

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 2, 2016

Closed Session 6:00pm

Regular Meeting 7:00pm

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

AGENDA

Closed Session Meeting 6:00 pm

A. CALL TO ORDER

A.1 Roll Call

A.2 Closed Session Discussion

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

- a. CONFERENCE WITH DISTRICT LABOR NEGOTIATORS (California Government Code § 54954.5 and 54957)

Agency designated representative: Board Members Helen Edwards and David Couch

Unrepresented employee to whom negotiations pertain: All MCSD employees

A.3 Report out of Closed Session

AGENDA

Regular Meeting 7:00 pm

A. CALL TO ORDER

A.1 Roll Call

A.2 Pledge of Allegiance

A.3 Additions to the Agenda

A.4 Approval of the Agenda

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.

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 3, 2016 | Pg. 5 |
| | Attachment 1 – Draft Minutes from February 3, 2016 | Pg. 6 |
| D.2 | Consider approval of January 2016 Treasurer's Report | Pg. 11 |
| 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 | Pg. 30 |
| | Attachment 1 – McKinleyville Little League Agreement | Pg. 31 |
| D.5 | Consider approval of Hiller Sports Complex Facility Use Agreement Contract with McKinleyville Babe Ruth | Pg. 67 |
| | Attachment 1 – McKinleyville Babe Ruth Agreement | Pg. 68 |
| D.6 | Consider approval of Hiller Sports Complex Facility Use Agreement Contract with Humboldt Amateur Softball Association (ASA) | Pg. 104 |
| | Attachment 1 – Humboldt ASA Softball Agreement | Pg. 105 |
| D.7 | Consider approval of the transition of Mary Burke from alternate member to regular voting member of the Recreation Advisory Committee | Pg. 141 |

E. CONTINUED AND NEW BUSINESS

- E.1 2015 California Water Environmental Association (CWEA) Awards Presentation
Attachment 1 – CWEA Award Nomination Forms
Pg. 142
Pg. 143
- E.2 Adopt Resolutions 2016-05 & 2016-06 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 2016/2017; Declaring Intention to Levy and Collect the Fiscal Year 2016/2017 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
Attachment 1 – Resolution 2016-05
Attachment 2 – Resolution 2016-06
Attachment 3 – Draft Annual Engineer's Report for Fiscal Year 2016/17
Pg. 144
Pg. 146
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Pg. 151
- E.3 Approve Memorandum of Understanding between City of Arcata and McKinleyville CSD related to the provision of water and annexation of Eureka Ready Mix property on Boyd Road
Attachment 1 – Eureka Ready Mix Letter 2-10-16
Attachment 2 – Boyd Road Memorandum of Understanding
Attachment 3 – Boyd Road Draft Plan for Services Response
Attachment 4 – Boyd Road Annexation Public Hearing Notice
Attachment 5 – Original Boyd Road Staff Note from 2012
Attachment 6 – Minutes of March 14, 2012 Special Board Meeting
Attachment 7 – LAFCo Process Staff Note 4-3-13
Attachment 8 – Eureka Ready Mix Parcels 2-2016
Attachment 9 – Boyd Road LAFCO Letter 9-2-15
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- E.4 Consider Attendance at the Association of California Water Agencies (ACWA) 2016 Spring Conference and Exhibition in Monterey, May 2-5, 2016
Attachment 1 – Preliminary Agenda
Attachment 2 – Pricing Reference Sheet
Attachment 3 – Registration Terms & Conditions
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Pg. 214
- E.5 Approve Resolution 2016-04 Modifying the Board Policy Manual to add Part 11, Board Self-Evaluation
Attachment 1 – Section 11 for the Board Policy Manual Track Changes (Red Line)
Attachment 2 – Resolution 2016-04 with Exhibits A& B
Pg. 215
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Pg. 217
- E.6 Consider approval of Treatment Selection Criteria from the Integrated Pest Management Plan (IPM), Section 6
Pg. 221
- E.7 Consider discussion of the FY2016-17 Draft Capital Improvement Plan for the Operational Funds: Water, Wastewater, and Streetlights
Attachment 1 – Draft Capital Improvement Plan for Operations
Attachment 2 – Draft Operations CIP Narrative
Pg. 223
Pg. 225
Pg. 229

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

F.2 STAFF REPORTS

- a. Support Services Department (Colleen M.R. Trask) **Pg. 232**
- b. Operations Department (James Henry) **Pg. 234**
- c. Parks & Recreation Department (Lesley Frisbee) **Pg. 239**
 - Attachment 1 – RAC Meeting 2-18-16 Notes **Pg. 242**
- d. General Manager (Greg Orsini) **Pg. 245**
 - Attachment 1 – WWMF Monthly Self-Monitoring Report **Pg. 248**

F.3 PRESIDENT'S REPORT

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

G. ADJOURNMENT

Posted 5:00 pm on February 26, 2016

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 2, 2016

TYPE OF ITEM: **ACTION**

ITEM: D.1 **Approve the Minutes of the Board of Directors' Regular Meeting on February 3, 2016**

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

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

Recommendation:

Staff recommends that the Board review the draft minutes from the February 3, 2016 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 3, 2016 Regular Board Meeting

**MINUTES OF THE REGULAR MEETING OF THE MCKINLEYVILLE COMMUNITY SERVICES
DISTRICT HELD ON WEDNESDAY, FEBRUARY 3, 2016 AT 7:00PM
AZALEA HALL, 1620 PICKETT ROAD, MCKINLEYVILLE, CA**

AGENDA ITEM A CALL TO ORDER

A.1 ROLL CALL: The regular meeting of the Board of Directors of McKinleyville Community Services District convened at 7:00 pm with President Wheeler, Vice President Edwards, Director Corbett, Director Couch, and Director Mayo present.

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

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

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

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

A.4 Approval of Agenda:

MOTION: It was moved to approve the agenda.

Motion: John Corbett; Second: Helen Edwards

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

MOTION SUMMARY: Motion Passed

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 Wheeler opened public comment and the following members of the public spoke:

Sherry Skillwoman, Dows Prairie, commented on the Integrated Pest Management Plan, provided a discussion on the use of corn cob as a possible inclusion into the plan.

AGENDA ITEM D CONSENT CALENDAR:

D.1 Consider approval of the Minutes of the Board of Directors' Regular Meeting of January 6, 2016

D.2 Consider approval of the December 2015 Treasurer's Report

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

D.4 Consider approval of 2016 Spring/Summer Recreation Activity Guide and Recreation Program Fees

MOTION: It was moved to adopt the consent calendar items D.1 – D.4.

Motion: Helen Edwards; Second: Dennis Mayo

There were no objections and no comments by the public.

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

MOTION SUMMARY: Motion Passed

AGENDA ITEM E CONTINUED AND NEW BUSINESS:

E.1 Accept FY2014-15 Audited Financial Statements: Finance Director Trask made her recommendation and advised that the audit has been presented and the auditor provided an unqualified opinion. Kim Windsor, Principal for Hunter, Hunter & Hunt, LLP Certified Public Accountants, provided a brief PowerPoint touching on the opinion, auditing standards, audit requirements and reporting guidelines as well as the requirements for the District and the auditor in the audit process. She also reported on the items that were new standards during this year's processes. Director Mayo asked a question regarding standards for rotating auditors and was advised by Ms. Windsor that there were none; however, Finance Director Trask advised that the District does have standards and they are to go out to bid every three years.

MOTION: It was moved to accept the 2014-15 audited financial statements.

Motion: Helen Edwards; Second: John Corbett

There were no objections and no comments by the public.

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

MOTION SUMMARY: Motion Passed

E.2 Consider Approval of Resolution 2016-02 Naming the New Facility at 1705 Gwin Road "The McKinleyville Teen & Community Center": Recreation Director Lesley Frisbee reviewed the staff note and made her recommendation.

MOTION: It was moved to adopt Resolution 2016-02 Naming the New Facility at 1705 Gwin Road "The McKinleyville Teen & Community Center."

Motion: Dennis Mayo; Second: Helen Edwards

There were no comments from the public or the Board.

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

MOTION SUMMARY: Motion Passed

E.3 Review Information for the Draft Capital Improvement Plan for the Parks & General Fund, FY2016-17: Finance Director Colleen Trask made her recommendation and advised that this item was information only and in Draft form.

There were no comments from the public or the Board

President Wheeler asked about the land acquisition item for \$120 thousand that was earmarked in 2019. It was clarified that there were no set plans for that money at this time.

This item was informational only.

E.4 Consider Attendance to Association of California Water Agencies (ACWA) 2016 Legislative Symposium in Sacramento, CA on March 9, 2016: Presented by the Board Secretary, Becky

Schuetz who reviewed the staff note and advised that Director Mayo will be attending and provided the fiscal impact for other attendees. Director Corbett would like to attend and Director Mayo suggested that they go down and come back in the same day if that was possible.

There was no public comment.

MOTION: It was moved to authorize travel for any interested Board Members to attend the ACWA 2016 Legislative Symposium.

Motion: Helen Edwards; Second: Dennis Mayo

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

MOTION SUMMARY: Motion Passed

E.5 Approve Resolution 2016-03 to endorse a plan Achieving Full Funding of McKinleyville Community Services District's Unfunded Pension Obligations: The agenda item was reviewed by Finance Director Trask who made her recommendation and advised that the GASB 68 had been implemented this year and unfunded pension obligations could be clearly stated on the financial statements. CalPERS is also now amortizing and invoicing over 15 years and the Annual Required Contribution (ARC) has already been paid by the District for the year. The set-asides chart included in the Resolution and Fiscal analysis was reviewed. General Manager Orsini requested that the recommendation be modified to state "approve Resolution 2016-03 to endorse the plan to achieve full funding of McKinleyville Community Services District's Unfunded Pension Obligations." There was a period of questions and answers from the Board to Finance Director Trask which were all answered or clarified.

MOTION: It was moved to approve Resolution 2016-03 to endorse the plan to achieve full funding of McKinleyville Community Services District's Unfunded Pension Obligations.

Motion: Helen Edwards; Second: John Corbett

There was no public comment

ROLL CALL: Ayes; Corbett, Couch, Mayo and Wheeler. Absent; Edwards

MOTION SUMMARY: Motion Passed

E.6 Consider a Nomination for Special District Member Candidate for Humboldt Local Agency Formation Commission (LAFCo): Board Secretary Schuetz reported on the agenda item and advised that one of the candidates, Bruce Rupp, had submitted a letter to the Board prior to the meeting and was in front of the Directors at the beginning of the meeting.

There was no public comment

MOTION: It was moved to nominate Bruce Rupp.

Motion: Helen Edwards; Second: Dennis Mayo

Director Mayo added positive comments about Bruce Rupp at this time. No further Board comments.

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

MOTION SUMMARY: Motion Passed

AGENDA ITEM F REPORTS:

F1. Active Committee Reports

- a. **Recreation Advisory Committee (Wheeler/Couch (alternate)):** President Wheeler referred everyone to Recreation Director Frisbee's notes from the Board packet. No further report given.
- b. **Area Fund (John Kulstad/Edwards):** Director Edwards reported that requests for applications have gone out and will come back at the end of March.
- c. **Redwood Region Economic Development Commission (Mayo/Edwards (alternate)):** Director Mayo had attended and the officers were elected.
- d. **McKinleyville Senior Center Advisory Committee (Edwards):** Director Edwards had been unable to attend, however General Manager Orsini reported that the committee had not met in many years. The Senior Center no longer has an Executive Director, and that the President of the Board now has the authority. The Board was seeking some specific type professions to be represented on their Board, one example being an attorney. There will now be quarterly meetings and it appears that the Seniors are very motivated and seem engaged.
- e. **Audit (Corbett/Edwards):** The audit had been accepted earlier in the evening, nothing further was reported.
- f. **Employee Negotiations (Couch/Edwards):** Did not meet.
- g. **Water Task Force (Wheeler/Corbett (alternate)):** Did not meet.
- h. **AdHoc No Drugs & Toxics Down the Drain (Wheeler/Couch (alternate)):** Did not meet.
- i. **McKinleyville Municipal Advisory Committee (Edwards/Corbett (alternate)):** Director Edwards reported that there had been a meeting, an election of officers held and all of the Board officers remained the same except for the Secretary. The next meeting is scheduled for February 17th to discuss housing for the homeless. The Board of Supervisors would like McKinleyville's input on the topic.
- j. **Cornerstone Committee (Couch):** Did not meet. General Manager Orsini updated the Board that the consultant helping with the business plan and MOU has suggested they hear from the elected members regarding their emotional connection to the Teen Center. He continued advising that he would like Director Edwards be included in the negotiations with SH Cowell and it would require maybe a two meeting commitment. Director Edwards was happy to volunteer. Clarification was requested regarding "emotional connection" and both the General Manager and Recreation Director Frisbee offered direction in that they were looking for our District to be fully committed to the project.
- k. **Groundwater Sustainability Committee (Edwards/Corbett, Mayo):** Director Mayo reported that he had sat in on the Cal Water 2.0 webinar and that there had been 1800 on-line attendees and 700 people present at the forum in Sacramento. He advised that the Governor, among others, had spoken. Director Edwards reported she had attended a meeting with The Buckeye and spoken with Supervisor Fennell about the committee. There was discussion about MCSD not being allowed to be involved officially with the committee and it was suggested that

President Wheeler might request the General Manager to send a letter to Supervisor Sundberg (carbon copy the other Supervisors) regarding the issue of exclusion.

F.2 Staff Reports:

- a. Support Services Department:** Finance Director Colleen Trask reported that the reserves account was up to \$523,824.69 as of the end of December; there was \$80,000 reserved in the trust account for the next Biosolids project and then also reviewed the Investment & Cash Flow report.
- b. Operations Department:** Operations Director James Henry reported on the methods being used to solve the continued problems with the gophers and holes they are creating at Hiller Sports Complex. They have been setting about 70 traps a day and it is killing labor. A new approach has been to dig a one-thousand-foot trench along the barrier of the storm water marsh where they put gopher cloth in three feet deep in an “L” shape. There is also a new tool being used to collapse the tunnels that the gophers are creating. He provided video of how the new “verminator” works.
- c. Parks and Recreation Department:** Recreation Director Lesley Frisbee reported that Parks & Recreation had received a grant for \$50,200 for rubber fill in the parks.
- d. General Manager:** General Manager Orsini had nothing further to add.

F.3 President’s Report: President Wheeler commented that if we found a little extra money we could do a small solar project in-house. Director Edwards asked about the topic of the new solar powered battery and President Wheeler clarified what it was as he had researched it for himself and it is called a power wall. Director Edwards thought maybe we could be a test site. General Manager Orsini advised that we are looking for grants related to solar projects that would include storage. We received news that a grant Notice of Intent was accepted for one of our generator replacement projects and they are trying to tie solar into that project and we can now proceed to the application phase.

F.4 Board comments, announcements, reports and agenda item requests: Director Mayo will be contacting our Legislators when he goes to DC later this month about targeting a specific procurement just for MCSD. One of the interesting points of the Water 2.0 webinar was the sources of money coming out of Prop 1, two Irwin grants specifically for cap and trade, through DWR.

AGENDA ITEM G ADJOURNMENT:

Director Corbett moved to adjourn the meeting and the motion was seconded by Director Edwards.

President Wheeler adjourned the meeting at 8:51pm.

Becky Schuette, Board Secretary

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

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Page 14	Cash Disbursement Report

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

Petty Cash & Change Funds		940.00
<u>Cash</u>		
Operating & Money Market - Beginning Balance		884,270.88
Cash Receipts:		
Utility Billings	493,624.78	
Money Market Account Interest	170.90	
Transfers from County Funds #2560, #4240, CalTRUST	-	
Other Cash Receipts	40,396.85	
Total Cash Receipts		534,192.53
Cash Disbursements:		
Payroll Related Expenditures	(195,191.15)	
Debt Service	(133,449.16)	
Capital & Other Expenditures	(669,790.37)	
Total Cash Disbursements		(998,430.68)
Operating & Money Market - Ending Balance		420,032.73
Total Cash		420,972.73
<u>Investments</u>	<i>(Interest and Market Valuation will be re-calculated as part of the year-end close, if material)</i>	
LAIF - Beginning Balance	128,845.04	
Interest Income	-	
LAIF - Ending Balance		128,845.04
Humboldt Co. #2560 - Beginning Balance	1,520,439.46	
Property Taxes and Assessments	399,575.50	
Transfer to/from Operating Cash	-	
Interest Income	1,128.87	
Humboldt Co. #2560 - Ending Balance		1,921,143.83
Humboldt Co. #4240 - Beginning Balance	3,309,606.85	
Property Taxes	-	
Transfer to/from Operating Cash	-	
Transfer to/from Biosolids Reserve	20,000.00	
Interest Income	5,891.48	
Humboldt Co. #4240 - Ending Balance		3,335,498.33
Humboldt Co. #9390 - Beginning Balance	610,306.24	
Reserves Recovery Deposits	24,102.93	
Interest Income	-	
Humboldt Co. #9390 - Ending Balance		634,409.17
USDA Bond Reserve Fund - Beginning Balance	124,384.00	
Bond Reserve Payment	7,979.17	
Debt Service Payment	-	
Interest Adjustment	52.01	
USDA Bond Reserve Fund - Ending Balance		132,415.18
Market Valuation Account		(180.00)
Meas.B Loan Proceeds, Umpqua - Beginning Balance	203,239.43	
Net Transfer to/from Loan Cash Holding Acct	-	
Interest Income	69.27	
Meas.B Loan Proceeds, Umpqua - Ending Balance		203,308.70
CalTRUST - Beginning Balance	1,195,427.49	
Net Transfer to/from Meas. B Loan Umpqua Acct	-	
Net Transfer to/from Water Fund Capacity Fees Acct	-	
Interest Income/Unrealized Gain/Loss	(1,357.44)	
CalTRUST - Ending Balance		1,194,070.05
Total Investments		7,549,510.30
Total Cash & Investments - Current Month		7,970,483.03
Total Cash & Investments - Prior Month		7,977,279.39
Net Change to Cash & Investments This Month		(6,796.36)
<u>Cash & Investment Summary</u>		
Cash & Cash Equivalents		7,077,212.99
Davis-Grunsky Loan Reserve		600,473.90
Waste Water Capital Reserve		100,380.96
USDA Bond Reserve		132,415.18
I-Bank Loan Reserve		60,000.00
Total Cash & Investments		7,970,483.03

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

	Governmental Funds			Proprietary Funds		
	Parks & General	Measure B	Streetlights	Water	Wastewater	Total (Memorandum Only)
ASSETS						
Current Assets						
Unrestricted cash & cash equivalents	\$ 814,555.49	\$ 772,620.08	\$ (32,293.51)	\$ 2,495,936.35	\$ 3,109,960.23	\$ 7,160,778.64
Accounts receivable	10,228.79	-	3,687.13	244,614.21	211,929.51	470,459.64
Prepaid expenses & other current assets	28,782.14	-	1,248.79	88,056.11	40,776.43	158,863.47
Total Current Assets	853,566.42	772,620.08	(27,357.59)	2,828,606.67	3,362,666.17	7,790,101.75
Noncurrent Assets						
Restricted cash & cash equivalents	181,234.07	-	-	660,473.90	232,796.14	1,074,504.11
Other noncurrent assets	-	-	-	44,530.00	48,704.00	93,234.00
Capital assets (net)	-	-	-	7,911,186.79	13,403,417.59	21,314,604.38
Total Noncurrent Assets	181,234.07	-	-	8,616,190.69	13,684,917.73	22,482,342.49
TOTAL ASSETS	\$ 1,034,800.49	\$ 772,620.08	\$ (27,357.59)	\$ 11,444,797.36	\$ 17,047,583.90	\$ 30,272,444.24
LIABILITIES & FUND BALANCE/NET ASSETS						
Current Liabilities						
Accounts payable & other current liabilities	\$ 19,366.14	\$ 255,799.30	\$ 297.80	\$ 223,204.67	\$ 77,864.91	\$ 576,532.82
Accrued payroll & related liabilities	19,685.30	-	-	37,695.90	37,778.35	95,159.55
Total Current Liabilities	39,051.44	255,799.30	297.80	260,900.57	115,643.26	671,692.37
Noncurrent Liabilities						
Long-term debt	-	-	-	2,924,134.73	740,507.10	3,664,641.83
Other noncurrent liabilities	-	-	-	837,118.87	885,399.61	1,722,518.48
Total Noncurrent Liabilities	-	-	-	3,761,253.60	1,625,906.71	5,387,160.31
TOTAL LIABILITIES	39,051.44	255,799.30	297.80	4,022,154.17	1,741,549.97	6,058,852.68
Fund Balance/Net Assets						
Fund balance	282,616.51	516,820.78	(27,655.39)	-	-	771,781.90
Net assets	713,132.54	-	-	2,435,591.13	2,643,123.44	5,791,847.11
Investment in capital assets, net of related debt	-	-	-	4,987,052.06	12,662,910.49	17,649,962.55
Total Fund Balance/Net Assets	995,749.05	516,820.78	(27,655.39)	7,422,643.19	15,306,033.93	24,213,591.56
TOTAL LIABILITIES & FUND BALANCE/NET ASSETS	\$ 1,034,800.49	\$ 772,620.08	\$ (27,357.59)	\$ 11,444,797.36	\$ 17,047,583.90	\$ 30,272,444.24
Difference in Reclass from Cap Assets to Net Assets:						
Investment in General Capital Assets	\$ 4,512,345.97					
General Long-term Liabilities						
PG&E Streetlights Loan	79,458.95					
Meas. B Loan: Teen/Community Center	1,393,420.00					
OPEB Liability	276,539.23					
CalPERS Pension Liability/Deferred Inflows-Outflows	542,861.00					
Accrued Compensated Absences	61,161.36					
TOTAL GENERAL LONG-TERM LIABILITIES	\$ 2,353,440.54					

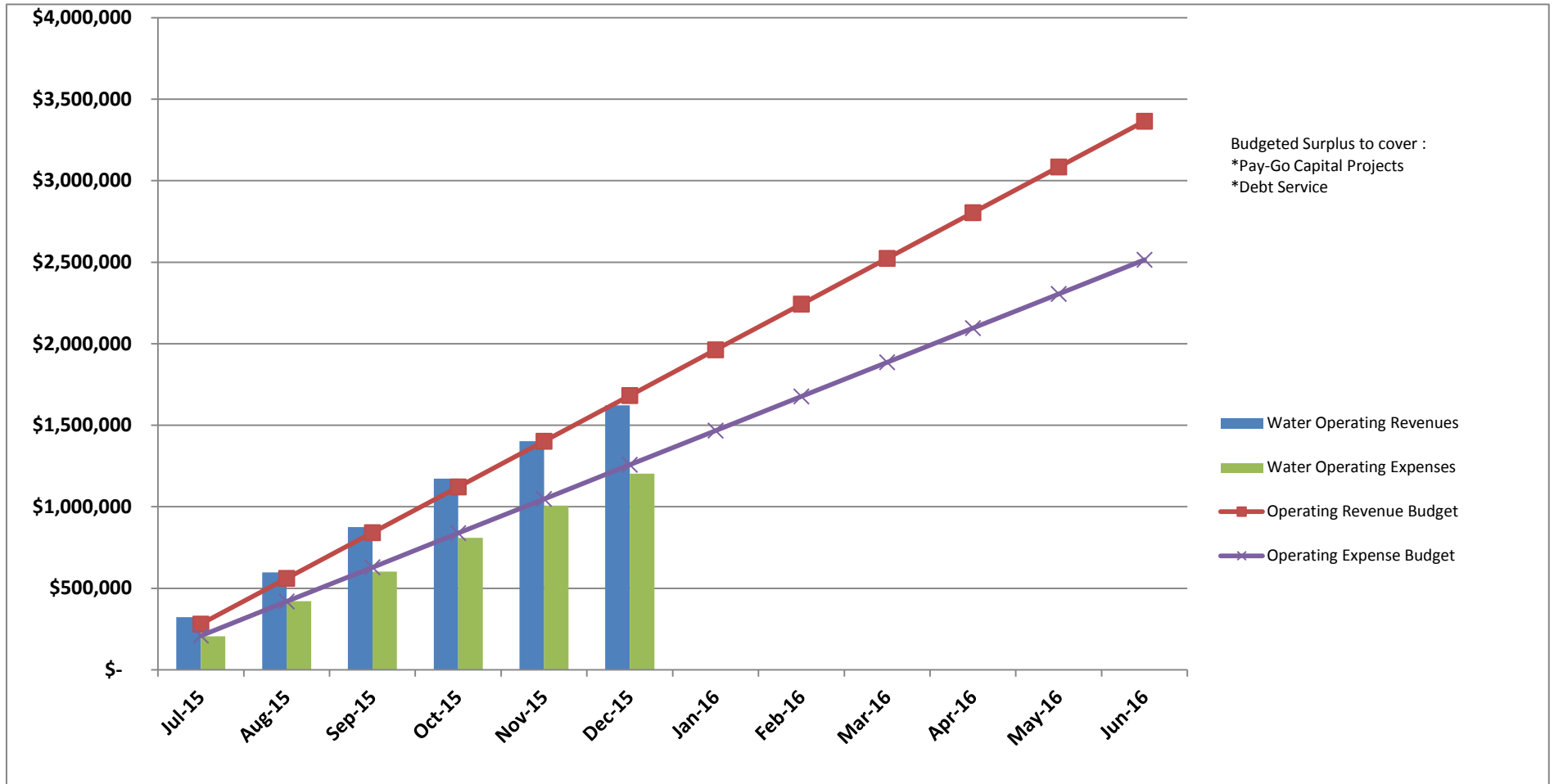
McKinleyville Community Services District
Activity Summary by Fund, Original Budget
Dec 2015

Department Summaries	December	% of Year 50.00% YTD	Original YTD Budget	Over (Under) YTD Budget	Over (Under) YTD Budget %	Notes
<u>Water</u>						
Water Sales	210,095	1,538,102	1,484,604	53,498	3.60%	Budget spread evenly over 12 months - actual water sales vary seasonally
Other Revenues	10,650	386,096	197,730	188,366	95.26%	Includes YTD Capacity Fees of \$44,433 and Contrib. Construction of \$256,860
Total Operating Revenues	220,745	1,924,198	1,682,334	241,864	14.38%	
Salaries & Benefits	72,630	441,077	417,706	23,371	5.60%	
Water Purchased	72,938	433,479	478,676	(45,197)	-9.44%	
Other Expenses	23,444	165,810	203,693	(37,883)	-18.60%	Budget spread evenly over 12 months - actual expenses vary per schedule
Depreciation	27,200	163,200	157,500	5,700	3.62%	
Total Operating Expenses	196,211	1,203,566	1,257,575	(54,009)	-4.29%	
Net Operating Income	24,534	720,632	424,759	187,855		
Interest Income	2,001	7,151	4,156	2,995	72.06%	Interest rate higher than originally estimated
Interest Expense	(6,109)	(36,771)	(36,801)	(30)	-0.08%	
Net Income (Loss)	20,425	691,012	392,114	298,898		
<u>Sewer</u>						
Sewer Service Charges	197,876	1,271,417	1,196,611	74,806	6.25%	Budget spread evenly over 12 months - actual sewer charges vary seasonally
Other Revenues	4,524	429,478	197,634	231,844	117.31%	Includes YTD Capacity Fees of \$78,821 and Contrib. Construction of \$310,090
Total Operating Revenues	202,400	1,700,896	1,394,245	306,651	21.99%	
Salaries & Benefits	75,923	447,509	467,221	(19,712)	-4.22%	
Other Expenses	37,022	222,674	278,960	(56,286)	-20.18%	Budget spread evenly over 12 months - actual repair/maintenance expenses vary
Depreciation	39,150	234,900	240,000	(5,100)	-2.13%	
Total Operating Expenses	152,095	905,083	986,181	(81,098)	-8.22%	
Net Operating Income	50,305	795,813	408,064	387,749		
Interest Income	3,183	10,266	10,000	266	2.66%	
Interest Expense	(2,759)	(17,362)	(20,886)	(3,524)	-16.87%	
Net Income (Loss)	50,728	788,716	397,178	391,538		
Enterprise Funds Net Income (Loss)	71,153	1,479,728	789,292	690,436		

McKinleyville Community Services District

Dec 2015

Comparison of Water Fund Operating Revenues & Expenses to Budget

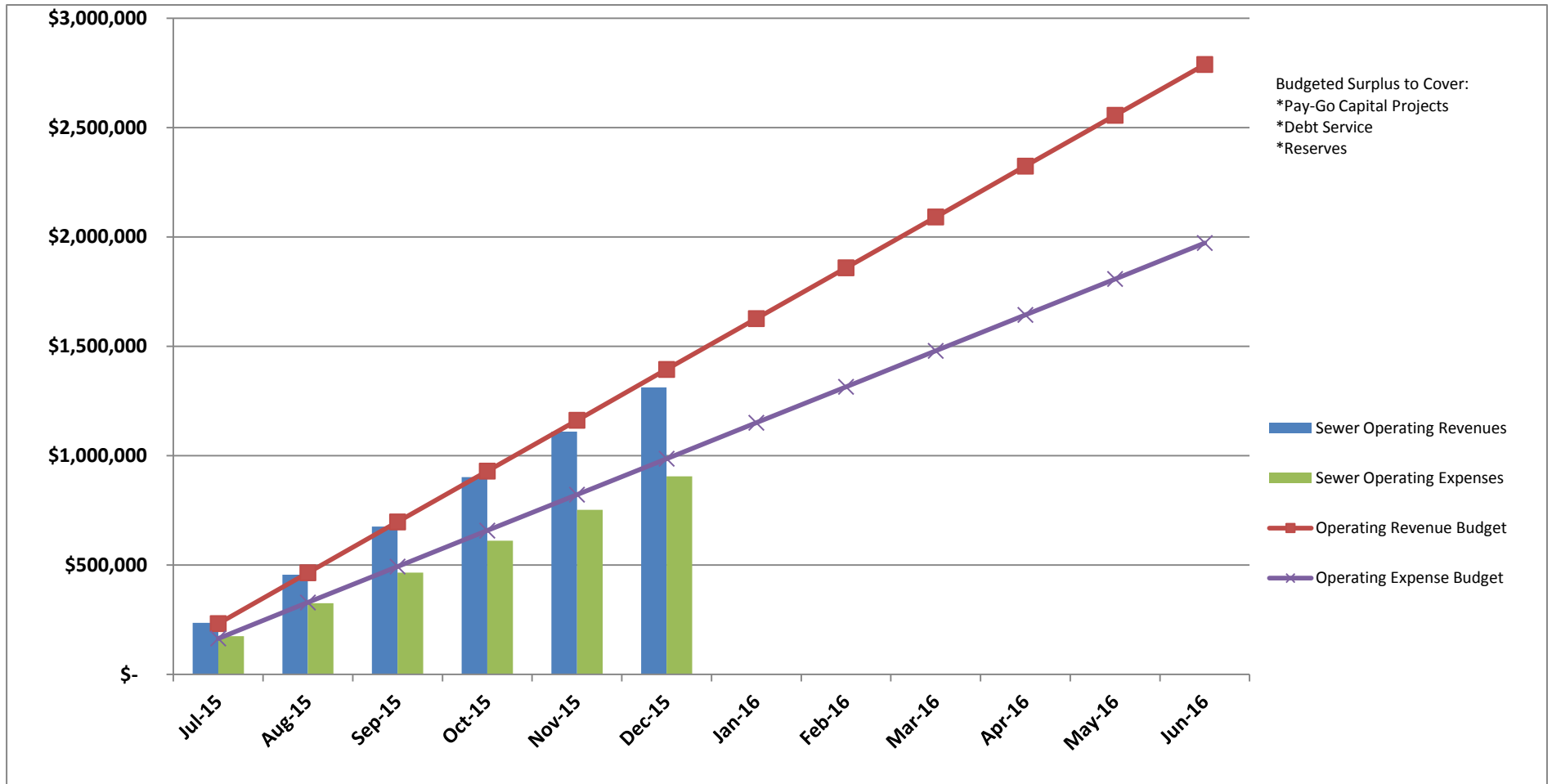


Treasurer's Report Page 5, Selected Graphic Comparisons

McKinleyville Community Services District

Dec 2015

Comparison of Sewer Fund Operating Revenues & Expenses to Budget



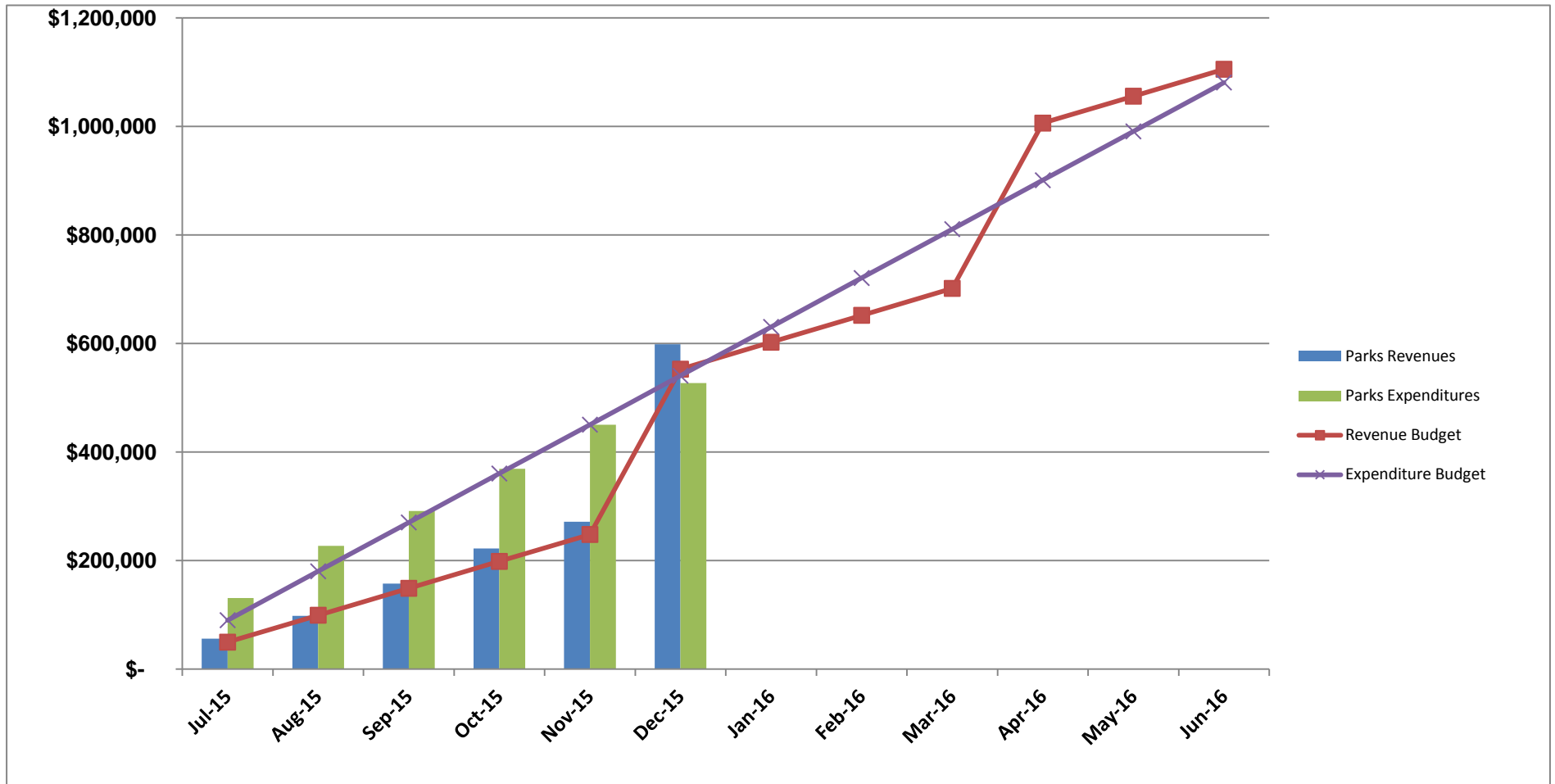
Treasurer's Report Page 6, Selected Graphic Comparisons

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

	December	% of Year 50.00% YTD	Original YTD Budget	Over (Under) YTD Budget	Over (Under) YTD Budget %	Notes
Department Summaries						
<u>Parks & Recreation</u>						
Program Fees	28,524	202,082	177,175	24,907	14.06%	Budget is spread evenly across 12 months, but actuals vary with programs
Rents & Related Fees	2,506	31,117	37,611	(6,494)	-17.27%	Budget is spread evenly across 12 months, but actuals vary with rentals
Property Taxes	279,472	279,472	255,000	24,472	9.60%	County Tax remittance scheduled in December and April
Other Revenues	15,817	80,340	78,750	1,590	2.02%	
Interest Income	901	5,595	4,100	1,495	36.45%	Interest rate higher than originally estimated
Total Revenues	327,221	598,605	552,636	45,969	8.32%	
Salaries & Benefits	60,881	391,079	406,200	(15,121)	-3.72%	
Other Expenditures	15,517	105,930	106,081	(151)	-0.14%	
Capital Expenditures	-	29,830	28,160	1,670	5.93%	
Total Expenditures	76,398	526,839	540,441	(13,602)	-2.52%	
Excess (Deficit)	250,823	71,766	12,195	59,571		
<u>Measure B Assessment</u>						
Draw from Restricted Reserves	147,904	883,141	700,000	183,141	26.16%	Draw on Restricted Reserves to cover Teen Center Construction costs
Total Revenues	120,371	129,966	325,000	(195,034)	-60.01%	County Tax remittance scheduled in December, April
Salaries & Benefits	8,099	44,974	54,854	(9,880)	-18.01%	Revenue total includes unrealized gains/losses on cash assets
Other Expenditures	358	5,287	69,239	(63,952)	-92.36%	Salaries post with repairs and maintenance, not spread over 12 months
Capital Expenditures	565,951	1,197,359	900,000	297,359	33.04%	Includes periodic payments of Meas. B debt, not spread over 12 months
Total Expenditures	574,408	1,247,620	1,024,093	223,527	21.83%	Construction costs not spread evenly over 12 months
Excess (Deficit)	(454,038)	(234,514)	907	(235,421)		
<u>Street Lights</u>						
Total Revenues	7,939	46,866	46,919	(53)	-0.11%	
Salaries & Benefits	3,324	19,861	20,217	(356)	-1.76%	
Other Expenditures	2,652	14,765	15,620	(855)	-5.47%	
Capital Expenditures/Loan Repayment	1,655	9,932	11,052	(1,120)	-10.13%	LED Project Debt repayment - final loan amount less than originally budgeted
Total Expenditures	7,631	44,558	46,889	(2,331)	-4.97%	
Excess (Deficit)	308	2,308	30	(2,278)		
Governmental Funds Excess (Deficit)	(202,907)	(160,440)	13,132	(173,572)		

McKinleyville Community Services District Dec 2015

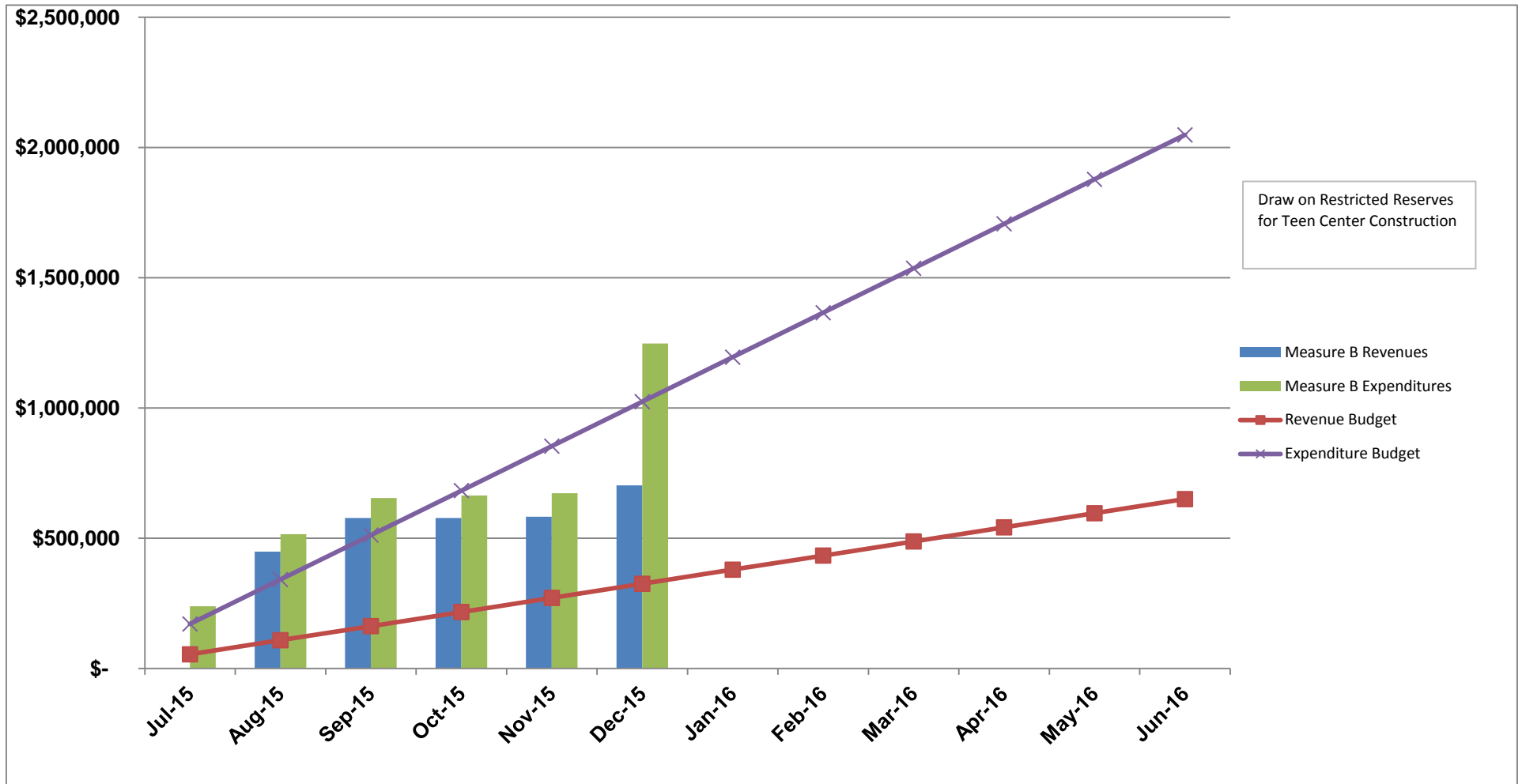
Comparison of Parks & Recreation Total Revenues & Expenditures to Budget



Treasurer's Report Page 8, Selected Graphic Comparisons

McKinleyville Community Services District Dec 2015

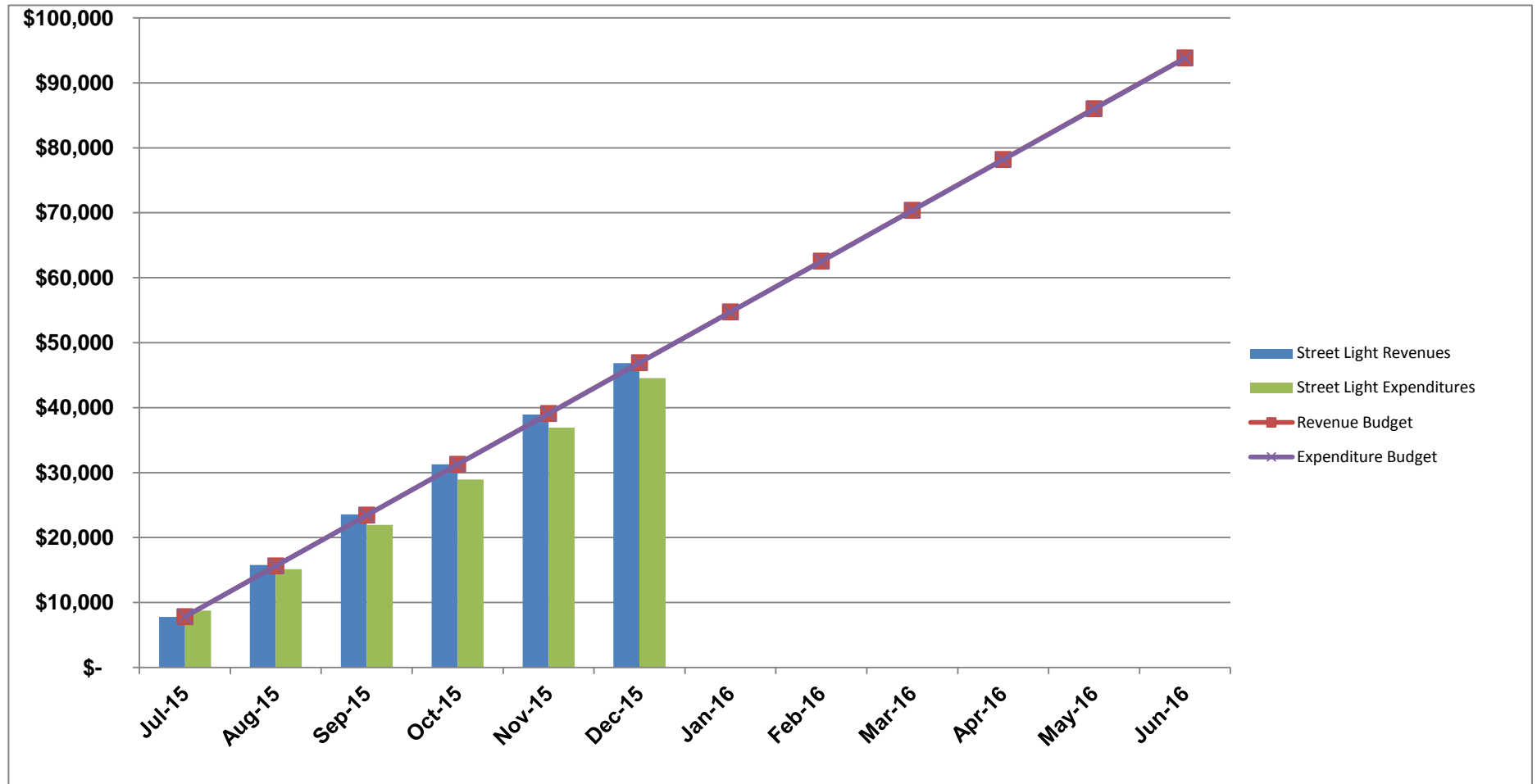
Comparison of Measure B Fund Total Revenues & Expenditures to Budget



Treasurer's Report Page 9, Selected Graphic Comparisons

McKinleyville Community Services District Dec 2015

Comparison of Street Light Fund Total Revenues & Expenditures to Budget



Treasurer's Report Page 10, Selected Graphic Comparisons

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

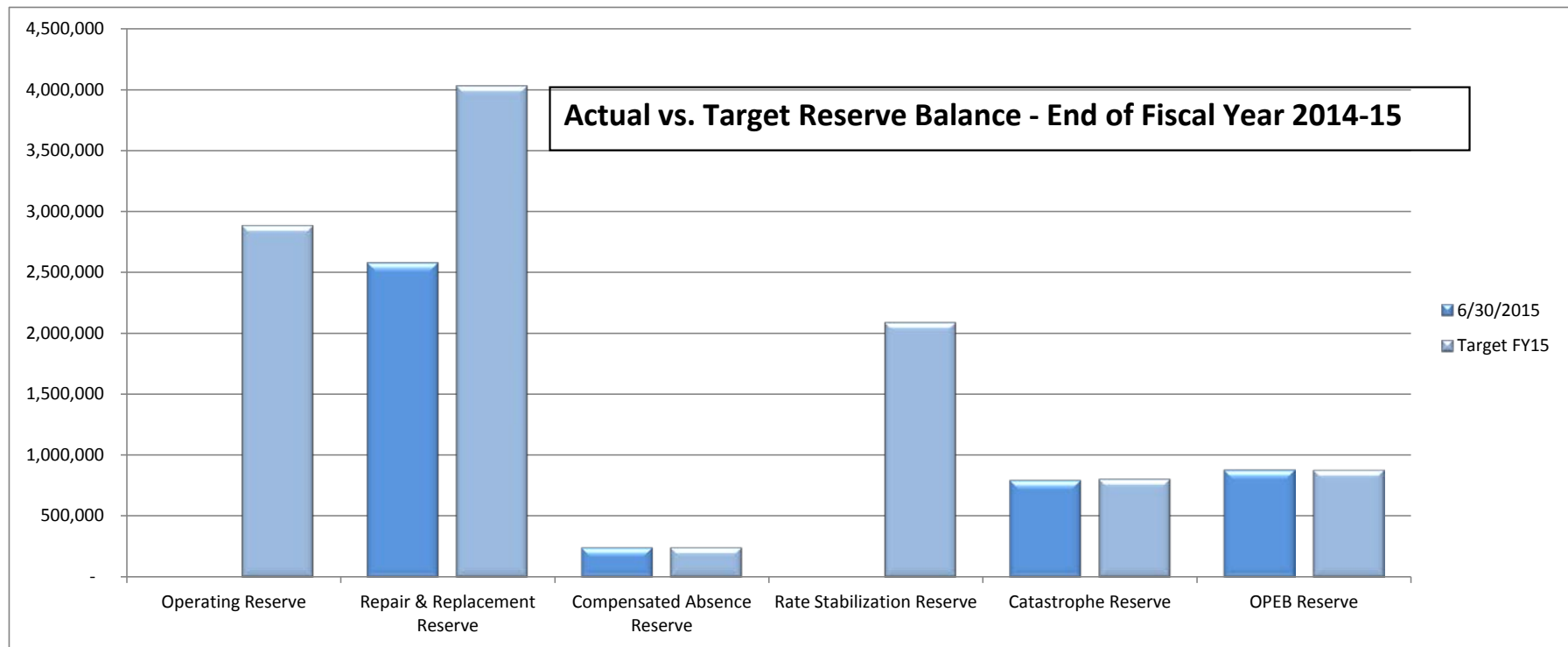
	YTD		FY 15-16	Remaining		
	December	Total	Budget	Budget \$	Budget %	Notes
<u>Water Department</u>						
Water Tank Upgrade	-	-	350,000	350,000	100%	Tank Painting
4.5m New Water Tank	-	-	30,000	30,000	100%	Drilling, LACO Assoc.
Emergency Water Supply	-	8,881	40,000	31,119	78%	Emergency Water Supply
Fire Hydrant System Upgrade	-	-	13,000	13,000	100%	Fire Hydrant System Upgrade
Customer Radio Meter Replacements	5,778	123,010	131,000	7,990	6%	Radio meters purch/install
Water Main Rehab & Replacement	-	-	100,000	100,000	100%	Water Main Rehab
Property Purchase & Improvements	-	-	200,000	200,000	100%	Property Purch/Improvements
Subtotal	5,778	131,891	864,000	732,109	85%	
<u>Sewer Department</u>						
Sewer Main Rehab & Replacement	-	-	50,000	50,000	100%	Sewer Main Rehab
WWMF & Fischer Lift Stn Grinder Upgrade	-	-	15,000	15,000	100%	WWMF/Fischer Lift Stn Grinder
Sewer Main Camera Unit	-	-	30,000	30,000	100%	
WWMF Upgrade/CEQA/Permitting	22,586	170,448	13,000,000	12,829,552	99%	WWMF design & start construction
Radio Telemetry Upgrade	-	-	30,000	30,000	100%	Radio Telemetry upgrade
Sewer Lift Station Pump/Gen Upgrades	-	-	175,000	175,000	100%	
Customer Radio Meter Replacements	5,579	119,091	131,000	11,909	9%	Radio meters purch/install
Underground Locator Pipe & Camera	-	-	5,000	5,000	100%	
SCBA Apparatus and Bottles	-	-	6,000	6,000	100%	
Subtotal	28,165	289,539	13,442,000	13,152,461	98%	
<u>Water & Sewer Operations</u>						
Heavy Equipment	-	-	100,000	100,000	100%	Dump Truck, Tractor attachmts
Utility Vehicles	-	-	62,000	62,000	100%	Car, 3/4 or 1-ton Pickup Truck
Office, Corporate Yard & Shops	-	-	-	-	#DIV/0!	Facilities upgrade/sealcoat
Computers & Software	-	-	19,000	19,000	100%	File Server, Office13, Projector
GIS/SEMS/CADD Equipment/Software	-	-	4,000	4,000	100%	SCADA, AutoCAD, GIS computers
Fischer Ranch - Barn & Fence upgrades, Und	-	-	5,000	5,000	100%	Barn & Fence upgrades
Fischer Ranch -Disposal Site Upgrade	-	-	1,500,000	1,500,000	100%	Disposal Site Upgrade
Small Equipment & Other	-	-	15,000	15,000	100%	Ops Office Eq./Emergency Eqp
Subtotal	-	-	1,705,000	1,705,000	100%	
Enterprise Funds Total	33,943	421,431	16,011,000	15,589,570	97%	
<u>Parks & Recreation Department</u>						
Hiller Park & Sports Complex	-	2,072	9,000	6,928	77%	Signage & Landscaping
Pierson Park Upgrades	-	-	-	-	#DIV/0!	
Washington Avenue Park Project	-	-	-	-	#DIV/0!	
Azalea Hall Projects	-	3,971	5,000	1,029	21%	PA system - Audio/Visual
McKinleyville Activity Center Upgrades	-	3,971	13,000	9,029	69%	Flooring replacement
Law Enforcement Facility Improvements	-	-	-	-	#DIV/0!	
Projects Funded by Quimby/Other Funds	-	-	-	-	#DIV/0!	Covered Picnic Area
Projects Funded by Measure B Renewal	565,951	1,197,359	115,000	(1,082,359)	-941%	Teen Center Project
Other Parks Projects & Equipment	-	19,815	29,000	9,185	32%	Vehicles and Equipment
Subtotal	565,951	1,227,189	171,000	(1,056,189)	-618%	
<u>Streetlights</u>						
Pole Replacement	-	-	2,000	2,000	100%	Pole Replacement
Subtotal	-	-	2,000	2,000	100%	
Governmental Funds Total	565,951	1,227,189	173,000	(1,054,189)	-609%	
All Funds Total	599,894	1,648,619	16,184,000	14,535,381	90%	

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

Principal Maturities and Scheduled Interest

			Maturity	Balance - Nov	Balance - Dec 31,		
	%		Date	30, 2015	2015	FY-16	Thereafter
Water Fund:							
I-Bank		8/1/30	P	801,513.49	801,513.49	-	801,513.53
Interest	3.37%		I			13,505.50	219,225.52
State of CA Energy Commission (ARRA)		12/22/26	P	129,383.64	129,383.64	5,583.93	123,806.70
Interest	1.0%		I			648.52	6,926.83
State of CA (Davis Grunsky)		1/1/33	P	1,703,645.91	1,703,645.91	-	1,703,645.91
State of CA (Davis Grunsky) Deferred Interest		1/1/33	P	289,591.69	289,591.69	-	289,591.69
Interest	2.5%		I			22,108.11	408,486.72
Total Water Fund-Principal				2,924,134.73	2,924,134.73	5,583.93	2,918,557.83
Total Water Fund-Interest						36,262.13	634,639.07
Total Water Fund				2,924,134.73	2,924,134.73	41,846.06	3,553,196.90
Sewer Fund:							
State of CA WRCB (SCEP I)		4/15/16	P	40,920.10	40,920.10	40,920.10	-
Interest	0.0%		I			-	
State of CA WRCB (SCEP II)		3/27/18	P	79,524.80	79,524.80	25,838.70	53,686.60
Interest	2.6%		I			2,067.64	2,102.41
Umpqua Bank		12/4/17	P	109,215.46	105,062.20	25,184.97	79,721.79
Interest	5.5%		I			2,681.91	3,506.57
USDA (Sewer Bond)		8/1/22	P	515,000.00	515,000.00	-	515,000.00
Interest	5.0%		I			13,575.00	90,875.00
Total Sewer Fund-Principal				744,660.36	740,507.10	91,943.77	648,408.39
Total Sewer Fund-Interest						18,324.55	96,483.98
Total Sewer Fund				744,660.36	740,507.10	110,268.32	744,892.37
Meas. B Fund: Teen/Comm Center Loan		11/1/29	P	1,393,420.00	1,393,420.00	36,227.00	1,357,193.00
	3.55%		I			24,787.38	362,864.53
Streetlights Fund: LED Proj Loan, PG&E			P	81,114.35	79,458.95	12,943.20	69,526.55
	0.0%		I				-
Total Principal				5,143,329.44	5,137,520.78	146,697.90	4,993,685.77
Total Interest						79,374.06	1,093,987.58
Total				5,143,329.44	5,137,520.78	226,071.96	6,087,673.35

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



- Utility Accounts Receivable Turnover Days As of Dec 31, 2015 13.0 Days
- YTD Breakeven Revenue, Water Fund: 1,072,286.78 - YTD Actual Water Sales: 1,538,102.10
- Days of Cash on Hand - Operations Checking Account 32.2 Days

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
Accounts Payable Disbursements						
30437	12/7/2015	*0011	REC PROGRAM REFUND - PP	70.00	B51204	REC PROGRAM REFUND - PP
30438	12/7/2015	COA01	COASTAL BUSINESS SYSTEMS	342.09	B51130	COPIER MAINTENANCE AGREEMENT
30439	12/7/2015	COR01	CORBIN WILLITS SYSTEMS, INC	858.42	B511151	MOMS MAINTENANCE AGREEMENT
30440	12/7/2015	COR07	JOHN W. CORBETT	125.00	B51123	BOARD MTG ON 11/4/2015
30441	12/7/2015	COU09	DAVID R. COUCH	125.00	B51123	BOARD MTG ON 11/4/2015
30442	12/7/2015	EDW01	HELEN L. EDWARDS	125.00	B51123	BOARD MTG ON 11/04/2015
30443	12/7/2015	HAR13	The Hartford - Priority A	383.98	B51124	GRP LIFE INSURANCE
30444	12/7/2015	HUM01	HUMBOLDT BAY MUNICIPAL WATER DISTR	71,510.26	B51204	WATER PURCHASED FOR NOV 2015
30445	12/7/2015	HUM08	HUMBOLDT SANITATION	1,087.60	B51204	TRASH SERVICE FOR NOV 2015
30446	12/7/2015	MAN01	MANNING ENVIRONMENTAL,INC	28.00	6071	REPAIRS/ SUPPLIES
30447	12/7/2015	MAR01	ERIC MARTIN	195.72	B51204	SAFETY SUPPLIES PURCHASED
30448	12/7/2015	MAY02	DENNIS MAYO	125.00	B51123	BOARD MTG ON 11/4/2015
30449	12/7/2015	MCK11	MCKINLEYVILLE SENIOR CENTER	80.70	B51201	DISTRICT SHARE OF INTERNET SERVICE
30450	12/7/2015	NAP02	NAPA AUTO PARTS	130.37	B51207	REPAIRS/ SUPPLIES
30451	12/7/2015	NAT06	NATIONAL METER & AUTOMATION	5,513.83	S1066107	REPIARS/ SUPPLIES
				79,920.00	S1066108	RADIO READ METER UPGRADE
				840.00	S1066547	CONNECT SOFTWARE
Check Total:				<u>86,273.83</u>		

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
30452	12/7/2015	NEC01	NEC FINANCIAL SERVICES,LLC	375.66	1856157	PHONE SERVICE FOR DEC 2015
30453	12/7/2015	SAF04	SAFEWAY INC. FILE # 72905	96.19	B51207	OFFICE SUPPLIES/REC PROGR
30454	12/7/2015	STA09	S.W.R.C.B.	60.00	B51124	CERT RENWAL
30455	12/7/2015	STA13	S.W.R.C.B.	170.00	B51124	CERT RENEWAL
30456	12/7/2015	USB01	U.S. BANK TRUST N.A.	7,979.17	B51124	SEWER BOND PAYMENT
30457	12/7/2015	USP02	USPS: ARCATA BMEU	1,500.00	B51201	PERMIT 202-BULK MAIL
30458	12/7/2015	VER01	VERIZON WIRELESS	65.54	B51207	CELL PHONES FOR NOV 2015
30459	12/7/2015	WES02	WES GREEN	225.00	59049	PROFESSIONAL SERVICES
30460	12/7/2015	WHE02	GEORGE A. WHEELER JR.	125.00	B51123	BOARD MTG ON 11/4/2015
30461	12/7/2015	YP001	YP	288.00	B51124	12MTH ADVERTISING IN YELLOW PAGES
30462	12/7/2015	\A003	MQ CUSTOMER REFUND FOR AN	64.89	000B51201	MQ CUSTOMER REFUND FOR AN
30463	12/7/2015	\B029	MQ CUSTOMER REFUND FOR BE	12.43	000B51201	MQ CUSTOMER REFUND FOR BE
30464	12/7/2015	\G014	MQ CUSTOMER REFUND FOR GR	76.39	000B51201	MQ CUSTOMER REFUND FOR GR
30465	12/7/2015	\H012	MQ CUSTOMER REFUND FOR HA	27.18	000B51201	MQ CUSTOMER REFUND FOR HA
30466	12/7/2015	\J015	MQ CUSTOMER REFUND FOR JL	454.21	000B51201	MQ CUSTOMER REFUND FOR JL
30467	12/7/2015	\R006	MQ CUSTOMER REFUND FOR RE	91.20	000B51201	MQ CUSTOMER REFUND FOR RE
30468	12/14/2015	*0012	AZALEA HALL DEPOSIT REFUND YM	100.00	B51214	AZALEA HALL DEPOSIT REFUND YM
30469	12/14/2015	ACW01	CB&T/ACWA-JPIA	10,449.99	B51214	GRP. HEALTH INS
30470	12/14/2015	ACW02	ASSOC. OF CALIFORNIA WATER AGENCIES	9,335.00	B51109	ANNUAL MEMBERSHIP
30471	12/14/2015	ADV01	ADVANCED SECURITY SYSTEMS	12.64	319721	MAC KEYS-REPAIRS/ SUPPLIES

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
30472	12/14/2015	ARC02	Arcata Stationers	769.02	B51201	OFFICE SUPPLIES
30473	12/14/2015	BAN01	BANKCARD CENTER	626.58	NOV 2015	TRAVEL/MEALS/OFFICE SUPPL
30474	12/14/2015	COA01	COASTAL BUSINESS SYSTEMS	912.05	17957231	SHARP COPIER PAYMENT
30475	12/14/2015	COS03	COSTCO WHOLESALE	201.28	B51204	OFFICE AND REC PROGRAM SUPPLIES
30476	12/14/2015	DEL02	DELFINO, MADDEN, O'MALLEY	792.00	4458	LEGAL SERVICES
30477	12/14/2015	DOA01	NIKKI DOAN	125.00	B51214	MCSO XMAS PARTY SUPPLIES
30478	12/14/2015	EUR05	Eureka Oxygen Co	124.60	A518625	INV BO69173-SAFETY SUPPLIES
				114.00	A518815	PROFESSIONAL SERVICES
			Check Total:	<u>238.60</u>		
30479	12/14/2015	FLE01	FLEET PRIDE	69.26	73652528	VEHICLE REPAIRS
30480	12/14/2015	GHD01	GHD	302.00	55274	PROFESSIONAL SERVICES
30481	12/14/2015	HAR03	HARVEY M. HARPER CO.	105.32	B51204	VEHICLE REPAIRS
30482	12/14/2015	IND02	Industrial Electric Serv	184.86	IN17625	REPAIRS/SUPPLY
				716.71	IN17627	REPAIRS/SUPPLY
			Check Total:	<u>901.57</u>		
30483	12/14/2015	KEN03	KEN'S AUTO PARTS	985.40	B51209	VEHICLE REPAIRS/SUPPLIES
30484	12/14/2015	LDA01	LDA PARTNERS	1,609.34	31/635-1-	MCK TEEN CENTER
30485	12/14/2015	MAD02	MAD RIVER UNION	30.00	38364	ADVERTISEMENT
30486	12/14/2015	MCK04	MCK ACE HARDWARE	435.04	B51207	REPAIRS/SUPPLY
30487	12/14/2015	MEN01	MENDES SUPPLY CO.	837.61	B51204	REPAIRS/SUPPLY
30488	12/14/2015	MER03	MERCER, FRASER COMPANY	82.82	50009	REPAIRS/ SUPPLIES
30489	12/14/2015	MIL01	Miller Farms Nursery	479.03	B51204	REPAIRS/SUPPLY
30490	12/14/2015	MIL03	THE MILL YARD	106.28	B51204	REPAIRS/SUPPLIES

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
30491	12/14/2015	NOR01	NORTH COAST LABORATORIES	2,701.00	B51207	LAB TESTING
30492	12/14/2015	NYL01	NYLEX.NET	1,539.00	1315	SUBSCRIPTION TO SECURITY
30493	12/14/2015	ORE01	O'REILLY AUTOMOTIVE, INC.	135.43	B51207	REPAIRS/SUPPLY
30494	12/14/2015	PGE01	PG & E (Office & Field)	13,582.19	B51209	GAS & ELECTRIC
30495	12/14/2015	REN01	RENNER PETROLEUM	2,840.80	B51207	FUEL FOR NOV 2015
30496	12/14/2015	SEQ01	Sequoia Gas Co.	119.57	B51207	FUEL FOR HILLER SPORTS SITE
30497	12/14/2015	SIE02	SIERRA CHEMICAL CO.	704.64	B51207	CHLORINE/CONTAINER DEPOSIT
30498	12/14/2015	STA01	STATEWIDE TRAFFIC	91.21	9001031	REPAIRS/ SUPPLIES
30499	12/14/2015	STA03	STATE OF CALIFORNIA	17,035.12	4	DAVIS GRUNSKY LOAN PMT
				102,134.99	1601D5016	DAVIS GRUNSKY LOAN PMT
			Check Total:	<u>119,170.11</u>		
30500	12/14/2015	STA09	S.W.R.C.B.	105.00	B51207	CERT RENEWAL
30501	12/14/2015	THO01	THOMAS & ASSOCIATES	3,978.25	28064	REISSUE OF VOIDED CHECK
30502	12/14/2015	THO02	Thomas Home Center	217.52	B51207	REPAIRS/SUPPLY
30503	12/14/2015	UNI05	UNITED RENTALS NORTHWEST,	555.32	133190394	PROFESSIONAL SERVICES
30504	12/28/2015	*0013	REFUND PAVING DEPOSIT-KI	22.71	B51228	REFUND PAVING DEPOSIT-KI
30505	12/28/2015	*0014	AZALEA HALL DEPOSIT REFUND HA	100.00	B51228	AZALEA HALL DEPOSIT REFUND HA
30506	12/28/2015	ATT01	AT&T	637.62	B51228	PHONE SERVICES FOR DEC 2015
30507	12/28/2015	GAN02	GANSON	290.00	98496	OFFICE SUPPLIES
30508	12/28/2015	HAY01	BRAD HAYMAN	97.86	B51228	SAFETY SUPPLIES-WORK BOOT
30509	12/28/2015	IND01	INDEPENDENT BUS. FORMS	124.05	31307	TAX FORMS-OFFICE SUPPLIES

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
30510	12/28/2015	MAY03	DENNIS MAYO	60.49	B51228	ACWA FALL CONFERENCE-PARK
30511	12/28/2015	NAT06	NATIONAL METER & AUTOMATION	11,340.00	S10064367	RADIO READ METERS
30512	12/28/2015	ORS01	GREG ORSINI	16.00	B51228	CSDA BOARD MTG-PARKING
30513	12/28/2015	PGE02	PACIFIC GAS & ELECTRIC	2,920.50	B51228	STREETLIGHTS DEC 2015
30514	12/28/2015	PIT01	PITNEY BOWES	374.07	DC-15	POSTAGE METER LEASE
30515	12/28/2015	RES05	RESERVE ACCOUNT	1,500.00	B51228	POSTAGE METER
30516	12/28/2015	SIX03	SIX RIVERS MECHANICAL	151.89	481	VEHICLE REPAIRS
30517	12/28/2015	USP02	USPS: ARCATA BMEU	1,500.00	B51228	PERMIT 202-BULK MAIL
30518	12/30/2015	ADA01	ADAMS COMMERCIAL GC	147,903.58	005P	MCK TEEN CENTER
				515,356.47		
Total Disbursements, Accounts Payable:				515,356.47		

Payroll Related Disbursements

13316-13345	12/9/2015	Various Employees	15,714.41		Payroll Checks
13346	12/9/2015	CAL12	CalPERS 457 Plan	5,152.85	B51209 RETIREMENT
			503.86	1B51209	PERS 457 LOAN PMT
		Check Total:	5,656.71		
13347	12/9/2015	DIR01	DIRECT DEPOSIT VENDOR- US	26,965.11	B51209 Direct Deposit
13348	12/9/2015	EMP01	Employment Development	1,413.30	B51209 STATE INCOME TAX
			482.03	1B51209	SDI
		Check Total:	1,895.33		
13349	12/9/2015	HUM29	UMPQUA BANK--PAYROLL DEP.	5,186.00	B51209 FEDERAL INCOME TAX
			7,282.94	1B51209	FICA
			1,703.28	2B51209	MEDICARE
		Check Total:	14,172.22		
13350	12/9/2015	ACW01	CB&T/ACWA-JPIA	46,929.00	B51130 MED & DENTAL INSURANCE

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
13351	12/9/2015	PUB01	Public Employees PERS	15,152.47	B51130	PERS PAYROLL REMITTANCE
13352-13381	12/22/2015		Various Employees	18,309.70		Payroll Checks
13382	12/22/2015	CAL12	CalPERS 457 Plan	5,199.13	B51222	RETIREMENT
				503.86	1B51222	PERS 457 LOAN PMT
			Check Total:	<u>5,702.99</u>		
13383	12/22/2015	DIR01	DIRECT DEPOSIT VENDOR- US	27,878.40	B51222	Direct Deposit
13384	12/22/2015	EMP01	Employment Development	1,559.77	B51222	STATE INCOME TAX
				519.36	1B51222	SDI
			Check Total:	<u>2,079.13</u>		
13385	12/22/2015	HUM29	UMPQUA BANK--PAYROLL DEP.	5,597.36	B51222	FEDERAL INCOME TAX
				7,314.72	1B51222	FICA
				1,823.60	2B51222	MEDICARE
			Check Total:	<u>14,735.68</u>		
				<u>195,191.15</u>		
			Total Disbursements, Payroll:	<u>195,191.15</u>		
			Total Check Disbursements:	710,547.62		

McKinleyville Community Services District

BOARD OF DIRECTORS

March 3, 2016

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 2016 Facility Use Agreement Contract for McKinleyville Little League and authorize the Board 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 2016. 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 2016 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 March 2015, the MCSD Board set a fee schedule for HSC of \$7.00 per hour for all youth sports organizations. A portion of that fee includes the cost of 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 be charged 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
Facility Use Agreement Supplement

User: McKinleyville Little League
Event: 2016 Regular Season Contract

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

1. That MLL shall have first priority of Fields 1 & 2 (baseball) and Field 3a based on schedules submitted in advance to MCSD, from March 1 through November 1 of each year subject to the terms of Section 2 of this Supplemental Agreement for maintenance and operation.

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

2. MLL agrees to pay or reimburse MCSD:
 - A. \$1,500.00 Cleaning/Damage deposit prior to the start of the season (ongoing).
 - B. \$7.00 per hour per field
 - C. \$10.00 per weekday for the use of the Concession Stand.
 - D. \$25.00 per weekend day for the use of the Concession Stand.
 - E. Electric and gas utility costs will be paid at the end of the season, and billed based on a percentage of field use.
 - F. Cost of re-keying facility locks and replacement keys at end of year
3. MLL agrees to perform all maintenance of the fields, including but not limited to, mowing grass once per week, trimming along the fence lines, field preparation before games, grounds cleanup, bathroom cleanup, re-stocking janitorial supplies, general cleanup of the concession stand & parking lot, and trash disposal. These operation and maintenance responsibilities are further explained in Exhibit D, and some may be in lieu of payment for field and concession use during the period of March 1 through November 1, 2016.
4. MLL 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 lost additional cleaning requirements, additional turf maintenance, and/or field & turf damages during the use of MLL (see

section 18, and Exhibit D of Facility Use Agreement). This deposit must be paid in full prior to the start of the season.

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

McKinleyville Community Services District

McKinleyville Little League

George Wheeler
President, MCSD

Rachelle Saso
President, McKinleyville Little League

Date:

Date:

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

HILLER SPORTS COMPLEX FACILITY USE AGREEMENT

This HILLER SPORTS COMPLEX FACILITY USE AGREEMENT (this “AGREEMENT”), is made and entered into this 1st day of March 2016, 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 Babe Ruth field, two collegiate size soccer fields, 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 (baseball) and Field 3a (based on schedules submitted in advance to MCSD, from March 21 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 Parks & 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, from time to time, by the DISTRICT regarding the use (or nonuse) of pesticides, herbicides and related products at the Hiller Sports Complex and surrounding areas.

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 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 shall be allowed to decrease their portion of the maintenance fee through the use of volunteer labor to assist with maintenance of the site. Financial credit for approved volunteer labor shall be granted only for labor completed for facility maintenance as outlined in Exhibit D. Credit shall not be granted for volunteer labor completed for game preparation. DISTRICT shall assign specific financial value to one volunteer labor hour. DISTRICT shall base ORGANIZATION's maintenance fee on the total financial value of documented volunteer labor hours subtracted from the total financial value of site use. The financial value of volunteer labor, if in excess of the total maintenance fee, is not allowed to be placed as a credit toward future facility use.

Should ORGANIZATION provide volunteers to perform facility maintenance, all said volunteers must attend a facility maintenance orientation seminar with designated representative of ORGANIZATION. 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 some may be in lieu of payment for field and concession use during the period of March 1 through November 1, 2016

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 Directors 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:	Variable, depending on employee
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 1st day of November, 2016.

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

George Wheeler, President of the Board of Directors

ATTEST: _____
Becky Schuette, Secretary to the Board of Directors

McKINLEYVILLE LITTLE LEAGUE

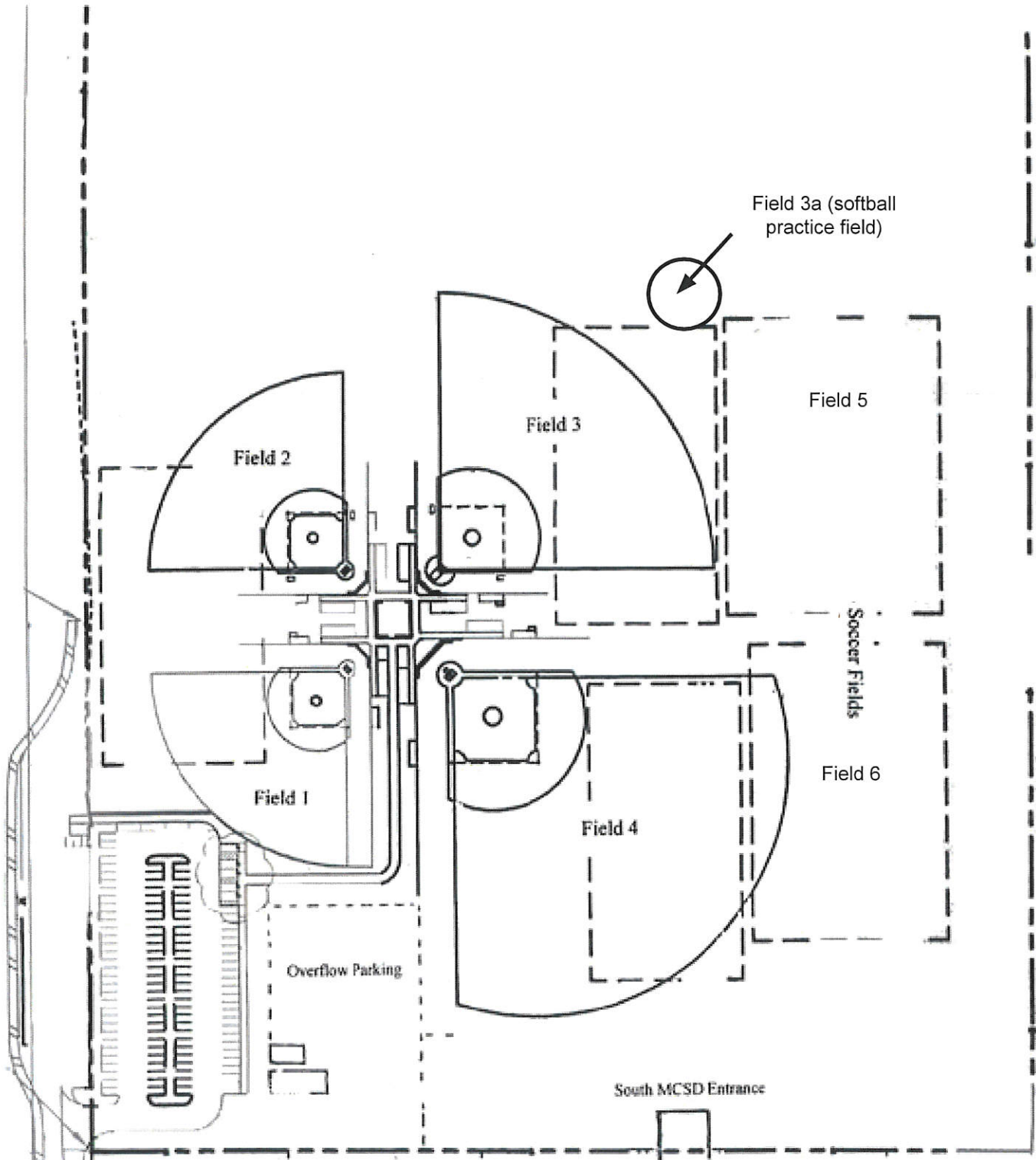
President of McKinleyville Little League

The Facility Use AGREEMENT Checklist

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

<u>Item:</u>	<u>Attachment #:</u>	<u>Completed:</u>	<u>Date:</u>
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	\$33.00/hour
Private Citizen/Business	\$48.00/hour

AZALEA HALL-ENTIRE FACILITY

Non-Profit Groups/Vendors	\$58.00/hour
Private Citizen/Business	\$77.00/hour

AZALEA HALL-HEWITT ROOM

Non-Profit Groups/Vendors	\$45.00/hour
Private Citizen/Business	\$55.00/hour
All Day Rate	\$486.00
Half Day Rate	\$288.00

AZALEA HALL-MEETING ROOM

Non-Profit Groups/Vendors	\$16.00/hour
Private Citizen/Business	\$22.00/hour

LIBRARY CONFERENCE ROOM

Non-Profit Groups/Vendors	\$24.00/hour
Private Citizen/Business	\$27.00/hour

PARKS

Gazebo Picnic Area	\$50.00/4 hrs
Picnic Pavilion	\$100.00/4 hrs
Special Event	\$150.00/day
*Commercial Events	\$250.00/day
*Requires Facility Host @ \$35.00 per hour unless overtime wages apply	

SPECIAL EVENT SERVICES

Event Setup	
Events with less than 100 persons	\$77.00
Events with 101-200 persons	\$107.00
Events with more than 200 persons	\$135.00

Event Cleanup

Events with less than 100 persons	\$135.00
Events with 101-200 persons	\$165.00
Events with more than 200 persons	\$200.00

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>	\$22/hour per field
<u>Baseball Field Use</u>	\$25/hour per field
<u>Baseball Field Use</u> (Youth groups).....	\$7/hour per field
<u>Softball Field Use</u>	\$25/hour per field
<u>Softball Field Use</u> (Youth groups).....	\$7/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>	\$22/hour per field
<u>Field Preparation- Turf Areas</u>	\$22/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 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 Maintenance & Safety Seminar (BDMSS) with MCSD staff.
2. **Turf Mowing (Applies only if Organization agrees to mow fields):**
 - a. ORGANIZATION may agree to mow the entire turf areas of each field; including the areas beyond the fence line, once per week.
 - i. Credit for mowing and/or string trimming will be determined upon the receipt of documentation verifying the date and time spent mowing and/or string trimming.
 1. Acceptable documentation includes itemized invoices from contracted services for mowing and string trimming or time sheets of volunteer hours to include volunteer's name, date of work and time spent working.
 - b. If turf areas are not mowed by Thursday morning of each week, MCSD shall mow the fields. If MCSD mows in any given week, credit will not be given for any invoices or documented labor for that week
3. **Trimming along the fence lines (Applies only if Organization agrees to mow fields):**
 - a. ORGANIZATION agrees to trim grass along outfield fence lines no less than once every two weeks.
 - i. Credit for mowing and/or string trimming will be determined upon the receipt of documentation verifying the date and time spent mowing and/or string trimming.
 1. Acceptable documentation includes itemized invoices from contracted services for mowing and string trimming or time sheets of volunteer hours to include volunteer's name, date of work and time spent working.
 - b. If grass areas along fence lines are not trimmed after two weeks, MCSD shall trim the fence lines.
4. **Other Field Maintenance:**
 - a. Any field maintenance besides mowing or string trimming must be pre-approved by the DISTRICT in order to be eligible for credit towards facility use fees.
 - i. Any maintenance done without pre-approval from the DISTRICT will not be eligible for credit.
5. **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.
6. **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.
7. **Grounds Cleanup:**
- a. ORGANIZATION agrees to clean grounds daily to include the sports fields, sidewalks surrounding the concession area, under the bleachers, and the sidewalk pathway leading to the parking lot.
 - b. Should MCSD be required to clean after ORGANIZATION usage, MCSD shall bill ORGANIZATION for the cost of labor.
8. **Daily Bathroom & Parking Lot Cleanup:**
- a. ORGANIZATION agrees to monitor, patrol, and keep the bathrooms and parking lot clean during their usage. ORGANIZATION agrees to reimburse MCSD for the actual labor cost regarding any required cleaning of the restrooms and parking lot by MCSD. This reimbursement will be based upon the actual labor cost to MCSD.
9. **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.
10. **Overflow Parking:**
- a. ORGANIZATION agrees to notify MCSD of any events requiring usage of the overflow parking area.
11. **Trash Disposal (If applicable):**
- a. ORGANIZATION agrees to place a dumpster at the southeast corner of the parking lot.
 - b. ORGANIZATION agrees to keep the dumpster locked at all times not in use.
 - c. ORGANIZATION agrees to remove all trash bags from inside the sports complex each night after play, and place them in the dumpster.
 - d. No trash bags shall be left in any portion of the Concessions/Storage/Restrooms building.
12. **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.
13. **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 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: _____

PROJECT TIMELINE: _____

SIGNATURE OF ORG. REPRESENTATIVE: _____

FOR DISTRICT USE ONLY

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

NOTES FROM MCSD: _____

SIGNATURE OF MCSD REPRESENTATIVE: _____

McKinleyville Community Services District

BOARD OF DIRECTORS

March 2, 2016

TYPE OF ITEM: **ACTION**

ITEM: D.5 **Consider approval of Hiller Sports Complex Facility Use Agreement Contract with McKinleyville Babe Ruth**

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

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

Recommendation:

Staff recommends that the Board approve the 2016 Facility Use Agreement Contract for McKinleyville Babe Ruth and authorize the Board President to sign the contract and supplement.

Discussion:

McKinleyville Babe Ruth has requested the use of Hiller Sports Complex (HSC) for the spring, summer and fall of 2016. 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 2016 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 March 2015, the MCSD Board set a fee schedule for HSC of \$7.00 per hour for all youth sports organizations. A portion of that fee includes the cost of janitorial supplies used at the site. Organizations are responsible for shared cleaning the facility (restrooms, bleachers, parking lot, etc.) based on their percentage of use.

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

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 Babe Ruth Agreement

McKINLEYVILLE COMMUNITY SERVICES DISTRICT
Facility Use Agreement Supplement

User: McKinleyville Babe Ruth
Event: 2016 Regular Season Contract

This Cover Page is a supplement to the main body of the Agreement. This supplement further describes the costs and responsibilities required for the maintenance fields during the course of regular season usage. This Agreement Supplement is between the McKinleyville Community Services District (MCSD) and the McKinleyville Babe Ruth contingent upon the following conditions:

1. That McKinleyville Babe Ruth shall have first priority of Field 4 (baseball) based on schedules submitted in advance to MCSD, from April 1 through July 31 of each year subject to the terms of Section 2 of this Supplemental Agreement for maintenance and operation.
2. McKinleyville Babe Ruth agrees to pay or reimburse MCSD:
 - A. \$1,500.00 Cleaning/Damage deposit prior to the start of the season (ongoing).
 - B. \$7.00 per hour per field
 - C. \$10.00 per weekday for the use of the Concession Stand.
 - D. \$25.00 per weekend day for the use of the Concession Stand.
 - E. Electric and gas utility costs will be paid at the end of the season, and billed based on a percentage of field use.
 - F. Cost of re-keying facility locks and replacement keys at end of year
3. McKinleyville Babe Ruth agrees to perform all maintenance of the fields, including but not limited to, field preparation before games, grounds cleanup, bathroom cleanup, re-stocking janitorial supplies, general cleanup of the concession stand & parking lot, and trash disposal. These operation and maintenance responsibilities are further explained in Exhibit D, and some may be in lieu of payment for field and concession use during the period of April 1 through July 31, 2016.
4. McKinleyville Babe Ruth 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 lost additional cleaning requirements, additional turf maintenance, and/or field & turf damages during the use of MLL (see section 18, and Exhibit D of Facility Use Agreement). This deposit must be paid in full prior to the start of the season.
5. McKinleyville Babe Ruth agrees to remove equipment and clean dugout storage within fifteen (15) days of the completion of their season.

6. McKinleyville Babe Ruth agrees not to park any vehicles inside Hiller Sports Complex. All vehicles must be parked in the designated parking lot and/or overflow parking areas.
7. This Agreement Supplement is an addendum to and to be considered a part of the main document. All other conditions in the main body of this document remain in place.

McKinleyville Community Services District

George Wheeler
President, MCSD

Date:

McKinleyville Babe Ruth

Theresa Powell
President, McKinleyville Babe Ruth

Date:

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

HILLER SPORTS COMPLEX FACILITY USE AGREEMENT

This HILLER SPORTS COMPLEX FACILITY USE AGREEMENT (this “AGREEMENT”), is made and entered into this 1st Day of March, 2016, 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 Babe Ruth (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 Babe Ruth.
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, 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 Field 4 (Babe Ruth), based on schedules submitted in advance to MCSD, from April 1 through July 31.

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 Parks & 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, from time to time, by the DISTRICT regarding the use (or nonuse) of pesticides, herbicides and related products at the Hiller Sports Complex and surrounding areas.

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 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 shall be

allowed to decrease their portion of the maintenance fee through the use of volunteer labor to assist with maintenance of the site. Financial credit for approved volunteer labor shall be granted only for labor completed for facility maintenance as outlined in Exhibit D. Credit shall not be granted for volunteer labor completed for game preparation. DISTRICT shall assign specific financial value to one volunteer labor hour. DISTRICT shall base ORGANIZATION's maintenance fee on the total financial value of documented volunteer labor hours subtracted from the total financial value of site use. The financial value of volunteer labor, if in excess of the total maintenance fee, is not allowed to be placed as a credit toward future facility use.

Should ORGANIZATION provide volunteers to perform facility maintenance, all said volunteers must attend a facility maintenance orientation seminar with designated representative of ORGANIZATION. 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 some may be in lieu of payment for field and concession use during the period of April 1 through July 31, 2016

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 ORGANIZATIONS 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 Babe Ruth

Address_____

City/State/Zip_____

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 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:	Variable, depending on employee
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 31st day of July, 2016.

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's 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's 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

George Wheeler, President of the Board of Directors

ATTEST: _____
Becky Schuette, Secretary to the Board of Directors

McKINLEYVILLE BABE RUTH

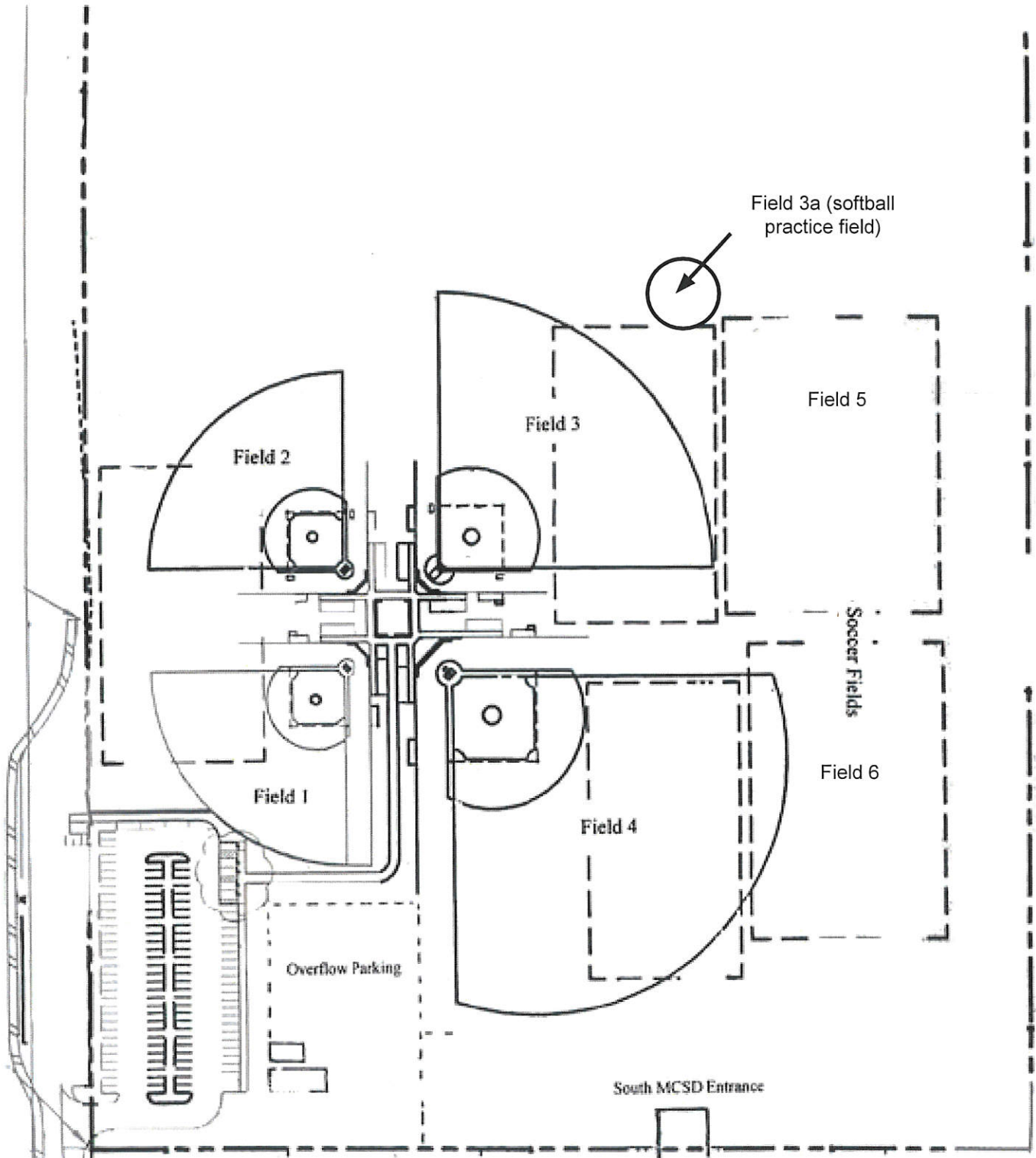
President of McKinleyville Babe Ruth

The Facility Use AGREEMENT Checklist

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

<u>Item:</u>	<u>Attachment #:</u>	<u>Completed:</u>	<u>Date:</u>
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	\$33.00/hour
Private Citizen/Business	\$48.00/hour

AZALEA HALL-ENTIRE FACILITY

Non-Profit Groups/Vendors	\$58.00/hour
Private Citizen/Business	\$77.00/hour

AZALEA HALL-HEWITT ROOM

Non-Profit Groups/Vendors	\$45.00/hour
Private Citizen/Business	\$55.00/hour
All Day Rate	\$486.00
Half Day Rate	\$288.00

AZALEA HALL-MEETING ROOM

Non-Profit Groups/Vendors	\$16.00/hour
Private Citizen/Business	\$22.00/hour

LIBRARY CONFERENCE ROOM

Non-Profit Groups/Vendors	\$24.00/hour
Private Citizen/Business	\$27.00/hour

PARKS

Gazebo Picnic Area	\$50.00/4 hrs
Picnic Pavilion	\$100.00/4 hrs
Special Event	\$150.00/day
*Commercial Events	\$250.00/day
*Requires Facility Host @ \$35.00 per hour unless overtime wages apply	

SPECIAL EVENT SERVICES

Event Setup	
Events with less than 100 persons	\$77.00
Events with 101-200 persons	\$107.00
Events with more than 200 persons	\$135.00

Event Cleanup

Events with less than 100 persons	\$135.00
Events with 101-200 persons	\$165.00
Events with more than 200 persons	\$200.00

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>	\$22/hour per field
<u>Baseball Field Use</u>	\$25/hour per field
<u>Baseball Field Use</u> (Youth groups).....	\$7/hour per field
<u>Softball Field Use</u>	\$25/hour per field
<u>Softball Field Use</u> (Youth groups).....	\$7/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>	\$22/hour per field
<u>Field Preparation- Turf Areas</u>	\$22/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 Babe Ruth (ORGANIZATION) for the season as defined by the McKinleyville Community Services District's (MCSD) Facility Use Agreement Contract:

1. **Ball Diamond 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 Maintenance & Safety Seminar (BDMSS) with MCSD staff.
2. **Other Field Maintenance:**
 - a. Any field maintenance desired by ORGANIZATION must be pre-approved by the DISTRICT. Credit toward use fees will be granted at the sole discretion of the DISTRICT.
 - 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 Cleanup:**
 - a. ORGANIZATION agrees to clean grounds daily to include the sports fields, sidewalks surrounding the concession area, under the bleachers, and the sidewalk pathway leading to the parking lot.
 - b. Should MCSD be required to clean after ORGANIZATION usage, MCSD shall bill ORGANIZATION for the cost of labor.
6. **Daily Bathroom & Parking Lot Cleanup:**
 - a. ORGANIZATION agrees to monitor, patrol, and keep the bathrooms and parking lot clean during their usage. ORGANIZATION agrees to reimburse MCSD for the actual labor cost regarding any required cleaning of the restrooms and parking lot by MCSD. This reimbursement will be based upon the actual labor cost to MCSD.
7. **General Cleanup of the Concession Stand (if used):**
 - 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.

8. **Overflow Parking:**
 - a. ORGANIZATION agrees to notify MCSD of any events requiring usage of the overflow parking area.
9. **Trash Disposal (If applicable):**
 - a. ORGANIZATION agrees to place a dumpster at the southeast corner of the parking lot.
 - b. ORGANIZATION agrees to keep the dumpster locked at all times not in use.
 - c. ORGANIZATION agrees to remove all trash bags from inside the sports complex each night after play, and place them in the dumpster.
 - d. No trash bags shall be left in any portion of the Concessions/Storage/Restrooms building.
10. **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.
11. **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 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: _____

PROJECT TIMELINE: _____

SIGNATURE OF ORG. REPRESENTATIVE: _____

FOR DISTRICT USE ONLY

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

NOTES FROM MCSD: _____

SIGNATURE OF MCSD REPRESENTATIVE: _____

McKinleyville Community Services District

BOARD OF DIRECTORS

March 2, 2016

TYPE OF ITEM: **ACTION**

ITEM: D.6 **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 2016 Facility Use Agreement Contract for Humboldt ASA Softball and authorize the Board 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 2016. 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 2016 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 March 2015, the MCSD Board set a fee schedule for HSC of \$7.00 per hour for all youth sports organizations. A portion of that fee includes the cost of janitorial supplies used at the site. Organizations are responsible for shared cleaning the facility (restrooms, bleachers, parking lot, etc.) based on their percentage of use.

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

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
Facility Use Agreement Supplement

User: Humboldt ASA Softball
Event: 2016 Regular Season Contract

This Cover Page is a supplement to the main body of the Agreement. This supplement further describes the costs and responsibilities required for the maintenance fields during the course of regular season usage. This Agreement Supplement is between the McKinleyville Community Services District (MCSD) and the Humboldt ASA Softball contingent upon the following conditions:

1. That the Humboldt ASA Softball shall have first priority of Field 3 (Softball) based on schedules submitted in advance to MCSD, from April 1 through July 31 of each year subject to the terms of Section 2 of this Supplemental Agreement for maintenance and operation.
2. Humboldt ASA Softball agrees to pay or reimburse MCSD:
 - A. \$1,500.00 Cleaning/Damage deposit prior to the start of the season (ongoing).
 - B. \$7.00 per hour per field
 - C. \$10.00 per weekday for the use of the Concession Stand.
 - D. \$25.00 per weekend day for the use of the Concession Stand.
 - E. Electric and gas utility costs will be paid at the end of the season, and billed based on a percentage of field use.
 - F. Cost of re-keying facility locks and replacement keys at end of year
3. Humboldt ASA Softball agrees to perform all maintenance of the fields, including but not limited to, field preparation before games, grounds cleanup, bathroom cleanup, re-stocking janitorial supplies, general cleanup of the concession stand & parking lot, and trash disposal. These operation and maintenance responsibilities are further explained in Exhibit D, and some may be in lieu of payment for field and concession use during the period of April 1 through July 31, 2016.
4. Humboldt ASA Softball 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 lost additional cleaning requirements, additional turf maintenance, and/or field & turf damages during the use of Humboldt ASA Softball (see section 18, and Exhibit D of Facility Use Agreement). This deposit must be paid in full prior to the start of the season.

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

McKinleyville Community Services District

Humboldt ASA Softball

George Wheeler
President, MCSD

President, Humboldt ASA Softball

Date:

Date:

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

HILLER SPORTS COMPLEX FACILITY USE AGREEMENT

This HILLER SPORTS COMPLEX FACILITY USE AGREEMENT (this “AGREEMENT”), is made and entered into this 1st day of March 2016, 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 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 Babe Ruth field, two collegiate size soccer fields, concession stand, 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. "Parks and 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 Parks & Recreation Director.
- 3.2 Facility Use Requests
ORGANIZATION is responsible to submit a District Facility Use Reservation Form to the Parks & Recreation Director. The Parks and 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 Parks & Recreation Director shall be charged with resolving any scheduling conflicts, in his or her discretion.

ORGANIZATION shall have first priority of Field 3 (softball), based on schedules submitted in advance to MCSD, from April 1 through July 31.

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 Parks & 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, from time to time, by the DISTRICT regarding the use (or nonuse) of pesticides, herbicides and related products at the Hiller Sports Complex and surrounding areas.

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 Parks and 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 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 shall be allowed to decrease their portion of the maintenance fee through the use of volunteer labor to assist with maintenance of the site. Financial credit for approved volunteer labor shall be granted only for labor completed for facility maintenance tasks pre-approved by the DISTRICT. Credit shall not be granted for volunteer labor completed for game preparation. DISTRICT shall assign specific financial value to one volunteer labor hour. DISTRICT shall base ORGANIZATION's maintenance fee on the total financial value of documented volunteer labor hours subtracted from the total financial value of site use. The financial value of volunteer labor, if in excess of the total maintenance fee, is not allowed to be placed as a credit toward future facility use.

Should ORGANIZATION provide volunteers to perform facility maintenance, all said volunteers must attend a facility maintenance orientation seminar with designated

representative of ORGANIZATION. 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 some may be in lieu of payment for field and concession use during the period of April 1 through July 31, 2016.

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 Directors 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

Address _____

City/State/Zip _____

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 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:	Variable, depending on employee
Utility Vehicle:	\$35.00/hour
Tractor:	\$40.00/hour
Backhoe:	\$70.00/hour
Dump Truck:	\$50.00/hour
Boom Truck:	\$81.00/hour
Callout Fee:	\$150.00 per occurrence plus labor if time spent exceeds two 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 31st day of July, 2016.

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's 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's 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

George Wheeler, President of the Board of Directors

ATTEST: _____
Becky Schuette, Secretary to the Board of Directors

Humboldt ASA SOFTBALL

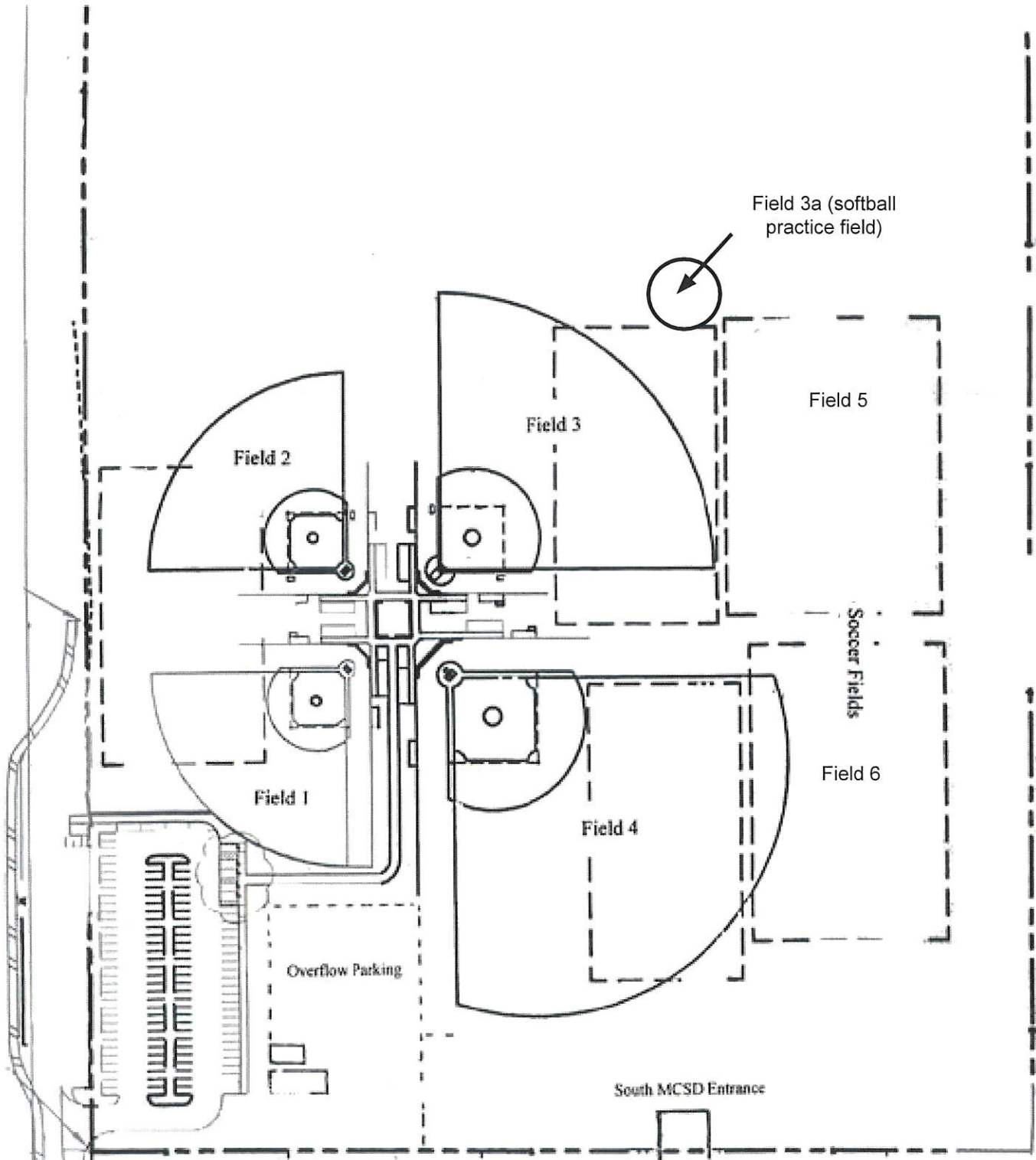
President of Humboldt ASA Softball

The Facility Use AGREEMENT Checklist

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

<u>Item:</u>	<u>Attachment #:</u>	<u>Completed:</u>	<u>Date:</u>
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	\$33.00/hour
Private Citizen/Business	\$48.00/hour

AZALEA HALL-ENTIRE FACILITY

Non-Profit Groups/Vendors	\$58.00/hour
Private Citizen/Business	\$77.00/hour

AZALEA HALL-HEWITT ROOM

Non-Profit Groups/Vendors	\$45.00/hour
Private Citizen/Business	\$55.00/hour
All Day Rate	\$486.00
Half Day Rate	\$288.00

AZALEA HALL-MEETING ROOM

Non-Profit Groups/Vendors	\$16.00/hour
Private Citizen/Business	\$22.00/hour

LIBRARY CONFERENCE ROOM

Non-Profit Groups/Vendors	\$24.00/hour
Private Citizen/Business	\$27.00/hour

PARKS

Gazebo Picnic Area	\$50.00/4 hrs
Picnic Pavilion	\$100.00/4 hrs
Special Event	\$150.00/day
*Commercial Events	\$250.00/day
*Requires Facility Host @ \$35.00 per hour unless overtime wages apply	

SPECIAL EVENT SERVICES

Event Setup	
Events with less than 100 persons	\$77.00
Events with 101-200 persons	\$107.00
Events with more than 200 persons	\$135.00

Event Cleanup

Events with less than 100 persons	\$135.00
Events with 101-200 persons	\$165.00
Events with more than 200 persons	\$200.00

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>	\$22/hour per field
<u>Baseball Field Use</u>	\$25/hour per field
<u>Baseball Field Use</u> (Youth groups).....	\$7/hour per field
<u>Softball Field Use</u>	\$25/hour per field
<u>Softball Field Use</u> (Youth groups).....	\$7/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>	\$22/hour per field
<u>Field Preparation- Turf Areas</u>	\$22/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 Softball (ORGANIZATION) for the season as defined by the McKinleyville Community Services District's (MCSD) Facility Use Agreement Contract:

1. **Ball Diamond 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 Maintenance & Safety Seminar (BDMSS) with MCSD staff.
2. **Other Field Maintenance:**
 - a. Any field maintenance desired by ORGANIZATION must be pre-approved by the DISTRICT. Credit toward use fees will be granted at the sole discretion of the DISTRICT.
 - 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 Cleanup:**
 - a. ORGANIZATION agrees to clean grounds daily to include the sports fields, sidewalks surrounding the concession area, under the bleachers, and the sidewalk pathway leading to the parking lot.
 - b. Should MCSD be required to clean after ORGANIZATION usage, MCSD shall bill ORGANIZATION for the cost of labor.
6. **Daily Bathroom & Parking Lot Cleanup:**
 - a. ORGANIZATION agrees to monitor, patrol, and keep the bathrooms and parking lot clean during their usage. ORGANIZATION agrees to reimburse MCSD for the actual labor cost regarding any required cleaning of the restrooms and parking lot by MCSD. This reimbursement will be based upon the actual labor cost to MCSD.
7. **General Cleanup of the Concession Stand (if used):**
 - 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.

8. **Overflow Parking:**
 - a. ORGANIZATION agrees to notify MCSD of any events requiring usage of the overflow parking area.
9. **Trash Disposal (If applicable):**
 - a. ORGANIZATION agrees to place a dumpster at the southeast corner of the parking lot.
 - b. ORGANIZATION agrees to keep the dumpster locked at all times not in use.
 - c. ORGANIZATION agrees to remove all trash bags from inside the sports complex each night after play, and place them in the dumpster.
 - d. No trash bags shall be left in any portion of the Concessions/Storage/Restrooms building.
10. **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.
11. **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 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: _____

PROJECT TIMELINE: _____

SIGNATURE OF ORG. REPRESENTATIVE: _____

FOR DISTRICT USE ONLY

PROJECT APPROVED: _____	PROJECT DENIED: _____
-------------------------	-----------------------

MCSD REPRESENTATIVE: _____ DATE: _____

NOTES FROM MCSD: _____

SIGNATURE OF MCSD REPRESENTATIVE: _____

McKinleyville Community Services District

BOARD OF DIRECTORS

March 2, 2016

TYPE OF ITEM: **ACTION**

ITEM: D.7 **Consider Approval of the Transition of Mary Burke from Alternate Member to Regular Voting Member of the Recreation Advisory Committee.**

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

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

Recommendation:

Staff recommends that the Board approve the transition of Mary Burke from alternate member to regular voting member of the Recreation Advisory Committee.

Discussion:

The Recreation Advisory Committee currently has two regular voting member vacancies and one alternate member vacancy. Mary Burke, currently an alternate, attends meetings regularly and is a valued contributor to the discussions and decisions of the committee. Given the current vacancies, Mary has filled a voting members space every meeting she has attended.

The current regular voting members of the Recreation Advisory Committee that were present at the February 18, 2016 meeting recommend the MCSD Board approve Mary as a regular voting member.

Appointing Mary Burke as a regular voting member would leave one regular voting member vacancy and two alternate member vacancies.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

None

Environmental Requirements:

Not applicable

Exhibits/Attachments:

None

McKinleyville Community Services District

BOARD OF DIRECTORS

March 2, 2016

TYPE OF ITEM: **INFORMATIONAL**

ITEM: E.1 **2015 California Water Environmental Association (CWEA) Awards Presentation**

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

TYPE OF ACTION: **None**

Recommendation:

Staff recommends that the Board listen to presentation, air questions and take public comment.

Discussion:

Each year California Water Environmental Association (CWEA) presents awards at their annual banquet. Nomination forms are sent in from agencies recognizing their staff or facility for these awards. A committee then goes through the nomination forms and chooses a worthy recipient for each category.

This year staff member William McBroome was honored with two awards. The Electrical/ Instrumentation Person of the Year Award and the Operator of the Year Award.

Alternatives:

Take Action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – CWEA Awards Nomination Form

North Coast Section	
California Water Environment Association	
2015 Awards Nomination Form	
(Make Selection Here)	
Collection Systems: Person of the Year	
Collection Systems: System of the Year	Miles of Pipe
Electrical/Instrumentation: Person of the Year	X
Engineering Achievement Award	
Research Achievement Award	
Laboratory: Person of the Year	
Mechanical Technician of the Year	
Operations: Operator of the Year	X ← This
Treatment Plant - Overall: Plant of the Year	Plant Flow in MGD
Pretreatment Pollution Prevention & Stormwater: Person of the Year	
Safety: Plant of the Year Award	Number of Employees
Supervisor of the Year	
Public Education: Program of the Year	Budget in Dollars
Nominations are due by November 2, 2015 to the address below.	
Name of Nominee:	Bill McBroome
Title:	Utility Person II
Employer:	MCSD
Phone #:	839-3251
Address: PO Box 2037 McKinleyville CA 95514	
Describe below or as an attachment, why this person/ agency qualifies to receive this award. Use specific examples whenever possible and attach any supporting information. The more complete the information the better the chance for nominee. The winning NCS applicant will need to provide additional information later and fill out the online application if they desire to proceed with the state CWEA competition. Contact Mike Veach for more information on the state nomination process.	
<p>Mr. McBroome is an integral part of our team at McKinleyville Community Services District. His extensive knowledge of both mechanical and electrical control systems has benefited the District both economically and in shortened down-time. He has been irreplaceable in the planning stages of our current plant upgrade; reviewing the proposed system, pointing out deficiencies, and making sound suggestions on ways to improve the plant. We are all proud to count Bill as a coworker and a friend.</p>	
Nominator:	Erik Jones
Title:	Leadman
Employer:	MCSD
Phone #:	839-3251
Address: PO Box 2037 McKinleyville, CA	
Signature:	
Send, email or Fax Applications to:	Mike Veach at SHN 812 W. Wabash Ave Eureka, CA 95501-2138 Phone: 441-8855 Fax: 441-8877 mveach@shn-engr.com

McKinleyville Community Services District

BOARD OF DIRECTORS

March 2, 2016

TYPE OF ITEM: **ACTION**

ITEM: E.2 **Adopt Resolutions 2016-05 & 2016-06 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 2016/2017; Declaring Intention to Levy and Collect the Fiscal Year 2016/2017 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 adopt Resolution 2016-05 & 2016-06:

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 2016/2017, **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 2016/2017, accepts and approves the Engineer's Report regarding the assessments and sets the Public Hearing for April 6, 2016, **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 2016/2017 Engineer's Report anticipates that Measure B collections from the existing 5,620 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 \$211,132.34. This assessment revenue represents approximately 33% of the total estimated \$623,167 budgeted for Fiscal Year 2016/2017 to fund the operation and maintenance of MCSD's parks and recreation facilities including completing construction of the new Teen & Community Center.

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Resolution 2016-05 A resolution initiating proceedings for the Measure B Maintenance Assessment District
- Attachment 2 – Resolution 2016-06 A resolution of Intention that declares the Board's intention to levy and collect the Measure B Maintenance Assessment District
- Attachment 3 – Draft Annual Engineer's Report for Fiscal Year 2016/17

RESOLUTION 2016 – 05

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 2016/2017

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 2016/2017 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 2016/2017.

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, 2016 and ending June 30, 2017.

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 Board of Directors of 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 2016/2017.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on the 2nd day of March, 2016 by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

George Wheeler, Board President

Attest:

Becky Schuette, Board Secretary

RESOLUTION 2016-06

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 2016/2017; 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 2016/2017.

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 2016/2017 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 2016/2017 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 XIID.

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 2016/2017 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 6, 2016**, 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 2016/2017, 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 Board of Directors of the McKinleyville Community Services District does hereby declare its intention to levy and collect the annual assessments for the Measure B Maintenance Assessment District – Renewal for Parks, Open Space, and Recreation Facilities for Fiscal Year 2016/2017; accepting and approving the Engineer's Report prepared in connection thereto; and setting a time and place for the public hearing on these matters.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on the 2nd day of March, 2016 by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

George Wheeler, Board President

Attest:

Becky Schuette, Board Secretary



MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

MEASURE B MAINTENANCE ASSESSMENT DISTRICT (RENEWAL FOR PARKS, OPEN SPACE, AND RECREATIONAL FACILITIES)

2016/2017 PRELIMINARY ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: March 2, 2016

Public Hearing: April 6, 2016

27368 Via Industria
Suite 200
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510

www.willdan.com/financial



**McKinleyville Community Services District
Measure B Maintenance Assessment District — Renewal for
Parks, Open Space, and Recreational Facilities**

Fiscal Year 2016/2017

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 2016/2017. 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 _____, 2016.

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

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 2016/2017 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 2016/2017, 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 2016/2017. 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 2016/2017. 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 2016/2017 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 2016/2017. 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 2016/2017.

Part I — Plans and specifications

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 2016/2017 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 2016/2017 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 2016/2017 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 2016/2017.

Part II — METHOD OF APPORTIONMENT

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	4,996	6,713.00
	0.500 EBU per Bed ⁽¹⁾	1	36.00
	Residential Total	4,997	6,749.00
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)	499	164.67
Exempt	0.000 EBU per Parcel	115	53.64
Totals ⁽²⁾		5,751	7,159.72

(1) For Fiscal Year 2016/2017 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 5,751 parcels in the District representing a total of 7,159.72 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 5,620 parcels representing 7,036.08 EBUS that are proposed to be applied to the tax rolls for Fiscal Year 2016/2017.

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

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 (7,159.72 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 2016/2017 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 \$214,842.00 at an assessment rate of \$30.00 per Equivalent Benefit Unit based on 7,159.72 EBU, of which approximately \$211,132 (7,036.08 EBU) is proposed to be collected on the County tax rolls based on current property information:

Mckinleyville CSD FY1617 District Budget

Expenditures:

Operation and Maintenance:

Pierson Park	\$ 54,380
Hiller Park West	40,550
Hiller Sports Complex	89,900
Azalea Hall	80,690
McKinleyville Activity Center	84,810
Trails	41,300
Undeveloped Property	15,000
Future Parks & Facilities (including Teen/Family Center)	19,250

Operation and Maintenance Sub-total:	\$ 425,880
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Capital Improvements ⁽¹⁾	180,437
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Total Program Budget	\$ 606,317
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Incidental Expenses	16,850
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Total Annual Expenditures:	\$ 623,167
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Revenues:

General Benefit Obligation	\$311,584
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Additional Non-Assessed Funding ⁽²⁾	96,742
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Non-Assessment Revenue Sub-total:	\$ 408,325
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Non-Taxable Special Benefit Assessment Revenue ⁽³⁾	\$ 3,709
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Taxable Special Benefit Assessment Revenue(Collected on Tax Rolls)	\$ 211,132
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Total Measure B Special Benefit Assessments	\$ 214,842
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Total Annual Revenues:	\$ 623,167
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Fund Balance (Capital/Rehabilitation Improvements):

Estimated Beginning Fund Balance (As of 07/01/2016)	\$258,370
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Estimated Fund Collection ⁽¹⁾	\$180,437
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Estimated Expenditures	\$0
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Estimated Ending Fund Balance	\$438,807
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(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 2016/2017 results in the following calculation of assessments:

$$\text{\$214,841.54} \div 7,159.72 \text{ EBU's} = \text{\$30.00 per EBU}$$

Therefore, a single benefit unit or the Annual Assessment Rate for Fiscal Year 2016/2017 (Applicable to a typical Residential Dwelling Unit) will be \$30.00.

Assessment Summary

Total Measure B Special Benefit Assessments	\$ 214,841.54
Total Equivalent Benefit Units	÷ \$ 7,159.72
Assessment Rate per EBU	\$ 30.00

Assessment Breakdown of Non-Taxable Properties

EBU of Non-Taxable Properties	123.64
Assessment Rate per EBU	x \$ 30.00
Non-Taxable Property Adjustment ⁽¹⁾	\$ 3,709.20

⁽¹⁾ 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	7,159.72
EBU of Non-Taxable Properties ⁽¹⁾	- 123.64
Equivalent Benefit Units Levied on Tax Rolls	7,036.08
Balance to be collected on Tax Rolls ⁽²⁾	211,132.34
Equivalent Benefit Units Levied on Tax Rolls	÷ 7,036.08
Assessment Rate per EBU	30.00

⁽¹⁾ 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.

⁽²⁾ Difference due to rounding.

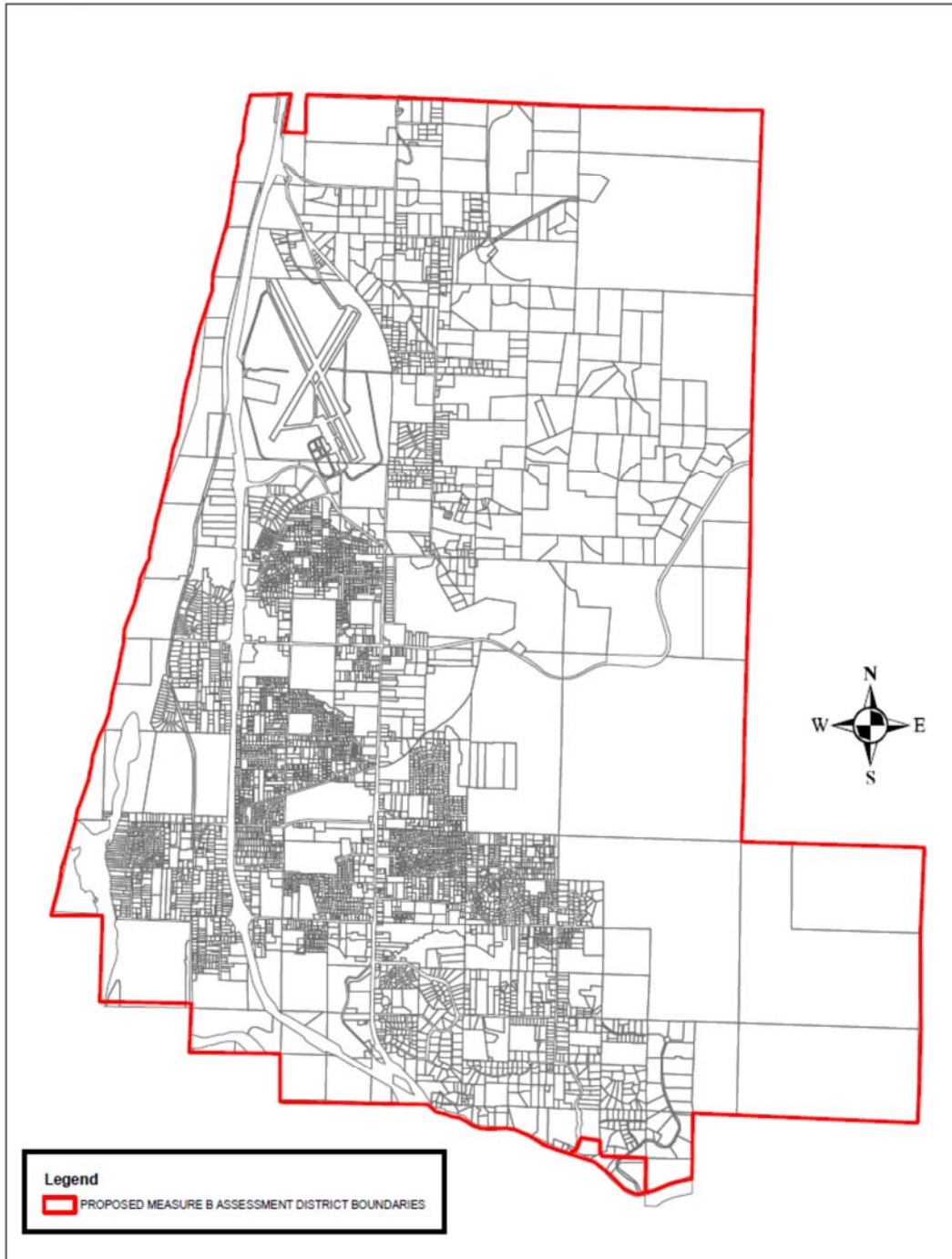
Therefore, the anticipated annual assessment revenue to be collected on the tax rolls is approximately \$211,132.34.

Part IV — DISTRICT DIAGRAM

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

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 2016/2017 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 2016/2017. 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.

	Maintenance Wages	Maintenance Supplies	Planned Capital Improvement Funding	Totals
PARK ENHANCEMENTS				
Pierson Park	\$ 47,380	\$ 7,000	\$ -	\$ 54,380
Hiller Park West	36,050	4,500	5,000	45,550
Hiller Sports Complex	82,400	7,500	9,000	98,900
<i>subtotal:</i>	\$ 165,830	\$ 19,000	\$ 14,000	\$ 198,830
HALLS/ACTIVITY CENTERS				
Azalea Hall	\$ 75,190	\$ 5,500	\$ 16,000	\$ 96,690
McKinleyville Activity Center	79,310	5,500	-	84,810
<i>subtotal:</i>	\$ 154,500	\$ 11,000	\$ 16,000	\$ 181,500
TRAILS				
School Road Trail	\$ 10,000	\$ -	\$ -	\$ 10,000
Hiller Loop Trail	20,000	1,000	-	21,000
Other Trails	10,300	-	-	10,300
<i>subtotal:</i>	\$ 40,300	\$ 1,000	\$ -	\$ 41,300
UNDEVELOPED PROPERTY				
River Property	\$ 5,000	\$ -	\$ -	5,000
Washington Property	5,000	-	-	5,000
Hewitt Ranch	5,000	-	-	5,000
<i>subtotal:</i>	\$ 15,000	\$ -	\$ -	\$ 15,000
FUTURE PARKS & FACILITIES ⁽¹⁾				
Renovations/Rehabilitation Projects	\$ -	\$ -	\$ 23,000	23,000
Teen/Family Center	11,000	8,250	127,437	146,687
<i>subtotal:</i>	\$ 11,000	\$ 8,250	\$ 150,437	\$ 169,687
Grand Totals:	\$ 386,630	\$ 39,250	\$ 180,437	\$ 606,317

(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 2016/2017. 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	LandUse	Special Benefit Assessment ⁽¹⁾	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	LandUse	Special Benefit Assessment ⁽¹⁾	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	LandUse	Special Benefit Assessment ⁽¹⁾	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	LandUse	Special Benefit Assessment ⁽¹⁾	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
Total	123.64		\$3,720.00	\$0.00
Parcel Count				131

(1) These assessments 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 \$3,709.20. Difference is due to rounding.

McKinleyville Community Services District

BOARD OF DIRECTORS

March 2, 2016

TYPE OF ITEM: **ACTION**

ITEM: E.3 **Approve Memorandum of Understanding between City of Arcata and McKinleyville CSD related to the provision of water and annexation of Eureka Ready Mix property on Boyd Road**

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

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends that the board review the information provided, take public comment and authorize the General Manager to execute the Memorandum of Understanding (MOU) pertaining to the annexation by Arcata of Eureka Ready Mix property, **Attachment 2**.

Discussion:

City of Arcata's annexation of Eureka Ready Mix property was heard by LAFCo in September of 2015. A letter was drafted by MCSD management and submitted to LAFCo and the City voicing concerns with the terms of the annexation of the entire area, not specifically Eureka Ready Mix, **Attachment 9**. LAFCo, however, requested Arcata return to discussions with MCSD and develop an MOU for water provision for Eureka Ready Mix, before they would approve the annexation.

In November 2015 MCSD and the City of Arcata management met to discuss the annexation of Eureka Ready Mix. We agreed a solution would be developed, that was amicable to both agencies, that would determine the provision of water for the area requesting annexation.

The MOU drafted and reviewed by Legal Counsel, was approved by the Arcata City Council in January of 2016, **Attachment 2**. It is now proposed that our board approve the MOU. A letter from Eureka Ready Mix requesting annexation by Arcata is also included as **Attachment 1**.

Historic Summary

In 2012 it was brought to MCSD's attention that the City of Arcata intended to annex the Boyd Rd area, see map as **Attachment 8**. It is worth mentioning that the area is in their sphere of influence.

In March of 2012, an agenda item was brought to the MCSD board by GM Shopay requesting action to annex the Boyd Rd area for domestic water provision, **Attachment 5**. The board approved and thereby directed staff to pursue annexation of Boyd Road for water provision, see **Attachment 6** minutes from March meeting.

In mid-December 2012, Arcata submitted a Draft Initial Study for review and comment related to the annexation of the Boyd Rd area. In January of 2013 MCSD prepared a letter commenting on Arcata's Initial Draft Study related to the annexation. Clarification was requested on several items including a timeline for MCSD to discontinue service, should the annexation proceed; Would we be reimbursed for our infrastructure? How did they intend to serve our customers to the east, that are outside the annexation area?

The GM and MCSD Directors attended the Arcata Planning Commission and City Council meeting in the early part of 2013. The City Council was much more receptive than the Planning Commission. It is my opinion, that based on the written comments and responses from MCSD management, testimony of the board members and management at their public meetings, and the organization and cohesiveness of the property owners, the city council understood the difficulties in the annexation.

The final outcome of that City Council Meeting was:

1. The City has directed staff to negotiate with MCSD about provision of water services. This could include an option for an intergovernmental agreement between MCSD and Arcata.
2. Additional information about voluntary parcels will also be reviewed.
3. The City Council is not expecting this matter to be heard at the March 6, 2013 City Council meeting, but rather after negotiations with MCSD are concluded.

At the April 2013 Board Meeting, Management sought board approval to petition LAFCo for an Out of District Service agreement for our infrastructure on the Boyd Rd Area, **Attachment 7**. At that meeting the board approved staff recommendation to pursue an out of service agreement with LAFCo and enter into negotiations with Arcata for an Intergovernmental Service Agreement.

Per MCSD Board and the City Council of Arcata a meeting was held in May of 2013 to discuss the service of water in the Boyd Road area. Management was under the impression that the meeting was very productive and it was promising that a beneficial remedy would come from the discussions. We met again to discuss the possibility of Wheeling Charges and an Intergovernmental Service

Agreement, much like the agreement between City of Eureka and Humboldt Community Services District.

LAFCo met in July 2013 and approved MCSD's request to recognize our services outside boundaries. LAFCo staff commended the information provided and said the process we used should be a template for other agencies. The information was filed into the public record, thereby legitimizing our services outside MCSD boundaries for the first time since LAFCo was formed.

A significant amount of time elapsed without conversation between MCSD and the City but in October of 2014 meetings were held and a response to a term sheet and proposed MOU were submitted to Arcata by management,

Attachment 3. The terms set forth were inconsistent with MCSD Board Policy on that area and did not reflect discussions conducted at the staff level between MCSD and City of Arcata. Management, along with legal counsel and a planning consultant assistance, drafted a response and submitted it to Arcata staff.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

To be determined

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Eureka Ready Mix Letter 2-10-16
- Attachment 2 – Boyd Road Memorandum of Understanding
- Attachment 3 – Boyd Road Draft Plan for Services Response 1-20-15
- Attachment 4 – Boyd Road Annexation Public Hearing Notice
- Attachment 5 – Original Boyd Road Staff Note from 2012
- Attachment 6 – Minutes of March 14, 2012 Special Board Meeting
- Attachment 7 – LAFCo Process Staff Note 4-3-13
- Attachment 8 – Eureka Ready Mix Parcels 2-2016
- Attachment 9 – Boyd Road LAFCO Letter 9-2-15

EUREKA READY MIX CONCRETE CO., INC.

ERM

EUREKA SAND & GRAVEL

**4945 Boyd Road
Arcata, Ca. 95521**

February 10, 2016

Mr. Larry Oetker
Community Development Director
City of Arcata
736 F Street
Arcata, California 95521

Re: City of Arcata Annexation
4945 Boyd Road

Dear Mr. Oetker:

As the property owner of APN's 507-381-04, 507-381-05, and 507-381-07, We have requested that these properties be annexed into the City of Arcata. We are aware of the MOU being considered by the City of Arcata and McKinleyville Community Services District (MCSD) concerning the transfer of water service from MCSD to the City of Arcata in the future, at which time the properties will no longer be serviced by water from MCSD.

Should you have any questions or concerns regarding the request for annexation, please contact me.

Sincerely,



Mr. Rob McLaughlin
President

CC: File

**EUREKA OFFICE (707) 443-2791 – FAX (707) 443-1363
BLUE LAKE PLANT (707) 822-2937 – SHOP (707) 822-5736 SHOP FAX (707) 822-9215
ARCATA PLANT (707) 822-1795 – ALTON PLANT (707) 725-4417 – FORTUNA PLANT (707) 725-1080**

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT AND
THE CITY OF ARCATA
PERTAINING TO THE ANNEXATION OF EUREKA READY MIX PARCEL
APNs 507-381-004, -005, and -007**

This Memorandum of Understanding is hereby made and entered into by and between the McKinleyville Community Services District ("MCSD") and the City of Arcata ("City"). This Memorandum of Understanding is effective as of _____, 2016.

RECITALS

- A. Pursuant to City of Arcata Resolution No. 145-05, the City submitted an application to the Humboldt County Local Area Formation Commission ("LAFCo") for the annexation of 26 acres of land in the Boyd Road area of Arcata, including three parcels currently developed with commercial and industrial uses presently owned by Eureka Ready Mix ("ERM"), APNs 507-381-004, -005, and -007 (herein "ERM Property"). The ERM Parcels are within the City's Sphere of Influence and its Urban Services Boundary.
- B. Said annexation application was made by the City in response to requests by the property owners and their respective interests in further property development at levels that would not be allowed under Humboldt County's current land use regulations. Specifically, ERM would like to receive City water and sewer services in order to facilitate further subdivision and industrial development.
- C. MCSD currently provides water service to the ERM Property.
- D. The City's annexation Plan of Services proposes to continue the status quo in regard to water service with MCSD providing water service to the ERM Property until such time as additional development or subdivision is proposed for the ERM Property, and the City extends a new waterline to the ERM Property as contemplated in Recital Paragraph E, below.
- E. Pursuant to Government Code section 56658(f), LAFCo issued a Certificate of Filing for the City's annexation application on August 21, 2015, stating it "is anticipated that once the properties are annexed and ERM chooses to make application to the City for an expansion of uses at the site, the City would extend a new waterline within the Boyd Road right-of-way from existing infrastructure located near Boyd Road and Giuntoli Lane (Town and Country Mobile Home Park) to serve the ERM site. . ." The Certificate of Filing set the annexation application for LAFCo Board consideration on September 16, 2015.
- F. On September 2, 2015, MCSD provided written opposition to the annexation on stated grounds that the City may not legally provide water service to "MCSD's service area until MCSD pays off its loan to the U.S. Department of Agriculture. MCSD's loan is not scheduled to be paid off in the year 2022. Therefore, the City of Arcata may not provide water service to the annexation area until that time."
- G. Based on the MCSD opposition, the LAFCo Board gave direction at its September 16, 2015, meeting that it will consider approval of the annexation when the following condition of proposed Resolution No. 15-11, is satisfied: "a MOU or service change agreement [between the City and MCSD is] structured to allow sufficient time for full debt repayment or compensation. Should the

agreement allow for additional MCSD water service to be provided prior to 2022 due to additional City development, LAFCo review would be required.”

H. The City disputes MCSD’s claim that the City may not provide water service in the proposed annexation area until MCSD has paid off its loan to the U.S. Department of Agriculture in 2022, on the grounds that pursuant to MCSD Resolution 1982-351, said U.S. Department of Agriculture loan was issued for the construction of sewer infrastructure only, not water, and was secured through a pledge of sewer service revenues, not water service revenues.

I. The parties seek to comply with LAFCo’s direction to enter into a MOU regarding the coordination of water service on the ERM Property by maintaining the status quo in regard to water services, with MCSD providing water service to the ERM Property until such time as additional development or subdivision is proposed for the ERM Property, and thereby allow the City’s pending annexation application to proceed.

NOW THEREFORE, it is mutually understood and agreed by and between the parties that:

1. The Recitals as set forth above are true and correct and incorporated herein, including all defined terms.
2. MCSD shall continue to supply water to the ERM Property through its existing water infrastructure, until such time as the owner of the ERM Property obtains approval for additional development on or subdivision of the ERM Property and the City extends a new waterline to the ERM Property as contemplated in Recital Paragraph E, above. During this time, MCSD shall be responsible for all operational and maintenance costs of this infrastructure.
3. MCSD shall read the water meter servicing the ERM Property and shall send a water bill itemizing the quantity of water utilized by the customer and the water service charges to the owner (and/or successor owner(s)) of the ERM Property.
4. If the owner (and/or successor owner(s)) of the ERM Property provides written consent, MCSD will send the City of Arcata a copy of the water bill for the ERM Property service
5. MCSD shall not install any additional water service connections or meters to the ERM Property, or otherwise expand or enlarge this water service.
6. At the time of future ERM Property development or subdivision, the City and/or ERM Property owner may elect to extend water lines from the City’s water system to the ERM Property as contemplated by Recital Paragraph E, above. MCSD will continue to provide water service, and collect all charges for service, until each and all of the following conditions are satisfied: (a) the City installs water lines from the City’s existing water system to the ERM Property; (b) the newly constructed water lines are operational and effective; (c) the owner of the ERM Property requests, in writing, to terminate MCSD service; and (d) as part of termination of water service, the owner of the ERM Property facilitates the physical disconnection of water service from MCSD’s water distribution mainline consistent with MCSD operational standards and specifications.
7. This MOU applies exclusively to the ERM Property, and MCSD does not consent to terminate water service to any other real property parcel or parcels pursuant to this MOU.

NOW THEREFORE, the parties have executed this MOU as of the date indicate below.

**MCKINLEYVILLE COMMUNITY
SERVICES DISTRICT**

Dated: _____

By: _____

Its _____

CITY OF ARCATA

Dated: 2.3.14

[Signature]

By: Karen Diemer

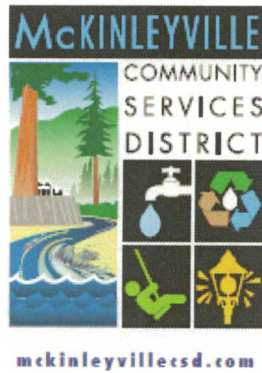
Its City Manager

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

January 20, 2015

Larry Oetker, Community Development Director
City of Arcata
736 F Street
Arcata CA 95521

RE: Draft Plan for Services, LAFCo Boundary Change Application Boyd Road Annexation to City of Arcata

Dear Mr. Oetker,

The McKinleyville Community Services District (District) supports the City of Arcata's (City) desire to generate jobs in the Boyd Road industrial area. As water purveyor to the Boyd Road area for more than 43 years, we actively supported business development by providing a secure and safe public water supply to the entire Boyd Road community. These services are provided at pressures and flows such that the City would have to invest significant capital outlay in order to duplicate. The provision of water to this area by the District makes as much sense today as it did when we started providing service in 1972, due to the District's 18-inch main transmission line that traverses the area.

The District would like to emphasize that we responded to the City in November (attached) regarding our concerns with the proposed Term Sheet and requested that an MOU be in place prior to proceeding with annexation beyond Eureka Ready Mix (ERM). To date, the City has yet to respond to our November 24th letter or our preference for an MOU. The staff report and attached plan of services provides several alternatives for ensuring continued public water supply. The District supports the City's preferred interim service option (Option 1, presented on page 4 of the City of Arcata's Draft Plan for Services) to service only the ERM annexation, provided an MOU is in place between the District and the City prior to any other annexations. This option allows the District to continue to provide water to the Boyd Road area, which in our opinion, is consistent with LAFCo's mission. We recommended this approach in our attached letter and are pleased to see that the City favors this arrangement. All of the other options require duplication of water services, which would result in increased cost to the customer without any increase in service.

To be clear, the District does not agree with the City of Arcata's proposal limiting the District's ability to provide additional water without annexation into Arcata (Option 3 also on page 4 of proposed Draft Plan for Services). It is our understanding that the City has no jurisdiction

regarding water service in the Boyd Road area and that the final determination is made by LAFCo.

The District remains committed to a cooperative approach that will ensure there is no duplication of service or unreasonable increase in cost to our customers, that flows and pressures are adequate for fire protection of the entire Boyd Road community and District infrastructure, and that the integrity of our water quality is not jeopardized. McKinleyville Community Service District looks forward to a discussion regarding an MOU with the City of Arcata and development of a definitive timeline with milestones for resolution of this matter.

Sincerely,



Gregory Orsini,
General Manager

Enclosure/Attachment

Cc: Karen Diemer
Mark Andre
Arcata City Council & Mayor
LAFCo Commissioners
McKinleyvilleCSD Board of Directors

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MAIN OFFICE:

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

PARKS & RECREATION OFFICE:

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

November 24, 2014

Mark Andre
Director of Environmental Services
City of Arcata
736 F Street
Arcata CA 95521

RE: Response to Term Sheet for Memorandum of Understanding between McKinleyville Community Services District and the City of Arcata Concerning Interim Delivery of Water Services to Properties Located In Boyd Road Area

Dear Mark,

Thank you for the correspondence recently sent containing a proposed term sheet for a Memorandum of Understanding (MOU) between the City of Arcata (Arcata) and McKinleyville Community Services District (MCSD) attached as EXHIBIT A, concerning future/continued water service to existing MCSD water service customers in the Boyd Road area. As we previously discussed, I anticipated you sending a proposal related to the one (and only) parcel that has requested annexation to Arcata owned by Eureka Ready Mix. The proposal I received, however, is apparently intended to apply to all Boyd Road area water users, even those who have not requested annexation.

We find the proposed MOU terms problematic on many levels. Among them, MCSD Board of Directors is reluctant to sever direct service account relationships with its water service users in the Boyd Road area, as it could jeopardize the legal propriety of MCSD's existing rate structure and compromise future rate increases. MCSD is also concerned about creating a relationship where Arcata acts, for all intents and purposes, as the water service provider to a customer even though Arcata does not own or operate any of the water conveyance infrastructures.

Historically, land and business owners within this area could expand their businesses and rely upon MCSD to provide adequate water to meet both potable and fire flow requirements. Inferred, but never stated by Arcata, is a concern that if water is provided by MCSD the land owners will not request annexation by Arcata and that once fully developed, the property owner may protest future annexation to Arcata.

Having reviewed the matter with MCSD's legal counsel, consulting engineers, and those knowledgeable in land use planning, a far simpler solution utilized in other jurisdictions for situations exactly like this exists. The solution to assure that this does not occur is simply to require a pre-annexation agreement that eliminates the ability of the property owners to protest future annexation attempts. Under the pre-annexation agreement, MCSD would provide the water needed for business expansion and the issue of who provides services that Arcata can accommodate will wait until the next annexation request is submitted to Humboldt Local Agency Formation Commission (LAFCo) for consideration.

MCSD has been providing services to this area since 1972 and its primary transmission main traverses the area under discussion. MCSD has a significant interest in ensuring the safety and security of this water

transmission main. By providing direct services to the surrounding properties, MCSD is able to ensure that there are no cross connections with wells or other services and maintain the security and integrity of our water supply. MCSD does not oppose any annexation request by Arcata for land use authority in this area. The issue of annexation is for Arcata, LAFCo and ultimately the land owners to decide. However, because of the potential for cross connections, different maintenance teams, and the confusion that can arise with more than one agency managing this vital resource, MCSD considers the annexation and operation of its facilities in this area unacceptable. As such, MCSD will actively oppose any action that would jeopardize MCSD's provision of water to this area.

Many cities have water services provided by services districts that are operated and controlled within their corporate limits. These water districts ensure a safe and continuous water supply for city residents and cooperate with the city in planning for and providing water as needed for growth.

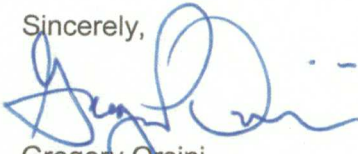
Arcata has neither a definitive timeframe for providing water nor the intent to supply all current MCSD customers in the area. Since MCSD is already providing services to this area, has both the system capacity (including fire flows) and the overarching governmental interest to remain the service provider, we would rather cooperate with Arcata to continue to provide services.

Our recommended cooperative approach will save Arcata large capital outlay and would allow MCSD the ability to maintain the integrity of their critical water infrastructure in this area. This approach would eliminate duplication of existing services and provide high volume capability service to all of the customers in that area.

At this time we would consider an agreement based on the concept of your MOU for Eureka Ready Mix to facilitate their annexation request. At a minimum, this allows the existing business to subdivide, providing the potential for much needed employment opportunity in the County. Overall, it acknowledges to Arcata that at least one of the property owners in the area is amenable to annexation.

McKinleyville Community Services District would like to foster a long term relationship with the City of Arcata and it is very important to our Board and management to work amicably for our communities. The most important thing to remember is what is best for the community and its future growth. Our recommendation encourages all parties involved to work toward the common goal of enhancing both relationships and the communities in which we live and the goal of providing the most efficient and reliable delivery of service available consistent with LAFCo principals

Sincerely,



Gregory Orsini,
General Manager

Enclosure

Cc: Russ Gans
Mike Foget
George Williamson

Term Sheet for MOU between McKinleyville Community Services District (MCSD) and the City of
Arcata (City)
Concerning Interim Delivery of Water Services to Properties Located In Boyd Road Area

1. MCSD is currently servicing 22 connections in the Boyd Road Area within a portion of the of the City's Urban Services Boundary that provide approximately 336,000 CF/Year (2,513,280 Gallons/year). [Table A1: Summary of MCSD Water Service Connections in Boyd Road Area].
2. It is critical that these customers continue to receive reliable water service without disruption of service.
3. MCSD will not install any additional water service connections or install any larger service meters on existing connections in the Boyd Road area, without the approval from the City. The City will follow the process as outlined in section 9.94.100 of the City's Land Use Code when considering requests for new or expanded service connections.
4. Until such time as any particular parcel identified on Table A1 is annexed into the City and that parcel is connected into the City's water delivery system, water service will be delivered to the parcel as follows:
 - a. MCSD's existing water infrastructure will continue to maintain and supply water without service expansion or enlarging existing water meters.
 - b. MCSD will read the meters and send water bills based upon the quantity of water used by the customer and other related water service charges to the City.
 - c. The City will pay MCSD the amount owed as documented by the service billing.
 - d. The City will then bill the customer directly via the City's utility billing system.

Attachments:

Table A1.

Map: Boyd Road Arcata Urban Services Boundary and Proposed Annexation

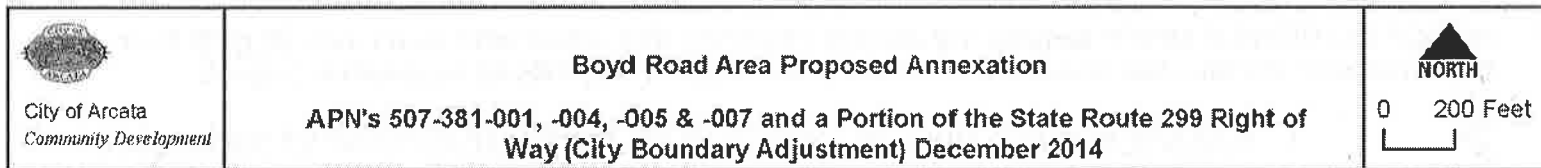
Table A1: Summary of Water Service Connections in the Boyd Road Area

Meter No.	Name	12 Mo Average Use (CF/month)	Year Water Service Initiated
7656	Eureka Ready Mix	7,200	2007
7743	Trinity Diesel	900	2007
7752	Caltrans	200	2007
7751	Sheila Peterson	300	2007
7750	John Piccirilli	400	2007
7749	Alsco	200	2007
7748	Scott's Heavy Equipment	100	2007
7747	Caltrans	100	2007
7746	Dutra	0	2007
7745	Schwans	0	2007
7744	Brandon Hemenway	100	2007
7927	Humboldt All Faith	3,100	1973
7654	Humboldt All Faith	1,400	2009
5956	Cummins West	900	1994
7319	J R Stephens Co.	6,100	2004
1984	G.R. Sundberg	3,200	1992
7588	Almquist Lumber	700	1973
7589	Almquist Lumber	100	2006
7587	Almquist Lumber	200	2006
7982	Three G's	2,800	1992
7658	Eureka Ready Mix (Fire Service)	0	2007
7320	J R Stephens Co. (Fire Service)	0	2004
TOTAL (CF/ Month)		28,000	
TOTAL (CF/Year)		336,000	
TOTAL (Gallons/ Year)		2,513,280	



City of Arcata
Community Development

Boyd Road Proposed City Limits 7/3/2013



NIXIE 537 3E 1009 0201/02/15
 RETURN TO SENDER
 NO SUCH NUMBER
 UNABLE TO FORWARD
 BC: 955216Z1136 * 247Z-03946-02-19

95521 (6211

216



NSA





City of Arcata

Community Development Department
736 F Street · Arcata CA 95521 · 707-822-5955

PUBLIC HEARING NOTICE

CITY OF ARCATA

NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF ARCATA FOR THE ANNEXATION OF ASSESSOR PARCEL NUMBERS: 507-381-004, 507-381-005 and 507-381-007 and THAT PORTION OF THE STATE ROUTE 299 RIGHT OF WAY BETWEEN THE CURRENT CITY OF ARCATA BOUNDARY AT BOYD ROAD AND THE EASTERN EDGE OF THE URBAN SERVICES BOUNDARY WHICH TERMINATES AT THE WEST BANK OF THE MAD RIVER

NOTICE IS HEREBY GIVEN that the Arcata City Council will conduct a Public Hearing on Wednesday January 21, 2015, beginning at 6:00 p.m. (or as soon thereafter as can be heard) in the City Council Chambers at Arcata City Hall, 736 "F" Street, to consider approving a "Resolution of Intent to Annex" and to direct Planning Staff to prepare an application to the Humboldt County Local Area Formation Commission (LAFCo) for consideration of the above referenced annexation.

NOTICE IS FURTHER GIVEN that on April 3, 2013, the City Council of the City of Arcata adopted Resolution No. 123-26 whereby adopting the Negative Declaration of Environmental Impact prepared for the project, but was not prepared at that time to authorize that the annexation proposal move forward to LAFCo.

NOTICE IS FURTHER GIVEN to property owners receiving this notice who own lands OTHER than those listed in the title, but who were included in the original Boyd Road annexation project:

1. YOU ARE NOT INCLUDED IN THE CURRENT ANNEXATION PROJECT. Although you are welcome to submit comments and/or attend the meeting as an interested citizen, you are not required to participate in this hearing as it does not affect your property.

However,

2. You are hereby invited to submit a written request to be included in the City-sponsored annexation at no cost to you, if you so desire. If you would like to be included in the current annexation, please submit a written request to the Community Development Department, to the attention of Alyson Hunter, Senior Planner, before or on the date of this noticed hearing.

NOTICE IS FURTHER GIVEN that the information regarding the proposed project and environmental determination may be reviewed at the Community Development Department at Arcata City Hall, 736 F Street, Arcata, on weekdays between the hours of 9:00 a.m. and 5:00 p.m., or by phone: 707-822-5955. Contact person: Alyson Hunter, Senior Planner.

NOTICE IS FURTHER GIVEN that, pursuant to §1094.5 of the California Code of Civil Procedure, "If you challenge City action on a proposed project in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the hearing body at, or prior to, the public hearing(s)."

McKinleyville Community Services District

BOARD OF DIRECTORS

March 14, 2012

TYPE OF ITEM: **ACTION**

ITEM: E.3. Potential Boyd Road Annexation into MCSD's Sphere of Influence and Continued Service Discussion

PRESENTED BY: Norman Shopay / Rebecca Crow (GHD Inc.)

TYPE OF ACTION: Voice Vote

Recommendation:

Prepare and submit an application to LAFCO to Annex the Boyd Road Area for water service only

Discussion:

Between Humboldt Bay Municipal Water District's (HBMWD) Korblex facility and the Mad River (primarily in the Boyd Road area) MCSD provides water to 22 connections including 2 fire services. The District's first water connection in the Boyd Road Area was to Del Norte Box Company in September of 1972 and by 1973 there were four connections. MCSD currently provides an average of 2.5 million gallons of water annually to the Boyd Road Area. MCSD has provided service to this area prior to the current LAFCO regulations.

A letter from the City of Arcata (copy attached) suggested that MCSD was supplying water within the City of Arcata's Sphere of Influence Boundary.

MCSD has been approached by Eureka Ready Mix for additional water service connections to facilitate a lot line adjustment with the County, however the City of Arcata has objected to MCSD's providing water. The City's reason for objecting is that servicing of parcels outside MCSD's boundaries results in impeding the highest and best use of the site.

MCSD has both a formal district boundary and a sphere of influence which indicates where services are allowed to be provided. The Boyd Road area is outside the MCSD sphere of influence. The water services are located in the City of Arcata's Sphere of Influence.

MCSD requested that GHD review and evaluate the history of the water installations and provided recommended options for MCSD to consider.

Rebecca Crow is here this evening and will be presenting an overview of information contained in her memorandum dated February 16, 2012.

Alternatives:

Staff's analysis includes the following potential alternative:

- Do Nothing
- Annex the Boyd Road Area for both Water and Sewer
- Coordinate with the City of Arcata

Fiscal Analysis:

Providing water to the Boyd Road area would further increase water revenue to the District. The District currently receives approximately \$1,500 in monthly revenue from this area.

Environmental Requirements:

Not applicable

Exhibits/Attachments

- GHD Memorandum dated February 16, 2012
- Map

EXHIBIT D.2

**MINUTES OF THE SPECIAL MEETING OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
HELD ON WEDNESDAY, MARCH 14, 2012 AT 7:00PM AT AZALEA HALL,
1620 PICKETT ROAD, MCKINLEYVILLE**

The regular meeting of the Board of Directors of McKinleyville Community Services District convened at 7:00pm with the following Directors and staff in attendance:

Dennis Mayo, Board President
David Couch, Vice President
Helen Edwards, Director
John Corbett, Director
Bill Wennerholm, Director

Norman Shopay, General Manager
Gregory Orsini, Operations Director
Sharon Denison, Board Secretary
Jason Sehon, Park & Recreation Director
Russ Gans, Legal Counsel

AGENDA ITEM A-CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE AND ADDITIONS TO THE

AGENDA: At 7:00pm President Mayo called the meeting to order, roll call was taken with all Directors present and Director Edwards led the pledge of allegiance. There were no additions to the agenda.

AGENDA ITEM B-APPROVAL OF THE AGENDA:

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

MOTION VOTE: Ayes: Corbett, Couch, Edwards, Wennerholm, Mayo

MOTION SUMMARY: Motion Passed-5 AYES; 0 NAYS

AGENDA ITEM C- PUBLIC HEARING-NONE

AGENDA ITEM D-CONSENT CALENDAR: No Consent Calendar Items

AGENDA ITEM E.1-DRAFT FISCAL YEAR 2012/2013 CAPITAL IMPROVEMENT PROGRAM (CIP) FOR PROJECTS THROUGH 2022: In compliance with the Board's designated funds policy, which includes a reserve for capital asset repair and replacement, Finance Director Trask provided information on a draft Capital Improvements Budget covering a 10 year time span. Larger projects were explained in greater detail by Parks & Recreation Director Sehon, Operations Director Orsini and General Manager Shopay. Director Corbett asked that more narrative on the large expenditures be included in future reports.

AGENDA ITEM E.2-PARKS & RECREATION MASTER PLAN UPDATE: Park & Recreation Director Sehon briefly reviewed the progress made on the plan update. He reported that staff had been working on the

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update for more than a year, had gathered and included public input and had posted the plan on the web site. He handed out the draft plan to the Board tonight and advised them he would bring the final plan to the Board next month. There were no Board or public comments.

AGENDA ITEM E.3-POTENTIAL BOYD ROAD ANNEXATION INTO MCSD'S SPHERE OF INFLUENCE AND

CONTINUED SERVICE DISCUSSION: Rebecca Crow from GHD, Inc. presented an overview of her investigation of the existing water services on Boyd Road and reviewed the four options the District could pursue. There was a lengthy discussion on the pros and cons of the options.

MOTION: It was moved to approve staff recommendation to prepare and submit an application to LAFCo to annex the Boyd Road Area for water service only. Motion by Edwards; second by Wennerholm

MOTION VOTE: Ayes: Corbett, Edwards, Wennerholm, Mayo Abstain: Couch

MOTION SUMMARY: Motion Passed-4 AYES; 1 ABSTENTION

AGENDA ITEM E.4-RESOLUTION REQUESTING MCSD BE CONSIDERED FOR MEMBERSHIP ON THE HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS (HCAOG):

FIRST MOTION: It was moved to adopt Resolution 2012-11 to request HCAOG consider MCSD for inclusion in HCAOG and appointment of a MCSD representative to HCAOG's Board of Directors. Motion by Corbett; second by Edwards

MOTION VOTE: ROLL CALL VOTE: Ayes: Corbett, Couch, Edwards, Wennerholm, Mayo

MOTION SUMMARY: Motion Passed-5 AYES; 0 NAYS

AGENDA ITEM E.5-PUBLIC COMMENT: CONSIDER ACQUISITION OF ALL OR A PORTION OF REAL PROPERTY LOCATED AT/NEAR THE JUNCTION OF NORTH BANK ROAD AND AZALEA ROAD (APN507-141-017); APPOINTMENT OF MCSD NEGOTIATORS: NORMAN SHOPAY, GENERAL MANAGER; RUSSELL GANS, DISTRICT LEGAL COUNSEL AND DESIGNATION OF PARTIES WITH WHOM MCSD MAY NEGOTIATE: KEVIN MALLOY, GRANITE CONSTRUCTION CO:

General Manager Shopay identified the parcel and explained the proposal to be discussed by the Board in closed session at the end of the regular meeting tonight.

MOTION: It was moved to appoint Norman Shopay and Russell Gans as MCSD negotiators and Kevin Malloy of Granite Construction as the party whom MCSD may negotiate with. Motion by Corbett; second by Edwards

MOTION VOTE: Ayes: Corbett, Couch, Edwards, Wennerholm, Mayo

MOTION SUMMARY: Motion Passed- 5 AYES; 0 NAYS

President Mayo opened public input and 4 people addressed the Board, with two people supporting the purchase and two people expressing concern with the cost and need to charge non-residents a fee to use. President Mayo closed public input.

AGENDA ITEM E.6-CONSIDER APPROVAL OF A RESOLUTION IN SUPPORT OF PAUL HELLIKER OF ACWA REGION 1:

(In accordance w/Robert's Rules of Order, 10th edition, Pg. 451, Section 48: "Unless the minutes are to be published, they should contain mainly a record of what was done at the meeting, not what was said by the members".)

MOTION: It was moved to adopt Resolution 2012-10 in support of Paul Helliker as chair of ACWA Region 1. Motion by Edwards; second by Wennerholm

MOTION VOTE: ROLL CALL VOTE: Ayes: Corbett, Couch, Edwards, Mayo, Wennerholm

MOTION SUMMARY: Motion Passed-5 AYES; 0 NAYS

AGENDA ITEM F-REPORTS:

F1 ACTIVE COMMITTEE REPORTS-NO COMMITTEE REPORTS SCHEDULED

F2a-SUPPORT SERVICES DEPARTMENT: Finance Director Trask had nothing to add to her written reports.

F2b-OPERATIONS DEPARTMENT: Operations Director Orsini updated the Board on the Norton Tank Painting Project, answering Directors questions and concerns.

F2c-PARKS & RECREATION DEPARTMENT: Park & Recreation Director Sehon reported that staff would be interviewing candidates for the teen center architecture and planning services the last week of March. He added that the RAC was scheduled to meet Thursday night at 6:00pm at the District conference room.

F2d-GENERAL MANAGER: GM Shopay had nothing additional to report.

F3-CHAIRMAN'S REPORT: Chairman Mayo had nothing to report.

F4-BOARD MEMBERS COMMENTS, REPORTS AND AGENDA ITEM REQUESTS: Director Corbett asked staff to include correspondence from the public in future Board packets.

AGENDA ITEM G-PUBLIC COMMENT AND WRITTEN COMMUNICATIONS: President Mayo opened public input and David Elsebusch expressed concern with the multiple meetings planned and objected to an increase in Directors fee to \$125. Jeff Dunk asked staff to use a slide projector as reference on presentations like the CIP.

AGENDA ITEM H-CLOSED SESSION DISCUSSION:

President Mayo opened public comments on the closed session item and Penny Elsebusch expressed concern with the sale price/value of the property.

RECESS AND CONTINUE MEETING IN CLOSED SESSION: At 8:35PM President Mayo adjourned the regular meeting for a short recess after which the Board would go into closed session for discussion of:

H.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS -

(Per Government Code Section 54956.8) Property: APN 507-141-017, North Bank Road
Under Negotiation: Purchase of the above-referenced property. MCSD negotiators:
Norman Shopay, General Manager; Russell Gans, District legal counsel. Parties with
whom MCSD may negotiate: Kevin Malloy, Granite Construction. Instructions to
negotiators to include both price and terms of payment.

(In accordance w/Robert's Rules of Order, 10th edition, Pg. 451, Section 48: "Unless the minutes are to be published, they should contain mainly a record of what was done at the meeting, not what was said by the members".)

RECESS AND CONTINUE MEETING IN OPEN SESSION: At 8:55PM the Board adjourned out of closed session.

REPORT OUT OF CLOSED SESSION: President Mayo announced that no reportable action was taken in closed session.

AGENDA ITEM I-ADJOURNMENT:

MOTION: A motion was made to adjourn the meeting at 9:00PM. Motion by Wennerholm; second by Couch.

MOTION VOTE: Ayes: Corbett, Couch, Edwards, Wennerholm, Mayo

MOTION SUMMARY: Motion Passed-5 AYES; 0 NAYS

Respectfully Submitted,

Sharon L. Denison,
Board Secretary

(In accordance w/Robert's Rules of Order, 10th edition, Pg. 451, Section 48: "Unless the minutes are to be published, they should contain mainly a record of what was done at the meeting, not what was said by the members".)

McKinleyville Community Services District

BOARD OF DIRECTORS

April 3, 2013

TYPE OF ITEM: **ACTION**

ITEM: E.4 **Consider approval of path forward related to the LAFCo process for expanding sphere of influence to reflect current service.**

PRESENTED BY: **Greg Orsini/ Rosalind Litzky**

TYPE OF ACTION: **Voice Vote**

Recommendation:

1. Staff recommends that the Board take public comment
2. Direct staff to pursue an out of service agreement with LAFCo
3. Enter into negotiations with Arcata for an Intergovernmental Service Agreement

Discussion:

MCSD staff is continuing work on the Boyd Road annexation project, but there have been several project related developments that should be considered by the MCSD Board. As discussed in the attached project status update memorandum by SHN Consulting and email updates to the from the Interim General Manager, the City of Arcata (City) is pursuing annexation of the Boyd Road area. Any efforts by MCSD to annex this area would likely require additional time and funding than originally envisioned.

Since California Environmental Quality Act (CEQA) Initial Study (IS) would be required. There is a very high likelihood the City would be critical of the IS, time and potential costs would be attributed to addressing comments from the City and addressing Local Agency Formation Commission (LAFCo) concerns. If LAFCo receives two applications for the same area, then additional time and money may be necessary to determine a path forward. Because the Boyd Road area is within the Arcata Sphere of Influence LAFCo may favor annexation by the City.

Due to recent City actions and recently approved LAFCo policies, there are options available to the MCSD for provision of water service that were not previously identified. This includes pursuing an intergovernmental services agreement with the City and approval of services outside agency boundaries by the LAFCo.

City staff has been directed by the City Council at the February 20, 2013 meeting to pursue an intergovernmental services agreement for water service

at the Boyd Road area. An intergovernmental agreement would allow MCSD the ability to provide water to the Boyd Road without pursuing the cost of annexation of this area. This action would involve negotiation with the City for continuing service. In conjunction with pursuing negotiation, approval of out of service extension could be “grandfathered.” This would not allow any additional connections, but would act a way to legitimize the existing connections that are outside the MCSD boundary. The two residences that are not currently within the City’s annexation project would be able to continue water service by MCSD.

Because the goal of annexation is continue water service, staff recommends proceeding with negotiations with the City for an intergovernmental agreement. This would allow MCSD to continue service to this area without pursuing annexation that could become expensive due to the political controversy. Staff cannot easily predict the additional time and expense for pursuing annexation. While negotiations are being conducted, MCSD staff can request approval of services outside agency boundaries by LAFCo. If at such time during the negotiations with the City agreement cannot be met, then MCSD can always pursue annexation of this area.

Alternatives:

Staff’s analysis includes the following potential alternative:

- Take no action
- Continue with annexation
- Negotiate a price for the transfer of existing MCSD infrastructure to City Of Arcata

Fiscal Analysis:

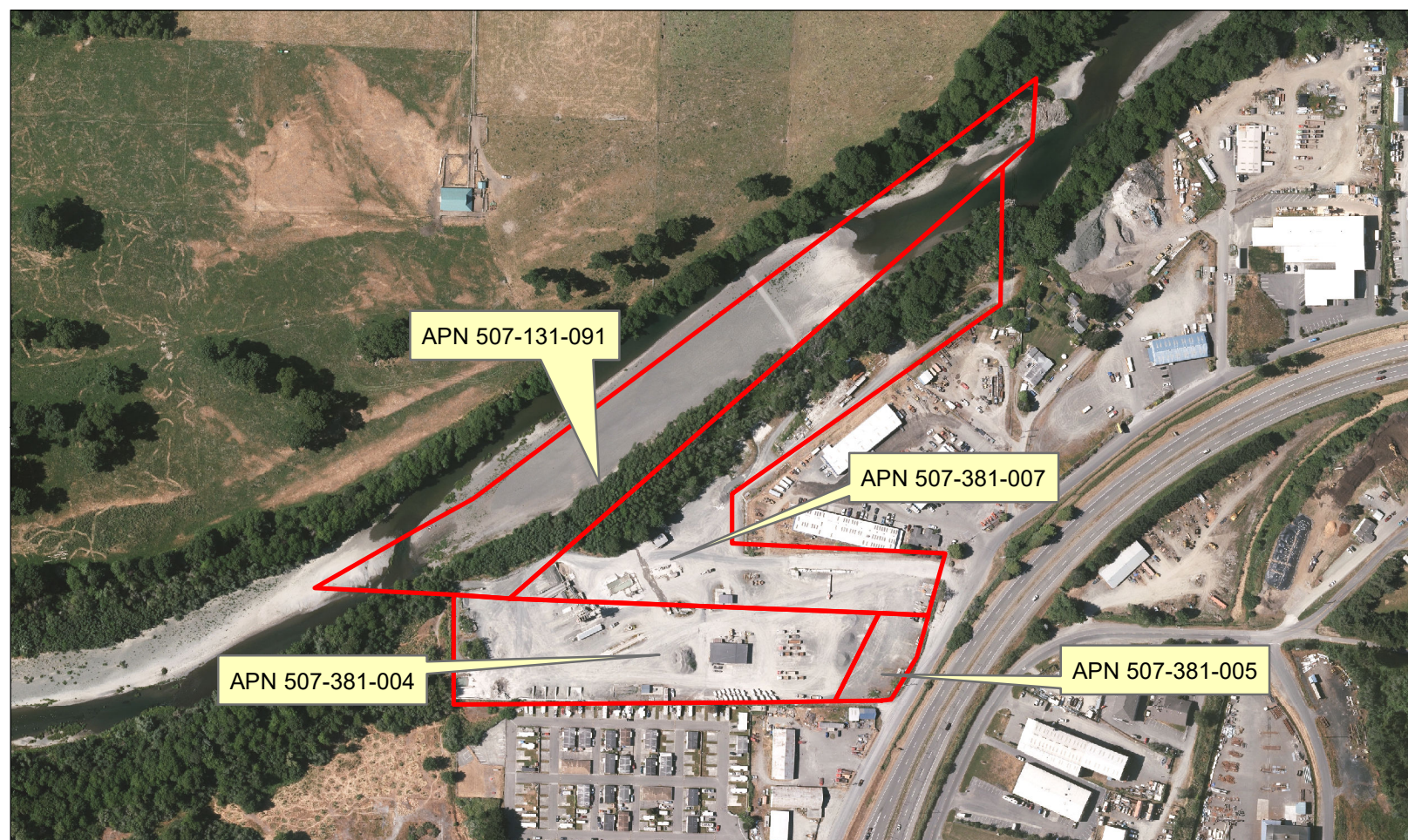
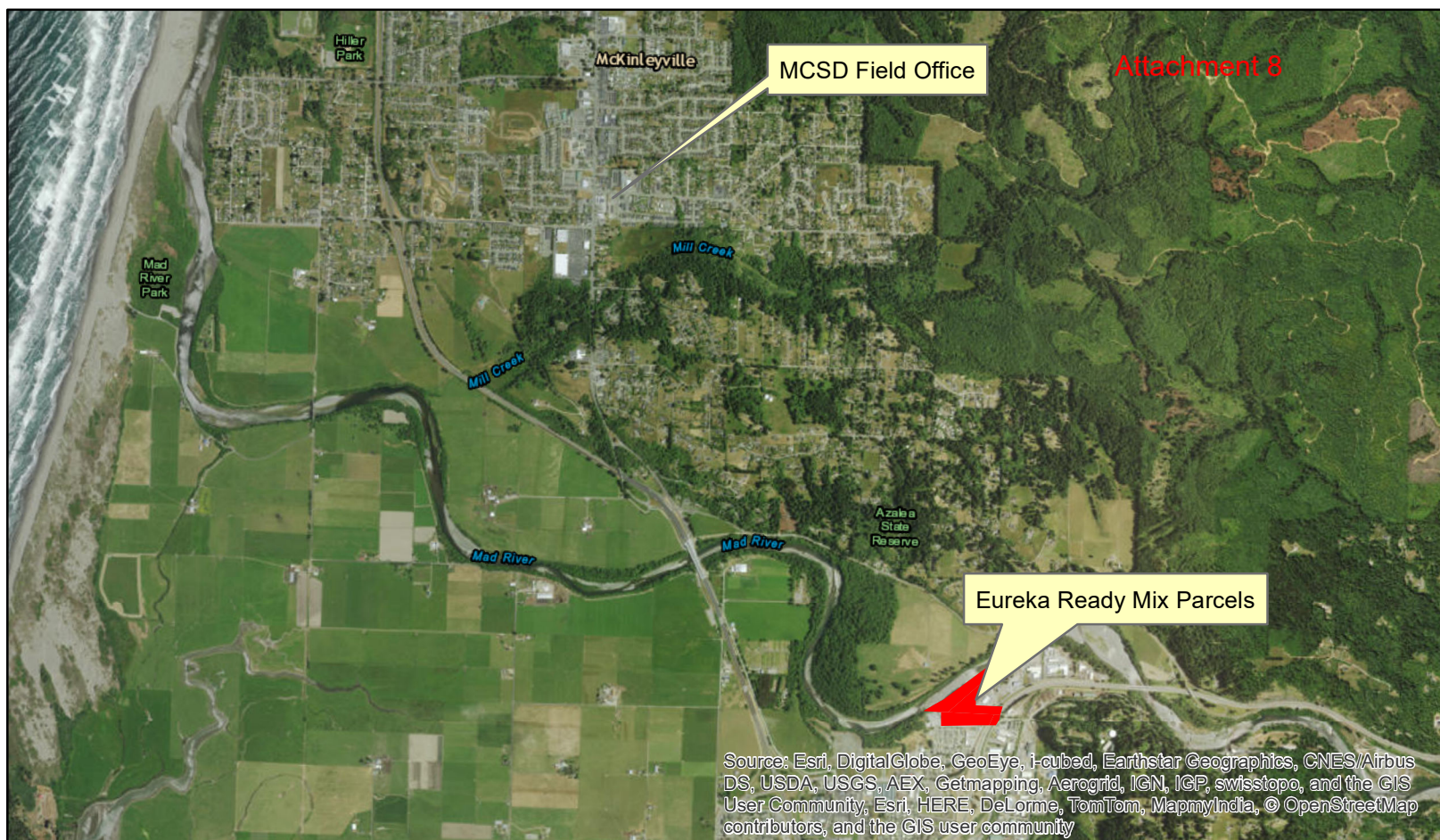
Not known at this time

Environmental Requirements:

Will depend on Board decision

Exhibits/Attachments

- EXHIBIT A Memorandum, MCSD Annexation, Project Status Update
- EXHIBIT B LAFCo guidance document for Services Outside Boundaries



Eureka Ready Mix Parcels²⁰⁷

APN- 507-131-091
 APN- 507-381-007
 APN- 507-381-004
 APN- 507-381-005



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

September 2, 2015

George Williamson,
Executive Director
Humboldt LAFCo
1125 16th Street, Suite 202
Arcata, CA 95521

LAFCo Executive Director,

The McKinleyville Community Services District (MCSD) is in receipt of LAFCo's "Notice of Filing," dated August 21, 2015, regarding the City of Arcata's Boyd Road annexation application. According to the Notice of Filing,

...water service to the annexation area will continue to be provided by MCSD without any change (i.e., Option 1 of the Plan for Service) until such time as the City and MCSD meet to discuss a Memorandum of Understanding (MOU) and/or other approaches for long-term water service to the annexation area. It is anticipated that once the properties are annexed and ERM [Eureka Ready Mix] chooses to make application to the City for an expansion of uses at the site, the City would extend a new waterline within the Boyd Road right-of-way from existing infrastructure located near Boyd Road and Giuntoli Lane (Town & Country Mobilehome Park) to serve the ERM site (i.e., Option 4 of the Plan for Service).

It is anticipated that City water distribution and sewer collection services would be provided throughout the annexed properties within the next two (2) to five (5) years.

MCSD's legal counsel has investigated whether the City of Arcata can annex a portion of land into the City limits where MCSD provides water service without violating 7 U.S.C. § 1926(b). Legal counsel has concluded that the City of Arcata may legally annex this portion of land, but it may not provide water service to MCSD's service area until MCSD pays off its loan to the U.S. Department of Agriculture (Attachment 1). MCSD's loan is scheduled to be paid off in the year 2022. Therefore, the City of Arcata may not provide water service to the

annexation area until that time. Meanwhile, water service to the annexation area will need to be provided by MCSD without any change (i.e., Option 1 of the Plan for Service).

MCSD supports the City's proposed interim service option (Option 1 of the Plan for Service), for MCSD to continue to provide water service to the annexation area, provided an MOU is in place between MCSD and the City, prior to any change in water service.

MCSD's other concern with the proposed annexation and eventual extension of water service to the area from City of Arcata has to do with the cost and quality of water service to the customers. MCSD remains committed to a cooperative approach that will ensure that there is no duplication of service or unreasonable increase in cost to our customers, that flows and pressures are adequate for fire protection of the entire Boyd Road community and associated MCSD infrastructure, and that the integrity of our water quality is not jeopardized. MCSD supports the City's desire to generate jobs in the Boyd Road industrial area. As water purveyor to the Boyd Road area for more than 43 years, we actively supported business development by providing a secure and safe public water supply to the entire Boyd Road community, at pressures and flows for which the City will have to invest significant capital outlay to duplicate. The provision of water to this area by MCSD makes as much sense today as it did when we started providing service in 1972, for the reason that MCSD's 18-inch main transmission line traverses the area.

The community members in the designated areas deserve to have the most economical and efficient service available; MCSD, City of Arcata and LAFCo are in full agreement with this goal. MCSD looks forward to discussing an MOU with the City of Arcata and developing a definitive timeline with milestones for resolution of these matters.

Sincerely,



Gregory Orsini, General Manager
McKinleyville Community Services District

CC: Colette Metz, LAFCO
Mark Andre, City of Arcata
Karen Diemer, City of Arcata
Russ Gans

McKinleyville Community Services District

BOARD OF DIRECTORS

March 2, 2016

TYPE OF ITEM: **ACTION**

ITEM: E.4 **Consider Attendance for the Association of California Water Agencies (ACWA) 2016 Spring Conference & Exhibition in Monterey, May 2-5, 2016**

PRESENTED BY: **Becky Schuette, 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) 2016 Spring Conference & Exhibition in Monterey, CA; take public comment and consider authorization for interested Board Member(s) to attend.

Discussion:

This year's ACWA 2016 Spring Conference will be held in Monterey, CA from May 2 to May 8, 2016. Attached for your review are the preliminary agenda, pricing sheet and registration terms.

Director Mayo maintains a seat on the ACWA Region 1 Board and plans to attend the conference in May. This year's conference directly interferes with the May Regular Scheduled Board Meeting. Since director Mayo already plans to attend the conference, there may be an inability to form a quorum at the May meeting if more than two other Directors plan to attend; therefore, it may be necessary to cancel and reschedule the May Regular Board Meeting.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

Full conference registration and meals package is \$695. Additional meal per diem will be \$148 per person for meals not provided through the conference. Hotel costs will range from \$237 to \$276 per room per night, based on availability. The District vehicle can be utilized for travel; however, Director Mayo will have to take a separate car because he is required to be at the conference two days prior to the other attendees. Total approximate cost will be \$1613 excluding fuel costs, for four days, per person.

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Preliminary Agenda
- Attachment 2 – Pricing Reference Sheet
- Attachment 3 – Registration Terms & Conditions



ACWA 2016 Spring Conference & Exhibition

PRELIMINARY AGENDA

Monterey Marriott & Portola Hotel

MAY
3–6
2016

ACWA/JPIA - MONDAY, MAY 2

8:30 – 10:00 AM

- Employee Benefits Program Committee Meeting

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 3

8:00 AM – 6:00 PM

- Registration

8:30 AM – 3:00 PM

- ACWA/JPIA: Seminars

10:00 – 11:45 AM

- Groundwater Committee
- Water Quality 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

2:00 – 4:00 PM

- SDFL Special District Administrator Certification Test

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
- Local Government Committee
- Membership Committee

5:00 – 6:30 PM

- Welcome Reception in the Exhibit Hall

WEDNESDAY, MAY 4

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

- General Session & 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

5:30 – 7:00 PM

- CH2M Hosted Reception

THURSDAY, MAY 5

7:30 AM – 4 PM

- Registration

8:00 AM – Noon

- Exhibit Hall

8:00 – 9:15 AM

- Networking Continental Breakfast *(Ticket Required)*

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

- General Session & Luncheon *(Ticket Required)*

2:00 – 3:15 PM

- Attorneys Program
- Exhibitor Technical Presentations
- Federal Issues Forum
- Town Hall
- Water Industry Trends Program

3:30 – 5 PM

- Regions 1 – 10 Membership Meetings

5:30 – 6:30 PM

- New Water Professionals No-Host Reception

7:00 – 9:30 PM

- Dinner & Entertainment *(Ticket Required)*

FRIDAY, MAY 6

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

THURSDAY, MAY 5

6:45 – 8:30 AM

- San Joaquin Valley Agricultural Water Committee

All conference programs are subject to change.

PRICING REFERENCE SHEET



ACWA 2016 Spring Conference & Exhibition

REGISTRATION, MEALS & HOTEL PRICING

Monterey Marriott & Portola Hotel

MAY
3-6
2016

Register online @ acwa.com

Regular registration and cancellation deadline is April 8, 2016 • 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
Advantage (For ACWA public agency members, affiliates & associates ONLY)	(ends 4/8/16)	
Full Conference Registration & Meals Package	\$695	Not Avail.
Full Conference Registration Only (meals sold separately)	\$535	\$560
One-Day Conference Registration (meals sold separately): Wednesday 5/4 -OR- Thursday 5/5	\$300	\$325
<i>Wednesday registration includes Welcome Reception on Tuesday evening.</i>		
<i>Thursday registration includes ability to purchase a ticket for Friday breakfast.</i>		
Standard (Applies to non-members of ACWA)		
Full Conference Registration Only (meals sold separately)	\$805	\$830
One-Day Conference Registration (meals sold separately): Wednesday 5/4 -OR- Thursday 5/5	\$450	\$475
<i>Wednesday registration includes Welcome Reception on Tuesday evening.</i>		
<i>Thursday registration includes ability to purchase a ticket for Friday breakfast.</i>		
Guest (Guest registration is not available to anyone with a professional reason to attend.)		
Guest Conference Registration (meals sold separately)	\$45	\$45
MEAL FUNCTIONS	REGULAR	ONSITE
Wednesday – May 4		
Opening Breakfast	\$45	\$50
Wednesday Luncheon	\$50	\$55
Thursday – May 5		
Networking Continental Breakfast	\$35	\$40
Thursday Luncheon	\$50	\$55
Thursday Dinner	\$65	\$70
Friday – May 6		
Friday Breakfast	\$45	\$50

HOTEL INFORMATION *Reservations will not be accepted until February 22, 2016.*

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 22 – April 11, based on availability.

Special Hotel Rates

Monterey Marriott Hotel Single/Double \$205
Subject to 14.345% tax + \$2.00 tourism fee (per room per night)

Portola Hotel Monterey Single/Double \$203
Subject to 14.345% tax + \$2.00 tourism fee (per room per night)

Hotel Pacific Single/Double \$240
Subject to 14.345% tax + \$1.00 tourism fee (per room per night). Hotel rate includes breakfast.

Important Dates:

For those **registering for conference prior to February 22**, hotel information will be provided via e-mail on February 22.

For those **registering for conference from February 22 to April 11**, your confirmation e-mail will include hotel reservation information and an opportunity to receive a conference special hotel rate.

Hotel Reservation Questions?

Call each hotel directly.

Questions? Contact us at 916.441.4545, toll free 888.666.2292. Conference terms and conditions available at acwa.com in the event section.

REGISTRATION TERMS & CONDITIONS

ACWA 2016 Spring Conference & Exhibition

Monterey Marriott & Portola Hotel

MAY
3-6
2016

Register online @ acwa.com

Regular registration and cancellation deadline is April 8, 2016 • 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.

ONE-DAY REGISTRATION

By choosing a Wednesday registration, you are entitled to attend the Welcome Reception on Tuesday evening and all programs on Wednesday. By choosing a Thursday registration, you are entitled to attend all programs on Thursday and the capability to attend the Friday closing breakfast, with the purchase of a meal ticket.

MEMBERSHIP INFORMATION – *Become a Member & Save on ACWA Events*

If you are interested in learning more about becoming an Associate Friend of ACWA, contact Jacob Rowe at jacobr@acwa.com. For public agency membership, please contact Tiffany Giammona at 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.

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. 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. Participants are encouraged to submit special requests as soon as possible.

If you have a disability that requires an accommodation, please contact Melanie Medina at melaniem@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 registration deadline, meal tickets are not eligible for exchange, refund or credit.

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 Exhibit Hall, the opening reception and the ability to purchase meal tickets and attend meal functions. **Guest registrants are not eligible for cash or prize drawings.**

McKinleyville Community Services District

BOARD OF DIRECTORS

March 2, 2016

TYPE OF ITEM: **ACTION**

ITEM: E.5 **Approve Resolution 2016-04 Modifying the Board Policy Manual to add Part 11, Board Self-Evaluation**

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

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends that the Board review the information provided, take public comment, discuss, and approve Resolution 2016-04, the addition of Part 11 Board Self-Evaluation Policy, Procedure and evaluation form to the Board Policy Manual.

Discussion:

The Board of Directors requested staff add a Board Self-Evaluation process to the MCSD Strategic Plan. Staff researched many options and examples of special district self-evaluation policies related to this topic. After review, staff developed a policy, procedure and evaluation form using components from several different district policies and templates.

At the December 9, 2015 Special Board Meeting, this agenda topic was reviewed and discussed. After the meeting staff made the requested changes and modifications to language in the policy and procedure as well as requested additions to the evaluation form.

Attachment 1 represents a red-lined (track changes) version, while Resolution 2016-04 includes Exhibits A & B in the clean and final versions of the documents.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Section 11 for the Board Policy Manual Track Changes
- Attachment 2 – Resolution 2016-04 with Exhibits A & B

PART 11 – ANNUAL BOARD SELF-EVALUATION

Rule 11-1: Policy – The Board is committed to assessing its own performance as a board in order to identify the Board's ~~its~~ strengths and areas in which it may improve ~~its~~ the Board's functioning. The goals of the self-evaluation are to clarify roles, to enhance harmony and understanding among Board members, and to improve the efficiency and effectiveness of the Board meetings. The ultimate goal is to improve MCSD policies for the benefit of the McKinleyville community and employees of the District.

Rule 11-2: Procedure – The Board has established the following procedure for self-evaluation:

- Annually, the Board shall conduct a self-evaluation utilizing the approved assessment form. ~~an evaluation process and place the results on a regular board meeting agenda for review and appropriate action.~~
- The Board Secretary will distribute the assessment form to all Board members at the first meeting in July each year.
- The completed assessment forms shall be returned ~~submitted~~ to the Secretary of the Board at or before the August meeting.
- The Secretary of the Board shall compile a summary of the complete results of the assessment which will be for distribution at distributed at the September meeting and.
- ~~The assessment results shall be~~ included as an agenda item for review, discussion and appropriate action. ~~at the October meeting.~~

Rule 11-3: Evaluations – The evaluation instrument shall incorporate criteria contained in this Board Policy Manual regarding structure, ethics, policies and procedures. The Self-Evaluation Worksheet ~~A sample of the evaluations~~ can be found as Attachment B in this document.

RESOLUTION 2016 - 04

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT APPROVING THE ADDITION OF PART 11-ANNUAL BOARD SELF EVALUATION TO THE BOARD POLICY MANUAL

WHEREAS, the Board of Directors of the McKinleyville Community Services District requested that staff add a Board Self-Evaluation Process to the Strategic Plan; and

WHEREAS, staff researched options and examples from other Special Districts throughout California; and

WHEREAS, on December 9, 2015 a draft policy and procedure were proposed to the Board of Directors; and

WHEREAS, requested changes and modifications have been made to the new section which meet the needs and desires of the Board.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the McKinleyville Community Services District does hereby approve the addition of Part 11- Annual Board Self-evaluation, **Exhibit A** of the Resolution and the associated worksheet, **Exhibit B** of the Resolution, to the Board Policy Manual.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on March 2, 2016 by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

George Wheeler, Board President

Attest:

Becky Schuette, Board Secretary

PART 11 – ANNUAL BOARD SELF-EVALUATION

Rule 11-1: Policy – The Board is committed to assessing its own performance as a board in order to identify the Board’s strengths and areas in which it may improve the Board’s functioning. The goals of the self-evaluation are to clarify roles, to enhance harmony and understanding among Board members, and to improve the efficiency and effectiveness of the Board meetings. The ultimate goal is to improve MCSD policies for the benefit of the McKinleyville community and employees of the District.

Rule 11-2: Procedure – The Board has established the following procedure for self-evaluation:

- Annually, the Board shall conduct a self-evaluation utilizing the approved assessment form.
- The Board Secretary will distribute the assessment form to all Board members at the first meeting in July each year.
- The completed assessment forms shall be returned to the Secretary of the Board at or before the August meeting.
- The Secretary of the Board shall compile a summary of the results of the assessment which will be distributed at the September meeting and included as an agenda item for review, discussion and appropriate action.

Rule 11-3: Evaluations – The evaluation instrument shall incorporate criteria contained in this Board Policy Manual regarding structure, ethics, policies and procedures. The Self-Evaluation Worksheet can be found as Attachment B in this document.

McKinleyville Community Services District Board of Directors Self - Evaluation Worksheet

Use the following scale, while thinking specifically about **YOU**

1 = Not Sure 2 = Not Satisfied 3 = Somewhat Satisfied 4 = Satisfied 5 = Very Satisfied
Circle the number that most accurately describes your perception for each item.

DO YOU or ARE YOU:

Understand the vision and mission of the McKinleyville Community Services District?	1	2	3	4	5
---	---	---	---	---	---

Support the vision and mission of MCSD?	1	2	3	4	5
---	---	---	---	---	---

Have a good working relationship with the other Board Members?	1	2	3	4	5
--	---	---	---	---	---

Have a good working relationship with the General Manager?	1	2	3	4	5
--	---	---	---	---	---

Knowledgeable about MCSD's major programs and services?	1	2	3	4	5
---	---	---	---	---	---

Follow trends and important developments in the industries and services that MCSD provides?	1	2	3	4	5
---	---	---	---	---	---

Read and understand MCSD's financial statements?	1	2	3	4	5
--	---	---	---	---	---

Act knowledgeably and prudently when making recommendations about MCSD finances and financial policies in consideration of the District as a whole?	1	2	3	4	5
---	---	---	---	---	---

While considering short-term administrative matters, are you also focusing on long-term and significant policy issues and impacts?	1	2	3	4	5
--	---	---	---	---	---

Recommend qualified individuals with relevant skills and experience as possible nominees for the Board and committees?	1	2	3	4	5
--	---	---	---	---	---

Prepare for and participate at Board and committee meetings, as well as other MCSD events?	1	2	3	4	5
--	---	---	---	---	---

Willingly volunteer and use your special skills to further the MCSD vision and mission?	1	2	3	4	5
---	---	---	---	---	---

Complete assignments and responsibilities in a responsible and timely manner?	1	2	3	4	5
---	---	---	---	---	---

Speak for the Board or MCSD only when authorized to do so?	1	2	3	4	5
--	---	---	---	---	---

Take advantage of opportunities to enhance the MCSD public image by periodically speaking to others about the work of the District?	1	2	3	4	5
---	---	---	---	---	---

Respectful to all while conducting District business?	1	2	3	4	5
---	---	---	---	---	---

ADDITIONAL COMMENTS:

McKinleyville Community Services District

BOARD OF DIRECTORS

March 2, 2016

TYPE OF ITEM: **ACTION**

ITEM: E.6 **Consider Approval of Treatment Selection Criteria from the Integrated Pest Management Plan (IPM), Section 6**

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

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends that the Board review information, air questions, take public comment and accept changes made to section 6.C, "Treatment Selection Criteria."

Discussion:

During the January 6th Board meeting, the Draft Integrated Management Plan update was presented to the Board. At that time, staff asked that the Directors recommend the order of importance from most to least for the seven (7) criteria items in section 6.C, Treatment Selection Criteria, listed below:

1. Least-disruptive of natural controls
2. Least-hazardous to human health
3. Least-toxic to non-target organisms
4. Least-damaging to the general environment
5. Most likely to produce a permanent reduction in the environment's ability to support target pests
6. Cost-effectiveness in the short- and long-term
7. Designated no pesticide zones

This was followed by a lengthy discussion of the items listed in section C.6, the order they should be listed in and if some of the criteria were redundant or needed to be removed. It was decided that each of the Directors present would number the criteria in order of importance and that the IPM committee would work on putting them in order and reduce the numbers to be presented to the Board. The results are shown below:

1. Least hazardous to environment, non-target organisms and human health
2. Least disruptive of natural controls
3. Cost-effectiveness in the short and long-term
4. Most likely to produce a permanent reduction in the environment's ability to support target pests

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- None

McKinleyville Community Services District

BOARD OF DIRECTORS

March 2, 2016

TYPE OF ITEM: **INFORMATIONAL**

ITEM: E.7 **Consider discussion of the FY2016-17 Draft Capital Improvement Plan Budget for the Operational Funds: Water, Wastewater, and Streetlights**

PRESENTED BY: **Colleen M. R. Trask, Finance Director and James Henry, Operations 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:

The Draft Capital Improvement Plan Budget for Fiscal Year 2016-17 for Water, Wastewater, and Streetlights Funds is attached. As with the last budget, the majority of expenditures for the Wastewater Fund is related to the Wastewater Management Facility upgrade. However, other projects are moving forward as well. The District's Vac-Con truck is 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 water tank, and the re-coating of tank 1B, 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.

Additional details are explained in the Narrative (Attachment 2). The final Capital Improvement Plan Budget will be brought back to the Board for review and approval in June, as part of the overall District Budget for Fiscal Year 2016-17.

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

Attachment 1

McKinleyville Community Services District
Enterprise Funds DRAFT Capital Improvement Project Budget
For the Fiscal Years Ending June 30, 2017 - 2026

1 2 3 4 5 6 7 8 9 10

(All numbers in \$000s)

	June 30, 2017	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
1. Heavy Equipment										
Hydrocleaner (Sewer Fund) and appurtenances	400									
Backhoe		60								
Dump Truck						80				
Tractor and Attachments	10		10		50					
Air Compressor and appurtenances				20						
Totals:	410	60	10	20	50	80	0	0	0	0
2. Utility Vehicles										
3/4 or 1-Ton Pickup	33	33	33		34	34	34	33	34	34
CCTV Truck	30									
Car								30		
Light Duty Utility Truck			22	22						
Totals:	63	33	55	22	34	34	34	63	34	34
3. Water System										
4.5m New Tank	700	3,500								
Property Purchase/Improvements	200									
Water Tank Upgrades	350	400			400		400			
Ramey Pump Upgrades										
Emergency Water Supply	40	50								
Radio Telemetry Upgrade			15		20					
Meter Reader Upgrade	8									
McCluski Tank 3 Roof Upgrades										
Tank Seismic Actuators				10						
Fire Hydrant System Upgrade	14	7	7							
Water Main Rehabilitation and Replacement	100	100	250	490	490	1,000	1,000	1,000		
Customer Radio Meter Replacements	260									
Emergency Generator	50									
Totals:	1,722	4,057	272	500	910	1,000	1,400	1,000	0	0

McKinleyville Community Services District
Enterprise Funds DRAFT Capital Improvement Project Budget
For the Fiscal Years Ending June 30, 2017 - 2026

1 2 3 4 5 6 7 8 9 10

(All numbers in \$000s)

	June 30, 2017	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
4. Sewer System										
WWMF Engr Study		80								
WWMF Upgrade/CEQA/Permitting	13,000									
WWMF Fencing and Gate		10			40					
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	260									
Collection System Upgrades			100	1,000			100	1,000		
Sewer Main Rehabilitation and Replacement	100					1,000				1,000
Sewer Lift Stn. Pump & Generator Replacement	80	20		60						
Sewer Lift Station Upgrades-Other										
Radio Telemetry Upgrade	30	30	10	10						
Meter Replacement: WWMF, FIS						7				
WWMF & Fischer Lift Station Grinder Upgrade			16					17		17
Sewer Main Camera Unit	30		30							
Underground Pipe Locater & Camera	5			5						
SCBA Apparatus and Bottles	6			6						
Totals:	13,751	390	406	1,321	280	1,247	340	1,257	240	1,257
5. Office, Corporation Yard & Shops										
Facility Upgrades and Sealcoat	10		10							
Office Building			150	150						
Property Purchase						400				
Building Roofs				10						
Totals:	10	0	160	160	0	400	0	0	0	0

McKinleyville Community Services District
Enterprise Funds DRAFT Capital Improvement Project Budget
For the Fiscal Years Ending June 30, 2017 - 2026

1 2 3 4 5 6 7 8 9 10

(All numbers in \$000s)

	June 30, 2017	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
6. Computers, Software & Equipment										
PCs, Software, & Printers	6	5		5						
File Server Upgrade	5	5	5	5						
MOM Upgrade and Replacement	0	125								
Office Equipment	5		5							
GIS/SEMS/CADD Equipment and Software	5	5		5						
Totals:	21	140	10	15	0	0	0	0	0	0
7. Fischer Ranch										
Barn and Fence Upgrades	5									
Irrigation Pipe and Fittings										
Property purchase	1,500									
Reclamation Site Upgrade	5									
Underground Valving and Piping	12									
Totals:	1,522	0	0	0	0	0	0	0	0	0
8. Small Equipment & Other										
Misc./ Emergency Equipment Replacement	15	15	15	15						
GPS Surveying Equipment		20								
Office Emergency Generator										
Emergency Response Equipment	5									
Totals:	20	35	15	15	0	0	0	0	0	0
Total Planned Expenditures	17,519	4,715	928	2,053	1,274	2,761	1,774	2,320	274	1,291
Departmental Allocations:										
Water Fund	1,784	4,191	397	616	952	1,257	1,417	1,032	17	17
Sewer Fund	15,735	524	531	1,437	322	1,504	357	1,289	257	1,274
Total	17,519	4,715	928	2,053	1,274	2,761	1,774	2,320	274	1,291

Attachment 1

**McKinleyville Community Services District
Streetlights Fund DRAFT Capital Improvement Project Budget
For the Fiscal Years Ending June 30, 2017 - 2026**

	1	2	3	4	5	6	7	8	9	10
	June 30, 2017	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
1. Heavy Equipment										
Lift				83						
Totals:	0	0	0	83	0	0	0	0	0	0
2. Poles and Lights										
Inspection						40				
Pole Replacement	2	2	2	2	2		2			
Upgrade lights to LED's										
Totals:	2	2	2	2	2	40	2	0	0	0
Total Planned Expenditures	2	2	2	85	2	40	2	0	0	0

***The Draft Capital Improvement Program
Water and Sewer Funds
Fiscal Year 2016-2017***

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 Wastewater Fund is planning to replace the Vac-Con hydro-cleaner. Funds have also been set aside for replacement tractor parts and attachments as they are needed.

One utility truck is currently scheduled for replacement, with others being replaced later in sequence. Various options are being discussed for replacement of the camera vehicle. The District will consider leasing these assets rather than purchasing outright but will maintain the pay-go policy when reserves are sufficient. The District has exchanged some of the heavier utility vehicles with light compact trucks for savings in both capital and operating costs.

Water System

The largest proposed Water project for FY2016-17 is the design phase of the proposed 4.5 million gallon new storage tank. Recoating Cochran Tank 1B, which will cost approximately \$350,000 is also scheduled to be completed in fiscal year 2016-17. This project will mirror the Norton Tank 2B that was completed in 2012. Each tank recoating will cycle around every 10 years as preventative maintenance to avoid corrosion and maintain structural integrity.

Other projects currently proposed for the Water Fund include completion of a property purchase for the Cochran Tank Site. The Cochran generator is scheduled for replacement as well. The changeover to radio-read meters for our customers should be finished in Fiscal Year 2016-17, and will include an upgrade to the equipment that processes customer meter information at the District office.

The fire hydrant system is scheduled to be upgraded at a cost of \$28,000; however, the Arcata Fire Protection District is covering half of this cost, so the cost to the District will total only \$14,000. If the Arcata Fire Protection District does not have sufficient budget for this project, it will be delayed until they do.

An engineering technical memorandum is scheduled for the Water Main Rehabilitation/Replacement project. The District is pursuing an alternative water source study for the Dow's Prairie area (\$40,000), in partnership with HSU's Engineering Department. A test-well in that area is planned for this year. Funding for these projects will come from the Reserves created by the Board for maintenance and replacement of capital infrastructure.

Sewer System

The Waste Water Management Facility (WWMF) Improvement Project construction takes the greatest share of the Sewer Fund CIP budget and the project is scheduled to be finished in fiscal year 2016-17. Project financing has been secured through a loan from the State Water Resources Control Board. Funds are now being set aside to pay for the next bio-solids project, which should occur on a five-to-seven year cycle once the new WWMF is completed.

Lining of sewer pipes on Central Avenue is scheduled for the Sewer Main Rehabilitation/Replacement Project. Funds have been earmarked for the replacement of the generator at the Fischer Lift Station. Current estimated cost for this project has been reduced from \$300,000 to less than \$100,000. Other projects include an upgrade to the digital control system, SCBA apparatus, and an underground pipe locator/camera unit. 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

Only one item is currently budgeted for the Main Office in FY2016-17 which includes facility upgrades. 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. Additional land procurement for reclamation will be considered year-to-year, as it becomes feasible. Replacement and maintenance of underground valves and pipes is scheduled, along with building and fencing improvements.

Small Equipment and Other

Various types of emergency equipment comprise the majority of this line.

Streetlights

Regular pole replacement is scheduled for fiscal year 2016-17. No further Capital Improvement Projects are planned for this fiscal year in the Streetlights Fund.

Note on Attachment 1 – Water & Sewer Funds Draft 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

February 3, 2016

TYPE OF ITEM: **INFORMATION**

ITEM: F.2.A **Support Services - February 2016 Report**

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

TYPE OF ACTION: **None**

FINANCIAL, AUDIT, & BUDGET INFORMATION

The District has deposited \$547,944.09 to date into the Trust Account for reserves recovery as of January 31, 2016.

The District has \$120,358.20 to date into the Trust Account for the next Biosolids Disposal project.

Budget Update: The Draft Capital Improvements budget for Water and Sewer Operations is part of this month's Board Packet. The Draft operating budget for Parks will be presented next month.

Treasurer's Report Highlights: No Water Fund capacity fees were collected during January. Wastewater Fund capacity fees now total \$88,773 year-to-date. Neither Capital Contributions nor Capacity fees are included in the income vs. expenses graphs.

The Balance Sheet shows the assets and liabilities for each major Fund. Assets are listed first, in the order of liquidity. Subtotal lines are provided for the major categories of assets: cash and cash equivalents, accounts receivable, and prepaid expenses. Capital asset totals are listed last. Liabilities are shown in the next section. Current liabilities consist of Accounts Payable and Payroll Payables. Long-term debt and other non-current liabilities are listed for the Water and Wastewater Funds.

Of note is the fact that the governmental funds do not show either non-current assets or non-current liabilities. Generally Accepted Accounting Principles and the Government Accounting Standards Board both require a modified accrual basis of accounting for governmental funds. That means current financial resources are set against current financial requirements, and long-term assets or debt are listed separately. In this case, a net total value for General Capital Assets is shown at the bottom of the Balance Sheet report. General Long-term Liabilities are also shown there.

OTHER UPDATES

The State Revolving Fund loan for our new Wastewater Management Facility has been approved. Planning and design cost information has been assembled and submitted for reimbursement under the terms of the loan.

All staff are currently completing their Individual Development Plans. These outline the training each employee will pursue in the current year. Some training is mandated by law, like AB1825 Harassment training. Other training is requested by the employee or recommended by their supervisor. The District's memberships with the California Special Districts' Association, the Special District Risk Management Authority, and the Association of California Water Agencies provides employees access to low or no-cost webinars for many required trainings, at a considerable cost savings to the District. The District also maintains a low-cost membership to lynda.com, which provides training free to members on a wide variety of business-related topics and software like Microsoft Excel.

On February 17th, Operations Lead Erik Jones, Jason Patton, and Becky Schuette spearheaded a table-top exercise in emergency operations. The scenario they set helped staff and management familiarize themselves with the current Incident Command (ICS) forms and process for management of an emergency event.

McKinleyville Community Services District

BOARD OF DIRECTORS

March 2, 2016

TYPE OF ITEM: **INFORMATION**

ITEM: F.2.B **Operations Department – January 2016 Report**

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

TYPE OF ACTION: **None**

Water Department:

Water Statistics:

The district pumped 33.1 million gallons of water in January.
One water quality complaint was investigated and rectified.
Daily, weekly and monthly inspections of all water facilities were conducted.
One new water service was installed on Wisner.

Double Check Valve Testing:

Annual routine testing was conducted in Route 1 along with a minimal number of retests. Customers with failed DCVs were notified to make repairs and call the office to schedule a retest. The semi-annual capped well inspections were conducted. During this time, staff verifies well caps haven't been removed and wells put back into use. If found in use, then the customers are notified to disconnect until they install a DCV.

Average and Maximum Water Usage:

The maximum water usage day was 1.6 million gallons and the average usage per day was 1.06 million gallons.

Water Distribution Maintenance:

Weekly Bacteria Samples were collected on Schedules 1, 2, 3 and 6 which represent different locations in the water system. The schedules are made up of a sample taken in each pressure zone. Phase 3 of the meter replacement program is near completion (90% completed). The remainder of that phase will be completed in the next 3 months. Phase 4 will be developed and will start after July 1st. A water leak was repaired on Dow's Prairie Road due to a crack in the service line from faulty back fill. A water service was relocated on Eucalyptus due to the customer building a fence which prevented staff from reading the meter safely due to aggressive dogs.

Water Station Maintenance:

Troubleshooting and repairs were made on the flow meter located at HBMWD due to false readings coming through. Staff found that a relay had malfunctioned and assisted HBMWD in the replacement of it. Repairs were made to the back-up battery power for the radio at the Cochran site. An external battery was hooked up to bypass the failed internal battery. A pump was also rebuilt at the Cochran Station due to grounding out. This work was done in-house by staff.

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

	2013	2015	% Reduction	2015 Recycled	R- GPCD
January	38.263	32.781	14	0	52
February	33.751	29.867	12	0	52
March	36.244	33.456	8	0	51
April	39.755	33.238	16	0	52
May	49.407	38.200	23	15.1	57
June	51.337	41.847	19	15.6	64
July	54.757	44.946	18	11.7	69
August	55.908	41.747	25	16.1	61
September	45.702	41.670	9	15.7	69
October	39.439	37.320	6	12.3	59
November	34.879	28.939	17	9.6	52
December	35.203	29.937	15	5.2	50
	2013	2016	% Reduction	2016 Recycled	R- GPCD
January	38.241	33.054	14	45.7	49

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

New Construction Inspections:

No new construction is active at this time.

Sewer Department:

Waste Water Statistics:

43.4 million gallons of wastewater were collected and pumped to the W.W.M.F. 46 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:

The Fischer Station pumps and piping were prepped and painted. Wet well washing was conducted at the B Street and Fischer sewer lift station. This is done to prevent grease and rags from plugging up the pumps. The grit pit was pumped at Fischer along with cleaning the handrails and light fixtures.

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 collection system is monitored during wet weather conditions for flow discrepancies. If an increase in flow is noticed, then staff breaks into teams and starts lifting manhole lids to try to locate the reason for the increase. If a problem is found before the storm event ends, then staff either corrects the problem or informs their supervisor to schedule repairs. The annual manhole inspection is also being performed by staff (45% completed). Staff lifts each manhole cover and takes a depth reading. They compare that information with the level from last year to see if there has been an increase. The information and condition of the manhole is entered onto an inspection sheet. During this time staff looks for infiltration, such as ground water, leaking in through manhole riser seams etc. Any discrepancies are flagged to generate a work order for repairs. The flow totalizer has also been installed in selected manholes to collect data to compare wet weather flow to dry weather flow in the same locations. The data collected will show if there is infiltration or inflow in the collection system. During manhole inspections, a 10 gpm leak was found at the manhole base. Staff repaired the leak which resulted in approximately an annual cost savings of \$14,000.

Wastewater Management Facility:

The Chlorine Contact Basin was drained and cleaned with fire hoses. The annual sludge depths were conducted in Pond B. The data from this task gives an approximate depth of solids along the bottom of the pond.

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. New wells were installed as part of the tree farm pilot study. They will be monitored weekly along with our existing wells. Quarterly well samples were collected at the Fischer Ranch.

Street Light Department:

Streetlights were inspected at Pierson Park and Kristin Way. A streetlight pole at the intersection of Central and Holly was clipped by a truck. Staff responded and straightened the pole. A police report was filed and the owner of the truck will be billed for time and materials.

Promote Staff Training and Advancement: Weekly tailgate meetings and training associated with job requirements.

Special Notes:

IDP's with staff are in process and will be completed next month.
The annual safety and DOT inspection was conducted on the Vac-con
Repairs were made on the shop welder and 12 volt blower.
Tractors, Dump Truck and Vac-con were greased and lubed to prevent wear.
Siding replacement and painting is ongoing on the East Shop.
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.
Daily inspections were conducted on the Teen Center construction project.
Staff met to work on Operations CIP budget.
A Maintenance and Utility Worker position was filled after extensive interviews.
The Safety Plan for the WWMF Construction was reviewed and comments submitted.
A table top for the Emergency Operations Plan was conducted in house.
Staff met to discuss the employee negotiations.

WWMF upgrade status:

Rain water was pumped from pond 1A to pond 1B in order to keep the pond floor dry for construction. The time lapse camera footage is still being collected and will continue through the construction phase. Submittals have been rolling in from the contractors as they prepare to start construction. 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 agreement. The Facilities were mowed and cleaned as part of the weekly schedule along with rental events. Blake received First Aid training. A twenty foot path was cleared west of the Botanical Garden to create a tree planting area for Rotary. Staff has been spending hours blasting gopher tunnels at the Hiller Sports Site. This program is coming along really good but does come with a few noise complaints. Staff has modified their techniques to cut down on the noise. A roller was donated by Hooven and Company to roll the fields and work out the high spots and to also fill in the tunnels that were blasted. A work day in the park is scheduled for February 27th where people will come out with their wheel barrels and help fill in low spots. Ten yards of top soil was donated by Wes Green for the weekend community event.

Teen Center:

The Teen Center is rapidly approaching completion. On the exterior, the painters are busy painting the underside of the awnings in front and in the rear. The louvers on the upper windows have been installed, which completes the exterior glass. The concrete for the front walks and the curb and gutter are in place. In the rear, the handrails are going up on the new stairs and on the ramp near the dumpster enclosure. The contractor trailer has been removed in preparation of getting the dirt for the mound between the teen center and the playground to the north. The downspouts have been cut in to the rain gutters.

On the interior, the electrical cabinets have been installed in the mechanical room in preparation of PG&E hooking up the electrical early in March. The rails for the drop ceiling are in throughout the building, with the suspended light fixtures in place. The IT installer is currently installing the communication and video connector plates to the wiring. Much of the HVAC ducting is in place, including the hard ducting spanning the main promenade (room). The bathrooms lack counters and sinks, but otherwise are finished. The computer room is wired and nearly complete. The classrooms are ready for cabinetry, dividing curtain, drop sown screen and video camera. The faux trusses that bracket the hard ducting are in place and look great. They are currently working on mudding and taping the kitchen area.

GIS:**Sewer Model:**

Extracted flow data from the laptop.

Organized and renamed files associated with flow data.

Began exporting flow data into excel spreadsheets for further analysis.

Urban Water Management Plan UWMP 2015

Met with UWMP work group in Eureka

Compiled population data scenarios

Began first draft of UWMP document

Created maps for UWMP documents

Maps:

Created a map for Beau Pre heights showing distance to sewer facilities and drafted an RFP for the sewer feasibility Study.

Detention basin map for HSU students.

MCSD census area.

McKinleyville Community Services District

BOARD OF DIRECTORS

MARCH 2, 2016

TYPE OF ITEM: **INFORMATION**

ITEM: F.2.C Parks & Recreation Director's Report for February 2016

PRESENTED BY: Lesley Frisbee, Recreation Director

TYPE OF ACTION: None

TEEN & COMMUNITY CENTER:

Staff has been focused on fundraising for the furnishings and equipment for the interior of the Teen & Community Center. Paver bricks are being sold for \$200 - \$500 each depending on the size selected. The first deadline to purchase bricks was February 17, 2016. We sold 39 small bricks at \$200 per brick and 10 larger bricks at \$500 per brick. The net revenue from the first round of brick sales is approximately \$11,000; depending on the final cost of purchasing the bricks that amount could increase slightly. Fundraising through subsequent rounds of brick sales and Giving Tree Leaves will continue.

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	\$2,000	Commercial Kitchen
McKinleyville Area Fund	\$3,000	Audio-Sound System
Humboldt Area Foundation	\$10,000	Tables & Chairs for Classrooms
Legacy Path & Giving Tree donations	\$12,000	Unrestricted
TOTAL:	\$52,000	

Additionally, MCSD staff and Boys & Girls Club of the Redwoods staff are collaboratively coordinating a fundraising event at Azalea hall on March 11, 2016. An All Ages Karaoke Night will be offered. Admission is \$5 per person. Pizza and snacks will be available for purchase and raffle prizes will be awarded throughout the night.

HUMBOLDT STATE UNIVERSITY RECREATION ADMINISTRATION PROGRAM PROJECTS:

Staff is meeting with HSU students regularly regarding the coordination and implementation of the Humboldt Hoops 3 on 3 Basketball Tournament. Staff is very happy with the work of the students so far. There has been an increased interest from potential volunteers and greater exposure to potential sponsors.

RECREATION ADVISORY COMMITTEE:

The Recreation Advisory Committee met on February 18, 2016. The notes from the meeting can be read in Attachment 1.

COMMUNITY GARDEN:

When the Community Garden began, it was intended to be a community driven and community maintained opportunity, but that vision has become lost over the years. Staff is seeking more community members to take an active role in making the community garden a sustainable and long lasting amenity for our community. Staff is working with current garden users to revitalize the Community Garden Committee.

Staff has hosted two public meetings to discuss the future of the Community Garden at Pierson Park, the first on December 7, 2015 and the second on Monday, January 25, 2016. All current and past users were invited to the discussion. The first meeting hosted only 3 participants, and the second had 6. The six people present on January 25, 2016 are committed to re-forming a committee to maintain the garden as originally planned in 2010 when it was approved by the MCSD Board. A plan for rehabilitating the garden was outlined. Jamie Rutten completed an assessment of the garden plots and determined that most of them are still in good condition. The next meeting of the Community Garden Committee will be on Tuesday, March 1, 2016, during which volunteer work days will be scheduled.

RECREATION UPDATES:

Activity Guide: The upcoming activities were published in the Spring/Summer Activity Guide which was mailed with the MCSD newsletter on Tuesday, February 16, 2016.

Youth Basketball League—Season is half done. Season has run smoothly, part-time staff working as refs are doing a good job and compared to previous years, the number of complaints regarding teams and officiating are few.

Kids' Club After School Program—Dows Prairie site is again almost at capacity. Program has had staff turnover in recent months and three new employees have started in the last two months

Playgroup—the Music program is very popular and attendance on music days is high. Playgroup has been working with AmeriCorps member at the McK. Family Resource Center to provide time for 0-3 year olds to play and visit seniors at the Timber Ridge once per week.

KinderSports—The basketball session of KinderSports started last week; As usual this program is full. Registration for the next session which is Soccer is now open.

Breakout Vacation Day Camp—Camp had a successful week February 15-19, serving 45 children age 5-12 per day.

Drop in Pickleball—Four weeks in to Pickleball, we have had steady attendance of 10-15 participants each Wednesday, 9:00am-12:00pm.

Drop in Basketball—Sunday night drop in continues to have attendance of 25-30 participants per week.

Adult Futsal—Has finally secured referees and will begin again on March 16th.

Humboldt Hoops 3 on 3—tournament registration is open. The tournament will take place Friday, April 1 and Saturday April 2, 2016.

OTHER UPDATES:

Recreation Coordinator, Kirsten Messmer, received the Christopher K. Jarvi Partnership Scholarship of \$1500 to pay for her attendance at the American Camp Association's Spring Leadership Conference April 12-15, 2016.

Thursday, February 18, 2016

6:30pm

Recreation Advisory Committee Meeting

NOTES

Members Present: John Kulstad, Bill Prescott, Jeff Dunk, Chad Sefcik, George Wheeler, Mary Burke, Charlie Caldwell.

Members Absent: Jim Fritz, Addison O'Hanen, Stephanie Hartley

Meeting Notes:

- Communications:
 - Staff requested RAC volunteers to assist with the installation of the new swing at Pierson Park.
 - Chad Sefcik volunteered to coordinate a group of community volunteers to assist with the installation.
- Public Comment:
 - None
- Election of Officers:
 - John Kulstad nominated himself for chair and Charlie Caldwell nominated himself for vice chair. Mary Burke moved to elect officers as nominated, Chad Sefcik seconded the motion and election passed unanimously.
- Botanical Garden:
 - Mad River Rotary Club recently planted Leyland Cypress trees along the northern and western perimeters of the garden for the purposes of creating a wind break for the garden.
 - John Kulstad reported the possibility of getting redwood mulch from the HSU Athletics fundraiser.
- Community Garden:
 - Staff hosted a second public meeting regarding the community garden on January 25th. Six people attended the meeting, 5 of which are current gardeners. The other attendee was a representative from the North Coast Community Garden Collaborative. Jamie Rutten agreed to lead the charge for revitalizing the Community Garden Committee. A plan was established to assess the needs in regard to existing plot rehabilitation. The group discussed recruitment strategies to get more people involved in the committee, reviewed the history of the garden and encouraged staff to review the Board actions that ultimately led to the approval of the community garden. Many ideas for possible improvements were discussed as well as the various outlets for potential volunteer labor.
 - A planning and implementation strategy meeting will be held on March 1st at 5:30pm
- RAC Vacancies:

- Members discussed spreading the word about the opportunity to become a RAC member.
- Alternate Member, Mary Burke, suggested she transition from alternate to regular voting member. Some discussion as to how this could be done was had and it was determined that since the MCSD Board appoints RAC members it would be up to them to appoint Mary a regular member.
 - Staff agreed to add it to the agenda for the March meeting of the MCSD Board.
- Teen Center Update:
 - Construction at the Teen Center is moving along according to schedule.
 - General Manager, Greg Orsini, reported that he is reaching out to edible landscape architect Sam Polley regarding the design of the outdoor landscaping at the teen center.
- Review of Facility and Capital Budgets:
 - The committee reviewed and discussed the DRAFT budgets for parks and facilities.
 - Members discussed the need for fee adjustments in the future to close the gap between expenses and revenues
 - Staff has been collecting use data over this past fiscal year and will use it to inform future decisions regarding facility fees and use agreements with organizations.
- Update on Recreation Programs:
 - *Youth Basketball League*—Season is half done. Season has run smoothly, part-time staff working as refs are doing a good job and compared to previous years, the number of complaints regarding teams and officiating are few.
 - *Kids' Club After School Program*—Dows Prairie site is again almost at capacity. Program has had staff turnover in recent months and three new employees have started in the last two months
 - *Playgroup*—the Music program is very popular and attendance on music days is high. Playgroup has been working with AmeriCorps member at the McK. Family Resource Center to provide time for 0-3 year olds to play and visit seniors at the Timber Ridge once per week.
 - *KinderSports*—The basketball session of KinderSports started last week; As usual this program is full.
 - *Breakout Vacation Day Camp*—Camp is running successfully this week, serving 45 children age 5-12 per day.
 - *Drop in Pickleball*—Four weeks in to Pickleball, we have had steady attendance of 10-15 participants each Wednesday, 9:00am-12:00pm
 - *Drop in Basketball*—Sunday night drop in continues to have attendance of 25-30 participants per week.
 - *Adult Futsal*—Has finally secured referees and will begin again on March 16th

- *Humboldt Hoops* 3 on 3—tournament registration is open. The tournament will take place Friday, April 1 and Saturday April 2, 2016
- Ad Hoc Committee Reports:
 - Mary Burk suggested adding the Estuary Restoration Project as an Ad Hoc Committee that she could report on each month.
- Agenda topics for next meeting:
 - Round Up for Recreation marketing
 - Swing set installation at Pierson Park
- Adjournment:
 - Jeff Dunk made a motion
 - Mary Burke seconded
 - Meeting adjourned at 7:50pm

McKinleyville Community Services District

BOARD OF DIRECTORS

March 2, 2016

TYPE OF ITEM: **INFORMATION**

ITEM: F.2.D General Manager's Report for March 2016 Meeting

PRESENTED BY: Gregory Orsini, General Manager

TYPE OF ACTION: Information Only

A summary of activity for the month of February 2016

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:

• Office Supplies	\$18	
• Accountant Discount	\$651	
• American Camp Association's Spring Conference Scholarship	\$1,500	
• SWAP	\$7,424	
• Northern Humboldt Employment Services	\$2,208	
• Community Service Workers	\$3,451	
• Repair Manhole Infiltration, 14,400 gpd leak	\$14,000	Annually
• In House Urban Water Management Plan Update	\$1,890	
• In House Rehab. Of Motor at Booster 2	\$660	
• Contributed Labor to install Gopher Cloth at Hiller Sport Site	\$1,680	
• Rehab 12 volt Blower	\$220	

Total cost savings for January are \$33,702

The cumulative cost saving to the District to date from July 1, 2015 is \$180,830

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

Measure B – Annually, the assessment for Measure B must be reinitiated through a series of actions by the Board of Directors. Staff reviewed the draft engineer's report and produced the items necessary to bring this to the Board for the Initiation and Intent proceedings. It will then come back to the board during the following month as a public hearing.

Central Avenue Open Space Zone (OSZ) MOU – Although staff has requested verbiage from Humboldt County Public Works several time this month we are still waiting. Until the compensation through shared labor can be agreed upon we will not be able to complete this process.

WWMF Improvement Project – The main effort at this time is submittals from the contractor for material that then require approval from the design engineer prior to construction. The majority of the submittals at this time are associated with the concrete and mechanical equipment for the circular clarifiers. This effort will continue for the next month prior to actual mobilization on site, scheduled for mid-March. Weekly construction meetings are conducted on Wednesday mornings to address future progression of the project. The concrete break and shrink tests were started in mid-February and will span 28 days. I received word on February 25 that the final funding agreement is in the mail and should be in our possession by the time of the board meeting. The first submittal for reimbursement on soft costs incurred prior to the funding agreement are being processed by our staff and account for \$1.26 million. That money will be utilized as liquid capital to cover the construction invoices while we submit them to the State Water Board for disbursement.

Teen and Community Center construction – While finalization of the interior and exterior work on the Teen Center continue staff has been working on the landscaping plan and procurement of the kitchen equipment. The concept for the landscape is eatable native and/or adaptable to our climate.

Park and Recreation Facility Agreements – In the coming months multiple facility agreements will be presented to the board for approval. At this time staff is reviewing and updating the agreement. If changes are made, the agreements are reviewed by district counsel and our liability insurance provider.

Employee Negotiations – Staff and the Board negotiating committee met and discussed features of their compensation package they would like modified. The discussions were amicable and management will schedule a closed session during the March meeting to discuss the outcome of the negotiations prior to them being discussed in an open meeting in April for approval.

Management Review of the Supervisor's Manual and Emergency Operations Plan – The Supervisor's Manual is integral to the Personnel Handbook and guides the manager and department heads in the administration of the handbook. As the handbook is modified in response to labor law or policy changes the Supervisor's Manual must change to remain consistent. Update and implementation of the EOP and training for staff on its utilization has been a high priority for the past several years. The manger has been reviewing the EOP to verify the changes made to the plan are National Incident Management System compliant.

Website Update – MCSD is very interested in maintaining innovative communicative outreach to our community. Social media and our website continue to be of primary focus. With more mobile devices being used to access our website to register for events and to seek information it is important to have a mobile friendly web experience. Staff will be working with our website administrator to modernize our site. When the project is completed we will bring it to the board for a presentation.

Meetings – The General Manager attended various meetings this month, including a meeting with SH Cowell and the Boys and Girls Club to discuss our partnership and fund raising plan.

Exhibits/Attachments

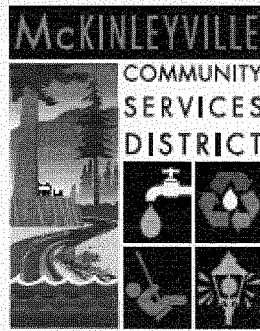
- Attachment 1 – WWMF Monthly Self Monitoring Report

PHYSICAL ADDRESS:

1656 SUTTER ROAD
McKINLEYVILLE, CA 95519

MAILING ADDRESS:

P.O. BOX 2037
McKINLEYVILLE, CA 95519



mckinleyvillecsd.com

Attachment 1

MAIN OFFICE:

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

PARKS & RECREATION OFFICE:

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

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

February 24, 2016

RE: MONTHLY MONITORING REPORT

Dear Justin:

Enclosed is the Monthly Monitoring Report for January 2016 for McKinleyville Community Services District Wastewater Management Facilities WDID NO. 1B82084OHUM, operating under Order Number WQ 2011-0008-DWQ.

The normal discharge of effluent was 30 days 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 <1.8. Four samples were collected in the month of January and were in compliance.

Monthly River Monitoring was conducted in January.

Acute testing for December was conducted using Rainbow Trout and C.Dubia. Rainbow Trout had a 100% survival and C.Dubia had a 100% survival.

Semi-annual Pollutants of Concern and Quarterly Disinfection Byproducts were conducted in January.

Chronic Toxicity testing was completed which did not pass. An email was sent to Justin regarding the results and asking to forgo accelerated monitoring.

WWMF Upgrade Status: The District entered into contract with Auburn Constructors as the General on the Upgrade Project. The State Revolving Fund has accepted the qualifications in the bids received. A ground breaking ceremony was held in January. Contractors have 521 days to complete the project.

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

JANUARY 2016

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	1.096	1.332	940							0.000	1.332
2	1.087	1.335	941							0.000	1.335
3	1.155	1.166	986							0.000	1.166
4	1.090	0.374	672							0.000	0.374
5	1.189	0.000	0	Washed CCB						0.000	0.000
6	1.147	0.594	862							0.000	0.594
7	1.360	1.327	1006							0.000	1.327
8	1.596	1.409	1039							0.000	1.409
9	1.763	1.365	961							0.000	1.365
10	1.830	1.370	967							0.000	1.370
11	1.650	1.365	959							0.000	1.365
12	1.405	1.365	957							0.000	1.365
13	1.220	1.339	947							0.000	1.339
14	1.236	1.343	943							0.000	1.343
15	1.238	1.336	944							0.000	1.336
16	1.276	1.314	924							0.000	1.314
17	1.834	1.323	978							0.000	1.323
18	1.641	1.397	1059							0.000	1.397
19	1.532	1.529	1079							0.000	1.529
20	1.404	1.545	1084							0.000	1.545
21	1.314	1.551	1086							0.000	1.551
22	1.356	1.794	1581							0.000	1.794
23	1.541	2.228	1589							0.000	2.228
24	1.519	2.204	1549							0.000	2.204
25	1.374	2.199	1551							0.000	2.199
26	1.301	2.132	1529							0.000	2.132
27	1.256	1.868	1472							0.000	1.868
28	1.336	1.625	1137							0.000	1.625
29	1.590	1.814	1450							0.000	1.814
30	1.560	2.091	1486							0.000	2.091
31	1.493	2.125	1503							0.000	2.125
TOTAL	43.389	45.759		0.000	0.000	0.000	0.000	0.000	0.000	0.000	45.759
AVERAGE	1.400	1.476	1103	0.000	0.000	0.000	0.000	0.000	0.000	0.000	1.476
MAXIMUM	1.834	2.228	1589	0.000	0.000	0.000	0.000	0.000	0.000	0.000	2.228
MINIMUM	1.087	0.000	0	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
DAYS	31	30		0	0	0	0	0	0	0	30
DAYS WITH NO DISCHARGE = 1											

McKINLEYVILLE COMMUNITY SERVICES DISTRICT
WASTEWATER MANAGEMENT FACILITY
RIVER CFS - EFFLUENT FLOWS -

M-004

RIVER DILUTION

M-005

M-006

January 2016

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
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1	1.096	1.332	940			1.332	769	7227	1610	12044
2	1.087	1.335	941			1.335	673	6329	1410	10548
3	1.155	1.166	986			1.166	574	5656	1260	9426
4	1.090	0.374	672			0.374	815	5476	1220	9127
5	1.189	0.000	0	Washed CCB		0.000	0	10503	2340	17506
6	1.147	0.594	862			0.594	1974	17012	3790	28353
7	1.360	1.327	1006			1.327	1624	16339	3640	27231
8	1.596	1.409	1039			1.409	1210	12568	2800	20947
9	1.763	1.365	961			1.365	1112	10683	2380	17805
10	1.830	1.370	967			1.370	1829	17685	3940	29475
11	1.650	1.365	959			1.365	1404	13466	3000	22443
12	1.405	1.365	957			1.365	1848	17685	3940	29475
13	1.220	1.339	947			1.339	2915	27605	6150	46008
14	1.236	1.343	943			1.343	3294	31061	6920	51769
15	1.238	1.336	944			1.336	3932	37121	8270	61868
16	1.276	1.314	924			1.314	3493	32273	7190	53788
17	1.834	1.323	978			1.323	3644	35639	7940	59399
18	1.641	1.397	1059			1.397	9452	100096	22300	166826
19	1.532	1.529	1079			1.529	5158	55659	12400	92764
20	1.404	1.545	1084			1.545	4224	45784	10200	76306
21	1.314	1.551	1086			1.551	3178	34517	7690	57529
22	1.356	1.794	1581			1.794	2058	32542	7250	54237
23	1.541	2.228	1589			2.228	2223	35325	7870	58875
24	1.519	2.204	1549			2.204	2550	39500	8800	65833
25	1.374	2.199	1551			2.199	2254	34966	7790	58277
26	1.301	2.132	1529			2.132	1852	28323	6310	47205
27	1.256	1.868	1472			1.868	1573	23161	5160	38602
28	1.336	1.625	1137			1.625	1642	18673	4160	31121
29	1.590	1.814	1450			1.814	1947	28233	6290	47055
30	1.560	2.091	1486			2.091	3655	54312	12100	90520
31	1.493	2.125	1503			2.125	2649	39814	8870	66356

TOTAL	43.389	45.759		0.000	0.000	45.759				
AVERAGE	1.400	1.476	1103	0.000	0.000	1.476	2436	28233	6290	47055
MAXIMUM	1.834	2.228	1589	0.000	0.000	2.228	9452	100096	22300	166826
MINIMUM	1.087	0.000	0	0.000	0.000	0.000	574	5476	1220	9127
DAYS	31	30	30	0	0					

DAYS WITH NO DISCHARGE TO THE MAD RIVER = 1

McKINLEYVILLE COMMUNITY SERVICES DISTRICT
WASTEWATER MANAGEMENT FACILITY
MONITORING DATA

MONTH: JANUARY

YEAR: 2016

DATE	INFLUENT		EFFLUENT		RIVER CFS	INFLUENT MONITORING		EFFLUENT MONITORING							3X5		
	FLOW M.G.D.	FLOW M.G.D.	MAXIMUM GPM			B.O.D. mg/L	N.F.R. mg/L	pH	(C°) TEMP	B.O.D. mg/L	NFR mg/L	AMMONIA	CL ₂ RES.	RIVER CL ₂ RES.	SETTLABLE SOLIDS	TOTAL COLIFORM	
1	1.096	1.332	940	1610				7.3	9.1				2.3	0.00			
2	1.087	1.335	941	1410				7.0	8.3				3.2	0.00			
3	1.155	1.166	986	1260				7.1	8.7				5.0	0.00			
4	1.090	0.374	672	1220				7.3	9.1			32	3.5	0.00		<1.8	
5	1.189	0.000	0	2340			Washed CCB										
6	1.147	0.594	862	3790				7.1	10.1			26	3.4	0.00			
7	1.360	1.327	1006	3640				7.2	10.4			26	1.8	0.00			
8	1.596	1.409	1039	2800		200	190	7.2	10.3	19	14	28	8.8	0.00	<0.1		
9	1.763	1.365	961	2380				7.2	10.6				3.7	0.00			
10	1.830	1.370	967	3940				7.2	10.0				3.6	0.00			
11	1.650	1.365	959	3000				7.2	10.7			26	2.7	0.00		<1.8	
12	1.405	1.365	957	3940				7.2	12.2			26	2.2	0.00			
13	1.220	1.339	947	6150				7.3	11.7			24	1.5	0.00			
14	1.236	1.343	943	6920				7.0	11.3			24	2.9	0.00			
15	1.238	1.336	944	8270		210	250	7.2	10.9	22	18	26	1.8	0.00	<0.1		
16	1.276	1.314	924	7190				7.2	11.7				2.6	0.00			
17	1.834	1.323	978	7940				7.2	12.8				2.1	0.00			
18	1.641	1.397	1059	22300				7.2	12.3			26	2.8	0.00		<1.8	
19	1.532	1.529	1079	12400				7.1	12.7			26	2.6	0.00			
20	1.404	1.545	1084	10200				6.9	11.5			28	2.8	0.00			
21	1.314	1.551	1086	7690		230	180	7.0	13.5	27	15	26	2.1	0.00			
22	1.356	1.794	1581	7250				7.0	12.3			26	0.9	0.00	<0.1		
23	1.541	2.228	1589	7870				6.9	12.3				2.2	0.00			
24	1.519	2.204	1549	8800				7.1	12.3				3.0	0.00			
25	1.374	2.199	1551	7790				6.8	12.6			24	1.6	0.00		<1.8	
26	1.301	2.132	1529	6310				7	12.9			24	0.9	0.00			
27	1.256	1.868	1472	5160				6.9	13.5			22	0.8	0.00			
28	1.336	1.625	1137	4160				6.9	13.4			24	0.8	0.00	<0.1		
29	1.590	1.814	1450	6290		210	160	6.7	13.6	22	15	22	1.6	0.00			
30	1.560	2.091	1486	12100				7.0	12.8				2.6	0.00			
31	1.493	2.125	1503	8870				7.1	11.4				3.7	0.00			

SPILLS:		None to report	
MONTHLY TESTS			
DATE	TDS	AMMONIA	BORON
1/31/2015	220	27	160

Semi-Annual Tests		Value in ug/l
Bis phthalate		ND
alpha-BHC		ND
4,4'-DDT		ND
carbon tetrachloride		DNQ

Quarterly Tests		Value in ug/l
Dichlorobromomethane		DNQ
Bromoform		ND
Chlorodibromomethane		ND
Chloroform		1.21

ACUTE TOXICITY		% Survival
DATE		
Rainbow Trout	1/19/2016	100%
C. dubia	1/19/2016	100%

CHRONIC TOXICITY		SURVIVAL
TESTED		
Minnow		4
C. Dubia		13
Algae		1
		TUc

Total Coliform	
Monthly	
MEDIAN	<1.8
Daily	
Maximum	<1.8

SIGNATURE: _____

REMARKS: Failed to pass Chronic Toxicity testing. Justing was notified by email and voicemail.