

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

**NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE  
MCKINLEYVILLE COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS  
WILL BE HELD  
WEDNESDAY, MARCH 1, 2017 AT 7:00pm  
Azalea Hall, 1620 Pickett Road  
McKinleyville, California**

## **AGENDA**

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

A.1 Roll Call

A.2 Pledge of Allegiance

A.3 Additions to the Agenda

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

A.4 Approval of the Agenda

A.5 Closed Session Discussion

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

**NO CLOSED SESSION SCHEDULED**

### **B. PUBLIC HEARINGS**

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

**NO PUBLIC HEARING SCHEDULED**

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

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

## **D. CONSENT CALENDAR**

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

- |     |   |                |
|-----|---|----------------|
| D.1 | Consider Approval of the Minutes of the Board of Directors Regular Meeting of February 1, 2017                              | <b>Pg. 6</b>   |
|     | Attachment 1 – Draft Minutes from February 1, 2017  | <b>Pg. 7</b>   |
| D.2 | Consider Approval of January 2017 Treasurer's Report  | <b>Pg. 10</b>  |
| D.3 | Compliance with State Double Check Valve (DCV) Law – No Violations  |                |
| D.4 | Consider Approval of Hiller Sports Complex Facility Use Agreement Contract with McKinleyville Little League                 | <b>Pg. 33</b>  |
|     | Attachment 1 – HSC Use Agreement with McKinleyville Little League   | <b>Pg. 34</b>  |
| D.5 | Consider Approval of Hiller Sports Complex Facility Use Agreement Contract with Humboldt Amateur Softball Association (ASA) | <b>Pg. 69</b>  |
|     | Attachment 1 – HSC Use Agreement with Humboldt ASA  | <b>Pg. 70</b>  |
| D.6 | Consider Approval of Hiller Sports Complex Facility Use Agreement Contract with Mad River Youth Soccer League (MRYSL)       | <b>Pg. 105</b> |
|     | Attachment 1 – HSC Use Agreement with MRYSL   | <b>Pg. 106</b> |

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

- |     |  |                |
|-----|--|----------------|
| E.1 | Pettlon/Professional Property Management Variance Request Regarding Leak Adjustment Policy                                   | <b>Pg. 141</b> |
|     | Attachment 1 – John Pettlon Variance Application, Original Leak Adjustment Request, and Original Leak Adjustment Calculation | <b>Pg. 143</b> |
|     | Attachment 2 – Calculated Four-Month Leak Adjustment   | <b>Pg. 148</b> |
|     | Attachment 3 – Resolution 2011-10 Water Leak Adjustment Policy   | <b>Pg. 153</b> |
| E.2 | J. Bradley/Thunderbird Mobile Estates Variance Request Regarding Leak Adjustment Policy                                      | <b>Pg. 154</b> |
|     | Attachment 1 – John Bradley Variance Application   | <b>Pg. 156</b> |
|     | Attachment 2 – Calculated Leak-Adjustment per Customer Request   | <b>Pg. 163</b> |
|     | Attachment 3 – Calculated Leak-Adjustment per MCSD Policy  | <b>Pg. 164</b> |

E.3	Adopt Resolutions 2017-04 & 2017-05 Initiating Proceedings for the Measure B Maintenance Assessment District -- Renewal for Parks, Open Space, and Recreational Facilities Annual Levy and Collection of Assessments for Fiscal Year 2017/2018; Declaring Intention to Levy and Collect the Fiscal Year 2017/2018 Annual Assessments for the Measure B Maintenance Assessment District -- Renewal for Parks, Open Space, and Recreational Facilities, Accepting and Approving the Draft Engineer's Report and Setting the Public Hearing	<b>Pg. 165</b>
	Attachment 1 – Resolution 2017-04	<b>Pg. 167</b>
	Attachment 2 – Resolution 2017-05	<b>Pg. 169</b>
	Attachment 3 – Draft Annual Engineer's Report for Fiscal Year 2017/18	<b>Pg. 171</b>
E.4	Review Information for the Draft Capital Improvement Plan for the Operational Funds: Water, Wastewater, and Streetlights, FY2017-18	<b>Pg. 202</b>
	Attachment 1 – Draft Capital Improvement Plan Budget for the Water, Wastewater, and Streetlights Funds	<b>Pg. 204</b>
	Attachment 2 – Draft Capital Improvement Plan Narrative for the Water, Wastewater, and Streetlights Funds	<b>Pg. 207</b>
E.5	Review Information Provided Regarding Intent of the Humboldt Skate Park Collective to Request a Right of Entry Agreement for the Development of a Skate Park in McKinleyville	<b>Pg. 210</b>
	Attachment 1 – DRAFT Right of Entry Agreement between HSPC and MCSD	<b>Pg. 212</b>
E.6	Consider Approval of Professional Services Agreement for GHD to Perform Services Related to Phase 1 of the Water and Sewer Mainline Rehabilitation Master Plan and Authorize General Manager to Execute Contract	<b>Pg. 215</b>
	Attachment 1 – Professional Services Agreement	<b>Pg. 217</b>
E.7	Review Information Provided Related to CalPERS Discount Rate Change in Effect Fiscal Year 2018/19	<b>Pg. 244</b>
	Attachment 1 – CalPERS Discount Rate Change Letter	<b>Pg. 247</b>
E.8	Consider Attendance at the Association of California Water Agencies (ACWA) 2017 Spring Conference and Exhibition in Monterey, May 9-12, 2017	<b>Pg. 250</b>
	Attachment 1 – Preliminary Agenda	<b>Pg. 251</b>
	Attachment 2 – Pricing Reference Sheet	<b>Pg. 252</b>
	Attachment 3 – Registration Terms & Conditions	<b>Pg. 253</b>
E.9	Consider Approval of Resolution 2017-06 Concurring in Nomination of Kathleen J. Tiegs of Cucamonga Valley Water District and/or Resolution 2017-07 Concurring in Nomination of Melody A. McDonald of San Bernardino Valley Water Conservation District to the Executive Committee of the Association of California Water Agencies Joint Powers Insurance Authority (ACWA/JPIA)	<b>Pg. 254</b>
	Attachment 1 – Request for Support Letter, Sample Resolution and Candidate Statement from Cucamonga Valley	<b>Pg. 256</b>

	Attachment 2 – Resolution 2017-06 Kathleen Tieks	<b>Pg. 259</b>
	Attachment 3 – Request for Support Letter, Sample Resolution and Candidate Statement from San Bernardino Valley	<b>Pg. 260</b>
	Attachment 4 – Resolution 2017-07 Melody McDonald	<b>Pg. 264</b>
E.10	Review Information Provided by the Special District Risk Management Authority (SDRMA) Pertaining to Nominations for the SDRMA Board of Directors	<b>Pg. 265</b>
	Attachment 1 – SDRMA Notification of Nominations Letter	<b>Pg. 266</b>
E.11	Consider Approval of Resolution 2017-08 to Reschedule Election of Governing Board Members in Compliance with Senate Bill 415 to Consolidate with Statewide Election Dates	<b>Pg. 284</b>
	Attachment 1 – Senate Bill 415	<b>Pg. 286</b>
	Attachment 2 – Current Terms vs. Rescheduled Terms	<b>Pg. 288</b>
	Attachment 3 – Resolution 2017-08	<b>Pg. 289</b>

## **F. REPORTS**

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

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

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

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

- a. Support Services Department (Colleen M.R. Trask) **Pg. 291**
- b. Operations Department (James Henry) **Pg. 293**
- c. Parks & Recreation Department (Lesley Frisbee) **Pg. 298**
  - Attachment 1 – RAC Meeting Notes 2-16-17 **Pg. 301**
- d. General Manager (Greg Orsini) **Pg. 304**
  - Attachment 1 – WWMF Monthly Self Monitoring Report **Pg. 307**

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

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

## **G. ADJOURNMENT**



## **Posted 5:00 pm on February 24, 2017**

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

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

# **McKinleyville Community Services District**

## **BOARD OF DIRECTORS**

March 1, 2017

TYPE OF ITEM: **ACTION**

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**ITEM: D.1**                      **Consider Approval of the Minutes of the Board of Directors Regular Meeting on February 1, 2017**

**PRESENTED BY:**              **Emily Abfalter, Board Secretary**

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

### **Recommendation:**

Staff recommends that the Board review the draft minutes from February 1, 2017 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 February 1, 2017

**MINUTES OF THE REGULAR MEETING OF THE MCKINLEYVILLE COMMUNITY SERVICES  
DISTRICT HELD ON WEDNESDAY, FEBRUARY 1, 2017 AT 7:00 PM  
AZALEA HALL, 1620 PICKETT ROAD, MCKINLEYVILLE, CA**

**AGENDA ITEM A. CALL TO ORDER**

**A.1 Roll Call:** The regular session of the Board of Directors of McKinleyville Community Services District convened at 7:02 pm with President Mayo, Director Couch and Director Wheeler present. Director Corbett was absent. President Mayo called for items A.2 - A.5 prior to item A.1.

Dennis Mayo, President  
David Couch, Director  
George Wheeler, Director

Gregory Orsini, General Manager  
James Henry, Operations Director  
Lesley Frisbee, Recreation Director  
Emily Abfalter, Board Secretary

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

**A.3 Additions to the Agenda:** There were no additions to the agenda. General Manager Orsini requested to postpone item E.1 until the March meeting per customer request.

**A.4 Approval of the Agenda:** No motion was made to approve the agenda.

**A.5 Closed Session Discussion:** No closed session.

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

**AGENDA ITEM C. PUBLIC COMMENT AND WRITTEN COMMUNICATIONS:** President Mayo opened the public comment portion of the meeting. There were no public comments.

**AGENDA ITEM D. CONSENT CALENDAR:**

D.1 Consider Approval of the Minutes of the Board of Directors' Regular Meeting on January 4, 2017  
D.2 Consider Approval of December 2016 Treasurer's Report  
D.3 Compliance with State Double Check Valve (DCV) Law – Violations  
D.4 Consider Approval of Recreation Program Fees for 2017 Kids Camp Summer Day Camp and Summer Youth Basketball Programs

**Motion:** It was moved to approve the consent calendar.

**Motion By:** Director Couch; Second: Director Wheeler

**Roll Call:** Ayes: Couch, Wheeler and Mayo Nays: None Absent: Corbett

**Motion Summary:** Motion Passed

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

**E.1 Pettlon/Professional Property Management Variance Request Regarding Leak Adjustment Policy.** Item postponed until the March meeting by customer request.

**E.2 Consider Adoption of Resolution 2017-03 Recognizing, Honoring and Commending David Baldosser for Twenty (20) Years of Service.** General Manager Orsini reviewed the staff note along with the Resolution and commended David for his exemplary performance over the past 20 years. President Mayo asked for David to say a few words. Board comments by Directors Couch and Wheeler and President Mayo. Public comment opened, no comments, public comment closed. David was presented with a gift and photos were taken with the Board and General Manager.

**Motion:** Approve Resolution 2017-03 Recognizing, Honoring and Commending David Baldosser for Twenty (20) Years of Service.

**Motion By:** Director Couch; Second: Director Wheeler

**Roll Call:** Ayes: Couch, Wheeler and Mayo Nays: None Absent: Corbett

**Motion Summary:** Motion Passed

**E.3 Consider Attendance to Association of California Water Agencies (ACWA) 2017 Legislative Symposium in Sacramento, CA on March 8, 2017.** Presented by Board Secretary Emily Abfalter. President Mayo commented that as ACWA Region 1 Chair, he is required to attend. Director Wheeler commented that he would like to attend and expressed the importance of attending such event. Additional comments from the Board. Public comment opened, no comments, public comment closed.

**Motion:** Approve attendance to Association of California Water Agencies (ACWA) 2017 Legislative Symposium in Sacramento on March 8, 2017 for interested Board members.

**Motion By:** Director Couch; Second: Director Wheeler

**Roll Call:** Ayes: Couch, Wheeler and Mayo Nays: None Absent: Corbett

**Motion Summary:** Motion Passed

**E.4 Review Information for the Draft Capital Improvement Plan for the Parks & General Fund, FY2017-18.** General Manager Orsini reviewed the item, explained how to navigate the attachments, and provided an example to show what is considered a capital expenditure. Director Wheeler asked about completion of Teen Center and if planned expenses are at the discretion of staff or on a scheduled timeline. General Manager Orsini responded that replacement of specific items were determined necessary by staff. Discussion of how replaced items will be repurposed by Board and staff. Public comment opened, no comments, public comment closed. Information item, no action taken.

**E.5 Consider Approval of the Strategic Plan 2017-2021 with Requested Modifications.** Presented by Board Secretary Emily Abfalter. President Mayo asked for Board comments. Director Wheeler and Couch had no additional comments or revisions to the Strategic Plan. Public comment opened, no comments, public comment closed.

**Motion:** Approve Strategic Plan 2017-2021 with requested modifications.

**Motion By:** Director Wheeler; Second: Director Couch

**Roll Call:** Ayes: Couch, Wheeler and Mayo Nays: None Absent: Corbett

**Motion Summary:** Motion Passed

**E.6 Consider Approval of Memorandum of Understanding (MOU) Between McKinleyville Community Services District (MCSD) and the McKinleyville Chamber of Commerce (Chamber) for Beautification and Decoration within the County Right of Way Along Central Avenue in McKinleyville, CA.** General Manager Orsini summarized the item and noted that the Memorandum of Understanding between MCSD and the Chamber provides guidelines for the hanging of flower pots on MCSD streetlight poles and wrapping string lights around the base of trees along Central Ave. after the Chamber files for an encroachment permit with the County of Humboldt. Public comment opened, no comments, public comment closed. Director Wheeler clarified the opinion of staff.

**Motion:** Approve MOU between MCSD and the Chamber for beautification and decoration within the County right of way along Central Ave. in McKinleyville, CA.

**Motion By:** Director Couch; Second: Director Wheeler

**Roll Call:** Ayes: Couch, Wheeler and Mayo Nays: None Absent: Corbett

**Motion Summary:** Motion Passed

## **AGENDA ITEM F. REPORTS**

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

- a. **Recreation Advisory Committee (Wheeler/Couch):** Director Wheeler reported that they did meet and to refer to the meeting minutes written by Recreation Director Lesley Frisbee. He also noted that the officers from 2016 were rolled over for 2017, John Kulstad as Chair and Charlie Caldwell as Vice Chair. Director Wheeler mentioned that there were enthusiastic supporters of the skate park present.
- b. **Area Fund (John Kulstad):** Not present.
- c. **Redwood Region Economic Development Commission (Mayo/Wheeler):** President Mayo reported that they had an Election of Officers and the President and Vice President were announced.
- d. **McKinleyville Senior Center Advisory Committee (Wheeler, Mayo):** Recreation Director Lesley Frisbee reported that seven were in attendance at the last meeting, the Chair has stepped down and the Treasurer would like to retire. The committee is thinking about hiring a part-time Executive Director.
- e. **Audit (Corbett/Couch):** Did not meet.
- f. **Employee Negotiations (Couch/Corbett):** Did not meet.
- g. **Water Task Force (Wheeler/Corbett):** Did not meet.
- h. **AdHoc No Drugs & Toxics Down the Drain (Wheeler/Couch):** Did not meet.
- i. **McKinleyville Municipal Advisory Committee (Corbett /Wheeler):** Did not meet.
- j. **Cornerstone Committee (Couch):** Did not meet.
- k. **Groundwater Sustainability Committee (Corbett, Mayo):** Did not meet. President Mayo commented that he will be attending a state meeting on Friday.

## **F.2 STAFF REPORTS**

- a. **Support Services Department (Colleen M.R. Trask):** Finance Director Colleen Trask was absent.
- b. **Operations Department (James Henry):** Operations Director James Henry commented that the interior of the tank on Cochran is finished and will be in use within the next couple of days.
- c. **Parks & Recreation Department (Lesley Frisbee):** Recreation Director Lesley Frisbee had nothing further to add to her written report.
- d. **General Manager (Greg Orsini):** General Manager Orsini had nothing further to add to his written report.

**F.3 PRESIDENT'S REPORT:** President Mayo reported that he will be at the ACWA Board of Directors' Workshop/Meeting the next two days in Sacramento, CA.

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

**REQUESTS:** No agenda items were requested. Director Couch made note of why he was unable to attend the January meeting.

## **G. ADJOURNMENT: 8:11pm**

Motion to adjourn made by Director Wheeler; Second: Director Couch.

\_\_\_\_\_  
Emily Abfalter, Board Secretary

**McKinleyville Community Services District  
Treasurer's Report  
January 2017**

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Page 14	Cash Disbursement Report

**McKinleyville Community Services District**  
**Investments & Cash Flow Report**  
**As of January 31, 2017**

Petty Cash & Change Funds 8,892.60

**Cash**

**Operating & Money Market - Beginning Balance** 1,860,938.01

**Cash Receipts:**

Utility Billings & Other Receipts	601,449.56
Money Market Account Interest	726.83
Transfers from County Funds #2560, #4240, CalTRUST, Meas. B	-
Other Cash Receipts (incl. WWMF SRF Loan disbursements)	1,486,960.92

**Total Cash Receipts** 2,089,137.31

**Cash Disbursements:**

Transfers to County Funds #2560, #4240, CalTRUST	-
Payroll Related Expenditures	(199,202.89)
Debt Service	(26,786.21)
Capital & Other Expenditures	(1,177,811.98)

**Total Cash Disbursements** (1,403,801.08)

**Operating & Money Market - Ending Balance** 2,546,274.24

**Total Cash** 2,555,166.84

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

**LAIF - Beginning Balance** 129,485.27

Interest Income	220.56
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**LAIF - Ending Balance** 129,705.83

**Humboldt Co. #2560 - Beginning Balance** 1,231,866.77

Property Taxes and Assessments	-
Transfer to/from Operating Cash	-
Interest Income (net of adjustments)	1,098.41

**Humboldt Co. #2560 - Ending Balance** 1,232,965.18

**Humboldt Co. #4240 - Beginning Balance** 2,896,808.16

Transfer to/from Operating Cash	-
Transfer to/from Biosolids Reserve	-
Interest Income	1,973.58

**Humboldt Co. #4240 - Ending Balance** 2,898,781.74

**Humboldt Co. #9390 - Beginning Balance** 790,554.51

Reserves Recovery Deposits/Other Bal Withdrawals	48,270.09
Interest Income	-

**Humboldt Co. #9390 - Ending Balance** 838,824.60

**USDA Bond Reserve Fund - Beginning Balance** 139,061.98

Bond Reserve Payment	7,687.50
Debt Service Payment, Principal/Interest	-
Interest Adjustment	11.51

**USDA Bond Reserve Fund - Ending Balance** 146,760.99

**CalTRUST - Beginning Balance** 1,238,027.55

Net Transfer to/from Meas. B Teen Ctr Funds	-
Net Transfer to/from Water Fund Capacity Fees Acct	-
Net: Interest Income/Unrealized Gain/Loss	2,161.04

**CalTRUST - Ending Balance** 1,240,188.59

**Total Investments** 6,493,244.41

**Total Cash & Investments - Current Month** 9,048,411.25

**Total Cash & Investments - Prior Month** 8,301,652.33

**Net Change to Cash & Investments This Month** 746,758.92

**Cash & Investment Summary**

Cash & Cash Equivalents 8,135,617.47

Davis-Grunsky Loan Reserve 604,102.16

Waste Water Capital Reserve 101,930.63

USDA Bond Reserve 146,760.99

I-Bank Loan Reserve 60,000.00

**Total Cash & Investments** 9,048,411.25

**McKinleyville Community Services District**  
Consolidated Balance Sheet by Fund  
As of January 31, 2017

	Governmental Funds			Proprietary Funds		
	Parks & General	Measure B	Streetlights	Water	Wastewater	Total (Memorandum Only)
<b>ASSETS</b>						
Current Assets						
Unrestricted cash & cash equivalents	\$ 1,046,699.41	\$ (493,654.17)	\$ (27,376.81)	\$ 3,492,623.69	\$ 4,187,465.80	\$ 8,205,757.92
Accounts receivable	2,567.25	-	3,889.52	274,656.08	249,925.30	531,038.15
Prepaid expenses & other current assets	27,019.35	-	1,070.39	93,547.01	40,071.96	161,708.71
Total Current Assets	1,076,286.01	(493,654.17)	(22,416.90)	3,860,826.78	4,477,463.06	8,898,504.78
Noncurrent Assets						
Restricted cash & cash equivalents	194,578.92	-	-	664,102.16	248,691.62	1,107,372.70
Other noncurrent assets	-	-	-	38,216.52	41,750.04	79,966.56
Capital assets (net)	-	-	-	8,088,306.67	20,738,943.05	28,827,249.72
Total Noncurrent Assets	194,578.92	-	-	8,790,625.35	21,029,384.71	30,014,588.98
<b>TOTAL ASSETS</b>	<b>\$ 1,270,864.93</b>	<b>\$ (493,654.17)</b>	<b>\$ (22,416.90)</b>	<b>\$ 12,651,452.13</b>	<b>\$ 25,506,847.77</b>	<b>\$ 38,913,093.76</b>
<b>LIABILITIES &amp; FUND BALANCE/NET ASSETS</b>						
Current Liabilities						
Accounts payable & other current liabilities	\$ 79,891.95	\$ 1,154.77	\$ 258.48	\$ 275,346.23	\$ 363,323.02	\$ 719,974.45
Accrued payroll & related liabilities	100,829.40	-	-	42,244.94	42,331.93	185,406.27
Total Current Liabilities	180,721.35	1,154.77	258.48	317,591.17	405,654.95	905,380.72
Noncurrent Liabilities						
Long-term debt	-	-	-	2,772,327.59	7,363,218.68	10,135,546.27
Other noncurrent liabilities	-	-	-	898,973.99	948,294.66	1,847,268.65
Total Noncurrent Liabilities	-	-	-	3,671,301.58	8,311,513.34	11,982,814.92
<b>TOTAL LIABILITIES</b>	<b>180,721.35</b>	<b>1,154.77</b>	<b>258.48</b>	<b>3,988,892.75</b>	<b>8,717,168.29</b>	<b>12,888,195.64</b>
Fund Balance/Net Assets						
Fund balance	58,619.78	(494,808.94)	(22,675.38)	-	-	(458,864.54)
Net assets	1,031,523.80	-	-	3,346,580.30	3,413,955.11	7,792,059.21
Investment in capital assets, net of related debt	-	-	-	5,315,979.08	13,375,724.37	18,691,703.45
Total Fund Balance/Net Assets	1,090,143.58	(494,808.94)	(22,675.38)	8,662,559.38	16,789,679.48	26,024,898.12
<b>TOTAL LIABILITIES &amp; FUND BALANCE/NET ASSETS</b>	<b>\$ 1,270,864.93</b>	<b>\$ (493,654.17)</b>	<b>\$ (22,416.90)</b>	<b>\$ 12,651,452.13</b>	<b>\$ 25,506,847.77</b>	<b>\$ 38,913,093.76</b>
Difference in Reclass from Cap Assets to Net Assets:						
Investment in General Capital Assets	\$ 3,262,420.34					
General Long-term Liabilities						
PG&E Streetlights Loan	57,869.13					
Meas. B Loan: Teen/Community Center	1,312,046.00					
OPEB Liability	384,500.56					
CalPERS Pension Liability/Deferred Inflows-Outflows	525,363.06					
Accrued Compensated Absences	74,391.78					
<b>TOTAL GENERAL LONG-TERM LIABILITIES</b>	<b>\$ 2,354,170.53</b>					

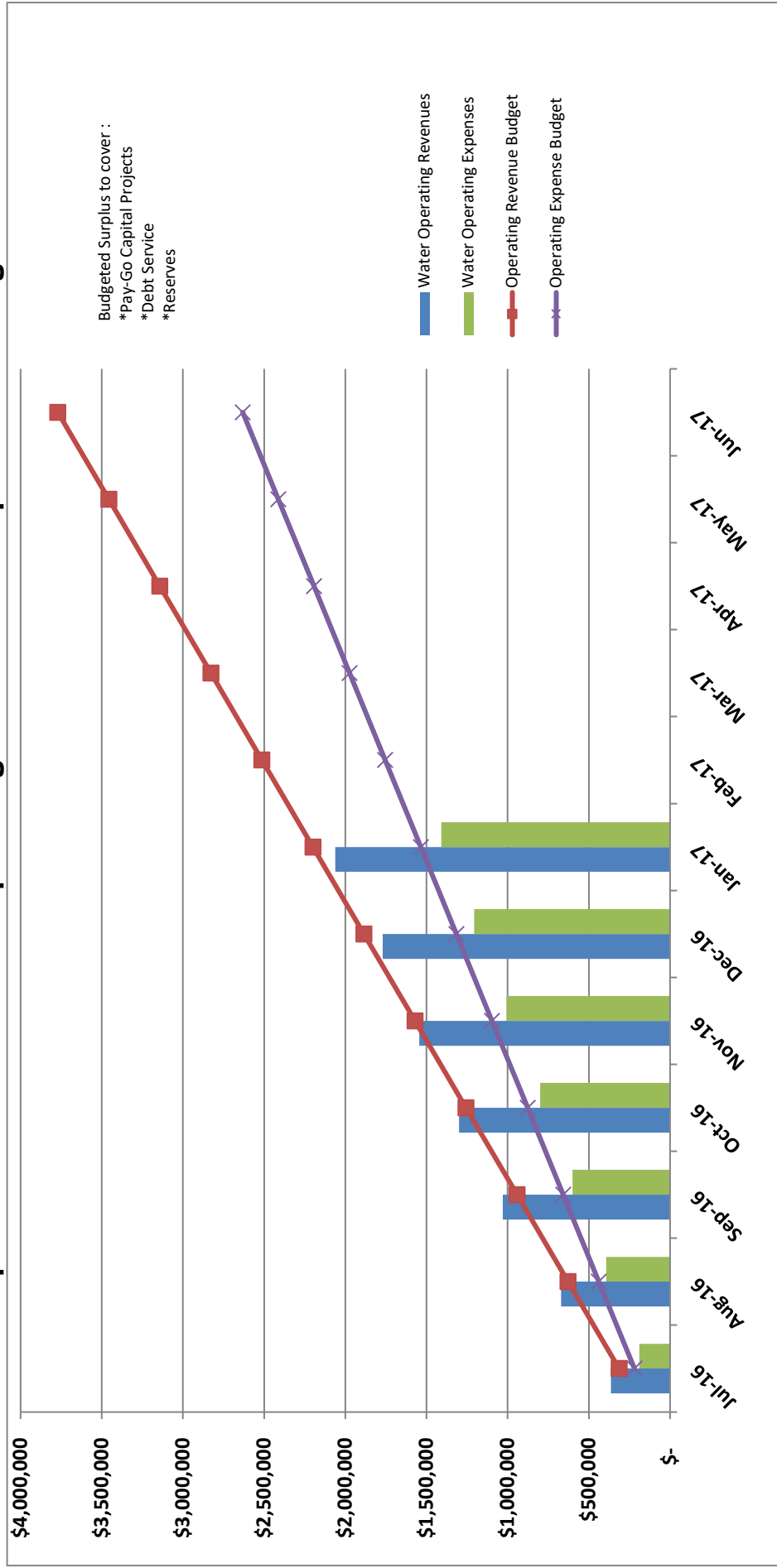


**McKinleyville Community Services District**  
**Activity Summary by Fund, Original Budget**  
**January 2017**

Department Summaries		January	% of Year 58.33% YTD	Original YTD Budget	Over (Under) YTD Budget	Over (Under) YTD Budget %	Notes
<u>Water</u>							
Water Sales		278,565	1,986,080	2,007,909	(21,829)	-1.09%	
Other Revenues		23,941	167,578	191,648	(24,070)	-12.56%	Includes YTD Capacity Fees of \$91,916.00. No Contrib. Construction at this time
Total Operating Revenues		302,505	2,153,658	2,199,557	(45,899)	-2.09%	
Salaries & Benefits		69,806	472,156	507,854	(35,698)	-7.03%	
Water Purchased		76,804	552,209	564,221	(12,012)	-2.13%	
Other Expenses		27,497	183,919	258,935	(75,016)	-28.97%	Budget is spread evenly across 12 months, but actuals vary by scheduling
Depreciation		29,000	201,200	204,167	(2,967)	-1.45%	
Total Operating Expenses		203,107	1,409,484	1,535,177	(125,693)	-8.19%	
Net Operating Income		99,398	744,174	664,380	(171,592)		
Interest Income		1,848	16,633	7,875	8,758	111.21%	Budget is spread evenly across 12 months, but actuals vary by month
Interest Expense		(5,705)	(41,266)	(40,895)	371	0.91%	
<b>Net Income (Loss)</b>		<b>95,542</b>	<b>719,542</b>	<b>631,360</b>	<b>88,182</b>		
<u>Wastewater</u>							
Wastewater Service Charges		255,075	1,785,677	1,781,061	4,616	0.26%	
Other Revenues		32,722	223,430	261,840	(38,410)	-14.67%	Includes YTD Capacity Fees of \$142,910.00. No Contrib. Construction at this time
Total Operating Revenues		287,796	2,009,107	2,042,901	(33,794)	-1.65%	
Salaries & Benefits		78,017	492,661	545,794	(53,133)	-9.74%	Not all seasonal positions filled, GIS position turnover
Other Expenses		52,459	290,305	415,035	(124,730)	-30.05%	Budget is spread evenly across 12 months, but actuals vary by month
Depreciation		40,000	279,150	280,000	(850)	-0.30%	
Total Operating Expenses		170,476	1,062,116	1,240,829	(178,713)	-14.40%	
Net Operating Income		117,320	946,992	802,072	144,920		
Interest Income		2,379	15,510	11,667	3,843	32.94%	
Interest Expense		(11,310)	(54,767)	(16,608)	38,159	229.76%	Budget is spread evenly across 12 months, but actuals vary by month
<b>Net Income (Loss)</b>		<b>108,390</b>	<b>907,736</b>	<b>797,131</b>	<b>110,605</b>		
<b>Enterprise Funds Net Income (Loss)</b>		<b>203,931</b>	<b>1,627,277</b>	<b>1,428,491</b>	<b>198,786</b>		

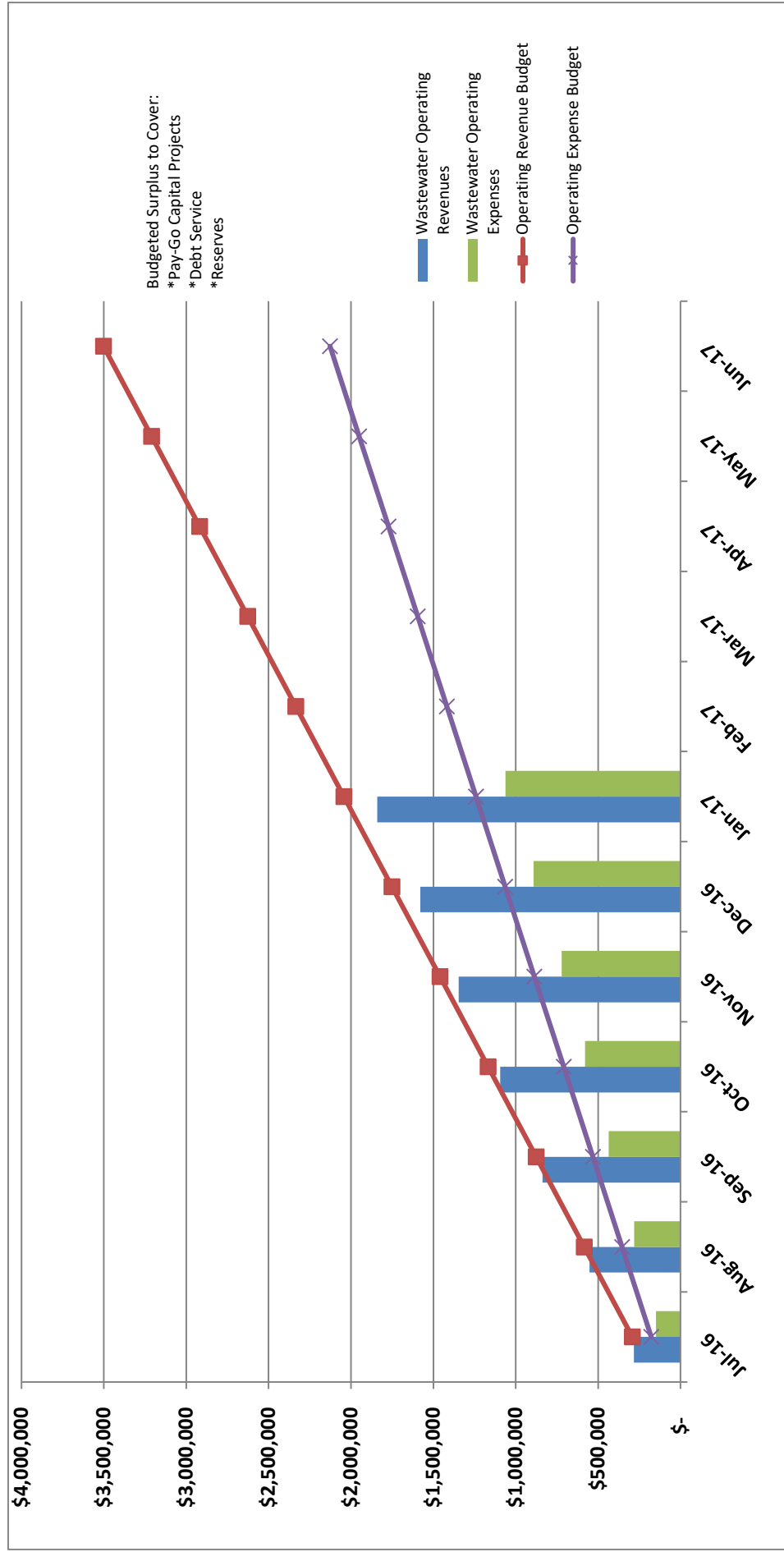
# McKinleyville Community Services District January 2017

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



# McKinleyville Community Services District January 2017

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

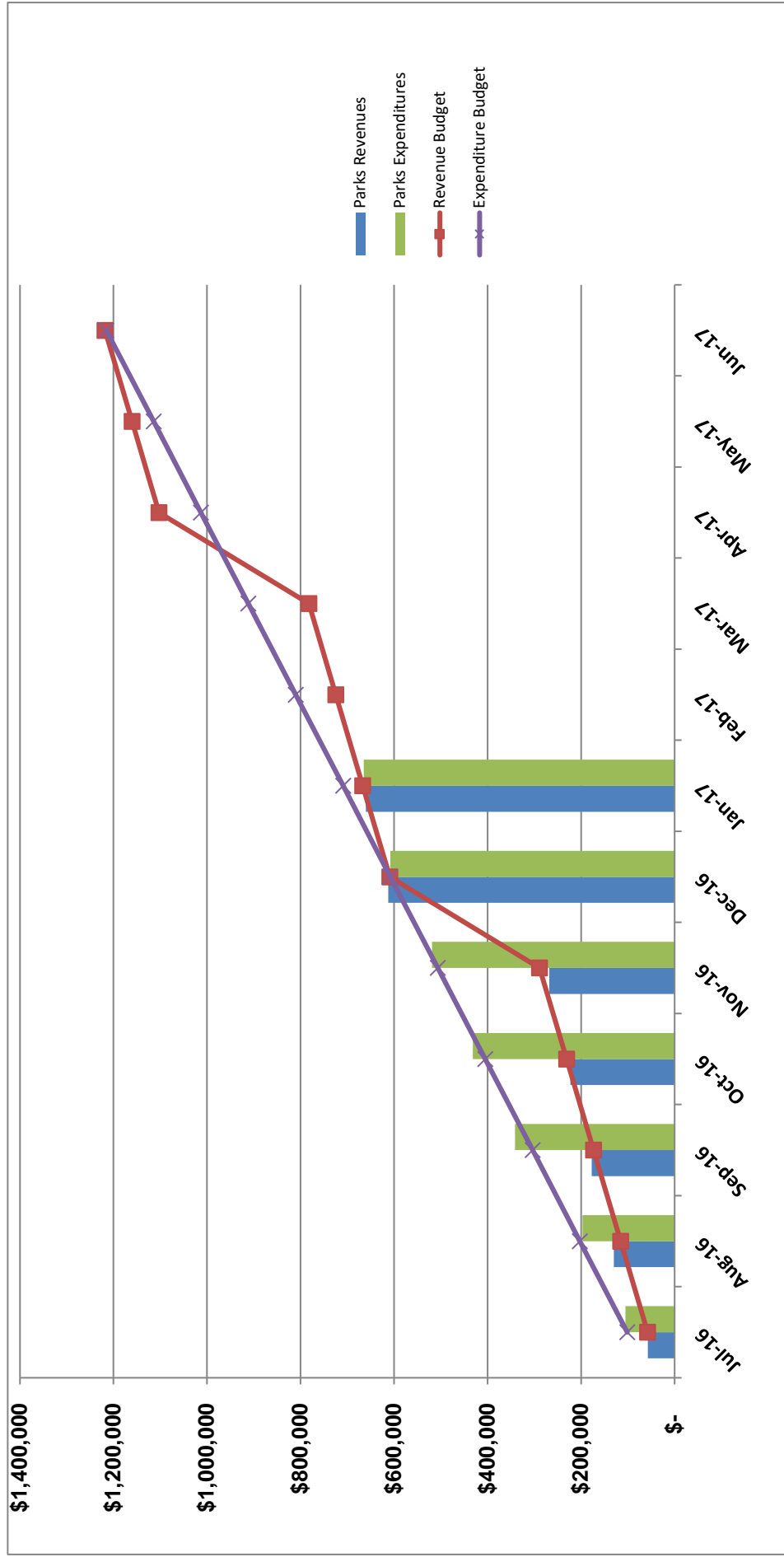


**McKinleyville Community Services District**  
**Activity Summary by Fund, Original Budget**  
**January 2017**

Department Summaries									
Parks & Recreation									
January	% of Year 58.33%	Original YTD	Over (Under) YTD	Over (Under) YTD	Budget %	Notes			
28,965	242,808	217,810	24,998		11.48%	Collection of fees for Kid's Club After School program			
9,207	57,978	64,588	(6,610)		-10.23%	Budget is spread evenly across 12 months, but actuals vary by month			
-	289,115	306,250	(17,135)		-5.60%	County Tax remittance April/December			
8,759	61,380	116,089	(54,709)		-47.13%	Budget is spread evenly across 12 months, but actuals vary by month			
1,085	9,026	5,833	3,193		54.74%	Interest on County Trust Account higher than anticipated.			
48,016	660,308	710,570	(50,262)		-7.07%				
82,159	524,457	532,076	(7,619)		-1.43%				
29,535	140,245	151,075	(10,830)		-7.17%	Budget is spread evenly across 12 months, but actuals vary by month			
(54,843)	-	25,853	(25,853)		-100.00%	moved Comm'l kitchen fixtures/appliances/installation for Teen Center to Meas.B			
56,851	664,702	709,004	(44,302)		-6.25%				
(8,835)	(4,394)	1,566	(5,960)						
(147)	119,808	124,542	(4,734)		-3.80%	Interest & unrealized gains/losses; County Tax remittance April/December			
3,331	25,354	32,527	(7,173)		-22.05%	Budget is spread evenly across 12 months, but actuals vary by month			
4,555	27,615	17,646	9,969		56.49%	Teen Center interior furnishings moved to supplies			
54,218	95,970	74,346	21,624		29.08%	Teen Center kitchen/interior furnishings/landscaping			
62,104	148,938	124,519	24,419		19.61%				
(62,251)	(29,130)	23	(29,153)						
8,293	58,752	55,918	2,834		5.07%				
3,611	20,296	23,945	(3,649)		-15.24%	Budget is spread evenly across 12 months, but actuals vary by month			
3,183	18,293	19,039	(746)		-3.92%				
1,655	11,588	12,755	(1,167)		-9.15%	LED Project Debt repayment			
8,450	50,177	55,739	(5,562)		-9.98%				
(157)	8,575	179	(8,396)						
(71,243)	(24,949)	1,768	(26,717)						
Governmental Funds Excess (Deficit)									

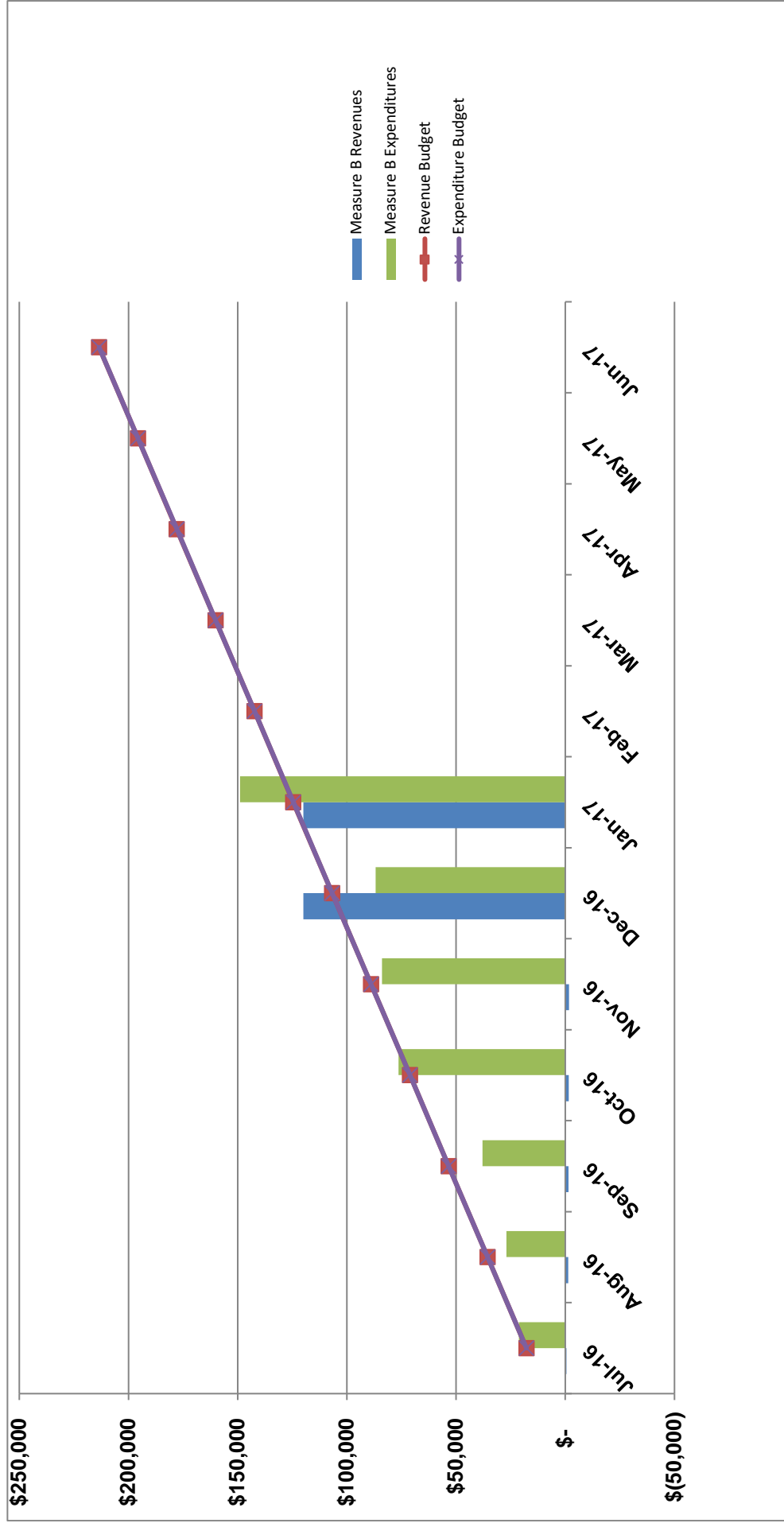
# McKinleyville Community Services District January 2017

Comparison of Parks & Recreation Total Revenues & Expenditures to Budget



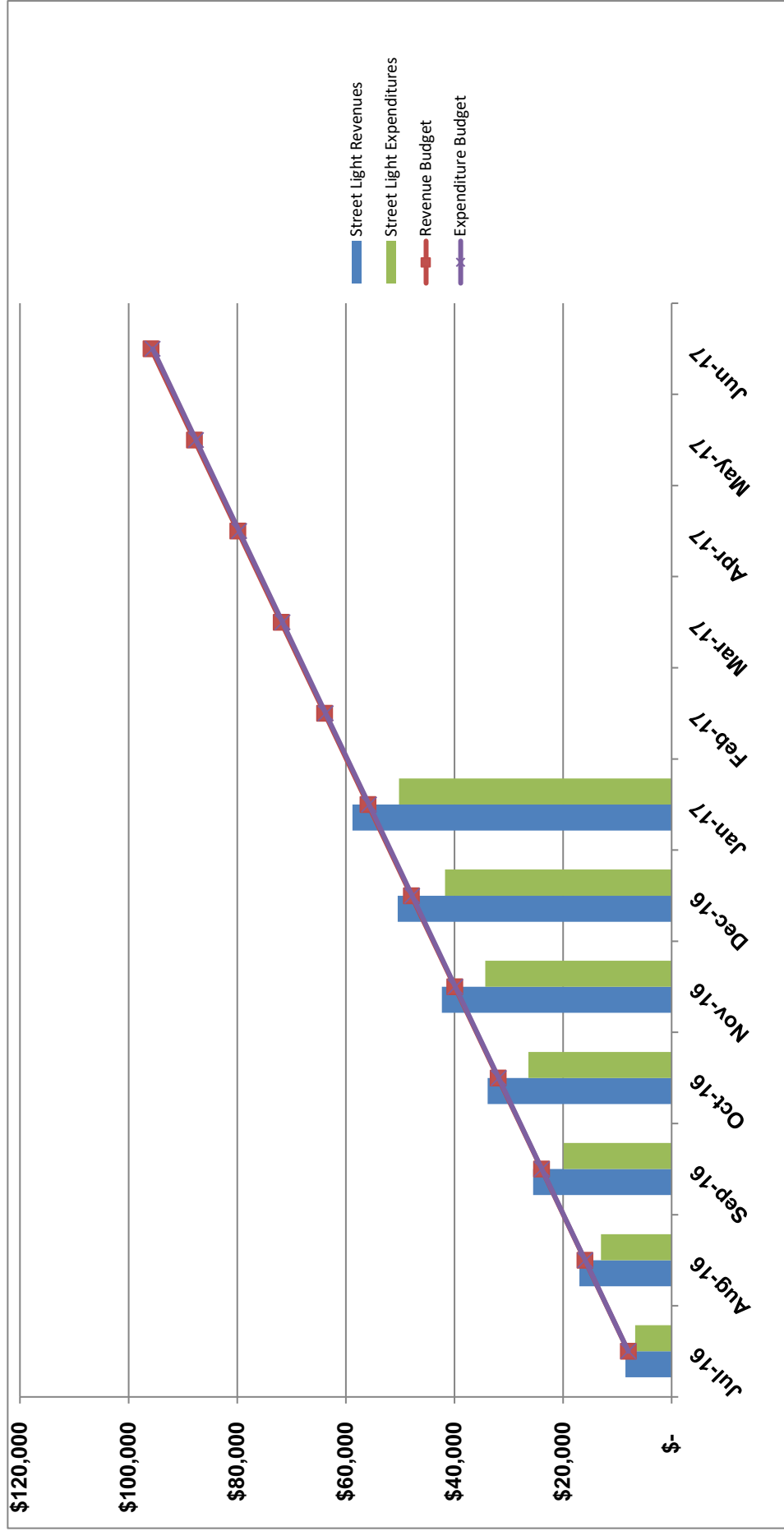
# McKinleyville Community Services District January 2017

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



# McKinleyville Community Services District January 2017

Comparison of Street Light Fund Total Revenues & Expenditures to Budget



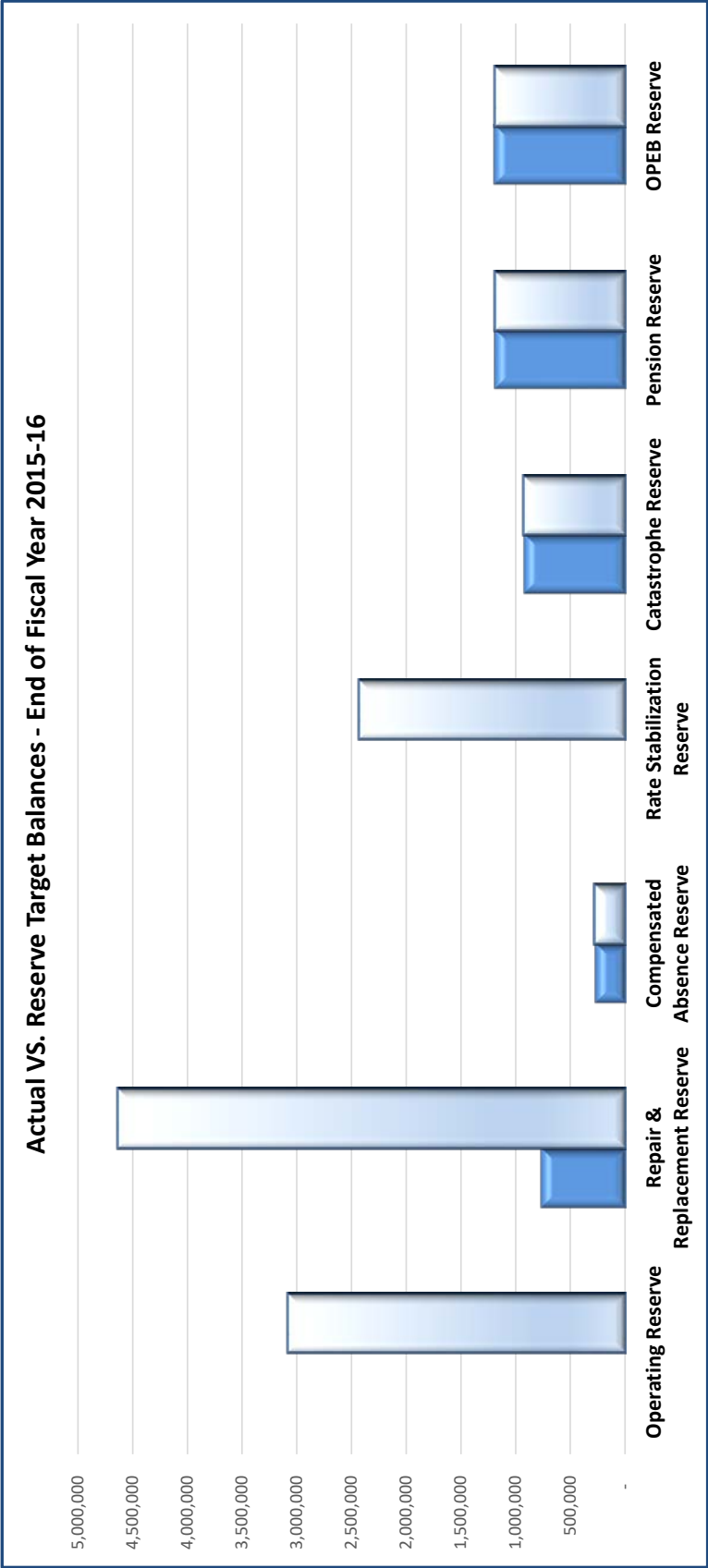
**McKinleyville Community Services District**  
**Capital Expenditure Report**  
**As of January 31, 2017**

	January	YTD Total	FY 16-17 Budget	Remaining		
				Budget \$	Budget %	Notes
<b><u>Water Department</u></b>						
Ramey Pump Upgrades		-	-	-	#DIV/0!	
Water Tank Upgrade	25,891	296,844	491,600	194,756	40%	Tank Painting
4.5m New Water Tank	-	-	700,000	700,000	100%	Drilling, LACO Assoc.
Production Meter Replacements	-	-	8,000	8,000	100%	Production Meter Replacement
Emergency Water Supply	-	6,235	40,000	33,765	84%	Emergency Water Supply
Emergency Response Equipment	-	-	50,000	50,000	100%	Emergency Generator
Fire Hydrant System Upgrade	-	-	14,000	14,000	100%	Fire Hydrant System Upgrade
Customer Radio Meter Replacements	20,253	101,665	260,000	158,335	61%	Radio meters purch/install
Radio Telemetry Upgrade	-	-	-	-	#DIV/0!	Equipment purchased
Meter Reading Equipment Replacement	-	-	-	-	#DIV/0!	Equipment purchased
Water Main Rehab & Replacement	626	1,920	100,000	98,080	98%	Water Main Rehab
Property Purchase & Improvements	-	-	200,000	200,000	100%	Property Purch/Improvements
<b>Subtotal</b>	<b>46,770</b>	<b>406,664</b>	<b>1,863,600</b>	<b>1,456,936</b>	<b>78%</b>	
<b><u>Wastewater Department</u></b>						
Sewer Main Rehab & Replacement	606	-	100,000	100,000	100%	Sewer Main Rehab
WWMF Biosolids Project	-	-	240,000	240,000	100%	to County Trust Acct#9390
Collection System Upgrades	-	-	-	-	#DIV/0!	
Fischer Lift Station Generator	-	2,309	80,000	77,692	97%	Fischer Lift Stn Generator
Sewer Main Camera Unit	-	-	30,000	30,000	100%	
WWMF Upgrade/CEQA/Permitting	566,762	4,187,503	13,000,000	8,812,497	68%	WWMF construction
WWMF Engineering Study	-	-	-	-	#DIV/0!	
Radio Telemetry Upgrade	3,028	3,028	30,000	26,972	90%	Radio Telemetry upgrade
WWMF Engr Study (next NPDES Permit)	-	-	50,000	50,000	100%	
Customer Radio Meter Replacements	19,615	98,463	260,000	161,537	62%	Radio meters purch/install
Underground Locator Pipe & Camera	-	-	5,000	5,000	100%	
Biofiltration (Tree Farm) proj	1,156	1,156	5,000	3,844	77%	Biofiltration (Tree Farm) proj
SCBA Apparatus and Bottles	-	-	6,000	6,000	100%	
<b>Subtotal</b>	<b>591,166</b>	<b>4,291,302</b>	<b>13,806,000</b>	<b>9,514,698</b>	<b>69%</b>	
<b><u>Water &amp; Wastewater Operations</u></b>						
Heavy Equipment	-	-	410,000	410,000	100%	Hydrocleaner; Tractor attachmt
Utility Vehicles	-	1,643	63,000	61,357	97%	CCTV truck, 3/4 or 1-ton Pickup
Office, Corporate Yard & Shops	-	-	10,000	10,000	100%	Facilities upgrade/sealcoat
Computers & Software	-	4,828	65,000	60,172	93%	Server, PCs, GIS/SEMS/CADD
Fischer Ranch - Reclamation Site Upgrade (tr	-	11,416	5,000	(6,416)	-128%	Match to 3rd party grant funding
Fischer Ranch - Barn & Fence upgrades, Und	-	1,850	17,000	15,150	89%	Underground valving/piping
Fischer Ranch -Disposal Site Upgrade	-	3,276	1,500,000	1,496,724	100%	Disposal Site Upgrade
Small Equipment & Other	-	-	20,000	20,000	100%	Ops Office Eq./Emergency Eqp
<b>Subtotal</b>	<b>-</b>	<b>23,013</b>	<b>2,090,000</b>	<b>2,066,987</b>	<b>99%</b>	
<b>Enterprise Funds Total</b>	<b>637,936</b>	<b>4,722,135</b>	<b>17,759,600</b>	<b>13,038,621</b>	<b>73%</b>	
<b><u>Parks &amp; Recreation Department</u></b>						
Hiller Park & Sports Complex	-	-	5,000	5,000	100%	Other Equipment & Signage
Azalea Hall Projects	-	-	11,000	11,000	100%	PA sys, Parking Lot resurfacing
McKinleyville Activity Center Upgrades	-	-	-	-	#DIV/0!	
Law Enforcement Facility Improvements	-	-	5,000	5,000	100%	Paving/Sealing
Projects Funded by Quimby/Other Funds	-	-	-	-	#DIV/0!	Covered Picnic Area
Projects Funded by Measure B Renewal	-	115,063	237,000	121,937	51%	Teen Center Constr&Loan svc
Other Parks Projects & Equipment	-	-	23,000	23,000	100%	Vehicles and Equipment
<b>Subtotal</b>	<b>-</b>	<b>115,063</b>	<b>281,000</b>	<b>165,937</b>	<b>59%</b>	
<b><u>Streetlights</u></b>						
Pole Replacement	-	-	2,000	2,000	100%	Pole Replacement
<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>2,000</b>	<b>2,000</b>	<b>100%</b>	
<b>Governmental Funds Total</b>	<b>-</b>	<b>115,063</b>	<b>283,000</b>	<b>167,937</b>	<b>59%</b>	
<b>All Funds Total</b>	<b>637,936</b>	<b>4,837,198</b>	<b>18,042,600</b>	<b>13,206,558</b>	<b>73%</b>	



## Principal Maturities and Scheduled Interest

-17	Thereafter
-	759,574.90
-	192,921.18
,636.03	112,565.98
589.39	5,716.71
-	1,621,993.95
-	272,556.57
,179.20	365,895.58
,636.03	2,766,691.40
,768.59	564,533.47
,404.62	3,331,224.87
-	24,724,009.73
-	-
,510.50	27,176.10
,395.84	706.57
,311.82	27,061.53
910.58	433.07
-	445,000.00
,125.00	66,875.00
,822.32	25,223,247.36
,431.42	68,014.64
,253.74	25,291,262.00
281.00	1,277,225.00
,468.10	315,381.41
,887.00	49,961.75
,626.35	-
,668.11	29,317,125.51
947,929.52	947,929.52
<b>294.46</b>	<b>30,265,055.03</b>



- Utility Accounts Receivable Turnover Days	As of January 31, 2017	12.3 Days
- YTD Breakeven Revenue, Water Fund:	1,187,427.11	- YTD Actual Water Sales: 1,986,079.64
- Days of Cash on Hand - Operations Checking Account		188.0 Days

**McKinleyville Community Services District**  
**Cash Disbursement Report**  
**For the Period January 1 through January 31, 2017**

Check Number	Check Date	Vendor Number	Vendor Name	Net Amount	Invoice #	Description
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**Accounts Payable Disbursements**

27688	1/13/2017	\M026	Ck# 027688 Reversed CM	(8.84)	000B40201u	Ck# 027688 Reversed CM
27795	1/13/2017	\G002	Ck# 027795 Reversed AG	(4.20)	000B40301u	Ck# 027795 Reversed AG
27942	1/13/2017	\B007	Ck# 027942 Reversed SB	(10.03)	000B40401u	Ck# 027942 Reversed SB
28465	1/13/2017	\N012	Ck# 028465 Reversed AN	(9.21)	000B40801u	Ck# 028465 Reversed AN
28725	1/13/2017	\V009	Ck# 028725 Reversed CV	(7.37)	000B41001u	Ck# 028725 Reversed CV
28950	1/13/2017	\F014	Ck# 028950 Reversed SF	(2.04)	000B41201u	Ck# 028950 Reversed SF
29230	1/13/2017	*0022	Ck# 029230 Reversed MH	(4.45)	B50205u	Ck# 029230 Reversed MH
29231	1/13/2017	*0023	Ck# 029231 Reversed EB	(8.70)	B50205u	Ck# 029231 Reversed EB
29332	1/13/2017	\H023	Ck# 029332 Reversed JH	(12.11)	000B50301u	Ck# 029332 Reversed JH
29859	1/13/2017	\F005	Ck# 029859 Reversed KF	(5.76)	000B50701u	Ck# 029859 Reversed KF
29981	1/13/2017	\P014	Ck# 029981 Reversed IP	(7.29)	000B50801u	Ck# 029981 Reversed IP
30316	1/13/2017	\H011	Ck# 030316 Reversed GH	(6.99)	000B51101u	Ck# 030316 Reversed GH
32031	1/3/2017	*0045	AZALEA HALL DEPOSIT REFUND SJ	100.00	B70103	AZALEA HALL DEPOSIT REFUND SJ
32032	1/3/2017	*0046	AZALEA HALL DEPOSIT REFUND SP	100.00	B70103	AZALEA HALL DEPOSIT REFUND SP
32033	1/3/2017	BAL01	DAVID BALDOSSER	251.61	B70103	FLEX SPENDING REIMBURSEMENT

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
32034	1/3/2017	BAL02	AUDREY BALDOSSER	245.00	B70103	PHOTO PRINTS
32035	1/3/2017	COA01	COASTAL BUSINESS SYSTEMS	355.03	B70103	COPIER MAINTENANCE PMT
32036	1/3/2017	COR01	CORBIN WILLITS SYSTEMS, INC	888.42	B61221	MOMS MONTHLY MAINTENANCE
32037	1/3/2017	COR03	JOHN CORBETT	50.00	B70103	2016 CSDA CONFERENCE
32038	1/3/2017	COR07	JOHN W. CORBETT	125.00	B70103	BOARD MTG ON 12/7/16
32039	1/3/2017	COU09	DAVID R. COUCH	125.00	B70103	BOARD MTG 12/7/16
32040	1/3/2017	DEL02	DELFINO, MADDEN, O'MALLEY	262.50	7664	LEGAL SERVICES
32041	1/3/2017	HAR13	The Hartford - Priority A	426.02	B70103	GROUP LIFE INSURANCE
32042	1/3/2017	MAY02	DENNIS MAYO	125.00	B70103	BOARD MTG 12/7/2016
32043	1/3/2017	SMA01	DREW SMALL	50.00	B70103	TRAINING EXAM FEE REIMB
32044	1/3/2017	STA09	S.W.R.C.B.	55.00	B70103	CERTIFICATION
32045	1/3/2017	TUR01	RON TURNER	100.00	B70103	REPAIRS/ SUPPLIES
32046	1/3/2017	USB01	U.S. BANK TRUST N.A.	7,687.50	B70103	SEWER BOND PMT
32047	1/3/2017	WHE02	GEORGE A. WHEELER JR.	125.00	B70103	BOARD MTG 12/7/2016
32048	1/3/2017	\B031	MQ CUSTOMER REFUND FOR BO	58.13	000B70101	MQ CUSTOMER REFUND FOR BO
32049	1/3/2017	\C002	MQ CUSTOMER REFUND FOR CA	82.60	000B70101	MQ CUSTOMER REFUND FOR CA
32050	1/3/2017	\G018	MQ CUSTOMER REFUND FOR GA	75.41	000B70101	MQ CUSTOMER REFUND FOR GA
32051	1/3/2017	\H007	MQ CUSTOMER REFUND FOR HA	50.13	000B70101	MQ CUSTOMER REFUND FOR HA
32052	1/3/2017	\H019	MQ CUSTOMER REFUND FOR HI	34.84	000B70101	MQ CUSTOMER REFUND FOR HI

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
32053	1/3/2017	\H020	MQ CUSTOMER REFUND FOR HU	88.20	000B70101	MQ CUSTOMER REFUND FOR HU
32054	1/3/2017	\R018	MQ CUSTOMER REFUND FOR RE	60.66	000B70101	MQ CUSTOMER REFUND FOR RE
32055	1/3/2017	\S033	MQ CUSTOMER REFUND FOR SA	27.79	000B70101	MQ CUSTOMER REFUND FOR SA
32056	1/3/2017	\S034	MQ CUSTOMER REFUND FOR SE	62.07	000B70101	MQ CUSTOMER REFUND FOR SE
32057	1/9/2017	*0047	MARIE CAPPIELLO	55.00	B70104	REC PROGRAM REFUND MC
32058	1/9/2017	*0048	KIM KERPAN	45.00	B70105	REC PROGRAM REFUND KK
32059	1/9/2017	ADV01	ADVANCED SECURITY SYSTEM	492.00	362311	SECURITY SYSTEM
32060	1/9/2017	BAL01	DAVID BALDOSSER	128.00	B70109	NOTARY CLASS/TEST FEE REIMB
32061	1/9/2017	BAN01	BANKCARD CENTER	5,579.49	DEC 2016	TRAINING/ TRAVEL/ OFFICE SUPPLIES
32062	1/9/2017	BLA04	BLASTCO, INC.	78,947.38	47718	COCHRAN TANK RECOATING
32063	1/9/2017	COS03	CAPITAL ONE COMMERCIAL (COSTCO)	67.69	B70104	OFFICE SUPPLIES/REC SUPPL
32064	1/9/2017	DEL05	DELL MARKETING L.P.	4,828.34	101358368	OFFICE COMPUTERS
32065	1/9/2017	DEP05	DEPARTMENT OF JUSTICE	32.00	208243	FINGERPRINTING
32066	1/9/2017	DON01	DON'S RENT-ALL	47.84	153327	REPAIRS/SUPPLY
32067	1/9/2017	EUR07	Eureka Rubber Stamp Co.	18.15	B70104	OFFICE SUPPLIES
32068	1/9/2017	HEA01	HEALTHERQUITY, ATTN: CLINT	6,000.00	BK6PHXO	H.S.A Annual Contribution
32069	1/9/2017	HUM01	HUMBOLDT BAY MUNICIPAL WATER DISTR	79,410.19	B70104	WATER PURCHASED
32070	1/9/2017	HUM08	HUMBOLDT SANITATION	1,429.80	B70104	TRASH SERVICE
32071	1/9/2017	MCK01	MCKINLEYVILLE CHAMBER OF COMMERCE	75.00	4157	ANNUAL DUES

Check Number	Check Date	Vendor Number	Vendor Name	Net Amount	Invoice #	Description
32072	1/9/2017	MCK04	MCK ACE HARDWARE	1,018.53	B70106	REPAIRS/SUPPLY
32073	1/9/2017	MEN01	MENDES SUPPLY CO.	1,218.18	B70106	REPAIRS/SUPPLY
32074	1/9/2017	MIL03	THE MILL YARD	207.24	B70104	REPAIRS/SUPPLIES
32075	1/9/2017	NOR35	NORTHERN HUMBOLDT EMPLOYMENT SVCS	799.68	B70106	CENTRAL AVE & OPEN SPACE
32076	1/9/2017	NYL01	NYLEX.NET	52.50	2893	PROFESSIONAL SERVICES
32077	1/9/2017	OSC01	OSCAR LARSON & ASSOCIATES	8,978.83	8737	COCHRAN TANK RECOATING
32078	1/9/2017	PGE01	PG & E (Office & Field)	17,588.71	B70104	GAS & ELECTRIC
32079	1/9/2017	S&S02	S & S WORLDWIDE, INC.	2,167.74	B70106	REC PROGRAM SUPPLIES
32080	1/9/2017	SAF04	SAFEWAY INC. FILE # 72905	143.48	B70106	SUPPLIES PURCHASED
32081	1/9/2017	SIE02	SIERRA CHEMICAL CO.	5,417.15	B70106	CHLORINE/CONTAINER DEPOSIT
32082	1/9/2017	STA09	S.W.R.C.B.	170.00	B70106	TRAINING/CERT.
32083	1/9/2017	STA13	S.W.R.C.B.	110.00	B70109	TRAINING CERT.
32084	1/9/2017	STA20	SWRCB DRINKING WATER OPERATOR CERT	110.00	B70109	TRAINING/CERT.
32085	1/9/2017	STO06	P. KYLE STONE	140.00	B70106	TRAINING CERT-FEES REIMB
32086	1/9/2017	SUD01	SUDDENLINK	315.30	B70106	INTERNET SERVICES
32087	1/9/2017	USP02	USPS: ARCATA BMEU	1,500.00	B70106	REFILL PERMIT 202 BULK MAIL
32088	1/9/2017	VER01	VERIZON WIRELESS	60.82	B70106	CELL PHONES DEC 2016
32089	1/13/2017	STA09	S.W.R.C.B.	170.00	B70113P	TRAINING/CERT.
32090	1/16/2017	ATT01	AT&T	23,984.61	B70116P	WWMF EHINTERNET SERVICES

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
32091	1/16/2017	*0049	AZALEA HALL DEPOSIT REFUND LH	100.00	B70116	AZALEA HALL DEPOSIT REFUND LH
32092	1/16/2017	*0050	KIDS CLUB REFUND KS	110.00	B70116	KIDS CLUB REFUND KS
32093	1/16/2017	A&L02	A & L FEED	160.93	B70116	SUPPLIES PURCHASED
32094	1/16/2017	A&M02	A & M BODY SHOP & TOWING	100.00	25559	VEHICLE TOWING
32095	1/16/2017	ACW01	CB&T/ACWA-JPIA	14,415.63	B70116	GRP. HEALTH INS
32096	1/16/2017	ARC02	Arcata Stationers	134.22	B70104	OFFICE SUPPLIES
32097	1/16/2017	ATT01	AT&T	394.53	B70116	PHONE SERVICES FOR JAN 2016
32098	1/16/2017	BLA02	BLACK DOG OUTFITTERS	93.15	B70106	UNIFORMS
32099	1/16/2017	BOR01	BORGES & MAHONEY CO.	449.71	138523	LAB TESTING SUPPLIES
32100	1/16/2017	CAM01	CAMPTON ELECTRIC SUPPLY	26.64	B70106	REPAIRS/SUPPLY
32101	1/16/2017	CAR03	CARPET WIZARD SERVICES	250.00	12895	PROFESSIONAL SERVICES
32102	1/16/2017	COA01	COASTAL BUSINESS SYSTEMS	1,003.52	19965008	COPIER MAINTENANCE AGREEMENT
32103	1/16/2017	CRO03	CROWN TROPHY PETALUMA	167.19	25429	OFFICE SUPPLIES
32104	1/16/2017	EIC01	JENNIFER EICHSTEDT	585.00	B70116	CONTRACT INSTRUCTOR PMT
32105	1/16/2017	GHD01	GHD	1,580.00	74851	PROFESSIONAL SERVICES
32106	1/16/2017	HAC01	HACH COMPANY	376.04	10240753	LAB TESTING SUPPLIES
32107	1/16/2017	HAR03	HARPER MOTORS CO.	253.00	B70116	VEHICLE REPAIRS
32108	1/16/2017	HEL01	KEVIN HELD	400.00	B70116	DJ FOR JR HIGH DANCE
32109	1/16/2017	HFS01	HF SCIENTIFIC, INC.	90.78	207849	LAB TESTING SUPPLIES

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
32110	1/16/2017	IBA01	US BANK-GLOBAL CORP TRUST	12,798.83	62321	iBANK LOAN PAYMENT
32111	1/16/2017	IND02	Industrial Electric Service	369.57	B70106	REPAIRS/SUPPLY
32112	1/16/2017	KER01	KERNEN CONSTRUCTION	282.94	1425	EMERGENCY REPAIRS
32113	1/16/2017	MAY03	DENNIS MAYO	64.00	B70106	ACWA FEDERAL AFFAIRS COMMITTEE MTG
32114	1/16/2017	MCK03	MCKINLEYVILLE OFFICE SUPPLY	59.06	B70105	SHIPMENTS/POSTAGE
32115	1/16/2017	MCK11	MCKINLEYVILLE SENIOR CENTER	32.89	B70116	PARKS SHARE OF INTERNET SERVICE
32116	1/16/2017	MES01	KIRSTEN MESSMER	39.02	B70116	EMPLOYEE FUND REIMB
32117	1/16/2017	MIL01	Miller Farms Nursery	988.51	B70105	REPAIRS/SUPPLY
32118	1/16/2017	MIL03	THE MILL YARD	73.00	B70116	REPAIRS/ SUPPLIES
32119	1/16/2017	NOR02	NORTH COAST JOURNAL, INC.	275.00	B70116	AZALEA HALL AD IN WEDDING GUIDE
32120	1/16/2017	NOR03	NO. COAST VETERINARY HOSPITAL	150.00	55747	PROFESSIONAL SERVICES
32121	1/16/2017	NOR40	N. COAST EMPLOYER ADVISORY COUNCIL	40.00	1503	SUBSCRIPTIONS
32122	1/16/2017	ORE01	O'REILLY AUTOMOTIVE, INC.	150.94	B70106	REPAIRS/SUPPLY
32123	1/16/2017	PAC05	PACIFIC ECORISK	1,734.00	12770	LAB TESTING
32124	1/16/2017	PGE10	PG&E STREETLIGHTS	3.05	B70116	PG&E STREETLIGHTS
32125	1/16/2017	REN01	RENNER PETROLEUM	2,032.40	B70106	FUEL FOR DEC 2016
32126	1/16/2017	RES05	RESERVE ACCOUNT	1,500.00	B70106	POSTAGE METER REFILL
32127	1/16/2017	SCH02	Schmidbauer Lumber, Inc.	59.53	B70106	WWMF UPGRADE
32128	1/16/2017	SEQ01	Sequoia Gas Co.	783.30	B70106	FUEL PURCHASED



Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
32129	1/16/2017	STA11	STAPLES CREDIT PLAN	143.00	B70116	OFFICE SUPPLIES
32130	1/16/2017	SUP02	SUPERIOR INSTALLS	990.37	1121	PROFESSIONAL SERVICES
32131	1/16/2017	THO02	Thomas Home Center	635.93	B70106	REPAIRS/SUPPLY
32132	1/16/2017	THR01	THRIFTY SUPPLY COMPANY	1,415.71	B70106	REPAIRS/ SUPPLIES
32133	1/16/2017	VWR01	VWR INTERNATIONAL, INC.	481.19	804712078	REPAIRS/SUPPLY
32134	1/18/2017	TUR01	RON TURNER	100.00	B70118P	REPAIRS/ SUPPLIES
32135	1/23/2017	*0051	REC PROGRAM REFUND JC	86.00	B70123	REC PROGRAM REFUND JC
32136	1/23/2017	*0052	REC PROGRAM REFUND DS	75.00	B70123	REC PROGRAM REFUND DS
32137	1/23/2017	*0053	REC PROGRAM REFUND JB	75.00	B70123	REC PROGRAM REFUND JB
32138	1/23/2017	*0054	REC PROGRAM REFUND LB	75.00	B70123	REC PROGRAM REFUND LB
32139	1/23/2017	*0055	AZALEA HALL REFUND SP	45.50	B70123	AZALEA HALL REFUND SP
32140	1/23/2017	*0056	REC PROGRAM REFUND BM	70.00	B70123	REC PROGRAM REFUND BM
32141	1/23/2017	ARC07	ARCATA FIRE PROTECTION DISTRICT	3,051.00	B70123	AFPD ASSESSMENTS
32142	1/23/2017	AUB01	AUBURN CONSTRUCTORS, INC.	453,584.15	10	WWMF UPGRADE
32143	1/23/2017	CAS01	CASH	216.84	B70123	PETTY CASH REPLENISHED
32144	1/23/2017	CHA03	CHASE INC.	2,574.70	B70123	REC PROGRAM SUPPLIES
32145	1/23/2017	COU02	HUMBOLDT COUNTY ASSESSOR	12.80	B70123	MEASURE B MAPS
32146	1/23/2017	GHD01	GHD	1,232.00	74481	PROFESSIONAL SERVICES
32147	1/23/2017	MAY03	DENNIS MAYO	84.00	B70104	ACWA BOARD OF DIRECTORS MTG

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
32148	1/23/2017	MES01	KIRSTEN MESSMER	60.37	B70123	REC PROGRAM SUPPLIES REIMB
32149	1/23/2017	MUD01	MUDDY WATERS COFFEE CO.,INC	225.00	17710	OFFICE SUPPLIES
32150	1/23/2017	NOR01	NORTH COAST LABORATORIES	3,061.00	B70123	LAB TESTING
32151	1/23/2017	OSC01	OSCAR LARSON & ASSOCIATES	11,254.29	8773	COCHRAN TANK RECOATING
32152	1/23/2017	PGE05	PG&E	1,976.60	B70123	STLT LOAN-AGMT 4190997497
32153	1/23/2017	PGE06	PG&E-STREETLIGHTS	14.72	B70123	STREETLIGHTS JAN 2017
32154	1/23/2017	PGE07	PG&E STREETLIGHTS	914.71	B70123	STREETLIGHTS JAN 2017
32155	1/23/2017	PGE08	PGE STREETLIGHTS	14.05	B70123	STREETLIGHTS JAN 2017
32156	1/23/2017	PGE09	PGE-STREETLIGHTS	71.40	B70123	STREETLIGHTS JAN 2017
32157	1/23/2017	ROU01	ROUND TABLE DEVELOPMENT CORP	107.46	127107	REC PROGRAM SUPPLIES
32158	1/30/2017	HUN01	HUNTER, HUNTER & HUNT	17,000.00	50248	AUDIT-PROFESSIONAL SERVICES
32159	1/30/2017	IND01	INDEPENDENT BUS. FORMS	429.78	33526	OFFICE SUPPLIES
32160	1/30/2017	JAC04	JACKSON & EKLUND, INC.	1,965.00	187799	PROFESSIONAL SERVICES
32161	1/30/2017	MAY02	DENNIS MAYO	125.00	B70130	BOARD MTG 1/4/2017
32162	1/30/2017	MCS01	MCSD C/O HUMBOLDT COUNTY	24,346.32	B70130	RESERVES RECOVERY SURCHARGE
32163	1/30/2017	MIT01	Mitchell, Brisso, Delaney	786.50	38718	LEGAL SERVICES
32164	1/30/2017	NOR13	NOR. CALIFORNIA SAFETY CONSORTIUM	80.00	22959	SAFETY TRAINING
32165	1/30/2017	PRO01	PROFESSIONAL CREDIT SERVICES	11.32	63	RECOVERY OF BAD DEBT
32166	1/30/2017	S&S02	S & S WORLDWIDE, INC.	63.02	9470408	REC PROGRAM SUPPLIES

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
32167	1/30/2017	SCA01	SCADA SUPPORT GROUP	10,290.00	1701	WWMF UPGRADE
32168	1/30/2017	TRA01	COLLEEN TRASK	137.75	B70130	CSMFO 2017 CONFERENCE REIMB
32169	1/30/2017	UPS01	UPS	667.83	B70130	LAB SHIPMENT
32170	1/30/2017	USP02	USPS: ARCATA BMEU	1,322.98	B70130	NEWSLETTERS POSTAGE
32171	1/30/2017	WEI01	WEIRUP LANE ASSOCIATION	99.00	B70130	ANNUAL ROAD MAINTENANCE FEE
32172	1/30/2017	WHE02	GEORGE A. WHEELER JR.	125.00	B70130	BOARD MTG 1/4/2017
32173	1/30/2017	WIL09	WILLDAN FINANCIAL SERVICE	2,762.74	010-33061	PROFESSIONAL SERVICES
D00002	1/27/2017	COR07	JOHN W. CORBETT	125.00	B70127	BOARD MTG 1/4/17
				837,943.98		
				<b>837,943.98</b>		

**Total Disbursements, Accounts Payable:**

**Payroll Related Disbursements**

14242-14258	1/9/2017	Various Employees	Payroll Checks	9,350.75		
14259	1/9/2017	CALPERS 457 Plan	RETIREMENT	6,408.61	B70109	
		Check Total:	PERS 457 LOAN PMT	452.47	1B70109	
				6,861.08		
14260	1/9/2017	DIRECT DEPOSIT VENDOR- US	Direct Deposit	31,759.13	B70109	
14261	1/9/2017	Employment Development	STATE INCOME TAX	1,567.53	B70109	
		Check Total:	SDI	530.89	1B70109	
				2,098.42		
14262	1/9/2017	Employment Dev Department	SUI	2,630.47	B61231	
14263	1/9/2017	HEALTH/EQUITY, ATTN: CLINT	H.S.A Admin Fees	92.00	B70109	

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
14264	1/9/2017	HUM29	UMPQUA BANK--PAYROLL DEP.	5,459.30	B70109	FEDERAL INCOME TAX
				7,304.56	1B70109	FICA
				1,708.32	2B70109	MEDICARE
			Check Total:	14,472.18		
14265	1/9/2017	ACW01	CB&T/ACWA-JPIA	49,183.57	B61231	MED-DENTAL-EAP INSUR
14266	1/9/2017	PUB01	Public Employees PERS	16,758.72	B61231	PERS PAYROLL REMITTANCE
14267-14294	1/20/2017		Various Employees	12,322.61		Payroll Checks
14295	1/20/2017	CAL12	CalPERS 457 Plan	6,446.48	B70120	RETIREMENT
				452.47	1B70120	PERS 457 LOAN PMT
			Check Total:	6,898.95		
14296	1/20/2017	DIR01	DIRECT DEPOSIT VENDOR- US	30,054.57	B70120	Direct Deposit
14297	1/20/2017	EMP01	Employment Development	1,368.17	B70120	STATE INCOME TAX
				537.79	1B70120	SDI
			Check Total:	1,905.96		
14298	1/20/2017	HEA01	HEALTH EQUITY, ATTN: CLINT	92.00	B70120	H.S.A Admin Fees
14299	1/20/2017	HUM29	UMPQUA BANK--PAYROLL DEP.	5,169.34	B70120	FEDERAL INCOME TAX
				7,418.20	1B70120	FICA
				1,734.84	2B70120	MEDICARE
			Check Total:	14,322.38		
14300	1/26/2017		Various Employees	22.94		Payroll Check reissue
14301	1/28/2017		Various Employees	377.16		Seasonal Labor final checks
			<b>Total Disbursements, Payroll:</b>	199,202.89		
			<b>Total Check Disbursements:</b>	1,037,146.87		

# McKinleyville Community Services District

## BOARD OF DIRECTORS

March 1, 2017

TYPE OF ITEM: **ACTION**

**ITEM: D.4**                      **Consider Approval of Hiller Sports Complex Facility Use Agreement Contract with McKinleyville Little League**

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

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

### **Recommendation:**

Staff recommends that the Board approve the 2017 Facility Use Agreement Contract for McKinleyville Little League and authorize the Board Vice President to sign the contract and supplement.

### **Discussion:**

McKinleyville Little League has requested the use of Hiller Sports Complex (HSC) for the spring, summer and fall of 2017. The District requires organizations using HSC annually to complete and sign a Facility Use Agreement Contract prior to the start of their season.

Attached, please find a copy of the 2017 Facility Use Agreement for the organization.

Complete Facility Use Agreement Contracts with attachments are available at the District Office for any Board member or member of the public who would like to review them.

### **Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

### **Fiscal Analysis:**

In November 2016, the MCSD Board set a fee schedule for HSC of \$14.00 per hour for all youth sports organizations. That fee includes a portion of the cost of turf maintenance, and janitorial supplies used at the site. Organizations are responsible for shared cleaning of the facility (restrooms, bleachers, parking lot, etc.) based on their percentage of use.

Each organization will also be charged for the cost of re-keying the facility and a percentage of utilities (propane & PG&E) at the end of the season. These percentages are based on field usage.

Each user group is responsible for cleaning their own dugouts and bleacher areas after each use.

### **Environmental Requirements:**

Not applicable

### **Exhibits/Attachments:**

- Attachment 1 – McKinleyville Little League Agreement

# MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

## *HILLER SPORTS COMPLEX FACILITY USE AGREEMENT*

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This HILLER SPORTS COMPLEX FACILITY USE AGREEMENT (this “AGREEMENT”), is made and entered into this 1<sup>st</sup> day of March 2017, by and between the McKinleyville Community Services District (DISTRICT), a Community Services District formed under the laws of the State of California, and the McKinleyville Little League (ORGANIZATION), a non-profit youth sports organization, reference to the following facts, which are acknowledged as true and correct by each of the parties:

### **Recitals**

- (a) DISTRICT is the owner of Hiller Sports Complex located at 880 Columbus Road in McKinleyville; and
- (b) DISTRICT desires to maximize financial self-sufficiency of the maintenance of Hiller Sports Complex; and
- (c) DISTRICT desires to maximize community access to recreation programs at Hiller Sports Complex; and
- (d) ORGANIZATION desires to offer recreation programs to the community at Hiller Sports Complex; and
- (e) ORGANIZATION proposes to operate recreation programs, in accordance with the terms and conditions of this AGREEMENT, which supersedes all other previous documents; and
- (f) ORGANIZATION and DISTRICT each desire to secure and enter into an AGREEMENT in accordance with the foregoing; and
- (g) The documents which are part of the AGREEMENT, and each of which are incorporated herein by this reference as though full, are the following:
  - 1. Cover Page: Facility Use AGREEMENT
  - 2. Exhibit A: Hiller Sports Complex Map
  - 3. Exhibit B: Article IV – Rules and Regulations
  - 4. Exhibit C: Hiller Sports Complex Master Facility Fee Schedule
  - 5. Exhibit D: Operation & Maintenance Responsibilities
  - 6. Exhibit E: Guidelines for Field Cancellations
  - 7. Exhibit F: “In Kind Work” & Field Modification Request Form

## **Definitions**

As used in this AGREEMENT, the following terms shall have the following definitions:

1. "AGREEMENT" shall mean Hiller Sports Complex Facility Use AGREEMENT.
2. "DISTRICT" shall mean the McKinleyville Community Services District.
3. "ORGANIZATION" shall mean McKinleyville Little League.
4. "Hiller Sports Complex" shall mean the nineteen-acre parcel of property located at 880 Columbus Road on the east side of the entry way into Hiller Park. Such property contains two (2) little league fields, a regulation softball field, a practice softball field, a Senior League field, two collegiate size soccer fields, batting cages, concession stand, restrooms, bleachers, drinking fountains, walkways, and a parking lot.
5. "Recreation Advisory Committee" shall be the said committee operating under the jurisdiction of the McKinleyville Community Services District Board of Directors.
6. "Facility Use Request" shall mean all periods of time, including practices, games, assessment days, tournaments, etc., for which a party desires to utilize Hiller Sports Complex and requested via the DISTRICT Hiller Sports Complex Facility Use Reservation Form.
7. "Facility Use Schedule" shall mean the most current schedule for use of Hiller Sports Complex.
8. "Board of Directors" shall mean the five members of the McKinleyville Community Service District Board of Directors.
9. "Recreation Director" shall mean the individual employed in said position with the McKinleyville Community Services District.
10. "Article IV- Rules and Regulations" shall mean the portion of the document containing the Rules and Regulations of the McKinleyville Community Services District as adopted by the Board of Directors.

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

## **AGREEMENT**

### **Section 1. Facility Development**

The DISTRICT and ORGANIZATION agree to collaborate, assist, and support one another and individual efforts in maintaining Hiller Sports Complex.

### **Section 2. Grant of Field Use**

- 2.1 Grant of Use. The DISTRICT grants the ORGANIZATION field use for recreational and sports activities at Hiller Sports Complex. ORGANIZATION shall be responsible for: (a)

setup of Hiller Sports Complex for ORGANIZATION's use, unless otherwise specified; (b) storing any equipment following ORGANIZATION's use; and (c) restoring Hiller Sports Complex to the appropriate condition as found prior to ORGANIZATION's use. ORGANIZATION shall not utilize Hiller Sports Complex prior to the start of the contracted time set forth in the most current Facility Use Schedule and shall vacate the playing area by the end of the contracted time set forth in said schedule.

- 2.2 Facility Use Schedule. ORGANIZATION shall provide DISTRICT with ORGANIZATION's most current field use schedule including team names, coaches/managers & names of individuals to contact in the case of game cancellations; list of official representatives of the organization; game, practice, tournament dates and times; and other scheduled use.
- 2.3 Cancellation. Provided cancellation of use by inclement weather or other unforeseen conditions, DISTRICT shall endeavor to make the decision of said cancellation by 3:00 p.m. of the day for which cancellation shall take place.
- 2.4 Additional Field Use Request. Provided cancellation of use by inclement weather or other unforeseen conditions, ORGANIZATION must notify the DISTRICT of said cancellation and request of additional field use (if needed) within twenty-four (24) hours. DISTRICT shall be responsible to administer and coordinate all additional facility use requests provided such requests do not conflict with the most current Facility Use Schedule of other approved users.
- 2.5. Access  
DISTRICT shall provide the ORGANIZATION with one (1) set of keys to Hiller Sports Complex. It is the responsibility of the ORGANIZATION to produce copies and issue keys.

### **Section 3. Scheduling of Facility**

- 3.1 Site Development, Management and Scheduling:  
All development, scheduling, maintenance, and use of Hiller Sports Complex shall be coordinated with the Recreation Director.
- 3.2 Facility Use Requests  
ORGANIZATION is responsible to submit a District Facility Use Reservation Form to the Recreation Director. The Recreation Director shall compile a draft Facility Use Schedule resulting from such requests. Parties currently having and maintaining an AGREEMENT with DISTRICT shall be designated for priority use when said schedule is drafted. The draft Facility Use Schedule shall delineate any dates and times with facility scheduling conflicts. The Recreation Director shall be charged with resolving any scheduling conflicts, in his or her discretion.  
  
ORGANIZATION shall have first priority of Fields 1, 2 & 4 (baseball) and Field 3a based on schedules submitted in advance to MCSD, from March 15 through November 1.



3.3 Facility Use Scheduling Protests

ORGANIZATION and those parties granted facility use by the DISTRICT shall retain the right to protest the facility use. For all protests, refer to Section 16: Resolution of Disputes.

**Section 4. Operational Standards**

4.1 Conduct and Disorderly Persons

ORGANIZATION agrees to uphold and remain in compliance, at all times, with the current rules and regulations of the recreation and park system as established by the DISTRICT and outlined in Article IV of the DISTRICT's Rules and Regulations.

4.2 Staffing

ORGANIZATION agrees to ensure that an official representative(s) of ORGANIZATION shall be present at all times and shall be responsible for overseeing all use at all times on those dates and times for which use of Hiller Sports Complex is being conducted by ORGANIZATION.

4.3 Equipment and Supplies Storage

Storage of ORGANIZATION's equipment at Hiller Sports Complex shall be at the DISTRICT'S approval and at the ORGANIZATION's sole risk, DISTRICT will not warrant security of stored materials. ORGANIZATION shall unilaterally bear all risks of loss, theft, damage and other casualty incidental to using and/or storing equipment at the Hiller Sports Complex, and will indemnify and defend the DISTRICT from and against all losses arising out of using and/or storing equipment at the Hiller Sports Complex.

4.4 Safety

ORGANIZATION agrees to comply with the DISTRICT's established facility use guidelines, as defined in Article IV of the DISTRICT's Rules and Regulations and attached as Exhibit B, and incorporated by reference herein.

4.5 Use of Equipment

ORGANIZATION agrees not to use equipment owned by others and stored at Hiller Sports Complex without first obtaining written approval from the owner of said equipment. A copy of written approval must be provided to the DISTRICT.

ORGANIZATION agrees not to remove or replace equipment provided at Hiller Sports Complex by DISTRICT without the prior written consent of the Recreation Director.

4.6 Entry by DISTRICT

ORGANIZATION shall permit DISTRICT, and DISTRICT's agents and assigns, at all reasonable times, to enter the premises, for the purposes of inspection, compliance with the terms of this AGREEMENT, exercise of all rights under this AGREEMENT, posting notices, and all other lawful purposes.

- 4.7 Environmental Sensitivity  
ORGANIZATION agrees that all use by ORGANIZATION shall be conducted in a manner within the intended use of Hiller Sports Complex and with respect to the surrounding neighborhood and community. ORGANIZATION shall abide by all rules and regulations established by the DISTRICT stating that the use of pesticides, herbicides and related products at the Hiller Sports Complex and surrounding areas are strictly prohibited.
- 4.8 Equal Opportunity and Non-Discrimination Clause  
ORGANIZATION shall not discriminate in its offering of programs at Hiller Sports Complex and all duties related to such offering on the basis of race, color, national origin, religious creed, ancestry, sex, age, or physical handicap and shall comply with all applicable state and federal statutes and regulations prohibiting discriminatory practices and/or conduct.
- 4.9 Americans with Disabilities Act Compliance  
DISTRICT shall indemnify, defend, and hold harmless ORGANIZATION from any fines or penalties which may be imposed upon it pursuant to the Americans with Disabilities Act as a result of DISTRICT's failure to make any required improvements to the premises as required by the Americans with Disabilities Act.  
  
ORGANIZATION shall be responsible for compliance with any and all requirements of the Americans with Disabilities Act with respect to the operation of recreation programs for which ORGANIZATION is responsible. ORGANIZATION shall indemnify, defend, and hold harmless DISTRICT from and against any and all claims, causes of action, damages, fines and/or penalties pursuant to the Americans with Disabilities Act arising, in whole or in part, as a result of the ORGANIZATION's failure or alleged failure to comply with any requirements of the Americans with Disabilities Act with respect to operation of recreation programs which ORGANIZATION is responsible.
- 4.10. Compliance with Law  
ORGANIZATION and DISTRICT shall comply with and conform to all laws and regulations, state and federal, and any and all requirements and orders of any state or federal board or authority, present or future, in any way relating to the condition or use of Hiller Sports Complex throughout the entire term of this AGREEMENT.
- 4.11. District Coordination  
DISTRICT shall employ a Recreation Director who shall be the primary contact person with the ORGANIZATION.

## **Section 5. Prohibited Actions**

ORGANIZATION shall not:

- a) Use of Hiller Sports Complex for any purpose other than as authorized in this AGREEMENT and as authorized in the most current Facility Use Schedule; or
- b) Do or permit to be done anything which may interfere with the effectiveness or accessibility of Hiller Sports Complex, nor do or permit to be done anything which may interfere with free access and passage in Hiller Sports Complex or the public areas

adjacent thereto, or in the streets or trails adjoining Hiller Sports Complex, or hinder police, fire fighting, or other emergency personnel in the discharge of their duties; or

- c) Interfere with the public's enjoyment and use of Hiller Sports Complex for any purpose which is not essential to public safety; or
- d) Rent, sell, lease, or offer any space for any articles whatsoever within or on Hiller Sports Complex without the written consent of the DISTRICT; or
- e) Place any additional lock of any kind upon any door, cabinet, or storage bin, unless a key therefore is provided to the DISTRICT, and upon expiration or termination of this AGREEMENT; or
- f) Erect, construct, or place any permanent structure upon any portion of the premises without written authorization from DISTRICT; or
- g) Use or allow Hiller Sports Complex to be used for any improper or unlawful purposes or for purposes in violation of Article IV of the McKinleyville Community Services District's Rules and Regulations; or
- h) Allow vehicles access to the concession area via the 10-foot sidewalk driveway access point except for loading and unloading only. The sidewalk driveway area must be kept clear for access to emergency vehicles. All vehicles must park in the parking area.

## **Section 6. Insurance**

### **6.1. Minimum Scope**

ORGANIZATION shall obtain and maintain throughout the term of this AGREEMENT, at ORGANIZATION's cost, comprehensive general public liability insurance issued by insurance carriers acceptable to DISTRICT naming the ORGANIZATION as insured and the DISTRICT as an additional insured against any injuries or damages to persons or property caused by or arising out of ORGANIZATION's occupation and use of Hiller Sports Complex under this AGREEMENT in amounts of not less \$1,000,000.00 for any individual claimant and \$2,000,000.00 per occurrence.

### **6.2. Proof of Insurance**

ORGANIZATION shall cause DISTRICT to be given written notification, prior to the commencement of this AGREEMENT, from the insurance carrier of the existence of such policies and shall provide a certificate of insurance and separate endorsement in the amounts listed in 6.1 prior to the inception of the term which shall provide that coverage provided by the policy shall not be canceled or amended until the DISTRICT is first provided with at least thirty (30) days written notice concerning such cancellation or notice.

## **Section 7. Hold Harmless, Indemnity and Release Forms**

### **7.1. Hold Harmless and Indemnity**

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

### **7.2. Participant Liability Release Forms**

ORGANIZATION shall provide to DISTRICT a master copy of the liability release form used for ORGANIZATION's program defending, indemnifying, and holding harmless, DISTRICT, its officers, agents, assigns, and employees from and against any and all suits, actions and causes of action, claims, liens, demands, obligations, proceedings, loss or liability of every kind and nature whatsoever, for death or injury to any person including DISTRICT's officers, agents, assigns, and employees, or damage or destruction of any property of either party hereto or of third parties arising out of or in any manner by reason of, or incident to, the program or programs sponsored by ORGANIZATION and conducted at the Hiller Sports Complex.

## **Section 8. Utilities**

### **8.1. Water**

The DISTRICT shall be responsible for all water and sewer related expenses at the site.

### **8.2. Gas and Electric**

ORGANIZATION shall be required to pay a fee based on gas and electrical use for the concession stand, low site lighting, and/or any other type of sporting equipment, which utilizes electricity. This cost will be remitted at the end of the season, based on a percentage of field use.

## **Section 9. Maintenance**

### **9.1 Ongoing Facility Maintenance**

DISTRICT shall provide for all ongoing maintenance of Hiller Sports Complex. ORGANIZATION shall be required to pay a fee based on expenses related to ongoing maintenance as approved by the MCSD Board of Directors. ORGANIZATION may be allowed to decrease their portion of the maintenance fee through the use of in-kind labor or materials that assists with maintenance of the site within the scope of the DISTRICT's maintenance plan or Capital Improvement Plan for the site. Financial credit for approved in kind donation of labor or materials shall be granted only for labor or

donations completed for facility maintenance as per the required steps outlined in Exhibit F. Credit shall not be granted for volunteer labor or materials pertaining to field preparation for games. DISTRICT shall assign specific financial value to one volunteer labor hour and or donated materials based on the value of cost saved in DISTRICT paid labor and/or materials. DISTRICT shall base ORGANIZATION's field use fees on the total financial value of approved in-kind labor and/or materials subtracted from the total financial value of site use. The financial value of in-kind labor or material donations, if in excess of the total field use fee, is not allowed to be placed as a credit toward future facility use.

Should ORGANIZATION perform in-kind labor, all said volunteers must attend a facility maintenance orientation seminar. Designated ORGANIZATION representative must attend a facility maintenance orientation seminar organized and presented by DISTRICT staff. In addition, ORGANIZATION's designated representative must attend facility maintenance meetings as arranged by the DISTRICT.

Furthermore, said volunteers of ORGANIZATION are not to be considered volunteers or employees of DISTRICT.

ORGANIZATION agrees to perform general maintenance of the field site, including but not limited to, field preparation before games, grounds cleanup, restroom cleanup, re-stocking janitorial supplies, general cleanup of the concession stand & parking lot, and trash disposal. These operation and maintenance responsibilities are further explained in Exhibit D, and will not be considered as in-kind labor for the purposes of reducing fees for field and concession use during the period of March 15 through November 1, 2017

9.2. Facility Damages and Repairs

The ORGANIZATION shall be held responsible for all damage or vandalism to District facilities occurring during the ORGANIZATION'S use of the facilities. Upon notification by the DISTRICT, the ORGANIZATION is responsible to repair all damages immediately, or within a schedule approved by the DISTRICT. If ORGANIZATION is unable or unwilling to repair damage immediately, the DISTRICT reserves the right to make the necessary repairs and bill ORGANIZATION for all costs. The ORGANIZATION is responsible to reimburse the DISTRICT within thirty days (30) of presentation of the bill. Exception: The concession and snack bar area is the sole responsibility of the ORGANIZATION during the entire period of this AGREEMENT. Repair of any and all damage occurring to the concession stand during the AGREEMENT period is the sole responsibility of the ORGANIZATION.

Damaged and unsafe fields shall be unavailable for use until repairs are completed. The assignment of other fields during such time is at the discretion of the DISTRICT.

9.3. Site Improvements

Any ORGANIZATION desiring to perform site improvements must first obtain written approval from the DISTRICT for such improvements and pay for all costs related to approved improvements.

It is understood and agreed between the parties that all installations, additions, and improvements erected or installed at any time at Hiller Sports Complex during the term

of this AGREEMENT shall immediately become the property of and belong to the DISTRICT upon such erection or installation; provided, however, this provision does not apply to participant playing equipment and concession equipment installed and belonging to ORGANIZATION. ORGANIZATION must remove all participant playing equipment and concession equipment prior to the expiration or other termination of this AGREEMENT. Any portion of the premises affected by removal shall be immediately restored and repaired.

## **Section 10. Purchasing**

- 10.1 DISTRICT shall have the responsibility to purchase all grounds maintenance and field preparation supplies needed to maintain Hiller Sports Complex.
- 10.2 ORGANIZATION shall be fully responsible for all expenses related to purchase of all supplies needed to operate the programs including supplies needed for field preparation, should ORGANIZATION choose to prepare fields for their use, and of any supplies needed for operations conducted in the concession stand.

## **Section 11. Sales**

### **11.1. Participant Registration**

ORGANIZATION shall be allowed to retain all revenue related to participant registration fees.

DISTRICT shall provide space for applications and flyers provided by ORGANIZATION at DISTRICT's office and at the McKinleyville Activity Center. DISTRICT shall not otherwise register applicants or provide directions regarding ORGANIZATION's program.

ORGANIZATION shall be responsible for promotion and sale of ORGANIZATION's program to customers. Upon provision by ORGANIZATION, DISTRICT shall provide copies of flyers and promotional materials to customers.

### **11.2. Advertising**

DISTRICT recognizes the importance of advertising revenue to ORGANIZATION and desires to afford ORGANIZATION opportunities to obtain revenue for support of ORGANIZATION's program. However, ORGANIZATION shall first obtain written permission from DISTRICT and allow DISTRICT to review any such advertising prior to installation, placement, distribution, or maintenance of any type of advertising or AGREEMENT with any other vendor involving promotion or advertising of their products or services on and at Hiller Sports Complex. All such advertising placed in accordance with the aforementioned must be removed upon the conclusion of ORGANIZATION's program at a time agreed to by both parties.

### **11.3. Concessions**

ORGANIZATION shall be allowed to retain all proceeds related to operation of a concession stand during granted facility use hours provided concession use fees are paid in full.



Approval for requests for use of the concession stand by ORGANIZATION will be granted only when said request is concurrent with the most current facility use schedule as approved. ORGANIZATION shall not utilize the concession stand prior to the start of the contracted time set forth in the most current facility use schedule and shall vacate the concession stand by the end of the contracted time set forth in said schedule.

Upon issuance of the most current Facility Use Schedule and concession stand use request approvals, should additional concession stand use be available during scheduled events, those ORGANIZATION's having and maintaining a current AGREEMENT with DISTRICT shall be given priority for additional concession stand use requests. Such requests will be awarded on a first come, first serve basis.

## **Section 12. Licenses and Permits**

- 12.1 ORGANIZATION shall apply for, obtain, and maintain all licenses, permits, and other accreditations required in connection with the management and operation of programs, site improvements as approved per 9.3., and as needed for development of the facility. ORGANIZATION shall be responsible to pay the cost of all such licenses and permits.

## **Section 13. Unavoidable Delays**

- 13.1 The provisions of this Section shall be applicable if there shall occur, during the term of this AGREEMENT, any (a) inability to obtain labor or materials, or reasonable substitutes (other than lack of funds); or (b) acts of God, governmental restrictions, regulations or controls, enemy or hostile government, civil commotion, fire, or other casualty; or (c) other conditions similar to those enumerated in this Section beyond the reasonable control of the party obligated to perform (other than lack of funds). If DISTRICT or ORGANIZATION shall, as the result of any of the above-described events, fail to provide or to perform any obligation on its part under this AGREEMENT, then upon written notification to the other within ten (10) days of such event, such failure shall be excused and not be a breach of this AGREEMENT by the party claiming unavoidable delay, but only to the extent occasioned by such event. Notwithstanding anything contained herein to the contrary, this Section shall not be applicable to the obligation of the DISTRICT or ORGANIZATION to pay any sums, monies, costs, charges, or expenses required paid pursuant to the terms of this AGREEMENT, or to fulfill any hold harmless and/or indemnity obligations created by Section 7.1 or elsewhere in this AGREEMENT.

## **Section 14. Amendments and Assignments**

- 14.1 This AGREEMENT contains the complete and final AGREEMENT between the DISTRICT and the ORGANIZATION. No AGREEMENT or other understanding in any way purporting to modify, add to, or supersede the terms and conditions hereof shall be binding upon either party unless made in writing and duly executed by authorized representatives.
- 14.2 This AGREEMENT may not be assigned or transferred, in whole or in part, by ORGANIZATION without first obtaining the written consent of DISTRICT which may be withheld, for any reason, in the DISTRICT's sole discretion.

## **Section 15. Taxes**

- 15.1 ORGANIZATION shall be solely responsible for the payment when due of any possessory interest or other unsecured tax levied by any governmental authority with respect to the use and occupancy of Hiller Sports Complex by ORGANIZATION.

## **Section 16. Resolution of Disputes**

### **16.1. Process for Resolution**

Any dispute arising under the terms of this AGREEMENT, which is not resolved within a reasonable period of time by authorized representatives of the DISTRICT and the ORGANIZATION shall be brought to the attention of the General Manager (or designated representative) of the DISTRICT and the Board President (or designated representative) of the ORGANIZATION for joint resolution.

If joint resolution of the dispute through these means is pursued without success, ORGANIZATION shall seek to resolve the dispute by filing a written grievance with the General Manager (or designated representative). Upon receipt of a written grievance, the General Manager (or designated representative) shall research and investigate the grievance and set an agenda item for the next DISTRICT Board of Director's meeting. At the meeting, the ORGANIZATION or a representative thereof can appear and be heard. The DISTRICT Board of Directors shall consider the item and act thereon, and may adopt, reject, or amend the recommendation.

If resolution of the dispute as adopted by the DISTRICT Board of Directors is not satisfactory, ORGANIZATION may seek resolution employing whatever remedies exist in law or equity beyond this AGREEMENT. Despite an unresolved dispute, the DISTRICT and ORGANIZATION hereto shall continue without delay to perform its obligations under this AGREEMENT.

In the event of any breach or violation of this AGREEMENT by ORGANIZATION, the DISTRICT may employ whatever remedies that exist in law or equity to enforce this AGREEMENT, without resorting to the dispute resolution protocol described above.

### **16.2. Attorney's Fees**

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

## **Section 17. Notices**

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

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



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

McKinleyville Little League  
P.O. Box 2284  
McKinleyville, CA 95519

Either DISTRICT or ORGANIZATION may change such address by notifying the other party in writing as to such new address as DISTRICT or ORGANIZATION may desire to be used and which address shall continue as the address until further written notice.

## **Section 18. Compensation**

### **18.1. Funding for Facility Development**

Should ORGANIZATION grant DISTRICT monies for development in an amount of more than \$5,000, said monies shall be dedicated to the development of facilities illustrated in Parks & Recreation Master Plan, which would fulfill the needs of ORGANIZATION. Monies granted by ORGANIZATION for development in amount less than \$5,000 shall be dedicated to the general overall development of facilities illustrated in Parks & Recreation Master Plan.

### **18.2. Facility Use and Additional Fees**

ORGANIZATION shall pay DISTRICT fees in accordance to Hiller Sports Complex Master Facility Fee Schedule as adopted by the Board of Directors and outlined in Exhibit C.

ORGANIZATION agrees to pay a Cleaning/Damage deposit in the amount of \$1,500.00 to MCSD for the use of Hiller Sports Complex. MCSD may use the Cleaning/Damage deposit for reimbursement of any costs related to additional cleaning requirements, additional turf maintenance, and/or field & turf damages during the use of ORGANIZATION (see Exhibit D). This deposit must be paid in full prior to the start of the season.

ORGANIZATION is responsible for the cost for propane use, PG&E and the cost to change the locks at the end of each season. This cost will be remitted at the end of the season, based on a percentage of field use.

In the event DISTRICT shall provide maintenance at the expense of ORGANIZATION, or the DISTRICT is required to respond to a call-out at a time outside the DISTRICT'S regular business hours, the ORGANIZATION agrees to reimburse the DISTRICT according to the following rates:

Labor:	\$35.00/hour
Mower:	\$25.00/hour
Utility Vehicle:	\$35.00/hour
Tractor:	\$40.00/hour
Backhoe:	\$70.00/hour
Dump Truck:	\$50.00/hour
Boom Truck:	\$81.00/hour
Call out Fee	\$150 per occurrence + labor cost if time spent exceeds 2 hours

### **18.3. Delinquent Payment**

In the event ORGANIZATION shall be delinquent by more than fifteen (15) days in the payment of any sums due under the terms of section 18.2, DISTRICT shall cancel all future scheduled and yet to be scheduled use of DISTRICT-owned facilities until past due payments are paid in full.

## **Section 19. Law Governing**

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

## **Section 20. Term**

### **20.1. Term and Extensions**

Subject to the provisions of this AGREEMENT, the term of this AGREEMENT shall commence on the date herein and shall continue through and including the 1<sup>st</sup> day of November, 2017.

Opportunities shall be granted for ORGANIZATION and DISTRICT to review this AGREEMENT on a yearly basis to enact amendments and assignments to AGREEMENT as provided in Section 14 of this AGREEMENT. Any proposed amendments and assignments may be refused by ORGANIZATION or DISTRICT at said parties own discretion.

### **20.2. Termination by DISTRICT**

Notwithstanding the foregoing, DISTRICT, in the case of ORGANIZATION breaches, may terminate this AGREEMENT, with thirty (30) days notification, by giving the ORGANIZATION written notice of any material breach under this AGREEMENT, if:

- a) said breach is curable by the payment of money and remains uncured thirty (30) days after said notice; or
- b) said breach is not curable by the payment of money but is otherwise curable within thirty (30) days after said notice and remains uncured after said thirty (30) days; or
- c) said breach is neither curable by the payment of money nor otherwise reasonably curable within thirty (30) days after said notice and ORGANIZATION fails both to commence said cure within said thirty (30) days and to prosecute diligently said cure to completion thereafter; or
- d) ORGANIZATION files a voluntary petition in bankruptcy or insolvency or otherwise seeks relief as a debtor, or, if an involuntary petition therefore is filed against ORGANIZATION and such petition is not dismissed within ninety (90) days; or
- e) ORGANIZATION fails to remain in compliance with any and all terms of this AGREEMENT; or
- f) ORGANIZATION shall disband.

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

### **20.3. Termination by ORGANIZATION**

Notwithstanding the foregoing, ORGANIZATION, in the case of DISTRICT breaches, may terminate this AGREEMENT by giving the DISTRICT written notice of any material breach under this AGREEMENT, if:

- a) said breach is curable by the payment of money and remains uncured thirty (30) days after said notice; or
- b) said breach is not curable by the payment of money but is otherwise curable within thirty (30) days after said notice and remains uncured after said thirty (30) days; or
- c) said breach is neither curable by the payment of money nor otherwise reasonably curable within thirty (30) days after said notice and DISTRICT fails both to commence said cure within said thirty (30) days and to prosecute diligently said cure to completion thereafter; or
- d) DISTRICT fails to remain in compliance with any and all terms of this AGREEMENT.

20.4. Disposition of Certain Property

ORGANIZATION hereby acknowledges and agrees that any and all equipment and all DISTRICT purchased equipment and materials used in connection with Hiller Sports Complex shall remain the property of the DISTRICT, and ORGANIZATION acknowledges that it shall not be entitled to remove such property from Hiller Sports Complex upon the expiration or termination of this AGREEMENT, regardless of reason.

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

***MCKINLEYVILLE COMMUNITY SERVICES DISTRICT***

\_\_\_\_\_  
David Couch, Vice-President of the Board of Directors

ATTEST: \_\_\_\_\_  
Emily Abfalter, Secretary to the Board of Directors

***McKINLEYVILLE LITTLE LEAGUE***

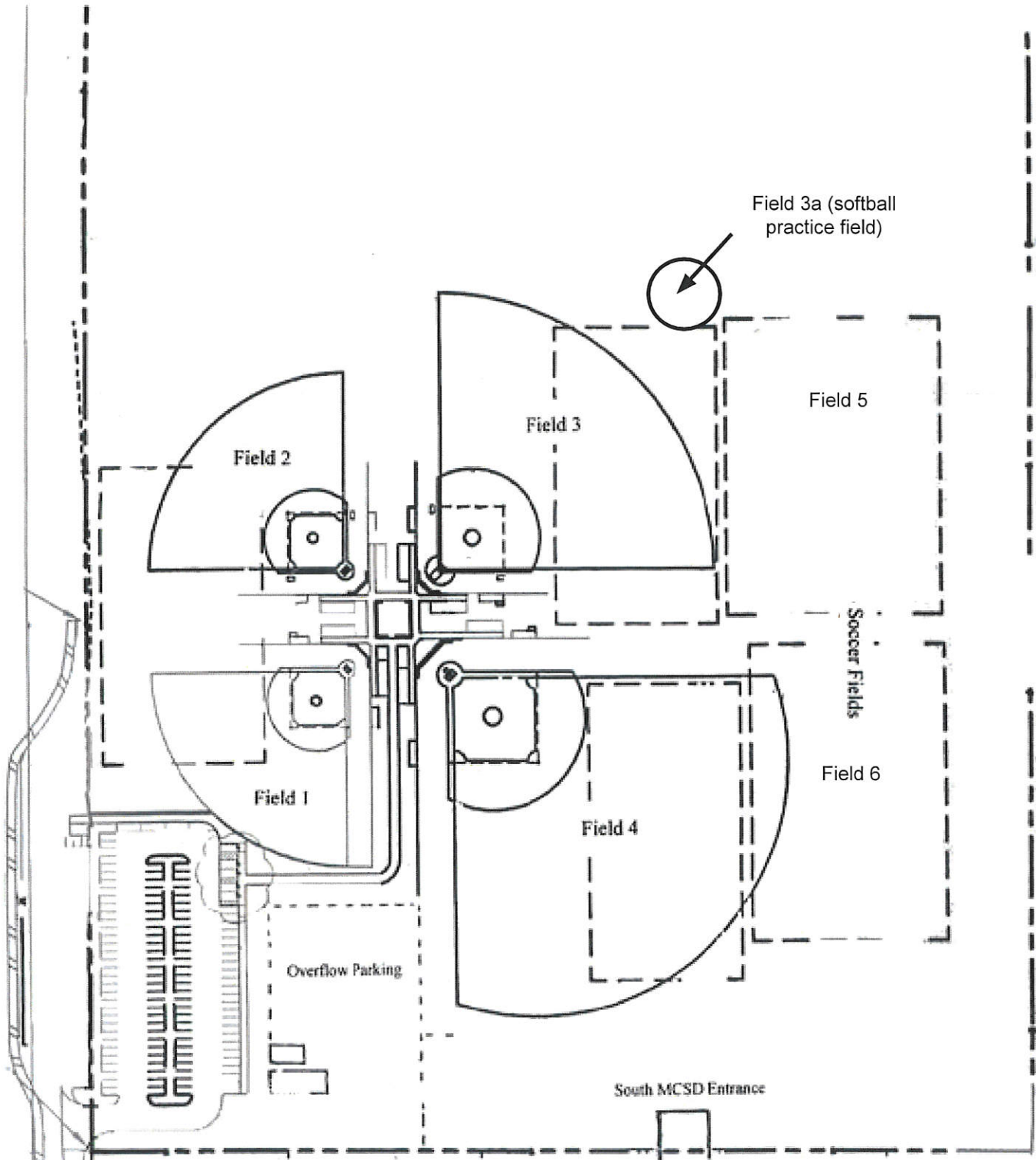
\_\_\_\_\_  
President of McKinleyville Little League

## **The Facility Use AGREEMENT Checklist**

Please note: This contract is not considered complete until the user ORGANIZATION submits the following information to MCSD.

<b><u>Item:</u></b>	<b><u>Attachment #:</u></b>	<b><u>Completed:</u></b>	<b><u>Date:</u></b>
Completed District Facility Use Form	Attachment 1		
League Schedule	Attachment 2		
Tournament Schedule	Attachment 3		
Practice Schedule	Attachment 4		
Proof of Insurance	Attachment 5		
Phone List of Managers and Board Members	Attachment 6		
Facility (emergency) Cell Phone #	Attachment 7		
All Other Field Usage Requests	Attachment 8		
Coach/Manager Contact Information	Attachment 9		
Organization Liability Release Form	Attachment 10		

**McKINLEYVILLE COMMUNITY SERVICES DISTRICT**  
*Hiller Sports Complex - Site Map*



## ARTICLE IV - PARKS AND RECREATION

### REGULATION 40 - RECREATION AND PARKS ADVISORY COMMITTEE

**Rule 40.01. MEMBERSHIP** - the McKinleyville Community Services District Recreation and Parks Advisory Committee shall consist of eleven (11) members and two (2) alternate members who shall serve without compensation selected as follows:

- (a) One (1) non-voting member shall be a member of the District Board.
- (b) 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.
- (d) The two (2) alternate members will not become voting members unless a regular voting member is absent. In the event that both alternates are present when only one regular member is absent, the alternates will decide upon which of the two (2) will fill the absent chair by a mutually agreed upon method. In the event the alternates cannot determine a method of decision, the committee chair will choose an appropriate decision making method.
- (e) All members of the Recreation Advisory Committee will represent to the extent possible various recreational interests of the community including but not limited to business, environmental, equestrian, sports, seniors, trails and youth. Recommendations for appointment may be made by the then current members of the committee.
- (f) Any citizen, residing in the service area of the McKinleyville Community Services District may apply to the District Board for appointment to fill vacant seats on the Recreation Advisory Committee.

**Rule 40.02. APPOINTMENT** - the committee members shall be appointed as follows:

- (a) The Board of Directors shall announce each vacancy and shall state they are seeking applicants, setting forth the qualifications, if any required.
- (b) The Board of Directors shall interview each applicant, after which a majority of the Board of Directors, may select the most qualified to fill the vacancy.

**Rule 40.03. MEMBER QUALIFICATIONS** - all members, other than the high school member, shall be resident electors of the McKinleyville Community Services District; the student members shall be a resident of McKinleyville. No members of the Recreation Advisory Committee shall be a family member or related to a full-time MCSD employee.

**Rule 40.04. TERMS OF OFFICE** -the committee members shall serve terms as follows:

- (a) Appointment of District Board Members shall be for a term of one (1) year. Such member shall be a non-voting member.

- (b) Appointment of McKinleyville Area Fund members and non-student community members shall be for a term of four (4) years. The term for student members shall be up to 4 years, limited by their High School graduation date.
- (c) Terms of the other non-Board of Director committee members shall be staggered so that no more than two (2) terms shall expire in any given year.
- (d) The annual expiration date of appointment shall be January 31st.

**Rule 40.05. REMOVAL** - members of the Committee may be removed by a majority vote of the District Board of Directors.

**Rule 40.06. ABSENCES** - if any member of the Committee is absent without prior notification to the Recreation Director for three (3) regular consecutive meetings, the Recreation Director shall certify that fact to the Board of Directors and the Board of Directors shall thereafter declare the position on the Committee to be vacant and proceed to fill the position by appointment.

**Rule 40.07. ELECTION OF OFFICERS** - the Committee shall, as soon as practicable, after the time of the annual appointment of a member or members to such Committee, elect its' officers. No member shall hold the same office for more than two (2) consecutive years.

**Rule 40.08. OFFICERS** - the Committee shall elect a Chairperson and Vice-Chairperson from among its members.

**Rule 40.09. MEETINGS** - the Committee shall hold regularly scheduled meetings in the Board of Directors Chambers of the District Office, or at such other place within the District as may be designated by the Committee, and may hold such additional meetings as it may deem necessary or expedient. All meetings must be noticed in compliance with state and federal laws.

**Rule 40.10. TIME/LOCATION OF MEETINGS** - the time of the regular meetings shall be as established from time to time by the committee members.

**Rule 40.11. QUORUM** - a majority of the Committee shall constitute a quorum for the purpose of transacting business of the Committee.

**Rule 40.12. RECORDS** - written records of all the proceedings, findings, determinations and transactions of the Committee shall be kept, which record shall be a public record and a copy of which record shall be filed with the District Secretary.

**Rule 40.13. POWERS AND DUTIES** - the Recreation and Parks Advisory Committee shall have the following powers and duties:

- (a) To serve in an advisory capacity to the Board of Directors and District Staff in all matters pertaining to public recreation, parks, and their respective facilities;
- (b) To make recommendations to the Board of Directors and District Staff with respect to the provisions of the annual budget for recreation and parks purposes;



- (c) To recommend to the Board of Directors acceptance or rejection of offers of donations of money, personal property and real property to be used for recreation and parks purposes;
- (d) To recommend to the Board of Directors a comprehensive recreation and park services program for the inhabitants of the District, to promote and stimulate public interest therein, and to solicit to the fullest extent the cooperation of school authorities and other public and private agencies interested therein;
- (e) To recommend for adoption by the Board of Directors rules and regulations for the use and improvement of the District's recreation services and parks and their respective facilities;
- (f) To recommend to the Board of Directors and District staff policies for the acquisition, development and improvement of recreation and parks areas; and
- (g) To perform such other duties relating to recreation and park matters as may be prescribed by the Board of Directors.

## **REGULATION 41 - RECREATION AND PARK SYSTEM**

### **Rule 41.01. INJURY TO OR MISUSE OF RECREATION AND PARKS SYSTEM PROPERTY - NO PERSON SHALL:**

- (a) Willfully mark, deface, injure, tamper with, or displace or remove any buildings, bridges, tables, benches, fireplaces, railings, bleachers, ball fields, water lines, paving or paving materials or other public utilities or parts thereof, signs, notices or placards, whether temporary or permanent, monuments, stakes, posts or other boundary markers, or other structures or equipment, or recreation and parks system property or appurtenances whatsoever, either real or personal.
- (b) Litter, soil or defile buildings, structures, grounds, equipment or other recreation and parks system property or appurtenances whatsoever. Trash, litter and other debris must be deposited into the proper receptacles.
- (c) Remove any soil, rock, stones, turf, trees, shrubs, or plants, down timber or other wood or materials or make any excavations by tool, equipment or any other means or agency.
- (d) Construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public utility into, upon or across such land except by District permit.
- (e) Trespass upon any area where prohibited.
- (f) Hunt, molest, or otherwise harm wildlife and plant life within the recreation and parks system.
- (g) Announce, advertise or call the public attention in any way to any article or service for sale or hire, except by District permit.
- (h) Paste, glue, tack or otherwise post any sign, placard, advertisement, or inscription whatever, nor shall any person erect or cause to be erected any sign whatever within the recreation and parks system without permission from the District.
- (i) Use any system for amplifying sounds, whether for speech or music or otherwise within the recreation and parks system unless a Special Event Reservation Form and



Permit or Community Event Reservation Application and Permit is first secured from the District.

- (j) Discharge any weapon of any type within the recreation and park system boundaries for any reason.
- (k) Make fires of any type for any reason in any area that is not properly equipped and designated to contain a fire.
- (l) Use model rockets and remote control model airplanes in McKinleyville Parks and Open Space without prior written approval from the District's General Manager.

**Rule 41.02. POLLUTING WATERS OR DUMPING REFUSE PROHIBITED - NO PERSON SHALL:**

- (a) Throw, discharge, or otherwise place or cause to be placed in the waters of any fountain, pond, stream or any other body of water in or adjacent to any component of the recreation and park system or any tributary, stream, storm sewer or drain flowing into such waters any substance, matter or things, liquid or solid, which will or may result in the pollution of said waters.
- (b) Dump, deposit, or leave any trash not created within the boundaries of the recreation and park system.

**Rule 41.03. OPERATION OF MOTORIZED VEHICLES--PROHIBITED ACTS - NO PERSON SHALL:**

- (a) Fail to comply with all applicable provisions of the Vehicle Code of the State of California in regard to equipment and operation of motorized vehicles together with such regulations as are contained in this ordinance.
- (b) Fail to obey all law enforcement officers and District employees who are hereafter authorized and instructed to require persons within the boundaries of the recreation and park system to adhere to the provisions of these regulations.
- (c) Fail to observe carefully all traffic signs, parking signs, and all other signs posted for the proper control of traffic and to safe guard life and property.
- (d) Operate a motorized vehicle, other than MCSD-authorized vehicles, within the boundaries of the facility except in those areas designated as driveways.

**Rule 41.04. OPERATION OF NON-MOTORIZED VEHICLES--PROHIBITED ACTS - NO PERSON SHALL:**

- (a) Non-motorized vehicles shall be defined as any form of transportation in which human or gravitational energy powers the source of transportation. Examples of such transportation are defined as bicycles, skateboards, roller blades, roller skates, etc.
- (b) Fail to comply with all applicable provisions of the Vehicle Code of the State of California in regard to equipment and operation of non-motorized vehicles together with such regulations as are contained in this ordinance.
- (c) Fail to obey all law enforcement officers and District employees who are hereafter authorized and instructed to require persons within the boundaries of the recreation and park system to adhere to the provisions of these regulations.
- (d) Fail to observe carefully all traffic signs, parking signs, and all other signs posted for the proper control of traffic and to safe guard life and property.

- (e) Operate non-motorized vehicles on any sidewalks, on pathways designated for pedestrian traffic only, and within turf and landscaped areas.

#### **Rule 41.05. CONDUCT - ALCOHOLIC BEVERAGES**

- (a) Patrons may use alcoholic beverages with meals in designated areas at recreation and parks system facilities, provided they conduct themselves in an orderly manner;
- (b) Alcoholic beverages may be served or may be sold by permit only at designated recreation and parks system facilities where sales are not prohibited and provided a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit have been secured;
- (c) No person shall be under the influence of intoxicating substances as provided in Section 647 (f) of the California Penal Code;
- (d) The District may withdraw the privilege to use alcoholic beverages at anytime if the rules and regulations as are contained in this ordinance are not abided by;
- (e) Use of intoxicating substances other than alcohol is prohibited.

**Rule 41.06. PETS** - pets may be off leash at outdoor facilities in designated areas and facilities only and must be under voice control at all times. Animal owners are responsible for removal of animal excrement from the facility.

**Rule 41.07. OVERNIGHT USE PROHIBITED** - there is to be no camping or loitering on the grounds or in public buildings or structures between sunset and sunrise unless a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit are first obtained from the District.

**Rule 41.08. FIRES** - fires will be allowed on grounds only in those areas equipped with District provided equipment designated for the containment of fires.

### **REGULATION 42 - OPERATION OF PIERSON PARK**

**Rule 42.01. GAZEBO BARBECUE COMPLEX** - the gazebo barbecue complex is defined as the area encompassed by the gazebo located in the central portion of the park. Individuals or organizations desiring organized use of any portion of the gazebo barbecue complex for an organized function may do so by obtaining a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit only..

**Rule 42.02. HORSESHOE PITS** - the public may use the horseshoe pits on a first come basis. Any individual or organization desiring to use the horseshoe pits for an organized function may do so by obtaining a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit only.

**Rule 42.03. WESTERLY PICNIC TABLES/BARBECUES** - the public may use the picnic tables and barbecues located along the western park perimeter on a first-come basis only.

**Rule 42.04. PICNIC PAVILION AND BARBECUE** - the picnic pavilion is defined as the large covered picnic area to the west of the playground and east of the horseshoe pits. Individuals or organizations desiring organized use of any portion of the picnic pavilion and

barbecue may do so by obtaining a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit only.

**Rule 42.05. OVERNIGHT USE PROHIBITED** - All events shall conclude at 10:00 p.m. Sunday-Thursday and at Midnight on Friday and Saturday. Overnight use is prohibited unless a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit are first obtained from the District.

**Rule 42.06. FIRES** - fires will be allowed on grounds only in those areas equipped with District provided equipment designated and in portable barbecues designated for the containment of fires.

**Rule 42.07. PETS** - the designated off leash area is defined as the area of the park east of Azalea Hall's Hewitt Room and north of the gazebo. Horses are not allowed.

### **REGULATION 43 - OPERATION OF HILLER PARK**

**Rule 43.01. PICNIC AREA USE** - the picnic area is defined as the area of the park east of the western perimeter of the volleyball court. Individuals or organizations desiring organized use of any portion of the picnic area in Hiller Park for the purpose of holding organized functions may do so by obtaining a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit only.

**Rule 43.02. PETS** - the designated off leash area is defined as the area of the park west of the westerly perimeter of the volleyball court. Horses are prohibited in the picnic area.

**Rule 43.03. FIRES** - fires will be allowed on grounds only in those areas equipped with District provided equipment designated and in portable barbecues designed for the containment of fires.

**Rule 43.04. OVERNIGHT USE PROHIBITED** - all events shall conclude at 10:00 p.m. Sunday-Thursday and at Midnight on Friday and Saturday. Overnight use is prohibited unless a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit are first obtained from the District.

### **REGULATION 44 - OPERATION OF LARISSA PARK**

**Rule 44.01. PETS** - pets must be on leash at all times.

## REGULATION 45 - PERMITS, FEES AND DEPOSITS

**Rule 45.01. FACILITY USAGE PERMITS REQUIRED** – a valid facility usage permit is required for individuals or organizations to use any indoor facility or any outdoor facility for organized functions, to use any system for amplifying sounds, or to sell or serve alcoholic beverages at an organized function.

**Rule 45.01.a. PERMIT TYPE DEFINITIONS** - the District shall issue permits based on the following definition of use:

- (a) A "Special Event" shall be defined as use deemed to be non-programmatic with estimated attendance of less than 500 persons and no more than posted capacities at indoor facilities; for which off road and facility parking space is adequate; for which street closures are not required; and for which cancellation of approved vendor programs is not required.
- (b) A "Large Scale Community Event" shall be defined as use deemed to be non-programmatic with estimated attendance of more than 500 persons but no more than posted capacities at indoor facilities or for which off-road and facility parking space is adequate; or for which street closures may be required; or for which cancellation of an approved vendor program is required.
- (c) A "Vendor Contract" shall be defined as use by those individuals approved by the District Board of Directors, offering ongoing programs on a regular basis for no more than twelve months.

**Rule 45.02. FACILITY USAGE PERMIT PROCESS** - any individuals or organizations seeking issuance of a facility usage permit hereunder shall file a request for permit to use District facilities on the appropriate reservation form provided by the District. All requests must be filed with the District along with the required facility usage deposit, usage fees, proof of appropriate insurance coverage, and fees for other services at least (10) working days prior to the actual event date. The Recreation Director, under direction of the Board, may impose additional conditions for approval.

**Rule 45.03. FACILITY USAGE FEES** - facility usage fees, as established and adopted by the District Board shall be charged for and must accompany each facility usage permit request required hereunder for said facility usage permit request to be fully and properly executed by the District.

**Rule 45.03.a. FEE STRUCTURE DEFINITIONS** - the District shall identify the following fee structure definitions when charging customers for use of facilities:

- (a) A "Non-Profit Group" shall be defined as any group or organization which can supply proof of non-profit status via the Internal Revenue Service code. Other Governmental entities shall be considered as falling within the guidelines of this definition.
- (b) A "Vendor" shall be defined as an individual or organization, approved by the District Board of Directors that has a fully executed vendor contract for use of District facilities.

- (c) A "Private Citizen/Business" shall be defined as other potential users not fitting within the "non-profit group" or "vendor" definition.
- (d) A "Commercial Event" shall be defined as an event being held for the purpose of private financial gain for an individual or organization.
- (e) An "Event Host" shall be defined as a District employee who has received training regarding use of District facilities for outside events. Event hosts are required for all events except those taking place at Azalea Hall concurrently with McKinleyville Senior Center events or at District facilities for those events sponsored by a District approved vendor.
- (f) The "All Day Rate" shall be defined as a fee charged specifically for use of the Hewitt Room at Azalea Hall and which includes access to the facility for a maximum of twelve continuous hours.
- (g) The "Half-Day Rate" shall be defined as a fee charged specifically for use of the Hewitt Room at Azalea Hall and which includes access to the facility for a maximum of six continuous hours.
- (h) The "Off-Peak Use Discount" shall be defined as a 25% discount on hourly rates only which can be applied to the following facilities and hours only: Activity Center-Monday through Friday before 3:00p.m; Azalea Hall-Sundays and Monday through Thursday after 4:00p.m.

**Rule 45.03.b. FACILITY USE FEES** - the District shall charge the following rates for use of a District-owned facility for each use specified below:

ACTIVITY CENTER

Non-Profit Groups/Vendors	\$35.00/hour
Private Citizen/Business	\$50.00/hour

AZALEA HALL-ENTIRE FACILITY

Non-Profit Groups/Vendors	\$61.00/hour
Private Citizen/Business	\$81.00/hour

AZALEA HALL-HEWITT ROOM

Non-Profit Groups/Vendors	\$47.00/hour
Private Citizen/Business	\$58.00/hour
All Day Rate	\$510.00
Half Day Rate	\$302.50

AZALEA HALL-MEETING ROOM

Non-Profit Groups/Vendors	\$17.00/hour
Private Citizen/Business	\$23.00/hour

AZALEA HALL-KITCHEN

All Users	\$17.00/hour
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#### LIBRARY CONFERENCE ROOM

Non-Profit Groups/Vendors	\$25.00/hour
Private Citizen/Business	\$28.00/hour

#### TEEN CENTER-ENTIRE FACILITY

Non-Profit/Vendors	\$64.00/hour
Private Citizen/Business	\$80.00/hour
All Day (12 hr) Rate	\$875.00
Half Day (6 hr) Rate	\$450.00

#### TEEN CENTER-MULTI PURPOSE ROOM

Non-Profit/Vendors	\$37.00/hour
Private Citizen Business	\$45.00/hour

#### TEEN CENTER-MUSIC ROOM

Non-Profit/Vendors	\$24.00/hour
Private Citizen Business	\$30.00/hour
All Day (8 hr) Rate *weekends only	\$200.00

#### TEEN CENTER-KITCHEN

All Users	\$35.00/hour
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#### PARKS

Gazebo Picnic Area	\$53.00/4 hrs
Picnic Pavilion	\$105.00/4 hrs
Special Event	\$158.00/day
*Commercial Events	\$263.00/day
*Requires Facility Host @ \$35.00 per hour unless overtime wages apply	

#### SPECIAL EVENT SERVICES

Event Staff	\$18.00/hour
Event Setup	
Events with less than 100 persons	\$81.00
Events with 101-200 persons	\$112.00
Events with more than 200 persons	\$142.00

#### Event Cleanup

Events with less than 100 persons	\$142.00
Events with 101-200 persons	\$173.00
Events with more than 200 persons	\$210.00

**Rule 45.03.c. EVENT SERVICES FEES** - the District shall charge a fee of \$18 per hour for an event host for those events requiring such a host. The minimum charge shall be two hours. Other events service fees shall be determined each year and are based on the direct expense associated with providing said service. Such event fees shall be established and adopted by the Board.

**Rule 45.03.d. RECREATION PROGRAM FEES** - the District shall charge participants program fees based on the direct expenses associated with each individual program. Program fees shall be determined each year and as programs are added to the Department's current services index. Program fees shall be adopted by the Board within two months of the inception or change of fees.

**Rule 45.04. DEPOSIT** - a facility usage deposit, as established and adopted by the District Board must accompany each facility usage permit request for any facility usage permit required hereunder. The facility usage deposit shall be refunded to the applicant within fifteen working days if the facility is restored to pre-use conditions. If District clean-up is required to restore the facility to pre-use conditions or damage is noted to the facility, any refund will be less the expense associated with returning the facility to pre-use conditions.

**Rule 45.04.a. FACILITY USE DEPOSIT FEES** - the District shall charge a \$100 deposit for events which qualify and are defined as special events. The District shall charge a \$200 deposit for events which qualify and are defined as large-scale community events.

**Rule 45.05. INSURANCE** - a facility usage permit request shall not be considered fully executed unless the individual or organization seeking issuance of a facility usage permit obtains and furnishes liability coverage for the event which is acceptable to the District. The Recreation Director may impose additional conditions for approval.

**Rule 45.06. PERMITS FOR USE OF FACILITIES** - the District shall only grant a facility usage permit for organized use of a facility when each of the following findings can be made:

- (a) The requested area of the recreation and parks system for which the facility is located within is available during the period for which the facility usage permit is requested;
- (b) The expected attendance does not exceed the capacity of the facility or area.
- (c) The use for which the facility usage permit is sought complies with the use established for the facility or area requested.

**Rule 45.07. USE OF SOUND AMPLIFICATION SYSTEM** - the District shall only grant permission for use of any sound amplification system when each of the following findings can be made:

- (a) The individual or organization seeking permission for use of a sound amplification system must file, with the District, a facility usage permit request for the facility in which use of the sound amplification system is requested.
- (b) The sound amplification system proposed will not unduly inconvenience or disturb neighboring properties or other recreation and parks system facility users.
- (c) The maximum noise from use of the sound amplification system complies with Humboldt County's Noise Regulations.
- (d) The use for which permission is sought complies with the use established for the facility or area requested.



For those events at which sound amplification systems are utilized, the following requirements shall also be required:

- (a) A District supervisor will be assigned to be present throughout the event.

**Rule 45.08. SALE OR SERVICE OF ALCOHOLIC BEVERAGES** - the District shall only grant permission for sale or service of alcoholic beverages when each of the following findings can be made:

- (a) The individual or organization seeking permission for sale or service of alcoholic beverages must file, with the District, a facility usage permit request for the facility in which the sale of alcoholic beverages is requested;
- (b) If applicable, the individual or organization seeking permission has a valid permit from the Alcohol Beverages Commission to sell alcohol;
- (c) If applicable, the individual or organization seeking permission has secured outside security services;
- (d) The use for which permission is sought complies with the use established for the facility or area requested.

For those events at which alcohol is served or sold, the following requirements shall also be required:

- (a) A District supervisor will be assigned to be present throughout the event;
- (b) Facilities will not be rented for events at which the consumption of alcoholic beverages will be a principal activity.

The Recreation Director has the authority to impose additional conditions as a requirement for issuance of a fully executed Special Event Reservation Form and Permit or Community Event Reservation Application and Permit.

**Rule 45.09. USE OF DISTRICT-OWNED EQUIPMENT** - the District shall make available to individuals or organizations recreation-related equipment, which can be utilized for outdoor use. District shall only grant permission for use of District-owned equipment when each of the following findings can be made:

- (a) The individual or organization seeking permission for use of District-owned equipment must be requesting said equipment in conjunction with an event at a District facility which is being sponsored by the individual or organization;
- (b) The Individual or organization must file, with the District, a facility usage permit request for the facility in which the equipment will be utilized;
- (c) The requested equipment is available during the period for which use of the equipment is requested;
- (d) The individual or organization requesting use of MCSD-owned equipment furnishes the District with appropriate liability coverage.

**Rule 45.10. APPEALS** - an appeal of the action of District staff on any Facility Use Permit pursuant to this regulation must be in writing and filed by or on behalf of the individual or organization seeking the facility usage permit, within (10) days after the action of District staff on the facility usage permit request. The appeal shall set forth in detail the factual and legal basis of the appeal. The Board of Directors shall consider and act on the appeal within forty-five (45) days after the appeal is filed. The individual or organization



filing the appeal shall be entitled to submit oral or written evidence to the Board in support of the appeal. Action of the Board of Directors on the appeal shall be final.

## **REGULATION 46 - ENFORCEMENT**

**Rule 46.01. VIOLATIONS** - any violation of these rules and regulations relating to the use of District facilities located within the recreation and parks system is a misdemeanor, punishable by law.

## **REGULATION 47 - HILLER SPORTS SITE DEVELOPMENT, MANAGEMENT AND SCHEDULING COMMITTEE**

**Rule 47.01. MEMBERSHIP** - the McKinleyville Community Services District Hiller Sports Site Development, Management and Scheduling Committee shall consist of members described below whom shall serve without compensation selected as follows:

- (a) Committee size shall be determined by the number of local sports organizations having and maintaining a current Hiller Sports Site Development, Funding, Maintenance, and Use Agreement with District who nominate a member to the Committee and an additional member shall be from the District's Recreation Advisory Committee and an additional member shall be appointed to the Committee by the Board which member shall be of the general public.

**Rule 47.02. APPOINTMENT** - the committee members shall be appointed as follows:

- (a) All local sports organizations with a valid and current IRS non-profit identification number and who have and maintain a current Hiller Sports Site Development, Funding, Maintenance and Use Agreement with District are invited to nominate one member and one alternate member to the Committee. Such nominations shall be made in writing to the Director of Parks and Recreation. Recommendations for appointment shall be made by the Committee to the Recreation Advisory Committee who shall in turn recommend nominees to the District's Board of Directors. Appointment shall be made by the District's Board of Directors.
- (b) One member shall be a member of the Recreation Advisory Committee. Recommendations for appointment shall be made by the Recreation Advisory Committee. Appointment shall be made by the District's Board of Directors.
- (c) One member shall be a member of the general public who is a resident elector of the District and who shall hold no official office with any local sports organization desiring to offer programs at the Hiller Sports Site. Such member shall be nominated by the Committee who shall forward a recommendation to the Recreation Advisory Committee who shall in turn forward a recommendation to the District's Board of Directors. Appointment shall be made by the District's Board of Directors.

**Rule 47.03. MEMBER QUALIFICATIONS** - each member shall meet one of the criteria named above in Rule 47.02.

**Rule 47.04. TERMS OF OFFICE** - the Committee members shall serve terms as follows:

- (a) Appointment of the Recreation Advisory Committee member representative of Committee and member of the general public to the Committee shall be for a term of two (2) years. Such members may be re-appointed to successive terms.
- (b) Terms of other members shall be for a term of one (1) year. Such members may be re-appointed to successive terms.
- (c) The annual expiration date of each term shall be January 31st.

**Rule 47.05. REMOVAL** - members of the Committee may be removed by a majority vote of the District Board of Directors.

**Rule 47.06. ABSENCES** - if any member of the Committee is absent without prior notification to the Director of Parks and Recreation for two (2) regular consecutive meetings, the Director of Parks and Recreation shall certify that fact to the organization for whom the individual is a representative and to the District's Board of Directors. The District's Board of Directors shall thereafter declare the position on the Committee to be vacant and proceed to fill the position as outlined in 47.02. Should the vacated position have a designated alternate, said alternate shall be appointed to full membership status. The organization of which the alternate is a member shall be authorized to nominate a designated alternate.

**Rule 47.07. ELECTION OF OFFICERS** - the Committee shall, as soon as practicable, after the time of the annual appointment of a member or members to such Committee, elect its' officers. No member shall hold the same office for more than two (2) consecutive years.

**Rule 47.08. OFFICERS** - the member of the Committee who is a representative of the District's Recreation Advisory Committee shall be designated as Chairperson of the Committee. The member of the Committee who is a representative of the general public shall be designated as Vice-Chairperson.

**Rule 47.09. RECORDS** - written records of all proceedings, findings, determinations, and transactions shall be kept, which record shall be a public record and a copy of which record shall be filed with the District's secretary.

**Rule 47.10. POWERS AND DUTIES** - the Committee shall have the power and duty to serve in an advisory capacity to the District's Recreation Advisory Committee and the Board of Directors in all matters pertaining to the development, scheduling, maintenance, and use of the Hiller Sports site.

**MCKINLEYVILLE COMMUNITY SERVICES DISTRICT**  
**Hiller Sports Site Master Facility Fee Schedule**

**Facility Use Fees**

<u>Turf Field Use</u> .....	\$28/hour per field
<u>Baseball Field Use</u> .....	\$28/hour per field
<u>Baseball Field Use (Youth groups)</u> .....	\$14/hour per field
<u>Softball Field Use</u> .....	\$28/hour per field
<u>Softball Field Use (Youth groups)</u> .....	\$14/hour per field

**Baseball/Softball Tournament Use**

50% reduction from regular hourly rates. Tournaments must have a minimum of 4 teams and 8 hours of continuous play per day.

**Additional Fees**

<u>Field Preparation- Ballfields</u> .....	\$35/hour per field
<u>Field Preparation- Turf Areas</u> .....	\$35/hour per field
<u>Concession Stand Use- Regular weekdays</u> .....	\$10/day
<u>Concession Stand Use- Regular weekends</u> .....	\$25/day
<u>Concession Stand Use- Tournaments</u> .....	\$25/day
<u>Insurance (if provided by District)</u> .....	Variable
<u>Facility Usage Deposit</u> .....	Variable

# MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

## Department of Parks & Recreation Department

### OPERATION & MAINTENANCE RESPONSIBILITIES HILLER SPORTS COMPLEX

The following information specifies Operation & Maintenance responsibilities performed by McKinleyville Little League (ORGANIZATION) for the season as defined by the McKinleyville Community Services District's (MCSD) Facility Use Agreement Contract:

1. **Ball Diamond Preparation, Maintenance & Safety Seminar:**
  - a. Prior to the start of the season, designated ORGANIZATION representative(s) involved with field maintenance must attend a 1-hour Ball Diamond Preparation Maintenance & Safety Seminar with MCSD staff.
  
2. **In-Kind Field Maintenance:**
  - a. Any field maintenance performed by ORGANIZATION representatives must be pre-approved in writing by the DISTRICT in order to be considered as "in-kind labor" for credit towards facility use fees.
    - i. Any maintenance done without pre-approval from the DISTRICT will not be eligible for credit.
  
3. **Field Preparation:**
  - a. All field preparation will be the responsibility of ORGANIZATION.
  - b. If necessary ORGANIZATION may request MCSD to prep ball fields for a fee.
  
4. **Field Repairs:** (See section 9.2. of the Facility Use Agreement.)
  - a. ORGANIZATION shall be held responsible for all damage or vandalism to District facilities occurring during ORGANIZATION's use of the facilities.
  - b. Upon notification by MCSD, ORGANIZATION is responsible to repair all damages immediately, or within a schedule approved by MCSD.
  - c. If ORGANIZATION is unable or unwilling to repair the damages, MCSD reserves the right to make the necessary repairs and bill ORGANIZATION for all costs.
  - d. Damaged or unsafe fields shall be unavailable for use until repairs are completed.
  
5. **Grounds, Daily Restroom & Parking Lot Cleanup:**
  - a. ORGANIZATION agrees to clean grounds and to monitor, patrol, and keep the bathrooms and parking lot clean during their usage.
  - b. Grounds are to include the sports fields, sidewalks surrounding the concession area, under the bleachers, and the sidewalk pathway leading to the parking lot.
    - i. Cleaning of grounds is to include:
      1. Trash pick-up and disposal (*\*NOTE: the dumpster on site at HSS is owned by McKinleyville Little League and may not be available for use by other Organizations utilizing Hiller Sports Site*)
      2. Sweeping of bark and mulch back into landscape areas
  - c. Restroom cleaning shall include sweeping garbage and debris from floors, stocking supplies as necessary, and removing garbage.
  - d. If multiple organizations are using Hiller Sports Site simultaneously all organizations shall share the burden of clean-up. DISTRICT will develop a schedule for grounds clean-up responsibility, based upon percentage of field use each week.
    - i. Each Organization will be required to ensure clean-up is completed on the dates assigned to the Organization for clean-up by the DISTRICT. If ORGANIZATION wishes to purchase clean-up services from the DISTRICT

they may do so by requesting those services in advance of their scheduled dates of responsibility.

1. The labor rate for clean-up services is \$35 per hour. ORGANIZATIONS will be charged a minimum of 1 hour for services provided on any given day, but will be billed for the total time required to complete clean-up of grounds and restrooms as documented by Maintenance staff.

**6. General Cleanup of the Concession Stand:**

- a. ORGANIZATION agrees to keep the Concession Stands clean, sanitary, and up to the County Health Department standards at all times.
- b. MCSD reserves the right to inspect the Concession Stands without notice.

**7. Overflow Parking:**

- a. ORGANIZATION agrees to notify MCSD of any events requiring usage of the overflow parking area.

**8. Trash Disposal:**

- a. ORGANIZATION agrees to remove all trash bags from inside the sports complex at the end of each day of use.
  - i. Should MCSD staff be required to haul garbage from the Hiller Sports Complex following ORGANIZATION'S use, ORGANIZATION will be billed for the cost of labor and cost of dumping.
- b. No trash bags shall be left in any portion of the Concessions/Storage/Restrooms building.

**9. Supervision of Children:**

- a. ORGANIZATION agrees to notify all coaches and parents and require proper supervision at all times of all children (players and spectators) inside Hiller Sports Complex.
- b. ORGANIZATION agrees to pay for all damages and vandalism caused from unsupervised children during ORGANIZATION field usage.

**10. Rain Cancellations:**

- a. ORGANIZATION agrees to comply with MCSD guidelines regarding cancellation of fields due to unsafe conditions and/or inclement weather. (See exhibit E in the Facility Use Agreement Contract.)

## **MCKINLEYVILLE COMMUNITY SERVICES DISTRICT Parks & Recreation Department**

### **Guidelines for Cancellation of Activity on MCSD Athletic Fields**

Due to inclement weather and poor field conditions, the McKinleyville Parks & Recreation Department reserves the right to deny an athletic activity or event from playing on an MCSD field. The two (2) main purposes of these guidelines are to ensure the safety of the participants and to prevent MCSD fields from getting abused and destroyed when the turf is vulnerable. Any MCSD employee or designated person may deny use of a field and/or require an activity to stop.

#### **Examples of conditions that require cancellation of an athletic activity:**

- Standing puddles of water on the field
- Footing is unsure and slippery
- Ground is water logged and “squishy”
- Grass can be pulled out of ground easily
- Lightning
- Severe weather storms

When games are played on fields with poor and/or unsafe conditions, it often causes irreversible damages to the field. If this occurs, it can take months and in some cases years to get the field back into quality playing condition.

#### **Teams and/or leagues that refuse to follow these MCSD guidelines on Field Cancellations will be subject to the following disciplinary action:**

1. **First Offense:**  
Written warning to team and President of the Organization.
2. **Second Offense:**  
One week suspension of the team or organization from practicing on fields.
3. **Third Offense:**  
Forfeiture of a team’s privilege to either practice or play games on MCSD fields for the remainder of the season.

**HILLER SPORTS SITE**  
**In-Kind Labor and/or Materials Criteria**  
**for Receiving Credit towards Facility Use Fees**

Requests to provide in-kind labor or materials in exchange for credit towards facility use fees, **MUST** be made in writing and **MUST** be pre-approved in writing by DISTRICT staff. In-kind labor exchange will only be considered for necessary (as deemed by DISTRICT staff) field and facility maintenance currently performed by DISTRICT staff. Any work performed by ORGANIZATION representatives or volunteers prior to or without written approval from designated DISTRICT staff will not be considered for credit of any kind.

In-kind material donation exchange will only be considered for necessary (as deemed by DISTRICT staff) materials that would otherwise be purchased by the DISTRICT for use at the Hiller Sports Complex.

- 1) In Kind Labor request proposals must include:
  - a. Description of the labor to be performed
  - b. Estimated number of labor hours required to perform the work
    - i. District reserves the right to determine the amount of credit granted for labor hours based on the equivalent time that DISTRICT staff would have spent on the same task.
- 2) In Kind Material Donation request proposals must include:
  - a. Description of the dollar value of the material being donated
    - i. DISTRICT reserves the right to determine the amount of credit granted for material donations based on the amount the DISTRICT would have spent on the necessary material.
  - b. Name of the business from which the material is being purchased or donated.
  - c. Name and contact information of the individual making the donation on behalf of the ORGANIZATION.

## HILLER SPORTS SITE

### *"In Kind Work" & Field Modification Request Form*

This form must be submitted and approved by an authorized MCSD representative prior to any projects being completed by any user group at Hiller Sports Complex.

ORGANIZATION: \_\_\_\_\_

NAME OF REPRESENTATIVE: \_\_\_\_\_

PHONE: \_\_\_\_\_ DATE OF REQUEST: \_\_\_\_\_

PROJECT: \_\_\_\_\_

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PROJECT TIMELINE: \_\_\_\_\_

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SIGNATURE OF ORG. REPRESENTATIVE: \_\_\_\_\_

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#### FOR DISTRICT USE ONLY

PROJECT APPROVED: _____	PROJECT DENIED: _____
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MCSD REPRESENTATIVE: \_\_\_\_\_ DATE: \_\_\_\_\_

NOTES FROM MCSD: \_\_\_\_\_

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SIGNATURE OF MCSD REPRESENTATIVE: \_\_\_\_\_



# McKinleyville Community Services District

## BOARD OF DIRECTORS

March 1, 2017

TYPE OF ITEM: **ACTION**

**ITEM: D.5**                      **Consider Approval of Hiller Sports Complex Facility Use Agreement Contract with Humboldt Amateur Softball Association (ASA)**

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

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

### **Recommendation:**

Staff recommends that the Board approve the 2017 Facility Use Agreement Contract for Humboldt ASA Softball and authorize the Board Vice President to sign the contract and supplement.

### **Discussion:**

Humboldt ASA Softball has requested the use of Hiller Sports Complex (HSC) for the spring, summer and fall of 2017. The District requires organizations using HSC annually to complete and sign a Facility Use Agreement Contract prior to the start of their season.

Attached, please find a copy of the 2017 Facility Use Agreement for the organization.

Complete Facility Use Agreement Contracts with attachments are available at the District Office for any Board member or member of the public who would like to review them.

### **Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

### **Fiscal Analysis:**

In November 2016, the MCSD Board set a fee schedule for HSC of \$14.00 per hour for all youth sports organizations. That fee includes a portion of the cost of turf maintenance, and janitorial supplies used at the site. Organizations are responsible for shared cleaning of the facility (restrooms, bleachers, parking lot, etc.) based on their percentage of use.

Each organization will also be charged for the cost of re-keying the facility and a percentage of utilities (propane & PG&E) at the end of the season. These percentages are based on field usage.

Each user group is responsible for cleaning their own dugouts and bleacher areas after each use.

### **Environmental Requirements:**

Not applicable

### **Exhibits/Attachments:**

- Attachment 1 – Humboldt ASA Softball Agreement

# MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

## *HILLER SPORTS COMPLEX FACILITY USE AGREEMENT*

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This HILLER SPORTS COMPLEX FACILITY USE AGREEMENT (this “AGREEMENT”), is made and entered into this 1<sup>st</sup> day of March 2017, by and between the McKinleyville Community Services District (DISTRICT), a Community Services District formed under the laws of the State of California, and the Humboldt ASA Softball (ORGANIZATION), a non-profit youth sports organization, reference to the following facts, which are acknowledged as true and correct by each of the parties:

### **Recitals**

- (a) DISTRICT is the owner of Hiller Sports Complex located at 880 Columbus Road in McKinleyville; and
- (b) DISTRICT desires to maximize financial self-sufficiency of the maintenance of Hiller Sports Complex; and
- (c) DISTRICT desires to maximize community access to recreation programs at Hiller Sports Complex; and
- (d) ORGANIZATION desires to offer recreation programs to the community at Hiller Sports Complex; and
- (e) ORGANIZATION proposes to operate recreation programs, in accordance with the terms and conditions of this AGREEMENT, which supersedes all other previous documents; and
- (f) ORGANIZATION and DISTRICT each desire to secure and enter into an AGREEMENT in accordance with the foregoing; and
- (g) The documents which are part of the AGREEMENT, and each of which are incorporated herein by this reference as though full, are the following:
  - 1. Cover Page: Facility Use AGREEMENT
  - 2. Exhibit A: Hiller Sports Complex Map
  - 3. Exhibit B: Article IV – Rules and Regulations
  - 4. Exhibit C: Hiller Sports Complex Master Facility Fee Schedule
  - 5. Exhibit D: Operation & Maintenance Responsibilities
  - 6. Exhibit E: Guidelines for Field Cancellations
  - 7. Exhibit F: “In Kind Work” & Field Modification Request Form

## **Definitions**

As used in this AGREEMENT, the following terms shall have the following definitions:

1. "AGREEMENT" shall mean Hiller Sports Complex Facility Use AGREEMENT.
2. "DISTRICT" shall mean the McKinleyville Community Services District.
3. "ORGANIZATION" shall mean Humboldt ASA Softball .
4. "Hiller Sports Complex" shall mean the nineteen-acre parcel of property located at 880 Columbus Road on the east side of the entry way into Hiller Park. Such property contains two (2) little league fields, a regulation softball field, a practice softball field, a Senior League baseball field, two collegiate size soccer fields, batting cages, concession stand, restrooms, bleachers, drinking fountains, walkways, and a parking lot.
5. "Recreation Advisory Committee" shall be the said committee operating under the jurisdiction of the McKinleyville Community Services District Board of Directors.
6. "Facility Use Request" shall mean all periods of time, including practices, games, assessment days, tournaments, etc., for which a party desires to utilize Hiller Sports Complex and requested via the DISTRICT Hiller Sports Complex Facility Use Reservation Form.
7. "Facility Use Schedule" shall mean the most current schedule for use of Hiller Sports Complex.
8. "Board of Directors" shall mean the five members of the McKinleyville Community Service District Board of Directors.
9. "Recreation Director" shall mean the individual employed in said position with the McKinleyville Community Services District.
10. "Article IV- Rules and Regulations" shall mean the portion of the document containing the Rules and Regulations of the McKinleyville Community Services District as adopted by the Board of Directors.

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

## **AGREEMENT**

### **Section 1. Facility Development**

The DISTRICT and ORGANIZATION agree to collaborate, assist, and support one another and individual efforts in maintaining Hiller Sports Complex.

### **Section 2. Grant of Field Use**

- 2.1 Grant of Use. The DISTRICT grants the ORGANIZATION field use for recreational and sports activities at Hiller Sports Complex. ORGANIZATION shall be responsible for: (a)

setup of Hiller Sports Complex for ORGANIZATION's use, unless otherwise specified; (b) storing any equipment following ORGANIZATION's use; and (c) restoring Hiller Sports Complex to the appropriate condition as found prior to ORGANIZATION's use. ORGANIZATION shall not utilize Hiller Sports Complex prior to the start of the contracted time set forth in the most current Facility Use Schedule and shall vacate the playing area by the end of the contracted time set forth in said schedule.

- 2.2 Facility Use Schedule. ORGANIZATION shall provide DISTRICT with ORGANIZATION's most current field use schedule including team names, coaches/managers & names of individuals to contact in the case of game cancellations; list of official representatives of the organization; game, practice, tournament dates and times; and other scheduled use.
- 2.3 Cancellation. Provided cancellation of use by inclement weather or other unforeseen conditions, DISTRICT shall endeavor to make the decision of said cancellation by 3:00 p.m. of the day for which cancellation shall take place.
- 2.4 Additional Field Use Request. Provided cancellation of use by inclement weather or other unforeseen conditions, ORGANIZATION must notify the DISTRICT of said cancellation and request of additional field use (if needed) within twenty-four (24) hours. DISTRICT shall be responsible to administer and coordinate all additional facility use requests provided such requests do not conflict with the most current Facility Use Schedule of other approved users.
- 2.5. Access  
DISTRICT shall provide the ORGANIZATION with one (1) set of keys to Hiller Sports Complex. It is the responsibility of the ORGANIZATION to produce copies and issue keys.

### **Section 3. Scheduling of Facility**

- 3.1 Site Development, Management and Scheduling:  
All development, scheduling, maintenance, and use of Hiller Sports Complex shall be coordinated with the Recreation Director.
- 3.2 Facility Use Requests  
ORGANIZATION is responsible to submit a District Facility Use Reservation Form to the Recreation Director. The Recreation Director shall compile a draft Facility Use Schedule resulting from such requests. Parties currently having and maintaining an AGREEMENT with DISTRICT shall be designated for priority use when said schedule is drafted. The draft Facility Use Schedule shall delineate any dates and times with facility scheduling conflicts. The Recreation Director shall be charged with resolving any scheduling conflicts, in his or her discretion.  
  
ORGANIZATION shall have first priority of Softball Field 3 based on schedules submitted in advance to MCSD, from March 15 through July 15.

3.3 Facility Use Scheduling Protests

ORGANIZATION and those parties granted facility use by the DISTRICT shall retain the right to protest the facility use. For all protests, refer to Section 16: Resolution of Disputes.

**Section 4. Operational Standards**

4.1 Conduct and Disorderly Persons

ORGANIZATION agrees to uphold and remain in compliance, at all times, with the current rules and regulations of the recreation and park system as established by the DISTRICT and outlined in Article IV of the DISTRICT's Rules and Regulations.

4.2 Staffing

ORGANIZATION agrees to ensure that an official representative(s) of ORGANIZATION shall be present at all times and shall be responsible for overseeing all use at all times on those dates and times for which use of Hiller Sports Complex is being conducted by ORGANIZATION.

4.3 Equipment and Supplies Storage

Storage of ORGANIZATION's equipment at Hiller Sports Complex shall be at the DISTRICT'S approval and at the ORGANIZATION's sole risk, DISTRICT will not warrant security of stored materials. ORGANIZATION shall unilaterally bear all risks of loss, theft, damage and other casualty incidental to using and/or storing equipment at the Hiller Sports Complex, and will indemnify and defend the DISTRICT from and against all losses arising out of using and/or storing equipment at the Hiller Sports Complex.

4.4 Safety

ORGANIZATION agrees to comply with the DISTRICT's established facility use guidelines, as defined in Article IV of the DISTRICT's Rules and Regulations and attached as Exhibit B, and incorporated by reference herein.

4.5 Use of Equipment

ORGANIZATION agrees not to use equipment owned by others and stored at Hiller Sports Complex without first obtaining written approval from the owner of said equipment. A copy of written approval must be provided to the DISTRICT.

ORGANIZATION agrees not to remove or replace equipment provided at Hiller Sports Complex by DISTRICT without the prior written consent of the Recreation Director.

4.6 Entry by DISTRICT

ORGANIZATION shall permit DISTRICT, and DISTRICT's agents and assigns, at all reasonable times, to enter the premises, for the purposes of inspection, compliance with the terms of this AGREEMENT, exercise of all rights under this AGREEMENT, posting notices, and all other lawful purposes.

- 4.7 Environmental Sensitivity  
ORGANIZATION agrees that all use by ORGANIZATION shall be conducted in a manner within the intended use of Hiller Sports Complex and with respect to the surrounding neighborhood and community. ORGANIZATION shall abide by all rules and regulations established by the DISTRICT stating that the use of pesticides, herbicides and related products at the Hiller Sports Complex and surrounding areas are strictly prohibited.
- 4.8 Equal Opportunity and Non-Discrimination Clause  
ORGANIZATION shall not discriminate in its offering of programs at Hiller Sports Complex and all duties related to such offering on the basis of race, color, national origin, religious creed, ancestry, sex, age, or physical handicap and shall comply with all applicable state and federal statutes and regulations prohibiting discriminatory practices and/or conduct.
- 4.9 Americans with Disabilities Act Compliance  
DISTRICT shall indemnify, defend, and hold harmless ORGANIZATION from any fines or penalties which may be imposed upon it pursuant to the Americans with Disabilities Act as a result of DISTRICT's failure to make any required improvements to the premises as required by the Americans with Disabilities Act.  
  
ORGANIZATION shall be responsible for compliance with any and all requirements of the Americans with Disabilities Act with respect to the operation of recreation programs for which ORGANIZATION is responsible. ORGANIZATION shall indemnify, defend, and hold harmless DISTRICT from and against any and all claims, causes of action, damages, fines and/or penalties pursuant to the Americans with Disabilities Act arising, in whole or in part, as a result of the ORGANIZATION's failure or alleged failure to comply with any requirements of the Americans with Disabilities Act with respect to operation of recreation programs which ORGANIZATION is responsible.
- 4.10. Compliance with Law  
ORGANIZATION and DISTRICT shall comply with and conform to all laws and regulations, state and federal, and any and all requirements and orders of any state or federal board or authority, present or future, in any way relating to the condition or use of Hiller Sports Complex throughout the entire term of this AGREEMENT.
- 4.11. District Coordination  
DISTRICT shall employ a Recreation Director who shall be the primary contact person with the ORGANIZATION.

## **Section 5. Prohibited Actions**

ORGANIZATION shall not:

- a) Use of Hiller Sports Complex for any purpose other than as authorized in this AGREEMENT and as authorized in the most current Facility Use Schedule; or
- b) Do or permit to be done anything which may interfere with the effectiveness or accessibility of Hiller Sports Complex, nor do or permit to be done anything which may interfere with free access and passage in Hiller Sports Complex or the public areas

adjacent thereto, or in the streets or trails adjoining Hiller Sports Complex, or hinder police, fire fighting, or other emergency personnel in the discharge of their duties; or

- c) Interfere with the public's enjoyment and use of Hiller Sports Complex for any purpose which is not essential to public safety; or
- d) Rent, sell, lease, or offer any space for any articles whatsoever within or on Hiller Sports Complex without the written consent of the DISTRICT; or
- e) Place any additional lock of any kind upon any door, cabinet, or storage bin, unless a key therefore is provided to the DISTRICT, and upon expiration or termination of this AGREEMENT; or
- f) Erect, construct, or place any permanent structure upon any portion of the premises without written authorization from DISTRICT; or
- g) Use or allow Hiller Sports Complex to be used for any improper or unlawful purposes or for purposes in violation of Article IV of the McKinleyville Community Services District's Rules and Regulations; or
- h) Allow vehicles access to the concession area via the 10-foot sidewalk driveway access point except for loading and unloading only. The sidewalk driveway area must be kept clear for access to emergency vehicles. All vehicles must park in the parking area.

## **Section 6. Insurance**

### **6.1. Minimum Scope**

ORGANIZATION shall obtain and maintain throughout the term of this AGREEMENT, at ORGANIZATION's cost, comprehensive general public liability insurance issued by insurance carriers acceptable to DISTRICT naming the ORGANIZATION as insured and the DISTRICT as an additional insured against any injuries or damages to persons or property caused by or arising out of ORGANIZATION's occupation and use of Hiller Sports Complex under this AGREEMENT in amounts of not less \$1,000,000.00 for any individual claimant and \$2,000,000.00 per occurrence.

### **6.2. Proof of Insurance**

ORGANIZATION shall cause DISTRICT to be given written notification, prior to the commencement of this AGREEMENT, from the insurance carrier of the existence of such policies and shall provide a certificate of insurance and separate endorsement in the amounts listed in 6.1 prior to the inception of the term which shall provide that coverage provided by the policy shall not be canceled or amended until the DISTRICT is first provided with at least thirty (30) days written notice concerning such cancellation or notice.



## **Section 7. Hold Harmless, Indemnity and Release Forms**

### **7.1. Hold Harmless and Indemnity**

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

### **7.2. Participant Liability Release Forms**

ORGANIZATION shall provide to DISTRICT a master copy of the liability release form used for ORGANIZATION's program defending, indemnifying, and holding harmless, DISTRICT, its officers, agents, assigns, and employees from and against any and all suits, actions and causes of action, claims, liens, demands, obligations, proceedings, loss or liability of every kind and nature whatsoever, for death or injury to any person including DISTRICT's officers, agents, assigns, and employees, or damage or destruction of any property of either party hereto or of third parties arising out of or in any manner by reason of, or incident to, the program or programs sponsored by ORGANIZATION and conducted at the Hiller Sports Complex.

## **Section 8. Utilities**

### **8.1. Water**

The DISTRICT shall be responsible for all water and sewer related expenses at the site.

### **8.2. Gas and Electric**

ORGANIZATION shall be required to pay a fee based on gas and electrical use for the concession stand, low site lighting, and/or any other type of sporting equipment, which utilizes electricity. This cost will be remitted at the end of the season, based on a percentage of field use.

## **Section 9. Maintenance**

### **9.1 Ongoing Facility Maintenance**

DISTRICT shall provide for all ongoing maintenance of Hiller Sports Complex. ORGANIZATION shall be required to pay a fee based on expenses related to ongoing maintenance as approved by the MCSD Board of Directors. ORGANIZATION may be allowed to decrease their portion of the maintenance fee through the use of in-kind labor or materials that assists with maintenance of the site within the scope of the DISTRICT's maintenance plan or Capital Improvement Plan for the site. Financial credit for approved in kind donation of labor or materials shall be granted only for labor or



donations completed for facility maintenance as per the required steps outlined in Exhibit F. Credit shall not be granted for volunteer labor or materials pertaining to field preparation for games. DISTRICT shall assign specific financial value to one volunteer labor hour and or donated materials based on the value of cost saved in DISTRICT paid labor and/or materials. DISTRICT shall base ORGANIZATION's field use fees on the total financial value of approved in-kind labor and/or materials subtracted from the total financial value of site use. The financial value of in-kind labor or material donations, if in excess of the total field use fee, is not allowed to be placed as a credit toward future facility use.

Should ORGANIZATION perform in-kind labor, all said volunteers must attend a facility maintenance orientation seminar. Designated ORGANIZATION representative must attend a facility maintenance orientation seminar organized and presented by DISTRICT staff. In addition, ORGANIZATION's designated representative must attend facility maintenance meetings as arranged by the DISTRICT.

Furthermore, said volunteers of ORGANIZATION are not to be considered volunteers or employees of DISTRICT.

ORGANIZATION agrees to perform general maintenance of the field site, including but not limited to, field preparation before games, grounds cleanup, restroom cleanup, re-stocking janitorial supplies, general cleanup of the concession stand & parking lot, and trash disposal. These operation and maintenance responsibilities are further explained in Exhibit D, and will not be considered as in-kind labor for the purposes of reducing fees for field and concession use during the period of March 15 through July 15, 2017

#### 9.2. Facility Damages and Repairs

The ORGANIZATION shall be held responsible for all damage or vandalism to District facilities occurring during the ORGANIZATION'S use of the facilities. Upon notification by the DISTRICT, the ORGANIZATION is responsible to repair all damages immediately, or within a schedule approved by the DISTRICT. If ORGANIZATION is unable or unwilling to repair damage immediately, the DISTRICT reserves the right to make the necessary repairs and bill ORGANIZATION for all costs. The ORGANIZATION is responsible to reimburse the DISTRICT within thirty days (30) of presentation of the bill. Exception: The concession and snack bar area is the sole responsibility of the ORGANIZATION during the entire period of this AGREEMENT. Repair of any and all damage occurring to the concession stand during the AGREEMENT period is the sole responsibility of the ORGANIZATION.

Damaged and unsafe fields shall be unavailable for use until repairs are completed. The assignment of other fields during such time is at the discretion of the DISTRICT.

#### 9.3. Site Improvements

Any ORGANIZATION desiring to perform site improvements must first obtain written approval from the DISTRICT for such improvements and pay for all costs related to approved improvements.

It is understood and agreed between the parties that all installations, additions, and improvements erected or installed at any time at Hiller Sports Complex during the term of this AGREEMENT shall immediately become the property of and belong to the

DISTRICT upon such erection or installation; provided, however, this provision does not apply to participant playing equipment and concession equipment installed and belonging to ORGANIZATION. ORGANIZATION must remove all participant playing equipment and concession equipment prior to the expiration or other termination of this AGREEMENT. Any portion of the premises affected by removal shall be immediately restored and repaired.

## **Section 10. Purchasing**

- 10.1 DISTRICT shall have the responsibility to purchase all grounds maintenance and field preparation supplies needed to maintain Hiller Sports Complex.
- 10.2 ORGANIZATION shall be fully responsible for all expenses related to purchase of all supplies needed to operate the programs including supplies needed for field preparation, should ORGANIZATION choose to prepare fields for their use, and of any supplies needed for operations conducted in the concession stand.

## **Section 11. Sales**

### **11.1. Participant Registration**

ORGANIZATION shall be allowed to retain all revenue related to participant registration fees.

DISTRICT shall provide space for applications and flyers provided by ORGANIZATION at DISTRICT's office and at the McKinleyville Activity Center. DISTRICT shall not otherwise register applicants or provide directions regarding ORGANIZATION's program.

ORGANIZATION shall be responsible for promotion and sale of ORGANIZATION's program to customers. Upon provision by ORGANIZATION, DISTRICT shall provide copies of flyers and promotional materials to customers.

### **11.2. Advertising**

DISTRICT recognizes the importance of advertising revenue to ORGANIZATION and desires to afford ORGANIZATION opportunities to obtain revenue for support of ORGANIZATION's program. However, ORGANIZATION shall first obtain written permission from DISTRICT and allow DISTRICT to review any such advertising prior to installation, placement, distribution, or maintenance of any type of advertising or AGREEMENT with any other vendor involving promotion or advertising of their products or services on and at Hiller Sports Complex. All such advertising placed in accordance with the aforementioned must be removed upon the conclusion of ORGANIZATION's program at a time agreed to by both parties.

### **11.3. Concessions**

ORGANIZATION shall be allowed to retain all proceeds related to operation of a concession stand during granted facility use hours provided concession use fees are paid in full.

Approval for requests for use of the concession stand by ORGANIZATION will be granted only when said request is concurrent with the most current facility use schedule

as approved. ORGANIZATION shall not utilize the concession stand prior to the start of the contracted time set forth in the most current facility use schedule and shall vacate the concession stand by the end of the contracted time set forth in said schedule.

Upon issuance of the most current Facility Use Schedule and concession stand use request approvals, should additional concession stand use be available during scheduled events, those ORGANIZATION's having and maintaining a current AGREEMENT with DISTRICT shall be given priority for additional concession stand use requests. Such requests will be awarded on a first come, first serve basis.

## **Section 12. Licenses and Permits**

- 12.1 ORGANIZATION shall apply for, obtain, and maintain all licenses, permits, and other accreditations required in connection with the management and operation of programs, site improvements as approved per 9.3., and as needed for development of the facility. ORGANIZATION shall be responsible to pay the cost of all such licenses and permits.

## **Section 13. Unavoidable Delays**

- 13.1 The provisions of this Section shall be applicable if there shall occur, during the term of this AGREEMENT, any (a) inability to obtain labor or materials, or reasonable substitutes (other than lack of funds); or (b) acts of God, governmental restrictions, regulations or controls, enemy or hostile government, civil commotion, fire, or other casualty; or (c) other conditions similar to those enumerated in this Section beyond the reasonable control of the party obligated to perform (other than lack of funds). If DISTRICT or ORGANIZATION shall, as the result of any of the above-described events, fail to provide or to perform any obligation on its part under this AGREEMENT, then upon written notification to the other within ten (10) days of such event, such failure shall be excused and not be a breach of this AGREEMENT by the party claiming unavoidable delay, but only to the extent occasioned by such event. Notwithstanding anything contained herein to the contrary, this Section shall not be applicable to the obligation of the DISTRICT or ORGANIZATION to pay any sums, monies, costs, charges, or expenses required paid pursuant to the terms of this AGREEMENT, or to fulfill any hold harmless and/or indemnity obligations created by Section 7.1 or elsewhere in this AGREEMENT.

## **Section 14. Amendments and Assignments**

- 14.1 This AGREEMENT contains the complete and final AGREEMENT between the DISTRICT and the ORGANIZATION. No AGREEMENT or other understanding in any way purporting to modify, add to, or supersede the terms and conditions hereof shall be binding upon either party unless made in writing and duly executed by authorized representatives.
- 14.2 This AGREEMENT may not be assigned or transferred, in whole or in part, by ORGANIZATION without first obtaining the written consent of DISTRICT which may be withheld, for any reason, in the DISTRICT's sole discretion.

## **Section 15. Taxes**

- 15.1 ORGANIZATION shall be solely responsible for the payment when due of any possessory interest or other unsecured tax levied by any governmental authority with respect to the use and occupancy of Hiller Sports Complex by ORGANIZATION.

## **Section 16. Resolution of Disputes**

### **16.1. Process for Resolution**

Any dispute arising under the terms of this AGREEMENT, which is not resolved within a reasonable period of time by authorized representatives of the DISTRICT and the ORGANIZATION shall be brought to the attention of the General Manager (or designated representative) of the DISTRICT and the Board President (or designated representative) of the ORGANIZATION for joint resolution.

If joint resolution of the dispute through these means is pursued without success, ORGANIZATION shall seek to resolve the dispute by filing a written grievance with the General Manager (or designated representative). Upon receipt of a written grievance, the General Manager (or designated representative) shall research and investigate the grievance and set an agenda item for the next DISTRICT Board of Director's meeting. At the meeting, the ORGANIZATION or a representative thereof can appear and be heard. The DISTRICT Board of Directors shall consider the item and act thereon, and may adopt, reject, or amend the recommendation.

If resolution of the dispute as adopted by the DISTRICT Board of Directors is not satisfactory, ORGANIZATION may seek resolution employing whatever remedies exist in law or equity beyond this AGREEMENT. Despite an unresolved dispute, the DISTRICT and ORGANIZATION hereto shall continue without delay to perform its obligations under this AGREEMENT.

In the event of any breach or violation of this AGREEMENT by ORGANIZATION, the DISTRICT may employ whatever remedies that exist in law or equity to enforce this AGREEMENT, without resorting to the dispute resolution protocol described above.

### **16.2. Attorney's Fees**

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

## **Section 17. Notices**

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

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

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

Humboldt ASA Softball  
P.O. Box 4361  
Arcata, CA 95518

Either DISTRICT or ORGANIZATION may change such address by notifying the other party in writing as to such new address as DISTRICT or ORGANIZATION may desire to be used and which address shall continue as the address until further written notice.

## **Section 18. Compensation**

### **18.1. Funding for Facility Development**

Should ORGANIZATION grant DISTRICT monies for development in an amount of more than \$5,000, said monies shall be dedicated to the development of facilities illustrated in Parks & Recreation Master Plan, which would fulfill the needs of ORGANIZATION. Monies granted by ORGANIZATION for development in amount less than \$5,000 shall be dedicated to the general overall development of facilities illustrated in Parks & Recreation Master Plan.

### **18.2. Facility Use and Additional Fees**

ORGANIZATION shall pay DISTRICT fees in accordance to Hiller Sports Complex Master Facility Fee Schedule as adopted by the Board of Directors and outlined in Exhibit C.

ORGANIZATION agrees to pay a Cleaning/Damage deposit in the amount of \$1,500.00 to MCSD for the use of Hiller Sports Complex. MCSD may use the Cleaning/Damage deposit for reimbursement of any costs related to additional cleaning requirements, additional turf maintenance, and/or field & turf damages during the use of ORGANIZATION (see Exhibit D). This deposit must be paid in full prior to the start of the season.

ORGANIZATION is responsible for the cost for propane use, PG&E and the cost to change the locks at the end of each season. This cost will be remitted at the end of the season, based on a percentage of field use.

In the event DISTRICT shall provide maintenance at the expense of ORGANIZATION, or the DISTRICT is required to respond to a call-out at a time outside the DISTRICT'S regular business hours, the ORGANIZATION agrees to reimburse the DISTRICT according to the following rates:

Labor:	\$35.00/hour
Mower:	\$25.00/hour
Utility Vehicle:	\$35.00/hour
Tractor:	\$40.00/hour
Backhoe:	\$70.00/hour
Dump Truck:	\$50.00/hour
Boom Truck:	\$81.00/hour
Call out Fee	\$150 per occurrence + labor cost if time spent exceeds 2 hours

18.3. Delinquent Payment

In the event ORGANIZATION shall be delinquent by more than fifteen (15) days in the payment of any sums due under the terms of section 18.2, DISTRICT shall cancel all future scheduled and yet to be scheduled use of DISTRICT-owned facilities until past due payments are paid in full.

**Section 19. Law Governing**

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

**Section 20. Term**

20.1. Term and Extensions

Subject to the provisions of this AGREEMENT, the term of this AGREEMENT shall commence on the date herein and shall continue through and including the 1<sup>st</sup> day of November, 2017.

Opportunities shall be granted for ORGANIZATION and DISTRICT to review this AGREEMENT on a yearly basis to enact amendments and assignments to AGREEMENT as provided in Section 14 of this AGREEMENT. Any proposed amendments and assignments may be refused by ORGANIZATION or DISTRICT at said parties own discretion.

20.2. Termination by DISTRICT

Notwithstanding the foregoing, DISTRICT, in the case of ORGANIZATION breaches, may terminate this AGREEMENT, with thirty (30) days notification, by giving the ORGANIZATION written notice of any material breach under this AGREEMENT, if:

- a) said breach is curable by the payment of money and remains uncured thirty (30) days after said notice; or
- b) said breach is not curable by the payment of money but is otherwise curable within thirty (30) days after said notice and remains uncured after said thirty (30) days; or
- c) said breach is neither curable by the payment of money nor otherwise reasonably curable within thirty (30) days after said notice and ORGANIZATION fails both to commence said cure within said thirty (30) days and to prosecute diligently said cure to completion thereafter; or
- d) ORGANIZATION files a voluntary petition in bankruptcy or insolvency or otherwise seeks relief as a debtor, or, if an involuntary petition therefore is filed against ORGANIZATION and such petition is not dismissed within ninety (90) days; or
- e) ORGANIZATION fails to remain in compliance with any and all terms of this AGREEMENT; or
- f) ORGANIZATION shall disband.

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



20.3. Termination by ORGANIZATION

Notwithstanding the foregoing, ORGANIZATION, in the case of DISTRICT breaches, may terminate this AGREEMENT by giving the DISTRICT written notice of any material breach under this AGREEMENT, if:

- a) said breach is curable by the payment of money and remains uncured thirty (30) days after said notice; or
- b) said breach is not curable by the payment of money but is otherwise curable within thirty (30) days after said notice and remains uncured after said thirty (30) days; or
- c) said breach is neither curable by the payment of money nor otherwise reasonably curable within thirty (30) days after said notice and DISTRICT fails both to commence said cure within said thirty (30) days and to prosecute diligently said cure to completion thereafter; or
- d) DISTRICT fails to remain in compliance with any and all terms of this AGREEMENT.

20.4. Disposition of Certain Property

ORGANIZATION hereby acknowledges and agrees that any and all equipment and all DISTRICT purchased equipment and materials used in connection with Hiller Sports Complex shall remain the property of the DISTRICT, and ORGANIZATION acknowledges that it shall not be entitled to remove such property from Hiller Sports Complex upon the expiration or termination of this AGREEMENT, regardless of reason.

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

***MCKINLEYVILLE COMMUNITY SERVICES DISTRICT***

\_\_\_\_\_  
David Couch, Vice-President of the Board of Directors

ATTEST: \_\_\_\_\_  
Emily Abfalter, Secretary to the Board of Directors

***Humboldt ASA Softball***

\_\_\_\_\_  
President of Humboldt ASA Softball

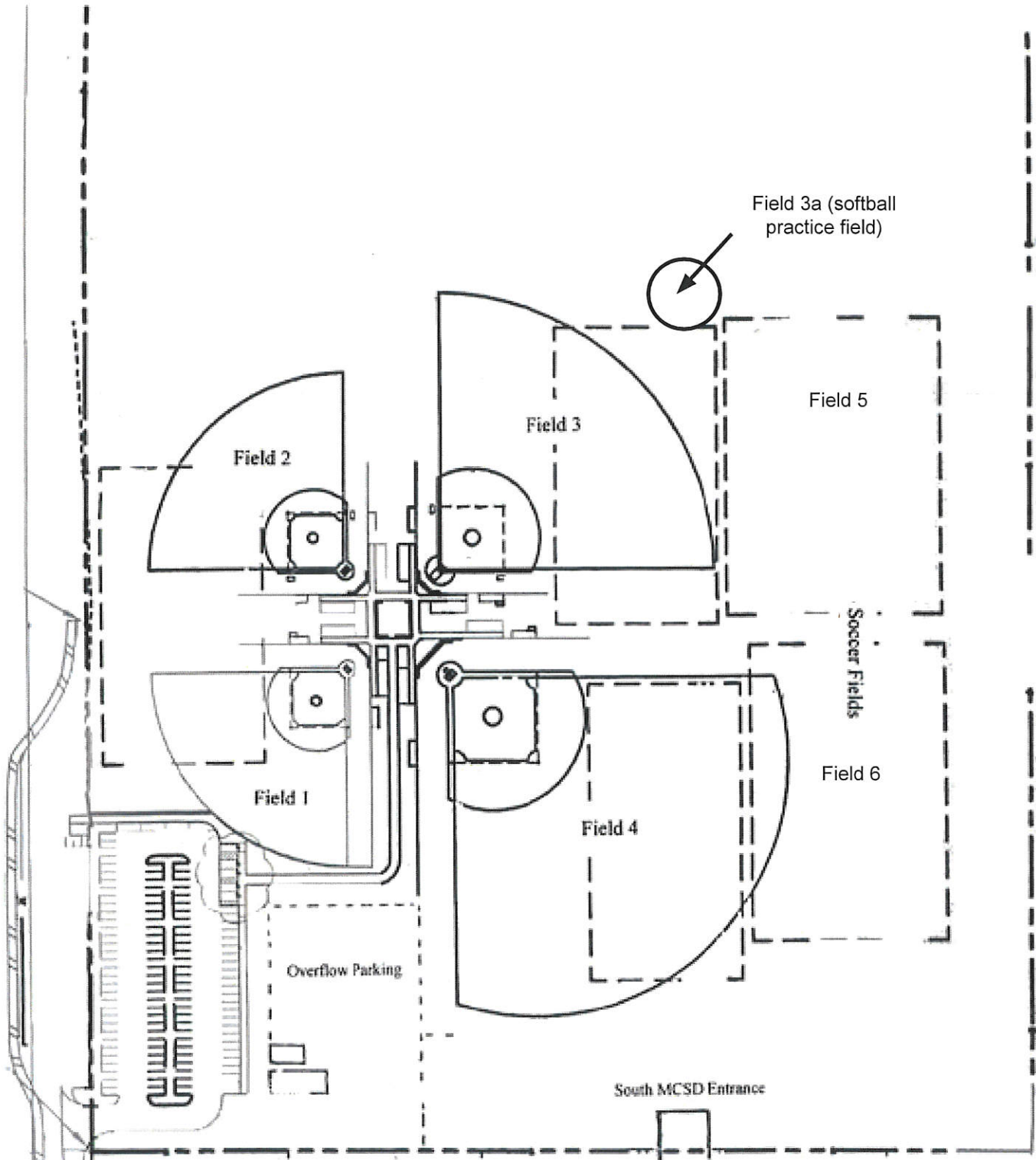
## **The Facility Use AGREEMENT Checklist**

Please note: This contract is not considered complete until the user ORGANIZATION submits the following information to MCSD.

<b><u>Item:</u></b>	<b><u>Attachment #:</u></b>	<b><u>Completed:</u></b>	<b><u>Date:</u></b>
Completed District Facility Use Form	Attachment 1		
League Schedule	Attachment 2		
Tournament Schedule (if applicable)	Attachment 3		
Practice Schedule	Attachment 4		
Proof of Insurance	Attachment 5		
Phone List of Managers and Board Members	Attachment 6		
Facility (emergency) Cell Phone #	Attachment 7		
All Other Field Usage Requests	Attachment 8		
Coach/Manager Contact Information	Attachment 9		
Organization Liability Release Form	Attachment 10		



**McKINLEYVILLE COMMUNITY SERVICES DISTRICT**  
*Hiller Sports Complex - Site Map*



## ARTICLE IV - PARKS AND RECREATION

### REGULATION 40 - RECREATION AND PARKS ADVISORY COMMITTEE

**Rule 40.01. MEMBERSHIP** - the McKinleyville Community Services District Recreation and Parks Advisory Committee shall consist of eleven (11) members and two (2) alternate members who shall serve without compensation selected as follows:

- (a) One (1) non-voting member shall be a member of the District Board.
- (b) 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.
- (d) The two (2) alternate members will not become voting members unless a regular voting member is absent. In the event that both alternates are present when only one regular member is absent, the alternates will decide upon which of the two (2) will fill the absent chair by a mutually agreed upon method. In the event the alternates cannot determine a method of decision, the committee chair will choose an appropriate decision making method.
- (e) All members of the Recreation Advisory Committee will represent to the extent possible various recreational interests of the community including but not limited to business, environmental, equestrian, sports, seniors, trails and youth. Recommendations for appointment may be made by the then current members of the committee.
- (f) Any citizen, residing in the service area of the McKinleyville Community Services District may apply to the District Board for appointment to fill vacant seats on the Recreation Advisory Committee.

**Rule 40.02. APPOINTMENT** - the committee members shall be appointed as follows:

- (a) The Board of Directors shall announce each vacancy and shall state they are seeking applicants, setting forth the qualifications, if any required.
- (b) The Board of Directors shall interview each applicant, after which a majority of the Board of Directors, may select the most qualified to fill the vacancy.

**Rule 40.03. MEMBER QUALIFICATIONS** - all members, other than the high school member, shall be resident electors of the McKinleyville Community Services District; the student members shall be a resident of McKinleyville. No members of the Recreation Advisory Committee shall be a family member or related to a full-time MCSD employee.

**Rule 40.04. TERMS OF OFFICE** -the committee members shall serve terms as follows:

- (a) Appointment of District Board Members shall be for a term of one (1) year. Such member shall be a non-voting member.

- (b) Appointment of McKinleyville Area Fund members and non-student community members shall be for a term of four (4) years. The term for student members shall be up to 4 years, limited by their High School graduation date.
- (c) Terms of the other non-Board of Director committee members shall be staggered so that no more than two (2) terms shall expire in any given year.
- (d) The annual expiration date of appointment shall be January 31st.

**Rule 40.05. REMOVAL** - members of the Committee may be removed by a majority vote of the District Board of Directors.

**Rule 40.06. ABSENCES** - if any member of the Committee is absent without prior notification to the Recreation Director for three (3) regular consecutive meetings, the Recreation Director shall certify that fact to the Board of Directors and the Board of Directors shall thereafter declare the position on the Committee to be vacant and proceed to fill the position by appointment.

**Rule 40.07. ELECTION OF OFFICERS** - the Committee shall, as soon as practicable, after the time of the annual appointment of a member or members to such Committee, elect its' officers. No member shall hold the same office for more than two (2) consecutive years.

**Rule 40.08. OFFICERS** - the Committee shall elect a Chairperson and Vice-Chairperson from among its members.

**Rule 40.09. MEETINGS** - the Committee shall hold regularly scheduled meetings in the Board of Directors Chambers of the District Office, or at such other place within the District as may be designated by the Committee, and may hold such additional meetings as it may deem necessary or expedient. All meetings must be noticed in compliance with state and federal laws.

**Rule 40.10. TIME/LOCATION OF MEETINGS** - the time of the regular meetings shall be as established from time to time by the committee members.

**Rule 40.11. QUORUM** - a majority of the Committee shall constitute a quorum for the purpose of transacting business of the Committee.

**Rule 40.12. RECORDS** - written records of all the proceedings, findings, determinations and transactions of the Committee shall be kept, which record shall be a public record and a copy of which record shall be filed with the District Secretary.

**Rule 40.13. POWERS AND DUTIES** - the Recreation and Parks Advisory Committee shall have the following powers and duties:

- (a) To serve in an advisory capacity to the Board of Directors and District Staff in all matters pertaining to public recreation, parks, and their respective facilities;
- (b) To make recommendations to the Board of Directors and District Staff with respect to the provisions of the annual budget for recreation and parks purposes;

- (c) To recommend to the Board of Directors acceptance or rejection of offers of donations of money, personal property and real property to be used for recreation and parks purposes;
- (d) To recommend to the Board of Directors a comprehensive recreation and park services program for the inhabitants of the District, to promote and stimulate public interest therein, and to solicit to the fullest extent the cooperation of school authorities and other public and private agencies interested therein;
- (e) To recommend for adoption by the Board of Directors rules and regulations for the use and improvement of the District's recreation services and parks and their respective facilities;
- (f) To recommend to the Board of Directors and District staff policies for the acquisition, development and improvement of recreation and parks areas; and
- (g) To perform such other duties relating to recreation and park matters as may be prescribed by the Board of Directors.

## **REGULATION 41 - RECREATION AND PARK SYSTEM**

### **Rule 41.01. INJURY TO OR MISUSE OF RECREATION AND PARKS SYSTEM PROPERTY - NO PERSON SHALL:**

- (a) Willfully mark, deface, injure, tamper with, or displace or remove any buildings, bridges, tables, benches, fireplaces, railings, bleachers, ball fields, water lines, paving or paving materials or other public utilities or parts thereof, signs, notices or placards, whether temporary or permanent, monuments, stakes, posts or other boundary markers, or other structures or equipment, or recreation and parks system property or appurtenances whatsoever, either real or personal.
- (b) Litter, soil or defile buildings, structures, grounds, equipment or other recreation and parks system property or appurtenances whatsoever. Trash, litter and other debris must be deposited into the proper receptacles.
- (c) Remove any soil, rock, stones, turf, trees, shrubs, or plants, down timber or other wood or materials or make any excavations by tool, equipment or any other means or agency.
- (d) Construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public utility into, upon or across such land except by District permit.
- (e) Trespass upon any area where prohibited.
- (f) Hunt, molest, or otherwise harm wildlife and plant life within the recreation and parks system.
- (g) Announce, advertise or call the public attention in any way to any article or service for sale or hire, except by District permit.
- (h) Paste, glue, tack or otherwise post any sign, placard, advertisement, or inscription whatever, nor shall any person erect or cause to be erected any sign whatever within the recreation and parks system without permission from the District.
- (i) Use any system for amplifying sounds, whether for speech or music or otherwise within the recreation and parks system unless a Special Event Reservation Form and

Permit or Community Event Reservation Application and Permit is first secured from the District.

- (j) Discharge any weapon of any type within the recreation and park system boundaries for any reason.
- (k) Make fires of any type for any reason in any area that is not properly equipped and designated to contain a fire.
- (l) Use model rockets and remote control model airplanes in McKinleyville Parks and Open Space without prior written approval from the District's General Manager.

**Rule 41.02. POLLUTING WATERS OR DUMPING REFUSE PROHIBITED - NO PERSON SHALL:**

- (a) Throw, discharge, or otherwise place or cause to be placed in the waters of any fountain, pond, stream or any other body of water in or adjacent to any component of the recreation and park system or any tributary, stream, storm sewer or drain flowing into such waters any substance, matter or things, liquid or solid, which will or may result in the pollution of said waters.
- (b) Dump, deposit, or leave any trash not created within the boundaries of the recreation and park system.

**Rule 41.03. OPERATION OF MOTORIZED VEHICLES--PROHIBITED ACTS - NO PERSON SHALL:**

- (a) Fail to comply with all applicable provisions of the Vehicle Code of the State of California in regard to equipment and operation of motorized vehicles together with such regulations as are contained in this ordinance.
- (b) Fail to obey all law enforcement officers and District employees who are hereafter authorized and instructed to require persons within the boundaries of the recreation and park system to adhere to the provisions of these regulations.
- (c) Fail to observe carefully all traffic signs, parking signs, and all other signs posted for the proper control of traffic and to safe guard life and property.
- (d) Operate a motorized vehicle, other than MCSD-authorized vehicles, within the boundaries of the facility except in those areas designated as driveways.

**Rule 41.04. OPERATION OF NON-MOTORIZED VEHICLES--PROHIBITED ACTS - NO PERSON SHALL:**

- (a) Non-motorized vehicles shall be defined as any form of transportation in which human or gravitational energy powers the source of transportation. Examples of such transportation are defined as bicycles, skateboards, roller blades, roller skates, etc.
- (b) Fail to comply with all applicable provisions of the Vehicle Code of the State of California in regard to equipment and operation of non-motorized vehicles together with such regulations as are contained in this ordinance.
- (c) Fail to obey all law enforcement officers and District employees who are hereafter authorized and instructed to require persons within the boundaries of the recreation and park system to adhere to the provisions of these regulations.
- (d) Fail to observe carefully all traffic signs, parking signs, and all other signs posted for the proper control of traffic and to safe guard life and property.

- (e) Operate non-motorized vehicles on any sidewalks, on pathways designated for pedestrian traffic only, and within turf and landscaped areas.

#### **Rule 41.05. CONDUCT - ALCOHOLIC BEVERAGES**

- (a) Patrons may use alcoholic beverages with meals in designated areas at recreation and parks system facilities, provided they conduct themselves in an orderly manner;
- (b) Alcoholic beverages may be served or may be sold by permit only at designated recreation and parks system facilities where sales are not prohibited and provided a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit have been secured;
- (c) No person shall be under the influence of intoxicating substances as provided in Section 647 (f) of the California Penal Code;
- (d) The District may withdraw the privilege to use alcoholic beverages at anytime if the rules and regulations as are contained in this ordinance are not abided by;
- (e) Use of intoxicating substances other than alcohol is prohibited.

**Rule 41.06. PETS** - pets may be off leash at outdoor facilities in designated areas and facilities only and must be under voice control at all times. Animal owners are responsible for removal of animal excrement from the facility.

**Rule 41.07. OVERNIGHT USE PROHIBITED** - there is to be no camping or loitering on the grounds or in public buildings or structures between sunset and sunrise unless a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit are first obtained from the District.

**Rule 41.08. FIRES** - fires will be allowed on grounds only in those areas equipped with District provided equipment designated for the containment of fires.

### **REGULATION 42 - OPERATION OF PIERSON PARK**

**Rule 42.01. GAZEBO BARBECUE COMPLEX** - the gazebo barbecue complex is defined as the area encompassed by the gazebo located in the central portion of the park. Individuals or organizations desiring organized use of any portion of the gazebo barbecue complex for an organized function may do so by obtaining a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit only..

**Rule 42.02. HORSESHOE PITS** - the public may use the horseshoe pits on a first come basis. Any individual or organization desiring to use the horseshoe pits for an organized function may do so by obtaining a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit only.

**Rule 42.03. WESTERLY PICNIC TABLES/BARBECUES** - the public may use the picnic tables and barbecues located along the western park perimeter on a first-come basis only.

**Rule 42.04. PICNIC PAVILION AND BARBECUE** - the picnic pavilion is defined as the large covered picnic area to the west of the playground and east of the horseshoe pits. Individuals or organizations desiring organized use of any portion of the picnic pavilion and



barbecue may do so by obtaining a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit only.

**Rule 42.05. OVERNIGHT USE PROHIBITED** - All events shall conclude at 10:00 p.m. Sunday-Thursday and at Midnight on Friday and Saturday. Overnight use is prohibited unless a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit are first obtained from the District.

**Rule 42.06. FIRES** - fires will be allowed on grounds only in those areas equipped with District provided equipment designated and in portable barbecues designated for the containment of fires.

**Rule 42.07. PETS** - the designated off leash area is defined as the area of the park east of Azalea Hall's Hewitt Room and north of the gazebo. Horses are not allowed.

### **REGULATION 43 - OPERATION OF HILLER PARK**

**Rule 43.01. PICNIC AREA USE** - the picnic area is defined as the area of the park east of the western perimeter of the volleyball court. Individuals or organizations desiring organized use of any portion of the picnic area in Hiller Park for the purpose of holding organized functions may do so by obtaining a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit only.

**Rule 43.02. PETS** - the designated off leash area is defined as the area of the park west of the westerly perimeter of the volleyball court. Horses are prohibited in the picnic area.

**Rule 43.03. FIRES** - fires will be allowed on grounds only in those areas equipped with District provided equipment designated and in portable barbecues designed for the containment of fires.

**Rule 43.04. OVERNIGHT USE PROHIBITED** - all events shall conclude at 10:00 p.m. Sunday-Thursday and at Midnight on Friday and Saturday. Overnight use is prohibited unless a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit are first obtained from the District.

### **REGULATION 44 - OPERATION OF LARISSA PARK**

**Rule 44.01. PETS** - pets must be on leash at all times.

## REGULATION 45 - PERMITS, FEES AND DEPOSITS

**Rule 45.01. FACILITY USAGE PERMITS REQUIRED** – a valid facility usage permit is required for individuals or organizations to use any indoor facility or any outdoor facility for organized functions, to use any system for amplifying sounds, or to sell or serve alcoholic beverages at an organized function.

**Rule 45.01.a. PERMIT TYPE DEFINITIONS** - the District shall issue permits based on the following definition of use:

- (a) A "Special Event" shall be defined as use deemed to be non-programmatic with estimated attendance of less than 500 persons and no more than posted capacities at indoor facilities; for which off road and facility parking space is adequate; for which street closures are not required; and for which cancellation of approved vendor programs is not required.
- (b) A "Large Scale Community Event" shall be defined as use deemed to be non-programmatic with estimated attendance of more than 500 persons but no more than posted capacities at indoor facilities or for which off-road and facility parking space is adequate; or for which street closures may be required; or for which cancellation of an approved vendor program is required.
- (c) A "Vendor Contract" shall be defined as use by those individuals approved by the District Board of Directors, offering ongoing programs on a regular basis for no more than twelve months.

**Rule 45.02. FACILITY USAGE PERMIT PROCESS** - any individuals or organizations seeking issuance of a facility usage permit hereunder shall file a request for permit to use District facilities on the appropriate reservation form provided by the District. All requests must be filed with the District along with the required facility usage deposit, usage fees, proof of appropriate insurance coverage, and fees for other services at least (10) working days prior to the actual event date. The Recreation Director, under direction of the Board, may impose additional conditions for approval.

**Rule 45.03. FACILITY USAGE FEES** - facility usage fees, as established and adopted by the District Board shall be charged for and must accompany each facility usage permit request required hereunder for said facility usage permit request to be fully and properly executed by the District.

**Rule 45.03.a. FEE STRUCTURE DEFINITIONS** - the District shall identify the following fee structure definitions when charging customers for use of facilities:

- (a) A "Non-Profit Group" shall be defined as any group or organization which can supply proof of non-profit status via the Internal Revenue Service code. Other Governmental entities shall be considered as falling within the guidelines of this definition.
- (b) A "Vendor" shall be defined as an individual or organization, approved by the District Board of Directors that has a fully executed vendor contract for use of District facilities.



- (c) A "Private Citizen/Business" shall be defined as other potential users not fitting within the "non-profit group" or "vendor" definition.
- (d) A "Commercial Event" shall be defined as an event being held for the purpose of private financial gain for an individual or organization.
- (e) An "Event Host" shall be defined as a District employee who has received training regarding use of District facilities for outside events. Event hosts are required for all events except those taking place at Azalea Hall concurrently with McKinleyville Senior Center events or at District facilities for those events sponsored by a District approved vendor.
- (f) The "All Day Rate" shall be defined as a fee charged specifically for use of the Hewitt Room at Azalea Hall and which includes access to the facility for a maximum of twelve continuous hours.
- (g) The "Half-Day Rate" shall be defined as a fee charged specifically for use of the Hewitt Room at Azalea Hall and which includes access to the facility for a maximum of six continuous hours.
- (h) The "Off-Peak Use Discount" shall be defined as a 25% discount on hourly rates only which can be applied to the following facilities and hours only: Activity Center-Monday through Friday before 3:00p.m; Azalea Hall-Sundays and Monday through Thursday after 4:00p.m.

**Rule 45.03.b. FACILITY USE FEES** - the District shall charge the following rates for use of a District-owned facility for each use specified below:

ACTIVITY CENTER

Non-Profit Groups/Vendors	\$35.00/hour
Private Citizen/Business	\$50.00/hour

AZALEA HALL-ENTIRE FACILITY

Non-Profit Groups/Vendors	\$61.00/hour
Private Citizen/Business	\$81.00/hour

AZALEA HALL-HEWITT ROOM

Non-Profit Groups/Vendors	\$47.00/hour
Private Citizen/Business	\$58.00/hour
All Day Rate	\$510.00
Half Day Rate	\$302.50

AZALEA HALL-MEETING ROOM

Non-Profit Groups/Vendors	\$17.00/hour
Private Citizen/Business	\$23.00/hour

AZALEA HALL-KITCHEN

All Users	\$17.00/hour
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#### LIBRARY CONFERENCE ROOM

Non-Profit Groups/Vendors	\$25.00/hour
Private Citizen/Business	\$28.00/hour

#### TEEN CENTER-ENTIRE FACILITY

Non-Profit/Vendors	\$64.00/hour
Private Citizen/Business	\$80.00/hour
All Day (12 hr) Rate	\$875.00
Half Day (6 hr) Rate	\$450.00

#### TEEN CENTER-MULTI PURPOSE ROOM

Non-Profit/Vendors	\$37.00/hour
Private Citizen Business	\$45.00/hour

#### TEEN CENTER-MUSIC ROOM

Non-Profit/Vendors	\$24.00/hour
Private Citizen Business	\$30.00/hour
All Day (8 hr) Rate *weekends only	\$200.00

#### TEEN CENTER-KITCHEN

All Users	\$35.00/hour
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#### PARKS

Gazebo Picnic Area	\$53.00/4 hrs
Picnic Pavilion	\$105.00/4 hrs
Special Event	\$158.00/day
*Commercial Events	\$263.00/day
*Requires Facility Host @ \$35.00 per hour unless overtime wages apply	

#### SPECIAL EVENT SERVICES

Event Staff	\$18.00/hour
Event Setup	
Events with less than 100 persons	\$81.00
Events with 101-200 persons	\$112.00
Events with more than 200 persons	\$142.00

#### Event Cleanup

Events with less than 100 persons	\$142.00
Events with 101-200 persons	\$173.00
Events with more than 200 persons	\$210.00

**Rule 45.03.c. EVENT SERVICES FEES** - the District shall charge a fee of \$18 per hour for an event host for those events requiring such a host. The minimum charge shall be two hours. Other events service fees shall be determined each year and are based on the direct expense associated with providing said service. Such event fees shall be established and adopted by the Board.

**Rule 45.03.d. RECREATION PROGRAM FEES** - the District shall charge participants program fees based on the direct expenses associated with each individual program. Program fees shall be determined each year and as programs are added to the Department's current services index. Program fees shall be adopted by the Board within two months of the inception or change of fees.

**Rule 45.04. DEPOSIT** - a facility usage deposit, as established and adopted by the District Board must accompany each facility usage permit request for any facility usage permit required hereunder. The facility usage deposit shall be refunded to the applicant within fifteen working days if the facility is restored to pre-use conditions. If District clean-up is required to restore the facility to pre-use conditions or damage is noted to the facility, any refund will be less the expense associated with returning the facility to pre-use conditions.

**Rule 45.04.a. FACILITY USE DEPOSIT FEES** - the District shall charge a \$100 deposit for events which qualify and are defined as special events. The District shall charge a \$200 deposit for events which qualify and are defined as large-scale community events.

**Rule 45.05. INSURANCE** - a facility usage permit request shall not be considered fully executed unless the individual or organization seeking issuance of a facility usage permit obtains and furnishes liability coverage for the event which is acceptable to the District. The Recreation Director may impose additional conditions for approval.

**Rule 45.06. PERMITS FOR USE OF FACILITIES** - the District shall only grant a facility usage permit for organized use of a facility when each of the following findings can be made:

- (a) The requested area of the recreation and parks system for which the facility is located within is available during the period for which the facility usage permit is requested;
- (b) The expected attendance does not exceed the capacity of the facility or area.
- (c) The use for which the facility usage permit is sought complies with the use established for the facility or area requested.

**Rule 45.07. USE OF SOUND AMPLIFICATION SYSTEM** - the District shall only grant permission for use of any sound amplification system when each of the following findings can be made:

- (a) The individual or organization seeking permission for use of a sound amplification system must file, with the District, a facility usage permit request for the facility in which use of the sound amplification system is requested.
- (b) The sound amplification system proposed will not unduly inconvenience or disturb neighboring properties or other recreation and parks system facility users.
- (c) The maximum noise from use of the sound amplification system complies with Humboldt County's Noise Regulations.
- (d) The use for which permission is sought complies with the use established for the facility or area requested.

For those events at which sound amplification systems are utilized, the following requirements shall also be required:

- (a) A District supervisor will be assigned to be present throughout the event.

**Rule 45.08. SALE OR SERVICE OF ALCOHOLIC BEVERAGES** - the District shall only grant permission for sale or service of alcoholic beverages when each of the following findings can be made:

- (a) The individual or organization seeking permission for sale or service of alcoholic beverages must file, with the District, a facility usage permit request for the facility in which the sale of alcoholic beverages is requested;
- (b) If applicable, the individual or organization seeking permission has a valid permit from the Alcohol Beverages Commission to sell alcohol;
- (c) If applicable, the individual or organization seeking permission has secured outside security services;
- (d) The use for which permission is sought complies with the use established for the facility or area requested.

For those events at which alcohol is served or sold, the following requirements shall also be required:

- (a) A District supervisor will be assigned to be present throughout the event;
- (b) Facilities will not be rented for events at which the consumption of alcoholic beverages will be a principal activity.

The Recreation Director has the authority to impose additional conditions as a requirement for issuance of a fully executed Special Event Reservation Form and Permit or Community Event Reservation Application and Permit.

**Rule 45.09. USE OF DISTRICT-OWNED EQUIPMENT** - the District shall make available to individuals or organizations recreation-related equipment, which can be utilized for outdoor use. District shall only grant permission for use of District-owned equipment when each of the following findings can be made:

- (a) The individual or organization seeking permission for use of District-owned equipment must be requesting said equipment in conjunction with an event at a District facility which is being sponsored by the individual or organization;
- (b) The Individual or organization must file, with the District, a facility usage permit request for the facility in which the equipment will be utilized;
- (c) The requested equipment is available during the period for which use of the equipment is requested;
- (d) The individual or organization requesting use of MCSD-owned equipment furnishes the District with appropriate liability coverage.

**Rule 45.10. APPEALS** - an appeal of the action of District staff on any Facility Use Permit pursuant to this regulation must be in writing and filed by or on behalf of the individual or organization seeking the facility usage permit, within (10) days after the action of District staff on the facility usage permit request. The appeal shall set forth in detail the factual and legal basis of the appeal. The Board of Directors shall consider and act on the appeal within forty-five (45) days after the appeal is filed. The individual or organization

filing the appeal shall be entitled to submit oral or written evidence to the Board in support of the appeal. Action of the Board of Directors on the appeal shall be final.

## **REGULATION 46 - ENFORCEMENT**

**Rule 46.01. VIOLATIONS** - any violation of these rules and regulations relating to the use of District facilities located within the recreation and parks system is a misdemeanor, punishable by law.

## **REGULATION 47 - HILLER SPORTS SITE DEVELOPMENT, MANAGEMENT AND SCHEDULING COMMITTEE**

**Rule 47.01. MEMBERSHIP** - the McKinleyville Community Services District Hiller Sports Site Development, Management and Scheduling Committee shall consist of members described below whom shall serve without compensation selected as follows:

- (a) Committee size shall be determined by the number of local sports organizations having and maintaining a current Hiller Sports Site Development, Funding, Maintenance, and Use Agreement with District who nominate a member to the Committee and an additional member shall be from the District's Recreation Advisory Committee and an additional member shall be appointed to the Committee by the Board which member shall be of the general public.

**Rule 47.02. APPOINTMENT** - the committee members shall be appointed as follows:

- (a) All local sports organizations with a valid and current IRS non-profit identification number and who have and maintain a current Hiller Sports Site Development, Funding, Maintenance and Use Agreement with District are invited to nominate one member and one alternate member to the Committee. Such nominations shall be made in writing to the Director of Parks and Recreation. Recommendations for appointment shall be made by the Committee to the Recreation Advisory Committee who shall in turn recommend nominees to the District's Board of Directors. Appointment shall be made by the District's Board of Directors.
- (b) One member shall be a member of the Recreation Advisory Committee. Recommendations for appointment shall be made by the Recreation Advisory Committee. Appointment shall be made by the District's Board of Directors.
- (c) One member shall be a member of the general public who is a resident elector of the District and who shall hold no official office with any local sports organization desiring to offer programs at the Hiller Sports Site. Such member shall be nominated by the Committee who shall forward a recommendation to the Recreation Advisory Committee who shall in turn forward a recommendation to the District's Board of Directors. Appointment shall be made by the District's Board of Directors.

**Rule 47.03. MEMBER QUALIFICATIONS** - each member shall meet one of the criteria named above in Rule 47.02.

**Rule 47.04. TERMS OF OFFICE** - the Committee members shall serve terms as follows:

- (a) Appointment of the Recreation Advisory Committee member representative of Committee and member of the general public to the Committee shall be for a term of two (2) years. Such members may be re-appointed to successive terms.
- (b) Terms of other members shall be for a term of one (1) year. Such members may be re-appointed to successive terms.
- (c) The annual expiration date of each term shall be January 31st.

**Rule 47.05. REMOVAL** - members of the Committee may be removed by a majority vote of the District Board of Directors.

**Rule 47.06. ABSENCES** - if any member of the Committee is absent without prior notification to the Director of Parks and Recreation for two (2) regular consecutive meetings, the Director of Parks and Recreation shall certify that fact to the organization for whom the individual is a representative and to the District's Board of Directors. The District's Board of Directors shall thereafter declare the position on the Committee to be vacant and proceed to fill the position as outlined in 47.02. Should the vacated position have a designated alternate, said alternate shall be appointed to full membership status. The organization of which the alternate is a member shall be authorized to nominate a designated alternate.

**Rule 47.07. ELECTION OF OFFICERS** - the Committee shall, as soon as practicable, after the time of the annual appointment of a member or members to such Committee, elect its' officers. No member shall hold the same office for more than two (2) consecutive years.

**Rule 47.08. OFFICERS** - the member of the Committee who is a representative of the District's Recreation Advisory Committee shall be designated as Chairperson of the Committee. The member of the Committee who is a representative of the general public shall be designated as Vice-Chairperson.

**Rule 47.09. RECORDS** - written records of all proceedings, findings, determinations, and transactions shall be kept, which record shall be a public record and a copy of which record shall be filed with the District's secretary.

**Rule 47.10. POWERS AND DUTIES** - the Committee shall have the power and duty to serve in an advisory capacity to the District's Recreation Advisory Committee and the Board of Directors in all matters pertaining to the development, scheduling, maintenance, and use of the Hiller Sports site.

**MCKINLEYVILLE COMMUNITY SERVICES DISTRICT**  
**Hiller Sports Site Master Facility Fee Schedule**

**Facility Use Fees**

<u>Turf Field Use</u> .....	\$28/hour per field
<u>Baseball Field Use</u> .....	\$28/hour per field
<u>Baseball Field Use (Youth groups)</u> .....	\$14/hour per field
<u>Softball Field Use</u> .....	\$28/hour per field
<u>Softball Field Use (Youth groups)</u> .....	\$14/hour per field

**Baseball/Softball Tournament Use**

50% reduction from regular hourly rates. Tournaments must have a minimum of 4 teams and 8 hours of continuous play per day.

**Additional Fees**

<u>Field Preparation- Ballfields</u> .....	\$35/hour per field
<u>Field Preparation- Turf Areas</u> .....	\$35/hour per field
<u>Concession Stand Use- Regular weekdays</u> .....	\$10/day
<u>Concession Stand Use- Regular weekends</u> .....	\$25/day
<u>Concession Stand Use- Tournaments</u> .....	\$25/day
<u>Insurance (if provided by District)</u> .....	Variable
<u>Facility Usage Deposit</u> .....	Variable

# MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

## Department of Parks & Recreation Department

### OPERATION & MAINTENANCE RESPONSIBILITIES HILLER SPORTS COMPLEX

The following information specifies Operation & Maintenance responsibilities performed by Humboldt ASA (ORGANIZATION) for the season as defined by the McKinleyville Community Services District's (MCSD) Facility Use Agreement Contract:

1. **Ball Diamond Preparation, Maintenance & Safety Seminar:**
  - a. Prior to the start of the season, designated ORGANIZATION representative(s) involved with field maintenance must attend a 1-hour Ball Diamond Preparation Maintenance & Safety Seminar with MCSD staff.
2. **In-Kind Field Maintenance:**
  - a. Any field maintenance performed by ORGANIZATION representatives must be pre-approved in writing by the DISTRICT in order to be considered as "in-kind labor" for credit towards facility use fees.
    - i. Any maintenance done without pre-approval from the DISTRICT will not be eligible for credit.
3. **Field Preparation:**
  - a. All field preparation will be the responsibility of ORGANIZATION.
  - b. If necessary ORGANIZATION may request MCSD to prep ball fields for a fee.
4. **Field Repairs:** (See section 9.2. of the Facility Use Agreement.)
  - a. ORGANIZATION shall be held responsible for all damage or vandalism to District facilities occurring during ORGANIZATION's use of the facilities.
  - b. Upon notification by MCSD, ORGANIZATION is responsible to repair all damages immediately, or within a schedule approved by MCSD.
  - c. If ORGANIZATION is unable or unwilling to repair the damages, MCSD reserves the right to make the necessary repairs and bill ORGANIZATION for all costs.
  - d. Damaged or unsafe fields shall be unavailable for use until repairs are completed.
5. **Grounds, Daily Restroom & Parking Lot Cleanup:**
  - a. ORGANIZATION agrees to clean grounds and to monitor, patrol, and keep the bathrooms and parking lot clean during their usage.
  - b. Grounds are to include the sports fields, sidewalks surrounding the concession area, under the bleachers, and the sidewalk pathway leading to the parking lot.
    - i. Cleaning of grounds is to include:
      1. Trash pick-up and disposal (*\*NOTE: the dumpster on site at HSS is owned by McKinleyville Little League and may not be available for use by other Organizations utilizing Hiller Sports Site*)
      2. Sweeping of bark and mulch back into landscape areas
  - c. Restroom cleaning shall include sweeping garbage and debris from floors, stocking supplies as necessary, and removing garbage.
  - d. If multiple organizations are using Hiller Sports Site simultaneously all organizations shall share the burden of clean-up. DISTRICT will develop a schedule for grounds clean-up responsibility, based upon percentage of field use each week.
    - i. Each Organization will be required to ensure clean-up is completed on the dates assigned to the Organization for clean-up by the DISTRICT. If ORGANIZATION wishes to purchase clean-up services from the DISTRICT



they may do so by requesting those services in advance of their scheduled dates of responsibility.

1. The labor rate for clean-up services is \$35 per hour. ORGANIZATIONS will be charged a minimum of 1 hour for services provided on any given day, but will be billed for the total time required to complete clean-up of grounds and restrooms as documented by Maintenance staff.

6. **General Cleanup of the Concession Stand:**

- a. ORGANIZATION agrees to keep the Concession Stands clean, sanitary, and up to the County Health Department standards at all times.
- b. MCSD reserves the right to inspect the Concession Stands without notice.

7. **Overflow Parking:**

- a. ORGANIZATION agrees to notify MCSD of any events requiring usage of the overflow parking area.

8. **Trash Disposal:**

- a. ORGANIZATION agrees to remove all trash bags from inside the sports complex at the end of each day of use.
  - i. Should MCSD staff be required to haul garbage from the Hiller Sports Complex following ORGANIZATION'S use, ORGANIZATION will be billed for the cost of labor and cost of dumping.
- b. No trash bags shall be left in any portion of the Concessions/Storage/Restrooms building.

9. **Supervision of Children:**

- a. ORGANIZATION agrees to notify all coaches and parents and require proper supervision at all times of all children (players and spectators) inside Hiller Sports Complex.
- b. ORGANIZATION agrees to pay for all damages and vandalism caused from unsupervised children during ORGANIZATION field usage.

10. **Rain Cancellations:**

- a. ORGANIZATION agrees to comply with MCSD guidelines regarding cancellation of fields due to unsafe conditions and/or inclement weather. (See exhibit E in the Facility Use Agreement Contract.)

## **MCKINLEYVILLE COMMUNITY SERVICES DISTRICT Parks & Recreation Department**

### **Guidelines for Cancellation of Activity on MCSD Athletic Fields**

Due to inclement weather and poor field conditions, the McKinleyville Parks & Recreation Department reserves the right to deny an athletic activity or event from playing on an MCSD field. The two (2) main purposes of these guidelines are to ensure the safety of the participants and to prevent MCSD fields from getting abused and destroyed when the turf is vulnerable. Any MCSD employee or designated person may deny use of a field and/or require an activity to stop.

#### **Examples of conditions that require cancellation of an athletic activity:**

- Standing puddles of water on the field
- Footing is unsure and slippery
- Ground is water logged and “squishy”
- Grass can be pulled out of ground easily
- Lightning
- Severe weather storms

When games are played on fields with poor and/or unsafe conditions, it often causes irreversible damages to the field. If this occurs, it can take months and in some cases years to get the field back into quality playing condition.

#### **Teams and/or leagues that refuse to follow these MCSD guidelines on Field Cancellations will be subject to the following disciplinary action:**

1. **First Offense:**  
Written warning to team and President of the Organization.
2. **Second Offense:**  
One week suspension of the team or organization from practicing on fields.
3. **Third Offense:**  
Forfeiture of a team’s privilege to either practice or play games on MCSD fields for the remainder of the season.

**HILLER SPORTS SITE**  
**In-Kind Labor and/or Materials Criteria**  
**for Receiving Credit towards Facility Use Fees**

Requests to provide in-kind labor or materials in exchange for credit towards facility use fees, MUST be made in writing and MUST be pre-approved in writing by DISTRICT staff. In-kind labor exchange will only be considered for necessary (as deemed by DISTRICT staff) field and facility maintenance currently performed by DISTRICT staff. Any work performed by ORGANIZATION representatives or volunteers prior to or without written approval from designated DISTRICT staff will not be considered for credit of any kind.

In-kind material donation exchange will only be considered for necessary (as deemed by DISTRICT staff) materials that would otherwise be purchased by the DISTRICT for use at the Hiller Sports Complex.

- 1) In Kind Labor request proposals must include:
  - a. Description of the labor to be performed
  - b. Estimated number of labor hours required to perform the work
    - i. District reserves the right to determine the amount of credit granted for labor hours based on the equivalent time that DISTRICT staff would have spent on the same task.
- 2) In Kind Material Donation request proposals must include:
  - a. Description of the dollar value of the material being donated
    - i. DISTRICT reserves the right to determine the amount of credit granted for material donations based on the amount the DISTRICT would have spent on the necessary material.
  - b. Name of the business from which the material is being purchased or donated.
  - c. Name and contact information of the individual making the donation on behalf of the ORGANIZATION.

## HILLER SPORTS SITE

### *"In Kind Work" & Field Modification Request Form*

This form must be submitted and approved by an authorized MCSD representative prior to any projects being completed by any user group at Hiller Sports Complex.

ORGANIZATION: \_\_\_\_\_

NAME OF REPRESENTATIVE: \_\_\_\_\_

PHONE: \_\_\_\_\_ DATE OF REQUEST: \_\_\_\_\_

PROJECT: \_\_\_\_\_

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PROJECT TIMELINE: \_\_\_\_\_

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SIGNATURE OF ORG. REPRESENTATIVE: \_\_\_\_\_

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#### FOR DISTRICT USE ONLY

PROJECT APPROVED: _____	PROJECT DENIED: _____
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MCSD REPRESENTATIVE: \_\_\_\_\_ DATE: \_\_\_\_\_

NOTES FROM MCSD: \_\_\_\_\_

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SIGNATURE OF MCSD REPRESENTATIVE: \_\_\_\_\_

# McKinleyville Community Services District

## BOARD OF DIRECTORS

March 1, 2017

TYPE OF ITEM: **ACTION**

**ITEM: D.6**                      **Consider Approval of Hiller Sports Complex Facility Use Agreement Contract with Mad River Youth Soccer League (MRYSL)**

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

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

### **Recommendation:**

Staff recommends that the Board approve the 2017 Facility Use Agreement Contract for Mad River Youth Soccer League and authorize the Board Vice President to sign the contract and supplement.

### **Discussion:**

Mad River Youth Soccer League has requested the use of Hiller Sports Complex (HSC) for the summer and fall of 2017. The District requires organizations using HSC annually to complete and sign a Facility Use Agreement Contract prior to the start of their season.

Attached, please find a copy of the 2017 Facility Use Agreement for the organization.

Complete Facility Use Agreement Contracts with attachments are available at the District Office for any Board member or member of the public who would like to review them.

### **Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

### **Fiscal Analysis:**

In November 2016, the MCSD Board set a fee schedule for HSC of \$14.00 per hour for all youth sports organizations. That fee includes a portion of the cost of turf maintenance, and janitorial supplies used at the site. Organizations are responsible for shared cleaning of the facility (restrooms, bleachers, parking lot, etc.) based on their percentage of use.

Each organization will also be charged for the cost of re-keying the facility and a percentage of utilities (propane & PG&E) at the end of the season. These percentages are based on field usage.

Each user group is responsible for cleaning their own dugouts and bleacher areas after each use.

### **Environmental Requirements:**

Not applicable

### **Exhibits/Attachments:**

- Attachment 1 – Mad River Youth Soccer League Agreement

# MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

## *HILLER SPORTS COMPLEX FACILITY USE AGREEMENT*

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This HILLER SPORTS COMPLEX FACILITY USE AGREEMENT (this “AGREEMENT”), is made and entered into this 1<sup>st</sup> day of March 2017, by and between the McKinleyville Community Services District (DISTRICT), a Community Services District formed under the laws of the State of California, and the Mad River Youth Soccer League (ORGANIZATION), a non-profit youth sports organization, reference to the following facts, which are acknowledged as true and correct by each of the parties:

### **Recitals**

- (a) DISTRICT is the owner of Hiller Sports Complex located at 880 Columbus Road in McKinleyville; and
- (b) DISTRICT desires to maximize financial self-sufficiency of the maintenance of Hiller Sports Complex; and
- (c) DISTRICT desires to maximize community access to recreation programs at Hiller Sports Complex; and
- (d) ORGANIZATION desires to offer recreation programs to the community at Hiller Sports Complex; and
- (e) ORGANIZATION proposes to operate recreation programs, in accordance with the terms and conditions of this AGREEMENT, which supersedes all other previous documents; and
- (f) ORGANIZATION and DISTRICT each desire to secure and enter into an AGREEMENT in accordance with the foregoing; and
- (g) The documents which are part of the AGREEMENT, and each of which are incorporated herein by this reference as though full, are the following:
  - 1. Cover Page: Facility Use AGREEMENT
  - 2. Exhibit A: Hiller Sports Complex Map
  - 3. Exhibit B: Article IV – Rules and Regulations
  - 4. Exhibit C: Hiller Sports Complex Master Facility Fee Schedule
  - 5. Exhibit D: Operation & Maintenance Responsibilities
  - 6. Exhibit E: Guidelines for Field Cancellations
  - 7. Exhibit F: “In Kind Work” & Field Modification Request Form

## **Definitions**

As used in this AGREEMENT, the following terms shall have the following definitions:

1. "AGREEMENT" shall mean Hiller Sports Complex Facility Use AGREEMENT.
2. "DISTRICT" shall mean the McKinleyville Community Services District.
3. "ORGANIZATION" shall mean Mad River Youth Soccer League.
4. "Hiller Sports Complex" shall mean the nineteen-acre parcel of property located at 880 Columbus Road on the east side of the entry way into Hiller Park. Such property contains two (2) little league fields, a regulation softball field, a practice softball field, a Babe Ruth field, two collegiate size soccer fields, batting cages, concession stand, restrooms, bleachers, drinking fountains, walkways, and a parking lot.
5. "Recreation Advisory Committee" shall be the said committee operating under the jurisdiction of the McKinleyville Community Services District Board of Directors.
6. "Facility Use Request" shall mean all periods of time, including practices, games, assessment days, tournaments, etc., for which a party desires to utilize Hiller Sports Complex and requested via the DISTRICT Hiller Sports Complex Facility Use Reservation Form.
7. "Facility Use Schedule" shall mean the most current schedule for use of Hiller Sports Complex.
8. "Board of Directors" shall mean the five members of the McKinleyville Community Service District Board of Directors.
9. "Recreation Director" shall mean the individual employed in said position with the McKinleyville Community Services District.
10. "Article IV- Rules and Regulations" shall mean the portion of the document containing the Rules and Regulations of the McKinleyville Community Services District as adopted by the Board of Directors.

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

## **AGREEMENT**

### **Section 1. Facility Development**

The DISTRICT and ORGANIZATION agree to collaborate, assist, and support one another and individual efforts in maintaining Hiller Sports Complex.

### **Section 2. Grant of Field Use**

- 2.1 Grant of Use. The DISTRICT grants the ORGANIZATION field use for recreational and sports activities at Hiller Sports Complex. ORGANIZATION shall be responsible for: (a)

setup of Hiller Sports Complex for ORGANIZATION's use, unless otherwise specified; (b) storing any equipment following ORGANIZATION's use; and (c) restoring Hiller Sports Complex to the appropriate condition as found prior to ORGANIZATION's use. ORGANIZATION shall not utilize Hiller Sports Complex prior to the start of the contracted time set forth in the most current Facility Use Schedule and shall vacate the playing area by the end of the contracted time set forth in said schedule.

- 2.2 Facility Use Schedule. ORGANIZATION shall provide DISTRICT with ORGANIZATION's most current field use schedule including team names, coaches/managers & names of individuals to contact in the case of game cancellations; list of official representatives of the organization; game, practice, tournament dates and times; and other scheduled use.
- 2.3 Cancellation. Provided cancellation of use by inclement weather or other unforeseen conditions, DISTRICT shall endeavor to make the decision of said cancellation by 3:00 p.m. of the day for which cancellation shall take place.
- 2.4 Additional Field Use Request. Provided cancellation of use by inclement weather or other unforeseen conditions, ORGANIZATION must notify the DISTRICT of said cancellation and request of additional field use (if needed) within twenty-four (24) hours. DISTRICT shall be responsible to administer and coordinate all additional facility use requests provided such requests do not conflict with the most current Facility Use Schedule of other approved users.
- 2.5. Access  
DISTRICT shall provide the ORGANIZATION with one (1) set of keys to Hiller Sports Complex. It is the responsibility of the ORGANIZATION to produce copies and issue keys.

### **Section 3. Scheduling of Facility**

- 3.1 Site Development, Management and Scheduling:  
All development, scheduling, maintenance, and use of Hiller Sports Complex shall be coordinated with the Recreation Director.
- 3.2 Facility Use Requests  
ORGANIZATION is responsible to submit a District Facility Use Reservation Form to the Recreation Director. The Recreation Director shall compile a draft Facility Use Schedule resulting from such requests. Parties currently having and maintaining an AGREEMENT with DISTRICT shall be designated for priority use when said schedule is drafted. The draft Facility Use Schedule shall delineate any dates and times with facility scheduling conflicts. The Recreation Director shall be charged with resolving any scheduling conflicts, in his or her discretion.  
  
ORGANIZATION shall have first priority of Soccer Fields 5, 6 and the outer turf portions of fields 3, 4 based on schedules submitted in advance to MCSD, from August 1 through November 1.



3.3 Facility Use Scheduling Protests

ORGANIZATION and those parties granted facility use by the DISTRICT shall retain the right to protest the facility use. For all protests, refer to Section 16: Resolution of Disputes.

**Section 4. Operational Standards**

4.1 Conduct and Disorderly Persons

ORGANIZATION agrees to uphold and remain in compliance, at all times, with the current rules and regulations of the recreation and park system as established by the DISTRICT and outlined in Article IV of the DISTRICT's Rules and Regulations.

4.2 Staffing

ORGANIZATION agrees to ensure that an official representative(s) of ORGANIZATION shall be present at all times and shall be responsible for overseeing all use at all times on those dates and times for which use of Hiller Sports Complex is being conducted by ORGANIZATION.

4.3 Equipment and Supplies Storage

Storage of ORGANIZATION's equipment at Hiller Sports Complex shall be at the DISTRICT'S approval and at the ORGANIZATION's sole risk, DISTRICT will not warrant security of stored materials. ORGANIZATION shall unilaterally bear all risks of loss, theft, damage and other casualty incidental to using and/or storing equipment at the Hiller Sports Complex, and will indemnify and defend the DISTRICT from and against all losses arising out of using and/or storing equipment at the Hiller Sports Complex.

4.4 Safety

ORGANIZATION agrees to comply with the DISTRICT's established facility use guidelines, as defined in Article IV of the DISTRICT's Rules and Regulations and attached as Exhibit B, and incorporated by reference herein.

4.5 Use of Equipment

ORGANIZATION agrees not to use equipment owned by others and stored at Hiller Sports Complex without first obtaining written approval from the owner of said equipment. A copy of written approval must be provided to the DISTRICT.

ORGANIZATION agrees not to remove or replace equipment provided at Hiller Sports Complex by DISTRICT without the prior written consent of the Recreation Director.

4.6 Entry by DISTRICT

ORGANIZATION shall permit DISTRICT, and DISTRICT's agents and assigns, at all reasonable times, to enter the premises, for the purposes of inspection, compliance with the terms of this AGREEMENT, exercise of all rights under this AGREEMENT, posting notices, and all other lawful purposes.

- 4.7 Environmental Sensitivity  
ORGANIZATION agrees that all use by ORGANIZATION shall be conducted in a manner within the intended use of Hiller Sports Complex and with respect to the surrounding neighborhood and community. ORGANIZATION shall abide by all rules and regulations established by the DISTRICT stating that the use of pesticides, herbicides and related products at the Hiller Sports Complex and surrounding areas are strictly prohibited.
- 4.8 Equal Opportunity and Non-Discrimination Clause  
ORGANIZATION shall not discriminate in its offering of programs at Hiller Sports Complex and all duties related to such offering on the basis of race, color, national origin, religious creed, ancestry, sex, age, or physical handicap and shall comply with all applicable state and federal statutes and regulations prohibiting discriminatory practices and/or conduct.
- 4.9 Americans with Disabilities Act Compliance  
DISTRICT shall indemnify, defend, and hold harmless ORGANIZATION from any fines or penalties which may be imposed upon it pursuant to the Americans with Disabilities Act as a result of DISTRICT's failure to make any required improvements to the premises as required by the Americans with Disabilities Act.  
  
ORGANIZATION shall be responsible for compliance with any and all requirements of the Americans with Disabilities Act with respect to the operation of recreation programs for which ORGANIZATION is responsible. ORGANIZATION shall indemnify, defend, and hold harmless DISTRICT from and against any and all claims, causes of action, damages, fines and/or penalties pursuant to the Americans with Disabilities Act arising, in whole or in part, as a result of the ORGANIZATION's failure or alleged failure to comply with any requirements of the Americans with Disabilities Act with respect to operation of recreation programs which ORGANIZATION is responsible.
- 4.10. Compliance with Law  
ORGANIZATION and DISTRICT shall comply with and conform to all laws and regulations, state and federal, and any and all requirements and orders of any state or federal board or authority, present or future, in any way relating to the condition or use of Hiller Sports Complex throughout the entire term of this AGREEMENT.
- 4.11. District Coordination  
DISTRICT shall employ a Recreation Director who shall be the primary contact person with the ORGANIZATION.

## **Section 5. Prohibited Actions**

ORGANIZATION shall not:

- a) Use of Hiller Sports Complex for any purpose other than as authorized in this AGREEMENT and as authorized in the most current Facility Use Schedule; or
- b) Do or permit to be done anything which may interfere with the effectiveness or accessibility of Hiller Sports Complex, nor do or permit to be done anything which may interfere with free access and passage in Hiller Sports Complex or the public areas

adjacent thereto, or in the streets or trails adjoining Hiller Sports Complex, or hinder police, fire fighting, or other emergency personnel in the discharge of their duties; or

- c) Interfere with the public's enjoyment and use of Hiller Sports Complex for any purpose which is not essential to public safety; or
- d) Rent, sell, lease, or offer any space for any articles whatsoever within or on Hiller Sports Complex without the written consent of the DISTRICT; or
- e) Place any additional lock of any kind upon any door, cabinet, or storage bin, unless a key therefore is provided to the DISTRICT, and upon expiration or termination of this AGREEMENT; or
- f) Erect, construct, or place any permanent structure upon any portion of the premises without written authorization from DISTRICT; or
- g) Use or allow Hiller Sports Complex to be used for any improper or unlawful purposes or for purposes in violation of Article IV of the McKinleyville Community Services District's Rules and Regulations; or
- h) Allow vehicles access to the concession area via the 10-foot sidewalk driveway access point except for loading and unloading only. The sidewalk driveway area must be kept clear for access to emergency vehicles. All vehicles must park in the parking area.

## **Section 6. Insurance**

### **6.1. Minimum Scope**

ORGANIZATION shall obtain and maintain throughout the term of this AGREEMENT, at ORGANIZATION's cost, comprehensive general public liability insurance issued by insurance carriers acceptable to DISTRICT naming the ORGANIZATION as insured and the DISTRICT as an additional insured against any injuries or damages to persons or property caused by or arising out of ORGANIZATION's occupation and use of Hiller Sports Complex under this AGREEMENT in amounts of not less \$1,000,000.00 for any individual claimant and \$2,000,000.00 per occurrence.

### **6.2. Proof of Insurance**

ORGANIZATION shall cause DISTRICT to be given written notification, prior to the commencement of this AGREEMENT, from the insurance carrier of the existence of such policies and shall provide a certificate of insurance and separate endorsement in the amounts listed in 6.1 prior to the inception of the term which shall provide that coverage provided by the policy shall not be canceled or amended until the DISTRICT is first provided with at least thirty (30) days written notice concerning such cancellation or notice.

## **Section 7. Hold Harmless, Indemnity and Release Forms**

### **7.1. Hold Harmless and Indemnity**

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

### **7.2. Participant Liability Release Forms**

ORGANIZATION shall provide to DISTRICT a master copy of the liability release form used for ORGANIZATION's program defending, indemnifying, and holding harmless, DISTRICT, its officers, agents, assigns, and employees from and against any and all suits, actions and causes of action, claims, liens, demands, obligations, proceedings, loss or liability of every kind and nature whatsoever, for death or injury to any person including DISTRICT's officers, agents, assigns, and employees, or damage or destruction of any property of either party hereto or of third parties arising out of or in any manner by reason of, or incident to, the program or programs sponsored by ORGANIZATION and conducted at the Hiller Sports Complex.

## **Section 8. Utilities**

### **8.1. Water**

The DISTRICT shall be responsible for all water and sewer related expenses at the site.

### **8.2. Gas and Electric**

ORGANIZATION shall be required to pay a fee based on gas and electrical use for the concession stand, low site lighting, and/or any other type of sporting equipment, which utilizes electricity. This cost will be remitted at the end of the season, based on a percentage of field use.

## **Section 9. Maintenance**

### **9.1 Ongoing Facility Maintenance**

DISTRICT shall provide for all ongoing maintenance of Hiller Sports Complex. ORGANIZATION shall be required to pay a fee based on expenses related to ongoing maintenance as approved by the MCSD Board of Directors. ORGANIZATION may be allowed to decrease their portion of the maintenance fee through the use of in-kind labor or materials that assists with maintenance of the site within the scope of the DISTRICT's maintenance plan or Capital Improvement Plan for the site. Financial credit for approved in kind donation of labor or materials shall be granted only for labor or

donations completed for facility maintenance as per the required steps outlined in Exhibit F. Credit shall not be granted for volunteer labor or materials pertaining to field preparation for games. DISTRICT shall assign specific financial value to one volunteer labor hour and/or donated materials based on the value of cost saved in DISTRICT paid labor and/or materials. DISTRICT shall base ORGANIZATION's field use fees on the total financial value of approved in-kind labor and/or materials subtracted from the total financial value of site use. The financial value of in-kind labor or material donations, if in excess of the total field use fee, is not allowed to be placed as a credit toward future facility use.

Should ORGANIZATION perform in-kind labor, all said volunteers must attend a facility maintenance orientation seminar. Designated ORGANIZATION representative must attend a facility maintenance orientation seminar organized and presented by DISTRICT staff. In addition, ORGANIZATION's designated representative must attend facility maintenance meetings as arranged by the DISTRICT.

Furthermore, said volunteers of ORGANIZATION are not to be considered volunteers or employees of DISTRICT.

ORGANIZATION agrees to perform general maintenance of the field site, including but not limited to, field preparation before games, grounds cleanup, restroom cleanup, restocking janitorial supplies, general cleanup of the concession stand & parking lot, and trash disposal. These operation and maintenance responsibilities are further explained in Exhibit D, and will not be considered as in-kind labor for the purposes of reducing fees for field and concession use during the period of March 1 through November 1, 2017

#### 9.2. Facility Damages and Repairs

The ORGANIZATION shall be held responsible for all damage or vandalism to District facilities occurring during the ORGANIZATION'S use of the facilities. Upon notification by the DISTRICT, the ORGANIZATION is responsible to repair all damages immediately, or within a schedule approved by the DISTRICT. If ORGANIZATION is unable or unwilling to repair damage immediately, the DISTRICT reserves the right to make the necessary repairs and bill ORGANIZATION for all costs. The ORGANIZATION is responsible to reimburse the DISTRICT within thirty days (30) of presentation of the bill. Exception: The concession and snack bar area is the sole responsibility of the ORGANIZATION during the entire period of this AGREEMENT. Repair of any and all damage occurring to the concession stand during the AGREEMENT period is the sole responsibility of the ORGANIZATION.

Damaged and unsafe fields shall be unavailable for use until repairs are completed. The assignment of other fields during such time is at the discretion of the DISTRICT.

#### 9.3. Site Improvements

Any ORGANIZATION desiring to perform site improvements must first obtain written approval from the DISTRICT for such improvements and pay for all costs related to approved improvements.

It is understood and agreed between the parties that all installations, additions, and improvements erected or installed at any time at Hiller Sports Complex during the term

of this AGREEMENT shall immediately become the property of and belong to the DISTRICT upon such erection or installation; provided, however, this provision does not apply to participant playing equipment and concession equipment installed and belonging to ORGANIZATION. ORGANIZATION must remove all participant playing equipment and concession equipment prior to the expiration or other termination of this AGREEMENT. Any portion of the premises affected by removal shall be immediately restored and repaired.

## **Section 10. Purchasing**

- 10.1 DISTRICT shall have the responsibility to purchase all grounds maintenance and field preparation supplies needed to maintain Hiller Sports Complex.
- 10.2 ORGANIZATION shall be fully responsible for all expenses related to purchase of all supplies needed to operate the programs including supplies needed for field preparation, should ORGANIZATION choose to prepare fields for their use, and of any supplies needed for operations conducted in the concession stand.

## **Section 11. Sales**

### **11.1. Participant Registration**

ORGANIZATION shall be allowed to retain all revenue related to participant registration fees.

DISTRICT shall provide space for applications and flyers provided by ORGANIZATION at DISTRICT's office and at the McKinleyville Activity Center. DISTRICT shall not otherwise register applicants or provide directions regarding ORGANIZATION's program.

ORGANIZATION shall be responsible for promotion and sale of ORGANIZATION's program to customers. Upon provision by ORGANIZATION, DISTRICT shall provide copies of flyers and promotional materials to customers.

### **11.2. Advertising**

DISTRICT recognizes the importance of advertising revenue to ORGANIZATION and desires to afford ORGANIZATION opportunities to obtain revenue for support of ORGANIZATION's program. However, ORGANIZATION shall first obtain written permission from DISTRICT and allow DISTRICT to review any such advertising prior to installation, placement, distribution, or maintenance of any type of advertising or AGREEMENT with any other vendor involving promotion or advertising of their products or services on and at Hiller Sports Complex. All such advertising placed in accordance with the aforementioned must be removed upon the conclusion of ORGANIZATION's program at a time agreed to by both parties.

### **11.3. Concessions**

ORGANIZATION shall be allowed to retain all proceeds related to operation of a concession stand during granted facility use hours provided concession use fees are paid in full.



Approval for requests for use of the concession stand by ORGANIZATION will be granted only when said request is concurrent with the most current facility use schedule as approved. ORGANIZATION shall not utilize the concession stand prior to the start of the contracted time set forth in the most current facility use schedule and shall vacate the concession stand by the end of the contracted time set forth in said schedule.

Upon issuance of the most current Facility Use Schedule and concession stand use request approvals, should additional concession stand use be available during scheduled events, those ORGANIZATION's having and maintaining a current AGREEMENT with DISTRICT shall be given priority for additional concession stand use requests. Such requests will be awarded on a first come, first serve basis.

## **Section 12. Licenses and Permits**

- 12.1 ORGANIZATION shall apply for, obtain, and maintain all licenses, permits, and other accreditations required in connection with the management and operation of programs, site improvements as approved per 9.3., and as needed for development of the facility. ORGANIZATION shall be responsible to pay the cost of all such licenses and permits.

## **Section 13. Unavoidable Delays**

- 13.1 The provisions of this Section shall be applicable if there shall occur, during the term of this AGREEMENT, any (a) inability to obtain labor or materials, or reasonable substitutes (other than lack of funds); or (b) acts of God, governmental restrictions, regulations or controls, enemy or hostile government, civil commotion, fire, or other casualty; or (c) other conditions similar to those enumerated in this Section beyond the reasonable control of the party obligated to perform (other than lack of funds). If DISTRICT or ORGANIZATION shall, as the result of any of the above-described events, fail to provide or to perform any obligation on its part under this AGREEMENT, then upon written notification to the other within ten (10) days of such event, such failure shall be excused and not be a breach of this AGREEMENT by the party claiming unavoidable delay, but only to the extent occasioned by such event. Notwithstanding anything contained herein to the contrary, this Section shall not be applicable to the obligation of the DISTRICT or ORGANIZATION to pay any sums, monies, costs, charges, or expenses required paid pursuant to the terms of this AGREEMENT, or to fulfill any hold harmless and/or indemnity obligations created by Section 7.1 or elsewhere in this AGREEMENT.

## **Section 14. Amendments and Assignments**

- 14.1 This AGREEMENT contains the complete and final AGREEMENT between the DISTRICT and the ORGANIZATION. No AGREEMENT or other understanding in any way purporting to modify, add to, or supersede the terms and conditions hereof shall be binding upon either party unless made in writing and duly executed by authorized representatives.
- 14.2 This AGREEMENT may not be assigned or transferred, in whole or in part, by ORGANIZATION without first obtaining the written consent of DISTRICT which may be withheld, for any reason, in the DISTRICT's sole discretion.

## **Section 15. Taxes**

- 15.1 ORGANIZATION shall be solely responsible for the payment when due of any possessory interest or other unsecured tax levied by any governmental authority with respect to the use and occupancy of Hiller Sports Complex by ORGANIZATION.

## **Section 16. Resolution of Disputes**

### **16.1. Process for Resolution**

Any dispute arising under the terms of this AGREEMENT, which is not resolved within a reasonable period of time by authorized representatives of the DISTRICT and the ORGANIZATION shall be brought to the attention of the General Manager (or designated representative) of the DISTRICT and the Board President (or designated representative) of the ORGANIZATION for joint resolution.

If joint resolution of the dispute through these means is pursued without success, ORGANIZATION shall seek to resolve the dispute by filing a written grievance with the General Manager (or designated representative). Upon receipt of a written grievance, the General Manager (or designated representative) shall research and investigate the grievance and set an agenda item for the next DISTRICT Board of Director's meeting. At the meeting, the ORGANIZATION or a representative thereof can appear and be heard. The DISTRICT Board of Directors shall consider the item and act thereon, and may adopt, reject, or amend the recommendation.

If resolution of the dispute as adopted by the DISTRICT Board of Directors is not satisfactory, ORGANIZATION may seek resolution employing whatever remedies exist in law or equity beyond this AGREEMENT. Despite an unresolved dispute, the DISTRICT and ORGANIZATION hereto shall continue without delay to perform its obligations under this AGREEMENT.

In the event of any breach or violation of this AGREEMENT by ORGANIZATION, the DISTRICT may employ whatever remedies that exist in law or equity to enforce this AGREEMENT, without resorting to the dispute resolution protocol described above.

### **16.2. Attorney's Fees**

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

## **Section 17. Notices**

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

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



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

Mad River Youth Soccer League  
P.O. Box 103  
Arcata, CA 95518

Either DISTRICT or ORGANIZATION may change such address by notifying the other party in writing as to such new address as DISTRICT or ORGANIZATION may desire to be used and which address shall continue as the address until further written notice.

## **Section 18. Compensation**

### **18.1. Funding for Facility Development**

Should ORGANIZATION grant DISTRICT monies for development in an amount of more than \$5,000, said monies shall be dedicated to the development of facilities illustrated in Parks & Recreation Master Plan, which would fulfill the needs of ORGANIZATION. Monies granted by ORGANIZATION for development in amount less than \$5,000 shall be dedicated to the general overall development of facilities illustrated in Parks & Recreation Master Plan.

### **18.2. Facility Use and Additional Fees**

ORGANIZATION shall pay DISTRICT fees in accordance to Hiller Sports Complex Master Facility Fee Schedule as adopted by the Board of Directors and outlined in Exhibit C.

ORGANIZATION agrees to pay a Cleaning/Damage deposit in the amount of \$1,500.00 to MCSD for the use of Hiller Sports Complex. MCSD may use the Cleaning/Damage deposit for reimbursement of any costs related to additional cleaning requirements, additional turf maintenance, and/or field & turf damages during the use of ORGANIZATION (see Exhibit D). This deposit must be paid in full prior to the start of the season.

ORGANIZATION is responsible for the cost for propane use, PG&E and the cost to change the locks at the end of each season. This cost will be remitted at the end of the season, based on a percentage of field use.

In the event DISTRICT shall provide maintenance at the expense of ORGANIZATION, or the DISTRICT is required to respond to a call-out at a time outside the DISTRICT'S regular business hours, the ORGANIZATION agrees to reimburse the DISTRICT according to the following rates:

Labor:	\$35.00/hour
Mower:	\$25.00/hour
Utility Vehicle:	\$35.00/hour
Tractor:	\$40.00/hour
Backhoe:	\$70.00/hour
Dump Truck:	\$50.00/hour
Boom Truck:	\$81.00/hour
Call out Fee	\$150 per occurrence + labor cost if time spent exceeds 2 hours

### **18.3. Delinquent Payment**

In the event ORGANIZATION shall be delinquent by more than fifteen (15) days in the payment of any sums due under the terms of section 18.2, DISTRICT shall cancel all future scheduled and yet to be scheduled use of DISTRICT-owned facilities until past due payments are paid in full.

## **Section 19. Law Governing**

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

## **Section 20. Term**

### **20.1. Term and Extensions**

Subject to the provisions of this AGREEMENT, the term of this AGREEMENT shall commence on the date herein and shall continue through and including the 1<sup>st</sup> day of November, 2017.

Opportunities shall be granted for ORGANIZATION and DISTRICT to review this AGREEMENT on a yearly basis to enact amendments and assignments to AGREEMENT as provided in Section 14 of this AGREEMENT. Any proposed amendments and assignments may be refused by ORGANIZATION or DISTRICT at said parties own discretion.

### **20.2. Termination by DISTRICT**

Notwithstanding the foregoing, DISTRICT, in the case of ORGANIZATION breaches, may terminate this AGREEMENT, with thirty (30) days notification, by giving the ORGANIZATION written notice of any material breach under this AGREEMENT, if:

- a) said breach is curable by the payment of money and remains uncured thirty (30) days after said notice; or
- b) said breach is not curable by the payment of money but is otherwise curable within thirty (30) days after said notice and remains uncured after said thirty (30) days; or
- c) said breach is neither curable by the payment of money nor otherwise reasonably curable within thirty (30) days after said notice and ORGANIZATION fails both to commence said cure within said thirty (30) days and to prosecute diligently said cure to completion thereafter; or
- d) ORGANIZATION files a voluntary petition in bankruptcy or insolvency or otherwise seeks relief as a debtor, or, if an involuntary petition therefore is filed against ORGANIZATION and such petition is not dismissed within ninety (90) days; or
- e) ORGANIZATION fails to remain in compliance with any and all terms of this AGREEMENT; or
- f) ORGANIZATION shall disband.

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

### **20.3. Termination by ORGANIZATION**

Notwithstanding the foregoing, ORGANIZATION, in the case of DISTRICT breaches, may terminate this AGREEMENT by giving the DISTRICT written notice of any material breach under this AGREEMENT, if:

- a) said breach is curable by the payment of money and remains uncured thirty (30) days after said notice; or
- b) said breach is not curable by the payment of money but is otherwise curable within thirty (30) days after said notice and remains uncured after said thirty (30) days; or
- c) said breach is neither curable by the payment of money nor otherwise reasonably curable within thirty (30) days after said notice and DISTRICT fails both to commence said cure within said thirty (30) days and to prosecute diligently said cure to completion thereafter; or
- d) DISTRICT fails to remain in compliance with any and all terms of this AGREEMENT.

20.4. Disposition of Certain Property

ORGANIZATION hereby acknowledges and agrees that any and all equipment and all DISTRICT purchased equipment and materials used in connection with Hiller Sports Complex shall remain the property of the DISTRICT, and ORGANIZATION acknowledges that it shall not be entitled to remove such property from Hiller Sports Complex upon the expiration or termination of this AGREEMENT, regardless of reason.

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

***MCKINLEYVILLE COMMUNITY SERVICES DISTRICT***

\_\_\_\_\_  
David Couch, Vice-President of the Board of Directors

ATTEST: \_\_\_\_\_  
Emily Abfalter, Secretary to the Board of Directors

***Mad River Youth Soccer League***

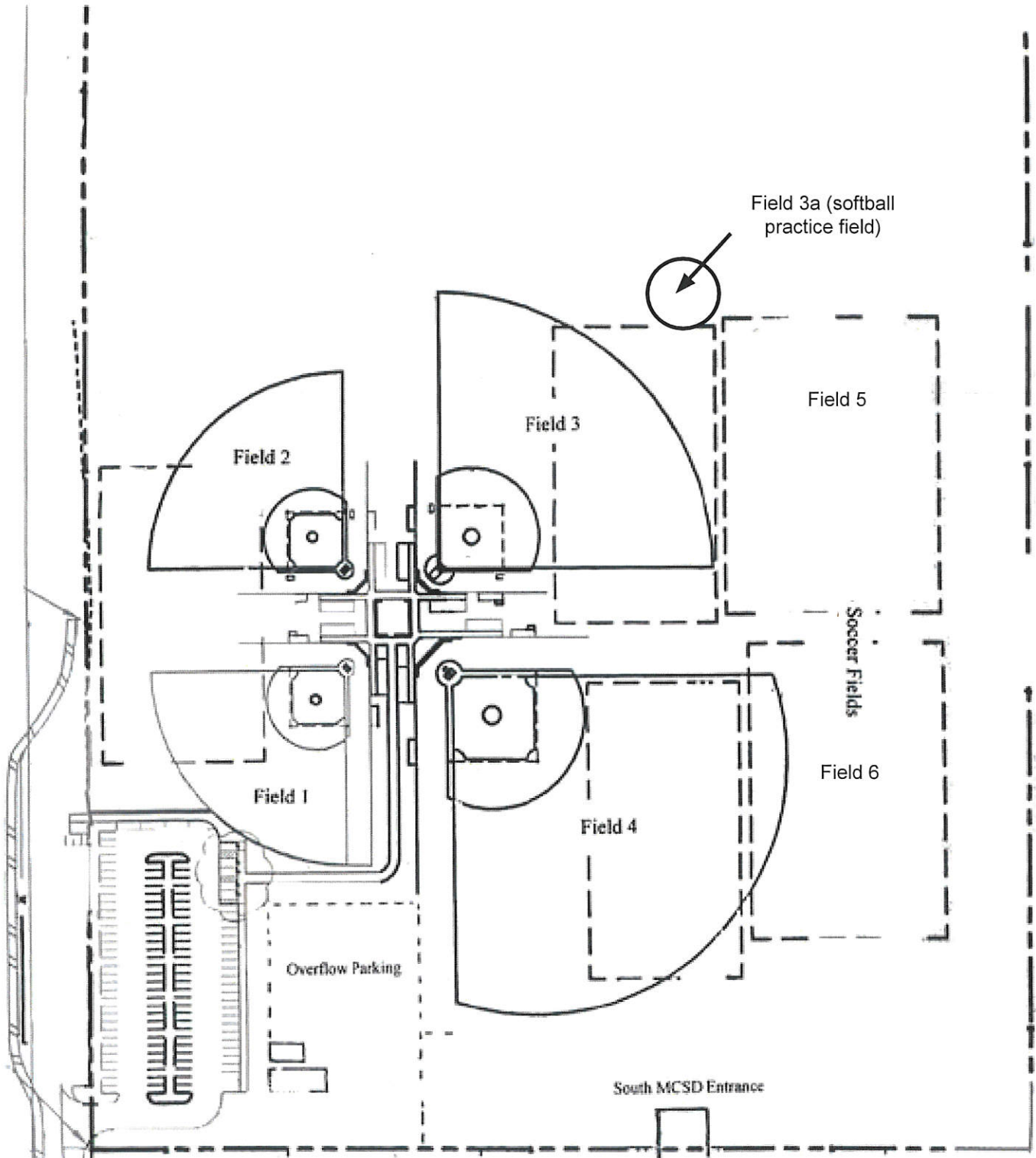
\_\_\_\_\_  
President of Mad River Youth Soccer League

## **The Facility Use AGREEMENT Checklist**

Please note: This contract is not considered complete until the user ORGANIZATION submits the following information to MCSD.

<b><u>Item:</u></b>	<b><u>Attachment #:</u></b>	<b><u>Completed:</u></b>	<b><u>Date:</u></b>
Completed District Facility Use Form	Attachment 1		
League Schedule	Attachment 2		
Tournament Schedule (if applicable)	Attachment 3		
Practice Schedule	Attachment 4		
Proof of Insurance	Attachment 5		
Phone List of Managers and Board Members	Attachment 6		
Facility (emergency) Cell Phone #	Attachment 7		
All Other Field Usage Requests	Attachment 8		
Coach/Manager Contact Information	Attachment 9		
Organization Liability Release Form	Attachment 10		

**McKINLEYVILLE COMMUNITY SERVICES DISTRICT**  
*Hiller Sports Complex - Site Map*



## ARTICLE IV - PARKS AND RECREATION

### REGULATION 40 - RECREATION AND PARKS ADVISORY COMMITTEE

**Rule 40.01. MEMBERSHIP** - the McKinleyville Community Services District Recreation and Parks Advisory Committee shall consist of eleven (11) members and two (2) alternate members who shall serve without compensation selected as follows:

- (a) One (1) non-voting member shall be a member of the District Board.
- (b) 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.
- (d) The two (2) alternate members will not become voting members unless a regular voting member is absent. In the event that both alternates are present when only one regular member is absent, the alternates will decide upon which of the two (2) will fill the absent chair by a mutually agreed upon method. In the event the alternates cannot determine a method of decision, the committee chair will choose an appropriate decision making method.
- (e) All members of the Recreation Advisory Committee will represent to the extent possible various recreational interests of the community including but not limited to business, environmental, equestrian, sports, seniors, trails and youth. Recommendations for appointment may be made by the then current members of the committee.
- (f) Any citizen, residing in the service area of the McKinleyville Community Services District may apply to the District Board for appointment to fill vacant seats on the Recreation Advisory Committee.

**Rule 40.02. APPOINTMENT** - the committee members shall be appointed as follows:

- (a) The Board of Directors shall announce each vacancy and shall state they are seeking applicants, setting forth the qualifications, if any required.
- (b) The Board of Directors shall interview each applicant, after which a majority of the Board of Directors, may select the most qualified to fill the vacancy.

**Rule 40.03. MEMBER QUALIFICATIONS** - all members, other than the high school member, shall be resident electors of the McKinleyville Community Services District; the student members shall be a resident of McKinleyville. No members of the Recreation Advisory Committee shall be a family member or related to a full-time MCSD employee.

**Rule 40.04. TERMS OF OFFICE** -the committee members shall serve terms as follows:

- (a) Appointment of District Board Members shall be for a term of one (1) year. Such member shall be a non-voting member.

- (b) Appointment of McKinleyville Area Fund members and non-student community members shall be for a term of four (4) years. The term for student members shall be up to 4 years, limited by their High School graduation date.
- (c) Terms of the other non-Board of Director committee members shall be staggered so that no more than two (2) terms shall expire in any given year.
- (d) The annual expiration date of appointment shall be January 31st.

**Rule 40.05. REMOVAL** - members of the Committee may be removed by a majority vote of the District Board of Directors.

**Rule 40.06. ABSENCES** - if any member of the Committee is absent without prior notification to the Recreation Director for three (3) regular consecutive meetings, the Recreation Director shall certify that fact to the Board of Directors and the Board of Directors shall thereafter declare the position on the Committee to be vacant and proceed to fill the position by appointment.

**Rule 40.07. ELECTION OF OFFICERS** - the Committee shall, as soon as practicable, after the time of the annual appointment of a member or members to such Committee, elect its' officers. No member shall hold the same office for more than two (2) consecutive years.

**Rule 40.08. OFFICERS** - the Committee shall elect a Chairperson and Vice-Chairperson from among its members.

**Rule 40.09. MEETINGS** - the Committee shall hold regularly scheduled meetings in the Board of Directors Chambers of the District Office, or at such other place within the District as may be designated by the Committee, and may hold such additional meetings as it may deem necessary or expedient. All meetings must be noticed in compliance with state and federal laws.

**Rule 40.10. TIME/LOCATION OF MEETINGS** - the time of the regular meetings shall be as established from time to time by the committee members.

**Rule 40.11. QUORUM** - a majority of the Committee shall constitute a quorum for the purpose of transacting business of the Committee.

**Rule 40.12. RECORDS** - written records of all the proceedings, findings, determinations and transactions of the Committee shall be kept, which record shall be a public record and a copy of which record shall be filed with the District Secretary.

**Rule 40.13. POWERS AND DUTIES** - the Recreation and Parks Advisory Committee shall have the following powers and duties:

- (a) To serve in an advisory capacity to the Board of Directors and District Staff in all matters pertaining to public recreation, parks, and their respective facilities;
- (b) To make recommendations to the Board of Directors and District Staff with respect to the provisions of the annual budget for recreation and parks purposes;



- (c) To recommend to the Board of Directors acceptance or rejection of offers of donations of money, personal property and real property to be used for recreation and parks purposes;
- (d) To recommend to the Board of Directors a comprehensive recreation and park services program for the inhabitants of the District, to promote and stimulate public interest therein, and to solicit to the fullest extent the cooperation of school authorities and other public and private agencies interested therein;
- (e) To recommend for adoption by the Board of Directors rules and regulations for the use and improvement of the District's recreation services and parks and their respective facilities;
- (f) To recommend to the Board of Directors and District staff policies for the acquisition, development and improvement of recreation and parks areas; and
- (g) To perform such other duties relating to recreation and park matters as may be prescribed by the Board of Directors.

## **REGULATION 41 - RECREATION AND PARK SYSTEM**

### **Rule 41.01. INJURY TO OR MISUSE OF RECREATION AND PARKS SYSTEM PROPERTY - NO PERSON SHALL:**

- (a) Willfully mark, deface, injure, tamper with, or displace or remove any buildings, bridges, tables, benches, fireplaces, railings, bleachers, ball fields, water lines, paving or paving materials or other public utilities or parts thereof, signs, notices or placards, whether temporary or permanent, monuments, stakes, posts or other boundary markers, or other structures or equipment, or recreation and parks system property or appurtenances whatsoever, either real or personal.
- (b) Litter, soil or defile buildings, structures, grounds, equipment or other recreation and parks system property or appurtenances whatsoever. Trash, litter and other debris must be deposited into the proper receptacles.
- (c) Remove any soil, rock, stones, turf, trees, shrubs, or plants, down timber or other wood or materials or make any excavations by tool, equipment or any other means or agency.
- (d) Construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public utility into, upon or across such land except by District permit.
- (e) Trespass upon any area where prohibited.
- (f) Hunt, molest, or otherwise harm wildlife and plant life within the recreation and parks system.
- (g) Announce, advertise or call the public attention in any way to any article or service for sale or hire, except by District permit.
- (h) Paste, glue, tack or otherwise post any sign, placard, advertisement, or inscription whatever, nor shall any person erect or cause to be erected any sign whatever within the recreation and parks system without permission from the District.
- (i) Use any system for amplifying sounds, whether for speech or music or otherwise within the recreation and parks system unless a Special Event Reservation Form and



Permit or Community Event Reservation Application and Permit is first secured from the District.

- (j) Discharge any weapon of any type within the recreation and park system boundaries for any reason.
- (k) Make fires of any type for any reason in any area that is not properly equipped and designated to contain a fire.
- (l) Use model rockets and remote control model airplanes in McKinleyville Parks and Open Space without prior written approval from the District's General Manager.

**Rule 41.02. POLLUTING WATERS OR DUMPING REFUSE PROHIBITED - NO PERSON SHALL:**

- (a) Throw, discharge, or otherwise place or cause to be placed in the waters of any fountain, pond, stream or any other body of water in or adjacent to any component of the recreation and park system or any tributary, stream, storm sewer or drain flowing into such waters any substance, matter or things, liquid or solid, which will or may result in the pollution of said waters.
- (b) Dump, deposit, or leave any trash not created within the boundaries of the recreation and park system.

**Rule 41.03. OPERATION OF MOTORIZED VEHICLES--PROHIBITED ACTS - NO PERSON SHALL:**

- (a) Fail to comply with all applicable provisions of the Vehicle Code of the State of California in regard to equipment and operation of motorized vehicles together with such regulations as are contained in this ordinance.
- (b) Fail to obey all law enforcement officers and District employees who are hereafter authorized and instructed to require persons within the boundaries of the recreation and park system to adhere to the provisions of these regulations.
- (c) Fail to observe carefully all traffic signs, parking signs, and all other signs posted for the proper control of traffic and to safe guard life and property.
- (d) Operate a motorized vehicle, other than MCSD-authorized vehicles, within the boundaries of the facility except in those areas designated as driveways.

**Rule 41.04. OPERATION OF NON-MOTORIZED VEHICLES--PROHIBITED ACTS - NO PERSON SHALL:**

- (a) Non-motorized vehicles shall be defined as any form of transportation in which human or gravitational energy powers the source of transportation. Examples of such transportation are defined as bicycles, skateboards, roller blades, roller skates, etc.
- (b) Fail to comply with all applicable provisions of the Vehicle Code of the State of California in regard to equipment and operation of non-motorized vehicles together with such regulations as are contained in this ordinance.
- (c) Fail to obey all law enforcement officers and District employees who are hereafter authorized and instructed to require persons within the boundaries of the recreation and park system to adhere to the provisions of these regulations.
- (d) Fail to observe carefully all traffic signs, parking signs, and all other signs posted for the proper control of traffic and to safe guard life and property.

- (e) Operate non-motorized vehicles on any sidewalks, on pathways designated for pedestrian traffic only, and within turf and landscaped areas.

#### **Rule 41.05. CONDUCT - ALCOHOLIC BEVERAGES**

- (a) Patrons may use alcoholic beverages with meals in designated areas at recreation and parks system facilities, provided they conduct themselves in an orderly manner;
- (b) Alcoholic beverages may be served or may be sold by permit only at designated recreation and parks system facilities where sales are not prohibited and provided a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit have been secured;
- (c) No person shall be under the influence of intoxicating substances as provided in Section 647 (f) of the California Penal Code;
- (d) The District may withdraw the privilege to use alcoholic beverages at anytime if the rules and regulations as are contained in this ordinance are not abided by;
- (e) Use of intoxicating substances other than alcohol is prohibited.

**Rule 41.06. PETS** - pets may be off leash at outdoor facilities in designated areas and facilities only and must be under voice control at all times. Animal owners are responsible for removal of animal excrement from the facility.

**Rule 41.07. OVERNIGHT USE PROHIBITED** - there is to be no camping or loitering on the grounds or in public buildings or structures between sunset and sunrise unless a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit are first obtained from the District.

**Rule 41.08. FIRES** - fires will be allowed on grounds only in those areas equipped with District provided equipment designated for the containment of fires.

### **REGULATION 42 - OPERATION OF PIERSON PARK**

**Rule 42.01. GAZEBO BARBECUE COMPLEX** - the gazebo barbecue complex is defined as the area encompassed by the gazebo located in the central portion of the park. Individuals or organizations desiring organized use of any portion of the gazebo barbecue complex for an organized function may do so by obtaining a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit only..

**Rule 42.02. HORSESHOE PITS** - the public may use the horseshoe pits on a first come basis. Any individual or organization desiring to use the horseshoe pits for an organized function may do so by obtaining a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit only.

**Rule 42.03. WESTERLY PICNIC TABLES/BARBECUES** - the public may use the picnic tables and barbecues located along the western park perimeter on a first-come basis only.

**Rule 42.04. PICNIC PAVILION AND BARBECUE** - the picnic pavilion is defined as the large covered picnic area to the west of the playground and east of the horseshoe pits. Individuals or organizations desiring organized use of any portion of the picnic pavilion and

barbecue may do so by obtaining a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit only.

**Rule 42.05. OVERNIGHT USE PROHIBITED** - All events shall conclude at 10:00 p.m. Sunday-Thursday and at Midnight on Friday and Saturday. Overnight use is prohibited unless a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit are first obtained from the District.

**Rule 42.06. FIRES** - fires will be allowed on grounds only in those areas equipped with District provided equipment designated and in portable barbecues designated for the containment of fires.

**Rule 42.07. PETS** - the designated off leash area is defined as the area of the park east of Azalea Hall's Hewitt Room and north of the gazebo. Horses are not allowed.

### **REGULATION 43 - OPERATION OF HILLER PARK**

**Rule 43.01. PICNIC AREA USE** - the picnic area is defined as the area of the park east of the western perimeter of the volleyball court. Individuals or organizations desiring organized use of any portion of the picnic area in Hiller Park for the purpose of holding organized functions may do so by obtaining a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit only.

**Rule 43.02. PETS** - the designated off leash area is defined as the area of the park west of the westerly perimeter of the volleyball court. Horses are prohibited in the picnic area.

**Rule 43.03. FIRES** - fires will be allowed on grounds only in those areas equipped with District provided equipment designated and in portable barbecues designed for the containment of fires.

**Rule 43.04. OVERNIGHT USE PROHIBITED** - all events shall conclude at 10:00 p.m. Sunday-Thursday and at Midnight on Friday and Saturday. Overnight use is prohibited unless a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit are first obtained from the District.

### **REGULATION 44 - OPERATION OF LARISSA PARK**

**Rule 44.01. PETS** - pets must be on leash at all times.

## REGULATION 45 - PERMITS, FEES AND DEPOSITS

**Rule 45.01. FACILITY USAGE PERMITS REQUIRED** – a valid facility usage permit is required for individuals or organizations to use any indoor facility or any outdoor facility for organized functions, to use any system for amplifying sounds, or to sell or serve alcoholic beverages at an organized function.

**Rule 45.01.a. PERMIT TYPE DEFINITIONS** - the District shall issue permits based on the following definition of use:

- (a) A "Special Event" shall be defined as use deemed to be non-programmatic with estimated attendance of less than 500 persons and no more than posted capacities at indoor facilities; for which off road and facility parking space is adequate; for which street closures are not required; and for which cancellation of approved vendor programs is not required.
- (b) A "Large Scale Community Event" shall be defined as use deemed to be non-programmatic with estimated attendance of more than 500 persons but no more than posted capacities at indoor facilities or for which off-road and facility parking space is adequate; or for which street closures may be required; or for which cancellation of an approved vendor program is required.
- (c) A "Vendor Contract" shall be defined as use by those individuals approved by the District Board of Directors, offering ongoing programs on a regular basis for no more than twelve months.

**Rule 45.02. FACILITY USAGE PERMIT PROCESS** - any individuals or organizations seeking issuance of a facility usage permit hereunder shall file a request for permit to use District facilities on the appropriate reservation form provided by the District. All requests must be filed with the District along with the required facility usage deposit, usage fees, proof of appropriate insurance coverage, and fees for other services at least (10) working days prior to the actual event date. The Recreation Director, under direction of the Board, may impose additional conditions for approval.

**Rule 45.03. FACILITY USAGE FEES** - facility usage fees, as established and adopted by the District Board shall be charged for and must accompany each facility usage permit request required hereunder for said facility usage permit request to be fully and properly executed by the District.

**Rule 45.03.a. FEE STRUCTURE DEFINITIONS** - the District shall identify the following fee structure definitions when charging customers for use of facilities:

- (a) A "Non-Profit Group" shall be defined as any group or organization which can supply proof of non-profit status via the Internal Revenue Service code. Other Governmental entities shall be considered as falling within the guidelines of this definition.
- (b) A "Vendor" shall be defined as an individual or organization, approved by the District Board of Directors that has a fully executed vendor contract for use of District facilities.

- (c) A "Private Citizen/Business" shall be defined as other potential users not fitting within the "non-profit group" or "vendor" definition.
- (d) A "Commercial Event" shall be defined as an event being held for the purpose of private financial gain for an individual or organization.
- (e) An "Event Host" shall be defined as a District employee who has received training regarding use of District facilities for outside events. Event hosts are required for all events except those taking place at Azalea Hall concurrently with McKinleyville Senior Center events or at District facilities for those events sponsored by a District approved vendor.
- (f) The "All Day Rate" shall be defined as a fee charged specifically for use of the Hewitt Room at Azalea Hall and which includes access to the facility for a maximum of twelve continuous hours.
- (g) The "Half-Day Rate" shall be defined as a fee charged specifically for use of the Hewitt Room at Azalea Hall and which includes access to the facility for a maximum of six continuous hours.
- (h) The "Off-Peak Use Discount" shall be defined as a 25% discount on hourly rates only which can be applied to the following facilities and hours only: Activity Center-Monday through Friday before 3:00p.m; Azalea Hall-Sundays and Monday through Thursday after 4:00p.m.

**Rule 45.03.b. FACILITY USE FEES** - the District shall charge the following rates for use of a District-owned facility for each use specified below:

ACTIVITY CENTER

Non-Profit Groups/Vendors	\$35.00/hour
Private Citizen/Business	\$50.00/hour

AZALEA HALL-ENTIRE FACILITY

Non-Profit Groups/Vendors	\$61.00/hour
Private Citizen/Business	\$81.00/hour

AZALEA HALL-HEWITT ROOM

Non-Profit Groups/Vendors	\$47.00/hour
Private Citizen/Business	\$58.00/hour
All Day Rate	\$510.00
Half Day Rate	\$302.50

AZALEA HALL-MEETING ROOM

Non-Profit Groups/Vendors	\$17.00/hour
Private Citizen/Business	\$23.00/hour

AZALEA HALL-KITCHEN

All Users	\$17.00/hour
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#### LIBRARY CONFERENCE ROOM

Non-Profit Groups/Vendors	\$25.00/hour
Private Citizen/Business	\$28.00/hour

#### TEEN CENTER-ENTIRE FACILITY

Non-Profit/Vendors	\$64.00/hour
Private Citizen/Business	\$80.00/hour
All Day (12 hr) Rate	\$875.00
Half Day (6 hr) Rate	\$450.00

#### TEEN CENTER-MULTI PURPOSE ROOM

Non-Profit/Vendors	\$37.00/hour
Private Citizen Business	\$45.00/hour

#### TEEN CENTER-MUSIC ROOM

Non-Profit/Vendors	\$24.00/hour
Private Citizen Business	\$30.00/hour
All Day (8 hr) Rate *weekends only	\$200.00

#### TEEN CENTER-KITCHEN

All Users	\$35.00/hour
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#### PARKS

Gazebo Picnic Area	\$53.00/4 hrs
Picnic Pavilion	\$105.00/4 hrs
Special Event	\$158.00/day
*Commercial Events	\$263.00/day
*Requires Facility Host @ \$35.00 per hour unless overtime wages apply	

#### SPECIAL EVENT SERVICES

Event Staff	\$18.00/hour
Event Setup	
Events with less than 100 persons	\$81.00
Events with 101-200 persons	\$112.00
Events with more than 200 persons	\$142.00

#### Event Cleanup

Events with less than 100 persons	\$142.00
Events with 101-200 persons	\$173.00
Events with more than 200 persons	\$210.00

**Rule 45.03.c. EVENT SERVICES FEES** - the District shall charge a fee of \$18 per hour for an event host for those events requiring such a host. The minimum charge shall be two hours. Other events service fees shall be determined each year and are based on the direct expense associated with providing said service. Such event fees shall be established and adopted by the Board.

**Rule 45.03.d. RECREATION PROGRAM FEES** - the District shall charge participants program fees based on the direct expenses associated with each individual program. Program fees shall be determined each year and as programs are added to the Department's current services index. Program fees shall be adopted by the Board within two months of the inception or change of fees.

**Rule 45.04. DEPOSIT** - a facility usage deposit, as established and adopted by the District Board must accompany each facility usage permit request for any facility usage permit required hereunder. The facility usage deposit shall be refunded to the applicant within fifteen working days if the facility is restored to pre-use conditions. If District clean-up is required to restore the facility to pre-use conditions or damage is noted to the facility, any refund will be less the expense associated with returning the facility to pre-use conditions.

**Rule 45.04.a. FACILITY USE DEPOSIT FEES** - the District shall charge a \$100 deposit for events which qualify and are defined as special events. The District shall charge a \$200 deposit for events which qualify and are defined as large-scale community events.

**Rule 45.05. INSURANCE** - a facility usage permit request shall not be considered fully executed unless the individual or organization seeking issuance of a facility usage permit obtains and furnishes liability coverage for the event which is acceptable to the District. The Recreation Director may impose additional conditions for approval.

**Rule 45.06. PERMITS FOR USE OF FACILITIES** - the District shall only grant a facility usage permit for organized use of a facility when each of the following findings can be made:

- (a) The requested area of the recreation and parks system for which the facility is located within is available during the period for which the facility usage permit is requested;
- (b) The expected attendance does not exceed the capacity of the facility or area.
- (c) The use for which the facility usage permit is sought complies with the use established for the facility or area requested.

**Rule 45.07. USE OF SOUND AMPLIFICATION SYSTEM** - the District shall only grant permission for use of any sound amplification system when each of the following findings can be made:

- (a) The individual or organization seeking permission for use of a sound amplification system must file, with the District, a facility usage permit request for the facility in which use of the sound amplification system is requested.
- (b) The sound amplification system proposed will not unduly inconvenience or disturb neighboring properties or other recreation and parks system facility users.
- (c) The maximum noise from use of the sound amplification system complies with Humboldt County's Noise Regulations.
- (d) The use for which permission is sought complies with the use established for the facility or area requested.



For those events at which sound amplification systems are utilized, the following requirements shall also be required:

- (a) A District supervisor will be assigned to be present throughout the event.

**Rule 45.08. SALE OR SERVICE OF ALCOHOLIC BEVERAGES** - the District shall only grant permission for sale or service of alcoholic beverages when each of the following findings can be made:

- (a) The individual or organization seeking permission for sale or service of alcoholic beverages must file, with the District, a facility usage permit request for the facility in which the sale of alcoholic beverages is requested;
- (b) If applicable, the individual or organization seeking permission has a valid permit from the Alcohol Beverages Commission to sell alcohol;
- (c) If applicable, the individual or organization seeking permission has secured outside security services;
- (d) The use for which permission is sought complies with the use established for the facility or area requested.

For those events at which alcohol is served or sold, the following requirements shall also be required:

- (a) A District supervisor will be assigned to be present throughout the event;
- (b) Facilities will not be rented for events at which the consumption of alcoholic beverages will be a principal activity.

The Recreation Director has the authority to impose additional conditions as a requirement for issuance of a fully executed Special Event Reservation Form and Permit or Community Event Reservation Application and Permit.

**Rule 45.09. USE OF DISTRICT-OWNED EQUIPMENT** - the District shall make available to individuals or organizations recreation-related equipment, which can be utilized for outdoor use. District shall only grant permission for use of District-owned equipment when each of the following findings can be made:

- (a) The individual or organization seeking permission for use of District-owned equipment must be requesting said equipment in conjunction with an event at a District facility which is being sponsored by the individual or organization;
- (b) The Individual or organization must file, with the District, a facility usage permit request for the facility in which the equipment will be utilized;
- (c) The requested equipment is available during the period for which use of the equipment is requested;
- (d) The individual or organization requesting use of MCSD-owned equipment furnishes the District with appropriate liability coverage.

**Rule 45.10. APPEALS** - an appeal of the action of District staff on any Facility Use Permit pursuant to this regulation must be in writing and filed by or on behalf of the individual or organization seeking the facility usage permit, within (10) days after the action of District staff on the facility usage permit request. The appeal shall set forth in detail the factual and legal basis of the appeal. The Board of Directors shall consider and act on the appeal within forty-five (45) days after the appeal is filed. The individual or organization



filing the appeal shall be entitled to submit oral or written evidence to the Board in support of the appeal. Action of the Board of Directors on the appeal shall be final.

## **REGULATION 46 - ENFORCEMENT**

**Rule 46.01. VIOLATIONS** - any violation of these rules and regulations relating to the use of District facilities located within the recreation and parks system is a misdemeanor, punishable by law.

## **REGULATION 47 - HILLER SPORTS SITE DEVELOPMENT, MANAGEMENT AND SCHEDULING COMMITTEE**

**Rule 47.01. MEMBERSHIP** - the McKinleyville Community Services District Hiller Sports Site Development, Management and Scheduling Committee shall consist of members described below whom shall serve without compensation selected as follows:

- (a) Committee size shall be determined by the number of local sports organizations having and maintaining a current Hiller Sports Site Development, Funding, Maintenance, and Use Agreement with District who nominate a member to the Committee and an additional member shall be from the District's Recreation Advisory Committee and an additional member shall be appointed to the Committee by the Board which member shall be of the general public.

**Rule 47.02. APPOINTMENT** - the committee members shall be appointed as follows:

- (a) All local sports organizations with a valid and current IRS non-profit identification number and who have and maintain a current Hiller Sports Site Development, Funding, Maintenance and Use Agreement with District are invited to nominate one member and one alternate member to the Committee. Such nominations shall be made in writing to the Director of Parks and Recreation. Recommendations for appointment shall be made by the Committee to the Recreation Advisory Committee who shall in turn recommend nominees to the District's Board of Directors. Appointment shall be made by the District's Board of Directors.
- (b) One member shall be a member of the Recreation Advisory Committee. Recommendations for appointment shall be made by the Recreation Advisory Committee. Appointment shall be made by the District's Board of Directors.
- (c) One member shall be a member of the general public who is a resident elector of the District and who shall hold no official office with any local sports organization desiring to offer programs at the Hiller Sports Site. Such member shall be nominated by the Committee who shall forward a recommendation to the Recreation Advisory Committee who shall in turn forward a recommendation to the District's Board of Directors. Appointment shall be made by the District's Board of Directors.

**Rule 47.03. MEMBER QUALIFICATIONS** - each member shall meet one of the criteria named above in Rule 47.02.

**Rule 47.04. TERMS OF OFFICE** - the Committee members shall serve terms as follows:

- (a) Appointment of the Recreation Advisory Committee member representative of Committee and member of the general public to the Committee shall be for a term of two (2) years. Such members may be re-appointed to successive terms.
- (b) Terms of other members shall be for a term of one (1) year. Such members may be re-appointed to successive terms.
- (c) The annual expiration date of each term shall be January 31st.

**Rule 47.05. REMOVAL** - members of the Committee may be removed by a majority vote of the District Board of Directors.

**Rule 47.06. ABSENCES** - if any member of the Committee is absent without prior notification to the Director of Parks and Recreation for two (2) regular consecutive meetings, the Director of Parks and Recreation shall certify that fact to the organization for whom the individual is a representative and to the District's Board of Directors. The District's Board of Directors shall thereafter declare the position on the Committee to be vacant and proceed to fill the position as outlined in 47.02. Should the vacated position have a designated alternate, said alternate shall be appointed to full membership status. The organization of which the alternate is a member shall be authorized to nominate a designated alternate.

**Rule 47.07. ELECTION OF OFFICERS** - the Committee shall, as soon as practicable, after the time of the annual appointment of a member or members to such Committee, elect its' officers. No member shall hold the same office for more than two (2) consecutive years.

**Rule 47.08. OFFICERS** - the member of the Committee who is a representative of the District's Recreation Advisory Committee shall be designated as Chairperson of the Committee. The member of the Committee who is a representative of the general public shall be designated as Vice-Chairperson.

**Rule 47.09. RECORDS** - written records of all proceedings, findings, determinations, and transactions shall be kept, which record shall be a public record and a copy of which record shall be filed with the District's secretary.

**Rule 47.10. POWERS AND DUTIES** - the Committee shall have the power and duty to serve in an advisory capacity to the District's Recreation Advisory Committee and the Board of Directors in all matters pertaining to the development, scheduling, maintenance, and use of the Hiller Sports site.

**MCKINLEYVILLE COMMUNITY SERVICES DISTRICT**  
**Hiller Sports Site Master Facility Fee Schedule**

**Facility Use Fees**

<u>Turf Field Use</u> .....	\$28/hour per field
<u>Baseball Field Use</u> .....	\$28/hour per field
<u>Baseball Field Use (Youth groups)</u> .....	\$14/hour per field
<u>Softball Field Use</u> .....	\$28/hour per field
<u>Softball Field Use (Youth groups)</u> .....	\$14/hour per field

**Baseball/Softball Tournament Use**

50% reduction from regular hourly rates. Tournaments must have a minimum of 4 teams and 8 hours of continuous play per day.

**Additional Fees**

<u>Field Preparation- Ballfields</u> .....	\$35/hour per field
<u>Field Preparation- Turf Areas</u> .....	\$35/hour per field
<u>Concession Stand Use- Regular weekdays</u> .....	\$10/day
<u>Concession Stand Use- Regular weekends</u> .....	\$25/day
<u>Concession Stand Use- Tournaments</u> .....	\$25/day
<u>Insurance (if provided by District)</u> .....	Variable
<u>Facility Usage Deposit</u> .....	Variable

# MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

## Department of Parks & Recreation Department

### OPERATION & MAINTENANCE RESPONSIBILITIES HILLER SPORTS COMPLEX

The following information specifies Operation & Maintenance responsibilities performed by Mad River Youth Soccer League (ORGANIZATION) for the season as defined by the McKinleyville Community Services District's (MCSD) Facility Use Agreement Contract:

1. **Ball Diamond Preparation, Maintenance & Safety Seminar:**
  - a. Prior to the start of the season, designated ORGANIZATION representative(s) involved with field maintenance must attend a 1-hour Ball Diamond Preparation Maintenance & Safety Seminar with MCSD staff.
2. **In-Kind Field Maintenance:**
  - a. Any field maintenance performed by ORGANIZATION representatives must be pre-approved in writing by the DISTRICT in order to be considered as "in-kind labor" for credit towards facility use fees.
    - i. Any maintenance done without pre-approval from the DISTRICT will not be eligible for credit.
3. **Field Preparation:**
  - a. All field preparation will be the responsibility of ORGANIZATION.
  - b. If necessary ORGANIZATION may request MCSD to prep ball fields for a fee.
4. **Field Repairs:** (See section 9.2. of the Facility Use Agreement.)
  - a. ORGANIZATION shall be held responsible for all damage or vandalism to District facilities occurring during ORGANIZATION's use of the facilities.
  - b. Upon notification by MCSD, ORGANIZATION is responsible to repair all damages immediately, or within a schedule approved by MCSD.
  - c. If ORGANIZATION is unable or unwilling to repair the damages, MCSD reserves the right to make the necessary repairs and bill ORGANIZATION for all costs.
  - d. Damaged or unsafe fields shall be unavailable for use until repairs are completed.
5. **Grounds, Daily Restroom & Parking Lot Cleanup:**
  - a. ORGANIZATION agrees to clean grounds and to monitor, patrol, and keep the bathrooms and parking lot clean during their usage.
  - b. Grounds are to include the sports fields, sidewalks surrounding the concession area, under the bleachers, and the sidewalk pathway leading to the parking lot.
    - i. Cleaning of grounds is to include:
      1. Trash pick-up and disposal (*\*NOTE: the dumpster on site at HSS is owned by McKinleyville Little League and may not be available for use by other Organizations utilizing Hiller Sports Site*)
      2. Sweeping of bark and mulch back into landscape areas
  - c. Restroom cleaning shall include sweeping garbage and debris from floors, stocking supplies as necessary, and removing garbage.
  - d. If multiple organizations are using Hiller Sports Site simultaneously all organizations shall share the burden of clean-up. DISTRICT will develop a schedule for grounds clean-up responsibility, based upon percentage of field use each week.
    - i. Each Organization will be required to ensure clean-up is completed on the dates assigned to the Organization for clean-up by the DISTRICT. If ORGANIZATION wishes to purchase clean-up services from the DISTRICT

they may do so by requesting those services in advance of their scheduled dates of responsibility.

1. The labor rate for clean-up services is \$35 per hour. ORGANIZATIONS will be charged a minimum of 1 hour for services provided on any given day, but will be billed for the total time required to complete clean-up of grounds and restrooms as documented by Maintenance staff.

6. **General Cleanup of the Concession Stand:**

- a. ORGANIZATION agrees to keep the Concession Stands clean, sanitary, and up to the County Health Department standards at all times.
- b. MCSD reserves the right to inspect the Concession Stands without notice.

7. **Overflow Parking:**

- a. ORGANIZATION agrees to notify MCSD of any events requiring usage of the overflow parking area.

8. **Trash Disposal:**

- a. ORGANIZATION agrees to remove all trash bags from inside the sports complex at the end of each day of use.
  - i. Should MCSD staff be required to haul garbage from the Hiller Sports Complex following ORGANIZATION'S use, ORGANIZATION will be billed for the cost of labor and cost of dumping.
- b. No trash bags shall be left in any portion of the Concessions/Storage/Restrooms building.

9. **Supervision of Children:**

- a. ORGANIZATION agrees to notify all coaches and parents and require proper supervision at all times of all children (players and spectators) inside Hiller Sports Complex.
- b. ORGANIZATION agrees to pay for all damages and vandalism caused from unsupervised children during ORGANIZATION field usage.

10. **Rain Cancellations:**

- a. ORGANIZATION agrees to comply with MCSD guidelines regarding cancellation of fields due to unsafe conditions and/or inclement weather. (See exhibit E in the Facility Use Agreement Contract.)

## **MCKINLEYVILLE COMMUNITY SERVICES DISTRICT Parks & Recreation Department**

### **Guidelines for Cancellation of Activity on MCSD Athletic Fields**

Due to inclement weather and poor field conditions, the McKinleyville Parks & Recreation Department reserves the right to deny an athletic activity or event from playing on an MCSD field. The two (2) main purposes of these guidelines are to ensure the safety of the participants and to prevent MCSD fields from getting abused and destroyed when the turf is vulnerable. Any MCSD employee or designated person may deny use of a field and/or require an activity to stop.

#### **Examples of conditions that require cancellation of an athletic activity:**

- Standing puddles of water on the field
- Footing is unsure and slippery
- Ground is water logged and “squishy”
- Grass can be pulled out of ground easily
- Lightning
- Severe weather storms

When games are played on fields with poor and/or unsafe conditions, it often causes irreversible damages to the field. If this occurs, it can take months and in some cases years to get the field back into quality playing condition.

#### **Teams and/or leagues that refuse to follow these MCSD guidelines on Field Cancellations will be subject to the following disciplinary action:**

1. **First Offense:**  
Written warning to team and President of the Organization.
2. **Second Offense:**  
One week suspension of the team or organization from practicing on fields.
3. **Third Offense:**  
Forfeiture of a team’s privilege to either practice or play games on MCSD fields for the remainder of the season.

**HILLER SPORTS SITE**  
**In-Kind Labor and/or Materials Criteria**  
**for Receiving Credit towards Facility Use Fees**

Requests to provide in-kind labor or materials in exchange for credit towards facility use fees, MUST be made in writing and MUST be pre-approved in writing by DISTRICT staff. In-kind labor exchange will only be considered for necessary (as deemed by DISTRICT staff) field and facility maintenance currently performed by DISTRICT staff. Any work performed by ORGANIZATION representatives or volunteers prior to or without written approval from designated DISTRICT staff will not be considered for credit of any kind.

In-kind material donation exchange will only be considered for necessary (as deemed by DISTRICT staff) materials that would otherwise be purchased by the DISTRICT for use at the Hiller Sports Complex.

- 1) In Kind Labor request proposals must include:
  - a. Description of the labor to be performed
  - b. Estimated number of labor hours required to perform the work
    - i. District reserves the right to determine the amount of credit granted for labor hours based on the equivalent time that DISTRICT staff would have spent on the same task.
- 2) In Kind Material Donation request proposals must include:
  - a. Description of the dollar value of the material being donated
    - i. DISTRICT reserves the right to determine the amount of credit granted for material donations based on the amount the DISTRICT would have spent on the necessary material.
  - b. Name of the business from which the material is being purchased or donated.
  - c. Name and contact information of the individual making the donation on behalf of the ORGANIZATION.

## HILLER SPORTS SITE

### *"In Kind Work" & Field Modification Request Form*

This form must be submitted and approved by an authorized MCSD representative prior to any projects being completed by any user group at Hiller Sports Complex.

ORGANIZATION: \_\_\_\_\_

NAME OF REPRESENTATIVE: \_\_\_\_\_

PHONE: \_\_\_\_\_ DATE OF REQUEST: \_\_\_\_\_

PROJECT: \_\_\_\_\_

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PROJECT TIMELINE: \_\_\_\_\_

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SIGNATURE OF ORG. REPRESENTATIVE: \_\_\_\_\_

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#### FOR DISTRICT USE ONLY

PROJECT APPROVED: _____	PROJECT DENIED: _____
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MCSD REPRESENTATIVE: \_\_\_\_\_ DATE: \_\_\_\_\_

NOTES FROM MCSD: \_\_\_\_\_

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SIGNATURE OF MCSD REPRESENTATIVE: \_\_\_\_\_



# McKinleyville Community Services District

## BOARD OF DIRECTORS

March 1, 2017

TYPE OF ITEM: **ACTION**

**ITEM: E.1**                      **Pettlon/Professional Property Management Variance Request Regarding Leak Adjustment Policy**

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

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

### **Recommendation:**

Staff recommends that the Board review the information provided, take public comment, and determine whether to grant a leak adjustment variance for John Pettlon/Professional Property Management.

### **Discussion:**

Mr. Pettlon is requesting a leak adjustment of \$4,000.00 for the 8 units on Walker Road, McKinleyville. There were multiple leaks in different units, including one inside a wall and another underneath a unit. Diagnosis and repair of all the leaks took longer than the one-month period normally used to calculate leak adjustments according to MCSD policy.

Normal usage for account PET0070 is approximately \$380-500 per month. Bills during the leak months were as follows:

August 2016	\$1,484.98
September 2016	\$2,310.42
October 2016	\$1,996.19
November 2016	<u>\$1,395.87</u>
Total	\$7,187.46

Bills for December and January have dropped back into the normal range; the leaks have been repaired. The one-month leak adjustment proposed for October 2016 is higher than the \$500 leak-adjustment limit that the General Manager is allowed to offer without a Board-approved variance.

Staff believes that the calculation and adjustment proposed in **Attachment 2** is equitable but not necessarily applying the policy as intended.

### **Alternatives:**

Staff analysis consists of the following potential alternatives

- Grant the \$4,000.00 leak adjustment requested by Mr. Pettlon
- Grant the \$2,262.40 leak adjustment calculated per MCSD policy, but extending over four months.

- Grant the \$598.18 single-month leak adjustment calculated per MCSD policy.
- Take No Action. Mr. Pettlon will receive the maximum non-variance leak adjustment of \$500.00

**Fiscal Analysis:**

One-month leak adjustment calculation of \$598.18, maximum leak adjustment of \$500 per MCSD policy, **Attachment 1.**

Four-month leak adjustment totaling \$2,262.40, calculated per MCSD policy, but considering diagnosis and repair efforts from August through November 2016, **Attachment 2.**

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

- Attachment 1 – John Pettlon Variance Application, Original Leak Adjustment Request, and Original Leak Adjustment Calculation
- Attachment 2 – Calculated Four-Month Leak Adjustment
- Attachment 3 – Resolution 2011-10 Water Leak Adjustment Policy

RECEIVED

JAN 12 2017

McK. C.S.D.

## VARIANCE APPLICATION

## MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

1. NAME: John Pettchen / Care of Professional Property Management  
 2. MAILING ADDRESS: C/O PPM 710 E St Suite 140, Eureka, CA 95501  
 3. TELEPHONE ADDRESS: (707) 444-3835 ext 117 4. Account # PET 0070  
 5. VARIANCE REQUESTED: \$4,000

This property has 8 total stand alone units. None have individual shut-offs. We went inside every unit and leak was very hard to find. We thought we had found it two previous times before finding one inside a wall and underneath a unit.

6. EXPLAIN UNIQUE NATURE OF SITUATION: Multiple plumbing leaks in different units. We had plumber go through every unit. Leak was found inside a wall and under a unit.

7. EXPLAIN HARDSHIP IF STANDARD ENFORCED: Extremely high bill.

8. EXPLAIN HOW APPROVAL WOULD NOT DEFEAT PURPOSE OF STANDARD  
we do alot of business with you This is a very rare occurance. We paid the bill in good faith every month believing we solved the problem.

Signed: Harry Stank Date: 1/12/2017

Receipt #: 28352 Date: 1/12/17

NOTE: \$25 FILING FEE IS NON-REFUNDABLE

RECEIVED

McKinleyville Community Services District  
1656 Sutter Road  
McKinleyville, Ca 95519  
(707) 839-3251

Professional Property Management

DEC 22 2016

DEC 21 2016

McK. C.S.D.

RECEIVED

Water Leak Adjustment Request

Date: 12/20/2016

Name: Professional Property Mgmt Phone Number: (707) 444-3835 ext 117 (Henry)

Service Address: 2040 Walker Ave, McKinleyville

Explanation of leak repair : This is a multi-unit property without separate meters. A representative from your company called us to notify us there may be a leak. We hired a plumber to go through every unit. He fixed numerous leaky faucets and toilets that did not completely fix the issue, but helped. The following month he located an underground leak underneath a unit.

Date repaired: 11/15/2016

If available, please provide receipts for parts or a copy of the plumber's bill. IF NO RECEIPTS ARE PROVIDED, THE DISTRICT MAY WAIT UNTIL THE NEXT SCHEDULED METER READ DATE TO VERIFY THAT THE LEAK HAS BEEN REPAIRED.

IF THIS ADJUSTMENT IS ACCEPTED, YOU WOULD NOT BE ELIGIBLE FOR ANOTHER ADJUSTMENT FOR 2 YEARS.

Signature: Henry Hanks

(Units = 96 on sewer)

FOR OFFICE USE ONLY

Customer # PET0070 Rte/Svc 011-1063

Customer Notified \_\_\_\_\_ Water Credit \$ 500<sup>00</sup>/<sub>12</sub>

Listed In File \_\_\_\_\_ Sewer Credit \$ 0

Line 11 Noted \_\_\_\_\_ Total Credit \$ 500<sup>00</sup>/<sub>12</sub>

Adjustment Done \_\_\_\_\_

Supervisor Approval [Signature]

General Manager Approval [Signature]

1/9/17  
8:23 AM  
LM  
to call accept

## RECEIVED JOB INVOICE

TIM'S PLUMBING  
& DRAIN CLEANING

NOV 08 2016

32158

P.O. Box 52 • Eureka, CA 95502

Professional Property Management

(707) 444-3483

TO:

PHONE:

DATE:

11/2/16

PURCHASE ORDER NO.

STARTING DATE:

TERMS:

CASH

CHARGE

2046 All units  
Walker Rd McKinleyville

QTY:	MATERIAL	PRICE	AMT.	DESCRIPTION OF WORK
				Look at every house for leak - Shut off water on the back of every house - See if leak - found leak
				OTHER CHARGES:
				its not fixed yet got it stopped - May need to Re pipe Dont want that house out
				TOTAL OTHER
				LABOR
				HRS. RATE AMT
				3 75 225
				TOTAL LABOR
				TOTAL MATERIALS
				TOTAL OTHER
				TAX
				TOTAL

DATE COMPLETED: TOTAL MATERIALS

WORK ORDERED BY:

SIGNATURE:

I hereby acknowledge satisfactory completion of the above described work.

TERMS: DUE UPON COMPLETION. A 2% Service Charge (24% Per Annum) will be charged to all accounts over 30 days.

Thank You



# TIM'S PLUMBING & DRAIN CLEANING

P.O. Box 52 • Eureka, CA 95502  
(707) 444-3483

## JOB INVOICE

32201

TO:

PHONE: \_\_\_\_\_

DATE: 11/15/16

PURCHASE ORDER NO. \_\_\_\_\_

STARTING DATE: \_\_\_\_\_

TERMS: \_\_\_\_\_

CASH ☐CHARGE ☐

QTY:

MATERIAL

PRICE

AMT.

DESCRIPTION OF WORK

misc parts

\$32-

Isolated leak -  
fixed leak -

## OTHER CHARGES:

## TOTAL OTHER

LABOR

HRS.

RATE

AMT

2 1/2 75 187.50

DATE COMPLETED:

TOTAL MATERIALS

TOTAL LABOR

TOTAL MATERIALS

TOTAL OTHER

SIGNATURE:

I hereby acknowledge satisfactory completion of the above described work.

TERMS: DUE UPON COMPLETION. A 2% Service Charge (24% Per Annum)  
will be charged to all accounts over 30 days.

Thank You

TAX

TOTAL

Water Leak Adjustment PET0070  
 Leak Month: 10/2016  
 Application for Leak Credit Date: 12/2016  
 # of Units: 8

Water Use in leak month	326.00	ccf
Average Water Use Prior 12 months	83	ccf

		Month 0	326.0
Total Water Charge	\$1,513.82	Month -1	44.00
Total Water Charge Prior 12 Months Average Use	\$374.15	Month -2	29.00
	-----	Month -3	45.00
Excess Water Use Charges	\$1,139.67	Month -4	58.00
	x 50%	Month -5	47.00
	-----	Month -6	34.00
Water Leak Adjustment	\$569.84	Month -7	37.00
		Month -8	27.00
Sewer Charge	\$209.28	Month -9	29.00
Average Sewer Charge Prior 12 months	\$180.94	Month -10	39.00
	-----	Month -11	217.00
Sewer Leak Credit	\$28.34	Month -12	393.00
	-----		
Total Excess Charges	\$598.18	Total	999.0
		Average	83

REPORT.: 01/20/17  
 RUN....: 01/20/17 TIME: 11:22  
 Run By.: DAVID BALDOSSER

McKinleyville C.S.D.  
 Transaction History Print  
 Customer PET0070

PAGE: 001  
 ID #: MQCM  
 CTL.: MCK

Customer Id.: PET0070  
 Location Id.: 0003016  
 Rte/Service.: 011/1063  
 Serv. Addr.: 2040 WALKER AVENUE  
 Serv. Addr.: 2072 WALKER AVENUE  
 City/St/Zip.: MCKINLEYVILLE, CA. 95519

Name.....: PETTLON, JOHN  
 Status.....: Owner, Active Customer  
 Mailing Addr.: C/O PPM  
 Mailing Addr.: PO BOX 117  
 Mailing Addr.:  
 City/St/Zip.: EUREKA, CA. 95502 0117 17 B807

Last Billed...: 01/16/17  
 Last Service.: 01/16/17  
 Current Due...: 440.17  
 Late Due.....: 0.00  
 Total Due.....: 440.17

Date	Water Base	WATER USE	SEWER	HBMWD	Payment	Billed	
08/15/16					-526.29		
08/16/16	64.37	670.60	418.00	332.01		1484.98	AUG
09/13/16					-1484.98		
09/21/16	64.37	1226.76	418.00	601.29		2310.42	SEPT
10/13/16					-2310.42		
10/18/16	64.37	1015.04	418.00	498.78			
10/27/16					-1996.19	1996.19	OCT
11/16/16	64.37	610.56	418.00	302.94			
11/28/16					-1395.87	1395.87	NOV
12/14/16	64.37	44.92	250.14	29.07			
12/27/16					-388.50	388.50	
01/16/17	68.76	69.94	263.22	38.25		440.17	> NORMAL
Totals..:	390.61	3637.82	2185.36	1802.34	-8102.25	8016.13	

SUMMARY  
 ADD:  
 555.25  
 395.57  
 598.18  
 213.40  
 2,262.40 TOTAL

## WATER USAGE HISTORY

FISC	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
2016	22	26	17	44	29	45	58	47	34	37	27	29
2017	39	217	393	326	198	19	25	0	0	0	0	0

AVERAGE...: 68



Water Leak Adjustment PET0070  
 Leak Month: 08/2016  
 Application for Leak Credit Date: 01/2017  
 # of Units: 8

Water Use in leak month	217.00	ccf
Average Water Use Prior 12 months	36	ccf

		Month 0	217.0
Total Water Charge	\$1,002.61	Month -1	26.00
Total Water Charge Prior 12 Months Average Use	\$153.72	Month -2	17.00
	-----	Month -3	44.00
Excess Water Use Charges	\$848.89	Month -4	29.00
	x 50%	Month -5	45.00
	-----	Month -6	58.00
Water Leak Adjustment	\$424.45	Month -7	47.00
		Month -8	34.00
Sewer Charge	\$209.28	Month -9	37.00
Average Sewer Charge Prior 12 months	\$78.48	Month -10	27.00
	-----	Month -11	29.00
Sewer Leak Credit	\$130.80	Month -12	39.00
	-----		
Total Excess Charges	\$555.25	Total	432.0
		Average	36

Water Leak Adjustment PET0070  
 Leak Month: 09/2016  
 Application for Leak Credit Date: 01/2017  
 # of Units: 8

Water Use in leak month	393.00	ccf
Average Water Use Prior 12 months	52	ccf

		Month 0	393.0
Total Water Charge	\$1,828.05	Month -1	17.00
Total Water Charge Prior 12 Months Average Use	\$228.76	Month -2	44.00
	-----	Month -3	29.00
Excess Water Use Charges	\$1,599.29	Month -4	45.00
	x 50%	Month -5	58.00
	-----	Month -6	47.00
Water Leak Adjustment	\$799.65	Month -7	34.00
		Month -8	37.00
Sewer Charge	\$209.28	Month -9	27.00
Average Sewer Charge Prior 12 months	\$113.36	Month -10	29.00
	-----	Month -11	39.00
Sewer Leak Credit	\$95.92	Month -12	217.00
	-----		
Total Excess Charges	\$895.57	Total	623.0
		Average	52

Water Leak Adjustment PET0070  
 Leak Month: 10/2016  
 Application for Leak Credit Date: 01/2017  
 # of Units: 8

Water Use in leak month	326.00	ccf
Average Water Use Prior 12 months	83	ccf

		Month 0	326.0
Total Water Charge	\$1,513.82	Month -1	44.00
Total Water Charge Prior 12 Months Average Use	\$374.15	Month -2	29.00
	-----	Month -3	45.00
Excess Water Use Charges	\$1,139.67	Month -4	58.00
	x 50%	Month -5	47.00
	-----	Month -6	34.00
Water Leak Adjustment	\$569.84	Month -7	37.00
		Month -8	27.00
Sewer Charge	\$209.28	Month -9	29.00
Average Sewer Charge Prior 12 months	\$180.94	Month -10	39.00
	-----	Month -11	217.00
Sewer Leak Credit	\$28.34	Month -12	393.00
	-----		
Total Excess Charges	\$598.18	Total	999.0
		Average	83

Water Leak Adjustment PET0070  
 Leak Month: 11/2016  
 Application for Leak Credit Date: 01/2017  
 # of Units: 8

Water Use in leak month	198.00	ccf
Average Water Use Prior 12 months	107	ccf

		Month 0	198.0
Total Water Charge	\$913.50	Month -1	29.00
Total Water Charge Prior 12 Months Average Use	\$486.71	Month -2	45.00
	-----	Month -3	58.00
Excess Water Use Charges	\$426.79	Month -4	47.00
	x 50%	Month -5	34.00
	-----	Month -6	37.00
Water Leak Adjustment	\$213.40	Month -7	27.00
		Month -8	29.00
Sewer Charge	\$209.28	Month -9	39.00
Average Sewer Charge Prior 12 months	\$209.28	Month -10	217.00
	-----	Month -11	393.00
Sewer Leak Credit	\$0.00	Month -12	326.00
	-----		
Total Excess Charges	\$213.40	Total	1,281.0
		Average	107

**RESOLUTION 2011-10****A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT ESTABLISHING A POLICY FOR BILLING ADJUSTMENTS DUE TO WATER LEAKS**

**WHEREAS**, The Board of Directors of the McKinleyville Community Services District wishes to establish an equitable policy for billing adjustments following water leaks occurring beyond a customer's control;

**BE IT RESOLVED**, The Board of Directors of the McKinleyville Community Services District hereby establishes the following conditions governing billing adjustments as a result of a water leak.

**CONDITIONS:**

1. The General Manager or designee is authorized to adjust a customer's water bill one month out of any 24-month period where the customer proves that excess usage occurred as a result of a water leak and that the leak has been repaired.
2. Customers may apply for the Water Leak Adjustment by completing a Water Leak Adjustment Request form at the MCSD office.
3. Customers will provide receipts for parts or a copy of the plumber's bill if available. If no receipts are provided, the District may wait until the next scheduled meter read date to verify that the leak has been repaired.
4. The adjustment may be calculated as up to 50% of the difference between the actual water charge for the month of the leak and the average monthly charge based on the previous 12 month use or the longest period of the customer's use, if less than 12 months.
5. The maximum amount of any single adjustment by the General Manager shall not exceed \$500.00.
6. The decision of the General Manager shall be final unless the Board Chairman finds there would be good cause for a Board hearing or appeal.

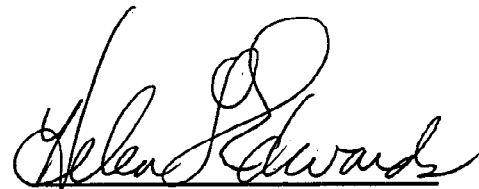
**PASSED, APPROVED AND ADOPTED** this 18<sup>th</sup> day of May, 2011 by the following roll call vote:

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

**NOES:** NONE


**ABSTAIN:** NONE

**ABSENT:** NONE



Helen Edwards, Board President

**ATTEST:**



Sharon L. Denison, Board Secretary

# McKinleyville Community Services District

## BOARD OF DIRECTORS

March 1, 2017

TYPE OF ITEM: **ACTION**

**ITEM: E.2**                      **J. Bradley/Thunderbird Mobile Estates Variance Request  
Regarding Leak Adjustment Policy**

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

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

### **Recommendation:**

Staff recommends that the Board review the information provided, take public comment, and determine whether to grant a leak adjustment variance for John Bradley/Thunderbird Mobile Estates.

### **Discussion:**

Mr. Bradley is requesting a leak adjustment of \$2,097.79 for Thunderbird Mobile Estates. A large leak in the main supply line was discovered on 13 December 2017, and promptly repaired. Mr. Bradley further states that the MCSD angle stop was frozen and a service call was necessary before repairs could be undertaken. MCSD policy prohibits customers from operating the angle stop due to the potential for damage.

Normal usage for account THU0002 is approximately \$1500-1750 per month. Mr. Bradley, manager, requested the following:

Waive excess sewer charges, as no sewer was involved  
Waive the service call charge to close the stuck valve  
Bill at the historic average for December usage (166 CCF)

The bill for February has dropped back into the normal range (94 CCF usage); the leaks have been repaired.

Staff believes that the calculation and adjustment proposed in **Attachment 2** is equitable but not necessarily applying the policy as intended.

### **Alternatives:**

Staff analysis consists of the following potential alternatives

- Grant the \$2,097.79 leak adjustment calculated per Mr. Bradley's request for a bill totaling \$2,350.02
- Grant the \$1,584.83 leak adjustment calculated per MCSD policy, but over the \$500 leak-adjustment limit allowed without a Board-approved variance for a bill totaling \$2,862.97

- Take No Action. Mr. Bradley will receive the maximum non-variance leak adjustment of \$500.00.

**Fiscal Analysis:**

Leak-adjustment calculation of \$2,097.79, calculated per the parameters requested by the customer, **Attachment 2**.

Leak-adjustment calculation of \$1,584.83, calculated per MCSD policy, but over the \$500 leak-adjustment limit allowed without a Board-approved variance, **Attachment 3**.

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

- Attachment 1 – John Bradley Variance Application
- Attachment 2 – Calculated Leak-Adjustment per Customer Request
- Attachment 3 – Calculated Leak-Adjustment per MCSD Policy

RECEIVED

McKinleyville Community Services District  
1656 Sutter Road  
McKinleyville, Ca 95519  
(707) 839-3251

JAN 31 2017

McK. C.S.D.

## Water Leak Adjustment Request

Date: 1/31/17 Name: JOHN BRADLEY - 839-8129  
Name: THUNDERBIRD MHT Phone Number: \_\_\_\_\_  
Service Address: 1627 GWIN RD  
Explanation of leak repair: MAIN SUPPLY BURST UNDERGROUND.  
AFTER DISCOVERY REPAIRED BY  
ROTOROOTER.  
REQUEST: AVERAGE BILL AND USAGE + YOUR COST  
FOR EXTRA CUBIC FT. AS A COMMERCIAL ACCOUNT  
Date repaired: 1/13/17 (will return a variance request) JS

If available, please provide receipts for parts or a copy of the plumber's bill. IF NO RECEIPTS ARE PROVIDED, THE DISTRICT MAY WAIT UNTIL THE NEXT SCHEDULED METER READ DATE TO VERIFY THAT THE LEAK HAS BEEN REPAIRED.

IF THIS ADJUSTMENT IS ACCEPTED, YOU WOULD NOT BE ELIGIBLE FOR ANOTHER ADJUSTMENT FOR 2 YEARS.

Signature: [Signature]

## FOR OFFICE USE ONLY

Customer # THU0002Rte/Svc 012-0040

Customer Notified \_\_\_\_\_

Water Credit \$ 500<sup>00</sup>

Listed In File \_\_\_\_\_

Sewer Credit \$ 0

Line 11 Noted \_\_\_\_\_

Total Credit \$ 500<sup>00</sup>

Adjustment Done \_\_\_\_\_

Supervisor Approval [Signature]General Manager Approval [Signature]

LHOM  
3:00 PM  
2/1/17



**APPEAL APPLICATION - MCKINLEYVILLE COMMUNITY SERVICES DISTRICT – FEB. 3, 2017**

- (1) John Bradley, Manager Thunderbird Mobile Estates
- (2) PO Box 2576 McKinleyville, CA 95519 (3) 707-839-1930 (4) Acct: THU0002
- (3) REQUEST: Thunderbird Mobile Estates is requesting a one-time leak adjustment for billing relief commensurate with our commercial usage volume and payment history.
- (5) SITUATION: On December 13<sup>th</sup> 2017 management discovered and repaired a catastrophic leak in a main supply line within one of three MCSD metered sections serving 43 residential mobile homes.

The MCSD meter valve was frozen and a service call was necessary before repairs could be undertaken. The repair was made the same day and service restored. (Billing Documents attached)

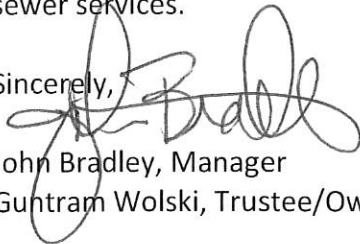
The leak occurred when a ¾" copper supply pipe ruptured 36" underground and went undiscovered because heavy rains the previous week kept all gutters flowing and many lawns flooded. (Pipe rupture photo attached)

The monthly MCSD service bill for this meter is between \$1600 and \$1750 per month with sewer charges being by far the largest component of the billing. The billing for the period covering the leak was \$4447.80 and the sewer component was \$2057.23.

- (6) The high sewer charges are unrelated to the leak as no water entered the sewer system from this leak. The \$500 maximum offered to residential customers should not apply to a large volume commercial account. The maximum allowance of \$500 does not relate to the scale of this accidental loss and its financial consequences.
- (7) RELIEF APPROVAL REQUEST: Thunderbird Mobile Estates has already paid this invoice in full so we are requesting a future credit. We are willing to pay the cost of the HBMWD water but ask you to waive the variable portions of the MCSD invoice. Thunderbird Mobile Estates requests the following relief commensurate with our historic volume usage and prompt payment record:
- Bill the historic average for December normal usage.
  - Bill any excess water usage over normal at MCSD's base cost of \$1.53 per CHF.
  - Waive excess HBMWD PASS THRU due to accidental water loss.
  - Waive excess Sewer Charges.
  - Waive service call to close stuck valve.

We look forward to continued support from MCSD in providing our residents with dependable water and sewer services.

Sincerely,

  
John Bradley, Manager  
Guntram Wolski, Trustee/Owner

2/7/17  
#28405  
157 \$2500

RECEIVED

FEB 07 2017

McK. C.S.D.





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SERVICE FROM			SERVICE TO			CUSTOMER NUMBER
MO	DAY	YR	MO	DAY	YR	
12	12	16	01	16	17	THU0002
PRIOR RDG.	CURRENT RDG.		CONSUMED		AMOUNT	
27513	27966		453		1550.82W	
USAGE A YEAR AGO: 119						
WATER BASE RATE					106.66	
SEWER CHARGE					2057.23	
HBMD PASS THRU					693.09	
SERV CALL. WATER					40.00	
KEEP THIS PART AS YOUR RECORD						
MO	DAY	YR	DUE		PLEASE PAY THIS	
02	01	17	DATE <th>TOTAL</th>		TOTAL	
					4447.80	

SERVICE ADDRESS

1627 GWIN ROAD



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SERVICE FROM			SERVICE TO			CUSTOMER NUMBER	
MO	DAY	YR	MO	DAY	YR		
12	14	15	01	18	16	THU0002	
PRIOR RDG.	CURRENT RDG.		CONSUMED		AMOUNT		
26151	26270		119		360.92W		
USAGE A YEAR AGO: 142							
WATER BASE RATE					99.93		
SEWER CHARGE					1116.08		
HBMD PASS THRU					165.41		
KEEP THIS PART AS YOUR RECORD							
MO	DAY	YR	DUE		PLEASE PAY THIS	1742.34	
02	02	16	DATE		TOTAL		

1627 GWIN ROAD



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SERVICE FROM			SERVICE TO			CUSTOMER NUMBER	
MO	DAY	YR	MO	DAY	YR		
12	12	16	01	16	17	THU0003	
PRIOR RDG.		CURRENT RDG.		CONSUMED		AMOUNT	
20074		20161		87		284.46W	
USAGE A YEAR AGO: 94							
WATER BASE RATE							68.76
SEWER CHARGE							972.36
HBMD PASS THRU							133.11
KEEP THIS PART AS YOUR RECORD							
MO	DAY	YR	DUE		PLEASE PAY THIS TOTAL	1458.69	
02	01	17	DATE				
SERVICE ADDRESS							

1040 DEBORAH DRIVE



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SERVICE FROM			SERVICE TO			CUSTOMER NUMBER
MO	DAY	YR	MO	DAY	YR	
12	14	15	01	18	16	THU0003
PRIOR RDG.		CURRENT RDG.		CONSUMED		AMOUNT
19025		19119		94		281.92W
USAGE A YEAR AGO: 105						
WATER BASE RATE			64.37			
SEWER CHARGE			829.32			
HBMD PASS THRU			130.66			
KEEP THIS PART AS YOUR RECORD						
MO	DAY	YR	DUE		PLEASE PAY THIS TOTAL	1306.27
02	02	16	DATE			

1040 DEBORAH DRIVE



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SERVICE FROM		SERVICE TO		CUSTOMER NUMBER	
MO	DAY	YR	MO	DAY	YR
12	12	16	01	16	17
				THU0005	
PRIOR RDG.		CURRENT RDG.		CONSUMED	
8861		8970		109	
				360.58W	
USAGE A YEAR AGO: 104					
WATER BASE RATE					
106.66					
SEWER CHARGE					
915.96					
HBMD PASS THRU					
166.77					
KEEP THIS PART AS YOUR RECORD					
MO	DAY	YR	DUE		PLEASE
02	01	17	DATE		PAY THIS
					TOTAL
					1549.97
SERVICE ADDRESS					

1770 PICKETT ROAD



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SERVICE FROM				SERVICE TO			CUSTOMER NUMBER
MO	DAY	YR	MO	DAY	YR		
12	14	15	01	18	16	THU0005	
PRIOR RDG.		CURRENT RDG.		CONSUMED		AMOUNT	
7694		7798		104		313.52W	
USAGE A YEAR AGO: 103							
WATER BASE RATE							99.93
SEWER CHARGE							759.98
HBMD PASS THRU							144.56
KEEP THIS PART AS YOUR RECORD							
MO	DAY	YR	DUE		PLEASE	1317.99	
02	02	16	DATE		PAY THIS TOTAL		

1770 PICKETT ROAD





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SERVICE FROM	SERVICE TO	CUSTOMER NUMBER
MO DAY YR	MO DAY YR	
12 12 16	01 16 17	THU0002
PRIOR RDG.	CURRENT RDG.	AMOUNT
27513	27966	453
USAGE A YEAR AGO: 119		
WATER BASE RATE		
SEWER CHARGE		
HBMD PASS THRU		
SERV CALL, WATER		
KEEP THIS PART AS YOUR RECORD		
MO DAY YR	DUE DATE	PLEASE PAY THIS TOTAL
02 01 17	17	4447.80

1627 GWIN ROAD



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SERVICE FROM	SERVICE TO	CUSTOMER NUMBER
MO DAY YR	MO DAY YR	
12 12 16	01 16 17	THU0003
PRIOR RDG.	CURRENT RDG.	AMOUNT
20074	20161	87
USAGE A YEAR AGO: 94		
WATER BASE RATE		
SEWER CHARGE		
HBMD PASS THRU		
KEEP THIS PART AS YOUR RECORD		
MO DAY YR	DUE DATE	PLEASE PAY THIS TOTAL
02 01 17	17	1458.69

1040 DEBORAH DRIVE



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SERVICE FROM	SERVICE TO	CUSTOMER NUMBER
MO DAY YR	MO DAY YR	
12 12 16	01 16 17	THU0005
PRIOR RDG.	CURRENT RDG.	AMOUNT
8861	8970	109
USAGE A YEAR AGO: 104		
WATER BASE RATE		
SEWER CHARGE		
HBMD PASS THRU		
KEEP THIS PART AS YOUR RECORD		
MO DAY YR	DUE DATE	PLEASE PAY THIS TOTAL
02 01 17	17	1549.97

1770 PICKETT ROAD



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SERVICE FROM	SERVICE TO	CUSTOMER NUMBER
MO DAY YR	MO DAY YR	
12 14 15	01 18 16	THU0002
PRIOR RDG.	CURRENT RDG.	AMOUNT
26151	26270	119
USAGE A YEAR AGO: 142		
WATER BASE RATE		
SEWER CHARGE		
HBMD PASS THRU		
KEEP THIS PART AS YOUR RECORD		
MO DAY YR	DUE DATE	PLEASE PAY THIS TOTAL
02 02 16	16	1742.34

1627 GWIN ROAD



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SERVICE FROM	SERVICE TO	CUSTOMER NUMBER
MO DAY YR	MO DAY YR	
12 14 15	01 18 16	THU0003
PRIOR RDG.	CURRENT RDG.	AMOUNT
19025	19119	94
USAGE A YEAR AGO: 105		
WATER BASE RATE		
SEWER CHARGE		
HBMD PASS THRU		
KEEP THIS PART AS YOUR RECORD		
MO DAY YR	DUE DATE	PLEASE PAY THIS TOTAL
02 02 16	16	1306.27

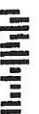
1040 DEBORAH DRIVE



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SERVICE FROM	SERVICE TO	CUSTOMER NUMBER
MO DAY YR	MO DAY YR	
12 14 15	01 18 16	THU0005
PRIOR RDG.	CURRENT RDG.	AMOUNT
7694	7798	104
USAGE A YEAR AGO: 103		
WATER BASE RATE		
SEWER CHARGE		
HBMD PASS THRU		
KEEP THIS PART AS YOUR RECORD		
MO DAY YR	DUE DATE	PLEASE PAY THIS TOTAL
02 02 16	16	1317.99

1770 PICKETT ROAD



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SERVICE FROM		SERVICE TO		CUSTOMER NUMBER
MO	DAY	YR	MO DAY YR	
11	14	16	12 12 16	THU0002
PRIOR RDG.		CURRENT RDG.	CONSUMED	AMOUNT
27410		27513	103	310.36
USAGE A YEAR AGO: 98				
WATER BASE RATE 99.93				
SEWER CHARGE 1294.23				
HMWD PASS THRU 157.59				
KEEP THIS PART AS YOUR RECORD				
MO	DAY	YR	DUE DATE	PLEASE PAY THIS TOTAL
12	27	16		1862.11

SERVICE ADDRESS  
 1627 GWIN ROAD

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SERVICE FROM		SERVICE TO		CUSTOMER NUMBER
MO	DAY	YR	MO DAY YR	
11	14	16	12 12 16	THU0005
PRIOR RDG.		CURRENT RDG.	CONSUMED	AMOUNT
8773		8861	88	262.96
USAGE A YEAR AGO: 84				
WATER BASE RATE 99.93				
SEWER CHARGE 870.18				
HMWD PASS THRU 134.64				
KEEP THIS PART AS YOUR RECORD				
MO	DAY	YR	DUE DATE	PLEASE PAY THIS TOTAL
12	27	16		1367.71

SERVICE ADDRESS  
 1770 PICKETT ROAD

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SERVICE FROM		SERVICE TO		CUSTOMER NUMBER
MO	DAY	YR	MO DAY YR	
11	14	16	12 12 16	THU0003
PRIOR RDG.		CURRENT RDG.	CONSUMED	AMOUNT
20006		20074	68	199.76
USAGE A YEAR AGO: 81				
WATER BASE RATE 64.27				
SEWER CHARGE 930.00				
HMWD PASS THRU 104.04				
KEEP THIS PART AS YOUR RECORD				
MO	DAY	YR	DUE DATE	PLEASE PAY THIS TOTAL
12	27	16		1299.11

SERVICE ADDRESS  
 1040 DEBORAH DRIVE

Water Leak Adjustment	THU0002
Leak Month	Jan-17
Application Date	Jan-17
# of units	43

Calculation per customer request:

	Adjustment
Bill for December average use (166 CCF)	811.78
Actual water charge, including leak (453 CCF)	2,243.91
Usage credit requested:	(1,432.13)
453 CCF - 166 CCF = 287 CCF leak	
Bill excess water usage at \$1.53/CCF	439.11
Waive excess HBMWD Pass-through	(439.11)
Waive excess Sewer charges	(625.66)
Waive MCSD Service Call to close stuck valve	<u>(40.00)</u>
Total Adjustment requested:	<u><u>(2,097.79)</u></u>

Water Leak Adjustment THU0002  
 Leak Month: 01/2017  
 Application for Leak Credit Date: 01/2017  
 # of Units: 43

Water Use in leak month	453.00	ccf
Average Water Use Prior 12 months	114	ccf

		Month 0	453.0
Total Water Charge	\$2,243.91	Month -1	119.00
Total Water Charge Prior 12 Months Average Use	\$552.30	Month -2	104.00
	-----	Month -3	93.00
Excess Water Use Charges	\$1,691.61	Month -4	125.00
	x 50%	Month -5	112.00
	-----	Month -6	113.00
Water Leak Adjustment	\$845.81	Month -7	138.00
		Month -8	120.00
Sewer Charge	\$987.54	Month -9	133.00
Average Sewer Charge Prior 12 months	\$248.52	Month -10	104.00
	-----	Month -11	98.00
Sewer Leak Credit	\$739.02	Month -12	103.00
	-----		
Total Excess Charges	\$1,584.83	Total	1,362.0
		Average	114



# McKinleyville Community Services District

## BOARD OF DIRECTORS

March 1, 2017

TYPE OF ITEM: **ACTION**

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**ITEM: E.3**                      **Adopt Resolutions 2017-04 & 2017-05 Initiating Proceedings for the Measure B Maintenance Assessment District -- Renewal for Parks, Open Space, and Recreational Facilities Annual Levy and Collection of Assessments for Fiscal Year 2017/2018; Declaring Intention to Levy and Collect the Fiscal Year 2017/2018 Annual Assessments for the Measure B Maintenance Assessment District -- Renewal for Parks, Open Space, and Recreational Facilities, Accepting and Approving the Draft Engineer's Report and Setting the Public Hearing**

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

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

### **Recommendation:**

Staff recommends the Board review the information provided, take public comment and adopt Resolution 2017-04 & 2017-05:

- A resolution initiating proceedings for the Measure B Maintenance Assessment District -- Renewal for Parks, Open Space, and Recreational Facilities annual levy and collection of assessments for Fiscal Year 2017/2018, **Attachment 1**;
- A resolution of intention that declares the Board's intention to levy and collect the Measure B Maintenance Assessment District -- Renewal for Parks, Open Space, and Recreational Facilities annual assessments for Fiscal Year 2017/2018, accepts and approves the Engineer's Report regarding the assessments and sets the Public Hearing for April 5, 2017, **Attachment 2**.

### **Discussion:**

In 1992, McKinleyville voters approved the Measure B Assessment District with a 20-year duration for the purpose of funding the development and maintenance of public recreation facilities, including the McKinleyville Activity Center, Azalea Hall and Hiller Sports Site. The Board authorized collection of the assessments in each year beginning in Fiscal Year 1992/1993.

In 2011, a property owner protest ballot proceeding was conducted pursuant to the provisions of the California Constitution Article XIID for the levy of annual assessments for the Measure B Maintenance Assessment District -- Renewal for Parks, Open Space, and Recreational Facilities which would replace and extend, for

another 20-year duration, the assessments previously approved by voters in 1992. The proposed assessments were approved by the property owners (55.9% in favor, 45.1% opposed) and the new assessments were levied on the Humboldt County tax rolls for Fiscal Year 2011/2012 (first year's assessment).

In accordance with the provisions of the Landscaping and Lighting Act of 1972 (Streets and Highway Code), the Board, in addition to conducting a Public Hearing, must annually adopt a resolution Initiating Proceedings; and a resolution Declaring its Intention to levy assessments for the upcoming fiscal year.

The resolution Initiating Proceedings generally describes any proposed new improvements or any substantial changes in existing improvements and orders the engineer to prepare and to file a report.

The resolution of Intention basically includes the Board's approval of the report, either as filed or as modified; declares the intention of the Board to levy and collect assessments within the assessment district for the fiscal year stated in the report; and, give notice of the time and the place for the public hearing on the levy of the proposed assessment.

#### **Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

#### **Fiscal Analysis:**

The Fiscal Year 2017/2018 Engineer's Report anticipates that Measure B collections from the existing 5,602 taxable parcels in the assessment district that benefit from the improvements and based on a proposed assessment rate of \$30.00 per equivalent benefit unit (unchanged from last year), the assessment revenue to be levied and collected on the tax rolls will be approximately \$210,952.34. This assessment revenue represents approximately 34% of the total estimated \$616,150 budgeted for Fiscal Year 2017/2018 to fund the operation and maintenance of MCSD's parks and recreation facilities.

#### **Environmental Requirements:**

Not applicable

#### **Exhibits/Attachments:**

- Attachment 1 – Resolution 2017-04
- Attachment 2 – Resolution 2017-05
- Attachment 3 – Draft Annual Engineer's Report for Fiscal Year 2017/18

**RESOLUTION 2017-04**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT INITIATING PROCEEDINGS FOR THE MEASURE B MAINTENANCE ASSESSMENT DISTRICT — RENEWAL FOR PARKS, OPEN SPACE, AND RECREATIONAL FACILITIES ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2017/2018**

**THE BOARD OF DIRECTORS OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:**

**Section 1:** The Board of Directors through previous resolutions has formed and levied annual assessments for the **“Measure B Maintenance Assessment District — Renewal for Parks, Open Space, and Recreational Facilities”** (the “Assessment District”), pursuant to the provisions of the Landscaping and Lighting Act of 1972 (Streets & Highways Code Section 22500 *et. seq.*) (the “Act”), that provides for the collection of assessments by the County of Humboldt on behalf of the McKinleyville Community Services District (“MCSD”) to pay for the operation, maintenance, servicing, acquisition and construction of local parks, trails, open space and recreational facilities related thereto that provide special benefits to properties located in the Assessment District.

**Section 2:** The Board of Directors desires to initiate proceedings for the levy and collection of annual assessments for Fiscal Year 2017/2018 to fund in whole or in part the improvements and services that provide special benefit to the properties within the Assessment District pursuant to the provisions of the Act.

**Section 3:** MCSD has retained Willdan Financial Services (the “Engineer”) as Engineer of Work for the purpose of assisting with the Levy of the Assessment District for Fiscal Year 2017/2018.

**Section 4:** Pursuant to Section 22622 of the Act, the Board of Directors of MCSD hereby orders the Engineer to prepare and file with the Board Secretary the Report in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Act, concerning the levy of assessments for the Assessment District for the Fiscal Year commencing July 1, 2017 and ending June 30, 2018.

**Section 5:** The proposed improvements may include all improvements, services and activities authorized by the Act for ongoing operation, maintenance, servicing, acquisition, construction, and installation and incidental expenses related to the parks, trails, open space and recreational facilities associated with the Assessment District.

**Section 6:** The territory within the proposed District shall consist of the lots, parcels and subdivisions of land within the boundaries of MCSD that will receive special benefits from the improvements.

**NOW, THEREFORE, BE IT RESOLVED** that the McKinleyville Community Services District does hereby approve initiating proceeding for the Measure B Maintenance Assessment District – Renewal for Parks, Open Space, and Recreational Facilities Annual Levy and Collection of Assessment for Fiscal Year 2017/2018.

**ADOPTED, SIGNED AND APPROVED** at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on the 1<sup>st</sup> day of March, 2017 by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Attest:

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David Couch, Board Vice President

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Emily Abfalter, Board Secretary

## RESOLUTION 2017-05

### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT DECLARING ITS INTENTION TO LEVY AND COLLECT THE ANNUAL ASSESSMENTS FOR THE MEASURE B MAINTENANCE ASSESSMENT DISTRICT — RENEWAL FOR PARKS, OPEN SPACE, AND RECREATIONAL FACILITIES FOR FISCAL YEAR 2017/2018; ACCEPTING AND APPROVING THE ENGINEER'S REPORT PREPARED IN CONNECTION THERETO; AND SETTING A TIME AND PLACE FOR THE PUBLIC HEARING ON THESE MATTERS

**THE BOARD OF DIRECTORS OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:**

**Section 1:** By prior resolution, the Board of Directors (the "Board") of the McKinleyville Community Services District ("MCSD"), pursuant to the provisions of the Landscaping and Lighting Act of 1972 (Streets & Highways Code Section 22500 *et. seq.*) (the "Act") did by previous resolution, order the preparation of an Engineer's Report (the "Report") for the annual levy and collection of assessments for the district known and designated as the **"Measure B Maintenance Assessment District — Renewal for Parks, Open Space, and Recreational Facilities"** (the "Assessment District") for fiscal year 2017/2018.

**Section 2:** Whereas, the Board proposes to levy and collect assessments against lots and parcels of land within the Assessment District to pay the annual costs and expenses of the improvements and services described in Section 6 of this resolution that provide special benefits to such lots and parcels of land, and hereby declares its intention to levy such assessments on the County tax rolls for fiscal year 2017/2018 pursuant to the Act.

**Section 3:** The Assessment Engineer of Work (the "Engineer") has prepared and filed with the Board Secretary an Engineer's Report (the "Report") in connection with the Assessment District and the levy of assessments for Fiscal Year 2017/2018 pursuant to Section 22623 of the Act and in accordance with Chapter 1, Article 4 of the Act and the provisions of the California State Constitution, Article XIII D.

**Section 4:** The Board has carefully examined and reviewed the Report as presented, and is preliminarily satisfied with the Assessment District, each and all of the budget items and documents as set forth therein, and is satisfied that the proposed annual assessments have been spread in accordance with the special benefits received from the improvements, operation, maintenance and services to be performed within the Assessment District, and that the Assessment District consists of all parcels that receive such special benefits, as set forth in said Report.

**Section 5:** The Report is hereby accepted and approved as submitted and ordered to be filed in the offices of the MCSD as a permanent record and to remain open to public inspection.

**Section 6:** The proposed improvements may include all improvements, services and activities authorized by the Act for the ongoing operation, maintenance, servicing, acquisition, construction, and installation and incidental expenses, including any debt service issued to finance capital improvements, related to the parks, trails, open space and recreational facilities associated with the Assessment District. The Board of Directors states that it intends that, in future proceedings, it may

issue bonds to fund work ordered in those proceedings. Such bonds will be issued pursuant to the Improvement Bond Act of 1915 (Streets & Highways Code Section 8500 *et seq.*) and shall bear a rate of interest not in excess of that permitted by law. MCSD will not obligate itself to advance available funds from MCSD's general fund to cure any deficiency which may occur in the bond redemption fund. The Report prepared in connection with these proceedings provides a more detailed description of the improvements and by reference is made part of this Resolution.

**Section 7:** The boundaries of the Assessment District shall be coextensive with those of MCSD.

**Section 8:** The Board of Directors hereby declares its intention to levy and collect an assessment against the lots and parcels of land within the Assessment District for Fiscal Year 2017/2018 at the same assessment rate applied in the previous fiscal year as more fully described in the Report.

**Section 9:** Notice is hereby given that a public hearing on these matters will be held by the Board on **Wednesday, April 5, 2017**, beginning at **7:00 P.M.**, or as soon thereafter as feasible, at the MCSD Office Conference Room, located at 1656 Sutter Road, McKinleyville, California. At the Public Hearing, all interested persons shall be afforded the opportunity to hear and be heard.

**Section 10:** Pursuant to Section 22626(a) of the Act, the Board directs that the Board Secretary shall give notice of the time and place of the Public Hearing by causing the publishing of this resolution once in the local newspaper not less than ten (10) days before the date of the public hearing, and by posting a copy of this resolution on the official bulletin board customarily used by the Board for the posting of notices. For fiscal year 2017/2018, no new or increased assessments are proposed and a mailing of a notice and ballot to property owners is not required.

**Section 11:** The Board Secretary shall certify to the passage and adoption of this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the McKinleyville Community Services District does hereby approve initiating proceeding for the Measure B Maintenance Assessment District – Renewal for Parks, Open Space, and Recreational Facilities Annual Levy and Collection of Assessment for Fiscal Year 2017/2018.

**ADOPTED, SIGNED AND APPROVED** at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on the 1<sup>st</sup> day of March, 2017 by the following polled vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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David Couch, Board Vice President

Attest:

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Emily Abfalter, Board Secretary



## **MCKINLEYVILLE COMMUNITY SERVICES DISTRICT**

### **MEASURE B MAINTENANCE ASSESSMENT DISTRICT (RENEWAL FOR PARKS, OPEN SPACE, AND RECREATIONAL FACILITIES)**

#### **2017/2018 PRELIMINARY ENGINEER'S ANNUAL LEVY REPORT**

Intent Meeting: March 1, 2017

Public Hearing: April 5, 2017

27368 Via Industria  
Suite 200  
Temecula, CA 92590  
T 951.587.3500 | 800.755.6864  
F 951.587.3510



**McKinleyville Community Services District  
Measure B Maintenance Assessment District — Renewal for  
Parks, Open Space, and Recreational Facilities**

Fiscal Year 2017/2018

County of Humboldt, State of California

This Report and the enclosed descriptions, budgets and diagram outline the proposed improvements and assessments associated with the McKinleyville Community Services District Measure B Maintenance Assessment District — Renewal for Parks, Open Space, and Recreational Facilities for Fiscal Year 2017/2018. Said District includes each lot, parcel, and subdivision of land within the boundaries of the McKinleyville Community Services District, as they existed at the time this Report was prepared and the passage of the Resolution of Intention. Reference is hereby made to the Humboldt County Assessor's maps for a detailed description of the lines and dimensions of parcels within the McKinleyville Community Services District Measure B Maintenance Assessment District — Renewal for Parks, Open Space, and Recreational Facilities. The undersigned respectfully submits the enclosed Report as directed by the McKinleyville Community Services District Board of Directors.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Willdan Financial Services

Assessment Engineer

On Behalf of the McKinleyville Community Services District

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

Jose Ometeotl

Project Manager

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

Richard Kopecky

R. C. E. # 16742



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## *I. Introduction*

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The McKinleyville Community Services District (hereafter referred to as “CSD”), in the County of Humboldt, was established on April 14, 1970, pursuant to the Community Services District Law (California Government Code Section 61000 et seq.) (“CSD Law”), to provide water and sewer services. The services of the CSD were expanded in 1972 to include street and lighting; again in 1985 to include park and recreation; and then in 1995 to include the construction of the McKinleyville Library. The boundaries of the CSD include approximately 12,140 acres from North Bank Road to Patrick Creek.

In 1991, Measure B was passed by voters, authorizing the CSD to collect annual assessments in order to construct a new community center, to purchase land for sports fields and to provide for the maintenance and operation of park and recreational facilities. The 1991 Measure B Assessment District was formed to levy and collect annual assessments on the County tax rolls pursuant to the Landscape and Lighting Act of 1972 (California Streets and Highways Code §22500 et seq.) (hereafter referred to as “1972 Act”) for a period of twenty (20) years. With the original Measure B Assessment District and assessments set to expire (sunset) in 2012 (the end of Fiscal Year 2011/2012), the continued operation and maintenance of the park and recreational improvements and facilities provided to the community by the CSD including the McKinleyville Activity Center, Hiller Sports Complex and Azalea Hall, would be jeopardized.

Therefore, in 2010, the McKinleyville CSD Board of Directors (“Board” or “Board of Directors”) initiated proceedings to reestablish a special benefit assessment district within the CSD designated as the:

### **McKinleyville Community Services District Measure B Maintenance Assessment District — Renewal for Parks, Open Space, and Recreational Facilities**

for the purpose of providing and continuing a stable revenue source, coupled with available grants and donations from other sources, to fund the ongoing operation, maintenance, expansion, enhancement, construction, renovation and rehabilitation of the CSD park and recreational improvements including parks, wilderness parklands, open space, trails, sports facilities, recreation and activity centers and facilities (collectively referred to as “Improvements”) that provide special benefits to properties within the CSD, including incidental expenses and debt services for any bond(s), loans or other repayment plans incurred to finance capital improvements. The Board of Directors proposed to form (reestablish) the Measure B Maintenance Assessment District — Renewal for Parks, Open Space, and Recreational Facilities (“District”) for another twenty (20) year period, and to levy and collect annual assessments on the County tax rolls to fund in whole or in part the improvements including related debt service on bonds that may be issued or loan agreements to finance the authorized improvements.

Pursuant to the requirements of the California Constitution, Article XIID Section 4 and the provisions of the 1972 Act, the Board of Directors called for an Engineer’s Report to be prepared regarding the proposed formation of the District and conducted a property owner protest ballot proceeding for the proposed levy of the new assessments. In conjunction with this ballot proceeding, a noticed public hearing was held on March 16, 2011 to consider public testimonies, comments and written protests regarding the formation of the District and the levy of assessments. Upon conclusion of the public hearing, protest ballots received were opened

and tabulated to determine whether majority protest existed (with ballots weighted based on proportional assessment amounts), and the Board of Directors confirmed the results of that ballot tabulation, with approximately 54.9% of the weighted ballots being in favor of the assessments and 45.1% being opposed. Finding that majority protest did not exist, the Board approved and adopted the formation of the District and order the levy and collection of assessments for Fiscal Year 2011/2012 (first year's annual assessments).

The assessment rate and method of apportionment established in the Engineer's Report at the time of formation of the District and as described herein, became effective commencing in Fiscal Year 2011/2012 and may be levied annually pursuant to the provisions of the 1972 Act for up to twenty (20) years (through Fiscal Year 2031/2032). The annual assessments each fiscal year are based on the estimated revenues needed to support the ongoing operational and maintenance costs of the Improvements (collectively referred to as "maintenance"); the long term repairs, renovations and rehabilitation costs associated with the improvements as well as possible acquisitions, expansion or construction of new improvements or facilities including a new Teen/Family Center (collectively referred to as "capital improvements"); and estimated incidental expenses associated with the administration of the assessments and of bonds or loans issued to finance improvements and facilities.

The authorized improvements may include, but are not limited to, operation, maintenance, acquisitions, upgrades and construction of existing and/or new facilities to enhance or expand the McKinleyville CSD park and recreational system, facilities and activities that will provide special benefits to properties within the District that would otherwise be reduced, postponed or abandoned due to limited funding sources. The improvements and annual District assessments for Fiscal Year 2017/2018 as outlined herein, have been established in accordance with the 1972 Act which may include the issuance of bonds pursuant to the Improvement Bond Act of 1915 (California Streets and Highways Code §8500 et seq.) ("1915 Act") and in compliance with the substantive and procedural requirements of the California State Constitution Article XIID ("California Constitution" or "Article XIID"). This Engineer's Report ("Report") has been prepared in connection with the proposed levy and collection of District assessments for Fiscal Year 2017/2018, pursuant to Chapter 2 Article 1 Sections §22585 and §22586 in accordance with Chapter 1, Article 4 beginning with §22565 of the 1972 Act.

The District includes all lots and parcels of land within the McKinleyville CSD as identified by the Humboldt County Assessor's Office at the time this Report was prepared. The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessor's Parcel Number (APN) by the Humboldt County Assessor's Office. The Humboldt County Auditor/Controller uses Assessor's Parcel Numbers and a specified Fund Number to identify properties to be assessed on the tax roll for the special benefit assessments described herein.

This Report describes the District; identifies the improvements including any proposed changes to such improvements to be provided; the estimated expenditures; and the resulting special benefit assessments to be levied and collected on the County tax rolls for Fiscal Year 2017/2018. The total annual assessments presented herein is based on an estimated budget (estimated expenses) and the assessment revenues required to fund in whole or in part the park and recreational improvements, facilities and related activities deemed to be of special benefit to properties in the District and have been identified as essential recreational and conservation objectives which property owners and residents of the CSD have supported.

While the revenues generated by the annual assessments are currently being used primarily to fund the annual operation and maintenance of the existing park and recreational improvements

within the CSD, a portion of the annual assessments (both now and in the future) may also be utilized and pledged to pay debt service and related costs associated with the issuance of bonds or other loans to finance capital improvement projects for the upgrade or renovation of existing improvements and facilities, or the acquisition and/or construction of new park and recreational improvements or facilities for the special benefit of properties within the District. The allocation of assessment revenue funds amongst the various improvements, services and activities to be provided will be prioritized by the McKinleyville CSD staff based on available assessment revenues generated by the District, the total funding needed for each authorized improvement and projects, the impact each improvement will have on the overall park and recreational system that benefit properties in the District, and the timing of any outside revenues that may become available to offset the cost of such improvements or projects.

This Report pursuant to Chapter 1, Article 4 of the 1972 Act, consists of five (5) parts:

## Part I

**Plans and Specifications:** A description of the District boundaries and the proposed improvements associated with the District. Generally, the District improvements consist of each of the park and recreational improvements and facilities in McKinleyville CSD.

## Part II

**The Method of Apportionment:** A discussion of the general and special benefits associated with the overall park and recreational improvements to be provided within the CSD (Proposition 218 Benefit Analysis). This part also includes a discussion of the proportional costs of the special benefits upon which the assessments are determined and separation of costs considered to be of general benefit (and therefore not assessed). This section of the Report also outlines the method of calculating each property's proportional special benefit and annual assessment utilizing a weighted benefit comparison and proportionality among the different property types within the District.

## Part III

**Estimate of Improvement Costs:** An estimate of the annual cost to fund the improvements for Fiscal Year 2017/2018. The District assessments are intended and will fund only a portion of the costs needed to provide the various improvements, and are not designated to fully fund any specific improvement. This estimate of the improvement costs (budget) includes an estimate of the total annual maintenance and operation costs for the existing park and recreational improvements within the CSD; an estimate of annual funding collected for planned capital improvement expenditures to fund expansion, enhancement, renovation or rehabilitation of the parks, trails and related recreational facilities within the CSD (including acquisitions and new construction); and authorized incidental expenses including, but not limited to county fees, professional services related to administration of the District and/or bonds. The estimated expenditures and assessment rate identified in this Report budget and the resulting parcel assessments for Fiscal Year 2017/2018 are based on the estimated net annual cost to fund the improvements and activities for the year (Balance to be Levied), and the method of apportionment established for the District, and such assessments shall not exceed the maximum assessment (Rate per Equivalent Benefit Unit) established when the District was formed.

## Part IV

**District Diagram:** A Diagram showing the exterior boundaries of the District is provided in this Report and includes all parcels that will receive special benefits from the improvements. These boundaries are coterminous with the boundaries of the McKinleyville CSD. Parcel identification, the lines and dimensions of each lot, parcel and subdivision of land within the District, are inclusive of all parcels within the CSD as shown on the Humboldt County Assessor's Parcel Maps as they existed at the time this Report was presented to the Board of Directors for the adoption of the Resolution of Intention, and shall include all subsequent subdivisions, lot-line adjustments or parcel changes therein. Reference is hereby made to the Humboldt County Assessor's maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District.

## Part V

**Assessment Roll:** A listing of the proposed assessment amount to be levied and collected for each parcel within the District for Fiscal Year 2017/2018. The assessment amount for each parcel is based on the parcel's calculated proportional special benefit as outlined in the method of apportionment and the assessment rate established in the budget for Fiscal Year 2017/2018.

## ***Part I — Plans and specifications***

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The boundaries of the District are coterminous with the McKinleyville CSD boundaries. The purpose of this District is to provide a stable revenue source, coupled with available grants and donations from other sources, to fund the ongoing operation, maintenance, expansion, enhancement, construction, renovation and rehabilitation of the McKinleyville CSD park and recreational improvements including parks, wilderness parklands, open space, trails, sports facilities, recreation and activity centers and facilities (collectively referred to as “Improvements”) that provide special benefits to properties within the CSD, including incidental expenses and debt services for any bond(s), loans or other repayment plans incurred to finance capital improvements.

### **Improvements Authorized by the 1972 Act**

The 1972 Act permits assessments proceeds to be spent on the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The installation of park or recreational improvements, including, but not limited to, all of the following:
  - Land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks, and drainage.
  - Lights, playground equipment, play courts, and public restrooms.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of land for park, recreational, or open-space purposes.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.
- The acquisition or construction of any community center, municipal auditorium or hall, or similar public facility for the indoor presentation of performances, shows, stage productions, fairs, conventions, exhibitions, pageants, meetings, parties, or other group events, activities, or functions, whether those events, activities, or functions are public or private.
- Incidental expenses associated with the improvements including, but not limited to:
  - The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
  - The costs of printing, advertising, and the publishing, posting and mailing of notices;
  - Compensation payable to the County for collection of assessments;

- Compensation of any engineer or attorney employed to render services;
  - Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
  - Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
  - Costs associated with any elections held for the approval of a new or increased assessment.
- Where the cost of improvements (other than maintenance and operations) is greater than can be conveniently raised from a single annual assessment, the 1972 Act permits an assessment to be levied and collected in annual installments. In that event, the governing body may choose to do any of the following:
- Provide for the accumulation of the moneys in an improvement fund until there are sufficient moneys to pay all or part of the cost of the improvements.
  - Provide for a temporary advance to the improvement fund from any available and unencumbered funds of the local agency to pay all or part of the cost of the improvements and collect those advanced moneys from the annual installments collected through the assessments.
  - Borrow an amount necessary to finance the estimated cost of the proposed improvements. The amount borrowed, including amounts for bonds issued to finance the estimated cost of the proposed improvements.

## District Improvements

The District assessments will fully or partially fund various improvements and activities that specially benefit properties within the District. It is the goal and intent for this District to provide a stable revenue source that will allow the McKinleyville CSD to partially fund the on-going maintenance of the various park and recreational facilities for the community and endeavors to improve the overall park and recreational system that directly affect the properties and quality of life for residents, tenants, employees and owners of properties within the CSD. To the full extent permitted by the 1972 Act, the improvements, projects and expenditures to be funded by the assessments may include:

- **Operation and Maintenance:** operation and maintenance of park and recreational improvements throughout the District.
- **Acquisitions:** The acquisition of land or facilities for park or recreational purposes.
- **Resource Development:** The construction, installation and/or expansion of various park sites, trails, open spaces, halls/activity centers ("community centers") and related recreational facilities within the District.
- **Facility Enhancements/Rehabilitation:** Periodic repairs and renovations of recreational sites and facilities (parks, trails, community centers) including but not limited signage, playground and tot-lot equipment; sports field fencing; portable soccer goals; ball fields; tennis courts; basketball courts; sports facility lighting; parking facilities; restrooms, kitchens and related equipment and amenities such electrical, irrigation and drainage systems, tables benches, etc.



- **Capital Improvements:** Major repairs of recreational buildings and facilities that may include repair or replacement roofs, interior building repairs, replacement of permanent fixtures, structural repairs, internal building remodels, as well as the construction and installation of new facilities.

Based on current facility needs and planned capital improvement projects (park and recreational enhancements), an estimated annual budget for Fiscal Year 2017/2018 has been developed for the overall McKinleyville CSD park and recreation improvement program, which has been prioritized based on the overall impact each improvement or facility will have on the overall park and recreational system within the CSD, and the timing and availability of any outside revenues that may be utilized to offset certain costs. Based on this budget, revenues collected through the annual assessments will be apportioned approximately twenty-three percent (23%) for park and sports complex maintenance; sixteen percent (16%) for hall/activity center operation and maintenance; six percent (6%) for trail and open space maintenance; fifty percent (50%) for capital improvement projects; and five percent (5%) for incidental expenses including administration and fees. However, it is likely this apportionment of assessment revenues may be altered over the proposed twenty-year duration of the District and may even be adjusted during the course of Fiscal Year 2017/2018 based on changing needs.

A summary of the improvements that have been identified by the CSD as planned park and recreational maintenance and/or enhancements that will be funded in whole or in part through the District assessments is provided below, as well as in Appendix A. Specific details regarding these improvements and projects are on file in the Office of the McKinleyville CSD District Manager and by reference these documents are made part of this Report.

Improvements to be maintained in whole or in part by District assessments for Fiscal Year 2017/2018 may include, but are not limited to:

- Maintenance, servicing and operation of existing parks and park facilities, including:
  - Landscape Maintenance of approximately 91,571 square feet of irrigated turf in Pierson Park, 75,000 square feet within Hiller Park West, and 498,112 square feet within the Hiller Sports Complex.
  - Landscape Maintenance of approximately thirty-five (35) acres of non-irrigated/natural vegetation within Hiller Park West.
  - Maintenance of eight (8) sports fields within the Hiller Sports Complex.
  - Maintenance of approximately 17,157 square feet of parking lot area within Pierson Park, 9,770 square feet within Hiller Park West, and 35,000 square feet within the Hiller Sports Complex.
  - Maintenance and operation of approximately 2 restroom facilities each, within Pierson Park, Hiller Park West, and the Hiller Sports Complex.
  - Maintenance of 4 playground structures within Pierson Park, and 3 playground structures within Hiller Park West.
- Operation, servicing and maintenance of existing halls/activity centers including:
  - Azalea Hall: including maintenance of approximately 200 square feet of landscaping area; 13,800 square feet of parking lot area maintenance; and operation and



maintenance of an approximately 9,500 square foot hall, including men and women restroom facilities, commercial sized-kitchen, 3,000 square foot hall available as reception area, stage, storage for social events. Azalea Hall is located along Pickett Road, within Pierson Park.

- McKinleyville Activity Center (“MAC”): including maintenance of approximately 19,174 square feet of landscaping and parking lot areas; operation and maintenance of an approximately 10,000 square foot hall, including men and women restroom facilities; and operation and maintenance of a 7,000 square foot gym, office, and storage space. MAC is located along Gwin Road within Pierson Park.
- McKinleyville Teen Center: is an approximate 6,600 square foot addition to an existing community center. The 6,600 square-foot center is used for teen and community activities that include a quiet study room, a teen café, covered outdoor performance area and a community commercial kitchen where cooking classes are held. The center is designed so that up to seven distinct and separate activities can take place at the same time without overlap.

➤ Maintenance of existing trails:

- Landscaping and trail maintenance of approximately 7,000 feet of trails, including maintenance/repairs to trails, benches, and asphalt.

➤ Maintenance of existing open space, including:

- Hewitt Ranch: Landscaping and maintenance of open space area.

➤ Operation and maintenance of future park and recreational facilities that may be acquired or developed over the duration of the District assessments.

The improvements listed above are inclusive of the improvements and facilities identified in the Engineer’s Report prepared in connection with the formation of the District, and no significant changes are proposed or anticipated for Fiscal Year 2017/2018.

## **Part II — METHOD OF APPORTIONMENT**

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The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, including the acquisition, construction, installation and servicing of park and recreational facilities. The 1972 Act requires that the cost of these improvements be levied according to benefit rather than assessed value:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

The method of apportionment described in this Report for allocation of special benefit assessments utilizes commonly accepted engineering practices and is the same method of apportionment utilized and established when the District was formed. The formulas used for calculating assessments reflect the composition of parcels within the District and the improvements and activities to be provided, and have been designed to fairly apportion costs based on a determination of the proportional special benefits to each parcel, consistent with the requirements of the 1972 Act and the provisions of Article XIII D of the California Constitution.

### **Proposition 218 Benefit Analysis**

The costs of the proposed improvements have been identified and allocated to properties within the District based on special benefit. The improvements to be provided by this District and for which properties will be assessed have been identified as essential recreational objectives for the CSD, which the property owners and residents have expressed a high level of support.

The District was formed to provide an overall park and recreational enhancement program that affects and will directly benefit all parcels to be assessed within the District. The assessments and method of apportionment is based on the premise that the assessments will be used for the annual maintenance, as well as expansion and enhancement of the CSD’s park and recreation system, and the revenues generated over the duration of the District will be used for park and recreational facilities throughout the District.

In conjunction with the provisions of the 1972 Act, the California Constitution Article XIID addresses several key criteria for the levy of assessments, notably:

Article XIID Section 2d defines District as follows:

*“District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service”;*

Article XIID Section 2i defines Special Benefit as follows:

*“Special benefit” means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute “special benefit.”*

Article XIID Section 4a defines proportional special benefit assessments as follows:

*“An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”*

The method of apportionment (method of assessment) set forth in the Report is based on the premise that each assessed property receives special benefits from local park and recreational improvements that are funded by the assessments, and the assessment obligation for each parcel reflects that parcel's proportional special benefits as compared to other properties that receive special benefits.

To identify and determine the proportional special benefit to each parcel within the District, it is necessary to consider the entire scope of the improvements provided as well as the properties that benefit from those improvements. The improvements and the associated costs described in this Report, have been carefully reviewed and have been identified and allocated based on a benefit rationale and calculations that proportionally allocate the net cost of only those improvements determined to be of special benefit to properties within the District. The various public improvements and the associated costs have been identified as either “general benefit” (not assessed) or “special benefit”.

### **General Benefits**

Assessments are established on the basis of calculated proportional special benefit to properties within a district. Because general benefits are not assessable, the general benefit costs are excluded from the assessment calculation. With respect to this District, although the various McKinleyville CSD park and recreational improvements including designated parks, wilderness parklands, open space, trails, sports facilities, recreation and activity centers and facilities that will be maintained, expanded and/or enhanced through the District's assessment revenues are located throughout the CSD and clearly provide a special benefit to properties within the District, it is also recognized that these are public facilities that will occasionally be utilized by the general public and may even be in proximity to some properties outside the District boundaries that are not assessed. The fact that these improvements and facilities are available to the general public would suggest that at least a portion of the cost to provide the improvements is of general benefit.

When the District was formed in Fiscal Year 2011/2012 a detailed review and analysis of the improvements and surrounding properties revealed that all properties within the District boundaries were located within two and a half miles (2½ miles) of an existing park, wilderness parkland, open space, trail, sports facility, recreation and activity center and other facilities provided by the CSD, which is well within the broader 3-4 mile sphere of influence commonly associated with such improvements. This analysis revealed that properties within the broader 3-4 mile area, but outside the 2½ mile service area associated with District parcels was predominately undeveloped land consisting of agricultural, timber, mining and open space properties. So, based on this information, it was reasonable to conclude that the improvements and facilities serve primarily the 2½ mile service area.

Within the 2½ mile service area, there were approximately 6,715 parcels of which, 5,638 parcels or eighty-four percent (84%) were identified in Fiscal Year 2011/2012 as being within the boundaries of the District, comprising roughly 12,140 acres of land. The remaining parcels (those parcels outside the District) represented approximately forty-two percent (42%) of the total acreage within the identified 2½ mile service area (approximately 8,800 acres of land). However, this area outside the District boundaries, but within the 2½ mile service area is, largely comprised of agricultural, timber production and gravel mining properties (approximately 6,835 acres or 78% of that total area) and these properties clearly have very limited direct utilization or need for the District improvements. In addition, approximately 575 acres, (6.5% of the total acreage outside the District, but within the 2½ mile service area), is identified as open space/public areas which offer similar recreational opportunities to the properties outside the District. The remaining developed properties (residential and non-residential) located outside of the District boundaries (approximately 1,390 acres) represent the equivalent of approximately six percent (6%) of the total developed residential and non-residential properties within the overall 2½ mile service area. While many of these parcels are likely served more directly by park and recreational facilities outside of the CSD, these properties have proximity to the improvements associated with the District and it can be assumed that the owners, residents and employees of these parcels may occasionally utilize or reasonably have access to the improvements within the CSD. These overall statistics have not changed significantly since Fiscal Year 2011/2012 and therefore, it was and still is, reasonable to assume that six percent (6%) of the total cost to provide the improvements is non-assessable and of general benefit.

In quantifying other general benefit considerations, it is more difficult to quantify benefits to people living and working outside of the 2½ mile service area (benefits to the general public). While the parks, trails and open space areas, and, to a lesser extent the community centers, are certainly available and may be utilized by the general public, the overall McKinleyville CSD area is clearly considered a rural area and not typically a destination point for tourism and travel. This observation is supported by the limited amount of non-residential development (commercial enterprises) in the area, comprising less than three percent (3%) of the parcels within the District and represents less than 4% of the acreage, of which less than 10% have been identified as travel related business (i.e. hotels, motels and service stations). As such, it is reasonable to conclude that the District improvements provide very limited general benefit to the public at large, statistically, less than 0.4% of the total acreage (10% of the 4%) and less than 0.3% of the total parcels (10% of the 3%). Based on this analysis, conservatively, the general benefit to the public at large is certainly no greater than four percent (4%) of the cost to provide the improvements. Therefore, based on the preceding analysis, collectively, the benefit to properties outside the District and to the public at large represents no more than ten percent (10%) of the total cost to provide the improvements.

As noted above, the District improvements clearly provide some measure of general benefit to properties outside the District and to the public at large, but it is also recognized that park and recreational improvements inherently provide general benefit to properties and people within the District. While much of the benefits to people are more directly tied to Recreational Programs (which are not part of the funding provided by the District or contemplated by this Report), the park and recreational facilities themselves provide general benefits to properties and people within the District such as:

- ❖ Health, social and self-improvement benefits derived from utilizing the facilities;

- ❖ Increased social opportunities and active involvement for children, teens and senior citizens;
- ❖ Group participation, character building, mentoring, and coaching for the youth in the community, that provides a positive atmosphere and reduces idle time that might otherwise result in criminal activities;
- ❖ Family and group activities that help to strengthen family value and reduce ethnic and social tensions.

These indirect benefits may be considered more general than special, but are difficult to measure quantitatively. The need for, and the utility of, park and recreational improvements is created by the development of residential and non-residential land uses. The facilities extend the utility of concentrated land development; such as occurs in the McKinleyville CSD (which is an island of developed land uses largely surrounded by large areas of undeveloped land). Benefits to people are largely secondary benefits created by the primary benefits of increased recreational access of more concentrated developments and conservatively, it is estimated that no more than one-third (33%) of the cost to provide and maintain such improvements is attributable or considered a general benefit to properties and people within the District.

Based on the preceding discussion, collectively, it has been determined that approximately forty-three percent (43%) of the costs to provide the District improvements is attributable to general benefit, but for purposes of establishing proportional special benefit costs, it was established at the time of the District formation in Fiscal Year 2011/2012 and this Report assumes a more conservative approximation of general benefit to be fifty percent (50%) or half of the total annual cost to provide the improvements.

### **Special Benefit**

McKinleyville CSD's recreational system (parks, wilderness parkland, trails, community centers, and recreational facilities and equipment) provide properties within the District the special benefit of nearby access to recreational facilities and spaces which are too specialized and/or large to be maintained within the individual properties and would be cost prohibitive to include within individual property development, including:

- ❖ Exercise facilities/space such as sports complexes, parkland areas and trails not typically found on individual parcels.
- ❖ Substantial outdoor areas increase the available recreational space and outdoor facilities, (picnic areas, playground equipment, open turf areas, sports fields and full size courts, etc.), that are typically limited on individual parcels.
- ❖ Facilities (activity centers, parks) available for large gatherings, meetings and community events that could otherwise not be accommodated by the individual properties.

These facilities expand the use of each property within the CSD by providing these properties with access to desirable recreational facilities beyond those that can conveniently be included on a home or businesses lot. The common-use development of these facilities by the CSD, frees property-owners from the burden of having to provide extensive privately owned recreation facilities or having a property that lacks access to such facilities. The

availability and proximity of the facilities is a distinct special benefit to the assessed parcels because the assessed parcels, unlike most parcels outside the District are within the immediate service area of the facilities and can easily use the facilities as a substitute for (and enhancement of) recreational facilities that would otherwise need to be provided on the parcel (or simply foregone). Because each assessed parcel is within the service area of the improvements and facilities offered by the McKinleyville CSD, these park and recreation improvements are like an extension of the front and back lawns of the parcels. They are not remote, but available for frequent and everyday use with minimal travel. We estimate this special benefit to represent at least half (1/2) of the total benefits created by the facilities.

## Assessment Methodology

The method of apportionment (method of assessment) developed for this District is based on the premise that each of the property to be assessed receives a direct and special benefit from the improvements and recreational facilities to be financed by the District assessments.

To assess benefits equitably it is necessary to calculate each property's relative share of the special benefits conferred by the funded service. The method of apportionment for this District calculates the receipt of special benefit from the respective improvements based on the actual or proposed land use of the parcels within the District. The special benefit received by each lot or parcel is equated to the overall land use of parcels within the District based on the parcel's actual land use or proposed development. All costs associated with the improvements are distributed among the parcels based upon a calculation of the proportional special benefit received by each parcel. The benefit formula used to determine the assessment obligation is therefore based upon both the improvements that benefit the parcels within the District as well as the use and relative characteristics of each property as compared to other parcels that benefit from those specific improvements.

The Equivalent Benefit Unit (EBU) method of assessment apportionment establishes a basic unit (base value) of benefit and then calculates the benefit derived by each assessed parcel as a multiple (or a fraction) of the basic unit.

For the purposes of this Engineer's Report, an EBU is the quantum of benefit derived from the funded programs and facilities by a single family residential parcel or unit. Thus, the "benchmark" property (the single family residential parcel/unit) derives one (1.0) EBU of benefit. All other land uses are proportionately weighted (assigned an EBU) based on an assessment formula that equates the property's specific development to that of the benchmark property (single-family residential unit). This proportional weighting may be based on several factors that may include, but are not limited to: the type and status of development (land use), size of the property, development plans or restrictions, typical development densities, population densities or other property related factors. Generally, for most districts the calculation of each parcel's proportional special benefit can be reasonably determined by applying one or more of these factors.

Based on an overall evaluation of the properties within the District and the proposed annual cost of providing the improvements, it has been determined that several key property related factors should be considered in the determination of the proportional special benefit of each parcel. These factors include: the various land uses within the District and the relative size (units or acreage) of each parcel. The following discussion provides a summary of these factors and basis upon which each property's proportional special benefit and EBU has been determined.



**Residential Property (Developed)** — This land use is defined as fully developed residential property which includes single-family residential properties, mobile/manufactured residential properties, apartments, duplexes, and triplexes or other multi-family residential developments. For purposes of establishing equivalent benefit units for all other land uses in this District, the residential land use is designated as the basic unit of assessment and is assigned a land use benefit of 1.0 EBU per residential unit. Convalescent and long term-care facilities (of which there is currently one in the District), will be classified as residential land use, however, this unique residential property will be assigned 0.5 EBU per bed to reflect the quasi-residential nature/use of the property and the fact that a bed represents a smaller increment of measure (both in size and population) than a residential unit.

**Non-Residential/Commercial Property (Developed)** — This land use is defined as a developed property with structures that are used or may be used for non-residential purposes, whether those structures are occupied or not. This land use does not include parcels for which the primary use of the property is considered residential. This land use classification includes all types of non-residential uses and commercial enterprises including but not limited to, commercial retail; food services; shopping centers; office buildings, and professional buildings, churches, as well as industrial properties including warehousing and manufacturing. This land use classification also includes any parcel that may incorporate a single residential unit, but is also used in whole or in part for commercial purposes.

Based on the average development densities for residential properties in the District, (the average single-family residential property being approximately 1.06 units per Acre), it is reasonable to assume that non-residential properties if developed as residential, would have resulted in approximately 1.00 benefit unit per Acre. Therefore, it has been determined that assigning this land use classification 1.0 EBU per gross acre provides a proportional representation of benefit for this land use type with some limitations:

- ❖ Because each non-residential parcel typically represents a separate and independent commercial enterprise or business, parcels less than one acre shall be assigned 1.0 EBU (minimum EBU).
- ❖ It is also recognized that larger non-residential properties typically have portions of the property that have less intense use/development (such as parking areas, private landscaped areas, outdoor storage, areas with development restrictions etc.) and it is reasonable to assume that the benefit derived from the Improvements does not necessarily increase by the same proportion as the size of property.

As such, parcels identified as Non-Residential Property shall be assigned 1.00 EBU for the first two (2) acres with a minimum of 1.00 EBU assignment; 0.5 EBU per Acre for the next two (2) acres (acreage between 2 and 4 Acres); 0.25 EBU per Acre for the following two (2) acres (acreage between 4 and 6 acres), 0.125 EBU per Acre for the next two (2) acres (acreage between 6 and 8 acres), and 0.00 EBU per Acre for acreage above eight (8) acres. Further, for commercial properties providing private recreation, such as golf properties, the acreage of outdoor recreation space (such as the golf course itself) will be excluded from the calculation of assessable acreage.

**Vacant Property** — This land use is defined as undeveloped property. Such parcels benefit from the existence of the funded facilities because park and recreational

improvements improve the potential development of such parcels. Recognizing this benefit to property, but also its immediate need for such improvements, each Vacant Property is assigned 1/3 of an EBU per parcel (\$10.00 per parcel).

**Exempt Property** — This land use identifies properties that are not assessed and are assigned 0.00 EBU. This land use classification may include but is not limited to:

- ❖ Lots or parcels identified as public streets and other roadways (typically not assigned an APN by the County);
- ❖ Dedicated public easements including open space areas, utility rights-of-way, greenbelts, parkways, parks or other publicly owned properties that are part of the District improvements or may provide similar or other public services or benefits to private properties within the District; and
- ❖ Private properties that cannot be developed independently from an adjacent property, such as common areas, sliver parcels or bifurcated lots or properties with very restrictive development use;

Because these properties either provide a public service that is comparable to public recreation or are dependent on another property or development, these types of parcels have no direct need for public recreational facilities and are considered to receive little or no special benefit from the improvements. Therefore, these properties are exempted from assessment, but shall be reviewed annually by the assessment engineer to confirm the parcels current development status.

Government owned properties, quasi-government entity owned properties, or public properties (collectively referred to as “Public Property”) are not necessarily exempt properties and will be allocated special benefit unless the parcel otherwise qualifies for exempt status. The proportional special benefit and resulting assessment obligation for such parcels will be calculated as if the parcel were not Public Property. However, because Public Property, often is identified by the County as non-taxable (tax bills are not generated on the regular tax rolls), the McKinleyville CSD will provide a contribution from other available revenue sources to pay those assessments.

The following table provides a summary of each land use described above and related EBU's. The determination of each parcel's land use and property characteristics shall be based on the data available from the most recent Humboldt County Assessor's Secured Roll, or as identified by the McKinleyville CSD, if the information is different than that provided by the Humboldt County Assessor's Office.



Land Use Description	Assessment Formula	No. of Parcels	EBU Units
Residential	1.000 EBU per Unit	4,981	6,638.00
	0.500 EBU per Bed <sup>(1)</sup>	1	36.00
	Residential Total	4,982	6,674.00
Non-Residential/Commercial	1.000 EBU per Acre for first 2 Acres (minimum 1 EBU per parcel); 0.500 EBU per Acre for next 2 acres (between 2 and 4 acres); 0.250 EBU per Acre for next 2 acres (acreage between 4 and 6 Acres); 0.125 EBU per Acre for next 2 acres (acreage between 6 and 8 Acres); 0.000 EBU per Acre for Remaining Acres (acreage exceeding 8 acres)	140	192.41
Vacant	(1/3) EBU per Parcel (0.333 EBU)	496	163.68
Exempt	0.000 EBU per Parcel	115	53.64
Totals <sup>(2)</sup>		5,733	7,083.73

(1) For Fiscal Year 2017/2018 there is one parcel in the District identified as a Convalescent/long term-care facility, and this residential property although classified as a Residential Property, is assigned 0.5 EBU per bed for a total of 36.00 EBU (refer to method of apportionment).

(2) Of the total 5,733 parcels in the District representing a total of 7,083.73 EBU, in addition to the 115 parcels identified above as exempt representing 53.64 EBU (which are non-taxable parcels generally owned by government agencies) there are 16 parcels representing 70 EBU's (being assessed for park and recreational improvements through another revenue source) that are currently identified as properties that will not be assessed on the County tax rolls. The proportional special benefit obligation for these parcels will not be collected on the tax rolls, the CSD will annually pay from its general fund an amount equal to the assessment obligation that would otherwise accrue to these parcels. Therefore, there are currently a total of 5,602 parcels representing 7,030.09 EBUS that are proposed to be applied to the tax rolls for Fiscal Year 2017/2018.

The total assessment amount for each parcel in the District will be collected on the County tax rolls pursuant to the 1972 Act. The amount that may be collected annually cannot exceed the amount that may be levied at the Maximum Assessment Rate, which was presented to property owners of record in a balloting process.

## Part III — BUDGET

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### Description of Budget Items

The following provides a brief description of the line items on the District Budget that follows:

#### Expenditures:

**Operation and Maintenance:** The estimated annual costs associated with the operation and maintenance of the improvements, including, maintenance wages and supplies.

**Capital Improvements:** An estimate of funds required annually for costs associated with the design, construction of the Teen/Family Center, as well as costs of major rehabilitation projects of existing facilities. These funds may be used for debt service or to build a reserve for projects to occur over the life of the assessment.

**Incidental Expenses:** The estimated annual costs related to administration of the assessment, such as contracting with professionals to provide legal, or engineering services for preparation of the annual report and resolutions; conducting noticing or balloting; creation and submission of the annual levy; County Fees for the collection of assessments; and similar administrative costs.

#### Revenues:

**General Benefit Funding:** These are funds to be contributed by the McKinleyville CSD for the portion of the District Budget determined to be General Benefit. These funds are from revenue sources available to the CSD other than the Measure B Maintenance Assessment District assessments.

**Additional Funding from Sources Other Than Assessment:** Additional funds contributed by the McKinleyville CSD from other available revenue sources that are necessary to meet the difference between the annual expenditures and revenues supported by the General Benefit Obligation and the Measure B assessments.

**Measure B Special Benefit Assessments:** The proportional special benefit obligation and proposed annual assessment revenue calculated for the Measure B Maintenance Assessment District. This amount divided by the Total Equivalent Benefit Units calculated for all benefiting parcels (7,030.09 EBU) establishes the proposed maximum annual assessment rate ("Assessment Rate per EBU") of \$30.00.

**Non-Taxable Property Adjustment:** Funds to be contributed by the McKinleyville CSD from other revenue sources to pay the calculated assessment obligation for benefiting non-taxable parcels. As noted previously, 115 parcels representing 53.64 EBU are currently identified as non-taxable parcels and the assessments for these parcels (\$3,709.20) cannot be collected on the tax rolls. Therefore, in addition to other contributions, the CSD will annually pay the assessment obligation for the identified non-taxable parcels that receive special benefits.

#### Fund Balance (Capital/Rehabilitation Improvements):

Provides a summary of District funds being collected and/or spent for capital improvement projects, major rehabilitation projects or to build a reserve for such projects over the life of the assessments. These fund balances incorporate and include the

amount of any surplus or deficit in the improvement fund to be carried over from a previous fiscal year.

## District Budget

The following Budget shows the full estimated annual cost of the improvements and facilities for Fiscal Year 2017/2018 that will be partially funded with the assessment. The total special benefit assessment amount to be collected for the improvements is based on the following budget information and results in a total annual assessment obligation of approximately \$214,662.00 at an assessment rate of \$30.00 per Equivalent Benefit Unit based on 7,153.73 EBU, of which approximately \$210,952.34 (7,030.09 EBU) is proposed to be collected on the County tax rolls based on current property information:

Mckinleyville CSD FY1718 District Budget	
<b>Expenditures:</b>	
Operation and Maintenance:	
Pierson Park	\$ 51,925
Hiller Park West	34,100
Hiller Sports Complex	93,800
Azalea Hall	70,775
McKinleyville Activity Center	64,100
Trails	42,000
Undeveloped Property	15,600
Future Parks & Facilities (including Teen/Family Center)	53,500
<b>Operation and Maintenance Sub-total:</b>	<b>\$ 425,800</b>
<b>Capital Improvements <sup>(1)</sup></b>	<b>173,500</b>
<b>Total Program Budget</b>	<b>\$ 599,300</b>
<b>Incidental Expenses</b>	<b>16,850</b>
<b>Total Annual Expenditures:</b>	<b>\$ 616,150</b>
<b>Revenues:</b>	
<b>General Benefit Obligation</b>	<b>\$308,075</b>
<b>Additional Non-Assessed Funding <sup>(2)</sup></b>	<b>96,742</b>
<b>Non-Assessment Revenue Sub-total:</b>	<b>\$ 404,817</b>
<b>Non-Taxable Special Benefit Assessment Revenue</b>	<b>\$ 3,709</b>
<b>Taxable Special Benefit Assessment Revenue(Collected on Tax Rolls)</b>	<b>\$ 210,952</b>
<b>Total Measure B Special Benefit Assessments</b>	<b>\$ 214,662</b>
<b>Total Annual Revenues:</b>	<b>\$ 619,479</b>
<b>Fund Balance (Capital/Rehabilitation Improvements):</b>	
<b>Estimated Beginning Fund Balance (As of 07/01/2017)</b>	<b>\$258,370</b>
<b>Estimated Fund Collection</b>	<b>173,500</b>
<b>Estimated Expenditures</b>	<b>0</b>
<b>Estimated Ending Fund Balance</b>	<b>\$431,870</b>

(1) The amount budgeted and collected for Capital Improvements includes funds collected for future Renovations/Rehabilitation Projects as well as funding for the design, acquisition, construction of the Teen/Family Center or other future District facilities, including, but not limited to the repayment of any future debt service issued and/or loan(s).

(2) Additional Funding from sources other than assessments, necessary to fund the annual expenses above those identified as General Benefit funding.

(3) Contribution from MCSD general fund to cover amount that would otherwise be assessed against 115 non-taxable parcels and 16 parcels already being assessed for park and recreational improvements through another revenue source, which that collectively represent approximately 123.64 EBU's.

## Assessment Calculations

Applying the method of apportionment outlined in Part II of this Report and the budget estimates for Fiscal Year 2017/2018 results in the following calculation of assessments:

$$\text{\$214,661.54} \div 7,153.73 \text{ EBU's} = \text{\$30.00 per EBU}$$

Therefore, a single benefit unit or the Annual Assessment Rate for Fiscal Year 2017/2018 (Applicable to a typical Residential Dwelling Unit) will be \$30.00.

### Assessment Summary

Total Measure B Special Benefit Assessments	\$ 214,661.54
Total Equivalent Benefit Units	÷ \$ 7,153.73
<b>Assessment Rate per EBU</b>	<b>\$ 30.00</b>

### Assessment Breakdown of Non-Taxable Properties

EBU of Non-Taxable Properties	123.64
Assessment Rate per EBU	x \$ 30.00
<b>Non-Taxable Property Adjustment <sup>(1)</sup></b>	<b>\$ 3,709.20</b>

<sup>(1)</sup> This amount represents the calculated special benefit assessment for the parcels identified as non-taxable. This amount shall be paid by a contribution from MCSD general fund.

### Assessment Breakdown of Taxable Properties

Total Equivalent Benefit Units	7,153.73
EBU of Non-Taxable Properties <sup>(1)</sup>	- 123.64
Equivalent Benefit Units Levied on Tax Rolls	7,030.09
Balance to be collected on Tax Rolls <sup>(2)</sup>	210,952.34
Equivalent Benefit Units Levied on Tax Rolls	÷ 7,030.09
<b>Assessment Rate per EBU</b>	<b>30.00</b>

<sup>(1)</sup> This number represents the combined total EBU that will not be assessed on the County tax rolls. In addition, 115 parcels representing 53.64 EBU's (which are non-taxable parcels generally owned by government agencies) and 16 parcels representing 70 EBU's (being assessed for park and recreational improvements through another revenue source) currently identified as properties that will not be assessed on the County tax rolls. Because the proportional special benefit obligation for these parcels will not be collected on the tax rolls, the CSD will annually pay from its general fund an amount equal to the assessment obligation that would otherwise accrue to these parcels.

<sup>(2)</sup> Difference due to rounding.

Therefore, the anticipated annual assessment revenue to be collected on the tax rolls is approximately \$210,952.34.

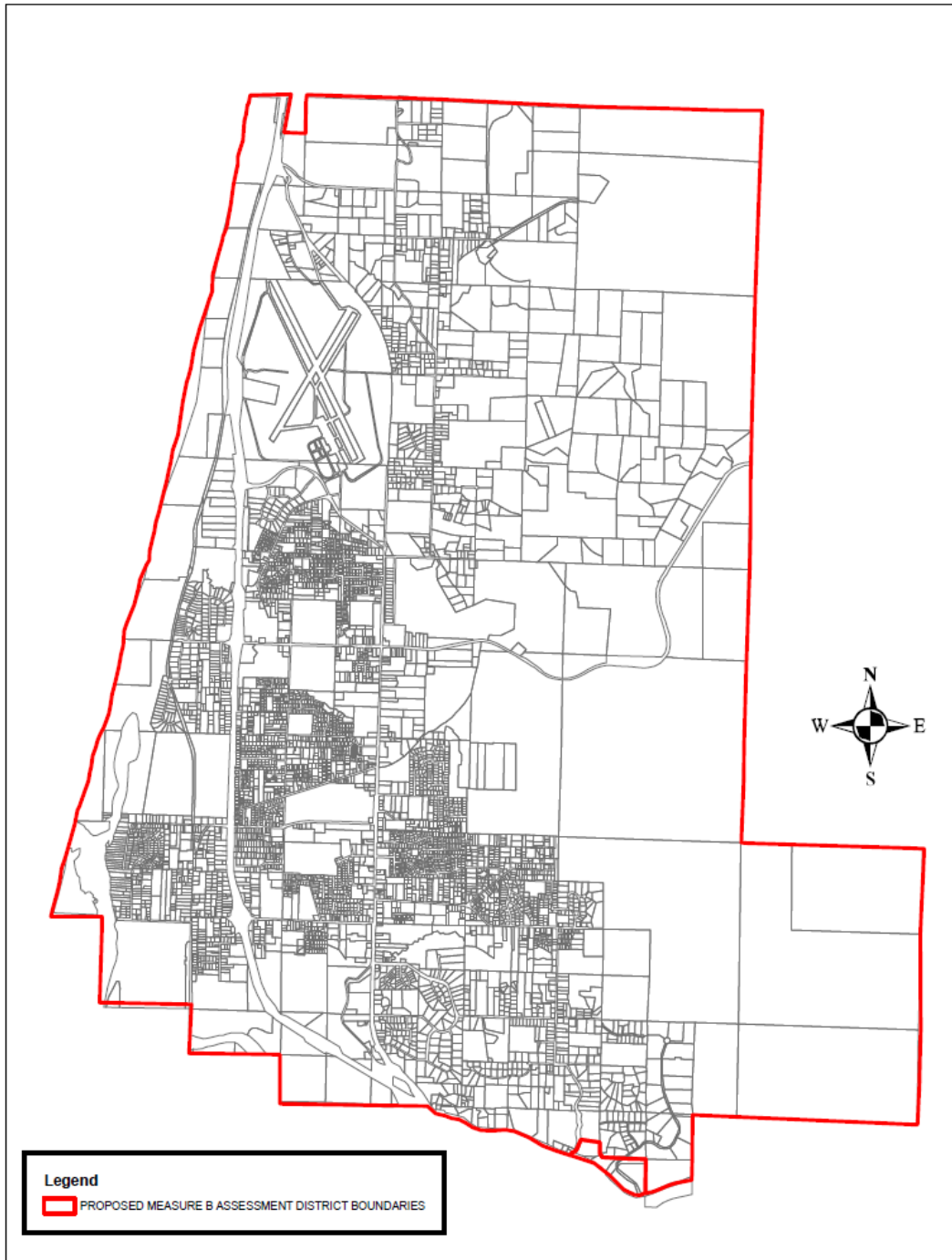
## ***Part IV — DISTRICT DIAGRAM***

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The following is a Diagram showing the boundaries of the McKinleyville Community Services District Measure B Maintenance Assessment District — Renewal for Parks, Open Space, and Recreational Facilities, which is coterminous with the McKinleyville CSD boundaries. The dimensions of all lots, parcels and subdivisions of land within the District are the same as the lines and dimensions of the parcels shown on the Humboldt County Assessor's Parcel Maps (APN Maps) and by reference these Maps are made part of this Report and Assessment Diagram as they existed at the time of the passage of the Resolution of Intention. Each of the subdivisions of land, parcels, or lots on the Assessment Diagram subject to the annual assessment are identified by an Assessor's parcel Number (APN) by the Humboldt County Assessor's and these APN's corresponds with the assessment number shown on the Assessment Roll (Part V of this Report).

The Boundary Map and Assessment Diagram in a reduced-scale format follows.

## McKinleyville CSD Proposed Boundaries of Measure B Assessment District



## ***Part V — ASSESSMENT ROLL***

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Parcel identification for each lot or parcel within the District, shall be the parcel as shown on the Humboldt County Secured Roll for the year in which the Report is prepared and reflective of the Assessor's Parcel Maps. A complete listing of the parcels within this District, along with each parcel's assessment amount to be levied for Fiscal Year 2017/2018 is provided under Appendix B ("Proposed Annual Assessments").

These assessments will be submitted to the County Auditor/Controller to be included on the property tax roll for Fiscal Year 2017/2018. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be recalculated based on the method of apportionment and assessment rates as approved herein by the McKinleyville CSD Board of Directors.

## APPENDIX A: TOTAL PROGRAM BUDGET DETAIL

Below is the Total Program Budget, a portion of which will be funded by the Measure B Assessment District assessments, with the remainder being funded by other revenue sources.

Improvement Expenditure Detail					
	Maintenance Wages	Maintenance Supplies	Planned Capital Improvement Funding	Totals	
<b>PARK ENHANCEMENTS</b>					
Pierson Park	\$ 44,425	\$ 7,500	\$ -	\$ 51,925	
Hiller Park West	29,500	4,600	-	34,100	
Hiller Sports Complex	76,000	17,800	5,000	98,800	
<i>subtotal:</i>	<b>\$ 149,925</b>	<b>\$ 29,900</b>	<b>\$ 5,000</b>	<b>\$ 184,825</b>	
<b>HALLS/ACTIVITY CENTERS</b>					
Azalea Hall	\$ 62,275	\$ 8,500	\$ 16,000	\$ 86,775	
McKinleyville Activity Center	55,600	8,500	-	64,100	
Teen/Family Center	45,000	8,500	127,500	181,000	
<i>subtotal:</i>	<b>\$ 117,875</b>	<b>\$ 17,000</b>	<b>\$ 143,500</b>	<b>\$ 278,375</b>	
<b>TRAILS</b>					
School Road Trail	\$ 12,000	\$ -	\$ -	\$ 12,000	
Hiller Loop Trail	18,500	1,000	-	21,000	
Other Trails	10,500	-	-	10,500	
<i>subtotal:</i>	<b>\$ 41,000</b>	<b>\$ 1,000</b>	<b>\$ -</b>	<b>\$ 42,000</b>	
<b>UNDEVELOPED PROPERTY</b>					
River Property	\$ 5,200	\$ -	\$ -	5,200	
Washington Property	5,200	-	-	5,200	
Hewitt Ranch	5,200	-	-	5,200	
<i>subtotal:</i>	<b>\$ 15,600</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,600</b>	
<b>FUTURE PARKS &amp; FACILITIES <sup>(1)</sup></b>					
Renovations/Rehabilitation Projects	\$ -	\$ -	\$ 25,000	25,000	
<i>subtotal:</i>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>	
<b>Grand Totals:</b>	<b>\$ 324,400</b>	<b>\$ 47,900</b>	<b>\$ 173,500</b>	<b>\$ 545,800</b>	

(1) Future Parks & Facilities includes funds being collected for future Renovations/Rehabilitation Projects as well as funding for the design, acquisition, construction, operation and maintenance (wages and/or supplies) of future District facilities, including, but not limited to the Teen/Family Center. These expenses may include repayment of any future debt service issued and/or loan(s) utilized to finance such improvements.



## APPENDIX B: Teen Center Lease Financing

Bond Debt Service  
 McKinleyville Community Services District  
 2014 Lease Financing

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
5/1/2015	36,228	3.550%	29,549.96	65,777.96	
11/1/2015	36,229	3.550%	25,430.44	61,659.44	127,437.40
5/1/2016	39,279	3.550%	24,787.38	64,066.38	
11/1/2016	39,281	3.550%	24,090.18	63,371.18	127,437.56
5/1/2017	40,687	3.550%	23,392.94	64,079.94	
11/1/2017	40,687	3.550%	22,670.74	63,357.74	127,437.68
5/1/2018	42,144	3.550%	21,948.55	64,092.55	
11/1/2018	42,144	3.550%	21,200.49	63,344.49	127,437.04
5/1/2019	43,654	3.550%	20,452.44	64,106.44	
11/1/2019	43,654	3.550%	19,677.58	63,331.58	127,438.02
5/1/2020	45,218	3.550%	18,902.72	64,120.72	
11/1/2020	45,217	3.550%	18,100.10	63,317.10	127,437.82
5/1/2021	46,837	3.550%	17,297.50	64,134.50	
11/1/2021	46,837	3.550%	16,466.14	63,303.14	127,437.64
5/1/2022	48,514	3.550%	15,634.79	64,148.79	
11/1/2022	48,515	3.550%	14,773.66	63,288.66	127,437.45
5/1/2023	50,252	3.550%	13,912.52	64,164.52	
11/1/2023	50,252	3.550%	13,020.55	63,272.55	127,437.07
5/1/2024	52,052	3.550%	12,128.58	64,180.58	
11/1/2024	52,052	3.550%	11,204.65	63,256.65	127,437.23
5/1/2025	53,916	3.550%	10,280.73	64,196.73	
11/1/2025	53,917	3.550%	9,323.72	63,240.72	127,437.45
5/1/2026	55,847	3.550%	8,366.69	64,213.69	
11/1/2026	55,848	3.550%	7,375.41	63,223.41	127,437.10
5/1/2027	57,848	3.550%	6,384.11	64,232.11	
11/1/2027	57,848	3.550%	5,357.31	63,205.31	127,437.42
5/1/2028	59,920	3.550%	4,330.50	64,250.50	
11/1/2028	59,920	3.550%	3,266.92	63,186.92	127,437.42
5/1/2029	62,066	3.550%	2,203.34	64,269.34	
11/1/2029	62,066	3.550%	1,101.67	63,167.67	127,437.01
	1,468,929		442,632.31	1,911,561.31	1,911,561.31

## APPENDIX C: Proposed Annual Assessments

The following proposed assessments for each parcel within the District will be submitted to the County Auditor/Controller to be included on the property tax roll for Fiscal Year 2017/2018. If any parcel listed herein for collection is identified by the County Auditor/Controller to be an invalid parcel number for the fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be recalculated based on the method of apportionment and assessment rates as approved herein by the McKinleyville CSD Board of Directors.

Assessor's Parcel Number	EBU	Land Use	Special Benefit Assessment <sup>(1)</sup>	Applied Charge
507-061-007-000	0.33	8000	\$10.00	\$0.00
507-141-001-000	0.33	8000	10.00	0.00
507-141-033-000	0.33	8000	10.00	0.00
507-141-034-000	0.33	8000	10.00	0.00
508-021-006-000	0.33	8000	10.00	0.00
508-021-007-000	0.33	8000	10.00	0.00
508-041-006-000	0.33	8000	10.00	0.00
508-051-010-000	0.33	8000	10.00	0.00
508-091-038-000	0.33	8000	10.00	0.00
508-211-051-000	0.33	8000	10.00	0.00
508-211-055-000	0.33	8000	10.00	0.00
508-211-057-000	0.33	8000	10.00	0.00
508-224-036-000	0.33	8000	10.00	0.00
508-224-038-000	0.33	8000	10.00	0.00
508-224-039-000	0.33	8000	10.00	0.00
508-224-048-000	0.33	8000	10.00	0.00
508-242-008-000	0.33	8000	10.00	0.00
508-242-043-000	0.33	8000	10.00	0.00
508-242-044-000	0.33	8000	10.00	0.00
508-371-009-000	0.33	8000	10.00	0.00
508-371-027-000	0.33	8000	10.00	0.00
509-021-046-000	0.33	8000	10.00	0.00
509-021-047-000	0.33	8000	10.00	0.00
509-021-054-000	0.33	8000	10.00	0.00
509-171-061-000	0.33	8000	10.00	0.00
509-191-031-000	0.33	8000	10.00	0.00
509-191-047-000	0.33	8000	10.00	0.00
510-091-039-000	4.00	9921	120.00	0.00
510-091-040-000	4.00	9921	120.00	0.00
510-091-041-000	4.00	9921	120.00	0.00
510-091-042-000	4.00	9921	120.00	0.00

Assessor's Parcel Number	EBU	Land Use	Special Benefit Assessment <sup>(1)</sup>	Applied Charge
510-091-043-000	4.00	9921	120.00	0.00
510-091-044-000	4.00	9921	120.00	0.00
510-091-045-000	6.00	2120	180.00	0.00
510-091-046-000	4.00	9921	120.00	0.00
510-091-047-000	4.00	9921	120.00	0.00
510-091-048-000	0.33	8000	10.00	0.00
510-091-049-000	4.00	9921	120.00	0.00
510-091-050-000	4.00	9921	120.00	0.00
510-091-051-000	4.00	2120	120.00	0.00
510-091-052-000	4.00	9921	120.00	0.00
510-091-053-000	4.00	2120	120.00	0.00
510-091-054-000	6.00	9922	180.00	0.00
510-091-055-000	6.00	9922	180.00	0.00
510-101-079-000	0.33	8000	10.00	0.00
510-101-080-000	0.33	8000	10.00	0.00
510-161-002-000	0.33	8000	10.00	0.00
510-161-003-000	0.33	8000	10.00	0.00
510-211-079-000	0.33	8000	10.00	0.00
510-211-081-000	0.33	8000	10.00	0.00
510-221-002-000	0.33	8000	10.00	0.00
510-271-015-000	0.33	8000	10.00	0.00
510-271-077-000	0.33	8000	10.00	0.00
510-271-079-000	0.33	8000	10.00	0.00
510-281-023-000	0.33	8000	10.00	0.00
510-341-031-000	0.33	8000	10.00	0.00
510-341-032-000	0.33	8000	10.00	0.00
510-341-034-000	0.33	8000	10.00	0.00
510-372-005-000	0.33	8000	10.00	0.00
510-401-004-000	0.33	8000	10.00	0.00
510-401-012-000	0.33	8000	10.00	0.00
510-401-013-000	0.33	8000	10.00	0.00
510-401-015-000	0.33	8000	10.00	0.00
510-401-017-000	0.33	8000	10.00	0.00
510-401-019-000	0.33	8000	10.00	0.00
510-401-020-000	0.33	8000	10.00	0.00
510-401-021-000	0.33	8000	10.00	0.00
510-401-025-000	0.33	8000	10.00	0.00
510-451-043-000	0.33	8000	10.00	0.00
510-461-052-000	0.33	8000	10.00	0.00
510-461-053-000	0.33	8000	10.00	0.00
510-461-054-000	0.33	8000	10.00	0.00
511-011-001-000	0.33	8000	10.00	0.00

Assessor's Parcel Number	EBU	Land Use	Special Benefit Assessment <sup>(1)</sup>	Applied Charge
511-011-003-000	0.33	8000	10.00	0.00
511-011-005-000	0.33	8000	10.00	0.00
511-011-008-000	0.33	8000	10.00	0.00
511-011-015-000	0.33	8000	10.00	0.00
511-011-016-000	0.33	8000	10.00	0.00
511-061-001-000	0.33	8000	10.00	0.00
511-061-005-000	0.33	8000	10.00	0.00
511-071-005-000	3.75	8000	112.50	0.00
511-082-003-000	0.33	8000	10.00	0.00
511-082-004-000	1.00	8000	30.00	0.00
511-082-007-000	0.33	8000	10.00	0.00
511-082-008-000	0.33	8000	10.00	0.00
511-082-009-000	0.33	8000	10.00	0.00
511-082-010-000	0.33	8000	10.00	0.00
511-084-002-000	0.33	8000	10.00	0.00
511-084-003-000	0.33	8000	10.00	0.00
511-111-023-000	0.33	8000	10.00	0.00
511-111-025-000	0.33	8000	10.00	0.00
511-111-060-000	0.33	8000	10.00	0.00
511-121-001-000	0.33	8000	10.00	0.00
511-121-002-000	3.75	8000	112.50	0.00
511-202-001-000	0.33	8000	10.00	0.00
511-241-008-000	0.33	8000	10.00	0.00
511-241-022-000	1.00	8000	30.00	0.00
511-251-017-000	1.00	8000	30.00	0.00
511-261-003-000	0.33	8000	10.00	0.00
511-291-015-000	0.33	8000	10.00	0.00
511-291-016-000	0.33	8000	10.00	0.00
511-291-017-000	0.33	8000	10.00	0.00
511-291-024-000	0.33	8000	10.00	0.00
511-291-025-000	0.33	8000	10.00	0.00
511-291-026-000	0.33	8000	10.00	0.00
511-291-036-000	0.33	8000	10.00	0.00
511-291-038-000	0.33	8000	10.00	0.00
511-301-001-000	0.33	8000	10.00	0.00
511-301-018-000	0.33	8000	10.00	0.00
511-301-019-000	0.33	8000	10.00	0.00
511-301-020-000	0.33	8000	10.00	0.00
511-331-001-000	0.33	8000	10.00	0.00
511-331-002-000	0.33	8000	10.00	0.00
511-331-004-000	0.33	8000	10.00	0.00
511-331-005-000	0.33	8000	10.00	0.00

Assessor's Parcel Number	EBU	Land Use	Special Benefit Assessment <sup>(1)</sup>	Applied Charge
511-341-001-000	0.33	8000	10.00	0.00
511-341-002-000	0.33	8000	10.00	0.00
511-341-004-000	0.33	8000	10.00	0.00
511-341-007-000	0.33	8000	10.00	0.00
511-341-040-000	0.33	8000	10.00	0.00
511-341-041-000	0.33	8000	10.00	0.00
511-351-001-000	0.33	8000	10.00	0.00
511-351-002-000	0.33	8000	10.00	0.00
511-351-005-000	0.33	8000	10.00	0.00
511-351-007-000	0.33	8000	10.00	0.00
511-351-009-000	3.75	8000	112.50	0.00
511-351-010-000	3.75	8000	112.50	0.00
511-381-025-000	0.33	8000	10.00	0.00
511-441-041-000	0.33	8000	10.00	0.00
511-443-008-000	0.33	8000	10.00	0.00
511-450-030-000	0.33	8000	10.00	0.00
<b>Total</b>	<b>123.64</b>		<b>\$3,720.00</b>	<b>\$0.00</b>
<b>Parcel Count</b>				<b>131</b>

(1) These assessment amounts represent the calculated special benefit assessment for the parcels identified as non-taxable or otherwise assessed. These assessment amounts shall be paid by a contribution from McKinleyville CSD general fund and collectively represent \$3,720.00. Difference is due to rounding.

# McKinleyville Community Services District

## BOARD OF DIRECTORS

March 1, 2017

TYPE OF ITEM: **INFORMATIONAL**

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**ITEM: E.4**                      **Review Information for the Draft Capital Improvement Plan for the Operational Funds: Water, Wastewater, and Streetlights, FY2017-18**

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

**TYPE OF ACTION:**              **None, Information Only**

### **Recommendation:**

Staff recommends that the Board review, discuss, and take public comment on the Draft Capital Improvement Plan Budget for the Water, Wastewater, and Streetlights Funds.

### **Discussion:**

A detailed draft of the Fiscal Year 2017-18 Capital Improvement Plan (CIP) for the Water, Wastewater, and Streetlights Funds is attached, **Attachment 1**, covering the next ten fiscal years. The Wastewater Management Facility upgrade is expected to be completed and on-line in FY2017-18. The replacement of customer meters with radio-read meters is also expected to be complete. Other projects include a major digital control upgrade and the creation of an Alternative Energy Master Plan. Two of the District's light utility trucks are proposed to be replaced. The Customer Radio-read Meter Replacement project is scheduled to be completed. The Fischer Lift Station generator and other equipment is due to be upgraded or replaced.

The Water Fund's major budgeted projects include the design phase of the new 4.5 million gallon water storage tank, along with various scheduled equipment replacements. Other projects are dependent on outside agencies for completion. Besides regular pole replacement, no major Capital Improvements are planned for the Streetlights Fund in the coming fiscal year.

The attached Narrative, **Attachment 2**, provides further detail. The final summarized CIP will be brought back to the Board for review and approval with the complete Fiscal Year 2017-18 Budget in June 2017.

### **Alternatives:**

Take Action

### **Fiscal Analysis:**

See Attached Schedules

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

- Attachment 1 - Draft Capital Improvement Plan Budget for the Water, Wastewater, and Streetlights Funds
- Attachment 2 - Draft Capital Improvement Plan Narrative for the Water, Wastewater, and Streetlights Funds

**McKinleyville Community Services District**  
**Enterprise Funds Capital Improvement Project Budget**  
**For the Fiscal Years Ending June 30, 2018 - 2027**

1                      2                      3                      4                      5                      6                      7                      8                      9                      10  
 (All numbers in \$000s)

1.	June 30, 2018	June 30, 2019	June 30, 2020	June 30, 2021	June 30, 2022	June 30, 2023	June 30, 2024	June 30, 2025	June 30, 2026	June 30, 2027
<b>Heavy Equipment</b>										
Hydrocleaner (Sewer Fund) and appurtenances										
Backhoe			60							
Dump Truck									85	
Tractor and Attachments	10	10		50			10			
Air Compressor and appurtenances			20						22	
Portable Emergency Generators					50		40			
<b>Totals:</b>	<b>10</b>	<b>10</b>	<b>80</b>	<b>50</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>107</b>	<b>0</b>

2.	<b>Utility Vehicles</b>									
	48	33		34	34	34	33	34	60	34
3/4 or 1-Ton Pickup										
CCTV Truck							30			
Car										
Light Duty Utility Truck		22	22							
<b>Totals:</b>	<b>48</b>	<b>55</b>	<b>22</b>	<b>34</b>	<b>34</b>	<b>34</b>	<b>63</b>	<b>34</b>	<b>60</b>	<b>34</b>

3.	<b>Water System</b>									
	700	4,500								
4.5m New Tank										
Property Purchase/Improvements	200									
Water Tank Upgrades			500	500						
Ramey Pump Upgrades										
Emergency Water Supply	50			250						
Radio Telemetry Upgrade	150			20						
Meter Reader Upgrade	8				8			7		7
McCluski Tank 3 Roof Upgrades					6					
Alternative Energy Masterplan	50									
Tank Seismic Actuators			20							
Fire Hydrant System Upgrade	7	7	7	7	7	7	7	7	7	
Water Main Rehabilitation and Replacement	100	250	490	490	1,000	1,000	1,000			
Customer Radio Meter Replacements	200									
Emergency Generator	50									
<b>Totals:</b>	<b>1,465</b>	<b>4,757</b>	<b>1,017</b>	<b>1,267</b>	<b>1,021</b>	<b>1,007</b>	<b>1,007</b>	<b>14</b>	<b>7</b>	<b>7</b>



**McKinleyville Community Services District**  
**Enterprise Funds Capital Improvement Project Budget**  
**For the Fiscal Years Ending June 30, 2018 - 2027**

1      2      3      4      5      6      7      8      9      10

(All numbers in \$000s)

	June 30, 2018	June 30, 2019	June 30, 2020	June 30, 2021	June 30, 2022	June 30, 2023	June 30, 2024	June 30, 2025	June 30, 2026	June 30, 2027
<b>4. Sewer System</b>										
WWMF Engr Study	50				70					70
WWMF Upgrade/CEQA/Permitting	200			10	150					
WWMF Fencing and Gate			10	10	10	10	10			
WWMF SO2/Chlorine Injector Controllers	10	10								
WWMF Sludge Disposal & handling	240	240	240	240	240	240	240	240	240	240
Customer Radio Meter Replacements	200									
Collection System Upgrades	10	100	1,000			100	1,500			
Sewer Main Rehabilitation and Replacement	90				1,000					1,000
Sewer Lift Stn. Pump & Generator Replacement	50		60							
Sewer Lift Station Upgrades-Other	6									
Radio Telemetry Upgrade	150									30
Alternative Energy Masterplan	50									
Meter Replacement: WWMF, FIS					7					
WWMF & Fischer Lift Station Grinder Upgrade	17	16					17		17	
Sewer Main Camera Unit		30								
Underground Pipe Locator & Camera			5			5			5	
SCBA Apparatus and Bottles					6					6
<b>Totals:</b>	<b>1,073</b>	<b>396</b>	<b>1,315</b>	<b>260</b>	<b>1,483</b>	<b>355</b>	<b>1,767</b>	<b>240</b>	<b>262</b>	<b>1,346</b>

<b>5. Office, Corporation Yard &amp; Shops</b>										
Facility Upgrades and Sealcoat	10	10					10		10	
Office Building	50	300								
Property Purchase					400					
Building Roofs										
<b>Totals:</b>	<b>60</b>	<b>310</b>	<b>0</b>	<b>0</b>	<b>400</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>10</b>	<b>0</b>

<b>6. Computers, Software &amp; Equipment</b>										
PCs, Software, & Printers	6		5		6		6		7	
File Server Upgrade			15			15			17	
MOM Upgrade and Replacement			125							
Office Equipment		5		5		5		5		5
GIS/SEMS/CADD Equipment and Software	5		5			5			5	
<b>Totals:</b>	<b>11</b>	<b>5</b>	<b>150</b>	<b>5</b>	<b>6</b>	<b>25</b>	<b>6</b>	<b>5</b>	<b>29</b>	<b>5</b>

**McKinleyville Community Services District**  
**Enterprise Funds Capital Improvement Project Budget**  
**For the Fiscal Years Ending June 30, 2018 - 2027**

(All numbers in \$000s)

1      2      3      4      5      6      7      8      9      10

	June 30, 2018	June 30, 2019	June 30, 2020	June 30, 2021	June 30, 2022	June 30, 2023	June 30, 2024	June 30, 2025	June 30, 2026	June 30, 2027
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<b>7. Fischer Ranch</b>										
Barn and Fence Upgrades	5	5	5	5	5	5	5	5	5	5
Irrigation Pipe and Fittings	10					10				
Property purchase	1,500									
Reclamation Site Upgrade	30	100	100	100	100	100				
Underground Valving and Piping		100	30			12				
<b>Totals:</b>	<b>1,545</b>	<b>205</b>	<b>135</b>	<b>105</b>	<b>105</b>	<b>127</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>

<b>8. Small Equipment &amp; Other</b>										
Misc./ Emergency Equipment Replacement	15	15	15	15	15	15	15	15	15	15
GPS Surveying Equipment	20								20	
Office Emergency Generator										22
Emergency Response Equipment		5		5				5		5
<b>Totals:</b>	<b>35</b>	<b>20</b>	<b>15</b>	<b>20</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>20</b>	<b>35</b>	<b>42</b>

<b>Total Planned Expenditures</b>	<b>4,247</b>	<b>5,758</b>	<b>2,734</b>	<b>1,741</b>	<b>3,064</b>	<b>1,563</b>	<b>2,883</b>	<b>318</b>	<b>515</b>	<b>1,439</b>
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<b>Departmental Allocations:</b>										
Water Fund	1,547	4,957	1,151	1,322	1,249	1,044	1,059	44	128	48
Wastewater Fund	2,700	801	1,584	420	1,816	519	1,824	275	388	1,392
<b>Total</b>	<b>4,247</b>	<b>5,758</b>	<b>2,734</b>	<b>1,741</b>	<b>3,064</b>	<b>1,563</b>	<b>2,883</b>	<b>318</b>	<b>515</b>	<b>1,439</b>

***DRAFT Capital Improvement Plan  
Water, Sewer and Streetlights Funds  
Fiscal Year 2017-18***

Water and Sewer Fund capital asset purchases and projects depend largely on grants, loans, and the strategic use of District Reserves. The Board has made a commitment to not defer scheduled maintenance, repair, and replacement of current service delivery systems. This must be balanced against the Board's equal commitment to fiscal responsibility. Under the leadership of the General Manager and Finance Director, staff has taken steps to honor both of these commitments in the budget process by ensuring that the potential financing sources of each project are discussed at the time of project proposal and included with each project's detail notes.

### **CAPITAL IMPROVEMENT PROGRAM PROJECT DISCUSSION**

#### **Heavy Equipment and Utility Vehicles**

In 1998, the Board adopted a Fleet Replacement Plan to insure that MCSD's fleet of heavy equipment and utility vehicles would be replaced in an approximately ten-year cycle. At present, the Water and Wastewater Funds plan to replace two light utility trucks. Funds have also been set aside for replacement tractor parts and attachments, as they are needed.

#### **Water System**

The largest Water project for FY2017-18 is the design phase of the proposed 4.5 million gallon new storage tank. \$700,000 is budgeted in FY2017-18 for design and \$200,000 for property purchase. There are no recoating projects scheduled for the other tanks this year or next. Each tank recoating cycle is approximately every 20 to 30 years for preventative maintenance to avoid corrosion and maintain structural integrity.

Other projects currently proposed for the Water Fund include funding for upgrading the meter-reading software and hardware (\$8,000), and a major upgrade of the digital control system (\$150,000). The Cochran generator is scheduled for replacement as well (\$50,000). The changeover to radio-read meters for our customers should be finished in FY2017-18, with a budget of \$200,000 from the Water Fund and \$200,000 from the Wastewater Fund. \$50,000 from the Water Fund and \$50,000 from the Wastewater Fund has been budgeted to create an Alternative Energy Master Plan.

The fire hydrant system is still scheduled to be upgraded; however, the Arcata Fire Protection District is covering a portion of this cost, so the cost to the District will total only \$7,000. If the Arcata Fire Protection District does not have sufficient budget for this project, it will be delayed until they do.

\$100,000 is budgeted for phases two and three of the Water Main Rehabilitation/Replacement Plan. The District is pursuing groundwater exploration (\$50,000) as part of the District's commitment to developing emergency water supplies. Funding for these projects will come from the Reserves created by the Board for maintenance and replacement of capital infrastructure.

## **Sewer System**

The new Waste Water Management Facility (WWMF) Improvement Project construction is expected to be completed and on-line in 2017, with \$200,000 budgeted in fiscal year 2017-18 for the biosolids removal in the remaining ponds. Project financing has been secured through a loan from the State Water Resources Control Board to pay for the Improvement Project. \$240,000 is now being set aside annually to pay for the next biosolids project, which should occur on a five-to-seven year cycle once the new WWMF is completed. \$50,000 has been set aside to fund engineering studies for the District's next NPDES permit.

Lining of sewer pipes on Central Avenue will continue in FY2017-18 for the Sewer Main Rehabilitation/Replacement Project and \$90,000 is budgeted for the Sewer Mainline Replacement Plan. \$20,000 has been earmarked for the design of the Hiller lift station pump upgrade. There is a potential for grant-funding of this project. An additional \$30,000 has been set aside for replacement of the Kelly sewer lift station generator. A major upgrade of the digital control systems at the sewer lift stations is scheduled for FY2017-18 with \$150,000 budgeted. Other projects include replacements and repairs at Fischer Lift Station, an upgrade to a six-inch pump at Letz, and the District's "Basis for Design" report for the Thiel Avenue undercrossing. Funding for these projects will come from the Reserves created by the Board for maintenance and replacement of capital infrastructure.

## **Office, Corporation Yard, Computers and Software**

\$50,000 has been budgeted for architectural design of the District's operations office, which is scheduled, along with the main office, to be renovated next year. \$10,000 has been set aside to sealcoat the blacktop at the main office. There are also funds budgeted for regularly scheduled upgrades of various operational and administrative computers and printers.

## **Fischer Ranch**

As regulations change, methods for land application will undoubtedly become more stringent. \$30,000 has therefore been budgeted for a technical memorandum for the Biofiltration (Tree Farm) project. \$1.5 million will be earmarked and moved year to year for land procurement as sites become available. Replacement and maintenance of underground valves and piping is scheduled, along with building and fencing improvements.

## **Small Equipment and Other**

Evaluation and possible replacement of the GPS surveying equipment is scheduled in 2017- 18for \$20,000. Various types of emergency equipment comprise the rest of this line item.

## **Streetlights**

Regular pole replacement is scheduled for fiscal year 2017-18. No further Capital Improvement Projects are planned for this fiscal year in the Streetlights Fund.

## **Note on Attachment 1 – Water & Sewer Funds Capital Improvement Program**

Attachment 1 contains the summaries of the Water and Sewer Funds Capital Improvement Program's planned capital expenditures (in thousands: 10 = \$10,000). The planning horizon for the Program is 10 years. It should be noted that all estimated replacement costs are in current year dollars, as future inflation is unknown. Since the CIP is a dynamic plan that is updated annually, future costs will be regularly evaluated.

# McKinleyville Community Services District

## BOARD OF DIRECTORS

March 1, 2017

TYPE OF ITEM: **INFORMATIONAL**

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**ITEM: E.5**                      **Review Information Provided Regarding Intent of the Humboldt Skate Park Collective to Request a Right of Entry Agreement for the Development of a Skate Park in McKinleyville**

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

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

### **Recommendation:**

Staff recommends that the Board review the information provide, air questions, and take public comment regarding the possibility of granting a right of entry agreement to the Humboldt Skate Park Collective (HSPC) for the development of a skate park on District property.

### **Discussion:**

The Humboldt Skate Park Collective recently approached District Staff regarding their interest in and intent to request a Right of Entry Agreement for District property for the purpose of developing a skate park in McKinleyville.

Charlie Caldwell brought a DRAFT Right of Entry Agreement to the Recreation Advisory Committee for review and input in October and November 2016 and admitted at that time that the HSPC was not prepared to make the formal request of MCSD.

At the January 2017 Recreation Advisory Committee meeting several members of the HSPC spoke during public comment and expressed the collective's interest and intent to pursue funding for the development of a skate park in McKinleyville. At that time Charlie Caldwell informed District Staff of the intent to request a right of entry agreement from MCSD and informed staff that the HSPC would like to bring that request to the MCSD Board of Directors in April 2017.

Attachment 1 is the DRAFT Right of Entry Agreement that was shared with the Recreation Advisory Committee in October and November 2016. While this is not necessarily the DRAFT that the HSPC will bring to the MCSD Board of Directors, it is likely to be very similar in spirit and nature.

Staff thought it best to give the MCSD Board of Directors time to review and discuss this potential request before being asked to make a decision. This item is for information only at this time.

**Fiscal Analysis:**

To be determined

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

- Attachment 1 - DRAFT Right of Entry Agreement between HSPC and MCSD

## RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is entered into on \_\_\_\_\_, 2017, between the between the MCKINLEYVILLE COMMUNITY SERVICES DISTRICT (herein "DISTRICT") and the MCKINLEYVILLE SKATE PARK Team, part of the HUMBOLDT SKATEPARK COLLECTIVE (herein "COMMITTEE").

### RECITALS

1. DISTRICT owns property located at Pierson Park and has consented to enter into an Agreement for the design and construction of a Skate Park on the property located immediately south in the vicinity of the existing horseshoe pits and bocce ball courts.
2. The COMMITTEE, as a public service to the citizens of McKinleyville, wishes to Assist in the project using the current design for said property including development, financing, construction and establishment of a maintenance plan of the Said Skatepark.

### *THEREFORE, IT IS AGREED:*

1. For a period of twenty-four (24) months from the date hereof, DISTRICT hereby grants to COMMITTEE the right to enter upon the DISTRICT property described as Pierson Park, for the purposes and on the terms and conditions herein set forth.
2. COMMITTEE shall obtain Board approval of the final design and demonstrate financial backing based on raised Funding & Grants & equivalent matching funds prior to the Board considering approving the construction of a FACILITY of approximately 20,000 square feet (herein "PROJECT") to be used by the public for the purposes of offering expanded services to the community.
3. COMMITTEE shall:
  - 3.1 Demonstrate to the Board sufficient financing and committed supplies and services from local business to cover the entire costs of design, development, inspection, construction, maintenance and administration of the PROJECT, except as noted below. PROJECT costs and funding requirements will be those estimates as delineated by a Certified Engineer. No work of construction shall be commenced until initially obtaining Board approval of the final design and demonstration of sufficient funds required for permits, construction, completion and maintenance of Phase I & II of the PROJECT, (subject to being Split out in to Each Separate Phase determined at end of 24 Month cycle) and the funds have been received and deposited with the DISTRICT in an ESCROW account administered by the DISTRICT. Phase I is rough estimated to cost approximately \$000,000.00 (still awaiting final stamped design) for the western section of the project consisting of the main street section and center bowl and pipe design;  
Phase II is rough estimated to cost approximately \$000,000.00 (still awaiting final stamped design) for the eastern section of the project consisting of the flat portion and one bowl on the southeast corner
  - 3.2 Cause the preparation of plans and specifications suitable for the construction of the PROJECT;
  - 3.3 Cause to be obtained all necessary permits and approvals for the construction as required by law;
  - 3.4 Assist the District with contracts and other agreements as necessary for the completion of the PROJECT. DISTRICT must give written approval to any contract of COMMITTEE and any other party, with respect to the PROJECT, except for this RIGHT OF ENTRY AGREEMENT;



3.5 Upon completion of the PROJECT, deliver the facility and appurtenances thereof to the DISTRICT in condition suitable for the use. Thereupon, any rights and responsibilities of with respect to the construction of the PROJECT shall terminate, and use, care and maintenance of the facility shall revert to the DISTRICT. Upon delivery of the facility to the DISTRICT, COMMITTEE shall assign all warranty rights, if any, with respect to the facility, equipment and appurtenances to DISTRICT.

4. COMMITTEE shall submit a progress report to the Parks & Recreation Director quarterly. Said progress report shall include the following information:

- A. Current fundraising efforts
- B. Current funds raised to date
- C. Grant application update

5. COMMITTEE shall consult with DISTRICT representatives during the design phase, and the plans and specifications for the construction shall be subject to DISTRICT's written approval before the plans and specifications are submitted to permitting authorities for development permits and to prospective bidders for bidding purposes.

6. COMMITTEE shall hold harmless, indemnify and defend DISTRICT, its officers, agents, employees, and directors from and against any and all claims, liabilities, demands, costs and contracts of any nature arising out of or resulting from the financing, design and construction of the PROJECT. This obligation shall survive the delivery of the PROJECT to the DISTRICT.

7. In the event of a dispute between the parties regarding the obligations described in this Agreement, the DISTRICT Board of Directors will make a finding based upon the facts presented and their decision will be final. In such an event that the board's findings is in favor of the district then 8.1 through 8.3 would apply.

8. DISTRICT shall:

8.1 Be solely responsible for payment of all costs associated with the development and construction of PROJECT including, without limitation, any and all claims, liabilities, demands, costs and contracts of any nature arising out of or resulting from the PROJECT.

8.2 Have the responsibility for construction and control of the PROJECT.

8.3 Apply any unused construction funds toward the Maintenance Fund for the PROJECT. Such Maintenance Fund shall be under the sole control and administration of the DISTRICT.

9. District shall Assist with matching \$ XX,000.00 from the fund for above Skatepark design, construction or maintenance in support of the community if construction is Approved within the twenty-four (30) Months

#### **McKINLEYVILLE COMMUNITY SERVICES DISTRICT**

XXX, President – Board of Directors

\_\_\_\_\_ Date \_\_\_\_\_

Charlie Caldwell, Director – Skate Park Committee

\_\_\_\_\_ Date \_\_\_\_\_

XXX, Skate Park Committee

\_\_\_\_\_ Date \_\_\_\_\_



# McKinleyville Community Services District

## BOARD OF DIRECTORS

March 1, 2017

TYPE OF ITEM: **ACTION**

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**ITEM: E.6**                      **Consider Approval of Professional Services Agreement for GHD to Perform Services Related to Phase 1 of the Water and Sewer Mainline Rehabilitation Master Plan and Authorize General Manager to Execute Contract**

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

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

### **Recommendation:**

Staff recommends that the Board review the information provided, take public comment and consider authorizing the General Manager to execute the Professional Services Agreement for GHD, **Attachment 1**, not to exceed \$125,602 with a 10% (\$12,560) contingency totaling \$138,162.

### **Discussion:**

McKinleyville Community Services District (MCSD) requested qualifications from engineering firms qualified to prepare Water and Sewer Mainline Rehabilitation Master Plans (Plans). These Plans are intended to assist MCSD in their planning process for the replacement of aging water and sewer mains and appurtenances as well as to address capacity issues associated with community growth. GHD, together with Willdan Financial, were selected to complete this process.

GHD will prepare 20-year Water and Sanitary Sewer Rehabilitation Master Plans, completed in three phases. Phase 1 will include an evaluation of replacing the District's underground water and sewer infrastructure over the next 50, 75, and 100 years. As part of this phase, Willdan will explore the impact to water and sewer rates considering these replacement time frames. This evaluation will also include the cost of infrastructure needs from known system capacity and condition deficiencies.

At this time, a Professional Services Agreement has been completed for Phase 1 of the Water and Sewer Mainline Master Plans. Phases 2 and 3 are estimated to be performed in the 2017/18 and 2018/19 Fiscal Years.

### **Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

**Fiscal Analysis:**

Contract amount is \$125,602 plus 10% contingency totaling \$138,162. No Budget amendment is necessary as this amount was included in the Operations Budget for FY 2016/17 but the amount exceeds the General Manager's discretionary spending limit.

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

- Attachment 1 – Professional Services Agreement

**McKinleyville Community Services District  
PO Box 2037, McKinleyville California 95519  
Telephone (707) 839-3251 - FAX (707) 839-8456**

### Professional Services Agreement

**This Professional Services Agreement (this “Agreement”) is made and entered between the parties listed below as of the date(s) set forth below. For your protection, make sure that you read and understand all provisions before signing. The terms recited as sections a through u on Pages 3 through 7 are incorporated in this document and, along with this page, constitute material terms and conditions of the Agreement between the parties.**

TO: <u>GHD</u>	DATE: <u>2/3/2017</u>
<u>718 Third Street</u>	Agreement No. <u>2017-02</u>
<u>Eureka, Ca. 95501</u>	

The undersigned Consultant offers to furnish the following services (the “Services”):

As described in the proposal submitted by Consultant dated 2/3/2017, which is attached hereto as **Exhibit A** and incorporated herein by reference. The Services shall be provided on a time and materials basis not to exceed the amounts described in **Exhibit B**, which is attached hereto and incorporated herein by reference. The scope of work for this project includes the following:

Phase 1 of this Master Planning effort will consist of an overview of the water and sewer collection system and a determination of the costs to replace the entire water distribution and sewer collection mains over the next 50, 75 or 100 years, and how that would impact the water and sewer rates. We will also perform an analysis of near-term (next ten years) projects for areas that are known to have performance or capacity constraints (such as the Middle Sewer Crossing), and develop more detailed design and construction cost estimates for these projects.

Contract price      Not to Exceed \$125,602.00

Completion date    8/30/2017

**Payment Intervals:** Monthly

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

Accepted: McKinleyville CSD

Consultant: GHD

\_\_\_\_\_  
(Business Name)

By Gregory Orsini

By Pat Kaspari

Title General Manager

Title Associate Engineer

Other authorized representative(s):

Other authorized representative(s):

James Henry

Consultant agrees with McKinleyville Community Services District that:

- a. **Indemnification.** To the fullest extent permitted by law and consistent with California Civil Code §2782.8(a), Consultant will, indemnify and hold harmless McKinleyville Community Services District, its directors, officers, employees, and authorized volunteers (collectively "District") from and against all claims, demands and damages of all persons and entities that arise out of the Consultant's negligent acts or omissions, recklessness, or willful misconduct in the performance (or non-performance) of the Services under this Agreement. Consultant shall not be obligated to defend or indemnify the District from and against all claims, demands and damages that arise out of, pertain to, or relate to the District's own negligent acts or omissions, recklessness, or willful misconduct or the negligent acts or omissions, recklessness, or willful misconduct of others.
- b. **Standard of Care.** In providing the Services under this Agreement, Consultant shall exercise that degree of skill and care ordinarily used by other reputable members of Consultant's profession, practicing in the same or similar locality and under similar circumstances.
- c. **Workers Compensation Insurance.** By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant will comply with such provisions before commencing the performance of the professional services and work under this Agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all Services covered by this Agreement.
- d. **Professional Liability Insurance.** Consultant will file with McKinleyville Community Services District, before beginning professional services, a certificate of insurance satisfactory to the McKinleyville Community Services District evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to McKinleyville Community Services District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by McKinleyville Community Services District. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract Services. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-consultants) as part of the Services covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant provides insurance coverage deemed appropriate by Consultant for the role of the subconsultant under this contract.
- e. **Insurance Certificates.** Consultant will file with McKinleyville Community Services District, before beginning professional services, certificates of insurance satisfactory to McKinleyville Community Services District evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed

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

- f. **Renewal Certificates.** If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to McKinleyville Community Services District at least ten (10) days prior to the expiration date.
- g. **General Manager Authority.** Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)" on behalf of McKinleyville Community Services District.
- h. **Payment Intervals.** Payment, unless otherwise specified on Page 1, is to be 30 days after acceptance of a written invoice by McKinleyville Community Services District.
- i. **Permits and Licenses.** Permits and licenses required by governmental authorities in connection with Consultant's services will be obtained at Consultant's sole cost and expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.
- j. **Amendments and Modifications.** Any change in the scope of the professional Services to be done, method of performance, nature of materials, work provided or price thereof, or to any other matter materially affecting the performance or nature of the Services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental Agreement executed by McKinleyville Community Services District. Consultant's "authorized representative(s)" has (have) the authority to execute such written change for Consultant.
- k. **Representations.** Consultant represents that it is now, and will remain for the duration of its Services, properly licensed, qualified, experienced, and equipped to perform the Services. Consultant also represents that the Services shall be completed in accordance with this Agreement. Consultant further represents that the Services and the sale or use of the Services shall not infringe, directly or indirectly, on any valid patent, copyright or trademark, and Consultant shall, at Consultant's sole cost and expense, indemnify, and hold harmless McKinleyville Community Services District from and against any and all



claims and causes of action based on infringements thereof. These representations shall survive the expiration or termination of this Agreement, and are in addition to any warranties provided by law. No payment to Consultant for any Services performed hereunder (including, without limitation, final payment) shall constitute a waiver of any Claims by McKinleyville Community Services District against Consultant relating to the Services.

- l. **Ownership of Drawings and Samples.** Consultant shall submit promptly for all drawings, details, samples and other data required or specifically requested by McKinleyville Community Services District in connection with provision of the Services, and such drawings, details, samples and other data created in connection with performance of the Services and provision of the work shall constitute the property of the McKinleyville Community Services District.
- m. **Compliance with Law/Safety.** In performance of the Services, Consultant shall, at its expense, exercise due professional care, comply strictly with, and cause all sub-consultants to comply strictly with, all laws, orders, rules and regulations of governmental authorities, including those relating to the storage, use or disposal of hazardous wastes, substances or materials, and including the procurement and payment for all necessary permits, certificates and licenses required in connection with the Services. If either Consultant or McKinleyville Community Services District receives notice of any violation by Consultant of any laws relating to Consultant or McKinleyville Community Services District receives notice of any violation by Consultant of any laws relating to Consultant's (or sub-consultants) services or work provided hereunder, such party shall promptly inform the other party in writing of the existence thereof. Consultant shall comply with all applicable laws relating to safety, including without limitation the Occupational Safety and Health Act of 1970 as it may be amended from time to time, and all regulations and standards issued pursuant thereto. Consultant shall conform to the current prevailing standards of safety practice.
- n. **Equal Opportunity.** In the performance of the Services there shall be no discrimination on account of race, religion, sex, sexual orientation, age or national origin and Consultant shall comply with applicable federal, state and local laws and regulations pertaining to fair employment practices, including without limitation the provisions of Executive Order 11246 as amended by the President of the United States and the rules and regulations issued pursuant thereto, unless exempted.
- o. **Termination.** McKinleyville Community Services District may, at its option, terminate this Agreement without cause at any time. If at the time of any such termination, any Services have already been provided by Consultant but are unpaid for, McKinleyville Community Services District's only obligation, if Consultant is not in default, shall be to pay for such Services actually provided by Consultant prior to the date of termination. Upon receipt of notice of termination, Consultant shall immediately stop all performance hereunder except as otherwise directed by McKinleyville Community Services District, and if Consultant is not in default, McKinleyville Community Services District shall pay to Consultant (a) the prorata portion of the agreed price based on the percentage completion of the Services which was satisfactorily completed at the time of termination, and (b) the actual net costs incurred by Consultant directly connected with the Services that was not completed prior to the date of termination; provided, however, that under no circumstances shall the total under (a) and (b) exceed the contract price stated on page one (1) of this Agreement, above. Upon such payment, title to any such items or uncompleted Services shall, at McKinleyville Community Services District's option, pass to McKinleyville Community Services District.

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

- u. **MUTUAL UNDERSTANDING OF SERVICES.** McKinleyville Community Services District and Consultant agree that the purpose of value engineering is the identification and presentation of recommendations for improvement of project or process value, for consideration by the McKinleyville Community Services District and their other professional advisors. Both parties understand that as a part of these services, Consultant does no design work and makes no project decisions. McKinleyville Community Services District and Consultant agree that Consultant will be liable to the McKinleyville Community Services District only for damages arising from Consultant's negligence in the performance of the Value Analysis or Value Engineering work itself, and only to the extent that such negligence directly damages the McKinleyville Community Services District.



February 3, 2017

Ref: 11125090

James Henry  
Operations Director  
McKinleyville Community Services District  
P. O. Box 2037  
1656 Sutter Rd  
McKinleyville, CA 95519

**Re: Revised Phase 1 Scope and Budget & Phase 2 and 3 Budgets for  
Water & Sewer Mainline Rehabilitation Master Plans**

Dear Mr. Henry;

Per your request, GHD and Willdan have prepared this revised scope and budget for the Phase 1 portion of the water and sewer mainline master plans based on our meeting of January 9, 2017, previous discussions, and District comments from this week. We have also developed budgetary numbers for the Phase 2 & 3 studies that you can use to budget the tasks for the next Fiscal Year(s).

We look forward to working with MCSD and appreciate your consideration for this project.

Very truly yours,  
GHD

A handwritten signature in black ink, appearing to be "PK" or similar initials, written over a light blue horizontal line.

Patrick Kaspari, PE  
Project Manager

Enclosures: Phase 1 Scope and Budget & Phase 2 and 3 Budgets for Water & Sewer Mainline  
Rehabilitation Master Plans

## **Phase 1 Scope of Services & Phase 2 and 3 Budgetary numbers For Water & Sewer Mainline Rehabilitation Master Plans**

We have provided the following scope and tasks as discussed in the January 9, 2017 meeting with Greg Orsini and James Henry, and based on our understanding of the District's water and sewer system and Capital Improvement and Master Planning needs.

### **Phase 1 Master Plans**

Per our discussion, Phase 1 of this Master Planning effort will consist of an overview of the water and sewer collection system and a determination of the costs to replace the entire water distribution and sewer collection mains over the next 50, 75 or 100 years, and how that would impact the water and sewer rates. We will also perform an analysis of near-term (next ten years) projects for areas that are known to have performance or capacity constraints (such as the Middle Sewer Crossing), and develop more detailed design and construction cost estimates for these projects.

**Phase 2 Budget:** As part of the Phase 1 effort, we will also develop a more detailed scope for the Phase 2 portion of the Master Planning Project, but it is currently envisioned that the Phase 2 portion will consist of a more detailed cost estimate and phasing for the systematic replacement of the water and sewer mains. Specific areas of the water and sewer systems will be assessed and appropriate replacement methodologies developed (e.g. lining versus bursting versus direct replacement) along with construction cost estimates. The costs for these projects will then be budgeted out for the next 50, 75 or 100 years, and a Rate Study will be performed to determine what rates are necessary to be able to perform these replacements. For a budgetary number it is estimated that the cost to perform the Phase 2 portion of the Master Planning effort is \$95,000. It is estimated that this work would be performed in the 2017/2018 Fiscal Year.

**Phase 3 Budget:** Phase 3 of the effort will likely consist of direct assessment of portions of the system to determine the condition of the pipe and confirm the schedule established under Phase 2 and/or revise the schedule or priorities. It is difficult to determine the level of effort that will be required for the Phase 3 portion of this project. It could vary from \$0 to \$190,000 depending on the extent of the physical assessment performed. It is recommended that for budgetary purposes, at least \$60,000 be budgeted for the Phase 3 work if feasible. It is estimated that this work would be performed either at the end of the 2017/18 Fiscal year or the 2018/19 Fiscal Year.

The scope of the Phase 1 effort has been divided into the following tasks.

### **Task 1 – Data Collection & Background Research**

GHD will work with the District to gather the identified background information on the District's water distribution and sanitary sewer collection systems, and review said information for use and reference in the Master Plans. Anticipated background information to be obtained from the District includes:

- MCSD Water and Sanitary Sewer GIS Layers, ESRI, ArcGIS.
- MCSD Water Distribution System computer model in WaterCAD v8i.
- MCSD Sanitary Sewer Model in Autodesk Storm & Sanitary Analysis 2011.
- MCSD Water & Sanitary Sewer repair reports for the last five years, hardcopies.

- *MCSD Water Model Technical Report*, North Coast Mapping Solutions, July 2012.
- *Wastewater Facilities Plan, Administrative Draft*, SHN, Jan 2012
- *MCSD Water Distribution System-Preliminary Assessment-Rev. 3*, SHN, March 2015.
- *Sewer Capacity Analysis, MCSD Sewer Collection System, McKinleyville, California, Revision 1*, SHN, September 2013.
- *McKinleyville Capital Improvement Plan*, (a HSU Student Cap Stone Project), May 2015.
- *Water and Sewer Capacity Fee Study, McKinleyville Community Services District*, Willdan Financial Services, June 2016.
- MCSD Budget for the Fiscal Year Ending June 30, 2017.
- Inventory of mainline sizes, material, ages and quantities.
- Willdan rate study for water and sewer May 2015.
- Flow data including fire hydrant flow/pressure data and sewer collection flow/pump station metering data.

GHD will review this data to enhance our understanding of the District's system, and we will utilize the data to build on the Master Planning Tasks outlined below.

*Assumptions:*

It is assumed that:

- The District will provide electronic copies of the District's water and wastewater GIS layers in ArcGIS format.
- The District will provide an electronic copy of the wastewater collection system model in Autodesk Storm & Sanitary format.
- The District will provide an electronic copy of the water distribution system model in WaterCAD format.
- The District will provide copies of the other requested documents in electronic or hardcopy format, as is most convenient for the District.

*Deliverables:*

- Work performed under this task will be incorporated into the deliverables for the following tasks.

**Task 2 –Sanitary Sewer Rehabilitation Master Plan High Level Assessment**

Under this task, GHD will prepare a high level assessment for the Sanitary Sewer Rehabilitation Master Plan (Plan) for the District's use in initial planning for and implementing replacements, rehabilitation and upgrades to the sanitary sewer collection system mainlines. It is anticipated that this initial Phase 1 study will make up the first few chapters of the final Sanitary Sewer Master Plan. This task will be based on first considering the long term lifecycle of the main sewer collection system elements and then focusing on the short term (next 10-year) horizon.

**Task 2.1-Background Summary**

The Sanitary Sewer Master Plan will contain an Introduction and Background section that will outline the District's existing wastewater collection system components and summarize previous studies and findings related to capacity, maintenance and repair requirements, and other identified limitations of the existing collection system components.

### Task 2.2 – Preliminary Needs Assessment

As a part of this task, GHD will update the Sewer Model and findings from the 2012/2013 capacity study as needed to account for changes due to recent growth or future growth projects identified since the 2012/13 capacity study. Updates will be based on recent subdivision applications or updated County Planning or District studies. We will then identify and summarize areas of the collection system that are anticipated to have capacity related issues within the next +/-10 years based on output of the model. Any Inflow & Infiltration (I/I) areas of concern or excessive system maintenance or break repairs identified through consultation with District staff will also be summarized in this section based on review of previous studies and repair records collected by the District, as well as discussions with District staff. It is not anticipated that GHD will perform any additional flow monitoring or other field studies as part of this sub-task, although data gaps will be identified and brought to the District's attention and be further studied in the Phase 2/3 portion of the Master Planning effort.

GHD will also perform an analysis of the age of the existing collection system components and consider anticipated material life. An age profile of the collection system will be developed that will include a tabulation of the pipe age, pipe material, pipe diameter and length of each age classification as based off existing data in the GIS or District's CMMS database.

It is also known that one of the areas of the collection system that will need to be addressed within the next +/-10 years is the existing "Middle" Highway 101 under-crossing of the 10-inch diameter gravity sewer main crossing from Thiel Avenue near Kirkwood Street and feeding the Hiller Pump Station (designated as Line 5). GHD will prepare a preliminary design concept to resolve the anticipated flow constrictions at this location. The preliminary design concept(s) shall be sufficient to develop a construction costs estimate that conforms to a Class 3 AACE International Construction Cost Estimate. GHD will provide preliminary design concept drawings as well as the Class 3 Opinion of probable construction costs including budgetary final engineering design, permitting and construction monitoring costs.

### *Assumptions*

- It is anticipated that the Needs Assessment will be based on standard literature values for the life of asbestos cement or other material pipe and will not include any physical evaluation of the pipe, manholes, pump station components, soil conditions, soil pH, cathodic protection, video surveys, or other field testing. Additional, more detailed evaluations can also be completed as part of the Phase 3 Study and as agreed upon with the District.
- This scope includes a high level conceptual risk-based analysis. Obvious high risk components of the system shall be identified and an appropriate replacement schedule developed for them (such as the middle highway under-crossing). However, a comprehensive analysis of all system components and the detailed scheduling of system replacement will be performed as part of the Phase 2 portion of the project.
- It is assumed that the existing sewer model is fully functional and calibrated and no effort will be required to update pipe diameters, elevations, pump station data or other model parameters other than modifying the model to accommodate grow projections as discussed above.

### Task 2.3 – Sanitary Sewer Rehabilitation Master Plan

Following the completion of the Needs Assessment, GHD will prepare a near term (approximately 5 to 10 years) and longer term (50, 75 or 100 year) rehabilitation plan for the District's wastewater collection system. Near term, high priority recommended repairs will be summarized along with anticipated construction costs. It is anticipated that the Line 5 Highway 101 crossing would be budgeted into the near term. Other near term improvements identified during the Needs Assessment will also be highlighted. An overall replacement schedule and costs for these near term replacements/rehabilitations will be developed.

GHD will also prepare and present a longer term replacement schedule and cost for the replacement of the all of the sewer collection system mains. A high level construction costs estimate conforming to a Class 3 AACE International Construction Cost Estimate (+/- 20%) will be developed for the replacement of the sewer main, based on existing pipe sizes, average depth, and whether or not the main is in a paved area. The full system replacement schedule will then be reviewed and finalized into a 50, 75, or 100 year schedule depending on the overall cost and the impact to fees as discussed in Task 2.4 below.

### Task 2.4-Rate and Funding Recommendations

GHD has teamed up with Willdan Financial Services to perform the Financial Analysis to support the master planning project. GHD will coordinate closely with Willdan and provide them the budgetary cost and schedule data they need to perform their work, and incorporate their analysis into the final Plan.

Willdan's scope of work and cost are attached to this scope letter. Phase 1 Tasks 1 through 7 detailed in the attached letter would be split between this Task and Task 3.4 below. For ease of budgeting, Willdan's cost estimate was split equally between Tasks 2.4 and 3.4. GHD will not add any additional mark-up to their fee.

### Task 2.5-Initial Sewer System Rehabilitation Master Plan and Presentations

GHD will prepare the initial Sewer System Rehabilitation Master Plan summarizing the analysis and findings of the sub-tasks listed above and presenting findings and recommendations. It is anticipated that this will consist of the first few chapters of the overall Sewer Master Plan and the Phase 2 and 3 portions of the Planning Process will build on these chapters to complete the Master Plan.

GHD will prepare and submit 70% and 90% Draft Master Plans to District staff for review. GHD will incorporate District comments and submit a Final Draft Master Plan to the District for review by District staff, the MCSD Board and the public. GHD, in conjuncture with Willdan, will prepare presentation materials for submittal in the Board Packet and present the Final Draft Master Plan at a regularly scheduled MCSD Board Meeting. The GHD and Willdan team will also be prepared to answer Board and Public questions on the Master Plan. We will then prepare a Final Master Plan based on the feedback obtained during the presentation to the Board and public.

*Task 2 Deliverables:* GHD shall submit the following as part of Task 2:

- Two (2) hardcopies and one (1) electronic copy in pdf format of the 70% Draft Initial Sanitary Sewer Rehabilitation Master Plan including all appendices and other supporting documents to the District.



- Two (2) hardcopies and one (1) electronic copy in pdf format of the 90% Draft Initial Sanitary Sewer Rehabilitation Master Plan including all appendices and other supporting documents to the District.
- Ten (10) hardcopies (including one (1) camera ready hardcopy) and one (1) electronic copy in pdf format of the Draft Initial Sanitary Sewer Rehabilitation Master Plan including all appendices and other supporting documents to the District.
- Two (2) hardcopies and two (2) electronic copies (on separate CDs or thumb drives) in pdf format of the Initial Sanitary Sewer Rehabilitation Master Plan including all appendices and other supporting documents to the District.
- Two (2) electronic copies of the updated MCSD Sanitary Sewer Model in Autodesk Storm & Sanitary Analysis 2011 if any changes or updates are made to the existing model.

### **Task 3 – Water System Rehabilitation Master Plan High Level Assessment**

As a part of this Task, GHD will prepare a high level assessment for the Water System Rehabilitation Master Plan for the District's use in planning for and implementing upgrades to the water distribution system mainlines and appurtenances. This task will be based on first considering the long term lifecycle of the main water system elements and then focusing on the short term (10 year) horizon.

#### **Task 3.1-Background Summary**

GHD will prepare an Introduction and Background section that will outline the District's existing water distribution system components and summarize previous studies and findings related to capacity, maintenance and repair requirements, and other identified limitations of the existing system components.

#### **Task 3.2 – Needs Assessment**

GHD will update, as needed, the July 2012 Water Model Update capacity study findings and the WaterCAD Model to account for new growth or newly identified planned growth areas. The Needs Assessment will summarize areas of the distribution system that are anticipated to have capacity related issues within the next +/-10 years. Any identified areas of concern or excessive system maintenance or break repairs identified through consultation with District staff will also be highlighted in this section. It is assumed that GHD will not perform any additional flow or pressure assessments or other field studies as part of this sub-task.

This section will also contain an analysis of the age of the existing distribution system components and consider anticipated material life. An age profile of the distribution system will be developed and will include a tabulation of the pipe age, pipe material, pipe diameter and length of each age classification. This section will also discuss other risk based factors that may influence when specific sections of the distribution system or other components should be considered for replacement.

#### **Assumptions:**

- It is not anticipated that the water storage tanks or the main Grant A. Ramey Pump Station will be included in the Needs Assessment section of the Master Plan as the Ramey Pump Station was recently upgraded, and plans for a new storage tank are being developed separately from this Plan. The booster pump stations at the Cochran Tanks and on Blake Street will be included in the Plan. However, the scope does not include any field assessment of the various components of the booster pump stations.

- It is anticipated that the Needs Assessment will be based on standard literature values for the life of standard piping material and will not include any physical evaluation of the pipe, valves, blow-offs, air/vacuum relief valves, pump station components, soil conditions, soil pH, cathodic protection, acoustic or other surveys or other field testing. These tasks can be performed as part of the Phase 3 portion of this project and as agreed upon with the District.
- This scope includes a high level conceptual risk-based analysis. Obvious high risk components of the system that need replacement in the next +/- 10 years shall be identified. However, a comprehensive analysis of all system components and the detailed scheduling of system replacement will be performed as part of the Phase 2 portion of the project.
- It is assumed that the existing WaterCAD model is fully functional and calibrated and no effort will be required to update pipe diameters, elevations, pump station data or other model parameters other than grow projections as detailed above.

#### Task 3.3 – Water Mainline Rehabilitation Master Plan

Following the completion of the Needs Assessment, GHD will prepare a near term (approximately 5 to 10 years) and longer term (50, 75 or 100 year) rehabilitation Master Plan for the District's water distribution system as identified during the Needs Assessment. An overall replacement schedule and costs for these near term replacements/rehabilitations will be developed.

GHD will also prepare and present a longer term replacement schedule and cost for the replacement of all of the water distribution system mains. A high level construction costs estimate conforming to a Class 3 AACE International Construction Cost Estimate (+/- 20%) will be developed for the replacement of the water mains, based on existing pipe sizes, average depth, and whether or not the main is in a paved area. The full system replacement schedule will then be reviewed and finalized into a 50, 75, or 100 year schedule depending on the overall cost and the impact to fees as discussed in Task 3.4 below.

#### Task 3.4-Rate and Funding Recommendations

GHD has teamed up with Willdan Financial Services to perform the Financial Analysis to support the master planning. GHD will coordinate closely with Willdan and provide them the cost and schedule data they need to perform their work, and incorporate their analysis into the final Plan

Willdan's scope of work and cost are attached to this scope letter. Phase 1 Tasks 1 through 7 detailed in the attached letter would be split between this Tasks 2.4 and Task 3.4. For ease of budgeting, Willdan's cost estimate was split equally between Tasks 2.4 and 3.4. GHD will not add any additional mark-up to their fee.

#### Task 3.5-Initial Water System Rehabilitation Master Plan and Presentations

GHD will prepare a Water System Rehabilitation Master Plan summarizing the analysis and findings of the sub-tasks listed above and presenting findings and recommendations. We will prepare and submit 70% and 90% Draft Plans to District staff for review. District staff's comments will be incorporated into the 90% and Final Draft Plan. GHD will then present a Final Draft Plan to the District for review by District staff, the MCSD Board and the public. GHD, in conjuncture with Willdan, shall present the Final Draft Plan at a regularly scheduled MCSD Board Meeting and be prepared to answer Board and Public questions on the Plan. GHD will then prepare a Final Plan based on the feedback obtained during the presentation to the Board and public.

*Task 3 Deliverables:* The Consultant shall submit the following as part of this task:

- Two (2) hardcopies and one (1) electronic copy in pdf format of the 70% Draft Water System Rehabilitation Master Plan including all appendices and other supporting documents to the District.
- Two (2) hardcopies and one (1) electronic copy in pdf format of the 90% Draft Water System Rehabilitation Master Plan including all appendices and other supporting documents to the District.
- Ten (10) hardcopies (including one (1) camera ready hardcopy) and one (1) electronic copy in pdf format of the Final Draft Water System Rehabilitation Master Plan including all appendices and other supporting documents to the District.
- Two (2) hardcopies and two (2) electronic copies (on separate CD's or thumb drives) in pdf format of the Initial Water System Rehabilitation Master Plan including all appendices and other supporting documents to the District.
- Two (2) electronic copies of the updated MCSD Water System Model in WaterCAD if any updates are made to the existing model.

#### **Schedule**

GHD proposes to complete this work as outlined below:

- Task 1: Data Collection & Background Data - Within 3 weeks of a signed contract
- Task 2: Sanitary Sewer Master Plan - Within 3 months of completion of Task 1
- Task 3: Water Master Plan - Within 4 months of completion of Task 1

#### **Professional Service Fee**

GHD will provide the above described scope of services on a Time and Material Basis at our Standard Labor Rates in place at this time. Willdan and GHD agree that we will apply our current rates throughout Phase 1, 2, & 3 of this work. Our cost estimation sheet with applicable rates and estimated hours is attached.

GHD Cost for Tasks 1, 2 & 3	\$ 86,312
<u>Willdan Financial Cost for Tasks 1, 2 &amp; 3</u>	<u>\$ 39,290</u>
<b>TOTAL COST</b>	<b>\$125,602</b>

# **DIRECT LABOR COST ESTIMATING SHEET**

PROJECT NAME:

**MCSD Water & Wastewater Master Plan**

PROJECT MANAGER: Patrick Kaspari

Prepared by:

Patrick Kaspari

REVIEWED BY: Steve McHaney

Date:

1-Jan-17

TASK/UNIT		LABOR COSTS										LABOR SUB-TOTAL
		McHaney	Kaspari	Crow	Stevens			GIS	Clerical	Consum	Sub	
<b>Phase 1 Master Planning</b>		\$240	\$185	\$175	\$115	\$180	\$115	\$115	\$80	\$6	0%	
1) Data Collection & Background Research	(hr)	2	4	4	16			4	2	30		
	(\$)	\$480	\$740	\$700	\$1,840	\$0	\$0	\$460	\$160	\$180		\$4,560
2.1) WW Master Plan-Background Summary of previous studies and work done todate	(hr)	2	4		40			4		48		
	(\$)	\$480	\$740	\$0	\$4,600	\$0	\$0	\$460	\$0	\$288		\$6,568
2.2) WW Master Plan-Needs Assessment for capacity, age, condition of SS pipe	(hr)	2	8		80					88		
	(\$)	\$480	\$1,480	\$0	\$9,200	\$0	\$0	\$0	\$0	\$528		\$11,688
2.3) WW Master Plan-Master Planning for complete system replacement	(hr)	4	24		80			24	4	132		
	(\$)	\$960	\$4,440	\$0	\$9,200	\$0	\$0	\$2,760	\$320	\$792		\$18,472
2.4) WW Master Plan-Rate Analysis	(hr)		8							8	Willdan	
	(\$)	\$0	\$1,480	\$0	\$0	\$0	\$0	\$0	\$0	\$48	\$19,645	\$21,173
2.5) WW Master Plan-Final Plan & Presentations	(hr)	4	8		16			8		32		
	(\$)	\$960	\$1,480	\$0	\$1,840	\$0	\$0	\$920	\$0	\$192		\$5,392
3.1) Water Master Plan-Background Summary of previous studies and work done todate	(hr)	2	4		40			4		48		
	(\$)	\$480	\$740	\$0	\$4,600	\$0	\$0	\$460	\$0	\$288		\$6,568
3.2) Water Master Plan-Needs Assessment for capacity, age, condition of water pipe	(hr)	4	8		40					48		
	(\$)	\$960	\$1,480	\$0	\$4,600	\$0	\$0	\$0	\$0	\$288		\$7,328
3.3) Water Master Plan-Master Planning for complete water main replacement	(hr)	4	16		80			24	4	124		
	(\$)	\$960	\$2,960	\$0	\$9,200	\$0	\$0	\$2,760	\$320	\$744		\$16,944
3.4) Water Master Plan-Rate Analysis	(hr)		8							8	Willdan	
	(\$)	\$0	\$1,480	\$0	\$0	\$0	\$0	\$0	\$0	\$48	\$19,645	\$21,173
3.5) Water Master Plan-Final Plan & Presentations	(hr)	4	8		16			8	4	36		
	(\$)	\$960	\$1,480	\$0	\$1,840	\$0	\$0	\$920	\$320	\$216		\$5,736
<b>PHASE 1 SUB TOTAL</b>												<b>\$125,602</b>
<b>Phase 2 &amp; 3 Budgeting</b>												
Phase 2-Detailed Planning for Replacement of Sections of the Water & Sewer Mains	(hr)	24	100		203			40	12	355	Willdan	
	(\$)	\$5,760	\$18,500	\$0	\$23,345	\$0	\$0	\$4,600	\$960	\$2,130	\$39,800	\$95,095
Phase 3-Direct Assessment of portions of Water and Sewer Mains	(hr)	24	100		242			40	12	394		
	(\$)	\$5,760	\$18,500	\$0	\$27,830	\$0	\$0	\$4,600	\$960	\$2,364	\$0	\$60,014
<b>TOTAL Budget Phases 1, 2 &amp; 3</b>		76	300	4	853	0	0	156	38	1351		
		\$18,240	\$55,500	\$700	\$98,095	\$0	\$0	\$17,940	\$3,040	\$8,106	\$79,090	<b>\$280,711</b>

January 19, 2017

Mr. Greg Orsini  
General Manager  
McKinleyville Community Services District  
1656 Sutter Road  
McKinleyville, California 95519

**Re: *Proposal for Financial Services in Support of Water and Sewer Master Plans***

Dear Mr. Orsini:

McKinleyville Community Services District ("District") has selected Willdan Financial Services ("Willdan") and GHD, Inc. (Prime Consultant") to complete Water and Sewer Master Plans for the District. Willdan will provide financial services in support of the water and sewer master plans. As part of the requested Scope of Services for this engagement, the District has decided to segregate the project into three primary phases.

- Phase 1 - The first phase will include an evaluation of replacing the District's underground water and sewer infrastructure over the next 50, 75, and 100 years. As part of this phase, Willdan will explore the impact to water and sewer rates considering these replacement time frames. This evaluation will also include the cost of infrastructure needs from known system capacity and condition deficiencies.
- Phase 2 - The second phase of the Master Plan is scheduled for fiscal year 2018. As part of the second phase, the Prime Consultant will evaluate the water and sewer systems in more detail and begin developing specific areas, projects, and costs for rehabilitation. A comprehensive Capital Improvement Program (CIP) to address the District's renewal and replacement needs is anticipated as part of this phase. Willdan will complete an evaluation to explore how the long-term capital needs, as identified in the CIP, will impact water and sewer rates.
- Phase 3 - The third phase of the Master Plan will include evaluation of specific areas of assets, including asset sampling to evaluate condition. There are no financial activities anticipated in the third phase of the project.

### **Scope of Services – Phase 1 (Replace Underground Infrastructure)**

The Scope of Services described on the following pages is based on Willdan's understanding of the goals and objectives of the Phase 1 Master Plan financial analysis. If necessary, we will work with the District and Prime Consultant to revise our proposed Scope of Service as needed during the course of the study.

#### **Task 1 – Data Review**

Based on our experience, it is most effective to obtain and review documentary information prior to the first meeting; as such we will prepare a data request upon initiation of the engagement. Willdan's consultants are experienced professionals who can quickly interpret and evaluate utility documents, operating reports, financial reports, billing data, and statistics. Typically, questions can be resolved via telephone or e-mail. This approach respects your staff's time and ensures that our Team is completely prepared for a productive first meeting.

Activities:

- Prepare and transmit data and information request;
- Follow-up via telephone and/or e-mail to resolve questions; and
- Document the nature, form and quality of the data and information received.

Deliverables:

- Summary data request documenting the data and information received, with comments regarding quality, and a list of outstanding issues and questions.

## Task 2 – Data Validation with District

After receiving and reviewing information from the initial data request, as well as any needed follow-up requests, Willdan will complete a Data Validation and Review meeting with the District. Such a meeting is necessary to ensure the data we have received is complete and that our understanding of the information is accurate. It is anticipated that data validation with the District will be completed via a series of conference calls.

### Activities:

- Complete initial review of provided data;
- Complete meetings (via conference call) with the District to review and discuss outstanding questions and concerns and to ensure our understanding of the data is correct; and
- Document the details of the information received from and discussed with the District.

### Deliverables:

- The results of this task will be documented in a section of the Technical Memorandum delivered as part of this engagement.

## Task 3 – Capital Program Review

Tasks associated with Phase 1 of the Master Plan will result in the development underground asset investment schedules based on the replacement of the District's underground assets over the next 50, 75, and 100 years. Funding the replacement of these assets is the main outcome of the financial analysis for this phase. As such, it is necessary for Willdan consultants to have a full understanding of the replacement schedules, including the nature, timing, priority, and costs of the identified projects. This information will be used by our consultants to assign "allowable" funding sources as part of the financial review.

### Activities:

- Complete a review of the water and sewer investment schedules developed in the Master Plan;
- Complete meetings (via conference call) with the Prime Consultant to ensure a full understanding of each project including the nature of the service each project will provide, timing, priority, and costs; and
- Document the details of the information received from this review.

### Deliverables:

- The results of this task will be documented in a section of the Technical Memorandum delivered as part of this engagement.

## Task 4 – Financial Model Calibrations

Willdan will prepare financial forecasts for the water and sewer enterprises with the objective of funding the proposed investment schedules while minimizing the impact to revenue needs (i.e. customer rates). The financial projections will be based on various scenarios that will incorporate the investment needs developed as part of the Master Plan, O&M considerations, funding options, and other financial considerations that may be deemed appropriate. This task will result in long-term financial plans for each the water and sewer enterprise funds. The financial plans will consider and include the following:

- Capital program funding plan, including the use of connection fees and the need for debt funding;
- Recommendations for future debt, if needed;
- Forecast of anticipated revenue needs and annual adjustments;
- Revenue sufficiency analysis;
- Customer growth projections;



- Operating, maintenance, repair, and replacement expense projections;
- Other revenue requirements. Non-operating and miscellaneous revenue requirements will be identified and projected over the forecast period. A major component of these non-operating revenue requirements is principal and interest payments associated with outstanding and anticipated debt;
- Pertinent fiscal policies, such as reserve requirements and debt funding constraints and limitations; and
- Bond/Loan compliance analysis (i.e. coverage requirements).

Activities:

- Complete revenue sufficiency analysis;
- Assist the District/Prime Consultant in the allocation of capital projects between growth and non-growth categories (in order to appropriately utilize connection charge proceeds);
- Incorporate capital funding scenarios to explore revenue impacts of the proposed capital program;
- Evaluate the impact of various funding alternatives such as debt versus cash funding; and
- Prepare a forecast of future revenue needs in order to understand the potential impact to customers.

Deliverables:

- Information used to calibrate our financial model will be documented in a section of the Technical Memorandum delivered as part of this engagement.

## Task 5 – Prepare Base Analysis

Once Willdan consultants have calibrated our financial planning tools, we will develop baseline forecasts for each the water and sewer enterprise funds. Willdan will facilitate a decision support workshop with the District and Prime Consultant in order to review the financial impact of replacing the District's underground water and sewer infrastructure. During this workshop, we will review the baseline modeling results and test various "what-if" scenarios in order to explore options and arrive at optimal financial plans for the water and sewer enterprises.

Activities:

- Develop baseline analysis/scenarios for each the water and sewer enterprise funds; and
- Conduct a decision support workshop (web based) with the District and Prime Consultant.

Deliverables:

- The results of this task will be documented in a section of the Technical Memorandum delivered as part of this engagement.

## Tasks 6 – Scenario Development

Willdan will facilitate a decision support workshop with the District and Prime Consultant in order to review the financial impact of various replacement schedules (50, 75, and 100 years). It is anticipated that a series of scenarios will be needed in order to develop optimal financial plans and best fit capital programs. During each scenario we will review and test various "what-if" scenarios in order to explore options and arrive at optimal financial plans for the water and sewer enterprises.

Activities:

- Update the financial analysis/model with updated assumptions and/or capital program; and
- Conduct a decision support workshop (web based).

Deliverables:

- The results of this task will be documented in a section of the Technical Memorandum delivered as part of this engagement.



## Task 7 – Technical Memorandum

Willdan will document the results of Phase 1 of the study in a Technical Memorandum consistent with the tasks identified throughout this work plan. The documentation will include our methodology, background assumptions, findings, recommendations and conclusions. We will provide the District a digital copy of the preliminary draft memorandum for review and comment, and based on the comments received, a printed and digital copy of the final memorandum will be prepared.

### Activities:

- Prepare draft and final technical memorandums.

### Deliverables:

- Ten (10) copies and one reproducible copy of the final technical memorandum.

No presentations or on-site meetings are anticipated to be needed for Phase 1 of this engagement.





## Scope of Services – Phase 2 (Comprehensive Capital Improvement Program)

The Scope of Services described on the following pages is based on Willdan's understanding of the goals and objectives of the Phase 2 Master Plan financial analysis. It is anticipated that Phase 2 of the Master Plan will result in the development of a Comprehensive Capital Improvement Program that Willdan will use to develop our financial analysis. If necessary, we will work with the District and Prime Consultant to revise our proposed Scope of Service as needed during the course of the study.

### Task 1 – Data Review

Following data received for Phase 1 of this engagement, Willdan will request information anticipated to have changed or been updated as a result of a new fiscal year. Any questions resulting from the new data can be resolved via telephone or e-mail. This approach respects your staff's time and ensures that our Team is completely prepared for a productive first meeting.

#### Activities:

- Prepare and transmit data and information request;
- Follow-up via telephone and/or e-mail to resolve questions; and
- Document the nature, form and quality of the data and information received.

#### Deliverables:

- Summary data request documenting the data and information received, with comments regarding quality, and a list of outstanding issues and questions.

### Task 2 – Data Validation with District

After receiving and reviewing information from the initial data request, as well as any needed follow-up requests, Willdan will complete a Data Validation and Review meeting with the District. While a review meeting will have been completed for Phase 1, it is necessary to ensure the new data is complete and that our understanding of the information is accurate. It is anticipated that data validation with the District will be completed via a series of conference calls.

#### Activities:

- Complete initial review of provided data;
- Complete meetings (via conference call) with the District to review and discuss outstanding questions and concerns and to ensure our understanding of the data is correct; and
- Document the details of the information received from and discussed with the District.

#### Deliverables:

- The results of this task will be documented in a section of the Technical Memorandum delivered as part of this engagement.

### Task 3 – Capital Program Review

Tasks associated with the Master Plan will result in the development of new water and sewer Capital Improvement Programs for the District. The funding of the Capital Improvement Program is the main outcome of the financial analysis. As such, it is necessary for Willdan consultants to have a full understanding of the capital projects, including the nature, timing, priority, and costs of the identified projects. This information will be used by our consultants to assign "allowable" funding sources as part of the financial review.

#### Activities:

- Complete a review of the water and sewer capital projects developed in the Master Plan;
- Complete meetings (via conference call) with the Prime Consultant to ensure a full understanding of each project including the nature of the service each project will provide, timing, priority, and costs; and



- Document the details of the information received from this review.

Deliverables:

- The results of this task will be documented in a section of the Technical Memorandum delivered as part of this engagement.

#### Task 4 – Financial Model Calibrations

Willdan will prepare financial forecasts for the water and sewer enterprises with the objective of funding the proposed Capital Improvement Program while minimizing the impact to revenue needs (i.e. customer rates). The financial projections will be based on various scenarios that will incorporate the Capital Improvement Program developed as part of the Master Plan, O&M considerations, funding options, and other financial considerations that may be deemed appropriate. This task will result in long-term financial plans for each the water and sewer enterprise funds. The financial plans will consider and include the following:

- Capital program funding plan, including the use of connection fees and the need for debt funding;
- Recommendations for future debt, if needed;
- Forecast of anticipated revenue needs and annual adjustments;
- Revenue sufficiency analysis;
- Customer growth projections;
- Operating, maintenance, repair, and replacement expense projections;
- Other revenue requirements. Non-operating and miscellaneous revenue requirements will be identified and projected over the forecast period. A major component of these non-operating revenue requirements is principal and interest payments associated with outstanding and anticipated debt;
- Pertinent fiscal policies, such as reserve requirements and debt funding constraints and limitations; and
- Bond/Loan compliance analysis (i.e. coverage requirements).

Activities:

- Complete revenue sufficiency analysis;
- Assist the District/Prime Consultant in the allocation of capital projects between growth and non-growth categories (in order to appropriately utilize connection charge proceeds);
- Incorporate capital funding scenarios to explore revenue impacts of the proposed capital program;
- Evaluate the impact of various funding alternatives such as debt versus cash funding; and
- Prepare a forecast of future revenue needs in order to understand the potential impact to customers.

Deliverables:

- Information used to calibrate our financial model will be documented in a section of the Technical Memorandum delivered as part of this engagement.

#### Task 5 – Prepare Base Analysis

Once Willdan consultants have calibrated our financial planning tools, we will develop baseline forecasts for each the water and sewer enterprise funds. Willdan will facilitate a decision support workshop with the District and Prime Consultant in order to review the financial impact of various capital program options. During this workshop, we will review the baseline modeling results and test various “what-if” scenarios in order to explore options and arrive at optimal financial plans for the water and sewer enterprises.

Activities:

- Develop baseline analysis/scenarios for each the water and sewer enterprise funds; and
- Conduct a decision support workshop (web based) with the District and Prime Consultant.

Deliverables:



- The results of this task will be documented in a section of the Technical Memorandum delivered as part of this engagement.

## Tasks 6 – Scenario Development

Willdan will facilitate a decision support workshop with the District and Prime Consultant in order to review the financial impact of various capital program options. It is anticipated that a series of scenarios will be needed in order to develop optimal financial plans and best fit capital programs. During each scenario we will review and test various “what-if” scenarios in order to explore options and arrive at optimal financial plans for the water and sewer enterprises.

### Activities:

- Update the financial analysis/model with updated assumptions and/or capital program; and
- Conduct a decision support workshop (web based).

### Deliverables:

- The results of this task will be documented in a section of the Technical Memorandum delivered as part of this engagement.

## Task 7 – Technical Memorandum

Willdan will document the results of the study (both Phase 1 and Phase 2) in a Technical Memorandum consistent with the tasks identified throughout this work plan. The documentation will include our methodology, background assumptions, findings, recommendations and conclusions. We will provide the District a digital copy of the preliminary draft memorandum for review and comment, and based on the comments received, a printed and digital copy of the final memorandum will be prepared.

### Activities:

- Prepare draft and final technical memorandums.

### Deliverables:

- Ten (10) copies and one reproducible copy of the final technical memorandum.

## Task 9 – Presentation Materials

In addition to the Technical Memorandum documenting the results of our analysis, we anticipate the need for presentation materials in order to effectively communicate the results of this study with stakeholders. As part of this task our consultants will work with the Prime Consultant to develop presentation material used to effectively convey the results of this engagement.

### Activities:

- Prepare presentation materials including a PowerPoint presentation summarizing this study.

### Deliverables:

- Presentation materials in the form of a PowerPoint presentation.

## Task 10 – On-Site Meeting

Willdan believes in proactive stakeholder outreach, feedback and understanding during the entire process, not only at the time the results are proposed. Throughout the course of the study, in addition to the project kick-off, Willdan will conduct discussions with key staff to walk-through the model, discuss the preliminary findings, and to discuss the draft results and study findings. However, in addition to these activities, we anticipate attending one (1) face-to-face meeting with the District in order to communicate the results of this study.

### Activities:

- Participate in one (1) on-site meeting/presentation during the project analysis period. It is anticipated that this meeting will be associated with communicating the final results of this study with District stakeholders.



## Fees for Services

Based upon our proposed Scope of Services, we propose **not to exceed time and materials fees** for each phase of the study, as presented below and summarized on the attached pricing table.

- **Phase 1 – \$39,290**
- **Phase 2 – \$30,100 to \$39,800**
- **Phase 3 – there are no financial activities anticipated for this Phase**

Please note the following:

- We will invoice the District monthly based on percentage of work completed by task. Invoices will include a description of services as well as a summary of costs to date by task.
- One (1) on-site meeting is included within Phase 2 of this Scope of Services. Additional meetings can be conducted for an additional fee based on our hourly billing rates and travel related expenses.
- If incurred, travel expenses associated with additional meetings will be billed at cost with no mark-up.

## Additional Services

Additional services may be authorized by the District, and will be billed at our then-current hourly overhead consulting rates. Our current hourly rates are:

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Analyst Assistant	\$75

We look forward to continuing to serve the McKinleyville Community Service District. If you have any questions, please feel free to contact me directly at (407) 927-3536 or via email to [rryall@willdan.com](mailto:rryall@willdan.com).

Sincerely,

**WILLDAN FINANCIAL SERVICES**



Robert Ryall  
Principal Consultant  
Financial Consulting Services



McKinleyville Community Services District  
Financial Services in Support of Water & Sewer Master Plan  
Phase 1 Analysis - Replace Underground Infrastructure

	WATER			SEWER			Total Cost
	Project Manager	Analytical Support	QA/Tech Advisor	Project Manager	Analytical Support	QA/Tech Advisor	
	\$ 200.00	\$ 120.00	\$ 210.00	\$ 200.00	\$ 120.00	\$ 210.00	
Task 1: Data Review	3.0	0.0	0.0	3.0	0.0	0.0	\$ 1,200.00
Task 2: Data Validation with District	3.0	1.5	0.0	3.0	1.5	0.0	1,560.00
Task 3: Capital Program Review	3.0	1.5	0.0	3.0	1.5	0.0	1,560.00
Task 4: Financial Model Calibrations	30.0	6.0	0.0	30.0	6.0	0.0	13,440.00
Task 5: Prepare Base Analyses	20.0	4.0	0.5	20.0	4.0	0.5	9,170.00
Task 6: Alternative Scenarios	16.0	6.0	1.0	16.0	6.0	1.0	8,260.00
Task 7: Technical Memorandum	8.0	2.0	1.0	8.0	2.0	1.0	4,100.00
Total Hours	83.0	21.0	2.5	83.0	21.0	2.5	\$ 39,290.00
Travel Costs	\$ 0.00			\$ 0.00			\$ 0.00
Total Fee	\$ 16,600.00	\$ 2,520.00	\$ 525.00	\$ 16,600.00	\$ 2,520.00	\$ 525.00	\$ 39,290.00

McKinleyville Community Services District  
Financial Services in Support of Water & Sewer Master Plan  
Phase 2 Analysis - Comprehensive Capital Improvement Program

	WATER			SEWER			Total Cost
	Project Manager	Analytical Support	QA/Tech Advisor	Project Manager	Analytical Support	QA/Tech Advisor	
	\$ 200.00	\$ 120.00	\$ 210.00	\$ 200.00	\$ 120.00	\$ 210.00	
Task 1: Data Review	1.5	0.0	0.0	1.5	0.0	0.0	\$ 600.00
Task 2: Data Validation with District	1.5	0.8	0.0	1.5	0.8	0.0	780.00
Task 3: Capital Program Review	1.5	0.8	0.0	1.5	0.8	0.0	780.00
Task 4: Financial Model Calibrations	15.0	3.0	0.0	15.0	3.0	0.0	6,720.00
Task 5: Prepare Base Analyses	10.0	2.0	0.5	10.0	2.0	0.5	4,690.00
Task 6: Alternative Scenarios	16.0	6.0	1.0	16.0	6.0	1.0	8,260.00
Task 7: Technical Memorandum	8.0	2.0	1.0	8.0	2.0	1.0	4,100.00
Task 8: Presentation Materials	4.0	1.0	0.0	4.0	1.0	0.0	1,840.00
Task 9: On-Site Meeting (1)	12.0	0.0	0.0	12.0	0.0	0.0	4,800.00
Total Hours	69.5	15.5	2.5	69.5	15.5	2.5	\$ 32,570.00
Travel Costs	\$ 1,000.00			\$ 1,000.00			\$ 2,000.00
Total Fee	\$ 14,900.00	\$ 1,860.00	\$ 525.00	\$ 14,900.00	\$ 1,860.00	\$ 525.00	\$ 34,570.00
+ 15%; High Estimate							\$ 39,800.00
- 15%; Low Estimate							\$ 30,100.00

# **DIRECT LABOR COST ESTIMATING SHEET**

PROJECT NAME:

MCSO Water &amp; Wastewater Master Plan

PROJECT MANAGER: Patrick Kaspari

Prepared by:

Patrick Kaspari

REVIEWED BY: Steve McHaney

Date:

1-Jan-17

TASK/UNIT		LABOR COSTS										LABOR SUB-TOTAL
		McHaney	Kaspari	Crow	Stevens			GIS	Clerical	Consum	Sub	
Phase 1 Master Planning		\$240	\$185	\$175	\$115	\$180	\$115	\$115	\$80	\$6	0%	
1) Data Collection & Background Research	(hr)	2	4	4	16			4		2	30	
	(\$)	\$480	\$740	\$700	\$1,840	\$0		\$460	\$160	\$180	\$4,560	
2.1) WW Master Plan-Background Summary of previous studies and work done to date	(hr)	2	4		40			4		48		
2.2) WW Master Plan-Needs Assessment for capacity, age, condition of SS pipe	(\$)	\$480	\$740	\$0	\$4,600	\$0		\$460	\$0	\$288	\$6,568	
2.3) WW Master Plan-Master Planning for complete system replacement	(\$)	2	8		80					88	\$11,668	
	(hr)	4	24		80			24	4	132		
	(\$)	\$960	\$4,440	\$0	\$9,200	\$0		\$2,760	\$320	\$792	\$18,472	
2.4) WW Master Plan-Rate Analysis	(hr)		8							8		
	(\$)	\$0	\$1,480	\$0	\$0	\$0		\$0	\$0	\$48	\$21,173	
2.5) WW Master Plan-Final Plan & Presentations	(hr)	4	8		16			8		32		
	(\$)	\$960	\$1,480	\$0	\$1,840	\$0		\$920	\$0	\$192	\$5,392	
3.1) Water Master Plan-Background Summary of previous studies and work done to date	(hr)	2	4		40			4		48		
	(\$)	\$480	\$740	\$0	\$4,600	\$0		\$460	\$0	\$288	\$6,568	
3.2) Water Master Plan-Needs Assessment for capacity, age, condition of water pipe	(hr)	4	8		40			\$0	\$0	\$288	\$7,328	
	(\$)	\$960	\$1,480	\$0	\$4,600	\$0		\$0	\$0	\$288		
3.3) Water Master Plan-Master Planning for complete water main replacement	(hr)	4	16		80			24	4	124		
	(\$)	\$960	\$2,960	\$0	\$9,200	\$0		\$2,760	\$320	\$744	\$16,944	
3.4) Water Master Plan-Rate Analysis	(hr)		8							8		
	(\$)	\$0	\$1,480	\$0	\$0	\$0		\$0	\$0	\$48	\$21,173	
3.5) Water Master Plan-Final Plan & Presentations	(hr)	4	8		16			8	4	36		
	(\$)	\$960	\$1,480	\$0	\$1,840	\$0		\$920	\$320	\$216	\$5,736	
PHASE 1 SUB TOTAL											\$125,602	
Phase 2 & 3 Budgeting												
Phase 2-Detailed Planning for Replacement of Sections of the Water & Sewer Mains	(hr)	24	100		203			40	12	355	William	
	(\$)	\$5,760	\$18,500	\$0	\$23,345	\$0		\$4,600	\$960	\$2,130	\$39,800	
Phase 3-Direct Assessment of portions of Water and Sewer Mains	(hr)	24	100		242			40	12	394		
	(\$)	\$5,760	\$18,500	\$0	\$27,830	\$0		\$4,600	\$960	\$2,364	\$0	
		76	300	4	853	0		156	38	1351		
		\$18,240	\$55,500	\$700	\$98,095	\$0		\$17,940	\$3,040	\$8,106	\$79,090	
TOTAL Budget Phases 1, 2 & 3											\$280,711	

# McKinleyville Community Services District

## BOARD OF DIRECTORS

March 1, 2017

TYPE OF ITEM: **INFORMATIONAL**

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**ITEM: E.7**                      **Review Information Provided Related to CalPERS  
Discount Rate Change in Effect Fiscal Year 2018/19**

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

**TYPE OF ACTION:**          **None**

### **Recommendation:**

Staff recommends that the Board review and discuss the information provided, air questions and take public comment.

### **Discussion:**

On December 21, 2016, CalPERS Board of Administration voted and ultimately approved to lower the discount rate (rate of return) from 7.5 percent to 7.0 percent, to be phased in over three years. The Board also approved separate timelines for implementation for state, school and public agencies. The decrease will begin Fiscal Year (FY) 2017-2018 for the state and FY 2018-2019 for state schools and public agencies. The incremental lowering of the discount rate will allow employers more time to prepare for the changes in contribution costs.

The discount rate or rate of return is the percentage of expected returns on investments made by CalPERS. In general, the higher expected return, the lower employer contributions are likely to be. The discount rate changes and schedule as approved by the CalPERS Board are as follows for public agencies:

FY 2018-2019:    7.375%

FY 2019-2020:    7.25%

FY 2019-2020:    7.00%

Employers of miscellaneous retirement plans can expect to see average rate increases of about 1 percent to 3 percent of normal cost as a percent of payroll. In addition, a 30 to 40 percent increase in current unfunded accrued liability payments is also projected. These payments are made to amortize unfunded liabilities over 20 years to bring the Fund to a fully funded status over the long-term.

### **Alternatives:**

None, Information Only



**Fiscal Analysis:**

The numbers presented are estimates only. They do not include the employees' share, or PEPRA employees. A short version of the table included in CalPERS Circular letter is below.

Valuation Date	Fiscal Year Impact	Normal Cost Misc. Plans	UAL Pmts Misc. Plans
6/30/2016	2018-19	0.25% - 0.75%	2% - 3%
6/30/2017	2019-20	0.5% - 1.5%	4% - 6%
6/30/2018	2020-21	1.0% - 3.0%	10% - 15%
6/30/2019	2021-22	1.0% - 3.0%	15% - 20%
6/30/2020	2022-23	1.0% - 3.0%	20% - 25%
6/30/2021	2023-24	1.0% - 3.0%	25% - 30%
6/30/2022	2024-25	1.0% - 3.0%	30% - 40%

The next table shows estimated impact on MCSD's employer contribution – the percentage we pay with each payroll.

**Normal Cost - Payroll Contributions**

Fiscal Year	Curr. Est %s	rate chg %	Curr.Est. \$s	rate chg \$	Est. Increase
2015-16	8.003%	actual	88,776.54		
2016-17	8.337%	actual	93,726.22		
2017-18	8.685%	estimated	99,590.16		
2018-19	9.047%	0.75%	103,746.06	104,524.16	778.10
2019-20	9.425%	1.50%	108,075.39	109,696.52	1,621.13
2020-21	9.818%	3.00%	112,585.37	115,962.93	3,377.56
2021-22	10.228%	3.00%	117,283.56	120,802.07	3,518.51
2022-23	10.655%	3.00%	122,177.80	125,843.14	3,665.33
2023-24	11.099%	3.00%	127,276.28	131,094.57	3,818.29
2024-25	11.562%	3.00%	132,587.52	136,565.15	3,977.63

Total 20,756.54

This table shows the estimated impact on the additional annual UAL payment that MCSD makes to CalPERS each July.

UAL Pmts - Additional Annual payments to CalPERS				
Fiscal Year	Curr.Est. \$s	Max % Chg	w/rate chg \$	Est.Increase
2015-16	46,537.00	actual UAL pmt		
2016-17	56,693.00	actual UAL pmt		
2017-18	69,065.00	estimated		
2018-19	84,137.00	3.00%	86,661.11	2,524.11
2019-20	102,498.00	6.00%	108,647.88	6,149.88
2020-21	124,866.00	15.00%	143,595.90	18,729.90
2021-22	152,116.00	20.00%	182,539.20	30,423.20
2022-23	185,312.00	25.00%	231,640.00	46,328.00
2023-24	225,753.00	30.00%	293,478.90	67,725.90
2024-25	275,019.00	40.00%	385,026.60	110,007.60
Total				281,888.59

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

- Attachment 1 – CalPERS Discount Rate Change Letter



# Actuarial Circular Letter

California Public Employees' Retirement System  
P.O. Box 942715  
Sacramento, CA 94229-2715  
(888) CalPERS (or 888-225-7377)  
TTY: (877) 249-7442  
[www.calpers.ca.gov](http://www.calpers.ca.gov)

January 19, 2017

Circular Letter: 200-004-17  
Distribution: VI

**To: All Public Agency Employers**

**Subject: Discount Rate Change**

The purpose of this Circular Letter is to inform you of recent changes to the CalPERS discount rate assumption and the impact these changes are expected to have on required employer and PEPRAs member contributions. This Circular Letter will assist you in calculating projected pension cost increases in future years. The June 30, 2016, annual valuations will provide updated projections of expected future year pension contributions. These reports will be available this summer.

At the December 21, 2016, meeting, the CalPERS Board of Administration approved lowering the CalPERS discount rate assumption, the long-term rate of return, from 7.50 percent to 7.00 percent over the next three years. This will increase public agency employer contribution costs beginning in Fiscal Year 2018-19.

The phase-in of the discount rate change approved by the Board for the next three Fiscal Years is as follows:

Valuation Date	Fiscal Year for Required Contribution	Discount Rate
June 30, 2016	2018-19	7.375%
June 30, 2017	2019-20	7.25%
June 30, 2018	2020-21	7.00%

Lowering the discount rate means plans will see increases in both the normal costs (the cost of pension benefits accruing in one year for active members) and the accrued liabilities. These increases will result in higher required employer contributions.

In addition, active members hired after January 1, 2013, under the Public Employees' Pension Reform Act (PEPRA) may also see their contribution rates rise.

The benefits of reducing the discount rate include:

- Strengthening long-term sustainability of the fund
- Reducing negative cash flows; additional contributions will help to offset the cost to pay pensions
- Reducing the long-term probability of funded ratios falling below undesirable levels
- Improving the likelihood of CalPERS investments earning our assumed rate of return
- Reducing the risk of contribution increases in the future from volatile investment markets

### **Results**

Employer contribution increases as a result of the discount rate changes are estimated below by Normal Cost and required Unfunded Accrued Liability (UAL) payment. The Total Employer Contribution is the sum of the Normal Cost Rate applied to reported payroll plus the Unfunded Accrued Liability payment. The Normal Cost portion of the Employer Contribution is expected to increase by the listed percentages of payroll. Increases to the UAL payments are provided as relative increases to be applied to the projected UAL payments in the June 30, 2015, valuation report.

		Normal Cost		UAL Payments	
Valuation Date	Fiscal Year Impact	Misc. Plans	Safety Plans	Misc. Plans	Safety Plans
6/30/2016	2018-19	0.25% - 0.75%	0.5% - 1.25%	2% - 3%	2% - 3%
6/30/2017	2019-20	0.5% - 1.5%	1.0% - 2.5%	4% - 6%	4% - 6%
6/30/2018	2020-21	1.0% - 3.0%	2.0% - 5.0%	10% - 15%	10% - 15%
6/30/2019	2021-22	1.0% - 3.0%	2.0% - 5.0%	15% - 20%	15% - 20%
6/30/2020	2022-23	1.0% - 3.0%	2.0% - 5.0%	20% - 25%	20% - 25%
6/30/2021	2023-24	1.0% - 3.0%	2.0% - 5.0%	25% - 30%	25% - 30%
6/30/2022	2024-25	1.0% - 3.0%	2.0% - 5.0%	30% - 40%	30% - 40%

The changes to the Unfunded Accrued Liability (UAL) due to changes of actuarial assumptions are amortized over a fixed 20-year period with a 5-year ramp up at the beginning and a 5-year ramp down at the end of the amortization period. The 5-year ramp up means that the payments in the first four years of the amortization schedule are 20 percent, 40 percent, 60 percent and 80 percent of the ultimate payment, which begins in year five. The 5-year ramp down means that the reverse is true and the payments in the final four years are ramped down by the above percentages. A new ramp is established with each change to the discount rate. There will be three ramps established in the first three years. As a result of the 5-year ramp up and effective date of the increase, it will be seven years until the full impact of the discount rate change is completely phased in. The shaded rows above are the expected increases beyond the five year projection quoted in your June 30, 2015, valuation report.

To illustrate how this table can be used as a guide to include the change in the discount rate in the calculation of pension contributions, a Miscellaneous plan with a current normal cost of 15 percent of payroll can expect an increase to 15.25 percent to 15.75 percent of payroll in the first year (Fiscal Year 2018-19), and 16 percent to 18 percent in the fifth year (Fiscal Year 2022-23). For the UAL payment, a plan with a projected payment of \$500,000 in Fiscal Year 2018-19 and \$600,000 in Fiscal Year 2022-23 can expect the revised payment to be \$510,000 - \$515,000 ( $\$500,000 \times 2.00\% / \$500,000 \times 3.00\%$ ) for Fiscal Year 2018-19, and \$720,000 - \$750,000 ( $\$600,000 \times 20\% / \$600,000 \times 25\%$ ) for Fiscal Year 2022-23. These estimated increases incorporate both the impact of the discount rate change and the ramp up.

Please keep in mind the above table is a tool for you to calculate broad estimates and should only be used as a general guide. The annual valuation report that will be released this summer will provide updated projections for your specific plan.

If you have any questions about the information provided or how to apply it to your current valuations, please call our CalPERS Customer Contact Center at **888 CalPERS** (or **888-225-7377**) and ask to have your plan actuary contact you.

Scott Terando  
Chief Actuary

# McKinleyville Community Services District

## BOARD OF DIRECTORS

March 1, 2017

TYPE OF ITEM: **ACTION**

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**ITEM: E.8**                      **Consider Attendance at the Association of California Water Agencies (ACWA) 2017 Spring Conference and Exhibition in Monterey, May 9-12, 2017**

**PRESENTED BY:**              **Emily Abfalter, Board Secretary**

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

### **Recommendation:**

Staff recommends that the Board review the information provided for the Association of California Water Agencies (ACWA) 2017 Spring Conference and Exhibition in Monterey, CA; take public comment and consider authorization for interested Board Member(s) to attend.

### **Discussion:**

The ACWA 2017 Spring Conference and Exhibition will be held at the Monterey Marriott and Portola Hotel in Monterey, CA from May 9 to May 12, 2017. Regular registration and cancellation deadline is April 14, 2017. Attached for review are the preliminary agenda, pricing reference sheet and registration terms and conditions, **Attachments 1-3**.

### **Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

### **Fiscal Analysis:**

Full conference registration and meals package is \$699. Additional meal per diem will be \$134 per person for meals not provided through the conference. Hotel stay is \$189 per room per night, based on availability, excluding taxes and fees. The District vehicle can be utilized for travel; however, President Mayo will have to take a separate car because he is required to be at the conference two days prior to other attendees. Total approximate cost will be \$1400 per person for four days.

### **Environmental Requirements:**

Not applicable

### **Exhibits/Attachments:**

- Attachment 1 – Preliminary Agenda
- Attachment 2 – Pricing Reference Sheet
- Attachment 3 – Registration Terms & Conditions



# ACWA 2017 Spring Conference & Exhibition

## PRELIMINARY AGENDA

May 9-12, 2017 • Monterey, California

### ACWA JPIA - MONDAY, MAY 8

#### 8:30 – 10:00 AM

- ACWA JPIA Employee Benefits Committee

#### 10:15 – 11:15 AM

- ACWA JPIA Executive Committee

#### 1:30 – 4:00 PM

- ACWA JPIA Board of Directors

#### 4:00 – 5:00 PM

- ACWA JPIA Town Hall

#### 5:00 – 6:00 PM

- ACWA JPIA Reception

### TUESDAY, MAY 9

#### 8:00 AM – 6:00 PM

- Registration

#### 8:30 AM – Noon

- ACWA/JPIA Seminar

#### 10:00 – 11:45 AM

- Groundwater Committee
- Local Government Committee

#### 11:00 AM – Noon

- Outreach Task Force

#### Noon – 2:00 PM

- ACWA 101 & Luncheon
- Committee Lunch Break

#### 1:00 – 2:45 PM

- Energy Committee
- Finance Committee
- Scholarship & Awards Subcommittee
- Water Management Committee

#### 1:30 – 3:30 PM

- ACWA/JPIA: Sexual Harassment Prevention for Board Members & Managers (AB 1825)

#### 3:00 – 4:45 PM

- Communications Committee
- Federal Affairs Committee
- Membership Committee
- Water Quality Committee

#### 5:00 – 6:30 PM

- Welcome Reception in the Exhibit Hall

### WEDNESDAY, MAY 10

#### 7:30 AM – 5 PM

- Registration

#### 8:00 – 9:45 AM

- Opening Breakfast (*Ticket Required*)

#### 9:00 AM – Noon & 1:30 – 5:00 PM

- Exhibit Hall

#### 10:00 – 11:30 AM

- Attorneys Program
- Energy Committee Program
- Exhibitor Technical Presentations
- Finance Program
- Region Issue Forum
- Statewide Issue Forum

#### 11:30 – 11:45 AM

- Prize Drawing in the Exhibit Hall

#### 11:45 AM – 1:45 PM

- Luncheon (*Ticket Required*)

#### 2:00 – 3:15 PM

- Aquatic Resources Subcommittee
- Attorneys Program
- Exhibitor Technical Presentation
- Region Program
- Statewide Issue Forum
- Water Industry Trends Program

#### 3:30 – 4:45 PM

- Communications Committee Program
- Energy Committee Program
- Exhibitor Technical Presentation
- Finance Program
- Statewide Issue Forum
- Water Industry Trends program

#### 4:00 – 6:00 PM

- Legal Affairs Committee

#### 5:00 – 6:00 PM

- Exhibit Hall Hosted Reception

#### 5:00 – 7:00 PM

- CalDesal Hosted Mixer
- CH2M Hosted Reception

### THURSDAY, MAY 11

#### 7:30 AM – 4 PM

- Registration

#### 8:00 AM – Noon

- Exhibit Hall

#### 8:00 – 9:15 AM

- Networking Continental Breakfast, Exhibit Hall (*Ticket Required*)

#### 8:30 – 9:30 AM

- Ag Initiative

#### 9:30 – 11:00 AM

- Attorneys Program
- Exhibitor Technical Presentations
- Finance Program
- Region Issue Forum
- Statewide Issue Forum
- Water Industry Trends Program

#### 9:30 – 11:45 AM

- Ethics Training (AB 1234) - *Limited Seating*

#### 11:00 – 11:30 AM

- Prize Drawings in the Exhibit Hall

#### 11:45 AM – 1:45 PM

- Luncheon (*Ticket Required*)

#### 2:00 – 3:15 PM

- Attorneys Program
- Exhibitor Technical Presentations
- Federal Issues Forum
- Statewide Issue Forum
- Water Industry Trends Programs

#### 3:30 – 5 PM

- Regions 1 – 10
- Membership Meetings

#### 6:00 – 7:00 PM

- New Water Professionals Reception

#### 7:00 – 10:00 PM

- Dinner & Entertainment (*Ticket Required*)

### FRIDAY, MAY 12

#### 8:00 – 9:30 AM

- Registration

#### 8:30 – 10:00 AM

- ACWA's Hans Doe Past Presidents' Breakfast in Partnership with ACWA JPIA (*Ticket Required*)

### OTHER EVENTS

#### TUESDAY, MAY 9

##### 7:00 AM – 4 PM

- ACWA Spring Conference Golf Tournament

#### THURSDAY, MAY 11

##### 6:45 – 8:30 AM

- San Joaquin Valley Agricultural Water Committee

All conference programs are subject to change.

Last modified: Jan. 31, 2017

## PRICING REFERENCE SHEET



### ACWA 2017 Spring Conference & Exhibition REGISTRATION, MEALS & HOTEL PRICING

May 9 – 12, 2017 | Monterey Marriott & Portola Hotel

Register online @ [acwa.com](http://acwa.com)

Regular registration and cancellation deadline is April 14, 2017 • 4:30 p.m. (PST)

**NEED TO REGISTER ON SOMEONE ELSE'S BEHALF? YOU CAN NOW SIGN IN AS YOURSELF** - After you've logged-in, you can select from a list of people affiliated with your company and proceed to register him/her for the event. If the registrant is not listed, you will have the opportunity to create a Portal profile for him/her before registering.

REGISTRATION FEES & OPTIONS	REGULAR	ONSITE
<b>Advantage</b> (For ACWA public agency members, affiliates & associates ONLY) <i>(ends 4/14/17)</i>		
Full Conference Registration & Meals Package .....	\$699	Not Avail.
Full Conference Registration Only <i>(meals sold separately)</i> .....	\$555	\$575
One-Day Conference Registration <i>(meals sold separately)</i> : Wednesday 5/10 -OR- Thursday 5/11 ... <i>Wednesday registration includes Welcome Reception on Tuesday evening.</i> <i>Thursday registration includes ability to purchase a ticket for Friday breakfast.</i>	\$320	\$340
<b>Standard</b> (Applies to non-members of ACWA)		
Full Conference Registration Only <i>(meals sold separately)</i> .....	\$830	\$850
One-Day Conference Registration <i>(meals sold separately)</i> : Wednesday 5/10 -OR- Thursday 5/11 ... <i>Wednesday registration includes Welcome Reception on Tuesday evening.</i> <i>Thursday registration includes ability to purchase a ticket for Friday breakfast.</i>	\$470	\$490
<b>Guest</b> (Guest registration is not available to anyone with a professional reason to attend.)		
Guest Conference Registration <i>(meals sold separately)</i> .....	\$45	\$45

MEAL FUNCTIONS	REGULAR	ONSITE
<b>Wednesday - May 10</b>		
Opening Breakfast .....	\$45	\$50
Wednesday Luncheon .....	\$50	\$55
<b>Thursday - May 11</b>		
Networking Continental Breakfast .....	\$35	\$40
Thursday Luncheon .....	\$50	\$55
Thursday Dinner .....	\$65	\$70
<b>Friday - May 12</b>		
Friday Breakfast .....	\$45	\$50

#### HOTEL INFORMATION *Reservations will not be accepted until February 27, 2017.*

You must be registered for the ACWA conference in order to receive hotel reservation information and conference special room rate. Conference special rate is available February 27 - April 17, based on availability.

##### Special Hotel Rates

**Monterey Marriott Hotel** ..... Single/Double \$198  
Subject to 14.345% tax + \$2.00 tourism fee (per room per night)

**Portola Hotel Monterey** ..... Single/Double \$198  
Subject to 14.345% tax + \$2.00 tourism fee (per room per night)

**Hotel Pacific** ..... Single/Double \$198  
Subject to 14.345% tax + \$1.00 tourism fee (per room per night).

##### Important Dates:

For those **registering for conference prior to February 27**, hotel information will be provided via e-mail on February 27.

For those **registering for conference from February 27 to April 14**, your confirmation e-mail will include hotel reservation information and an opportunity to receive a conference special hotel rate.

##### Hotel Reservation Questions?

After April 14, call hotel directly.

**Questions?** Contact us at 916.441.4545, toll free 888.666.2292. Conference terms and conditions available at [acwa.com](http://acwa.com) in the event section.





## REGISTRATION TERMS & CONDITIONS

### ACWA 2017 Spring Conference & Exhibition

May 9 – 12, 2017 | Monterey Marriott & Portola Hotel

Register online @ [acwa.com](http://acwa.com)

Regular registration and cancellation deadline is April 14, 2017 • 4:30 p.m. (PST)

#### WHO IS ELIGIBLE FOR "ACWA ADVANTAGE" PRICING?

ACWA Advantage pricing is available to the following registrants:

- An officer or director of an ACWA member agency.
- A person directly employed by an ACWA public agency member, affiliate or associate organization. This does not include independent contractors, service providers, or third-party vendors.
- Any ACWA board member whose fee is paid for by member agency.
- Any state or federal administrative or legislative personnel in elected, appointed or staff positions.
- Staff of ACWA/JPIA and Water Education Foundation.
- Any individual or honorary life member of ACWA.

#### MEMBERSHIP INFORMATION - *Become a Member & Save on ACWA Events*

If you are interested in learning more about becoming an Associate Friend of ACWA, contact Paula Currie at [PaulaC@acwa.com](mailto:PaulaC@acwa.com). For public agency membership, please contact Tiffany Giammona at [TiffanyG@acwa.com](mailto:TiffanyG@acwa.com).

#### CANCELLATIONS & CHANGES

All registration changes and cancellations must be made in writing by the event registration deadline. Valid cancellation requests will receive a refund of any registration fees paid minus a \$75 processing charge. For payments originally made by credit card, refunds can be issued back onto the credit card within 60 days. Otherwise, a refund will be issued by check. No refunds or registration changes will be granted after the registration deadline. Submit request in writing to Teresa Taylor at [TeresaT@acwa.com](mailto:TeresaT@acwa.com).

#### SUBSTITUTIONS

Event registrations are transferable from one participant to another within the same organization. Please submit your request in writing before the event registration deadline to Teresa Taylor at [TeresaT@acwa.com](mailto:TeresaT@acwa.com). Include the original registrant's name, the new person's name, title and email address with your request. After the registration deadline, substitutions will be handled on-site. Only one substitution is permitted per original registrant. The individual submitting the substitution request is responsible for all financial obligations (including any balance due) associated with the original registration. There is no fee to transfer an eligible registration.

#### SPECIAL REQUESTS & ACCOMMODATIONS

Special requests must be submitted in writing to Teresa Taylor at [TeresaT@acwa.com](mailto:TeresaT@acwa.com). Participants are encouraged to submit changes and special requests as soon as possible. If you have a disability that requires an accommodation, please contact Teresa Taylor at [TeresaT@acwa.com](mailto:TeresaT@acwa.com) or call toll free at (888) 666-2292 to discuss your needs.

#### REFUNDS

Except as otherwise provided in this document, all payments and fees are nonrefundable after the registration deadline.

#### MEAL TICKETS

After the registration deadline, meal tickets are not eligible for exchange, refund or credit after the event registration deadline.

#### NONATTENDANCE

Registrants who fail to attend the event, in part or in whole, are not eligible for a refund or credit and will be billed for any balance due.

#### GUEST REGISTRATION

Guest registration is available to a spouse, companion or guest of an ACWA event registrant. Guest registration is not available to any employees of a public agency, associate or affiliate/mutual water company. Guest registration is also not available to anyone with a professional reason to attend for purposes of learning or business. The guest registration includes admission to the receptions and the ability to purchase meal tickets and attend meal functions.

#### CONSENT TO USE OF PHOTOGRAPHIC IMAGES

Registration and attendance at, or participation in, this event constitutes an agreement by the registrant to ACWA's use and distribution (both now and in the future) of the registrant or attendee's image or voice in photographs, videotapes, electronic reproductions and audiotapes.

**Questions?** Contact us at 916.441.4545, toll free 888.666.2292.

# McKinleyville Community Services District

## BOARD OF DIRECTORS

March 1, 2017

TYPE OF ITEM: **ACTION**

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**ITEM: E.9**                      **Consider Approval of Resolution 2017-06 Concurring in Nomination of Kathleen J. Tiegs of Cucamonga Valley Water District and/or Resolution 2017-07 Concurring in Nomination of Melody A. McDonald of San Bernardino Valley Water Conservation District to the Executive Committee of the Association of California Water Agencies Joint Powers Insurance Authority (ACWA/JPIA)**

**PRESENTED BY:**              **Emily Abfalter, Board Secretary**

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

### **Recommendation:**

Staff recommends that the Board review the information provided, discuss and consider adopting Resolution 2017-06, in support of either Kathleen J. Tiegs of Cucamonga Valley Water District, **Attachment 2**, and/or Melody A. McDonald of San Bernardino Valley Water Conservation District, **Attachment 4**, for the ACWA/JPIA Executive Committee.

### **Discussion:**

An Executive Committee election will take place during the JPIA's Board of Directors' meeting held on May 8, 2017, at the spring conference. The election will fill four Executive Committee member positions. The incumbents are Tom Cuquet, South Sutter WD; David Drake, Rincon Del Diable MWD; and Melody McDonald, San Bernardino Valley WCD. There is one vacant position.

Candidates must receive concurring nominations from three member districts, in addition to the original nomination, to be considered for ACWA/JPIA's Executive Committee. Districts may concur in the nomination of as many candidates as they wish.

On January 30, 2017, McKinleyville Community Services District (MCSD) received a letter, along with a sample resolution and candidate statement from James V. Curatalo, Jr., Board President of the Cucamonga Valley Water District, formally requesting support in the nomination of Kathleen J. Tiegs for the ACWA/JPIA Executive Committee, **Attachment 1**.

On February 13, 2017, MCSD received a letter, along with sample resolution and candidate statement from Daniel B. Cozad, General Manager of the San Bernardino Valley Water Conservation District, formally requesting support in the

nomination of Melody A. McDonald for the ACWA/JPIA Executive Committee,  
**Attachment 3.**

**Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

**Fiscal Analysis:**

Not applicable

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

- Attachment 1 – Request for Support Letter, Sample Resolution and Candidate Statement from Cucamonga Valley
- Attachment 2 – Resolution 2017-06 Kathleen Tieks
- Attachment 3 – Request for Support Letter, Sample Resolution and Candidate Statement from San Bernardino Valley
- Attachment 4 – Resolution 2017-07 Melody McDonald

RECEIVED

JAN 30 2017

McK. C.S.D.

January 25, 2017

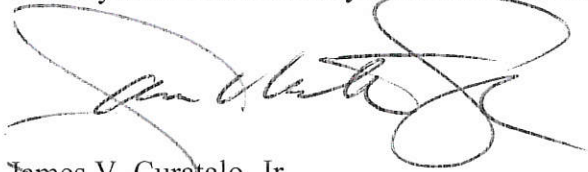
Dear Fellow ACWA/JPIA Member:

On January 24, 2017 the Cucamonga Valley Water District Board of Directors adopted Resolution No. 2017-1-1 nominating Director Kathleen J. Tieg for the position of ACWA/JPIA Executive Committee. We are formally requesting your support of Director Tieg's nomination through the adoption of a concurring resolution from your agency.

Director Tieg has been actively involved in ACWA/JPIA having served the past 10 years on the board, as well as having experience as the ex-officio member on the Executive Committee. Director Tieg is committed to continuing the great work of providing quality insurance and employee benefit services that ensure our agencies and ratepayers are receiving the most cost-effective service possible.

I have attached a sample concurring resolution in support of Director Tieg's nomination, as well as her candidate statement. The elections for ACWA/JPIA Executive Committee will be held May 8, 2017, should you desire to adopt a resolution or if you have questions please contact our Executive Assistant to the Board, Taya Victorino at 909.987.2591 or [tayav@cvwdwater.com](mailto:tayav@cvwdwater.com).

Thank you in advance for your consideration.



James V. Curatalo, Jr.  
President

Attachments:  
Sample Concurring Resolution  
Candidate Statement – Director Tieg

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE BOARD OF DIRECTORS OF THE (NAME OF MEMBER DISTRICT)  
**CONCURRING IN NOMINATION TO THE EXECUTIVE COMMITTEE**  
**OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES**  
**JOINT POWERS INSURANCE AUTHORITY ("ACWA JPIA")**

**WHEREAS**, this district is a member district of the ACWA JPIA; and

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

**WHEREAS**, another ACWA JPIA member district, the Cucamonga Valley Water District has requested that this district concur in its nomination of its member of the ACWA JPIA Board of Directors to the **Executive Committee** of the ACWA JPIA;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the (NAME OF MEMBER DISTRICT) that this district concur with the nomination of Kathleen J. Tiegs of Cucamonga Valley Water District to the **Executive Committee** of the ACWA JPIA.

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

**ADOPTED** this (DATE) day of (MONTH), 2017.

(SIGNATURE)  
Board President

ATTEST:

(SIGNATURE)  
Secretary



**Kathleen J. Tiegs**  
**Candidate Statement for**  
**Association of California Water Agencies**  
**Joint Powers Insurance Authority (ACWA/JPIA) Executive Committee**

Dear ACWA/JPIA Board Members:

I am pleased to share with you my interest in serving on the Executive Committee for ACWA/JPIA. I believe I am prepared and ready for the challenge to help lead the organization as we continue to grapple with providing the best and most cost-effective insurance and employee benefit services to our members.

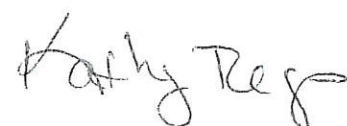
My experience with the ACWA/JPIA began over 10 years ago when I was appointed by the Cucamonga Valley Water District (CVWD) to serve as their ACWA/JPIA representative. I have also served as the ex-officio member of the Executive Committee in 2015-2016. As part of the Executive Committee I was able to provide the leadership and feedback to staff to ensure they were continuing to uphold the mission of the ACWA/JPIA: *"to consistently and cost effectively provide the broadest possible affordable insurance coverage and related services to its member agencies"*.

I have served on the CVWD board of directors for approximately 12 years, and have served in the role as both president and vice-president of the board of directors. I am currently a member of the Legislative/Outreach and the Human Resources/Risk Management committees. The Human Resources/Risk Management Committee is responsible for overseeing employee benefits, risk management and safety programs for the organization. At CVWD, we have taken full advantage of all the programs the ACWA/JPIA has to offer to ensure our employees are working in the safest environment possible. Our board of directors has also adopted the *Commitment to Excellence* Program pledge putting into place best management practices which bolsters our effectiveness for loss prevention and safety.

I currently serve as the President for the Association of California Agencies (ACWA). In my role as president I have focused on increasing my understanding of our members needs so that I may know how to better serve and lead the ACWA organization. I will use this same approach if elected to serve on the ACWA/JPIA Executive Committee.

The election for ACWA/JPIA is scheduled for May 8, 2017 at the conference. Thank you for allowing me to share my experience, leadership and knowledge. I look forward to the opportunity to represent you and your agency. Please feel free to contact me directly at (909) 635-4177 should you have questions or if you would like to support my candidacy.

Thank you in advance for your consideration,



**RESOLUTION 2017 – 06**

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

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

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

**WHEREAS**, another ACWA/JPIA member district, the Cucamonga Valley Water District has requested that the McKinleyville Community Services District concur in its nomination of its member of the ACWA JPIA Board of Directors to the **Executive Committee** of the ACWA/JPIA;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the McKinleyville Community Services District does hereby concur with the nomination of Kathleen J. Tiegs of Cucamonga Valley Water District to the **Executive Committee** of the ACWA/JPIA.

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

**ADOPTED, SIGNED AND APPROVED** at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on March 1, 2017 by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
David Couch, Board Vice President

Attest:

\_\_\_\_\_  
Emily Abfalter, Board Secretary





# SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

Established 1932

1630 West Redlands Boulevard, Suite A  
 Redlands, CA 92373-8032  
 (909) 793-2503  
 Fax: (909) 793-0188

Email: [info@sbvwcd.org](mailto:info@sbvwcd.org)  
[www.sbvwd.org](http://www.sbvwd.org)

January 31, 2017

RECEIVED

FEB 13 2017

McK. C.S.D.

Dennis Mayo  
 McKinleyville CSD  
 1656 Sutter Road  
 McKinleyville, CA 95519

Dear Dennis Mayo,

The Board of Directors of the San Bernardino Valley Water Conservation District has nominated its Vice-President, Melody A. McDonald, to continue in her position on the ACWA/JPIA Executive Committee. Enclosed is a certified copy of SBVWCD Resolution No. 542 nominating Mrs. McDonald for ACWA/JPIA Executive Committee.

Melody currently serves on the ACWA/JPIA Executive Committee, Personnel Committee, Chairs the Liability Program Subcommittee, served on the Building & Property Ad Hoc Committee, and was past chair of the Property & Workers Compensation Program Subcommittees. Melody has an institutional knowledge of all of JPIA's programs, their history, how coverage's evolved for the JPIA membership and has helped the organization grow to 188 Million in assets. Melody participates in training at various JPIA members facilities; she has personally visited and presented rate stabilization fund refund checks back to JPIA members totaling over 25 Million, since the inception of the fund. This year, JPIA has held nearly 400 training classes resulting in more than 7,700 employees receiving training. Melody believes the best claim is the one that never happened, and that there is a direct correlation between risk management, training, and minimizing losses. She pursues all her duties with a strong sense of commitment and dedication. Enclosed is her Statement of Qualifications.

The District respectfully requests your organization consider adopting a concurring resolution of nomination in support of Mrs. McDonald. Enclosed is a sample concurring resolution for your consideration in support of her nomination or it can be found at <http://www.acwajpia.com/ElectionNews.aspx>. Since time is of the essence, and that this will require Board action, please include this on your agenda for your next Board meeting. Please send a certified copy to:

**ACWA/JPIA**  
 Attention: Sylvia Robinson  
 P.O. Box 619082  
 Roseville, CA 95661-9082

and

**San Bernardino Valley Water Conservation District**  
 Attention: Athena Monge  
 1630 W. Redlands Blvd. Ste "A"  
 Redlands, CA 92374

**This resolution must be received by ACWA/JPIA no later than 4:30 pm Friday March 24, 2017.**

Sincerely,

Daniel B. Cozad  
 General Manager

BOARD  
 OF  
 DIRECTORS

Division 1:  
 Richard Corneille  
 Division 2:  
 David E. Raley

Division 3:  
 T. Milford Harrison  
 Division 4:  
 John Longville

Division 5:  
 Melody McDonald

GENERAL  
 MANAGER

Daniel B. Cozad



## RESOLUTION NO. 542

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT  
NOMINATING ITS ACWA/JPIA BOARD  
MEMBER TO THE EXECUTIVE COMMITTEE  
OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES  
JOINT POWERS INSURANCE AUTHORITY ("ACWA/JPIA")**

**WHEREAS**, this District is a member district of the ACWA/JPIA that participates in all four of its Programs: Liability, Property, and Workers' Compensation; and Employee Benefits; and

**WHEREAS**, the Bylaws of the ACWA/JPIA provide that in order for a nomination to be made to ACWA/JPIA's **Executive Committee**, the member district must place into nomination its member of the ACWA/JPIA Board of Directors for such open position;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the San Bernardino Valley Water Conservation District that its member of the ACWA/JPIA Board of Directors, Melody McDonald, be nominated as a candidate for the **Executive Committee** for the election to be held on May 8, 2017.

**BE IT FURTHER RESOLVED** that the ACWA/JPIA staff is hereby requested, upon receipt of the formal concurrence of five other member districts to effect such nomination.

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

**ADOPTED** this 11th day of January, 2017.

  
\_\_\_\_\_  
President, Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE BOARD OF DIRECTORS OF THE

(NAME OF MEMBER DISTRICT)

**CONCURRING IN NOMINATION TO THE EXECUTIVE COMMITTEE**

OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES  
JOINT POWERS INSURANCE AUTHORITY ("ACWA JPIA")

**WHEREAS**, this district is a member district of the ACWA JPIA; and

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

**WHEREAS**, another ACWA JPIA member district, the (NAME OF NOMINATING DISTRICT) has requested that this district concur in its nomination of its member of the ACWA JPIA Board of Directors to the **Executive Committee** of the ACWA JPIA;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the (NAME OF MEMBER DISTRICT) that this district concur with the nomination of (NAME OF NOMINEE) of (NAME OF NOMINATING DISTRICT) to the **Executive Committee** of the ACWA JPIA.

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

**ADOPTED** this (DATE) day of (MONTH), 2017.

(SIGNATURE)  
Board President

ATTEST:

(SIGNATURE)  
Secretary



[Melody.sbvwd@gmail.com](mailto:Melody.sbvwd@gmail.com)

**Melody  
Henriques-McDonald**

P.O. BOX 30197  
SAN BERNARDINO, CA 92413

(909) 793-2503 District  
(909) 499-5175 cell  
(909) 383-1122 fax

Like @ <https://www.facebook.com/Melody4Water>

**Candidate for:**

**ACWA JPIA  
EXECUTIVE COMMITTEE**  
(Incumbent)



*Melody & Board receiving, District of Distinction Award, the highest governance and best practices accreditation possible.*

Left, Kathleen Tiegs, Special Districts Board Member & ACWA Vice-President presenting.

## ASSOCIATIONS

Member, Board of Directors of the San Bernardino Valley Water Conservation District (Elected), Past President, & currently Vice-President, 1991 originally appointed, and first woman on the board

Member, Executive Committee ACWA/JPIA

Chair, JPIA Liability Program Committee

Director, ACWA/Joint Powers Insurance Authority

Voting Member, Association of the San Bernardino County Special Districts

*Over the 25 + Years, Experience in the Water Industry includes:*

Past Member, (CWA) California Women for Agriculture

Past Member, ACWA Water Management Committee

Past Member, ACWA State Legislative Committee

Chair & Vice-Chair, JPIA Property & Workers Compensation Programs

Member, Board of Directors ACWA, Region 9 Chair

Chair, Water Management Certification Subcommittee

Chair, California Water Quality Control Board, Santa Ana Region  
8 Years of service, Gubernatorial Appointment

## CURRENT EMPLOYMENT

Southwest Lift & Equipment, Inc. (Heavy Duty Vehicle Lifts)  
Broker/Associate, Century 21 Lois Lauer Realty

## PROFESSIONAL ASSOCIATIONS & LICENSES

Redlands Association of Realtors  
California Real Estate Broker's License  
Arizona Real Estate Broker's License

## ORGANIZATIONS AND SOCIETIES

Highland Chamber of Commerce  
San Bernardino Chamber of Commerce  
Immanuel Baptist Church Highland, CA  
BSF International

## EDUCATION

San Geronio High School, 1976  
Western Real Estate School, 1989  
Graduate, Special Districts Board Management Institute, 1997

**RESOLUTION 2017 – 07**

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

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

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

**WHEREAS**, another ACWA/JPIA member district, the San Bernardino Valley Water Conservation District has requested that the McKinleyville Community Services District concur in its nomination of its member of the ACWA JPIA Board of Directors to the **Executive Committee** of the ACWA/JPIA;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the McKinleyville Community Services District does hereby concur with the nomination of Melody A. McDonald of San Bernardino Valley Water Conservation District to the **Executive Committee** of the ACWA/JPIA.

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

**ADOPTED, SIGNED AND APPROVED** at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on March 1, 2017 by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

David Couch, Board Vice President

Attest:

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Emily Abfalter, Board Secretary

# McKinleyville Community Services District

## BOARD OF DIRECTORS

March 1, 2017

TYPE OF ITEM: **INFORMATION**

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**ITEM: E.10**                      **Review Information Provided by the Special District Risk Management Authority (SDRMA) Pertaining to Nominations for the SDRMA Board of Directors**

**PRESENTED BY:**              **Emily Abfalter, Board Secretary**

**TYPE OF ACTION:**          **None**

### **Recommendation:**

Staff recommends that the Board review the information provided, air questions and take public comment.

### **Discussion:**

The Special District Risk Management Authority (SDRMA) provides our property and liability insurance coverage, as well as, workers compensation. SDRMA is a Joint Powers Authority that is governed by an elected Board of Directors and currently has four seats up for election.

The seven-member Board meets monthly in Sacramento, serving a four-year term. The meeting dates are typically the first Wednesday afternoon and Thursday morning of the month, which would directly interfere with the McKinleyville Community Services District (MCSD) Board of Directors' Meetings. Additional information can be found within the SDRMA Notification of Nominations letter, **Attachment 1**.

This item was originally going to be brought before the Board as an action item but as the meeting day/time conflicts with MCSD Board meetings it was changed to an information item. MCSD will have a chance to vote in the election, with mail-in ballots mailed in May and due back by August 29, 2017.

### **Alternatives:**

Staff analysis consists of the following potential alternative

- Take Action

### **Fiscal Analysis:**

Not applicable

### **Environmental Requirements:**

Not applicable

### **Exhibits/Attachments:**

- Attachment 1 – SDRMA Notification of Nominations Letter



**Notification of Nominations – 2017 Election  
SDRMA Board of Directors**

February 3, 2017

Mr. George Wheeler  
Board President  
McKinleyville Community Services District  
Post Office Box 2037  
McKinleyville, California 95519-2037

RECEIVED

FEB 7 2017

McK. C.S.D.

Dear Mr. Wheeler:

Notice of Nominations for the Special District Risk Management Authority (SDRMA) Board of Directors 2017 Election is being provided in accordance with the SDRMA Sixth Amended and Restated Joint Powers Agreement. The following nomination information is enclosed: Nomination Packet Checklist, Board of Director Fact Sheet, Nomination/Election Schedule, SDRMA Election Policy No. 2017-03, sample Resolution for Candidate Nomination and Candidate's Statement of Qualifications Form.

General Election Information - Four Director seats are up for election. The nomination filing deadline is Friday, May 5, 2017. Ballots will be mailed to all SDRMA member agencies in mid-May. Mail-in ballots will be due back to SDRMA Tuesday, August 29, 2017.

Nominee Qualifications - Nominees must be a member of the agency's governing body or a management employee (see SDRMA Election Policy 2017-03, Section 4.1) and be an active member agency of **both** SDRMA's Property/Liability and Workers' Compensation Programs. Candidates must be nominated by Resolution from their member agency's governing body and complete and submit a "Candidates Statement of Qualifications".

Nomination Documents and Information - Nomination documents (Nominating Resolution and Candidates Statement of Qualifications) and nomination guideline information may also be obtained on SDRMA's website at [www.sdrma.org](http://www.sdrma.org). To obtain documents electronically:



*From the SDRMA homepage, click on the "2017 Nomination & Election Information" button. All necessary nomination documents and election information may be downloaded and printed.*

Term of Office – Directors are elected to 4-year terms. The term of office for the newly elected Directors will begin January 1, 2018 and expire December 31, 2021.

Nomination Filing Deadline – Nomination documents **must be received in SDRMA's office no later than 5:00 P.M. on Friday, May 5, 2017.**

Please contact SDRMA Chief Operating Officer Paul Frydendal at 800.537.7790, if you have any questions regarding the 2017 SDRMA Board of Director Nominations or the election process.

Sincerely,  
Special District Risk Management Authority

  
Gregory S. Hall, ARM  
Chief Executive Officer

# 2017 Nomination Packet Checklist



## SDRMA BOARD OF DIRECTORS NOMINATION AND ELECTION GUIDELINES

January 5, 2017, marked the official commencement of nominations for the SDRMA Board of Directors. Four seats on the Board of Directors are up for election in August 2017.

**For your convenience we have enclosed the necessary nomination documents and election process schedule.** Please note that some items have important deadlines. All document contained in this packet, as well as additional information regarding SDRMA Board elections are available on our website [www.sdrma.org](http://www.sdrma.org) and/or by calling SDRMA Chief Operating Officer Paul Frydendal at 800.537.7790.

- \_\_\_\_ **Attachment One:**     **SDRMA Board of Directors Fact Sheet:** This document reviews the Board of Directors' Roles and Responsibilities along with other important information.
  
- \_\_\_\_ **Attachment Two:**     **SDRMA Board of Directors 2017 Nomination/Election Schedule:** Please review this document for important deadlines.
  
- \_\_\_\_ **Attachment Three:**     **SDRMA Election Policy No. 2017-03:** A Policy of the Board of Directors of the Special District Risk Management Authority establishing guidelines for Director elections.
  
- \_\_\_\_ **Attachment Four:**     **Sample Resolution for Candidate Nomination:** A resolution of the Governing Body of the Agency nominating a candidate for the Special District Risk Management Authority Board of Directors.
  
- \_\_\_\_ **Attachment Five:**     **Candidate's Statement of Qualifications:** Please be advised that no candidate statements are endorsed by SDRMA. Candidate's Statements of Qualification will be distributed to the membership with the SDRMA election ballot, "exactly as submitted" by the candidate.

**Please complete and return all required nomination and election documents to:**

SDRMA Election Committee  
C/O Paul Frydendal, COO  
Special District Risk Management Authority  
1112 "I" Street, Suite 300  
Sacramento, California 95814

## SDRMA BOARD OF DIRECTORS FACT SHEET



## SDRMA BOARD OF DIRECTORS

### ROLE AND RESPONSIBILITIES

Special District Risk Management Authority (SDRMA) is a public entity Joint Powers Authority established to provide cost-effective property/liability, worker's compensation, health benefit coverages and comprehensive risk management programs for special districts and other public agencies throughout California. SDRMA is governed by a Board of Directors elected from the membership by the programs' members.

Number of Board Members	7-Board Members: SDRMA Board of Directors consists of seven Board Members, who are elected at-large from members participating in either program.
Board of Directors' Role	SDRMA Board of Directors provide effective governance by supporting a unified vision, and ensuring accountability, setting direction based on SDRMA's mission and purpose, as well as establishing and approving policy to ensure SDRMA meets its obligations and commitment to its members.
Board of Directors' Responsibilities	Board Member responsibilities include a commitment to: serve as a part of a unified governance body; govern within Board of Directors' policies, standards and ethics; commit the time and energy to be effective; represent and make policy decisions for the benefit, and in the best interest, of all SDRMA members; support collective decisions; communicate as a cohesive Board of Directors with a common vision and voice; and operate with the highest standards of integrity and trust.
Four Seats For this Election	4-Seats: Elections for Directors are staggered and held every two years, four seats during one election and three seats in the following election. Four seats are up for election this year.
Term of Directors	4-Year Terms: Directors are elected for 4-year terms. Terms for directors elected this election begin January 1, 2018 and end on December 31, 2021.
Board Member Travel Reimbursement	Board Members are reimbursed for reasonable travel and lodging in accordance with SDRMA Board Policy Manual 2017-01 and applicable laws and are allowed to claim a stipend of \$195 per meeting day or for each day's service rendered as a Member of the Board.
Number of Meetings per Year	7-Board Meetings Annually: Generally not more than one meeting per month, with an average of seven board meetings per year.
Meeting Location	SDRMA office in Sacramento, California.
Meeting Dates	Typically the first Wednesday afternoon and Thursday morning of the month.
Meeting Starting Times	3:00 p.m. and 8:00 a.m.: Meetings are from 3:00 p.m. on Wednesday afternoon until 5:30 p.m. and Thursday from 8:00 a.m. to 10:00 a.m.
Meeting Length	4 - 6 hours: Length of meetings on average.
Average Time Commitment	15 - 20 hours: Commitment per month.

*"The mission of Special District Risk Management Authority is to provide risk financing and risk management services through a financially sound pool to California public agencies, delivered in a timely and responsive cost efficient manner."*

Special District Risk Management Authority | A Property/Liability, Workers' Compensation and Health Benefits Program

## SDRMA BOARD OF DIRECTORS 2017 NOMINATION/ELECTION SCHEDULE

# 2017 Nomination/Election Schedule



TASK TIMELINE	
1/5	Board approves Election Schedule
2/3	Mail Notification of Election and Nomination Procedure to Members in January
90 days prior to mailing Ballots	(103 actual days)
5/5	Deadline to return Nominations
5/11	Tentative Election Comm. Reviews Nominations
5/17-18	Mail Ballots 60 days prior to ballot receipt deadline (103 actual days)
8/29	Deadline to Receive Ballots
8/30	Tentative Election Committee Counts Ballots
8/31	Election Committee Notifies Successful Candidates and Provides Them With Upcoming Board Meeting Schedule
9/27	Directors' Elect Invited to CSDA Annual Conf/SDRMA Breakfast/Super Session
11/1-2	Directors' Elect Invited to SDRMA Board Meeting
1/2018	Newly Elected Directors Seated and Election of Officers

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4				1	2	3	4
8	9	10	11	12	13	14				5	6	7	8	11	12	13	14	15	16	17
15	16	17	18	19	20	21				12	13	14	15	16	17	18	19	20	21	22
22	23	24	25	26	27	28				19	20	21	22	23	24	25	26	27	28	29
29	30	31								26	27	28					29	30	31	

APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1							6							3
2	3	4	5	6	7	8				1	2	3	4	5	6	7	8	9	10	
9	10	11	12	13	14	15				7	8	9	10	11	12	13	14	15	16	17
16	17	18	19	20	21	22				14	15	16	17	18	19	20	21	22	23	24
23/30	24	25	26	27	28	29				21	22	23	24	25	26	27	28	29	30	
										28	29	30	31							

JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1														2
2	3	4	5	6	7	8				1	2	3	4	5	6	7	8	9	10	
9	10	11	12	13	14	15				6	7	8	9	10	11	12	13	14	15	16
16	17	18	19	20	21	22				13	14	15	16	17	18	19	20	21	22	23
23/30	24/31	25	26	27	28	29				20	21	22	23	24	25	26	27	28	29	30
										27	28	29	30	31						

OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						7														2
1	2	3	4	5	6								4							9
8	9	10	11	12	13	14				1	2	3	4							16
15	16	17	18	19	20	21				5	6	7	8	11	12	13	14	15	16	
22	23	24	25	26	27	28				12	13	14	15	16	17	18	19	20	21	22
29	30	31								19	20	21	22	23	24	25	26	27	28	29
										26	27	28	29	30						30

## SDRMA BOARD OF DIRECTORS ELECTION POLICY NO. 2017-03



A POLICY OF THE BOARD OF DIRECTORS OF SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY  
ESTABLISHING GUIDELINES FOR DIRECTOR ELECTIONS, DIRECTOR APPOINTMENTS, AND CREATION OF  
A SUPERVISING ELECTION COMMITTEE

- WHEREAS, SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (SDRMA) is a joint powers authority, created pursuant to Section 6500, et. seq. of the California Government Code; and
- WHEREAS, the Board of Directors recognizes that it is in the best interest of the Authority and its members to adopt a written policy for conducting the business of the Board; and
- WHEREAS, establishing guidelines for Director elections and appointments will help ensure a process that is consistent for all nominees and candidates, will promote active participation by SDRMA members in the election/appointment process, and will help ensure election/appointment of the most qualified candidate(s); and
- WHEREAS, the Bylaws provide the Board with the option of conducting the election using a mail-in ballot process; and
- WHEREAS, the Board of Directors of SDRMA has an overriding and compelling interest in insuring the accuracy of the election/appointment process of its Board members through the creation of an election committee;

NOW, THEREFORE, it is the policy of the Board of Directors of SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY, until such policy shall have been amended or rescinded, that the following procedures shall be followed when conducting Director elections or filling a Director vacancy by appointment:

1.0. Election Schedule

- 1.1. Not later than the first Board meeting of each election year, the Board of Directors shall approve an election schedule based on the following criteria and time frames.

2.0. Election Committee

- 2.1. The Board of Directors herein establishes an election committee with the following composition, duties and responsibilities; The five (5) members of the Election Committee shall include two presently sitting members of the Board of Directors of SDRMA whose seats are not up for election, the Chief Operating Officer of SDRMA, and the CPA/auditor regularly used and retained by SDRMA at the time of counting ballots of and for an election to the Board of Directors. For good reason found and stated, the Board of Directors of SDRMA may appoint any CPA/auditor who, in the discretion of the Board of Directors, would appropriately serve the Election Committee. The General Counsel for SDRMA shall also sit as a member of the Election Committee with the additional obligation of providing legal advice to the balance of the Committee as legal questions may arise.

3.0. Member Notification of Election

- 3.1. Authority staff shall provide written notification, of an election for the Board of Directors, to all member agencies during January of each election year. Such written notification shall be provided a minimum of ninety (90) days prior to the distribution of ballots and shall include; (1) the number of Director seats to be filled by election; (2) a copy of this nomination and election procedure; and (3) an outline of nomination/election deadline dates.

#### 4.0. Qualifications

- 4.1. A candidate seeking election, re-election or appointment to SDRMA's Board of Directors must be a member of the Governing Body or a management employee of an SDRMA member participating in both the Property/Liability and Workers' Compensation Programs. To qualify as a "management employee," the candidate must be a management-level (as determined by the Governing Body) employee whose wages are reported to the IRS on a "W-2" form. Only one (1) representative from any Member may serve on the Board of Directors at the same time. [Per Bylaws, Article II, (2) (b)]
- 4.2. Each nominated candidate must submit a properly completed "Statement of Qualifications" (required form attached) with an original signature (electronic signatures are not acceptable) on or before the filing deadline in May in order for the candidate's name to be placed on the official ballot. A candidate shall provide responses to all questions on the candidate's "Statement of Qualifications". Each nominated candidate's "Statement of Qualifications" must be filed in SDRMA's office on or before the aforementioned deadline by: (1) personal delivery; (2) U.S. mail; or (3) courier. When ballots are mailed to the membership, each candidate's "Statement of Qualifications" form will be distributed to the membership exactly as submitted by the candidate to SDRMA. However, any attachments submitted by the candidate(s) with the Statement of Qualifications will not be sent by SDRMA with the ballots to any members.
- 4.3. If a nominated candidate elects not to use the provided form "Statement of Qualifications," and prepares instead the candidate's own completed form, the candidate's form must include the title "Statement of Qualifications" and contain exactly all information required and requested by the provided form.

NOTE: The candidate's "Statement of Qualifications" form must be submitted as a part of the nominating process. When ballots are mailed to the membership, each candidate's "Statement of Qualifications" form will be distributed "exactly as submitted" to SDRMA, except that any attachments submitted by the candidate will not be sent to any SDRMA members.

- 4.4. A candidate who does not submit a Candidate's Statement of Qualifications that complies with Section 4.2 or 4.3 will be disqualified by the SDRMA Election Committee.

#### 5.0. Nominating Procedure

- 5.1. Candidates seeking election or reelection must be nominated by action of their respective Governing Body. Only one (1) candidate may be nominated per member agency and one (1) candidate shall not represent more than one (1) member agency. A resolution from the candidate's district/agency Governing Body nominating the candidate must be received by the Authority on or before the scheduled date in May. (A sample of the resolution is enclosed). Actual receipt by the Authority on or before the scheduled deadline date in May is required. The resolution nominating the candidate may be hand-delivered to the Authority or sent by U.S. mail. In the event a candidate is nominated by two (2) or more member agencies, he or she shall represent the member agency whose nominating resolution is first received by the Authority. The other member agency or agencies that nominated the candidate shall be entitled to select a replacement nominee as long as a resolution nominating the replacement is received by the Authority prior to the scheduled deadline date.
- 5.2. A member may not nominate a candidate unless that member is participating in both the Property/Liability and Workers' Compensation Programs and is in "good standing" on the date the nominations are due. "Good standing" is defined as no accounts receivable due to SDRMA which is more than ninety (90) days past due.
- 5.3. No earlier than the day after the deadline for receipt of nominations, the Election Committee, as hereinabove defined and comprised, shall review all nominations received from members, and will reject any nominations that do not meet all of the qualifications specified and set forth in this policy. The Election



Committee's decisions regarding the qualification of nominees are final. Following the Election Committee's review of all nominations, the Election Committee shall direct that a ballot be prepared stating and listing all of the qualified nominees. The ballot of qualified nominees shall be distributed to the membership for election by mail as described below.

- 5.4. Upon verification or rejection of each nominee by the Election Committee, staff will mail acknowledgment to both the nominee and the district/agency of its acceptance or rejection as a qualified nominee for election.
- 5.5. A nominee requesting that his/her nomination be withdrawn prior to the election, shall submit such requests in writing to SDRMA's office a minimum of three (3) days prior to the scheduled date for mailing the ballots. After that date, all qualified nominees names shall appear on the ballot mailed to the membership.

#### 6.0. Terms of Directors

- 6.1. The election of directors shall be held in each odd-numbered year. The terms of the directors elected by the Members will be staggered. Four directors will serve four-year terms, to end on December 31 of one odd-numbered year. Three directors will serve four-year terms, to end on December 31 of the alternate off-numbered year. [Per Bylaws, Article II, (3), paragraph 1].

#### 7.0. Campaigning

- 7.1. SDRMA staff will mail each qualified candidate's "Statement of Qualifications", "exactly as submitted" by the candidate with the ballots to the membership.
- 7.2. Candidates, at their own expense, may distribute additional information to member agency(s) after the ballots have been mailed and prior to the election.
- 7.3. SDRMA staff is prohibited from actively promoting a candidate or participating in the election process while on Authority premises.
- 7.4. SDRMA staff may provide member information, mailing lists, financial reports or operational data and information, that is normally available through the Public Records Act, to candidates to assist them in their research and campaigning. In addition to obtaining such information under the Public Records Act, candidates may request SDRMA staff prepare mailing labels for the distribution of campaign materials to member agencies. Under existing policy, charges will apply for this service. The SDRMA logo is trademarked for use by SDRMA only. Neither the logo, nor any other Trademark of SDRMA may be used in any campaign literature. No campaign literature is to imply support of any candidate by SDRMA.
- 7.5. SDRMA election mailings to the membership, including ballots and candidates' "Statement of Qualifications", shall be sent via first class mail.

#### 8.0. Limitations on Campaigning

- 8.1. As used in this section the following terms have the following meanings:

"Campaign Activity" means any activity that expressly advocates the election or defeat of a candidate or provides direct support to a candidate for his or her candidacy. "Campaign activity" does not include the incidental and minimal use of public resources, such as equipment or office space, for campaign purposes or the use of public resources to nominate a candidate or vote in any Board of Directors election.

"Candidate" means an individual who has been nominated by the Member Agency to have his or her name listed on the ballot for election to the Board of Directors.

"Expenditure" means a payment of Member Agency funds that is used for communications that expressly advocate the election or defeat of a clearly identified candidate. "Expenditure" does not include the use of public funds to nominate a candidate or vote in any Board of Directors election.

"Public resources" means any property or asset owned by the Member Agency, including, but not limited to, land, buildings, facilities, funds, equipment, supplies, telephones, computers, vehicles, travel, and Member Agency-compensated time.

- 8.2. An officer, official, employee, or consultant of a Member Agency may not expend or authorize the expenditure of any of the funds of the Member Agency to support or oppose the election or defeat of a candidate for the Board of Directors.
- 8.3. No officer, official, employee, or consultant of a Member Agency shall use or permit others to use public resources for campaign activity.
- 8.4. At any time during an election campaign, if a Member Agency or its officers, officials, employees or consultants violate this section, that Member Agency shall be ineligible to nominate a candidate for the Board of Directors election in which the violation occurred. Any candidate of an offending Member Agency shall be deemed to have withdrawn his or her candidacy. Prior to declaring a Member Agency ineligible to nominate a candidate or a specific candidate's candidacy withdrawn, the Elections Committee shall hold a hearing to determine whether or not a violation of this section occurred. The hearing shall be conducted pursuant to reasonable procedures that the Elections Committee shall prescribe, provided that the affected Member Agency or candidate shall have an opportunity to dispute the violation. At the conclusion of the hearing, the Elections Committee shall determine by a majority vote whether the violation occurred.

#### 9.0. Balloting

- 9.1. A ballot containing nominees for the Board of Directors, accepted and approved by the Election Committee, shall be mailed by first class mail, to each SDRMA member agency, except as provided in Section 9.2 below, no less than sixty (60) days prior to the deadline for receiving ballots and the closing date for voting. Ballots shall show the date and time the ballots must be received in SDRMA's office. A self-addressed, stamped, return envelope shall be mailed with each ballot.
- 9.2. In the event that the number of qualified/approved nominees is equal to or less than the number of director seats up for election, the mailing of the ballots as outlined in Section 9.1 shall be waived.
- 9.3. Only those qualified nominees approved by the Election Committee will be eligible candidates on the ballot. Write-in candidates shall not be accepted.
- 9.4. It is required that the Governing Body of each member vote on behalf of their agency (sample Resolution enclosed) and the ballot MUST be signed by the agency's Presiding Officer.
- 9.5. A member may not vote unless the member was a member of the Authority in "good standing" on or before the nomination due date for the pending election. "Good standing" is defined as no accounts receivable due to SDRMA which is more than ninety (90) days past due.
- 9.6. A member may cast only one (1) vote for the same candidate. By way of example, if there are four (4) candidates on the ballot, a member may not cast two (2) to four (4) votes for any single candidate. Any ballot casting more than one (1) vote for the same candidate will be considered void.



- 9.7. A member may vote by using the official ballot provided by SDRMA, or a copy of SDRMA's original ballot, or a reasonable duplicate prepared by the member agency. Whichever of the three foregoing formats is used, the ballot must contain an original signature and confirmation that the ballot was approved at a public meeting of the agency's Governing Body. Ballots submitted without an original signature and/or without confirmation that the form of the ballot was approved at a public meeting of the agency's Governing Body will be considered void.
- 9.8. Ballots may be returned using either hand-delivered or mailed in ballots - faxed or e-mailed ballots will not be accepted. Mailed in ballots must be addressed to, and hand-delivered ballots must be delivered to, the Special District Risk Management Authority office presently located at 1112 I Street, Suite 300, Sacramento, California 95814-2865.
- 9.9. Any ballot received after the specified deadline will not be counted and will be considered void.

#### 10.0. Election Results

- 10.1. All ballots will be opened and counted at SDRMA's office only after the deadline for receiving ballots. Ballots will be opened by SDRMA's Election Committee, no more than five (5) days after the closing deadline. Candidates receiving the highest number of votes shall be declared the elected director(s).
- 10.2. In the event of a tie, a coin toss shall be used to determine the elected director. The coin toss shall be conducted by the Election Committee at the time and place of the conclusion of counting ballots.

PROCEDURE: In the event more than two (2) candidates tie, the coin toss shall be between two (2) candidates at a time based on the order in which their name appeared on the ballot. This process shall be repeated, as needed, in cases where there are more than two (2) candidates.

- 10.3. Excluding tie votes, within five (5) days after the ballots are opened and tabulated Authority staff shall advise the candidates and their respective agency in writing of the final election results. Copies of the results shall also be mailed/distributed to SDRMA's Board of Directors, staff and consultants and published in the first available CSDA newsletter.
- 10.4. If a director-elect withdraws after the election or fails to accept the Director seat prior to December 31, the Board shall name a new director-elect by going back to the ballots and awarding the seat to the candidate receiving the next highest number of votes during the election.
- 10.5. Staff shall invite newly elected director(s) to attend the Annual Membership meeting and all scheduled Board meeting(s) after confirmation of election results until the director(s) elect assume office. Director(s) elect will be reimbursed for expenses, except for director stipends, in accordance with approved director reimbursement policy (copy of policy shall be provided to newly elected directors).
- 10.6. A member or candidate dissatisfied with the election result may, within ten (10) days after the ballots are opened and tabulated, file with the Authority a written challenge and appeal. The challenge and appeal must clearly set forth the complaint and any and all facts in support of the challenge and appeal. Within ten (10) days after the ballots are opened and tabulated, the challenge and appeal shall be delivered and received by the Authority. Within five (5) days of receipt of the challenge and appeal, the Authority shall deliver the same to the Election Committee for decision. The Election Committee shall have absolute authority for deciding the challenge and appeal. Notice of the decision of the Election Committee shall be provided to the party filing the challenge and appeal within ten (10) days.

11.0. Director Vacancy

11.1. If a director vacancy(s) occurs (Note 1), appointment of a replacement director for the balance of the unexpired term will be made by the remaining members of the SDRMA Board. In order to accomplish this in an orderly and consistent manner, when a vacancy(s) of an elected Director(s) occurs, the SDRMA Board of Directors, after discussion and consideration, shall, when deemed appropriate, instruct staff to:

- a) notify all then member entities that a vacancy has occurred; and
- b) said notice shall refer to the applicable Article in the By-laws in advising member entities and their eligible candidates of the steps to take to apply for appointment; and
- c) the SDRMA Board shall establish the closing date for the receipt of applications; and
- d) candidates shall submit the following, by the date specified in the notice:
  - i) a letter of interest; and
  - ii) a resume, with particular emphasis on the candidate's knowledge of special districts and risk management; and
  - iii) a resolution from, or a letter approved by, the candidate's Governing Body nominating the candidate; and
- e) the Election Committee shall review all applications received, and shall reject any that do not meet all of the qualifications specified and set forth in this policy; and
- f) upon verification or rejection of each application by the Election Committee, staff will mail acknowledgement to both the applicant and the district/agency of its acceptance or rejection of the applicant as a qualified candidate for appointment; and
- g) candidates shall be interviewed at the next regularly scheduled meeting of the SDRMA Board of Directors following the date of closure for the applications. Interviews shall be in person, or if an unforeseen emergency arises, the interview may be by telephone at the same scheduled time; and
- h) the SDRMA Board shall make the appointment without undue delay, but need not act at the same meeting.

Note 1: If the Director vacancy occurs within nine (9) months after the date the ballots were counted and certified by the Election Committee or within nine (9) months after a candidate was appointed to fill a vacancy, then the Board shall have the option to interview and appoint the candidate(s) who did not receive sufficient votes to be elected OR to interview and appoint from the pool of candidates from 11.1.g) above. If the Director vacancy occurs in an election year after the Notification of Election is sent to the members, the Board may determine to fill the vacancy by appointing the candidate who receives the next highest number of votes in the election. If the Board determines in its sole discretion that none of these options is appropriate, then staff shall be instructed to proceed with the process described above in steps 11.1 a) to h).

Revised and adopted this 2<sup>nd</sup> day of February 2017, by the Board of Directors of Special District Risk Management Authority, at a regular meeting thereof.

This Policy No. 2017-03 supercedes Policy No. 2015-01 and all other policies inconsistent herewith.

APPROVED:

  
Jean Bracy, President  
Board of Directors

ATTEST:

  
Gregory S. Hall, ARM  
Chief Executive Officer

## **SAMPLE RESOLUTION FOR CANDIDATE NOMINATION**

Available for download in Microsoft Word file format  
visit our website at [www.sdrma.org](http://www.sdrma.org)



[AGENCY NAME]

RESOLUTION NO.

A RESOLUTION OF THE GOVERNING BODY OF THE [AGENCY NAME] NOMINATING  
[CANDIDATE'S NAME] AS A  
CANDIDATE FOR ELECTION TO THE SPECIAL DISTRICT RISK MANAGEMENT  
AUTHORITY BOARD OF DIRECTORS

**WHEREAS**, the Special District Risk Management Authority (SDRMA) is a Joint Powers Authority formed under California Government Code, Section 6500 et.seq., for the purpose of providing risk management and risk financing for California Special Districts and other local government agencies; and

**WHEREAS**, the Joint Powers Agreement (JPA) and Bylaws of SDRMA set forth director qualifications, terms of office and election requirements; and

**WHEREAS**, the Board of Directors of SDRMA established procedures and guidelines for the Director Election process; and

**WHEREAS**, the Board of Directors of SDRMA established a policy requiring candidates seeking election to the SDRMA Board of Directors to be: 1) a member of the agency's governing body or management employee per SDRMA Election Policy 2017-03, Section 4.1 and be an active member agency of **both** SDRMA's Property/Liability and Workers' Compensation Programs, and 2) be nominated by Resolution of their member agency's governing body, and 3) each nominated candidate must submit a completed and signed "Candidate's Statement of Qualifications" on or before the May 5 filing deadline in order for the candidate's name to be placed on the official ballot.

**NOW, THEREFORE, BE IT RESOLVED:**

1. The governing body of [AGENCY NAME] nominates [CANDIDATE'S NAME], its [POSITION TITLE], as a candidate for the Board of Directors of the Special District Risk Management Authority.

2. [ONLY IF CANDIDATE IS NOT A MEMBER OF THE AGENCY'S GOVERNING BODY: The governing body of [AGENCY NAME] has determined that [CANDIDATE'S NAME] is a management employee for purposes of SDRMA Election Policy 2017-03, Section 4.1].

3. The governing body of [AGENCY NAME] further directs that a copy of this Resolution be delivered to SDRMA on or before the May 5, 2017 filing deadline.

**ADOPTED** this [DATE] of [MONTH/YEAR] by the Governing Body of [AGENCY NAME] by the following roll call votes:

AYES: [LIST NAMES of GOVERNING BOARD VOTES]

NAYES: "

ABSTAIN: "

ABSENT: "

APPROVED

ATTEST

\_\_\_\_\_  
President – Governing Body

\_\_\_\_\_  
Secretary

## CANDIDATE'S STATEMENT OF QUALIFICATIONS

Available for download in Microsoft Word file format  
visit our website at [www.sdrma.org](http://www.sdrma.org)

**This information will be distributed to the membership with the ballot, “exactly as submitted” by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.**

**Why do you want to serve on the SDRMA Board of Directors? (Response Required)**

**What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)**

**Special District Risk Management Authority  
Board of Directors  
Candidate's Statement of Qualifications**

What special skills, talents, or experience (including volunteer experience) do you have?

**(Response Required)**

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What is your overall vision for SDRMA? **(Response Required)**

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I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature \_\_\_\_\_ Date \_\_\_\_\_

# McKinleyville Community Services District

## BOARD OF DIRECTORS

March 1, 2017

TYPE OF ITEM: **ACTION**

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**ITEM: E.11**                      **Consider Approval of Resolution 2017-08 to Reschedule Election of Governing Board Members in Compliance with Senate Bill 415 to Consolidate with Statewide Election Dates**

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

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

### **Recommendation:**

Staff recommends that the Board adopt Resolution 2017-08 consolidating the election for governing Board Members with Statewide General Elections and approving rescheduling of elections from odd to even numbered years commencing with the November, 2017 election.

### **Discussion:**

On September 1, 2015, Governor Jerry Brown signed Senate Bill No. 415 (SB 415), **Attachment 1**, Voter Participation, into law adding sections 14050-14057 to the California Elections Code.

The public policy behind SB 415 was to address waning civic engagement in politics as illustrated by declining voter turnout in federal, state and municipal elections. A major contributing factor to low voter turnout, the timing of elections, could be addressed by synchronizing city/town elections with even-year state elections.

McKinleyville Community Services District (MCSD) is obligated to conduct general and special elections in accordance with the California Elections Code (Section 10101-10312). The District currently holds general elections in November of odd-numbered years for five (5) Members of the Board (staggered terms), with each member serving a term of four (4) years.

SB 415 prohibits a local government from holding an election other than on a statewide election date if holding an election on a nonconcurrent date (i.e. election date other than November of even numbered years), has previously resulted in significant decrease in voter turnout. A "significant decrease in voter turnout" is defined as voter turnout for a regularly scheduled election that is at least twenty-five percent (25%) less than the average voter turnout within that town for the previous four (4) statewide general elections.

According to the Humboldt County Elections Office, in 2013, MCSD's general election resulted in a twenty-four percent (24%) voter turnout and a state average



of the last four (4) elections of sixty-six percent (66%) turnout rate. This equates to forty-two percent (42%) less than the average voter turnout, requiring MCSD to comply with SB 415.

Elections Code Section 10404(i) limits increases or decreases to terms of office to an extension *up to but not beyond* December 31 of the following year (essentially, twelve months). Pushing out the election from 2017 to 2018 and in turn, 2019 to 2020, would comply with the above stated Election Code. In order to reschedule the 2017 election to 2018, the Humboldt County Board of Supervisors must receive a Resolution by the Board no later than March 10, 2017.

Approval of Resolution 2017-08, **Attachment 3**, will postpone Directors Couch, Mayo and Wheelers' term expiration from 2017 to 2018 and Director Corbett and the vacant seat's term expiration from 2019 to 2020, **Attachment 2**.

Another potential alternative under SB 415 is to conduct the Election in November 2017, but the Board must adopt a plan on or before January 1, 2018, for the future extension or reduction of all Board Member terms to get on an even number election cycle.

#### **Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

#### **Fiscal Analysis:**

Potential savings to the District over time due to consolidation with Statewide general election and reduction in ballot preparation costs.

One-time expense to the District for Humboldt County Elections office to mail notification of approval of change of the election date to voters/District constituents, if approved by the Humboldt County Board of Supervisors.

#### **Environmental Requirements:**

Not applicable

#### **Exhibits/Attachments:**

- Attachment 1 – Senate Bill 415
- Attachment 2 – Current Terms vs. Rescheduled Terms
- Attachment 3 – Resolution 2017-08

**Senate Bill No. 415****CHAPTER 235**

An act to add Chapter 1.7 (commencing with Section 14050) to Division 14 of the Elections Code, relating to elections.

[Approved by Governor September 1, 2015. Filed with  
Secretary of State September 1, 2015.]

**LEGISLATIVE COUNSEL'S DIGEST**

SB 415, Hueso. Voter participation.

Existing law generally requires all state, county, municipal, district, and school district elections be held on an established election date. Existing law also establishes certain dates for statewide elections. Existing law requires any state, county, municipal, district, and school district election held on a statewide election date to be consolidated with a statewide election, except as provided.

This bill, commencing January 1, 2018, would prohibit a political subdivision, as defined, from holding an election other than on a statewide election date if holding an election on a nonconcurrent date has previously resulted in voter turnout for a regularly scheduled election in that political subdivision being at least 25% less than the average voter turnout within the political subdivision for the previous 4 statewide general elections, except as specified.

This bill would require a court to implement appropriate remedies upon a violation of this prohibition. The bill would authorize a voter who resides in a political subdivision where a violation is alleged to file an action in superior court to enforce this prohibition, and it would allow a prevailing plaintiff other than the state or political subdivision to collect a reasonable attorney's fee and litigation expenses, as provided.

*The people of the State of California do enact as follows:*

SECTION 1. Chapter 1.7 (commencing with Section 14050) is added to Division 14 of the Elections Code, to read:

**CHAPTER 1.7. VOTER PARTICIPATION**

14050. This chapter shall be known and may be cited as the California Voter Participation Rights Act.

14051. As used in this chapter:

(a) "Political subdivision" means a geographic area of representation created for the provision of government services, including, but not limited

to, a city, a school district, a community college district, or other district organized pursuant to state law.

(b) “Significant decrease in voter turnout” means the voter turnout for a regularly scheduled election in a political subdivision is at least 25 percent less than the average voter turnout within that political subdivision for the previous four statewide general elections.

(c) “Voter turnout” means the percentage of voters who are eligible to cast ballots within a given political subdivision who voted.

14052. (a) Except as provided in subdivision (b), a political subdivision shall not hold an election other than on a statewide election date if holding an election on a nonconcurrent date has previously resulted in a significant decrease in voter turnout.

(b) A political subdivision may hold an election other than on a statewide election date if, by January 1, 2018, the political subdivision has adopted a plan to consolidate a future election with a statewide election not later than the November 8, 2022, statewide general election.

14053. Upon a finding of a violation of subdivision (a) of Section 14052, the court shall implement appropriate remedies, including the imposition of concurrent election dates for future elections and the upgrade of voting equipment or systems to do so. In imposing remedies pursuant to this section, a court may also require a county board of supervisors to approve consolidation pursuant to Section 10402.5.

14054. In an action to enforce subdivision (a) of Section 14052, the court shall allow the prevailing plaintiff other than the state or political subdivision of the state, a reasonable attorney’s fee consistent with the standards established in *Serrano v. Priest* (1977) 20 Cal.3d 25, 48-49, and litigation expenses including, but not limited to, expert witness fees and expenses as part of the costs. A prevailing defendant shall not recover any costs, unless the court finds the action to be frivolous, unreasonable, or without foundation.

14055. A voter who resides in a political subdivision where a violation of subdivision (a) of Section 14052 is alleged may file an action pursuant to that section in the superior court of the county in which the political subdivision is located.

14056. This chapter does not apply to special elections.

14057. This chapter shall become operative on January 1, 2018.

## Current Board Terms

Term Expiration	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Corbett	C			VC	C						
Vacant											
Mayo		VC	C			VC	C				
Couch			VC	C			VC	C			
Wheeler	VC	C			VC	C					

## Proposed Reschedule of Board Rotation and Terms by Resolution 2017-08

Term Expiration	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Corbett	C			VC	C						
Vacant											
Mayo		VC	C			VC	C				
Couch			VC	C			VC	C			
Wheeler	VC	C			VC	C					

**RESOLUTION 2017 – 08**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT  
TO RESCHEDULE ELECTION OF GOVERNING BOARD MEMBERS**

**WHEREAS**, the McKinleyville Community Services District (“District”) is a Community Services District organized and operating entirely within the County of Humboldt pursuant to California Government Code section 61000 et seq; and

**WHEREAS**, California Senate Bill 415, an act (which may be cited to as the California Voter Participation Rights Act (herein “the Act”)) to add Chapter 1.7 (commencing with Section 14050) to Division 14 of the Elections Code, was approved by the California Governor and filed with the Secretary of State on September 1, 2015; and

**WHEREAS**, commencing January 1, 2018, the Act prohibits a political subdivision from holding an election other than on a statewide election date (i.e. “off-cycle”) if holding an election on a non-concurrent date has previously resulted in voter turnout for a regularly scheduled election in the political subdivision being at least 25% less than the average voter turnout within the political subdivision for the previous four statewide general elections; and

**WHEREAS**, the current date for election of members of the Board of Directors of the District is every two (2) years on the first Tuesday after the first Monday in November of odd-numbered years (e.g. November 2017 and 2019); and

**WHEREAS**, statewide general elections are held in California only in June and November of even-numbered years (e.g. next election June and November 2018) (Elections Code section 1001); and

**WHEREAS**, generally voter turnout is greater for statewide general elections than for local elections, including special district board member elections held in November of odd-numbered years; and

**WHEREAS**, the Board wishes to increase voter participation in elections for Board members; and

**WHEREAS**, the District may achieve a savings in the cost of its elections, if the District’s elections are consolidated with the statewide general elections; and

**WHEREAS**, as a result of these facts, the Board desires to change the date of future board member elections to be consolidated with the California statewide general election in order to save public funds and provide greater voter input into school board elections; and

**WHEREAS**, under sections 61020 and 61021(c) of the Government Code, the elections and terms of office for board members are determined pursuant to the Uniform District Elections Law (Elections Code section 10500 et seq.);

**WHEREAS**, Pursuant to Elections Code 10505(d), the District is authorized by section 10404 of the Elections Code to adopt a resolution requiring that its Board-member elections be held on the same day as the statewide general elections; and

**WHEREAS**, if the change in election date is approved, it is requested that the new election date be moved from the first Tuesday after the first Monday in November 2017 to the first Tuesday after the first Monday in November 2018 with board members whose terms would have expired in 2017 being extended to 2018 and board members whose terms would have expired in 2019 being extended to 2020, as required by Elections Code section 10404(i).

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the McKinleyville Community Services District does hereby find, determine and/or declare, as follows:

1. Each of the foregoing is true and correct.
2. The Board of Directors declares its intent to adopt this resolution to consolidate the election date for members of the Board with the date for the California general election in November in even-numbered years (Elections Code section 1001) pursuant to Elections Code section 10404(b).
3. The Board Secretary will forward this resolution to the Humboldt County Board of Supervisors explaining the rationale for the resolution and requesting formal approval of the change by the Board of Supervisors at a public meeting held within 60 days after submission and after the resolution has been posted in accordance with the law.
4. The Board Secretary will notify the Humboldt County Elections Office that the District is prepared to pay the expense of mailing notice of approval of the change in election date by the Humboldt County Board of Supervisors as required by Elections Code 10404(f).
5. If the consolidation of election is approved by the Board of Supervisors, the date of that election will be moved to the first Tuesday after the first Monday in November 2018 and each subsequent board member election will be held two years thereafter in November of even years.

**ADOPTED, SIGNED AND APPROVED** at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on March 1, 2017 by the following polled vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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David Couch, Board Vice President

Attest:

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Emily Abfalter, Board Secretary

## McKinleyville Community Services District

### BOARD OF DIRECTORS

March 1, 2017

TYPE OF ITEM: **INFORMATION**

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**ITEM: F.2.A**                      **Support Services - February 2017 Report**

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

**TYPE OF ACTION:**          **None**

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

The District has deposited \$839,274.60 to date into the Trust Account for reserves recovery as of December 31, 2016. This represents 77.2% of the \$1,087,684.00 total reserve that need to be recovered.

The District has \$323,719.53 to date in the Trust Account for the next Biosolids Disposal project.

Customer adjustments year-to-date total \$7,792.70, which represents 65% of the annual \$12,000 budget for this sub-item. (GL# 501-62120)

Total Board Travel year-to-date equals \$11,111.70, set against an annual budget of \$12,000. As there are Board approved travel expenses that have not yet been incurred, this line item is likely to go over budget and require a Board approved budget amendment. (GL# 001/005/501/551 62090-888)

Budget Update: The Draft Capital Improvements budget for Operations is part of this month's Board Packet. Line item detail and an explanatory narrative are included. The Parks/General Fund Draft operating budget will be presented next month.

Treasurer's Report Highlights: Water Fund capacity fees of \$10,473.00 were collected during January, for a year-to-date total of \$91,916.00. Wastewater Fund capacity fees increased by \$24,864.00 for a total of \$167,774.00. Neither Capital Contributions nor Capacity fees are included in the income vs. expenses graphs of the Treasurer's Report.

The final several pages of the Treasurer's Report are a listing of all the District's check payments for a given month. This Cash Disbursement Report provides transparency and public disclosure for the expenditure of District funds. While all checks and vendor payments are listed, some information is redacted out of the report. Both law and ethics require that the District keep certain information confidential. Customer names and other customer identifying information are removed from refund checks which are run through the Accounts Payable system. Likewise, payroll amounts paid to specific



employees are summarized, rather than listed individually. Total salary information is disclosed to the public as required by law on the State Controller's Office website each year for each District employment position.

## **OTHER UPDATES**

The seventh disbursement from the State Revolving Fund loan for construction costs related to the new Wastewater Management Facility was received at the beginning of February. Disbursement request #08 has been reviewed and sent to the State Revolving Fund. Disbursement request #09 is being processed. On the Debt page of the Treasurer's Report, the loan principal amounts will be accumulated until the SRF provides a final loan amount after construction is finished in FY2017-18.

The District's Possessory Interest report was submitted to the County of Humboldt ahead of the February 15, 2017 deadline. Information on the District's wastewater rates and capacity fees was also submitted at the request of the State Water Resources Control Board.

An Emergency Operation tabletop exercise for all Department Heads was completed on January 30<sup>th</sup>, with the next one tentatively scheduled for March 16<sup>th</sup>.

# McKinleyville Community Services District

## BOARD OF DIRECTORS

March 1, 2017

TYPE OF ITEM: **INFORMATION**

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**ITEM: F.2.B**                      **Operations Department – January 2017 Report**

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

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

### **Water Department:**

#### **Water Statistics:**

The district pumped 35.7 million gallons of water in January. Seven water quality complaints were investigated and rectified. Daily, weekly and monthly inspections of all water facilities were conducted.

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

Annual routine testing was conducted in Route 1 along with a minimal number of retests. Customers with failed DCV's were notified to make repairs and call the office to schedule a retest. Semi-annual well cap inspections were also completed.

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

The maximum water usage day was 1.8 million gallons and the average usage per day was 1.2 million gallons.

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

Weekly Bacteria Samples were collected on Schedules 1,2, 4, 5 and 6 which represent different locations in the water system. The schedules are made up of a sample taken in each pressure zone. Two angle-stops were replaced due to not operating properly. A water service line leak was repaired on Central avenue due to old brittle piping. Valves were exercised as part of the Valve Exercise Program. A report is filled out for each valve when completed. Any issues found in the field are flagged for repairs. The meter replacement program is still ongoing. The seasonal staff hired to replace meters are done for the year and will return in July. Approximately 66% of the system is now radio reads.

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

The Cochran Road 1.5 Million Gallon Tank Painting Project is in process. At this point, the interior is completed, tank has been filled, sampling has been collected and tank is back on-line. The cathodic protection has been installed in the tank and will stay powered off until 11 months have passed. The contractor will return in April to paint the exterior due to current weather conditions. Pumps were serviced at the Northbank station as part of the maintenance schedule. Screens were installed on the Cochran pumps for safety precaution.

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>2016</b>	<b>% Reduction</b>	<b>2016 Recycled</b>	<b>R- GPCD</b>
<b>January</b>	38.241	33.054	14	0	49
<b>February</b>	33.751	31.319	9	0	51
<b>March</b>	36.244	33.761	7	0	49
<b>April</b>	39.755	34.892	13	0	51
<b>May</b>	49.407	36.635	26	11.3	53
<b>June</b>	51.337	44.589	14	22	61
<b>July</b>	54.757	47.992	13	14.7	61
<b>August</b>	55.908	46.442	17	16.1	64
<b>September</b>	45.702	45.201	2	6	69
<b>October</b>	39.439	36.613	8	14.7	59
<b>November</b>	34.879	33.224	5	0	50
<b>December</b>	35.203	34.782	2	0	49
	<b>2013</b>	<b>2017</b>	<b>% Reduction</b>	<b>2016 Recycled</b>	<b>R- GPCD</b>
<b>January</b>	38.241	35.670	7	0	50

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

### **New Construction Inspections:**

Central Estates Phase 2D; All water main and services have been installed. All sewer mains and laterals have been installed. PG&E have started their underground installation. Testing will continue once they are done. McKinleyville BMW Expansion; A 4" fire service was tapped and installed. DCV and sampling still remains on the check list. Grocery Outlet; The water main crossing Central Avenue should happen soon.

## **Sewer Department:**

### **Waste Water Statistics:**

41 million gallons of wastewater were collected and pumped to the W.W.M.F. 53 million gallons of wastewater were treated and discharged to land disposal or reclamation in January.

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

### **Sewer Station Maintenance:**

Several trees at the B Street Station were limbed and cleaned up due to high winds and rainfall weakening them. The driveshaft for pump 2 at the Fischer station was removed, repaired and placed back into service. Wet well washing, grit pit cleaning, pump shimming and motor service was completed at the Fischer and B Street sewer lift stations. The blower in the Fischer station drywell was repaired by staff due to it tripping the breaker.

### **Sewer Collection System:**

Grease traps were inspected at required facilities. Customers that are out of compliance were notified to have their traps pumped and possibly shorten their pumping schedule. The flow totalizer was installed in selected manholes to collect wet weather flow. This data will be used against dry weather flow to help located inflow and infiltration. This process will take approximately 2 months to complete. A sewer main was modified in Grace Park due to storm water running into the main. During that time, a broken lateral was noticed and repaired. Staff has been inspecting manholes for Inflow and Infiltration during the wet winter due to influent flows rising. Staff has found and repaired several leaks and has found a couple illegal connections where customers were draining their flooded yards into the sewer collection system. The customers were contacted and repairs were made to stop the illegal discharge of storm water. Staff will continue to look in manholes for clear water and possible leaks while the water table is high.

### **Wastewater Management Facility:**

The Chlorine Contact Basin was drained and cleaned with fire hoses. O&M manuals were collected from the plant, scanned and sent to the engineers to include into the new facility upgrade O&M binder. Two plugged aerators were pulled from the ponds, had rags and debris removed and placed back into service.

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

Weekly well monitoring was conducted along with the Fischer Ranch tree farm as part of the tree farm pilot study. An irrigation plan is still pending. Wells will be used to monitor the uptake of each tree species.

### **Street Light Department:**

One streetlight complaint was reported in January due to a bad photo cell.

### **Promote Staff Training and Advancement:**

Weekly tailgate meetings and training associated with job requirements. Staff attended the annual Basic Office Safety refresher. Several staff members attended the annual HAZWOPER training.

**Special Notes:**

Quarterly well samples were collected and sent to the lab.  
Quarterly, annual and semi-annual samples were collected as part of the NPDES permit  
Tractors, Dump Truck and Vac-con received their annual DOT inspection.  
Monthly river samples were completed.  
Monthly Self Monitoring Reports (DMR/SMR) were submitted.  
Public Water Monthly Monitoring report was submitted.  
Monthly Water Quality report was sent to the Dept. of Health.  
Monthly Pesticide applicator report was submitted to Department of Agriculture.  
IPM group held a couple meetings to work on the Matrix.  
Acute samples were collected and sent to the lab.  
Staff members attended an Emergency Operations meeting.  
The annual Sanitary Sewer Management Plan audit was completed along with training.

**WWMF upgrade status:**

The Clarifiers have been water tested and backfilled around the exterior walls. The mechanical equipment is being installed inside the clarifiers. The maintenance building, Vac-con dump area and headworks are approximately 85% completed. Contractors have been installing a majority of the underground piping. The contractors have been dealing with wet weather and trying to keep the site manageable. The time lapse camera footage is still being collected and will continue through the construction phase. Weekly meetings have been held to discuss progress and scheduling.

**Parks:**

Several open space zones received mowing, hedging and maintenance as part of the Open Space Maintenance Zone agreements. The Facilities were mowed and cleaned as part of the weekly schedule along with rental events. Tree and limb removal has happened at several locations due to weather conditions. Fence railings were replaced at the Botanical Garden. Restrooms were cleaned and painted at the Hiller Sports Site along with mowing and storage building cleaning. The Hiller Park bathrooms also received a coat of paint. Tree pruning was conducted at the Central Estates and the Heartwood Open Space Zones.

**GIS:****Management Plans:**

Updated Plans and Programs (PP) binder to reflect added plans to binder and recent safety meeting trainings.  
Completed calendar to track necessary trainings for MCSD programs/plans.  
Conducted in-house biennial audit of the Sanitary Sewer Management Plan/Overflow Emergency Response Plan.  
Reviewed citations from OSHA audit to prepare for potential appeals.

**Maps Completed:**

Created multiple maps for USAN.  
Created Field Map of Anderson Rd.  
Updated Sewer and Water layers to reflect current lines/lateral locations.

**Sanitary Sewer Collection System Survey Water Year 2017**

Updated Sewer Flow Tote data for WY 2017 survey:

Reorganized raw flow data.

Updated all flow excel spreadsheets

Continued to add current data to spreadsheets as it came in from the field.

Created SOP for downloading/uploading Flow Tote data from Hach Data Logger to Field laptop.

**Misc. Work Completed**

Service Orders.

Trained on in field USAN

Transported vehicles to and from Harper Ford for maintenance work.

Compiled requested files into folder for GHD consultants regarding the Water and Sewer Mainline Master Plans.

Reviewed and completed edits from Mike Downey for MCSD Fiscal Sustainability Plan: Wastewater Treatment Plant Upgrade Project 2016.

# McKinleyville Community Services District

## BOARD OF DIRECTORS

March 1, 2017

TYPE OF ITEM: **INFORMATION**

**ITEM: F.2.C Parks & Recreation Director's Report for February 2017**

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

**TYPE OF ACTION: None**

### TEEN & COMMUNITY CENTER:

To date, the following funding has been secured for the Teen & Community Center:

Organization	Amount	Purpose
Mad River Rotary-Donation	\$25,000	Commercial Kitchen
Mad River Rotary-Grant (2015)	\$2,000	Commercial Kitchen
Mad River Rotary-Grant (2016)	\$3,000	Music equipment
McKinleyville Area Fund (2014)	\$3,000	Audio-Sound System
McKinleyville Area Fund (2016)	\$2,500	TV's and Blue Ray player
Humboldt Area Foundation	\$10,000	Tables & Chairs for Classrooms
McKinleyville Kiwanis Club	\$2,000	Computer equipment
Legacy Path & Giving Tree donations	\$21,595	Unrestricted
Karaoke Night event	\$593	Unrestricted
Pints for Non-Profits	\$743	Unrestricted
Umpqua Bank	\$1,200	Landscaping
<b>TOTAL:</b>	<b>\$71,631</b>	

Staff continue to solicit donations for the Teen & Community Center through brick and leaf sales. The second order of bricks will be placed by the middle of February. The turnaround time for the engraved bricks is 6-8 weeks. Staff plans to have the second round of bricks installed by May 2017.

Boys & Girls Club of the Redwoods Teen Club in McKinleyville is serving 35-40 youth per day in the after school hours. Most of these youth are in the middle school age range. BGCR staff continue to reach out to the high school to increase connections with high school age teens.

### RECREATION ADVISORY COMMITTEE:

The Recreation Advisory Committee met on Thursday, February 16, 2017. The notes from the meeting are attached as **Attachment 1**.

### RECREATION PROGRAM UPDATES:

- Kids' Club After School Program - *Dows Prairie site is full Monday-Thursday. Beginning this month in partnership with the McKinleyville Family Resource*

*Center we have two Americorp Volunteers working at the program two days each week in order to connect with more youth and families who may benefit from additional assistance and support.*

- *Playgroup- Playgroup is consistently serving 20-28 children ages 0-5 on Tues, Thurs, and Fri each week.*
- *Jiu Jitsu- This leisure program has served 10-15 youth each session. The most recent session ended Feb. 9<sup>th</sup>. The next session will begin Feb. 28<sup>th</sup>.*
- *Breakout- President's Week Breakout will run next week. As of today 41 children are registered for the program. We expect that number to increase before Tuesday of next week.*
- *Youth Basketball League- The youth basketball league is 2/3 through the season. It has been a successful season so far with very little drama and some really competitive games.*
- *Pee Wee Basketball-Registration for the Pee Wee Basketball league serving children in Kindergarten thru 2<sup>nd</sup> grade is currently underway. The league will begin April 17-June 10, 2017. Kindergarteners play in a separate division from 1-2 graders. This is a coed league that focuses on teaching the fundamentals of basketball.*
- *Drop in Pickleball-Continues to run successfully on Volunteer efforts. We had to drop the Friday evening session during the Youth Basketball League season, but it will be brought back when that YBB ends after March 10<sup>th</sup>.*
- *Drop in Basketball-Continues to draw 25-30 participants each week.*
- *Humboldt Hoops 3 on 3 Tournament-Staff is currently preparing and promoting this annual event. Event Sponsorships are coming in and teams are signing up. The tournament will run March 24-25, 2017.*
- *Tot-letics-Staff has developed a plan and confirmed the staffing for our new toddler sports program. The first session will be Soccer and will run April 8-May 13<sup>th</sup>.*
- *Adult Basketball-In the past we have run an adult 3 on 3 basketball program. We've had several community members contact us wanting a full 5 on 5 Adult league. Staff has outlined the budget for this program and working to confirm referees for this Co-ed League that will begin April 25<sup>th</sup>. Registration is \$500 per team.*
- *Futsal- This coed league will run Wednesday evenings beginning March 15<sup>th</sup> and run through May 24<sup>th</sup>. \$60 per player for the whole season or \$10 drop-in.*

#### **OTHER UPDATES:**

- The Recreation staff welcomed an HSU Student Intern this month. Audrey Cole began her internship on January 18, 2017. She will complete 270 hours of service over the next 5 months. Audrey has selected her primary project for her internship, and will be planning and implementing a Dodgeball tournament fundraiser in July 2017.
- Staff drafted the Hiller Sports Site Use Agreements for Youth Sports Organizations and shared the draft with the Youth Sports Organizations who intend to use Hiller Sports Site fields in 2017. The Drafts were shared and comments were requested. No comments were received and the Agreements submitted for Board approval March 1, 2017 are final.



- Staff finalized the structure, budget and staffing plan for a toddler sports program to replace the KinderSports leisure class. Tot-Letics will begin the first session on April 8, 2017, and will be teaching the sport of soccer to children 3-5 years old.
- Staff have begun preparing for the 12<sup>th</sup> Annual Humboldt Hoops Youth 3 on 3 Basketball tournament. The tournament will be held March 24-25, 2017. It is open to youth in 3<sup>rd</sup>-12<sup>th</sup> grades. \$140 per team. Teams may have 3-5 players. Teams must register by March 17, 2017.
- Staff submitted a grant request to the McKinleyville Area Fund in the amount of \$3,000 to go towards the purchase of commercial kitchen cooking supplies (i.e. pots, pans, baking pans, mixing bowls, utensils etc.)
- Staff submitted a funding request to Mad River Rotary Club in the amount of \$4200 for the replacement of portable basketball hoops used in the Pee Wee Basketball program. Currently the department owns only two portable hoops and borrows two hoops from the city of Arcata, Recreation Division each year for the Pee Wee League. The program would be more efficient and less labor intensive with the purchase of new hoops.
- Staff has been updating the McKinleyville Parks & Recreation data in the National Park & Recreation Parks Metrics community assessment tool. This tool allows communities to compare services, amenities and related costs and revenues to other communities within the state and/or across the country.

#### **Exhibits/Attachments**

- Attachment 1 – RAC Meeting Notes 2-16-17

**Thursday, February 16, 2017**

**6:30pm**

Recreation Advisory Committee Meeting

NOTES

**Members Present:** John Kulstad, Mary Burke, David Couch, Chad Sefcik, Charlie Caldwell, David Coelho, Jeff Dunk, Johnny Calkins, Kevin Collins

**Members Absent:** George Wheeler, Bill Prescott, Addison O'Hanen

Guest/Public: Audrey Rose Cole-Rec. Intern

**Meeting Notes:**

Communications:

- No Communications

Public Comment:

- No Public Comment

March Meeting Date:

- Staff will be out of town on March 16, 2017 and requested that the next meeting be moved to March 23, 2017. No objections to the alternate date were raised and the RAC members present unanimously agreed to move the March meeting date back one week to March 23, 2017.

FY 2017-2018 Recreation Program Budget Review:

- Staff presented projected program revenues and expenses for the upcoming fiscal year including information about new programs.

FY 2017-2018 Facilities Budget Review:

- Staff presented projected facilities revenues and expenses for the upcoming fiscal year.
- RAC members discussed the difference between revenues and expenses, and the fact that facilities and parks do not generate as much money in use revenues as it costs to operate and maintain them.
  - Member J. Dunk felt it important to highlight that fact to illustrate the reliance that the parks and recreation department has on measure B revenues to support our public facilities and parks.

2010 Measure B Feasibility Survey Results Review:

- Staff presented the results of the 2010 Measure B Feasibility Survey, highlighting the information collected at that time pertaining to the support for Parks and Recreation spending of Measure B funds.
- Members commented that while the information is useful, it is important to consider that survey analysis presents one piece of a story and that a variety of things may have influenced the way people answered those questions at the time.

Outdoor Basketball Hoop:

- RAC members C. Sefcik and J. Calkins brought up the fact that the region of McKinleyville from Hiller to School and west of Central Ave. is lacking in an outdoor basketball hoop and backboard.

- They wondered about the feasibility of posting a single hoop and backboard in the south eastern corner of the parking lot at Hiller Sports Complex.
  - Staff expressed concerns regarding liability given that it is a parking lot and at times it is full of cars including cars parking along the southern edge of the lot, precisely where they suggested a basketball hoop could be located.
  - Staff agreed that it is a relatively underserved region of McKinleyville in terms of outdoor basketball opportunities, and that the RAC members were welcome to develop a comprehensive plan, including funding for purchase and installation of a hoop as well as plans for mitigating District liability and present it to the RAC, District General manager and Board of Directors.
    - J. Calkins and C. Sefcik said they'd be willing to do more research.

#### Recreation Program Reports:

- Kids' Club After School Program-*Dows Prairie site is full Monday-Thursday. Beginning this month in partnership with the McKinleyville Family Resource Center we have two Americorp Volunteers working at the program two days each week in order to connect with more youth and families who may benefit from additional assistance and support.*
- Playgroup- *Playgroup is consistently serving 20-28 children ages 0-5 on Tues, Thurs, and Fri each week.*
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- Adult Basketball-*In the past we have run an adult 3 on 3 basketball program. We've had several community members contact us wanting a full 5 on 5 Adult league. Staff has outlined the budget for this program and working to confirm referees for this Co-ed League that will begin April 25<sup>th</sup>. Registration is \$500 per team.*

- *Futsal- This coed league will run Wednesday evenings beginning March 15<sup>th</sup> and run through May 24<sup>th</sup>. \$60 per player for the whole season or \$10 drop-in.*

#### Committee Reports:

- Hewitt Ranch (John Kulstad): Nothing to report
- Skate Park (Charlie Caldwell):
  - C. Caldwell reported that the Humboldt Skate Park Collective had received an anonymous donation of \$70k toward a skatepark in McKinleyville. He reported that the HSPC is currently preparing a presentation and request of Right of Entry for District property for the development of a skate park.
  - Staff reported that the intended Right of Entry request will be brought to the MCSD Board of Directors at the March meeting as an informational item so that the Board can begin discussing and considering grant of District property for a skate park.
- Property at School Road and Washington Ave (Chad Sefcik): Nothing to report
- Riverfront property (Jeff Dunk): Nothing to report
- Fischer Ranch Estuary Project (Mary Burke):
  - M. Burke reported that a planning/update meeting for the project will be held February 21<sup>st</sup> at which time design options will be discussed and presented for both the habitat and trail components of the project.
    - Once designs are in the final stages they will be brought to the MCSD Board of Directors for review.
  - During M. Burke's report she had an unrelated comment/question regarding the trails around the Wasterwater treatment ponds at Hiller Park. The trail access at Hammond trail is deeply underwater. She wondered if perhaps a bridge project could be solicited from a local boy scout troop or eagle scout, or perhaps MCSD knew of other solutions to this issue as it currently is not passable.
- BMX Bike Track (Charlie Caldwell): Nothing to report

#### Agenda Items for March Meeting:

- Skate Park Right of Entry Request and Presentation
- Outdoor Basketball Hoop

#### Adjournment:

- Moved by J. Calkins, 2<sup>nd</sup> by J. Dunk
- Adjourned at 7:38pm

# McKinleyville Community Services District

## BOARD OF DIRECTORS

March 1, 2017

TYPE OF ITEM: **INFORMATION**

**ITEM: F.2.D General Manager's Report for March 2017 Meeting**

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

**TYPE OF ACTION: Information Only**

**A summary of activity for the month of February 2017**

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

• Accountant Discount	\$155
• Audit Services Discount	\$3,000
• Roller Racer Cost Share w/ Boys and Girls Club	\$500
• Lamination Pouch Purchase with MPRA Gift Card	\$25
• Sound System Repairs at Azalea Hall	\$750
• Driveline Repairs at Fischer Rd. Lift Station	\$240
• Push Camera Repair	\$180
• Humboldt County Inmate Crew	\$1,218
• SWAP	\$6,960
• Community Service Workers	\$1,104
• Northern Humboldt Employment Services	\$2,536

Total cost savings for **February** are \$16,668

***The cumulative cost savings to the District to date  
from July 1, 2016 is \$145,273***

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

**Water and Wastewater Mainline Upgrade, Replacement and Rehabilitation Facility Plan** – Negotiations for the scope and effort for Phase 1 of the Facility Plan were completed and a Professional Services Agreement drafted. It is presented in the March agenda for approval by the Board of Directors.

**Potential Alternative Energy Considerations and WWMF .68 megawatt System** – Staff met with an energy consultant to discuss a possible path toward an Alternative Energy Master Plan but due to the work load and time off, little progress was made on this project in February.

**Recoating of Tank 1A** – The tank is back online and the recoating process has been postponed until the weather is conducive with painting the exterior.

**Integrated Pest Management Plan** – The IPM Control Alternatives matrix was completed and fields populated. Staff will be returning to the Board in the coming months to present the IPM components.

**Teen Center** – Due to three contractors and MCSD working to complete the ventilation and fire suppression system, delays have been caused due to coordination. Our staff and the fire suppression contractor have the majority of the work left prior to Fire Marshal Signoff.

**Camino Way OSMZ** – The survey was distributed to the Camino Way residents to determine their wishes related to the Open Space Zone assessment. The deadline to return the surveys was February 10 but at that time, we did not have a majority response. Staff attempted contact with the remaining customers and as of now all but three customers have responded. The tally is 9 in favor of reassessment and 8 in favor of dissolution. This item will be before the board at the April meeting for resolution.

**WWMF Improvements** – A weekly meeting is attended by staff to discuss the three-week rolling schedule, submittals for materials, requests for information and progress to that point. Due to the seasonally high precipitation rates, work was impacted significantly. In February, the control building interior walls were finished, doors and windows hung, and all control and switching equipment installed. Earthwork was accomplished when the weather allowed, and as the fill was placed, the piping and conduits were installed. The clarifier mechanisms and pumps to operate the clarifiers are being installed. Pulling wire through the conduits is proceeding with the insulation testing to verify no grounding of conductors.

**Mad River Flood Plain Project** – Staff attended the 30% design review meeting for Coho pond construction. Design alternatives and hydraulic analysis were reviewed and steps forward were considered. We will proceed to 60% design and at that time return to the board with an update.

**Digital Control, SCADA and Telemetry Upgrade Project** – Due to the age of existing hardware on the wastewater system and unreliable support for the water system, staff will be soliciting proposals for a design build project to update the entire digital control system for our water, sewer stations and tanks. Review of the Request for Proposals is being conducted now, with the proposal being circulated in March.

**Measure B Intent to Collect** – The annual procedure to remain Proposition 218 compliant is underway. Review of the Engineer’s Draft Report was conducted, the Intent and Initiating Resolutions will be brought to the Board at the March meeting preceded by the Public Hearing in April.

**Meetings** – The General Manager attended various meetings this month.

**Exhibits/Attachments**

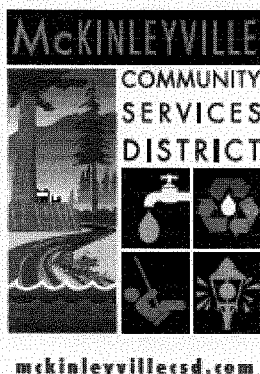
- Attachment 1 – WWMF Monthly Self Monitoring Report

**PHYSICAL ADDRESS:**

1656 SUTTER ROAD  
McKINLEYVILLE, CA 95519

**MAILING ADDRESS:**

P.O. BOX 2037  
McKINLEYVILLE, CA 95519

**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

February 22, 2017

**RE: MONTHLY MONITORING REPORT**

Dear Justin:

Enclosed is the Monthly Monitoring Report for January 2017 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 31 days to Discharge Point 001. The required monitoring and water quality constituents that were tested and reported were in compliance in January.

The requirement for BOD is 45 mg/L, 604 lbs/day and 65% removal for the monthly average with four weekly tests in January that represent eleven criteria. The BOD results for January 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 January which represent three criteria. The TSS results for January 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 January 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 January are as follows. Median was <1.8 and a Maximum of 2. Four samples were collected in the month of January and were in compliance.

Monthly River Monitoring was conducted in January.

Quarterly well samples were conducted in January.

Annual, Semi-annual and quarterly samples were conducted in January.

Acute testing for January was conducted using Rainbow Trout and C.Dubia. Rainbow Trout had a 100% survival and C.Dubia had a 100% survival.

WWMF Upgrade Status: Clarifier "A" and "B" mechanical equipment is being installed. The headworks and maintenance building are 85% completed. Underground conduit is being installed along with running wire. Aeration basin 2 is still under construction. The biosolids basin is lined. The rain has slowed the project down a little. Backfilling around the clarifiers is in process. Weekly meeting have been conducted with District staff, contractors, engineers and the project manager. Contractors have 521 days to complete the project. They have projected to be completed by July 2017.



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

**JANUARY 2017**

Discharge Monitoring	002 M-003	002 M-003	004 M-005	003 M-004	006 M-007	005 M-006	001 M-002				
DATE	INFLUENT MGD	EFFLUENT MGD	MAXIMUM GPM	N.POND MGD	S.POND MGD	FISCHER MGD UPPER	FISCHER MGD LOWER	PIALORSI MGD	HILLER MGD	IRRGATE TOTAL MGD	RIVER MGD
1	1.046	1.770	1275							0.000	1.770
2	1.165	1.827	1294							0.000	1.827
3	1.316	1.653	1286							0.000	1.653
4	1.326	1.409	986							0.000	1.409
5	1.241	1.301	987							0.000	1.301
6	1.148	1.497	1199							0.000	1.497
7	1.285	1.701	1201							0.000	1.701
8	1.423	1.700	1248							0.000	1.700
9	1.428	1.729	1226							0.000	1.729
10	1.587	1.813	1364							0.000	1.813
11	1.471	1.992	1486							0.000	1.992
12	1.397	1.670	1438							0.000	1.670
13	1.307	1.460	1245							0.000	1.460
14	1.310	1.789	1252							0.000	1.789
15	1.290	1.788	1255							0.000	1.788
16	1.282	1.326	1255							0.000	1.326
17	1.203	1.003	703							0.000	1.003
18	1.336	1.460	1401							0.000	1.460
19	1.414	1.380	1321							0.000	1.380
20	1.559	1.468	1278							0.000	1.468
21	1.662	1.836	1286							0.000	1.836
22	1.685	1.856	1303							0.000	1.856
23	1.516	1.878	1317							0.000	1.878
24	1.401	1.531	1336							0.000	1.531
25	1.330	2.059	1525							0.000	2.059
26	1.280	1.715	1535							0.000	1.715
27	1.216	1.741	1570							0.000	1.741
28	1.263	2.254	1580							0.000	2.254
29	1.285	2.267	1585							0.000	2.267
30	1.211	2.265	1590							0.000	2.265
31	1.150	1.917	1574							0.000	1.917
TOTAL	41.533	53.055		0.000	0.000	0.000	0.000	0.000	0.000	0.000	53.055
AVERAGE	1.340	1.711	1319	0.000	0.000	0.000	0.000	0.000	0.000	0.000	1.711
MAXIMUM	1.685	2.267	1590	0.000	0.000	0.000	0.000	0.000	0.000	0.000	2.267
MINIMUM	1.046	1.003	703	0.000	0.000	0.000	0.000	0.000	0.000	0.000	1.003
DAYS	31	31		0	0	0	0	0	0	0	31
DAYS WITH NO DISCHARGE = 0											

McKINLEYVILLE COMMUNITY SERVICES DISTRICT  
WASTEWATER MANAGEMENT FACILITY  
RIVER CFS - EFFLUENT FLOWS -

M-004

RIVER DILUTION

M-005

M-006

January 2017

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	1.046	1.770	1275			1.770	451	5745	1280	9576
2	1.165	1.827	1294			1.827	441	5701	1270	9501
3	1.316	1.653	1286			1.653	531	6823	1520	11371
4	1.326	1.409	986			1.409	2649	26124	5820	43539
5	1.241	1.301	987			1.301	1933	19077	4250	31794
6	1.148	1.497	1199			1.497	1224	14678	3270	24463
7	1.285	1.701	1201			1.701	1058	12703	2830	21171
8	1.423	1.700	1248			1.700	1845	23027	5130	38378
9	1.428	1.729	1226			1.729	8567	105033	23400	175055
10	1.587	1.813	1364			1.813	4640	63289	14100	105482
11	1.471	1.992	1486			1.992	8609	127925	28500	213209
12	1.397	1.670	1438			1.670	4464	64187	14300	106978
13	1.307	1.460	1245			1.460	3198	39814	8870	66356
14	1.310	1.789	1252			1.789	2273	28458	6340	47430
15	1.290	1.788	1255			1.788	1720	21590	4810	35984
16	1.282	1.326	1255			1.326	1402	17595	3920	29326
17	1.203	1.003	703			1.003	2075	14588	3250	24313
18	1.336	1.460	1401			1.460	955	13376	2980	22293
19	1.414	1.380	1321			1.380	3942	52068	11600	86780
20	1.559	1.468	1278			1.468	3688	47130	10500	78551
21	1.662	1.836	1286			1.836	3319	42687	9510	71144
22	1.685	1.856	1303			1.856	3366	43854	9770	73089
23	1.516	1.878	1317			1.878	2802	36896	8220	61494
24	1.401	1.531	1336			1.531	2033	27156	6050	45260
25	1.330	2.059	1525			2.059	1372	20917	4660	34861
26	1.280	1.715	1535			1.715	1111	17057	3800	28428
27	1.216	1.741	1570			1.741	906	14229	3170	23715
28	1.263	2.254	1580			2.254	778	12299	2740	20498
29	1.285	2.267	1585			2.267	711	11266	2510	18777
30	1.211	2.265	1590			2.265	658	10458	2330	17431
31	1.150	1.917	1574			1.917	653	10279	2290	17131
TOTAL	41.533	53.055		0.000	0.000	53.055				
AVERAGE	1.340	1.711	1319	0.000	0.000	1.711	2367	30840	6871	51399
MAXIMUM	1.685	2.267	1590	0.000	0.000	2.267	8609	127925	28500	213209
MINIMUM	1.046	1.003	703	0.000	0.000	1.003	441	5701	1270	9501
DAYS	31	31	31	0	0					
DAYS WITH NO DISCHARGE TO THE MAD RIVER = 0										

## YEAR: 2017

MONTH: JANUARY

## MONITORING DATA

**SPILLS:**

None to report.

Semi-Annual Tests	Value in ug/l
Bis phthalate	N/A
alph-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

ACUTE TOXICITY	
DATE	% Survival
11/7/2017	100%
11/7/2017	100%

CHRONIC TOXICITY	
TESTED	SURVIVAL
Minnow	N/A
C. Dubia	N/A
Algae	N/A
	TL <sub>50</sub>

Total Coliform	
Monthly	
MEDIAN	<1.8
Daily	
Maximum	2

**SIGNATURE:**

 Indicates Permit Exceedance