at slope of 0.0279 ft/ft under highway
- Trench remainder of conduit stretch
- Install 15" HDPE pipe.

### Southern Crossing

- Directional Drill under road maintain original slope (due to topography)
- Trench remainder of stretch not under road
- Install 24" HDPE Pipe

Tank

Conduit

Replacement

Models

## Highway 101 Conduit Cost Breakdown

Description	Unit	\$/Unit	Qty	Total Cost
15" HDPE	LF	\$13	400	\$5,492
24" HDPE	LF	\$22	3,600	\$82,404
Directional Drilling	LF	\$700	500	\$350,000
Trenching	LF	\$165	3,500	\$577,500
Steel Casing for 15" Pipe	LF	\$46	250	\$11,575
Steel Casing for 24" Pipe	LF	\$58	250	\$14,522
Casing Spacers	LF	\$50	50	\$2,500
Engineering	Hr	\$200	40	\$8,000
Construction Management	Hr	\$125	40	\$5,000
3% Contingency				\$31,709
Total Cost				\$1,088,703

Tank

Conduit

Replacement

Models



## Distribution and Collection System Replacement Schedule Motivation and Goals

- Aging Infrastructure >70% installed 1976
- Majority Asbestos Cement, Environmental Implications
- Develop a Complex Model Incorporating Breakage Rate and Installation Rates over 40 years for Multiple Replacement Schedule Alternatives
- Preferred Alternative Replacement Schedule based on Delphi Method using Weighted Criteria and Constraints
- Averaged Number of Feet per Year of Pipe to Replace for both Distribution and Collection Systems
- Estimated Annualized and Total Present Worth Cost for Replacement Schedule

Tank

Conduit

Replacement

Models

## Water Distribution & Sewer Collection Alternatives

- 1) Slow Replacement (84 yr, 120%)
- 2) Medium Replacement (65 yr, 93%)
- 3) Fast Replacement (50 yr, 71%)

Tank

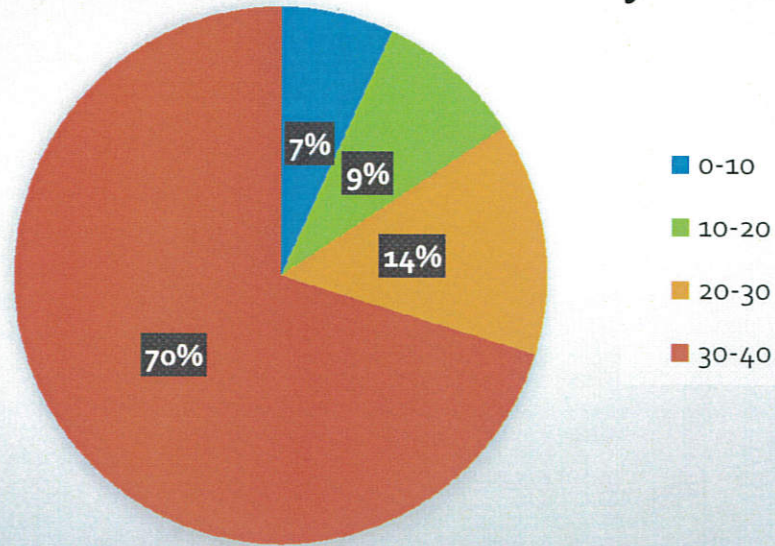
Conduit

Replacement

Models



## Age Distribution of Sewer System



Tank

Conduit

Replacement

Models

## Cost Table and Breaks

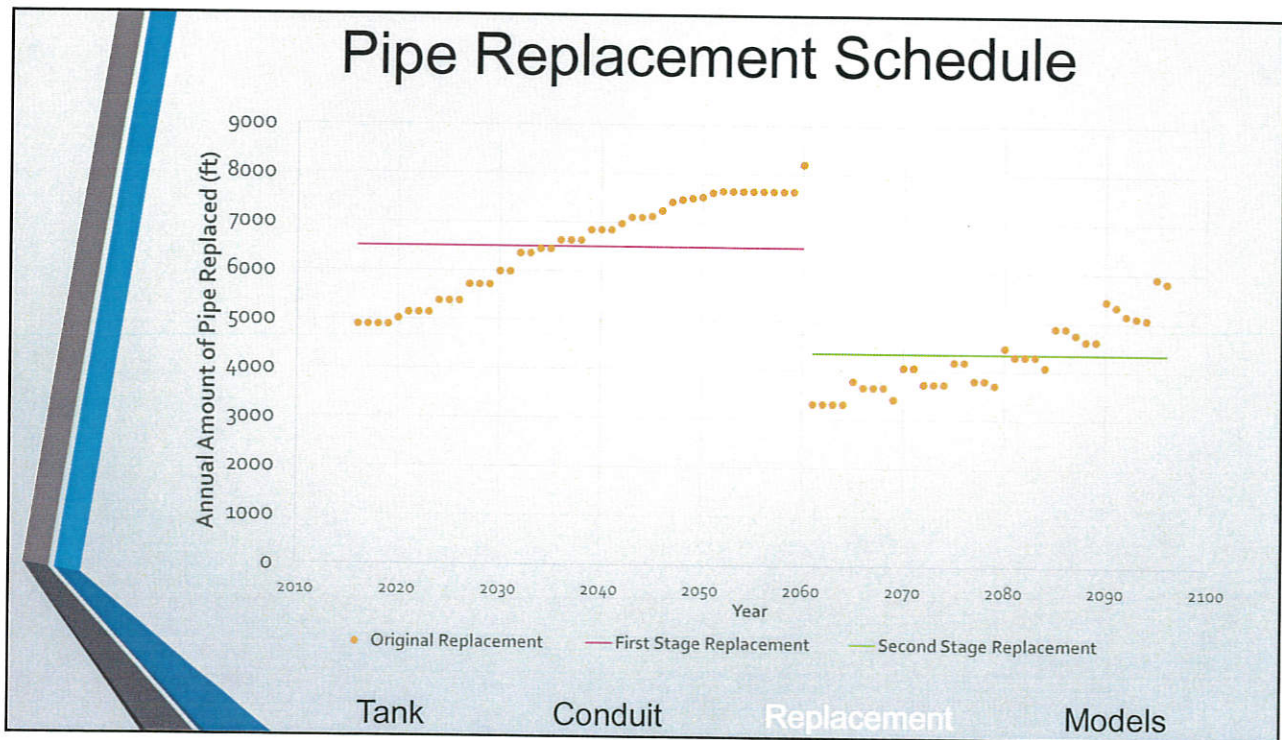
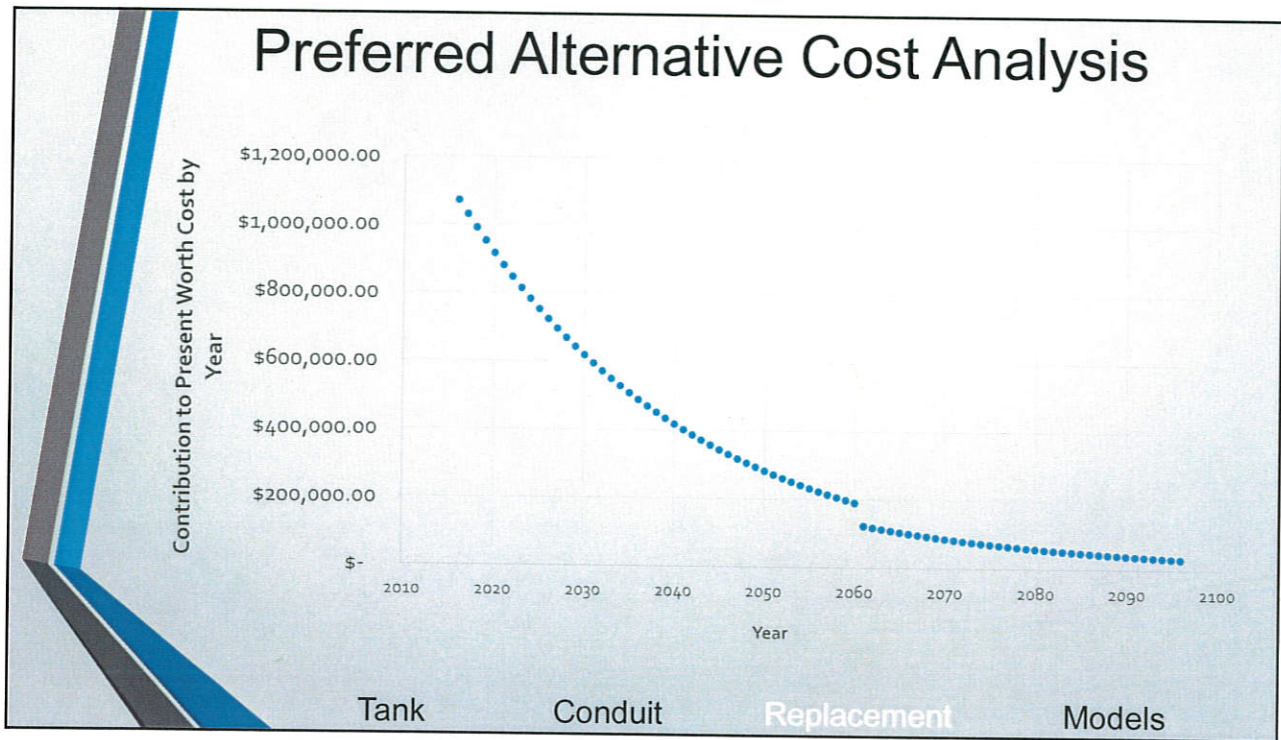
250 Year Analysis			
Alternative	Present Value Cost	Number of Breaks	Total Delphi Score
<b>Slow</b>	<b>\$28,863,526.00</b>	<b>453</b>	<b>8.9</b>
Medium	\$33,541,764.00	290	7.1
Fast	\$46,382,799.00	209	6.1

Tank

Conduit

Replacement

Models





## Replacement Schedule Preferred Alternative

- Slow (84 year) Replacement Schedule
- ~\$24 million present worth Sewer System
- ~31.5 million present worth Water System
- \$10-20 million in savings vs. medium and fast alternatives
- Maximizes useful life of pipe
- 6,500 ft for Sewer and 8,500 ft Water til 2060
- 4,200 ft Sewer and 5,500 ft Water 2060-2096

Tank

Conduit

Replacement

Models

## Distribution & Collection System Analysis Motivations

- Updated Humboldt County General Plan – Zoning Changed
- 794 Multi-family homes per settlement agreement
- System must accommodate Population growth & Infill

### Objectives

- Determine effects on system from growth
- Preliminary up-sizing requirements & Prioritization of Replacement

Tank

Conduit

Replacement

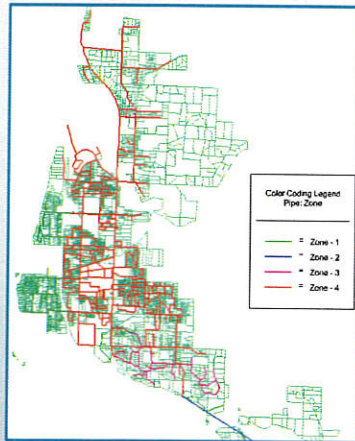
Models



## Sewer and Water Distribution Models

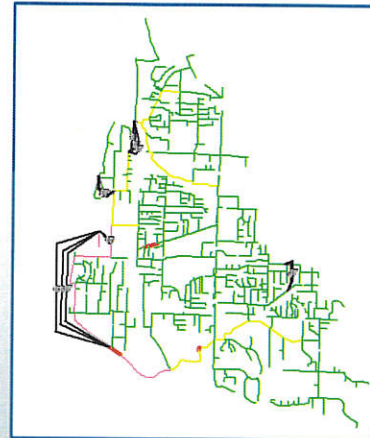
### Bentley WaterCADv8i

84 miles of water mains



### Autodesk Storm & Sanitary Analysis

64 miles of sewer mains



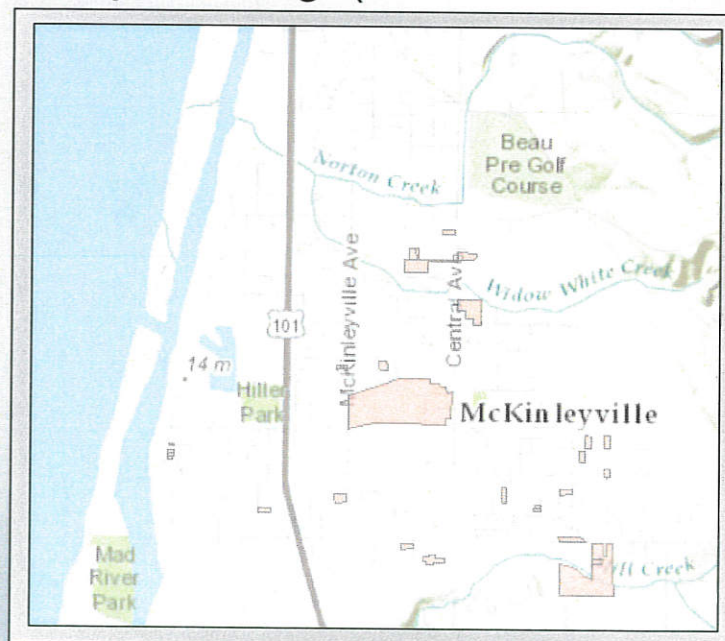
Tank

Conduit

Replacement

Models

## Multi-Family Housing (2014 Settlement Agreement)





## Additional Housing & Growth

- Estimated growth rate of 1.8% until 2050
- Population will double(~30,900) at full buildout (from a 2010 population of ~15,177)
- Additional Demand distributed throughout system (Sewer Collection)

### Sewer Collection:

- 25 year storm I&I for sewer model included

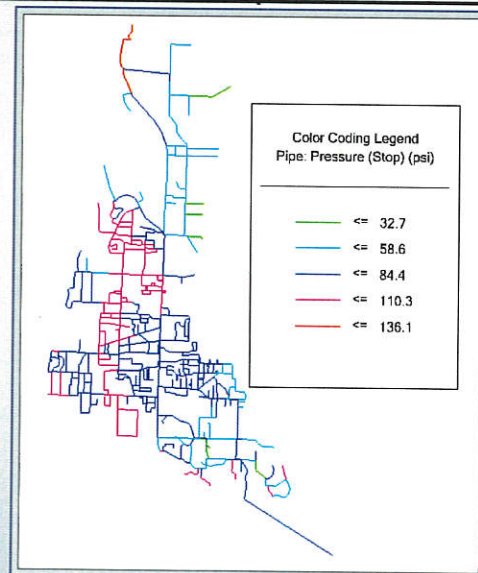
Tank

Conduit

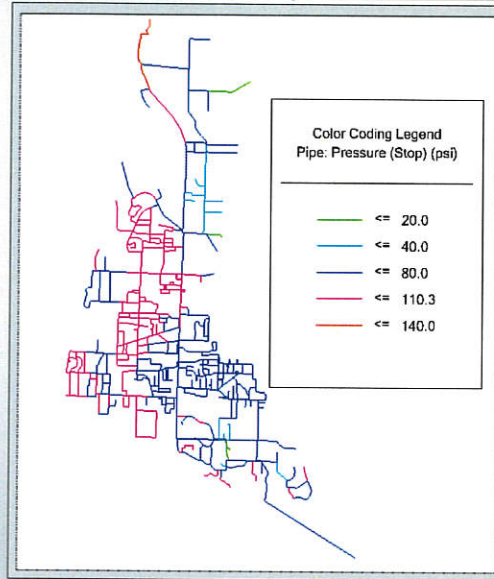
Replacement

Models

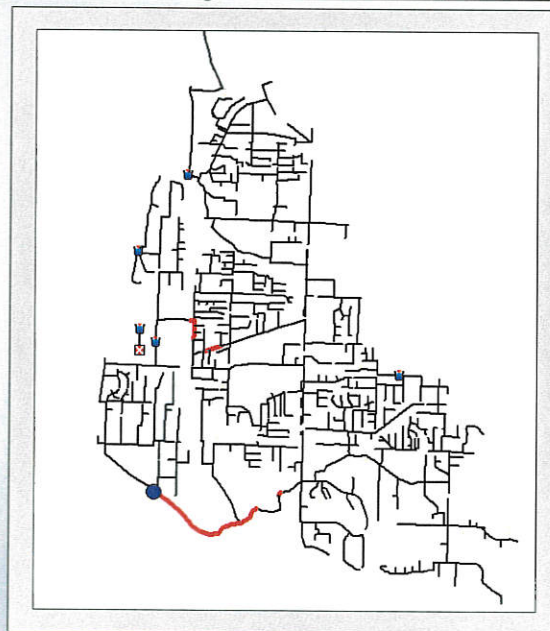
## Distribution System Base Demand Performance(Full Buildout)



## Distribution System Fireflow Demand Performance(Full Buildout)

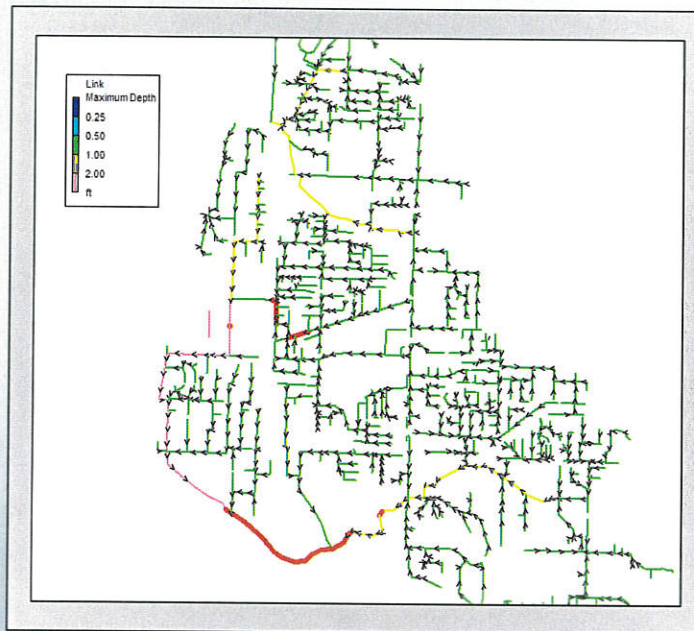


## Collection System Surcharging





## Maximum Depth



## Model Results

### **Collection System**

- Major Upgrades Needed
  - Southern Highway Crossing
  - Middle Highway Crossing
  - Nearby Areas
- A few scattered mainlines nearby new developments

### **Distribution System**

- Major Low pressure region to Northeast
- More Analysis Needed

Tank

Conduit

Replacement

Models



## Final Recommendations

- Single 5-Million Gallon Prestressed Concrete Tank
- HDPE at Middle and Southern Undercrossing
- Slow Replacement Rate (84 yr cycle, total replacement 2096)
- Water System Pipe Network can Accommodate Full Buildout
- Sewer System Pipe Network cannot Accommodate Full Buildout, Southern Undercrossing Main Issue

Tank

Conduit

Replacement

Models

# Thank You!

## Questions?

# McKinleyville Community Services District

## BOARD OF DIRECTORS

May 13, 2015

TYPE OF ITEM: **ACTION**

---

**ITEM: E.3**                      **Consider Approval to Authorize the Board President to Execute the Design and Consulting Contract with Villara Corporation and Approve Resolution 2015-12**

**PRESENTED BY:**              **Greg Orsini, General Manager/ Curt Wylie, Villara corp.**

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

### **Recommendation:**

Staff recommends the Board review the information provided, take public comment and:

- Authorize the Board President to execute the Design and Consulting Contract
- Approve Resolution 2015-12 authorizing the Board President to execute the Energy Service Contract.

### **Discussion:**

At the April 1, 2015 board meeting the Board recommended moving forward with the an agreement between MCSD and Beutler for a potential solar project to provide an alternate energy source for the WWMF after it has been upgraded. Since August of 2014 Beutler/ Villara Corporation has been a resource for MCSD's consideration of alternate energy.

First, I would like to point out that Beutler has changed their name to Villara Corporation. A complete explanation is included as Attachment 1. I would like to reassure everyone that only their name has changed. All personnel and even phone numbers are the same.

These agreements will provide MSCD with a sustainable and environmentally responsible energy source in the most economically efficient manner. To meet these goals, Villara developed a two-step contractual plan, beginning with the Design and Consulting Contract, followed by the Energy Service Contract. These agreements will provide a significant benefit to MSCD and its constituents.

Under the Design and Consulting Contract, Attachment 2, Villara will design the solar program and obtain all necessary approvals from Pacific Gas and Electric to utilize Net Metering. While we are highly confident that all necessary approvals will be obtained, this agreement provides that MSCD will have no financial obligation to Villara if approval is not obtained. Thus, the District will receive the benefits of having the system designed by Villara without the financial risk of that approval being denied.

After the system is designed and approval is given by PG&E, construction of the solar project will commence under the Energy Service Contract, Attachment 3. Under this agreement, Villara will provide the labor, materials, and skills necessary to complete the project. The completed project will efficiently generate energy for the District, offsetting energy otherwise purchased from PG&E over the 25 year useful life of the system. Moreover, the additional energy generated by the system will offset utility payments from PG&E. Thus, not only will the District be generating energy in a sustainable manner, it will receive a net economic benefit.

These agreements have been reviewed by District Staff and General Counsel and comments have been addressed by Villara Corporation.

**Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

**Fiscal Analysis:**

If, after the District enters into the Design and Consulting Contract, and then discontinues the process, we will be responsible reimburse Villara Corp. \$30,000.

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

- Attachment 1 – Name Change
- Attachment 2 – Design Consulting Agreement
- Attachment 3 – Resolution 2015-12 Energy Services Contract
- Attachment 4 – Project Layout Design



## **Beutler Breaking News**

January 30, 2015

### **2015: The Year of New Beginnings**

#### **We are changing our Name!**

We have exciting news to share, and it starts with a long story, so you might want to grab a chair and a cup of coffee!

We have decided that it is time to change our name, and we want you to know the why, when, and “how will that affect me” of the change in advance. So let’s start with:

#### **Why change our name?**

Almost 5 years ago we were in the middle of the worst recession our industry has experienced in our lifetimes. Our company had lost over 80% of its business, and it is a great testament to every employee that was with us that we were able to survive this catastrophic business decline.

At that time we were approached by a national company (ARS) with interest in acquiring our residential paid service and replacement business, along with the rights to continue to use our name in the acquired portion of the business. After prolonged negotiations and thoughtful consideration, we did sell that part of our business on July 7, 2010. In the end, the price that this very motivated buyer offered allowed us to weather the rest of the “Great Recession” with much less damage to our employees and the business than had we retained this small part of our business.

For the first couple of years, we had a positive business relationship with ARS that was mutually rewarding: we were their contract installer; they were the paid service and sales agency. However, after that time they built their own installation team, and our daily relationship waned.

An additional part of our agreement prevented us from competing with them in this market for 5 years, so we also could not provide after-warranty maintenance and service to our new home owner customers. They became more and more confused as to “who is Beutler”, and became more frustrated as they discovered that “they” were not “us”, and they were not as pleased with their service and approach. This has led to increasing challenges for our builder customers, as upset home owners call them to complain about how much “Beutler” was going to charge them to repair a very new system that “they” installed.

While our 5 year no compete agreement is about to expire, the agreement prevents us from ever providing these services to our post-warranty home owners under the “Beutler” name, so this in and of itself strongly encourages us to change our name so we can begin offering these important services again in July of this year.

We also feel like this is a great time to pause and reflect on where we've come from in our 68 year history, and where we want to go in our next 68 years. We want our new name and brand to best represent us as we are now and into the future.

We were founded by Del Beutler in 1947 as a small family sheet metal contracting business, working out of his home workshop in Carmichael. We are still a family business, but it is a large group of families working together now, rather than a single family.

We still do sheet metal, but even that has become more about "HVAC" than just sheet metal. We've also added a number of other trades to the mix: we feel like we are now "Building People" rather than only "Sheet Metal or Air Conditioning People". Our business focuses on the Single and Multi-Family Residential, Commercial, new construction and replacement markets. We are now one of the largest providers of residential Plumbing and Fire Sprinkler systems in Northern California. We also provide low voltage and home automations systems, Solar PV and Thermal systems, and Title 24 and Mechanical Engineering services for our builder-customers. And we now even manufacture Air Conditioners and unique control systems, like AquaChill, ZTE zoning and SmartVent systems.

We now operate out of 5 different locations throughout Northern California, with occasional jobs throughout the whole state, with over 600 employees. And we continue to be open to new business opportunities, and to be "leading the charge" when it comes to adapting our business to an ever-changing global market place.

So with that backdrop, how do we capture and portray that in our new name and brand?

In searching for and selecting our new name, we wanted a name that:

- is "open and undefined". "Open" meaning it was not already used by others in the marketplace, and "undefined" meaning that it doesn't tend to describe who we are or what we do: we want our actions and company culture to define us, rather than our name.
- is unique, friendly, and easy to learn.

While our new name is designed to be "undefined", we chose to incorporate a "positioning tag-line" that describes who we are and ascribe to be.

Drum roll, please: our new name and tag-line is.....

## **Villara Corporation**

### **Building People, Building Trust.**

If you ask "What is Villara?", then we've obviously met our first goal of an "undefined" name, right? But technically, Villara is an adaptation of the Latin word "Villa", which is "A delightful residence, especially one in the country or suburbs maintained as a retreat". We believe that this name has a nice correlation with our predominant business market, which is new home mechanical systems' installation.

“Building People” has an intentionally double meaning: we are **Building** People: we are people involved in the building industry, and, we are Building **People**. We believe our most essential activity is to recruit, train and develop, and reward the very best people who are committed to our vision and our mission, which is first, to “Build People who are passionately involved in “Delighting Customers”.

We will then actually “Build Trust” with our customers, which will naturally support a growing and profitable business that will allow us to fund the virtuous cycle of recruiting, developing, and rewarding the best people in the marketplace.

We hope you are as excited about this clear expansion of our long-held “promote from within” philosophy and its implications as we are.

### **The Process: What happens, and when?**

April 3rd is the planned effective date of our legal name change. Prior to then, we will continue to conduct business as Beutler Corporation, but April 3<sup>rd</sup> and beyond, we will sign contracts and conduct business as Villara Corporation. We will maintain “Beutler Corporation” as a “Doing Business As” (DBA) for a 90 day period after April 3rd in order to be able to process contracts under either name to provide a nice transition period that avoids unnecessary contract re-writes that happened to be “in progress” prior to April 3rd. Key milestone dates between now and then include:

- February 2 is when we announce to our employees, key customers and vendors of the upcoming name change. Goals of this communication include communicating the needs for and benefits of the name change, clarifying how this impacts them, identifying any unintended ramifications that need to be effectively addressed, and minimize confusion.
- April 6 is when we begin a 90 day “announcement campaign” that is designed to effectively communicate the message through numerous channels, including Press releases, Social media, special events and direct-mail messages.
- July 7 is when our no-compete agreement with ARS/Beutler Air Conditioning and Plumbing Services expires, and we can therefore provide unlimited maintenance, paid service and system replacement services to all home owners, with special focus on those home owners with Beutler installed systems and expired warranties.

### **The Ramifications: how does this affect me?**

- You will need to learn our new name, and change our name in your internal systems, future contracts, and manufacturers.
- We believe that you will benefit from our enhanced commitment to “Building People”, which should lead to higher and more efficient quality products and services that should translate into more business for you and us.
- We will both experience less confusion regarding “which Beutler is calling”.



- What won't change:
  - We are changing our name; we are not changing our ownership or control of our business, nor are we closing down Beutler Corporation. We are legally and morally bound to honor all commitments we made with you as Beutler Corporation, but we will do so as Villara Corporation after April 3, 2015
  - Our desire to continue doing business with you.

I hope this answers your questions and encourages you regarding our future business relationship. If however you have any questions or suggestions regarding this important time in our company's history, please don't hesitate to contact me.

Thank you again for the past support you have provided to us as "Beutler", and the future support you will provide to us as "Villara".

Sincerely,

Rick Wylie  
President.  
Beutler Corporation,  
soon to be known as  
Villara Corporation  
916-870-6002 (cell)  
916-646-2221 (direct office)

## DESIGN/CONSULTING CONTRACT BETWEEN MCKINLEYVILLE COMMUNITY SERVICES DISTRICT AND VILLARA CORPORATION

This Design/Consulting Contract ("Contract"), made the 15th day of May in the year 2015, by and between **VILLARA CORPORATION** (hereinafter "Villara" or "Contractor") and **MCKINLEYVILLE COMMUNITY SERVICES DISTRICT** (hereinafter "Owner") is for performance of the work and services as set forth herein with respect to the 655kwdc PV System Project (the "Project"). Collectively, Villara and Owner may be referred to herein as the "Parties."

In consideration of the terms, conditions and covenants to be kept and performed, the Parties agree as follows:

### **ARTICLE 1 – GENERAL PROVISIONS**

**1.1 OVERVIEW OF CONTRACT OBLIGATIONS.** The Parties have entered into this Contract to allow Villara to perform the Design Phase Services as defined under the Contract, and upon the completion of the Design Phase Services, to facilitate the execution of a separate, negotiated Energy Services Contract ("ESC") between Owner and Villara for the construction of the Project as authorized pursuant to California Government Code sections 4217.10 through 4217.18. The Parties further wish to memorialize their respective obligations through the Contract.

**1.2 WORK.** Villara, as an independent contractor, shall furnish all labor and materials, equipment, and services as are necessary to perform all of the work or tasks required by, or reasonably inferable from, this Contract, unless specifically excluded herein. Villara's work shall be completed in a workmanlike manner in strict conformity with all applicable laws, accreditation standards, professional standards, and to the reasonable satisfaction of Owner. Villara shall possess the education, training, licensure/registration, and/or experience necessary to perform the work or tasks required under this Contract.

**1.3 RELATIONSHIP OF PARTIES.** The Owner and Villara agree to proceed with the Contract on the basis of trust, good faith and fair dealing and shall take all actions reasonably necessary to perform this Contract in an economical and timely manner. Villara agrees to procure or furnish the Design Phase Services as set forth herein.

**1.4 EXTENT OF AGREEMENT.** This Contract represents the entire, integrated agreement between Owner and Villara and supersedes all prior negotiations, representations, or agreements. This Contract shall be superseded or amended only by written instrument signed by both Owner and Villara. The Contract and each and every provision is for the exclusive benefit of the Owner and Villara and not for the benefit of any third party nor any third party beneficiary, except to the extent expressly provided in the Contract.

**1.5 INDEPENDENT CONTRACTOR.** The Parties acknowledge and agree that Villara (including its employees, consultants and subcontractors) shall act as and be an independent contractor, and not an agent or employee of Owner.

**1.6 DESIGN RESPONSIBILITY.** Villara represents that it has and shall maintain all licenses/registrations to perform the work under the Contract (including design services) as required by the laws of the State of California or, for the design services, will contract with design professionals who have such licenses and/or or furnish design services through licensed employees of Villara. The person or entity providing architectural and engineering services shall be referred to as the Architect/Engineer. If the Architect/Engineer is an independent design professional and not an employee of Villara, the architectural and engineering services shall be produced pursuant to a separate agreement between the Villara and the Architect/Engineer. The standard of care for design services performed under this Contract shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality.

### **ARTICLE 2 – DESIGN-BUILDER'S GENERAL RESPONSIBILITIES**

**2.1 SCOPE.** Pursuant to the Contract, Villara shall be responsible for procuring or furnishing the Design Phase Services consistent with the requirements of the Contract.

**2.2 DESIGN PHASE SERVICES.** Villara shall provide the following design-phase services:

**2.2.1 NET ENERGY METERING APPLICATION.** Villara shall prepare, on behalf of Owner, the Net Energy Metering ("NEM") application for submission to Pacific Gas & Electric ("PG&E"). However, Owner shall be solely responsible for the payment of all application fees (and any other fees) as may be assessed by PG&E or any other governmental agency associated with the NEM application process, and Owner shall pay said fees directly to PG&E or the appropriate governmental agency.

**2.2.2 INTERCONNECTION AGREEMENT.** Villara shall assist Owner in the preparation and approval of an interconnection agreement between Owner and PG&E for the Project.

**2.2.3 CONSTRUCTION DOCUMENTS.** Villara shall prepare, and submit for the Owner's written approval, Construction Documents for the Project, including any reasonably required subsequent revisions or changes as directed or approved by the Owner. The Construction Documents shall set forth the minimum requirements for construction of the Project, and shall consist of plans, drawings and/or specifications based upon codes, laws and regulations enacted at the time of their preparation.

**2.3 ENERGY SERVICES CONTRACT.** Owner and Villara shall execute an ESC, substantially similar in form to the draft ESC attached hereto as Exhibit A (or in a form as may otherwise be agreed to by the Parties), pursuant to which Villara shall construct the Project in accordance with the attached cost proposal (attached as Exhibit B), upon Villara's completion of the Design Phase Services and satisfaction of the following conditions precedent: **(a)** PG&E approval of the NEM application; **(b)** implementation of an interconnect agreement between Owner and PG&E; and **(c)** validation by Villara (based upon an evaluation of the Project price, finance terms and interest rate) that the Project will generate a positive cash flow during the first (full) year of the Project.

Subject to the good faith efforts of the Parties, in the event of a failure of any of the conditions precedent identified in Article 2.3 (a) through (c), the Parties agree that the Project shall terminate without any further financial obligation on behalf of Owner pursuant to this Contract (and Owner shall not be responsible to pay the Cost Reimbursement Sum pursuant to Article 4), except for Owner's continuing obligation to pay any NEM application fee and/or other fee(s) assessed by PG&E or any governmental agency associated with the NEM application.

If, upon completion of the Design Phase Services by Villara and satisfaction of the conditions precedent identified in Article 2.3 (a) through (c), Owner elects not to proceed with the Project; and/or elects not to enter into a negotiated ESC with Villara; and/or elects to competitively bid construction of the Project, Owner shall pay to Villara the Cost Reimbursement Sum pursuant to Article 4 as compensation for Villara's performance of services associated with the preparation of the NEM application.

**2.4 OWNERSHIP OF DOCUMENTS.** Upon execution of the ESC between Owner and Villara, Owner shall receive ownership of the property rights of all Construction Documents, electronic data and information prepared, provided or procured by Villara. Except as to software licenses, Owner may use and reproduce the Construction Documents as may be subsequently authorized under the ESC. Notwithstanding the foregoing, however, Villara shall continue to own the underlying, generic design concepts set forth in the Construction Documents, including Project plan/drawing details and system arrangements, and shall have the right to use such concepts in connection with the design of other projects without Owner's consent.

However, in the event of a failure of any of the conditions precedent identified in Article 2.3 (a) through (c) resulting in the Parties election not to execute an ESC; or in the event that Owner elects not to proceed with or engage Villara in the construction of the Project for any reason; or in the event Owner elects not to enter into an ESC with Villara for any reason; and/or in the event Owner elects to competitively bid the construction of the Project, the Parties agree that the Construction Documents prepared by Villara, including, without limitation, any plans/drawings and specifications, shall remain the sole and exclusive property of Villara and shall not be owned by Owner without the express written agreement of Villara, and Owner shall not be licensed to use the Construction Documents, for any purpose (including, without limitation, construction of the Project or any other project), absent the express written permission of Villara.

**2.5 CONSTRUCTION PHASE SERVICES.** It is expressly contemplated by the Parties to the Contract that Owner and Villara shall execute an ESC, substantially similar in form to the draft ESC attached hereto as Exhibit A (or in a form as may otherwise be agreed to by the Parties), pursuant to which Villara shall construct the Project in accordance with the attached cost proposal (attached as Exhibit B), upon Villara's completion of the Design Phase Services and satisfaction of the conditions precedent identified in Article 2.3 (a) through (c). The ESC shall set forth the nature and scope of the Construction Phase Services to be performed by Villara concerning the Project.

**2.6 ADDITIONAL SERVICES.** If applicable, and subject to the written agreement of the Parties, Villara may provide or procure Additional Services, other than those services required pursuant to Article 2, in accordance with this Contract. Any such Additional Services shall be considered a change in the Contract, and subject to the written agreement of the Parties, may require Owner to pay additional compensation to Villara for its performance of any such Additional Services.

### **ARTICLE 3 – OWNER'S GENERAL RESPONSIBILITIES**

**3.1 INFORMATION AND SERVICES PROVIDED BY OWNER.** The Owner shall provide full information in a timely manner regarding requirements for the Project (including without limitation, relevant data or information upon which the Project is premised), and any other information concerning the Project as may be reasonably requested by Villara. The Owner shall also provide:

- (i) all available information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations;



- (ii) inspection and testing services during design and/or construction phases as required by law or as mutually agreed;
- (iii) necessary approval, site plan review, rezoning, easements and assessments, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including legal and other required services; and
- (iv) physical access to the Project site to allow Villara to perform its obligations under the Contract.

**3.2 RELIANCE.** Villara shall be entitled to rely on the completeness and accuracy of the information and services provided by or on behalf of Owner concerning the Project.

**3.3 RESPONSIBILITIES DURING DESIGN PHASE.** The Owner's responsibilities shall include, without limitation, providing full information in a timely manner regarding requirements for the Project (including without limitation, relevant data or information upon which the Project is premised), and any other information concerning the Project as may be reasonably requested by Villara, and timely reviewing and approving in writing any Construction Documents furnished by Villara.

#### **ARTICLE 4 – PAYMENT**

**4.1 COST REIMBURSEMENT SUM.** If, upon completion of the Design Phase Services by Villara and satisfaction of the conditions precedent identified in Article 2.3 (a) through (c), Owner elects not to proceed with the Project; and/or elects not to enter into a negotiated ESC with Villara; and/or elects to competitively bid construction of the Project, Owner shall pay to Villara within 14 calendar days thereof the sum of **Thirty Thousand Dollars (\$30,000)** (the "Cost Reimbursement Sum"). The Cost Reimbursement Sum shall constitute payment in full for those costs and other amounts incurred by Villara to prepare the NEM application for submission to PG&E.

The Cost Reimbursement Sum pursuant to the Contract shall not be due in the event Owner and Villara execute an ESC, substantially similar in form to the draft ESC attached hereto as Exhibit A (or in a form as may otherwise be agreed to by the Parties).

Nothing in this Article shall excuse Owner from its sole responsibility for payment of all application fees (and any other fees) as may be assessed by PG&E or any other governmental agency associated with the NEM application process in accordance with this Contract.

#### **ARTICLE 5 – TIME**

**5.1 TIME.** The Parties agree that time is of the essence for this Contract. Unless the Parties agree otherwise in writing, the Parties shall commence and perform their responsibilities promptly after execution of this Contract.

#### **ARTICLE 6 – SUBCONTRACTORS**

**6.1 SUBCONTRACTS.** Owner acknowledges and agrees that Villara may utilize Subcontractors and/or Sub-consultants in the performance of its obligations under the Contract. Nothing contained in this Article shall be construed to create any contractual relationship, express or implied, between the Owner and any Subcontractor or Sub-consultant.

#### **ARTICLE 7 – CHANGES IN THE WORK**

**7.1 CHANGES.** Changes in the work that are within the general scope of this Contract may be accomplished, without invalidating the Contract, by written Change Order executed by all Parties. All such changes in the work shall be formalized in a writing setting forth in detail the specific change(s), and no changes, additions, deletions, or other revisions to the scope of work identified in the Contract shall be valid unless made in writing.

#### **ARTICLE 8 – PERFORMANCE OF CONTRACTOR**

**8.1 NON-DISCRIMINATION.** Contractor shall not discriminate in hiring, firing, promotion, or training against any person on account of age, race, religion, national origin, disability, sexual orientation, gender, or gender identity.

**8.2 SAFETY.** Contractor agrees that the prevention of accidents to workers engaged upon or in the immediate work area is solely its responsibility. Contractor shall comply with all laws, ordinances, rules, regulations, codes, orders, and requirements concerning safety now in force or hereafter in effect, including but not limited to all laws regarding Occupational Health and Safety, the handling and storage of hazardous materials, accident prevention, and safety equipment and practices.

**8.3 PROTECTION OF THE WORK.** Contractor shall take all necessary precautions to properly protect Contractor's work and the work of others from damage caused by Contractor's operations. Should Contractor cause damage to the work or property of Owner, Contractor shall promptly remedy such damage to the satisfaction of Contractor.

#### **ARTICLE 9 – INDEMNITY; INSURANCE AND BONDS**

**9.1 INDEMNIFICATION.** To the extent claims, damages, losses or expenses are not covered as insurance obligations in accordance with this Contract, Villara shall indemnify and hold harmless the Owner from and against claims, damages, losses and expenses, arising out of or resulting from performance of this Contract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Project itself), but only to the extent caused by the negligent acts or omissions of Villara, or a Subcontractor or Sub-consultant to Villara. However, Villara shall not be obligated under this Contract to indemnify Owner for any claims arising out of, pertaining to, or relating to the sole or active negligence of the Owner or for defects in any separate design furnished by the Owner. The indemnification obligations hereunder shall not be limited by a limitation on amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts or other employee benefit acts.

**9.2 GENERAL INSURANCE REQUIREMENTS.** Villara shall procure and maintain at its own expense, with companies legally doing business in the State of California, insurance for the coverages and amounts of coverage not less than those as set forth in this Contract. The Owner shall be listed as an additional insured under each policy required herein. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work under this Contract.

**9.3 WORKER'S COMPENSATION INSURANCE.** Villara shall maintain Worker's Compensation Insurance, including Employer's Liability Insurance, in the minimum amounts of \$1,000,000 for bodily injury by accident and \$1,000,000 for bodily injury by disease, for all persons whom it employs in carrying out work under this Agreement. Such insurance shall be procured, and maintained, in strict conformance with the requirements of the most current and applicable workers compensation laws in effect while work is being performed under this Contract.

**9.4 COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY INSURANCE.** Villara shall procure and maintain Comprehensive General Liability Insurance or Commercial General Liability Insurance on an "occurrence" basis, and with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence.

**9.5 AUTOMOBILE LIABILITY INSURANCE.** Villara shall procure and maintain owned, hired and non-owned Automobile Liability Insurance covering the ownership, maintenance, use and entrustment of any and all automobiles, trucks and other motor vehicles utilized by Contractor, its employees or any of their permittees in connection with any work performed under this Agreement, with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence.

**9.6 PROFESSIONAL LIABILITY INSURANCE.** Villara shall obtain, either itself or through the Architect/Engineer, professional liability insurance for claims arising from the negligent performance of professional services under this Contract.

**9.7 OWNER'S LIABILITY INSURANCE.** The Owner shall be responsible for purchasing and maintaining Builder's Risk liability insurance.

**9.8 WAIVER OF SUBROGATION.** The Owner and Villara waive all rights against each other and any of their Subcontractors, Sub-consultants, agents, and employees, each of the other, for damages to the extent covered by insurance required to be obtained herein, even if such claims or causes of action arise from or are attributable to the joint, concurrent, or comparative negligence of Owner or Villara, or their respective employees, agents, representatives, or invitees.

#### **ARTICLE 10 – CLAIMS**

**10.1 CLAIMS RELATING TO OWNER.** Villara shall give Owner written notice of all claims, including notice of any dispute whether particular work is a change in the Work described in the Contract, within thirty (30) calendar days after the occurrence giving rise to the claim, or within thirty (30) calendar days after Villara first recognizes the condition giving rise to the claim, whichever is later.

#### **ARTICLE 11 – DISPUTE RESOLUTION**

**11.1 CONSENSUAL RESOLUTION EFFORTS.** Upon notification of a claim or dispute, Villara and Owner shall meet to informally resolve such claim or dispute.

**11.2 DISPUTES BETWEEN VILLARA AND OWNER.** If any question arises regarding or relating to Villara's work or regarding the rights and obligations of Villara and/or Owner under the Contract, then, as a condition precedent to litigation as described below, Villara and Owner shall first mediate any dispute at a mutually acceptable location in Sacramento County, California. With respect to claims and disputes between

Villara and Owner arising out of or relating to obligations under this Contract, the following shall apply: Each controversy, dispute or claim between the parties arising out of or relating to this Contract shall be determined in the Sacramento County Superior Court.

**11.3 CONSOLIDATED PROCEEDINGS.** To the extent not prohibited by their contracts with others, the claims and disputes of Owner and Villara, and its Subcontractors and Sub-consultants, and/or any Architect/Engineer, involving a common question of fact or law shall be heard in the proceeding required above in Article 12.2.

**11.4 NO LIMITATION OF RIGHTS OR REMEDIES.** This Article shall not be deemed a limitation of any rights or remedies that Villara or Owner may have under federal or state law.

## **ARTICLE 12 – MISCELLANEOUS PROVISIONS**

**12.1 LAW AND EFFECT.** This Contract shall be governed by the laws of the State of California.

**12.2 SEVERABILITY AND WAIVER.** The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.

**12.3 ENTIRE AGREEMENT.** This Contract is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the Owner and Villara and supersedes all prior proposals, bids, correspondence, negotiations, representations or agreements, whether written or oral.

**12.4 TERMS.** The terms of this Contract are contractual and the result of negotiations between the parties hereto. Accordingly, any rule of construction of contracts, including without limitation California Civil Code section 1654, that ambiguities are to be construed against the drafting party shall not be employed in the interpretation of this Contract.

**12.5 WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

**12.6 RIGHTS AND REMEDIES.** Duties and obligations imposed by the Contract, and rights and remedies available thereunder, shall be in addition to and not a limitation of the duties, obligations, rights, and remedies otherwise imposed or available by applicable law.

**12.7 ASSIGNMENT.** Neither the Owner nor Villara shall assign its interest in the Contract, or the Contract in its entirety, without the express written consent of the other party except as to the assignment of proceeds. The terms and conditions of the Contract shall be binding upon both parties, their partners, successors, assigns and legal representatives.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]**



CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS STATE LICENSE BOARD, POST OFFICE BOX 26000, SACRAMENTO, CALIFORNIA 95826.

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

Signed:

**McKinleyville Community Services District**

\_\_\_\_\_  
Name of Signee

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Villara Corporation**

\_\_\_\_\_  
Name of Signee

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
California License No. 162634

\_\_\_\_\_  
Date

## RESOLUTION 2015 - 12

### **A RESOLUTION AUTHORIZING THE PRESIDENT OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT (MCSD) BOARD OF DIRECTORS TO EXECUTE THE AGREEMENT WITH VILLARA CORPORATION FOR ENERGY EFFICIENCY AND CONSERVATION SERVICES CONTRACT**

**WHEREAS**, it is the intent of MCSD to promote all feasible means of energy conservation and to implement reasonable energy conservation measures;

**WHEREAS**, due to potential increases in energy costs, MCSD's expenditures for energy will accordingly also increase, adding to the burden on ratepayers and reducing the amount of funds available for other public purposes;

**WHEREAS**, MCSD has determined it to be in its best interest to adopt energy conservation measures when it can be demonstrated that improved efficiency will result in long-term energy use reduction and cost savings;

**WHEREAS**, pursuant to Government Code section 4217.16, MCSD requested that qualified persons investigate certain sites and submit proposals for the performance of proposed energy efficiency and conservation services at such sites;

**WHEREAS**, Villara, a California corporation and a licensed contractor, is experienced in the analysis and audit of energy use, as well as in the design of energy efficiency solutions and implementation of energy conservation services;

**WHEREAS**, Villara investigated the sites within MCSD as expressly referenced in the Contract, and, in August of 2014, submitted a written proposal to McKinleyville Community Services District with respect to the performance of certain identified energy efficiency and conservation services;

**WHEREAS**, MCSD, pursuant to this Resolution has determined it to be in the best interests of McKinleyville Community Services District to enter into this Contract in lieu of competitively bidding the work that is the subject matter of the Contract. In this regard, MCSD has made explicit findings, in accordance with Government Code sections 4217.12, 4317.13 and/or 4217.15, including, *inter alia*, that the anticipated costs to MCSD for the energy conservation services to be performed under the Contract will be less than the anticipated marginal costs to MCSD for the purchase or acquisition of thermal, electrical or other energy to be consumed in the absence of the performance of the energy conservation services under the Contract; and

**WHEREAS**, subject to the express findings of MCSD in accordance with Government Code sections 4217.12, 4217.13 and/or 4217.15, MCSD has elected to award this Contract to Villara as authorized under California law (including, without limitation, Government Code section 4217.16), based on Villara's demonstrated competence and its professional qualifications necessary for the satisfactory performance of the required energy efficiency and conservation services, including, without limitation, the type of technology employed by Villara and the cost to MCSD to perform the Contract. Villara has represented that it can and will perform the energy efficiency and conservation services in accordance with the Contract, and MCSD has determined that Villara is offering fair and reasonable prices for said energy conservation services.

**WHEREAS**, the Board authorizes staff to make minor modifications prior to Board President execution;

**NOW, THEREFORE, BE IT RESOLVED** that the McKinleyville Community Services District does hereby authorize the Board President to execute the Agreement with Villara Corporation for Energy Efficiency and Conservation Services Contract, show as Exhibit A below.

**ADOPTED, SIGNED AND APPROVED** at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on the 13th day of May, 2015 by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

John Corbett, Board President

Attest:

---

Becky Schuette, Board Secretary



## **ENERGY SERVICES CONTRACT**

As authorized pursuant to California law, including, without limitation, California Government Code sections 4217.10 through 4210.18, this Energy Services Contract (“Contract”) is effective as of May 13, 2015 as between the **McKinleyville Community Services District**, a community services district duly organized and validly existing under the laws of the State of California (“MCSD” or “Owner”), whose address is 1656 Sutter Road, McKinleyville, CA 95519, and **Villara Corporation**, a California corporation and contractor licensed under the laws of the State of California (“Villara” or “Contractor”), whose address is 4700 Lang Avenue, McClellan, California 95652. Collectively, MCSD and Villara are referred to as “Parties,” and individually as “Party.” The Parties agree as follows:

WHEREAS, it is the intent of MCSD to promote all feasible means of energy conservation and to implement reasonable energy conservation measures;

WHEREAS, due to substantial increases in energy costs, MCSD’s expenditures for energy have accordingly also increased, adding to the burden on taxpayers and reducing the amount of funds available for other public purposes;

WHEREAS, MCSD has determined it to be in its best interest to adopt energy conservation measures when it can be demonstrated that improved efficiency will result in long-term energy use reduction and cost savings;

WHEREAS, pursuant to Government Code section 4217.16, MCSD requested that qualified persons investigate certain sites and submit proposals for the performance of proposed energy efficiency and conservation services at such sites;

WHEREAS, Villara, a California corporation and a licensed contractor, is experienced in the analysis and audit of energy use, as well as in the design of energy efficiency solutions and implementation of energy conservation services;

WHEREAS, Villara investigated the sites within MCSD as expressly referenced in the Contract, and, on [DATE], submitted a written proposal to MCSD with respect to the performance of certain identified energy efficiency and conservation services;

WHEREAS, MCSD, pursuant to this Resolution, has determined it to be in the best interests of MCSD to enter into this Contract in lieu of competitively bidding the work that is the subject matter of the Contract. In this regard, MCSD has made explicit findings, in accordance with Government Code sections 4217.12, 4317.13 and/or 4217.15, including, *inter alia*, that the anticipated costs to MCSD for the energy conservation services to be performed under the Contract will be less than the anticipated marginal costs to MCSD for the purchase or acquisition of thermal, electrical or other energy to be consumed in the absence of the performance of the energy conservation services under the Contract; and

WHEREAS, subject to the express findings of MCSD in accordance with Government Code sections 4217.12, 4217.13 and/or 4217.15, MCSD has elected to award this Contract to

Villara as authorized under California law (including, without limitation, Government Code section 4217.16), based on Villara's demonstrated competence and its professional qualifications necessary for the satisfactory performance of the required energy efficiency and conservation services, including, without limitation, the type of technology employed by Villara and the cost to MCSD to perform the Contract. Villara has represented that it can and will perform the energy efficiency and conservation services in accordance with the Contract, and MCSD has determined that Villara is offering fair and reasonable prices for said energy conservation services.

The Parties hereto mutually agree to the terms and conditions set forth herein.

**1. Contract Documents.**

This Contract is comprised of the following Contract Documents, all of which are incorporated herein by reference:

- (a) This Contract, inclusive of all Exhibits hereto;
- (b) The "Energy Services Proposal" submitted to MCSD by Villara, dated [DATE], attached hereto as Exhibit A (the "Proposal");
- (c) **[INSERT: DESCRIPTION OF ADDITIONAL CONTRACT DOCUMENTS, INCLUDING ALL CONSTRUCTION DOCUMENTS, PLAN/DRAWINGS AND SPECIFICATIONS].**

Upon making all payments as required under the Contract, Owner shall receive ownership of the property rights of all Construction Documents, including all plans/drawings, specifications, electronic data and information prepared, provided or procured by Villara for this Project. Except as to software licenses, Owner may use, reproduce and make derivative works from the Construction Documents as authorized in this Contract. Notwithstanding the foregoing, however, Villara shall continue to own the underlying, generic design concepts set forth in the Construction Documents, including all plan/design details and system arrangements, and shall have the right to use such concepts in connection with the design of other projects without Owner's consent.

Owner agrees that Villara may retain copies of the Construction Documents, and Owner is permitted to retain copies, including reproducible copies and electronic data, of the Construction Documents, and shall have the right to use the Construction Documents and the ideas and designs contained therein for information and reference in connection with Owner's use, maintenance, repair and occupancy of the Project and in connection with additions, alterations or future construction to the Project; however, Owner shall not use, reproduce or make derivative works from the Construction Documents for other projects without the advance written authorization and agreement of Villara. In the event that Owner uses the Construction Documents for any project other than the Project (or for any additions, alterations or future construction to the Project where Villara is not engaged by Owner for such additions, alterations or future construction), Villara shall not be responsible for such use, and Owner shall defend, indemnify and hold Villara and its consultants, the Architect/Engineer, Subcontractors, and the agents, officers, directors and employees of each of them, harmless from and against any and all

damages, losses, costs and expenses, including reasonable attorneys' fees and court costs, arising out of or resulting from the Owner's use of the Construction Documents.

**2. Description of Work.** Contractor shall furnish, in a good and workmanlike manner, all work, labor, tools, materials, supervision, and equipment to complete the energy efficiency and conservation services and construct and install the 655kwdc PV System, as expressly identified in the Proposal and the Contract Documents, and subject to all exclusions as set forth in the Proposal, hereinafter collectively referred to as the "Work", at the following location: **[DESCRIPTION OF PROJECT SITE]**, hereinafter referred to as the "Project."

All design services required to be performed under this Contract, if any, shall be procured from licensed design professionals. The standard of care for design services performed under this Contract shall be the care and skill ordinarily used by members of the design profession as Contractor's design professionals practicing under similar conditions at the same time and locality, but, at a minimum, all design services provided by Contractor shall ensure that the Work and the Project are in full compliance with all governmental laws, ordinances and requirements.

**3. Contract Price.** Provided Contractor is not in default of the terms of this Contract, Owner shall pay Contractor for the proper performance of the Work, subject to additions and deductions by written change order as provided in this Contract, the lump sum Contract Price of (\$ 2,947,500.0).

The Contract Price includes all applicable federal and/or state sales, use, franchise, excise, and other taxes which may now or hereafter be levied, and all labor, material, equipment, fuel and other costs necessary to perform the Work under this Contract.

**4. Contractor's Duties and Status.** Contractor covenants to use its best skill and judgment, to furnish efficient business administration and superintendence, to use its best efforts to furnish, at all times, an adequate supply of workers and materials, and to perform the Work in the most expeditious and economical manner consistent with the interests of the Project.

Contractor acknowledges that it is an independent contractor, and not an agent or employee of Owner. Contractor shall furnish Owner with a list of its subcontractors and material suppliers to be used on the Project prior to commencing work on the Project. Although the Parties acknowledge that the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100, *et seq.*) shall not apply to the Contract, Contractor shall notify Owner of any changes of subcontractors and/or suppliers. Contracts between the Contractor and its subcontractor(s) shall (1) require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and (2) to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Contract Documents, assumes towards the Owner.

Not later than three (3) working days after commencement of the Work, the Contractor shall submit to the Owner a detailed schedule of values (the "Schedule of Values") that allocates the entire Contract Price among the various activities comprising the Work. The Schedule of Values shall be supported by such documentation as reasonably necessary to substantiate its accuracy. The Schedule of Values, which may be updated by Contractor from time-to-time as reasonably required, shall be utilized as the basis for the preparation, and approval, of the Contractor's applications for payment.



**Owner Representative.** The representative on behalf of the Owner, authorized to represent MCSD for all purposes in conjunction with the Project, is:

**[ADD OWNER REPRESENTATIVE CONTACT INFO]**

**5. Time.** The Parties acknowledge that time is of the essence for the performance of this Contract, and that the Work must be completed by **[DATE]**. Upon receipt of a written Notice(s) to Proceed issued on behalf of the Owner, Contractor agrees to promptly commence the Work, or any portion of the Work, as identified in the Notice(s) to Proceed.

Final Completion of the Work shall be defined as completion of the Work in accordance with this Contract, the recordation of the Notice of Completion in the Office of the Humboldt County Recorder and/or the issuance of a final certificate (or certificates) of completion or occupancy by the applicable governmental authority (or authorities), completion of punch list work, and submission of all documentation (including all conditional and/or unconditional waivers and lien releases, equipment operation and maintenance manuals, final payment application, and as-built drawings) as required by this Contract as a condition precedent for payment.

Within fifteen (15) days after the issuance of the Notice(s) to Proceed and the commencement of the Work, Contractor shall meet and confer with Owner's Representative to allow Contractor to prepare and publish to Owner a mutually acceptable written schedule ("Schedule") depicting all significant Work activities and the logic ties between them and showing the Contractor's plan for timely and practical completion of the Work. Owner may require, from time-to-time, but in no event more frequently than on a monthly basis, that Contractor submit an updated monthly Schedule showing the as-built durations of activities and the then-existing balance of the Work that remains to be performed.

If Contractor is delayed in the prosecution or completion of the Work by the act, neglect, or default of Owner, or by acts of God, strikes, lockouts, unavoidable casualties, or similar matters beyond Contractor's reasonable expectation and control, then the time for completion of the Work (to be determined pursuant to the Schedule) shall be extended by the number of days the Contractor has thus been delayed, and Contractor may also assert a claim for additional costs incurred by Contractor due to any such delays (including, without limitation, claims for acceleration, impacts and additional overhead and indirect costs). Contractor shall provide prompt written notice to Owner upon the occurrence of any Project delay for which Contractor seeks an extension of time or a change in the Contract Price. In the event that Contractor and Owner are unable to agree upon a mutually acceptable extension of time and/or adjustment in the Contract Price for any Project delay, said Project delay shall be subject to the dispute resolution provisions pursuant to Section 30 of the Contract. No claim, dispute or controversy associated with any Project delay shall interfere with the progress or performance of the Work.

**7. Payment.** On or before the tenth (10<sup>th</sup>) day of each month, Contractor shall submit a written application for progress payments in a form satisfactory to Owner covering the estimated value of Work completed during that period.

Within 25 days of receipt of a progress payment application, Owner shall verify the accuracy of the estimated value or values stated on the application, correct the value or

values where appropriate and shall make payment to Contractor in an amount equal to ninety-five percent (95%) of such application, as verified or corrected by Owner. Except as otherwise provided in this Contract, the remaining five percent retainage (5%) and final payment due Contractor shall be paid pursuant to Public Contract Code section 7107.

As an express condition precedent to payment, Contractor agrees to furnish in connection with each progress payment application: (i) copies of properly executed change orders; (ii) an affidavit signed by Contractor that all payrolls, taxes, laborers, bills for materials and equipment, Union Trust Funds, and other indebtedness connected with the Project for which Owner might in any way be responsible, have been paid or satisfied; (iii) statutory lien waiver and release forms (conditional waiver and release form followed by unconditional waiver and release form) which substantially conform to the requirements of the California Civil Code for work, labor, equipment, and material used in performance of this Contract, executed by Contractor and all other individuals, firms, or entities performing work or furnishing equipment or materials under this Contract; (iv) and such other information, materials, or documents reasonably required to comply with the requirements of the Contract Documents.

To the extent Contractor submits an application for progress payment, or final payment, and Owner disagrees with some but not all of said payment request, Owner agrees to issue payment in the amount recognized and acknowledged as due, and Contractor agrees, on behalf of itself and its subcontractors and suppliers of every tier, to: (a) provide statutory conditional waiver and release forms recognizing the actual payment(s) to be made by Owner; and (b) proceed with the balance of all Work on the Project, without delay, disruption or slowdown despite one or more disputes relating to payment. Should any disputes concerning payment arise, the Parties' remedy shall be through the exercise of the disputes resolution provisions at Section 30 of the Contract.

Retainage and final payment of the Contract Price shall be paid to the Contractor, in accordance with Public Contract Code section 7107, and no event later than 60 days after the date of completion (as that term is defined under Public Contract Code section 7107). Any Notice of Completion and/or final certificate of completion or occupancy shall not be recorded prior to (i) full and final completion of the Work; (ii) the completion and issuance of all designated governmental inspections and certifications, if required; (iii) acceptance of the Work by the Owner; (iv) satisfaction of all the conditions for final payment contained in this Contract; (v) the submission by the Contractor to the Owner of as-built final drawings; (vi) the submission by the Contractor to the Owner of an acceptable final payment application; and (vii) the submission by the Contractor to the Owner of operating instructions, parts lists and maintenance manuals, inspection and start-up reports, and balance reports for all equipment installed.

Payments due and unpaid under the Contract shall bear interest and be subject to penalties, if appropriate, in accordance with California law.

**8. Right to Withhold Funds.** Owner may withhold payment, in whole or in part, to the extent necessary to reasonably protect the Owner, if it is unable to verify the accuracy of the application for payment. If the Owner is unable to verify the accuracy of the application for payment, the Owner will notify the Contractor in writing as to the grounds for the determination by the Owner. If the Contractor and the Owner cannot agree on a revised amount, the Owner will promptly process payment for those amounts for which the Owner is able to verify. Subject to California law, Owner may withhold funds and decline to make payment to protect the Owner

from loss because of subsequently discovered: (1) defective Work not remedied; (2) third party claims filed or reasonable evidence indicating probable filing of such claims, including claims by separate contractors, against the Owner arising from the Project; (3) failure of the Contractor to make payments properly to Subcontractors, or for labor, materials or equipment; (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; (5) damage to the Owner; (6) reasonable evidence that the Work will not be timely completed; (7) persistent failure to carry out the Work in accordance with the Contract Documents; or (8) any stop notice served upon the Owner arising from the Project.

When the grounds enumerated above are removed or otherwise addressed to the satisfaction of Owner, payment shall be made for amounts withheld because of them.

**9. Contract Change Orders/Extra Work.** Owner, without invalidating this Contract, may order changes in the Work within the general scope thereof, consisting of additions, deletions, or other revisions. The Contract Price and the Contract time for performance of the Work shall be adjusted accordingly, subject to the Contract Documents. Prior to the issuance of a Contract Change Order or written directive ordering the performance of the work by the Owner's representative, Owner may request, and Contractor shall promptly provide, an estimate of the proposed cost and time impacts, if any, associated with the changes in the Work to assist the Parties in reaching a bilateral Contract Change Order. If the Parties are unable to agree upon a Contract Change Order, the Owner may, issue a unilateral Contract Change Order or a written directive by the Owner's representative ordering Contractor to perform the changes in the Work.

All changes in the Work, including changes in the Contract Price and the Contract time for performance of the Work, shall be authorized only by written Contract Change Order, signed by Owner or Owner's representative, or a written directive executed on behalf of the Owner's representative directing Contractor to perform the changes in the Work. If Contractor disagrees with the Contract Price adjustment and/or Contract time impacts as stated in the Contract Change Order or the written directive on behalf of the Owner's representative ordering the changed Work, Contractor shall provide prompt written notice to Owner. The Parties shall make a good faith effort to mutually agree upon the terms of any Contract Change Order. If they are unable to do so, the Contractor shall perform the work as directed under the Contract Change Order (or written directive by the Owner's representative) and Owner shall make payment to the Contractor of any undisputed amounts and/or provide any undisputed adjustment to Contract time. The additional Contract Price not paid and/or Contract time extension not granted by Owner, may thereafter be asserted as a claim by Contractor and shall be subject to the dispute resolution provisions pursuant to Section 30 of the Contract.

If Contractor claims that performance of any aspect of the Work entitles it to additional compensation or to an extension of Contract time for performance of the Work, Contractor shall provide written notice to Owner of any such claim prior to undertaking such work. If Owner refuses to issue a Contract Change Order for such work, Contractor shall perform the work as directed by Owner (or the owner's representative) and may thereafter submit a claim for additional compensation or extension of the time for performance within thirty (30) days after such work is performed, and said claim shall be subject to the dispute resolution provisions pursuant to Section 30 of the Contract. For each day any extra work is performed, Contractor shall identify the same in the daily report, and Contractor shall complete,



sign and deliver to Owner a specific daily extra work form detailing the actual extra work performed.

**10. Contract Change Orders/Extra Work Payment.**

(A) A Change Order is a written order to the Contractor signed to show the approval and authorization of Owner, issued after execution of the Contract, authorizing a change in the work or an adjustment in the Contract Price or the Contract Time. The Contract Sum and the Contract Time shall be changed only by Change Order. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract Sum or the Contract Time, for full and final settlement of all costs (direct, indirect and overhead) related to the work authorized by the Change Order.

(B) MCSD, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletion or other revisions, the Contract Sum and Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

(C) Costs mean an itemized breakdown of all labor (by crafts), materials, sales taxes, equipment rentals, etc., for each portion of the work which comprises the change order including any subcontractors itemized breakdown, plus a fifteen percent (15%) mark up to cover all profits, overhead and administration. The cost or credit to MCSD resulting from a change in the Work shall be determined in one or more of the following ways:

(i) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.

(ii) by unit prices stated in the Contract Documents or subsequently agreed upon in writing;

(iii) by cost to be determined in a manner agreed upon by the parties in writing and a mutually acceptable fixed or percentage fee; or

(iv) by the method provided in subsection (4) and (5) below.

(D) If none of the methods set forth in subsections 9.C (i) through (iii), above, is agreed upon, the Contractor, provided that a written order signed by MCSD is received, shall promptly proceed with the work involved. The cost of such work shall then be determined by MCSD, on the basis of reasonable expenditures or savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Price, a reasonable allowance for overhead and profit. In such case, and also under subsections 9.C (iii) above, the Contractor shall keep and present, in such form as MCSD may prescribe, an itemized accounting of actual cost together with appropriate supporting data for inclusion in a Change Order. Costs may include, without limitation, the following: cost of materials, including sales tax and cost of delivery; cost of labor including social security, old age and unemployment insurance and fringe benefits required by agreement or custom; workers' compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field personnel directly attributable to the change. Upon determination of cost by MCSD, payments to the Contractor shall be promptly made. If the Contractor disputes the cost determination, the

Contractor may initiate a Claim in compliance with the Claims and disputes resolution provisions of this Contract.

(E) The amount or credit to be allowed by the Contractor to MCSD for any deletion or change resulting in a decrease in the Contract Sum will be the amount of the actual cost including reasonable overhead. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured in the basis of the new increase, if any, with respect to that change.

**11. Supervision of Construction.** Contractor shall supervise and direct the Work using its best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work, including the scheduling thereof and ensuring the Work is promptly completed. Contractor shall be responsible to Owner for the acts or omissions of its employees, subcontractors, and their agents and employees, and other persons performing any of the Work. Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the Project any unfit person or entity or anyone not skilled in the task assigned to him/it. Upon reasonable request, Owner shall have the right to direct that Contractor remove/replace any worker or entity not meeting the foregoing qualifications.

**12. Review of Project, Site and Plans and Specifications.** By executing this Contract, Contractor represents that it has visited the site(s) of the Work and/or Project, familiarized itself with the local conditions under which the Work is to be performed and the conditions of the site of the Work, and has correlated its observations with the requirements of this Contract.

**13. Compliance with Laws and Regulations.** At its sole cost and expense, Contractor shall give all notices and comply with all applicable state and federal laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work, including those relating to safety, hazardous substances, and equal employment opportunities; pay all local, state, and federal taxes; and pay all benefits, insurance, taxes, contributions for Social Security and Unemployment which are measured by wages, salaries, or other remuneration's paid to Contractor's (and its subcontractors') employees. Upon Owner's request, Contractor shall furnish evidence satisfactory to Owner that any or all of the foregoing obligations have been fulfilled.

The term "Hazardous Substance," as used in this Contract, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCB's), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority as applicable to the Project.

Contractor shall not cause or permit to occur:

(i) Any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the Project, or arising from Contractor's use or occupancy of the Project, including, but not limited to, soil and groundwater conditions; or

(ii) The use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under, or about the Project, or the transportation to or from the Project of any Hazardous Substance, except as specifically disclosed by Contractor, in writing, for inclusion in each Work Contract covered by this Contract, and then only if such use is in accordance with applicable Material Data Safety Sheets and with all applicable laws, ordinances, and regulations now or hereafter enacted.

Environmental Clean Up:

(i) Contractor shall, at Contractor's own expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances ("Laws").

(ii) Contractor shall, at Contractor's own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities (the "Authorities") under the Laws.

(iii) Should any Authority or any third party demand that a clean up plan be prepared and that a clean up be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances, which arises at any time from Contractor's use or occupancy of the Project, then Contractor shall, at Contractor's own expense, prepare and submit the required plans and all related bonds and other financial assurances; and Contractor shall carry out all such clean up plans.

(iv) Contractor shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances that is required by Owner. If Contractor fails to fulfill any duty imposed under this Section within a reasonable time, Owner may do so; and in such case, Contractor shall cooperate with Owner in order to prepare all documents Owner deems necessary or appropriate to determine the applicability of the Laws to the Project and Contractor's use thereof, and for compliance therewith, and Contractor shall execute all documents promptly upon Owner's request. No such action by Owner and no attempt made by Owner to mitigate damages under any Law shall constitute a waiver of any of Contractor's obligations under this Section.

(v) Contractor's obligations and liabilities under this Section shall survive the expiration of this Contract.

**14. Stop Notices.** Contractor shall fully defend, indemnify, and hold Owner harmless against any and all claims, liabilities, loss, damage, costs, expenses, awards, and judgments, arising by reason of any stop notices for labor, materials, or equipment used or furnished to be used in the Work, or union trust fund payments. Contractor shall cause the effect of any such stop notice to be eliminated within fifteen (15) days after written demand to do so is made by Owner. If Contractor fails to do so, Owner may use whatever means it deems appropriate to cause the lawsuit or stop notice to be removed or dismissed. Contractor may litigate any such lawsuit or stop notice provided Contractor first causes its effect to be removed from the Project.

**15. Insurance.** Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work by the Contractor, Contractor's agents, representatives, employees or subcontractors. Contractor shall submit amendments or



endorsements to Contractor's policies of insurance, signed by an authorized agent of the insurer, attesting to insurance coverage of the Contractor as required by this Section.

**Minimum Scope of Insurance:**

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability coverage "occurrence" form CG0001 12 07.
- B. Insurance Services Office Business Auto Coverage form number CA 0001 0306 covering Automobile Liability, code 1 "any auto."
- C. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

**Minimum Limits of Insurance:**

Contractor shall maintain limits no less than:

- A. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

**Deductibles and Self-Insured Retentions:**

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expense.

**Other Insurance Provisions:**

The policies are to contain, or be endorsed to contain, the following provisions:

- A. **General Liability and Automobile Liability Coverages.**
  - i. MCSD, its officers, officials, employees, and agents while performing contract administration services, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or

automobile owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees, agents, or volunteers.

ii. The Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, officials, employees, agents, or volunteers.

iv. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

v. All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names MCSD, its elected officials, officers, employees, agents, and volunteers as an additional insured and provides that coverage shall not be reduced or canceled without 30 days written prior notice certain to the Owner.

**B. Workers' Compensation and Employers Liability Coverage.**

The insurer shall agree to waive all rights of subrogation against the Owner, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Owner.

**C. All Coverages:**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Owner.

**Acceptability of Insurers:**

Insurance is to be paid with insurers with a Best's rating of no less than A: VI.

**Verification of Coverage:**

Contractor shall furnish the Owner with endorsements or insurance policy amendments reflecting the types of insurance and limits of coverage required by this Section 11. The endorsements or amendments for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements or amendments are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies.

**Subcontractors:**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate insurance policy amendments and endorsements for each subcontractor.

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, for damages to the extent covered by insurance required to be obtained herein, even if such claims or causes of action arise from or are attributed to the joint, concurrent, or comparative negligence of Owner or Contractor, or their respective employees, agents, representatives, or invitees. The Contractor shall require each Subcontractor to provide similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged or injury sustained.

**16. Default by Contractor.** If Contractor at any time refuses or neglects to carry out the Work in accordance with this Contract or to supply a sufficient number of properly skilled workers or a sufficient quantity of materials of proper quality, or is adjudicated as bankrupt, or files an arrangement proceeding, or commits any act of insolvency, or makes an assignment for the benefit of creditors without Owner's consent, or fails to make prompt payment to persons furnishing labor, equipment, or materials, or fails to cause the effect of any lawsuit or stop notice to be removed within fifteen (15) days after written demand, or fails in any respect to properly and diligently prosecute the Work, or becomes delinquent with respect to contributions or payments required to be made to any employee benefit program or trust, or otherwise fails to perform fully any and all of the agreements herein contained, Contractor shall be in default. If Contractor fails to cure the default within seven (7) calendar days after receipt of written notice thereof, Owner may, at its sole option: (A) provide any such labor, equipment, and materials as may be necessary and deduct the cost thereof from any money then due or thereafter to become due to Contractor under this Contract; or (B) terminate this Contract. In the event Owner elects to terminate, Owner shall have the right to enter upon the premises of the Project and, for the purpose of completing the Work, take possession of all materials of Contractor, and may employ any other person or persons to finish the Work and provide the materials therefor.

**17. Termination for Convenience.** Owner reserves the absolute right to terminate this Contract for its convenience. In the event of such termination without cause, Contractor shall be entitled to payment in an amount not to exceed the Contract Price which shall be calculated as follows: (A) Contractor's cost for that part of the Work actually completed by Contractor and accepted by Owner; plus (B) other reasonable, unavoidable costs actually incurred by Contractor in connection with termination; plus (C) fifteen percent (15%) of the cost referred to in subparagraph A, above, for overhead. There shall be deducted from such sums as provided in this section the amount of any payments made to Contractor prior to the date of termination of this Contract. Contractor shall not be entitled to any claim against Owner for any additional compensation or damages in the event of such termination and payment.

**18. Submittals.** The Contractor shall review for compliance with the Contract Documents, approve in writing and submit to the Owner or the Owner's representative, Shop Drawings, Product Data, Samples and similar submittals with reasonable promptness and in such sequence as to cause no delays in the performance of the Work. The Work shall be in



accordance with the Shop Drawings, Product Data, Samples and similar submittals approved in writing by Owner or Owner's representative. The Contractor shall perform no portion of the Work requiring submittals and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal(s) has/have been approved by the Owner or the owner's representative in writing. The Owner or the Owner's representative will make corrections, if any, on any submittals, affix its approval thereto and return the same to the Contractor. If the Contractor shall be required to resubmit any submittals, the Contractor shall promptly correct and resubmit the same to the Owner or Owner's representative for final approval in writing.

**19. Use of Site.** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

**20. Cleaning Up.** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material.

**21. Claims for Concealed or Unknown Conditions.** If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing Party shall be given to the other party promptly before conditions are disturbed and in no event later than thirty (30) days after first observance of the conditions. If the Owner and Contractor cannot agree on an adjustment in the Contract Price or Contract time in accordance with the Contract, Contractor may submit a claim subject to the dispute resolution provisions pursuant to Section 30 of the Contract.

**22. Owner's Right To Perform Construction/Award Separate Contracts.** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts for other construction or operations on the site(s) of the Project. If the Contractor claims that delay or additional cost is involved with the performance of the Work because of such action by the Owner, said claim on behalf of Contractor shall be subject to the dispute resolution provisions pursuant to Section 30 of the Contract, only after written notice has been given to Owner that a delay or additional cost will arise from this action.

The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

**23. Indemnity.** To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless MCSD, its elected officials, officers, employees, agents, the Project consultants, and their officers and employees, from and against all damages, claims for damage, liability, loss, costs, attorney's fees, or expenses arising in law or equity, including, but not limited to, any assertion of claims for stop notices by subcontractors or suppliers of any tier, or assertion of security interests by suppliers, or any liability for damages for death or bodily

injury to person, injury to property, and attorney's fees and other costs of defense, arising out of or resulting from performance of the work necessary to complete the Project, the failure of the Contractor to perform its obligations or undertakings as stated in the Contract Documents, except for any damages, claims for damages, liability, loss, costs or expenses in law or equity arising from the sole or active negligence or willful misconduct of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, or person described elsewhere in the Contract Documents.

If requested by Owner, Contractor shall obtain, and shall require each subcontractor designated by Owner to obtain, a Performance Bond and Labor and Material Payment Bond, in a form satisfactory to Owner, and in the amount up to one hundred percent (100%) of the Contractor's compensation in the case of Contractor, and up to one hundred percent (100%) of the applicable contract amount for each designated Subcontractor. The premium for bonds required above shall be paid by Owner.

**24. Warranties.** All materials, equipment and work furnished by Contractor shall strictly comply with all requirements of this Contract, be new and of good and workmanlike quality, and free from defects, and shall be subject to inspection and approval by Owner. Contractor shall promptly repair or replace defective or non-conforming materials, equipment or Work, at Contractor's sole expense, immediately upon notification thereof, to the satisfaction of Owner. Contractor shall pay the cost to repair any adjacent materials, equipment or Work disturbed or damaged during or as a result of any such corrective work. All corrective materials, equipment and work are similarly guaranteed. Contractor hereby agrees that said express warranty shall remain in effect for a period of not less than one (1) year after final completion of Work performed by Contractor.

Warranties required by the Contract Documents shall commence upon the date of final completion of the Work unless otherwise agreed in writing by Owner. The Contractor agrees to assign to the Owner at the time of final completion of the Work, any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties. All warranties shall be signed by the Manufacturer or Subcontractor and countersigned by the Contractor. All warranties shall be addressed and delivered to the Owner upon completion of the Work and before or with the submission of request for Final Payment.

**25. Protection of Work and Workers/Safety Program.** Contractor shall secure and protect all Work done hereunder and assume full responsibility for the condition thereof until final acceptance by Owner, except that Owner shall assume full responsibility for those aspects of the Work used by Owner and/or which Owner takes beneficial use/occupancy of prior to final completion. Contractor further agrees to protect the workers of Contractor, its subcontractors and Owner from Contractor's operations to the extent required by law.

Contractor shall establish, maintain and supervise a safety program at the jobsite and require all subcontractors to establish, maintain and supervise their own safety programs. The Contractor shall designate a responsible member of its organization at the site whose duties shall include confirming that each subcontractor has established and is maintaining such safety programs. The Contractor shall cooperate fully with the all insurance carriers and loss

prevention personnel on loss and accident prevention, and the Owner reserves the right to stop any operational function or use of any equipment it deems unsafe upon written notice to the Contractor or its representative at the site.

**26. Assignment of Contract.** Contractor shall not, without the prior written consent of Owner, assign or transfer Contractor's rights or obligations under this Contract. Owner may assign or transfer the whole or any part of this Contract, and Owner's rights hereunder, to any corporation, individual, or partnership, without prior written consent of the Contractor.

**27. Notices.** All notices, requests, demands or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given on the date of service if served personally (FedEx and similar services shall be considered to be personal service) or by telephone facsimile or other electronic transmission (provided that the addressee of a telephone facsimile or other electronic transmission actually receives such facsimile or that the party transmitting by facsimile shall promptly send an original to the other parties by any other means specified herein), and upon the second business day after mailing, if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, return receipt requested, and properly addressed to the addresses set forth at the beginning of this Contract. Any party may change its address for purposes of this section by giving the other party written notice of the new address in the manner set forth herein. Notice shall be given to the following individuals:

For MCSD:

**[IDENTIFY NOTICE CONTACT]**

For Villara:

**[IDENTIFY NOTICE CONTACT]**

**28. Worker Facilities and Conveniences.** Unless otherwise provided in this Contract, Contractor shall provide all of its own facilities and conveniences, including drinking water and sanitary facilities for its employees.

**29. Governing Law and Venue.** This Contract shall be governed and construed in accordance with the laws of the State of California.

**30. Dispute Resolution.** Claims, disputes and other matters in question arising out of or relating to this Contract, shall be subject to meet and confer efforts and mediation as a condition precedent to the institution of legal or equitable proceedings by either Party.

If the Owner and Contractor cannot resolve any issue or issues, the Parties agree to meet and confer through use of senior management to address any issue(s). Said meet and confer process shall occur, in McKinleyville, California, within twenty (20) calendar days of a written request therefore, and shall be a condition precedent to mediation.

If necessary, the parties shall thereafter endeavor to resolve their disputes by mediation. Any request for mediation shall in writing and delivered to the other party to this Contract. The mediator shall have the following minimum qualifications: an attorney licensed and practicing at least fifteen (15) years specializing in construction law matters.

If following the meet and confer conference and mediation the claims, disputes and other matters in question arising out of or relating to this Contract, or any portion thereof, remains in dispute, Contractor may file a Claim pursuant to Chapter 1 (commencing with Section



900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Contractor submits written notice to owner of said claims, disputes and other matters in question arising out of or relating to this Contract until such time that the claims, disputes and other matters in question arising out of or relating to this Contract are denied or rejected by Owner, including any period of time utilized the Parties to pursue the meet and confer conference and any mediation.

Any litigation arising out of this Contract shall be brought in the Sacramento County Superior Court.

**31. Prevailing Wage Project.** All laborers and mechanics performing the Work pursuant to this Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality in which the work to complete the Project is to be performed in accordance with, and as required by, all applicable federal and state laws.

**32. Contract Interpretation.** This Contract is a product of negotiation and preparation by and among each Party and its representative attorneys. Accordingly, all Parties acknowledge and agree that this Contract shall not be deemed prepared or drafted by one Party or another, or the attorneys for one Party or another, and shall be construed accordingly.

**CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS STATE LICENSE BOARD, POST OFFICE BOX 26000, SACRAMENTO, CALIFORNIA 95826.**

MCKINLEYVILLE COMMUNITY  
SERVICES DISTRICT

By \_\_\_\_\_

Its Board President

VILLARA CORPORATION

By \_\_\_\_\_

Its \_\_\_\_\_

California Contractors License No. 162634

SYMBOL LEGEND - GENERAL	
<div>⊕</div>	DETAIL: VIEW, SHEET NUMBER.
<div>⊗</div>	EQUIPMENT TAG.
<div>⊗</div>	ELECTRICAL WIRE / PIPE TAG.
<div>ⒶⒷⒸ</div>	INFO NOTE AS SHOWN.
<div>⊕</div>	EGC CONNECTION
<div>(TYP)</div>	TYPICAL
<div>(E); (N)</div>	EXISTING; NEW

COMMUNITY SERVICES DISTRICT

675 Hiller Road. McKinleyville, CA

New Ground Mount Solar Photovoltaic

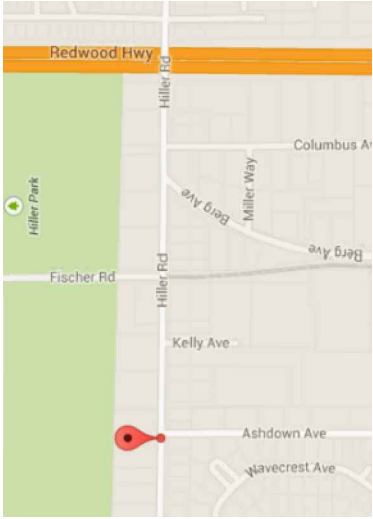
PROJECT SCOPE:  
Install new rooftop Utility Interconnected Solar Photovoltaic system comprised of (XX) new (XX)w solar modules and (XX) new Inverters assembled together on ground mount attached racking system.  
Total DC system = 655,000W.

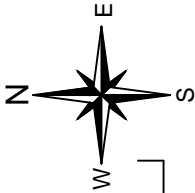
General Notes:  
1. Project shall comply with 2013 California Fire, Building, Mechanical, Energy, Electrical and Plumbing Codes; Building Energy Efficiency Standards, and all applicable local amendments and ordinances.

2. The project contractor shall provide all measures necessary to maintain building safeguards, exits, and fire protection devices. Protect adjacent properties, workers, and other persons during construction operations (CBC 3302, 3306 & 3307).  
3. Construction shall not restrict a five-foot clear and unobstructed access to any water or power distribution facilities (power poles, pull boxes, transformers, vaults, pumps, valves, meters, appurtenances, etcetera) or to the location of the hook-up. The construction shall not be within ten-feet of any power lines, whether or not the lines are located on the property. Failure to comply may cause construction delays and/or additional expenses.

SHEET INDEX	
CS	COVER SHEET - SITE PLAN
A1	ROOF LAYOUT
E0	ELECTRICAL COVER & NOTES
E1	ELECTRICAL DIAGRAM
E2	MODULE DATA.
E3	INVERTER DATA.
E4	DISCONNECT AND SUBPANEL DATA.
S1	RACKING SYSTEM DATASHEET.
S2	RACKING ATTACHMENT.
S3	ATTACHMENT BRACKET AND FASTENERS.
D2	MATERIALS REFERENCE.
Villara Building Systems Contacts: Solar Planning. 916-646-2700 x2015 Administration. 916-646-2700 x1516	

SITE MAP





VILLARA

BUILDING SYSTEMS

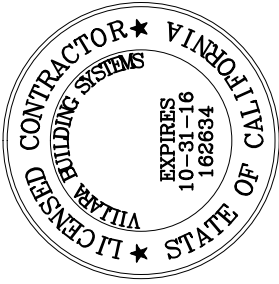
4700 LANG AVENUE

McCLELLAN, CA 95652

PH: 916.646.2700

FAX: 916.646.2267

www.villara.com



The within design is the exclusive property of Villara Building Systems. The drawings or blueprints containing this design are and shall remain the property of Villara Building Systems. The delivery of the original or copies thereof does not constitute a publication thereof. These drawings or blueprints are exhibited solely for the purpose of transacting a sale by Villara of the system(s) incorporated within this design. Any communication of this design without the consent of Villara Building Systems constitutes a violation of the laws of this state.

NEW GROUND MOUNT SOLAR PHOTOVOLTAIC

COMMUNITY SERVICES DISTRICT

675 HILLER ROAD. MCKINLEYVILLE, CA

JN-000000

REVISION:

5/6/2015 9:11 AM

SHEET TITLE:

CS



# McKinleyville Community Services District

## BOARD OF DIRECTORS

May 13, 2015

TYPE OF ITEM: **ACTION**

---

**ITEM: E.4**                      **Consider Adoption of a Policy to Guide Staff in the Drafting of an Integrated Pest Management Plan (IPMP)**

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

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

### **Recommendation:**

Staff recommends that Board consider the draft policy language presented by staff, discuss, receive public comment and create a policy to guide staff in the drafting of an IPMP.

### **Discussion:**

In February, staff proposed sections of the draft IPMP for the board to consider for adoption. The process was open and cordial but the Board, public and staff struggled with wordsmithing and nuance.

During that process it was determined by members of the Board that they should be concentrating on a policy and staff should be implementing the policy with an IPMP.

The previous format was cumbersome and time consuming; therefore staff recommends a standard approach which will involve allowing the public to participate in the standard manner with the Board, by approaching the podium and commenting.

The IPMP Committee has developed a draft policy for the Board to consider as a starting point. The draft policy has been on the District website for a month and we have three comments from two members of the public.

The draft policy:

*McKinleyville Community Services District will utilize the most environmentally sound approaches to pest management, eliminate or reduce where feasible the use of pesticides to minimize environmental and health impacts of pest and vegetation management in all cases. To accomplish this, staff will utilize physical, mechanical, cultural, biological, and educational tactics as primary controls.*

*Pests will be controlled to preserve the integrity of facilities and infrastructure. Reduced-risk chemical controls will be used when necessary after primary control solutions have been exhausted. In the event reduced-risk chemical controls are not effective Board action will be required before further treatment. Pesticides will not be used to control pests for aesthetic reasons alone.*



**Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

**Fiscal Analysis:**

Not determined at this time. Fiscal impact will be a component of the process as it has the potential to be significant, mainly due to the increase in staffing requirement to supplement non- pesticide techniques.

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

- Attachment 1 – Public Comments

Comments on Draft IPM Policy  
 Colin Fiske <colin.fiske@gmail.com>  
 Mon 3/23/2015 11:46 AM  
 To: ipm;  
 MCSD Staff & Board:

Thanks for the opportunity to comment on the draft IPM policy statement. Attached is a copy of the draft statement with my suggested edits. My suggested changes are mostly for clarity, but I do suggest a couple of substantive changes as well.

In the attached document, I have used the "Track Changes" and "Comment" functions in Word to show my suggestions more clearly. If you have any problems viewing the suggested edits and comments, please let me know.

And please don't hesitate to contact me with any questions.

Thanks again,

Colin Fiske

~~It is~~ the goal of McKinleyville Community Services District ~~Board of Director's Integrated Pest Management Policy is~~ to utilize the most environmentally sound approaches to pest management, ~~to~~ eliminate or reduce ~~where feasible~~ the use of pesticides, ~~and~~ to minimize environmental and health impacts of pest and vegetation management in all cases. To accomplish this goal, staff will ~~utilize~~ follow an Integrated Pest Management plan which emphasizes physical, mechanical, cultural, biological, and educational tactics as primary controls. ~~- Any non-emergency use of chemical controls will be considered an exception to this policy requiring special approval.~~

Pests will be controlled when necessary to maintain the integrity of facilities and infrastructure. ~~Reduced-risk chemical controls will be used when necessary after primary control solutions have been exhausted. Pesticides~~ Chemical controls will not be used ~~to control pests~~ for aesthetic reasons alone.

**Comment [C1]:** Since this is a policy statement (not a plan), and since this sentence is laying out the goal (not the parameters), it is not necessary to include "where feasible." As discussed at the last workshop, the *goal* is "to eliminate or reduce the use of pesticides"; feasibility is an implementation issue.

**Comment [C2]:** Again, since the generally agreed goal is to eliminate pesticides as far as possible, it seems appropriate that the use of pesticides be considered an exception to the policy rather than endorsed by the policy as part of normal operations.

Dear Staff,

Please consider the following changes to the draft Policy:

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

Pests will be controlled to preserve the integrity of facilities and infrastructure.

Pesticides included in the EPA category of “Minimal Risk Pesticides” (<http://www2.epa.gov/minimum-risk-pesticides/active-ingredients-allowed-minimum-risk-pesticide-products>) including biopesticides\* will be used when necessary after primary control solutions have been exhausted. In the event these controls are not effective, Board action will be required before further treatment. Pesticides will not be used to control pests for aesthetic reasons alone.

I offer these Policy comments, which I believe will foster the development of a network of professionals and interested folks in the community by the GM and IPM staff in order to forecast, prevent, and treat pest problems before they rise to the level requiring Board action. In the rare event such action becomes necessary, the GM will have the support for presenting to the Board the requisite information for decision-making, in conjunction with public input.

The recent re-classification of Glyphosate, the poster child of “reduced risk pesticides,” by The International Agency for Research on Cancer, a division of the World Health Organization, as “probably” carcinogenic to humans, demonstrates our evolving understanding.

Attached is an excel spreadsheet illustrating the unacceptable toxicities of some of these so-called “reduced-risk” (not “minimal risk”) pesticides. Unlike EPA classifications I-V, these include chronic toxicities.

Ken Miller 4/28/2015 8:58 AM

Formatted: Font:14 pt

Ken Miller 4/21/2015 9:33 PM

Deleted: or reduce

Ken Miller 4/20/2015 5:50 PM

Deleted:

Ken Miller 4/21/2015 9:35 PM

Deleted: -

Ken Miller 4/28/2015 8:58 AM

Formatted: Font:14 pt

Ken Miller 4/28/2015 1:57 PM

Formatted: No underline

Ken Miller 4/28/2015 1:57 PM

Formatted: No underline



### \*What are Biopesticides?

<http://www.epa.gov/pesticides/biopesticides/whatarebiopesticides.htm>

Biopesticides are certain types of pesticides derived from such natural materials as animals, plants, bacteria, and certain minerals. For example, canola oil and baking soda have pesticidal applications and are considered biopesticides. In 2014, there are more than 430 registered biopesticide active ingredients and 1320 active product registrations. " Biopesticides fall into three major classes, two of which are relevant:

- 1 Microbial pesticides consist of a microorganism (e.g., a bacterium, fungus, virus or protozoan) as the active ingredient. Microbial pesticides can control many different kinds of pests, although each separate active ingredient is relatively specific for its target pest[s]. For example, there are fungi that control certain weeds, and other fungi that kill specific insects. The most widely used microbial pesticides are subspecies and strains of *Bacillus thuringiensis*, or Bt. Each strain of this bacterium produces a different mix of proteins, and specifically kills one or a few related species of insect larvae. While some Bt's control moth larvae found on plants, other Bt's are specific for larvae of flies and mosquitoes. The target insect species are determined by whether the particular Bt produces a protein that can bind to a larval gut receptor, thereby causing the insect larvae to starve.
- 2 Biochemical pesticides are naturally occurring substances that control pests by non-toxic mechanisms. Conventional pesticides, by contrast, are generally synthetic materials that directly kill or inactivate the pest. Biochemical pesticides include substances, such as insect sex pheromones, that interfere with mating, as well as various scented plant extracts that attract insect pests to traps. Because it is sometimes difficult to determine whether a substance meets the criteria for classification as a biochemical pesticide, EPA has established a special committee to make such decisions.

### What are the advantages of using biopesticides?

Biopesticides are usually inherently less toxic than conventional pesticides. Biopesticides generally affect only the target pest and closely related organisms, in contrast to broad spectrum, conventional pesticides that may affect organisms as different as birds, insects, and mammals. Biopesticides often are effective in very small quantities and often decompose quickly, thereby resulting in lower exposures and largely avoiding the pollution problems caused by conventional pesticides. When used as a component of Integrated Pest Management (IPM) programs, biopesticides can greatly decrease the use of conventional pesticides, while

Ken Miller 4/28/2015 8:58 AM

Formatted: Font:14 pt

Ken Miller 4/28/2015 8:58 AM

Formatted: Default Paragraph Font, Font:(Default) +Theme Body, 14 pt, Not Bold

Ken Miller 4/28/2015 8:58 AM

Formatted: Font:14 pt

Ken Miller 4/20/2015 5:52 PM

**Deleted:** <#>Plant-Incorporated-Protectants (PIPs) are pesticidal substances that plants produce from genetic material that has been added to the plant. For example, scientists can take the gene for the Bt pesticidal protein, and introduce the gene into the plant's own genetic material. Then the plant, instead of the Bt bacterium, manufactures the substance that destroys the pest. The protein and its genetic material, but not the plant itself, are regulated by EPA. .

crop yields remain high.

To use biopesticides effectively (and safely), however, users need to know a great deal about managing pests and must carefully follow all label directions.

### **Others (there are many)**

<http://www.safesolutionsinc.com>

[Marrone Bio Innovations](#)

Ken Miller 4/28/2015 8:58 AM

**Formatted:** Default Paragraph Font, Font:(Default) +Theme Body, 14 pt

Ken Miller 4/28/2015 8:58 AM

**Formatted:** Font:14 pt

Ken Miller 4/28/2015 8:58 AM

**Formatted:** Font:14 pt, Font color: Auto

Ken Miller 4/28/2015 8:58 AM

**Formatted:** Font:14 pt

**From:** [Colin Fiske](#)  
**To:** [ipm](#)  
**Subject:** Comments on Revised Draft IPM Policy  
**Date:** Tuesday, April 21, 2015 11:59:15 AM

---

MCSD Staff & Board:

Thank you for releasing the revised version of the Draft IPM Policy. For the record, I would like to reiterate some of the comments I made on the previous draft, particularly:

(1) I believe the words "where feasible" can and should be eliminated from the first sentence. As discussed by the Board and other participants in the last IPM workshop, this policy statement is intended to set out the goal of eliminating pesticide use. As long as there is a procedure for approving exceptions to this policy goal when necessary - such as requiring Board approval - the qualifier "where feasible" is unnecessary.

(2) I feel that Board approval or some similar procedure be required for exceptions to the policy of "no pesticides." The current draft language calling for Board approval for pesticides which are not considered "reduced risk" is a good idea, but likely will be problematic to implement. I believe that when we return to drafting the IPM plan to implement this policy, we will be stymied in our attempts to adequately define "reduced risk." An adequate definition must account not only for acute toxicity, but also for chronic toxicity, carcinogenicity, mutagenicity, endocrine activity, etc. It must also account for the growing modern understanding that for many chemicals, there is not a simple or easily described dose-response relationship with toxicity or other harmful effects, as often previously assumed. Coming up with such a definition would be an extremely complex task, and it's hard to imagine we'd have much success. Therefore, I recommend simply making any chemical pesticide use subject to Board approval.

On another note, the District's IPM page states that this policy will be considered on May 13. Is this correct? All other sources I've been able to find indicate that the Board meeting will be held on the first Wednesday, 5/6, as usual. I am concerned that the public have adequate and correct notice of the meeting.

Thank you,

Colin Fiske  
1440 Anderson Ave.  
McKinleyville, CA 95519



# McKinleyville Community Services District

## BOARD OF DIRECTORS

May 13, 2015

TYPE OF ITEM: **INFORMATIONAL**

---

**ITEM: E.5**                      **Review Operations Draft Budget for Water, Wastewater, and Streetlight Funds, FY2015-16**

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

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

### **Recommendation:**

Staff recommends that the Board review the FY2015-16 Draft Operating Budget for the Water, Wastewater, and Streetlights Funds.

### **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 General Manager. The finalized budget will be presented to the Board for formal approval in June.

### **Alternatives:**

Take Action

### **Fiscal Analysis:**

See attached FY2015-16 Draft Operating Budgets for Water, Wastewater, and Streetlights Funds.

### **Environmental Requirements:**

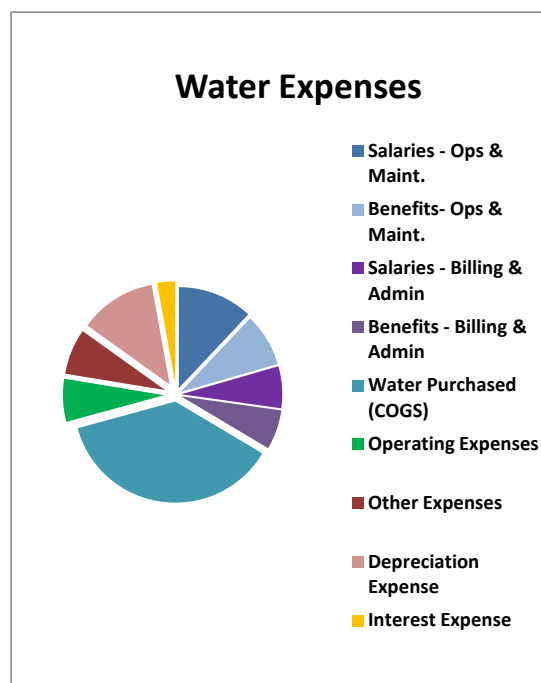
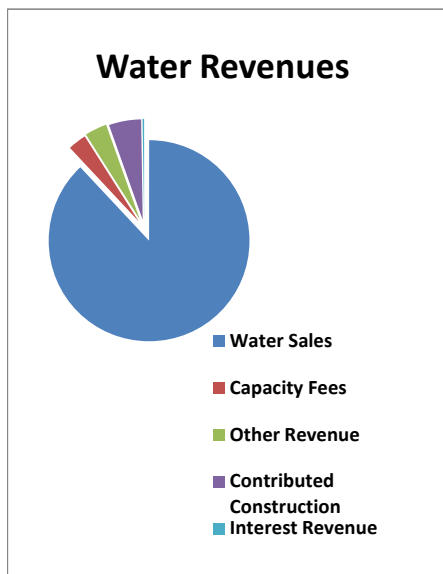
Not applicable

### **Exhibits/Attachments:**

- Attachment 1 - FY2015-16 Draft Operating Budgets for Water, Wastewater, and Streetlights Funds.

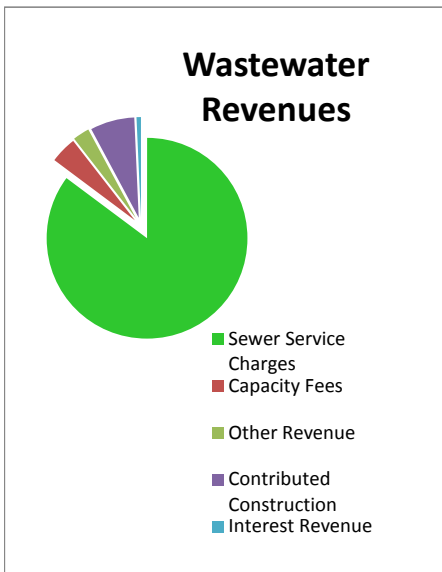
**McKinleyville Community Services District**  
**Enterprise Funds: Water Summary Draft Budget**  
**FY 2015-16**

Description	Water Fund	
<b>Water Revenues</b>		
Water Sales	2,969,207	88%
Capacity Fees	100,000	3%
Other Revenue	120,459	4%
Contributed Construction	175,000	5%
Interest Revenue	8,312	0%
<b>Total Revenues</b>	<b>3,372,978</b>	<b>100%</b>
<b>Water Expenses</b>		
Salaries - Ops & Maint.	309,403	12%
Benefits- Ops & Maint.	218,639	8%
Salaries - Billing & Admin	172,427	7%
Benefits - Billing & Admin	162,580	6%
Water Purchased (COGS)	957,352	37%
Operating Expenses	175,597	7%
Other Expenses	187,785	7%
Depreciation Expense	315,000	12%
Interest Expense	73,602	3%
<b>Total Expenses</b>	<b>2,572,386</b>	<b>100%</b>
<b>Excess (Deficit)</b>	<b>800,592</b>	



**McKinleyville Community Services District**  
**Enterprise Funds: Wastewater Summary Draft Budget**  
**FY 2015-16**

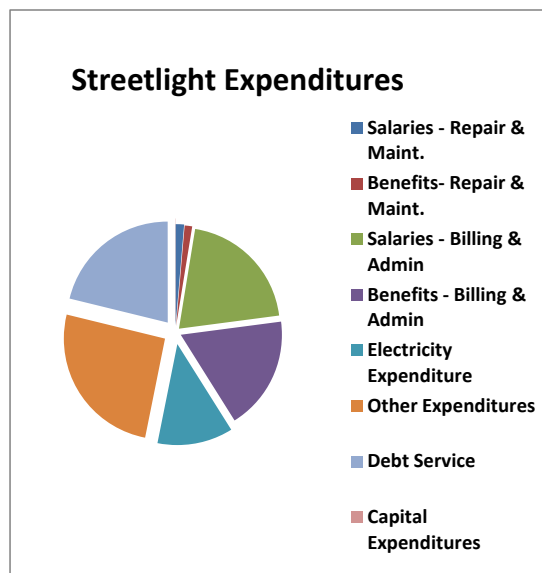
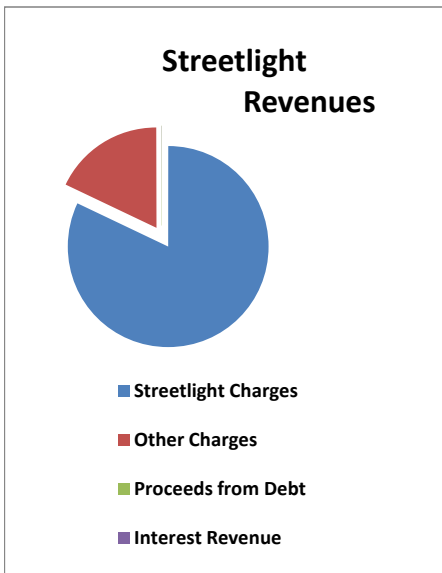
Description	Wastewater Fund	
Wastewater Revenues		
Sewer Service Charges	2,393,222	85%
Capacity Fees	120,000	4%
Other Revenue	75,267	3%
Contributed Construction	200,000	7%
Interest Revenue	20,000	1%
Total Revenues	2,808,489	100%
Wastewater Expenses		
Salaries - Ops & Maint.	342,442	17%
Benefits- Ops & Maint.	243,579	12%
Salaries - Billing & Admin	173,611	9%
Benefits - Billing & Admin	163,725	8%
Water & Electrical Expense	128,739	6%
Operating Expenses	232,950	12%
Other Expenses	191,230	10%
Depreciation Expense	480,000	24%
Interest Expense	41,772	2%
Total Expenditures	1,998,048	100%
Excess (Deficit)	810,441	





**McKinleyville Community Services District**  
**Governmental Funds: Streetlights Summary Draft Budget**  
**FY 2015-16**

Description	Streetlights Fund	
<b>Streetlight Revenues</b>		
Streetlight Charges	77,012	82%
Other Charges	16,800	18%
Proceeds from Debt	-	-
Interest Revenue	25	0.0%
<b>Total Revenues</b>	<b>93,837</b>	<b>100%</b>
<b>Streetlight Expenditures</b>		
Salaries - Repair & Maint.	1,271	1%
Benefits- Repair & Maint.	1,126	1%
Salaries - Billing & Admin	19,100	20%
Benefits - Billing & Admin	17,034	18%
Electricity Expenditure	11,340	12%
Other Expenditures	24,090	26%
Debt Service	19,865	21%
Capital Expenditures	-	0%
<b>Total Expenditures</b>	<b>93,826</b>	<b>100%</b>
<b>Excess (Deficit)</b>	<b>11</b>	



# McKinleyville Community Services District

## BOARD OF DIRECTORS

May 13, 2015

TYPE OF ITEM: **ACTION**

---

**ITEM: E.6**                      **Approve Resolution 2015-10 for Public Utility Easement Deed – APN 510-171-040 Ocean West Mobile Home Park**

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

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

### **Recommendation:**

Staff recommends the Board discuss, take public comment and approve Resolution 2015-10 for Public Utility Easement Deed – APN 510-171-040

### **Discussion:**

A necessary step in the completion of the Ocean West Sewer Mainline Realignment project will be a modification of the existing utility easement in order to provide perpetual access for MCSD to maintain and repair the realigned portions of the sewer main.

Upon completion of the project, including abandonment of sewer main involved in the encroachment of our easement, MCSD Board of Directors will be asked to quit claim the section of easement identified for abandonment.

Attached are the Resolutions, Deeds and Descriptions necessary for the execution of the easements.

### **Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

### **Fiscal Analysis:**

Not applicable

### **Environmental Requirements:**

Not applicable

### **Exhibits/Attachments:**

- Attachment 1 – Resolution 2015-10

**RESOLUTION 2015 - 10**

**A RESOLUTION OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS AUTHORIZING THE BOARD PRESIDENT TO ACCEPT A PERPETUAL EASEMENT OVER AND ACROSS A PORTION OF REAL PROPERTY LOCATED IN MCKINLEYVILLE, CA.**

**WHEREAS**, Swanlund Properties, L.P., owns real property located at/near McKinleyville, California, over and across which existing utility infrastructure exists which is owned and operated by the McKinleyville Community Services District (APN 510-171-40) ("Swanlund Property");

**WHEREAS**, Swanlund Properties, L.P., proposes to grant McKinleyville Community Services District (MCSD) a perpetual easement for utility purposes and ingress and egress to said easement over and across a portion of the Swanlund Property in the form attached hereto as "Exhibit 1" (the "Easement");

**WHEREAS**, The Easement will be granted to MCSD without charge to facilitate partial utility line relocation, all of which is proposed to occur subject to rights of reimbursement from Swanlund (and/or its successors and assigns); and

**WHEREAS**, Acceptance of the Easement, and any limited utility line relocation associated with acceptance of the Easement, is deemed categorically exempt under the California Environmental Quality Act ("CEQA"), California Public Resources Code Section 21000, et seq., pursuant to Title 14, Article 19, Sections 15302(c) and 15303(d) of the California Code of Regulations.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the McKinleyville Community Services District does hereby adopt the foregoing findings and authorizes the Board President to execute the certificate of acceptance appended to the easement and cause said instrument to be accepted by the District, pursuant to California Government Code Section 27281, and cause the perpetual easement over and across a portion of real property located in McKinleyville, CA, (APN 510-171-40), to be recorded in the official records of Humboldt County, California.

**ADOPTED, SIGNED AND APPROVED** at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on the 13<sup>th</sup> Day of May, 2015 by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

John Corbett, Board President

Attest:

---

Becky Schuette, Board Secretary

EXEMPT FROM FEE PER G.C. 27383

APN: Portion of 510-171-40

RECORDING REQUESTED BY:

McKinleyville Community Services District

WHEN RECORDED MAIL TO:

McKinleyville Community Services District

P.O. BOX 2037

McKinleyville, CA 95519

---

**Space Above This Line For Recorder's Use**

**GRANT OF EASEMENT**

FOR THE VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SWANLUND PROPERTIES L.P. ; herein called "GRANTOR" hereby GRANTS to the MCKINLEYVILLE COMMUNITY SERVICES DISTRICT, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, with its principal place of business in McKinleyville, California, herein called "GRANTEE", an easement as hereinafter described.

The easement granted herein is an easement and right of way twenty (20) feet in width, with the right to lay, construct, reconstruct, install, replace, operate, repair, remove, alter, inspect and maintain utility services and facilities, together with the free right of ingress and egress thereto, and such other rights and benefits necessary and convenient to GRANTEE'S full use and enjoyment of the rights herein granted.

The easement herein granted is described as follows:

SEE EXHIBIT "A"

GRANTOR reserves the right to use the aforescribed strip of land for purposes which will not interfere with or obstruct GRANTEE'S full use and enjoyment of the easement and right granted herein; provided, however, the GRANTOR shall not erect, install or construct any building or other structure, or drill or operate any well, or place any large foundation, or construct any reservoir or other obstruction on or over the aforescribed strip of land, or diminish or substantially add to the ground cover over said facilities.



EXHIBIT A  
EASEMENT DESCRIPTION

An Easement in the Northeast Quarter of the Northwest Quarter of Section 31, Township 7 North, Range 1 East, Humboldt Meridian, 20 feet in width, lying 10 feet on each side of the following described center line:

Beginning on the North line of said Section 31 at a point 750.23 feet westerly from the quarter corner on the North line of said Section 31 and running

thence South 19 degrees 44 minutes 45 seconds West 281.41 feet;

thence South 44 degrees 21 minutes 04 seconds East 442.48 feet;

thence South 54 degrees 40 minutes 57 seconds East 478.19 feet;

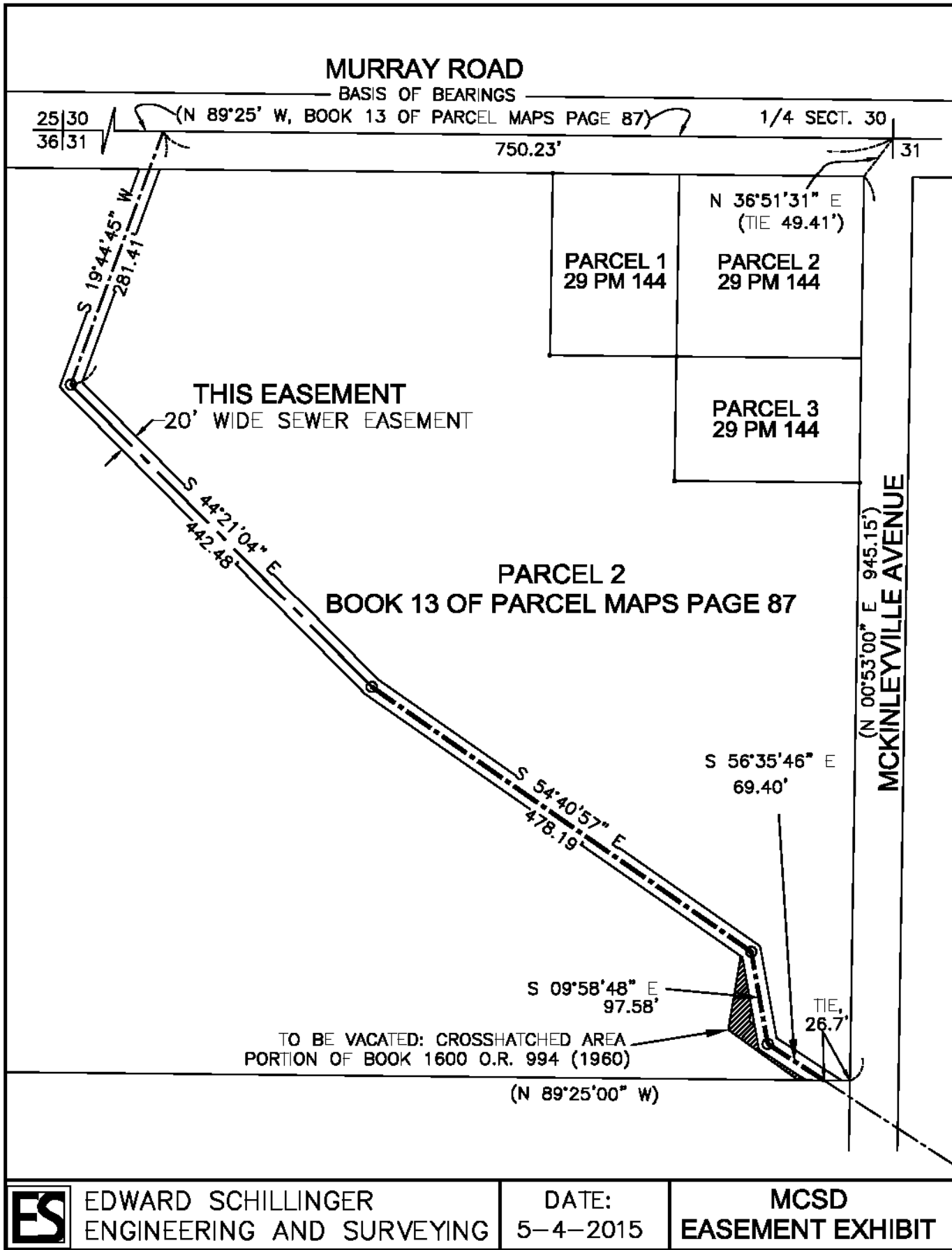
thence South 9 degrees 58 minutes 48 seconds East 97.58 feet;

thence South 56 degrees 35 minutes 46 seconds East 69.40 feet more or less to the South line of Parcel 2, Book 13 of Parcel Maps Page 87, Humboldt County Records.

The sidelines of this easement shall be prolonged or shortened such as to terminate on the boundaries of said Parcel 2 of said Parcel Map.

The Basis of Bearings of this easement is the North line of the Northwest Quarter of said Section 31, having a record bearing of North 89 degrees 25 minutes West per said Parcel Map.





# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
(Notary Public Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

\_\_\_\_\_  
(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CERTIFICATE OF ACCEPTANCE  
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by deed or grant dated

\_\_\_\_\_  
To MCKINLEYVILLE COMMUNITY SERVICES DISTRICT, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer on behalf of the Board of Directors of the MCKINLEYVILLE COMMUNITY SERVICES DISTRICT, pursuant to authority conferred by Resolution of the Board of Directors adopted on \_\_\_\_\_, a certified copy of which said Resolution is recorded in the Office of the County Recorder of Humboldt County, California, in Volume \_\_\_\_\_ of Official Records, at page \_\_\_\_ and the GRANTEE consents to the recordation thereof by its duly authorized officer.

DATED: \_\_\_\_\_

\_\_\_\_\_  
John Corbett, Board President  
McKinleyville Community Services District

When Recorded Mail To:

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



# McKinleyville Community Services District

## BOARD OF DIRECTORS

May 13, 2015

TYPE OF ITEM: **ACTION**

---

**ITEM: E.7**                      **Review and set parameters for the November 2015 General Election for the McKinleyville Community Services District Board of Directors expiring positions**

**PRESENTED BY:**              **Becky Schuette, Board Secretary**

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

### **Recommendation:**

Staff recommends that the Board discuss, take public comment and consider that candidates pay all publishing costs for the candidate's statement and that statements be limited to 200 words.

### **Discussion:**

The terms of office for President Corbett and Director Edwards expire in December of this year. Attached is the information received from the County Elections office regarding this year's schedule and filing deadline. The County elections office has asked the Board to decide whether the candidates or the District will pay for the publishing costs of their statements and determine the maximum length of the statement. For the last several years the Board decided that the candidates would be responsible for the cost of publishing their statement and set the length of the statement at 200 words.

### **Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

### **Fiscal Analysis:**

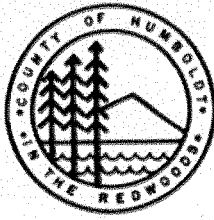
- County Elections office estimated costs for elections:
  - a. Contested – at least \$25,000
  - b. Uncontested – no cost to the District
- County Elections office estimated costs for publishing costs if statement is 200 words:
  - a. One Candidate - cost \$673.00
  - b. Two Candidates - cost \$337.00 per person

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

- Attachment 1 – Elections Office Questionnaire
- Attachment 2 – District Candidate Calendar



**COUNTY OF HUMBOLDT**  
**Office of Elections & Voter Registration**

3033 H Street, Room 20  
Eureka, CA 95501  
(707)445-7481

DATE: April 20, 2015

TO: **McKinleyville Community Services District**  
FROM: Rachel N. Stewart, Office of Elections  
RE: REVISED: November 3, 2015, Uniform District Election

The Office of Elections, in preparation for the Uniform District Election (UDEL) to be held on November 3, 2015, requests your assistance.

Please complete and return this form to the Office of Elections no later than **June 1, 2015**.

1. Please confirm the number of positions and lengths of term of the governing board positions to be filled in the election. Our records show the following:

Number of Positions:	Length of Terms:	Person Currently Holding Office:	Corrections and Notes:
2	4 Years	John Corbett	
		Helen Edwards	

If your records disagree with the information above, please indicate what we need to correct in our records in the Corrections and Notes column.

2. Please indicate whether the district or the candidate is to pay for the publication of a candidate statement: ☐ Candidate ☐ District

3. Please indicate your district's preference as to the length of a candidate statement.  
☐ 200 words maximum ☐ 400 words maximum

4. Have you had a change in the borders of your district in the last 2 years?  
☐ Yes ☒ No

If yes, please attach a new map of the district for our records.

\_\_\_\_\_  
Name of person completing this form

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## District Candidate Calendar November 3, 2015

The contents of this calendar and any legal interpretations are not to be relied upon as being correct either factually or as legal opinion. Reliance on the content without prior submission to and approval of your appropriate public counsel is at the reader's risk.

All references are to the California Elections Code unless noted otherwise.

<p><b>Jul 13–Aug 7</b>  (E-113 – E-88)</p>	<p><b>Candidate Nomination Period</b></p> <p>Candidates for special and school district boards obtain and file their declarations of candidacy along with their candidate statements of qualifications if they choose to submit one. Forms are obtained from and filed with the Humboldt County Elections Office at 3033 H Street, Rm 20, Eureka.</p> <p style="text-align: right;">§10510, 13307, 13311</p>
<p><b>Aug 8–12</b>  (E-87 – E-83)</p>	<p><b>Extension of Nomination Period</b></p> <p>If an incumbent member of a special or school district board does not file a declaration of candidacy by 5PM on August 7, any person other than the incumbent may file a declaration of candidacy by 5PM on August 12. This provision does not apply if there is no incumbent eligible to be elected. Any candidate who has filed may withdraw his or her declaration of candidacy up until 5PM on the last day to file.</p> <p style="text-align: right;">§10225, 10407, 10516(b), 10603</p>
<p><b>August 12</b>  (E-83)</p>	<p><b>Insufficient Number of Nominees</b></p> <p>Special Districts: If by 5PM on this day, no one has been nominated or an insufficient number of persons has been nominated to fill an office or offices, and a petition signed by 10% or 50 voters (whichever is the smaller number) has not been submitted, the elections official shall certify this fact to the Board of Supervisors. A person who has filed a declaration of candidacy shall be appointed by the Board of Supervisors at a regular or special meeting held prior to the first Monday before the first Friday in December.</p> <p>If no one filed, another qualified person shall be appointed by the Board of Supervisors, and shall take office and serve as if elected.</p> <p style="text-align: right;">§10515</p> <p>Districts must take action to make applications available to persons interested in serving on the board. The names of the applicants for board membership must be delivered to the elections official by October 1. Appointments will be made by the Board of Supervisors.</p> <p>If a district fails to submit applications to fill the vacancy, a vacancy will exist when the term begins on December 4. The special district board then has 60 days to either fill the vacancy or call a special election. Any person appointed to fill the vacancy shall hold the seat until the next regularly</p>



	<p>scheduled election, November 2017, at which time the 2-year term would be up for election.</p> <p>If the district fails to fill the vacancy or call an election within 60 days, the Board of Supervisors has an additional 30 days to fill the vacancy.</p> <p>If within 90 days the vacancy remains, the special district must call a special election to fill the vacancy at the next available election date.</p> <p style="text-align: right;">Gov Code 1780</p>
<p><b>Sept 7– Oct 20</b></p> <p>(E-57 – E-14)</p>	<p><b>Statement of Write-in Candidacy and Nomination Papers</b></p> <p>During this period write-in candidates must file their statements of write-in candidacy and nomination papers with the county elections official.</p> <p style="text-align: right;">§8601</p>
<p><b>Nov 3</b></p> <p>(E)</p>	<p><b>General Election Day</b></p> <p>Polls open at 7AM and close at 8PM.</p> <p style="text-align: right;">§1000, 14212</p>
<p><b>Dec 3</b></p> <p>E+30</p>	<p><b>Statement of Vote to Board of Supervisors – Certificates of Election Prepared</b></p> <p>The county elections official shall prepare a certified statement of the results of the election and submit it to the Board of Supervisors.</p> <p>The Board of Supervisors shall declare the winners for each office and the results of each measure under its jurisdiction. The county elections official shall make and deliver to each person elected a Certificate of Election.</p> <p style="text-align: right;">§15372, 15400-15401</p>
<p><b>Within 5 Days after Canvass</b></p>	<p><b>Recount May Be Requested</b></p> <p>Within five (5) days after the completion of the official canvass, any voter may request a recount by filing a written request with the elections official and specifying that candidates and/or measures are to be recounted. The request may specify the order of the precincts for the recount, and the petitioning voter shall, before commencement of each day's recount, deposit such sum as the election official requires to cover costs.</p> <p style="text-align: right;">§15620 - 15634</p>

The full election calendar for the November 3, 2015, election can be viewed at:  
<http://www.humboldt.gov/Elections>

# McKinleyville Community Services District

## BOARD OF DIRECTORS

May 13, 2015

TYPE OF ITEM: **INFORMATION**

---

**ITEM: F.2.A**                      **Finance Director's Report for March 2015**

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

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

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

The District has deposited \$284,345.40 to date into the Trust Account for reserves recovery.

Budget Update: Draft Operating Budgets for the Water, Wastewater, and Streetlights Funds have been submitted to the Board this month for review and discussion. The draft budget has been updated with the latest adjustments to revenue based on Governor Brown's drought conservation regulations. As these change, we will amend the draft budget again. Given the governor's timeline, we should have a realistic revenue impact before the final budget is brought to the Board in June.

Treasurer's Report Highlights: The March Treasurer's Report revenue includes capacity fees of \$145,568 for the Water Fund and \$215,491 for the Sewer Fund respectively.

The Emergency Water Line Intertie Project, funded with a Proposition 50 Grant through the Humboldt Bay Municipal Water District has been completed. When the value of the Intertie has been conveyed to our District by the Humboldt Bay Municipal Water District Board of Directors, we will add that value to our Fixed Asset base.

Streetlights repayment of PG&E's LED Project loan has begun as of March, 2015.

#### Other Updates:

Umpqua Bank has transitioned to a new website and Internet Banking interface. Support Services staff received web-based training on using the new system and the transition went smoothly for our District.

Measure B Loan Funds have been temporarily placed in CalTRUST while the District is completing the re-bidding process. As construction of the Teen and Community Center begins, we will draw those funds back into the operating accounts to pay for the cost of construction.

CalPERS has determined a charge for the reports that will be required this coming year to implement GASB Statement 68. For public agencies in a pooled plan, like the District, the cost will be \$850. The reports are expected to be available by the end of June 2015.

# McKinleyville Community Services District

## BOARD OF DIRECTORS

May 13, 2015

TYPE OF ITEM: **INFORMATION**

---

**ITEM: F.2.B**                      **Operations Department – March 2015 Report**

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

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

### **Water Department:**

#### **Water Statistics:**

The district pumped 33 million gallons of water in March.  
Three water quality complaints were investigated and rectified.  
Daily, weekly and monthly inspections of all water facilities were conducted.

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

Annual routine testing was completed in Routes 5 and 6 along with a minimal number of retests. Customers with failed DCVs were notified to make repairs and call the office to schedule a retest.

#### **Average and Maximum Water Usage:**

The maximum water usage day was 1.4 million gallons and the average usage per day was 1.1 million gallons.

#### **Water Distribution Maintenance:**

Weekly Bacteria Samples were collected on Schedules 1,2,3 and 6 which represent different locations in the water system. The schedules are made up of a sample taken in each zone. A damaged angle-stop and a service line leak was repaired on Central Avenue due to improper bedding. Several valve cans that were buried were brought up to grade and paved. These were items that were flagged during the valve exercise program. Three leak repair locations were saw cut and prepped for paving. Paving will take place when there are enough permanent patches to pave to justify a truck load of hot mix. This is done to cut down on traffic set-up costs, trucking costs and labor.

#### **Water Station Maintenance:**

Cochran tanks 1A and 1B were pressure washed for aesthetic reasons and to clean surface for visual inspections. Piping and header was prepped and painted at the North Bank Station. Eave vents were cut into the redwood tanks for air circulation which will extend the tank's life span. All pumps and motors at each facility were greased as part of the semi-annual maintenance schedule.

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

#### **Water Usage Comparison in Million Gallons**

	<b>2013</b>	<b>2014</b>	<b>% Reduction</b>	<b>2014 Recycled</b>	R- GPCD
<b>July</b>	54.757	50.668	7	14.297	
<b>August</b>	55.908	46.600	17	13.040	
<b>September</b>	45.702	40.619	12	17.434	
<b>October</b>	39.439	36.393	8	16.077	
<b>November</b>	34.879	30.795	12	13.807	
<b>December</b>	35.203	33.146	6	0	
	<b>2013</b>	<b>2015</b>	<b>% Reduction</b>	<b>2015 Recycled</b>	R- GPCD
<b>January</b>	38.263	32.781	14	0	52
<b>February</b>	33.751	29.867	12	0	52
<b>March</b>	36.244	33.456	8	0	51

\*Recycled water is reclaimed water that is used for irrigating crops.

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

Central Estates Phase 2C, GRS installed sewer mains, water mains and valves. Testing and inspections will be completed after PG&E and Ambrosini completes the installs of their facilities. They are in the process of installing them now. CVS; waiting on the contractor's schedule on when they will be conducting the hot tap for the fire service.

#### **Sewer Department:**

##### **Waste Water Statistics:**

28.8 million gallons of wastewater was collected and pumped to the W.W.M.F. 29.6 million gallons of wastewater was treated and discharged to land disposal or reclamation in March.

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



**Sewer Station Maintenance:**

Pressure washing and mowing took place at the Districts storage building located at the Fischer Ranch. Pumps and motors were greased at all facilities as part of the semi-annual maintenance schedule. The surge tank at the Fischer Sewer Lift Station was painted along with fittings replaced. Pump 1 at the B Street Station plugged up with rags. This was noticed during the daily pump hour observation which generated a work order for troubleshooting and repairs. Rags were removed and the pump was put back into service. Quarterly wet well washing was conducted at the Hiller Sewer Lift Station. This is done to prevent grease and rags from plugging up the pumps.

**Sewer Collection System:**

Several sewer mains were hydro-cleaned and inspected with the camera van to verify condition of the pipe and connections. A sewer service trench was prepped for paving. Grease traps were inspected at required facilities. Customers that are out of compliance were notified to have their traps pumped and possibly shorten their pumping schedule.

**Wastewater Management Facility:**

The Chlorine Contact Basin was drained and cleaned with fire hoses. A pump is still being used to pump water from Pond 1A. The Chlorine dosage sensor had a bad receiver module which was causing a false chlorine leak alarm. A new output sensor was installed which corrected the issue. The composite sampler received a new power supply. Two aerators were cleared in Pond B due to rag build-up causing the aerators to run inefficiently.

**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. An old calf barn at the Fischer Ranch was deemed unsafe by staff due to the block wall cracking and the roof falling in. Staff put the building on the ground using heavy equipment and is in the process of sorting out the recyclables. This project will take a couple months due to it being used as fill in work. Down trees were removed from Hiller lanes followed by mowing to prep for irrigation pipe.

**Street Light Department:**

One street light complaint was reported due to light shining in customer's window on Kristen Way. There has been no remedy for this complaint at this time.

**Promote Staff Training and Advancement:** Weekly tailgate meetings and training associated with job requirements. Staff participated in Trenching and Shoring training. James attended the CRWA conference in South Lake Tahoe. Bill attended a pump efficiency class. Brian and Chris received First Aid training.

**Special Notes:**

Safety warning beacon was installed on Unit 22.  
A valve and flex tube was replaced on the Vac-con.  
The hydraulic pump on the Rodder was rebuilt due to leaking fluids.

Unit 1 received service and new plugs.

Bill McBroome assisted Manilla CSD with pump issues as part of the mutual aid. Corporation Yard clean-up took place along with replacing a screen on the office window.

Tractors, Dump Truck and Vac-con were greased and lubed to prevent unnecessary wear.

Operations Department completed the work on the new park picnic pavilion.

Monthly river samples were completed.

Monthly Discharge and Self monitoring reports (DMR/SMR) were submitted.

Public Water Monthly Monitoring report was submitted.

Monthly Water Quality report was sent to the Dept. of Health.

Monthly Pesticide applicator report was submitted to Department of Agriculture.

Acute Toxicity samples were collected and sent to the lab.

Staff completed the Individual Development Plans (IDP's).

Staff reviewed and worked on the IPM Policy statement.

### **WWMF upgrade status:**

Final designs (Bid Set) have arrived and have been reviewed. Comments were sent to the engineers.

Staff is continuing to pump water out of Pond 1A. The Pond is approximately 99% drained. At this time staff is slowly pulling the water out of the remaining sludge.

# McKinleyville Community Services District

## BOARD OF DIRECTORS

May 13, 2015

TYPE OF ITEM: **INFORMATION**

**ITEM: F.2.C**                      **Recreation Supervisor's Report for May 2015**

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

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

### **HILLER SPORTS COMPLEX:**

Its spring time which means youth sports are using Hiller Sports fields daily. Prior to baseball's opening day the parking lot was re-striped and the safety netting was hung in addition to the typical field prep work done each spring by the Parks crew and volunteers.

The youth sport organizations play a huge part in helping maintain the turf and facility. McKinleyville Little League ensures the fields get mowed regularly throughout the baseball season. They receive a credit toward their use fees at the end of the season for the time spent mowing. It is a huge help to our Park Maintenance crew to have this help with field maintenance during this time of year.

Mad River Youth Soccer coordinated a work day on April 4, 2015 to help fill in the gopher holes on the soccer fields. They recruited the HSU rugby teams to shovel dirt for the day, making the fields safer for youth to play soccer.



### **HILLER PARK:**

#### **BOTANICAL GARDEN:**

Rock has been delivered to the site and a local Girl Scout troop is scheduled to distribute the rock on the trail through the Botanical Garden on May 16-17, 2015.

#### **PICNIC AREA:**

Wood chips have been laid in the picnic area.

#### **DOG PARK:**

The dog water dish that had been stolen has been replaced.

### **PIERSON PARK**

#### **COVERED PICNIC AREA PROJECT:**

The Pierson Park Pavilion is complete. The State Parks Grant representative inspected the pavilion and was very pleased with its completion. Picnic tables have been purchased and will be installed by May 15, 2015. It will be available to rent once the picnic tables are installed.

### COMMUNITY GARDEN

Gopher traps have been set at the community garden. Currently 1/3 of the garden spaces are rented.

### **PONY EXPRESS DAYS**

Park maintenance staff is preparing our parks and open spaces to be in top shape for the upcoming Pony Express Days festivities which begin on May 30, 2015 and continue through June 7, 2015.

The Parks & Recreation Dept. will be sharing booth space with the Boys & Girls Club of the Redwoods at the Pony Express Days Festival on Saturday, June 6<sup>th</sup>. Staff and members of the MYLS will run the booth, showcasing the design plans for the Teen and Community Center and providing information to the public on ways to support and be involved with the programming that will be planned in the new facility.

### **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 currently have one (1) CalWORKS staff member working within the Parks Department. We are still seeking additional individuals interested in working for the park maintenance crew. This is a great program for the workers and for 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.

### **RECREATION PROGRAMS:**

The Pee Wee Basketball league for youth in Kindergarten through 2<sup>nd</sup> grade is half way through the season. We have 135 participants on 12 teams this year.

The Youth Driven drop in program for youth in 6<sup>th</sup>-12<sup>th</sup> grades on Saturday nights has been getting a regular attendance of 20-25 youth ages 11-14 mostly. This program is a free drop-in program where youth can play games, shoot hoops, and just hang out with friends in a friendly and safe atmosphere.

Playgroup for families with children 0-5 years old, primarily funded by a grant through First 5 Humboldt is well attended on Mondays, Thursdays and Fridays. Mondays are the busiest at playgroup, with 30 or more families attending, due to a music teacher that comes and leads music activities for toddlers and parents on that day. The First 5 Humboldt commission will be meeting on May 19, 2015 to make decisions on the continuation of existing programs. The First 5 Humboldt Program Evaluation Team is



recommending that the McKinleyville Playgroup continue to be supported by grant funds of \$14,389 per year for the next two years.

The KinderSports and KinderSports Jr. programs serving toddlers 2-5 years old, is currently running an indoor soccer session. This is one of our most popular programs. Each session fills to capacity. A T-ball session will begin in July.

An area Pickle Ball club has approached our department wishing to start a pickle ball program in McKinleyville. On May 1 and May 3, 2015 the club hosted introductory drop-in sessions free to the community. At this point in time our facility doesn't have the kind of regular availability that the pickle ball enthusiasts desire, but we are planning some program scheduling changes to be able to offer this activity in the fall of 2015 on a regular basis.

Staff is currently planning and developing the recreation program lineup for summer and fall.

### **LEADERSHIP DEVELOPMENT**

MYLS hosted a leadership workshop on May 3, 2015. It was originally scheduled to be a 2 day workshop, but due to lack of enrollment, the group decided to shorten the program to 1 day only. Jamie Allison-Hope, the Youth Development fund representative from the SH Cowell Foundation, attended the workshop. It was a great opportunity for the youth to showcase the work that the Foundation has funded over the last year. Jamie was very impressed with the level of engagement and dedication the MYLS have to their community. The workshop did not have the attendance of newcomers that we had hoped for, but it was a great learning opportunity not only for the youth, but also for the adult allies and staff who have been working to build youth leadership in McKinleyville.

### **PARTNERSHIP DEVELOPMENT WITH BOYS & GIRLS CLUB OF THE REDWOODS**

We continue to work on the development of our partnership with the BGCR. Staff of BGCR and MCSD attended a conference call with Thomas Fumarelli the business consultant funded by the SH Cowell Foundation to help us develop the MOU and Business Plan for the future shared use of the Teen and Community Center. Over the next 3 months staff of both organizations will be developing these foundation documents which will guide our future work together.

## McKinleyville Community Services District

### BOARD OF DIRECTORS

May 13, 2015

TYPE OF ITEM: **INFORMATION**

**ITEM: F.2.D General Manager's Report for May 2015 Meeting**

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

**TYPE OF ACTION: Information Only**

#### **A summary of activity for the month of April 2015**

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

• Arcata Stationers	\$301
• Staple's Coupons	\$209
• Scholarship from CSDA for Board Secretary/Clerk Conference	\$600
• SWAP Crews	\$1,577
• Northern Humboldt Employment Services	\$600
• Community Service Workers	\$1,500
• CalWORKS employee	\$3,717
• Various Equipment Repaired in House	\$1,000
• Retrofit Roof Vents in Tanks # A&B	\$600
• Replacement of CL2 Sensors at WWMF	\$150

Total cost savings for April are \$10,254

***The cumulative cost saving to the District to date from July 1, 2014 is \$1,087,304***

District staff are recognized and commended for their continued efforts in looking for cost savings, the use of internal labor and grant opportunities that result in real savings for the District, rate payers, and the community.

**Teen and Community Center** – The Teen and Community Center Construction project was advertised on April 24. I have included a schedule for project milestones.

Release of Request for Bid	<b>April 24</b>
Non-Mandatory Pre-Bid Conference	<b>May 11</b>
Last day for contractors to submit questions (For clarification prior to submitting Bid)	<b>May 18</b>
Last day for District to answer questions	<b>May 22</b>
Bid is due no later than <b>3:00, PM, PST</b>	<b>June 5</b>
Approval of Contract for low bid by MCSD Board	<b>July 1</b>
Construction	<b>280 days</b>

While we are working through the Teen Center bid process we will be doing energy efficiency calculations to determine our eligibility for PG&E grant funds.

**Budget for FY15/16** – In preparation for the coming fiscal year MCSD Department Heads and GM are preparing the budget in draft to the Board for final approval at the June Board Meeting. Analysis of trends and known conditions are applied to allow for the projections needed to produce a budget for the coming year.

**Wastewater Management Facility Improvement Project Design** – We are awaiting the results of the Prop 218 process prior to receive a funding agreement so we can proceed with the bid process. We received word that we will be eligible for plus or minus \$50,000 in grant funds from PG&E due to our selection of highly energy efficient equipment.

**Sewer Rate Analysis** – The ballots were mailed about a week after the last Board meeting. As of the writing of this email we have only received 6 protest ballots.

**Integrated Pest Management Plan** – Staff produced a draft policy consistent with direction from the Board. It is on the District web site for review and public comment and will be placed on the May agenda. We received three comments. This item is on the May Agenda for action.

**Central Ave. Open Space Maintenance Zone (OSMZ)** – The OSMZ is due to be reassessed, including a Proposition 218 process prior to November 2015. Concurrently the drafting of an MOU with the County of Humboldt and the Sheriff's Department is in progress and near completion. The concept of how the OSMZ assessment is evaluated and the execution of an MOU with the involved public agencies are all new components of the process and will be significant improvements for managing the OSMZ and assigning responsibilities to involved public agencies.

**Updated Water Curtailment Requirements from the State** – A significant amount of time was spent this month in review and discussion of the State Water Board's regulatory response to the Governor's executive order for a 25% reduction in residential water consumption. President Corbett, our GM, Supervisor Sundberg, Carol Rische, and other municipal customers of HBMWD worked to communicate our region's unique situation. The most up to date information was release as of May 5<sup>th</sup> and by the Board meeting we will have more information that is pertinent to our situation but as it looks now, worst case scenario is we will be required to reduce by 12% from our 2013 production numbers. Our June 2014 to February 2015 average was 13% reduction in consumption.

**Prop 84 and Emergency Water Supply for MCSD** – IRWM funding will be approximately \$11 million for this coming round. We will be updating existing grant applications to better characterize the necessity for MCSD to increase the probability of receiving a portion of these funds. The project we will be concentrating on this round is an emergency ground water source in the northern portion of the Water Service Area. This project would provide the flexibility to isolate our system into north and south pressure zones in the event of a seismic event.

**Solar Power Analysis** – District General Counsel and MCSD management have reviewed the contracts and are prepared to request the Board authorize the execution of the contract to start the design process.

**Meetings** – The General Manager attended various meetings this month including sitting in on the interview to select MBMWD's next GM.

**Exhibits/Attachments**

- Attachment 1 – WWMF Monthly Self Monitoring Report
- Attachment 2 – Urban Water Supplier Framework Tiers
- Attachment 3 – Water Conservation Press Release May 5, 2015

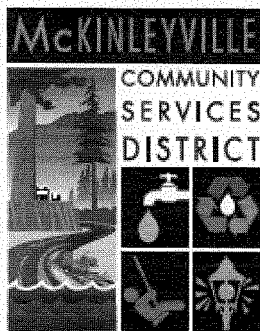


**PHYSICAL ADDRESS:**

1656 SUTTER ROAD  
McKINLEYVILLE, CA 95519

**MAILING ADDRESS:**

P.O. BOX 2037  
McKINLEYVILLE, CA 95519



mckinleyvillecsd.com

**MAIN OFFICE:**

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

**PARKS & RECREATION OFFICE:**

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

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

April 22, 2015

**RE: MONTHLY MONITORING REPORT**

Dear Charles:

Enclosed is the Monthly Monitoring Report for March 2015 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 30 days Discharge Point 001. The required monitoring and water quality constituents that were tested and reported were in compliance in March.

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

The requirement for TSS is 83 mg/L, 1108 lbs/day and 65% removal for the monthly average with four weekly tests in March which represent three criteria. The TSS results for March 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 March 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 March are as follows. Median was <1.8 and a Maximum of 4.5. Five samples were collected in the month of March and were in compliance.

Monthly River Monitoring was conducted in March.

Acute testing for March was conducted using Rainbow Trout and C.Dubia. Rainbow Trout had a 100% survival and C.Dubia had a 40% survival. Accelerated testing was performed on C. Dubia which produced the following results. Accelerated #1 100%, #2 90%. Acute testing was in compliance after accelerated testing.

WWMF Upgrade Status: The District sent back comments regarding the Final Bid Set and is waiting on engineer's response.

McKINLEYVILLE COMMUNITY SERVICES DISTRICT  
WASTEWATER MANAGEMENT FACILITY  
MONITORING DATA

YEAR: 2015

MONTH: MARCH

DATE	INFLUENT FLOW M.G.D.	EFFLUENT FLOW M.G.D.	EFFLUENT MAXIMUM GPM	RIVER CFS	INFLUENT MONITORING B.O.D. mg/L	N.F.R. mg/L	PH	TEMP (°C)	B.O.D. mg/L	NFR mg/L	AMMONIA	CL <sub>2</sub> RES.	RIVER CL <sub>2</sub> RES.	SETTLABLE SOLIDS	3X5 TOTAL COLIFORM
1	1.010	1.093	781	605			7.1	12.8				0.6	0.00		
2	0.941	1.088	768	559			7.1	12.9			28	1.0	0.00		<1.8
3	0.903	1.094	781	457			6.9	12.4			36	0.9	0.00		
4	0.902	0.983	779	383			6.8	12.5			32	2.4	0.00		
5	0.889	0.861	614	365			7	12.8			30	4	0.00		
6	0.864	0.862	614	339	320	250	6.8	12.6	11	6.2	32	1.5	0.00	<0.1	
7	0.906	0.866	616	329			7.1	13.0				0.7	0.00		
8	0.959	0.870	617	315			7.0	13.4				0.8	0.00		
9	0.906	0.840	612	296			6.9	13.0			32	2.9	0.00		<1.8
10	0.900	0.000	0	286			Washed CCB								
11	0.871	0.613	671	283			6.8	13.5			34	1.0	0.00		
12	0.885	0.922	655	280			6.7	13.2			36	0.9	0.00		
13	0.868	0.914	647	259	350	230	6.7	13.6	20	10	32	6.5	0.00	<0.1	
14	0.886	0.868	641	253			6.8	13.9				2.4	0.00		
15	0.975	0.913	647	247			7.0	14.6				2.2	0.00		
16	0.919	0.911	647	319			6.9	14.5			28	2.2	0.00		<1.8
17	0.877	0.905	645	293			6.8	14.1			32	2.0	0.00		
18	0.862	0.895	647	262			6.8	13.5			32	2.4	0.00		
19	0.863	0.886	631	242			6.9	13.9			34	1.7	0.00		
20	0.858	0.879	625	324	290	310	6.8	13.9	16	6.8	36	1.5	0.00	<0.1	
21	0.912	0.874	628	334			7.0	14.4				1.8	0.00		
22	1.025	0.867	614	343			6.9	15.0				2.5	0.00		
23	1.017	0.870	620	556			6.9	14.4			30	3.5	0.00		<1.8
24	0.962	1.136	919	2010			6.9	14.6			32	4.0	0.00		
25	0.976	1.309	926	2130			6.9	14.3			36	2.6	0.00		
26	0.981	1.308	916	1200			6.9	14.9			36	1.9	0.00		
27	0.960	1.308	919	823	340	310	6.8	15	15	11	34	1.5	0.00	<0.1	
28	0.977	1.307	921	626			6.9	14.9				0.8	0.00		
29	1.021	1.295	918	523			6.9	15.1				0.2	0.00		
30	0.960	1.282	904	471			6.8	15.3			34	1.6	0.00		4.5
31	0.950	1.287	973	452			6.8	15.5			32	1.5	0.00		

SPILLS:

None to report

DATE	TDS	AMMONIA	NITRATE	BORON
3/31/2015	240	25.0	ND	190

Semi-Annual Tests	Value in ug/l
Bis phthalate	N/A
alpha-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 mg/L	BOD LBS/DAY	BOD % Removal	NFR mg/L	NFR LBS/DAY	NFR % Removal
16	128	95	8	73	97

ACUTE TOXICITY

DATE	% Survival
3/3/2015	100%
3/3/2015	40%
3/18/2015	100%

Rainbow Trout  
C. dubia

CHRONIC TOXICITY

TESTED	SURVIVAL
Minnow	N/A
C. Dubia	N/A
Algae	N/A
	TUc

Total Coliform

Monthly

MEDIAN

<1.8

Daily

Maximum

4.5

Indicates Permit Exceedance

REMARKS:

SIGNATURE:



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

**MARCH 2015**

Discharge Monitoring	M-INF	M-001		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	1.010	1.093	781							0.000	1.093
2	0.941	1.088	768							0.000	1.088
3	0.903	1.094	781							0.000	1.094
4	0.902	0.983	779							0.000	0.983
5	0.889	0.861	614							0.000	0.861
6	0.864	0.862	614							0.000	0.862
7	0.906	0.866	616							0.000	0.866
8	0.959	0.870	617							0.000	0.870
9	0.906	0.340	612							0.000	0.340
10	0.900	0.000	0	Washed CCB						0.000	0.000
11	0.871	0.613	671							0.000	0.613
12	0.885	0.922	655							0.000	0.922
13	0.868	0.914	647							0.000	0.914
14	0.886	0.868	641							0.000	0.868
15	0.975	0.913	647							0.000	0.913
16	0.919	0.911	647							0.000	0.911
17	0.877	0.905	645							0.000	0.905
18	0.862	0.895	647							0.000	0.895
19	0.863	0.886	631							0.000	0.886
20	0.858	0.879	625							0.000	0.879
21	0.912	0.874	628							0.000	0.874
22	1.025	0.867	614							0.000	0.867
23	1.017	0.870	620							0.000	0.870
24	0.962	1.136	919							0.000	1.136
25	0.976	1.309	926							0.000	1.309
26	0.981	1.308	916							0.000	1.308
27	0.960	1.308	919							0.000	1.308
28	0.977	1.307	921							0.000	1.307
29	1.021	1.295	918							0.000	1.295
30	0.960	1.282	904							0.000	1.282
31	0.950	1.287	973							0.000	1.287
TOTAL	28.785	29.606		0.000	0.000	0.000	0.000	0.000	0.000	0.000	29.606
AVERAGE	0.929	0.955	706	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.955
MAXIMUM	1.025	1.309	973	0.000	0.000	0.000	0.000	0.000	0.000	0.000	1.309
MINIMUM	0.858	0.000	0	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
DAYS	31	30		0	0	0	0	0	0	0	30
DAYS WITH NO DISCHARGE = 1											

McKINLEYVILLE COMMUNITY SERVICES DISTRICT  
WASTEWATER MANAGEMENT FACILITY

RIVER CFS - EFFLUENT FLOWS -

M-004

RIVER DILUTION

M-005

M-006

MAY 2006

DATE	M-INF INFLUENT MGD	M-001 EFFLUENT MGD	EFFLUENT MAXIMUM GPM	M-003 PERK PONDS MGD	M-007 IRRIGATE MGD	M-002 RIVER MGD	RIVER DILUTION 100:1	MAXIMUM G.P.M. DISCHARGE FOR 100:1	RIVER FLOW IN CFS	RIVER FLOW IN GPS
------	--------------------------	--------------------------	----------------------------	-------------------------------	--------------------------	-----------------------	----------------------------	---	-------------------------	-------------------------

1	1.010	1.093	781			1.093	348	2716	605	4526
2	0.941	1.088	768			1.088	327	2509	559	4182
3	0.903	1.094	781			1.094	263	2051	457	3419
4	0.902	0.983	779			0.983	221	1719	383	2865
5	0.889	0.861	614			0.861	267	1638	365	2731
6	0.864	0.862	614			0.862	248	1522	339	2536
7	0.906	0.866	616			0.866	240	1477	329	2461
8	0.959	0.870	617			0.870	229	1414	315	2357
9	0.906	0.340	612			0.340	217	1329	296	2214
10	0.900	0.000	0	Washed CCB		0.000	0	1284	286	2140
11	0.871	0.613	671			0.613	189	1270	283	2117
12	0.885	0.922	655			0.922	192	1257	280	2095
13	0.868	0.914	647			0.914	180	1163	259	1938
14	0.886	0.868	641			0.868	177	1136	253	1893
15	0.975	0.913	647			0.913	171	1109	247	1848
16	0.919	0.911	647			0.911	221	1432	319	2386
17	0.877	0.905	645			0.905	204	1315	293	2192
18	0.862	0.895	647			0.895	182	1176	262	1960
19	0.863	0.886	631			0.886	172	1086	242	1810
20	0.858	0.879	625			0.879	233	1454	324	2424
21	0.912	0.874	628			0.874	239	1499	334	2499
22	1.025	0.867	614			0.867	251	1540	343	2566
23	1.017	0.870	620			0.870	403	2496	556	4159
24	0.962	1.136	919			1.136	982	9022	2010	15037
25	0.976	1.309	926			1.309	1032	9561	2130	15935
26	0.981	1.308	916			1.308	588	5386	1200	8977
27	0.960	1.308	919			1.308	402	3694	823	6157
28	0.977	1.307	921			1.307	305	2810	626	4683
29	1.021	1.295	918			1.295	256	2348	523	3913
30	0.960	1.282	904			1.282	234	2114	471	3524
31	0.950	1.287	973			1.287	209	2029	452	3381

TOTAL	28.785	29.606		0.000	0.000	29.606				
AVERAGE	0.929	0.955	706	0.000	0.000	0.955	296	2340	521	3901
MAXIMUM	1.025	1.309	973	0.000	0.000	1.309	1032	9561	2130	15935
MINIMUM	0.858	0.000	0	0.000	0.000	0.000	0	1086	242	1810
DAYS	31	30	30	0	0					

DAYS WITH NO DISCHARGE TO THE MAD RIVER = 1



Supplier Name	Total Water Production (gallons)		Total Water Saved	Percent Saved	Jul-Sep 2014 R-GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)	(Jun-14 - Feb-15, compared to 2013)	(Jun-14 - Feb-15, compared to 2013)			
Arcata City of	499,104,000	495,047,000	4,057,000	1%	43.5	2	8%
San Francisco Public Utilities Commission	20,365,410,000	18,717,900,000	1,647,510,000	8%	45.4	2	8%
Santa Cruz City of	2,527,700,000	1,933,400,000	594,300,000	24%	47.3	2	8%
California Water Service Company South San Francisco	2,075,673,590	1,907,534,254	168,139,336	8%	48.8	2	8%
California-American Water Company Monterey District	2,903,844,543	2,590,336,368	313,508,175	11%	51.3	2	8%
California Water Service Company East Los Angeles	3,998,522,861	3,819,956,279	178,566,582	4%	51.4	2	8%
Vernon City of	1,907,061,769	1,788,380,162	118,681,607	6%	51.6	2	8%
California-American Water Company San Diego District	2,795,094,888	2,578,195,144	216,899,744	8%	51.9	2	8%
Cambria Community Services District	166,216,813	95,513,570	70,703,243	43%	54.4	2	8%
East Palo Alto, City of	409,886,088	454,911,335	-45,025,247	-11%	55.6	2	8%
Park Water Company	2,833,164,110	2,598,821,539	234,342,571	8%	55.6	2	8%
San Bruno City of	929,865,974	849,620,197	80,245,777	9%	55.7	2	8%
Golden State Water Company Bell-Bell Gardens	1,279,423,043	1,208,354,847	71,068,196	6%	58.4	2	8%
Daly City City of	1,888,066,301	1,622,632,784	265,433,517	14%	58.8	2	8%
North Coast County Water District	809,332,364	713,333,361	95,999,003	12%	59.5	2	8%
Westborough Water District	257,568,499	213,776,790	43,791,709	17%	59.5	2	8%
Coastside County Water District	565,550,000	524,430,000	41,120,000	7%	61.9	2	8%
Grover Beach City of	352,828,667	208,202,769	144,625,897	41%	62.1	2	8%
Hayward City of	4,474,967,937	3,957,222,483	517,745,455	12%	62.1	2	8%
Redwood City City of	2,525,846,774	2,179,170,327	346,676,447	14%	63.4	2	8%
Compton City of	1,858,895,919	1,837,323,747	21,572,172	1%	63.6	2	8%
Soquel Creek Water District	1,046,626,000	826,889,000	219,737,000	21%	64.3	2	8%
Seal Beach City of	905,215,264	856,337,550	48,877,714	5%	64.7	2	8%
Inglewood City of	2,457,964,645	2,284,776,001	173,188,643	7%	65.1	3	12%
Goleta Water District	3,523,431,480	3,053,227,871	470,203,609	13%	65.5	3	12%
Golden State Water Company Florence Graham	1,246,577,219	1,227,482,326	19,094,894	2%	66.5	3	12%
Oxnard City of	5,742,131,037	5,086,123,686	656,007,351	11%	66.6	3	12%
Paramount City of	1,628,999,712	1,623,382,034	5,617,679	0%	67.0	3	12%
Port Hueneme City of	500,546,894	456,100,759	44,446,135	9%	67.2	3	12%
California Water Service Company King City	428,820,478	403,729,918	25,090,560	6%	67.7	3	12%
Morro Bay City of	316,836,255	281,236,756	35,599,499	11%	70.0	3	12%
South Gate City of	2,066,696,383	2,017,629,675	49,066,708	2%	70.1	3	12%
Huntington Park City of	1,171,761,731	1,128,423,492	43,338,240	4%	71.3	3	12%
Estero Municipal Improvement District	1,137,677,797	1,077,438,670	60,239,127	5%	72.8	3	12%
Golden State Water Company Norwalk	1,214,317,928	1,131,519,080	82,798,848	7%	73.5	3	12%
Golden State Water Company Bay Point	512,238,443	452,672,802	59,565,641	12%	75.5	3	12%
Sweetwater Authority	5,185,495,337	4,886,767,783	298,727,554	6%	75.6	3	12%
City of Big Bear Lake, Dept of Water & Power	610,520,000	590,469,860	20,050,140	3%	75.8	3	12%
Marina Coast Water District	1,063,425,908	946,396,368	117,029,540	11%	75.9	3	12%

**Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction (Provisional)**

Supplier Name	Total Water Production (gallons)		Total Water Saved	Percent Saved	Jul-Sep 2014 R-GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)	(Jun-14 - Feb-15, compared to 2013)	(Jun-14 - Feb-15, compared to 2013)			
Lompoc City of	1,253,200,000	1,106,800,000	146,400,000	12%	76.6	3	12%
San Lorenzo Valley Water District	416,952,583	335,050,267	81,902,316	20%	77.9	3	12%
Golden State Water Company S San Gabriel	664,867,252	637,528,317	27,338,935	4%	77.9	3	12%
Santa Ana City of	9,729,076,397	9,323,684,636	405,391,760	4%	78.3	3	12%
McKinleyville Community Service District	344,448,000	300,869,000	43,579,000	13%	79.8	3	12%
Santa Fe Springs City of	1,526,056,730	1,408,567,739	117,488,991	8%	80.1	4	16%
Crestline Village Water District	185,010,871	167,499,027	17,511,844	9%	80.3	4	16%
Monterey Park City of	649,960,000	594,880,000	55,080,000	8%	80.4	4	16%
Montebello Land and Water Company	859,407,071	791,398,619	68,008,451	8%	80.5	4	16%
Santa Barbara City of	3,348,530,727	2,632,951,217	715,579,509	21%	80.9	4	16%
Rohnert Park City of	1,267,000,000	1,124,000,000	143,000,000	11%	81.0	4	16%
Valley County Water District	2,033,127,821	1,853,913,772	179,214,049	9%	81.6	4	16%
Golden State Water Company Southwest	7,303,405,789	6,894,299,322	409,106,467	6%	81.7	4	16%
San Diego City of	47,355,303,598	46,452,597,390	902,706,208	2%	82.0	4	16%
Mountain View City of	2,967,854,797	2,531,213,885	436,640,912	15%	82.5	4	16%
California Water Service Company Dominguez	8,444,765,582	8,077,205,172	367,560,410	4%	83.7	4	16%
Long Beach City of	14,658,100,592	13,842,168,619	815,931,973	6%	83.8	4	16%
Greenfield, City of	573,049,890	501,684,126	71,365,764	12%	83.8	4	16%
Dublin San Ramon Services District	2,779,417,000	1,959,505,000	819,912,000	29%	84.7	4	16%
San Luis Obispo City of	1,387,716,506	1,278,706,170	109,010,336	8%	85.0	4	16%
Sunnyvale City of	4,612,426,949	3,920,970,221	691,456,728	15%	85.2	4	16%
California Water Service Company Salinas District	4,612,101,098	4,065,974,106	546,126,992	12%	86.0	4	16%
Lynwood City of	1,264,349,156	1,237,371,916	26,977,240	2%	86.3	4	16%
Santa Rosa City of	5,454,466,874	4,447,473,373	1,006,993,501	18%	86.7	4	16%
Hawthorne City of	1,070,747,789	1,135,592,223	-64,844,434	-6%	86.7	4	16%
California Water Service Company Mid Peninsula	3,986,792,209	3,551,780,554	435,011,655	11%	87.4	4	16%
San Gabriel Valley Water Company	9,747,519,587	9,124,165,807	623,353,780	6%	88.3	4	16%
Alameda County Water District	10,539,100,000	8,458,900,000	2,080,200,000	20%	88.3	4	16%
Santa Clara City of	5,338,900,000	4,749,500,000	589,400,000	11%	88.3	4	16%
Menlo Park City of	1,058,240,665	769,095,397	289,145,268	27%	88.6	4	16%
Sweetwater Springs Water District	208,544,913	177,491,272	31,053,641	15%	88.7	4	16%
Millbrae City of	668,885,610	603,267,242	65,618,369	10%	89.2	4	16%
Golden State Water Company Artesia	1,402,138,690	1,348,796,812	53,341,879	4%	90.0	4	16%
Hi-Desert Water District	744,117,577	733,074,472	11,043,105	1%	90.3	4	16%
Burlingame City of	1,288,363,748	1,075,113,151	213,250,598	17%	90.4	4	16%
Los Angeles Department of Water and Power	139,452,680,105	130,343,503,463	9,109,176,642	7%	90.9	4	16%
Vallejo City of	4,410,308,000	4,020,375,000	389,933,000	9%	91.3	4	16%
San Buenaventura City of	4,446,346,994	3,813,888,925	632,458,069	14%	91.3	4	16%
Scotts Valley Water District	311,979,632	253,857,835	58,121,797	19%	91.6	4	16%

**Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction (Provisional)**

Supplier Name	Total Water Production (gallons)		Total Water Saved	Percent Saved	Jul-Sep 2014 R-GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)	(Jun-14 - Feb-15, compared to 2013)	(Jun-14 - Feb-15, compared to 2013)			
Irvine Ranch Water District	15,406,744,246	15,015,266,341	391,477,904	3%	91.7	4	16%
Otay Water District	8,209,272,756	7,888,634,952	320,637,804	4%	93.0	4	16%
Windsor, Town of	963,136,985	817,896,531	145,240,453	15%	93.0	4	16%
California Water Service Company Redwood Valley	108,182,674	82,440,411	25,742,263	24%	93.3	4	16%
American Canyon, City of	915,968,361	777,155,653	138,812,708	15%	93.5	4	16%
Lakewood City of	2,086,631,973	1,856,580,866	230,051,107	11%	93.9	4	16%
East Bay Municipal Utilities District	52,390,500,000	46,127,500,000	6,263,000,000	12%	94.2	4	16%
Crescent City City of	583,110,000	710,650,000	-127,540,000	-22%	94.5	4	16%
San Jose City of	5,294,000,000	4,707,000,000	587,000,000	11%	96.0	5	20%
Pomona City of	5,817,361,333	5,468,536,077	348,825,256	6%	96.1	5	20%
Bellflower-Somerset Mutual Water Company	1,350,031,789	1,268,477,694	81,554,095	6%	96.1	5	20%
California Water Service Company Hermosa/Redondo	2,984,799,071	2,983,495,666	1,303,406	0%	96.4	5	20%
Azusa City of	5,165,530,597	4,670,763,054	494,767,543	10%	97.3	5	20%
California Water Service Company Stockton	6,808,665,567	6,318,910,872	489,754,695	7%	97.6	5	20%
El Segundo City of	1,692,179,532	1,788,496,457	-96,316,925	-6%	97.9	5	20%
Carpinteria Valley Water District	1,160,826,158	1,028,941,051	131,885,107	11%	98.2	5	20%
Lomita City of	591,013,026	547,632,425	43,380,600	7%	98.3	5	20%
Norwalk City of	559,456,000	511,830,000	47,626,000	9%	98.7	5	20%
Moulton Niguel Water District	7,135,207,799	6,864,125,480	271,082,319	4%	99.1	5	20%
Rowland Water District	2,857,000,142	2,756,214,295	100,785,846	4%	99.3	5	20%
Livermore City of Division of Water Resources	1,642,615,000	1,199,514,000	443,101,000	27%	100.0	5	20%
Fountain Valley City of	2,438,968,604	2,305,516,153	133,452,452	5%	100.2	5	20%
Pittsburg City of	2,481,549,000	2,226,323,000	255,226,000	10%	100.3	5	20%
Watsonville City of	2,045,660,752	1,803,744,576	241,916,176	12%	100.3	5	20%
Lathrop, City of	1,149,290,000	990,960,000	158,330,000	14%	100.5	5	20%
El Monte City of	328,279,000	312,936,000	15,343,000	5%	100.6	5	20%
Mid-Peninsula Water District	823,925,361	712,822,442	111,102,919	13%	101.4	5	20%
San Gabriel County Water District	1,612,133,643	1,485,957,453	126,176,190	8%	102.9	5	20%
Helix Water District	8,454,736,636	8,067,103,778	387,632,858	5%	103.6	5	20%
Whittier City of	2,041,957,743	2,084,064,264	-42,106,521	-2%	104.2	5	20%
Great Oaks Water Company Incorporated	2,641,791,567	2,210,783,322	431,008,244	16%	104.2	5	20%
Hollister City of	832,612,930	742,476,980	90,135,950	11%	104.4	5	20%
Calexico City of	1,524,360,000	1,440,570,000	83,790,000	5%	104.6	5	20%
Oceanside City of	6,988,111,948	6,765,555,423	222,556,525	3%	105.3	5	20%
San Jose Water Company	36,046,000,000	31,608,300,000	4,437,700,000	12%	105.7	5	20%
Westminster City of	3,064,371,990	2,956,971,359	107,400,630	4%	105.9	5	20%
Escondido City of	4,625,134,351	4,059,907,513	565,226,838	12%	106.7	5	20%
Fairfield City of	5,435,000,000	4,853,000,000	582,000,000	11%	106.7	5	20%
Downey City of	4,090,256,554	3,834,059,128	256,197,426	6%	106.9	5	20%

**Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction (Provisional)**

Supplier Name	Total Water Production (gallons)		Total Water Saved	Percent Saved	Jul-Sep 2014 R-GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)	(Jun-14 - Feb-15, compared to 2013)	(Jun-14 - Feb-15, compared to 2013)			
Glendale City of	6,839,188,070	6,346,086,881	493,101,189	7%	107.1	5	20%
Marin Municipal Water District	7,006,662,670	5,966,662,221	1,040,000,448	15%	107.4	5	20%
Camarillo City of	2,747,943,839	2,399,416,293	348,527,546	13%	107.5	5	20%
California-American Water Company Sacramento District	8,801,191,649	7,285,565,423	1,515,626,225	17%	107.8	5	20%
Adelanto city of	1,091,834,544	993,603,394	98,231,150	9%	108.5	5	20%
Anaheim City of	16,337,538,847	15,992,788,037	344,750,810	2%	108.6	5	20%
Ukiah City of	678,601,000	551,722,000	126,879,000	19%	108.6	5	20%
Pico Rivera City of	1,267,056,981	1,099,162,034	167,894,948	13%	108.8	5	20%
Huntington Beach City of	7,506,541,568	7,116,888,432	389,653,136	5%	109.0	5	20%
Crescenta Valley Water District	1,200,433,997	1,043,760,838	156,673,159	13%	109.4	5	20%
Milpitas City of	2,719,687,979	2,424,775,231	294,912,748	11%	110.2	6	24%
Torrance City of	3,906,665,343	3,703,464,394	203,200,950	5%	111.0	6	24%
Vista Irrigation District	4,896,569,394	4,632,303,886	264,265,507	5%	111.1	6	24%
Martinez City of	1,027,679,751	871,695,210	155,984,540	15%	111.7	6	24%
Santa Monica City of	3,462,200,000	3,321,100,000	141,100,000	4%	111.7	6	24%
Perris, City of	437,809,090	430,597,020	7,212,070	2%	111.9	6	24%
Golden State Water Company Culver City	1,415,824,450	1,344,756,254	71,068,196	5%	113.1	6	24%
Lakeside Water District	1,064,566,388	977,942,044	86,624,343	8%	114.6	6	24%
Golden State Water Company S Arcadia	908,701,874	851,189,098	57,512,777	6%	116.0	6	24%
Vallecitos Water District	4,390,033,350	4,037,168,840	352,864,510	8%	116.1	6	24%
Soledad, City of	581,571,300	531,785,500	49,785,800	9%	116.7	6	24%
Manhattan Beach City of	1,219,661,891	1,153,188,200	66,473,691	5%	116.7	6	24%
Mesa Water District	4,434,609,825	4,283,056,327	151,553,499	3%	116.8	6	24%
Palo Alto City of	3,180,440,852	2,685,999,460	494,441,392	16%	116.8	6	24%
Gilroy City of	2,328,666,000	1,995,678,000	332,988,000	14%	117.6	6	24%
Humboldt Community Service District	610,120,000	573,669,000	36,451,000	6%	117.9	6	24%
Alhambra City of	2,575,148,433	2,329,573,763	245,574,669	10%	118.3	6	24%
Orchard Dale Water District	589,289,272	550,757,340	38,531,931	7%	118.7	6	24%
Buena Park City of	3,777,921,445	3,441,805,698	336,115,747	9%	118.9	6	24%
Pico Water District	1,029,001,320	960,057,631	68,943,690	7%	119.0	6	24%
Delano City of	2,386,120,000	2,229,650,000	156,470,000	7%	119.4	6	24%
El Centro City of	1,978,323,000	1,910,544,000	67,779,000	3%	119.5	6	24%
Woodland City of	2,938,159,020	2,454,292,204	483,866,816	16%	119.8	6	24%
Pleasanton City of	4,439,552,000	3,099,891,000	1,339,661,000	30%	119.8	6	24%
El Toro Water District	2,331,141,109	2,239,576,858	91,564,251	4%	119.9	6	24%
San Fernando City of	839,719,127	786,931,196	52,787,931	6%	120.3	6	24%
Suburban Water Systems San Jose Hills	7,160,122,399	6,833,016,444	327,105,955	5%	120.3	6	24%
Sunny Slope Water Company	1,052,785,122	950,022,234	102,762,888	10%	120.5	6	24%
California Water Service Company Livermore	2,781,467,781	1,909,163,511	872,304,270	31%	120.5	6	24%



**Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction (Provisional)**

Supplier Name	Total Water Production (gallons)		Total Water Saved	Percent Saved	Jul-Sep 2014 R-GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)	(Jun-14 - Feb-15, compared to 2013)	(Jun-14 - Feb-15, compared to 2013)			
Laguna Beach County Water District	872,082,691	867,064,579	5,018,112	1%	121.0	6	24%
Fortuna City of	303,008,000	276,986,000	26,022,000	9%	121.2	6	24%
Golden State Water Company West Orange	4,000,477,969	3,830,090,258	170,387,711	4%	121.4	6	24%
Amador Water Agency	899,761,000	773,623,400	126,137,600	14%	121.6	6	24%
South Coast Water District	1,639,847,306	1,549,814,557	90,032,749	5%	121.7	6	24%
Napa City of	3,605,871,891	3,247,435,321	358,436,570	10%	124.1	6	24%
Alco Water Service	1,156,954,000	1,028,617,000	128,337,000	11%	124.2	6	24%
Coachella City of	1,395,900,000	1,294,010,000	101,890,000	7%	125.5	6	24%
California Water Service Company Marysville	575,127,769	496,597,575	78,530,194	14%	125.5	6	24%
Valley of the Moon Water District	800,300,880	646,691,259	153,609,621	19%	125.8	6	24%
Brea City of	2,826,761,129	2,727,376,444	99,384,685	4%	125.9	6	24%
Chino City of	3,332,449,959	3,123,999,542	208,450,416	6%	126.7	6	24%
Santa Margarita Water District	7,105,190,366	6,932,489,109	172,701,256	2%	126.8	6	24%
Reedley City of	1,302,000,000	1,109,000,000	193,000,000	15%	126.9	6	24%
Ontario City of	8,782,999,363	8,499,508,622	283,490,741	3%	126.9	6	24%
Valencia Water Company	7,817,224,611	6,780,899,767	1,036,324,844	13%	127.0	6	24%
Groveland Community Services District	127,297,632	96,625,396	30,672,236	24%	127.5	6	24%
Eureka City of	860,874,000	799,778,000	61,096,000	7%	128.0	6	24%
Petaluma City of	2,407,770,000	2,071,485,000	336,285,000	14%	129.0	6	24%
North Marin Water District	2,457,000,000	1,986,810,000	470,190,000	19%	129.1	6	24%
City of Newman Water Department	559,946,000	448,854,000	111,092,000	20%	129.2	6	24%
Tuolumne Utilities District	1,441,240,862	992,152,425	449,088,437	31%	129.3	6	24%
Monte Vista Water District	2,603,464,922	2,359,464,115	244,000,807	9%	130.3	7	28%
Twentynine Palms Water District	666,765,336	641,552,256	25,213,080	4%	130.6	7	28%
Eastern Municipal Water District	22,059,815,756	21,154,600,492	905,215,264	4%	130.7	7	28%
California Water Service Company Oroville	830,595,287	682,007,037	148,588,251	18%	131.6	7	28%
Healdsburg City of	540,150,000	446,810,000	93,340,000	17%	131.7	7	28%
Humboldt Bay Municipal Water District	146,056,000	148,820,000	-2,764,000	-2%	132.1	7	28%
Burbank City of	4,712,137,486	4,362,205,638	349,931,847	7%	132.2	7	28%
Arroyo Grande City of	776,210,684	654,635,517	121,575,167	16%	132.2	7	28%
Padre Dam Municipal Water District	2,952,148,758	2,752,858,026	199,290,733	7%	132.6	7	28%
San Juan Capistrano City of	2,040,416,466	1,962,283,810	78,132,655	4%	133.3	7	28%
Garden Grove City of	6,584,316,860	6,185,605,054	398,711,806	6%	133.6	7	28%
Del Oro Water Company	369,631,917	306,051,990	63,579,927	17%	134.3	7	28%
Tracy City of	4,529,625,694	3,497,663,768	1,031,961,925	23%	134.6	7	28%
Riverside City of	17,427,511,870	15,956,944,380	1,470,567,490	8%	135.3	7	28%
La Palma City of	545,401,972	497,342,471	48,059,501	9%	136.3	7	28%
Santa Maria City of	3,370,607,161	3,257,210,864	113,396,297	3%	136.6	7	28%
Lincoln Avenue Water Company	613,030,807	557,668,649	55,362,157	9%	137.2	7	28%

**Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction (Provisional)**

Supplier Name	Total Water Production (gallons)		Total Water Saved	Percent Saved	Jul-Sep 2014 R-GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)	(Jun-14 - Feb-15, compared to 2013)	(Jun-14 - Feb-15, compared to 2013)			
La Habra City of Public Works	2,397,728,848	2,535,032,864	-137,304,016	-6%	137.5	7	28%
Golden State Water Company Placentia	1,868,334,327	1,778,757,770	89,576,557	5%	137.8	7	28%
Pasadena City of	8,349,297,631	7,614,975,148	734,322,483	9%	139.0	7	28%
Contra Costa Water District	8,855,338,380	7,547,370,752	1,307,967,628	15%	139.9	7	28%
Suburban Water Systems Whittier/La Mirada	5,584,910,982	5,234,793,399	350,117,583	6%	141.1	7	28%
Golden State Water Company Simi Valley	1,830,698,487	1,657,215,187	173,483,300	9%	141.5	7	28%
Lake Arrowhead Community Services District	440,648,885	386,238,213	54,410,671	12%	141.6	7	28%
Antioch City of	4,642,068,000	4,042,923,000	599,145,000	13%	141.9	7	28%
Big Bear City Community Services District	266,135,894	256,898,007	9,237,888	3%	142.4	7	28%
Sonoma City of	583,798,675	494,362,234	89,436,441	15%	142.5	7	28%
San Gabriel Valley Fontana Water Company	10,907,224,816	10,188,722,419	718,502,397	7%	142.9	7	28%
Tehachapi, City of	582,624,632	536,291,818	46,332,814	8%	143.8	7	28%
Davis City of	3,023,400,000	2,527,400,000	496,000,000	16%	143.9	7	28%
Benicia City of	1,543,102,018	1,217,315,761	325,786,257	21%	143.9	7	28%
California Water Service Company Dixon, City of	382,549,575	346,705,918	35,843,657	9%	144.3	7	28%
Suisun-Solano Water Authority	1,038,300,000	918,300,000	120,000,000	12%	144.5	7	28%
Sunnyslope County Water District	694,319,032	596,249,460	98,069,572	14%	144.6	7	28%
Roseville City of	8,448,024,096	6,930,859,852	1,517,164,244	18%	145.1	7	28%
Paso Robles City of	1,705,474,000	1,511,094,000	194,380,000	11%	146.0	7	28%
Sacramento City of	28,979,000,000	23,440,000,000	5,539,000,000	19%	146.4	7	28%
Walnut Valley Water District	5,119,451,770	4,877,344,159	242,107,610	5%	146.4	7	28%
Rialto City of	2,544,482,555	2,596,683,954	-52,201,399	-2%	146.9	7	28%
Diablo Water District	1,487,225,000	1,338,770,000	148,455,000	10%	147.7	7	28%
Patterson City of	1,040,156,104	948,595,320	91,560,784	9%	148.3	7	28%
San Dieguito Water District	1,583,703,106	1,621,176,020	-37,472,914	-2%	148.3	7	28%
Orange City of	7,732,617,288	7,437,395,896	295,221,393	4%	148.7	7	28%
California Water Service Company Kern River Valley	222,882,376	201,376,182	21,506,194	10%	148.9	7	28%
Fresno City of	36,603,191,424	30,513,707,650	6,089,483,774	17%	150.7	7	28%
Cerritos City of	2,219,233,953	1,991,297,621	227,936,332	10%	153.6	7	28%
Sanger City of	1,552,776,000	1,422,246,000	130,530,000	8%	153.6	7	28%
Monrovia City of	1,885,000,000	1,673,000,000	212,000,000	11%	154.6	7	28%
Covina City of	1,500,350,310	1,393,914,200	106,436,110	7%	154.7	7	28%
Lake Hemet Municipal Water District	2,880,852,466	2,579,961,258	300,891,208	10%	154.9	7	28%
Stockton City of	8,304,530,000	7,263,300,000	1,041,230,000	13%	155.0	7	28%
Ventura County Waterworks District No. 8	5,424,122,854	4,896,895,245	527,227,609	10%	156.1	7	28%
Tustin City of	2,984,049,613	2,895,189,929	88,859,684	3%	156.5	7	28%
California-American Water Company Los Angeles District	5,579,752,754	5,179,473,602	400,279,151	7%	156.8	7	28%
Fullerton City of	7,215,373,767	6,969,105,034	246,268,733	3%	157.4	7	28%
San Clemente City of	2,270,663,084	2,331,434,375	-60,771,291	-3%	157.7	7	28%

**Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction (Provisional)**

Supplier Name	Total Water Production (gallons)		Total Water Saved	Percent Saved	Jul-Sep 2014 R-GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)	(Jun-14 - Feb-15, compared to 2013)	(Jun-14 - Feb-15, compared to 2013)			
Chino Hills City of	3,952,965,804	3,587,674,904	365,290,900	9%	157.8	7	28%
Rubidoux Community Service District	1,400,190,000	1,335,510,000	64,680,000	5%	158.0	7	28%
Rosamond Community Service District	719,200,000	712,000,000	7,200,000	1%	158.3	7	28%
Santa Paula City of	1,218,270,506	1,081,725,724	136,544,782	11%	160.2	7	28%
North Tahoe Public Utility District	350,120,000	332,141,000	17,979,000	5%	161.3	7	28%
Atascadero Mutual Water Company	1,291,000,000	1,056,900,000	234,100,000	18%	163.0	7	28%
Thousand Oaks City of	3,106,634,920	2,792,709,655	313,925,265	10%	163.7	7	28%
Victorville Water District	4,985,852,685	4,486,322,447	499,530,238	10%	164.4	7	28%
Nipomo Community Services District	665,258,273	527,032,098	138,226,175	21%	165.4	7	28%
Fillmore City of	482,079,202	446,216,000	35,863,202	7%	165.6	7	28%
Ramona Municipal Water District	1,087,105,531	1,049,746,665	37,358,866	3%	165.9	7	28%
Golden State Water Company Barstow	1,595,531,512	1,445,509,515	150,021,997	9%	166.2	7	28%
El Dorado Irrigation District	10,044,044,386	7,600,810,386	2,443,234,000	24%	166.2	7	28%
Ceres City of	1,985,969,000	1,848,968,000	137,001,000	7%	166.3	7	28%
California Water Service Company Willows	364,301,895	318,682,696	45,619,200	13%	168.6	7	28%
East Valley Water District	5,405,695,956	4,782,879,831	622,816,125	12%	169.4	7	28%
Joshua Basin Water District	409,078,118	382,604,644	26,473,473	6%	169.6	7	28%
Newport Beach City of	4,220,349,478	3,924,557,845	295,791,633	7%	170.3	8	32%
South Pasadena City of	1,045,005,526	935,193,595	109,811,931	11%	171.1	8	32%
Imperial, City of	687,420,000	671,127,000	16,293,000	2%	171.9	8	32%
Ventura County Waterworks District No 1	2,688,665,294	2,241,890,403	446,774,892	17%	172.0	8	32%
Dinuba City of	1,126,830,000	977,550,000	149,280,000	13%	172.3	8	32%
Madera City of	2,268,235,000	2,115,715,000	152,520,000	7%	173.5	8	32%
California Water Service Company Los Altos/Suburban	3,714,706,268	3,136,645,836	578,060,431	16%	173.8	8	32%
Hesperia Water District City of	3,676,581,651	3,538,094,794	138,486,856	4%	174.6	8	32%
Castaic Lake Water Agency Santa Clarita Water Division	7,358,051,073	6,493,567,237	864,483,836	12%	174.8	8	32%
Brentwood City of	3,038,220,000	2,663,210,000	375,010,000	12%	174.8	8	32%
Arvin Community Services District	740,072,884	667,768,501	72,304,383	10%	175.3	8	32%
Palmdale Water District	5,291,175,472	5,010,063,446	281,112,026	5%	175.9	8	32%
San Jacinto City of	756,372,530	651,046,816	105,325,714	14%	176.1	8	32%
La Verne City of	2,094,159,141	1,955,656,970	138,502,171	7%	176.5	8	32%
Newhall County Water District	2,611,216,927	2,326,139,289	285,077,638	11%	178.3	8	32%
Rincon Del Diablo Municipal Water District	1,766,766,437	1,514,883,284	251,883,153	14%	179.2	8	32%
Mission Springs Water District	2,072,832,166	1,979,439,888	93,392,277	5%	179.4	8	32%
Brawley City of	1,842,390,000	1,088,690,000	753,700,000	41%	179.6	8	32%
Calaveras County Water District	1,468,843,000	1,200,100,000	268,743,000	18%	180.4	8	32%
Banning City of	2,219,758,574	2,058,002,667	161,755,907	7%	181.2	8	32%
Phelan Pinon Hills Community Services District	635,139,826	675,206,517	-40,066,691	-6%	181.6	8	32%
Porterville City of	3,123,277,400	2,849,237,200	274,040,200	9%	182.0	8	32%

**Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction (Provisional)**

Supplier Name	Total Water Production (gallons)		Total Water Saved	Percent Saved	Jul-Sep 2014 R-GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)	(Jun-14 - Feb-15, compared to 2013)	(Jun-14 - Feb-15, compared to 2013)			
Sacramento County Water Agency	9,991,675,171	8,451,666,395	1,540,008,776	15%	184.3	8	32%
California-American Water Ventura District	4,397,006,571	3,988,454,052	408,552,519	9%	184.6	8	32%
Blythe City of	806,370,000	811,680,000	-5,310,000	-1%	185.8	8	32%
Yreka, City of	593,290,000	519,800,000	73,490,000	12%	186.6	8	32%
Yuba City City of	4,215,490,000	3,629,080,000	586,410,000	14%	188.2	8	32%
Carlsbad Municipal Water District	4,342,002,850	4,259,269,173	82,733,677	2%	188.5	8	32%
California Water Service Company Selma	1,492,399,536	1,239,212,977	253,186,559	17%	189.2	8	32%
Western Municipal Water District of Riverside	5,887,379,311	5,683,989,367	203,389,944	3%	189.2	8	32%
West Kern Water District	4,045,106,581	3,679,048,346	366,058,235	9%	191.3	8	32%
Riverbank City of	860,786,846	737,503,990	123,282,856	14%	191.4	8	32%
Pismo Beach City of	434,216,578	359,495,587	74,720,991	17%	191.7	8	32%
California Water Service Company Visalia	8,033,215,230	7,144,292,537	888,922,693	11%	191.7	8	32%
Hemet City of	1,116,063,947	1,045,970,047	70,093,900	6%	192.6	8	32%
Hanford City of	3,229,776,700	2,793,029,816	436,746,884	14%	193.7	8	32%
Turlock City of	5,571,505,100	4,909,059,441	662,445,659	12%	194.0	8	32%
Corona City of	8,699,410,000	8,297,070,000	402,340,000	5%	194.3	8	32%
Trabuco Canyon Water District	764,121,596	767,705,962	-3,584,366	0%	194.9	8	32%
Triunfo Sanitation District / Oak Park Water Service	687,285,830	597,937,369	89,348,461	13%	195.7	8	32%
Lamont Public Utility District	993,121,000	914,688,000	78,433,000	8%	197.5	8	32%
California Water Service Company Bakersfield	18,863,864,960	16,841,305,153	2,022,559,807	11%	197.6	8	32%
Morgan Hill City of	2,262,311,000	1,786,089,000	476,222,000	21%	198.5	8	32%
Jurupa Community Service District	6,546,170,411	6,107,698,865	438,471,545	7%	198.6	8	32%
Lemoore City of	1,967,044,000	1,783,354,000	183,690,000	9%	198.9	8	32%
Cucamonga Valley Water District	12,916,078,335	12,778,430,872	137,647,463	1%	199.2	8	32%
Vacaville City of	4,536,829,418	3,868,833,993	667,995,425	15%	199.9	8	32%
Citrus Heights Water District	3,723,178,405	3,023,575,391	699,603,014	19%	201.4	8	32%
Poway City of	2,984,245,124	2,893,299,991	90,945,133	3%	201.7	8	32%
Livingston City of	1,870,481,000	1,810,513,000	59,968,000	3%	204.2	8	32%
Shasta Lake City of	309,004,338	258,461,000	50,543,338	16%	205.5	8	32%
Elsinore Valley Municipal Water District	6,567,437,756	6,285,445,931	281,991,825	4%	205.8	8	32%
Galt City of	1,302,667,000	1,052,546,000	250,121,000	19%	207.2	8	32%
Lee Lake Water District	760,491,304	738,717,756	21,773,548	3%	208.1	8	32%
Casitas Municipal Water District	777,155,653	678,096,820	99,058,834	13%	209.1	8	32%
Golden State Water Company Ojai	564,830,864	487,636,661	77,194,203	14%	209.2	8	32%
San Bernardino County Service Area 70	457,322,702	431,251,330	26,071,373	6%	209.8	8	32%
Golden State Water Company San Dimas	3,063,589,946	2,950,649,842	112,940,105	4%	209.9	8	32%
California Water Service Company Chico District	6,759,462,002	5,680,893,778	1,078,568,223	16%	210.4	8	32%
San Bernardino City of	11,535,034,614	10,722,937,586	812,097,028	7%	212.1	8	32%
West Valley Water District	5,029,549,361	4,747,557,536	281,991,825	6%	212.3	8	32%



**Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction (Provisional)**

Supplier Name	Total Water Production (gallons)		Total Water Saved	Percent Saved	Jul-Sep 2014 R-GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)	(Jun-14 - Feb-15, compared to 2013)	(Jun-14 - Feb-15, compared to 2013)			
Colton, City of	2,519,711,330	2,487,549,794	32,161,536	1%	213.1	8	32%
Manteca City of	3,844,580,000	3,212,645,000	631,935,000	16%	213.3	8	32%
Folsom City of	5,476,678,514	4,592,545,306	884,133,208	16%	213.7	8	32%
Sierra Madre City of	616,142,059	546,575,118	69,566,941	11%	214.2	8	32%
Tulare, City of	4,805,328,900	4,324,313,800	481,015,100	10%	214.8	8	32%
Indio City of	5,340,000,000	5,006,100,000	333,900,000	6%	215.6	9	36%
Apple Valley Ranchos Water Company	4,101,713,205	3,942,264,436	159,448,769	4%	215.7	9	36%
Oakdale City of	1,417,000,000	1,139,000,000	278,000,000	20%	215.9	9	36%
Fallbrook Public Utility District	3,340,661,415	3,012,268,347	328,393,068	10%	217.3	9	36%
Kerman, City of	880,465,000	769,624,000	110,841,000	13%	217.9	9	36%
Exeter City of	600,332,681	535,287,408	65,045,273	11%	218.8	9	36%
Georgetown Divide Public Utilities District	512,901,000	410,416,000	102,485,000	20%	219.4	9	36%
Yorba Linda Water District	5,380,523,933	5,128,021,662	252,502,271	5%	220.2	9	36%
Rubio Canyon Land and Water Association	561,116,157	508,002,375	53,113,783	9%	220.8	9	36%
Elk Grove Water Service	1,982,552,982	1,615,618,816	366,934,166	19%	221.6	9	36%
Sacramento Suburban Water District	9,630,759,000	8,318,514,000	1,312,245,000	14%	222.5	9	36%
Los Angeles County Public Works Waterworks District 40	12,870,711,018	11,980,791,220	889,919,798	7%	223.1	9	36%
Corcoran City of	1,162,447,000	950,206,000	212,241,000	18%	223.7	9	36%
Norco City of	2,009,949,357	1,856,691,656	153,257,702	8%	224.3	9	36%
Winton Water & Sanitary District	432,243,000	400,904,000	31,339,000	7%	228.9	9	36%
Montecito Water District	1,577,349,003	836,688,709	740,660,294	47%	228.9	9	36%
Camrosa Water District	2,469,015,365	2,141,221,863	327,793,502	13%	229.4	9	36%
Wasco City of	1,096,680,000	952,170,000	144,510,000	13%	231.1	9	36%
South Tahoe Public Utilities District	1,641,227,000	1,550,474,000	90,753,000	6%	231.5	9	36%
Upland City of	5,523,683,657	5,024,215,355	499,468,301	9%	234.9	9	36%
Clovis City of	6,737,008,000	6,080,852,000	656,156,000	10%	235.2	9	36%
Beverly Hills City of	2,984,049,613	2,900,957,499	83,092,114	3%	235.8	9	36%
Loma Linda City of *	1,379,990,569	1,323,839,525	56,151,044	4%	236.1	9	36%
Shafter City of	1,350,000,000	1,154,000,000	196,000,000	15%	236.5	9	36%
Fruitridge Vista Water Company	1,000,084,300	823,053,400	177,030,900	18%	238.3	9	36%
Glendora City of	3,108,798,089	3,089,127,284	19,670,805	1%	242.0	9	36%
Carmichael Water District	2,598,570,000	2,107,250,000	491,320,000	19%	242.5	9	36%
Placer County Water Agency	7,686,123,771	6,395,079,193	1,291,044,578	17%	242.5	9	36%
Golden State Water Company Orcutt	1,941,781,239	1,705,636,709	236,144,529	12%	242.8	9	36%
Rainbow Municipal Water District	3,976,593,060	3,760,749,074	215,843,985	5%	243.0	9	36%
Modesto, City of	15,589,770,183	13,698,086,925	1,891,683,258	12%	245.9	9	36%
Pinedale County Water District	267,792,348	224,289,932	43,502,416	16%	247.0	9	36%
Los Angeles County Public Works Waterworks District 29	2,383,427,229	2,356,081,777	27,345,452	1%	248.9	9	36%
Lincoln City of	2,592,190,000	2,158,050,000	434,140,000	17%	251.0	9	36%

**Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction (Provisional)**

Supplier Name	Total Water Production (gallons)		Total Water Saved	Percent Saved	Jul-Sep 2014 R-GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)	(Jun-14 - Feb-15, compared to 2013)	(Jun-14 - Feb-15, compared to 2013)			
California Water Service Company Bear Gulch	3,623,142,017	3,228,861,790	394,280,227	11%	252.5	9	36%
Los Banos, City of	2,053,870,000	1,905,101,000	148,769,000	7%	253.0	9	36%
Redding City of	7,109,010,000	5,934,100,000	1,174,910,000	17%	253.7	9	36%
Riverside Highland Water Company	971,591,200	889,248,544	82,342,656	8%	253.9	9	36%
California Water Service Company Palos Verdes	5,184,622,055	4,979,661,507	204,960,548	4%	255.4	9	36%
Olivehurst Public Utility District	1,161,641,529	959,245,393	202,396,137	17%	256.0	9	36%
San Bernardino County Service Area 64	758,722,238	679,807,540	78,914,699	10%	257.5	9	36%
Mammoth Community Water District	499,483,000	447,407,000	52,076,000	10%	259.3	9	36%
Anderson, City of	572,342,000	498,676,000	73,666,000	13%	260.8	9	36%
Rio Vista, city of	641,312,000	606,333,000	34,979,000	5%	260.9	9	36%
Indian Wells Valley Water District	1,861,884,000	1,789,365,000	72,519,000	4%	263.5	9	36%
West Sacramento City of	3,567,747,274	2,941,460,832	626,286,443	18%	264.3	9	36%
Yucaipa Valley Water District	2,981,840,000	2,837,629,000	144,211,000	5%	265.0	9	36%
Paradise Irrigation District	1,721,400,000	1,355,900,000	365,500,000	21%	266.0	9	36%
Nevada Irrigation District	2,750,729,000	2,339,997,000	410,732,000	15%	267.7	9	36%
Beaumont-Cherry Valley Water District	3,172,199,486	3,139,252,648	32,946,838	1%	269.7	9	36%
Olivenhain Municipal Water District	5,326,497,766	5,149,755,952	176,741,814	3%	271.7	9	36%
East Niles Community Service District	2,504,168,216	2,213,508,744	290,659,473	12%	271.8	9	36%
Fair Oaks Water District	3,068,959,978	2,450,034,519	618,925,459	20%	274.1	9	36%
Discovery Bay Community Services District	986,000,000	808,000,000	178,000,000	18%	276.3	9	36%
East Orange County Water District	247,060,552	225,554,358	21,506,194	9%	277.6	9	36%
Rio Linda - Elverta Community Water District	770,017,391	629,595,315	140,422,076	18%	278.1	9	36%
Bakersfield City of	11,705,594,680	10,744,390,565	961,204,114	8%	279.9	9	36%
Truckee-Donner Public Utilities District	1,264,764,466	1,144,274,188	120,490,278	10%	282.0	9	36%
Lodi City of Public Works Department	3,904,230,000	3,932,720,000	-28,490,000	-1%	287.7	9	36%
Valley Center Municipal Water District	6,829,813,325	6,798,466,417	31,346,907	0%	291.2	9	36%
Tahoe City Public Utilities District	372,523,331	326,265,848	46,257,483	12%	292.6	9	36%
Red Bluff City of	904,393,249	764,891,212	139,502,037	15%	294.5	9	36%
California Water Service Company Antelope Valley	186,061,165	216,691,199	-30,630,034	-16%	296.6	9	36%
Golden State Water Company Claremont	2,873,781,490	2,604,204,605	269,576,886	9%	297.6	9	36%
Merced City of	6,872,130,000	6,271,910,000	600,220,000	9%	298.8	9	36%
Bakman Water Company	1,032,655,497	893,235,946	139,419,551	14%	302.2	9	36%
Las Virgenes Municipal Water District	5,714,163,209	5,470,784,778	243,378,431	4%	304.8	9	36%
Oildale Mutual Water Company	2,485,920,537	2,317,129,497	168,791,039	7%	306.4	9	36%
California City City of	1,192,746,563	1,264,824,899	-72,078,336	-6%	307.0	9	36%
Atwater City of	2,358,960,000	1,821,770,000	537,190,000	23%	308.0	9	36%
Golden State Water Company Cordova	4,051,962,495	3,483,514,680	568,447,814	14%	312.4	9	36%
Redlands City of	7,033,861,488	6,969,114,810	64,746,679	1%	313.2	9	36%
Ripon City of	1,431,002,833	1,223,409,134	207,593,699	15%	316.1	9	36%

**Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction (Provisional)**

Supplier Name	Total Water Production (gallons)		Total Water Saved	Percent Saved	Jul-Sep 2014 R-GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)	(Jun-14 - Feb-15, compared to 2013)	(Jun-14 - Feb-15, compared to 2013)			
Arcadia City of	4,352,404,027	4,033,916,843	318,487,185	7%	318.5	9	36%
Hillsborough Town of	877,331,034	658,647,771	218,683,262	25%	324.5	9	36%
Madera County	891,468,716	660,496,910	230,971,806	26%	328.1	9	36%
Kingsburg, City of	1,009,319,000	825,793,000	183,526,000	18%	332.7	9	36%
California Water Service Company Westlake	2,085,449,133	1,928,388,745	157,060,388	8%	336.7	9	36%
Rancho California Water District	16,377,618,572	16,074,902,597	302,715,976	2%	349.1	9	36%
Linda County Water District	971,706,000	880,037,000	91,669,000	9%	349.1	9	36%
Orange Vale Water Company	1,274,470,101	1,008,190,832	266,279,269	21%	354.3	9	36%
Quartz Hill Water District	1,430,054,382	1,276,190,597	153,863,785	11%	364.9	9	36%
Susanville City of	560,250,000	602,070,000	-41,820,000	-7%	383.0	9	36%
Bella Vista Water District	3,596,422,200	1,864,847,717	1,731,574,483	48%	386.3	9	36%
Valley Water Company	999,093,060	898,861,161	100,231,899	10%	400.8	9	36%
Desert Water Agency	8,823,730,792	8,310,188,943	513,541,849	6%	416.0	9	36%
South Feather Water and Power Agency	1,435,400,000	1,292,100,000	143,300,000	10%	465.9	9	36%
Coachella Valley Water District	28,323,853,249	27,188,261,025	1,135,592,223	4%	475.1	9	36%
San Juan Water District	3,594,268,324	2,773,624,539	820,643,785	23%	484.3	9	36%
Vaughn Water Company	3,206,837,858	2,989,389,519	217,448,339	7%	507.0	9	36%
Serrano Water District	829,682,903	749,230,186	80,452,717	10%	539.0	9	36%
Golden State Water Company Cowan Heights	703,676,157	691,163,462	12,512,695	2%	572.4	9	36%
Santa Fe Irrigation District	2,820,156,121	2,869,480,251	-49,324,131	-2%	604.6	9	36%
Myoma Dunes Mutual Water Company	757,700,108	707,153,944	50,546,164	7%	612.5	9	36%



# Media Release

## State Water Board Adopts 25 Percent Mandatory Water Conservation Regulation

For Immediate Release  
May 5, 2015

Contact: George Kostyrko  
gkostyrko@waterboards.ca.gov

**SACRAMENTO** – With emergency drought conditions persisting throughout California, the State Water Resources Control Board Tuesday adopted an [emergency regulation](#) requiring an immediate 25 percent reduction in overall potable urban water use statewide in accordance with Gov. Jerry Brown’s April 1 [Executive Order](#).

The Governor’s Executive Order required, for the first time in the state’s history, mandatory conservation for all residents and directed several state agencies, including the State Water Board, to take immediate action to safeguard the state’s remaining potable urban water supplies in preparation for a possible fifth year of drought.

A 25 percent savings in potable urban water use amounts to more than 1.2 million acre-feet of water over the next nine months, or nearly as much water as is currently in Lake Oroville.

Tuesday’s action follows the release of water production figures for the month of March which registered only a slight increase from the amount of water saved in the prior month. The amount of water conserved in March 2015, as compared to March 2013 was 3.6 percent, up less than one percent from February’s results.

Since the State Water Board adopted its initial emergency urban conservation regulation in July 2014, voluntary statewide conservation efforts have reached 9 percent overall – far short of the 20 percent Governor Brown called for in 2014. To see how various regions and communities have done conserving water, please visit this link [here](#).

“This is the drought of the century, with greater impact than anything our parents and grandparents experienced, and we have to act accordingly,” said Felicia Marcus, Chair of the State Water Resources Control Board.

“Today we set a high but achievable bar, with the goal of stretching urban California’s water supply. We have to face the reality that this drought may continue and prepare as if that’s the case. If it rains and snows next winter, we celebrate. If the drought continues, we’ll be glad we took difficult but prudent action today. It’s the responsible thing to do.”





## Conservation Standard

The emergency regulation identifies how much water communities must conserve based on their average residential water use, per person per day, last summer. Every person should be able keep indoor water use to no more than 55 gallons per day. For the most part, the amount of water that each person uses in excess of this amount is water that is applied to lawns and other ornamental landscapes.

On average, 50 percent of total residential use is outdoors, in some cases up to 80 percent. To save water now, during this drought emergency, the regulation targets these outdoor uses. Communities that are approaching, at or below the indoor target, are assigned a modest conservation standard while communities that use water well above the indoor target will be asked to do much more.

To reduce water use by 25 percent statewide, the regulation adopted by the Board this week places each urban water supplier into one of eight tiers which are assigned a conservation standard, ranging between four percent and 36 percent. Each month, the State Water Board will compare every urban water suppliers' water use with their use for the same month in 2013 to determine if they are on track for meeting their conservation standard. Local water agencies will determine the most cost effective and locally appropriate way to achieve their standard. The State Water Board will be working closely with water suppliers to implement the regulations and improve local efforts that are falling short.

"This likely will result in all communities significantly cutting back on outdoor watering, particularly ornamental landscapes surrounding homes, institutions, and businesses, resulting in many golden landscapes statewide," said Marcus. "This will be a heavy lift for some, but we believe that the regulatory strategy adopted today is doable – in fact, many communities that have focused on conserving water have already achieved significant conservation without losing their landscapes."

Residential customers of water suppliers with a conservation standard of 36 percent currently use between 216 and 614 gallons of water per person per day during the months of July, August, and September. Reducing their water use by 36 percent will still leave these residents with a minimum of 137 and up to 393 gallons of water per person per day; far more than the accepted standard of 55 gallons per person per day for indoor use. The difference between 55 gallons per person per day and 137 – 393 gallons per person per day means that these residents will still have water available for outdoor irrigation. Communities using less than 65 gallons per person per day will be required to reduce their overall water use by 8 percent.

"Over the longer term, we have many ways to extend our precious water resources, particularly in urban areas — conservation, recycling, stormwater capture, and desalination in appropriate cases have great promise. Many communities have done a lot already, or have ambitious goals that we hope to help them achieve. In the short run however, conservation is the cheapest, fastest and smartest way to become more resilient in the face of drought today and climate change in the future," said Marcus.

## Summary of New Requirements

- The conservation savings for all urban water suppliers (serving more than 3,000 connections) are allocated across nine tiers of increasing levels of residential gallons per capita per day (R-GPCD) water use to reduce water use by 25 percent statewide and will take effect June 1st. For specific information on the tiers and the suppliers in each tier, please visit [here](#).
- Smaller water suppliers (serving fewer than 3,000 connections) must either reduce water use by 25 percent, or restrict outdoor irrigation to no more than two days per week. These smaller urban suppliers, that collectively serve less than 10 percent of Californians, must submit a report on December 15, 2015 to demonstrate compliance.
- Commercial, Industrial and Institutional properties that are not served by a water supplier (or are self-supplied, such as by a groundwater well) also must either reduce water use by 25 percent or restrict outdoor irrigation to no more than two days per week. No reporting is required but these properties must maintain documentation of their water use and practices.
- The new prohibitions in the Executive Order apply to all Californians and will take effect immediately upon approval of the regulation by the Office of Administrative Law. These include:
  - Irrigation with potable water of ornamental turf on public street medians; and
  - Irrigation with potable water outside of newly constructed homes and buildings not in accordance with emergency regulations or other requirements established by the Building Standards Commission and the Department of Housing and Community Development.
- These are in addition to the existing restrictions that prohibit:
  - Using potable water to wash sidewalks and driveways;
  - Allowing runoff when irrigating with potable water;
  - Using hoses with no automatic shutoff nozzles to wash cars;
  - Using potable water in decorative water features that do not recirculate the water;
  - Irrigating outdoors during and within 48 hours following measureable rainfall; and
  - Restaurants serving water to their customers unless the customer requests it.
- Additionally, hotels and motels must offer their guests the option to not have their linens and towels laundered daily and prominently display this option in each guest room.

### **Enforcement**

In addition to other powers, local agencies can fine property owners up to \$500 a day for failure to implement the water use prohibitions and restrictions. The State Water Board can issue informational orders, conservation orders or cease and desist orders to water suppliers for failure to meet their conservation standard. Water agencies that violate cease and desist orders are subject to a civil liability of up to \$10,000 a day.

### **Next Steps**

Following Board adoption, the regulation will be submitted to the Office of Administrative Law, which has 10 days to approve or deny the regulation. If approved by the Office of Administrative Law, the regulation will take effect immediately and remain in effect for 270 days from that date.

For more information, please visit the [Emergency Water Conservation](#) website.

To learn more about the state's drought response, visit [Drought.CA.Gov](#).

Every Californian should take steps to conserve water. Find out how at [SaveOurWater.com](#).